



Kendall County Board Agenda
Adjourned September Meeting
Kendall County Office Building, 111 W. Fox Street
County Board Room 209, Yorkville, IL 60560
Wednesday March 20, 2024, at 9:00 AM

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
 - Rabbi David Eber - Congregation Beth Shalom of Naperville
- D. Roll Call
- E. Determination of a Quorum
- F. Approval of Agenda
- G. Special Recognition
 - Kendall County Employee Service Award Celebration
 - Kendall County Sheriff's Office Employee of the Year
 - Kendall County Sheriff's Office Representative for Illinois Special Olympics
- H. Public Comment
- I. Public Hearing
 - A. Public Hearing to obtain public comment and consider the economic, social, and environmental effects of the application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. §5311)
- J. Consent Agenda
 - A. Approval of County Board Meeting Minutes from February 6, 2024, and February 20, 2024
 - B. Approval of Standing Committee Minutes
 - C. Approval of Claims in an amount not to exceed \$1,742,527.91 from 2/27/24 and \$1,195,571.51 From 3/12/24
 - D. Approve the intergovernmental agreement between the United City of Yorkville, The Village of Oswego, The Village of Montgomery, The City of Plano, The County of Kendall, and the Yorkville School District #115 for the use of the VirTra V-300 System.
 - E. Approval of Kendall County Animal Control Kennel Technician Job Description
 - F. Approval of Kendall County Animal Control Administrator/Veterinarian Job Description
 - G. Approval of Employment Agreement between Kendall County, Illinois, and Dr. Gary Schlapp with an annual base salary of \$15,000/year
 - H. Approval of Revised Kendall County Organizational Chart and Headcount
 - I. Approval of Petition 24-01, A Request from Deb Chow on Behalf of Jade Restorations, Inc for Major Amendments to the Special Use Permit for a Kennel and Veterinary Granted by Ordinance 2020-01 and Amended by Ordinance 2023-05 by Changing the Site Plan, Landscaping Plan, and Photometric Plan at 949 Bell Road, Minooka (PIN: 09-24-100-012 (Part)) in Seward Township; Property is Zoned A-1 with a Special Use Permit
 - J. Approval of Petition 24-02, A Request from Deb Chow on Behalf of Jade Restorations, Inc for a Map Amendment Rezoning Approximately 13.6 Acres of 949 Bell Road, Minooka (PIN: 09-24-100-012 (Part)) in Seward Township from A-1 Agricultural District and A-1 Agricultural District With a Special Use Permit for a Kennel and Veterinary to B-3 Highway Business District
 - K. Approval of Petition 24-03, A Request from the Kendall County Regional Planning Commission for Amendments to the Future Land Use Map Contained in the Kendall County Land Resource Management Plan by Reclassifying 7775 A/B Route 47, 7789 Route 47, and 8175 Route 47 (PINs: 05-09-300-015, 05-09-376-002, and 05-16-100-006) in Kendall Township from Transportation Corridor to Mixed Use Business and Related Text Changes
 - L. Authorization for Francis C. Klaas to enter into contracts, including joint participation agreements, on behalf of Kendall County with the State of Illinois and any of its agencies or departments
 - M. Resolution appropriating funds for the payment of the county engineer's salary
 - N. Approval of Contingency Reduction No.6 - The total request for Contingency Reduction No. 6 is \$38,046, with revised contract amounts as follows: O'Malley Welding \$16,800

- (new contract: \$16,800 increase), Lite Construction \$2,157,700 (\$16,196 increase), Plainfield Grading \$620,498 (\$8,050 increase), Omega Plumbing \$141,702 (\$3,000 credit), Bob's Septic \$425 (new contract: \$425 increase), Abby Paving \$407,130(\$425 credit)
- O. Approval of Resolution Authorizing the Execution and Amendment of Downstate Operating Assistance Grant Agreement
- P. Approval of a Resolution Authorizing the Execution and Amendment of Section 5311 Grant Agreement
- K. Old Business
- L. New Business
- M. Elected Officials and Department Reports
 - A. Sheriff (Report included in packet)
 - B. County Clerk and Recorder (Report included in packet)
 - C. Treasurer (Report included in packet)
 - D. Clerk of the Court (Report included in packet)
 - E. State's Attorney
 - F. Coroner (Report included in packet)
 - G. Health Department
 - H. Supervisor of Assessments
 - I. Regional Office of Education
 - J. EMA
 - K. VAC
- N. Standing Committee Reports
 - A. Finance & Budget - Approval of Surplus Property Policy
- O. Special Committee Reports
 - A. Connect Kendall County Commission Update
- P. Liaison Reports
- Q. Other Business
- R. Chairman's Report

Appointments

- Bobby J. Richardson - Board of Health - 3 year term - March 2027
- Seth Wormley - Regional Plan Commission (Fox/Millbrook Twp) - 3 year term - March 2027
- S. Public Comment
- T. Questions from the press
- U. Executive Session
- V. Adjournment

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

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
February 6, 2024**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday, February 6, 2024, at 6:00 p.m. The Clerk called the roll. Members present: Chairman Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: Jason Peterson.

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

PLEDGE OF ALLEGIANCE

Chairman Kellogg led the Pledge of Allegiance.

INVOCATION

Derek Johnsen, Youth Pastor from Harvest Chapel in Sandwich gave the invocation.

THE AGENDA

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

PUBLIC COMMENT

Deb Peterson from the United Sovereign Americans spoke about the voter data base and began the reading of a resolution they would like the board to pass – for a legally valid 2024 General Election.

Michelle Peterson continued to read the resolution.

Brenda Pierson continued to read the resolution.

Lori VanHeil continued to read the resolution.

Zen Zifcal spoke about the elections.

Derek Johnsen told his story of the Harvest Chapel.

Margaret Sheehan responded to the resolution presented and spoke about Elections.

Jody Zifcal responded to Ms. Sheehan that they are aware of Election Codes.

CONSENT AGENDA

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

- A. Approval of Standing Committee Minutes
- B. Approval of Claims in an amount not to exceed \$1,833,430.59 from 1/31/24
- C. Approve Chicago HIDTA Crime Gun Intelligence Center Analyst Contract with Kendall County as the Fiduciary Agent effective February 1, 2024, through February 2, 2025, in the annual amount of \$80,000.00 with an annual increase as set by congress for cost of living.
- D. Approve Chicago HIDTA Crime Gun Intelligence Center Analyst Contract with Kendall County as the Fiduciary Agent effective February 1, 2024, through February 2, 2025, in the annual amount of \$80,000.00 with an annual increase as set by congress for cost of living.
- E. Approval of Court Administrator salary increase in the amount of \$5,000 from General Fund 11001515 and \$5,000 Stipend from Law Library Fund 132415
- F. Approval of Ordinance Abating the Taxes levied for the Year 2023 Payable 2024 to Pay Debt Service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017, 2019B for the County of Kendall, Illinois
- G. Approval of a Resolution Authorizing Agreement with Kendall County Children's Advocacy Center for Purposes of NCA (National Children's Alliance) Accreditation

B) COMBINED CLAIMS: ADMIN \$583.34; ANML CNTRL WRDN \$2,286.56; ASSESS \$2,751.20; BHV HLTH \$205.50; CIR CLK \$8,714.90; CIR CRT JDG \$2,704.60; CMB CRT SERV \$257.38; CNTRCT SRVS ADT/PRPTY TX \$6,255.82; CRNR \$1,525.31; CORR \$7,434.43; CNTY ADMIN \$1,037.00; CNTY BRD \$1,231,684.26; CNTY CLK \$1,263.51; HIGHWAY \$147,469.35; CNTY TRSR \$6,370.25; DNTNS \$24,000; ELECTION \$9,559.69; EMA DIR \$24.61; FCLT MGMT \$26,561.74; GIS COORD \$25,417.28; HLTH &

HMN SRV \$131,177.73; HR \$1,750.29; JURY \$1,241.45; MRT COM \$175.00; PBZ SR PLNR \$2,580.90; PBZ \$1,157.94; PSTG \$1,492.98; PRSDNG JDG \$770.55; PROB SPVSR \$216.54; PUB DEF \$113.09; ROE \$733.54; SHRF \$11,397.37; SL & WTR CNSRVN \$55,000.00; ST ATTY \$7,256.75; TECH \$12,591.92; TREAS \$317.83; UTIL \$46,327.11; VET \$1800.00; FP \$9,932.03; SHF \$34,445.85; SHF \$16,777.02

F) A complete copy of Ordinance 24-02 is available in the Office of the County Clerk.

G) A complete copy of Resolution 24-02 is available in the Office of the County Clerk.

NEW BUSINESS

Election Judges

Member Gengler moved to approve the Resolution to Appoint Judges of Election. Member Flowers seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. Motion Carried.

A complete copy of Resolution 24-03 is available in the Office of the County Clerk.

SPECIAL COMMITTEES

Connect Kendall County Commission

Pivot Tech

Member Bachmann moved to approve the Pivot Tech Services Agreement. Member Wormley seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. Motion Carried.

A complete copy of IGAM 24-04 is available in the Office of the County Clerk.

Chairman's Report

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

APPOINTMENT(S)

Jason Bragg (Primary) - KenCom Executive Board (Oswego Fire District)
Josh Flanders (Alternate) - KenCom Executive Board (Oswego Fire District)

EXECUTIVE SESSION

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

ADJOURNMENT

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

Approved and submitted this 19th day of February 2024.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
February 20, 2024**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday, February 20, 2024, 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 (9:22 a.m.), and Seth Wormley. Member(s) absent: Elizabeth Flowers.

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

PLEDGE OF ALLEGIANCE

Chairman Kellogg led the Pledge of Allegiance.

INVOCATION

Todd Beery from Citywide Pray and Ministries gave the invocation.

THE AGENDA

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

PUBLIC COMMENT

Todd Beery spoke about the Citywide prayer group and how they are available 24/7 leading prayer groups every two hours.

Margaret Sheehan spoke about elections.

CONSENT AGENDA

Member Koukol moved to approve the consent agenda.

- A. Approval of County Board Meeting Minutes from January 16, 2024
- B. Approval of Standing Committee Minutes
- C. Approval of Claims in an amount not to exceed \$2,458,481.94
- D. Approval of Resolution Regarding Kendall County Wellness Program Guidelines
- E. Approval of Revised Section 8.7 Victims' Economic Security and Safety Act Policy
- F. Approval of New Section 5.14 Employee Handbook Confined Spaces Policy
- G. Approval of New Section Employee Handbook 8.13 Blood and Organ Donor Leave Policy
- H. Approval of Deputy Director Job Description (EMA Department)
- I. Approval of Revised Kendall County Organizational Chart and Headcount
- J. Approve Chicago HIDTA Deconfliction Analyst Contract with Kendall County as the Fiduciary Agent effective March 3, 2024, through March 2, 2026, in the annual amount of \$82,482.00 with an annual increase as set by congress for cost of living.
- K. Approve Chicago HIDTA Deconfliction Analyst Contract with Kendall County as the Fiduciary Agent effective March 3, 2024, through March 2, 2026, in the annual amount of \$82,482.00 with an annual increase as set by congress for cost of living.
- L. Approval of the Purchase of a Bradford Systems Fixed Shelving and Mail Sorter Purchases via the Sourcwell Co-Op Contract Number 121919-KII for \$60,825.
- M. Approval of the Purchase of a Nutanix Node and associated hardware and licenses from Presidio in the amount of \$53,771.15
- N. Approval of Ordinance for a 5-year lease agreement with the Workforce Development Division
- O. Approval of Ordinance for a 5-year lease agreement with Kendall Housing Authority
- P. Approval of Contingency Reduction No. 5 - Omega Plumbing; \$144,702 (\$2,202 increase) CSN Electric \$998,633 (\$88,852, \$9,808 & \$1,851 increases)
- Q. Approval of Phase 1 Office, Lobby and Training Furniture procurement via the TIPS government Co-Op Contract Number 210305 at a cost not-to-exceed \$310,648.
- R. Approval of Intergovernmental agreement for the dedication of Kendall County Transportation Alternatives Program ("KC-TAP") funding and authorizations to the Kendall County Forest Preserve District to construct the Hoover-Fox River Bluffs Forest Preserves Connecting Trail (2024)

- S. Approval of Resolution for Maintenance Under the Illinois Highway Code appropriating \$1,750,000 from the Motor Fuel Tax Fund of Kendall County
- T. Approval of Preliminary Engineering Services Agreement between Kendall County and Willett Hofmann & Associates, Inc. in an amount not to exceed \$48,875 for the inspection of county bridges in 2024 and 2025
- U. Approval of the low bid from Gjovik Ford in the amount of \$233,938.18 for 4 pickup trucks and miscellaneous equipment
- V. Approval of Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for Water Lily Solar Project, LLC
- W. Approval of Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for Lantana Solar Project, LLC
- X. Approval of a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois
- Y. Approval of Petition 23 – 32, a Request from Alan Drake on Behalf of Grainco FS, Inc (Property Owner) and Andrew and Robert Schwartz on Behalf of A.B. Schwartz, LLC (Contract Purchaser) to Amend to the Future Land Use Map in the Land Resource Management Plan Reclassifying the Subject Parcels from Transportation Corridor to Mixed Use Business. (8115 Route 47, Yorkville, in Kendall Township, PINs 05-09-300-006, 05-09-300-007, 05-16-100-003, 05-16-100-004, and 05-16-100-020)
- Z. Approval of Petition 23 – 33, a Request from Alan Drake on Behalf of Grainco FS, Inc (Property Owner) and Andrew and Robert Schwartz on Behalf of A.B. Schwartz, LLC (Contract Purchaser) for Map Amendment Rezoning the Subject Parcels from A-1 Agricultural District and A-1 Agricultural with Special Use Permits to M-1 Limited Manufacturing District. (8115 Route 47, Yorkville, in Kendall Township, PINs 05-09-300-006, 05-09-300-007, 05-16-100-003, 05-16-100-004, and 05-16-100-020)

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

C) COMBINED CLAIMS: ADMIN \$495.54; ANML CNTRL WRDN \$12,269.04; ASSESS \$850.00; CIR CLK \$41,478.38; CIR CRT JDG \$13,225.01; CMB CRT SERVS \$13,616.98; CRNR \$1,461.05; CORR \$75,998.31; CNTY ADMIN \$100.00; CNTY BRD \$640,158.01; CNTY CLK \$80,231.22; HIGHWAY \$127,089.70; CNTY TRSR \$3,239.89; ELECTION \$18,166.36; EMA DIR \$1,128.67; EMA \$582.68; FCLT MGMT \$43,103.77; GIS COORD \$4.10; HLTH & HMN SRV \$172,903.68; HR \$6,782.72; JURY \$25,263.60; MRT COM \$862.00; PBZ SR PLNR \$4,548.73; PBZ \$2,486.40; PRSDNG JDG \$9,713.66; PROB SPVSR \$18,952.20; PUB DEF \$591.52; ROE \$7,316.58; SHRF \$57,591.14; ST ATTY \$3,648.21; TECH \$8,269.84; TREAS \$121.18; UTIL \$62,495.11; VET \$3,786.78; FP \$60,055.09; SHF \$401,443.59; SHF \$49,529.18; SHF \$2,624.00; SHF \$46,645.41; CVL \$439,652.61

D) A complete copy of Resolution 24-04 is available in the Office of the County Clerk.

N) A complete copy of Ordinance 24-03 is available in the Office of the County Clerk.

O) A complete copy of Ordinance 24-04 is available in the Office of the County Clerk.

R) A complete copy of IGAM 24-05 is available in the Office of the County Clerk.

S) A complete copy of Resolution 24-05 is available in the Office of the County Clerk.

T) A complete copy of IGAM 24-06 is available in the Office of the County Clerk.

V) A complete copy of Ordinance 24-05 is available in the Office of the County Clerk.

W) A complete copy of Ordinance 24-06 is available in the Office of the County Clerk.

X) A complete copy of Resolution 24-06 is available in the Office of the County Clerk.

Y) A complete copy of Resolution 24-07 is available in the Office of the County Clerk.

Z) A complete copy of Ordinance 24-07 is available in the Office of the County Clerk.

ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

Sheriff

Under Sheriff Richardson informed the board that the Pancake breakfast made \$2,200 and that the Polar Plunge is on March 3, 2024.

County Clerk & Recorder

Revenue Report	1/1/24-1/31/24	1/1/23-1/31/23	1/1/22-1/31/22
Co Board 2/20/2024	- 2 -		

Fund				
CLKFEE	County Clerk Fees	\$468.50	\$506.00	\$1,018.00
MARFEE	County Clerk Fees - Marriage License	\$750.00	\$540.00	\$750.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$30.00	\$30.00
ASSUME	County Clerk Fees - Assumed Name	\$20.00	\$25.00	\$60.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,880.00	\$1,370.00	\$1,948.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$240.00
MISINC	County Clerk Fees - Misc	\$84.60	\$64.58	\$109.00
	County Clerk Fees - Misc Total	\$3,203.10	\$1,459.58	\$2,357.00
RECREE	County Clerk Fees - Recording	\$17,289.00	\$18,986.00	\$35,116.00
	Total County Clerk Fees	\$20,492.10	\$21,521.58	\$39,271.00
CTYREV	County Revenue	\$45,737.00	\$41,381.50	\$61,862.00
DCSTOR	Doc Storage	\$10,040.50	\$10,991.00	\$20,602.00
GISMAP	GIS Mapping	\$31,770.00	\$34,950.00	\$65,280.00
GISRCD	GIS Recording	\$2,118.00	\$2,330.00	\$4,352.00
INTRST	Interest	\$126.96	\$127.40	\$36.86
RECMIS	Recorder's Misc	\$8,826.50	\$5,318.75	\$993.00
RHSP	RHSP/Housing Surcharge	\$16,866.00	\$9,108.00	\$18,324.00
TAXCRT	Tax Certificate Fee	\$2,040.00	\$1,080.00	\$1,440.00
TAXFEE	Tax Sale Fees	\$420.00	\$655.00	\$1,030.00
PSTFEE	Postage Fees	\$359.38	\$505.17	\$733.00
CK # 19812	To KC Treasurer	\$138,796.44	\$127,968.40	\$213,923.86

County Clerk Debbie Gillette gave the board an update on the Election.

Coroner

Coroner Jacquie Purcell reviewed the report in the packet.

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti presented the assessment ratios adjusted for changes – Board of Review and the estimate of the 2024 EAV.

Regional Office of Education

Regional Superintendent Chris Mehochko spoke about the Professional Developmental Alliance, Grant funding and spending, PAAS, Emergency Plan and the Dolly Parton Library.

EMA

Roger Bonuchi stated that the hazard mitigation meeting is tonight and the Amateur Radio Operators.

STANDING COMMITTEE REPORTS

Highway

Preliminary Engineering

Member Shanley moved to approve the of Preliminary Engineering Services Agreement between Kendall County and Hutchison Engineering, Inc. in the amount of \$1,620,000 for Phase 2 Engineering on Ridge Road Reconstruction from Holt Road to Black Road. Member Peterson seconded the motion.

County Engineer Fran Klass stated that this is a long process, and it is efficient to keep the same engineer.

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

A complete copy of IGAM 24-07 is available in the Office of the County Clerk.

Right-of-Way

Member Shanley moved to approve the Agreement between Kendall County and Mathewson Right-of-Way Company for right-of-way consulting services on Ridge Road in an amount not to exceed \$360,000. Member DeBolt 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 24-08 is available in the Office of the County Clerk.

SPECIAL COMMITTEE REPORTS

Member DeBolt stated that the building project is on time and on budget.

CHAIRMAN'S REPORT

Member Rodriguez moved to approve the appointment(s). Member Peterson seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye except Wormley who was recused from voting. **Motion carried.**

APPOINTMENT(S)

Mike Nadeau - Little Rock-Fox Fire District - 3 year term - February 2027
Mike Homerding - Farmland Review Committee - No term limit
Melinda Tejada – 708 Mental Health Board – 4 year term – February 2028
Pam Ely – 708 Mental Health Board – 4 year term – February 2028
Seth Wormley – Connect Kendall County Commission –Term to Expire November 2024

EXECUTIVE SESSION

Member Peterson made a motion to go into Executive Session for (21) discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06 , Member Gengler seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

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

Approved and submitted this 22nd day of February 2024.

Respectfully submitted by,

Debbie Gillette

Kendall County Clerk



COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, February 15, 2024, at 4:00 PM
Meeting Minutes

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

Roll Call

Board Member	Status	Arrived	Left Meeting
Matt Kellogg	Here		
Scott Gengler	Here		
Zach Bachmann	Here		
Brian DeBolt	Here		
Elizabeth Flowers		4:17pm	
Dan Koukol	Here		
Jason Peterson	Here		
Ruben Rodriguez	Here		
Brooke Shanley	Here		
Seth Wormley	Absent		

With 8 members present a quorum was established.

Staff Present: Christina Burns, Latreese Caldwell, Dan Polvere, Luke Prisco, & Jim Webb

Others Present: Ethan Kruger (WSPY), Rick Krischel (Cordogan Clark), Brian Kronewitter (Cordogan Clark)

Approval of Agenda – Member DeBolt made a motion to approve the agenda. Second by Member Rodriguez. **With 8 members present voting aye, the motion was carried by a vote of 8-0.**

Approval of Claims – Motion made by Member Bachmann, seconded by Member Peterson to forward claims to the next County Board meeting. **With 8 members present voting aye, the motion was carried by a vote of 8 - 0.**

Committee Reports and Updates-

A. Presentation: Monthly Update of the COB II Construction

Brian Kronewitter spoke briefly on the progress of the County Office Building #2 construction. Mr. Kronewitter feels confident that the building will be completed by June 1st. Rick Krischel also spoke briefly about updates since the last meeting. Current activity progress includes AV Barrier/Water Proofing Membrane, Roofing, Concrete ADA ramp at South Lot Retaining Wall, Rough In Mechanical Piping & Ductwork, Fire Protection Piping, Rough in Electrical, Rough in Plumbing, HVAC Equipment Install & Hookup, Drywall Deck – Framing, Insulation, and Drywall. Phases of construction scheduled for the future include rough framing, windows, installation of doorframes, and Drywall completion.

New Committee Business –

A. Motion (forward to County Board)- Approval of contingency reduction No. 5 – Omega Plumbing; \$144,702 (\$2,202 increase) CSN Electric \$998,633 (\$8,852, \$9,808 & \$1,851 increases.

Contingency reduction No.5 includes costs for lowering the water main to accommodate other equipment for the connection of the water main to sprinkler system and for electrical changes due to the coordination issues and final furniture and elevator designs.

Member DeBolt made a motion to forward the Approval of Contingency Reduction No. 5 to the next County Board, Seconded by Member Bachmann . With 9 members present voting aye, the motion was carried by a vote of 9- 0.

B. Motion (forward to County Board) – Approval of Phase 1 Office, Lobby and Training Furniture procurement via the TIPS government Co-Op Contract Number 210305 at a cost not to exceed \$310,648.

Dan Polvere reviewed the lobby and training furniture that will be purchased for the COB II building. See packet for additional information on layout and furniture.

Member DeBolt made a motion to forward the Approval of Contingency Reduction No. 5 to County Board, Seconded by Member Shanley. With 8 members present voting aye, the motion was carried by a vote of 8- 0.

Old Committee Business- UPS has been installed at the public safety center. Facilities are in the process of getting rid of the old system.

Department Head and Elected Officials Reports – None

Public Comment – Maria Lopez and Nicholas Romero from AID (Association Individual Development) shared with the Committee their new location in Yorkville. They are in the process of accreditation and hoping to open soon to provide services.

Questions from the Media – None

Chairman's Report – Election Day is March 19, 2024. The next County Board meeting will be on March 20th, 2024 9am.

Appointments

Mike Nadeau - Little Rock-Fox Fire District - 3 year term - February 2027

Mike Homerding - Farmland Review Committee - No term limit

Melinda Tejada – 708 Mental Health Board – 4 year term – February 2028

Pam Ely – 708 Mental Health Board – 4 year term – February 2028

Seth Wormley – Connect Kendall County Commission – 2 years term – November 2024

For more transparency on each appointment the Committee discussed adding a small bio for each appointment.

Action Items for County Board –

- Claims
- Approval of Contingency Reduction No.5 - Omega Plumbing; \$144,702 (\$2,202 increase) CSN Electric \$998,633 (\$8,852, \$9,808 & \$1,851 increases)
- Approval of Phase 1 Office, Lobby and Training Furniture procurement via the TIPS government Co-Op Contract Number 210305 at a cost not-to-exceed \$310,648.
- **Appointments**
 - Mike Nadeau - Little Rock-Fox Fire District - 3-year term - February 2027
 - Mike Homerding - Farmland Review Committee - No term limit
 - Melinda Tejada – 708 Mental Health Board – 4-year term – February 2028
 - Pam Ely – 708 Mental Health Board – 4-year term – February 2028
 - Seth Wormley – Connect Kendall County Commission – 2 years term – November 2024

Executive Session- None

Adjournment – Member Bachmann made a motion to adjourn the meeting, second by Member Koukol. **With 9 members present voting aye, the meeting adjourned at 4:24p.m.**

Respectfully Submitted,

Nancy Villa
Executive Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
FINANCE & BUDGET COMMITTEE
Meeting Minutes for Thursday, January 25, 2024

Call to Order – Committee Chair Scott Gengler called the Finance & Budget Committee to order at 4:46 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Scott Gengler	here		
Brian DeBolt	here		
Matt Kellogg	here		
Jason Peterson	here		
Seth Wormley	here		

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

Staff Present – Christina Burns, Latreese Caldwell, Jennifer Karales

Other Board Members Present – Seth Wormley, Brooke Shanley

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

Approval of December 28, 2023 Finance & Budget Committee Meeting Minutes – Member Peterson made a motion to approve the minutes, second by Member Kellogg. **With five (5) members present voting aye, the motion carried by a vote of 5-0.**

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

Committee Reports and Updates

- A. **Connect Kendall County Broadband Update** - Update was presented to the committee at the Special COW meeting prior to this meeting on January 25, 202.
- B. **Personnel Reports** – Treasurer Jill Ferko provided to the committee the Treasurer’s Employee Status Report and is included in the packet starting on page 4.
- C. **ARPA Treasury Reporting Status Filing** – Jennifer Karales provided to the committee the quarterly ARPA Status report which can be found on page 7 of packet. \$4.4 million still needs to be allocated by December 2024 and spent by 2026.
- D. **ARPA Fund Update** - Same as the ARPA status filing report.
- E. **Opioid Settlement Status Filing** – Jennifer Karales reported on the Opioid Settlement Fund this is a quarterly report, it shows that Kendall County received a small amount from the Meijer settlement and the program expenditures for Q4 2023.

New Committee Business

A.*DISCUSSION: Approval of FY 2024 Opioid Fund Applications

Health Department and Judicial have applied for funding from the Opioid Settlement money. Applications can be found starting on page 16 in the packet. Health Department Assistant Executive Director Steve Curatti explained in more depth how the funds would be spent by the Health Dept. The bulk of the funds would help fund two media campaigns to prevent opioid misuse. The Health Department would like to continue with the ad campaigns in the theaters and streaming. The second campaign is posters and drink coasters in local bars and restaurants, both campaigns included a QR Code that leads individuals to their website for information and to locations for free Narcan kits. The committee would like more information on specific data and effectiveness of the campaign. Questions were asked if this the most effective way to reach this audience, and can they provide more metrics to the committee in the future? Can they find another way to reach this audience – a different campaign or other social media platform? Mr. Curatti stated that they are able to see the clicks on the QR code and able to get some data from this. Mr. Curatti wants to run this ad for another campaign and then will explore other ideas.

Member DeBolt made a motion for approval of FY2024 Opioid Application for the Health Department , second by Member Kellogg. **With five (5) members present voting aye, the motion carried 5-0.**

The second application is from the Kendall County Drug Court/Judicial for the support of an individual in treatment and recovery.

Member Kellogg made a motion for approval of FY2024 Opioid Application for Judicial, second by Member DeBolt. **With five (5) members present voting aye, the motion carried 5-0.**

B.*DISCUSSION: Approval of Senior Levy Award Process

Chair Gengler explained that \$363,000 is available to award entities that serve the senior community and Administration is requesting to move to an online application to replace the paper process used in the past. Latreese Caldwell directed the committee to the timeline and past allocation of funds which can be found in the packet on page 27. The application can be found on pages 28-36 of the packet.

Member Kellogg made a motion for the Approval of Senior Levy Award Process, second by Member DeBolt . **With five (5) members present voting aye, the motion carried 5-0.**

C.*DISCUSSION: Discussion on Kendall County Inspector General training cost share

Undersheriff Richardson contacted the committee regarding the Inspector General's (IG) ongoing professional development costs. Christina Burns explained that when the IG is involved in general training, they are suggesting the cost should be shared by the Sheriff's Department and the County Administrator. Training specific to law enforcement or public safety investigations would be charged fully to the Sheriff's Department budget. The ask is for an even split between the Sheriff's Office and Administration for this year's training costs.

Member Peterson made a motion for the Approval of Kendall County Inspector General training cost share, second by Member DeBolt. **With five (5) members present voting aye, the motion carried 5 -0.**

D.*MOTION (Forward to County Board): Approval of Court Administrator salary increase in the amount of \$5,000 from General Fund 11001515 and \$5,000 Stipend from Law Library Fund 132415

The individual will be taking on an additional role in the 23rd Circuit court and also finishing professional certification.

Member Kellogg made a motion for Approval of Court Administrator salary increase in the amount of \$5,000 from General Fund 11001515 and \$5,000 Stipend from Law Library Fund 132415 to be forwarded to the next County Board meeting, second by Member DeBolt. **With five (5) members present voting aye, the motion carried 5-0.**

E.*MOTION (Forward to County Board): Approval of Ordinance Abating the Taxes levied for the Year 2023 Payable 2024 to Pay Debt Service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017, 2019B for the County of Kendall, Illinois

Deputy Administrator Latreese Caldwell explained that the bonds outstanding are all alternate revenue source bonds, and property taxes do not pay for the debt service. Every year need to abate the property tax and give this information to the County Clerk to pull off the property tax levy (pages 39-43 in packet). The debt service for Bond Series 2016 and 2017 is paid by the Public Safety Sales Tax Fund. The debt service for Bond Series 2019B is paid by sales tax revenue from the General Fund, revenue from the Health Department Fund, and rental income from Workforce Development, and the Kendall Housing Authority.

Member Kellogg made a motion for Approval of Ordinance Abating the Taxes levied for the Year 2023 Payable 2024 to Pay Debt Service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017, 2019B for the County of Kendall, Illinois to be forwarded to the next County Board meeting, second by Member Wormley. **With five (5) members present voting aye, the motion carried 5-0.**

Old Committee Business – None

Chairman's Report - None

Public Comment – None

Executive Session – None

Items for County of the Whole – None

Items for County Board

- Approval of Claims
- Approval of Court Administrator salary increase in the amount of \$5,000 from General Fund 1001515 and \$5,000 Stipend from Law Library Fund 132415
- Approval of Ordinance Abating the Taxes levied for the Year 2023 Payable 2024 to Pay Debt Service on General Obligation Bonds (Alternate Revenue Source) Series 2016, 2017, 2019B for the County of Kendall, Illinois

Adjournment – Member Peterson made a motion to adjourn the Finance and Budget Committee meeting, second by Member DeBolt. **With five (5) members present voting aye; the meeting was adjourned at 5:33 p.m. by a vote of 5-0.**

Respectfully submitted,
Sally A. Seeger
Administrative Assistant and Recording Clerk

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

Call to Order

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

Roll Call

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

With 3 members present a quorum was established.

Staff Present: Leslie Johnson, Amanda Pazdan, Christina Burns, Tracy Page , Brooke Shanley

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

Committee Reports and Updates –

A. Horton Group- Kendall County Employee Benefits Report and Updates

Mike Wojcik gave a presentation on 2023 Year End Review. The pandemic setbacks are still causing the market to be unstable. Kendall County has performed better than the market. The average annual cost since 2018 was 5.06%. The initial renewal prior to Horton market analysis and negotiations was 11.81%. The Horton Public Sector Block averaged a 2.08% increase per year over the past 5 years. Currently the average employee age is 44. The ratio of members to employees is 2.19:1. 72% of pharmacy spend was for specialty Rx. Total specialty spend was \$2,003,028. Specialty spend was \$425,954 in 2019. These results are above market, which trends between 40% and 50%. Cost share changed from 2 tier to 4 tier effective 1/1/24. This resulted in 15 spouses dropping coverage. Employers spending was lowered by \$148,714 and employee spend lowered by \$141,501.

B. Monthly Benefits Report

The Monthly Medical Insurance report was provided to the Committee by the Treasurer's Office. See page 3 in packet.

C. Monthly Human Resources Department Report

Human Resources Director Leslie Johnson introduced Amanda Pazdan, New Part-Time HR Administrative Assistant.

Human Resource monthly update:

- A walkthrough with an appraiser was completed on January 30th for all County buildings.
- HR Department has begun planning for the 2024 Summer Intern program.
- Employee Appreciation luncheons start this week. The first luncheon will be Tuesday February 6th at Meadowhawk Lodge.

- Chili Cookoff was on January 26th. Congratulations to Jill Ferko – Treasurer’s office (1st place), Brian Holdiman – Planning, Building, & Zoning (2nd place), and Latreece Caldwell-Administration Department (3rd place).
- Labor Relation- Union negotiations are still ongoing.

For January 2023 Human Resources Department report, See page 5 in packet.

D. Executime & Tyler Munis Update

Staff has been working on building accruals in Tyler Munis. A ticket has been submitted to Tyler Munis to put together a test site for Kendall County. Awaiting to hear back, Payton Karlovich (HR Generalist), has been working on creating manuals and training guides. See page 6 in packet.

New Committee Business –

A. Resolution Regarding Kendall County Wellness Program Guidelines

Staff prepared the resolution regarding Kendall County Wellness Program Guidelines. This resolution requires an employee to complete their annual wellness screening sometime during the calendar year immediately preceding the applicable plan year for the employee to receive their health insurance premium discount for the applicable plan year

Member Bachmann made a motion to forward to the February 20, 2024, County Board meeting, second by Member Flowers. With 3 members voting aye, the motion was carried by a vote of 3 - 0.

B. Revised Section 8.7 Victims’ Economic Security and Safety Policy

The Victims’ Economic Security and Safety Act (VESSA) is a state law that provides eligible employees with job protected leave and /or reasonable accommodations to assist the employee in responding to an act or threat of domestic, sexual, or gender violence, or any other crime of violence.

The policy revisions are necessary to address a recent amendment to VESSA, which provides eligible employees with up to two work weeks of VESSA leave for reasons associated with the death of an employee’s covered family member or covered household member who was the victim of crime of violence.

Member Flowers made a motion to forward to the February 20, 2024 County Board meeting, second by Member Bachmann. With 3 members voting aye, the motion was carried by a vote of 3 -0.

C. New Section 5.14 Confined Spaces Policy

OSHA regulations require an employer to develop and implement a written confined space program that complies with OSHA requirements. After consulting with Facilities Management, staff has prepared the attached draft policy on page 18 in packet.

Member Bachmann made a motion to forward to the February 20, 2024, County Board meeting, second by Member Flowers. **With 3 members voting aye, the motion was carried by a vote of 3 -0.**

D. New Section 8.13 Blood and Organ Donor Leave Policy

This policy complies with state law requirements for the Illinois Employee Blood Donation Leave act. Illinois employers must provide paid leave to eligible employees for the purpose of organ and/or blood donation.

Member Flowers made a motion to forward to the February 20, 2024, County Board meeting, second by Member Bachmann. **With 3 members voting aye, the motion was carried by a vote of 3-0.**

E. Deputy Director Job Description (EMA Department)

See page 24 in packet for the Deputy Director for the Kendall County Emergency Management job description.

Member Bachmann made a motion to forward to the February 20, 2024, County Board meeting, second by Member Flowers. **With 3 members voting aye, the motion was carried by a vote of 3-0.**

F. Revised Kendall County Organizational Chart and Headcount

The revised Organizational Chart and Headcount reflects the following changes approved by the Kendall County Board on December 19, 2023

- New Part Time Human Resources Assistant Position in the Human Resources Department
- New Supervisory roll for the Kennel Manager at Animal Control Department

Member Flowers made a motion to forward to the February 20, 2024, County Board meeting, second by Member Bachmann. **With 3 members voting aye, the motion was carried by a vote of 3-0.**

Old Committee Business – None

Chairman's Report – Chair Rodriguez thanked Human Resource Department for all they have accomplished in 2023.

Public Comment – None

Executive Session – None

Items for the Committee of the Whole Meeting – None

Action Items for County Board –

1. Under Consent Agenda

- Resolution Regarding Kendall County Wellness Program Guidelines
- Revised Section 8.7 Victims' Economic Security and Safety Policy
- New Section 5.14 Confined Spaces Policy
- New Section 8.13 Blood and Organ Donor Leave Policy
- Deputy Director Job Description (EMA Department)
- Revised Kendall County Organizational Chart and Headcount

2. Items for Committee Business

Adjournment – Member Flowers made a motion to adjourn, second by Member Bachmann. **With 3 members present in agreement, the meeting was adjourned at 6:25pm.**

Respectfully submitted
Nancy Villa
Executive Administrative Assistant

HIGHWAY COMMITTEE MINUTES

DATE: February 13, 2024
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Zach Bachmann, Dan Koukol, Brian DeBolt, and Scott Gengler
STAFF PRESENT: Michele Riley, John Burscheid, and Francis Klaas
ALSO PRESENT: Jeremy Hudek

The committee meeting convened at 3:33 P.M. with roll call of committee members. Rodriguez absent. Quorum established.

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

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

Motion DeBolt; second Koukol, to recommend approval of an intergovernmental agreement for the dedication of Kendall County Transportation Alternatives Program ("KC-TAP") funding and authorizations to the Kendall County Forest Preserve District to construct the Hoover-Fox River Bluffs Forest Preserves Connecting Trail (2024). Chairman Bachmann noted that the committee had discussed this on multiple occasions and should be ready to move forward to county board. Klaas added that the Forest Preserve was moving simultaneously to take the IGA to the board next Tuesday. Motion approved unanimously.

Motion Gengler; second DeBolt, to recommend approval of a Resolution for Maintenance Under the Illinois Highway Code appropriating \$1,750,000 from the Motor Fuel Tax Fund of Kendall County. DeBolt asked if the projects funded by this resolution were listed in the 5-Year Plan. Klaas stated that they were not specifically listed, but were included as a placeholder in each year of the 5-Year Plan and labeled as HMA resurfacing. Gengler asked what the specific projects were for 2024. Klaas stated that they included resurfacing of Ridge Road from Wheeler Road to Ill. Rte. 126, Fox River Drive from Newark to Millington, and Cannonball Trail from Ill. Rte. 47 to BNSF Railroad. Motion approved unanimously.

Motion Koukol; second DeBolt, to recommend approval of a Preliminary Engineering Services Agreement between Kendall County and Hutchison Engineering, Inc. in the amount of \$1,620,000 for Phase 2 Engineering on Ridge Road Reconstruction from Holt Road to Black Road. Koukol thought that the cost for Phase 2 Engineering seemed a bit high. Klaas indicated that, in relative terms, the fee was fairly inexpensive. He compared the cost for Ridge Road to Phase 2 costs for Eldamain Road... Ridge being significantly cheaper. Bachmann noted that the Phase 2 Engineering costs amounted to about 5.5% of the estimated construction cost. This cost is very competitive compared to other projects. After further consideration, the motion was approved unanimously.

Motion DeBolt; second Gengler, to recommend approval of agreement between Kendall County and Mathewson Right-of-Way Company for right-of-way consulting services on Ridge Road in

an amount not to exceed \$360,000. Bachmann stated that it would be very desirable to get an agreement in place for land acquisition, so that the County could begin these efforts as soon as IDOT approves the Project Development Report. Klaas stated that, because of the federal funds in the construction of this project, the County must follow all rules and regulations contained in the Federal Uniform Manual for Land Acquisition. This means that every parcel of land acquired will have to be appraised by a State-certified appraiser. There must also be a review appraisal by a State-certified appraiser. The agreement includes all negotiations, recording fees, and certification by Illinois Department of Transportation. Koukol asked how many parcels were needed on the project. Klaas said that he was estimating 40 parcels would be needed. Motion approved unanimously.

Motion DeBolt; second Gengler, to recommend approval of a Preliminary Engineering Services Agreement between Kendall County and Willett Hofmann & Associates, Inc. in an amount not to exceed \$48,875 for the inspection of county bridges in 2024 and 2025. Chairman Bachmann noted that the bridge inspections are required by the National Bridge Inspection System (NBIS), no one at the Kendall County Highway Department is qualified to perform the inspections, and Willett Hofmann & Associates has been performing these inspections for Kendall County for quite a few years. Motion approved unanimously.

Motion Gengler; second DeBolt, to approve the low bid from Gjovik Ford in the amount of \$233,938.18 for 4 pickup trucks and miscellaneous equipment. Koukol thought that this was a very good price for 4 pickups, considering the cost for pickups these days. He also asked if there were other bids. Klaas stated that a notice was published and competitively bid, but there were no other bids received besides Gjovik's. Koukol also asked how long it would take to get the pickups. Klaas thought it would be 3 to 4 months. DeBolt asked what would happen with the old pickups that the Highway Department was liquidating. Klaas indicated that they were currently programmed to go to the Facilities Management Department. Motion approved unanimously.

Motion DeBolt; second Koukol, to recommend approval of an Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for Water Lily Solar Project, LLC. Klaas described the project related to the requested variance. It is for construction of a solar field near the corner of Ridge Road and Wildy Road in the corporate limits of the Village of Minooka. The petitioner is requesting a temporary full access to the east side of Ridge Road approximately 950' north of Wildy Road. When the County reconstructs Ridge Road to 4 lanes, it will have a raised center median, which will prohibit any left turns. At that time, the temporary full access will revert to a right in / right out access. Klaas stated that this would be very low impact on Ridge Road and fully supported the temporary full access. Motion approved unanimously.

Motion Koukol; second Gengler, to recommend approval of an Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for Lantana Solar Project, LLC. Klaas indicated that this variance request was almost identical to the previous one. Lantana is immediately north of Water Lily. The requested temporary full access was for the east side of Ridge Road approximately 1,800' north of Wildy Road. The full access would also go away when Ridge Road is reconstructed; and the access would revert to a right in / right out access. DeBolt wondered where these projects would tie into the grid. Klaas stated that the Minooka peaker plant was less than a mile east of these projects, so they could tie into the grid easily. Klaas also noted that there was an L-shaped parcel at the corner of Ridge & Wildy that is being

reserved for commercial purposes and was going to be controlled by the Village of Minooka. DeBolt asked Klaas to remind the Village that they would not be allowed to have full access to Ridge Road so close to Wildy Road. Klaas thought that there would be right in / right out on Ridge Road to the Village parcel and a full access on Wildy Road. He will coordinate with the Village. Motion approved unanimously.

In regard to paving Pavillion Road for Kendall Township and City of Yorkville, Klaas described how the County has typically repaired routes for other agencies when those routes were used as detour routes for county projects. Pavillion Road was used for a long time as a detour route for Highpoint / Eldamain Road during the construction of Eldamain Road. Klaas stated that there was quite a bit of damage to Pavillion Road during the detour. Emergency patching had to be done on the township's portion. Now that the detour is over, Kendall Township is asking that Pavillion Road be repaired by the County. Klaas thought that the County should repair Pavillion Road by providing a hot mix asphalt resurfacing from Ill. Rte. 71 to a point at the north end of the Township's jurisdiction... a total distance of about $\frac{3}{4}$ mile with a cost of around \$100,000. He had already talked to the City about the north end of Pavillion Road and the City agreed that it did not need to be repaired. Koukol wondered if the Township would be willing to share in the repair cost. Klaas indicated that he had spoken to the City and they had all their money tied up in other projects this year. Klaas didn't think the County should charge the Township and not the City for the work to be done. Klaas indicated that there was money budgeted in the Transportation Sales Tax Fund for this work; but he wanted to get an indication of whether the Board was in favor of it before he discussed the preparation of an IGA with the State's Attorney Office. He reiterated the fact that this was the same sort of thing that was recently done for Fox Township after the Millington Bridge was completed. The committee members were generally in favor of this work and Bachmann agreed to bring the matter up at the next C.O.W. meeting on Thursday.

Under the Chairman's Report, Bachmann advised the committee that Eldamain Road Extension had been selected as a Public Works Project of the Year in the category Transportation - \$25 million, but less than \$75 million by the APWA, Fox Valley Branch.

In other business, DeBolt asked about the status of the reclamation near the temporary concrete batch plant on the east side of Eldamain Road on Neil Borneman's property. He noted that there was an area that had not been covered with topsoil and landscaped. Klaas was not aware of the status but said he would look into it.

Motion Koukol; second Gengler to forward Highway Department bills for the month of February in the amount of \$127,089.70 to the Finance Committee for approval.

Motion DeBolt; second Koukol to adjourn the meeting at 4:05 PM. Motion carried unanimously.

Respectfully submitted,



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

Action Items

1. Intergovernmental agreement for the dedication of Kendall County Transportation Alternatives Program (“KC-TAP”) funding and authorizations to the Kendall County Forest Preserve District to construct the Hoover-Fox River Bluffs Forest Preserves Connecting Trail (2024)
2. Resolution for Maintenance Under the Illinois Highway Code appropriating \$1,750,000 from the Motor Fuel Tax Fund of Kendall County
3. Preliminary Engineering Services Agreement between Kendall County and Hutchison Engineering, Inc. in the amount of \$1,620,000 for Phase 2 Engineering on Ridge Road Reconstruction from Holt Road to Black Road
4. Agreement between Kendall County and Mathewson Right-of-Way Company for right-of-way consulting services on Ridge Road in an amount not to exceed \$360,000
5. Preliminary Engineering Services Agreement between Kendall County and Willett Hofmann & Associates, Inc. in an amount not to exceed \$48,875 for the inspection of county bridges in 2024 and 2025
6. Approve the low bid from Gjovik Ford in the amount of \$233,938.18 for 4 pickup trucks and miscellaneous equipment
7. Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for Water Lily Solar Project, LLC
8. Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance for Lantana Solar Project, LLC

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 January 8, 2024 – Unofficial until Approved

CALL TO ORDER

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

ROLL CALL

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

Committee Members Absent: Brooke Shanley

Also Present: Matthew H. Asselmeier, Wanda A. Rolf, Dan Kramer, and Greg Chismark

APPROVAL OF AGENDA

Member Rodriguez made a motion, seconded by Member Flowers, to approve agenda. With a voice vote of four (4) ayes, the motion carried.

APPROVAL OF MINUTES

Member Flowers made a motion, seconded by Member Koukol, to approve the minutes of the November 13, 2023, meeting. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT

None

EXPENDITURE REPORT

The Committee reviewed the Expenditure Report from November 2023, the end of Fiscal Year Escrow Report, and the Expenditure Report from December 2023.

PETITIONS

Petition 23-31 Jorge A. and Hilda G. Montes

Chairman Wormley discussed the vacation.

A five foot (5') public utility and drainage easement exists on the north and south lot lines of Lots 27 and 28 in the Grove Estates Subdivision.

The Petitioners would like to merge the two (2) lots and construct a new house over the easements.

The application materials and plat of vacation were provided.

The property address is 7216 and 7280 Roberts Court, Oswego.

The property is approximately one point five (1.5) acres in size.

The property is zoned RPD-2.

The current land use is Wooded.

The future land use is Rural Residential (Max 0.65 Du/Acre).

Roberts Court is a Township Road classified as a Local Road.

There are no trails planned in the area.

There are no floodplains or wetlands on the property.

The adjacent land uses are wooded and single-family residential.

The adjacent properties are RPD-2.

The future land use for the area is Rural Residential (Max 0.65 Du/Acre).

The property immediately to the east of the subject also vacated drainage and utility easements for the same reason in 2020.

Na-Au-Say Township was emailed information on November 17, 2023. No comments received.

The Village of Oswego was emailed information on November 17, 2023. No comments received.

The Oswego Fire Protection District was emailed information on September 21, 2023. No comments received.

ZPAC reviewed the proposal at their meeting on December 5, 2023. The Petitioners' Attorney indicated that they had secured all signatures, including Comed's signature. ZPAC recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided.

Staff requested that the Petitioners provide information stating that none of the utilities were in opposition to the request. On November 16, 2023, the Petitioners' Attorney submitted an email stating that all of the utilities had signed the plat except Comed. This email was provided.

The homeowners' association submitted an email on November 14, 2023, expressing no opposition to the request. This email was provided.

Mr. Asselmeier read a memo from WBK Engineering stating that they had no objections to the vacation from a drainage perspective.

Staff recommended approval of the requested vacation with the following conditions:

1. Lots 27 and 28 of Grove Estates Subdivision shall not be sold as individual lots upon the successful recording of the plat of vacation. Within ninety (90) days of the effective date of this ordinance, the Petitioners shall submit a parcel consolidation request to Kendall County.
2. This vacation shall become effective upon the successful recording of the plat of vacation in the timeframe outlined in Section 7.06.H of the Kendall County Subdivision Control Ordinance unless an extension is granted by the Kendall County Board.

The draft ordinance was provided.

Dan Kramer, Attorney for the Petitioner, stated that all utilities have signed off on the vacation.

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

The votes were as follows:

Yeas (4): Flowers, Koukol, Rodriguez, and Wormley

Nays (0): None

Abstain (0): None

Absent (1) Shanley

The motion carried.

The proposal goes to the January 16, 2024, County Board meeting on the consent agenda.

NEW BUSINESS

Approval of Annual Renewal Mobile Home Permit 13443 Fennel Road

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

The votes were as follows:

Yeas (4): Flowers, Koukol, Rodriguez, and Wormley

Nays (0): None

Abstain (0): None

Absent (1): Shanley

The motion carried.

Discussion of Stormwater Training Event

Mr. Asselmeier explained the reason for the event. Mr. Asselmeier asked if any Committee Members were planning on attending the January 31, 2024, event. Member Flowers asked if there will be a copy of the presentations after the event. Greg Chismark, WBK Engineering, LLC, discussed the upcoming presentations and said that a copy of it would be made available for Committee and Board Members.

Approval of Contract for Engineering Review, Inspection and Consultation Services with WBK Engineering, LLC; Committee Could Forward the Proposal to the State's Attorney's Office for Review

Mr. Asselmeier spoke about the proposal and the increase in fees. The contract was last approved in 2009. The revised proposal, which had been reviewed by the State's Attorney's Office, was given to the Committee.

Member Flowers made a motion, seconded by Member Rodriguez, to approve the revised proposal

The votes were as follows:

Yeas (4): Flowers, Koukol, Rodriguez, and Wormley

Nays (0): None
Abstain (0): None
Absent (1): Shanley

The motion carried.

The proposal goes to the January 16, 2024, County Board meeting on the consent agenda.

Review of 2024 Application Calendar

The Committee reviewed the 2024 Application Calendar.

Short-Term Rental Renewal Update

Mr. Asselmeier discussed the Short-Term Rentals. There were eleven (11) short-term rentals registered with the county. There were two (2) that did not renew and one (1) that planned to renew in January.

Kendall County Regional Planning Commission Annual Meeting-February 3, 2024, at 9:00 a.m.

Mr. Asselmeier reported the Kendall County Regional Planning Commission Annual Meeting would be February 3rd in the County Boardroom.

Mr. Asselmeier stated there were about two hundred (200) invitees. Chairman Wormley asked if representatives from the Villages of Oswego and Plainfield were planning on attending. Mr. Asselmeier responded that Plainfield attended last year, but Oswego did not attend. Chairman Wormley requested Mr. Asselmeier to send email to the Village of Oswego asking them directly to attend.

OLD BUSINESS

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

The Committee reviewed the status of the Stormwater Permit at 13039 McKanna Road. Mr. Asselmeier stated that WBK Engineering requested additional information from the Petitioner. The Petitioner was given until January 22, 2024 to submit the outstanding items.

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

Mr. Holdiman recommended a three (3) month extension of the permit.

Member Rodriguez made a motion, seconded by Member Flowers, to grant the three (3) month extension.

The votes were as follows:

Yeas (4): Rodriguez, Wormley, Flowers, and Koukol
Nays (0): None
Abstain (0): None
Absent (1): Shanley

The motion carried.

REVIEW VIOLATION REPORT

Review of FY 2022-2023 Inspection Report

The Committee reviewed the report.

The total number of permits were down in 2023 compared to 2022.

Review of Violation Report for December 2023

The Committee reviewed the violation report.

Most of the violations that are pending will be going to court in January 2024. Chairman Wormley asked why the noxious weeds violation was not on the report. Mr. Asselmeier responded that it has been postponed until April 2024 due to the weather and the item was on the Pre-Violation Report.

REVIEW PRE-VIOLATION REPORT

The Committee reviewed the report.

UPDATE FOR HISTORIC PRESERVATION COMMISSION

Kendall County Historic Preservation will have their Annual Meeting on February 21, 2024, at 6:00 p.m., at Aux Sable Grove Presbyterian Church, at 5021 Wheeler Road, Yorkville.

Topics will be Au Sable Grove Presbyterian Church which celebrated their one hundred seventy-fifth (175th) anniversary. Jon Pressley from the Illinois Department of Natural Resources will also be speaking about the importance of landmarking a building. The Commission was also needing help in identifying the oldest structures and buildings in Kendall County.

REVIEW PERMIT REPORT

Review November 2023 Permit Report

The Committee reviewed the report.

Review December 2023 Permit Report

The Committee reviewed the report.

Review of End of Year Permit Report

The Committee reviewed the report.

REVIEW REVENUE REPORT

Review of November 2023 Revenue Report

The Committee reviewed the report.

Review of 2011-2022 Revenue Report

The Committee reviewed the report.

Review of December 2023 Revenue Report

The Committee reviewed the report.

CORRESPONDENCE

None

COMMENTS FROM THE PRESS

None

EXECUTIVE SESSION

None

ADJOURNMENT

Member Flowers made a motion, seconded by Member Rodriguez, to adjourn. With a voice vote of four (4) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 7:02 p.m.

Minutes prepared by Wanda A. Rolf, Administrative Assistant

Enc.

Q

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

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

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
<i>Don Kremer</i>		

Proposal for Engineering Review, Inspection and Consultation Services

Kendall County, IL

December 4, 2023

Matthew Asselmeier, MPA, AICP, CFM
Director at Kendall County Planning, Building & Zoning
Kendall County
111 West Fox Street
Yorkville, IL 60560

Dear Mr. Asselmeier,

WBK Engineering, LLC (WBK) is pleased to provide this proposal to Kendall County (known hereafter as "the County") for professional engineering, stormwater, development review and construction inspection services. WBK looks forward to the opportunity to continue service to the County with development review services on a project-by-project basis. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

PROJECT UNDERSTANDING

It is our understanding that the County wishes to contract for professional engineering, stormwater, development review and construction inspection services for projects and development applications within the unincorporated area of Kendall County. We understand that the County wants qualified professional consultant to provide services for preliminary and final engineering plan review including storm water (storm sewer, detention, floodplains and wetlands), streets and roads, street lighting, water supply, wastewater treatment, and erosion and sediment control measures. WBK is also adept at performing, reviewing and scoping development impact traffic studies, the suitability of the preliminary development proposals as well as the practical aspects of final engineering plans review from a maintenance perspective. We understand services will be coordinated through the Planning, Building & Zoning Department. We also intend to work closely with other County Departments as appropriate.

SCOPE OF SERVICES

TASK 1 | Concept Development Review

At the request of the County, we will review conceptual development plans to determine if the submittal is reasonably consistent with the transportation, utility and drainage context in which it is proposed and relative to the requirements of County stormwater ordinance. This review will also assist with determining permit requirements and third-party jurisdiction. Available data regarding site conditions, (topography, soils, environmental resources including wetlands, flood plain and offsite drainage patterns) utilities and traffic in relation to the proposed concept plan will be reviewed from information provided by the engineer/applicant. Upon request of the staff, we will meet with the staff and/or the developer's team to identify issues needing additional information.

We will prepare a summary of third-party agencies that require permits for the project so that County staff is aware of constraints associated with a project at the concept stage. We will draft concept plan review comments if required and submit the review to the County.

Field Reconnaissance: If requested, an investigation of the project site will be made to identify site constraints and opportunities and will be based on conditions present at the time of the reconnaissance; visible utility locations, roadway conditions, sight distance, soil borings, available topographic data, environmental resources, existing buildings and structures and drainage conditions.

Stormwater Management: Based on the information provided to us, we will confirm appropriate stormwater management measures are appropriate for the concept planning process.

TASK 2 | Preliminary Engineering Review

At the request of the County, we will review the preliminary site plan, preliminary engineering design plan consisting of the storm sewers, water supply, wastewater treatment, roadways, pavement, and grading for the proposed project. We will review the following documents during the preliminary review phase of the development process including but not limited to:

- Preliminary Site Plan & Engineering Plan
- Preliminary Stormwater Management Report
- Wetland Delineation and Assessment Report
- Preliminary Subdivision Plat
- Preliminary Utility Studies
- Entitlement Documents (Annexation Agreement, PUD, Zoning, Special Use)

The review will be based upon the County ordinances related to development including the Subdivision and Stormwater Ordinances, special use requirements, IDOT, Kendall County transportation standards / policies, County Building Codes and general engineering and construction practices. We will draft a plan review for the County staff to use in the preliminary approval process. We will provide a plan review for each preliminary plan resubmittal to the County.

Meetings: We will attend meetings as needed with the applicant's team, third party review agencies and the County staff to determine the standards to be used in the design as well as the adequacy of existing or proposed infrastructure to serve the project. We will attend meetings at the request of the County.

TASK 3 | Final Engineering Review

At the request of the County, we will review the final site plan, final engineering design plan consisting of the storm sewers, water supply, wastewater treatment, roadways, pavement, and grading for the project. We will review the following documents against the Subdivision and the Stormwater Ordinance, annexation agreement, or special use requirements, IDOT, Kendall County transportation standards / policies, County Building Codes and general engineering and construction practices. We will identify third party permits including but not limited to IEPA, IDOT, USACE and IDNR. We will review the following documents during the final review phase of

planning and building permit processes including but not limited to:

- The Final Site Geometry
- Final Engineering Plans including Mass Grading, Stormwater Facilities, Storm Sewer, Sanitary Sewer, Water Mains, and Roadway Construction
- Final Landscape Plans
- Final Stormwater Management Report
- Final Wetland Documentation including all USACE correspondence
- Threatened and Endangered Species Clearances
- Historic Preservation Clearance
- Traffic Studies
- Review of Structural Calculations & Drawings
- BMP / Sustainable Practice review (including soils and landscape plants as appropriate)
- Engineer's Opinion of Probable Construction Cost
- Final Subdivision Plat

We will draft a plan review comments for the County staff to use in the final approval process. We will provide a plan review for each final plan resubmittal to the County.

Meetings: We will attend meetings as needed with the applicant's team, third party review agencies and the County staff to determine the standards to be used in the design as well as the adequacy of existing or proposed infrastructure to serve the project. We will attend meetings at the request of County staff.

Task 4 | Construction Inspection

At the request of the County we will serve as the County representative related to land disturbance / development improvements and construction inspections of the same. We understand the construction inspections may be requested on a part-time or full-time basis depending on the scope of the project and proposed improvements. Land Improvements typically may include:

- Soil Erosion Control and Mass Grading Operations
- Utility Construction including water main, sanitary sewer, storm sewers and street lighting improvements
- Roadway Construction
- Stormwater Management Improvements including stormwater basins and overland flow routes
- Off-site utility and roadway improvements
- Coordination with third party permit requirements (IDOT, USACE, etc.)

Construction inspection services include the following elements:

- Preconstruction meeting coordination and facilitation
- Utility and third-party permit coordination
- Site inspections and documentation for plan and County specification compliance
- Inspection of site material deliveries
- Testing coordination and documentation
- Conflict resolution facilitation with Developer and County

- Final Inspection and Punch List
- Project close out

All site visits will be documented with a written daily report of the length and detail necessary to document activities. Reports are typically supported with photos for the project record. Test results are verified and documented in the project file. Conflict and final punchlist correspondence is generated and maintained by the WBK project representative.

Task 5 | Professional Engineering Consultation

At the request of the County WBK will provide professional civil engineering consultation on topics that relate to residential and commercial building and land development, drainage investigations including IDNR and USACE coordination, code and ordinance violations, National Pollution Discharge Elimination System concerns and any other County interest or functions that requires the opinion, input or guidance from civil engineering professionals.

SCHEDULE FOR SERVICES

We will complete plan reviews within 10 business days of WBK receipt of a complete application, set of plans and calculations. We will endeavor to provide an initial review of documents within 3 business days of receipt to determine if the submittal is complete to continue with a comprehensive review. We understand that some projects may require reviews and responses quicker than 10 business days and we will endeavor to work with the County and the applicant to provide as timely response as reasonably possible. If for any reason the afore-noted timeframes cannot be reached WBK shall advise the County prior to proceeding with further services.

PROJECT ASSUMPTIONS

In preparing this proposal, we have attempted to provide you with a scope of services based on the needs of the County. We can provide many additional services through WBK staff or subconsultants whom we have a strong business relationship. The following are exceptions to our scope of services:

- Geotechnical services are not included in this proposal
- Environmental services are not included in this proposal
- Survey services are not included in this proposal
- Building inspection services are not included in this proposal including utility inspections required by the State of Illinois to be performed by a licensed plumber

ESTIMATE OF FEES

Due to the variability of the project size and complexity it is not in the applicant's or County's interest to set a flat fee for review and inspection services. However, we proposed the following fee schedule as the initial fund amount for an escrow account to fund review and inspection services.

- Tasks 1, 2 and 3 – Review Services - \$2,500 Initial funding balance
- Task 4 – Construction Inspection Services - \$3,500 Initial funding balance
- Task 5 – General Consultation – Detailed proposal required

Initial Funding balances may be increased or decreased as mutually determined by the County and WBK on a project by project basis based on the scale and complexity of the project.

The actual amount invoiced will be based on the level of effort required and actual time spent on each project. Each project will be invoiced separately. WBK will monitor escrow balance amounts and seek replenishment as necessary. Administration of escrow account balances is considered billable time to a project. Reimbursable expenses, such as postage, overnight delivery, printing, copying, etc. are not included in our budget/fee amounts, and will be invoiced to you at our cost plus 10%.

We propose to bill projects monthly based on the attached Schedule of Charges. 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 billing rates on December 31st of each calendar year by five percent (5%) or Consumer Price Index whichever is less.

This contract shall run for a term of two years with the option to be renewed on an annual basis as determined by the County.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to Kendall County. If you have any questions, please do not hesitate to call.

Sincerely,


Greg Chismark, PE
President

Encl: 2023 Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED
FOR KENDALL COUNTY:

Authorized By

Position

Date

WBK ENGINEERING, LLC
2024 Standard Charges for Professional Services

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$ 245
Engineer VI	\$ 210
Engineer V	\$ 190
Engineer IV	\$ 170
Engineer III	\$ 150
Engineer II	\$ 135
Engineer I	\$ 125
Urban Planner VI	\$ 215
Urban Planner V	\$ 190
Urban Planner IV	\$ 160
Urban Planner III	\$ 125
Urban Planner II	\$ 115
Environmental Resource Specialist V	\$ 152
Environmental Resource Specialist IV	\$ 140
Environmental Resource Specialist III	\$ 122
Environmental Resource Specialist II	\$ 115
Environmental Resource Specialist I	\$ 100
Technician V	\$ 170
Technician IV	\$ 150
Technician III	\$ 135
Technician II	\$ 115
Technician I	\$ 100
Intern	\$ 75
Administrative	\$ 85
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

WBK ENGINEERING, LLC
GENERAL TERMS AND CONDITIONS WITH KENDALL COUNTY, ILLINOIS

1. Relationship Between Engineer and Kendall County: WBK ENGINEERING, LLC (Engineer) shall serve as Kendall County'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 or 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. It is understood by Engineer that this agreement is with a government entity. As such, any further price adjustments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Client understands that the project schedule will be adjusted to accommodate the formal County procedure. The Engineer is not obligated to begin any additional work until County Board approval.
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. Any costs greater than the “not to exceed” fee referenced herein and by attachments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. 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 of suspension is greater than thirty (30) days.
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. Upon receipt of a termination notice, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Client shall not be liable for those costs and expenses resulting from Engineer's failure to mitigate such losses. Further, Client shall not be responsible for salaries, overhead and fees accrued after Agreement's termination.
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 inexactitudes, 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.

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.

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.
8. 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.
9. 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.
10. 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.

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. However, Engineer acknowledges that any such compensation will be contingent upon prior submittal of costs to the County for review and approval by the Kendall County Board.

11. 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.

12. Indemnification: Engineer shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Client Kendall 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, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the Engineer's negligent or willful acts, errors or omissions in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall 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, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Engineer's duty to indemnify and hold the County harmless, as set forth above.

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.

13. 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.
14. Not Used.
15. 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.
16. 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.
17. 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 or within the Proposal for Engineering Services and the Schedule of Charges, which are herein incorporated by reference. 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, Proposal for Engineering Services and the Schedule of Charges shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
18. 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".
19. 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, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

20. 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, fires, natural calamities.
21. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing. Engineer hereby waives any claim of lien against subject premises on behalf of Engineer, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Engineer shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
22. 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. Should such services be necessary, Engineer shall provide a written quote to Client in advance for approval.
23. 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.
24. 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.

In the case of notice to Kendall County, County Administrator, County of Kendall, 111 West Fox Street, Room 316, Yorkville, IL 60560, Fax (630) 553-4214 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois 60560, fax (630) 553-4204. And, in the case of Engineer, to: Greg Chismark, WBK Engineering, LLC, 116 W. Main Street, Suite 201, St. Charles, IL 60174

25. 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 those amounts that are equal to what Engineer has retained insurance coverage for at the time of contracting. Said insurance limits at the time of contracting include: Professional Liability of \$2,000,000.00 each occurrence and \$4,000,000.00 general aggregate; General Liability of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate; Automobile Liability of \$1,000,000.00; and an Excess/Umbrella of \$10,000,000.00 per occurrence. Engineer understands that said limits on liability are

based upon the coverage amounts that may be paid by his insurer and such liability limits are set irrespective of whether the insurer(s) actually pay such limits on Engineer's behalf. Engineer further understands that should insurance not provide the coverage amounts above, Engineer shall still be responsible for its liability up to the amounts listed. 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.

26. 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.

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.

27. 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.
28. Payment: Client shall be invoiced once each month for work performed during the preceding period. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)
29. Not Used
30. 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 Engineer has no responsibility to supervise and direct the work; 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 that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be contracted with to be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall be required to 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. Nothing within this paragraph shall be construed to constitute a warranty or guarantee as to the safety of the services the Contractor shall perform or to intimate the existence of a duty for providing indemnification or shared liability on behalf of the County for any actions, inactions or failures of contractors to provide proper safety precautions in the performance of their work.

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, and the Client, 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 and the Client do 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. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

31. 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 be required to 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.
32. 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 an operation, maintenance and repair activity for which the Engineer is not responsible.
33. Not Used
34. Compliance With State and Federal Laws: Engineer 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.
35. Authority To Execute Agreement: The County of Kendall and Engineer each hereby warrant and represent that their respective signatures set forth in the attached Proposal for

Engineering Services 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.

36. Venue: 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.
37. Non-Appropriation: In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Engineer. In the event of a default due to nonappropriation of funds, both parties have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
38. Insurance. See Exhibit 1
39. Certification: Engineer certifies that Engineer, 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).
40. Drug Free Workplace: Engineer and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
41. Vendor Information Reporting: In accordance with 35 ILCS 200/18-50.2, Engineer shall notify Kendall County, in writing, (1) whether Engineer or any of its subcontractors is a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01 et seq.); and (2) whether Engineer or any of its subcontractors holds any certifications for those categories or if they are self-certifying. If Engineer or any of its subcontractors self-certifies, Engineer shall notify Kendall County in writing whether Engineer or its subcontractors vendor qualifies as a small business under federal Small Business Administration standards.
42. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in WBK or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in WBK or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
43. Employment of Illinois Workers on Public Works Act. If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as "the Act"), Engineer, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this

Project in accordance with the Act. Engineer understands that the Act defines (a) “period of excessive unemployment” as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) “Illinois laborer” as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Engineer understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.

44. Engineer agrees to comply with The Davis Bacon Act – 40 U.S. C. 3141 et seq. as may be necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The DavisBacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction project through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

EXHIBIT 1 – WBK ENGINEERING AGREEMENT

38. Insurance. Engineer will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Client at the address set forth herein.

Before starting work hereunder, Engineer shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, and Employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease; (b) comprehensive commercial general liability insurance for bodily injury, personal and advertising injury, products and completed operations, and property damage in the minimum amount of at least \$1,000,000 per occurrence, and \$2,000,000 per aggregate per project; (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury and property damage; (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate; (e) Professional liability (Errors and Omissions) insurance appropriate to Engineer's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.

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

Client shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to liability arising out of work or operations performed by or on behalf of Engineer 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 Engineer's insurance. For any claims related to this Agreement, the Engineer's insurance coverage shall be the primary insurance primary coverage (at least as broad as ISO CG 20 01 04 13) with respect to Client. Any insurance maintained by Client shall be excess of the Engineer's insurance and shall not contribute with it.

Engineer hereby grants to Client a waiver of any right to subrogation which any insurer of Engineer may acquire against Client by virtue of the payment of any loss under such insurance. Engineer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Client has received a waiver of subrogation endorsement from the insurer.

Self-insured retentions must be declared to and approved by Client. Client may require Engineer to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Client.

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, Engineer must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of contract work.

Engineer shall furnish Client 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 Client before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Engineer’s obligation to provide them. Client reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Engineer shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Engineer shall ensure that Client is an additional insured on insurance required from subcontractors.

Client reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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 13, 2024

CALL TO ORDER

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

ROLL CALL

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

Committee Members Absent: Elizabeth Flowers

Also Present: Christina Burns, Wanda A. Rolf, Dan Kramer, Andrew Schwartz, Robert Schwartz, and Carlos Moreno

APPROVAL OF AGENDA

Member Koukol made a motion, seconded by Member Rodriguez, to approve agenda. With a voice vote of four (4) ayes, the motion carried.

APPROVAL OF MINUTES

Member Shanley made a motion, seconded by Member Rodriguez, to approve the minutes of the January 8, 2024, meeting and the February 3, 2024, special meeting. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT

None

EXPENDITURE REPORT

The Committee reviewed the Expenditure Report from January 2024.

PETITIONS

Petition 23-32 and Petition 23-33 Alan Drake on Behalf of Grainco FS, Inc. (Property Owner) and Andrew and Robert Schwartz on Behalf of A.B. Schwartz, LLC (Contract Purchaser)

Ms. Burns summarized the requests.

A.B. Schwartz, LLC would like an amendment to the Future Land Use Map contained in the Land Resource Management Plan for approximately nineteen point eight more or less (19.8 +/-) acres located on the west side of Route 47 addressed as 8115 Route 47. If the change to the Future Land Use Map is approved, the Petitioner would like to rezone the property to M-1 in order to operate a tile business, offices, warehouses, fuel storage, and other light industrial uses.

The United City of Yorkville and Kendall Township expressed no objections to the requests.

Chairman Wormley explained the history of the site and Grainco's plans to continue to lease space at the property. He explained the need for the rezoning. He also noted a pending proposal that would reclassify several of the neighboring properties to Mixed Use Business.

Member Koukol asked if Kendall Township had any comments. Dan Kramer, Attorney for the Petitioner, stated that the Township asked why the map amendment was necessary instead of a special use permit. Mr. Kramer stated the proposed uses were not allowed in the A-1 District and, therefore, the map amendment was necessary.

Mr. Kramer stated that the proposal has been reviewed by the County's advisory committees, Yorkville's committees, and Kendall Township's committees and all recommendations have been positive.

Mr. Kramer was in favor of reclassifying the neighboring properties to Mixed Use Business.

Member Koukol made a motion, seconded by Member Shanley, to recommend approval of both requests.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Shanley, and Wormley
Nays (0): None
Abstain (0): None
Absent (1) Flowers

The motion carried.

The proposal goes to the February 20, 2024, County Board meeting on the consent agenda.

NEW BUSINESS

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 Shanley made a motion, seconded by Member Rodriguez, to recommend approval of publishing the notice.

Member Koukol asked if there was another way to make public the Annual Noxious Weed Notice other than publishing it in the newspaper. Chairman Wormley stated that according to the State of Illinois the Annual Noxious Weed Notice must be published in a newspaper; online publication does not meet the requirement of State law.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Shanley, and Wormley
Nays (0): None
Abstain (0): None
Absent (1) Flowers

The motion carried.

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

Chairman Wormley summarized the request.

The Intergovernmental Agreement between Kendall County and the United City of Yorkville for reciprocal building inspection services expires March 1, 2024.

A renewal proposal was provided. Other than dates and the address of Yorkville City Hall, no other changes are proposed.

In 2023, Yorkville conducted thirty-eight (38) inspections for the County and the County conducted zero (0) inspections for Yorkville.

The United City of Yorkville will also 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.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Shanley, and Wormley

Nays (0): None

Abstain (0): None

Absent (1) Flowers

The motion carried.

Approval of Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2023 NPDES – MS 4 Requirements in an Amount of \$2,650 Plus Reimbursable Costs (Costs + 10 %)

Ms. Burns summarized the issue. This is an annual requirement for Kendall County to continue to be in compliance for its stormwater permitting. Through the National Pollution Discharge Elimination System (NPDES). WBK Engineering has prepared this document previously because they already possess most of the information needed to complete the report due to the inspections that they perform on the County's behalf at work sites.

Kendall County is required to submit an Annual Report to the State as part of the County's National Pollution Discharge Elimination Systems (NPDES) Permit by June 1st of each year.

Historically, WBK Engineering has prepared this document because they already possess most of the information needed to complete the report due to the inspections that they perform on the County's behalf at work sites.

The cost to prepare the 2023-2024 Report is Two Thousand, Six Hundred Fifty Dollars (\$2,650). The cost to prepare the 2022-2023 Report was Two Thousand Five Hundred Dollars (\$2,500).

Member Shanley made a motion, seconded by Member Rodriguez, to recommend approval of the contract.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Shanley, and Wormley

Nays (0): None

Abstain (0): None

Absent (1) Flowers

The motion carried.

Follow-Up on Kendall County Regional Planning Commission Annual Meeting

Member Rodriguez summarized the Annual Meeting and stated the meeting was very successful. It was important to know the activities of the municipalities. Member Koukol felt that Yorkville had an excellent presentation and he personally went to the Village of Oswego with an invention.

Follow-Up on January 31, 2024, Stormwater Training Event

Ms. Burns explained the purpose of the event and the intended invitees. The presentations were provided. Eleven (11) people attended the training.

2023 County-Wide Building Permit Memo

The Committee reviewed the memo and stated building permits were down slightly from the previous year.

OLD BUSINESS

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

The Committee reviewed the status of the Stormwater Permit at 13039 McKanna Road. Carlos Moreno, son and nephew of the property owner, spoke about updating the plat and topography survey, which has been completed. The revised documents will be forwarded to WBK Engineering. The Petitioner has paid Three Thousand, Five Hundred Dollars (\$3,500) into the escrow account.

Short-Term Rental Renewal Update

None

REVIEW VIOLATION REPORT

The Committee reviewed the report.

REVIEW PRE-VIOLATION REPORT

The Committee reviewed the report.

UPDATE FOR HISTORIC PRESERVATION COMMISSION

Kendall County Historic Preservation Commission Annual Meeting-February 21, 2024, at 6:00 p.m., at Aux Sable Grove Presbyterian Church, at 5021 Wheeler Road, Yorkville

The Committee reviewed the draft agenda for the meeting.

Ms. Burns stated that the Historic Preservation Commission is currently accepting applications for the historic preservation awards.

REVIEW PERMIT REPORT

The Committee reviewed the report.

REVIEW REVENUE REPORT

The Committee reviewed the report.

CORRESPONDENCE

None

COMMENTS FROM THE PRESS

None

EXECUTIVE SESSION

None

ADJOURNMENT

Member Shanley made a motion, seconded by Member Rodriguez, to adjourn. With a voice vote of four (4) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 6:54 p.m.

Minutes prepared by Wanda A. Rolf, 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 March 11, 2024 – Unofficial until Approved

CALL TO ORDER

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

ROLL CALL

Committee Members Present: Elizabeth Flowers, Ruben Rodriguez, Brooke Shanley, and Seth, Wormley

Committee Members Absent: Dan Koukol

Also Present: Matt Asselmeier, Wanda A. Rolf, Mike Cook, and Carlos Moreno

APPROVAL OF AGENDA

Chairman Wormley requested modification to the agenda to move the first item of Old Business, Update on Stormwater Permit at 13039 McKanna Road (Pin: 09-09-100-002) in Seward Township, to after the Expenditure Report.

Member Flowers made a motion, seconded by Member Shanley, to approve the modification of the agenda as proposed by Chairman Wormley.

The votes were as follows:

Yeas (4): Flowers, Rodriguez, Shanley, and Wormley

Nays (0): None

Abstain (0): None

Absent (1) Koukol

APPROVAL OF MINUTES

Member Rodriguez made a motion, seconded by Member Flowers, to approve the minutes of the February 13, 2024, meeting. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT

None

EXPENDITURE REPORT

The Committee reviewed the Expenditure Report from February 2024.

The Committee also reviewed the end of Fiscal Year 2023-2024 Expenditure Report.

OLD BUSINESS

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

Mr. Asselmeier stated that the Petitioner received feedback from WBK Engineering. The Engineer of the Petitioner was working on a revised site plan. Carlos Moreno stated that the

plan is to excavate on the northeast side of the parking lot. Mr. Moreno does not have an updated site plan at this time. They responded to the letter from WBK Engineering.

Mr. Asselmeier asked Mr. Moreno if he was aware of obtaining a permit from the State of Illinois. Mr. Moreno responded that he was aware of the permit and will go through the Illinois Department of Natural Resources for the applicable permits.

An update will be provided at the April Planning, Building and Zoning Committee meeting.

PETITIONS

Petitions 24-01 and 24-02 Deb Chow on Behalf of Jade Restorations, Inc.

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. On February 21, 2023, the County Board approved Ordinance 2023-05, amending the site plan, landscaping plan, and photometric plan for the special use at the subject property.

The site plan attached to Ordinance 2020-01 showed a driveway extending from the northern end of the northeastern parking lot to the northern end of the special use permit area of the property. This driveway was not included in the site plan attached to Ordinance 2023-05. The Petitioner would like to add this twenty-four foot (24') wide driveway back into the site plan.

In addition to the driveway, the Petitioner would like to rezone the eastern approximately two point one more or less (2.1 +/-) acres of the special use permit area of the property to B-3 Highway Business District and rezone the northern approximately thirteen acres (13), which was not included in the special use permit area, to B-3 (see Petition 24-02). This map amendment would reduce the special use permit area from approximately eight point five (8.5) acres to approximately six point three (6.3) acres and will cause the site plan, landscaping plan, and photometric plan for the special use permit area to change to reflect the removal of the eastern portion of the special use area to the new zoning classification.

No specific information was provided, other than compliance with the Land Resource Management Plan, was given regarding the reason for the map amendment. The Petitioner likely will either pursue selling the property or pursue some type of commercial endeavor that is allowed in the B-3 District.

The application materials, aerial showing the proposed changes, topographic survey, plat showing the proposed rezoning, the proposed site plan, Ordinance 2020-01, and Ordinance 2023-05 were provided.

No changes are proposed to any of the business related conditions imposed by the previously approved ordinances. No changes are proposed to the landscaping or photometrics for the property that will retain the special use permit. Other than the addition of the proposed driveway addition, no other changes are proposed to site layout for the area that will retain the special use permit.

The property is located at 949 Bell Road, Minooka.

The property is approximately twenty (20) acres in total with approximately eight point five (8.5) acres in the original special use area and approximately six point three (6.3) acres in the proposed special use area.

The property is currently used as a kennel, veterinary, and agricultural.

The property is zoned A-1 with a special use permit.

The County's future land use map calls for the property to be Commercial. The Village of Shorewood's future land use map calls for the property to be Community Commercial.

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

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

There are no floodplains or wetlands on the property.

The kennel is located beyond the required setback to neighboring properties as defined in the Zoning Ordinance.

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

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

The County's future land use map calls for the area to be Commercial. The Village of Shorewood's future land use map calls for the area to be a mix of single- and multi-family residential.

Properties within one half (1/2) mile are zoned A-1, A-1 SU, and R-1.

There are approximately 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 13, 2022, and consultation was terminated.

A NRI application was submitted as part of the map amendment request. A NRI was prepared for the original special use permit. The LESA Score was 207 indicating a medium level of protection. NRI information was provided. A revised NRI was prepared for the proposed map amendment request showing a LESA Score of 180 indicating a low level of protection. This report was provided.

Seward Township was emailed information on January 26, 2024. The Seward Township Planning Commission met on February 5, 2024, and recommended approval of the proposal by a vote of three (3) in favor and zero (0) in opposition, with two (2) members absent. The Seward Township Board recommended approval of the proposal.

The Minooka Fire Protection District was emailed information on January 26, 2024. To date, no comments have been received.

The Village of Shorewood was emailed information on January 26, 2024. The Village of Shorewood submitted an email indicating they would like to annex the property when it becomes contiguous and wanted a restriction preventing uses not allowed in their B-3 Zoning District from occurring at the property. This email was included with the minutes from the ZPAC meeting. The Village of Shorewood submitted a second email on February 28, 2024, stating they would not object to the map amendment and no annexation agreement had been negotiated, but they were concerned about auto and truck repair businesses operating on the B-3 zoned portion of the property. This email was provided.

ZPAC reviewed the proposal at their meeting on February 6, 2024. ZPAC reviewed this proposal at their meeting on February 6, 2024. The Petitioner's Engineer was agreeable to working the Highway Department regarding access from Ridge Road for the northern portion of the property. No additional points of access would come from Bell Road. The Petitioner's Engineer wanted to evaluate Shorewood's request for an annexation agreement. A letter was placed into the record from WBK Engineering noting no objections to the proposed driveway extension in the special use permit amendment application. ZPAC recommended approval of the proposal by a vote of nine (9) in favor and zero (0) in opposition, with one (1) member absent. The minutes of this meeting were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on February 28, 2024. The Petitioner's Engineer explained the history of the property. He noted that the County granted access from Ridge Road approximately one quarter (1/4) of a mile north of Bell Road. He discussed the potential of annexation with Shorewood; he noted that Shorewood had no services available to the subject property. No end user had been identified for the portion of the property proposed for rezoning. The rezoning was intended to tie into the widening of Ridge Road. He also explained the description of the wet bottom detention ponds and the ponds may need to be evaluated in the future depending on future uses on the portion proposed for rezoning. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of nine (9) in favor and zero (0) in opposition, with one (1) member absent. The minutes of this meeting were provided.

The Kendall County Zoning Board of Appeals conducted a public hearing on the proposal on March 4, 2024. Other than the Petitioner's Engineer, no other members of the public testified at the public hearing. The Petitioner's Engineer stated there would not be any new road cuts off of Bell Road for the rezoned portion of the property. The Kendall County Zoning Board of Appeals recommended approval of the proposal by a vote of six (6) in favor and zero (0) in opposition, with one (1) member absent. The minutes of the hearing were provided.

The 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 kennel and veterinary establishment are already in existence. The proposed driveway extension was originally planned in 2020 when the project was originally proposed. The special use portion of the site will retain the previously approved landscaping and photometric plans.

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. None of the lighting or landscaping installed at the site will be removed as part of this proposal. No evidence has been provided showing that use of the property as a kennel and veterinary establishment has negatively impacted property values or was injurious 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 and the new driveway will help with traffic circulation when the northern portion of the property is commercially developed. The development of the site was in compliance with a County issued stormwater permit which included the proposed driveway extension.

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. This is true. The Petitioners are not proposing any changes related to the operation of the business allowed by the previously approved special use permit. Other than the driveway addition and rezoning of the land to the east, no other changes are proposed to physical layout of the site.

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.

Staff recommended approval of the requested 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 and Condition 2.A of Ordinance 2023-05 are hereby repealed in their entirety and are replaced with the following:

“The site shall be developed substantially in accordance with the attached site plan. The landscaping plan and photometric plan attached to Ordinance 2023-05 shall remain valid except on those portions of the property not zoned A-1.”
2. The remaining conditions and restrictions contained in Ordinance 2020-01 and Ordinance 2023-05 shall remain valid and effective.
3. 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.
4. 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.

5. These major amendments to an existing special use permit 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.

Regarding the map amendment, no specific type of business was listed as a proposed use of the site.

No buildings were proposed for the site. Any buildings proposed for the site would have to meet applicable building codes and site plan approval by ZPAC would be required prior to site development.

Applicable permits would be required for a new well and septic system on the site.

The topographic survey shows two (2) wet detention ponds north of the existing kennel and veterinary. Depending on the nature of development, a stormwater permit might be required when the site is developed.

The property fronts Bell Road and Ridge Road.

Parking requirements will be determined by the specific uses of the site.

Lighting will be determined by specific uses of the site.

Signage will be determined by specific uses of the site and the signage requirements for the B-3 District contained in the Zoning Ordinance.

Landscaping will be determined when the site is developed.

Noise control will be determined when the site is developed.

The refuse plan will be determined when the site is developed.

There are two (2) pipeline easements, one (1) eighty feet (80') in width and one (1) seventy-five feet (75') in width located on the subject property. Development of the site will have to take these easements into account.

The findings of fact for the map amendment were as follows:

Existing uses of property within the general area of the property in question. A portion of the property is presently used as a kennel and veterinary with related parking and landscaping while the majority of the property is presently used as an agricultural field. Surrounding properties are used fields, farmsteads, and a landscaping business.

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned A-1 or A-1 with various special uses including a landscaping business, landing strips, and natural gas compression.

The suitability of the property in question for the uses permitted under the existing zoning classification. The Petitioner did not provide a specific proposed land use. A variety of uses allowed in the proposed B-3 Highway Business District could be placed on the property.

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its

present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The trend of development in the area is a mix of agricultural, farmstead, retail and service type uses.

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Future Land Use Map in the Land Resource Management Plan classifies this property as Commercial and the four corners of the intersection of Ridge and Bell Roads as Commercial. The Village of Shorewood's Future Land Use Map calls for the property to be Community Commercial. The requested map amendment is consistent with the Land Resource Management Plan.

Staff recommended approval of the requested map amendment rezoning the area identified as Parcel 2 on the submitted zoning plat to B-3 Highway Business District.

The draft ordinances were provided.

Member Rodriguez made a motion, seconded by Member Flowers, to recommend approval of the major amendment to an existing special use permit with the conditions proposed by Staff and the map amendment.

The votes were as follows:

Yeas (4): Flowers, Rodriguez, Shanley, and Wormley
Nays (0): None
Abstain (0): None
Absent (1) Koukol

The motion carried.

The proposals go to the March 20, 2024, County Board meeting on the consent agenda.

Petition 24-03 Kendall County Regional Planning Commission

Mr. Asselmeier summarized the request.

Due to market conditions, the Kendall County Comprehensive Land Plan and Ordinance Committee considered proposing changes to the Future Land Use Map for properties located south of Yorkville on both sides of Route 47 in Kendall Township.

In particular, the Committee explored the idea of changing the classification of the following properties between 7775 A/B and 8175 Route 47 from Transportation Corridor to Mixed Use Business:

05-09-300-015, 05-09-376-002, 05-09-400-006, 05-09-400-010, 05-09-400-011, 05-16-100-006, 05-16-200-008, 05-16-200-013, 05-16-200-014

The properties connected with 8115 Route 47 were not included in the proposal because the owner and contract purchaser of the property were already going through the reclassification

process. The County Board approved the reclassification of these properties on February 20, 2024.

An aerial showing the subject properties of the original proposal was attached. The subject properties were colored gray in the aerial.

In addition to changing the Future Land Use Map, a table in the Land Resource Management Plan would be updated to reflect the reclassifications.

At their meeting on January 24, 2024, the Comprehensive Land Plan and Ordinance Committee voted to forward the proposal to the Kendall County Regional Planning Commission.

At their meeting on January 24, 2024, the Kendall County Regional Planning Commission voted to initiate the amendment to the Future Land Use Map and text of the Land Resource Management Plan.

Notice of hearing were sent to property owners on January 29, 2024.

Petition information was sent to Kendall Township and the United City of Yorkville on January 26, 2024. The Yorkville City Council met on February 13, 2024, and expressed no concerns regarding the proposal. An email to that effect was provided. The Kendall Township Supervisor submitted an email on February 26, 2024, expressing no objections. This email was provided.

The Kendall County ZPAC reviewed the proposal at their meeting on February 6, 2024. Discussion occurred regarding the definitions of Transportation Corridor and Mixed Use Business. ZPAC recommended approval of the proposal by a vote of nine (9) in favor and zero (0) in opposition, with one (1) member absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission held a public hearing on this proposal on February 28, 2024. Gerald Johnson, Property Owner, testified at the hearing and requested that the properties on the east side of Route 47 be removed from the proposal and remain classified as Transportation Corridor. He noted that businesses were presently located on the west side of Route 47 and he did not want to change the residential use of his property. It was noted that the properties on the east side of Route 47 were proposed for reclassification consistency purposes. The Kendall County Regional Planning Commission recommended approval of the proposal with an amendment by removing the properties located on the east side of Route 47 from the proposed reclassification by a vote of nine (9) in favor and zero (0) in opposition, with one (1) member absent. The minutes of the hearing were provided.

If the proposal is approved as recommended by the Kendall County Regional Planning Commission, the parcels on the west side of Route 47 (PINs: 05-09-300-015, 05-09-376-002, and 05-16-100-006) would be reclassified to Mixed Use Business and the parcels on the east side of Route 47 (PINs: 05-09-400-006, 05-09-400-010, 05-09-400-011, 05-16-200-008, 05-16-200-013, and 05-16-200-014) would remain classified as Transportation Corridor.

The Kendall County Zoning Board of Appeals reviewed the proposal at their meeting on March 4, 2024. Discussion occurred regarding the implications of excluding the properties on the east side of Route 47 from the proposal and the reason why the property owner on the east side of Route 47 wanted their properties removed from the proposal. The Kendall County Zoning

Board of Appeals recommended approval of the proposal with the deletion of the properties on the east side of Route 47 from the proposal by a vote of six (6) in favor and zero (0) in opposition, with one (1) member absent. The minutes of the meeting were provided.

Yorkville's Future Land Use Map was provided for reference.

The draft resolution was provided.

Member Flowers requested clarification on the definition of Mixed Use Business. Mr. Asselmeier stated that Mixed Use Business is light manufacturing on a smaller scale and not retail.

It was noted that the property owners on the east side of Route 47 could request a reclassification in the future.

Member Rodriguez made a motion, seconded by Member Flowers, to recommend approval of the amendment with the deletion of the properties on the east side of Route 47.

The votes were as follows:

Yeas (4): Flowers, Rodriguez, Shanley, and Wormley
Nays (0): None
Abstain (0): None
Absent (1) Koukol

The motion carried.

The proposal goes to the March 20, 2024, County Board meeting on the consent agenda.

NEW BUSINESS

Approval of a Refund of an Unused Solar Panel Permit at 90 Longbeach Road in the Amount of \$350.00

Approval of a Refund of an Unused Solar Panel Permit at 1135 Woolley Road in the Amount of \$200.00

Member Rodriguez made a motion, seconded by Member Shanley, to approve both refunds as requested.

It was noted that the County had not expended Staff time regarding these projects.

The Committee reviewed the number of solar permits issued by the County in the current fiscal year.

The votes were as follows:

Yeas (4): Flowers, Rodriguez, Shanley, and Wormley
Nays (0): None
Abstain (0): None
Absent (1) Koukol

The motion carried.

OLD BUSINESS

Short-Term Rental Renewal Update

Mr. Asselmeier provided a list of short-term rentals. Three (3) properties did not renew their licenses for 2024.

REVIEW VIOLATION REPORT

The Committee reviewed the report. Discussion occurred regarding the Department's procedures for taking violations to court.

REVIEW PRE-VIOLATION REPORT

The Committee reviewed the report.

UPDATE FOR HISTORIC PRESERVATION COMMISSION

Follow-Up from the February 21, 2024, Kendall County Historic Preservation Commission Annual Meeting

Mr. Asselmeier reported approximately twenty (20) people attended the meeting.

The application window for the historic preservation awards closed on February 28, 2024. There were five (5) nominees. The Commission will be reviewing those applications at the March meeting.

REVIEW PERMIT REPORT

The Committee reviewed the report.

REVIEW REVENUE REPORT

The Committee reviewed the report.

CORRESPONDENCE

None

COMMENTS FROM THE PRESS

None

EXECUTIVE SESSION

None

ADJOURNMENT

Member Rodriguez made a motion, seconded by Member Flowers, to adjourn. With a voice vote of four (4) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 7:02 p.m.

Minutes prepared by Wanda A. Rolf, Administrative Assistant

Enc.

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**KENDALL COUNTY
PLANNING, BUILDING, & ZONING COMMITTEE
MARCH 11, 2024**

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

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
Carlos Moreno		
MIKE COOK 24-01/24-02		

**THIS INTERGOVERNMENTAL AGREEMENT IS AMONG THE
UNITED CITY OF YORKVILLE, THE VILLAGE OF OSWEGO,
THE VILLAGE OF MONTGOMERY, THE CITY OF PLANO,
THE COUNTY OF KENDALL AND YORKVILLE SCHOOL DISTRICT #115**

THIS INTERGOVERNMENTAL AGREEMENT (the “*Agreement*”) is by and among the United City of Yorkville (“*Yorkville*”), the Village of Oswego (“*Oswego*”), the Village of Montgomery (“*Montgomery*”), the City of Plano (“*Plano*”), the County of Kendall (“*Kendall County*”) and Yorkville School District #115 (“*SD #115*”) (each of which may be referred to as an “*Agency*” and collectively as the “*Agencies*”) dated this 13th day of February, 2024.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (collectively, the “*Authority*”) authorize units of local government and school districts to contract or otherwise associate amongst themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law; and,

WHEREAS, Yorkville, through the Yorkville Police Department, applied for and was awarded the FY23 Law Enforcement Agency De-Escalation Grant (the “*Grant*”) from the U.S. Department of Justice (DOJ) Office of Community Oriented Policing Services (COPS) for the following purposes:

- (a) Providing quality law enforcement training that meets the mandated requirements of the Illinois Law Enforcement Training and Standards Board for all Kendall County law enforcement agencies, Kendall County Court security personnel, Kendall County Corrections division and training for the armed school security personnel of the SD #115;
- (b) To develop new and/or update current policies and programs with an emphasis on creating a culture of de-escalation in all critical situation;
- (c) To conduct review and analysis of de-escalation efforts, including a review of each response to resistance to determine policy and ethical compliance when force is used beyond what is normal and customary in making an arrest; and,
- (d) To build community partnerships that facilitate de-escalation; and,

WHEREAS, the Grant shall be used for the purchase of a VirTra V-300 System (the “*System*”) which has the capability of providing 300 degrees of immersive scenario-based training for law enforcement officers, which scenarios cover a wide range of policing from mental health and de-escalation to active threats and high-risk traffic stops; and,

WHEREAS, in applying for the Grant, Yorkville committed to the DOJ that the purchase of the System would be available to and utilized by the law enforcement officers and school district

security personnel of each of the Agencies for the benefit of the entire community of Kendall County; and

WHEREAS, all of the Agencies are interested in working together to use the System to advance community policing and learn how to interpret and to de-escalate critical situations to the greatest extent possible thereby benefitting all residents, businesses and property owners within Kendall County in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals hereinabove set forth, the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, it is hereby agreed each of the Agencies being a party to this Agreement as follows:

Section 1. Systems Location. Kendall County shall provide a thirty-feet (30') by thirty-feet (30') space for the location of the System at the Kendall County Courthouse, 807 John Street, Yorkville (the "Premises") which shall be equipped with three (3) dual twenty-amp electrical outlets and shall permit the ability to cover windows, if any and/or restrict ambient lighting at all times the System is in use.

Section 2. Access to System. Kendall County shall permit access to the Premises by all of the Agencies, other than Yorkville and its law enforcement divisions, during normal business hours, specifically, Monday through Friday, 8:30 a.m. to 4:30 p.m., through the main entrance to the Kendall County Courthouse. Yorkville and all divisions of Kendall County's law enforcement shall have twenty-four (24) hours, seven (7) days a week access to the System with such access as directed by Kendall County.

Section 3. Policies, Rules and Regulations of System Use. Yorkville shall establish all policies, rules and regulations for the use of the System by the Agencies. Any violation of the policies, rules and regulations may result in the forfeiture of all future use of the System. Forfeiture of the use of the System by an Agency shall only be made after a review of an allegation of a violation by Yorkville after meeting with such Agency. The final decision as to any determination of forfeiture of an Agency's use of the System shall be made by Yorkville.

Section 4 System Inspections. The System shall be inspected by each user prior to and after each use and the condition of the System reported on a VirTra System Inspection Form which must be delivered to Yorkville at the conclusion of that training day. Yorkville shall inspect the weapons' platform (pistol, rifle, taser, etc.) with the Agency's scheduled to use the System or weapon platform to confirm safe and good condition of all weapons prior to use for the day.

Section 5 Obligations of Every Agency.

- (a) Each Agency agrees to be responsible for its use and care of the System and all weapons used in connection therewith. Any and all damage to the System or any one of the weapons platform items shall be the responsibility of the user Agency and which Agency shall be solely liable for the cost of all repair and replacement of any damage to the System or any

item of the weapons' platform. In the event of damage or destruction, report thereof must immediately be made to Yorkville.

- (b) Each Agency agrees to limit the use of the System solely to law enforcement personnel and school district security personnel and shall provide a list of authorized personnel ("*Authorized Personnel*") to Yorkville within ten (10) days of the commencement of the operation of the System and monthly report to Yorkville any and all additions or deletions from the list of Authorized Personnel or confirm that there are no changes.
- (c) Each Agency agrees to schedule a time for use of the System with Yorkville, which use is subject to its availability, it being understood that best efforts shall be used to accommodate all requests.
- (d) Each Agency agrees to comply with all mandatory requirements as required by the DOJ or the COPS office in connection with the Grant including, but not limited to, federal use of force certification collection, department policy collection, annual response to resistance data, weapon usage collection and training information and documentation.
- (e) Each Agency shall appoint a representative who shall act as the reporting liaison for the Agency to Yorkville and the scheduling coordination for the Agency.
- (f) Each Agency shall be responsible for a portion of the annual maintenance costs associated with the VirTra V-300 System. Yorkville agrees to pay for the first and second year of the maintenance costs. The remaining three years shall be split evenly amongst all of the Agencies using the system to include Yorkville, Kendall County, Plano, Montgomery, Oswego and the SD #115.

Oswego, Montgomery, Plano and SD #115 shall each individually indemnify and hold Yorkville and Kendall County, their officers, agents and employees, harmless from any, loss, damage or injury to the System, the weapons and the Premises and any claim from or any loss or injury to any person entering upon the Premises, using the System or using any weapon at the Premises at the direction of the Agency from which indemnification or being held harmless is sought provided that such claim does not result from the negligent, intentional or reckless act of the Agency seeking to be held harmless or indemnified

Section 6. Notices. In the event any notice is required pursuant to this Agreement, each Agency designates the following person as its primary contact:

United City of Yorkville

James Jensen
Name

Chief of Police
Title

Telephone: 630-553-8509

Email Address: jjensen@yorkville.il.us

Village of Oswego

Name

Title

Telephone: _____

Email Address: _____

Village of Montgomery

Name

Title

Telephone: _____

Email Address: _____

City of Plano

Name

Title

Telephone: _____

Email Address: _____

County of Kendall

Name

Title

Telephone: _____

Email Address: _____

Yorkville School District #115

Name

Title

Telephone: _____

Email Address: _____

Section 7. No Assignment. This Agreement may not be assigned by any participating Agency.

Section 8. Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed original but all of which shall constitute the same instrument. Execution of this Agreement shall be by such person as authorized by the participating Agency to bind the Agency to its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives as of the last date of signature shown below.

United City of Yorkville

By: _____

Title

Village of Oswego

By: _____

Title

Village of Montgomery

By: _____

Title

City of Plano

By: _____

Title

County of Kendall

By: _____

Title

Yorkville School District #115

By: _____

Title



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 3/20/2024
Subject: Revised Kendall County Animal Control Kennel Technician Job Description
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Review and approval of the Revised Kendall County Animal Control Kennel Technician Job Description

Board/Committee Review:

On March 4, 2024, the Human Resources & Insurance Committee voted to forward this description to the County Board for approval.

Fiscal impact:

None

Background and Discussion:

The attached is an updated job description for the Kendall County Animal Control Kennel Technician position. This job description has been updated to reflect the change in reporting structure/supervisor, which was approved by the County Board on December 19, 2023.

Staff Recommendation:

Approval of the revised Kendall County Animal Control Kennel Technician Job Description.

Attachments:

1. Revised Kendall County Animal Control Kennel Technician Job Description

Kendall County Job Description

TITLE: Kennel Technician
DEPARTMENT: Animal Control
SUPERVISED BY: Kennel Manager and Animal Control Officer
FULL TIME/PART TIME: Full Time or Part Time
FLSA STATUS: Non-Exempt
REVISED/APPROVED: In Process

I. Position Summary:

Under the supervision of the Kennel Manager and Animal Control Officer, this position is responsible for maintaining the cleanliness and security of the Animal Control facility and for the care and safe handling of animals in the custody of the Kendall County Animal Control.

II. Essential Duties and Responsibilities:

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

- A.** Cleans and maintains animal shelter.
- B.** Ensures kennel cages and runs are kept clean and in good repair.
- C.** Cleans, monitors, and stocks inventories and kennel food supply.
- D.** Maintains and inventories vaccine stock.
- E.** Performs routine maintenance of animals such as cleaning, feeding and watering.
- F.** Monitors the behavior of kennel animals.
- G.** Seizes, impounds, and transports animals.
- H.** Safely handles and controls impounded animals including, but not limited to difficult to handle and potentially dangerous animals.
- I.** Administers vaccines, medications, and microchips to animals, as directed.
- J.** Assists with intake, adoptions, and reclaiming of animals.
- K.** Answers telephones and performs other customer service related activities such as replying to inquiries and questions concerning animal control adoptions, rabies tag orders, fees, and lost animals/pets.
- L.** Performs behavioral assessments including temperament testing of animals.
- M.** Reports to the Kennel Manager, Animal Control Director and Administrator/Veterinarian any potential health and/or behavioral problems involving the animals in Kendall County's care.
- N.** Performs data entry using integrated case management software.
- O.** Prepares and maintains records regarding or relating to impounded animals.
- P.** Drafts routine correspondence and other Animal Control Department documents.
- Q.** Must attend special events both during and after regular business hours.
- R.** Must be able to operate Kendall County vehicles and to drive to offsite locations to perform assigned job duties.
- S.** Complies with all applicable state and federal laws and regulations.
- T.** Complies with all applicable state and County policies and procedures.
- U.** Maintains regular attendance and punctuality.
- V.** Must perform duties on-site both during and after regular business hours.
- W.** Performs other duties and responsibilities as assigned.

Kendall County Job Description

III. Supervisory Responsibilities:

This job has no supervisory responsibilities.

IV. Qualifications:

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

A. Language Skills:

- Ability to research, read, and interpret documents and simple instructions.
- Ability to prepare documents, reports, minutes, agendas, and correspondence.
- Ability to speak effectively with the public, employees, volunteers, outside entities, law enforcement personnel, vendors, and the County's elected officials and department heads in both one-on-one and group settings.
- Ability to communicate effectively in writing and over the telephone.
- Ability to listen and understand information and ideas.
- Excellent people skills and detail-oriented.
- Requires a proficient understanding of the English language, spelling, and grammar.

B. Mathematical Skills:

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to count money and make correct change.
- Ability to read and understand basic workplace data, such as simple forms, tables, graphs, schedules, etc.

C. Reasoning Ability:

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

D. Certificates, Licenses, Registrations:

- Must have and maintain a valid driver's license.
- Any and all certificates and registrations as required for the specific duties performed.

E. Other Skills, Knowledge and Abilities:

- Ability to excel under pressure and in stressful situations.
- Ability to maintain best practices for animal handling skills, responding to animal behavior, and animal care.
- Ability to carry out duties with minimal supervision.
- Ability to maintain confidentiality.

Kendall County Job Description

- Displays a positive, cooperative, and team orientated attitude, committed to working in a safe and quality environment.
- Must be a team player committed to working in a quality environment.
- Must possess excellent prioritization skills and the ability to meet deadlines.
- Proficient knowledge of MS Word, Excel, Outlook, PowerPoint, and Chameleon software products.
- Knowledge of office practices, principles of modern record keeping, and maintaining filing systems.
- Skills in operating a personal computer, facsimile machine, and telephone.

F. Education and Experience:

- A minimum of a high school diploma or GED equivalent is required.
- At least six (6) months of prior computer experience is required.
- A minimum of at least one (1) year of prior animal handling experience.
- A minimum of at least one (1) year of prior animal medical experience.

G. Physical Demands:

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

- Frequently sit for long periods of time at a desk;
- Occasionally lift and/or move up to 120 pounds, with or without assistance, including live animals;
- Frequently lift and/or move up to 50 pounds, including live animals;
- Handle large, active, aggressive, and/or vicious animals;
- Reach, push and pull with one and/or both hands and arms;
- Stoop, kneel, crouch, crawl, walk, run;
- Bend over at the waist and reach with one and/or both hands and arms;
- Talk and hear in person and via use of telephone;
- Operate Kendall County vehicles and safety equipment;
- Specific vision abilities include close and distance vision, depth perception; and
- Travel independently to other locations to perform assigned responsibilities.

VII. 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 regularly exposed to the following work conditions:

- Inside and outside environmental conditions, subject to all weather elements, including extreme weather conditions;
- All lighting conditions including, but not limited to daylight and night/low light, with and without artificial light available, indoors and outdoors;
- Exposed to potentially volatile situations which can present risk of violence or injury;
- The noise level in the work environment varies from moderate to noisy;
- Must be able to perform all assigned job duties during normal business hours and outside of normal business hours;

Kendall County Job Description

- May be exposed to stressful and difficult situations while working with users, law enforcement, County staff, elected officials, vendors, and the general public.
- Must have flexibility to work during normal business hours, outside of normal business hours, weekends, and holidays;
- Continuously exposed to animals, animal noises, hair/dander, and smells, including industrial cleaning products.

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



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 3/20/2024
Subject: Employment Agreement between Kendall County, Illinois and Dr. Gary Schlapp
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Review and approval of Employment Agreement between Kendall County, Illinois and Dr. Gary Schlapp

Board/Committee Review:

On March 4, 2024, the Human Resources & Insurance Committee voted to forward this Employment Agreement to the Kendall County Board for approval.

Fiscal impact:

Dr. Schlapp's current rate of pay is \$6500/year. With this change, the fiscal impact would be an additional \$8,500 for the year plus applicable payroll contributions.

Background and Discussion:

The attached is an Employment Agreement between Kendall County, Illinois and Dr. Gary Schlapp. Per the terms of this Employment Agreement, Kendall County would compensate Dr. Schlapp with a base salary of \$15,000/year. If approved by both parties, this Employment Agreement would terminate at the close of business on March 20, 2025.

Staff Recommendation:

Approval of the Employment Agreement between Kendall County, Illinois and Dr. Gary Schlapp.

Attachments:

1. Employment Agreement between Kendall County, Illinois and Dr. Gary Schlapp

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (hereinafter called “Agreement”), is made and entered into this 20th day of March, 2024, by and between the County of Kendall, Illinois, a unit of local government (hereinafter called the “Employer”) and Dr. Gary Schlapp (hereinafter called the “Employee”), both parties understand and agree as follows:

WHEREAS, it is the desire of the Employer to employ the services of the Employee as Kendall County Animal Control Veterinarian and Administrator pursuant to the Illinois Animal Control Act (510 ILCS 5/1 *et seq.*) (“Veterinarian”) on an “at will” basis, and Employee desires to commence employment as the Veterinarian on an “at will” basis;

WHEREAS, it is the desire of the Employer and the Employee to enter into this Agreement effective immediately upon both parties’ execution of this Agreement through March 20, 2025 to establish certain terms and conditions of continued employment and to set the continued working conditions of said Employee;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree, as follows:

- I. **Recitals**: The above recitals are hereby incorporated as if fully set forth herein.
- II. **Description of Employment**
 - A. During the term of this Agreement, Employer hereby agrees to employ Employee, and Employee agrees to provide to Employer the services required as Veterinarian for Employer.
 - B. As Veterinarian, Employee shall perform all those functions and duties as set forth in the Veterinarian’s job description, which is attached hereto as **Exhibit 1** and incorporated herein by reference. The Employer and Employee understand and agree that the job description attached as **Exhibit 1** may be amended at any time during the term of this Agreement by a majority vote of the Kendall County Board members present for aid vote. Upon approval of the amended job description by a majority vote of the Kendall County Board, the amended job description shall automatically replace **Exhibit 1** and be incorporated into this Agreement without any further action required by the parties to this Agreement.
 - C. In addition to the services set forth in Paragraph II(B) above, Employee must conduct at least one (1) on-site visit at Kendall County Animal Control per workweek during the term of this Agreement, unless the on-site visit has been excused by the Kendall County Animal Control Director and/or the Kendall County Administrator. (The Employer’s workweek runs from Saturday through Friday.) The purpose of the Employee’s on-site visit shall be to assess and provide medical

care to animals in the custody of Kendall County Animal Control; to order and administer medications and vaccinations to the animals; and to answer the Kendall County Animal Control Director's questions. In the event the Employee is unable to complete the on-site visit during a given week, the Employee may "flex" that workweek's visit by conducting two on-site visits either the week prior or the week after the missed on-site visit.

- D. Employee shall represent and promote Kendall County to the best of Employee's ability, energy, and skill and shall address all the responsibilities associated with Veterinarian with due diligence. Furthermore, as Veterinarian, Employee shall abide by all state and federal laws, County ordinances, employee training requirements, and the Employer's policies and procedures, as may be in effect from time to time.
- E. Employer has provided to Employee, and Employee acknowledges receipt of, the Kendall County Employee Handbook. The terms and conditions of the Employee Handbook are hereby incorporated by this reference as though fully stated herein, except that to the extent that any terms and conditions in the Employee Handbook conflict with this Agreement, the term or condition stated in this Agreement shall control. Employee agrees to comply with all policies and procedures set forth in the Employee Handbook.
- F. Employer and Employee agree to the terms and conditions stated in the Employee Handbook, as may be amended, supplemented or modified from time to time in the sole discretion of the Employer by a majority vote of the Kendall County Board members present for said vote.

III. Employment At Will

Employee will be an "at-will" employee. As an "at-will" employee, Employee understands and agrees that Employee's employment as Veterinarian shall be subject to termination at any time, with or without cause. This Agreement is intended only as a written statement of the economic relationship of the parties, and not a guaranty of continued employment.

IV. Confidentiality

- A. Employee shall be exposed to confidential information while performing the duties as Veterinarian. For purposes of this Agreement, "confidential information" shall be defined as personal information Employee has obtained during Employee's employment regarding and/or relating to medical records, personnel information, and individuals' addresses, telephone numbers, driver's license numbers, dates of birth, and social security numbers.

- B. By signing this Agreement, Employee agrees that Employee shall not, at any time during and after Employee's employment, disclose any confidential information except as required to perform Employee's assigned duties for the Employer or as required pursuant to applicable state and/or federal law or court order. In the event Employee is not certain whether Employee may disclose confidential information, Employee agrees to obtain approval from the Kendall County Administrator before Employee discloses the confidential information, to the extent permitted by law. Employee understands and agrees that any negligent or willful breach of confidentiality will be grounds for immediate discipline up to and including Employee's immediate termination of employment for cause.
- C. The parties understand and agree that nothing in this Agreement shall prohibit, prevent or otherwise restrict the Employee's right (1) to report any good faith allegation of unlawful employment practices and/or alleged criminal conduct to the appropriate federal, state or local government agencies; (2) to participate in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws; (3) to make any truthful statements or disclosures required by law, regulation or legal process; and (4) to request or receive confidential legal advice.

V. Performance Evaluations

The Kendall County Board Chairperson, with input from the Kendall County Administrator, shall review and evaluate the performance of the Employee in writing at least once annually. The performance evaluation shall consist of a process, form, criteria, and format that is consistent with the Employer's performance evaluation procedures utilized for other County employees.

VI. Salary & Benefits

- A. **Base Salary.** The Employer agrees to pay the Employee for services rendered as the Veterinarian of Kendall County an annual base salary in the amount of fifteen thousand dollars and zero cents (\$15,000.00) per fiscal year, less applicable payroll withholdings. The Employer's fiscal year is December 1 through November 30th of the next subsequent year. The Employee's annual base salary amount for the Employer's fiscal year 2023-2024 will be prorated based upon the effective date of this Agreement. The Employer shall pay the annual base salary to Employee in installments pursuant to the Employer's regular payroll schedule for other County employees.
- B. **Paid Time Off.** The Employee's accrual and use of vacation, personal/sick leave, and holidays will be the same as it is for the Employer's other non-union part-time employees, as stated in the Kendall County Employee Handbook, which may be amended from time to time by a majority vote of the Kendall County Board members present for said vote.

- C. **Timesheet.** To receive compensation and to comply with applicable wage and hour laws, the Employee must complete a weekly timesheet documenting all hours worked and dates the work was performed during the workweek. The timesheet must also identify whether an on-site visit was conducted by the Employee that workweek. The Employee must provide their weekly timesheet for the workweek to the Kendall County Animal Control Director and/or the Kendall County Administrator on or before 4:30 p.m. every Friday. The Employee's failure to provide a weekly timesheet will be deemed a violation of this Agreement.
- D. **Professional Memberships and Licensure.** Employee is responsible for all costs associated with Employee's licensing requirements, continuing education, and professional association memberships, unless otherwise approved in advance by the Kendall County Board Chairperson. Employee must maintain their State of Illinois Veterinary License and appropriate federal drug license(s) in good standing throughout the term of this Agreement. Employee must immediately notify Employer if Employee's license(s) is revoked at any time during the term of this Agreement.
- E. **Insurance Benefits.** Because Employee is a part-time employee, Employee is not eligible to participate in the Employer's health, dental and vision insurance plans.
- F. **Employment Relationship.** The salary, stipend, and benefits set forth in this Agreement are contingent upon the existence of an actual employment relationship between the parties as herein defined. It is further understood that in the event the Employee resigns or the employment relationship is otherwise terminated, the Employee, the Employee's estate and heirs waive any claim for any additional salary and benefits except for (a) such salary installments that have accrued but are yet unpaid; and/or (b) any additional discretionary amount determined to be due and owing to Employee, as determined by a majority vote of the Kendall County Board members present for said vote.

VII. Term and Termination of Employment

- A. **Termination of Employment.** The Agreement shall commence effective immediately upon both parties' execution of this Agreement and shall remain in full force and effect until the close of business on March 20, 2025, provided, however, this Agreement may terminate at any time during the term of this Agreement upon the occurrence of any of the following:
 - 1. **By Employee.** Employee may terminate Employee's employment with the Employer at any time during the term of this Agreement by providing Employer with at least thirty (30) calendar days written notice prior to the date of termination. If Employee terminates the employment relationship

during the term of this Agreement, Employee shall be paid the following on or before the next regularly scheduled payroll date after Employee's last day of work:

- i. The base salary and stipend earned by Employee, up to and including Employee's last day of work for Employer; and
- ii. Any other accrued benefits earned by the Employee, up to and including Employee's last day of work for Employer, which Employer is required to pay out upon separation of employment pursuant to the Employer's policies and/or applicable state and federal law.

2. **By Employer.** Employee is an "employee at will". Therefore, Employer may dismiss Employee with or without cause at any time during the term of this Agreement, provided, however, the dismissal decision must be approved by the Kendall County Board Chairperson, with the consent of the Kendall County Board. If Employer dismisses Employee during the term of this Agreement, Employee shall be paid the following within one (1) month after the effective date of termination:

- i. The base salary and stipend earned by Employee, up to and including Employee's last day of work for Employer;
- ii. Any other accrued benefits earned by the Employee, up to and including Employee's last day of work for Employer, which Employer is required to pay out upon separation of employment pursuant to the Employer's policies and/or applicable state and federal law; and

3. **Upon Employee's Death.** In the event of Employee's death during the term of this Agreement, this Agreement shall automatically terminate, and no future payments and obligations shall arise.

4. **Upon Employee's Loss of Licensure.** In the event Employee's Veterinarian license and/or appropriate federal drug license(s) is revoked for any reason, this Agreement shall automatically terminate, and no future payments and obligations shall arise.

- B. **Return of Employer's Property.** Upon Employee's termination of employment for any reason, Employee agrees to return all materials of any type provided to Employee by Employer, including, but not limited to Employer's confidential information, cell phones, laptops/computers, tablets, computer hardware and software, cameras, files, recordings, keys, swipe cards, and any other equipment

and documents that Employee obtained during Employee's employment for Employer.

VIII. Notice

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by U.S. mail, postage prepaid, registered return receipt addressed to the following:

For Employer: Attention: Kendall County Clerk & Recorder, 111 W. Fox Street, Yorkville, Illinois 60560, fax (630) 553-4119, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

For Employee: Dr. Gary Schlapp, 1022 Independence Blvd., Yorkville, Illinois 60560.

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of five (5) calendar days after the date of deposit of such written notice in the course of transmission in the U.S. Postal Service. The addresses as recited may be changed by the parties from time to time by hand delivering written notice thereof to the other party.

IX. Indemnification

Except for the willful and wanton misconduct of the Employee, the Employer shall defend, save, and hold harmless, and indemnify Employee against any tort, professional liability claim, or demand, or other legal action arising out of an alleged act or omission occurring in the performance of the Employee's duties as Veterinarian for Employer. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon with or without Employee's consent.

X. Miscellaneous

A. **Affirmations.** By signing Employee's name below, Employee acknowledges and affirms the following:

1. Employee has been advised in writing to consult with an attorney and has been provided with a period of at least twenty-one (21) days to consult with an attorney prior to signing this Agreement. Any proposed or actual modifications to this Agreement does not restart the 21-day consideration period.
2. The consideration provided in Section VI of this Agreement constitutes monies and other benefits to which Employee otherwise would not be entitled, and that Employee is being paid these amounts in consideration for signing this Agreement.

3. Employee had a reasonable period of time to consider this Agreement and, for a period of seven (7) calendar days following Employee's execution of this Agreement, Employee may revoke the terms of this Agreement by a written document received by Employer on or before the end of the seven (7) calendar day period ("the Effective Date"). Employee shall send written notice of revocation along with any signed copies of the Agreement via United States mail, postage prepaid, addressed to the Employer, c/o Kendall County Clerk & Recorder, 111 W. Fox Street, Yorkville, Illinois 60560.
- B. **Execution of Agreement.** 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.
- C. **Paragraph Headings.** The parties have inserted the paragraph headings and numbers for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.
- D. **Waiver.** The failure of either party to this Agreement to enforce any of its terms, provisions or covenants will not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach or default by the other party of any term or provision of this Agreement will not operate as a waiver of any other breach or default.
- E. **Assignment.** Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- F. **Non-Discrimination.** Employee agree not to commit unlawful discrimination and/or unlawful harassment. Employee agrees to comply with all applicable provisions of 1) the Illinois Human Rights Act, including the reporting requirements set forth therein, 2) Title VII of the Civil Rights Act of 1964, as amended, 3) the Americans with Disabilities Act, 4) the Age Discrimination in Employment Act, 5) Section 504 of the Federal Rehabilitation Act, and 6) all applicable rules and regulations.
- G. **No Contract Bar.** Employee certifies that Employee is 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).
- H. **Legal Remedies.** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity.

- I. **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 that 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.
- J. **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.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be signed and executed on its behalf by the Kendall County Board Chairperson, and duly attested by the Kendall County Clerk and Recorder, and the Employee has signed and executed this Agreement, the day and year first above written.

KENDALL COUNTY, ILLINOIS (EMPLOYER)

Matthew Kellogg
Kendall County Board Chairperson

ATTEST: _____
Debbie Gillette, County Clerk
Kendall County, Illinois

DR. GARY SCHLAPP (EMPLOYEE)

Dr. Gary Schlapp

ATTEST: _____
Notary Public

TITLE: Administrator/Veterinarian
DEPARTMENT: Animal Control
SUPERVISED BY: County Administrator
FULL TIME/PART TIME: Part time
FLSA STATUS: Non-Exempt
UNION STATUS: Non-Union
APPROVED: In progress

I. Position Summary:

This position, under the direction of the Kendall County Administrator, provides professional medical veterinarian services within Kendall County's Animal Control program. This employee is responsible for ensuring the humane treatment of animals while ensuring public safety regarding animal management issues, pursuant to the Illinois Animal Control Act (510 ILCS 5/1 *et seq.*) and applicable Kendall County ordinances. The work is performed under the direct supervision of the County Administrator, but extensive leeway is granted for the exercise of independent judgment and initiative.

II. Essential Duties and Responsibilities:

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

1. Primary duties include the performance of office or non-manual work directly related to the management and general operations of Kendall County Animal Control, which duties include, but are not limited to the following:
 - A. Fulfills the duties of Animal Control Administrator as set forth in the Illinois Animal Control Act (510 ILCS 5/1 *et seq.*)
 - B. Provides professional medical services for the animals within Kendall County's animal control program, which includes at least one (1) on-site visit per week.
 - C. Makes decisions regarding rabies observations and veterinary medical concerns for Animal Control and, in the event of an emergency, for Kendall County.
 - D. Responsible for the health of all animals in the care of Kendall County Animal Control.
 - E. Performs high quality shelter medicine with an emphasis on problem solving through physical examination and use of in-house diagnostics when possible. Triage and stabilizes ill and injured animals. Assesses quality of life of patients.
 - F. Euthanizes animals when necessary.
 - G. Collaborates with Kendall County Animal Control Director and Animal Control Officer on cases recommending dangerous or vicious dog determinations.
 - H. On call for in person response for large scale cases such as hoarding, blood sports, and commercial breeding situations. On call for consult for cases regarding rabies control and other cases as needed.
 - I. Actively monitors disease and animal control policy issues affecting Kendall County and its residents on the local, state, and national level.
 - J. Orders and maintains control of restricted drugs and vaccinations.
 - K. Assists the Kendall County Animal Control staff with responding to citizens' questions and comments in a courteous and timely manner.
 - L. Performs staff training, as needed, and coordinates the work of Animal Control staff in the medical treatment of animals under the care of Animal Control.
 - M. Assists the Director with development of policies and procedures used in the medical care, prognosis, and euthanasia of animals in the care of the Kendall County Animal Control Department.

Kendall County Job Description

2. Attends meetings, conferences, workshops, and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas.
3. Attends Kendall County Board and committee meetings, as needed.
4. Must be able to operate Kendall County vehicles and to drive to offsite locations to perform assigned job duties.
5. Must be available after hours and on weekends, as needed, to respond to emergency calls from Kendall County Animal Control.
6. Prepares routine correspondence and other Animal Control documents related to assigned job duties.
7. Complies with all applicable state and federal laws and regulations.
8. Complies with all applicable Kendall County policies and procedures.
9. Performs other duties and responsibilities, 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.

1. Language Skills:

- A. Ability to research, read, and interpret documents and simple instructions.
- B. Ability to prepare documents, reports, minutes, agendas, and correspondence.
- C. Ability to speak effectively with the public, employees, volunteers, outside entities, law enforcement personnel, vendors, and the County's elected officials and department heads in both one-on-one and group settings.
- D. Ability to communicate effectively in writing and over the telephone.
- E. Ability to listen and understand information and ideas.
- F. Detail-oriented.
- G. Requires a proficient understanding of the English language, spelling, and grammar.

2. Mathematical Skills:

- A. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- B. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- C. Ability to read and understand basic workplace data, such as simple forms, tables, graphs, schedules, etc.

3. Reasoning Ability:

- A. Ability to deal with problems involving several concrete variables in standardized situations.
- B. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- C. Ability to medically diagnose and treat animals in the custody of Kendall County Animal Control.

4. Certificates, Licenses, and Registrations:

- A. Valid and current Illinois Veterinary License and appropriate federal drug license(s).
- B. Valid and current Illinois driver's license

Kendall County Job Description

- C. Any and all other certificates and registrations as required for the specific duties performed.

5. Other Skills, Knowledge and Abilities:

- A. Ability to excel under pressure and in stressful situations.
- B. Ability to maintain best practices for animal handling skills, responding to animal behavior, and animal care.
- C. Ability to carry out duties with minimal supervision.
- D. Ability to maintain confidentiality.
- E. Displays a positive, cooperative, and team orientated attitude, committed to working in a safe and quality environment.
- F. Must be a team player committed to working in a quality environment.
- G. Must possess excellent prioritization skills and the ability to meet deadlines.
- H. Proficient knowledge of MS Word, Excel, Outlook, PowerPoint, and Chameleon software products.
- I. Knowledge of office practices, principles of modern record keeping, and maintaining filing systems.
- J. Skills in operating a personal computer, facsimile machine, and telephone.

6. Education and Experience:

- A. Minimum of a Doctoral Degree of Veterinary Medicine from an accredited college or university.
- B. Minimum 2 years performing veterinary medicine.
- C. Minimum 1 year performing shelter medicine.
- D. Experience performing complex and responsible administrative duties.
- E. Experience with Chameleon Software products, preferred.

IV. Physical Demands:

While performing the duties of this job, the employee is frequently required to:

- A. Occasionally lift and/or move up to 120 pounds, with or without assistance, including live animals;
- B. Lift and/or move up to 50 pounds, including live animals;
- C. Occasionally handle large, active, aggressive, and/or vicious animals;
- D. Reach, push and pull with one and/or both hands and arms;
- E. Stoop, kneel, crouch, crawl, walk, run;
- F. Bend over at the waist and reach with one and/or both hands and arms;
- G. Talk and hear in person and via use of telephone;
- H. Operate County vehicles and safety equipment;
- I. Specific vision abilities include close and distance vision, depth perception; and
- J. Travel independently to other locations to perform assigned responsibilities.

V. Work Environment:

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

- A. Inside and outside environmental conditions, subject to all weather elements, including extreme weather conditions;
- B. All lighting conditions, including but not limited to, daylight and night/low light, with and without artificial light available, indoors and outdoors;

Kendall County Job Description

- C. Exposed to potentially volatile situations which can present risk of violence or injury;
- D. The noise level in the work environment varies from moderate to noisy inside;
- E. May be exposed to stressful and difficult situations while working with users, law enforcement, County staff, elected officials, vendors, and the general public;
- F. Continuously exposed to animals of all varieties, animal noises, hair/dander, and smells, including industrial cleaning products; and
- G. 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

Date

cc: personnel file, employee



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 3/20/2024
Subject: Revised Kendall County Organizational Chart and Headcount
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Review and approval of Revised Kendall County Organizational Chart and Headcount

Board/Committee Review:

On March 4, 2024, the Human Resources & Insurance Committee voted to forward the attached Revised Kendall County Organizational Chart and Headcount to the County Board for approval.

Fiscal impact:

None

Background and Discussion:

The attached Revised Kendall County Organizational Chart and Headcount coincides with the reporting structure set forth in the Kendall County Animal Control Director's job description and the Kendall County Administrator/Veterinarian's job description.

Staff Recommendation:

Approval of the Revised Kendall County Organizational Chart and Headcount

Attachments:

1. Revised Kendall County Organizational Chart and Headcount

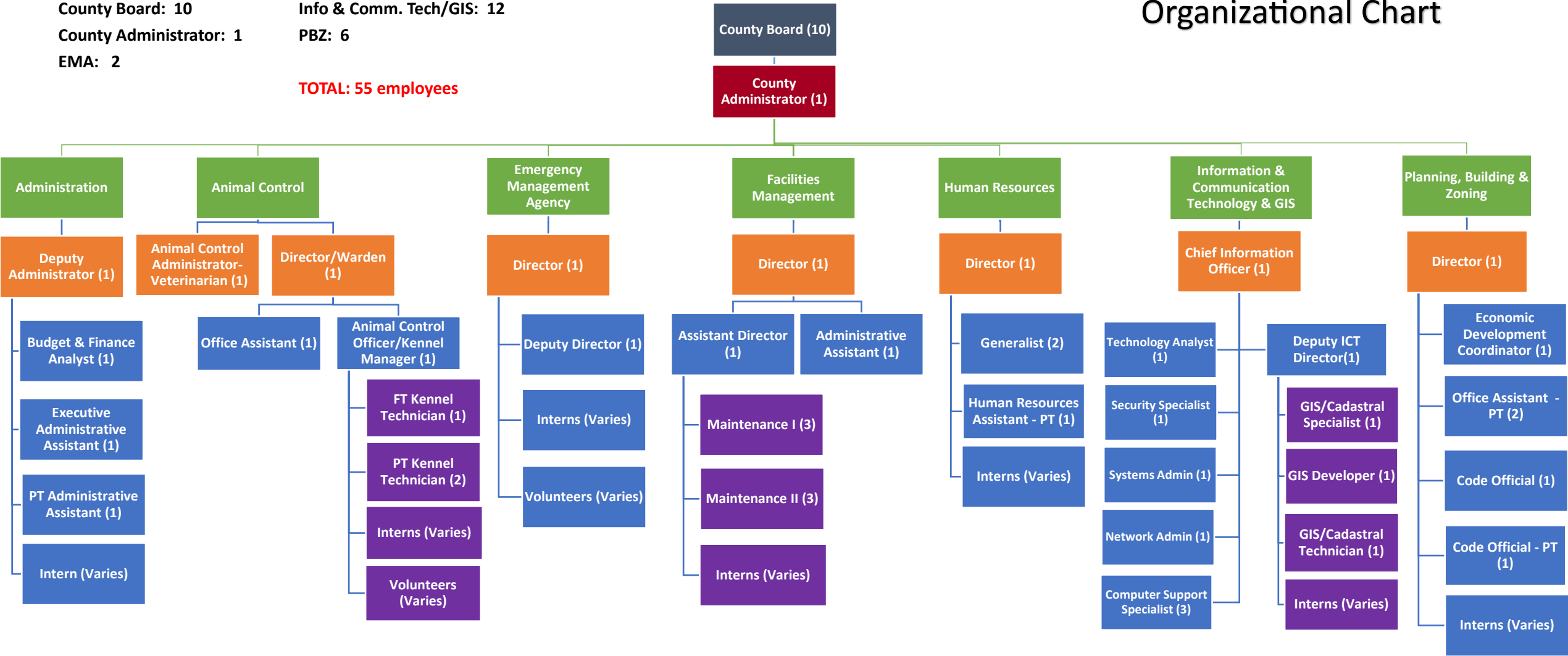
APPROVED HEADCOUNT

Administrator: 4
Animal Control: 7
County Board: 10
County Administrator: 1
EMA: 2

Facilities: 9
Human Resources: 4
Info & Comm. Tech/GIS: 12
PBZ: 6

TOTAL: 55 employees

Kendall County, Illinois
Organizational Chart





Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 3/20/2024

Subject: Approval of Petition 24-01, Major Amendment to a Special Use Permit for a Veterinary and Kennel at 949 Bell Road

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 24-01, A Request from Deb Chow on Behalf of Jade Restorations, Inc for Major Amendments to the Special Use Permit for a Kennel and Veterinary Granted by Ordinance 2020-01 and Amended by Ordinance 2023-05 by Changing the Site Plan, Landscaping Plan, and Photometric Plan at 949 Bell Road, Minooka (PIN: 09-24-100-012 (Part)) in Seward Township; Property is Zoned A-1 with a Special Use Permit

Previous Board/Committee Review:

ZPAC-Approval (9-0-1) on February 6, 2024

Kendall County Regional Planning Commission-Approval with Conditions (9-0-1) on February 28, 2024

Kendall County Zoning Board of Appeals-Approval with Conditions (6-0-1) on March 4, 2024

Kendall County Planning, Building and Zoning Committee-Approval with Conditions (4-0-1) on March 11, 2024

Fiscal impact:

N/A

Background and Discussion:

The Petitioner would like to rezone the eastern and northern approximately thirteen point six (13.6) acres to B-3 (See Petition 24-02). By so doing, the Petitioner is required to amend the special use permit for the existing kennel and veterinary by adjusting the site plan, landscaping plan, and photometric plan to reflect the map amendment.

In addition, the site plan attached to Ordinance 2020-01 showed a driveway extending from the northern end of the northeastern parking lot to the northern end of the special use permit area of the property. This driveway was not included in the site plan attached to Ordinance 2023-05. The Petitioner would like to add this twenty-four foot (24') wide driveway back into the site plan.

The record for this Petition can be found here:
<https://www.kendallcountyil.gov/home/showpublisheddocument/29237/638442890425700000>.

Staff Recommendation:

Approval with Conditions

Attachments:

Proposed Ordinance

ORDINANCE NUMBER 2024-_____

**MAJOR AMENDMENT TO A SPECIAL USE PERMIT FOR A KENNEL AND VETERINARY
ESTABLISHMENT GRANTED BY ORDINANCE 2020-01 AND AMENDMED BY ORDINANCE
2023-05 BY CHANGING THE SITE PLAN, LANDSCAPING PLAN, AND PHOTOMETRIC
PLAN AT 949 BELL ROAD, MINOOKA (PART OF PIN: 09-24-100-012) IN SEWARD
TOWNSHIP**

WHEREAS, Section 13:08 of the Kendall County Zoning Ordinance permits the Kendall County Board to approve amendments to existing special use permits and provides the procedure through which amendments to existing special use permits are granted; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural Zoning District and consists of approximately 8.5 more or less acres located at the southwest corner of 949 Bell Road, Minooka (Part of PIN: 09-24-100-012) in Seward Township. The legal description for the area proposed for major amendment to an existing special use permit is set forth in Exhibit A attached hereto and incorporated by reference, and the area proposed for map amendment shall hereinafter be referred to as “the subject property”; and

WHEREAS, on or about February 18, 2020, the subject property was granted a special use permit for a kennel and veterinary establishment by the County Board through Ordinance 2020-01; and

WHEREAS, on or about February 21, 2023, a major amendment to the special use permit granted by Ordinance 2020-01 was approved by the County Board through Ordinance 2023-05; and

WHEREAS, the subject property is currently owned by Jade Restorations, Inc. as represented by Deb Chow and shall hereinafter be referred to as “Petitioner”; and

WHEREAS, on or about January 22, 2024, Petitioner’s representative filed a petition for a Map Amendment rezoning a portion the subject property from A-1 Agricultural District and A-1 Agricultural District with a Special Use Permit to B-3 Highway Business District and application for a major amendment to the existing special use permit by amending the site plan, landscaping plan, and photometric plan; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on February 8, 2024, due and proper notification to the Village of Shorewood on or about February 7, 2024, due and proper notification to Seward Township on or about February 9, 2024, and due and proper notification to all property owners of record of properties located within seven hundred fifty feet of the subject property at least fifteen days prior to the hearing, the Kendall County Zoning Board of Appeals conducted a public hearing on March 4, 2024, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested major amendment to an existing special use permit and zero members of the public testified in favor or in opposition or asked question of the requested major amendment to an existing special use permit; 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 amendment to an existing special use permit with conditions as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated March 4, 2024, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings

of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of approval of the requested major amendment to an existing special use permit with conditions; and

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

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

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for a major amendment to an existing special use permit at the subject property subject to the following conditions and restrictions:
 - A. Condition 2.A of Ordinance 2020-01 and Condition 2.A of Ordinance 2023-05 are hereby repealed in their entirety and are replaced with the following:

“The site shall be developed substantially in accordance with the site plan attached hereto as Exhibit C. The landscaping plan and photometric plan attached to Ordinance 2023-05 shall remain valid except on those portions of the property not zoned A-1.”
 - B. The remaining conditions and restrictions contained in Ordinance 2020-01 and Ordinance 2023-05 shall remain valid and effective.
 - C. 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.
 - D. 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.
 - E. These major amendments to an existing special use permit 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.
3. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this Map Amendment.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 20th day of March, 2024.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

Exhibit A - LEGAL DESCRIPTION

PARCEL 1 (RUSTY RIDGE ANIMAL CENTER)

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 80 FOOT WIDE NATURAL GAS PIPELINE EASEMENT AS DESCRIBED IN BOOK 103 PAGE 333 IN KENDALL COUNTY RECORDS; THENCE SOUTH 85 DEGREES 47 MINUTES 08 SECONDS EAST, ON SAID SOUTH LINE, 504.74 FEET TO THE EAST LINE OF THE WEST 502.00 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREES 45 MINUTES 20 SECONDS EAST, ON SAID EAST LINE, 526.83 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 10 MINUTES 23 SECONDS WEST, ON SAID SOUTH LINE, 502.00 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

Exhibit B

The Kendall County Zoning Board of Appeals held a public hearing on the Petition 24-01 on March 4, 2024. Zero (0) members of the public, other than the Petitioner's Engineer, testified in favor or in opposition to the request. On the same date, the Kendall County Zoning Board of Appeals issued the following findings of fact and recommendation by a vote of six (6) in favor and zero (0) in opposition. Member Prodehl was absent.

FINDINGS OF FACT

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 kennel and veterinary establishment are already in existence. The proposed driveway extension was originally planned in 2020 when the project was originally proposed. The special use portion of the site will retain the previously approved landscaping and photometric plans.

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. None of the lighting or landscaping installed at the site will be removed as part of this proposal. No evidence has been provided showing the that use of the property as a kennel and veterinary establishment has negatively impacted property values or was injurious 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 and the new driveway will help with traffic circulation when the northern portion of the property is commercially developed. The development of the site was in compliance with a County issued stormwater permit which included the proposed driveway extension.

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. This is true. The Petitioners are not proposing any changes related to the operation of the business allowed by the previously approved special use permit. Other than the driveway addition and rezoning of the land to the east, no other changes are proposed to physical layout of the site.

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.

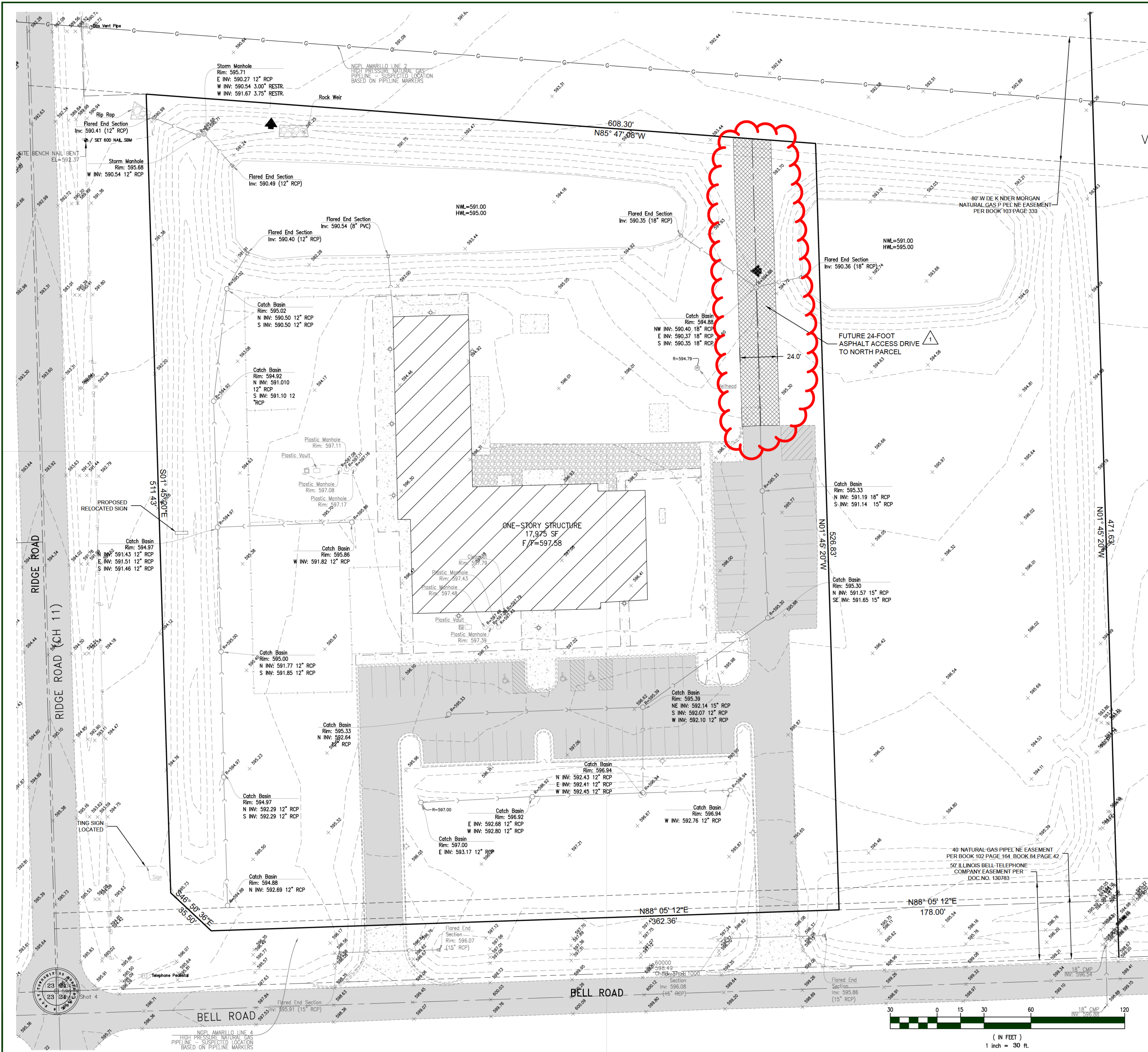
RECOMMENDATION

Approval Subject to the Following Conditions:

1. Condition 2.A of Ordinance 2020-01 and Condition 2.A of Ordinance 2023-05 are hereby repealed in their entirety and are replaced with the following:

"The site shall be developed substantially in accordance with the submitted site plan. The landscaping plan and photometric plan attached to Ordinance 2023-05 shall remain valid except on those portions of the property not zoned A-1."

2. The remaining conditions and restrictions contained in Ordinance 2020-01 and Ordinance 2023-05 shall remain valid and effective.
3. 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.
4. 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.
5. These major amendments to an existing special use permit 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.



CONCRETE PAVEMENT

GRAVEL AREA

HMA PAVEMENT

FLARED END SECTION

STORM MANHOLE

STORM INLET

CATCH BASIN

FIRE HYDRANT

VALVE AND VAULT

B BOX

SANITARY MANHOLE

STORM SEWER

WATERMAIN

SANITARY SEWER

CONTOUR

SILT FENCE

OVERLAND FLOW PATH

US-52

County Line Rd

Bell Rd

Ridge Rd

SITE

SITE LOCATION

LEGEND

ABBREVIATIONS

EXISTING

PROPOSED

LEGAL DESCRIPTION

LIST OF MODIFICATIONS

BENCHMARKS

ORDINANCE #23-05 SITE AREA STATISTICS

FUTURE SITE AREA STATISTICS

REVISED DEVELOPMENT AREA DRAINAGE STATISTICS

Civil Engineering & Land Development Consulting

26316 Mapleview Drive

Plainfield, IL 60585

815.577.1707 T 815.577.2895 F

www.cookengr.com

COOK

ENGINEERING

GROUP

MAJOR AMENDMENT

EXHIBIT

RUSTY RIDGE ANIMAL CENTER

949 BELL ROAD

MINOOKA, IL 60447

PREPARED FOR

BULLMASTIFF CONSTRUCTION

MS. DEB HOWARD

CEG JOB NUMBER

2018-107

SCALE: 1" = 30'

DRAWN BY: EKH

CHECKED BY: MDC

DATE: 01/18/2024

SHEET: 1 of 1

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Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 3/20/2024
Subject: Approval of Petition 24-02, Map Amendment Rezoning Approximately 13.6 Acres at 949 Bell Road
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 24-02, A Request from Deb Chow on Behalf of Jade Restorations, Inc for a Map Amendment Rezoning Approximately 13.6 Acres of 949 Bell Road, Minooka (PIN: 09-24-100-012) in Seward Township from A-1 Agricultural District and A-1 Agricultural District With a Special Use Permit for a Kennel and Veterinary to B-3 Highway Business District

Previous Board/Committee Review:

ZPAC-Approval (9-0-1) on February 6, 2024

Kendall County Regional Planning Commission-Approval (9-0-1) on February 28, 2024

Kendall County Zoning Board of Appeals-Approval (6-0-1) on March 4, 2024

Kendall County Planning, Building and Zoning Committee-Approval (4-0-1) on March 11, 2024

Fiscal impact:

N/A

Background and Discussion:

The Petitioner would like to rezone the eastern and northern approximately thirteen point six (13.6) acres to B-3 Highway Business District to match the Future Land Use Map.

To date, an end user for the property has not been identified.

The record for this Petition can be found here, <https://www.kendallcountyil.gov/home/showpublisheddocument/29239/638453111820457267>.

Staff Recommendation:

Approval

Attachments:

Draft Ordinance

ORDINANCE NUMBER 2024-_____

**MAP AMENDMENT FOR APPROXIMATELY THIRTEEN POINT SIX ACRES LOCATED AT
949 BELL ROAD, MINOOKA (PART OF PIN: 09-24-100-012) IN SEWARD TOWNSHIP**

Rezone from A-1 and A-1SU to B-3

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

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural Zoning District and consists of approximately 13.6 more or less acres located on the eastern and northern portions of 949 Bell Road, Minooka (Part of PIN: 09-24-100-012) in Seward Township. The legal description for the area proposed for map amendment is set forth in Exhibit A attached hereto and incorporated by reference, and the area proposed for map amendment shall hereinafter be referred to as “the subject property”; and

WHEREAS, on or about February 18, 2020, a portion of the subject property was granted a special use permit for a kennel and veterinary establishment by the County Board through Ordinance 2020-01; and

WHEREAS, on or about February 21, 2023, a major amendment to the special use permit granted by Ordinance 2020-01 was approved by the County Board through Ordinance 2023-05; and

WHEREAS, the subject property is currently owned by Jade Restorations, Inc. as represented by Deb Chow and shall hereinafter be referred to as “Petitioner”; and

WHEREAS, on or about January 22, 2024, Petitioner’s representative filed a petition for a Map Amendment rezoning the subject property from A-1 Agricultural District and A-1 Agricultural District with a Special Use Permit to B-3 Highway Business District; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on February 8, 2024, due and proper notification to the Village of Shorewood on or about February 7, 2024, due and proper notification to Seward Township on or about February 9, 2024, and due and proper notification to all property owners of record of properties located within five hundred feet of the subject property at least fifteen days prior to the hearing, the Kendall County Zoning Board of Appeals conducted a public hearing on March 4, 2024, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested Map Amendment and zero members of the public testified in favor or in opposition or asked question of the requested Map Amendment; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the Map Amendment as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated March 4, 2024, a true and correct copy of which is attached hereto as Exhibit B; and

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

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

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

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

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 20th day of March, 2024.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

Exhibit A- LEGAL DESCRIPTION

**JADE RESTORATIONS, INC.
NEC RIDGE RD. & BELL RD.
KENDALL COUNTY, ILLINOIS**

PARCEL 2 (RE-ZONING A1 & A1-SU TO B3)

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, EXCEPT THAT PART 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 80 FOOT WIDE NATURAL GAS PIPELINE EASEMENT AS DESCRIBED IN BOOK 103 PAGE 333 IN KENDALL COUNTY RECORDS; THENCE SOUTH 85 DEGREES 47 MINUTES 08 SECONDS EAST, ON SAID SOUTH LINE, 504.74 FEET TO THE EAST LINE OF THE WEST 502.00 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREES 45 MINUTES 20 SECONDS EAST, ON SAID EAST LINE, 526.83 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 10 MINUTES 23 SECONDS WEST, ON SAID SOUTH LINE, 502.00 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

Exhibit B

The Kendall County Zoning Board of Appeals held a public hearing on the Petition 24-02 on March 4, 2024. Zero (0) members of the public, other than the Petitioner's Engineer, testified in favor or in opposition to the request. On the same date, the Kendall County Zoning Board of Appeals issued the following findings of fact and recommendation by a vote of six (6) in favor and zero (0) in opposition. Member Prodehl was absent.

FINDINGS OF FACT

Existing uses of property within the general area of the property in question. **A portion of the property is presently used as a kennel and veterinary with related parking and landscaping while the majority of the property is presently used as an agricultural field. Surrounding properties are used fields, farmsteads, and a landscaping business.**

The Zoning classification of property within the general area of the property in question. **The surrounding properties are zoned A-1 or A-1 with various special uses including a landscaping business, landing strips, and natural gas compression.**

The suitability of the property in question for the uses permitted under the existing zoning classification. **The Petitioner did not provide a specific proposed land use. A variety of uses allowed in the proposed B-3 Highway Business District could be placed on the property.**

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

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **The Future Land Use Map in the Land Resource Management Plan classifies this property as Commercial and the four corners of the intersection of Ridge and Bell Roads as Commercial. The Village of Shorewood's Future Land Use Map calls for the property to be Community Commercial. The requested map amendment is consistent with the Land Resource Management Plan.**

RECOMMENDATION

Approval



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 3/20/2024
Subject: Approval of Petition 24-03, Amendments to Future Land Use Map Reclassifying Certain Property South of Yorkville as Mixed Use Business
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 24-03, A Request from the Kendall County Regional Planning Commission for Amendments to the Future Land Use Map Contained in the Kendall County Land Resource Management Plan by Reclassifying 7775 A/B Route 47, 7789 Route 47, and 8175 Route 47 (PINs: 05-09-300-015, 05-09-376-002, and 05-16-100-006) in Kendall Township from Transportation Corridor to Mixed Use Business and Related Text Changes

Previous Board/Committee Review:

ZPAC-Approval of the Original Proposal (9-0-1) on February 6, 2024

Kendall County Regional Planning Commission-Approval of Revised Proposal (9-0-1) on February 28, 2024

Kendall County Zoning Board of Appeals-Approval of Revised Proposal (6-0-1) on March 4, 2024

Kendall County Planning, Building and Zoning Committee-Approval of the Revised Proposal (4-0-1) on March 11, 2024

Fiscal impact:

N/A

Background and Discussion:

The Petitioner would like to reclassify the subject properties in order to give the property owners the ability to rezone the properties to M-1 Limited Manufacturing District in the future.

At the February 28, 2024, public hearing before the Kendall County Regional Planning Commission, the owner of the properties on the east side of Route 47 requested that the properties on the east side of Route 47 be removed from the proposal. The Kendall County Regional Planning Commission agreed with this request. The Kendall County Zoning Board of Appeals also agreed to the request.

The record this Petition can be found here, <https://www.kendallcountyil.gov/home/showpublisheddocument/29241/638453112099056824>.

Staff Recommendation:

Approval

Attachments:

Draft Resolution

Aerial of Subject Properties

RESOLUTION NUMBER 2024-_____

A RESOLUTION ADOPTING AN AMENDMENT TO THE KENDALL COUNTY LAND RESOURCE MANAGEMENT PLAN TO UPDATE THE FUTURE LAND USE PLAN BY RECLASSIFYING 7775 A/B ROUTE 47, 7789 ROUTE 47, AND 8175 ROUTE 47 (PINs: 05-09-300-015, 05-09-376-002, AND 05-16-100-006) IN KENDALL TOWNSHIP FROM TRANSPORTATION CORRIDOR TO MIXED USE BUSINESS AND RELATED TEXT AMENDMENTS TO THE KENDALL COUNTY LAND RESOURCE MANAGEMENT PLAN

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

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

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

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

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

WHEREAS, the properties which are the subject of this Resolution has been, at all relevant times, and remain currently classified as Transportation Corridor on the Future Land Use Map and are located at 7775 A/B Route 47, 7789 Route 47, 8030 Route 47, 8090 Route 47, and 8175 Route 47, Yorkville (PINs: 05-09-300-015, 05-09-376-002, 05-09-400-006, 05-09-400-010, 05-09-400-011, 05-16-100-006, 05-16-200-008, 05-16-200-013, and 05-16-200-014) in Kendall Township and these properties shall hereinafter be referred to as “the subject properties”; and

WHEREAS, on or about November 15, 2023, the owner and contract purchaser of 8115 Route 47 submitted an application requesting that 8115 Route 47 be reclassified from Transportation Corridor to Mixed Use Business; and

WHEREAS, on February 20, 2024, by Resolution 2024-07, the Kendall County Board approved the reclassification of 8115 Route 47 from Transportation Corridor to Mixed Use Business; and

WHEREAS, the Kendall County Regional Planning Commission desires that the properties fronting Route 47 near 8115 Route 47 have the same classification on the Future Land Use Map for planning and economic development purposes; and

WHEREAS, on January 24, 2024, the Kendall County Regional Planning Commission, hereinafter be referred to as Petitioner, submitted an application reclassifying the subject properties from Transportation Corridor to Mixed Use Business on the Future Land Use Map contained in the Kendall County Land Resource Management Plan and related text changes to the Land Resource Management Plan; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on February 1, 2024, and certified return receipt mail to the owners of record of the subject properties on January 29, 2024, the Kendall County Regional Planning Commission conducted a public hearing on February 28, 2024, at 7:00

p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner's representative presented evidence, testimony, and exhibits in support of the requested amendments and zero members of the public testified in favor of the request and one member of the public requested that the properties on the east side of Route 47 be removed from the proposal; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Regional Planning Commission has recommended approval of the proposed amendments with an amendment to the proposal removing the properties located on the east side of Route 47 from the proposal; and

WHEREAS, the Kendall County Zoning Board of Appeals met on March 4, 2023, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner's representative presented evidence, testimony, and exhibits in support of the requested amendments and zero members of the public testified in favor or in opposition to the request and one member of the public asked questions regarding the proposal; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has recommended approval of the proposed amendments with the deletion recommended by the Kendall County Regional Planning Commission; and

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

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

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

1. The Recommendations of the Kendall County Regional Planning Commission and Kendall County Zoning Board of Appeals attached hereto as Exhibits A and B respectively are hereby accepted.
2. The Kendall County Board hereby grants approval of Petitioner's petition for an amendment to the Future Land Use Map contained in the Kendall County Land Resource Management Plan by reclassifying the properties identified by Parcel Identification Numbers 05-09-300-015, 05-09-376-002, and 05-16-100-006 from Transportation Corridor to Mixed Use Business.
3. Any text or maps contained in the Kendall County Land Resource Management Plan in conflict with this resolution, including but not limited to the future land use table contained on page 7-38 and the list of revisions contained in Section 1 of the Land Resource Management Plan, are hereby amended to match the reclassification of the subject properties approved by this resolution.

IN WITNESS OF, this resolution has been enacted by a majority vote of the Kendall County Board and is effective this 20th day of March, 2024.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

Exhibit A

The Kendall County Regional Planning Commission held a public hearing on the Petition 24-03 on February 28, 2024. One (1) member of the public requested that the properties on the east side of Route 47 be removed from the proposal. On the same date, the Commission issued the following recommendation by a vote of nine (9) in favor and zero (0) in opposition. Commissioner Casey was absent.

RECOMMENDATION

Approval with an amendment by deleting the properties on the east side of Route 47 from the proposal.

Exhibit B

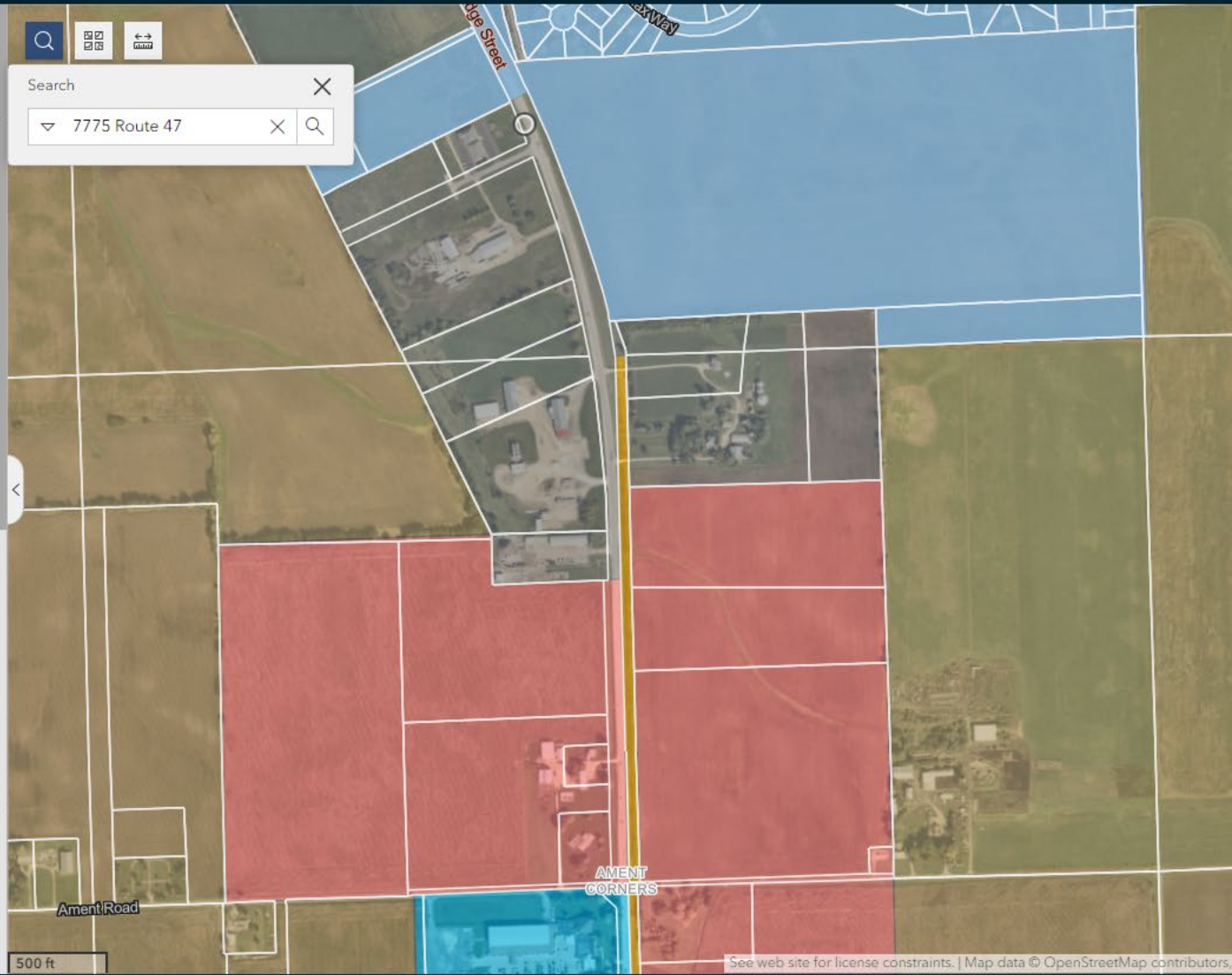
The Kendall County Zoning Board of Appeals held a public meeting on the Petition 24-03 on March 4, 2024. On the same date, the Kendall County Zoning Board of Appeals issued the following recommendation by a vote of six (6) in favor and zero (0) in opposition. Member Prodehl was absent.

RECOMMENDATION

Approval with an amendment by deleting the properties on the east side of Route 47 from the proposal.

- Parcels
- Kendall County Zoning
- Labeled Addresses
- Other Boundaries and Properties
 - Subdivisions
 - Lots
 - Condo Developments
 - Condo Buildings
 - Incorporated Areas
 - Boundary Agreements
 - PLSS
- Historic Features & Cemeteries
- Land Use
 - Current Land Use
 - Kendall County LRMP

- Parcels**
- Other Boundaries and Properties**
- Incorporated Areas**
- PLANO
 - YORKVILLE
 - LISBON
 - SANDWICH
 - AURORA
 - JOLIET
 - MILLBROOK
 - MILLINGTON
 - MINOOKA
 - MONTGOMERY
 - NEWARK
 - OSWEGO
 - PLAINFIELD
 - PLATTVILLE
 - SHOREWOOD
- Land Use**
- Kendall County LRMP**
- Urbanized Communities



See web site for license constraints. | Map data © OpenStreetMap contributors,

Certificate of Authority by Vote

I, Debbie Gillette, hereby certify that I am the duly elected County Clerk of Kendall County ("Governmental Unit"). I hereby certify the following is a true copy of a vote taken at a meeting of the Kendall County Board, duly called and held on March 19, 2024, at which a quorum of the Members were present and voting.

Voted: That Francis C. Klaas, P.E., Kendall County Engineer, is duly authorized to enter into contracts, to include joint participation agreements, on behalf of Kendall County with the State of Illinois and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract or joint participation agreement to which this certificate is attached. I further certify that it is understood that the State of Illinois will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Governmental Unit. To the extent that there are any limits on the authority of any listed individual to bind the Governmental Unit in contracts with the State of Illinois, all such limitations are expressly stated herein.

Dated: _____

Attest: Debbie Gillette, Kendall County Clerk

Seal



Does the County participate in the County Engineer's Salary Reimbursement Program? ☒ Yes ☐ No

WHEREAS, the County Board of Kendall County has adopted a resolution establishing the salary of the County Engineer to be ≥105% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and percentage

NOW, THEREFORE, BE IT RESOLVED, by the Kendall County Board that there is hereby appropriates the sum of
County

One hundred forty thousand _____ Dollars (\$140,000.00) from the County's

Highway _____ funds for the purpose of paying the County Engineer's salary from 05/20/24 to 05/19/25 and,
Fund _____
beginning date ending date

BE IT FURTHER RESOLVED, that the Kendall County Board hereby authorizes the Department of Transportation, State of County

Illinois to transfer Seventy thousand Dollars
(\$70,000.00) of Federal Surface Transportation Program funds allocated to Kendall County to the
Department of Transportation in return for an equal amount of State funds; and
County

BE IT FURTHER RESOLVED, by the Kendall County Board that there is hereby appropriated the sum of
County

Dollars () from the County's

_____ funds for the purpose of paying the County Engineer's expenses from 05/20/24 to 05/19/25
Fund beginning date ending date

I, _____ County Clerk in and for said County of Kendall in the State of Illinois, and
Name of Clerk County

keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Kendall at a meeting held on 03/19/24 .

County date

I certify that the correct TIN/FEIN number for Kendall County is 366006598 Legal Status: Governmental.
County TIN/FEIN Number

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ Day _____ day of _____ Month, Year _____.

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

For resolutions involving a transfer of STR funds:

Omer Osman, P.E.

Secretary of Transportation Signature & Date

BY:

George A. Tapas, P.E., S.E.

Engineer of Local Roads & Streets Signature & Date

For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).

LPA NAME	Section No	STP Section No
Kendall		24-CS093-00-AC
County		
For IDOT Use Only		
Dates of the existing agreement between IDOT and County _____ to _____ Beginning Ending		
Dates of the new agreement between IDOT and County _____ to _____ Beginning Ending		



Kendall County Agenda Briefing

Meeting Type: Committee of the Whole
Meeting Date: 3/14/2024
Subject: Phase 1 February Monthly Report and Contingency Reduction #6
Prepared by: Dan Polvere, Facilities Director
Department: Facilities

Action Requested: Review and Approve Phase 1 Contingency Reduction No. 6

Board/Committee Review: N/A

Fiscal impact: \$38,046 Reduction of Phase 1 Contingency

Background and Discussion:

County Office Building #2 (107 W. Fox Street) is on target to be completed by June 1st. Cordogan Clark's detailed report of February progress is attached.

Contingency reduction No. 6 includes costs for 1) additional handrail for ramp to Firehouse 2) installation of solid surface windowsills 3) revised casework and finishes 4) elevator hoist beam 5) attic access door 6) installation of a partition/chase wall 7) water main run under slab to sprinkler room 8) outside lift station septic work.

Contingency reduction #6 also includes two credits 1) water main run 2) septic work noted above.

The total request for Contingency Reduction No. 6 is \$38,046, with revised contract amounts as follows:

- | | | |
|-----------------------|-------------|-----------------------------------|
| • O'Malley Welding: | \$16,800 | (new contract: \$16,800 increase) |
| • Lite Construction: | \$2,157,700 | (\$16,196 increase) |
| • Plainfield Grading: | \$620,498 | (\$8,050 increase) |
| • Omega Plumbing: | \$141,702 | (\$3,000 credit) |
| • Bob's Septic: | \$ 425 | (new contract: \$425 increase) |
| • Abby Paving: | \$ 407,130 | (\$425 credit) |

The current available contingency is \$171,746.

Staff Recommendation: Approve Motion

Attachments:

- Cordogan Clark February monthly report
- Contingency Reduction No. 6 dated 3/6/24

CONTINGENCY REDUCTION

Owner: ☐
Architect: ☐
Construction Manager: ☐
Contractor: ☐
Field: ☐

PROJECT: Phase One New Office Building

CONTINGENCY REDUCTION #: CR-006

CLIENT: Kendall County
111 W. Fox Street
Yorkville, IL 60560

DATE: 3/6/2024
CONTRACT DATE:
PROJECT #: 221071

CONSTRUCTION

MANAGER: Cordogan Clark Consulting Services
960 Ridgeway Avenue
Aurora, IL 60506

The Contract is changed as follows:

1. O'Malley Welding & Fabricating
Additional handrail for ramp to old fire house. \$16,800.00
New Contract Amount: \$16,800.00
2. Lite Construction
PR-13 Install solid surface window sills. \$9,772.00
ASI-13 & PR-11 Material Changes - Revised casework and finishes. Added elevator hoist beam and attic access door. \$2,596.00
PR-12 Voter Office 105 & Staging / Work Area 106 Build B3 partition - chase walls. \$3,828.00
New Contract Amount: \$2,157,700.00
3. Plainfield Grading
Water main run under slab to sprinkler room. \$8,050.00
New Contract Amount: \$620,498.00
4. Omega Plumbing
Credit for water main work above. (\$3,000.00)
New Contract Amount: \$141,702.00
5. Bob's Septic
Septic work - Outside Lift Station. \$425.00
New Contract Amount: \$425.00
6. Abbey Paving
Credit for Septic work - Outside Lift Station. (\$425.00)
New Contract Amount: \$407,130.00

SUB-TOTAL FOR CONTINGENCY REDUCTION: \$38,046.00

The Original Contingency was:	\$505,200.00
Net Change by previously authorized Contingency Reductions:	\$295,408.00
The Contingency prior to this reduction was:	\$209,792.00
The Contingency will be decreased by this reduction in the amount of:	\$38,046.00
The new Contingency with this reduction will be:	\$171,746.00
The Contract Time will be increased by:	(0) days
The date of Substantial Completion as of the date of this Contingency Reduction, therefore is:	<u>unchanged.</u>

NOTE: This Contingency Reduction does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until cost and time have been agreed by both the Owner, Contractor & Construction Manager, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER.

CONSTRUCTION MANAGER:

Cordogan Clark Consulting Services, Inc.
960 Ridgeway Avenue
Aurora, IL 60505

By: _____

Date: _____

OWNER:

Kendall County
111 W. Fox Street
Yorkville, IL 60560

By: _____

Date: _____



Kendall County Agenda Briefing

Meeting Type: Committee of the Whole
Meeting Date: 3/14/2024
Subject: Section 5311 and DOAP Grants
Prepared by: Jennifer Breault, Budget and Finance Analyst
Department: Administration

Action Requested:

Approval of Grant Resolutions

Board/Committee Review:

- Approval of a Resolution Authorizing the Execution and Amendment of Section 5311 Grant Agreement
- Approval of Resolution Authorizing the Execution and Amendment of Downstate Operating Assistance Grant Agreement

Fiscal impact:

FY24-25 Grant receipts: Section 5311 \$58,357; DOAP \$3,060,100

Background and Discussion:

Kendall County's Kendall Area Transit (KAT) Program is partially funded with federal and state grants.

The Federal Transit Authority (FTA) passes Section 5311 grant dollars to the Illinois Department of Transportation (IDOT). The Illinois General Assembly allocates funds for the Downstate Operating Assistance Program (DOAP) for administration by IDOT.

Kendall County receives Section 5311 and DOAP grant funds from IDOT and passes them to the Kendall Area Transit service provider, the Voluntary Action Center of Northern Illinois (VAC) to operate the KAT Program.

Staff Recommendation:

Approval of Section 5311 and DOAP Resolutions

Attachments:

Section 5311 Resolution and Ordinance

COUNTY OF KENDALL, ILLINOIS
Public Transportation Applicant Ordinance

ORDINANCE NUMBER: 24-_____

**AN ORDINANCE TO PROVIDE PUBLIC TRANSPORTATION
IN KENDALL COUNTY, ILLINOIS**

WHEREAS, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Kendall County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits; and

WHEREAS, the Kendall County Board has the authority to delegate certain powers and duties to county officers, and, pursuant to 55 ILCS 5/5-1087, the Kendall County Board may impose additional duties, powers and functions upon county officers; and

**NOW, THEREFORE, BE IT ORDAINED BY THE KENDALL COUNTY
BOARD CHAIRMAN AND KENDALL COUNTY THAT:**

Section 1. Kendall County shall hereby provide public transportation within the county or counties limits.

Section 2. The Clerk/Secretary to the governing board of Kendall County shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the Kendall County Board Chairman or County Administrator of the County of Kendall is hereby authorized and directed to execute and file on behalf of Kendall County a Grant Application to the Illinois Department of Transportation.

Section 5. That the Kendall County Board Chairman or County Administrator of the County of Kendall is hereby authorized and directed to execute and file on behalf of Kendall County all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the Kendall County Board Chairman and the Kendall County Board on this ____ day of _____, 2024 and deposited and filed in the Office of the County Clerk on that date.

Elected Board Members: _____

Members Present at Vote: _____

Members Voting "Aye": _____

Members Voting "Nay": _____

Members Abstaining: _____

Signature of:

Date

Matt Kellogg, County Board Chairman

Attest:

Debbie Gillette, County Clerk and Recorder



COUNTY OF KENDALL, ILLINOIS
Resolution: 24-_____

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
SECTION 5311 GRANT AGREEMENT**

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311; and

WHEREAS, the Kendall County Board has the authority to delegate certain powers and duties to county officers, and, pursuant to 55 ILCS 5/5-1087, the Kendall County Board may impose additional duties, powers and functions upon county officers; and

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF
KENDALL COUNTY:**

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2025 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Kendall County.

Section 2. That while participating in said operating assistance program, Kendall County will provide all required local matching funds.

Section 3. That the Kendall County Board Chairman or County Administrator of the County of Kendall is hereby authorized and directed to execute and file on behalf of Kendall County such application.

Section 4. That the Kendall County Administrator of the Kendall County Kendall County Board is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Kendall County Administrator of the Kendall County Kendall County Board is hereby authorized and directed to execute and file on behalf of Kendall County a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2025.

Section 6. That the Kendall County Administrator of the Kendall County Kendall County Board is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2025.

PRESENTED and ADOPTED this ____ day of _____, 2024.

Approved:

Attest:

Matt Kellogg
County Board Chairman

Debbie Gillette
County Clerk and Recorder



KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



FEBRUARY

2024

Submitted by: Sheriff Dwight A. Baird

OPERATIONS DIVISION

POLICE SERVICES	February-22	February-23	January-24	February-24
Calls for Service	590	589	770	661
Police Reports	354	336	327	337
Total Arrests	101	129	111	124
Ordinance Citations Issued	0	0	0	0
TRAFFIC SERVICES				
Traffic Contacts	466	524	451	626
Traffic Citations Issued	215	305	239	248
DUI Arrests	8	9	6	6
TRAFFIC CRASH INVESTIGATIONS				
Property Damage	50	39	52	32
Personal Injury	5	5	11	11
Fatalities	0	0	0	0
TOTAL CRASH INVESTIGATIONS	55	44	63	43
VEHICLE USAGE				
Total Miles Driven by Sheriff's Office	47,620	51,017	61,983	63,063
Vehicle Maintenance Expenditures	\$8,936	\$7,132	\$8,318	\$5,934
Fuel Expenditures	\$13,236	\$11,713	\$14,046	\$14,291
Fuel Gallons Purchased	3,930	3,919	5,089	4,689
Squad Damage Reports	0	0	0	0
AUXILIARY DEPUTIES				
Ride-A-Long Hours	0	0	0	0
Auxiliary Hours	32	28	127	35
TOTAL AUXILIARY HOURS	32	28	127	35
EVIDENCE/PROPERTY ROOM				
New Items into Property Room	101	174	84	69
Disposal Orders Processed	21	21	28	29
Items Disposed Of	173	91	20	87
Items Sent to Crime Lab for Processing	11	6	5	8
INVESTIGATIONS/COPS ACTIVITIES				
Total Assigned Cases (Patrol/Invest)	33	21	35	24
Total Closed Cases (Patrol/Invest)	41	13	23	33
Total Open Cases (Patrol/Invest)	118	96	85	76
Community Policing Meetings/Presentations	23	30	22	34
Sex Offender / Violent Offenders Against Youth Registrations				
Sex Offender Registrations	13	11	10	9
Sex Offender - Address Verifications Completed	0	0	0	0
Sex Offender - Address Verification Attempted	0	0	0	1
Total # of Sex Offenders- Jurisdiction	33	31	34	34
Total # of Sex Offenders- Entire County	84	89	88	88
Violent Offenders Against Youth Registrations	0	0	3	0
VOAY - Address Verification Completed	0	0	0	0
VOAY - Address Verification Attempted	0	0	0	0
Total # of VOAY- Jurisdiction	7	9	6	6
Total # of VOAY- Entire County	23	26	28	28

RECORDS DIVISION

SHERIFF SALES	February-22	February-23	January-24	February-24
Sales Scheduled	14	11	10	8
Sales Cancelled	9	7	8	7
Sales Conducted	5	4	2	1
CIVIL PAPERWORK				
Papers Filed/Received	131	81	254	147
Papers Served/Executed	104	65	178	129
REPLEVINS/LEVY				
Replevin/Levy Scheduled	0	0	1	0
Replevin/Levy Conducted	0	0	1	0
SA, SUBPOENA & FOIA REQUESTS				
Electronic and Recording Copy Requests	62	65	80	74
Accident Reports	37	14	29	21
Background Checks	28	17	37	22
Incidents	49	77	107	80
Subpoenas	4	5	2	2
TOTAL REQUESTS	180	178	255	199
WARRANTS				
Total Warrants on File	1,731	1,572	1,208	1,179
New Warrants Issued	105	94	109	92
Total Warrants Served	108	109	88	102
Warrants Quashed	20	17	12	19
EVICCTIONS				
Evictions Scheduled for Month	9	11	14	14
Evictions Cancelled	4	4	4	7
Evictions Conducted	5	7	10	7
FEES				
Civil Process Fees	\$8,095	\$3,431	\$27,981	\$4,276
Sheriff Sales Fees	\$2,100	\$3,600	\$5,100	\$1,200
Records Fees/Fingerprinting	\$200	\$210	\$384	\$440
Bond Processing Fees	\$1,167	\$1,064	\$1,664	\$1,336
TOTAL FEES COLLECTED	\$11,562	\$8,305	\$35,128	\$7,251

CORRECTIONS DIVISION

JAIL POPULATION				
New Intake Bookings	193	205	166	184
Inmates Released	197	168	151	175
Federal Inmate ADP	64	17	11	11
Kendall County Inmate ADP	75	70	53	57
Other Jurisdictions Inmate ADP	11	4	10	7
Average Daily Population	150	91	74	75
ADP of inmates housed in other Jurisdictions		14	5	7
JAIL MEALS				
Number of Meals Prepared Consolidated/Aramark	12,085	7,656	6,967	6,639
Price Per Meal	\$1.36	\$2.95	\$3.08	\$3.08

INMATE TRANSPORTS	February-22	February-23	January-24	February-24
To and From Kendall County Courthouse	33	37	53	45
Other County Court Transports	8	1	4	3
Out of County Prisoner Pickups	8	11	17	17
To I.D.O.C	1	0	3	2
Medical/Dental Transports	12	5	6	4
Court ordered medical transports	1	2	1	0
Juvenile To and From Youth Homes/Courts	11	11	8	14
Federal Transports	12	5	3	3
To and From Kane County Jail		24	7	9
TOTAL INMATE TRANSPORTS	86	96	102	97

INMATE WORK CREWS				
Number of Inmates	0	0	1	2
Number of Locations	0	0	1	1
Total Hours Worked	0	0	11	9

REVENUE				
Amount Invoiced for Inmates Housed for Other Juris.	\$21,210	\$1,960	\$9,975	\$2,175
Amount Invoiced for Federal Housing	\$142,640	\$38,080	\$32,384	\$27,348
Amount Invoiced for Federal Court Transport	\$1,077	\$2,073	\$771	\$1,204
Amount Invoiced for Federal Medical Transport	\$1,202	\$82	\$199	\$230
TOTAL INVOICED	\$166,129	\$42,195	\$43,328	\$30,957

MEDICAL BILLING				
Medical Contractual Services	\$20,809	\$17,383	\$21,917	\$21,917
Prescriptions	\$6,021	\$2,027	\$0	\$2,436
Medical	\$3,081	\$1,145	\$454	\$85
Dental	\$0	\$0	\$75	\$0
Emergency Medical Services	\$757	\$240	\$0	\$235
Medical Supplies	\$706	\$457	\$3,868	\$188
TOTAL MEDICAL BILLING	\$31,374	\$21,251	\$26,315	\$24,861

Housing Expense				
Kane County Jail		\$12,975	\$0	\$0
TOTAL HOUSING EXPENSE		\$12,975	\$0	\$0

COURT SECURITY				
Entries	8,174	9,956	10,182	9,940
Items X-rayed	3,574	4,738	4,874	4,200
Bond Call - In Person	7	12	77	90
Bond Call - Video	32	40	1	0
Kendall Prisoners	72	64	58	66
Other Prisoners	6	9	16	20
Arrests made at Courthouse	18	35	18	12
Contraband Refused	60	48	45	58

ELECTRONIC HOME MONITORING

TOTAL DEFENDANTS ORDERED TO EHM				
Juvenile	13	7	3	3
Adult	58	67	83	77
TOTAL PARTICIPANTS	71	74	86	80

Orders		February-22	February-23	January-23	February-24
Presentenced		68	68	81	68
Bischof		32	32	31	31
Post Sentenced		3	6	5	12
Days Defendants Served on EHM					
Juvenile		255	121	73	72
Adult		1,511	1,810	2,352	1,996
TOTAL DAYS		1,766	1,931	2,425	2,068
EHM VIOLATIONS					
Juvenile		3	0	0	0
Adult		14	5	12	5
TOTAL VIOLATIONS		17	5	12	5
COST vs. COLLECTIONS					
Cost		\$4,645	\$5,079	\$6,378	\$5,439
Collected		\$6,445	\$4,677	\$2,281	\$3,663
KCSO TRAINING					
CORRECTIONS DIVISION		February-22	February-23	January-24	February-24
NATURE OF TRAINING					
Administrative Investigation of In-Custody Deaths					42
Basic Jail Security Principles					16
Body Camera Audit					0.5
CBA Corrections Sergeants Training					1
CIT Advanced 1 day Refresher					8
CourtSmart					0.5
Diabetic Emergencies					1
Extreme Ownership Leadership 101					3
Extreme Ownership Leadership 102					3
Extreme Ownership Leadership 103					4
Extreme Ownership Leadership 104					3
Extreme Ownership Leadership 105					2
Extreme Ownership Leadership 106					2
Gangs 1					1
Intro to ICAT					2
Lexipol DTB's					18
Mental Health First Aid for Corrections Professionals					7.5
Harassment Prevention for Illinois Employees					11
Harassment Prevention for Illinois Supervisors					10
OC Pepper Spray					38
Officer Wellness & Mental Health Awareness					36
Priming: How Avail Info Leads to Undesirable Police..					1.5
Sanitation Inspections					0.5
Supporting Recover for IL with Opioid Use Disorder					4
Use of Force Sergeants Corrections					1
WRAP Restraint					21
TOTAL HOURS		231.00	92.00	140.75	237.50
OPERATIONS DIVISION		February-22	February-23	January-24	February-24
NATURE OF TRAINING					
Advanced SFST & DWI Detection					16
Annual Mandatory Firearms Quals					8
Annual Shotgun Qual					1
Case Preparation & Courtroom Testimony					1
CourtSmart					17.5
Emergency Trauma Response					2.5
Extreme Ownership Leadership 101					1
Extreme Ownership Leadership 102					1

Extreme Ownership Leadership 106				1
Human Terrain Mapping & Behavior Pattern Recognition				32
Identity Protection Act				0.25
Incident Command for Improved Patrol Response				8
Instructor Development 32 Hours				32
Intentional Leadership				14
LEADS Less Than Full Access				4
LEADS Re-Cert				1.5
Less Lethal Bean Bag Quals				164.5
Lexipol DTB's				26.25
Harassment Prevention for Illinois Employees				16
Harassment Prevention for Illinois Supervisors				6
Off Duty Qual				3
Policy 315				1
Rifle Qual				3
Roll Call Training				4.5
Scene Processing: Prints & Footwear				8
Taser Certification				4
Taser Re-Cert				161
Trauma Informed Response to Sexual Assault/Abuse				8
TOTAL HOURS	509.00	617.00	567.75	546.00

COURT SECURITY	February-22	February-23	January-24	February-24
NATURE OF TRAINING				
Administrative Investigation of In-Custody Deaths				10
Basic Jail Security Principles				5
CourtSmart				3
Extreme Ownership Leadership 101				1
Extreme Ownership Leadership 102				1
Extreme Ownership Leadership 103				1
Extreme Ownership Leadership 104				1
Extreme Ownership Leadership 105				1
Extreme Ownership Leadership 106				1
Lexipol DTB's				5.25
Harassment Prevention for Illinois Employees				2
Officer Wellness & Mental Health Awareness				10
TOTAL HOURS	10.00	25.00	23.75	41.25

ADMINISTRATION DIVISION	February-22	February-23	January-24	February-24
NATURE OF TRAINING				
Administrative Investigations of In-Custody Deaths				2
CourtSmart				0.5
Internal Affairs Investigations				16
Harassment Prevention for Illinois Employees				6
TOTAL HOURS	0.00	54.00	11.75	24.50

AUXILIARY	February-22	February-23	January-24	February-24
NATURE OF TRAINING				
Lexipol		2	5.75	13.5
Harassment Prevention for Illinois Employees		1.5	7	3
TOTAL HOURS	0.00	2.00	16.75	16.50

PART TIMERS	February-22	February-23	January-24	February-24
NATURE OF TRAINING				
CourtSmart				1
Lexipol DTB's				2.25
Harassment Prevention for Illinois Employees				4
TOTAL HOURS	7.00	48.00	9.25	7.25

Office of Jill Ferko

Kendall County Treasurer & Collector
111 W. Fox Street Yorkville, IL 60560

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES AS OF MONTH END 2/28/2024

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2024 YTD Actual</u>	<u>2024 YTD% %</u>	<u>2023 MTD Actual</u>	<u>2023 MTD %</u>
Personal Property Repl. Tax	\$915,000	\$114,446	12.51%	\$194,895	21.30%
State Income Tax	\$3,208,685	\$407,732	12.71%	\$756,662	23.95%
Local Use Tax	\$810,000	\$0	0.00%	\$96,858	12.74%
State Sales Tax	\$600,000	\$127,463	21.24%	\$89,557	13.78%
County Clerk Fees	\$350,000	\$40,359	11.53%	\$65,165	18.62%
Circuit Clerk Fees	\$1,000,000	\$255,899	25.59%	\$220,498	21.00%
Fines & Foreits/St Atty.	\$260,000	\$67,714	26.04%	\$24,786	9.91%
Building and Zoning	\$85,000	\$16,602	19.53%	\$5,455	6.82%
Interest Income	\$650,000	\$476,529	73.31%	\$277,378	369.84%
Health Insurance - Empl. Ded.	\$1,644,361	\$309,456	18.82%	\$287,436	19.31%
1/4 Cent Sales Tax	\$3,280,000	\$402,761	12.28%	\$389,624	12.07%
County Real Estate Transf Tax	\$450,000	\$80,956	17.99%	\$85,599	19.02%
Federal Inmate Revenue	\$503,700	\$32,936	6.54%	\$84,880	14.53%
Sheriff Fees	\$107,250	\$40,447	37.71%	\$19,108	16.81%
TOTALS	\$13,863,996	\$2,373,300	17.12%	\$2,597,899	19.75%
Public Safety Sales Tax	\$8,000,000	\$729,704	9.12%	\$701,970	9.36%
Transportation Sales Tax	\$8,000,000	\$729,704	9.12%	\$701,970	9.36%

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

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

EXPENDITURES

All General Fund Offices/Categories

\$30,371,783	\$5,236,440	17.24%	\$4,715,487	16.66%
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Kendall County Clerk				
Revenue Report		2/1/24-2/29/24	2/1/23-2/28/23	2/1/22-2/28/22
Line Item	Fund			
CLKFEE	County Clerk Fees	\$444.50	\$408.50	\$793.00
MARFEE	County Clerk Fees - Marriage License	\$660.00	\$870.00	\$1,050.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$25.00	\$45.00	\$60.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,216.00	\$1,630.00	\$1,418.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$175.00
MISINC	County Clerk Fees - Misc	\$127.25	\$60.00	\$65.00
	County Clerk Fees - Misc Total	\$1,368.25	\$1,735.00	\$1,718.00
RECFEE	County Clerk Fees - Recording	\$17,092.00	\$15,503.00	\$28,097.00
	Total County Clerk Fees	\$19,564.75	\$18,516.50	\$31,658.00
CTYREV	County Revenue	\$37,633.50	\$26,161.75	\$39,289.50
DCSTOR	Doc Storage	\$10,410.51	\$8,958.50	\$16,534.00
GISMAP	GIS Mapping	\$31,052.00	\$28,500.00	\$52,470.00
GISRCD	GIS Recording	\$2,070.75	\$1,900.00	\$3,498.00
INTRST	Interest	\$118.86	\$86.35	\$28.99
RECMIS	Recorder's Misc	\$565.50	\$556.50	\$4,630.75
RHSP	RHSP/Housing Surcharge	\$16,002.00	\$7,353.00	\$14,274.00
TAXCRT	Tax Certificate Fee	\$1,960.00	\$1,720.00	\$1,160.00
TAXFEE	Tax Sale Fees	\$2,110.00	\$1,605.00	\$510.00
PSTFEE	Postage Fees	\$1,901.73	\$1,279.80	\$373.83
CK # 19827	To KC Treasurer	\$123,389.60	\$96,637.40	\$164,427.07
Death Certificate Surcharge sent from Clerk's office \$824.00 ck # 19825				
Dom Viol Fund sent from Clerk's office \$110.00 ck 19826				

2024 Judicial Statistics

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	Graphic
AD Adoption	6	0											6	
CA Court Administration	2	0											2	
CC Contempt of Court	0	0											0	
CF Criminal Felony	27	28											55	
CH Chancery	6	2											8	
CL Civil Law Vilolation	0	0											0	
CM Criminal Misdemeanor	44	30											74	
CV Conservation Violation	0	0											0	
DC Dissolution with Children	16	1											17	
DN Dissolution without Children	21	21											42	
DT DUI	18	25											43	
DV Domestic Violence	10	14											24	
ED Eminent Domain	0	0											0	
EV Eviction	51	66											117	
FA Family	8	9											17	
FC Foreclosures	26	20											46	
GR Guardianships	9	5											14	
JV Juvenile	0	1											1	
JA Juvenile Abuse/Neglect	6	5											11	
JD Juvenile Delinquency	8	16											24	
LA Law	10	8											18	
LM Law Medium	34	27											61	
MH Mental Health	0	0											0	
MR Misc. Remedy	13	7											20	
MT Major Traffic	150	217											367	
MX Misc Criminal	15	30											45	
OP Order of Protection	37	29											66	
OV Ordinance Violation	0	3											3	
PR Probate	8	11											19	
QC Quasi Criminal	0	0											0	
SC Small Claims	168	96											264	
TR Traffic	270	360											630	
TX Tax	16	3											19	
WI Wills	27	20											47	
XX Misc	3	0											3	
	1009	1054	0	0	0	0	0	0	0	0	0	0	2063	
Totals for 2022	932	967	1198	996	989	930	1223	1191	856	977	968	1035	12262	

2023 Judicial Statistics

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	Graphic
AD Adoption	1	1	2	3	1	0	3	3	1	1	0	1	17	
CA Court Administration	5	0	0	0	0	0	0	0	0	0	0	0	5	
CC Contempt of Court	0	2	0	1	1	1	0	0	2	0	0	0	7	
CF Criminal Felony	30	46	52	33	35	47	53	51	40	38	21	57	503	
CH Chancery	3	1	3	0	1	3	2	4	1	1	4	6	29	
CL Civil Law Vilolation	0	0	0	0	0	0	0	0	0	0	1	0	1	
CM Criminal Misdemeanor	31	27	37	23	36	30	41	33	34	21	43	32	388	
CV Conservation Violation	0	0	0	4	6	0	0	0	0	2	4	4	20	
DC Dissolution with Children	16	22	29	14	12	31	14	17	16	21	17	14	223	
DN Dissolution without Children	10	12	21	15	14	21	20	13	20	22	15	12	195	
DT DUI	23	20	25	27	24	12	26	19	17	20	11	26	250	
DV Domestic Violence	25	9	16	16	10	15	23	14	16	10	9	25	188	
ED Eminent Domain	1	0	0	0	3	0	1	0	0	0	0	0	5	
EV Eviction	46	54	69	23	38	60	39	67	38	66	35	44	579	
FA Family	7	15	20	2	14	8	10	21	12	7	14	12	142	
FC Foreclosures	28	25	26	23	15	16	18	16	10	18	12	27	234	
GR Guardianships	2	4	11	6	9	4	11	6	1	5	7	7	73	
JV Juvenile	1	0	0	1	0	4	0	0	0	0	0	0	6	
JA Juvenile Abuse/Neglect	12	9	7	2	11	5	6	6	10	0	7	4	79	
JD Juvenile Delinquency	11	9	12	20	13	14	8	3	9	21	10	31	161	
LA Law	9	13	9	6	12	10	11	11	8	10	12	8	119	
LM Law Medium	14	20	26	22	32	20	27	20	13	25	32	17	268	
MH Mental Health	1	1	0	0	0	0	0	1	0	0	0	0	3	
MR Misc. Remedy	9	3	4	11	2	12	9	4	8	4	3	8	77	
MT Major Traffic	158	149	181	161	170	148	190	188	164	150	185	202	2046	
MX Misc Criminal	24	9	49	11	33	17	17	13	14	21	8	25	241	
OP Order of Protection	45	23	52	25	50	54	47	50	29	38	32	36	481	
OV Ordinance Violation	0	0	0	1	0	1	2	3	1	2	1	0	11	
PR Probate	8	6	10	8	13	10	9	7	8	6	10	9	104	
QC Quasi Criminal	0	0	0	0	0	0	0	0	0	0	0	0	0	
SC Small Claims	92	127	105	139	118	76	101	120	85	104	114	105	1286	
TR Traffic	293	343	406	371	298	294	516	486	275	345	322	307	4256	
TX Tax	5	5	6	5	3	3	4	1	0	4	16	0	52	
WI Wills	17	12	20	21	14	14	15	14	24	14	23	14	202	
XX Misc	5	0	0	2	1	0	0	0	0	1	0	2	11	
	932	967	1198	996	989	930	1223	1191	856	977	968	1035	12262	
Totals for 2022	848	764	1006	941	892	945	976	965	920	872	846	730	10705	

QUARTER: 4th YEAR: 2023 COUNTY: KENDALL CIRCUIT: 23rd	REPORT A ACTIVITY OF ALL CIVIL CASES
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CATEGORY	CODE	BEGINNING OPEN*	NEW FILED	REINSTATED	CLOSED	ADJUSTMENT	ENDING OPEN	INACTIVE	REACTIVATED
ARBITRATION	AR	0	0	0	0	0	0	0	0
CHANCERY	CH	99	11	3	13	-2	98	0	0
EMINENT DOMAIN	ED	22	0	2	6	4	22	0	0
EVICTION	EV	109	145	5	168	7	98	0	0
FORECLOSURE	FC	144	57	0	63	2	140	0	0
GOVERNMENT CORPORTATION	GC	0	0	0	0	0	0	0	0
GUARDIANSHIP	GR	14	19	0	11	0	22	0	0
LAW > \$50,000	L	59	0	0	0	-12	47	0	0
LAW > \$50,000	LA	132	30	2	14	0	150	0	0
LAW < \$50,000	LM	157	74	4	79	5	161	0	0
MENTAL HEALTH	MH	0	0	0	0	0	0	0	0
MISCELLANEOUS REMEDY	MR	147	15	0	21	1	142	0	0
MUNICIPAL CORPORATION	MC	0	0	0	0	0	0	0	0
PROBATE	P	112	0	0	12	2	102	0	0
PROBATE	PR	125	25	0	24	0	126	0	0
SMALL CLAIM	SC	536	370	15	410	29	540	0	0
TAX	TX	13	20	0	10	5	28	0	0
TOTAL CIVIL		1669	766	31	831	41	1676	0	0

*NOTE: THE NUMBER OF BEGINNING OPEN CASES IS THE SAME NUMBER THAT YOU REPORTED AS YOUR ENDING OPEN CASES FROM THE PREVIOUS QUARTER.

QUARTER: 4th YEAR: 2023 COUNTY: KENDALL CIRCUIT: 23rd	REPORT B ACTIVITY OF ALL CRIMINAL AND QUASI-CRIMINAL CASES
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TABLE 1											
CATEGORY	CODE	BEGINNING OPEN*	NEW FILED	NO. OF DEFENDANTS NEW FILED	NO. OF COUNTS	REINSTATED	CLOSED	ADJUSTMENT	ENDING OPEN	INACTIVE	REACTIVATED
CRIMINAL FELONY	CF	768	116	116	327	0	102	-3	779	20	2
CRIMINAL MISDEMEANOR	CM	676	96	96	133	0	110	-5	657	20	2
CONSERVATION VIOLATION	CV	2	10	10	10	0	9	-1	2	0	0
DOMESTIC VIOLENCE	DV	148	44	44	84	0	42	0	150	2	0
DRIVING UNDER THE INFLUENCE	DT	360	57	57	182	1	56	7	369	1	0
MAJOR TRAFFIC	MT	841	537	537	897	2	514	41	907	5	0
MINOR TRAFFIC	TR	3075	973	973	1130	4	1196	107	2963	1	0
ORDINANCE VIOLATION	OV	63	3	3	3	0	5	0	61	0	0
QUASI-CRIMINAL	QC	0	0	0	0	0	0	0	0	0	0
TOTAL CRIMINAL		5933	1836	1836	2766	7	2034	146	5888	49	4

*NOTE: THE NUMBER OF BEGINNING OPEN CASES IS THE SAME NUMBER THAT YOU REPORTED AS YOUR ENDING OPEN CASES FROM THE PREVIOUS QUARTER.

TABLE 2: GUILTY PLEAS RECEIVED BY THE CIRCUIT CLERK PURSUANT TO SUPREME COURT RULES 529, 530 & 531					
CATEGORY	CODE	TOTAL PLEAS OF GUILTY TO THE CLERK	TOTAL PLEAS TO THE CLERK WITH REQUEST FOR SUPERVISION	TOTAL PLEAS OF ELECTRONIC GUILTY	TOTAL PLEAS OF ELECTRONIC GUILTY WITH REQUEST FOR SUPERVISION
CONSERVATION VIOLATION (Rule 530)	CV	5	1	0	0
MINOR TRAFFIC VIOLATION (Rules 529 or 531)	TR	547	409	60	57
TOTALS		552	410	60	57

TABLE 3: REASONS FOR INACTIVE CASES					
CATEGORY	CODE	TOTAL INACTIVE*	WARRANT	SPECIALTY COURT	OTHER
CRIMINAL FELONY	CF	20	8	12	0
CRIMINAL MISDEMEANOR	CM	20	7	13	0
CONSERVATION VIOLATION	CV	0	0	0	0
DOMESTIC VIOLENCE	DV	2	1	1	0
DRIVING UNDER THE INFLUENCE	DT	1	1	0	0
MAJOR TRAFFIC	MT	5	5	0	0
MINOR TRAFFIC	TR	1	0	0	1
ORDINANCE VIOLATION	OV	0	0	0	0
QUASI-CRIMINAL	QC	0	0	0	0
TOTAL INACTIVE CASES		49	22	26	1

NOTE: THE TOTAL INACTIVE IN TABLE 3 SHOULD MATCH THE INACTIVE CASES LISTED IN TABLE 1

QUARTER: 4th YEAR: 2023 COUNTY: KENDALL CIRCUIT: 23rd	REPORT C ACTIVITY OF ALL FAMILY & JUVENILE CASES
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Table 1							
CATEGORY	CODE	BEGINNING OPEN*	NEW FILED	REINSTATED	CLOSED	ADJUSTMENT	ENDING OPEN
ADOPTION	AD	7	2	0	6	0	3
DISSOLUTION OF MARRIAGE	D	52	0	1	8	5	50
DISSOLUTION WITH CHILDREN	DC	159	52	3	40	1	175
DISSOLUTION WITHOUT CHILDREN	DN	102	49	0	48	-1	102
FAMILY	F	163	0	0	3	3	163
FAMILY	FA	134	33	0	25	-4	138
TOTAL FAMILY		617	136	4	130	4	631

Table 2										
CATEGORY	CODE	BEGINNING OPEN*	NEW FILED	NO. OF DEFENDANTS NEW FILED	REINSTATED	CLOSED	ADJUSTMENT	ENDING OPEN	INACTIVE	REACTIVATED
JUVENILE	J	10	0	0	0	0	0	10	0	0
JUVENILE	JV	4	0	0	0	1	0	3	0	0
JUVENILE ABUSE & NEGLECT	JA	152	62	62	0	30	-31	153	0	0
JUVENILE DELINQUENT	JD	256	11	25	0	9	31	289	7	0
TOTAL JUVENILE		422	73	87	0	40	0	455	7	0

*NOTE: THE NUMBER OF BEGINNING OPEN CASES IS THE SAME NUMBER THAT YOU REPORTED AS YOUR ENDING OPEN CASES FROM THE PREVIOUS QUARTER.

QUARTER: 4th YEAR: 2023 COUNTY: KENDALL CIRCUIT: 23rd	REPORT D ACTIVITY OF ALL OTHER CASES
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CATEGORY	CODE	BEGINNING OPEN*	NEW FILED	REINSTATED	CLOSED	ADJUSTMENT	ENDING OPEN	INACTIVE	REACTIVATED
CIVIL LAW VIOLATION	CL	13	1	0	1	0	13	0	0
CONTEMPT OF COURT	CC	45	0	0	0	0	45	1	0
MISCELLANEOUS CRIMINAL	MX	118	54	0	39	-5	128	10	0
ORDERS OF PROTECTION	OP	112	106	0	109	4	113	33	73
TOTAL OTHER		288	161	0	149	-1	299	44	73

*NOTE: THE NUMBER OF BEGINNING OPEN CASES IS THE SAME NUMBER THAT YOU REPORTED AS YOUR ENDING OPEN CASES FROM THE PREVIOUS QUARTER.

QUARTER: 4th YEAR: 2023 COUNTY: KENDALL CIRCUIT: 23rd	REPORT H ORDERS OF PROTECTION ISSUED OR GRANTED
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CATEGORY	EMERGENCY	INTERIM	PLENARY	TOTALS
Civil No Contact	5	0	2	7
Firearms Restraining Order	1	0	0	1
Orders of Protections	73	0	7	80
Stalking No Contact	14	0	5	19
TOTAL	93	0	14	107

QUARTER: 4th YEAR: 2023 COUNTY: KENDALL CIRCUIT: 23rd	REPORT I AGE OF OPEN CASES
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CATEGORY	CODE	YEAR FILED						TOTAL
		2023	2022	2021	2020	2019	PRIOR TO 2019	
ARBITRATION	AR	0	0	0	0	0	0	0
CHANCERY	CH	18	6	6	10	20	38	98
EMINENT DOMAIN	ED	2	14	0	0	0	6	22
EVICITION	EV	96	2	0	0	0	0	98
FORECLOSURE	FC	103	37	0	0	0	0	140
GOVERNMENT CORPORTATION	GC	0	0	0	0	0	0	0
GUARDIANSHIP	GR	19	3	0	0	0	0	22
LAW > \$50,000	L	0	0	18	12	6	11	47
LAW > \$50,000	LA	96	54	0	0	0	0	150
LAW < \$50,000	LM	130	10	4	5	3	9	161
MENTAL HEALTH	MH	0	0	0	0	0	0	0
MISCELLANEOUS REMEDY	MR	18	7	55	21	19	22	142
MUNICIPAL CORPORATION	MC	0	0	0	0	0	0	0
PROBATE	P	0	0	35	11	11	45	102
PROBATE	PR	90	36	0	0	0	0	126
SMALL CLAIM	SC	424	14	8	4	18	72	540
TAX	TX	23	0	0	0	0	5	28
TOTAL CIVIL		1019	183	126	63	77	208	1676

CATEGORY	CODE	YEAR FILED						TOTAL
		2023	2022	2021	2020	2019	PRIOR TO 2019	
CRIMINAL FELONY	CF	375	161	77	38	25	103	779
CRIMINAL MISDEMEANOR	CM	253	70	83	33	43	175	657
CONSERVATION VIOLATION	CV	1	0	0	0	0	1	2
DOMESTIC VIOLENCE	DV	124	26	0	0	0	0	150
DRIVING UNDER THE INFLUENCE	DT	164	65	31	10	11	88	369
MAJOR TRAFFIC	MT	751	156	0	0	0	0	907
MINOR TRAFFIC	TR	430	81	198	120	77	2057	2963
ORDINANCE VIOLATION	OV	1	5	4	0	1	50	61
QUASI-CRIMINAL	QC	0	0	0	0	0	0	0
TOTAL CRIMINAL		2099	564	393	201	157	2474	5888

CATEGORY	CODE	YEAR FILED						TOTAL
		2023	2022	2021	2020	2019	PRIOR TO 2019	
ADOPTION	AD	3	0	0	0	0	0	3
DISSOLUTION OF MARRIAGE	D	0	0	8	10	8	24	50
DISSOLUTION WITH CHILDREN	DC	142	33	0	0	0	0	175
DISSOLUTION WITHOUT CHILDREN	DN	91	11	0	0	0	0	102
FAMILY	F	0	0	25	21	23	94	163
FAMILY	FA	93	45	0	0	0	0	138
TOTAL FAMILY		329	89	33	31	31	118	631

CATEGORY	CODE	YEAR FILED						TOTAL
		2023	2022	2021	2020	2019	PRIOR TO 2019	
JUVENILE	J	0	0	1	2	1	6	10
JUVENILE	JV	0	3	0	0	0	0	3
JUVENILE ABUSE & NEGLECT	JA	75	37	20	8	2	11	153
JUVENILE DELINQUENT	JD	114	34	13	5	10	113	289
TOTAL JUVENILE		189	74	34	15	13	130	455

CATEGORY	CODE	YEAR FILED						TOTAL
		2023	2022	2021	2020	2019	PRIOR TO 2019	
CIVIL LAW VIOLATION	CL	0	0	0	0	3	10	13
CONTEMPT OF COURT	CC	4	1	13	7	6	14	45
MISCELLANEOUS CRIMINAL	MX	91	37	0	0	0	0	128
ORDERS OF PROTECTION	OP	38	25	18	12	4	16	113
TOTAL OTHER		133	63	31	19	13	40	299

THIS FORM IS TO BE USED TO REPORT THE AGE OF ALL ACTIVE AND INACTIVE CASES. REPORT THE NUMBER OF CASES REMAINING OPEN IN EACH CATEGORY BY THE YEAR IN WHICH FILED. REINSTATED CASES SHOULD BE AGED FROM THE DATE OF REINSTATEMENT. EXCLUDE POST JUDGEMENT ACTIONS.

**REPORT J
ANNUAL FINANCIAL REPORT**

CLERK OF THE CIRCUIT COURT

Kendall

COUNTY

23rd

JUDICIAL CIRCUIT

FISCAL YEAR ENDING

November

2023

PART I - REVENUE OF CLERK'S OFFICE

A. CLERK'S FEES AND COSTS RECEIVED

(Include the various fees in the Clerks of Courts Act (705 ILCS 105/1 et seq.). Other clerk's fees not allocated to a specific fund are also reported in this total: they include the administrative fees for the Surcharge, Crime Lab fund, Sexual Assault fine, Trauma Center fund, Credit Card payment, Domestic Battery, and clerk's costs for Bail Bonds and Passports.)

SECTION A TOTAL

\$1,401,861.96

B. COURT AUTOMATION FUND

SECTION B TOTAL

\$160,049.48

C. SEPARATE MAINTENANCE AND CHILD SUPPORT COLLECTION FUND

SECTION C TOTAL

\$50,142.13

D. COURT DOCUMENT STORAGE FUND

SECTION D TOTAL

\$160,962.61

E. CIRCUIT COURT CLERK OPERATION AND ADMINISTRATIVE FUND

SECTION E TOTAL

\$153,579.79

F. CIRCUIT COURT CLERK ELECTRONIC CITATION FUND

SECTION F TOTAL

\$32,390.00

G. OTHER REVENUE OF CLERK'S OFFICE (SPECIFY)

(1) INTEREST PAID ON ACCOUNTS \$0.00
(2) DHFS IV-D CONTRACTUAL AND INCENTIVE \$5,313.00
(3) OTHER \$0.00

SECTION G (1,2,3) TOTAL

\$5,313.00

PART I - REVENUE OF THE CLERK'S OFFICE (SECTIONS A,B,C,D,E,F,G) TOTAL

\$1,964,298.97

PART II - COST OF OPERATING CLERK'S OFFICE**A. GROSS SALARIES**

(1) CIRCUIT CLERK SALARY (DO NOT INCLUDE STIPENDS)	\$91,155.00
(2) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL SALARIES	
(a) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID BY THE COUNTY	\$984,036.74
(b) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID FROM AUTOMATION FUND	\$0.00
(c) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID FROM MAINTENANCE AND CHILD SUPPORT FUND	\$0.00
(d) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID FROM COURT DOCUMENT STORAGE	\$0.00
(e) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID FROM CLERK OPERATION AND ADMINISTRATIVE FUND	\$0.00

(3) NUMBER OF FULL-TIME STAFF POSITIONS (NOT INCLUDING CIRCUIT CLERK):	27
NUMBER OF PART-TIME STAFF POSITIONS:	2
DO NOT INCLUDE CONTRACTUAL PERSONNEL	

SECTION A (1,2) TOTAL **\$1,075,191.74**

B. AUTOMATION EXPENSES

(INCLUDE ALL HARDWARE, SOFTWARE, MAINTENANCE, TRAINING, AND OTHER EXPENSES RELATED TO AUTOMATION) (DO NOT INCLUDE ANY SALARIES)

(1) PAID FROM COURT AUTOMATION FUND	\$72,734.52	
(2) PAID FROM COUNTY GENERAL FUND	\$0.00	
SECTION B (1,2) TOTAL		\$72,734.52

C. MAINTENANCE AND CHILD SUPPORT EXPENSES

(INCLUDE EQUIPMENT AND AUTOMATION EXPENSES DEDICATED EXCLUSIVELY TO MAINTENANCE AND CHILD SUPPORT.) (DO NOT INCLUDE ANY SALARIES)

(1) PAID FROM MAINTENANCE AND CHILD SUPPORT COLLECTION FUND	\$76,246.01	
(2) PAID FROM COUNTY GENERAL FUND	\$0.00	
SECTION C (1,2) TOTAL		\$76,246.01

D. COURT DOCUMENT STORAGE EXPENSES

(INCLUDE EQUIPMENT AND AUTOMATION EXPENSES DEDICATED EXCLUSIVELY TO DOCUMENT STORAGE.) (DO NOT INCLUDE ANY SALARIES)

(1) PAID FROM DOCUMENT STORAGE FUND	\$89,217.15	
(2) PAID FROM COUNTY GENERAL FUND	\$0.00	
SECTION D (1,2) TOTAL		\$89,217.15

E. CIRCUIT COURT CLERK OPERATION AND ADMINISTRATIVE FUND

(INCLUDE OFFICE SUPPLIES, EQUIPMENT, PRINTING TELECOMMUNICATIONS, TRAVEL, ETC.) (DO NOT INCLUDE ANY SALARIES)

SECTION E TOTAL **\$66,789.20**

F. CIRCUIT COURT CLERK ELECTRONIC CITATION FUND

(INCLUDES EXPENSES TO PERFORM THE DUTIES OF THE OFFICE IN ESTABLISHING AND MAINTAINING ELECTRONIC CITATIONS.)

SECTION F TOTAL **\$12,210.16**

G. ALL OTHER CLERK'S OFFICE EXPENSES

(INCLUDE OFFICE SUPPLIES, EQUIPMENT, PRINTING, TELECOMMUNICATIONS, TRAVEL, CONTRACTUAL PERSONNEL, ETC.)

PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT A.

NOTE: DO NOT INCLUDE ANY EXPENSES REPORTED IN B,C,D,E OR F ABOVE

[CLICK HERE TO GO TO ATTACHMENT A](#)

SECTION G TOTAL **\$69,358.47**

PART II - COST OF OPERATING A CLERK'S OFFICE (SECTION A,B,C,D,E,F,G) TOTAL

\$1,461,747.25

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS

A. MAINTENANCE AND CHILD SUPPORT

1) CLERK'S OFFICE (Include payments deposited and disbursed and personal checks endorsed without recourse and forwarded to obligee or public office.)	\$0.00
2) STATE DISBURSEMENT UNIT (Insert the TOTAL NET AMOUNT reported by the State Disbursement Unit)	\$13,883,497.29

SECTION A TOTAL \$13,883,497.29
[THIS AMOUNT FORWARDED TO PAGE 7](#)

B. FINES, PENALTIES, ASSESSMENTS, CHARGES AND FORFEITURES

1) MUNICIPALITIES (CITIES, VILLAGES, TOWNS, AND PARK DISTRICTS)

a. ALL EXCEPT DRUG FINES	\$319,884.20
b. DRUG FINES	\$1,356.61
c. CRIME LABORATORY FUND	\$0.00
d. CRIME LABORATORY DUI FUND	\$0.00
e. OTHER	\$93,849.00
SUBTOTAL 1-a,b,c,d,e	\$415,089.81

1.1) DRUG TASK FORCE

\$30,876.55

2) TOWNSHIPS AND DISTRICTS (INCLUDING ROAD DISTRICTS, SPECIAL DISTRICTS, ETC.)

a. ALL EXCEPT DRUG FINES	\$4,752.20
b. DRUG FINES	\$0.00
c. OTHER	\$0.00
SUBTOTAL 2-a,b,c	\$4,752.20

(THE TOTAL OF ABOVE THREE AMOUNTS SHOULD BE TOTAL OF AMOUNT ATTACHMENT B)

[CLICK HERE TO GO TO ATTACHMENT B](#)

SUBTOTAL SECTION B (1,1.1,2) \$450,718.56

3) COUNTY

a. CRIMINAL FINES	\$253,847.82
b. TRAFFIC FINES	\$186,244.62
c. DRUG FINES	\$5,339.76
d. CRIME LABORATORY FUND	\$200.00
e. CRIME LABORATORY DUI FUND	\$0.00
f. COUNTY BOATING FUND	\$0.00
g. *OTHER - PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT C. (INCLUDES PERCENTAGE DISBURSEMENT TO COUNTY GENERAL CORPORATE FUND)	\$237,211.77
SUBTOTAL 3-a,b,c,d,e,f,g	\$682,843.97

[CLICK HERE TO GO TO ATTACHMENT C](#)

SUBTOTAL SECTION B (1,1.1,2,3) \$1,133,562.53
[THIS AMOUNT FORWARDED TO THE TOP OF PAGE 5](#)

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS
Continued

4) STATE (Funds 1-45)

1. DNR FUNDS TOTAL	\$513.00
2. ROAD FUND (OVERWEIGHTS)	\$0.00
3. STATE TOLL HIGHWAY AUTHORITY FUND	\$0.00
4. DRUG TRAFFIC PREVENTION FUND	\$0.00
5. STATE CRIME LABORATORY FUND	\$37,507.02
7. VIOLENT CRIME VICTIMS ASSISTANCE FUND	\$50,190.50
8. TRAFFIC AND CRIMINAL CONVICTION SURCHARGE	\$144,343.34
9. DRIVERS EDUCATION FUND	\$16,160.00
10. DOMESTIC VIOLENCE SHELTER AND SERVICE FUND	\$19,524.00
11. DRUG TREATMENT FUND	\$76,300.78
12. CHILD ABUSE PREVENTION FUND	\$0.00
13. SEXUAL ASSAULT SERVICES FUND	\$1,330.00
14. TRAUMA CENTER FUND	\$21,284.46
15. PERCENTAGE DISTRIBUTION: UNDER \$55 FUND	\$0.00
16. PERCENTAGE DISTRIBUTION: \$55 AND OVER FUND	\$4,557.05
17. GENERAL REVENUE FUND	\$7,290.00
18. EMS ASSISTANCE FUND	\$0.00
19. YOUTH DRUG ABUSE PREVENTION FUND	\$2,179.40
20. SECRETARY OF STATE EVIDENCE FUND	\$0.00
21. ILLINOIS CHARITY BUREAU FUND	\$0.00
22. TRANSPORTATION REGULATORY FUND	\$0.00
23. PROFESSIONAL REGULATION EVIDENCE FUND	\$0.00
24. GENERAL PROFESSIONS DEDICATED FUND	\$0.00
25. LOBBYIST REGISTRATION ADMINISTRATION FUND	\$0.00
26. DESIGN PROFESSIONAL ADMIN. AND INVESTIGATION FUND	\$0.00
28. AGGREGATE OPERATIONS REGULATORY FUND	\$0.00
29. EDUCATION ASSISTANCE FUND	\$0.00
30. DEPARTMENT OF PUBLIC HEALTH	\$0.00
31. USED TIRE MANAGEMENT FUND	\$0.00
32. EMERGENCY PLANNING AND TRAINING FUND	\$0.00
33. FEED CONTROL FUND	\$0.00
34. PESTICIDE CONTROL FUND	\$0.00
35. SPINAL CORD INJURY PARALYSIS CURE RESEARCH TRUST FUND	\$1,047.72
36. FIRE PREVENTION FUND	\$24,209.52
38. OFFENDER REGISTRATION FUND	\$500.00
39. SECURITIES AUDIT AND ENFORCEMENT FUND	\$0.00
40. SPECIAL ADMINISTRATIVE FUND	\$0.00
41. LEADS MAINTENANCE FUND	\$6.00
43. DOMESTIC VIOLENCE ABUSER SERVICES FUND	\$697.00
44. ABANDONED RESIDENTIAL PROPERTY MUNICIPALITY RELIEF FUND	\$0.00
45. LUMP SUM SURCHARGE*	\$7,402.00

SUBTOTAL 4 (1-45) \$ 415,041.79

[THIS AMOUNT FORWARDED TO PAGE 5](#)

*Pre-CTAA penalty (which or that) contains Traffic & Criminal Surcharge Fund, Law Enforcement Camera Grant Fund and LEADS Fund as of 7/1/06.

Note: The numerical order may have missing numbers due to funds removed in previous years.

		PAGE 5 OF 13
		PART III.B.4 STATE FUNDS (2 OF 2)
PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS - Continued	SUBTOTAL SECTION B(1,1.1, 2, 3)	\$1,133,562.53
	AMOUNT FORWARDED FROM THE BOTTOM OF PAGE 3	
4) STATE (Funds 46-999)	SUBTOTAL 4 (1-45)	\$415,041.79
46. MENTAL HEALTH REPORTING FUND		\$0.00
47. ARSONIST REGISTRATION FUND		\$0.00
48. CAPITAL PROJECTS FUND		\$0.00
50. CORPORATE CRIME FUND		\$0.00
52. PERFORMANCE-ENHANCING SUBSTANCE TESTING		\$0.00
53. FIRE TRUCK REVOLVING LOAN FUND		\$105.00
54. FORECLOSURE PREVENTION PROGRAM FUND (Walker v. Chasteen affirmed that this statute unconstitutional 6/17/2021)		\$0.00
55. FORECLOSURE PREVENTION "GRADUATED" FUND (Walker v. Chasteen affirmed that this statute unconstitutional 6/17/2021)		\$0.00
57. IDOC PAROLE DIVISION OFFENDER SUPERVISION FUND		\$0.00
58. ILLINOIS RACING BOARD		\$0.00
59. LEAD POISON SCREENING, PREVENTION AND ABATEMENT FUND		\$0.00
60. METHAMPHETAMINE LAW ENFORCEMENT FUND		\$0.00
61. MILITARY FAMILY RELIEF FUND		\$0.00
62. PRISONER REVIEW BOARD VEHICLE & EQUIPMENT FUND		\$936.50
63. ROADSIDE MEMORIAL FUND		\$645.00
64. TRUCKING ENVIRONMENTAL & EDUCATION FUND		\$0.00
65. SECRETARY OF STATE POLICE DUI FUND		\$0.00
66. SECRETARY OF STATE POLICE SERVICES FUND		\$0.00
67. SECRETARY OF STATE POLICE VEHICLE FUND		\$0.00
69. STATE ASSET FORFEITURE FUND		\$0.00
70. STATE POLICE OPERATIONS ASSISTANCE FUND		\$99,173.17
71. STATE POLICE STREETGANG-RELATED CRIME FUND		\$0.00
72. STATE POLICE VEHICLE FUND		\$60.00
73. TRANSPORTATION SAFETY HIGHWAY HIRE-BACK FUND		\$4,982.00
74. VEHICLE INSPECTION FUND		\$0.00
75. CONSERVATION POLICE OPERATIONS ASSISTANCE FUND		\$197.00
76. PRESCRIPTION PILL AND DRUG DISPOSAL FUND		\$1,307.50
77. CRIMINAL JUSTICE INFORMATION PROJECTS FUND		\$1,572.00
78. STATE POLICE SERVICES FUND		\$328.60
79. STATE POLICE MERIT BOARD PUBLIC SAFETY FUND		\$18,508.87
80. GUARDIANSHIP AND ADVOCACY FUND		\$0.00
81. SPECIALIZED SERVICES FOR SURVIVORS OF HUMAN TRAFFICKING FUND		\$0.00
82. ACCESS TO JUSTICE FUND		\$7,868.00
83. STATE'S ATTORNEYS APPELLATE PROSECUTOR		\$10.00
84. SUPREME COURT SPECIAL PURPOSES FUND		\$35,579.25
85. GEORGE BAILEY MEMORIAL FUND		\$0.00
86. STATE POLICE LAW ENFORCEMENT ADMINISTRATIVE FUND		\$2,058.00
88. SCOTT'S LAW FUND (effective 1/1/2020)		\$0.00
89. LAW ENFORCEMENT CAMERA GRANT FUND		\$7,402.00
999.OTHER - PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT D.		\$0.00
	SUBTOTAL 4 (46-999)	\$180,732.89
CLICK HERE TO GO TO ATTACHMENT D		
	SUBTOTAL 4 (1-999)	\$595,774.68
	SUBTOTAL SECTION B (1,1.1,2,3,4) TOTAL	\$ 1,729,337.21
		THIS AMOUNT FORWARDED TO PAGE 7
Note: The numerical order may have missing numbers due to funds removed in previous years.		

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS - Continued

C. FEES OF OTHERS

1. STATE'S ATTORNEY		
(a) FEES	\$16,613.96	
(b) RECORDS AUTOMATION FUND	\$6,962.50	
	SUBTOTAL (1-a,b)	\$23,576.46
2. SHERIFF		
(a) FEES (e.g. SERVICE OF PROCESS*)	\$17,297.50	
(b) COUNTY GENERAL FUND FOR COURT SECURITY	\$4,133.97	
	SUBTOTAL (2-a,b)	\$21,431.47
3. COUNTY LAW LIBRARY FUND		\$78,966.00
4. MARRIAGE AND CIVIL UNION FUND OF THE CIRCUIT COURT		\$1,730.00
5. COUNTY FUND TO FINANCE THE COURT SYSTEM		\$8,025.77
6. COURT-APPOINTED COUNSEL:		
(a) DEFENSE COUNSEL	\$2,804.00	
(b) JUVENILE REPRESENTATION	\$0.00	
	SUBTOTAL (6 -a,b)	\$2,804.00
7. COURT-APPOINTED COUNSEL: STATE APPELLATE DEFENDER		\$0.00
8. MUNICIPAL ATTORNEY PROSECUTION FEE		\$3,241.50
9. PROBATION AND COURT SERVICES FUND		\$130,917.12
10. DISPUTE RESOLUTION FUND		\$0.00
11. MANDATORY ARBITRATION FUND		
(a) ARBITRATION FEE	\$0.00	
(b) REJECTION OF AWARD	\$0.00	
	SUBTOTAL (11-a,b)	\$0.00
12. DRUG/ALCOHOL TESTING & ELECTRONIC MONITORING FEE		\$15,060.90
13. ELECTRONIC MONITORING DEVICE FEE		
(a) SUBSTANCE ABUSE SERVICES FUND	\$0.00	
(b) WORKING CASH FUND	\$0.00	
	SUBTOTAL (13-a,b)	\$0.00
14. COUNTY GENERAL FUND TO FINANCE EDUCATION PROGRAMS (DUI)		\$0.00
15. COUNTY HEALTH FUND		\$0.00
16. TRAFFIC SAFETY PROGRAM SCHOOL		\$67,624.00
17. COUNTY JAIL MEDICAL COSTS FUND		\$6,592.50
18. SEXUALLY TRANSMITTED DISEASE TEST FUND		\$0.00
19. DOMESTIC RELATIONS LEGAL FUND		\$0.00
20. CHILDREN'S WAITING ROOM FUND		\$0.00
21. NEUTRAL SITE CUSTODY EXCHANGE FUND		\$0.00
22. MORTGAGE FORECLOSURE MEDIATION PROGRAM FEES		\$0.00
23. CHILDREN'S ADVOCACY CENTER		\$3,460.00
24. COURT APPOINTED SPECIAL ADVOCATE (CASA)		\$0.00
25. DRUG COURT		\$1,300.00
26. JUDICIAL FACILITIES FEE		\$57,416.50
27. MENTAL HEALTH/DRUG/VETERANS AND SERVICE MEMBERS COURT		\$630.00
28. YOUTH DIVERSION PROGRAM		\$0.00
29. PUBLIC DEFENDER RECORDS AUTOMATION FUND		\$0.00
30. COUNTY DRUG ADDICTION SERVICES		\$15.00
99. OTHER - PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT E.		\$4,470.51
	SECTION C TOTAL	\$427,261.73

[CLICK HERE TO GO TO ATTACHMENT E](#)

[THIS AMOUNT FORWARDED TO PAGE 7](#)

*Contains the FTA Warrant Fee and e-Citation Fee)

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS - Continued

D. MISCELLANEOUS DISBURSEMENTS

1. RESTITUTION TO VICTIMS OF CRIME (INCLUDES JUVENILE)		\$141,037.81
2. "WORK RELEASE" / GAINFULLY EMPLOYED OFFENDER		
a. TOTAL PAID TO COUNTY FOR ROOM AND BOARD	\$10,832.50	
b. TOTAL PAID TO OTHER INDIVIDUALS AND AGENCIES	\$0.00	
	SUBTOTAL (2-a,b)	\$10,832.50
3. EXPENSES NECESSARY FOR MINOR'S NEEDS UNDER THE JUVENILE ACT		\$0.00
5. ABANDONED (UNCLAIMED) PROPERTY TO STATE		\$29,133.15
6. DEPOSITS WITH CLERK DISBURSED DURING THE YEAR:		
a. FROM JUDICIAL SALES	\$0.00	
b. FROM ALL OTHER CASE CATEGORIES	\$0.00	
	SUBTOTAL (6-a,b)	\$0.00
7. REIMBURSEMENTS/CONTRIBUTIONS TO A "LOCAL ANTI-CRIME PROGRAM"		\$0.00
8. REFUND AND RETURNS		
a. BAIL	\$559,307.23	
b. OTHER	\$4,061.00	
	SUBTOTAL (8-a,b)	\$563,368.23
9. OTHER - PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT F. (INCLUDES SUCH ITEMS AS WITNESS FEES, PASSPORT FEES DISBURSED TO THE FEDERAL GOVERNMENT, OUT OF COUNTY BONDS, TRANSFER OF BAIL TO ANOTHER COUNTY, COLLECTION FEES OR BAIL TO ANOTHER COUNTY, COLLECTION FEES OR OTHER VENDOR CONVENIENCE FEES, ETC.)		\$4,061.00

[CLICK HERE TO GO TO ATTACHMENT F](#)

SECTION D TOTAL

\$748,432.69

[THIS AMOUNT FORWARDED TO SECTION D BELOW](#)

PART III TOTALS	SECTION A TOTAL (From PartIII.A-B.3)	\$13,883,497.29
	SECTION B TOTAL (From PartIII.StateFunds2)	\$1,729,337.21
	SECTION C TOTAL (From PartIII.C)	\$427,261.73
	SECTION D TOTAL (From PartIII.D)	\$748,432.69
PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS (SECTIONS A,B,C,D) TOTAL		\$16,788,528.92

Note: The numerical order may have missing numbers due to funds removed in previous years.

PLEASE INDICATE THE MONTH YOUR FISCAL YEAR ENDS

MONTH:

ATTACHMENT B

LINE ITEM BREAKDOWN OF PART III. B. (1), (1.1) AND (2)
FINES, PENALTIES, ASSESSMENTS, CHARGES AND FORFEITURES PAID TO
MUNICIPALITIES, DRUG TASK FORCE AND TOWNSHIPS

NAME OF MUNICIPALITY, TOWNSHIP, OR DRUG TASK FORCE	ALL EXCEPT DRUG	DRUG	CRIME LAB	CRIME LAB DUI	OTHER	TOTALS
Montgomery	\$19,861.00	\$0.00	\$0.00	\$0.00	\$5,006.50	\$24,867.50
Sandwich	\$3,053.60	\$653.98	\$0.00	\$0.00	\$731.00	\$4,438.58
Plainfield	\$4,996.07	\$0.00	\$0.00	\$0.00	\$1,302.00	\$6,298.07
Joliet	\$12,249.00	\$0.00	\$0.00	\$0.00	\$1,208.50	\$13,457.50
Aurora	\$6,214.50	\$0.00	\$0.00	\$0.00	\$8,124.00	\$14,338.50
Plano	\$64,784.71	\$655.00	\$0.00	\$0.00	\$10,234.50	\$75,674.21
Oswego	\$134,321.29	\$16.63	\$0.00	\$0.00	\$19,346.50	\$153,684.42
Yorkville	\$63,635.75	\$0.00	\$0.00	\$0.00	\$12,110.00	\$75,745.75
CPAT	\$0.00	\$30,876.55	\$0.00	\$0.00	\$0.00	\$30,876.55
Minooka	\$10,428.74	\$0.00	\$0.00	\$0.00	\$1,973.00	\$12,401.74
Bristol Township	\$198.00	\$0.00	\$0.00	\$0.00	\$0.00	\$198.00
Oswego Township	\$3,689.59	\$0.00	\$0.00	\$0.00	\$0.00	\$3,689.59
Kendall Township	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
Na-au-say Township	\$43.61	\$0.00	\$0.00	\$0.00	\$0.00	\$43.61
Fox Township	\$221.00	\$0.00	\$0.00	\$0.00	\$0.00	\$221.00
Dupage County Sheriff	\$0.00	\$0.00	\$0.00	\$0.00	\$1,680.00	\$1,680.00
Naperville	\$0.00	\$0.00	\$0.00	\$0.00	\$1,260.00	\$1,260.00
Ottawa	\$0.00	\$0.00	\$0.00	\$0.00	\$210.00	\$210.00
Downers Grove	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Woodridge	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$140.00
Shorewood	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
DeKalb County Sheriff	\$0.00	\$0.00	\$0.00	\$0.00	\$425.00	\$425.00
Village of Lisle	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$140.00
Darien	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
West Chicago	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Hinsdale	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Kane County Sheriff	\$0.00	\$0.00	\$0.00	\$0.00	\$2,730.00	\$2,730.00
College of Dupage	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Glendale Heights	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$140.00
Grundy County Sheriff	\$0.00	\$0.00	\$0.00	\$0.00	\$210.00	\$210.00
St. Charles	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Bloomington	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$140.00
LaSalle	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$140.00
LaSalle County Sheriff	\$0.00	\$0.00	\$0.00	\$0.00	\$700.00	\$700.00
Romeoville	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Crest Hill	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$140.00
Dekalb	\$0.00	\$0.00	\$0.00	\$0.00	\$280.00	\$280.00
Bartlett	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Winnebago County Sheriff	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$140.00
Frankfort	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Leland	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$140.00
North Aurora	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$140.00
Cook County Sheriff	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Lombard	\$0.00	\$0.00	\$0.00	\$0.00	\$210.00	\$210.00
Oakbrook	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
ISP Dist. 15	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$140.00
Warrenville	\$0.00	\$0.00	\$0.00	\$0.00	\$350.00	\$350.00
Hinckley	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Spring Valley	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Sangamon County	\$0.00	\$0.00	\$0.00	\$0.00	\$280.00	\$280.00
Ogle County Sheriff	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Decatur	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Willowbrook	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Rochelle	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$140.00
Rockford County Police	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Whiteside County	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Braidwood	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Knox County Sheriff	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Bureau County Sheriff	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Lee County Sheriff	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00	\$70.00
Oswego Village	\$81.00	\$0.00	\$0.00	\$0.00	\$0.00	\$81.00
Will County Sheriff	\$0.00	\$31.00	\$0.00	\$0.00	\$0.00	\$31.00
Village of Millington	\$48.00	\$0.00	\$0.00	\$0.00	\$2.00	\$50.00
Newark	\$210.54	\$0.00	\$0.00	\$0.00	\$4.00	\$214.54
Big Grove Township	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
Bristol-Kendall Fire Protection	\$0.00	\$0.00	\$0.00	\$0.00	\$3,932.00	\$3,932.00
Lisbon Seward Fire Protection	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	\$750.00
Little Rock Fire Protection	\$0.00	\$0.00	\$0.00	\$0.00	\$3,030.00	\$3,030.00
Minooka Fire Protection	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00
Newark Fire Protection	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00
Oswego Fire Proection	\$0.00	\$0.00	\$0.00	\$0.00	\$9,860.00	\$9,860.00
Plainfield Fire Proection	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
Sandwich Fire Protection	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	\$750.00

SUBTOTALS \$324,636.40 \$32,233.16 \$0.00 \$0.00 \$93,849.00
(SUM OF SUBTOTALS ABOVE) ATTACHMENT B TOTALS
\$450,718.56

THIS TOTAL SHOULD MATCH PART III - SECTION B (1), (1.1), AND (2) TOTAL ON PAGE 3.
IF YOU NEED ADDITIONAL LINE ITEM DETAIL FOR THIS ATTACHMENT,
SIMPLY INSERT ROWS TO THIS SPREADSHEET AS REQUIRED.

[Click here to see examples of items that may or may not appear on Attachment B](#)

LINE ITEM BREAKDOWN OF PART III. B. (3) (g): "OTHER"

THIS TOTAL SHOULD MATCH PART III - SECTION B (3) (g) (OTHER) TOTAL ON PAGE 3.
IF YOU NEED ADDITIONAL LINE ITEM DETAIL FOR THIS ATTACHMENT, SIMPLY
INSERT ROWS TO THE SPREADSHEET AS REQUIRED.

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ATTACHMENT E

LINE ITEM BREAKDOWN OF PART III. C. (99): "OTHER"

[illegible]**ATTACHMENT E TOTAL**

\$4,470.51

THIS TOTAL SHOULD MATCH PART III - SECTION C. (99) (Other) TOTAL ON PAGE 6.
IF YOU NEED ADDITIONAL LINE ITEM DETAIL FOR THIS ATTACHMENT, SIMPLY
INSERT ROWS TO THE SPREADSHEET AS REQUIRED.

[Click here to see examples of items that may or may not appear on Attachment E](#)

ATTACHMENT F

LINE ITEM BREAKDOWN OF PART III. D. (9): "OTHER"

[illegible]

THIS TOTAL SHOULD MATCH PART III - SECTION D. (9) (Other) TOTAL ON PAGE 7.
IF YOU NEED ADDITIONAL LINE ITEM DETAIL FOR THIS ATTACHMENT, SIMPLY
INSERT ROWS TO THE SPREADSHEET AS REQUIRED.

[Click here to see examples of items that may or may not appear on Attachment F](#)

QUARTER: 4th YEAR: 2023 COUNTY: KENDALL CIRCUIT: 23rd	REPORT K SELF REPRESENTED LITIGANTS (SRLs)
--	---

CATEGORY	CODE	NEW FILED CASES*	NEW FILED CASES SRL PLAINTIFF	CLOSED*	DEFAULT JUDGMENTS	AT LEAST ONE SRL	AT LEAST 1 PLAINTIFF AND 1 DEFT SRL	AT LEAST ONE PLAINTIFF SRL	AT LEAST ONE DEFENDANT SRL	NUMBER OF LIMITED SCOPE APPEARANCES
ARBITRATION	AR	0	0	0	0	0	0	0	0	0
CHANCERY	CH	11	0	13	0	0	0	0	0	0
EMINENT DOMAIN	ED	0	0	6	1	0	0	0	0	0
EVICITION	EV	145	2	168	3	0	0	0	0	0
FORECLOSURE	FC	57	0	63	1	0	0	0	0	0
GOVERNMENT CORPORATION	GC	0	0	0	0	0	0	0	0	0
GUARDIANSHIP	GR	19	0	11	0	0	0	0	0	0
LAW > \$50,000	L	0	0	0	0	1	0	0	1	0
LAW > \$50,000	LA	30	0	14	0	0	0	0	0	0
LAW < \$50,000	LM	74	0	79	9	0	0	0	0	0
MENTAL HEALTH	MH	0	0	0	0	0	0	0	0	0
MISCELLANEOUS REMEDY	MR	15	2	21	0	3	0	2	1	0
MUNICIPAL CORPORATION	MC	0	0	0	0	0	0	0	0	0
PROBATE	P	0	0	12	0	1	0	0	1	0
PROBATE	PR	25	0	24	0	1	0	0	1	0
SMALL CLAIM	SC	370	0	410	82	3	0	1	2	0
TAX	TX	20	0	10	0	0	0	0	0	0
TOTAL CIVIL		766	4	831	96	9	0	3	6	0

CATEGORY	CODE	NEW FILED CASES*	NEW FILED CASES SRL PLAINTIFF	CLOSED*	DEFAULT JUDGMENTS	AT LEAST ONE SRL	AT LEAST 1 PLAINTIFF AND 1 DEFT SRL	AT LEAST ONE PLAINTIFF SRL	AT LEAST ONE DEFENDANT SRL	NUMBER OF LIMITED SCOPE APPEARANCES
ADOPTION	AD	2	0	6	0	0	0	0	0	0
DISSOLUTION OF MARRIAGE	D	0	0	8	0	2	0	1	1	0
DISSOLUTION WITH CHILDREN	DC	52	5	40	0	5	1	1	5	0
DISSOLUTION WITHOUT CHILDREN	DN	49	6	48	0	15	0	8	11	0
FAMILY	F	0	0	3	0	1	0	1	1	0
FAMILY	FA	49	4	25	0	2	0	1	0	0
TOTAL FAMILY		152	15	130	0	25	1	12	18	0

CATEGORY	CODE	NEW FILED CASES*	NEW FILED CASES SRL PLAINTIFF	CLOSED*	DEFAULT JUDGMENTS	AT LEAST ONE SRL	AT LEAST 1 PLAINTIFF AND 1 DEFT SRL	AT LEAST ONE PLAINTIFF SRL	AT LEAST ONE DEFENDANT SRL	NUMBER OF LIMITED SCOPE APPEARANCES
ORDERS OF PROTECTION	OP	106	0	109	0	1	0	1	0	0
TOTAL OTHER		106	0	109	0	1	0	1	0	0

* THE NUMBER OF "FILED" AND "CLOSED" CASES IN EACH CATEGORY ON THIS REPORT MUST EQUAL THE NUMBER OF "NEW FILED" AND "CLOSED" CASES REPORTED FOR THE SAME CATEGORY ON REPORTS A, C, AND D RESPECTIVELY.

QUARTER: 4th YEAR: 2023 COUNTY: KENDALL CIRCUIT: 23rd	REPORT L POST JUDGEMENT ACTIVITY
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CIVIL CASES		
CATEGORY	CODE	# OF COURT EVENTS
ARBITRATION	AR	0
CHANCERY	CH	5
EMINENT DOMAIN	ED	1
EVICITION	EV	13
FORECLOSURE	FC	6
GOVERNMENT CORPORTATION	GC	0
GUARDIANSHIP	GR	40
LAW > \$50,000	L	11
LAW > \$50,000	LA	11
LAW < \$50,000	LM	63
MENTAL HEALTH	MH	0
MISCELLANEOUS REMEDY	MR	5
MUNICIPAL CORPORATION	MC	0
PROBATE	P	61
PROBATE	PR	0
SMALL CLAIM	SC	291
TAX	TX	0
TOTAL		507

CRIMINAL AND QUASI-CRIMINAL CASES		
CATEGORY	CODE	# OF COURT EVENTS
CRIMINAL FELONY	CF	662
CRIMINAL MISDEMEANOR	CM	518
CONSERVATION VIOLATION	CV	2
DOMESTIC VIOLENCE	DV	45
DRIVING UNDER THE INFLUENCE	DT	276
MAJOR TRAFFIC	MT	744
MINOR TRAFFIC	TR	1230
ORDINANCE VIOLATION	OV	4
QUASI-CRIMINAL	QC	0
TOTAL		3481

FAMILY AND JUVENILE CASES		
CATEGORY	CODE	# OF COURT EVENTS
ADOPTION	AD	2
DISSOLUTION OF MARRIAGE	D	525
DISSOLUTION WITH CHILDREN	DC	53
DISSOLUTION WITHOUT CHILDREN	DN	10
FAMILY	F	288
FAMILY	FA	42
JUVENILE	J	2
JUVENILE	JV	3
JUVENILE ABUSE & NEGLECT	JA	9
JUVENILE DELINQUENT	JD	85
TOTAL		1019

ALL OTHER CASES		
CATEGORY	CODE	# OF COURT EVENTS
CIVIL LAW VIOLATION	CL	0
CONTEMPT OF COURT	CC	0
MISCELLANEOUS CRIMINAL	MX	8
ORDERS OF PROTECTION	OP	163
TOTAL		171

QUARTER: 4th YEAR: 2023 COUNTY: KENDALL CIRCUIT: 23rd	REPORT M TIME TO CASE CLOSED STATUS (include time spent on inactive status)
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CIVIL CASES			0-3	4-6	7-9	10-12	13-15	16-18	19-21	22-24	25-27	28-30	31-33	34-36	37-48	49+
CATEGORY	CODE	# CLOSED	months	months	months	months	months	months	months	months	months	months	months	months	months	months
ARBITRATION	AR	0														
CHANCERY	CH	6	3	2	1											
EMINENT DOMAIN	ED	6		2		1	3									
EVICTION	EV	168	141	15	10	1			1							
FORECLOSURE	FC	63	19	10	11	7	6	8	1	1						
GOVERNMENT CORPORTATION	GC	0														
GUARDIANSHIP	GR	11	7	2	1	1										
LAW > \$50,000	LA	14	2	3	2	3	2		2							
LAW < \$50,000	LM	70	28	25	10	4	2	1								
MENTAL HEALTH	MH	0														
MISCELLANEOUS REMEDY	MR	20	17	2		1										
PROBATE	PR	24			9	4	4	3	4							
SMALL CLAIM	SC	344	212	61	30	20	9	9	3							
TAX	TX	10	2	8												
TOTAL		736	431	130	74	42	26	21	11	1	0	0	0	0	0	0

CRIMINAL AND QUASI-CRIMINAL CASES			0-3	4-6	7-9	10-12	13-15	16-18	19-21	22-24	25-27	28-30	31-33	34-36	37-48	49+
CATEGORY	CODE	# CLOSED	months	months	months	months	months	months	months	months	months	months	months	months	months	months
CRIMINAL FELONY	CF	85	10	20	17	16	8	5	7	2						
CRIMINAL MISDEMEANOR	CM	73	26	19	14	3	9	2								
CONSERVATION VIOLATION	CV	9	9													
DOMESTIC VIOLENCE	DV	44	9	8	10	8	3	4	2							
DRIVING UNDER THE INFLUENCE	DT	40	6	17	8	3	4	2								
MAJOR TRAFFIC	MT	514	352	68	28	23	18	13	11	1						
MINOR TRAFFIC	TR	1097	1024	47	11	4	6	1	2	2						
ORDINANCE VIOLATION	OV	5	5													
QUASI-CRIMINAL	QC	0														
TOTAL		1867	1441	179	88	57	48	27	22	5	0	0	0	0	0	0

FAMILY AND JUVENILE CASES			0-3	4-6	7-9	10-12	13-15	16-18	19-21	22-24	25-27	28-30	31-33	34-36	37-48	49+
CATEGORY	CODE	# CLOSED	months	months	months	months	months	months	months	months	months	months	months	months	months	months
ADOPTION	AD	6	2		2	1			1							
DISSOLUTION WITH CHILDREN	DC	40	12	6	4	5	4	6	3							
DISSOLUTION WITHOUT CHILDREN	DN	48	29	8	4	4	1	1	1							
FAMILY	FA	25	13	3	5		2	1	1							
JUVENILE	JV	1		1												
JUVENILE ABUSE & NEGLECT	JA	5	1		1	2				1						
JUVENILE DELINQUENT	JD	20	6	8	6											
TOTAL		145	63	26	22	12	7	8	6	1	0	0	0	0	0	0

ALL OTHER CASES			0-3	4-6	7-9	10-12	13-15	16-18	19-21	22-24	25-27	28-30	31-33	34-36	37-48	49+
CATEGORY	CODE	# CLOSED	months	months	months	months	months	months	months	months	months	months	months	months	months	months
CIVIL LAW VIOLATION	CL	1	1													
CONTEMPT OF COURT	CC	0														
MISCELLANEOUS CRIMINAL	MX	39	39													
ORDERS OF PROTECTION	OP	108	106	2												
TOTAL		148	146	2	0	0	0	0	0	0	0	0	0	0	0	0

QUARTER: 4th YEAR: 2023 COUNTY: KENDALL CIRCUIT: 23rd	REPORT N TIME TO CASE CLOSED STATUS (excluding time spent on inactive status)
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CIVIL CASES									
CATEGORY	CODE	# CLOSED	0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months
ARBITRATION	AR	0							
CHANCERY	CH	6	3	2	1				
EMINENT DOMAIN	ED	6		2		1	3		
EVICTON	EV	168	141	15	10	1			1
FORECLOSURE	FC	63	19	10	11	7	6	8	1
GOVERNMENT CORPORTATION	GC	0							
GUARDIANSHIP	GR	11	7	2	1	1			
LAW > \$50,000	LA	14	2	3	2	3	2		2
LAW < \$50,000	LM	70	28	25	10	4	2	1	
MENTAL HEALTH	MH	0							
MISCELLANEOUS REMEDY	MR	20	17	2		1			
PROBATE	PR	24			9	4	4	3	4
SMALL CLAIM	SC	344	212	61	30	20	9	9	3
TAX	TX	10	2	8					
TOTAL		736	431	130	74	42	26	21	11

CRIMINAL AND QUASI-CRIMINAL CASES									
CATEGORY	CODE	# CLOSED	0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months
CRIMINAL FELONY	CF	68	12	20	17	8	4	6	1
CRIMINAL MISDEMEANOR	CM	73	35	23	6	3	6		
CONSERVATION VIOLATION	CV	9	9						
DOMESTIC VIOLENCE	DV	42	14	9	9	7	3		
DRIVING UNDER THE INFLUENCE	DT	40	6	17	8	4	4	1	
MAJOR TRAFFIC	MT	514	370	72	26	18	13	8	6
MINOR TRAFFIC	TR	1097	1024	47	11	4	6	1	2
ORDINANCE VIOLATION	OV	5	5						
QUASI-CRIMINAL	QC	0							
TOTAL		1848	1475	188	77	44	36	16	9

FAMILY AND JUVENILE CASES									
CATEGORY	CODE	# CLOSED	0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months
ADOPTION	AD	6	2		2	1			1
DISSOLUTION WITH CHILDREN	DC	40	12	6	4	5	4	6	3
DISSOLUTION WITHOUT CHILDREN	DN	48	29	8	4	4	1	1	1
FAMILY	FA	25	13	3	5		2	1	1
JUVENILE	JV	1		1					
JUVENILE ABUSE & NEGLECT	JA	5	1		1	2			
JUVENILE DELINQUENT	JD	20	6	8	6				
TOTAL		145	63	26	22	12	7	8	6

ALL OTHER CASES									
CATEGORY	CODE	# CLOSED	0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months
CIVIL LAW VIOLATION	CL	1	1						
CONTEMPT OF COURT	CC	0							
MISCELLANEOUS CRIMINAL	MX	39	39						

QUARTER: 4th YEAR: 2023 COUNTY: KENDALL CIRCUIT: 23rd	REPORT O CHILD PROTECTION COURT DATA
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[illegible]

Office of the Kendall County Coroner

**Monthly Report
January 2023**

* There were 25 hours of community service time served during the month of January.

*No Report for January 2024

Deaths Report to the M.E.		Deaths Investigations	
January 2023	42	January 2023	9
YTD	42	YTD	9

MEI Scene Investigations		Postmortem Examinations	
January 2023	8	January 2023	4
YTD	8	YTD	4

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
January 2023	36	4	2	0	0	0
YTD	36	4	2	0	0	0

Cremation Permits Issued	
January 2023	27
YTD	27

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2023-0001	Natural	Cardiac	07-24-1958	01-01-2023	None	No
2023-0002	Natural	Cardiac	11-10-1972	01-01-2023	None	Yes
2023-0003	Natural	Neoplasm	02-10-1935	01-02-2023	None	No
2023-0004	Accident	Asphyxia-Drowning	01-06-2003	01-02-2023	Full	Yes
2023-0005	Natural	Pulmonary	09-27-1930	01-03-2023	None	No
2023-0006	Natural	Dementia-Alzheimers	02-13-1957	01-03-2023	None	No
2023-0007	Natural	Dementia-Alzheimers	11-18-1935	01-04-2023	None	No
2023-0008	Natural	Neoplasm	05-16-1940	01-05-2023	None	No
2023-0009	Natural	Pulmonary	01-30-1921	01-05-2023	None	No
2023-0010	Natural	Pulmonary-COPD	07-25-1958	01-05-2023	None	No
2023-0011	Suicide	Asphyxia-Strangulation-Ligature	10-19-1993	01-05-2023	Full	Yes
2023-0012	Natural	Pulmonary-COPD	10-12-1948	01-06-2023	None	No
2023-0013	Natural	Pulmonary-COPD	08-16-1934	01-06-2022	None	No
2023-0014	Accident	Fall	09-24-1939	01-06-2023	None	No
2023-0015	Natural	Cirrhosis	12-29-1932	01-06-2023	None	No
2023-0016	Natural	Neoplasm	04-05-1938	01-07-2023	None	No
2023-0017	Natural	Dementia-Alzheimers	08-19-1925	01-08-2023	None	No
2023-0018	Accident	Drug Death-Mixed Drug Toxicity	07-23-1960	01-08-2023	Full	Yes
2023-0019	Natural	Infection-Sepsis	07-22-1925	01-09-2023	None	No
2023-0020	Suicide	Asphyxia-Strangulation-Hanging	01-01-1975	01-10-2023	None	Yes
2023-0021	Natural	Pulmonary	07-20-1935	01-11-2023	None	No
2023-0022	Natural	Neoplasm	05-15-1938	01-13-2023	None	No
2023-0023	Natural	Dementia-Alzheimers	03-26-1924	01-13-2023	None	No
2023-0024	Natural	Dementia-Alzheimers	06-16-1942	01-15-2023	None	No
2023-0025	Natural	Cardiac	02-14-1952	01-15-2023	None	No
2023-0026	Natural	Cardiac-Infarct NOS	03-20-1954	01-16-2023	None	Yes
2023-0027	Natural	Neoplasm	03-23-1942	01-16-2023	None	No
2023-0028	Natural	Cardiac	03-23-1928	01-18-2023	None	No
2023-0029	Natural	Cardiac-Hypertension	02-28-1937	01-19-2023	None	No
2023-0030	Natural	Neoplasm	10-11-1947	01-20-2023	None	No
2023-0031	Natural	Dementia-Alzheimers	06-14-1925	01-20-2023	None	No
2023-0032	Natural	Cardiac	07-31-1941	01-22-2023	None	No
2023-0033	Natural	Cardiac	10-17-1993	01-23-2023	Full	Yes
2023-0034	Natural	Neoplasm	09-13-1949	01-24-2023	None	No
2023-0035	Natural	Nervous System	11-07-1961	01-25-2023	None	No
2023-0036	Natural	Chronic Alcoholism	01-02-1963	01-25-2023	None	Yes

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2023-0037	Accident	Fall	06-21-1930	01-27-2023	None	No
2023-0038	Natural	Dementia-Alzheimers	04-15-1931	01-27-2023	None	No
2023-0039	Natural	Pulmonary-COPD	08-12-1944	01-28-2023	None	No
2023-0040	Natural	Pulmonary	03-15-1949	01-29-2023	None	No
2023-0041	Natural	Neoplasm	11-03-1934	01-30-2023	None	No
2023-0042	Natural	Dementia-Alzheimers	04-18-1937	01-31-2023	None	No

Office of the Kendall County Coroner

**Monthly Report
February 2024**

* There were 19 hours of community service time served during the month of February

* No Report for February 2024.

Deaths Report to the M.E.		Deaths Investigations	
February 2024	28	February 2024	0
YTD	71	YTD	8

MEI Scene Investigations		Postmortem Examinations	
February 2024	2	February 2024	0
YTD	8	YTD	2

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
February 2024	28	0	0	0	0	0
YTD	65	3	2	0	0	1

Cremation Permits Issued	
February 2024	19
YTD	44

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2024-0044	Natural	Neoplasm	03-06-1934	02-04-2024	None	No
2024-0045	Natural	Dementia-Alzheimers	01-14-1935	02-05-2024	None	No
2024-0046	Natural	Cardiac	06-03-1949	02-05-2024	None	No
2024-0047	Natural	Dementia-Alzheimers	07-24-1926	02-07-2024	None	No
2024-0048	Natural	Seizure Disorder-Idiopathic	12-14-1947	02-09-2024	None	No
2024-0049	Natural	Cardiac	12-29-1951	02-10-2024	None	No
2024-0050	Natural	Cardiac	05-10-1959	02-12-2024	None	No
2024-0051	Natural	Neoplasm	10-12-2002	02-12-2024	None	No
2024-0052	Natural	Dementia-Alzheimers	09-18-1936	02-12-2024	None	No
2024-0053	Natural	Renal Disease	09-25-1963	02-13-2024	None	No
2024-0054	Natural	Dementia-Alzheimers	04-24-1941	02-14-2024	None	No
2024-0055	Natural	Neoplasm	03-20-1948	02-14-2024	None	No
2024-0056	Natural	Nervous System- Stroke	05-06-1954	02-14-2024	None	No
2024-0057	Natural	Multisystem Disease	05-05-1946	02-16-2024	None	No
2024-0058	Natural	Neoplasm	01-30-1951	02-17-2024	None	No
2024-0059	Natural	Neoplasm	05-15-1962	02-17-2024	None	No
2024-0060	Natural	Neoplasm	11-03-1961	02-18-2024	None	No
2024-0061	Natural	Cardiac	02-15-1937	02-19-2024	None	No
2024-0062	Natural	Neoplasm	01-16-1961	02-19-2024	None	No
2024-0063	Natural	Dementia-Alzheimers	04-20-1925	02-20-2024	None	No
2024-0064	Natural	Hepatic/Liver Failure	06-08-1937	02-20-2024	None	No
2024-0065	Natural	Cardiac-ASCVD-IHD and Hypertension	09-04-1941	02-21-2024	None	Yes
2024-0066	Natural	Neoplasm	02-15-1951	02-22-2024	None	No
2024-0067	Natural	Neoplasm	04-01-1933	02-23-2024	None	No
2024-0068	Natural	Pulmonary	09-10-1927	02-24-2024	None	No
2024-0069	Natural	Cardiac-ASCVD-IHD and Hypertension	01-11-1950	02-26-2024	None	Yes
2024-0070	Natural	Dementia-Alzheimers	11-26-1931	02-26-2024	None	No
2024-0071	Natural	Neoplasm	10-02-1947	02-27-2024	None	No



County of Kendall, Illinois
Resolution 2024- ____

Surplus Property/Capital Assets Disposal Policy

Disposal of Surplus Property and Capital Assets Policy

Subject Disposal of Kendall County's Surplus Property and Capital Assets

Purpose The purpose of this policy is to standardize the process for the disposal of Kendall County's surplus property and capital assets.

Statement of Policy

The County Board is responsible for the care and custody of personal property pursuant to 55 ILCS 5/5-1005 (2) Powers. Each county shall have power: To sell and convey or lease any real or personal estate owned by the county; and

55 ILCS 5/5-1015 Care and custody of property. A county board may take and have the care and custody of all the real and personal estate owned by the county.

Kendall County may dispose of surplus property and capital assets that are in excess, obsolete, or unusable. Surplus property has an original purchase price of less than \$5,000. Capital assets have an individual cost of more than \$5,000 and an estimated useful life greater than two years.

It is the responsibility of the appointed or elected official to dispose of surplus property and capital assets purchased with funds under the purview of the County Board, based on this policy and in conjunction with the Kendall County Procurement Ordinance as it pertains to competitive sealed bids.

Surplus property and capital assets will be disposed of in an efficient manner which will ensure the County obtains fair value, if any, for such surplus property and assets. The methods of disposition of surplus property and assets may include:

1. Reuse by another County Department or Office
2. Trade-in
3. Sale at public or electronic auction
4. Competitive sealed bid
5. Disposal by recycling, salvaging or as waste

Surplus property and capital assets may include, but are not limited to motor vehicles, heavy equipment, office furniture, office equipment, supplies, furnishings, computers, audio/visual equipment, surveillance system equipment, building system equipment and maintenance equipment.

Exclusions

Surplus property nor capital assets can be donated. Because the county holds property in trust for the public, it cannot simply give away property without breaching that trust (1974 Op. Att'y Gen. S-691)

Kendall County employees, volunteers and interns may only purchase or receive County surplus property or capital assets in a process open to the general public.