



Kendall County Board Agenda
Adjourned September Meeting
Kendall County Historic Courthouse
110 W. Madison St, Yorkville, IL 60560
Tuesday February 18, 2025, at 9:00 AM

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
 Made In Kendall
8. Public Comment
9. Consent Agenda
 - A. Approval of County Board Minutes from January 21, 2025 (p.3)
 - B. Approval of claims in the amount not to exceed \$1,266.889.96
 - C. Approval of Committee minutes (p.6)
 - D. Approval of Contingency Reduction #12 Total of \$1,700 with revised contract amounts as follows: Omega Plumbing \$142,702 (\$1,000 Increase); Jensen's Plumbing \$408,951 (\$700 Increase) (p.21)
 - E. Approval of Security Automation Systems Agreement re: Courthouse Key Card Additions for \$41,420 (p.23)
 - F. Approval of Surplus declaration for County Office Building Generator, Public Safety Center UPS and Facilities Management Van in accordance with Surplus Property/Capital Assets Disposal Policy (p.26)
 - G. Approval of amendment to the Eldamain Road Intergovernmental Agreement with the City of Plano and the United City of Yorkville (p.30)
 - H. 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 (p.41)
 - I. Approval of an Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois (p.43)
 - J. Approval of Resolution for Maintenance under the Illinois Highway Code Appropriating \$2,700,000 from the Motor Fuel Tax Fund of Kendall County (p.56)
 - K. Approval of Amendments to Intergovernmental Agreements between Kendall County and the following agencies concerning the storage of bulk rock salt.
 - a. Big Grove Road District (p.58)
 - b. Bristol Road District (p.60)
 - c. Fox Road District (p.62)
 - d. Kendall Road District (p.64)
 - e. Lisbon Road District (p.66)
 - f. Little Rock Road District (p.68)
 - g. Na-Au-Say Road District (p.70)
 - h. Oswego Road District (p.72)
 - i. Seward Road District (p.74)
 - j. City of Plano (p.76)
 - L. Approval of Supplement #1 to Construction Engineering Services Agreement between Kendall County and HR Green in the amount of \$49,863 (p.78)
10. New Business
11. Elected Officials and Department Reports
 - A. Sheriff (report included in packet) (p.95)
 - B. County Clerk and Recorder (report included in packet) (p.101)
 - C. Treasurer
 - D. Clerk of the Court
 - E. State's Attorney
 - F. Coroner (report included in packet) (p.103)
 - G. Health Department
 - H. Supervisor of Assessments

- I. Regional Office of Education
 - J. EMA (report included in packet) ([p.105](#))
 - K. Public Defender (report included in packet) ([p.107](#))
 - L. VAC
12. Standing Committee Reports
- A. PBZ: Approval of a Contract with Teska Associates, Inc to Update the Kendall County Land Resource Management Plan in its Entirety at a Cost Not to Exceed \$184,380; Related Invoice(s) to Be Paid from Line Item 131605-66500 ([p.109](#))
13. Special Committee Reports
14. Liaison Reports
15. Other Business
16. Chairman's Report
17. Public Comment
18. Questions from the press
19. Executive Session
20. Adjournment

If special accommodation 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
January 21, 2025**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Historic Courthouse, in the City of Yorkville on Tuesday, January 21, 2025, at 9:05 a.m. The Clerk called the roll. Members present: Matt Kellogg, Brian DeBolt, Scott Gengler, Dan Koukol, Ruben Rodriguez, and Seth Wormley. Member(s) absent: Zach Bachmann, Elizabeth Flowers, Jason Peterson and Brooke Shanley.

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

Jordan Gash gave the invocation.

THE AGENDA

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

SPECIAL RECOGNITION

John Lacek from the Facilities Management Department received the honor of Employee of the Year.

Member Rodriguez moved to approve the Resolution for Employee of the Year John Lacek. Member Gengler seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 25-01 is available in the Office of the County Clerk.

CONSENT AGENDA

Member Rodriguez moved to approve the consent agenda.

- A. Approval of County Board Minutes from December 17, 2024
- B. Approval of claims in the amount not to exceed \$2,092,512.74 from January 15, 2025
- C. Approval of Committee minutes
- D. Approval of Service Agreement between Kendall County and City of Plano for the Provision of Demand-Response Transportation
- E. Approval of Management Analyst Job Description
- F. Approval of Revised Economic Development Coordinator Job Description
- G. Approval of Revised Executive Assistant Job Description
- H. Approval of Revised Organizational Chart and Approved Headcount
- I. Approval of Payroll/Timesheet Correction Notice
- J. Approval of Revised Final Paycheck Form
- K. Approval of Revised Personnel File Review Request Form
- L. Approval of Revised Section 8.1 Personal and Banked Sick Leave Policy in the Kendall County Employee Handbook
- M. Approval of Petition 24-31, A Request from the Kendall County Zoning Administrator for Text Amendments to Sections 36-282(20)(j), 36-282(32)(b), and 36-282(54) of the Kendall County Code by Increasing the Road Weight Limit Requirements from 73,280 Pounds to 80,000 Pounds in the Zoning Regulation Requirements for Composting Facilities, Landscaping Businesses, and Storage Facilities for Motor Vehicles, Boats, Trailers, and Recreational Vehicles
- N. Approval of Petition 24-32, A Request from the Kendall County Zoning Administrator for a Text Amendment to Section 36-1051(12) of the Kendall County Code by Transferring the Enforcement Authority of Window Sign Zoning Regulations from the County Sheriff or Designee to the Zoning Administrator or Designee
- O. Approval of Petition 24-33, A Request from the Kendall County Zoning Administrator for Text Amendments to the Kendall County Code by Adding Parks to the Appropriate Place Alphabetically in the List of Permitted Uses in the R-4, R-5, R-6, and R-7 Zoning Districts and Related Text Changes

- P. Approval of Resolution Providing for Spring Road Posting of Certain County Highways
- Q. Approval of Amendment #1 to Professional Services Agreement with HR Green related to the Gates Creek culvert replacements increasing the professional services fee by an amount not to exceed \$44,478.03

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

C) COMBINED CLAIMS: ADMIN \$6,636.08; AC \$5,975.46; ASSMT \$3,720.59; CAPEXP \$2,838.65; CIR CLK \$6,867.60; CIR CRT JDG \$9,230.85; CMB CRT SER \$4,660.20; CON SRVS \$6,255.82; CRNER \$5,322.44; CRRCTNS \$55,385.70; CNTY ADMIN \$210,315.28; CNTY BRD \$755,569.83; CNTY CLK \$5,985.53; HIGHWY \$517,789.34; ELCTNS \$3,620.18; EMA DIR \$31.50; EMA \$1,207.96; FCLT MGMT \$34,088.35; FARM \$48.98; GIS COORD \$1,572.12; HLTH & HMN SRV \$114,661.20; HR \$739.31; JURY \$393.85; MERIT \$4,809.00; PBZ \$1,879.43; PRSDNG JDG \$12,084.56; PROB SPVSR \$10,348.60; PUB DEF \$2,000.48; ROE \$8,163.55; SHRF \$55,124.71; ST ATTNY \$6,944.99; TECH \$26,103.30; TRSR \$110.11; UTIL \$56,819.86; VET \$1,481.75; FORST \$78,139.84; SHRF \$13,119.50; SHRF \$86,107.40; SHRF \$54,498.68

D) A complete copy of IGAM 25-02 is available in the Office of the County Clerk.

M) A complete copy of Ordinance 25-01 is available in the Office of the County Clerk.

N) A complete copy of Ordinance 25-02 is available in the Office of the County Clerk.

O) A complete copy of Ordinance 25-03 is available in the Office of the County Clerk.

P) A complete copy of Resolution 25-02 is available in the Office of the County Clerk.

Q) A complete copy of IGAM 25-03 is available in the Office of the County Clerk.

ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

Sheriff

Under Sheriff Richardson reviewed the highlights from the report in the packet.

County Clerk & Recorder

Kendall County Clerk

Revenue Report

12/1/24-12/31/24

12/1/23-12/31/23

12/1/22-12/31/22

Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$638.50	\$473.00	\$536.00
	County Clerk Fees - Marriage			
MARFEE	License	\$690.00	\$780.00	\$810.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$30.00
	County Clerk Fees - Assumed			
ASSUME	Name	\$25.00	\$45.00	\$30.00
CRTCP	County Clerk Fees - Certified Copy	\$1,612.00	\$1,288.00	\$1,766.00
MISINC	County Clerk Fees - Misc	\$28.00	\$7.00	\$25.00
	County Clerk Fees - Misc Total	\$3,023.50	\$2,593.00	\$3,197.00
RECREE	County Clerk Fees - Recording	\$22,893.00	\$17,274.00	\$19,275.00
	Total County Clerk Fees	\$25,916.50	\$19,867.00	\$22,472.00
CTYREV	County Revenue	\$53,185.50	\$35,219.25	\$44,217.00
DCSTOR	Doc Storage	\$20,266.89	\$10,080.00	\$11,219.00
GISMAP	GIS Mapping	\$41,940.00	\$32,012.00	\$35,610.00
GISRCD	GIS Recording	\$5,946.75	\$2,134.00	\$2,374.00
INTRST	Interest	\$173.14	\$118.66	\$134.22
RECMIS	Recorder's Misc	\$7,074.00	\$251.50	\$683.50
RHSP	RHSP/Housing Surcharge	\$22,986.00	\$17,028.00	\$9,648.00
TAXCRT	Tax Certificate Fee	\$2,560.00	\$2,000.00	\$1,640.00
TAXFEE	Tax Sale Fees	\$0.00	\$5.00	\$25.00
PSTFEE	Postage Fees	\$31.35	\$28.95	\$0.00
CK # 19950	To KC Treasurer	\$180,080.13	\$118,744.36	\$128,022.72

County Clerk Debbie Gillette spoke about the upcoming Consolidated Elections.

Clerk of the Court

Clerk of the Court Matt Prochaska presented the Annual Financial Report and the Quarterly Reports.

State's Attorney

State's Attorney Eric Weis presented the annual report.

Supervisor of Assessments

Supervisor of Assessments Andy Nicolette stated that the Board of Review decisions have been sent out and they are balancing the books.

Regional Office of Education

Regional Superintendent Chris Mehochko reviewed the annual report.

EMA

Roger Bonuchi stated that Tracy Page is retiring from EMA and Rob DeLong will be taking over. The new software is one quarter complete.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Petition 24-34

Member Rodriguez moved to approve Petition 24-34, A Request from the Kendall County Regional Planning Commission for Text Amendments to Section 36-247(7)(a) of the Kendall County Code by Reducing the Setback from Pipelines to Occupied Principal Structures. Member Koukol seconded the motion.

Members discussed the number of feet for the setback and compared where it is now and what will change with the ordinance.

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

A complete copy of Ordinance 25-04 is available in the Office of the County Clerk.

CHAIRMAN'S REPORT

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

APPOINTMENT(S)

Bob Davidson – Raymond Drainage District – 2- year term – September 2027
Andy Nicoletti – County Chief Assessor – 4 year term – March 2029
Tom Casey – Regional Plan Commission – 3-year term – January 2028
Dave Hamman– Regional Plan Commission – 3-year term – January 2028
Ruben Rodriguez – Regional Plan Commission – 3-year term – January 2028

ADJOURNMENT

Member Rodriguez moved to adjourn the County Board Meeting until the next scheduled meeting. Member Gengler 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 January 2025.

Respectfully submitted by,

Debbie Gillette

Kendall County Clerk

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Historic Court House
Court Room
110 W. Madison Street, Yorkville, Illinois
6:30 p.m.
Meeting Minutes of January 13, 2025

CALL TO ORDER

The meeting was called to order by Chairman Wormley at 6:31 p.m.

ROLL CALL

Committee Members Present: Brian DeBolt, Ruben Rodriguez, and Seth Wormley

Committee Members Absent: Elizabeth Flowers and Dan Koukol

Also Present: Matthew H. Asselmeier, Director, Wanda A. Rolf, Office Assistant

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

Member DeBolt made a motion, seconded by Member Rodriguez, to approve the minutes of the November 12, 2024, meeting. With a voice vote of three (3) ayes, the motion carried.

PUBLIC COMMENT

None

EXPENDITURE REPORT

Review of Expenditures from November

The Committee reviewed the Expenditure Report from November 2024.

Review of End of Fiscal Year Escrow Report

The Committee reviewed the Report.

Review of Expenditures from December

The Committee reviewed the Expenditure Report from December 2024.

Chairman Wormley welcomed Member DeBolt to the Committee.

PETITIONS

Petition 24-31 Kendall County Zoning Administrator

Mr. Asselmeier summarized the request.

Effective January 1, 2010, the State of Illinois raised the weight limits on local roads from seventy-three thousand two hundred eighty (73,280) pounds to eighty thousand (80,000)

pounds. Local road authorities could still post roads for lesser amounts, but unposted roads were raised to the higher weight limit.

The zoning regulations for composting facilities, landscaping businesses, and storage facilities for motor vehicles, boats, trailers, and recreational vehicles retained the old number.

Staff was proposing to raise the number to match State regulations. The redlined version of the amendments were as follows:

Section 36-282 (20) (j) (Regulation of Composting Facilities)

Truck weights shall be limited to ~~seventy-three thousand two hundred eighty (73,280)~~ **eighty thousand (80,000)** pounds.

Section 36-282 (32) (b) (Regulation of Landscaping Businesses)

The business shall be located on, and have direct access to, a State, County or collector highway as identified in the County's Land Resource Management Plan, having an all-weather surface, designed to accommodate loads of at least ~~seventy-three thousand two hundred eighty (73,280)~~ **eighty thousand (80,000)** pounds unless otherwise approved in writing by the agency having jurisdiction over said highway. Such approvals shall establish limitations as to the number of employees and types of vehicles coming to and from the site that are engaged in the operation of the use (including delivery vehicles). These restrictions shall be included as controlling conditions of the special use.

Section 36-282 (54) (Regulation of Storage Facilities for Motor Vehicles, Boats, Trailers, and Recreational Vehicles)

Storage facilities for motor vehicles, boats, trailers, and other recreational vehicles, provided that the business shall be located on, and have direct access to, a State, County or collector highway as identified in the County's Land Resource Management Plan, having an all-weather surface, designed to accommodate loads of at least ~~seventy-three thousand two hundred eighty (73,280)~~ **eighty thousand (80,000)** pounds. Unless specifically permitted under a special use permit, all storage shall be in enclosed buildings. Self-storage or mini-warehouse facilities are specifically prohibited in the A-1 Agricultural District.

Petition information was sent to the Townships on October 25, 2024. To date, no comments have been received.

ZPAC reviewed the proposal at their meeting on November 5, 2024, and voted to forward the proposal to the Kendall County Regional Planning Commission 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.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on December 11, 2024. Discussion occurred regarding why the text had not been changed previously. Discussion also occurred regarding input from the Highway Engineer; the Highway Engineer had brought up this issue previously when evaluating special use permits for landscaping business. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on this proposal on December 16, 2024. Nobody from the public testified at the public hearing and the Kendall County Zoning Board of Appeals recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition. The minutes of the hearing were provided.

The draft ordinance was provided.

Member DeBolt made a motion, seconded by Member Rodriguez, to recommend approval of the text amendment.

The votes were as follows:

Yeas (3): DeBolt, Rodriguez, and Wormley

Nays (0): None

Abstain (0): None

Absent (2): Flowers and Koukol

The motion carried.

The proposal will go to the January 21, 2025, Kendall County Board meeting on the consent agenda.

Petition 24-32 Kendall County Zoning Administrator

Mr. Asselmeier summarized the request.

As part of the codification review process, the Sheriff's Department requested that the enforcement regulations for window signs contained in Section 36-1051 (12) be amended.

The redlined version of the text is as follows:

Window signs. Window signs shall be affixed only to the interior surface of the glass and shall not be located on any windows above the first floor of the building. Such signs shall not exceed thirty-five (35) percent of the window surface area for each building face. Signs shall not be affixed in such a manner that a safety hazard to customers or staff of the establishment is created by the obstruction of vision. The **County-Sheriff Zoning**

Administrator or designee shall be empowered to require the removal or relocation of any such sign deemed to be a safety hazard.

To Staff's knowledge, the above section of the Zoning Ordinance portion of the Kendall County Code is the only section of the Zoning Ordinance portion of the Kendall County Code where enforcement was assigned to someone other than the Zoning Administrator or their designee.

Information was sent to the Townships on October 25, 2024. To date, no comments have been received.

ZPAC reviewed the proposal at their meeting on November 5, 2024, and voted to recommend 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.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on December 11, 2024, and recommended approval of the proposal by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on this proposal on December 16, 2024. No members of the public testified at the public hearing. The Kendall County Zoning Board of Appeals recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition. The minutes of the hearing were provided.

The draft ordinance was provided.

Member DeBolt asked how the County would become aware of such violations. Mr. Asselmeier responded that either the County received a complaint or the County observed the sign; in most cases, someone called in the complaint.

Member DeBolt made a motion, seconded by Member Rodriguez, to recommend approval of the text amendment.

The votes were as follows:

Yeas (3): DeBolt, Rodriguez, and Wormley

Nays (0): None

Abstain (0): None

Absent (2): Flowers and Koukol

The motion carried.

The proposal will go to the January 21, 2025, Kendall County Board meeting on the consent agenda.

The proposal will go to the January 21, 2025, Kendall County Board meeting on the consent agenda.

Petition 24-33 Kendall County Zoning Administrator

Mr. Asselmeier summarized the request.

Parks are presently special uses in the A-1, M-1 and M-2 Districts and they are permitted uses in the R-1, R-2, R-3, and RPD Districts.

The Oswegoland Park District operates Winrock Park at 21 Winrock Road, SuzanJohn Park at 29 Hampton Road, and Augusta Lake Park at 116 Augusta Road. Winrock Park is zoned R-7 and the other two (2) parks are zoned R-6.

The above parks are presently legally non-conforming which could create regulatory issues if the Oswegoland Park District decided to make changes to the parks; Staff was not aware of any proposed changes at this time.

Staff proposed to add parks to the list of permitted uses in the R-4, R-5, R-6, and R-7 Districts by amending Section 36-535 adding parks in the appropriate place alphabetically to the list of permitted uses in these districts and related text changes.

No property can be rezoned to the R-4, R-5, R-6, or R-7 zoning districts.

Information was sent to the Townships and Park Districts on October 25, 2024. No comments received.

ZPAC reviewed the proposal at their meeting on November 5, 2024, and voted to recommend 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.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on December 11, 2024, and recommended approval of the proposal by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on this proposal on December 16, 2024. No members of the public testified at the public hearing. It was noted that, if the proposal was approved as proposed, the parks in the applicable zoning district would conform generally to zoning regulations. The Kendall County Zoning Board of Appeals recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition. The minutes of the hearing were provided.

The draft ordinance was provided.

Member DeBolt made a motion, seconded by Member Rodriguez, to recommend approval of the text amendment.

The votes were as follows:

Yeas (3): DeBolt, Rodriguez, and Wormley

Nays (0): None
Abstain (0): None
Absent (2): Flowers and Koukol

The motion carried.

The proposal will go to the January 21, 2025, Kendall County Board meeting on the consent agenda.

Petition 24-34 Kendall County Regional Planning Commission

Mr. Asselmeier summarized the request.

Section 36-247 (7) (a) of the Kendall County Code contains the following regulations regarding the setback of certain pipelines from Occupied Principal Structures:

“All pipelines greater than ten (10) inches in diameter which carry/conduct flammable or hazardous material shall be located a minimum of five hundred (500) feet from any occupied principal structure.”

In July 2024, the Kendall County Regional Planning Commission requested Staff to contact the municipalities and neighboring counties to ask what their regulations were pertaining to setback and the reason for their respective setback. A table with that information was provided.

Staff also contacted a representative from a pipeline company to see what the industry standard was for temporary construction easements. That email was provided.

At their meeting on September 25, 2024, the Kendall County Regional Planning Commission, by a vote of eight (8) in favor and zero (0) in opposition with two (2) members absent voted to initiate a text amendment to the Kendall County Zoning Ordinance reducing the setback from five hundred (500) feet to twenty-five feet (25).

The redlined version of the proposal is as follows:

“All pipelines greater than ten (10) inches in diameter which carry/conduct flammable or hazardous material shall be located a minimum of ~~five hundred (500)~~ **twenty-five (25)** feet from any occupied principal structure.”

The Commission’s reasons for the proposal were as follows:

1. The present five hundred (500) foot regulation negatively impacted a property owner’s ability to use their land by consuming too much land for setback purposes.
2. The present five hundred (500) foot regulation did not address public health and safety. The regulation of pipeline depth more adequate addresses public health and safety. Pipelines become a problem for public health and safety when they are disturbed and, if a pipeline is disturbed, five hundred (500) feet would not be

an adequate setback to prevent property damage.

Information was sent to the Townships on October 25, 2024. No comments received.

ZPAC reviewed the proposal at their meeting on November 5, 2024, and voted to forward the proposal to the Kendall County Regional Planning Commission by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent with the suggestion that the setback be five feet (5') as measured from the permanent easement line instead of being measured from the pipeline. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on December 11, 2024. Discussion occurred regarding the measurement and the suggestion from ZPAC. It was noted that the width of easements and the placement of pipelines within easements also differed. The Kendall County Regional Planning Commission recommended approval of the original proposal by a vote of seven (7) in favor and two (2) in opposition with one (1) member absent. Chairman Ashton and Tom Casey voted no because they believed that five hundred feet (500') was excessive and twenty-five feet (25') was insufficient. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on this proposal on December 16, 2024. No members of the public testified at the public hearing. Discussion occurred regarding property values if homes are placed closer to pipelines. Member Prodehl stated that she did not have enough information to make an informed decision. Member LeCuyer favored a fifty foot (50') setback. The general consensus was that the present regulation was excessive and twenty-five feet (25') was insufficient. The Kendall County Zoning Board of Appeals recommended denial of the proposal by a vote of zero (0) in favor and seven (7) in opposition. The minutes of the hearing were provided.

The draft ordinance was provided.

Member DeBolt felt that twenty-five feet (25') was insufficient, but fifty foot (50') could work. He requested clarification on the Zoning Board of Appeals recommendation. Mr. Asselmeier said the Zoning Board of Appeals favored fifty foot (50').

Chairman Wormley asked where the measurement started and ended. Mr. Asselmeier responded that the measurement starts at the pipeline and goes to the occupied principal structure.

Chairman Wormley expressed concerns regarding the lack of knowledge of where pipelines were located within easements. Pipelines might not be located at the center of easements. As such, he was not in favor of having the measurement based on the location of pipelines.

Member Rodriguez asked about grandfathering. The existing pipelines would be grandfathered. The greater concern was building future homes near pipelines.

Discussion occurred regarding the agricultural exemption in zoning. The proposal was created with future, non-agricultural uses in mind and future expansion of pipelines.

Discussion occurred regarding typical easement widths. Easement widths could vary depending on what is located underground. Legally recorded easements would take precedent over County zoning regulations.

Chairman Wormley favored having the measurement start at the edge of an easement because the location of most easements were recorded. As such, the boundaries of an easement was known while the specific location of a pipeline within an easement was unknown. He discussed having a fifty foot (50') setback from the center of an easement.

Discussion occurred regarding federal regulations.

Discussion occurred regarding having multiple pipes within an easement.

Discussion occurred regarding pipeline safety compared to other forms of transportation of dangerous materials.

For clarity purposes, the measurement would be taken from a permanent easement.

Member Rodriguez asked when the last time the County received a permit application for a structure within the setback based on current regulations. Mr. Asselmeier could not recall a case where this occurred.

Member Rodriguez favored having a drawing illustrating the proposal.

Member DeBolt favored a fifty foot (50') setback.

Discussion occurred regarding changing the proposal to have the setback be fifty feet (50') as measured from the center of the permanent easement to any occupied principal structure.

Discussion occurred regarding wider easements based on the current proposal. The easement would supersede the County regulations.

Chairman Wormley favored having a twenty-five foot (25') setback as measured from the edge of the easement. This would take into account the width of a given easement. Discussion occurred regarding the width of easements at valve sites.

Discussion occurred regarding the process of amending the proposal. Mr. Asselmeier noted that the proposals currently under discussion are more restrictive than what was originally proposed. The Committee could make the proposal stricter without restarting the approval process.

Chairman Wormley favored clearing up the language even if the setback is not necessarily needed.

Chairman Wormley, seconded by Member Rodriguez, made a motion to amend the proposal to set the setback at twenty-five feet (25') as measured from the edges of a permanent easement to the occupied principal structure.

Chairman Wormley provided a history of the proposal.

The total setback would be fifty feet (50') on both sides of an easement.

The votes were as follows:

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

The motion carried.

The proposal will go to the January 21, 2025, Kendall County Board meeting on the regular agenda.

NEW BUSINESS:

Selection of Committee Vice-Chair

Chairman Wormley selected Member Rodriguez as Committee Vice-Chair.

Approval of Annual Renewal of Mobile Home Permit at 13443 Fennel Road

Mr. Asselmeier provided the application for the mobile home permit, which is for a medical reason.

Member DeBolt made a motion, seconded by Member Rodriguez, to approve the application.

The votes were as follows:

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

The motion carried.

Approval of a Request from Lisbon Township to Extend the Deadline to Install Botanicals at 15759 Route 47

Mr. Asselmeier summarized the request.

In July 2022, the County Board approved a special use permit for a governmental building or facility by Ordinance 2022-19 at 15759 Route 47.

Condition 2.B required the installation of botanicals by June 1, 2024.

On May 6, 2024, the Committee approved a request to extend the deadline until December 1, 2024.

On November 12, 2024, the Lisbon Township Highway Commissioner submitted a request to extend the deadline to May 1, 2025.

Chairman Wormley favored granting a longer extension in order to avoid granting additional extensions and to avoid issues if spring is late.

The consensus of the Committee was not to grant additional extensions unless there was a good reason.

Discussion occurred regarding the funding for the project.

Member DeBolt made a motion, seconded by Member Rodriguez, to approve the extension until July 1, 2025, and require Lisbon Township to attend a meeting in the future if additional extensions are necessary.

The votes were as follows:

Yeas (3): DeBolt, Rodriguez, and Wormley

Nays (0): None

Abstain (0): None

Absent (2): Flowers and Koukol

The motion carried.

Update on Stormwater Ordinance Violation at 7821 Route 71

Mr. Asselmeier reported that a stormwater management permit had been issued and closed for the work that previously occurred at the property. The lien for the previous violation was still in place.

Review of 2025 Application Calendar

The Committee reviewed the application calendar.

Short-Term Rental Renewal Update

The Committee reviewed the table of short-term rental licenses.

Kendall County Regional Planning Commission Annual Meeting-February 1, 2025, at 9:00 a.m.

The Committee reviewed the save-the-date information for the meeting.

The Committee will have a special meeting at the same time.

Review of Departmental Policies

Voluntary Compliance/Code Enforcement Policy

Debt-Free Applicant Policy

Stormwater Investigation Cost Policy

Proposed Historic Preservation Commission Policy to Review Demolition and Alteration

Permits at Structures Identified in Historic Structure Surveys

The Committee reviewed the policies.

Update on Planning, Building and Zoning Department Staffing

Mr. Asselmeier reported that at the last Admin/HR meeting, the Committee approved transferring economic development to Administration. The PBZ Department made a job offer to a candidate for the Code Official position; HR is conducting background checks.

OLD BUSINESS:

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

Mr. Asselmeier stated that WBK is waiting for calculation information from the applicant's engineer.

November 14, 2024, Homeowners Association Training Event

The training occurred in the County Board Room. Twelve (12) people from nine (9) organizations attended the training.

REVIEW VIOLATION REPORT:

Review of Violation Report from December 2024

The Committee reviewed the report.

Review of FY23-24 Inspection Report

The Committee reviewed the report.

REVIEW PRE-VIOLATION REPORT:

The Committee reviewed the report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION:

Historic Preservation Organization Meeting-February 19, 2025, at 5:30 p.m., at the Plano Stone Church Community Center

The Committee reviewed the save-the-date information.

The historic preservation award window is now open.

The County is still waiting on the State regarding the application for a Certified Local Government Grant for an historic structure survey of unincorporated Seward and Na-Au-Say Townships.

REVIEW PERMIT REPORT:

Review Permit Report for November 2024

The Committee reviewed the report.

Review Permit Report for December 2024

The Committee reviewed the report.

Review of End of Year Permit Report

The Committee reviewed the report.

REVIEW REVENUE REPORT:

Review of November 2024 Revenue Report

The Committee reviewed the report.

Review of 2011-2024 Revenue Report

The Committee reviewed the report.

Review of December 2024 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 DeBolt, to adjourn. With a voice vote of three (3) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 7:53 p.m.

Minutes prepared by Matthew Asselmeier, Director



**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, January 16, 2025, at 4:00 PM
Meeting Minutes**

Call to Order and Pledge of Allegiance - The Committee of the Whole meeting was called to order at 4:08 p.m. 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	Absent		
Brian DeBolt	Absent		
Elizabeth Flowers		4:10 p.m.	
Dan Koukol	Here		
Jason Peterson	Here		
Ruben Rodriguez	Here		
Brooke Shanley	Absent		
Seth Wormley	Here		

With six (6) members present a quorum was established.

Staff Present: Christina Burns, Latreese Caldwell, Brenda Benz, Jim Webb, Andy Nicoletti, Taylor Cosgrove and Brianna Falk

Approval of Agenda – Member Ruben Rodriguez made a motion to amend the agenda Seconded by Member Peterson. **With six (6) members present voting aye, the motion was carried by a vote of 6 - 0.**

Approval to Forward Claims to County Board – Motion made by Member Peterson, seconded by Member Koukol to forward claims to the next County Board meeting. **With six (6) members present voting aye, the motion was carried by a vote of 6 - 0.**

Committee Reports and Updates –

A. Executime Update

Human Resource Generalist Brenda provided the committee with an update on Executime. Various departments have successfully completed the transition from test to live status in Executime. Administration, Human Resources, GIS, PBZ, and Animal Control have finalized both their first and second payrolls, while the EMA, Coroner's Office, and Highway Department have completed their initial payroll. Departments that will be included in the upcoming payroll are the Public Defender's Office and the Veteran's Assistance Commission. The last rolling date will be early March.

B. Made in Kendall Update

The Economic Development and Administration Committee approved the Made in Kendall program which was announced at the 2024 State of the county address in September. The program recognizes businesses in various categories for goods produced in Kendall County. The MIK committee will consist of EDA Chairman Dan Koukol, IMEC representative Dave Musgrave, WCC Workforce Education Manager Suzanne Markin, and Kendall County Economic Development Coordinator Todd Volker. The county has secured sponsorship from two organizations, BNSF and Waubensee Community College, both of which donated \$1,000 each and will be acknowledged on the award plaques. The program aims to promote manufacturing in Kendall County. Staff plans to honor recipients with a plaque and ten T-shirts for their business employees, as well as a permanent Made in Kendall registry plaque to be displayed at the county building. Committee members expressed their support for the program and look forward to receiving further updates.

New Committee Business

A. Discussion of Strategic Plan Request for Proposal

Christina Burns explained to the Committee that strategic planning is recognized as a best practice for organizations, as it provides clarity on priorities, enhances resource allocation, and allows for the effective anticipation and management of challenges. The County has not engaged in strategic planning in recent history.

Typically, an external facilitator is employed to offer an impartial perspective, professionally guide focus groups and Board workshops, and draft the strategic plan. Staff plans to issue a request for proposals to explore potential facilitators for this strategic planning initiative. These processes can vary in complexity, with different facilitators utilizing distinct methodologies.

Based on the Board's feedback, staff will draft and distribute a request for proposals to a range of firms that specialize in strategic planning for local government entities and will subsequently present a recommendation to the Board. Staff recommends moving forward with the development of a strategic plan RFP that incorporates internal stakeholder engagement, priority setting, and goal establishment. The committee supports this approach.

B. Animal Control's Trap-Neuter-Release (TNR) Program

Taylor Cosgrove provided the committee with an update on the Trap-Neuter-Release program, which is proposed to be funded using existing population control resources. This initiative addresses the significant population of free-roaming feral cats. According to the Illinois Animal Control Act, funds from the County Animal Population budget can be utilized not only for sterilizing adoptable pets but also for pets belonging to low-income households. Currently, Kendall County Animal Control does not have a spay/neuter program specifically for feral cats. Instead, the department offers a voucher program aimed at assisting low-income families. The funds for this program are restricted to families who possess an EBT SNAP Benefits card or have a member with a disability in the household. The public would be responsible for bringing in the feral cats.

Committee members are in favor for this program.

Old Committee Business- None

Department Head and Elected Officials Reports – Christina Burns reported to the committee that the staff is preparing to transition to the temporary space during renovations. The Treasurer's and PBZ office are scheduled to begin their move on Monday and Tuesday, while the Assessments, Administration, and Human Resources offices plan to relocate on Wednesday and Thursday. All offices are expected to be operational by Friday, January 25. Ms. Burns encourages all members to visit the new temporary after staff is settled in.

Public Comment – None

Questions from the Media – None

Chairman's Report –

Andy Nicoletti, County Chief Assessor, informed the committee that he is currently awaiting an approval letter from the state to proceed with the confirmation of his appointments. The Chairman suggested that the appointment remain on the agenda, and if the letter is not received, it will be removed prior to the board meeting.

APPOINTMENTS

Bob Davidson – Raymond Drainage District – 2- year term – September 2027

Andy Nicoletti – County Chief Assessor – 4-year term – March 2029

Tom Casey – Regional Plan Commission – 3-year term – January 2028

Dave Hamman– Regional Plan Commission – 3-year term – January 2028

Ruben Rodriguez – Regional Plan Commission – 3-year term – January 2028

Action Items for County Board

Consent Agenda

- Appointments
- Approval of Claims

Adjournment – Member Flowers made a motion to adjourn the meeting, second by Member Wormley.
With seven (7) members present voting aye, the meeting adjourned at 4:42p.m.

Respectfully Submitted,

Nancy Villa
Executive Administrative Assistant



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 2/18/2025
Subject: Phase 1 Contingency Reduction #12
Prepared by: Dan G. Polvere
Department: Facilities Management

Action Requested:

Review and Approve.

Board/Committee Review:

Facilities & Technology Committee

Fiscal impact:

\$ 1,700 reduction of Phase I Contingency. The remaining contingency is \$ \$13,280.

Background and Discussion:

Contingency Reduction #12 includes:

- 1) Sump Pump Repairs and Adjustments
- 2) Return Air Modification at the Recorder's Office to Reduce HVAC Noise

The total request for Contingency Reduction #12 is \$1,700 with revised contract amounts as follows. **The current available contingency is \$ 13,280.**

- Omega Plumbing \$ 142,702 (\$1,000 increase)
- Jensen's Plumbing \$ 408,951 (\$700 increase)

Staff Recommendation:

Review and Approve.

Attachments:

Contingency Reduction #12

CONTINGENCY REDUCTION

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

PROJECT: Phase One New Office Building

CONTINGENCY REDUCTION #: CR-012

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

DATE: 1/29/2025
CONTRACT DATE:
PROJECT #: 221071

CONSTRUCTION

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

The Contract is changed as follows:

1. Omega Plumbing

Sump pump repairs and adjustments	\$1,000.00
New Contract Amount	\$142,702.00

2. Jensens Plumbing

RA Diffuser modivodations to reduce HVAC noise.	\$700.00
New Contract Amount	\$408,951.00

SUB-TOTAL FOR CONTINGENCY REDUCTION: \$1,700.00

The Original Contingency was:	\$505,200.00
Net Change by previously authorized Contingency Reductions:	\$490,220.00
The Contingency prior to this reduction was:	\$14,980.00
The Contingency will be decreased by this reduction in the amount of:	\$1,700.00
The new Contingency with this reduction will be:	\$13,280.00
The Contract Time will be (increased) (decreased) (unchanged) by:	(0) days
The date of Substantial Completion as of the date of this Allowance Reduction, therefore is:	<u>unchanged.</u>

NOTE: This Allowance 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 superscede 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: County Board Meeting

Meeting Date: 2/18/2025

Subject: Security Automation Systems Agreement RE: Courthouse Key Card Additions

Prepared by: Dan G. Polvere

Department: Facilities Management

Action Requested:

Review and Approve.

Board/Committee Review:

Facilities & Technology Committee

Fiscal impact:

\$41,420 Expense from Public Safety Capital Fund.

Background and Discussion:

The County Board approved \$60,000 in the FY2025 Capital Projects budget for the addition of (16) key card access points in the judicial hallway of the Courthouse to allow better access in the case of emergencies and to decrease public access from the jury deliberation rooms.

Security Automation Systems is the current access control and video surveillance system provider and service contract holder for the Kendall County Courthouse and Jail. As part of this \$41,420 proposal, Security Automation Systems will provide equipment including new card readers, blades, nodes and termination enclosures along with reader installation, head-end installation, system set-up, testing, and touchscreen programming.

With the remaining \$18,580 of the project budget, Facilities Management will provide and install (via in-house techs and vendors): 1) cabling from each reader to the headend equipment locations, 2) low-voltage power at each door, 3) electric door locks, and 4) the cabling from each electric lock to the headend equipment locations.

Staff Recommendation:

Review and Approve.

Attachement:

Security Automation Systems Proposal #: 25018.1



**SECURITY
AUTOMATION
SYSTEMS**

TM

Security Automation Systems, Inc.
8739 Castle Park Drive
Indianapolis, IN 46256
Phone: 317-489-9621
Toll Free: 877-SAS-FORYOU
www.securityautomationsystems.com

Attention: Dan Polvere
Kendall Co Courthouse IL
Email: dpolvere@kendallcountyil.gov

Date: 1/28/2025
PROPOSAL #: 25018.1

Kendall County Courthouse IL – Card Access System Additions

Per our meeting, we have included pricing to provide the security system upgrades listed below for the Kendall County Courthouse.

County Responsibilities

All new cable, conduit, backboxes, cable/conduit/backbox installation, cable terminations, and 120VAC power (if needed) will be the responsibility of the County. The County will provide and install all new Advanced Digital Cable #912208SD (or equiv.) cabling from each reader to the headend equipment locations. The County will provide, install, and terminate all new electric door locks, position switches, and cabling (4-#14, 3-#18) from each new electric lock to the headend equipment locations.

SAS Scope of Work

SAS will provide and install the (16) new card readers listed below. SAS will provide and install (7) additional LenelS2 Blades and (2) additional LenelS2 Nodes for the additional readers. SAS will provide and install (2) wall-mounted door control enclosures for the new door lock cables to be terminated in. SAS will provide and install all I/O cabling for the new door control enclosures and card reader blades. SAS will be responsible for providing reader installation, headend installation, system setup, testing, and touchscreen programming.

New reader/lock locations:

<u>New Reader #</u>	<u>New Reader/Lock Locations</u>	<u>Reader/Lock Cable Headend Locations</u>
#1	Judicial Hallway (JD10) Left Entrance to Passageway (CR115E)	FM02
#2	Judicial Hallway (JD10) Right Entrance to Passageway (CR115F)	FM02
#3	Courtroom (CR115D) Left Entrance to Passageway (CR115E)	FM02
#4	Courtroom (CR115D) Right Entrance to Passageway (CR115F)	FM02
#5	Judicial Hallway (JD10) Left Entrance to Passageway (CR114E)	FM02
#6	Judicial Hallway (JD10) Right Entrance to Passageway (CR114H)	FM02
#7	Courtroom (CR114D) Left Entrance to Passageway (CR114E)	FM02
#8	Courtroom (CR114D) Right Entrance to Passageway (CR114H)	FM02
#9	Judicial Hallway (JD18) to Passageway (CR113E)	FM13
#10	Courtroom (CR113D) to Passageway (CR113E)	FM13
#11	Judicial Hallway (JD20) to Passageway (CR112E)	FM13
#12	Courtroom (CR112D) to Passageway (CR112E)	FM13
#13	Judicial Hallway (JD37) to Passageway (CR111E)	FM13
#14	Courtroom (CR111D) to Passageway (CR111E)	FM13
#15	Hallway (CC28) to Judicial Hallway (JD10)	FM02
#16	Circuit Clerk Office (CC15) to Judicial Hallway (JD10)	FM02

Our price for the system additions is: **\$41,420.00**

EXCLUDED

1. Sales taxes & bonding
2. Cable, conduit, and cable/conduit installation
3. 120VAC power circuits
4. Painting/patching
5. Electrical backboxes
6. Material and labor not listed above
7. Work outside of normal working hours
8. Special lifts or ladders
9. Electric locks and door position switches
10. Electric lock and position switch installation/termination

Accepted by _____
Customer

By 
Brian Mitchell - Security Automation Systems

Date _____

Date January 28, 2025

Limited Exclusive Warranty

Security Automation Systems (SAS) warrants its Work to be free from defects for a period of one year. Warranty coverage does not include the repair of damage caused by the following; 1) use of the system/equipment other than for which it was designed; 2) acts of God; 3) vandalism, neglect or misuse of the equipment; 4) failure of Customer or its designee(s) to provide continuous environmental conditions for which installed equipment is rated; 5) repair or alterations of the system/equipment by a third party that is not approved by SAS. **THIS LIMITED EXCLUSIVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

Any cancelled orders are subject to a 25% cancellation fee, based on the total price of the order. Any applicable restocking fees and associated shipping costs shall be in addition to the 25% cancellation fee.

Terms are Net 30 days. SAS works under the terms of a purchase order. No applicable taxes or bonding have been included in our price. Customer shall be required to provide sales tax exemption certificate upon receipt of order. Shipping and handling are included. We will proceed with the work included in this proposal once we receive a Purchase Order referencing the quote number and amount. The price is valid for 30 days. If you have any questions, please feel free to call.

Brian Mitchell

E-mail: bmitchell@securityautomationsystems.com



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 2/18/2025
Subject: Surplus declaration for County Office Building Generator, Public Safety Center UPS and Facilities Management Van in accordance with Surplus Property/Capital Assets Disposal Policy.
Prepared by: Dan G. Polvere
Department: Facilities Management

Action Requested:

Review and Approve.

Board/Committee Review:

Facilities & Technology Committee

Fiscal impact:

N/A

Background and Discussion:

The County Board approved Resolution 2024-19 adopting the Surplus Property/Capital Assets Disposal Policy. This policy states that the 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 estimate useful life greater than two years.

There are currently (3) items we are requesting declaration as Capital Assets: 1) existing County Office Building generator, 2) old Public Safety Center UPS, and 3) an old Facilities Management van. A fourth item, an old Animal Control van, we are requesting a declaration as Salvage.

Pursuant to the policy, 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 method of disposition for the above listed Capital Assets (generator, UPS and Facilities Management van) will be via Sale at Public or electronic auction. The method of disposition of for the Animal Control van will be via salvaging.

We are currently investigating Public and/or electronic auction options.

Staff Recommendation:

Review and Approve.

Attachments:

Kendall County Resolution 2024-19
(Adopting the Surplus Property/Capital Assets Disposal Policy)



County of Kendall, Illinois
Resolution 2024- 19

RESOLUTION ADOPTING THE SURPLUS PROPERTY/CAPITAL ASSETS DISPOSAL POLICY

WHEREAS, 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

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, 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

WHEREAS, 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; and

WHEREAS, 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); and

WHEREAS, 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.

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

The Kendall County Board hereby adopts the Surplus Property/Capital Assets Disposal
Policy

Approved and adopted by the County Board of Kendall County, Illinois this 20th day of March
2024.



Matt Kellogg, Chairman
County Board



Debbie Gillette
County Clerk



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 2/18/2025
Subject: Eldamain IGA amendment
Prepared by: Christina Burns, County Administrator
Department: Administration

Action Requested:

Approve amendment to the intergovernmental agreement between Kendall County, City of Plano and City of Yorkville regarding recapture of Eldamain Road reconstruction

Board/Committee Review:

The IGA was adopted by the County Board on March 15, 2011

Amendment reviewed by Finance and Budget on June 27, 2024

Fiscal impact:

Total recapture amount will be reduced in accordance with the original IGA based on received grant funding

Background and Discussion:

In 2011, the County approved an intergovernmental agreement with the City of Yorkville and City of Plano to fund the reconstruction of Eldamain Road from Menards to Galena Road. As the lead agency, the County funded the project with the agreement that the municipalities would pass on those costs proportionately to the future benefiting developments.

The IGA was drafted based on projected costs and was not amended to reflect actual costs and grant funds received. The amendment will reduce recapture amounts to \$161.85 per lineal for Yorkville down from \$336.59, and reduce Plano's recapture amount to \$16.74 per foot from \$34.85 per foot. The reductions are calculated based on provisions in the original agreement.

The Plano and Yorkville have each respectively approved the amended agreement.

Staff Recommendation:

Approval of an amendment to the IGA with the City of Yorkville and City of Plano regarding recapture of Eldamain Road reconstruction costs.

Attachments:

- Amendment to the March 15, 2011 Intergovernmental Agreement between Kendall County, City of Plano, and City of Yorkville Governing the Reconstruction of Eldamain Road from Menards to Galena Road
- Intergovernmental Agreement between Kendall County, City of Plano, and City of Yorkville approved March 15, 2011

**AMENDMENT TO THE MARCH 15, 2011 INTERGOVERNMENTAL AGREEMENT
BETWEEN KENDALL COUNTY, CITY OF PLANO, AND CITY OF YORKVILLE
GOVERNING THE RECONSTRUCTION OF ELDAMAIN ROAD FROM MENARDS
TO GALENA ROAD**

THIS AMENDMENT modifies the intergovernmental agreement between Kendall County (“*County*”), City of Plano (“*Plano*”), and City of Yorkville (“*Yorkville*”) approved March 15, 2011 (the “*Agreement*”). For purposes of this Amendment, the County, Plano, and Yorkville shall hereinafter collectively be referred to as the “*Parties*.”

RECITALS

WHEREAS, in 2011, the Parties entered into the Agreement, which set forth the obligations among the parties for sharing the costs of certain improvements to Eldamain Road; and

WHEREAS, under the Agreement, the County would be lead agency and make all payments for the improvements, the total cost of which was estimated to be \$6.3 million; and

WHEREAS, according to paragraph 5 of the Agreement, Plano and Yorkville were to reimburse the County for their shares of the project cost by collecting fees pursuant to recapture agreements when the property along Eldamain Road was developed and annexed into the municipalities; and

WHEREAS, because Plano had already expended \$3.4 million for improvements to Eldamian Road pursuant to a boundary agreement between Plano and Yorkville, Plano would not be obligated to make any contribution under the Agreement until Yorkville’s contributions under the Agreement had exceeded \$3.4 million; and

WHEREAS, based upon 2011 estimates and as set forth in paragraph 9 of the Agreement, Yorkville’s share of the project cost subject to reimbursement was assessed at \$336.59 per lineal foot of frontage on the east side of Eldamain Road (11,290 lineal feet) and Plano’s share of the

project cost subject to reimbursement was assessed at \$34.85 per lineal foot of frontage on the west side of Eldamain Road (11,468 lineal feet); and

WHEREAS, the Agreement provided that in the event federal or state grant funds were used for the project, the municipal contributions would be reduced proportionally so that each municipality's contribution per foot would be as follows: Yorkville = $[1 - \text{Grant Funds}/\$6.3 \text{ million}] \times \336.59 ; Plano = $[1 - \text{Grant Funds}/\$6.3 \text{ million}] \times \34.85 ; and

WHEREAS, the Agreement provided that once the project was completed, the parties would execute an amendment to the Agreement incorporating the final as-built costs and adjusting the municipalities' allocations to reflect those as-built costs; and

WHEREAS, the final construction costs were \$6,741,761.70; and

WHEREAS, the County received grant funds of \$3.5 million; and

WHEREAS, using the formula from the Agreement and incorporating the final construction costs and the grant amount yield the following as the contribution due from each municipality:

Yorkville: $[1 - \$3,500,000/\$6,741,761.70] \times \$336.59 = \161.85 per foot

Plano: $[1 - \$3,500,000/\$6,741,761.70] \times \$34.85 = \16.76 per foot; and

WHEREAS, as directed by paragraph 10 of the Agreement, the parties now agree to amend the Agreement to adjust the reimbursement allocation, based on as-built costs and the receipt of grant funds and calculated in accordance with formula stated in paragraph 12 of the Agreement.

NOW, THEREFORE, the Agreement is amended as follows, effective upon acceptance by all Parties:

1. The foregoing recitals are hereby incorporated into this Amendment as if fully restated in this paragraph 1.
2. The share of Yorkville's reimbursable project costs, estimated at \$336.59 per lineal foot in paragraph 9 of the Agreement, shall be \$161.85 per lineal foot, as calculated based on actual project costs and the County's receipt of \$3.5 million in grant funds.
3. The share of Plano's reimbursable project costs, estimated at \$34.85 per lineal foot in paragraph 9 of the Agreement, shall be \$16.76 per lineal foot, as calculated based on actual project costs and the County's receipt of \$3.5 million in grant funds.
4. Except as specifically modified by this Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

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

City of Yorkville, a municipal
corporation of the State of Illinois

By: _____
Chair, Kendall County Board

By: _____
Mayor

Date: _____

Date: _____

Attest:

Attest:

County Clerk

City Clerk

City of Plano, a municipal
corporation of the State of Illinois

By: _____
Mayor

Date: _____

Attest:

City Clerk

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

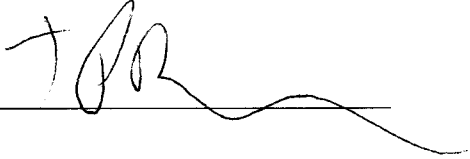
By: _____
Chair, Kendall County Board

Date: _____

Attest:

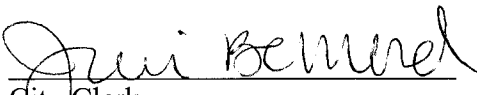
County Clerk

City of Yorkville, a municipal
corporation of the State of Illinois

By: 
Mayor

Date: 12/11/2024

Attest:


City Clerk

City of Plano, a municipal
corporation of the State of Illinois

By: _____
Mayor

Date: _____

Attest:

City Clerk

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

City of Yorkville, a municipal
corporation of the State of Illinois

By: _____
Chair, Kendall County Board

By: _____
Mayor

Date: _____

Date: _____

Attest:

Attest:

County Clerk

City Clerk

City of Plano, a municipal
corporation of the State of Illinois

By: Michael Rennels
Mayor

Date: 8-13-24

Attest:

Carin Martin
City Clerk Deputy Clerk

16AM 11-07

INTERGOVERNMENTAL AGREEMENT

BETWEEN

KENDALL COUNTY, CITY OF PLANO AND CITY OF YORKVILLE

An agreement governing the reconstruction of Eldamain Road from Menards to Galena Road

WHEREAS, Kendall County, the City of Plano, and the City of Yorkville are all units of local government authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220 et seq. and the Illinois Constitution Article VII Sec. 10, and;

WHEREAS, Kendall County, hereinafter referred to as County, has jurisdiction over Eldamain Road for its entirety, and;

WHEREAS, the County seeks to make certain improvements to Eldamain Road from the Menards Distribution Center north to Galena Road to address the growing capacity needs of the roadway, improve public safety and stimulate the economies of local municipalities, and;

WHEREAS, specific improvements for the proposed roadway include the construction of one lane of concrete pavement in each direction, all appropriate turning lanes, paved shoulders, a raised grass median, pavement markings and all other appurtenances necessary to complete the reconstruction of the roadway in accordance with County specifications, and;

WHEREAS, the City of Plano, hereinafter referred to as Plano, has corporate boundaries lying immediately adjacent to and West of the centerline of Eldamain Road; and City of Yorkville, hereinafter referred to as Yorkville, has corporate boundaries lying immediately adjacent to and East of the centerline of Eldamain Road, and;

WHEREAS, both Plano and Yorkville share the vision of the County to make improvements to Eldamain Road from the Menards Distribution Center to Galena Road for reasons aforesaid, and;

WHEREAS, said agencies desire to codify the terms of agreement as they relate to the cost of the project, the recapture of fees, the timing of repayment of fees and expenses, the dedication of necessary rights-of-way, the cost of engineering and any and all other items expressly identified and contained herein.

NOW, THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the parties mutually agree as follows:

1. The above recitals are incorporated herein by reference.
2. The County will prepare or cause to be prepared all documents related to the reconstruction of Eldamain Road from the Menards Distribution Center north to Galena Road, including, but not limited to, engineering plans, specifications, estimates, contracts, bonds, and certificates of insurance, as well as all documentation required for accurate payment of all contractors and subcontractors working on the

3-18-11
Sent 3
originals to
Tom
cc: John Davis

project under the terms and conditions of the contract, identified by the County as Section 07-00096-00-RP, at no cost to Plano and Yorkville.

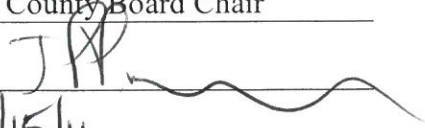
3. The County will acquire necessary rights-of-way for the project, identified as Section 07-00096-00-RP, at no cost to Plano and Yorkville. Plano and Yorkville shall be responsible for acquiring rights of way for future improvements as set forth in paragraph 11 below.
4. As lead agency, the County will cause the reconstruction of Eldamain Road to be completed in a timely manner, and will make payment(s) to those performing the work in accordance with the contract documents.
5. The parties mutually agree that the estimated cost to improve Eldamain Road is \$6.3 million. Said costs shall be divided and assessed equally between the County, Plano and Yorkville, with the municipal shares being assessed per lineal foot of frontage along Eldamain Road. It is the understanding of all parties hereto that the Municipal Corporations, Plano and Yorkville, will not be responsible to directly pay said fees, but shall collect fees pursuant to recapture agreements as permitted by law in any applicable annexation agreement from future municipal developments, and upon receipt of such fees from developers shall turn over those fees to the County as a recapture of costs for construction of the roadway.
6. The City of Plano and the United City of Yorkville have heretofore entered into a Boundary Agreement between the United City of Yorkville, Illinois, and the City of Plano, Illinois, a copy of which has heretofore been filed for record in the Office of the Recorder of Deeds of Kendall County as Document Number 200100005727 and Document Number 200500008114. Said Agreement between the cities provides, at Paragraph 7, for a cost sharing for future improvements to Eldamain Road.
7. Pursuant to the terms of Paragraph 7 of the Boundary Agreement, the City of Plano has already expended the sum of \$3,400,000.00 for improvements to Eldamain Road. The obligation of the City of Plano to contribute further to the costs to improve Eldamain Road contemplated by the Agreement shall not occur until such time as the United City of Yorkville has contributed from recapture fees not less than \$3,400,000.00 to the project as set forth in the following Paragraphs of this Agreement.
8. Based upon current estimates, the City of Plano's share of the costs of the project will be \$2,100,000.00 (1/3rd of \$6,300,000.00). Accordingly, based upon current estimates of cost, the contribution to be collected by the City of Plano will be in the sum of \$400,000.00.
9. Based upon current estimates, the share of the cost to be recaptured by the United City of Yorkville shall be assessed at \$336.59 per lineal foot of frontage on the East side of Eldamain Road (11,290.00 lineal feet) and that the share of the cost to be recaptured by the City of Plano shall be assessed at \$34.85 per lineal foot along the West side of Eldamain Road (11,468 lineal feet), and shall be paid to the County under the following terms. Plano agrees to make every reasonable effort to assess through recapture and collect not less than \$34.85 per lineal foot and Yorkville agrees

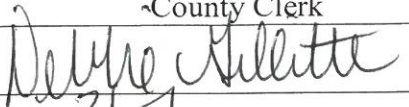
- to make every reasonable effort to assess through recapture and collect not less than \$336.59 per lineal foot from all developments in each respective community that have frontage on Eldamain Road between Menards Distribution Center and Galena Road, excluding those properties that have existing annexation agreements approved as of the date of the signing of this instrument. Collected fees shall be paid to the County not more than 180 days after recording of the final plat for any and all municipal developments that have frontage on Eldamain Road.
10. Upon completion of the improvements and the finalization of the computation of the costs of the project, the parties agree to execute an Amendment to this Agreement incorporating the final "AS BUILT" costs and adjusting, based upon final "AS BUILT" costs, the allocations set forth above.
 11. In order to accommodate future multi-lane improvements, Plano and Yorkville also agree to use their best efforts to acquire from all future developed properties with frontage along Eldamain Road and to grant to the County of Kendall, at no costs to the Cities, not less than 60' nor more than 75' of road right-of-way, measured from the centerline of Eldamain Road to the right-of-way line, along the entire frontage of all developed properties that have frontage along Eldamain Road, at the time of annexation or platting of said developing properties. The exact width of right-of-way required shall be designated by the County Engineer of Kendall County.
 12. In the event federal stimulus funds, or any other federal or state grant funds are allocated for the reconstruction of Eldamain Road, Section 07-00096-00-RP, the municipal share of recapture costs, identified above, shall be reduced proportionally for both Plano and Yorkville. Specifically, recapture costs per lineal foot shall be reduced to equal the following: Yorkville: $[1 - \text{Grant Funds} / \$6.3 \text{ million}] \times \336.59 ; Plano: $[1 - \text{Grant Funds} / \$6.3 \text{ million}] \times \34.85 .
 13. This Agreement is executed in triplicate and each party shall retain one completely executed copy, each of which is deemed an original.
 14. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by all parties.
 15. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
 16. This agreement shall be in full force and effect for a period of 20 years from the date of execution of the agreement.
 17. This Agreement may be terminated only by mutual consent of all of the parties acknowledged in writing.

IN WITNESS WHEREOF, the parties mutually agree to the terms and conditions contained herein.

FOR THE COUNTY

ATTEST

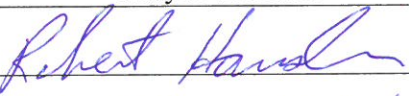
NAME John Purcell
TITLE County Board Chair
SIGNATURE 
DATE 3/15/11

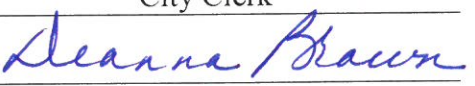
Debbie Gillette
County Clerk

3/15/11

SEAL

FOR THE CITY OF PLANO

ATTEST

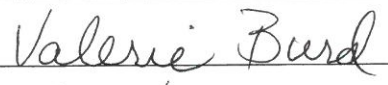
NAME Robert Hausler
TITLE Mayor of Plano
SIGNATURE 
DATE 2-28-2011

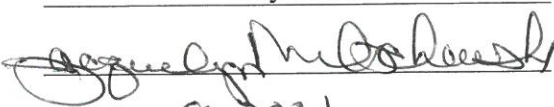
Deanna Brown
City Clerk

3-2-11

SEAL

FOR THE CITY OF YORKVILLE

ATTEST

NAME Valerie Burd
TITLE Mayor of Yorkville
SIGNATURE 
DATE 2/22/2011

Jacquelyn Milschewski
City Clerk

2-8-2011

SEAL



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 2/18/2025
Subject: Approval of to Publish the 2025 Noxious Weed Notice
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

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

Board/Committee Review:

Planning, Building and Zoning Committee – Approval (4-0-1) on February 10, 2025

Fiscal impact:

The cost is unchanged from 2024.

Background and Discussion:

Kendall County is required by Illinois law to publish a noxious weed notice at least one (1) time per year in a newspaper of general circulation within the County. Kendall County's Noxious Weed Work Plan, adopted in October 2024, called for the publication of the notice within the first quarter of 2025.

Staff Recommendation:

Approval

Attachments:

Proposed Notice

PUBLIC NOTICE

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

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

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

Date at Yorkville, Kendall County, Illinois, this
18th day of February, 2025.
Month Year

Signed: _____
Matt Kellogg
Kendall County Weed Control Authority



Kendall County Agenda Briefing

Meeting Type: Planning, Building and Zoning
Meeting Date: 2/10/2025
Subject: Approval of IGA Between Kendall County and Yorkville for Building Inspection Services
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

Approval of an Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois

Previous Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

The Intergovernmental Agreement between Kendall County and the United City of Yorkville for reciprocal building inspection services expires February 20, 2025.

A renewal proposal is attached to this memo. Other than dates, no other changes are proposed.

In 2024, Yorkville conducted twenty-eight (28) inspections for the County and the County conducted zero (0) inspections for Yorkville.

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

Staff Recommendation:

Approval

Attachments:

Proposed Agreement

COUNTY OF KENDALL, ILLINOIS
RESOLUTION 2025-__

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

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

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

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

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

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

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

Approved and adopted by the County Board of Kendall County, Illinois, this 18th day of February, 2025.

Board Chairman Signature:

Attest:

Matt Kellogg, Chairman
County Board

Debbie Gillette
County Clerk

Exhibit A
INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING
INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS
AND THE UNITED CITY OF YORKVILLE, ILLINOIS - 2025

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

WITNESSETH:

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

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

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

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

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

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

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

Section 2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

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

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

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

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

If to the City: Community Development Director
United City of Yorkville Building Safety and Zoning
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Fax: 630-553-7264

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

Section 17. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

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

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

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

Section 20. When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

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

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

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

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

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

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

Section 25. Kendall County and the City each hereby warrant and represent that their

respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the date below in the United City of Yorkville, Illinois.

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

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

By: _____
Chair, Kendall County Board

By: _____
Mayor

Date: _____

Date: _____

Attest:

Attest:

County Clerk

City Clerk



District	County	Resolution Number	Resolution Type	Section Number
3	Kendall		Supplemental	25-00000-00-GM

BE IT RESOLVED, by the Board of the County of
Governing Body Type Local Public Agency Type
Kendall County Illinois that there is hereby appropriated the sum of
Name of Local Public Agency
Two Million Seven Hundred Dollars and 00/100 Dollars (\$2,700,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

01/01/25 to 12/31/25
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Kendall County
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Debbie Gillette County Clerk in and for said County
Name of Clerk Local Public Agency Type Local Public Agency Type
of Kendall County in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Kendall County at a meeting held on 02/18/25
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18th day of February, 2025
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

APPROVED

Regional Engineer Signature & Date
Department of Transportation

--

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Approved	The Department of Transportation representative shall sign and date here upon approval.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)

**AMENDMENT TO THE MAY 18, 2010 INTERGOVERNMENTAL AGREEMENT
BETWEEN KENDALL COUNTY AND BIG GROVE ROAD DISTRICT CONCERNING
THE STORAGE OF BULK ROCK SALT**

THIS AMENDMENT (this “Amendment”) dated this ____ day of _____, 2025, modifies the intergovernmental agreement between Kendall County (the “*County*”) and Big Grove Road District, approved May 18, 2010 (the “*Agreement*”). For purposes of this Amendment, the County and Big Grove Road District shall hereinafter collectively be referred to as the “*Parties*.”

RECITALS

WHEREAS, in 2010, the Parties entered into the Agreement, which set forth the obligations among the parties for the storage of bulk salt for highway application in the County’s facility located at 6780 Route 47, Yorkville, IL (hereinafter “the Facility”); and

WHEREAS, the Agreement provided that Big Grove Road District would pay an annual maintenance fee of \$250 to the County, payable on or before January 1 of each and every year the Agreement is in full force and effect; and

WHEREAS, as directed by paragraph 14 of the Agreement, the Parties now agree to amend the Agreement to adjust the annual maintenance fee to be paid to the County.

NOW, THEREFORE, the Agreement is amended as follows, effective upon acceptance by all Parties:

1. The foregoing recitals are hereby incorporated into this Amendment as if fully restated in this paragraph 1.
2. The annual maintenance fee of \$250 that Big Grove Road District was to pay to the County under paragraph 4 of the Agreement will be increased to \$500 starting with the payment due on January 1, 2026 and will continue to be due on or before January 1 of each and every year the Agreement is in full force and effect.

3. Except as specifically modified by this Amendment, the Agreement remains in full force and effect.
4. The term of the Agreement as provided in paragraph 15 thereof is not extended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Tom Richards
Big Grove Township Highway Commissioner

Date

Matt Kellogg
Kendall County Board Chair

Date

I, Debbie Gillette, County Clerk in and for Kendall County, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an Intergovernmental Agreement approved by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D. 2025.

Debbie Gillette – County Clerk

(Seal)

**AMENDMENT TO THE MAY 18, 2010 INTERGOVERNMENTAL AGREEMENT
BETWEEN KENDALL COUNTY AND BRISTOL ROAD DISTRICT CONCERNING
THE STORAGE OF BULK ROCK SALT**

THIS AMENDMENT (this “Amendment”) dated this ____ day of _____, 2025, modifies the intergovernmental agreement between Kendall County (the “*County*”) and Bristol Road District, approved May 18, 2010 (the “*Agreement*”). For purposes of this Amendment, the County and Bristol Road District shall hereinafter collectively be referred to as the “*Parties*.”

RECITALS

WHEREAS, in 2010, the Parties entered into the Agreement, which set forth the obligations among the parties for the storage of bulk salt for highway application in the County’s facility located at 6780 Route 47, Yorkville, IL (hereinafter “the Facility”); and

WHEREAS, the Agreement provided that Bristol Road District would pay an annual maintenance fee of \$250 to the County, payable on or before January 1 of each and every year the Agreement is in full force and effect; and

WHEREAS, as directed by paragraph 14 of the Agreement, the Parties now agree to amend the Agreement to adjust the annual maintenance fee to be paid to the County.

NOW, THEREFORE, the Agreement is amended as follows, effective upon acceptance by all Parties:

1. The foregoing recitals are hereby incorporated into this Amendment as if fully restated in this paragraph 1.
2. The annual maintenance fee of \$250 that Bristol Road District was to pay to the County under paragraph 4 of the Agreement will be increased to \$500 starting with the payment due on January 1, 2026 and will continue to be due on or before January 1 of each and every year the Agreement is in full force and effect.

3. Except as specifically modified by this Amendment, the Agreement remains in full force and effect.
4. The term of the Agreement as provided in paragraph 15 thereof is not extended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Jonathan Grote
Bristol Township Highway Commissioner

Date

Matt Kellogg
Kendall County Board Chair

Date

I, Debbie Gillette, County Clerk in and for Kendall County, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an Intergovernmental Agreement approved by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D. 2025.

Debbie Gillette – County Clerk

(Seal)

**AMENDMENT TO THE MAY 18, 2010 INTERGOVERNMENTAL AGREEMENT
BETWEEN KENDALL COUNTY AND FOX ROAD DISTRICT CONCERNING THE
STORAGE OF BULK ROCK SALT**

THIS AMENDMENT (this “Amendment”) dated this ____ day of _____, 2025, modifies the intergovernmental agreement between Kendall County (the “*County*”) and Fox Road District, approved May 18, 2010 (the “*Agreement*”). For purposes of this Amendment, the County and Fox Road District shall hereinafter collectively be referred to as the “*Parties*.”

RECITALS

WHEREAS, in 2010, the Parties entered into the Agreement, which set forth the obligations among the parties for the storage of bulk salt for highway application in the County’s facility located at 6780 Route 47, Yorkville, IL (hereinafter “the Facility”); and

WHEREAS, the Agreement provided that Fox Road District would pay an annual maintenance fee of \$250 to the County, payable on or before January 1 of each and every year the Agreement is in full force and effect; and

WHEREAS, as directed by paragraph 14 of the Agreement, the Parties now agree to amend the Agreement to adjust the annual maintenance fee to be paid to the County.

NOW, THEREFORE, the Agreement is amended as follows, effective upon acceptance by all Parties:

1. The foregoing recitals are hereby incorporated into this Amendment as if fully restated in this paragraph 1.
2. The annual maintenance fee of \$250 that Fox Road District was to pay to the County under paragraph 4 of the Agreement will be increased to \$500 starting with the payment due on January 1, 2026 and will continue to be due on or before January 1 of each and every year the Agreement is in full force and effect.

3. Except as specifically modified by this Amendment, the Agreement remains in full force and effect.
4. The term of the Agreement as provided in paragraph 15 thereof is not extended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Brad Mathre
Fox Township Highway Commissioner

Date

Matt Kellogg
Kendall County Board Chair

Date

I, Debbie Gillette, County Clerk in and for Kendall County, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an Intergovernmental Agreement approved by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D. 2025.

Debbie Gillette – County Clerk

(Seal)

**AMENDMENT TO THE MAY 18, 2010 INTERGOVERNMENTAL AGREEMENT
BETWEEN KENDALL COUNTY AND KENDALL ROAD DISTRICT CONCERNING
THE STORAGE OF BULK ROCK SALT**

THIS AMENDMENT (this “Amendment”) dated this ____ day of _____, 2025, modifies the intergovernmental agreement between Kendall County (the “County”) and Kendall Road District, approved May 18, 2010 (the “Agreement”). For purposes of this Amendment, the County and Kendall Road District shall hereinafter collectively be referred to as the “Parties.”

RECITALS

WHEREAS, in 2010, the Parties entered into the Agreement, which set forth the obligations among the parties for the storage of bulk salt for highway application in the County’s facility located at 6780 Route 47, Yorkville, IL (hereinafter “the Facility”); and

WHEREAS, the Agreement provided that Kendall Road District would pay an annual maintenance fee of \$250 to the County, payable on or before January 1 of each and every year the Agreement is in full force and effect; and

WHEREAS, as directed by paragraph 14 of the Agreement, the Parties now agree to amend the Agreement to adjust the annual maintenance fee to be paid to the County.

NOW, THEREFORE, the Agreement is amended as follows, effective upon acceptance by all Parties:

1. The foregoing recitals are hereby incorporated into this Amendment as if fully restated in this paragraph 1.
2. The annual maintenance fee of \$250 that Kendall Road District was to pay to the County under paragraph 4 of the Agreement will be increased to \$500 starting with the payment due on January 1, 2026 and will continue to be due on or before January 1 of each and every year the Agreement is in full force and effect.

3. Except as specifically modified by this Amendment, the Agreement remains in full force and effect.
4. The term of the Agreement as provided in paragraph 15 thereof is not extended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Doug Westphal
Kendall Township Highway Commissioner

Date

Matt Kellogg
Kendall County Board Chair

Date

I, Debbie Gillette, County Clerk in and for Kendall County, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an Intergovernmental Agreement approved by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D. 2025.

Debbie Gillette – County Clerk

(Seal)

**AMENDMENT TO THE MAY 18, 2010 INTERGOVERNMENTAL AGREEMENT
BETWEEN KENDALL COUNTY AND LISBON ROAD DISTRICT CONCERNING
THE STORAGE OF BULK ROCK SALT**

THIS AMENDMENT (this “Amendment”) dated this ____ day of _____, 2025, modifies the intergovernmental agreement between Kendall County (the “*County*”) and Lisbon Road District, approved May 18, 2010 (the “*Agreement*”). For purposes of this Amendment, the County and Lisbon Road District shall hereinafter collectively be referred to as the “*Parties*.”

RECITALS

WHEREAS, in 2010, the Parties entered into the Agreement, which set forth the obligations among the parties for the storage of bulk salt for highway application in the County’s facility located at 6780 Route 47, Yorkville, IL (hereinafter “the Facility”); and

WHEREAS, the Agreement provided that Lisbon Road District would pay an annual maintenance fee of \$250 to the County, payable on or before January 1 of each and every year the Agreement is in full force and effect; and

WHEREAS, as directed by paragraph 14 of the Agreement, the Parties now agree to amend the Agreement to adjust the annual maintenance fee to be paid to the County.

NOW, THEREFORE, the Agreement is amended as follows, effective upon acceptance by all Parties:

1. The foregoing recitals are hereby incorporated into this Amendment as if fully restated in this paragraph 1.
2. The annual maintenance fee of \$250 that Lisbon Road District was to pay to the County under paragraph 4 of the Agreement will be increased to \$500 starting with the payment due on January 1, 2026 and will continue to be due on or before January 1 of each and every year the Agreement is in full force and effect.

3. Except as specifically modified by this Amendment, the Agreement remains in full force and effect.
4. The term of the Agreement as provided in paragraph 15 thereof is not extended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Corey Jacobson
Lisbon Township Highway Commissioner

Date

Matt Kellogg
Kendall County Board Chair

Date

I, Debbie Gillette, County Clerk in and for Kendall County, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an Intergovernmental Agreement approved by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D. 2025.

Debbie Gillette – County Clerk

(Seal)

**AMENDMENT TO THE MAY 18, 2010 INTERGOVERNMENTAL AGREEMENT
BETWEEN KENDALL COUNTY AND LITTLE ROCK ROAD DISTRICT
CONCERNING THE STORAGE OF BULK ROCK SALT**

THIS AMENDMENT (this “Amendment”) dated this ____ day of _____, 2025, modifies the intergovernmental agreement between Kendall County (the “*County*”) and Little Rock Road District, approved May 18, 2010 (the “*Agreement*”). For purposes of this Amendment, the County and Little Rock Road District shall hereinafter collectively be referred to as the “*Parties*.”

RECITALS

WHEREAS, in 2010, the Parties entered into the Agreement, which set forth the obligations among the parties for the storage of bulk salt for highway application in the County’s facility located at 6780 Route 47, Yorkville, IL (hereinafter “the Facility”); and

WHEREAS, the Agreement provided that Little Rock Road District would pay an annual maintenance fee of \$250 to the County, payable on or before January 1 of each and every year the Agreement is in full force and effect; and

WHEREAS, as directed by paragraph 14 of the Agreement, the Parties now agree to amend the Agreement to adjust the annual maintenance fee to be paid to the County.

NOW, THEREFORE, the Agreement is amended as follows, effective upon acceptance by all Parties:

1. The foregoing recitals are hereby incorporated into this Amendment as if fully restated in this paragraph 1.
2. The annual maintenance fee of \$250 that Little Rock Road District was to pay to the County under paragraph 4 of the Agreement will be increased to \$500 starting with the payment due on January 1, 2026 and will continue to be due on or before January 1 of each and every year the Agreement is in full force and effect.

3. Except as specifically modified by this Amendment, the Agreement remains in full force and effect.
4. The term of the Agreement as provided in paragraph 15 thereof is not extended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Richard Wade
Little Rock Township Highway Commissioner

Date

Matt Kellogg
Kendall County Board Chair

Date

I, Debbie Gillette, County Clerk in and for Kendall County, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an Intergovernmental Agreement approved by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D. 2025.

Debbie Gillette – County Clerk

(Seal)

**AMENDMENT TO THE MAY 18, 2010 INTERGOVERNMENTAL AGREEMENT
BETWEEN KENDALL COUNTY AND NA-AU-SAY ROAD DISTRICT CONCERNING
THE STORAGE OF BULK ROCK SALT**

THIS AMENDMENT (this “Amendment”) dated this ____ day of _____, 2025, modifies the intergovernmental agreement between Kendall County (the “*County*”) and Na-Au-Say Road District, approved May 18, 2010 (the “*Agreement*”). For purposes of this Amendment, the County and Na-Au-Say Road District shall hereinafter collectively be referred to as the “*Parties*.”

RECITALS

WHEREAS, in 2010, the Parties entered into the Agreement, which set forth the obligations among the parties for the storage of bulk salt for highway application in the County’s facility located at 6780 Route 47, Yorkville, IL (hereinafter “the Facility”); and

WHEREAS, the Agreement provided that Na-Au-Say Road District would pay an annual maintenance fee of \$250 to the County, payable on or before January 1 of each and every year the Agreement is in full force and effect; and

WHEREAS, as directed by paragraph 14 of the Agreement, the Parties now agree to amend the Agreement to adjust the annual maintenance fee to be paid to the County.

NOW, THEREFORE, the Agreement is amended as follows, effective upon acceptance by all Parties:

1. The foregoing recitals are hereby incorporated into this Amendment as if fully restated in this paragraph 1.
2. The annual maintenance fee of \$250 that Na-Au-Say Road District was to pay to the County under paragraph 4 of the Agreement will be increased to \$500 starting with the payment due on January 1, 2026 and will continue to be due on or before January 1 of each and every year the Agreement is in full force and effect.

3. Except as specifically modified by this Amendment, the Agreement remains in full force and effect.
4. The term of the Agreement as provided in paragraph 15 thereof is not extended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Gary Hostert
Na-Au-Say Township Highway Commissioner

Date

Matt Kellogg
Kendall County Board Chair

Date

I, Debbie Gillette, County Clerk in and for Kendall County, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an Intergovernmental Agreement approved by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D. 2025.

Debbie Gillette – County Clerk

(Seal)

**AMENDMENT TO THE MAY 18, 2010 INTERGOVERNMENTAL AGREEMENT
BETWEEN KENDALL COUNTY AND OSWEGO ROAD DISTRICT CONCERNING
THE STORAGE OF BULK ROCK SALT**

THIS AMENDMENT (this “Amendment”) dated this ____ day of _____, 2025, modifies the intergovernmental agreement between Kendall County (the “*County*”) and Oswego Road District, approved May 18, 2010 (the “*Agreement*”). For purposes of this Amendment, the County and Oswego Road District shall hereinafter collectively be referred to as the “*Parties*.”

RECITALS

WHEREAS, in 2010, the Parties entered into the Agreement, which set forth the obligations among the parties for the storage of bulk salt for highway application in the County’s facility located at 6780 Route 47, Yorkville, IL (hereinafter “the Facility”); and

WHEREAS, the Agreement provided that Oswego Road District would pay an annual maintenance fee of \$250 to the County, payable on or before January 1 of each and every year the Agreement is in full force and effect; and

WHEREAS, as directed by paragraph 14 of the Agreement, the Parties now agree to amend the Agreement to adjust the annual maintenance fee to be paid to the County.

NOW, THEREFORE, the Agreement is amended as follows, effective upon acceptance by all Parties:

1. The foregoing recitals are hereby incorporated into this Amendment as if fully restated in this paragraph 1.
2. The annual maintenance fee of \$250 that Oswego Road District was to pay to the County under paragraph 4 of the Agreement will be increased to \$500 starting with the payment due on January 1, 2026 and will continue to be due on or before January 1 of each and every year the Agreement is in full force and effect.

3. Except as specifically modified by this Amendment, the Agreement remains in full force and effect.
4. The term of the Agreement as provided in paragraph 15 thereof is not extended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Claude Ainsworth
Oswego Township Highway Commissioner

Date

Matt Kellogg
Kendall County Board Chair

Date

I, Debbie Gillette, County Clerk in and for Kendall County, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an Intergovernmental Agreement approved by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D. 2025.

Debbie Gillette – County Clerk

(Seal)

**AMENDMENT TO THE MAY 18, 2010 INTERGOVERNMENTAL AGREEMENT
BETWEEN KENDALL COUNTY AND SEWARD ROAD DISTRICT CONCERNING
THE STORAGE OF BULK ROCK SALT**

THIS AMENDMENT (this “Amendment”) dated this ____ day of _____, 2025, modifies the intergovernmental agreement between Kendall County (the “*County*”) and Seward Road District, approved May 18, 2010 (the “*Agreement*”). For purposes of this Amendment, the County and Seward Road District shall hereinafter collectively be referred to as the “*Parties*. ”

RECITALS

WHEREAS, in 2010, the Parties entered into the Agreement, which set forth the obligations among the parties for the storage of bulk salt for highway application in the County’s facility located at 6780 Route 47, Yorkville, IL (hereinafter “the Facility”); and

WHEREAS, the Agreement provided that Seward Road District would pay an annual maintenance fee of \$250 to the County, payable on or before January 1 of each and every year the Agreement is in full force and effect; and

WHEREAS, as directed by paragraph 14 of the Agreement, the Parties now agree to amend the Agreement to adjust the annual maintenance fee to be paid to the County.

NOW, THEREFORE, the Agreement is amended as follows, effective upon acceptance by all Parties:

1. The foregoing recitals are hereby incorporated into this Amendment as if fully restated in this paragraph 1.
2. The annual maintenance fee of \$250 that Seward Road District was to pay to the County under paragraph 4 of the Agreement will be increased to \$500 starting with the payment due on January 1, 2026 and will continue to be due on or before January 1 of each and every year the Agreement is in full force and effect.

3. Except as specifically modified by this Amendment, the Agreement remains in full force and effect.
4. The term of the Agreement as provided in paragraph 15 thereof is not extended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Scott Cryder
Seward Township Highway Commissioner

Date

Matt Kellogg
Kendall County Board Chair

Date

I, Debbie Gillette, County Clerk in and for Kendall County, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an Intergovernmental Agreement approved by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D. 2025.

Debbie Gillette – County Clerk

(Seal)

**AMENDMENT TO THE JULY 20, 2010 INTERGOVERNMENTAL AGREEMENT
BETWEEN KENDALL COUNTY AND CITY OF PLANO CONCERNING THE
STORAGE OF BULK ROCK SALT**

THIS AMENDMENT (this “Amendment”) dated this ____ day of _____, 2025, modifies the intergovernmental agreement between Kendall County (the “*County*”) and City of Plano, approved July 20, 2010 (the “*Agreement*”). For purposes of this Amendment, the County and City of Plano shall hereinafter collectively be referred to as the “*Parties*.”

RECITALS

WHEREAS, in 2010, the Parties entered into the Agreement, which set forth the obligations among the parties for the storage of bulk salt for highway application in the County’s facility located at 6780 Route 47, Yorkville, IL (hereinafter “the Facility”); and

WHEREAS, the Agreement provided that City of Plano would pay an annual maintenance fee of \$250 to the County, payable on or before January 1 of each and every year the Agreement is in full force and effect; and

WHEREAS, as directed by paragraph 14 of the Agreement, the Parties now agree to amend the Agreement to adjust the annual maintenance fee to be paid to the County.

NOW, THEREFORE, the Agreement is amended as follows, effective upon acceptance by all Parties:

1. The foregoing recitals are hereby incorporated into this Amendment as if fully restated in this paragraph 1.
2. The annual maintenance fee of \$250 that City of Plano was to pay to the County under paragraph 4 of the Agreement will be increased to \$500 starting with the payment due on January 1, 2026 and will continue to be due on or before January 1 of each and every year the Agreement is in full force and effect.

3. Except as specifically modified by this Amendment, the Agreement remains in full force and effect.
4. The term of the Agreement as provided in paragraph 15 thereof is not extended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Mike Rennels
Mayor of Plano

Date

Matt Kellogg
Kendall County Board Chair

Date

I, Debbie Gillette, County Clerk in and for Kendall County, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an Intergovernmental Agreement approved by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D. 2025.

Debbie Gillette – County Clerk

(Seal)



Construction Engineering Services Supplement #1 Agreement

ENGINEERING CONSULTANT	
Name	HR Green, Inc.
Address	2363 Sequoia Drive, Suite 101
City/State/Zip	Aurora, IL 60506

This Agreement is made and entered into this _____ day of _____, 20__ between Kendall County (hereinafter referred to as "COUNTY") and Engineering Consultant listed above (hereinafter referred to as "ENGINEER") and covers certain professional engineering services in connection with the Project Identification.

PROJECT IDENTIFICATION

Section No. 19-00154-00-FP
Route(s) FAU Route 2514 (Collins Rd) & FAU Route 3792 (Minkler Rd) & FAU 2507 (Grove Rd)
Termini Minkler Rd to Grove Rd
Structure No.(s) 047-3182
Description Supplement #1 to Phase III Construction Engineering Services for the extension of Collins Rd from Minkler Rd to Grove Rd including the construction of two roundabouts and a box culvert over Morgan Creek.

ENGINEERING SERVICES & PAYMENT

The ENGINEER Agrees

1. To perform, or be responsible for the performance of, the following basic engineering services for the COUNTY in connection with the proposed improvements herein before described and checked below:
 - a. ☐ Make detailed land surveys as are necessary for the preparation of detailed roadway plans
 - b. ☐ Make stream and flood plain hydraulic surveys, gather stream data, and prepare detailed bridge plans
 - c. ☐ Make subsurface investigations, including soil borings, as required for design of the improvement
 - d. ☐ Perform traffic studies and counts, providing sufficient data for design of the proposed improvement
 - e. ☐ Prepare applicable permits for ACOE, IDNR, IEPA, and others necessary for design of the improvement
 - f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, including associated supporting documents
 - g. ☐ Make complete plans, specifications and estimates for proposed improvement, including 5 copies to COUNTY
 - h. ☐ Furnish County with legal descriptions, right-of-way plans, and/or field staking for all proposed acquisitions
 - i. ☐ Assist the County in the tabulation and interpretation of the contractor's proposals
 - j. ☐ Prepare the necessary environmental documents in accordance with procedures adopted by IDOT-BLRS
 - k. ☐ Prepare the Project Development Report when required by the COUNTY
 - l. ☒ Phase III Construction Engineering Services

2. The reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the Agreement will be in accordance with current standard specifications and policies of the Illinois Department of Transportation, or those specifications and policies amended by the COUNTY, with the understanding that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the COUNTY.
3. To attend conferences at any reasonable time when requested to do so by representatives of the COUNTY.
4. In the event plans or surveys are found to be in error during construction of the improvement, and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he/she will perform such work without expense to the COUNTY, even though final payment has been received. The ENGINEER shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this Agreement will be made available, upon request, to the COUNTY without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the ENGINEER pursuant to this Agreement will be endorsed by the ENGINEER and will show the ENGINEER'S professional seal where such is required by law.
7. To submit a Scoping Worksheet, attached hereto and incorporated into this Agreement as Exhibit A. Said worksheet shall provide a breakdown of anticipated basic engineering tasks, work-hour estimates, and summary of tasks and costs to be performed under this Agreement.

The COUNTY Agrees

1. To compensate the ENGINEER for basic engineering services outlined herein at the hourly rates attached hereto and incorporated into this Agreement as Exhibit B, which will be considered payment in full for actual employee time utilized to provide the required services. Said rates included overhead and burden costs plus profit. The upper limit of compensation for the completion of all services required under this Agreement shall not exceed:

\$49,863.00

The upper limit of compensation includes all services described above and on the attached Exhibit A, including direct out-of-pocket expenses. For direct out-of-pocket expenses, the ENGINEER will be reimbursed at the actual cost of the item. Any additional services the COUNTY may require beyond those set forth above or on the attached Exhibit A will be charged at the rates identified in Exhibit B, and shall be considered an addition to the upper limit of compensation. The COUNTY shall not provide compensation for any additional services above the upper limit of compensation unless those additional services are pre-approved in writing by the COUNTY.

2. That payments due the ENGINEER for services rendered in accordance with this Agreement shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*). ENGINEER shall provide the COUNTY with a detailed invoice showing all hours worked.
3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1l, and prior to the completion of such services, the COUNTY shall reimburse the ENGINEER at the attached hourly rates for the services actually rendered prior to such abandonment, but in no event shall the reimbursement exceed the upper limit of compensation.
4. That all reports, plans, surveys, computations, and other information prepared or provided as deliverables to the COUNTY are instruments of service. COUNTY shall not reuse or make modifications to the instruments of service without written authorization by ENGINEER. COUNTY agrees that any unauthorized use or misuse of instruments of service is at COUNTY's sole risk and without liability to the ENGINEER

AGREEMENT PROVISIONS

In the event of a conflict between these Agreement Provisions and any preceding part of this Agreement, the Agreement Provisions shall control. The parties mutually agree to amend and incorporate the Agreement with the following terms:

1. This Agreement may be terminated by the COUNTY upon giving notice in writing to the ENGINEER at their last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the COUNTY all surveys, permits, agreements, preliminary bridge design & hydraulic reports, drawings, specifications, partial and completed estimates and data, if any, from traffic studies and soil surveys and subsurface investigations with the understanding that all such material becomes the property of the COUNTY. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 3 of "The COUNTY Agrees." 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. COUNTY shall not be liable for those costs and expenses resulting from ENGINEER's failure to mitigate such losses. Further, COUNTY shall not be responsible for salaries, overhead and fees accrued after the Agreement's termination. COUNTY shall not be liable for any other additional payments, penalties and/or early termination charges.
2. The ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability.
3. The 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.
4. ENGINEER shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its past, present and future elected officials, department heads; employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by ENGINEER of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, omissions or misconduct of ENGINEER in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting Releasees 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 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove ENGINEER's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

5. The 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) calendar days prior written notice, given by the insurance carrier to COUNTY at the address set forth herein.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

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

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

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

Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions) Insurance: Professional insurance with limit 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, COUNTY shall be entitled to the broader coverage and/or the 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 COUNTY.

Additional Insured Status: COUNTY and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of 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 (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

Waiver of Subrogation: ENGINEER hereby grants to COUNTY and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said ENGINEER may acquire against COUNTY 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 COUNTY has received a waiver of subrogation endorsement from the insurer.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the ENGINEER must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: ENGINEER shall furnish COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to COUNTY before

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

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

6. The ENGINEER certifies that it, 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). ENGINEER further certifies by signing the Agreement that ENGINEER, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has ENGINEER made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
7. The ENGINEER certifies that it, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
8. The 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.*
9. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
10. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the COUNTY, to: Kendall County Highway Department, Attention: County Engineer, 6780 Route 47, Yorkville, Illinois, 60560, fax (630) 553-9583 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 the name and address provided on the signature page of this Agreement.
11. 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.
12. COUNTY and ENGINEER each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
13. In the event the 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 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 non-appropriation of funds, the parties each have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No penalties and/or early termination charges shall be required upon such termination of the Agreement.
14. The ENGINEER represents that it is fully qualified to provide the services hereunder provided for in this Agreement. ENGINEER shall perform its services under this Agreement in a manner consistent with that level of care and skill

ordinarily exercised by members of its profession currently practicing in the same locality under similar conditions. ENGINEER shall act professionally and politely to the public and to COUNTY's employees and officers at all times.

15. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other party. The provisions of this Agreement are for the sole benefit of the COUNTY and the ENGINEER and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third party beneficiary rights).
16. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties.
17. The 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 COUNTY a final waiver of lien for all subcontractors and/or suppliers.
18. It is understood and agreed that ENGINEER is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with COUNTY. ENGINEER understands and agrees that ENGINEER is solely responsible for paying all wages, benefits and any other compensation due and owing to ENGINEER's officers, employees, and agents for the performance of services set forth in the Agreement. ENGINEER further understands and agrees that ENGINEER is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for ENGINEER's officers, employees and/or agents who perform services as set forth in the Agreement. ENGINEER also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of ENGINEER, ENGINEER's officers, employees and agents and agrees that COUNTY is not responsible for providing any insurance coverage for the benefit of ENGINEER, ENGINEER's officers, employees and agents. ENGINEER hereby agrees to indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the COUNTY, its board members, officials, employees, and insurers for any alleged injuries that ENGINEER, its officers, employees and/or agents may sustain while performing services under the Agreement.
19. Both parties affirm that no Kendall County officer or elected official has a direct or indirect pecuniary interest in ENGINEER or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in ENGINEER or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
20. The ENGINEER's and/or COUNTY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
21. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
22. This Agreement, including all Agreement Provisions, 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 parties have caused this Agreement to be executed by their duly authorized officers on the dates provided below.

Executed by the COUNTY of Kendall, a unit of local government of the State of Illinois:

ATTEST

Matt Kellogg, Kendall County Board Chair

Date

Debbie Gillette, Kendall County Clerk

Date

(Seal)

Executed by the ENGINEER:

Engineering Consultant Name / Address

HR Green, Inc.

2363 Sequoia Drive, Suite 101

Aurora, IL 60506

ATTEST:

By Kevin J. Berry

Signature

Kevin Berry, P.E.

Print Name

Title Area Manager

By Matthew Jereb

Signature

Matthew Jereb, P.E.

Print Name

Title Regional Manager

EXHIBIT A. SCOPING
WORKSHEET

EXHIBIT B
HOURLY RATES

Construction Engineering Scope of Services Supplement #1 Collins Road Extension Project – Kendall County

HR Green is providing Supplement #1 to the December 20, 2022 Construction Engineering Agreement for Kendall County's – Collins Road Extension Project due to the extended project construction schedule. This project's overall construction schedule was extended due to numerous utility conflicts that prevented the contractor from working the entire project limits. Overall the utility conflicts extended the construction duration which has extended HR Green's construction engineering services beyond the original agreement duration. Below is the Phase III Construction Engineering Scope of Work.

The Collins Road Project is currently 95% complete with an anticipated completion date of June 30, 2025. HR Green's current agreement with Kendall County is currently exhausted and a supplement to our agreement is requested to extend the construction engineering oversight to the completion date of June 30, 2025.

HR Green proposes to remain dedicated to this project by maintaining construction engineering oversight. HR Green will provide full-time construction engineering of this project by maintaining the Resident Engineer oversight. A schedule of our anticipated hours for Supplement #1 is included in Exhibit A. The man-hours developed were based upon the assumption that the contractor will return to the project for approximately 8 weeks.

The following is a breakdown of the various tasks associated with the construction engineering services to be supplied by HR Green.

Construction Observation/Inspection

HR Green, Inc. will provide construction observation services on a cost-plus fixed fee, not to exceed basis. HR Green will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

HR Green will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete pay estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor, IDOT, and Kendall County. HR Green will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Contract Special Provisions.

HR Green will review the condition of the project traffic control twice daily per IDOT Standard Specifications. A Traffic Control Condition Report will be completed after each traffic control review to verify that the contractor is in compliance with all required traffic control standards. HR Green will also perform bi-monthly nighttime traffic surveillance observations for the duration of the project when traffic control devices are in place.



Additional Provisions

HR Green shall not supervise, direct or have any control over the contractor's work. HR Green shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, HR Green is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

HR Green shall not be responsible for any acts or omissions of the contractor, subcontractor, or any entity performing any portion of the work, or any agents or employees of any of them. HR Green does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

Hourly rates are based on actual 2025 rates for each employee listed and an escalation rate of 2% has been included to account for the April 1, 2025 HR Green annual salary increase.



HR Green Inc.

Kendall

PROJECT DATES	
Letting	March 1, 2023
Anticipated Start Date	
Winter Shutdown	January 2025- April 30, 2025
Anticipated 2025 Start Date	May 1, 2024
ANTICIPATED COMPLETION	June 30, 2024
PROJECT CLOSE OUT COMPLETE	December 31, 2025

2025

[illegible]

ASSUMPTIONS:

Manhour Summary (January 2023 - March 2025)	
2	Regional Director (QA/QC)
3	Project Manager
3	Accounting Specialist II
232	Resident Engineer
0	Asst. Resident Engineer
0	Construction Inspector
0	Peak Season Inspector
0	Intern
0	Design Support
0	Survey
0	Stakeholder Coordination
0	Total Hours
240	

[illegible]



Illinois Department
of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
FIXED RAISE

Local Public Agency	County	Section Number
Kendall County	Kendall	19-00154-00-FP
Prime Consultant (Firm) Name	Prepared By	Date
HR Green, Inc.	Kevin Berry	2/5/2025
Consultant / Subconsultant Name	Job Number	
HR Green, Inc.	YJBY(239)	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Collins Road (Minkler Road - Grove Road) - Supplement #1

PAYROLL ESCALATION TABLE

CONTRACT TERM	8 MONTHS	OVERHEAD RATE	181.58%
START DATE	5/1/2025	COMPLEXITY FACTOR	
RAISE DATE	4/1/2025	% OF RAISE	2.00%
END DATE	12/31/2025		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2025	4/1/2025	-1	-12.50%
1	4/2/2025	1/1/2026	9	114.75%

Section Number

19-00154-00-FP

Job Number

YJBY(239)

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	2.25%

[illegible]

Local Public Agency

Kendall County

County

Kendall

Section Number

19-00154-00-FP

Consultant / Subconsultant Name

HR Green, Inc.

Job Number

YJBY(239)

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	45	\$65.00	\$2,925.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$2,925.00

Kendall County

Kendall

19-00154-00-FP

HR Green, Inc.

YJBY(239)

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR	0
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42,014

Kendall County

Kendall

19-00154-00-FP

HR Green, Inc.

YJBY(239)

SHEET 1 OF 1

94

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



JANUARY

2025

Submitted by: Sheriff Dwight A. Baird

OPERATIONS DIVISION

POLICE SERVICES	January-23	January-24	December-24	January-25
Calls for Service	634	770	757	675
Police Reports	343	327	355	351
Total Arrests	143	111	137	134
Ordinance Citations Issued	0	0	0	1

TRAFFIC SERVICES

Traffic Contacts	594	451	467	495
Traffic Citations Issued	284	239	216	137
DUI Arrests	8	6	13	4

TRAFFIC CRASH INVESTIGATIONS

Property Damage	44	52	52	57
Personal Injury	10	11	14	9
Fatalities	0	0	1	1
TOTAL CRASH INVESTIGATIONS	54	63	67	67

VEHICLE USAGE

Total Miles Driven by Sheriff's Office	46,537	61,983	55,701	61,323
Vehicle Maintenance Expenditures	\$6,568	\$8,318	\$0	\$7,931
Fuel Expenditures	\$11,974	\$14,046	\$13,766	\$14,084
Fuel Gallons Purchased	4,069	5,089	4,639	4,833
Squad Damage Reports	1	0	0	1

AUXILIARY DEPUTIES

Ride-A-Long Hours	10	0	0	0
Auxiliary Hours	16	127	56	15
TOTAL AUXILIARY HOURS	26	127	56	15

EVIDENCE/PROPERTY ROOM

New Items into Property Room	145	84	97	97
Disposal Orders Processed	30	28	39	1
Items Disposed Of	102	20	101	14
Items Sent to Crime Lab for Processing	25	5	10	11

INVESTIGATIONS/COPS ACTIVITIES

Total Assigned Cases (Patrol/Invest)	23	35	33	40
Total Closed Cases (Patrol/Invest)	61	23	31	30
Total Open Cases (Patrol/Invest)	88	85	118	128
Community Policing Meetings/Presentations	19	22	20	20

Sex Offender / Violent Offenders Against Youth Registrations

Sex Offender Registrations	7	10	12	10
Sex Offender - Address Verifications Completed	0	0	1	1
Sex Offender - Address Verification Attempted	0	0	1	1
Total # of Sex Offenders- Jurisdiction	31	34	32	32
Total # of Sex Offenders- Entire County	89	88	89	88
Violent Offenders Against Youth Registrations	1	3	2	0
VOAY - Address Verification Completed	0	0	0	0
VOAY - Address Verification Attempted	0	0	0	0
Total # of VOAY- Jurisdiction	8	6	5	5
Total # of VOAY- Entire County	26	28	25	26

RECORDS DIVISION

SHERIFF SALES	January-23	January-24	December-24	January-25
Sales Scheduled	16	10	7	10
Sales Cancelled	9	8	4	9
Sales Conducted	7	2	3	1

CIVIL PAPERWORK

Papers Filed/Received	173	254	174	206
Papers Served/Executed	117	178	85	162

ORDERS OF PROTECTION

OP Received	16	10	20	18
OP Prohibiting Firearms	9	8	2	1
OP Served	7	2	17	18

REPLEVINS/LEVY

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

SA, SUBPOENA & FOIA REQUESTS

Electronic and Recording Copy Requests	76	80	71	60
Body/Dash Cam Requests	na	na	4	9
Accident Reports	10	29	16	20
Background Checks	33	37	27	25
Reports	80	107	60	65
Subpoenas	1	2	3	4
TOTAL REQUESTS	200	255	181	183

WARRANTS

Total Warrants on File	1,604	1,208	1,191	1,167
New Warrants Issued	101	109	129	114
Total Warrants Served	119	88	101	118
Warrants Quashed	25	12	13	20

EVICCTIONS

Evictions Scheduled for Month	5	14	6	18
Evictions Cancelled	2	4	2	8
Evictions Conducted	3	10	4	10

FEES

Civil Process Fees	\$5,321	\$27,981	\$4,676	\$7,240
Sheriff Sales Fees	\$5,700	\$5,100	\$2,100	\$1,800
Records Fees/Fingerprinting	\$35	\$384	\$210	\$270
Bond Processing Fees	\$2,293	\$1,664	\$554	\$516
TOTAL FEES COLLECTED	\$13,350	\$35,128	\$7,540	\$9,826

CORRECTIONS DIVISION**JAIL POPULATION**

New Intake Bookings	258	166	223	255
Inmates Released	235	151	226	233
Federal Inmate ADP	17	11	7	6
Kendall County Inmate ADP	76	53	33	46
Other Jurisdictions Inmate ADP	4	10	15	11
Average Daily Population	97	74	55	63
ADP of inmates housed in other Jurisdictions	6	5	5	5

JAIL MEALS	January-23	January-24	December-24	January-25
Number of Meals Prepared Consolidated/Aramark	8,214	6,967	5,401	6,133
Price Per Meal	\$2.97	\$3.08	\$4.54	\$3.93

INMATE TRANSPORTS

To and From Kendall County Courthouse	42	53	47	51
Other County Court Transports	0	4	0	2
Out of County Prisoner Pickups	9	17	29	26
To I.D.O.C	3	3	0	1
Medical/Dental Transports	8	6	3	8
Court ordered medical transports	0	1	1	0
Juvenile To and From Youth Homes/Courts	7	8	4	0
Federal Transports	5	3	5	3
To and From Kane County Jail	32	7	5	5
TOTAL INMATE TRANSPORTS	106	102	94	96

INMATE WORK CREWS

Number of Inmates	0	1	0	0
Number of Locations	0	1	0	0
Total Hours Worked	0	11	0	0

REVENUE

Amount Invoiced for Inmates Housed for Other Juris.	\$2,170	\$9,975	\$25,974	\$17,706
Amount Invoiced for Federal Housing	\$42,160	\$32,384	\$19,964	\$17,756
Amount Invoiced for Federal Court Transport	\$923	\$771	\$470	\$214
Amount Invoiced for Federal Medical Transport	\$280	\$199	\$467	\$197
TOTAL INVOICED	\$45,533	\$43,328	\$46,875	\$35,873

MEDICAL BILLING

Medical Contractual Services	\$20,809	\$21,917	\$46,580	\$24,115
Prescriptions	\$1,358	\$0	\$895	\$628
Medical	\$192	\$454	\$0	\$1,693
Dental	\$0	\$75	\$0	\$150
Emergency Medical Services	\$479	\$0	\$164	\$235
Medical Supplies	\$177	\$3,868	\$578	\$154
TOTAL MEDICAL BILLING	\$23,015	\$26,315	\$48,215	\$26,975

Housing Expense

Kane County Jail	\$12,825	\$0	\$0	\$0
TOTAL HOUSING EXPENSE	\$12,825	\$0	\$0	\$0

COURT SECURITY

Entries	10,080	10,182	9,880	11,362
Items X-rayed	4,976	4,874	3,880	4,548
Bond Call - In Person	6	77	103	122
Bond Call - Video	44	1	0	0
Kendall Prisoners	72	58	34	31
Other Prisoners	19	16	19	19
Arrests made at Courthouse	34	18	22	21
Contraband Refused	77	45	69	69

ELECTRONIC HOME MONITORING

TOTAL DEFENDANTS ORDERED TO EHM	January-23	January-24	December-24	January-25
Juvenile	7	3	5	4
Adult	66	83	52	55
TOTAL PARTICIPANTS	73	86	57	59

Orders	January-23	January-24	December-24	January-25
Presentenced	65	81	55	54
Bischof	36	31	27	29
Post Sentenced	8	5	2	5

Days Defendants Served on EHM	January-23	January-24	December-24	January-25
Juvenile	176	73	126	114
Adult	1,943	2,352	1,491	1,583
TOTAL DAYS	2,119	2,425	1,617	1,697

EHM VIOLATIONS	January-23	January-24	December-24	January-25
Juvenile	0	0	0	0
Adult	7	12	8	5
TOTAL VIOLATIONS	7	12	8	5

COST vs. COLLECTIONS	January-23	January-24	December-24	January-25
Cost	\$5,573	\$6,378	\$4,253	\$4,463
Collected	\$2,158	\$2,281	\$2,799	\$2,230

KCSO TRAINING

CORRECTIONS DIVISION	January-23	January-24	December-24	January-25
NATURE OF TRAINING				
Budgeting for Elected Officials				0.5
CourtSmart				0.5
De-Escalation Strategies & Techniques				4
FBI LEEDA SLI				28
Field Training Officer (Sokolove)				40
Fire Extinguisher Refresher				0.25
Jail Intake Screening: Where Jail Liability Starts				1
Law Enforcement Use of Force Review				8
Lead Homicide Investigator				40
LEADS LTFA				4
Lexipol DTB's				18
Mental Health in Jails				24
NEOGov Harassment				1
PKCO Police Performance				17
Police Supervisory Liability				8
Policy 315				1
Security & Privacy LEADS				1.5
Suicide Prevention in Jails				26
Tactical Trauma Train the Trainer				16
Taser Cert				4
WRAP Restraint Instructor				10
TOTAL HOURS	245.00	140.75	201.75	252.75

OPERATIONS DIVISION	January-23	January-24	December-24	January-25
NATURE OF TRAINING				
Animal Fighting Awareness & Humane Response				1
Annual Mandatory Firearms Quals				3.5
Annual Shotgun Quals				2
Child Abuse & Neglect				2
CopFTO Academy				1
CourtSmart				18
Crisis Intervention/Disturbance Calls				0.75
Cultural Competency				1
Enhanced Traffic Enforcement for Patrol				8
FBI LEEDA SLI				28

Field Training Officer School (Sokolove)	120
Firearms Restraining Order Act Awareness	3
Internal Affairs Investigation	16
Juvenile Interrogation Update	8
LEADS LFTA	12
LEADS Re-Cert	6
Less Lethal Bean Bag Quals	3.5
Lexipol DTB's	26.25
Officer Stress Management	2
PKCO Police Performance	256
Psychology of Domestic Violence	8
Review of Epinephrine Auto-Injector Use	0.5
Rifle Qual	2
Roll Call Training	6.25
Security & Privacy LEADS	10.5
Tac-Med In-House	3.5
Tactical Trauma Train the Trainer	16
Trauma Informed Response to Sexual Abuse/Assault	32

TOTAL HOURS	467.00	567.75	521.50	596.75
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COURT SECURITY	January-23	January-24	December-24	January-25
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NATURE OF TRAINING

CourtSmart	3.5
Lexipol DTB's	4.5
Mental Health in Jails	6
Physical Security for Government Facilities	24
PKCO Police Performance	8
Suicide Prevention in Jails	6

TOTAL HOURS	57.00	23.75	41.00	52.00
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ADMINISTRATION DIVISION	January-23	January-24	December-24	January-25
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NATURE OF TRAINING

Budgeting for Elected Officials	0.5
CopFTO Academy	1
CopFTO Admin	0.75
CopFTO Supervisors	0.25
CourtSmart	0.5
LEADS Re-Cert	1.5
PKCO Police Performance	16
Security & Privacy LEADS	1.5

TOTAL HOURS	14.75	11.75	3.00	22.00
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AUXILIARY	January-23	January-24	December-24	January-25
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NATURE OF TRAINING

Lexipol	1.5	2
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TOTAL HOURS	4.00	5.75	1.50	2.00
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PART TIMERS	January-23	January-24	December-24	January-25
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NATURE OF TRAINING

Annual Mandatory Firearms Qual	1
Basic Life Support Instructor	8
Benelli M4 Armorer	8
CourtSmart	2.5
Crisis Intervention/Disturbance Calls	0.75
Firearms Restraining Order Act Awareness	2
First Aid/CPR/AED Instructor	8
Lexipol DTB's	5.25
Mental Health Awareness	10
Officer Stress Management	1
Tac Med In-House	3.5
Understanding the Terrain: Brain-Based Tactical...	16

TOTAL HOURS	33.00	9.25	44.50	66.00
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Kendall County Clerk Annual Report for 2024

The Kendall County Clerk & Recorder's Office forwards its 2024 year-end report which summarizes revenues and budget details as well as various functions processed through the Clerk & Recorder's Offices:

	2024	2023		2024	2023
Marriage Licenses Issued	536	554	Civil Union Licenses Issued	4	4
Death Certificates Printed	3,768	3,930	Home Births (Birth Certificates Processed)	16	21
Assumed Name Certificates Issued	77	69			
Number of Documents Recorded	14,859	14,859			

All Office moved into the new building July 22, 2024.

CLERK

- New marriage license format implemented reducing the amount of personal information printed on the license.
- Accepting credit card payments from Funeral Homes for death certificates.
- Assisted the Judicial Department with the payment of Jurors with a prepaid card.
- The Clerk's Office continued to post expenditures online for the 12th straight year
- The office processed 780 EIS forms for 2024
- Monthly updates are made to the county yearbook and government guide
- The Clerk participated in the annual tax sale held on October 28, 2024, where 484 tax certificates were issued and are now held in the Clerk's Office
- The Clerk completed 62 FOIA requests during the year

RECORDER

- New Recording system put in place – Fidlar Technologies.
- Accepting credit card payments for recordings and copies.
- 18,463 Documents recorded
- Electronically recorded 15,532 documents; received an award for most E-recorded documents.
- Back filing of documents before 1986 to website

ELECTIONS

- Conducted 17 Election Judge training classes for the General Primary and General Election.
- As the Election Authority for Kendall County, the office conducted the General Primary Election on March 19, 2024; votes cast 12,460 (14.21%). The office conducted the General Election on November 5, 2024; 66,808 votes were cast (72.56%)
- Registered voters at the General Election 92,076
- Polling Place Grant received \$8,204.68 and Voter Registration Grant received \$89,134.28

Kendall County Clerk				
Revenue Report		1/1/25-1/31/25	1/1/24-1/31/24	1/1/23-1/31/23
	Fund			
CLKFEE	County Clerk Fees	\$553.00	\$468.50	\$506.00
MARFEE	County Clerk Fees - Marriage License	\$780.00	\$750.00	\$540.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$30.00
ASSUME	County Clerk Fees - Assumed Name	\$20.00	\$20.00	\$25.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,975.00	\$1,880.00	\$1,370.00
MISINC	County Clerk Fees - Misc	\$55.00	\$84.60	\$64.58
	County Clerk Fees - Misc Total	\$3,413.00	\$3,203.10	\$1,459.58
RECFEE	County Clerk Fees - Recording	\$21,183.00	\$17,289.00	\$18,986.00
	Total County Clerk Fees	\$24,596.00	\$20,492.10	\$21,521.58
CTYREV	County Revenue	\$50,259.25	\$45,737.00	\$41,381.50
DCSTOR	Doc Storage	\$18,408.61	\$10,040.50	\$10,991.00
GISMAP	GIS Mapping	\$38,190.00	\$31,770.00	\$34,950.00
GISRCD	GIS Recording	\$6,075.00	\$2,118.00	\$2,330.00
INTRST	Interest	\$160.94	\$126.96	\$127.40
RECMIS	Recorder's Misc	\$3,229.25	\$8,826.50	\$5,318.75
RHSP	RHSP/Housing Surcharge	\$19,908.00	\$16,866.00	\$9,108.00
TAXCRT	Tax Certificate Fee	\$1,280.00	\$2,040.00	\$1,080.00
TAXFEE	Tax Sale Fees	\$1,160.00	\$420.00	\$655.00
PSTFEE	Postage Fees	\$1,160.85	\$359.38	\$505.17
CK # 19962	To KC Treasurer	\$164,427.90	\$138,796.44	\$127,968.40
Death Certificate Surcharge sent from Clerk's office \$1744.00 ck # 19960				
Dom Viol Fund sent from Clerk's office \$135.00 ck # 19961				

**Office of the Kendall County Coroner
Jacquie Purcell**

**Monthly Report
January 2025**

*Transporter Terry Fenoglio was promoted to Deputy Coroner on 01/29/2025. He will attend his initial training at St. Louis University in April 2025.

Deaths Report to the M.E.		Deaths Investigations	
January 2025	30	January 2025	5
YTD	30	YTD	5

MEI Scene Investigations		Postmortem Examinations	
January 2025	7	January 2025	3
YTD	7	YTD	3

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
January 2025	26	1	1	0	0	2
YTD	26	1	1	0	0	2

Cremation Permits Issued	
January 2025	19
YTD	19

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2025-0001	Natural	Pulmonary	03-23-1940	01-04-2025	None	No
2025-0002	Natural	Dementia-Alzheimers	08-04-1948	01-05-2025	None	No
2025-0003	Natural	Nervous System	06-22-1944	01-09-2025	None	No
2025-0004	Natural	Neoplasm/Cancer	02-09-1952	01-09-2025	None	No
2025-0005	Natural	Pulmonary-COPD	12-17-1960	01-09-2025	None	Yes
2025-0006	Natural	Multisystem Disease	01-02-1928	01-10-2025	None	No
2025-0007	Pending	Cardiac	02-25-1964	01-10-2025	Full	Yes
2025-0008	Natural	Cardiac	06-20-1938	01-11-2025	None	No
2025-0009	Natural	Cardiac	02-05-1959	01-11-2025	None	No
2025-0010	Natural	Cardiac-Valvular	06-16-1930	01-13-2025	None	No
2025-0011	Natural	Neoplasm/Cancer	02-12-1974	01-13-2025	None	No
2025-0012	Natural	Neoplasm/Cancer	10-09-1930	01-12-2025	None	No
2025-0013	Natural	Infection	05-05-1942	01-13-2025	None	No
2025-0014	Natural	Dementia-Alzheimers	03-05-1960	01-14-2025	None	No
2025-0015	Natural	Dementia-Alzheimers	08-19-1925	01-15-2025	None	No
2025-0016	Natural	Dementia-Alzheimers	07-02-1935	01-15-2025	None	No
2025-0017	Natural	Cardiac	01-26-1965	01-16-2025	None	No
2025-0018	Natural	Neoplasm/Cancer	07-06-1951	01-16-2025	None	No
2025-0019	Natural	Nervous System	04-02-1947	01-17-2025	None	No
2025-0020	Natural	Pulmonary	07-27-1934	01-17-2025	None	No
2025-0021	Pending		08-01-1963	01-20-2025	Full	Yes
2025-0022	Natural	Cardiac-Infarct NOS	04-19-1932	01-21-2025	None	No
2025-0023	Suicide	Drug Death-Acute Intoxication	04-26-1981	01-22-2025	Full	Yes
2025-0024	Natural	Nervous System	09-10-1949	01-24-2025	None	No
2025-0025	Natural	Nervous System- Stroke	05-01-1977	01-25-2025	None	No
2025-0026	Natural	Nervous System	01-16-1941	01-27-2025	None	No
2025-0027	Accident	MVCrash-Driver	01-17-1982	01-29-2025	Toxicology	Yes
2025-0028	Natural	Cardiac-ASCVD-IHD	08-21-1942	01-30-2025	None	Yes
2025-0029	Natural	Cardiac	10-09-1947	01-30-2025	None	Yes
2025-0030	Natural	Cardiac	09-09-1960	01-30-2025	None	No

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Rob DeLong, Deputy Director

Emergency Management Report

January 2025

○ KCEMA Operations

- Currently waiting to take possession of 16 Motorola APX-6000 700/800Mhz radios from Plainfield PD.
- No Change: Although we've had meetings to discuss the proposed State changes to the EMA Admin Rule (Part 301), no other information is available at this time.
- D4H – KCEMA is in training and is using D4H for incident management and personnel today.
- KCEMA will host an online amateur radio licensing class for the "Technician" level. There are 7 students registered. The class will be online one night a week for 10 weeks starting in March. There is no cost for the class or study guide. Students will take the written test here in the EOC at the end of the class to obtain their FCC issued license.

○ Nuclear

- Almost all of the slots for the exercise are filled.
- The February KCEMA monthly meeting will be nuclear response training; "Disaster Worker" and "Dosimetry Manager". These are presented by the State REP team.
- *Continuing* - Planning for the upcoming Nuclear Dresden Drill in 2025 is underway. Attending several planning meetings throughout the months to come.
 - EAL training was Dec 12th
 - Pre-Exercise – March 4, 2025
 - Exercise – April 8, 2025
- Our new IPRA plan will include public alert messages in English and Spanish.

○ UCP

- The UCP is back to the scheduled exercises every 1st Tuesday of the month.
- ILEAS is conducting a communications exercise in February. We will be participating. The exercise will be centered on the UCP.
- Mast needs to be oiled.

- **Meetings/Training/Volunteers/Details**
 - KCEMA Leadership Meetings
 - Starcom/IPAWS Monthly Testing
 - Monthly nuclear NARS alert testing
 - The next KCEMA monthly meeting is February 24th.
 - Kendall County Association of Chiefs.

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

From: Jason D. Majer, Kendall County Public Defender

KCBoard@kendallcountyil.gov
 dgillette@kendallcountyil.gov

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

AS OF FEBRUARY 2025

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>K. GUSTAFSON</u>	<u>R.LANCILOTI</u>	<u>S. KIRST</u>	<u>S. HOLLMEYER</u>	<u>New Files</u>	<u>TOTAL</u>
Criminal Felony:	123	193	262			39	102	
Class M-	4	2						
Class X-	2	19	6			1		
Class 1-	0	24	14			1		
Class 2-	35	41	61			1		
Class 3-	24	38	61			12		
Class 4-	56	66	120			24		
MX/SVP/Post C.:	2	3					3	
Criminal CM:	30	35	92	68	68	70	64	
Criminal DUI/DT:	13	1	9	32	71	33	26	
Criminal DV:	14	5	3	66	40	58	28	
Traffic Offenses (TR):	13	28	39	117	28	48	11	
Traffic Offenses (MT):	13	7	30	195	147	115	152	
Juvenile JA/Truancy JV:			8	55	67	91	14	

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>K. GUSTAFSON</u>	<u>R.LANCILOTI</u>	<u>S. KIRST</u>	<u>S. HOLLMEYER</u>	<u>New Files</u>	<u>TOTAL</u>
Juvenile JD:			1	63	48	30	19	
Class X-				1		5		
Class 1-				1	1	2		
Class 2-				8	2	5		
Class 3-				19	18	8		
Class 4-			1	10	6	5		
CM-				24	21	5		
Criminal Contempt:								
Civil Law/Other:								
Conditions Call Only:							27	
Total Open/FEB-25:	206	269	444	596	469	484		2,468
Total Open/JAN-25:	218	274	434	483	415	528		2,349
Total Closed/JAN-25:	79	67	31	58		101		336
Total New Files-JAN-25:	62	40	61	115	52	89		419



Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 2/18/2025

Subject: Approval of a Contract with Teska Associates, Inc. to Update the Kendall County Land Resource Management Plan in Its Entirety

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of a Contract with Teska Associates, Inc to Update the Kendall County Land Resource Management Plan in its Entirety at a Cost Not to Exceed \$184,380; Related Invoices to Be Paid from Line Item 131605-66500

Previous Board/Committee Review:

Planning, Building and Zoning – Approval (4-0-1) on February 10, 2025

Fiscal impact:

Project not to exceed \$184,380 with approximately \$115,000 in the present fiscal year and the balance in FY2025-2026. The applicable line item will need to be adjusted to reflect this amount.

Background and Discussion:

Kendall County has not updated the Land Resource Management Plan, the County's equivalent of a municipal comprehensive plan, since the early 2000s.

The attached proposal provides a framework for updating the Land Resource Management Plan. Unlike previous versions of the Land Resource Management Plan and the original proposal that was used for the original budget proposal, this proposal envisions updating the Plan on a topical basis instead of on a township basis. Accordingly, the time necessary to update the document was truncated to between 16 and 18 months. Speeding up the process of updating the Plan also speeded up the time when invoices would be due, which is why the increase to the line item is necessary.

The proposal envisions the creation of a website, 6 planning workshops, 3 open houses, 1 public hearing, and 8 Steering Committee at various stages of the process to gather public input.

Staff Recommendation:

Approval

Attachments:

Proposed Contract

AGREEMENT BETWEEN
KENDALL COUNTY
AND
TESKA ASSOCIATES, INC.

This AGREEMENT made and entered into this _____ day of February, 2025 by and between Kendall County, Illinois with offices at 111 West Fox Street, Yorkville, IL 60560-1498, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201 and 24103 West Lockport Street, Unit 107, Plainfield, IL 60544, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS the CLIENT desires to engage the services of the CONSULTANT to provide **Planning Consulting to Update the Kendall County Land Resource Management Plan**, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services to the CLIENT:

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

A. Scope of Consultant's Services

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

B. Services to be provided by the CLIENT

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

revoked. The CONSULTANT shall assign Michael Blue as Project Manager with respect to the work to be performed under this agreement. Mike Hoffman will also be actively engaged in the assignment, participating in key meetings, strategy sessions, and plan development.

C. Compensation

The CONSULTANT shall be compensated for services based on hourly billing rates for professional and technical staff time devoted to the PROJECT, plus reimbursement of directly related expenses. The billing rates for professional staff are:

Staff Member	Hourly Rate
Mike Hoffman or Michael Blue, AICP, Principal, V.P.	\$175
Other Principal	\$135 to \$175
Associate	\$125

An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly. The project will be completed per the attached scope of services for a not-to-exceed amount of \$184,380. Engagement software, tools, data, and license costs will be billed at direct cost and are included in the not-to-exceed figure. Renewals or additional software, tools, data, and license costs require written preauthorization from the CLIENT.

D. Method of Payment

The method of payment shall be as follows: The CONSULTANT shall submit applicable invoices for costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. To the extent permitted by applicable law, the CLIENT agrees to pay all costs and disbursements, including reasonable attorney fees, incurred by the CONSULTANT in legal proceedings to collect invoices which are delinquent and payable. No interest or collection costs shall be included.

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

E. Time of Performance

Work shall proceed in a timely manner according to the mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the

CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and shall continue for two (2) years from the date of this agreement.

F. Excusable Delays

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

G. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement. CLIENT acknowledges that incomplete documents are not represented as suitable for any use or purpose, and further agrees to defend, indemnify, and hold the CONSULTANT harmless from and against all claims, costs, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any use, reuse, or modification of any CONSULTANT-authored documents that occurs without the CONSULTANT'S consent and professional involvement. This includes any subsequent use or completion of any incomplete documents.

H. Dispute Resolution

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

I. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee

or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

J. Changes

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

K. Hold Harmless

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

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

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

L. Insurance

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

Commercial General Liability

General Aggregate Limit	\$3,000,000
Product-Completed Operation	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000

Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$500,000

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

CONSULTANT:
TESKA ASSOCIATES, INC.

CLIENT:
KENDALL COUNTY



BY: _____
Michael E. Hoffman
Vice President

BY: _____

Date: _____

ATTACHMENT A

SCOPE OF SERVICES

The Study Area

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

Scope of Services

The following provides a scope of services for the update of the Kendall County Land Resource Management Plan (LRMP). Like the existing LRMP, the plan will cover the entire county and incorporate elements of both a comprehensive plan(land use and environment) and a strategic plan (management and implementation). However, unlike the existing plan which has a heavy focus on township level planning, this plan will be more of a county-wide planning effort with a focus on key economic and environmental corridors that run through the County such as Eldamain Road, Route 47, Ridge Road, Route 34, and the Fox River. Like the process used to develop the original plan, we will have meetings in different parts of the County to engage residents in the planning process. Also like the existing LRMP, there will be a focus on intergovernmental cooperation and working with municipalities and townships in crafting and implementing the County-wide plan.

1. **Project Initiation, Management and Public Participation** – The Plan will be built on input from community leaders, residents, and businesses throughout Kendall County. Key elements of this phase, which will run throughout the planning process, include:
 - a. Staff Kick-off Meeting – to review scope, timeline, identify key resources, steering committee membership, etc.
 - b. Project Coordination – County staff and Teska will coordinate regular meetings to review progress, next steps, and other issues that may arise during plan development. These meetings will be held on Teams (web-conferencing) or in-person as appropriate, and will be scheduled bi-weekly throughout the planning process. As appropriate, municipal and township officials can be brought into this project coordination meetings at key project milestones.
 - c. GIS Base Set-up – Obtain GIS files from the County (Mapping of land use, transportation, etc. for the LRMP will be done on the County’s existing GIS base for accuracy and consistency. All new data layers will be provided to the County in digital format at the end of the assignment.

- d. Steering Committee – An LRMP Steering Committee is proposed to provide input and feedback into the Comprehensive Planning process. The Teska Team will meet with the committee periodically throughout the planning process to gain local insights, seek direction, and ensure that plan recommendations are consistent with County values and aspirations. Our initial assumption is this committee will be the existing Comprehensive Land Plan and Ordinance Committee – with the possible addition of some additional advisory members as appropriate. Alternatively, we could use the Regional Planning Commission as the working committee for the project. The committee should be in the 15-to-20-person range. A total of 8 Steering Committee Meetings are anticipated.
- e. Web Site (including document downloads, project summary, calendar, on-line mapping tool) – We propose to use Social Pinpoint – a popular tool to obtain community input throughout the project. The program provides for a wide range of community input, including on-line surveys, discussions, voting, and many other techniques to reach a wide range of residents who may not normally participate in traditional County meetings.
- f. Interviews/Focus Groups (developers, real estate professionals, elected and appointed officials, conservation groups, etc.) – The Teska Team will meet one-on-one or in small groups with a variety of individuals throughout the County to gain direct insights into local planning issues. This includes county staff (Health Department, Highway Department, etc.), the Farm Bureau or other representatives of the agricultural community, environmental groups, developers, municipal officials, and real estate brokers and others suggested by County staff.
- g. Planning Workshops (6 total, various locations in County) – Early workshops will include a mix of interactive exercises to solicit community input into the plan. Workshops towards the end of the planning process will be more of an open house format to provide residents with an opportunity to review and discuss the plan directly with Teska Team members.

2. **County Assessment** – This phase will focus on evaluating existing conditions in Kendall County. It will include the following:

- a. Natural Resources – particularly examining flood plains and stormwater management, wetlands, woodlands, prime farmland, and wildlife habitats.
- b. Existing Land Use – primarily focused on areas under County planning jurisdiction i.e. – not incorporated into an existing municipality with zoning authority.
- c. Demographics – focus on population and employment trends.
- d. Development Trends and Opportunities – looking at all major sectors including industrial, retail, office, residential, renewable energy, etc. This will also include a review of infrastructure (including broadband access), industry clusters and trends, and general opportunities for commercial and industrial growth.
- e. Review and Inventory of Existing Plans (Regional, County and Municipal) – This will include existing plans within the County and plans of neighboring counties.

3. **Policy Formation**

- a. Goals, Objectives, and Policies – The existing LRMP has extensive goals and objectives which will be reviewed and updated as appropriate. Our goal is to pair down significantly the extensive list in the existing plan to a more manageable and relevant list of top priorities.
- b. Review of Alternative Growth Management Strategies – This effort will examine the entire County, including development anticipated within municipalities as well as development potential in unincorporated areas. Alternatives will be identified with the Steering Committee, but may include options with or without major transportation improvements, focus on economic development, and focus on the environment, and more blended/balanced approaches.

4. **Future Land Use Plan**

- a. Framework – A consensus land use framework will be developed with the Steering Committee that focuses in on a preferred growth management approach based on the analysis in 3 above. This

framework will have only broad categories like areas for municipal growth, open space and natural resource corridors, agriculture, etc.

- b. Detailed Land Use – A detailed land use plan will be developed for the entire County, focused on unincorporated areas, detailing areas for the following categories. A total land area will be provided for each use and estimates of potential population/employment provided.
 - i. Agriculture
 - ii. Open Space
 - iii. Public/Institutional uses
 - iv. Residential (in a variety of density ranges if desired)
 - v. Business and Commercial
 - vi. Industrial

- 5. **Transportation Plan** – Land use and transportation are closely linked. This effort will integrate the County’s existing transportation planning with the proposed land use plan.
 - a. Roadway System (including discussions on the Ashe/Eldamain/Lisbon Corridor and what to do about road widenings near/around Helmar. There may be discussion about other roads around Minooka)
 - b. Rail
 - c. Public Transportation
 - d. Bikes/Trails
- 6. **Sustainability Plan** – This plan component will address the following areas, identifying ways that Kendall County can plan in ways that have positive short and long-term benefits.
 - a. Energy (primarily solar and wind)
 - b. Land (soils, erosion, etc.)
 - c. Water (including stormwater, potable water, and water as a recreational amenity)
 - d. Recycling (reference other plans)
- 7. **Implementation Plan** – The LRMP will outline an overall vision for the County. This section of the plan will detail how to achieve that vision. This effort will include an examination of:

- a. Development Regulations – A review of the existing Kendall Zoning Ordinance will be done to evaluate any modifications needed to implement the vision created by the new LRMP. This effort will also examine the existing development review process for consistency with County development goals.
- b. Coordination with Municipalities/Townships – Partnerships with local municipalities and townships is at the core of the LRMP approach and will be essential in achieving the vision outlined in the Plan. Recommendations for intergovernmental cooperation will be provided to address concepts such as boundary agreements between communities, joint planning opportunities along key economic development corridors (Route 47, Route 34, Eldamain Road, etc.), and
- c. Funding Opportunities (grants, foundations, etc.) – This section will examine funding opportunities for key plan recommendations including both public and private sources.

8. Review and Approval

- a. Complete Draft Plan – A complete draft plan will be provided for review by the County staff. After this initial review, the plan will be updated for Steering Committee review.
- b. Review with Steering Committee – The Draft plan will be reviewed with the Steering Committee. The draft plan will be provided electronically approximately 2 weeks prior to the meeting to allow committee members adequate time to review the document. After integrating comments from the Steering Committee, the draft plan can be posted to the project web site for review by interested residents and businesses.
- c. Preliminary Review with RPC and County Board – The draft plan will be reviewed at a joint meeting between the RPC and the County Board before proceeding with the public hearing. Any recommended changes will be incorporated prior to the public hearing.
- d. Public Open House/Public Hearing – The plan will be reviewed at three open house sessions. Ideally, these sessions will be held in separate locations within the County to facilitate a good dialog on the plan. There will also be a formal public hearing, after input from the open houses is integrated before the Regional Plan Commission.

- e. Plan Adoption – The Steering Committee, RPC, and the Planning, Building and Zoning Committee will each be requested to make a recommendation to the County Board to adopt the plan with or without modifications. The County Board will then conduct a final review of the plan and adopt the Comprehensive Plan by ordinance.
- f. Final Deliverables – Once the plan is adopted by the County, Teska will provide the County with electronic copies of all materials created as a part of this project. This will include PDF versions of the final plan, and all original source files including Microsoft Word and Excel files, any Adobe files, and all GIS files to allow the County to edit them in the future.