



KENDALL COUNTY
PLANNING, BUILDING & ZONING COMMITTEE MEETING
110 West Madison Street • Court Room • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

AGENDA

Monday, June 9, 2025 – 6:30 p.m.

CALL TO ORDER:

ROLL CALL: Brian DeBolt, Elizabeth Flowers, Dan Koukol, Ruben Rodriguez (Vice-Chairman), and Seth Wormley (Chairman)

APPROVAL OF AGENDA (VV):

APPROVAL OF MINUTES (VV): Approval of Minutes from May 21, 2025, Meeting
(Pages 3-34)

NEW BUSINESS:

1. Introduction of Planning, Building and Zoning Department Intern Lily Smogor

PUBLIC COMMENT:

EXPENDITURE REPORT:

Review of Expenditures from May 2025 (Pages 35-38)
Six Month PBZ Financial Report Review (Pages 39-41)

PETITIONS:

None

NEW BUSINESS:

1. Review of Annual NPDES Survey (Pages 42-46) (VV)
2. Approval of an Intergovernmental Agreement between the Village of Plattville and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Subdivision Control, Comprehensive Plan, and Stormwater Management within the Jurisdiction of the Village of Plattville for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village of Plattville to the County of Kendall (Pages 47-59) (Roll Call Vote)
3. Approval of a Contract for Plumbing Inspections Between Kendall County and Mayer Construction, LLC, D.B.A. Mayer Plumbing, LLC (Pages 60-68) (Roll Call Vote)

OLD BUSINESS:

1. Update on the Comprehensive Plan Update Project
2. Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township (Pages 69-72)
3. Updates on Amendments to the County-Wide Stormwater Management Ordinance Division of the Kendall County Code (Pages 73-74)
4. Follow-Up on the May 31, 2025, Meet the Code Official Event (Page 75)

REVIEW PRE-VIOLATION AND VIOLATION REPORT (Pages 76-78):

UPDATE FROM HISTORIC PRESERVATION COMMISSION:

1. July 21, 2025, Meeting with Historic Preservation Groups (Page 79)

REVIEW PERMIT REPORT (Pages 80-92):

REVIEW REVENUE REPORT (Page 93):

CORRESPONDENCE:

COMMENTS FROM THE PRESS:

EXECUTIVE SESSION:

None

ADJOURNMENT (VV):

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

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Historic Court House

Court Room

110 W. Madison Street, Yorkville, Illinois

6:30 p.m.

Meeting Minutes of May 21, 2025 – Unofficial until Approved

CALL TO ORDER

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

ROLL CALL

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

Committee Members Absent: None

Also Present: Wanda A. Rolf, Office Assistant, Nick Standiford, Tom Ryan, and Nick Bellone

APPROVAL OF AGENDA

Member DeBolt made a motion, seconded by Member Koukol, to approve the agenda as presented. With a voice vote of five (5) ayes, the motion carried.

APPROVAL OF MINUTES

Member Flowers made a motion, seconded by Member DeBolt, to approve the minutes of the April 7, 2025, meeting. With a voice vote of five (5) ayes, the motion carried.

PUBLIC COMMENT

None

Expenditure Report

Review of Expenditures from April 2025

The Committee reviewed the Expenditure Report.

PETITIONS

Petition 24-30 Nicholas S. Bellone on Behalf of Ament Solar 1, LLC (Tenant) and Janet M. Dhuse on Behalf of the Janet Dhuse Declaration of Family Trust Dated March 1, 2013 (Owner)

Chairman Wormley spoke about a community benefit agreement Between Solar 1, LLC and the County of Kendall, Illinois.

Nick Standiford, Attorney for the Petitioner, spoke about the Solar Farm and how it allows for commercial development and is setback from the right of way. Mr. Standiford stated that they worked with Kendall County to develop a community benefit agreement. The agreement requires payment to the County of Fifteen Thousand Dollars (\$15,000) per year in addition to the yearly taxes for the County to use as the County sees fit.

Mr. Standiford stated they are here to request a recommendation for a Special Use Per-

mit. There is no annexation agreement with the city of Yorkville and the property is within one and a half miles (1.5) of the City of Yorkville.

Member Koukol asked Mr. Ryan if he could provide a background of the company. Tom Ryan, Senior Project Manager provided a brief background of the company. He stated that Solar 1, LLC was previously known as Borrego Solar and has been around since the 1980's. It was one (1) of the first solar companies to come to Illinois to execute solar projects.

Tom Ryan, Senior Project Manager stated that there are two (2) parcels being used. Only forty (40) acres will be used for the solar project site. It is a five (5) megawatt project, single axis tracker. Mr. Ryan stated that notifications were sent out to all surrounding property owners as well as Kendall Township and the United City of Yorkville. They also conducted door to door outreach. There were no objections to the project. There is land that can be used for commercial development. Mr. Ryan stated they are using very efficient trackers and getting a high yield of sunlight. The racking system is piled into the ground. There will be no concrete. There will be a seven foot (7') fence around the project. All the cables will be underground. There will be native grasses and wildflowers; this reduces soil erosion and increases organic matter. This situation creates a habitat for bees and butterflies to forage and increases pollination for nearby crops.

Mr. Ryan stated that, once the permit is issued, they will acquire a drain tile survey. Any drain tiles that are broken or damaged during the process or the lifespan of the project, will be repaired or replaced. Another great thing with the drainage system is the pollinators. The pollinators have a deep root system which will help with preventing erosion. There are some additions from the stormwater study, Kendall Township requested the addition of detention basins on the south end in case any flooding occurs.

Mr. Ryan spoke about the road use agreement, including road weight limits and time of year road use restrictions and culvert installations and maintenance during the project. Pre- and post-road survey will be conducted by a third (3rd) party engineer. There will be heavy trucks during the construction phase. Mr. Ryan also stated that, at the time of decommissioning, if the company no longer exists, there is a bond in place that would cover the costs of decommissioning the solar farm to bring the site back to its original farmland.

Mr. Ryan stated that the estimated tax revenue over twenty-five (25) years would be Six Hundred Five Thousand, Two Hundred Twenty-Five Thousand Dollars (\$605,225). Solar 1, LLC would be able to extend the timeline four (4) times for five (5) years each time for a total maximum of forty (40) years.

Mr. Ryan went over the community benefit agreement. Payment to the County of Fifteen Thousand Dollars (\$15,000) per year in addition to the yearly taxes for the County to use as they see fit.

Member DeBolt asked how much revenue does this generate for Solar 1, LLC. Mr. Ryan

stated he did not know how much it generates for Solar 1, LLC.

Member DeBolt asked if Solar 1, LLC would like to continue to have solar on the same land more than forty (40) years. Mr. Ryan stated that they would not request a longer time than forty (40) years. If he did, he would have to provide a new contract.

Member DeBolt asked who was the bond company that they were using. Mr. Ryan stated he did not know, but would find out and let Member DeBolt know. Member DeBolt wanted to make sure the bond company had been around for an extensive period of time. Mr. Ryan stated he believes they use Hartford, but would confirm.

Member DeBolt asked why the solar company doesn't use the entire ninety-six (96) acres. Mr. Ryan stated that forty (40) acres is the maximum for the solar project and the rest will be farmed.

Member DeBolt asked if the County would receive the community benefit agreement payments yearly or monthly. Mr. Ryan stated it would be annually.

Member Koukol asked if the steel posts they use have a coating, and if they rust. Mr. Ryan answered the steel posts they use do not rust. Member Koukol asked how often there is maintenance done on the property. Mr. Ryan stated maintenance is performed three to four (3-4) times per year. Mr. Standiford stated that Solar 1, LLC would receive a message if there was a problem with the panels.

Member Flowers asked about the renewals of the lease. Mr. Ryan stated it would be done every five (5) years with a maximum of four (4) times.

Chairman Wormley asked, if this project is approved, when would they start construction. Mr. Ryan stated that would start construction in the spring of next year.

Member Rodriguez mentioned, if there was a natural disaster, how would it be handled. Mr. Ryan stated that they would try to fix the damage or decommission the project. The monitoring would let them know what the damage was. Member Rodriguez asked if he has decommissioned any projects. Mr. Ryan stated he has not decommissioned any projects yet. Member Rodriguez asked how the decommissioning works. Mr. Ryan stated that they remove everything that was initially placed on the solar field. The land would be returned to its natural state. Member Rodriguez asked what would cause Solar 1, LLC not to extend their lease. Mr. Ryan stated that as technology advances, they may not need the number of acres of land they currently have.

Member Flowers asked if there is a possibility of the project going less than twenty-five (25) years. Mr. Ryan stated no, and that Solar 1, LLC put down a lot of time and money into the project and twenty-five (25) years makes the project feasible.

Member Koukol asked if there will be foliage on the property. Mr. Ryan answered there will be native grasses and wildflowers planted as a buffer. The foliage will be four to six

foot (4'-6') tall. The access road does not have a buffer, but they will install one (1).

Member DeBolt asked if the Committee will receive a copy of the bond contract and the decommissioning bond contract to review before it goes to the States Attorney's Office. Mr. Ryan answered yes, the construction bond and the decommissioning bond will be provided to the County to review prior to signing.

Member DeBolt wanted to make sure that if this project moves forward the company can assure the County that if something happens to Solar 1, LLC, they will be able to decommission the project when the time comes due.

Chairman Wormley stated that he would like to table the petition until the next PBZ meeting. Stating the County needs time to review the bonds.

Mr Standiford said that not all solar projects are the same. This project does not have any neighbors objecting. The nearby business owners did not object to the project. Solar does not use water or septic. There is a signed road use agreement. Commercial business can be built nearby. The landowner will receive rent for the use of her land.

Chairman Wormley asked Mr. Standiford if he could speak about the likelihood of seeing more solar farms in the future. Mr. Standiford stated the solar farms have to be near power lines and a substation. If the substation is already full there has to be upgrades made and is very expensive. Some locations will be maxed out in Illinois. The substations are getting full.

Member Flowers asked what would happen if the decommission occurs and there is road damage after it is completed. Mr. Standiford stated that there be a new road agreement.

Chairman Wormley would like to pause the petition and add a condition to the special use permit incorporating the community benefit agreement and give it to the State's Attorney before it goes to the County Board.

Member Koukol was concerned that, if the company goes under, they will not be able to fulfill their agreement. Member Koukol asked if a one percent (1%) increase in tax annually would work and if they can look at five (5%) percent increase every five (5) years and prepare a new contract.

Mr. Standiford stated that Solar 1, LLC would be willing to have five (5%) percent increase every five (5) years. Mr. Standiford also stated that the decommissioning amount is looked at every five (5) years.

Chairman Wormley stated that the State's Attorney would like to review the contract and will make modifications if needed.

Member DeBolt made a motion, seconded by Member Koukol, to approve the community benefit agreement, and to have five (5%) percent tax increase for inflation every five (5) years.

The votes were as follows:

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

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

The proposal will go to the next County Board meeting on the regular agenda, pending review by the State's Attorney.

Member Flowers made a motion, seconded by Member Rodriguez, to forward this Petition to the County Board with the addition of the special use condition by adding the community benefit agreement, and allowing the State's Attorney time to review it.

The votes were as follows:

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

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

The proposal will go to the next County Board meeting on the regular agenda, pending review by the State's Attorney.

NEW BUSINESS:

Approval of a Community Benefit Agreement Between Ament Solar 1, LLC and the County of Kendall, Illinois

See Information Under Petitions

Introduction of Code Enforcement Officer Larry Simmons and Update on Planning, Building and Zoning Department Staffing

Mr. Simmons spoke briefly about his background and how much he enjoys working for the County.

May 31, 2025, Meet the Code Official Event

This is community event at Kendall Township from 8:00 a.m. – 10:00 a.m. The purpose of the event is to inform the public about building codes. The event will also provide code enforcement education and advice on better ways to do certain tasks.

Discussion of Adopting a Property Maintenance Code

Brian Holdiman spoke on dealing with issues that have not been addressed in individual adopted ordinances that have been codified into the Kendall County Code and the International Residential Code and the International Building Code. He stated they are looking into a property maintenance code which is more specific on code violations. Mr. Holdiman stated that they received notification from the State's Attorney that they can update the code. Mr. Holdiman will perform presentations and offer suggestions on how the code will be enforced.

Mr. Holdiman stated that, after January 1, 2026, the Department will be looking at updating their Code. At the moment, the County is on the 2018 version of the International Code Books. Mr. Holdiman stated he would like to stay current with other municipalities.

Mr. Wormley asked for feedback from the commission. Member DeBolt asked how many people he has working on a daily basis. Mr. Holdiman stated that currently it is Larry Simmons and himself. Previously it was just Mr. Holdiman.

Member DeBolt asked how Mr. Holdiman receives the complaint information. Mr. Holdiman stated he receives the complaints via phone call or in person. He does not patrol the County. There is a new complaints dashboard in which a person can send an email through the website and the person can provide the necessary information. The code officials can perform an investigation and issue a violation.

Member Rodriguez asked if there are enough resources to handle the number of complaints that come into the portal. Mr. Holdiman stated he feels the County has enough resources and the Department will be more efficient. Member Rodriguez asked where he would be able to find the QR code to the complaint portal. Mr. Holdiman provided the information to Member Rodriguez.

Member Koukol asked about the International Property Maintenance Code and if the Committee will vote on it and how it will work. Mr. Holdiman stated he just received notification from the State's Attorney's Office to move forward with using the International Property Maintenance Code. Mr. Holdiman stated that he will provide a presentation on how it works at a later date.

Member Flowers asked if they use cameras or drones. Mr. Holdiman stated that they do not use drones. They use their camera phones quite extensively. Neighbors also provide information. On the website people can upload photos with their complaints.

Member Koukol expressed some concern about the International Property Maintenance Code and how it will be used. Mr. Holdiman stated that they can take the code book and go through it page by page and amend any section they would like. They don't have to use the entire book; they can use part of it. There will also be more legal review. Mr. Holdiman stated this is something they would like to use in the beginning of 2026.

Chairman Wormley asked if the Committee would like to start working on the short-term rentals. Currently it's not regulated in the unincorporated parts. Member DeBolt stated he would like to see more distance between the short-term rentals and other homes. Chairman Wormley stated that he would like to limit the amount of people allowed in these short-term rentals. Mr. Holdiman stated the permit for short-term rentals has to be renewed annually. Member Rodriguez asked what the other municipalities and the City of Chicago are doing to keep it under control.

Update on the Comprehensive Plan Update Project

Chairman Wormley gave an update on the project. Teska is having community meetings to obtain feedback from the public. This will give the residents a chance to provide input.

OLD BUSINESS:

Approval of a Request to Extend the Deadline to Install Landscaping at the Property Between 3900 and 3716 Stewart Road (PIN: 09-09-100-002 in Seward Township.

Chairman Wormley stated that the deadline is on June 1, 2025. He would like to extend the deadline to December 1, 2025

Member Koukol made a motion, seconded by Member DeBolt, to approve extending the deadline to December 1, 2025.

The votes were as follows:

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

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

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

Chairman Wormley stated there are no updates at this time.

Updates on Amendments to the County-Wide Stormwater Management Ordinance Division of the Kendall County Code

Chairman Wormley read the email from FEMA. We continue to work with FEMA on the review of the County's submitted ordinance.

REVIEW PRE-VIOLATION AND VIOLATION REPORT:

The Committee reviewed the report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION:

Member Flowers spoke about the summer meeting scheduled for July 21, 2025, with several great speakers. Also, the Historic Preservation Commission is currently looking for locations to meet.

REVIEW REVENUE REPORT:

The Committee reviewed the report.

CORRESPONDENCE

None

COMMENTS FROM THE PRESS:

None

EXECUTIVE SESSION

None

ADJOURNMENT:

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

Chairman Wormley adjourned the meeting at 8:04 p.m.

Minutes prepared by Wanda A. Rolf, Part-Time Office Assistant

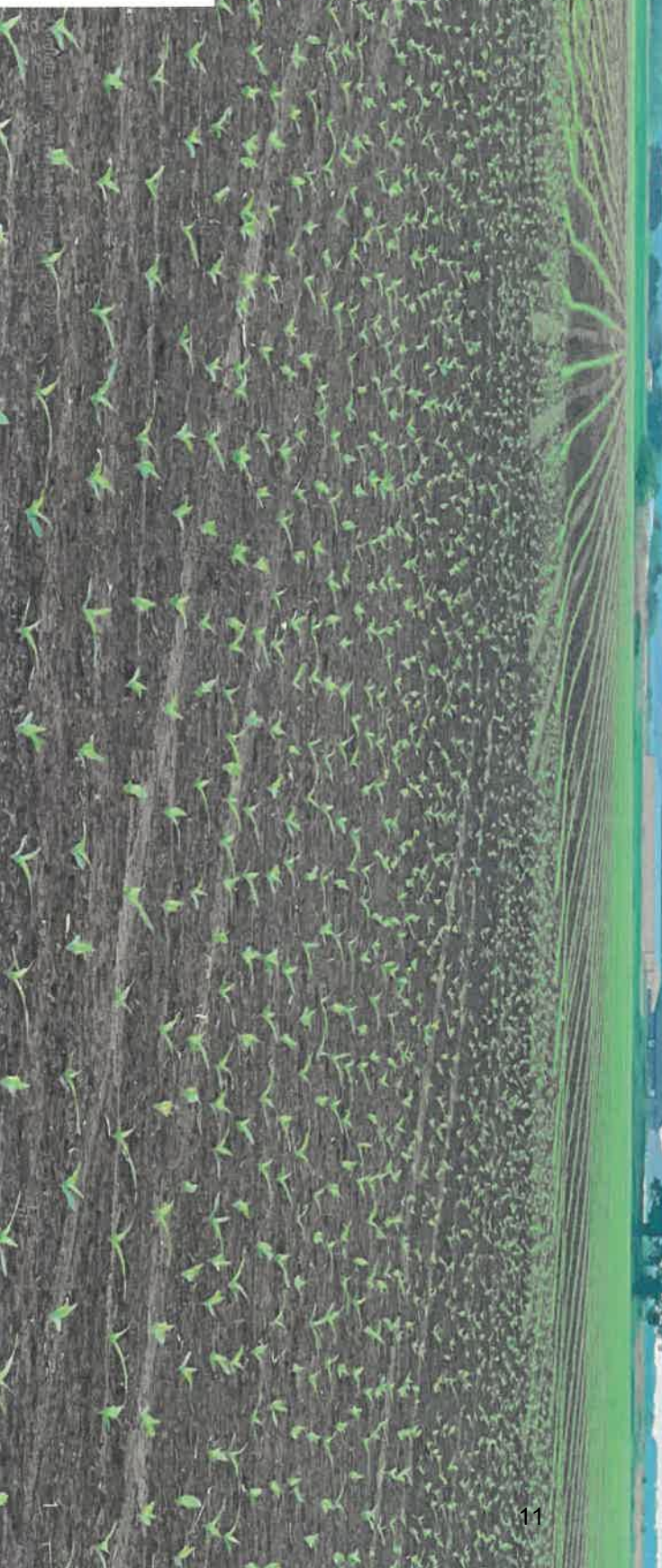
Enc.

Ament Road

Kendall County, IL

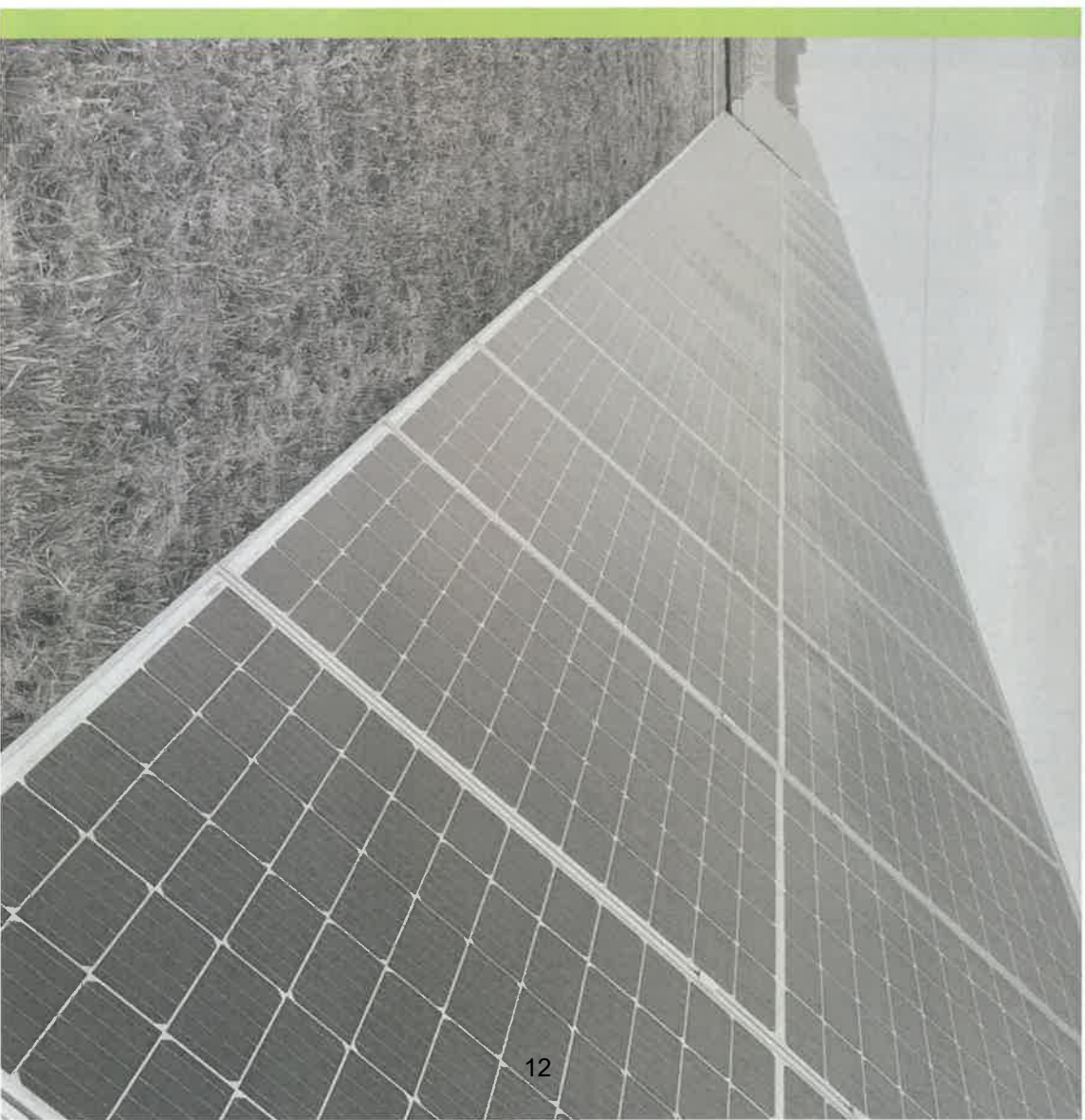
Kendall County Planning, Building and Zoning

May 21st, 2025



Agenda

- New Leaf Energy: Company Overview
- Property and Site Overview
- Solar Project Overview
- Drainage
- Project Benefits
- Decommissioning
- Questions



Project Team

- Tom Ryan - Sr. Project Developer
- Nick Bellone - Civil Project Engineer
- Nick Standiford - Counsel



New Leaf Energy: Company Overview

About Us

- Formerly known as Borrego Solar, we have been business since the 1980s and developing community solar projects since 2002
- Midwest Development team located in Illinois; company is headquartered in Massachusetts

Our Success in Illinois

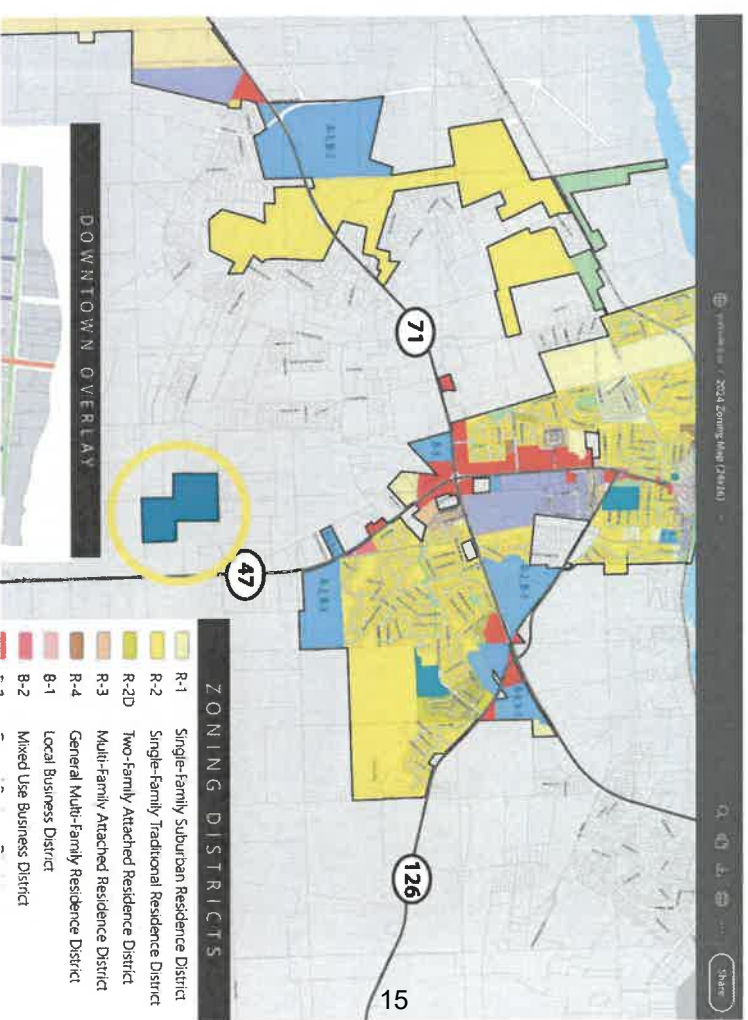
- Permitted over 70 community solar projects throughout Illinois
- 25 projects have been built in Illinois over the past 6 years
- 6 projects currently under construction; 14 projects expected to construct in 2025
- Worked with over 40 counties and municipalities in Illinois



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Project Site Overview

- Site Address: **Ament Rd - Kendall County**
- Landowner: **Janet Dhuse**
- Coordinates: **(41.597060, -88.443146)**
- Parcel ID: **05-16-300-006 & 05-17-400-005**
- County: **Kendall County**
- Acres of Parcels: **94 acres**
- Targeted usable Acres: **40 acres**



Project Site Overview

Power Capacity - 5MWac

Access - Ament Rd

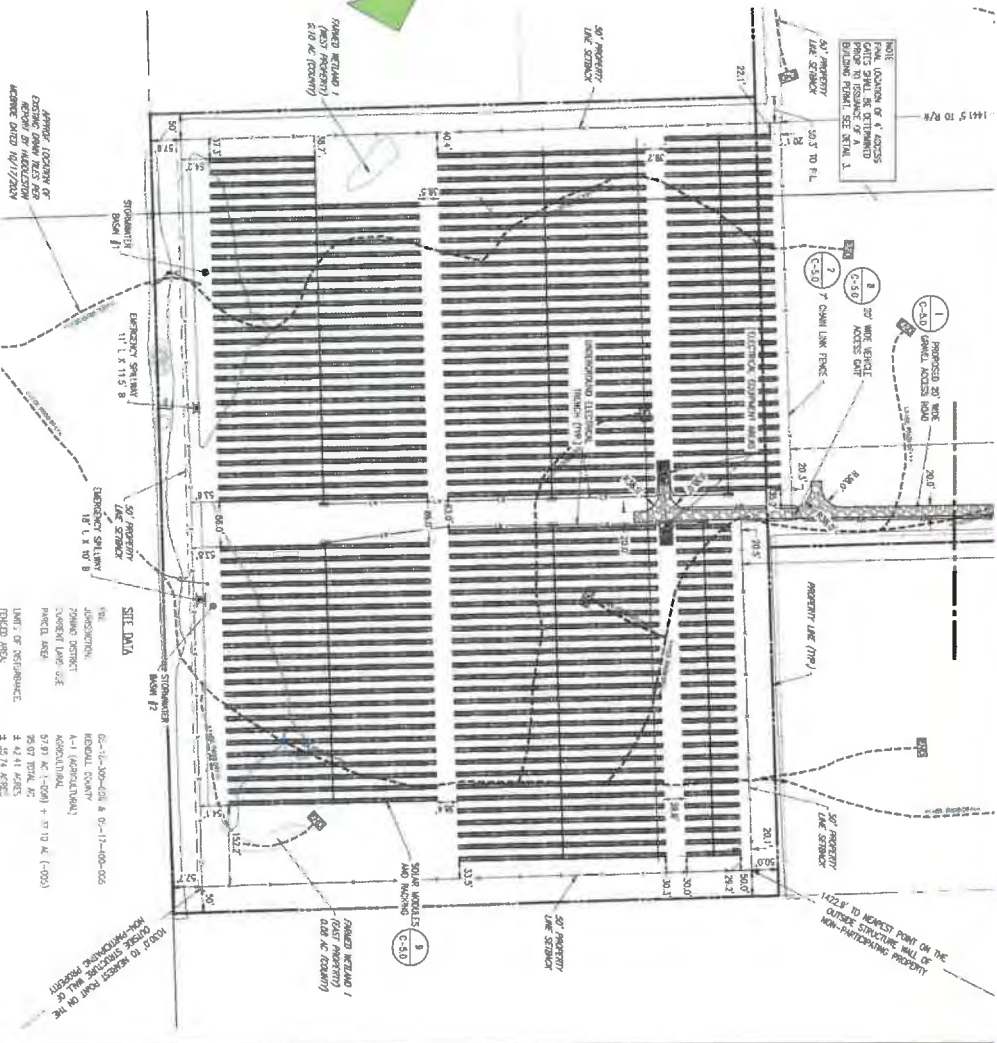
Racking Type - Single Axis Tracker

Interconnection Status - ComEd

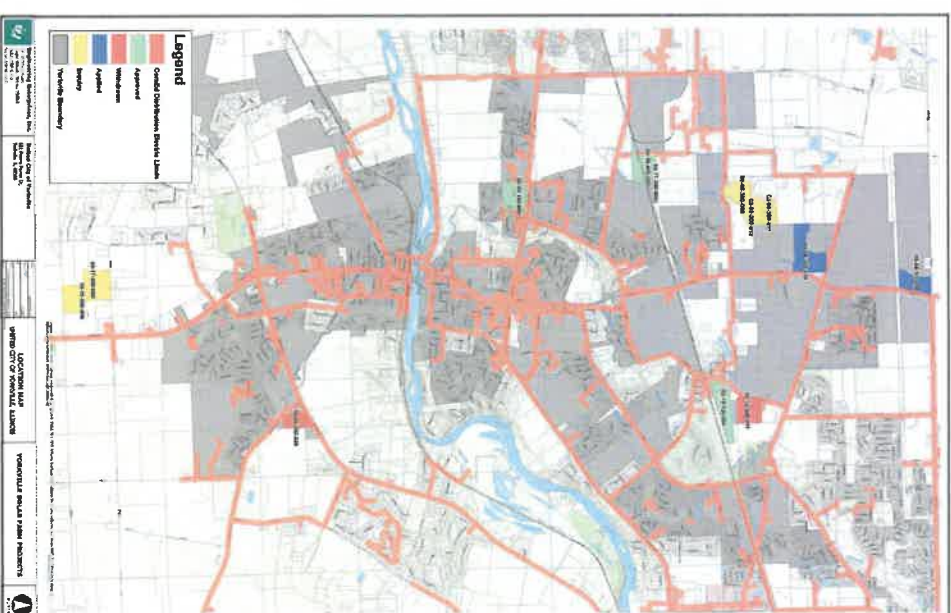
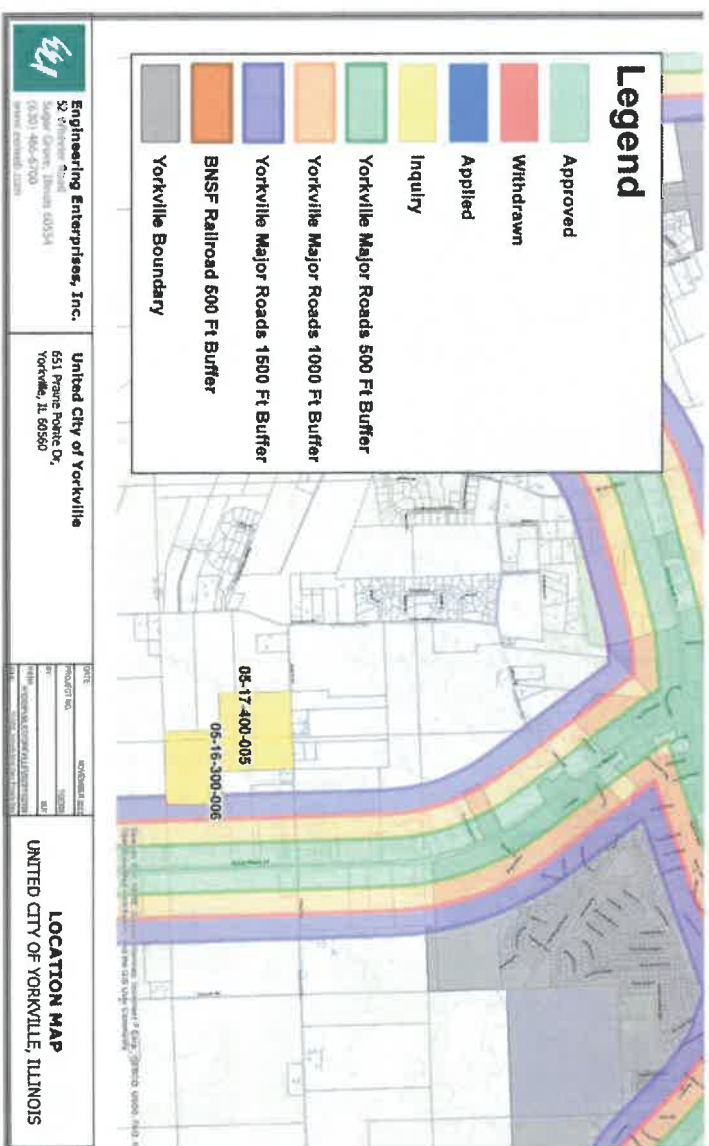
Storage - None



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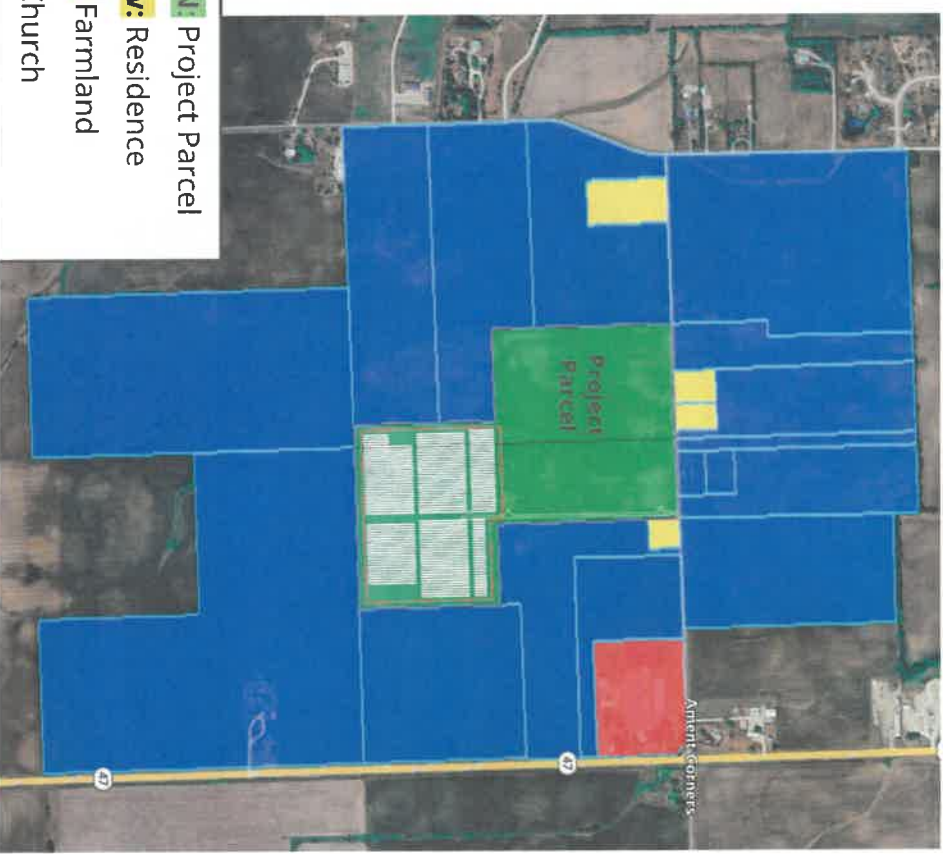


Yorkville Ordinance Update



Outreach Overview

- Notifications were sent to all surrounding property owners as well as Kendall Townships and The United City of Yorkville
- New Leaf representatives conducted door to door outreach to all adjacent residences
- Closest residence is 1,378 feet to the north



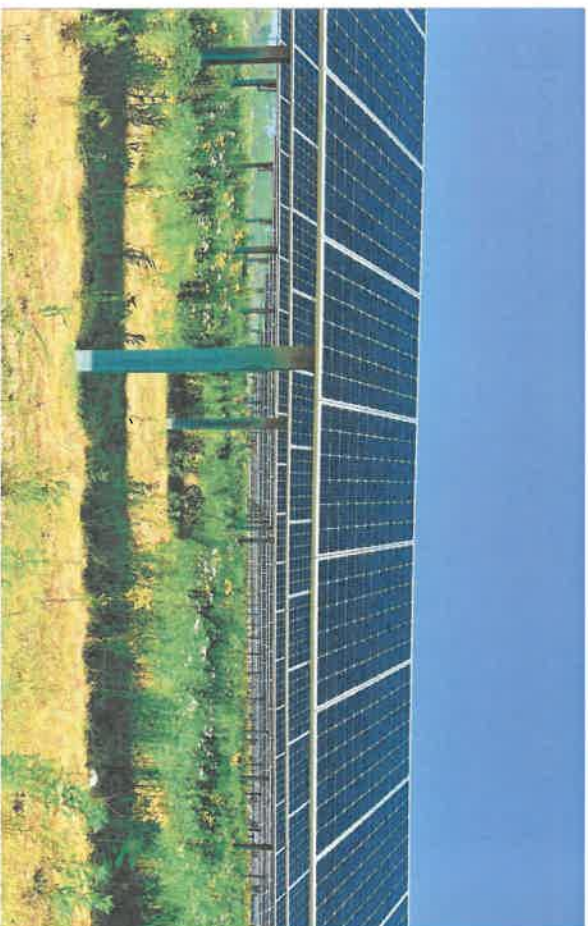
Future Commercial Development Can Occur



Walmart Overlay



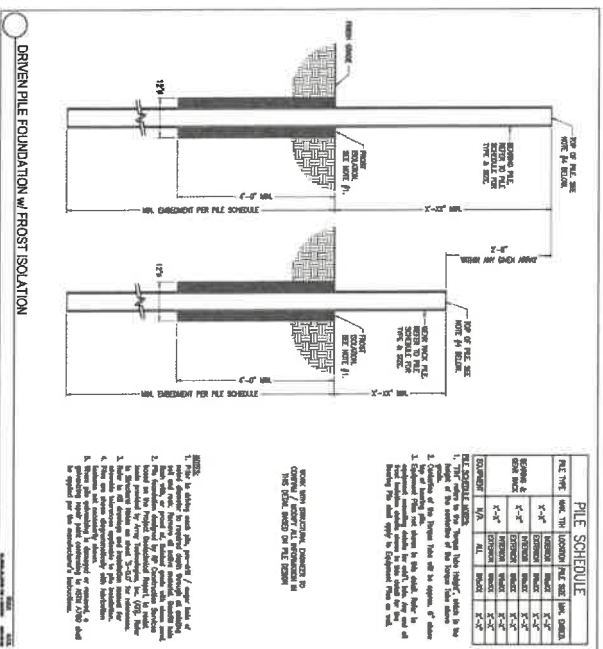
Select Project Attributes



New Leaf Energy site in Will County

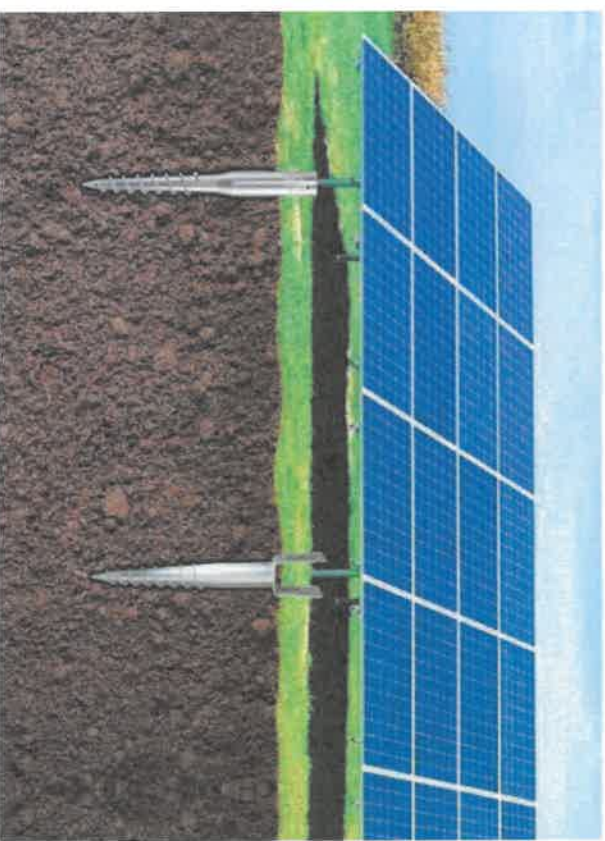
- Solar panel arrays consisting of trackers and racking
- Concrete limited to equipment pad for electrical equipment
- Security fence at 7' height
- Underground trenching/cabling
- Gravel access road
- Limited access road grading and retention basins to maintain drainage patterns
- Planted with native pollinator mix
- Layout designed to accommodate agrivoltaics

Racking Foundations



Driven Pile:

Most Common in Illinois



Ground Screw:

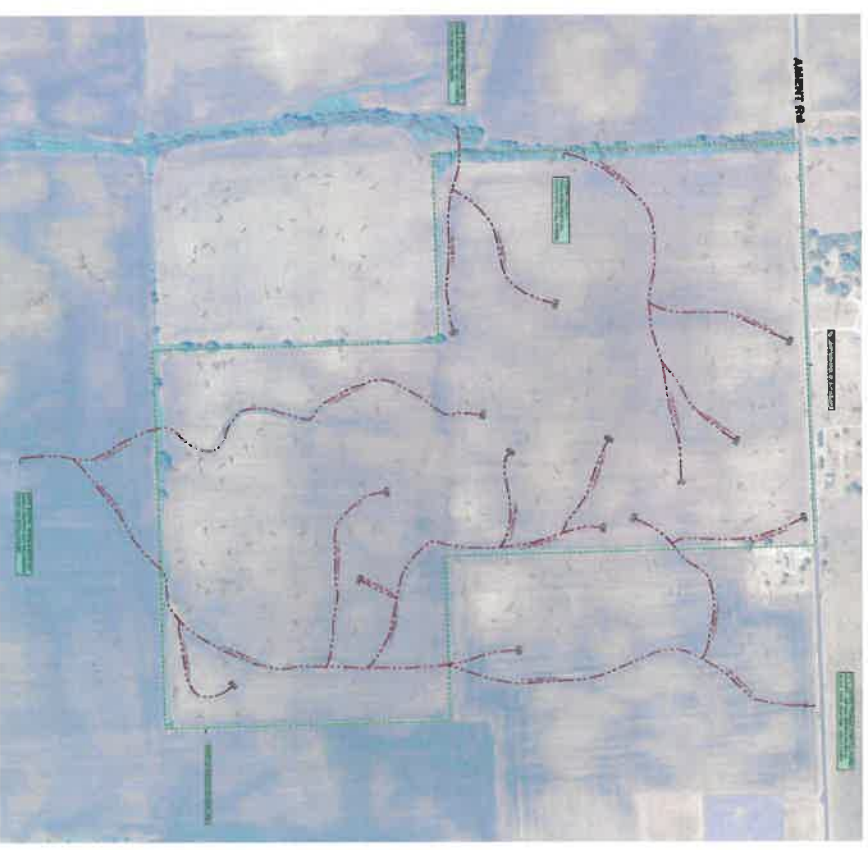
Typically only used when bedrock present (rare in Illinois)

No concrete or cast foundations are used

Project Site Overview: Drainage

After construction, the field will drain the same way that it did prior to the solar installation:

- Drain tile is considered in final layout design and avoided when practical
- During construction, tile locations are flagged to facilitate avoidance
- Broken tile is repaired or replaced in-kind
- Construction crews regularly monitor the site for any tile or drainage issues



Drain Tile Probability Map prepared by Tom Huddleston of
Huddleston McBride

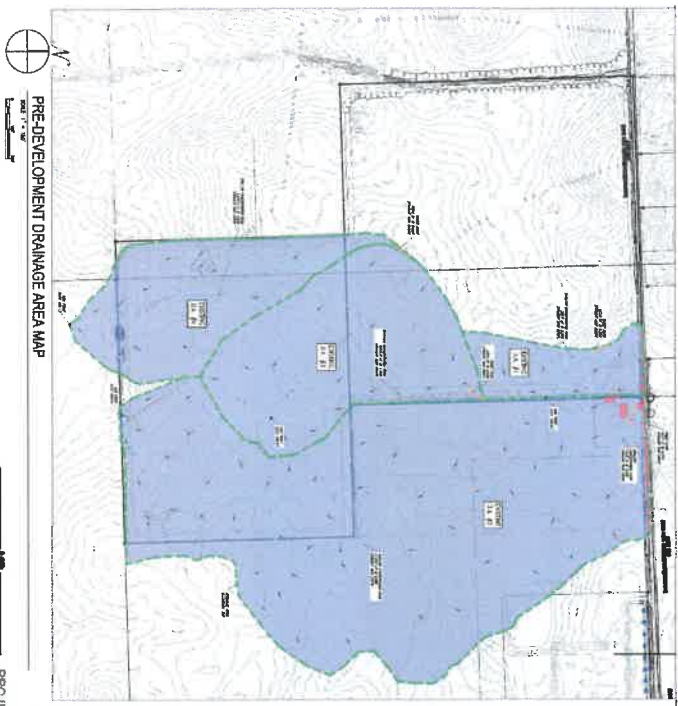
Pollinators

BENEFITS of NATIVE GRASSES AND WILDFLOWERS include

- Reduces soil erosion
- Increases soil organic matter
- Creates habitat for bees and butterflies to forage
- Increases pollination for nearby crops
- Enhances on-site water management
- Reduces maintenance and mowing
- Builds healthy topsoil
- Develops stronger resistance to weeds



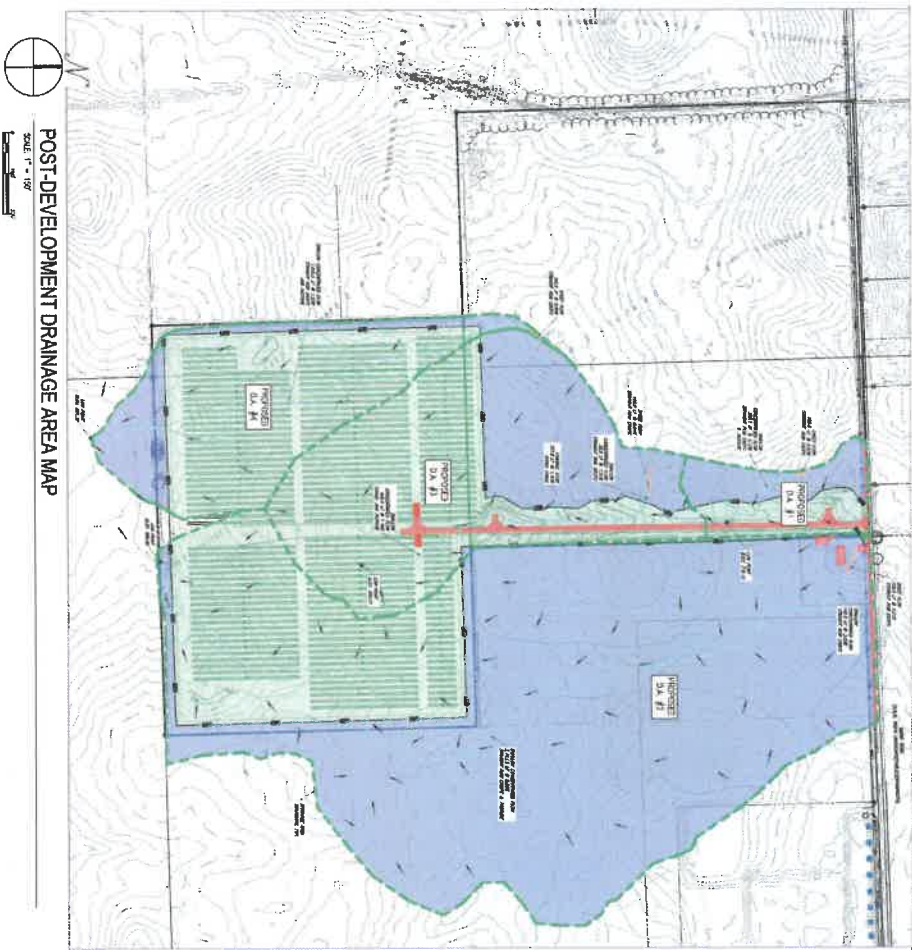
Stormwater Study



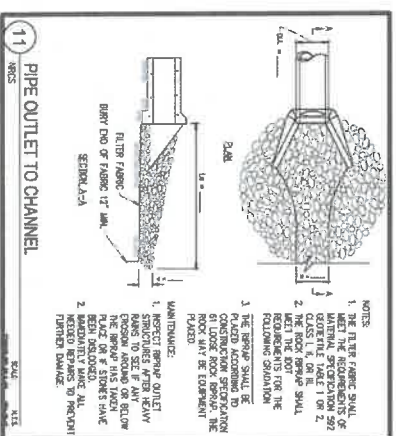
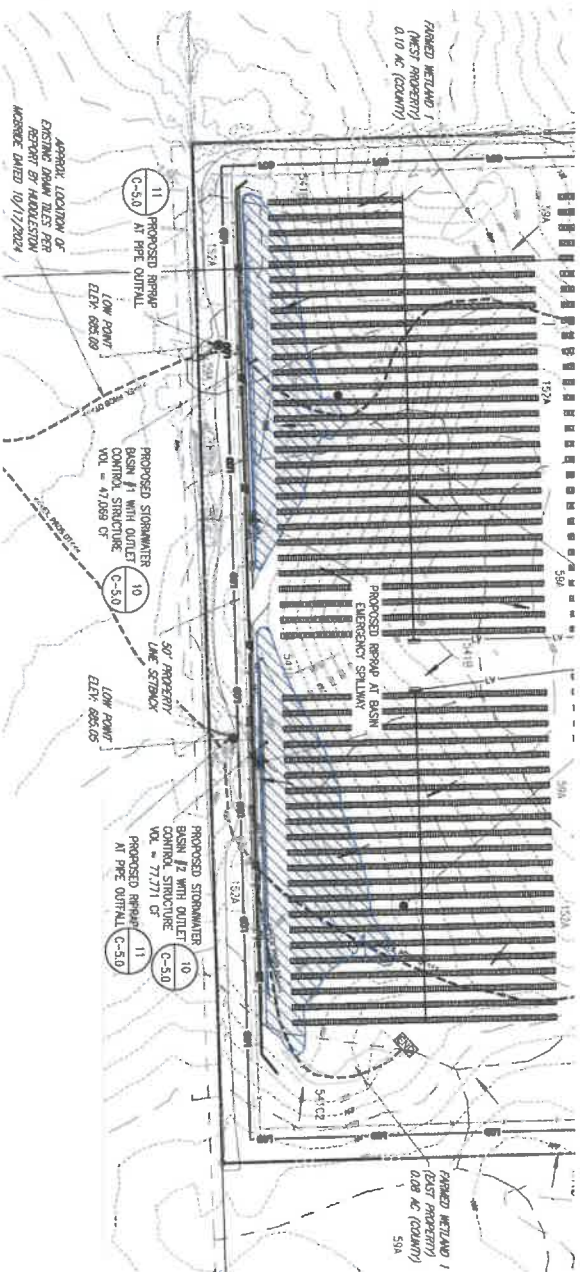
- PROJECT LIMITS OF DISTURBANCE
DRAINAGE AREA BOUNDARY
SHEET FLOW
SHALLOW CONCENTRATED FLOW
ROW CROPS – GOOD CONDITION
PASTURE
IMPERVIOUS AREA
DRAINAGE FLOW ARROW



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Prepared by Atwell, LLC on January 12, 2025



Stormwater Permit Approval

February 11, 2024

Mr. Matt Asselmeier
Kendall County Planning, Building, & Zoning
111 West Fox Street
Yorkville, IL 60560-1498

Subject: 1000 Ament Road – Solar Farm WBK Project 19-102.CI

Dear Mr. Asselmeier:

We have received and reviewed the following information for the subject project:

- Stormwater Permit Application Prepared by Ament Road Solar 1, LLC dated January 15, 2025 and received January 16, 2025.
- Stormwater/ Drainage Memorandum prepared by Atwell, LLC. dated January 14, 2025, and received January 16, 2024.
- Engineering Plans (Special Use Permit Set) prepared by Atwell, LLC. Dated February 10, 2025, and received February 11, 2025.

We find that all prior comments have been resolved and have no objection to the issuance of a stormwater permit. Find attached a construction inspection checklist.

If you have any questions or comments, please contact us at (630) 443-7755.

Sincerely,


Greg Chismark PE
WBK Engineering, LLC



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Approved Road Use Agreement - Kendall Township

KENDALL TOWNSHIP ROAD DISTRICT ROAD USE AGREEMENT

THIS ROAD USE AGREEMENT is entered into this 12th day of May, 2025 by and between Arment Solar 1, LLC ("Arment Solar") and the Kendall Township Road District (the "Road District") for the use of Arment Road (the "Road") for the access to the proposed location during the construction of a solar farm located approximately one-half mile west of Illinois Route 47 (the "Project"). Arment Solar and the Road District may sometimes be referred to herein individually as a "Party" or collectively as "Parties."

1. The maximum weight limit on the Road will be 8 tons from February 1st through April 30th. At other times, the Road District shall issue overweight and oversize permits in a timely manner upon the filing of such applications and concurrent with any applicable Illinois Department of Transportation for overweight or oversize permit(s).
2. The Road District permits access to Arment Solar and its contractors, sub-contractors, employees, agents, material suppliers, vendors, transport providers, representatives, and designees (collectively, the "Arment Solar Contractors") to the solar farm as shown on the Arment Road Solar Traffic Route Exhibit attached hereto as Exhibit A and incorporated herein.
3. Arment Solar is authorized to replace the existing access driveway entrance/exit and existing culvert at the Property without additional permits at Arment Solar's expense. Arment Solar shall notify the Road District not less than 48 hours prior to beginning work on said access driveway entrance/exit and culvert. The new culvert shall be RCOIP, 15" diameter and not more than 40' long, including precast concrete barrel end sections. Backfill for the culvert shall be capped with not less than 12" C&G aggregate. Culvert ends shall be protected with topsoil, Class 2A seed, fertilizer and erosion control blanket, placed in accordance with the Standard Specifications for Road and Bridge Construction in Illinois.
- Arment Solar shall maintain the access driveway entrance/exit and culvert in good working order until the Project is complete. Said maintenance shall include, but is not limited to, removal and replacement of damaged culvert pipe, addition of aggregate surface course, and restoration of any/all landscaping items.
4. Arment Solar shall sign, or have signed, all highway work zones and closures in accordance with the Manual on Uniform Traffic Control Devices and the Illinois Department of Transportation Supplement to the Manual on Uniform Traffic Control Devices in accordance with the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.
5. Arment Solar shall keep the Road clear, by removing all mud, dirt, oil, spilled or tracked construction materials, garbage, obstructions or other hazards, upon notice and within a reasonable time period.
6. Arment Solar shall prohibit the use of the Road and right-of-way as storage or staging areas and as parking areas for vehicles and equipment of Arment Solar and the Arment Solar Contractors.

17. 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 invalidation 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.

18. This Agreement shall have to the benefit of and shall be binding upon the Parties, their respective successors and assigns.

IN WITNESS WHEREOF, on the date noted below the Parties have caused the Agreement to be executed by their duly authorized officers.

ARMENT SOLAR 1, LLC

By: 

Name: THOMAS RYAN
for: Sa. Project Developer

Date: 5/12 2025

KENDALL TOWNSHIP ROAD DISTRICT

By: 

Name: Doug Wierhoff
Kendall Township Highway Commissioner

Date: 5-12-25 2025

RUA Overview

- Road weight limits and time of year road use restrictions.
- Culvert installation & maintenance during the project.
- Pre & post road survey conducted by 3rd party engineer.
- \$200k bond to cover any damages.

Decommissioning Plan

Line Item	Task	Cost
1	Module Removal	\$ 7,810.83
2	Rack Wiring Removal	\$ 1,952.71
3	Rack Dismantling	\$ 5,858.18
4	Electrical Equipment Loading and Removal	\$ 2,680.20
5	Break Up Concrete Pads	\$ 1,221.77
6	Load Racks	\$ 23,120.99
7	Electrical Wiring Removal	\$ 4,064.97
8	Foundation Pile Removal	\$ 26,505.02
9	Fence Removal	\$ 23,464.96
10	Power Pole Removal	\$ 7,500.00
11	Gravel Road Reclamation	\$ 55,253.21
12	Seed Disturbed Areas	\$ 4,985.06
13	Trucking to Transfer Station	\$ 2,093.44
Total =		\$166,511.35

25 Year Projection

of Years = 25
 Inflation Rate = 2.0%
 Total * (1 + Inflation Rate)ⁿ # of Years + Grand Total

Decommissioning Bond Total: \$425,897.37



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Project Benefits

- **Will pay \$605,225 in property taxes over 20 years**
 - Diversifies local economy without burdening infrastructure and services
- Maintains existing drainage; has minimal impervious areas
- Compatible with agrivoltaic uses like livestock grazing
- Native seed mix allows for reduced runoff and erosion and creates a habitat for pollinators
- Temporary use of the space – allows the soil to rest for 40 years and remain productive when returned to farming



Solar Tax Rate

20 Years

This project will pay approximately \$605,225 in property tax over its first 20 years of operations.

- The first year of operations will pay \$37,737 in property tax.
 - Current 2024 property tax at this site area is \$2,200.

District	%	20 Years
SCHOOL DISTRICT CU-115	75%	\$451,432.44
BRISTOL-KENDALL FPD	8%	\$48,758.39
KENDALL COUNTY	7%	\$41,169.87
JR COLLEGE #516	5%	\$32,781.25
KENDALL ROAD DISTRICT	2%	\$14,880.83
FOREST PRESERVE	2%	\$10,351.09
KENDALL TOWNSHIP	1%	\$5,851.12
TOTAL		\$605,225.00

Community Benefits

COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT ("Agreement") is made this ____ day of _____, 2025, between Ament Solar 1, LLC, a Delaware limited liability company (the "Developer") and the County of Kendall, Illinois, an Illinois body politic (the "County") (individually Developer and the County are each a "Party" and collectively are the "Parties").

WHEREAS, Developer proposes to construct, own and operate a solar farm at parcels 05-16-300-006 and 05-17-400-005 and known as the Ament Solar 1, LLC commercial solar energy project (the "Project") in the County of Kendall, Illinois and Developer has applied to the County for a special use permit for the Project;

WHEREAS, the Project will include a solar photovoltaic system and other ancillary Project improvements to be installed in the County;

WHEREAS, Developer desires to participate in and contribute to the well-being of the community;

WHEREAS, by this Agreement, Developer shall provide certain economic benefits to the County in addition to those substantial economic benefits the Project will already provide to the County and its citizens;

WHEREAS, Developer and County agree that this Agreement will provide substantial benefits to the County and its citizens, and will serve to offset any possible increased demand upon County services resulting from the operation of the Project; and

NOW THEREFORE, in consideration of the promises made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The recitals are adopted and incorporated as material terms of this Agreement.
2. On an annual basis during the commercial operation of the Project, Developer shall contribute the amount of Fifteen Thousand Dollars (\$15,000) to the County (the "Contribution"), which is approximately \$3,000 per megawatt of the Project. The first Contribution shall be made within thirty (30) days after the Project achieves commercial operation. Subsequent Contributions shall be made on the yearly anniversary of the first annual payment, or on such other calendar date as the Parties may agree.
3. If the County does not approve the special use permit application for the Project, and/or if Developer elects not to build the Project, then this Agreement shall become null and void, and neither Party shall have any obligations hereunder. This Agreement does not constitute any promise or representation that the County will approve the special use permit application for the Project.

IN WITNESS WHEREOF, this Agreement is executed effective as of the day and year first above written.

AMENT SOLAR 1, LLC
a Delaware limited liability company
By: 1115 Solar Development, LLC
its sole member and manager

By: _____ Name: _____
Title: _____

COUNTY OF KENDALL, ILLINOIS,
an Illinois body politic

By: _____ Name: _____
Title: _____

- **Community Benefits**
- **Economic contribution for the well-being of the community**
- **\$15,000 paid annually to Kendall County for life of the project**
 - **\$3,000 per MW**



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An aerial photograph of a landscape featuring a winding river, a dense forest, and large agricultural fields. The text "Thank you" is overlaid in a large, light green font.

Thank you



Confidential © New Leaf Energy, Inc. 2022

Kendall County



Zoning-Econ 5-9-25

CLERK: WR01f BATCH: 5476

NEW INVOICES

VENDOR REMIT NAME INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

PENDING UNPAID INVOICES

1849 00001 VERIZON 6111514642 051525 126.96 .00 126.96 1099:

CASH 000008 2025/05 INV 04/30/2025 SEP-CHK: Y DISC: .00 11001902 62070
ACCT 1Y210 DEPT 19 DUE 05/13/2025 DESC:PBZ-Verizon

CONDITIONS THAT PREVENT POSTING INVOICE 1849/63342

* Invoice must be approved or voided to post.

1849 00001 VERIZON 6111514642A 051525 42.32 .00 42.32 1099:

CASH 000008 2025/05 INV 04/30/2025 SEP-CHK: Y DISC: .00 131505 62070
ACCT 1Y210 DEPT 19 DUE 05/13/2025 DESC:Econ-Verizon

CONDITIONS THAT PREVENT POSTING INVOICE 1849/63343

* Invoice must be approved or voided to post.

2063 00000 RUNCO OFFICE SUP 967437-0 051525 92.70 .00 92.70 1099:

CASH 000008 2025/05 INV 04/30/2025 SEP-CHK: Y DISC: .00 11001902 62000
ACCT 1Y210 DEPT 19 DUE 05/13/2025 DESC:Runco Office Supply

CONDITIONS THAT PREVENT POSTING INVOICE 2063/63344

* Invoice must be approved or voided to post.

135 00000 BUILDING & ZONIN 4-30-25 051525 7.07 .00 7.07 1099:

CASH 000008 2025/05 INV 04/30/2025 SEP-CHK: Y DISC: .00 11001902 62170
ACCT 1Y210 DEPT 19 DUE 05/13/2025 DESC:Petty Cash-BH

CONDITIONS THAT PREVENT POSTING INVOICE 135/63345

* Invoice must be approved or voided to post.

1153 00000 KENDALL COUNTY H 5-6-25 051525 275.72 .00 275.72 1099:

CASH 000008 2025/05 INV 04/30/2025 SEP-CHK: Y DISC: .00 11001902 62170
ACCT 1Y210 DEPT 19 DUE 05/13/2025 DESC:KC Highway Dept-Fuel

CONDITIONS THAT PREVENT POSTING INVOICE 1153/63386

* Invoice must be approved or voided to post.

Report generated: 05/09/2025 12:58
User: WR01f
Program ID: apinvent



Kendall County

Zoning-Econ 5-9-25

CLERK: WROlf BATCH: 5476

NEW INVOICES

VENDOR REMIT NAME INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

3883 00000 ANTHONY MAYER 5-1-25 051525 1,400.00 .00 .00
CASH 000008 2025/05 INV 04/30/2025 SEP-CHK: Y DISC: .00
ACCT 1Y210 DEPT 19 DUE 05/13/2025 DESC:qty-10 Mayer Plumbing 11001902 63610 1,400.00 1099:N

CONDITIONS THAT PREVENT POSTING INVOICE 3883/63388

* Invoice must be approved or voided to post.

541 00000 FIRST NATIONAL B 5-8-25 051525 19.97 .00 .00
CASH 000008 2025/05 INV 05/02/2025 SEP-CHK: Y DISC: .00
ACCT 1Y210 DEPT 19 DUE 05/13/2025 DESC:FNBO 11001902 62060 19.97 1099: *MAZO lunch*

CONDITIONS THAT PREVENT POSTING INVOICE 541/63443

* Invoice must be approved or voided to post.

1508 00000 ROBIN GREEN INC. 225077 051525 88.00 .00 .00
CASH 000008 2025/05 INV 05/07/2025 SEP-CHK: Y DISC: .00
ACCT 1Y210 DEPT 19 DUE 05/13/2025 DESC:Paradise Car Wash 11001902 62170 88.00 1099:

CONDITIONS THAT PREVENT POSTING INVOICE 1508/63444

* Invoice must be approved or voided to post.

8 PENDING UNPAID INVOICES TOTAL 2,052.74

0 INVOICE(S) REPORT POST TOTAL .00

REPORT TOTALS .00

Kendall County



Zoning-Econ 5-27-25

CLERK: wro1f BATCH: 5509

NEW INVOICES

VENDOR REMIT NAME INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

PENDING UNPAID INVOICES

1172 00000 KENDALL PRINTING 25-0509 053125 40.00 .00 .00

CASH 000008 2025/06 INV 05/15/2025 SEP-CHK: Y DISC: .00 11001902 62000 40.00 1099:N
ACCT 1Y210 DEPT 19 DUE 05/15/2025 DESC:Kendall Printing

CONDITIONS THAT PREVENT POSTING INVOICE 1172/63741

* Invoice must be approved or voided to post.

1172 00000 KENDALL PRINTING 25-0516 053125 100.90 .00 .00

CASH 000008 2025/06 INV 05/15/2025 SEP-CHK: Y DISC: .00 11001902 62000 100.90 1099:N
ACCT 1Y210 DEPT 19 DUE 05/15/2025 DESC:Kendall Printing -Inspection Forms

CONDITIONS THAT PREVENT POSTING INVOICE 1172/63789

* Invoice must be approved or voided to post.

1172 00000 KENDALL PRINTING 25-05192 053125 32.00 .00 .00

CASH 000008 2025/06 INV 05/15/2025 SEP-CHK: Y DISC: .00 11001902 62000 32.00 1099:N
ACCT 1Y210 DEPT 19 DUE 05/15/2025 DESC:Kendall Printing Doorhanger

CONDITIONS THAT PREVENT POSTING INVOICE 1172/63816

* Invoice must be approved or voided to post.

1247 00000 LEO'S 4372 053125 471.00 .00 .00

CASH 000008 2025/06 INV 05/15/2025 SEP-CHK: Y DISC: .00 11001902 63830 471.00 1099: *HP*
ACCT 1Y210 DEPT 19 DUE 05/15/2025 DESC:Leo's Trophies-Tree Plaques

CONDITIONS THAT PREVENT POSTING INVOICE 1247/63824

* Invoice must be approved or voided to post.

1714 00000 STEVEN'S SILK SC 23890 053125 120.00 .00 .00

CASH 000008 2025/06 INV 05/27/2025 SEP-CHK: Y DISC: .00 11001902 66500 120.00 1099:
ACCT 1Y210 DEPT 19 DUE 05/27/2025 DESC:Stevens Silkscreening & Embroidery

CONDITIONS THAT PREVENT POSTING INVOICE 1714/64086

* Invoice must be approved or voided to post.

Report generated: 05/27/2025 15:35
User: wro1f
Program ID: apinvent

Zoning-Econ 5-27-25

CLERK: WR01f BATCH: 5509

NEW INVOICES

VENDOR REMIT NAME		INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
1714	00000 STEVEN'S SILK SC 23927			053125	15.10	.00	.00	
CASH 000008	2025/06 INV 05/27/2025	SEP-CHK: Y		DISC: .00				
ACCT 1V210	DEPT 19 DUE 05/27/2025	DESC:Stevens silkscreening & Embroidery-Cap			11001902 66500			
	CONDITIONS THAT PREVENT POSTING INVOICE	1714/64089						
								15.10 1099:
* Invoice must be approved or voided to post.								
6 PENDING UNPAID INVOICES		TOTAL			779.00			

0 INVOICE(S)	REPORT POST TOTAL	.00
	REPORT TOTALS	.00

Kendall County



YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

ACCOUNTS FOR:		ORIGINAL	TRANSFERS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
1100	General Fund	APPROP	ADJUSTMTS	BUDGET			BUDGET	USE/COL
11001902 Planning, Building and Zoning								
11001902 41180	Building Fee / P	-100,000	0	-100,000	-57,075.12	.00	-42,924.88	57.1%*
11001902 41190	PBZ - Recording	-1,200	0	-1,200	-132.00	.00	-1,048.00	12.7%*
11001902 41200	Zoning Fee	-10,000	0	-10,000	-1,778.00	.00	-8,222.00	17.8%*
11001902 41450	2012 NRA Source	-10	0	-10	.00	.00	-10.00	.0%*
11001902 51030	Salaries - Cleri	51,590	0	51,590	20,030.40	.00	31,559.60	38.8%
11001902 51070	Salaries - Manag	51,728	0	51,728	23,937.16	.00	27,790.84	46.3%
11001902 51080	Salaries - Compl	106,715	0	106,715	42,135.72	.00	64,579.28	39.5%
11001902 51090	Salaries - ZBA P	3,650	0	3,650	950.00	.00	2,700.00	26.0%
11001902 62000	Office Supplies	2,500	0	2,500	1,015.06	.00	1,484.94	40.6%
11001902 62010	Postage	3,100	0	3,100	1,177.39	.00	2,922.61	5.7%
11001902 62030	Dues	960	0	960	50.00	.00	910.00	5.2%
11001902 62040	Conferences	1,100	0	1,100	460.00	.00	640.00	41.8%
11001902 62050	Mileage	50	0	50	.00	.00	50.00	.0%
11001902 62060	Training	1,000	0	1,000	169.48	.00	830.52	16.9%
11001902 62070	Cellular Phones	1,550	0	1,550	888.24	.00	661.76	57.3%
11001902 62090	Legal Publicatio	500	0	500	114.70	.00	385.30	22.9%
11001902 62160	Equipment	600	0	600	1,141.16	.00	-541.16	190.2%*
11001902 62170	Vehicle Maintena	3,900	0	3,900	1,227.65	.00	2,672.35	31.5%
11001902 63610	Plumbing Inspect	16,000	0	16,000	7,000.00	.00	9,000.00	43.8%
11001902 63630	Consultants	20,000	0	20,000	7,142.50	.00	12,857.50	35.7%
11001902 63670	NPDES Permit Fee	1,100	0	1,100	.00	.00	1,100.00	.0%
11001902 63700	Recording Fees	1,200	0	1,200	57.00	.00	1,143.00	4.8%
11001902 63800	Regional Plan Co	500	0	500	265.04	.00	234.96	53.0%
11001902 63810	Zoning Board of	500	0	500	.00	.00	500.00	.0%
11001902 63830	Historical Prese	500	0	500	566.54	.00	-66.54	113.3%*
11001902 63840	Ad Hoc Zoning	250	0	250	.00	.00	250.00	.0%
11001902 63850	Refunds	50	0	50	1,075.84	.00	-1,025.84	2151.7%*
11001902 66500	Miscellaneous Ex	600	0	600	135.10	.00	464.90	22.5%
TOTAL Planning, Building and Zoning		158,433	0	158,433	49,533.86	.00	108,899.14	31.3%
TOTAL General Fund		158,433	0	158,433	49,533.86	.00	108,899.14	31.3%
TOTAL REVENUES		-111,210	0	-111,210	-59,005.12	.00	-52,204.88	
TOTAL EXPENSES		269,643	0	269,643	108,538.98	.00	161,104.02	



DEPARTMENT OF PLANNING, BUILDING & ZONING

807 West John Street • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

MEMORANDUM

To: Planning, Building and Zoning Committee
From: Matthew H. Asselmeier, AICP, CFM, Director
Date: June 2, 2025
Re: Mid-Fiscal Year Escrow/Bond Report

Below please find the balances of the various escrow accounts as of the close of business on May 31, 2025.

Tanglewood Trails	\$32,582.00 (On Going) (Punchlist on File)
2884 Route 126 (O'Donovan)	\$1,200.00 (No Permit)
Go Pro Baseball	\$1,183.13 (Permit 11/6/2020)
SW Corner of E. Beecher and Galena	\$877.50 (Permit Not Issued)
10744 Route 47 (Always Faithful)	\$2,688.25 (Permit 6/13/2023)
Yogi Bear Campground	\$3,070.00 (No Permit)
16901 O'Brien Road (Medows)	\$1,428.92 (Permit 9/21/2023)
1270 E. Beecher	\$3,162.63 (No Permit)
13039 McKanna Road	\$2,182.50 (No Permit)
Arbeen Landscaping on Stewart Road	\$3,299.02 (Permit (6/3/2024)
Griswold Springs Road Foot Bridges	\$0.00 (Closed 3/10/2025)
Yorkville Project Center to River Streets	\$5,450.19 (Permit 4/28/2025)
1520 N. Cannonball	\$1,428.41 (Permit 8/23/2024)
7789 Route 47	\$3,699.10 (Permit 4/24/2025)
14719 O'Brien Road	\$662.50 (Permit 8/5/2024)
2142 Wooley Road	\$84.72 (Permit 10/10/2024)
Solar Project East of 2025 Simons	\$0.00 (Closed-Withdrawn)
Subat Forest Preserve	\$0.00 (Permit 6/25/2024)
7821 Route 71	\$0.00 (Closed 12/23/2024)
NICOR Project Corneils to Carpenter	\$1,765.00 (Permit 7/29/2024)
West of 276 Route 52	\$3,778.09 (Permit 5/6/2025)
Four Seasons Storage	\$177.50 (No Permit)
Yorkville Eldamain Road Water Loop Project	\$151.81 (Permit 11/18/2024)
8150 Schlapp (Sieder)	\$991.69 (Permit 10/22/2024)
10000 Block Ament Road Solar Project	\$1,618.50 (No Permit)
2511 Wildy Road (Fence, Fill in Floodplain, Etc.)	\$5,820.60 (No Permit)
2511 Wildy Road (Gazebo)	\$1,865 (No Permit)
Solar Project on Corneils	\$2,246 (No Permit)

The balance in the Fox River Watershed Stormwater Mitigation account was \$389,800.00.

The balance in the Upper Illinois River Watershed Stormwater Mitigation account was \$2,600.00.

The balance in the Henneberry Woods account was \$121,837.24. The funds are to be used for "park improvements."

The balance in the Ravine Woods account was \$9,881.26. The funds are to be used to construct a bike path on the east side of Ravine Court towards Jeremy Lane.

The balance in the Land Cash account was \$46,741.62.

There is a bond on file for the decommissioning of the solar panel project in the 16000 block of Newark Road in the amount of \$230,000.

If you have any questions regarding this memo, please let me know.

MHA



Kendall County Agenda Briefing

Meeting Type: Planning, Building and Zoning
Meeting Date: 6/9/2025
Subject: Annual NPDES Survey to Townships
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

Review of Annual NPDES Survey

Previous Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

Every year at the end of June or beginning of July, Kendall County sends an NPDES survey to the townships.

WBK reviewed the survey and suggested changing the first question under Pollution Prevention to add a reference to road district operations. Question 3 in the same section was slightly reworded. In Question 5 under the same section, stormwater pollution was added.

The revised survey incorporating WBK's suggestions is attached.

Staff Recommendation:

Approval

Attachments:

Draft Survey

NPDES Annual Evaluation Survey Questions
Kendall County

Public Education and Outreach

1. What topics are you interested in learning more about that the County could provide information on for the public? Please rank the following list from 1 to 3 with 1 being most interested and 3 being least interested.
 - A. How to properly store and dispose of common household products such as fuel, oil, paint, etc. _____
 - B. How to incorporate green infrastructure such as rain gardens, rain barrels, or permeable pavement onto my property to improve rainwater runoff. _____
 - C. How to compost to reduce the amount of waste my household generates. _____
2. Do you utilize the stormwater information listed on the County's website at <https://www.kendallcountyil.gov/departments/planning-building-zoning/npdes?>
 - A. Yes
 - B. No
3. Do you find the stormwater information listed on the County's website helpful?
 - A. Yes
 - B. No
 - C. Do not utilize information on County Website
4. Do you feel the quality of surface water (rivers, streams, lakes, ponds, etc.) is important to the people that live in your Township?
 - A. Yes
 - B. No
5. Do you feel protecting the quality of surface water (rivers, streams, lakes, ponds, etc.) is an important element of your agency's work and responsibility?
 - A. Yes
 - B. No

Public Participation/Involvement

1. Do you think the County offers enough volunteer opportunities for members of the community?
 - A. Yes
 - B. No
 - C. Not familiar with County volunteer opportunities

2. Do you utilize the volunteer opportunities information listed on the County's website at <https://www.kendallcountyil.gov/departments/administration-services/volunteer-opportunities>?
 - A. Yes
 - B. No
3. Do you find the volunteer opportunities information listed on the County's website helpful?
 - A. Yes
 - B. No
 - C. Not familiar with County volunteer opportunities
4. What volunteer opportunities would you be interested in participating in in the future? Please rank the following list from 1 to 3 with 1 being most interested and 3 being least interested.
 - A. River clean-up
 - B. Electronic recycling
 - C. Household waste (fuel, oil, paint, etc.) recycling

Illicit Discharge Detection & Elimination

1. If an illicit discharge is identified by a Township staff member or reported to the Township office, do you work with the County to get it removed?
 - A. Yes
 - B. No
 - C. Have not identified illicit discharge.
2. Do you feel the County is doing a sufficient job in identifying, tracking, and removing illicit discharges and non-stormwater discharges that are significant polluters within the County?
 - A. Yes
 - B. No
 - C. There have not been illicit discharges identified within my Township.
3. What can the County do to better identify and track illicit discharges?
 - A. Perform more visual inspections at outfalls throughout the County.
 - B. Once an illicit discharge is identified perform more grab samples downstream of the location.
 - C. Both of the above.
 - D. None of the above.
 - E. Other:

Construction and Post-Construction Runoff Control

1. Do you feel that the County does an adequate job inspecting soil erosion and sediment control on construction sites within your township?
 - A. Yes
 - B. No
 - C. There have not been construction projects within my Township during the past year.
2. What can the County do to better monitor soil erosion and sediment control issues on construction sites?

Pollution Prevention/Good Housekeeping

1. Do you have a clear understanding of “Good Housekeeping” under the NPDES regulation and as it relates to Road District operations?
 - A. Yes
 - B. No
2. Do you feel you have adequate resources for training of your staff members to keep them informed on stormwater pollution prevention practices?
 - A. Yes
 - B. NoIf No, what resources would you like to have available?

3. Was the County sponsored good housekeeping presentation/training that was offered in 2024 useful?
 - A. Yes
 - B. No
 - C. Did Not Attend the Training
4. Is there value in repeating good housekeeping training?
 - A. Yes
 - B. No

5. Do you feel the County is taking necessary measures to mitigate flooding and stormwater pollution throughout the County?
- A. Yes
 - B. No

General comments or questions regarding Stormwater Management and/or NPDES requirements:

Township:_____

Name of Person Completing Survey (Optional):_____



Kendall County Agenda Briefing

Meeting Type: Planning, Building and Zoning
Meeting Date: 6/9/2025
Subject: Intergovernmental Agreement with Plattville
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

Approval of an Intergovernmental Agreement between the Village of Plattville and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Subdivision Control, and Stormwater Management within the Jurisdiction of the Village of Plattville for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village of Plattville to the County of Kendall

Previous Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

The intergovernmental agreement between Kendall County and the Village of Plattville expires in June.

Since July 1, 2024, seven (7) inspections occurred in Plattville.

Other than the dates and correcting the County's address from Fox Street to John Street, no changes to the agreement are proposed.

The Village of Plattville approved the Agreement at their meeting on May 19, 2025.

If you have any questions, please let me know.

Staff Recommendation:

Approval

Attachments:

Proposed Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
PLATTVILLE AND THE COUNTY OF KENDALL**

THIS AGREEMENT, made this day ____ of June, 2025 by and between the VILLAGE OF PLATTVILLE, a body corporate and politic, and the COUNTY OF KENDALL, a body corporate and politic; WITNESSETH:

WHEREAS, the Village of Plattville was incorporated by act of the voters on March 21st, 2006; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) permits units of local government to obtain or share services and to jointly contract, combine or transfer any power, privilege, function or authority among themselves; and

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

WHEREAS, the Local Land Resource Management Planning Act (50 ILCS 805/6) provides that a municipality and a County may enter into intergovernmental agreements for joint or compatible planning, local land resource management administration and zoning ordinance enforcement; and

WHEREAS; the Village of Plattville adopted a Comprehensive Plan on July 27, 2009, and

WHEREAS, all the property located within the described boundaries of the Village of Plattville have been heretofore subject to the building and zoning codes of the County of Kendall, and to the Countywide Stormwater Management Ordinances; and

WHEREAS, the parties desire to continue that relationship.

NOW, THEREFORE, it is hereby agreed as follows:

- 1) The above recitals are incorporated by reference as if fully set forth herein.
- 2) That the Village of Plattville has by ordinance duly adopted the Zoning Ordinance of the County of Kendall, the Building Code of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, and the Countywide Stormwater Management Ordinances as its own and further agrees that any subsequent text amendments to said ordinances and plans, as may be adopted by Kendall County from time to time, shall be adopted and incorporated by the Village of Plattville as its own.

3) That for the consideration of \$1 the receipt and sufficiency of which is hereby acknowledged, the County of Kendall agrees to continue administering the County Ordinances for the Village of Plattville as described in Paragraph (2) above and in accordance with the procedures attached hereto as Exhibit A and incorporated herein by reference all of which have been duly adopted by the Village of Plattville, and apply them to all properties located within the municipal boundaries of the Village of Plattville.

4) In addition to the consideration addressed in Paragraph 3 above, the Village of Plattville shall be responsible for all costs associated with the enforcement of the Zoning Ordinance of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, and the Countywide Stormwater Ordinance for cases within the boundaries of the Village of Plattville. At the written request of the Village of Plattville, Kendall County shall provide an estimated cost for investigating individual alleged violations. Upon approval of the cost estimate by the Village of Plattville, Kendall County will conduct the necessary investigation and bill the Village of Plattville accordingly. The Village of Plattville shall reimburse the County of Kendall for any actual costs incurred acting on behalf of the Village of Plattville as provided herein.

5) The Village of Plattville shall defend with counsel of the County's own choosing, indemnify and hold harmless the County of Kendall, its 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, expenses, and costs relating thereto, including, but not limited to, attorney's fees and other legal expenses, which the County, its board members, elected officials, insurers, employees and/or agents may sustain, incur or be required to pay arising in any manner out of the County's performance or alleged failure to perform its obligations pursuant to the Agreement.

6) That the Village of Plattville shall secure, pay for, and maintain throughout the period during which services are provided under this Agreement, auto liability and general liability insurance with minimum limits of coverage equal to or greater than those limits maintained by the Village on the date of the execution of this agreement attached hereto as Ex. B and incorporated herein by reference. The Village's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by the County or the County's employees. The Village's coverage shall name the County of Kendall as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the County upon execution of this Agreement. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the County at least ninety (90) days in advance of such modification or cancellation. The Village shall furnish a copy of its insurance policies for examination by the County at any time upon demand of the County.

7) That this Agreement shall be for a term of one (1) year, commencing on the date of execution hereof, subject to annual renewal by the parties at least 30 days before the anniversary date each year, said renewal to be in writing.

8) This Agreement may be terminated by either party upon 30 days written notice to the other party.

9) This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

10) 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.

11) The County of Kendall and the Village of Plattville 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.

12) 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. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit.

13) 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.

14) Nothing contained in this Agreement, nor any act of Kendall County or the Village 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 Village. Further, nothing in this agreement should be interpreted to give Kendall County or the Village 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.

15) Any notice from either party to the other party hereto shall be in writing and shall be deemed served if mailed by prepaid certified mail addressed as follows:

Kendall County Administrator
807 West John Street
Yorkville, Illinois 60560

Village of Plattville
P.O. Box 1173
Yorkville, Illinois 60560

16) Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the Village or Kendall County in any respect beyond the matters agreed upon in this agreement, including, but not limited to their powers and duties.

VILLAGE OF PLATTVILLE

COUNTY OF KENDALL

BY:



Village President

BY:

Chairman of Kendall County Board

ATTEST:



Village Clerk

ATTEST:

Kendall County Clerk

Exhibit A

Procedure for Processing Zoning & Subdivision Cases For The Village Of Plattville Under County/Municipal Intergovernmental Agreement

Under the terms of the intergovernmental Agreements executed between the Village of Plattville and Kendall County, the County PBZ staff as well as the Kendall County ZPAC, Concept Review Committee, Regional Planning Commission, and Zoning Board of Appeals, will serve as the municipal staff and the municipal recommending bodies in providing the Village Board with recommendations on applications for zoning map amendments, Special Uses, subdivision plat approvals and zoning variance requests involving properties within the corporate boundaries or proposed for annexation into the corporate boundaries of the municipality. In each instance, the Village Board of the municipality shall be responsible for acting on the recommendations supplied and adopting any related ordinances approving such requests. The following outline shall be followed when filing and processing such applications:

1. Pre-Application Meeting:

Prior to the submission of any applications, the petitioner shall schedule a joint “pre-application” meeting with County staff and representatives of the affected municipality to review the proposed request and provide preliminary feedback as well as guidance regarding the steps involved in the processing of the application.

2. Filing of an Application:

- a.) Using the applicable application forms and handouts provided by the County, the petitioner will submit the requisite number of copies of application and supporting documents and plans along with all required fees to the Kendall County Planning Building and Zoning Department (PBZ).
- b.) Simultaneous to that filing, the applicant shall forward an original copy of the application forms along with a copy of all related plans and supporting documents to the Village Clerk of the affected municipality for creation of the Village’s Official file on the matter.

3. Review and Processing of Zoning Map Amendments and Special Uses:

- a.) Zoning Map Amendments and Special Uses, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County’s ZPAC Committee, representatives from

Exhibit A

the affected municipality will be invited to participate as sitting members of the committee.

- b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
- c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.
- d.) After review by ZPAC, their recommendation shall be forwarded to the next available meeting of the Kendall County Regional Plan Commission (KCRPC) for conduct of a public meeting, review and recommendation.
- e.) All notices required per the Kendall County Zoning Ordinance and Plan Commission By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- f.) The County shall forward copies of the agenda, staff report and minutes of the ZPAC meeting to KCRPC as well as the Clerk of the affected municipality along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application for inclusion the Official Village file.
- g.) The County shall post copies of the agenda as required per County policies.
- h.) The Village Clerk shall also be responsible for posting of the agenda in an approved municipal location.
- i.) Following review and recommendation by the Regional Plan Commission, petitions involving a zoning map amendment shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the zoning matter as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- j.) All notices required per State Statute, the County Zoning Ordinance and ZBA By-Laws shall be mailed and published prior

Exhibit A

to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.

- k.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- l.) The County shall forward copies of the agenda, staff report and copy of the minutes of the KCRPC meeting to the ZBA as well as to the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- m.) The County shall post copies of the ZBA agenda as required per County policies. The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- n.) If the application involves a request for a Special Use, the petition shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the Special Use as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- o.) All required notices required per State Statute and the County Zoning Ordinance shall be mailed and posted prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- p.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- q.) The County shall forward copies of the agenda, staff report and minutes of the KCRPC meeting to the ZBA as well as the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- r.) The County shall post copies of the agenda as required per County policies.
- s.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.

Exhibit A

- t.) Following review and recommendation by the ZBA, PBZ staff will forward to the appropriate Village Board a report summarizing all of the recommendations and actions taken by each of the review and recommending bodies along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- u.) Along with the report, PBZ staff will prepare a draft ordinance approving the requested map amendment or Special Use for action by the Village Board. The summary report and draft ordinance in addition to a copy of the minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
- v.) In the event a related annexation hearing is required, the Clerk shall coordinate with the applicant to insure proper notice has been supplied and shall be responsible for the preparation and posting of Board's Agenda.
- w.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- x.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.

4. Review and Processing of Preliminary and Final Subdivision Plats:

- a.) Preliminary and/or Final Plats, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County's ZPAC Committee, representatives from the affected municipality will be invited to participate as sitting members of the committee.
- b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
- c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the ZPAC members and the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.

Exhibit A

- d.) After review by ZPAC, their recommendation shall be forwarded to the next available meeting of the Kendall County Regional Plan Commission (KCRPC) for conduct of a public meeting, review and recommendation.
- e.) All required notices required per the Kendall County Zoning Ordinance and Plan Commission By-Laws shall be mailed and published prior to the meeting by the petitioner.
- f.) The County shall forward copies of the agenda, staff report and a copy of the minutes of the ZPAC meeting to the KCRPC as well as the Clerk of affected municipality along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application for inclusion the Official Village file.
- g.) The County shall post copies of the agenda as required per County policies.
- h.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- i.) Following review and recommendation by the KCRPC, PBZ staff will prepare a report to the appropriate Village Board summarizing all of the recommendations and actions taken by each of the review and recommending bodies.
- j.) In addition to the summary the report, PBZ staff will prepare a draft ordinance approving the requested Preliminary and/or Final Plat for action by the Village Board. The summary report and draft ordinance shall NOT be forwarded to the appropriate Village Clerk for scheduling of the matter for action by the Village Board until such time as formal approval of the related preliminary and/or final engineering plans and or other supporting documents or agreements has been granted.
- k.) Once these approvals are received, PBZ staff will forward the summary report and draft ordinance in addition to a copy of the minutes of the KCRPC meeting to the appropriate Village Clerk along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.

Exhibit A

- l.) The Village Clerk shall then schedule the matter for action by the Village Board and prepare the related agendas for posting.
- m.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- n.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.

5. Review and Processing of Zoning Variance:

- a.) Zoning Variances shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the matter as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- b.) All notices required per State Statute, the County Zoning Ordinance and ZBA By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- c.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- d.) The County shall prepare and forward copies of the agenda and staff report to the ZBA as well as the Clerk of affected municipality for filing along with copies of any related plans, documents or supporting information submitted to the county by the petitioner in support of the application.
- e.) The County shall post copies of the agenda as required per County policies.
- f.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- g.) Following review and recommendation by the ZBA, the PBZ staff will forward a report summarizing the findings and recommendations made by ZBA along with copies of any related plans, documents or supporting information submitted to the

Exhibit A

county by the petitioner in support of the application. Along with the report, PBZ staff will prepare a draft ordinance approving the variance for action by the Village Board.

- h.) The summary report, draft ordinance and minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
- i.) The Village Clerk shall be responsible for the preparation and posting of Board's Agenda.
- j.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- k.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Illinois Municipal League Risk Management Association c/o Cannon Cochran Management Services, Inc. Towne Centre Building 2 East Main Street Danville, IL 61832	CONTACT NAME: Julia Reynolds	FAX (A/C, No): (217) 477-6799	
	PHONE (A/C, No, Ext): (217) 444-1199	E-MAIL ADDRESS: jreynolds@ccmsi.com	
INSURED VILLAGE OF PLATTVILLE ATTN: JUNE MCCORD PO BOX 1173 YORKVILLE IL 60560-1173	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Illinois Municipal League Risk Management Association		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID AIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY E (MM/DD YY)	POLICY P (MM/DD YY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			[REDACTED]	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						AMOUNT TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY			[REDACTED]	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			[REDACTED]	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 7,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 16,000,000
	DED \$	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			[REDACTED]	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$ 3,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 3,000,000
							E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	PROP / IM / APD			[REDACTED]	1/1/2025	1/1/2026	per occurrence 250,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF COVERAGE

CERTIFICATE HOLDER

VILLAGE OF PLATTVILLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED RE



Kendall County Agenda Briefing

Meeting Type: Planning, Building and Zoning
Meeting Date: 6/9/2025
Subject: Approval of Plumbing Inspection Contract
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

Approval of a Contract for Plumbing Inspection Services Between Kendall County and Mayer Construction, LLC, D.B.A. Mayer Plumbing, LLC

Previous Board/Committee Review:

N/A

Fiscal impact:

No Change from Current Budget-Plumbing Inspections are \$150 Per Inspection/Re-Inspection

Background and Discussion:

The contract between Kendall County and Mayer Construction, LLC, D.B.A. Mayer Plumbing, LLC for plumbing inspections expires near the end of June.

The proposed contract is for a period of one (1) year with the option of subsequent one (1) year renewals.

The only proposed amendments are changing the addresses of the Planning, Building and Zoning Department and County Administrator to 807 West John Street in term #26. The rest of the contract remains unchanged.

Staff Recommendation:

Approval

Attachments:

Proposed Contract

**PLUMBING INSPECTIONS AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS
AND MAYER CONSTRUCTION L.L.C., D.B.A. MAYER PLUMBING LLC**

THIS Agreement is entered into the day and year set forth below between *KENDALL COUNTY, ILLINOIS* (hereinafter "Kendall County") and MAYER CONSTRUCTION L.L.C. d.b.a MAYER PLUMBING LLC, with its principal offices at 39 E Pleasantview Dr., Oswego, IL 60543 (hereinafter referred to as "Inspector"). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Scope of Services: Inspector will provide Kendall County with necessary inspection services to ensure the adherence to minimum regulations governing the design, installation and construction of plumbing systems to protect the public health against the hazards of inadequate, defective or unsanitary plumbing installations. In doing so, Inspector shall perform inspections of properties in conformance with the, Kendall County Building Code and Illinois State Plumbing Code (77 Ill. Adm. Code 890), as may be amended from time to time. Such inspections shall include, but not be limited to, rough plumbing inspections, under floor plumbing inspections, final plumbing inspections before occupancy, and necessary re-inspections along with any other inspections that are requested by Kendall County to ensure compliance with, and enforcement of, the Kendall County Building Code and Illinois State Plumbing Code.

Inspector shall not subcontract the services provided under this agreement to a third-party inspector or plumber without the prior written consent of Kendall County. It is also understood and agreed that Anthony Mayer shall be the only plumber authorized to perform inspections on behalf of MAYER CONSTRUCTION L.L.C. d.b.a MAYER PLUMBING LLC pursuant to this contract, and that Inspector shall not employ another plumber or plumbing inspector to fulfill the duties prescribed herein. Anthony Mayer shall maintain an Illinois Plumber's license in good standing at all times in which this Agreement is in effect and shall upon demand provide a copy to Kendall County at no additional cost.

2. Inspections must be completed using the proper Kendall County reports/forms. Prior to the commencement of any requested inspection, Kendall County will prepare and provide all necessary inspection reports/forms for use by the inspector. Following an inspection, the original, completed inspection reports/forms shall be returned to the Kendall County Planning, Building & Zoning Department within twenty-four (24) hours after completion of the inspection.
3. Fees & Reimbursements for the above described work shall be a \$150.00 flat fee per inspection or re-inspection performed, regardless of size, type or time necessary to complete inspection. Inspector shall issue monthly invoices to Kendall County for his services, unless no inspections were performed in a given month.
4. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

5. Kendall County shall provide notice at least one (1) business day prior to when there is a foreseeable need for an inspection to take place. However, should an emergency inspection be necessary as determined by a Kendall County Code Official, Inspector agrees to provide such service upon notification.
6. Inspector's availability is to be 7:00 AM – 5:00 PM, Monday – Friday, except on County Holidays. Inspector must also be available in the case of emergency as determined by the Kendall County Code Official.
7. Inspector must make himself available to testify in any court proceedings within Kendall County in respect to plumbing inspections and enforcement of the Kendall County Building Code and Illinois State Plumbing Code.
8. Inspector must provide a current telephone number at all times to the Kendall County Administration office, and be available at that number to communicate with Planning, Building & Zoning Department staff.
9. Should inspector not be available to perform inspections at any time, Inspector is to provide the County with notice of his unavailability at least forty-eight (48) hours in advance.
10. Inspector shall maintain an Illinois Plumber's license in good standing at all times in which this Agreement is in effect and shall upon demand provide a copy to Kendall County at no additional cost. As of the time of signing this Agreement, Inspector is certifying that its plumbing license is current and in good standing.
11. Inspector shall not perform inspections for work previously performed by or on behalf of Inspector, Anthony Mayer, or any current apprentice of Inspector or Anthony Mayer ("Inspection Conflict"). Should Inspector be called upon to perform an inspection that would result in an Inspection Conflict, Inspector shall promptly notify Kendall County of such Inspection Conflict and Kendall County shall make alternative arrangements for the performance of the inspection. Inspector shall not be entitled to any fee or reimbursement for its inability to perform an inspection due to an Inspection Conflict.
12. Inspections performed under this Agreement shall be completed using Inspector's own equipment, tools and vehicles, and Kendall County shall not be responsible for reimbursing the Inspector for mileage or any other expenses incurred.
13. Inspector is an Independent Inspector and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Inspector understands and agrees that Inspector is solely responsible for paying all wages, benefits and any other compensation due and owing to Inspector's officers, employees, and agents for the performance of services set forth in the Agreement. Inspector further understands and agrees that Inspector is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Inspector's officers, employees and/or agents who perform services as set forth in the

Agreement. Inspector also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Inspector, Inspector's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Inspector, Inspector's officers, employees and agents. Inspector hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, and their past, present and future board members, officials, employees, insurers, and agents for any alleged injuries that Inspector, its officers, employees and/or agents may sustain while performing services under the Agreement. Inspector shall exercise general and overall control of its officers and employees.

14. 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.
15. Inspector agrees to indemnify and hold harmless, and defend with counsel of Kendall County's own choosing, Kendall County, including their past, present, and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys' fees and other legal expenses, which Kendall County, their board members, elected officials, insurers, employees, and/or agents may sustain, incur or be required to pay arising out of Inspector's performance or failure to adequately perform its obligations pursuant to this Agreement.

Nothing contained herein shall be construed as prohibiting Kendall County, its past, present, and future board members, elected officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Inspector's duty to indemnify, defend, and hold Kendall County harmless, as set forth above.

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

16. Inspector will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed

without thirty (30) days prior written notice, given by the Inspector to Kendall County at the address set forth below for receipt of notice. Before starting work hereunder, Inspector shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder:

Coverage shall be at least as broad as:

1. 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 \$2,000,000 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.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Inspector 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.
3. Workers' Compensation: as required by the State of California, 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 Inspector maintains broader coverage and/or higher limits than the minimums shown above, Kendall County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Inspector. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Kendall County.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Kendall County, 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 Inspector 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 Inspector's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Inspector's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Kendall County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Kendall County, its officers, officials, employees, or

volunteers shall be excess of the Inspector's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Kendall County.

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Kendall County.

Verification of Coverage

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

Special Risks or Circumstances

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

Kendall County shall be named as Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Also, Kendall County shall be designated as the certificate holder.

17. 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 may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war, and unavailability of parts, materials, or supplies. 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.
18. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall not have remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by Kendall County, the injured party may elect, in accordance with law and any other Agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
19. Inspector agrees to comply with any and all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees to conduct business in the state, municipality, county, or location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
20. Inspector certifies that Inspector, 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).
21. Inspector, 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.

22. Nothing contained in this Agreement, nor any act of Kendall County or Inspector 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 Inspector.
23. When performing inspections under the terms of this Agreement, the Inspector intends that any injuries to its respective employees shall be covered and handled exclusively by Inspector'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 inspector, which may result from its activities under this Agreement, shall be the responsibility of inspector.
24. This Agreement represents the entire understanding between the parties hereto, and any modification or amendment hereof must be made in writing, and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written.
25. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
26. 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 Kendall County, Kendall County Planning Building & Zoning Department, Attention: Code Enforcement Official, 807 West John Street, Yorkville, Illinois, 60560, fax: (630) 553-4179 with copy sent to: County Administrator, 807 West John Street, Yorkville, Illinois, 60560 and to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Inspector, to: Anthony Mayer, d.b.a. Mayer Plumbing LLC, 4 Hickory Lane Oswego, IL 60543.
27. 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.
28. Kendall County and Inspector 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.
29. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations

under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Inspector. In the event of a default due to non-appropriation of funds, Kendall County has the right to terminate the Agreement upon providing thirty (30) days written notice to Inspector. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

30. 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 for subsequent one (1) year terms upon written agreement signed by both parties.

31. This Agreement may be terminated by Kendall County upon written notice delivered to Inspector at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed as set forth below.

MAYER CONSRUCTION L.L.C. D.B.A. KENDALL COUNTY, ILLINOIS
MAYER PLUMBING LLC

BY: _____

NAME: ANTHONY MAYER

TITLE: _____

DATE: _____

BY: _____

NAME: MATT KELLOGG

TITLE: KENDALL COUNTY BOARD
CHAIRMAN

DATE: _____

From:

Sent:

To:

Cc:

Subject:

Attachments:

Greg Chismark <gchismark@bodwegroup.com>
Monday, June 2, 2025 8:38 AM
Michael R. Rogina; Carlos Moreno
Matt Asselmeier
RE: [External]Re: 13039 McKanna Road
13039 McKanna Comment 03.pdf; 3101_001.pdf

Michael,

Find attached a few comments on the submittal. Please note two attachments to this e-mail. If you have any questions or want to talk through these comments feel free to reach out.

Thanks,
Greg

Thanks,

Greg

Greg Chismark, PE
President

President, WBK Engineering
Mobile 847-344-5610

Mobile 847-344-5619 | gchismark@bodwegroup.com
116 West Main Street Suite 201, St. Charles IL 60174

116 West Main Street Suite 201, St. Charles IL 60174

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Seven Generations A+E | Blue Star Integrative Studio
The Steelhead Engineering Company | WBK Engineering
Bodwé Federal Services | Bodwé Technology Solutions
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Bodwé Federal Services | Bodwé Technology Solutions
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Across the Bodwé family, we hold the following designations:

Across the Bodwé family, we hold the following designations:



June 2, 2025

Mr. Matt Asselmeier
Kendall County Planning, Building, & Zoning
807 West John Street
Yorkville, IL 60560-9249

Subject: 13039 McKanna Road- WBK Project 19-102.BR

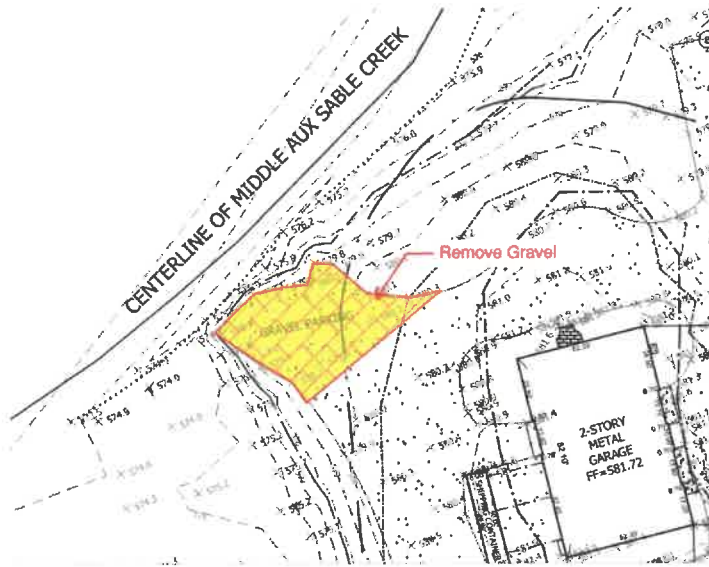
Dear Mr. Asselmeier:

We have received and reviewed the following information for the subject project:

- Stormwater Submittal for 13039 McKanna Road prepared by Rogina Engineers and Surveyors dated May 20, 2025 and received May 22, 2025
- Kendall County Compensatory Storage & Stormwater Detention Plans prepared by Rogina Engineers dated May 20, 2025 and received May 22, 2025

The following comments require resolution prior to plan approval and our recommendation for issuance of a stormwater permit.

1. Quantify and describe all impervious surfaces added to the site since 2011 to verify required stormwater improvements required. Based on historic aerial photos this appears to be larger than the 1.29 acres represented.
2. Utilize a nomograph based on Bulletin 75 rainfall data (attached) to establish required stormwater storage volumes.
3. Prior parking expansion has occurred in the floodway which would have required a permit from IDNR. Please coordinate with IDNR and provide documentation that the prior work in the floodway is acceptable to IDNR. This is required prior to County issuance of a stormwater permit.
4. Remove the gravel area adjacent to the creek to provide a vegetative buffer to vehicle parking and pollutants (see attached). Gravel shall be removed at the same time sitework commences and vegetation shall be established prior to closure of the stormwater permit.



The applicant's design professionals are responsible for performing and checking all design computations, dimensions, details, and specifications in accordance with all applicable codes and regulations, and obtaining all permits necessary to complete this work. In no way does this review relieve applicant's design professionals of their duties to comply with the law and any applicable codes and regulations, nor does it relieve the Contractors in any way from their sole responsibility for the quality and workmanship of the work and for strict compliance with the permitted plans and specifications. If you have any questions or comments, please contact us at (630) 443-7755.

Sincerely,

Greg Chismark PE
WBK Engineering, LLC

NOMOGRAPH: BULLETIN 75 RAINFALL DATA

PROJECT: _____

PERMIT NUMBER: _____

LOCATION: _____

DATE: _____

DEVELOPMENT INFORMATION

1. Detained Area

2. Curve Number

3. Actual Release Rate

	acres
	cfs

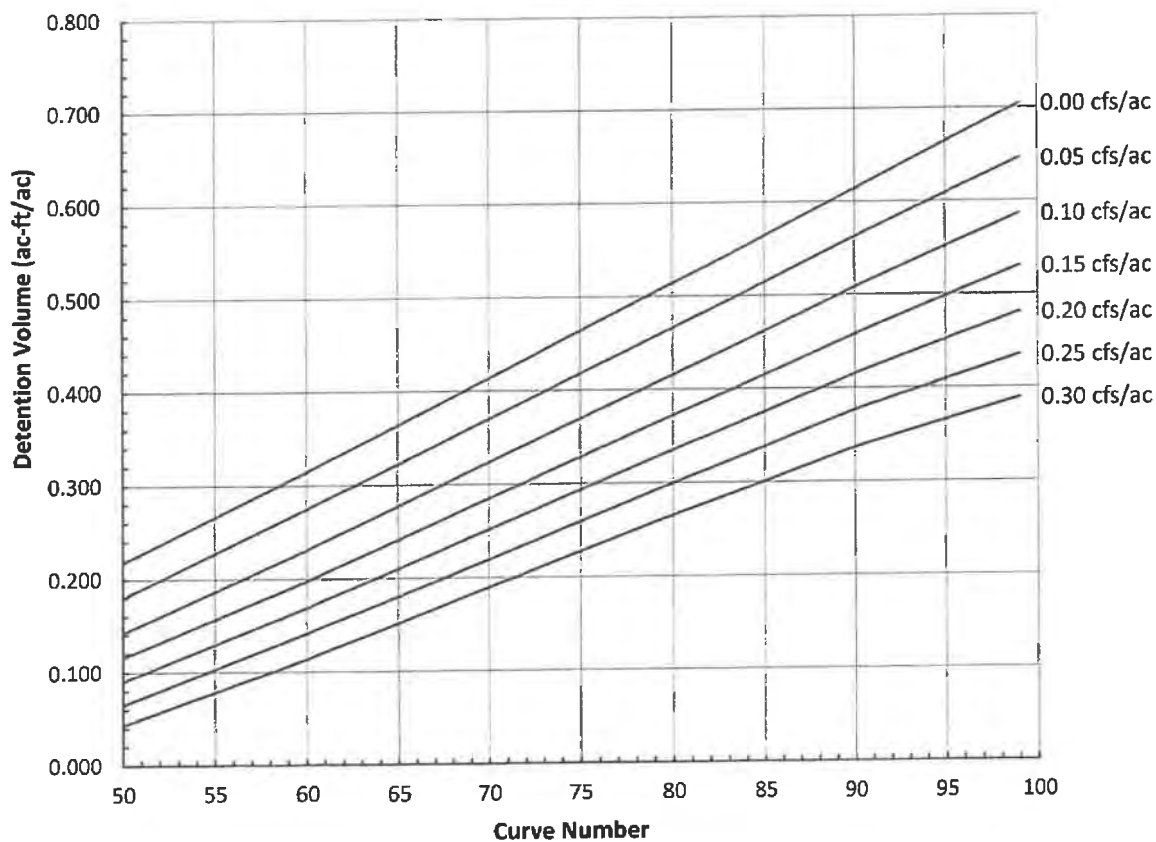
REQUIRED DETENTION VOLUME

4. Required Detention Volume

	ac-ft
--	-------

NOMOGRAPH

NOMOGRAPH: BULLETIN 75



Matt Asselmeier

From: Conley, Erin C. <Erin.C.Conley@Illinois.gov>
Sent: Friday, May 30, 2025 3:45 PM
To: Greg Chismark; Staff, Michelle
Cc: Matt Asselmeier
Subject: [External]RE: Kendall County Stormwater Management Ordinance Update

Importance: High

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

Michelle

I was able to sit down with Greg and Matt today to go over the portions of the county's proposed changes to their floodplain ordinance that were identified as being non-compliant. Below is a summary of our review and the next steps for both the county and for you and me – there were some areas identified as non-compliant that I didn't agree with so we will need to talk about those. I want to have a clear summary for all of us to reference so the county can make changes to their ordinance proposal where necessary. In this summary the federal minimum standard is listed first, FEMA review comments are shown in red font, and the response from our meeting today is shown in green.

1. Framework for administering the ordinance (including permit system, establishment of the office for administering the ordinance, record keeping, etc.) [60.2(h) and 59.22(a)(9)(iii)]: **The language for a permit system is missing:** Adding language to 16-138
2. Adopt or reference correct Map and date. [60.3(b)]/ Adopt or reference correct Flood Insurance Study and date. [60.3(c), (d), and/or (e)] : **Section 16-52 definitions Floodplain or SFHA. (Including this in definitions is an old format). Sec. 16-139 (5).a Out of Date maps There are 2014 maps in parts of Kendall county. Please review state model ord. to see language for adopting maps. This is located in 16-139 (5)(a) - Kendall has multiple map dates and they seem to all be included in the body of the ordinance (not just in the definitions).**
3. Require permits for all proposed construction and other development within SFHAs. [60.3(b)(1)]: **16-174 is unclear. Sec. 16-174 (b) undermines the requirements. The necessary language or its equivalent is missing from the ordinance. Please edit "16-174 (g)" as FEMA does not issue permits. The language in 174(b) is intended to apply only to stormwater permits, but it needs to be modified to exclude floodplain permits, the county will review and make a change here. The FEMA approval reference is intended to refer to CLOMRs, this may need some clarification too.**
4. Require base flood elevation data for subdivision proposals or other developments greater than 50 lots or 5 acres. [60.3(b)(3)]: **Missing language,** Will add to 16-140 (a)(6)
5. Where BFE data are utilized in Zone A, obtain and maintain records of the lowest floor and floodproofing elevations for new and substantially improved construction. [60.3(b)(5)]: **Sec. 16-341 (c) (1); Sec. 16-140 (c)(1).g Insufficient:** Need FEMA clarification on this, the language tracks closely to the model ordinance.
6. Substantial Improvement/Substantial Damage determination procedures (Cost of work, Market Value, Calculate %, issue determination letters) [59.1]: **Sec 16-343 (22)- (24) Insufficient;** Disagree – this language tracks the model ordinance language, need FEMA clarification
7. Require, for all new construction and substantial improvements, that fully enclosed areas below the lowest floor that are used solely for parking of vehicles, building access or storage in an area other than a basement and which is subject to flooding shall be designed to automatically equalize hydrostatic

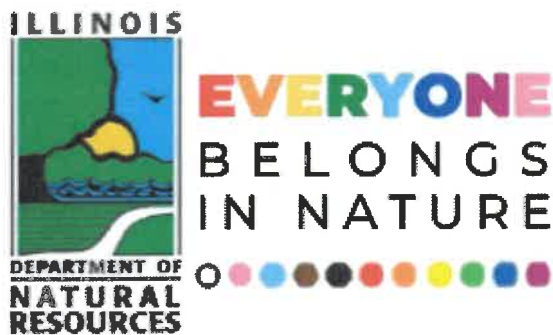
flood forces on exterior walls by allowing the entry and exit of floodwaters in accordance with the specifications in 60.3(c)(5). (Openings requirement): 16-140 (c)(2).b-c Does not satisfy Openings requirement: Disagree – this language is the same as the model ordinance and meets requirements

8. In Zones AO and AH, require drainage paths around structures on slopes to guide water away from structures. [60.3(c)(11)]: Missing. County is checking to see if they have AO/AH zones and will add the new model ordinance language if those zones are present.
9. Designate a regulatory floodway which will not increase the Base Flood level more than 1 foot. [60.3(d)(2)]: 16-139 (2) Insufficient the ordinance must adopt explicit maps: Found in same section, sub section 5
10. In a regulatory floodway, prohibit any encroachment, which would cause any increase in the Base Flood level unless hydrologic and hydraulic analyses prove that the proposed encroachment would not increase flood levels during the Base Flood discharge. [60.3(d)(3)]: 16-140 (f) please define “certifications as required by FEMA” FEMA does not enforce regulations: This refers to CLOMRS and LOMRs, additional clarification may be needed

I think this summarizes our meeting today, but Greg and Matt please feel free to add any additional comments or details. We will need to look more closely at the areas where we didn't agree with the FEMA comments, but I think this was helpful in getting the proposed modifications to the floodplain ordinance reviewed.

Erin Conley, CFM
Illinois State NFIP Coordinator
Illinois Department of Natural Resources
Office of Water Resources
1 Natural Resources Way
Springfield, IL 62702

Office: 217-782-4428
Cell: 217 -843-1683



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Matt Asselmeier

From: Brian Holdiman
Sent: Monday, June 2, 2025 6:23 AM
To: Matt Asselmeier
Cc: Christina Burns
Subject: Meet the Code Official 5/31/25 Event

Matt

The event went well. Low attendance (3) but we discussed concerns and answered questions for two hours and I have 5 addresses to investigate. Any other questions please let me know.

Respectfully,

Brian Holdiman
Kendall County Code Official

2022 VIOLATIONS

Violation	Name	Parcel #	Address	Subdivision	Description	Opened	Follow up	PBZ	SAO	Court	Closed
V22-001	Aguilar	03-07-277-001	20 Shore Ct.	Marina Village	Parking on Lawn	11/9/2021	1/23/2022				2/9/2022
V22-002	Jones	03-05-279-020	44 Briarcliff Rd.	Boulder Hill	Illegal fence height	8/6/2021	1/23/2022				4/27/2022
V22-003	Cabrera	03-04-306-027	44 Hampton Rd.	Boulder Hill	Multiple Violations	8/3/2021	1/23/2022				5/9/2022
V22-004	Lemaster	03-04-253-024	16 Winrock Rd.	Boulder Hill	Inoperable Vehicles	8/18/2021	1/23/2022		11/8/2022		11/23/2022
V22-005	Johnson	03-04-477-025	54 Springdale Rd.	Boulder Hill	Trailer parking	11/22/2021	1/23/2022				4/22/2022
V22-006	Haehlen	03-04-277-011	235 Fernwood Rd.	Boulder Hill	RV parking	11/24/2021	1/23/2022				2/24/2022
V22-007	Joquin	03-27-377-015	2543 Simons Rd		Banquet facility	11/15/2021			5/16/2022		5/17/2022
V22-008	Bilek	01-34-300-008	14824 Millhurst Rd		Air B&B	1/3/2022	3/11/2022				2/24/2022
V22-009	VOID										
V22-010	Faulkner	03-26-100-004	1539 Collins Rd.		Multiple Violations	7/13/2021	8/4/2021			7/15/2025	
V22-011	Amstadt	02-35-380-001	7796 Madeline Dr.	FOFC	RV parking	5/24/2022	6/24/2022		9/7/2022		10/18/2022
V22-012	Gomez	09-27-200-004	2511 Wildy Rd.		Stormwater	8/1/2022	4/11/2023	1/17/2024	10/17/2024	6/11/2025	
V22-013	Utility Dynamics	03-07-227-002	5327 Light Rd.		Stormwater	9/8/2022	10/11/2022				9/19/2022

complaint, complaint status	complaint description
2069 Open	Junk and Debris
2070 Open	Building pool without a permit in flood zone
2135 Monitoring	Over 12 cars came and went today alone. A UTV was used to push diesel trucks around that was extremely loud. KCs garage
2137 30 Day Notice	
2139 Monitoring	Owners are operating a trucking company out of property. Consistently 3 semis, with 3-4 trailers with other trucking equipment present
2164 30 Day Notice	Commercial Vehicle Parking
2165 30 Day Notice	Rooster and Ducks in R-2 Zoning (Not Permitted)
2166 Open	Abandoned Home
2167 30 Day Notice	Rooster not Permitted
2168 Open	living in accessory building
2169 30 Day Notice	Rooster not Permitted
2170 30 Day Notice	Parking Area / Impervious Surface added without Stormwater Permit and Storage Business
2171 30 Day Notice	Illegal Sign - No Permit
2172 30 Day Notice	Landscape Business
2173 30 Day Notice	Parking on Non-Approved Surface
2175 Monitoring	My neighbors yard is full of junk, inoperable cars and other junk causing property values to drop due to how much of a junkyard it is.
2176 Open	Impervious Surface
2177 30 Day Notice	Guy who lives here drives his truck through his lawn to park it in his backyard which also has junk in plain view
2178 Monitoring	Behind the house and on the side yard, there are mounds of junk and inoperable garbage such as vehicles under tarps
2180 Monitoring	I think they have roosters along with chickens. I've heard roosters
2181 Open	Junk and Debris - Grass Parking
2182 Open	Junk Yard / Dumpster Business
2183 30 Day Notice	Shipping Container not allowed unless an accessory structure permit is issued.
2184 Open	Junk and Debris
2185 30 Day Notice	Non-Permitted Business in A-1 Zoning District
2186 Open	
2189 30 Day Notice	Inoperable Vehicle
2190 Open	Dumpster Business
2191 Open	Front yard next to driveway has tire tracks due to cars parking in it
2197 30 Day Notice	Inoperable Vehicle
2198 Monitoring	Trucks in driveway look like they are junk/ inoperable
2200 Monitoring	Inoperable vehicles in driveway and under tarps
2201 30 Day Notice	Black car has flat tires. Doesn't ever move
2202 30 Day Notice	Trucks appear to be junk or inoperable in driveway
2203 Monitoring	Trailer in required front yard setback
2204 Open	Towing Business
2207 Open	Blue suv appears to be the junk as weeds and tall grass grow around it as it sits in the lawn
2208 30 Day Notice	Parking on non approved surface
2209 Open	Operating a Contractor Business
2210 Open	Abandoned Home - no driveway min house (old)
2211 Open	Parking on Non-Approved Surface
2212 30 Day Notice	Illegal Business and Accessory Structure No Permit
2214 30 Day Notice	Illegal Business and Accessory Structure No permit
2215 30 Day Notice	abandoned Home Inoperable vehicles junk and debris
2218 Open	Work in Floodplain
2219 Open	semi parking lot in floodplain
2220 Open	stock piles of dirt
2221 Open	Commercial Vehicle Parking not permitted (Semi Tractor)
2222 30 Day Notice	Parking on No Approved Surface
2225 Monitoring	Impervious Surface
2226 Monitoring	Trailer Parked in Required Front Yard Setback
2227 Monitoring	Impervious surface and concrete wall blocking natural flow of water
2228 30 Day Notice	Trailer Parked in Required Front Yard Setback
2241 30 Day Notice	Inoperable Vehicle
2245 Open	Red dodge ram truck with expiration date on plates and appearance of inoperable. Never moves from spot
2248 Open	Lots of commercial materials and trash.
Submitted from Public	Grayish suv doesn't move. Appears to be inoperable
Submitted from Public	White jeep has flat tires, appears to be in disrepair.
Submitted from Public	Has different vehicles on property that seem to be inoperable and in disrepair. Two vehicles under tarps is disrepair
Submitted from Public	Junk metal and trash in the back yard by the garage and inoperable trucks/van in driveway

complaint date	date notice sent	last edited date	complaint address	complaint subdivision
18-Sep-24			6-May-25 03-16-176 3565 WOLU FOX BEND	
16-Sep-24			7-Apr-25 02-15-327 88 BRISTOL RIDGE ROAD	
20-Feb-25			21-May-25 06-28-300 3565 CATON FARM ROAD, MINOOKA 60447	
23-Feb-25			10-Apr-25 02-26-400 7404 ROUTE 71,	
11-Feb-25			30-Apr-25 06-13-151 8342 Old Ridge Road, Plainfield 60544	
11-Mar-25			22-May-25 01-29-101 157 Woodl SUAGAR3	
18-Apr-25			28-Apr-25 03-02-276 316 Route 1: EVES	
15-Apr-25			27-May-25 03-07-228 14 Martin C HARINA	
24-Apr-25			30-Apr-25 02-11-127 12 North C WILLOWBROOK42	
16-Apr-25			27-May-25 02-15-103 7 Hunt Stre GLAD	
15-Oct-24			2-May-25 04-31-453 11850 Fox River Drive, Newark 60541	
31-Mar-25			2-May-25 02-35-103 7807 Van E WENDING-2-1051d	
25-Apr-25			6-May-25 05-10-200 8222 Route 125, Yorkville 60550	
27-Apr-25			14-May-25 03-08-253 15 Cabod BOLDER17	
27-Apr-25			6-May-25 03-04-378 43 Saugartuck Road, Montgomery 60538	
27-Apr-25			6-May-25 03-04-307 19 WYNDA BOLDER10	
27-Apr-25			16-May-25 03-04-376 74 Sierra R BOLDER10	
27-Apr-25			22-May-25 03-04-306 16 WYNDA BOLDER10	
27-Apr-25			22-May-25 03-04-305 20 WYNDA BOLDER10	
27-Apr-25			30-Apr-25 03-05-353 4 North B BOLDER15	
24-Apr-25			5-May-25 01-25-300 12811 Schaefer Road, Plano 60545	
9-Apr-25			14-May-25 02-16-229 22 North Street, Bristol 60512	
7-Apr-25			30-Apr-25 03-05-428 30 Circle D BOLDER03	
13-Feb-25			9-May-25 02-14-100 123 Kennedy Road, Bristol 60512	
14-Sep-23			30-Apr-25 08-11-100-	
19-Mar-25			6-May-25 03-04-428 171 Teakac BOLDER26	
29-Apr-25			1-May-25 04-16-176 27 Harris A MILLBROOK - C/O 303d	
1-May-25			6-May-25 03-05-430 23 Circle D BOLDER03	
1-May-25			9-May-25 03-04-379 77 Hubbard BOLDER18	
1-May-25			22-May-25 03-09-105 118 Circle BOLDER25	
2-May-25			9-May-25 03-04-307 62 Circle D BOLDER08	
29-Apr-25			22-May-25 03-04-376 6 Crescent BOLDER10	
29-Apr-25			16-May-25 03-04-327 29 Surrey F BOLDER10	
24-May-25			16-May-25 03-04-378 73 Pueblo I BOLDER18	
28-Apr-25			2-May-25 02-15-302 2 South Street, Bristol 60512	
3-May-25			6-May-25 03-04-156 2 Surrey R BOLDER29	
29-Apr-25			9-May-25 03-04-378 72 Hubbard BOLDER18	
29-Apr-25			6-May-25 08-12-128 6547 Chic PLATVILLE	
28-Apr-25			6-May-25 03-03-351 71 Sonora I BOLDER23	
13-Jul-21			5-May-25 02-13-473 19 Center I RIVERNIEW	
1-May-22			14-May-25 03-04-379 71 Hubbard BOLDER18	
10-Oct-23			14-May-25 03-24-100 640 D Rance Road, Oswego 60543	
2-Apr-25			14-May-25 03-24-100 640 E Rance Road, Oswego 60543	
6-May-25			7-May-25 03-27-200 1539 Collins Road, Oswego 60543	
7-May-25			8-May-25 09-09-100 13039 Mckenna Road, Minooka 60447	
7-May-25			9-May-25 02-15-154 78 Sierra R BOLDER10	
7-May-25			9-May-25 03-04-376 76 Sierra R BOLDER10	
7-May-25			14-May-25 03-07-429 127 Laurie SHORE	
7-May-25			22-May-25 03-07-427 146 Laurie SHORE	
7-May-25			9-May-25 03-09-152 14 Ridgely BOLDER25	
7-May-25			16-May-25 03-09-152 232 Boulde BOLDER25	
7-May-25			14-May-25 05-17-100 8475 Immanuel Road, Yorkville 60550	
22-May-25			16-May-25 03-04-376 64 Sierra R BOLDER10	
22-May-25			22-May-25 03-04-180 42 Ingleish BOLDER29	
22-May-25			21-May-25 03-04-476 80 Padrock Drive,	
22-May-25			22-May-25 03-03-351 71 Sonora Drive,	
22-May-25			22-May-25 03-08-280 16 Cabold Drive,	
22-May-25			22-May-25 03-05-428 29 Circle Drive East,	
22-May-25			22-May-25 03-04-307 62 Circle Drive East,	
22-May-25			22-May-25 03-04-307 30 Long Beach Road,	

Submitted from Public	Backyard appears to be a junkyard	22-May-25	22-May-25 03-04-305- 16 Wyndham Drive,
Submitted from Public	Vehicle parked in backyard. Appears to be inoperable	22-May-25	22-May-25 03-04-307- 13 Wyndham Drive,
Submitted from Public	Trucks are parked in the backyard on grass	22-May-25	22-May-25 03-04-408- 92 Long Beach Road,
Submitted from Public	Backyard has two inoperable vehicles. One on a trailer	22-May-25	22-May-25 03-04-352- 39 Durango Road,
Submitted from Public	Two big yellow food trucks appear to be sitting in disrepair and disarray. One appears to be inoperable	22-May-25	22-May-25 03-05-428- 10 Hampton Road,
Submitted from Public	Yard appears to look unkempt and half is mulch	22-May-25	22-May-25 03-08-403- 42 Ashlawn Avenue,
Submitted from Public	Two vehicles appear to be in disrepair. Black/blue car. red suv has exhaust pipe touching the ground	22-May-25	22-May-25 03-08-152- 296 Boulder Hill Pass,
Submitted from Public	Trucks in driveway don't appear to run and look to be in disrepair	22-May-25	22-May-25 03-08-105- 118 Circle Drive East,
Submitted from Public	White truck appears to be in disrepair	22-May-25	22-May-25 03-04-377- 67 Sierra Road,
Submitted from Public	Back of garage has two homemade doors covering a large hole in the back wall. Garage appears to be in beginning stages of disrepair	22-May-25	22-May-25 03-04-376- 11 Crescent Court,
2265 Open	Car doesn't appear to run.	22-May-25	29-May-25 03-04-452- 75 Stratton BOULDER19
Submitted from Public	White car appears to be inoperable plus parking of other vehicles in lawn due to inadequate parking space on driveway	22-May-25	22-May-25 03-04-355- 180 Boulder Hill Pass,
Submitted from Public	Two cars appear to inoperable condition	22-May-25	22-May-25 03-04-378- 41 Saugatuck Road,
Submitted from Public	Backyard is full of junk and trash. May be a metal recycling person	22-May-25	22-May-25 03-04-404- 99 Ingessite Road,
Submitted from Public	Appears to be running a mechanic shop out of their garage.	22-May-25	22-May-25 03-04-478- 51 Springfield Road,
Submitted from Public	Driveway and street has cars with flat tires that haven't moved in months.	22-May-25	22-May-25 03-04-453- 84 Sheffield Road,
Submitted from Public	Garage appears to be in disrepair and may collapse. Shed also looks ready to collapse	22-May-25	22-May-25 03-04-455- 80 Saugatuck Road,
Submitted from Public	Cars in driveway look inoperable	22-May-25	22-May-25 03-08-155- 149 Circle Drive West,
2274 Monitoring	Inoperable grass trailer	22-May-25	22-May-25 03-07-427- 142 Dore SHORE
2275 Open	2 Trailers	20-May-25	22-May-25 03-04-327- 27 Surrey F BOULDER10
2277 Open		21-May-25	23-May-25 03-04-303- 10 Marnell BOULDER05
2278 Open		20-May-25	23-May-25 03-04-476- 93 Long Be BOULDER24
Submitted from Public	Trash in yard. No trash service	25-May-25	25-May-25 03-08-253- 19 Cabold Drive,

Historic Preservation Organization Meeting

The Kendall County Historic Preservation Commission would like to invite you to a meeting on **July 21, 2025, at 5:30 p.m.**, at the Ellis House and Equestrian Center, at 13986 McKanna Road, Minooka. The purpose of this meeting is to explore collaborative opportunities between historic preservation groups in Kendall County and to receive updates on the activities of local historic preservation groups.

Guest speakers include a speaker discussing the history of the Ellis House. Also, Ken Itle, from Wiss, Janney, Elstner Associates, Inc., will discuss the upcoming historic structure survey of the Na-Au-Say and Seward Townships and the benefits of and how to landmark historic cemeteries.

There will also be a roundtable discussion on the activities of historic preservation organizations in Kendall County.

Please RSVP to Matt Asselmeier at masselmeier@kendallcountyil.gov or 630-553-4139 by **July 14, 2025**. Any questions or requests for additional information should also be sent to Mr. Asselmeier.



Permit Summary by Category
Kendall County

Permit Category	Count	Estimated Cost	Permit Fees	Land Cash
House	1	\$560,000	\$5,063	\$3,163
Accessory Buildings	2	\$47,000	\$515	\$0
Remodeling	1	\$20,000	\$510	\$0
Barns/Farm Buildings	1	\$50,000	\$0	\$0
Decks	2	\$44,980	\$200	\$0
Fire Restoration	1	\$150,000	\$694	\$0
Solar	5	\$127,210	\$1,450	\$0
	13	\$999,190	\$8,433	\$3,163

May 2024- 3 Houses
47 Total Permits

YTD 2024 14 Houses
152 Permits

Permit Summary by Category by Month

Kendall County

Permit Category	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
House	14	3	3	5	0	1	2	0	0	0	0	0	0
Accessory Buildings	17	5	0	3	5	2	2	0	0	0	0	0	0
Additions	5	1	1	2	1	0	0	0	0	0	0	0	0
Remodeling	13	2	3	3	4	1	0	0	0	0	0	0	0
Commercial - B Zone	1	0	0	0	1	0	0	0	0	0	0	0	0
Barns/Farm Buildings	12	1	2	2	4	1	2	0	0	0	0	0	0
Swimming Pools	9	1	2	2	4	0	0	0	0	0	0	0	0
Decks	16	0	2	1	10	2	1	0	0	0	0	0	0
Demolitions	2	1	1	0	0	0	0	0	0	0	0	0	0
Electrical Upgrades	6	1	1	2	1	0	1	0	0	0	0	0	0
Driveway	3	0	0	0	3	0	0	0	0	0	0	0	0
Fire Restoration	1	0	0	0	0	1	0	0	0	0	0	0	0
Patio	1	0	0	0	1	0	0	0	0	0	0	0	0
Generator	1	0	0	0	1	0	0	0	0	0	0	0	0
Solar	19	2	3	2	6	5	1	0	0	0	0	0	0
	120	17	18	22	41	13	9	0	0	0	0	0	0

Permit Approval Date Report
Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number	Owner Name	Property Address	Subdivision	Contractor Name
3/4/2025	012025052	01 House	02-35-401-002	FROEHLICH ADAM & KELLY	5603 FIELDS DRIVE YORKVILLE	FIELDS OF FARM COLONY UNIT 3	SILVERTHORNE DEVELOPMENT
3/31/2025	012025073	01 House	05-12-276-010	MEADOR JASON & TINA	7653 CLUBHOUSE DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	OVERSTREET BUILDERS
3/12/2025	012025038	01 House	06-02-125-001	CARRESCIA BLAKE & MICHAELA	6192 DOVER CT OSWEGO, IL SOUTHFIELD ESTATES 60543-		NICK NAHAS
3/4/2025	012025027	01 House	05-12-228-014	TRATTNER STEVEN & COLLEEN	7161 IRONWOOD CT YORKVILLE, IL 60560-	WHITETAIL RIDGE	DJK CUSTOM HOMES, INC.
2/10/2025	012025032	01 House	06-07-405-002	PARNELL RYAN & EUGENIA	5516 LEGEND DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	REVOLUTION BUILDERS CUSTOM BUILDERS
3/24/2025	012025054	01 House	06-07-402-011	HEAVENS CRAIG & DEBORAH	7854 FAIRWAY DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	SILVERTHORNE DEVELOPMENT CO
1/28/2025	012025017	01 House	06-07-374-002	ESCOBEDO LARRY & KELLY R	5778 CHAMPIONSHIP CT. YORKVILLE, IL. 60560	WHITETAIL RIDGE	JAKE MENARD
1/15/2025	012025015	01 House	02-23-303-012	PFLIPSEN DAVID & RASHIDA	26 TIMBER RIDGE DR. YORKVILLE, IL. 60560	TIMBER RIDGE SUB UNIT 1	ED SALOGA DESIGN BUILD
4/1/2025	012025042	01 House	06-07-374-007	MCCUE DEVELOPMENT INC	5918 CHAMPIONSHIP CT YORKVILLE, IL 60560-	WHITETAIL RIDGE	MCCUE BUILDERS INC.
2/6/2025	012025036	01 House	05-12-277-015	SIEMIANOWSKI JOSEPH R & JULIE T	5929 LEGACY CIR YORKVILLE, IL 60560-	WHITETAIL RIDGE	KING'S COURT BUILDERS
4/7/2025	012025074	01 House	05-02-202-001	GREEN KENNEDY E & CASSANDRA M	6006 AUDREY AVENUE YORKVILLE, IL. 60560	ROSEHILL	MCCUE BUILDERS INC.

Permit Approval Date Report

Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number	Owner Name	Property Address	Subdivision	Contractor Name
1/3/2025	012025007	01 House	05-12-226-003	BURNETT PTOSHIAA	6005 WHITETAIL RIDGE DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	REVOLUTION BUILDERS CUSTOM BUILDERS
4/8/2025	012025076	01 House	09-29-400-007	AARON WHITE	16947 OBRIEN ROAD MINOOKA, IL. 60447		WHITE & SONS BUILDERS
1/7/2025	012025012	01 House	04-02-227-005	HOGAN MICHAEL & SHERRY	6195 SOUTH WOODS CT YORKVILLE, IL 60560-	THE WOOD OF SILVER SPRINGS PHASE 2	JEFF HAZDRA HOMES & REMODELING
2/26/2025	012024351	01 House	02-35-301-007	MARKS MICHAEL	5971 FIELDS DRIVE YORKVILLE, IL. 60560	FIELDS OF FARM COLONY UNIT 2	MICHAEL ANTHONY BUILDERS
5/20/2025	012025129	01 House	02-35-413-002	WASZAK ROBERT T & WASZAK NANCY A	5596 FIELDS DR. YORKVILLE, IL. 60560	FIELDS OF FARM COLONY UNIT 4	SAME AS OWNER
1/13/2025	032025024	03 Accessory Buildings	02-34-127-002	DEBOLT BRIAN & ARMELINDA	4 ACORN LN YORKVILLE, IL 60560-	FOX RIVER GARDENS	
4/7/2025	032025081	03 Accessory Buildings	03-08-227-024	DOSSETT JILL L & BRIAN L	72 CIRCLE DR MONTGOMERY, IL 60538-	BOULDER HILL UNIT 17	
3/20/2025	032025063	03 Accessory Buildings	02-22-427-001	SPRATLEY BRETT S & GINAE	36 TIMBERVIEW LN YORKVILLE, IL 60560-	TIMBER RIDGE SUB UNIT 2	
6/8/2025	032025140	03 Accessory Buildings	02-23-303-002	STANISZEWSKI MEGAN A & THADEUS J	17 CANYON CT YORKVILLE, IL 60560-	TIMBER RIDGE SUB UNIT 1	
1/23/2025	032025026	03 Accessory Buildings	06-08-101-027	MORRIS PATRICK J & MICHELE R	7251 JOYCE CT OSWEGO, IL 60543-	GROVE ESTATES	
4/15/2025	032025089	03 Accessory Buildings	04-02-227-002	WARREN BRANDON M	6202 POLO CLUB DR YORKVILLE, IL 60560-	THE WOOD OF SILVER SPRINGS PHASE 2	CLEARY BUILDING CORP

Permit Approval Date Report
Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number	Owner Name	Property Address	Subdivision	Contractor Name
3/12/2025	032025059	03 Accessory Buildings	02-35-384-004	VAN FLEET LIVING TRUST	7645 MADELINE DR YORKVILLE, IL 60560-	FIELDS OF FARM COLONY UNIT 3	BOONDOCK BARNS
4/18/2025	032025062	03 Accessory Buildings	02-26-401-002	AGUIRRE LUIS JR & RAMIREZ JAZEL I	11 OAK CREEK DR YORKVILLE, IL 60560-	OAK CREEK SUB	THE LANDSCAPING EXPERTS, INC.
1/13/2025	032025021	03 Accessory Buildings	08-01-300-003	MACKENZIE MARK A	-		
1/31/2025	032025029	03 Accessory Buildings	02-15-327-004	BRUDERLE K CHARLES	88 BRISTOL RIDGE RD BRISTOL, IL 60512-		SELF
5/13/2025	032025127	03 Accessory Buildings	02-14-428-006	SPAARGAREN RODGERS BRENT	29 CHARLES ST OSWEGO, IL LYNNWOOD EXTENSION 6 60543-		
5/5/2025	032025121	03 Accessory Buildings	01-25-376-004	GORMLEY RICK L & DENISE J	12446 MITCHELL DR PLANO, IL 60545-	SCHAEFFER WOODS SOUTH UNIT 2	
4/23/2025	032025103	03 Accessory Buildings	05-02-128-002	HALL DAVID	7482 AUDREY AVE YORKVILLE, IL 60560-	ROSEHILL	
1/13/2025	042025022	04 Additions	07-16-400-006	MARTINEZ DAVID M & BOBBI JO	14560 TOWNHOUSE RD NEWARK, IL 60541-		
3/5/2025	042025051	04 Additions	01-31-300-001	FRIEDERS, JOSPEH; GENE R FRIEDERS	17710 LIONS RD SANDWICH, IL 60548-		
3/12/2025	042025058	04 Additions	02-21-151-013	CLARK THOMAS WILLIAM & SHEGA	19 AMANDA LN YORKVILLE, IL 60560-	ASHLEY WOODS	GREAT DAY IMPROVEMENTS LLC
4/21/2025	042025097	04 Additions	05-07-176-008	BARKER JERAD T & RACHEL A	31 HIGHVIEW DR YORKVILLE, IL 60560-	PAVILLION HEIGHTS UNIT 1	J&R CONSTRUCTION SERVICES

Permit Approval Date Report

Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number	Owner Name	Property Address	Subdivision	Contractor Name
4/14/2025	052025091	05 Remodeling	03-32-131-002	MAGO MICHAEL J	5380 OLD RESERVE RD OSWEGO, IL 60543-	OLD RESERVE HILLS UNIT 1	TRANQUILITY BUILDERS INC.
3/25/2025	052025069	05 Remodeling	02-35-413-011	RUMSHAS LEISA D	7388 GILDA CT YORKVILLE, IL 60560-	FIELDS OF FARM COLONY UNIT 4	SYNERGY BUILDERS INC.
5/6/2025	052025123	05 Remodeling	03-04-303-011	SEAN DENNIS	16 MARNEL RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 5	
4/21/2025	052025096	05 Remodeling	02-28-301-003	JONES JASON D	205 GEORGEANNA ST YORKVILLE, IL 60560-	COUNTRYSIDE SUB UNIT 7	WELL EXPERT
3/11/2025	052025056	05 Remodeling	03-05-253-032	OSWEGOLAND PARK DISTRICT	0 BOULDER HILL PASS MONTGOMERY, IL 60538-		LEOPARDO CONSTRUCTION
4/28/2025	052025114	05 Remodeling	02-15-252-001	GLASGOW DAVID M & KAREN M	14 N ROYAL OAKS DR BRISTOL, IL 60512-	THE WOODS OF BLACKBERRY OAKS	CAHILL CONTRACTORS LLC
4/23/2025	052025106	05 Remodeling	03-05-176-004	FOX METRO WATER REC DIST	682 RTE 31 OSWEGO, IL. 60543		FOX METRO
3/25/2025	052025068	05 Remodeling	03-05-176-004	FOX METRO WATER REC DIST	682 ROUTE 31 OSWEGO, IL. 60543		
2/7/2025	052025037	05 Remodeling	05-12-228-003	TESTONE VINCENT & CAROL WESTPHAL	6004 WHITETAIL RIDGE DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	ACCULEVEL, INC.
1/27/2025	052025028	05 Remodeling	02-21-151-004	GOSCINIAK TOMASZ	20 PATRICIA LN YORKVILLE, IL 60560-	RICHARDS BLACKBERRY ESTATES	
1/13/2025	052025023	05 Remodeling	02-34-127-002	DEBOLT BRIAN & ARMELINDA	4 ACORN LN YORKVILLE, IL 60560-	FOX RIVER GARDENS	SAME AS OWNER

Permit Approval Date Report

Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number Owner Name	Property Address	Subdivision	Contractor Name
2/5/2025	052025035	05 Remodeling	03-18-328-007 PATULA ROBERT R & KATHRYN L	9 N CHERRY DR OSWEGO, IL 60543-	OWNERS 2ND SUB SEC 18-37-8	LEADS CONSTRUCTION
1/8/2025	072025010	07 Commercial - B Zone	02-10-300-019 FOX VALLEY FAMILY YMCA INC	1520 N CANNONBALL TRL BRISTOL, IL 60512-		
4/25/2025	072025110	07 Commercial - B Zone	09-13-200-014 FOUR SEASONS STORAGE, LLC	14339 COUNTY LINE RD SHOREWOOD, IL 60404-	GO PRO SPORTS	WICK BUILDINGS
6/2/2025	082025137	08 Barns/Farm Buildings	06-10-100-003 KELLER MARTIN J & NICOLE C	7426 B SCHLAPP RD OSWEGO, IL 60543-		
5/2/2025	082025100	08 Barns/Farm Buildings	02-36-300-004 ABBAS ALAA	6605 RESERVATION RD YORKVILLE, IL 60560-	MORGANS SUB	
6/2/2025	082025136	08 Barns/Farm Buildings	05-21-400-008 LUDWIG ADAM E	9239 WALKER RD YORKVILLE, IL 60560-		
5/5/2025	082025120	08 Barns/Farm Buildings	06-10-200-006 KELLER FRANK	7426 SCHLAPP RD OSWEGO, IL 60543-		
4/28/2025	082025109	08 Barns/Farm Buildings	04-31-200-009 ALLEN JEFFREY D & BRITTANY	11313 B CRIMMIN RD NEWARK, IL 60541-		
2/25/2025	082025047	08 Barns/Farm Buildings	03-27-200-008 HIGENS NICHOLAS & MARJORIE	4050 DOUGLAS RD OSWEGO, IL 60543-		
4/15/2025	082025092	08 Barns/Farm Buildings	01-30-100-006 TOWNSEND JASON S	4505 SANDY BLUFF RD PLANO, IL 60545-		
4/10/2025	082025082	08 Barns/Farm Buildings	02-26-400-023 DEL TORO MARCO & IMELDA	7404 ROUTE 71 YORKVILLE, IL 60560-		

Permit Approval Date Report

Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number Owner Name	Property Address	Subdivision	Contractor Name
3/17/2025	082025061	08 Barns/Farm Buildings	07-29-200-004 FRIESTAD JOSHUA & SARAH	16187 ROODS RD NEWARK, IL 60541-		
3/5/2025	082025053	08 Barns/Farm Buildings	01-03-100-001 VARGAS TEODORO & VARGAS THEODORE	14780 GALENA RD PLANO, IL 60545-		
1/28/2025	082025031	08 Barns/Farm Buildings	09-15-200-003 BEST BUDGET TREE SERVICE LLC	2241 ROUTE 52 MINOOKA, IL 60447-		
4/4/2025	122025075	12 Swimming Pools	04-21-252-002 YENTER KELLI & CHRIS	15536 PROSPECT HILL DR NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 3	10X POOLS
5/2/2025	122025117	12 Swimming Pools	03-08-276-005 LOPEZ SAMANTHA	6 FIELDPOINT RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 17	
5/6/2025	122025098	12 Swimming Pools	02-21-200-028 WIESCHHAUS KRISTOPHER T & UNIT ADVANCE	9261 KENNEDY RD YORKVILLE, IL 60560-		
4/22/2025	122025095	12 Swimming Pools	02-35-127-009 RODRIGUEZ JOSE	34 MORGAN CT YORKVILLE, IL 60560-	FARM COLONY	
4/14/2025	122025085	12 Swimming Pools	02-16-276-012 ROCEN SHERI	25 NORTH ST BRISTOL, IL 60512-		
3/31/2025	122025070	12 Swimming Pools	03-18-376-007 RAMIREZ SALVADOR C & ANGELA	6 W PLEASANTVIEW DR OSWEGO, IL 60543-	RIVERVIEW HEIGHTS	
3/4/2025	122025049	12 Swimming Pools	05-12-220-009 FULTON STEPHEN D JR	7365 CLUBHOUSE DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	SWIM SHACK INC.
2/5/2025	122025033	12 Swimming Pools	05-12-228-002 FISHER JUSTIN & RACHELLE	5976 WHITETAIL RIDGE DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	ALL PROPERTY SERVICES INC.

Permit Approval Date Report
Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number Owner Name	Property Address	Subdivision	Contractor Name
3/31/2025	132025072	13 Decks	01-32-101-002 AVENARIUS DAVID & LAURIE H	16700 GRISWOLD SPRINGS RD PLANO, IL 60545-	SANDY BLUFF DUTCH ACRES	UPPERDECK DESIGNS & CONSTRUCTION
4/24/2025	132025111	13 Decks	01-25-461-002 BERRIOS LAURIE ANN & WILLIAM	12156 MITCHELL DR PLANO, IL 60545-	SCHAEFFER WOODS SOUTH UNIT 1	ROONEY BUILDERS
4/25/2025	132025108	13 Decks	01-35-428-013 SCHILTZ DANIEL	32 WILLOW SPRINGS LN PLANO, IL 60545-	THE WILLOWS SUB	
4/22/2025	132025101	13 Decks	03-08-302-002 LECHUGA LORENZO & TERESA	115 LAURIE LN OSWEGO, IL 60543-	SHORE HEIGHTS UNIT 1	
4/15/2025	132025090	13 Decks	04-21-125-022 PADILLA FAMILY TRUST	9315 N STONEWALL DR NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 3	MI-TER BUILT HOMES INC.
4/14/2025	132025086	13 Decks	02-16-276-012 ROCEN SHERI	25 NORTH ST BRISTOL, IL 60512-		
4/8/2025	132025084	13 Decks	01-16-427-009 KANTOR MATTHEW E & AUDRA MAE	40 MEYER RD PLANO, IL 60545-	MEYERBROOK UNIT 3	RLK BUILDERS INC.
2/19/2025	132025043	13 Decks	04-21-125-008 FREEMAN JON & JAYMIE	15715 HOODS CIR NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 2	WEST SUBURBAN DECKS, LLC
2/13/2025	132025041	13 Decks	06-02-400-005 POTTS BRIAN D & KENDRA H	1430 CHERRY RD OSWEGO, IL 60543-		WARNER'S DECKING, INC.
6/2/2025	132025134	13 Decks	05-06-276-003 SPEROS JON	88 POPLAR RD YORKVILLE, IL 60560-	FOXLAWN UNIT 4	UPPERDECK DESIGN & CONSTRUCTION
5/6/2025	132025099	13 Decks	02-21-200-028 WIESCHHAUS KRISTOPHER T & LINDA ANN	9261 KENNEDY RD YORKVILLE, IL 60560-		

Permit Approval Date Report
Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number	Owner Name	Property Address	Subdivision	Contractor Name
5/15/2025	132025130	13 Decks	03-07-403-007	SANCHEZ ROY & JOLEIGH	175 DOLORES ST OSWEGO, IL 60543-	SHORE HEIGHTS UNIT 2	
5/1/2025	132025118	13 Decks	04-21-252-002	YENTER KELLI & CHRIS	15536 PROSPECT HILL DR NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 3	COMPLETE CONSTRUCTION
5/2/2025	132025116	13 Decks	02-35-276-010	DRAPER ROSS & AMY	187 COUNTRY RD YORKVILLE, IL 60560-	FARM COLONY	
4/28/2025	132025113	13 Decks	02-15-252-001	GLASGOW DAVID M & KAREN M	14 N ROYAL OAKS DR BRISTOL, IL 60512-	THE WOODS OF BLACKBERRY OAKS	CAHILL CONTRACTORS LLC
4/23/2025	152025102	15 Electrical Upgrades	06-18-200-015	VILLA JOSE D & TOVAR GLADYS S	8200 GROVE ROAD YORKVILLE, IL. 60560		
1/9/2025	152025019	15 Electrical Upgrades	06-13-129-004	JOHNSON RYAN A & JESSICAL	33 VIKING BLVD PLAINFIELD, IL 60586-	EVERGREEN GROVE UNIT HI - LITE ELECTRIC INC. 1	
3/20/2025	152025064	15 Electrical Upgrades	04-16-376-011	DEPAULO BUILDERS INC % ESTATES OF MAUI DDDDD, LLC A			JJJ COMMUNICATIONS LLC
3/12/2025	152025060	15 Electrical Upgrades	02-34-157-002	HEIMSOTH MARK E & BETHANY A	8935 VAN EMMON RD YORKVILLE, IL 60560-	HRUBYS PLAT	THOMAS AAGUIRRE
6/2/2025	152025135	15 Electrical Upgrades	03-31-302-002	HER TAO & PANG	9 SETTLERS LN OSWEGO, IL 60543-	HATTNER SUB	MISTER SPARKY
2/25/2025	152025048	15 Electrical Upgrades	02-22-126-004	LEIFHEIT ELMER B & NANCY	26 LAKEVIEW DR YORKVILLE, IL 60560-		TIMOTHY J MCHENRY
4/7/2025	182025078	18 Driveway	03-07-403-007	SANCHEZ ROY & JOLEIGH	175 DOLORES ST OSWEGO, IL 60543-	SHORE HEIGHTS UNIT 2	

Permit Approval Date Report

Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number	Owner Name	Property Address	Subdivision	Contractor Name
4/15/2025	182025094	18 Driveway	03-18-451-004	DALE EDMUND & DALE MARK	33 PLEASANTVIEW DR OSWEGO, IL 60543-	RIVERVIEW HEIGHTS	DALTON HENNINGER
5/14/2025	182025080	18 Driveway	01-10-101-004	CHIHUAHUA HOLDING COMPANY LLC	1182 VILMIN ROAD PLANO, IL. 60545		
6/2/2025	192025125	19 Fire Restoration	03-04-280-007	WELCH STEPHEN R & KATHERINE M	156 HEATHGATE RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 26	PLEASANT HILL CO INC.
4/23/2025	202025105	20 Patio	03-04-176-001	RUSH SHAUN & MADISON	80 FERNWOOD RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 29	HD CONCRETE, INC.
4/7/2025	232025083	23 Generator	04-21-125-032	BRATLAND JAY S & MICHELLE J	9204 CHATHAM PL NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 3	
6/2/2025	242025139	24 Solar	03-04-253-020	PONCE YENI ANGELICA	64 INGLESHERE RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 29	1 EARTH SOLAR LLC
5/20/2025	242025131	24 Solar	06-13-128-001	CLINE DAVID B & TRACY ANN	17 ANDY CT PLAINFIELD, IL 60586-	EVERGREEN GROVE UNIT 1	FREEDOM FOREVER IL LLC
1/3/2025	242025016	24 Solar	03-08-202-014	CLEMENTI JOHN P & KAREN K	5 WESTLEIGH CT MONTGOMERY, IL 60538-	BOULDER HILL UNIT 14	INDEPENDENCE RENEWABLE ENERGY LLC
5/15/2025	242025128	24 Solar	04-21-126-013	JENSEN TIMOTHY R & CAROL M	9290 N STONEWALL DR NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 3	SUNRUN INSTALLATION SERVICES LLC
5/12/2025	242025126	24 Solar	05-07-176-009	HUGHES TANYA	37 HIGHVIEW DR YORKVILLE, IL 60560-	PAVILLION HEIGHTS UNIT 1	FREEDOM FOREVER IL LLC
5/8/2025	242025124	24 Solar	06-13-127-002	NOTTKE BRYAN P & AMY L	15 BETTY LN PLAINFIELD, IL 60586-	EVERGREEN GROVE UNIT 1	FREEDOM FOREVER IL LLC

Permit Approval Date Report
Kendall County

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5/5/2025	242025122	24 Solar	03-04-181-016 HENNE ROBERT T & ELIZABETH H	4 INGLESHERE CT MONTGOMERY, IL 60538-	BOULDER HILL UNIT 29	SUNRUN INSTALLATION SERVICES
4/28/2025	242025115	24 Solar	01-19-376-011 BEYER JOSHUA J SR & SUMMER ANN	54 WILLIAM LN SANDWICH, IL 60548-	HOLLIS PARK UNIT 2	LGCY INSTALLATION SERVICES LLC
4/25/2025	242025112	24 Solar	03-09-153-002 MORALES BRENDA L	36 FIELDPOINT RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 25	FREEDOM FOREVER IL LLC
4/25/2025	242025107	24 Solar	03-04-406-015 KELLOGG PAUL E & KELLOGG CAROLYN PILITU DDONIAI	107 TEALWOOD RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 27	
4/9/2025	242025088	24 Solar	03-04-307-024 HERRERA ELIEL	32 LONGBEACH RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 10	FREEDOM FOREVER IL LLC
4/10/2025	242025087	24 Solar	03-05-276-024 PEINADO RUBEN & PEINADO EDWIGES	23 ALDON RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 15 REUSB	FREEDOM FOREVER IL LLC
4/7/2025	242025079	24 Solar	06-13-126-005 TAYLOR JUSTIN MARK & INTHA D	14 ANDY CT PLAINFIELD, IL 60586-	EVERGREEN GROVE UNIT 1	FREEDOM FOREVER IL LLC
3/26/2025	242025066	24 Solar	03-31-477-007 COLLIER JOSH & COLLIER ANDREA	10 TOMAHAWK TRL OSWEGO, IL 60543-		ONE EARTH SOAR LLC
3/24/2025	242025065	24 Solar	02-10-400-006 IBARRA JOSE ANTONIO	8371 GALENA RD BRISTOL, IL 60512-		ION DEVELOPER LLC
3/3/2025	242025050	24 Solar	06-07-226-012 TJ BAUMGARTNER CUSTOM HOMES NNN	7295 FAIRWAY DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	CERTASUN LLC
2/25/2025	242025046	24 Solar	06-14-200-017 COUGAR TRUST	8493 OLD RIDGE RD PLAINFIELD, IL 60586-		BRS FIELDS OPS LLC

Permit Approval Date Report
Kendall County

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2/19/2025	242025045 24 Solar	02-10-400-006 IBARRA JOSE ANTONIO	8371 GALENA RD BRISTOL, IL 60512-		ION DEVELOPER LLC
1/27/2025	242025030 24 Solar	03-08-276-004 LOVELACE PATRICK M	4 FIELDPOINT RD MONTGOMERY, IL. 60538	BOULDER HILL UNIT 17	SUNRUN INSTALLATION

PLANNING BUILDING & ZONING RECEIPTS 2025

DATE	BUILDING FEES	ZONING FEES	LAND- CASH	OFFSITE ROADWAY	MONTHLY FY 2025	TOTAL FY 2025	MONTHLY FY 24	TOTAL FY 24
December	\$8,244.00	\$0.00	\$3,163.48	\$1,000.00	\$12,407.48	\$12,407.48	\$10,759.44	\$10,759.44
January	\$9,122.50	\$425.00	\$8,141.06	\$2,000.00	\$19,688.56	\$32,096.04	\$6,128.44	\$16,887.88
February	\$7,170.00	\$0.00	\$8,434.67	\$2,000.00	\$17,604.67	\$49,700.71	\$12,449.55	\$29,337.43
March	\$10,925.84	\$74.00	\$10,208.53	\$1,000.00	\$22,208.37	\$71,909.08	\$15,542.46	\$44,879.89
April	\$16,024.58	\$1,279.00	\$17,132.39	\$3,000.00	\$37,435.97	\$109,345.05	\$36,410.16	\$81,290.05
May	\$5,588.20	\$0.00	\$0.00	\$0.00	\$5,588.20	\$114,933.25	\$13,067.18	\$94,357.23
June							\$27,571.20	\$121,928.43
July							\$33,948.83	\$155,877.26
August							\$31,821.36	\$187,698.62
September							\$27,597.57	\$215,296.19
October							\$42,701.26	\$257,997.45
November							\$46,441.83	\$304,439.28
YR END TOTAL	\$57,075.12	\$1,778.00	\$47,080.13	\$9,000.00	\$114,933.25			