



Kendall County Board Agenda
Regular September Meeting
Kendall County Historic Courthouse
110 W. Madison St, Yorkville, IL 60560
Tuesday, September 16, 2025, at 9:00 AM

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
 - Sheriff's Office Civilian Commendation to Taylor Cosgrove & Brianna Falk
8. Public Comment
9. Consent Agenda
 - A. Approval of County Board Minutes from August 19, 2025 (p.3)
 - B. Approval of Committee Meeting Minutes (p.7)
 - C. Approval of Claims not to exceed \$1,227,437.53 from September 15, 2025
 - D. Approval of 23rd Judicial Circuit Court- Kendall County Department of Probation and Court Services CFY Annual Plan and Expenditures (p.51)
 - E. Approval of Petition 25-13, a Request from Mikol's Construction on Behalf of Colt T. Neumann for a Plat of Vacation of Two Seven-Point-Five Feet Drainage and Utility Easements Along the Common Lot Lines of Lots 50 and 51 in Henneberry Woods Subdivision (4771 Cherry Road and 4756 Waa-Kee-Sha Drive, Oswego) (PINs: 06-05-394-001 and 06-05-394-002) in Na-Au-Say Township; Properties are Zoned RPD-2 (p.89)
 - F. Approval of Petition 25-16, a Request from Wayne J. Skoff on Behalf of 1st Midwest Trust #72-22350 for the Voluntary Revocation of a Special Use Permit for Indoor Storage of Boats, Recreational Vehicles, and Classic Cars Granted by Ordinance 2001-30 at 15028 Church Road, Minooka, (PIN: 08-24-100-001) in Lisbon Township; Property is Zoned A-1 with a Special Use Permit (p.94)
 - G. Approval of Service agreement between Kendall County and Oswego Township for the Provision of Demand Response Transportation (p.100)
 - H. Approval of Amendment #2 of the Kendall County IGAM #24-05 – KC-TAP Funding and Authorization for completion of the Hoover-Fox River Bluffs Trail Construction Project (p.105)
 - I. Approval of an Agreement Extension with MC Squared for Residential Electric Aggregation through December 2027 (p.109)
10. Old Business
11. New Business
12. Elected Officials and Department Reports
 - A. Sheriff (Report included in packet) (p.114)
 - B. County Clerk and Recorder (Report included in packet) (p.120)
 - C. Treasurer Report (Report included in packet) (p.121)
 - D. Clerk of the Court
 - E. State's Attorney
 - F. Coroner (Report included in packet) (p.122)
 - G. Health Department
 - H. Supervisor of Assessments
 - I. Regional Office of Education (Report included in packet) (p.125)
 - J. EMA
 - K. Public Defender (Report included in packet) (p.129)
 - L. VAC
13. Standing Committee Reports
 - A. Facilities
 - i. Approval of the 2025 Lease Agreement Between Kendall County, Illinois and the Kendall County Court Appointed Special Advocate (p.131)

B. Planning Building & Zoning

- i. Approval of a Request from Irma Loya Quezada for a Map Amendment Rezoning the Northwest Corner of 14874 Brisbin Road, Minooka, (PIN: 09-18-300-018) in Seward Township from A-1 Agricultural District to R-1 One Family Residential District (p.144)
- ii. Approval of a Request from Irma Loya Quezada for a Map Amendment Rezoning the Southwest Corner of 14918 Brisbin Road, Minooka, (PIN: 09-18-300-019) in Seward Township from A-1 Agricultural District to R-1 One Family Residential District (p.151)

14. Special Committee Reports

15. Liaison Reports

16. Other Business

17. Chairman's Report

Appointments

Dwight Baird - Morgan Creek Drainage District – 3 Year term- Expires September 2028

Rhonda Stibbe - 708 Mental Health Board – 3 Year term - Expire September 2028

Megan Andrews - Board of Health – 3 Year Term - Expires September 2028

Jordan Gash - Board of Health - Board of Health – 3 Year Term - Expires September 2028

Gary Popp - Tax Board of Review – 2-Year Term - Expires September 2027

Ted Schneller - Tax Board of Review – 2-Year Term - Expires September 2027

David Zielke - Tax Board of Review – 2-Year Term - Expires September 2027

John Orin - Tax Board of Review – 2-Year Term - Expires September 2027

Heather Hardys - Workforce Development – 2-Year Term - Expires September 2027

Shelly Senffner - Workforce Development - 2-year Term - Expires September 2027

Appointment

Dan Koukol - Workforce Development – 2-Year Term - Expires September 2027

18. Public Comment

19. Questions from the press

20. Executive Session

21. Adjournment

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

**KENDALL COUNTY BOARD
ADJOURNED JUNE MEETING
August 19, 2025**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Historic Courthouse, in the City of Yorkville on Tuesday, August 19, 2025, at 9:06 a.m. The Clerk called the roll. Members present: Matt Kellogg, Brian DeBolt, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley, and Seth Wormley. Member(s) absent: Zach Bachmann and Elizabeth Flowers.

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

PLEDGE OF ALLEGIANCE

Chairman Kellogg led the Pledge of Allegiance.

INVOCATION

John Beery from the Chaplin program gave the invocation.

THE AGENDA

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

CONSENT AGENDA

Member Koukol moved to approve the consent agenda, moving item N to New Business item B.

- A. Approval of County Board Minutes from July 15, 2025
- B. Approval of Committee Meeting Minutes
- C. Approval of Claims not to exceed \$1,831,814.36 from August 15, 2025
- D. Approval for the Purchase of Public Safety Center Video Recording System Upgrade from Security Automation Systems
- E. Approval of Surplus declaration for two Kendall Area Transit Buses in accordance with the Surplus Property/Capital Assets Disposal Policy
- F. Approval of a Resolution to Amend the 2025 Kendall County Holiday Schedule
- G. Approval of a Resolution to Establish the 2026 Kendall County Holiday Schedule
- H. Approval of Phase II Contingency Reduction #4: Total of \$102,890 with revised contract amounts as follows: Lite Construction \$ 2,661,552 (\$27,027 increase), Guardian Steel \$406,516 (\$8,456 increase), CMM Group \$827,803 (\$2,739 increase), TSI Flooring \$600,479 (\$1,617 increase), Omega Plumbing \$ 313,836 (\$4,580 increase) and Aurora Wiring & Fixture \$1,108,160 (\$58,471 increase).
- I. Approval of an Agreement for right-of-way consulting services between Kendall County and Mathewson Right of Way Company related to 3 roadway projects on Galena Road in an amount not to exceed \$223,600
- J. Approval of Main Street Campus Project Bid Recommendation with a total cost of \$1,034,462
- K. Approval of a Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement
- L. Approval of a Resolution Authorizing Execution and Amendment of Section 5311 Public Transportation Service Grant Agreement
- M. Approval of Petition 25-05, a Request from the Kendall County Zoning Administrator for Text Amendments to Sections 30-98(c), 30-98(d), 30-197(b)(2), 36-155(c)(1) and 36-184(1) of the Kendall County Code Reducing the Number of Petitions, Plats, Site Plans, Final Engineering Plans, and Landscape Restoration and Planting Plans Submitted as Part of Applications for Final Plat Approval and for Final Plat Approval of Residential Planned Developments and Site Plan Approvals
- O. Approval of Petition 25-07, a Request from Brock VanAsdlen for the Voluntary Revocation of a Special Use Permit for an Agricultural Heliport Granted by Ordinance 1989-13 at 15660 O'Brien Road, Minooka, (PIN: 09-21-300-014) in Seward Township; Property is Zoned A-1 with a Special Use Permit
- P. Approval of Petition 25-11, a Request from Nancy Updike for the Voluntary Revocation of a Special Use Permit for a Private Landing Strip Granted by Ordinance 1981-06 at 16355 Millhurst Road, Plano, (PIN: 04-05-100-002) in Fox Township; Property is Zoned A-1 with a Special Use Permit
- Q. Approval of a Community Benefit Agreement Between USA Energy Independence 1, LLC and the County of Kendall, Illinois

- R. Approval of an Agreement with Teska Associates, Inc. for Planning Services for a Period of One Year at a Cost Not to Exceed \$175 Per Hour; Related Invoices to be Paid from the Planning, Building and Zoning Department's Consultant Line Item (11001902-63630)
- S. Approval of the purchase of a 25 Getac A140G2E tablets from public purchasing agreement between Brite and Sourcewell 020624-SYN-FEE in the amount of \$127,525.00

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

C) COMBINED CLAIMS: ADMIN \$575.90; ANIMAL \$14,561.24; CIR CRT CLK \$18,909.64; CIR CRT JDG \$16,160.85; CRT SRV \$29,910.22; AUDIT/TAX \$32,911.81; CRNER \$4,568.28; CORR \$55,565.77; CNTY ADMIN \$337.72; CNTY BRD \$309,384.92; CNTY CLK \$3,297.67; HIGHWAY \$563,880.30; ELECT \$6,541.90; EMA DIR \$402.69; EMA \$3,335.13; FCLT MGMT \$52,102.17; GIS \$2,520.41; HHS \$12,480.68; HR \$804.22; JURY \$13,148.50; MERIT \$12,688.20; PBZ PLNR \$4,373.55; PBZ \$3,732.58; PRES JDG \$10,593.48; PROB SPVSR \$7,692.66; SHRF \$372,063.05; ST ATTNY \$33,199.61; TECH \$45,138.41; TREAS \$13.98; UTIL \$22,424.47; VET \$4,916.76; FORST \$39,790.72; SHRF \$34,721.55; SHRF \$52,013.35; SHRF \$86,842.69.

- F) A complete copy of Resolution 25-31 is available in the Office of the County Clerk.
- G) A complete copy of Resolution 25-32 is available in the Office of the County Clerk.
- I) A complete copy of IGAM 25-44 is available in the Office of the County Clerk.
- K) A complete copy of Resolution 25-33 is available in the Office of the County Clerk.
- L) A complete copy of Resolution 25-34 is available in the Office of the County Clerk.
- M) A complete copy of Ordinance 25-12 is available in the Office of the County Clerk.
- O) A complete copy of Ordinance 25-13 is available in the Office of the County Clerk.
- P) A complete copy of Ordinance 25-14 is available in the Office of the County Clerk.
- Q) A complete copy of IGAM 25-45 is available in the Office of the County Clerk.
- R) A complete copy of IGAM 25-46 is available in the Office of the County Clerk.

NEW BUSINESS

Liquor Ordinance

Member Shanley moved to approve an Ordinance to Amend the Kendall County Code of Ordinances Chapter 4 – Alcoholic Liquor – Gilted Edge Winery. Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll vote on the motion. All members present voting aye. Motion carried.

A complete copy of Ordinance 25-15 is available in the Office of the County Clerk.

Petition 25-06

Member Shanley moved to approve Petition 25-06, a Request from the Kendall County Zoning Administrator for Text Amendments to Sections 30-37, 30-76, 30-78, 30-98, 30-135, 36-2, 36-35, 36-36, 36-42(c), 36- 112, 36-125(c), 36-154(c), 36-155(c), 36-182(2)(d), 36-183(b), and 36-184 of the Kendall County Code by Abolishing the Zoning and Platting Advisory Committee (ZPAC) as a Formal Committee of the County and Transferring the Duties of ZPAC to County Staff Members. Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll vote on the motion. All members present voting aye. Motion carried.

A complete copy of Ordinance 25-16 is available in the Office of the County Clerk.

ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

Sheriff

Undersheriff Richardson reviewed the monthly report in the packet.

County Clerk & Recorder

Revenue Report		7/1/25-7/31/25	7/1/24-7/31/24	7/1/23-7/31/23
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$669.00	\$611.00	\$507.00
MARFEE	County Clerk Fees - Marriage License	\$1,650.00	\$1,710.00	\$1,500.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$25.00	\$35.00	\$10.00
CRTCOP	County Clerk Fees - Certified Copy	\$2,154.00	\$1,700.00	\$1,458.00

MISINC	County Clerk Fees - Misc	\$31.50	\$66.55	\$54.00
	County Clerk Fees - Misc Total	\$4,529.50	\$4,122.55	\$3,529.00
RECREE	County Clerk Fees - Recording	\$25,491.00	\$23,140.00	\$19,757.00
	Total County Clerk Fees	\$30,020.50	\$27,262.55	\$23,286.00
CTYREV	County Revenue	\$65,791.50	\$79,744.00	\$45,147.50
DCSTOR	Doc Storage	\$21,628.74	\$17,307.70	\$11,226.00
GISMAP	GIS Mapping	\$45,450.00	\$41,432.00	\$35,730.00
GISRCD	GIS Recording	\$6,715.25	\$6,481.75	\$2,382.00
INTRST	Interest	\$155.38	\$81.64	\$78.64
RECMIS	Recorder's Misc	\$3,069.25	\$3,542.75	\$1,029.00
RHSP	RHSP/Housing Surcharge	\$24,084.00	\$21,996.00	\$18,252.00
TAXCRT	Tax Certificate Fee	\$920.00	\$400.00	\$800.00
TAXFEE	Tax Sale Fees	\$0.00	\$15.00	\$0.00
PSTFEE	Postage Fees			
CK # 20035	To KC Treasurer	\$197,834.62	\$198,263.39	\$137,931.14

Treasurer

Treasurer Jill Ferko reviewed the report in the packet and stated that the second installment of tax payments is due September 4, 2025.

Coroner

Coroner Jacquie Purcell reviewed the report included in the packet.

Health Department

Executive Director RaeAnn Van Gundy spoke about the community health improvement survey.

Supervisor of Assessments

Chief Assessor Andy Nicoletti stated that all the books are in and balanced.

Regional Office of Education

Superintendent Meghan spoke about the ribbon cutting ceremony, National Night Out, the new website and the building walk throughs.

EMA

EMA Director Roger Bonuchi spoke about the flood water in Boulder Hill, search & rescue/recovery calls and the Nuclear Grant has closed out.

VAC

Superintendent Tim Stubinger presented the June/July report including the number of claims submitted, benefit amounts issued and homeless assistance provided.

LIASON REPORTS

Chairman Kellogg reminded the board of the budget hearings scheduled for September 19th. Jordan Gash will be holding a training for new members to the Chaplin program. Mr. Kellogg encouraged everyone to attend a drug court graduation in the future.

CHAIRMAN'S REPORT

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

ADJOURNMENT

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

Approved and submitted this 20th day of August 2025.

Respectfully submitted by,

Debbie Gillette

Kendall County Clerk

HIGHWAY COMMITTEE MINUTES

DATE: August 12, 2025
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Jason Peterson, Dan Koukol, Scott Gengler, and Brooke Shanley
STAFF PRESENT: Michele Riley and Francis Klaas
ALSO PRESENT: Steve Moeller (Village of Millbrook Trustee)

The committee meeting convened at 3:31 P.M. with roll call of committee members. Bachmann & Shanley absent. Quorum established.

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

Motion Gengler; second Koukol, to approve the Highway Committee minutes from July 8, 2025. Motion approved unanimously.

Shanley arrived at 3:32 P.M

Motion Gengler; second Koukol, to recommend approval of an agreement for right-of-way consulting services between Kendall County and Mathewson Right of Way Company related to 3 roadway projects on Galena Road in an amount not to exceed \$223,600. Klaas reminded the committee that they had recently approved engineering agreements for these 3 projects, including Galena-Little Rock Intersection, Galena-Rock Creek Intersection, and Galena Road from Eldamain Road to Ill. Rte. 47. The agreement with MROWCO is for land acquisition services on all 3 projects. Koukol wondered how much more it would cost if the projects had been broken up into separate pieces. Klaas wasn't sure, but indicated that it might not change too much because the acquisition fees are generally parcel-based, and included appraisals, negotiations, closings, etc. Committee felt it was a good idea to package the acquisition services together for all 3 projects. Motion approved unanimously by voice vote.

Committee discussed the concept of more KC-TAP funds for the Fox River Bluffs to Hoover Trail. Koukol asked how much money was in the TAP fund. Klaas didn't have an exact number, but indicated that most all the funds have been obligated through 2025. However, there would be another \$150,000 budgeted for the FY 2026 fiscal year. He added that the Forest Preserve was asking for another \$103,000 and that would be available with the new fiscal year on December 1st. Klaas also provided an exhibit that showed the distribution of all TAP funds to the various agencies in Kendall County since the inception of the program. Finally, he said that if the committee was in favor of the additional funds, he could alert the State's Attorney Office to draft a new IGA and then run it back through Highway Committee and County Board. Peterson asked what the timetable would be for a new IGA. Klaas thought it could all happen in September. There was some question about whether the Forest Preserve had approved the low bid for the project. Peterson said that most board members were in favor of granting the additional funds.

Committee had a discussion about the coming update to the County's 5-Year Transportation Plan. Klaas discussed some of the changes. One of the major additions was for intersection improvements at Millington-Millhurst and Millington-Rogers. Klaas indicated that there have been quite a few accidents at these intersections, and the department has received numerous calls to do something about it. The projects would be expensive and there wouldn't be any funds available until the out years of the 5-Year Plan. Peterson recalled that he has been going through those intersections for 40 years and you just can't make people stop. Moeller stated that the County has made several improvements at these intersections to improve safety.

Koukol asked about the intersection improvement proposed at Plainfield Road & Schlapp Road. Klaas stated that this intersection and the Plainfield-Collins intersection were put in the 5-Year Plan last year and are still in there for construction in 2029. Gengler asked about the Plainfield-Collins improvement and whether it could address the deep ditch along Collins Road. Klaas indicated that Collins was a township highway at this location and would likely require an IGA for additional work. Gengler thought that the County project should go back on Collins and address the ditch. Koukol asked if we could move the Plainfield intersection projects up in the program. Klaas thought it might be possible to move them to 2028, but didn't think they could be advanced any further due to the engineering, land acquisition, and utility relocation. Committee discussed the landowner at Plainfield-Schlapp and some of the difficulties in improving this intersection. Koukol volunteered to talk to Tom Gargrave, who lives at the intersection.

Gengler asked about the west leg of the Collins-Minkler roundabout, going out to Route 71. Klaas stated that it was anticipated to be a Village project. The County's focus with the Collins Road Extension was connecting Orchard Road to Grove Road, which provides a connector from I-88 to I-80. Klaas thought that the west leg would eventually get annexed into the Village and the Village would require a developer to construct it.

Peterson asked Klaas if there were other areas that get a lot of complaints. Klaas thought the county highways were in pretty good shape. He had gone through the 5-Year Plan with Assistant County Engineer, John Burscheid, prior to the meeting, and they felt that the 5-Year Plan addresses all the major concerns. Gengler asked about the Route 52-Grove Road project. Klaas stated that the intersection was one of the highest accident locations on the county system; but IDOT was the lead agency for the coming safety improvement. Members talked about possible reasons for so many accidents at this location. No one knew the timing for the improvement.

Klaas stated that he can provide a map of all the proposed changes and get that information out to the committee members in advance of the next meeting. Koukol asked about the timeline for voting on the plan. Klaas stated that there is a State law that requires the County to have a 20-Year Plan with annual updates because of the transportation sales tax. He added that we have kind of gotten into a routine of approving a 5-Year Plan in September each year and the 20-Year Plan in November, which gives the Department some lead time to program projects for the spring letting. Committee members can change that if they want to. Shanley thought that if it was working for Highway, there would be no need to change it.

In Other Business, Klaas provided the committee with some of the most recent accident data for Illinois and discussed some of the reasons for increasing fatal accidents on Illinois Highways and

nationwide. He indicated that fatal crashes have seen a significant increase since COVID. Committee members discussed some of the possible reasons for this.

Steve Moeller introduced himself as a Village of Millbrook Trustee. He expressed the Village's continuing concerns about traffic and speed on Village streets, including Fox Rive Drive and Whitfield Road. He understood that a stop sign on Fox Rive Drive coming into town probably wasn't going to be a possibility. He was most concerned about school buses stopping and the safety for the kids on the bus. He discussed some other specific locations and concerns. He related the Village's coordination with the Sheriff's Department to try to get additional enforcement. Koukol related an experience years ago when the Sheriff had done some additional enforcement in the Village and had irritated some of the Village residents because they had mostly given out tickets to Village residents. He related another experience in Oswego; but the bottom line was that you just can't make people follow the law. He wasn't sure what the answer was, but it is costing us (the County) millions of dollars to build all the highway improvements. Moeller reiterated that it continues to be a concern for the Village and wanted to cooperate with the County to try to continue to make things safer. He also discussed the idea of speed bumps on some of the other local streets. He was advised to work with Brad Mathre, the Fox Township Highway Commissioner, on that matter. Klaas reiterated that the MUTCD prohibits using stop signs for speed control, which is one of the reasons that there could not be a stop sign for southbound Fox River Drive. Gengler asked how the 2-way stop on a 3-leg intersection ever came to be. Klaas thought that it was originally set up that way so southbound trucks wouldn't have to stop on the uphill grade. It is not the best scenario, but he was afraid it would create more accidents if the northbound stop sign was taken out, because it had been there for so long. Moeller and committee members discussed the old idea of installing a roundabout at the Fox River Drive-Millbrook-Whitfield intersections. Although there was no specific resolution to all these concerns, both the committee and the Village agreed to continue to work together.

Motion Shanley; second Koukol to forward Highway Department bills for the month of August in the amount of \$561,350.77 to the Finance Committee for approval. Motion to approve bills was approved unanimously by voice vote.

Motion Gengler; second Koukol to adjourn the meeting at 4:18 PM. Motion carried unanimously.

Respectfully submitted,



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

Action Items

1. Agreement for right-of-way consulting services between Kendall County and Mathewson Right of Way Company related to 3 roadway projects on Galena Road in an amount not to exceed \$223,600



COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, June 12, 2025 at 4:00 p.m.
Meeting Minutes

Call to Order and Pledge of Allegiance - The Committee of the Whole meeting was called to order at 4:09 p.m. by County Board Chairman Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

Roll Call

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

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

Staff Present: County Administrator Christina Burns, Deputy County Administrator Latreese Caldwell, Facilities Assistant Director Luke Prisco, Human Resource Director Leslie Johnson, PBZ Director Matt Asselmeier, Undersheriff Bobby Richardson

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

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

Committee Reports and Updates –

- A. Economic Development and Administration
 - a. Approval of a Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement
 - b. Approval of a Resolution Authorizing Execution and Amendment of Section 5311 Public Transportation Services Grant Agreement

Kendall Area Transit has secured grants from the Illinois Department of Transportation (IDOT), including the 5311 grant designated for operational and administrative expenses. The Downstate Operating Assistance Program (DOAP) provides reimbursement for 65% of eligible costs, with the remaining match

funded through municipal contributions, as well as grants from 5310 and 5311 programs. These grant applications were submitted by Kendall County in April.

New Committee Business

A. Approval of Main Street Campus Project Bid Recommendation with a total cost of \$1,034,462

Luke provided an update on the County Office Building renovation project, which is part of the broader campus improvement initiative. During the March 13 Committee of the Whole meeting, Cordogan Clark and Associates presented a design plan to complete the downtown campus enhancements. The proposed improvements include increasing campus parking capacity from 106 to 126 spaces, relocating the existing memorial monuments to a centralized area adjacent to the historic Courthouse, and creating space for new County Board-identified monuments. Additionally, a new campus identification sign is proposed near Route 47. The plan also features a pedestrian-friendly area along the memorial monument pathway, incorporating pavers, light bollards, greenspace, picnic tables, and benches. Landscaping and planter beds will be enhanced adjacent to the Historic Courthouse. A new trash enclosure is planned at the end of Ridge Street, near the County Clerk building, and the existing northwest side parking lot of the Historic Courthouse will undergo asphalt paving and striping improvements.

Documents for this scope of work were received on August 1, 2025. Three bids were submitted for Bid Package 1 – General Trades, and one bid was received for Bid Package 2 – Asphalt, Pavers, and Site Concrete. As indicated in the bid/budget analysis, Cordogan Clark has identified additional cost items for Kendall County's consideration as potential alternates.

1. Alternate #1 – Removal of 3 utility poles
2. Alternate #2 – Monument sign along Route 47
3. Alternate #3 – Decorative Liner for Curbed Retaining Wall
4. Alternate #4 – Asphalt in lieu of permeable pavers along East side of Parking area

Staff is recommending the following alternates to be included in the Contract Awards

1. Alternate #2 - Monument sign along Route 47
2. Alternate #4 - Asphalt in lieu of permeable pavers along the East side of parking area

The monument sign along Route 47 should be installed on IDOT property to ensure optimal visibility. Staff are currently coordinating with IDOT to secure an easement. This alternative will be incorporated into the subcontractor agreements pending IDOT's approval; no funds will be expended until approval is confirmed.

The overall project will include a general contingency to cover additional work managed by Cordogan Clark as necessary to address any unforeseen issues that may arise.

Member DeBolt made a motion to Forward to County Board for approval. Second, by Member Rodriguez. With six (6) members present voting aye, the motion was carried by a vote of 6 -0.

B. FY26 Budget Calendar

The Finance Chair reminded the committee that budget season is approaching and highlighted several important dates. Staff and the Finance Chair will meet with elected officials and department representatives at the end of August to review budget proposals. Additionally, budget hearings are scheduled for September 19 and will take place at the Historic Courthouse.

Old Committee Business – None

Department Head and Elected Officials Reports – None

Chairman’s Report – None

Public Comment –None

Questions from the Media – None

Action Items for County Board

Consent Agenda

- Approval of Claims
- Approval of a Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement
- Approval of a Resolution Authorizing Execution and Amendment of Section 5311 Public Transportation Services Grant Agreement
- Approval of Main Street Campus Project Bid Recommendation with a total cost of \$1,034,462

Executive Session – Member DeBolt made a motion to go into executive session second by Member Wormley. With six (6) members present voting aye, the committee entered into a closed session at 4:26 p.m.

Roll Call to enter executive session

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

Open session reconvened at 4:45 pm.

Adjournment – Member Koukol made a motion to adjourn the meeting, second by Member Rodriguez.
With six (6) members present voting aye, the meeting adjourned at 4:46 p.m.

Respectfully Submitted,
Nancy Villa
Executive Administrative Assistant

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Historic Court House
Court Room
110 W. Madison Street, Yorkville, Illinois
4:00 p.m.
Meeting Minutes of August 14, 2025

CALL TO ORDER

The meeting was called to order by Chairman Wormley at 4:50 p.m.

ROLL CALL

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

Committee Members Absent: Elizabeth Flowers

Also Present: Matthew H. Asselmeier, Director, Wanda A. Rolf, and Dan Gorman

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

Member Koukol made a motion, seconded by Member Rodriguez, to approve the minutes of the June 9, 2025, meeting. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT

None

Expenditure Report

Review of Expenditures from June 2025

The Committee reviewed the Expenditure Report.

Review of Expenditures from July 2025

The Committee reviewed the Expenditure Report.

PETITIONS

Petition 25-04 Daniel J. Gorman on Behalf of USA Energy Independence, LLC (Prospective Buyer) and Stanley L. Zepelak on Behalf of the Lucaya Asset Management, LLC (Current Owner)

Mr. Asselmeier summarized the request.

On July 30, 2025, the Petitioner informed the Department that they wished to amend their site plan to reorient the positioning of the panels.

Since the site plan was not entered into evidence at the Zoning Board of Appeals hearing, Staff recommends that the proposal be referred back to the Zoning Board of Appeals for rehearing. The earliest a rehearing could occur is September 29, 2025.

Daniel J. Gorman, Senior Developer for USA Energy Independence, LLC, spoke about the change of site plan. The solar panels will be placed lower to the ground. The new racking will be seven feet (7') tall instead of the original ten feet (10') tall. Mr. Gorman stated that his company has always used domestic racking, but other companies have not used this type of racking. Other solar companies have switched to domestic racking which is causing a backlog.

Member Koukol asked how many projects the Petitioner is currently working on. Mr. Gorman responded he is working on four (4) at the present time.

Member Rodriguez asked when the project would start. Mr. Gorman stated the project would start in the spring of next year.

Member DeBolt made a motion, seconded by Member Rodriguez, to refer the proposal back the Zoning Board of Appeals.

The votes were as follows:

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

The motion carried.

Assuming proper notification occurs, the proposal will be on the September 29, 2025, Zoning Board of Appeals agenda.

Petition 25-05 Kendall County Zoning Administrator

Mr. Asselmeier summarized the request.

In an effort to reduce the number of paper copies applicants are required to submit for certain zoning actions, Staff proposes the following amendments to the subdivision and *zoning portions of the Kendall County Code:

Section 30-98(c) (Final Plat Submittal)

An application for approval of the final plat, including all engineering drawings and specifications, shall be filed with the Planning, Building, and Zoning Department, and ~~ten (10)~~ **three (3)** copies of the petition shall be filed with the Plat Officer or designee. Attached to each copy shall be copies of the supporting documents and exhibits provided for herein.

Section 30-98(d) (Final Plat Submittal)

Accompanying the copy of the application for approval of the final plat shall be ~~four (4)~~ **three (3)** copies of the final engineering plans and specifications prepared, stamped, and signed by a State-registered professional engineer. Such plans and specifications shall be prepared as specified, and shall be submitted to the Plat Officer within one (1) year after approval of the preliminary plat; otherwise such approval shall become null and void unless application for an extension of time is made to and granted by KCRPC. Such extensions will not require an additional copy of the plat. Engineering plans and specifications must comply with all County ordinances in addition to the design standards in Article IV of this chapter and the improvement standards in Article V of this chapter. Following approval of the final engineering plans, the applicant shall supply the County with a copy of the approved final version in electronic CAD format, NAD 1983 State Plane Illinois East projected coordinate system, as required by the County.

Section 30-197(b)(2) (Standards and Requirements for Restoration, Planting, Maintenance, and Monitoring of Natural Open Space)

~~Five (5)~~ **Three (3)** printed copies and one (1) electronic copy (PDF) of all required submittals shall be provided to the KCPBZ, who shall forward copies to the Director of the County Forest Preserve District, the County Soil and Water Conservation District, and the County Engineer or consultant engineer. Each organization receiving a copy of the plans shall have twenty-one (21) days to provide written comments to the KCPBZ office. The KCPBZ office shall then compile all comments and inform the applicant if the plans are approved, or what changes are needed to receive approval. Within twenty-one (21) days of approval of the landscape/planting plan, the applicant shall provide the KCPBZ office a written cost estimate by a qualified contractor or contractors, including separate estimates for trees, ornamental plantings, and natural areas.

Section 36-155(c)(1) (Final Plan Approval for Residential Planned Developments)

A copy of the petition shall be filed with the PBZ Department, and ~~ten (10)~~ **three (3)** copies of the petition shall be filed with the Director of PBZ or designee. Attached to each copy shall be copies of the supporting documents and exhibits provided for herein.

Section 36-184(1) (Site Plan Approval)

ZPAC. One (1) copy of the complete application, along with ~~eight (8)~~ **three (3)** copies of the site plan, shall be submitted by the property owner or certified agent to the Zoning Administrator at least fourteen (14) days prior to the ZPAC meeting. The purpose of the ZPAC meeting will be to evaluate the completeness of the application and to provide the applicant with feedback/input on the proposed site plan. Prior to the ZPAC meeting, the Zoning Administrator shall distribute copies of the site plan to Committee members. After discussion on a proposed site plan, the ZPAC may approve, deny, or approve with modifications, or request that the applicant revise the plan and return to a future ZPAC meeting for further review.

Information was sent to the Townships on April 23, 2025. To date, no comments have been received.

ZPAC reviewed the proposal at their meeting on May 6, 2025. ZPAC recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed the proposal at their meeting on May 28, 2025. Discussion occurred regarding the application materials and application checklists; these will be reviewed by the Planning, Building and Zoning Committee at a future date. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on this proposal on June 2, 2025. Nobody from the public testified at the public hearing. Discussion occurred regarding the need for three (3) paper copies. The Kendall County Zoning Board of Appeals recommended approval of the proposal by a vote of six (6) in favor and zero (0) in opposition with one (1) Member absent. The minutes of the hearing were provided.

The draft ordinance was provided.

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

The votes were as follows:

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

The motion carried.

The proposal goes to the Kendall County Board on August 19, 2025, on the consent agenda.

Petition 25-06 Kendall County Zoning Administrator

Mr. Asselmeier summarized the request.

In an effort to reduce the number of physical meetings required as part of the development and zoning processes, Staff has been asked to prepare a proposal which would abolish ZPAC as a formal committee of the County and transfer the duties of ZPAC to various Staff members.

A few items to note:

1. The present members of ZPAC and their successors in their respective positions would still receive notification of Petitions and would be allowed to submit comments on the Petitions in the timeframes stated in this proposed text amendment.
2. Since ZPAC would no longer be a formal committee, the Open Meetings Act would no longer apply to the correspondence and gatherings of former ZPAC members as they relate to Planning, Building and Zoning matters.
3. The Planning, Building and Zoning Committee probably would amend the application approval timeline to account for ZPAC not meeting. In such a case, the application deadline for map amendments, text amendments, special use permits, and major amendments to special use permits would be no later than thirty (30) days prior to the Zoning Board of Appeals hearing. For site plan reviews, no specific deadline would exist. For applications for plats of vacations, the deadline would effectively remain unchanged at three (3) weeks prior to the Planning, Building and Zoning Committee meeting.

The redlined proposal was provided.

Information was sent to the Townships on April 23, 2025. To date, no comments have been received.

ZPAC reviewed the proposal at their meeting on May 6, 2025. Discussion occurred regarding the process of reviewing applications, if the proposal was approved. The overall opinion was the proposal would improve efficiency for the various reviewing departments. Petition information would still be emailed. The earliest the proposal could be approved by the County Board is July 15, 2025. There could still be ZPAC meetings in June, July, and August. ZPAC recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed the proposal at their meeting on May 28, 2025. Discussion occurred regarding the importance of maximizing County Staff's time by having one (1) less meeting. Some of the recent ZPAC meetings have been under ten (10) minutes. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals conducted a public hearing on this proposal on June 2, 2025. Nobody from the public testified at the public hearing. The Kendall County Zoning Board of Appeals recommended approval of the proposal by a vote of six (6) in favor and zero (0) in opposition with one (1) Member absent. The minutes of the hearing were provided.

The draft ordinance was provided.

Subdivision Code

Section 30-37 Administration; organization

~~Eight (8)~~ **Seven (7)** offices in the County are concerned with the administration of this chapter. For the purposes of clarity these offices along with their pertinent functions are listed below:

(1) The Plat Officer. There is hereby created the Plat Officer who shall exercise the authority and have the responsibility provided in this chapter. The Plat Officer shall administer the provisions of this chapter and, in addition thereto, and in furtherance of said authority, shall:

- a. Maintain permanent and current records of this chapter, including amendments thereto.
- b. Receive and file all preliminary and final plats.
- c. Forward copies of the preliminary plat to other appropriate agencies for their recommendations and report.
- d. Receive and file all final plats and check their compliance with the preliminary plat.
- e. Make all other determinations required of the Plat Officer by the regulations herein.
- f. Discourage the subdividing of lands that are far in advance of the needs of the development of the County; or which, by their locations, cannot be efficiently served by public utilities, fire protection, or other community services; or which are located in areas subject to flooding, or are topographically unsuitable for development; or which, for any other reason, are being unwisely or prematurely subdivided.

(2) Township Highway Commissioner and County Engineer. The Township Highway Commissioner and County Engineer shall review with Plat Officer all preliminary subdivision plans and make determinations concerning street and drainage design standards and engineering specifications as stipulated herein.

(3) Planning, Building, and Zoning Committee (PBZC). The Planning, Building, and Zoning Committee shall review the preliminary plat and final plat and exercise the authority and have the responsibilities provided in this chapter.

(4) Kendall County Regional Plan Commission (KCRPC). The Kendall County Regional Plan Commission shall review the preliminary plat and exercise the authority and have the responsibilities provided in this chapter.

(5) County Soil and Water Conservation District. The County Soil and Water Conservation District shall review the preliminary plat and exercise the authority and have the responsibilities provided in this chapter.

(6) County Health Department. The County Health Department shall review the preliminary plat and exercise the authority and have the responsibilities provided in this chapter.

~~(7) Zoning and Platting Advisory Committee (ZPAC). The Zoning and Platting Advisory Committee shall review the preliminary plat and exercise the authority and have the responsibilities provided in this chapter.~~

~~(8)~~ (7) Sanitary and/or water reclamation districts. Sanitary and/or water reclamation districts shall review the preliminary plat and exercise the authority and have the responsibilities provided in this chapter.

Section 30-76 Preliminary Plat Procedure

The procedure for preliminary plats shall be as follows:

(1) The applicant shall prepare a preliminary plat, which shall include all of the property to be subdivided, properties that are adjacent and considered to be contiguous to the proposed subdivision, together with improvement plans and other supplementary material as specified.

(2) The applicant shall submit to the Plat Officer this preliminary plat accompanied with a completed application for a preliminary plat of subdivision with the appropriate filing fees.

~~(3) The application will be placed on the agenda for the next regularly scheduled meeting of the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation.~~

~~(4)~~ (3) ~~At the same time, the~~ The Plat Officer and the County Engineer will collaborate with the subdivider in assembling plans for the design and construction of streets, drainage systems and other such improvements as may be required by ordinance.

~~(5)~~ (4) A copy of the application and preliminary plat shall also be submitted, by the applicant, to the plan Commission of the townships in which the proposed subdivision is located and submit to the nearest municipality, if the corporate limits of the municipality are not more than one and one-half (1½) miles from the property lines of the proposed development.

~~(6)~~ (5) The application shall be reviewed by ~~ZPAC~~ County Staff for compliance with the regulations of this chapter and all other ordinances of the County ~~during a regularly scheduled meeting~~ within thirty (30) days of the date of the submittal of the completed application of the preliminary plat.

~~(7)~~ (6) Following ~~a recommendation by ZPAC~~ review by County Staff, the application shall be placed on the agenda of the next regularly scheduled meeting of the Kendall County Regional Plan Commission (KCRPC).

~~(8)~~ (7) The application shall be reviewed by KCRPC for compliance with the regulations of this chapter and all other ordinances of the County within thirty (30) days of ~~the recommendation made by ZPAC~~ receipt of comments from County Staff, provided that all necessary revisions and/or supplemental information requested by ~~ZPAC~~ County Staff has been supplied to the Plat Officer.

~~(9)~~ (8) KCRPC, within a reasonable time after the first discussion of the proposal, shall:

a. Recommend approval or disapproval of the proposed preliminary subdivision plat and record in the official minutes its recommendation, which may include the recommendations of the County Engineer, the County Engineering Consultant, other affected agencies and/or the Plat Officer.

b. If KCRPC finds that changes, additions or corrections are required on the preliminary plat prior to a recommendation being made by KCRPC, KCRPC shall so advise the applicant. The applicant may resubmit the preliminary plat with revisions for its consideration at the next available regular meeting of KCRPC.

~~(10)~~ (9) Upon recommended approval of the preliminary plat by KCRPC, an application for the final plat of subdivision shall be filed within one (1) year, unless otherwise extended per the provisions of this chapter per [Section 30-98](#).

~~(11)~~ (10) The following qualifications shall govern approval of the preliminary plat:

a. Approval of a preliminary plat by KCRPC is tentative only, involving merely the general acceptability of the layout as submitted. Final approval of the preliminary plat shall be granted by the County Board at the time of final plat approval. An applicant may seek approval from KCRPC of the preliminary plat simultaneously with the final plat and/or rezoning petition at the applicant's choosing.

b. KCRPC shall require such changes or revisions as are deemed necessary in the interest of the needs of the County.

c. Approval of the preliminary plat shall be effective for a maximum period of one (1) year, unless upon application of the developer, KCRPC grants an extension. The application for said extension shall not require the submittal of additional copies of the plan of subdivision.

~~(12)~~ (11) The final approval of the preliminary plat is contingent upon payment of all fees for review and approval in accordance with [Section 30-39](#).

Section 30-78 Other Plat (vacation, dedication, etc.) procedure

(e) Upon receiving the complete application and review by the PBZ (Planning, Building and Zoning) staff for compliance with the regulations of this section and all other ordinances of the County the item will be ~~placed on the agenda for the next regularly scheduled meeting of the Zoning, Platting and Advisory Committee (ZPAC)~~ forwarded to appropriate departments for review and recommendation to the Planning, Building and Zoning Committee (PBZC) of the County Board. After ~~the ZPAC meeting review by appropriate departments~~, this item will be placed on the agenda for the next regularly scheduled meeting of the PBZ for review and recommendation to the full County Board.

(f) Upon completion of the review by the PBZC a recommendation shall be made and the minutes of the ~~ZPAC and~~ PBZC meeting containing such recommendations shall be submitted to the full County Board.

Section 30-98 Generally (Final Plats)

(d) Accompanying the copy of the application for approval of the final plat shall be ~~four (4)~~ **three (3)** copies of the final engineering plans and specifications prepared, stamped, and signed by a State-registered professional engineer. Such plans and specifications shall be prepared as specified, and shall be submitted to the Plat Officer within one (1) year after approval of the preliminary plat; otherwise such approval shall become null and void unless application for an extension of time is made to and granted by KCRPC. Such extensions will not require an additional copy of the plat. Engineering plans and specifications must comply with all County ordinances in addition to the design standards in Article IV of this chapter and the improvement standards in Article V of this chapter. Following approval of the final engineering plans, the applicant shall supply the County with a copy of the approved final version in electronic CAD format, NAD 1983 State Plane Illinois East projected coordinate system, as required by the County.

(f) The application will be ~~placed on the agenda of the next Zoning and Platting Advisory Committee (ZPAC) meeting~~ forwarded to other appropriate departments for review and comment.

(g) The application shall be reviewed by ~~ZPAC County Staff~~ within thirty (30) days of the date of the complete original submission of the final plat. ~~A recommendation shall be made by ZPAC and the minutes of ZPAC meeting containing such a recommendation~~ **Comments from County Staff** shall be submitted to KCRPC for review and recommendation.

(h) Following ~~a recommendation by ZPAC~~ **comments from County Staff**, the application shall be placed on the agenda for the next regular meeting of KCRPC.

(i) The application shall be reviewed by KCRPC within sixty (60) days of ~~ZPAC recommendation receipt of comments from County Staff by the Plat Officer~~ provided any necessary revisions or supplemental information requested by ~~ZPAC County Staff~~ have been supplied prior to KCRPC meeting.

Section 30-135 Blocks

(c) Pedestrian crosswalks not less than ten (10) feet wide shall be required where deemed necessary by the ~~Zoning and Platting Advisory Committee~~ **County Staff** to provide for pedestrian circulation or access to schools, playgrounds, shopping centers, transportation and other community facilities.

Zoning Code

Section 36-2 Definitions

~~Zoning and Platting Advisory Committee (ZPAC) means an informal, strictly advisory committee and not a County Board committee comprised primarily of County staff and advisors. Membership includes, but is not limited to, representatives from the County PBZ Department, the Highway Department, the Health Department, the Sheriff's De-~~

~~partment, Forest Preserve District, Soil and Water Conservation District, and the County Engineer or consultants. The PBZ Chairman or designee, as needed, from the Planning, Building and Zoning (PBZ) Committee shall serve on ZPAC.~~

Section 36-35 (b) Zoning Administrator Powers and Duties

(5) Receive, file and forward applications for zoning map and text amendments, special uses, variances, planned developments and other matters which under this chapter require referral to the Regional Planning Commission, the ZBA, ~~the ZPAC~~, the PBZ Committee, or the full County Board.

Section 36-36 County Regional Planning Commission Duties

(1) To receive from the Zoning Administrator copies of all applications for amendments and special use permits along with the ~~Committee report from the ZPAC and report thereon with its recommendations~~ comments and recommendations of other appropriate departments.

Section 36-42 (c) Amendments

(2) A copy of such application shall thereafter be forwarded to ~~the ZPAC County Staff~~, the Regional Planning Commission and to the County ZBA with a request to hold a public hearing and submit to the County Board a report of its findings and recommendations.

Section 36-112 (Processing Special Use and Planned Developments)

a) An application for a special use shall be filed with the Zoning Administrator.

~~(b) A copy of such application shall be forwarded to the ZPAC for review, comment, and recommendation.~~

~~(c)~~ (b) A copy of such application ~~and the Committee report from the ZPAC~~ shall thereafter be forwarded to the Regional Planning Commission for review, comment, and recommendation.

~~(d)~~ (c) A copy of such application and the ~~reports~~ report from the ~~ZPAC and~~ Regional Planning Commission shall thereafter be forwarded to the ZBA with a request to hold a public hearing and submit to the County Board a report of its findings and recommendations.

~~(e)~~ (d) The recommendation and findings of the ZBA shall be forwarded to the PBZ Committee of the County Board for review and recommendation prior to final action by the County Board.

Section 36-125 (c) Planned Developments

(2) The applicant shall request a concept review of the planned development/special use, by letter addressed to the Secretary of the Regional Planning Commission, to be ~~placed on the agenda of ZPAC reviewed by County Staff~~ and the next regular meeting of the Regional Planning Commission for a preliminary discussion and concept review of

the proposed planned development at such meeting, which may be continued from time to time. The applicant shall present such exhibits and written information as may be necessary to fully acquaint the Regional Planning Commission with the proposed development, which shall include, but not necessarily be limited to, the following:

- a. A tentative sketch plan, which may be in freehand sketch form, showing the location and extent of the types of land uses proposed.
- b. The existing topography at five (5) foot contour intervals which may be taken from USGS information.
- c. Existing streets surrounding the subject property.
- d. Existing utilities, including storm drainage facilities.
- e. The following shall be provided by either graphic exhibits or written statement:
 1. The density of commercial uses, including maximum lot coverage and building height.
 2. The off-street parking and other service facilities proposed.
 3. The exception or variations to the County zoning or subdivision requirements being requested as part of the planned development application.

(4)

a. The formal petition for a planned development shall be filed with the Zoning Administrator. The Zoning Administrator or deputies shall be responsible for distributing the complete application to the following at the appropriate time:

~~1. ZPAC.~~

~~2. 1. Members of the Regional Planning Commission.~~

~~3. 2. ZBA.~~

~~4. 3. The County Board.~~

Section 36-154 (c) Preliminary Site Plan/Plat Approval

(1) The applicant shall request the preliminary plan/plat approval in addition to a petition for a zoning map amendment, by letter addressed to the PBZ or designee, ~~to be placed on the agenda of the next regular meeting of the ZPAC for a preliminary discussion of the proposed planned development. The applicant shall present such exhibits and written information as may be necessary to fully acquaint the ZPAC with the proposed development.~~

(4) The petition shall be reviewed by ~~the ZPAC~~ County Staff within thirty (30) days of the date of the complete original submission of the final plan, and a recommendation shall be made, accompanied by such plats, exhibits and supporting documents as shall have been presented by the petitioner, each identified for reference by letter or number, to-

gether with any suggested changes therein. The director or staff shall submit ~~minutes of the ZPAC meeting applicable documents~~ containing such recommendation ~~shall be submitted~~ to the Regional Planning Commission for review and recommendation, along with any written correspondence received from any municipality or township.

(5) The petition shall be heard by the Regional Planning Commission within sixty (60) days of ~~the ZPAC meeting receipt of comments from County Staff~~ provided any necessary revisions or supplemental information requested by ~~ZPAC have County Staff have~~ been supplied at least thirty (30) days in advance of the Regional Planning Commission meeting. Upon completion of their review of the preliminary plan or plat, a recommendation shall be made, accompanied by such plats, exhibits and supporting documents as shall have been presented by the petitioner, each identified for reference by letter or number, together with any suggested changes therein. The minutes of the Regional Planning Commission meeting containing such recommendation shall be submitted to the ZBA, along with any written correspondence received from any municipality or township.

Section 36-155 (c) Final Plat Approval

(4) The petition will be ~~placed on the agenda of the next regular meeting of the ZPAC for a preliminary discussion of the proposed planned development. The applicant shall present such exhibits and written information as may be necessary to fully acquaint the ZPAC with the final plat for the proposed development. forwarded to other appropriate departments for review and comment.~~

(5) The petition shall be reviewed by ~~the ZPAC County Staff~~ within thirty (30) days of the date of the complete original submission of the final plan, and a recommendation shall be made, accompanied by such plats, exhibits and supporting documents as shall have been presented by the petitioner, each identified for reference by letter or number, together with any suggested changes therein. The ~~minutes of the ZPAC meeting comments of County Staff~~ containing such recommendation shall be submitted to the Regional Planning Commission for review and recommendation, along with any written correspondence received from any municipality or township.

(6) The petition shall be reviewed by the Regional Planning Commission within sixty (60) days of the ~~date of the ZPAC meeting receipt of comments from County Staff by the Plat Officer~~ provided any necessary revisions or supplemental information requested by ~~ZPAC have County Staff has~~ been supplied at least thirty (30) days in advance the Regional Planning Commission meeting. Upon completion of their review of the final plat, a recommendation shall be made, accompanied by such plats, exhibits and agreements as shall have been presented by the petitioner, each identified for reference by letter or number, together with any suggested changes therein. The minutes of the Regional Planning Commission meeting containing such recommendation shall be submitted to the PBZ Committee of the County Board for review and recommendation to the County Board.

Section 36-182 (2) (d) Site Design Standards

Traffic studies may be required by the **ZPAC County Staff** or the PBZ Committee. Such traffic studies should address:

1. Projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels;
2. Projected traffic flow patterns, including vehicular movements at all major intersections likely to be affected by the proposed use of the site.

Existing and proposed daily and peak hour traffic levels as well as road capacity levels shall also be provided.

Section 36-183 (b) Filing (for Site Plan Approval)

(b) Filing. Petitions for site plan review shall be filed in writing with the Zoning Administrator and shall be accompanied by such documents and information as the **ZPAC County Staff** or the PBZ Committee may require. Such documents and information shall include, but are not limited to, the following:

- (1) Completed petition for site plan review in a format developed by the County;
- (2) Application fee;
- (3) Generalized location map;
- (4) Plats and drawings depicting compliance with the aforementioned site design standards.

Section 36-184 Procedure (Site Plan Approval)

A written application for site plan review shall be submitted to the PBZ Department, which will schedule the item for review. Consultation with the appropriate County staff and consultants is encouraged throughout this process to ensure a minimum delay. If requested by the applicant, the County will review applications for site plan review concurrently with separate requests for rezoning or platting. The review process will include the following:

- (1) **ZPAC. Zoning Administrator.** One (1) copy of the complete application, along with ~~eight (8)~~ **three (3)** copies of the site plan, shall be submitted by the property owner or certified agent to the Zoning Administrator. ~~at least fourteen (14) days prior to the ZPAC meeting. The purpose of the ZPAC meeting will be to evaluate the completeness of the application and to provide the applicant with feedback/input on the proposed site plan. Prior to the ZPAC meeting, the Zoning Administrator shall distribute copies of the site plan to Committee members. After discussion on a proposed site plan, the ZPAC may approve, deny, or approve with modifications, or request that the applicant revise the plan and return to a future ZPAC meeting for further review. Upon submittal of a complete application, the Zoning Administrator shall forward the application~~

and other relevant material to appropriate departments for review and comment. The appropriate departments will be given fourteen (14) days from the date that the Zoning Administrator submitted documents to them to submit comments to the Zoning Administrator. If all applicable regulations have been addressed, the Zoning Administrator shall approve the site plan. If changes are required to bring the site plan into compliance, the Zoning Administrator shall inform the applicant of the required changes and give the applicant an opportunity to amend the site plan. If the applicant fails to bring the site plan into compliance with applicable regulations, the site plan application will be denied.

(2) PBZ Committee. Site plan decisions by ~~ZPAC~~ the Zoning Administrator may be appealed to the PBZ Committee.

Member DeBolt asked why the members of ZPAC are relinquishing their commission. Mr. Asselmeier answered that most of the members of ZPAC are employees of the County or organizations associated with the County. It is easier for the members to receive materials electronically and submit their comments directly to Mr. Asselmeier, instead of having a meeting.

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

The votes were as follows:

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

The motion carried.

The proposal goes to the Kendall County Board on August 19, 2025, on the consent agenda.

Petition 25-07 Brock VanAsdlen

Mr. Asselmeier summarized the request.

On May 9, 1989, the Kendall County Board granted a special use permit for an agricultural heliport at the subject property. Ordinance 1989-13 was provided.

Condition 1 of the special use permit stated the special use permit would terminate if the State rescinded the permit at the property.

On July 15, 2025, the Petitioner submitted a request for voluntary revocation of the special use permit. This request is attached to the draft revocation ordinance.

The draft revocation ordinance was provided.

The subject property is zoned A-1. If the special use permit is revoked, the property will retain its A-1 zoning classification.

Member Koukol asked if there would be a problem if the property owner kept the special use permit. Mr. Asselmeier answered that it would be a question regarding their taxes. In this case, the property owner voluntarily gave permission to revoke the special use permit.

Member Rodriguez asked how PBZ knew these property owners were not utilizing their special use permit. Mr. Asselmeier stated that if the special use permit was not used for two (2) years the County Board can revoke the special use permit. Mr. Asselmeier noted that the Department's Summer Intern examine site plans of special use permits against the County's aeriels.

Some property owners opted to keep their special use permits.

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

The votes were as follows:

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

Nays (0): None

Abstain (0): None

Absent (1): Flowers

The motion carried.

The proposal goes to the Kendall County Board on August 19, 2025, on the consent agenda.

Petition 25-11 Nancy Updike

Mr. Asselmeier summarized the request.

On July 14, 1981, the Kendall County Board granted a special use permit for a private landing strip at the subject property. Ordinance 1981-06 was provided.

On July 24, 2025, the Petitioner submitted a request for voluntary revocation of the special use permit. This request is included with the draft revocation ordinance.

The draft revocation ordinance was provided.

The subject property is zoned A-1. If the special use permit is revoked, the property will retain its A-1 zoning classification.

Member DeBolt made a motion, seconded by Member Koukol, to recommend approval of the revocation.

The votes were as follows:

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

The motion carried.

The proposal goes to the Kendall County Board on August 19, 2025, on the consent agenda.

NEW BUSINESS:

Approval of a Community Benefit Agreement Between USA Energy Independence 1, LLC and the County of Kendall, Illinois

Mr. Asselmeier summarized the request.

This proposal requires the developer of the solar project between 9417 and 9221 Cornells Road to pay the County to offset the loss of property tax revenue caused by the development of a solar farm instead of other uses on the subject property.

The developer shall pay the County Fifteen Thousand Dollars (\$15,000), the equivalent of approximately Three Thousand Dollars (\$3,000) per megawatt, annually. The payment shall increase five percent (5%) every five (5) years.

The first payment is due within thirty (30) days after the project achieves commercial operations and subsequent payments are due by the anniversary of the first payment or on a mutual agreed date.

This proposal has the same terms as the Community Benefit Agreement for the solar project in the 10000 Block of Ament Road.

The proposal was provided.

Member DeBolt asked how many acres are on the property. Mr. Asselmeier responded that the property is thirty-seven (37) acres and the fenced in area with the solar panels will be twenty (20) acres.

Member DeBolt made a motion, seconded by Member Koukol, to recommend approval of the proposal.

The votes were as follows:

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

The motion carried.

The proposal goes to the Kendall County Board on August 19, 2025, on the consent agenda.

Approval of Updated Zoning Application Calendars for 2025

Mr. Asselmeier summarized the request.

With the pending passage of text amendments abolishing ZPAC (Petition 25-06), the application calendars for preliminary plats, final plats, RPD concept plans, RPD preliminary plats, RPD final plats, other plats, text amendments, map amendments, special use permits, and major amendments to special use permits needed to be amended to reflect the removal of ZPAC as a formal meeting.

The application calendar for site plans was abolished because ZPAC was the only committee that met to review the applications.

The proposed calendars were presented.

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

The votes were as follows:

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

Nays (0): None

Abstain (0): None

Absent (1): Flowers

The motion carried.

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

Mr. Asselmeier summarized the request.

Teska Associates, Inc. has been Kendall County's Planning Consultant for the last twenty plus (20+) years. They served the County when the Senior Planner/Director position was vacant and/or in a backup capacity.

The proposed contract would continue this practice for the next year. Teska Associates, Inc. would answer general zoning questions and provide staff for various committees in the absence of the Planning, Building and Zoning Director. The contract would be valid for one (1) year. Teska Associates, Inc. would bill the County on a bi-weekly basis when services are rendered.

The changes from the 2024-2025 contract are as follows:

1. In the first paragraph, the County's address is updated to 807 W. John Street.
2. In Item C, the pay rate for an Associate increased from One Hundred Fifteen Dollars (\$115) per hour to One Hundred Twenty Dollars (\$120) per hour.
3. In Attachment A, ZPAC is removed from the list of meetings in Number 2.

This proposal is different and separate than the contract that the County has with Teska Associates, Inc. to update the County' Comprehensive Plan.

As noted in Item B, Mike Hoffman is the assigned Staff member from Teska Associates, Inc. If Mike is unavailable, the contract would need to be amended.

The proposed contract was provided.

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

The votes were as follows:

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

The motion carried.

The proposal goes to the Kendall County Board on August 19, 2025, on the consent agenda.

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

Mr. Asselmeier summarized the request.

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

On July 1, 2025, the property owner, Michael Isadore, submitted a request to renew the special use permit.

On July 29, 2025, Staff emailed the Health Department and Sheriff's Department asking they had any objections to this renewal. To date, no objections have been received.

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

The votes were as follows:

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

The motion carried.

NPDES Survey Results

Mr. Asselmeier summarized the results.

The County sent the NPDES survey to the townships at the end of June. 2025 was the seven (7th) time the County sent the survey.

Five townships responded this year compared to seven (7) townships in 2024 and four (4) townships in 2023, 2022, 2021, and 2020, and five (5) townships in 2019. Big Grove Township responded for the first time since 2020. Na-Au-Say Township responded for the first time since 2021. This was the first time that Oswego Township did not respond. Lisbon Township responded every year.

The topic of how to properly store and dispose common household products remained the most popular topics for increased learning among four (4) townships. However, this topic was the least popular topic in one (1) township. Incorporating green infrastructure was the topic of middle interest for three (3) townships; this topic historically has been the topic of middle interest. Composting was the topic of least interest for the three (3) other townships.

The Townships generally do not use the stormwater information on the County's website; this has been historically the case.

Five (5) townships felt that the quality of surface water was important to the residents of their township. Five (5) townships also felt that protecting the quality of surface water was important to their agency's work.

Over the years, respondents have not utilized volunteer information on the County's website and that remained true in 2025.

Respondents were least interested in river clean-ups and most interested in electronics recycling; this has been historically the case.

There were no illicit discharges in any of the responding townships.

The majority of respondents would like the County to perform more visual inspections and perform more grab samples downstream when illicit discharges occur. The Townships have historically responded the same way to this question.

Townships historically felt that the County does an adequate job of inspecting soil erosion and sediment control at construction sites and this remained true with in the 2025 survey with four (4) townships agreeing with this statement.

2025 was the second year with the question regarding good housekeeping. Only three (3) townships felt that they had a clear understanding of good housekeeping compared to one (1) township in 2023 and the County offered a training on the topic in 2024. Only one (1) township said they attended the training and four (4) townships said the training should be repeated.

2023 was the first year where the majority of responding townships felt the County was taking the necessary steps to reduce flooding and this trend continued in 2024 and 2025. Lisbon and Seward responded no to this question in 2024, but said yes in 2025. Na-Au-Say Township responded no to the flooding question.

The survey composite and comparison of the previous survey responses were provided.

The committee reviewed the NPDES survey results.

Discussion of Short-Term Rental Regulations; Committee Could Initiate Text Amendments to the Kendall County Code Related to Short-Term Rental Regulations

Mr. Asselmeier summarized the request.

The County Board approved the existing short-term rental regulations as part of the Zoning Ordinance Update Project in 2020 (Ordinance 2020-17).

The regulations are as follows:

Section 36-2 Definitions:

“Short-term rental means a one (1) family dwelling, two (2) family dwelling, or accessory structure with residentially allowed occupancy permits that are rented for a maximum thirty (30) days.”

Section 36-971 (a) (15) Accessory buildings, uses, and structures:

“Short-term rental provided the property is annually registered with the County Planning, Building and Zoning Department.”

There has been internal discussion about amending these regulations, including setting a maximum number of occupants at sixteen (16), clarifying revocation requirements, creating a penalty period where the property cannot obtain renewal, and requiring a pre-application meeting with various County departments. In addition, there has been discussion that the Department create an informational packet for prospective short-term rental property owners and add short-term rentals to the list of categories for Health Department site evaluations.

As of July 31, 2025, there are thirteen (13) short-term rentals registered with the County. None of the registered properties have a maximum occupancy greater than sixteen (16). The number of registered properties does not include the two (2) properties that have special use permits to be bed and breakfast establishments.

Member Koukol asked if the proposals were made from the Staff. Mr. Asselmeier responded that they were from internal discussions to obtain clarity on the short-term rentals who may not be following the rules.

Member Koukol asked how many short-term rentals the County currently has. Mr. Asselmeier stated there were thirteen (13) short term rentals registered with the County.

Member Koukol asked what types of complaints are made. Mr. Asselmeier stated that the biggest complaints were parking, noise, and the owners of the short-term rentals that are registered with the County would like to make sure their competitors are registered and properly inspected.

Member DeBolt asked about the short-term rental on Corneils Road. Mr. Asselmeier stated that that application stated there are nine (9) bedrooms but the septic system was designed for five (5) bedrooms.

Member DeBolt asked what the next step would be. Mr. Asselmeier stated the Department is gathering evidence that the owner is advertising the property as a short-term rental. Member DeBolt asked what the fines were. Mr. Asselmeier responded that the fine is Five Hundred Dollars (\$500) per week until it is resolved.

Chairman Wormley wanted to encourage all neighbors to attend meetings. Member DeBolt would like PBZ to issue certified letters to the neighbors of the short-term rentals notifying them of upcoming meetings.

The committee would like to initiate a plan for short term rentals. Mr. Asselmeier will contact other municipalities in the area that have short term rentals and discuss the regulations they have in place.

Member DeBolt made a motion, seconded by Member Rodriguez to recommend the initiation of a text amendment related to short-term rental regulations.

The votes were as follows:

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

The motion carried.

Staff will work with Chairman Wormley on the final language of the proposal and bring the proposal back to the Committee if there are significant changes before running the proposal through the process. If there are no significant changes from what was discussed, the proposal will go through the process.

OLD BUSINESS:

Update on the Comprehensive Plan Update Project

Mr. Asselmeier reported that all of the workshops have been completed and the deadline to submit surveys online is August 17, 2025.

Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township; Committee Could Approve the Issuance of a Citation

Mr. Asselmeier stated that, after two (2) months of waiting the on the update of the stormwater permit application, the County informed the property owner that a citation is pending. The Petitioner's engineer submitted the paperwork to IDNR and are working on resolving the issues they had with their application.

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

Mr. Asselmeier stated there are no updates at this time. The state and the federal government are reviewing the proposal.

REVIEW PRE-VIOLATION AND VIOLATION REPORT:

The Committee reviewed the report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION:

Mr. Asselmeier reported that approximately twenty (25) people attended the meeting. The meeting was held at the Ellis House and Equestrian Center. Mr. Asselmeier stated Dave Guritz spoke about the history of the Ellis House. Ken Itle did a presentation on the historic structure surveys in Na-Au-Say and Seward Townships and how to landmark cemeteries. Members from other organizations spoke about the projects they were currently working on.

REVIEW PERMIT REPORTS FROM JUNE AND JULY:

The Committee reviewed the reports.

REVIEW REVENUE REPORT:

The Committee reviewed the report.

CORRESPONDENCE

June 11, 2025, Email from Alyse Olson from the Kendall County Soil and Water Conservation District Pertaining to NRI Application Form and Fees

The Committee reviewed the email. Their fees have increased and the County will be updating the application packets.

COMMENTS FROM THE PRESS:

One (1) of the members of the press asked about the number of people allowed in the short-term rentals. Mr. Asselmeier responded that there is no limit at this time. The way it's handled is if a property is on well and septic, the septic system was designed for a certain capacity and the County relies on that number to determine what is allowable. Mr. Asselmeier stated the County does not have a property maintenance code.

Mr. Asselmeier stated he will draft a text amendment and give it to Chairman Wormley to see if it's satisfactory.

EXECUTIVE SESSION

None

ADJOURNMENT:

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

Chairman Wormley adjourned the meeting at 5:59 p.m.

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

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 September 8, 2025 – Unofficial until Approved

CALL TO ORDER

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

ROLL CALL

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

Committee Members Absent: None

Also Present: Matthew H. Asselmeier, Director, Wanda A. Rolf, Claire Wilson, Fran Miller, Jordan Quezada, Irma Quezada, Jo Beth Larkin, Dan Larkin

APPROVAL OF AGENDA

Member Flowers 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 DeBolt made a motion, seconded by Member Flowers, to approve the minutes of the August 14, 2025, meeting. With a voice vote of five (5) ayes, the motion carried.

PUBLIC COMMENT

Claire Wilson, Attorney for the Petitioner, spoke about Petitions 25-09 and 25-10. The Petitioner wishes to rezone the northerly property to R-1 at 14874 Brisbin Road, Minooka in order to build a house. The Petitioner wishes to rezone the southerly property to R-1 at 14918 Brisbin Road, Minooka in order to build a house. Ms. Wilson stated that both Petitions were approved by the Seward Township Board of Trustees. She also mentioned that the Zoning Board of Appeals ZBA approved Petition 25-09 and denied Petition 25-10. The reason being drainage and field tiles.

In 2022, the Quezada's requested to rezone the portions of the properties to R-1 in order to build two (2) houses.

The Petitioner would like to rezone the subject areas in order to build two (2) more homes.

Member Rodriguez requested information on the LaSalle factors.

Expenditure Report

Review of Expenditures from the Previous Month

The Committee reviewed the Expenditure Report.

Quarterly Expenditure Update

The Committee reviewed the fiscal year to date information and the Escrow Report.

PETITIONS

Petitions 25-09 and 25-10 Irma Loya Quezada

Mr. Asselmeier summarized the requests.

The Petitioner is requesting a map amendment rezoning approximately three point two (3.2) acres of the northwest corner of 14874 Brisbin Road, Minooka from A-1 Agricultural District to R-1 One Family Residential District in order to construct one (1) house. The Petitioner is also requesting a map amendment rezoning approximately three point two (3.2) acres of the southwest corner of 14918 Brisbin Road, Minooka from A-1 Agricultural District to R-1 One Family Residential District in order to construct one (1) house.

The Petitioner plans to use Plat Act exemptions to divide the larger parcel.

The agricultural building permits for the parcels were used in 2003 and 2004. The only way houses can be constructed on the subject parcels is by obtaining the requested map amendment.

The southwest corner of the northern parcel was rezoned to R-1 in 2022 by Ordinance 2022-15 and the northwest corner of the southern parcel was also rezoned to R-1 in 2022 by Ordinance 2022-15.

The application materials, plat of survey, and Ordinance 2022-15 were provided.

The northern property is approximately ten point three-seven more or less (10.37 +/-) acres total with approximately three-point two plus or minus (3.2 +/-) acres proposed for rezoning. The southern property is approximately ten point four-two plus or minus (10.42 +/-) acres total with approximately three-point two plus or minus (3.2 +/-) acres proposed for rezoning.

The existing land use for the northern parcel is Agricultural. The existing land use for the southern parcel is Agricultural and Single-Family Residential.

The future land use is Rural Estate Residential (Max 0.45 Du/Acre).

Brisbin Road is a Township maintained Major Collector.

There are no trails planned for the area.

There are no floodplains or wetlands on the property.

The adjacent land uses are Agricultural, Farmstead, Single-Family Residential, and Hogan's Market.

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

The County's land plan calls for the area to be Agricultural and Rural Estate Residential. The Village of Plattville's plan calls for the area to be Low Density Residential.

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

The A-1 special use to the west is for the sale of agricultural products, art, pottery, and home décor not produced on the premises (Hogan's Market).

EcoCat submitted on July 22, 2025, and consultation was terminated.

NRI application submitted as part of the rezoning request in 2022. The LESA Score was 199 indicating a low level of protection. The NRI Summary Report was provided.

Seward Township was emailed information on July 24, 2025. The Seward Township Planning Commission met on August 5, 2025, and recommended denial of the proposal by a vote of three (3) against the proposal and one (1) in favor of the proposal. The reasons for denial were as follows: The same family rezoned their original ten (10) acres three (3) years ago to allow for two (2) residential homes and now they are re-zoning once again on the two (2) remaining properties. Row after row of houses rezoned to residential along rural roads was not the intention of the residential plan put in place by the county in the Comprehensive Plan and Seward Township approved a new Comprehensive Plan that shows the area as Agricultural and not Residential. An email with this information was provided.

The Seward Township Board met on August 12, 2025, reviewed the proposal on August 12, 2025, and recommended approval by a vote of three (3) in favor and two (2) in opposition upon recommendation by their attorney. The minutes of the meeting were provided.

The Village of Plattville was emailed information on July 24, 2025. No comments received.

The Lisbon-Seward Fire Protection District was emailed information on July 24, 2025. No comments received.

ZPAC reviewed this proposal at their meeting on August 6, 2025. Discussion occurred regarding the conflict between the Seward Township Plan and the County Land Resource Management Plan. ZPAC voted to forward the proposal by a vote of six (6) in favor and zero (0) in opposition with four (4) members absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on August 27, 2025. Three (3) residents discussed drainage in the area on the subject property, in particular. Discussion occurred regarding zoning and the buildability of property. Discussion occurred regarding traffic and the increased number of driveways on Brisbin Road. Discussion occurred regarding the difference between the County's plan and Seward Township's plan and the care taken to plan in the area. Discussion occurred regarding Seward Township assisting the County financially if a lawsuit arose from denying the request. Discussion occurred about spot zoning and incorporating primary and secondary growth areas in the County's new Comprehensive Plan. One (1) neighbor stated that she did not receive notice of the request; this will be investigated. The Kendall County Regional Planning Commission voted to forward the proposal to the Zoning Board of Appeals by a vote of five (5) in favor, four (4) in opposition and one (1) abstention. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on this proposal on September 2, 2025. Discussion occurred regarding the forty (40) acre rule and Plat Act exemptions. Scott Cryder, Seward Township Highway Commissioner, discussed the drainage of the area and drain tile that runs through the southern parcel proposed for rezoning. Discussion occurred regarding zoning and buildability. Discussion also occurred about relocating drain tile. Fran Miller, Seward Township Trustee, noted that the Seward Township Planning Commission and Seward Township Board recommended denial of the original rezoning request in 2022. She noted that Seward Township's Plan calls for the area to be agricultural. She discussed if the Quezadas were aware when they purchased the property that no permits were available. She asked if inspections would occur as part of the building process. As R-1 properties, building inspections would occur. The Health Department would inspect the septic systems. Ms. Miller quoted the Petitioner's response from 2022 regarding drainage and the best areas to rezone to R-1; drainage was the reason only the original portions of the properties were rezoned in R-1. Jo Beth Larkin noted that one (1) of the findings of fact was that the proposal must be in the public's interest and not solely in the interest of the Petitioner. She discussed the importance of the water situation in the area. She questioned if the back portions of the properties could be rezoned to R-1. Discussion occurred regarding access and frontage requirements. Don Larkin discussed the drainage through the northern parcel. Dan Larkin also discussed drainage and the difficulties of re-routing tile. The Petitioner's husband discussed how they currently handle drainage. The Petitioner's Attorney provided a letter from 2022 from HD Backhoe Service regarding drain tile. The Petitioner's Attorney also provided a plat of survey showing the locations of future houses. Aaron White felt that more attention should be paid regarding the water issue from a proactive standpoint instead of a reactive standpoint. Discussion occurred regarding the building permit review process. The Zoning Board of Appeals recommended approval of Petition 25-09 by a vote of four (4) in favor and one (1) in opposition; two (2) members were absent. Member Cherry voted no because of the drainage issues. The Zoning Board of Appeals recommended denial of Petition 25-10 by a vote of three (3) in favor and two (2) in opposition; two (2) members were absent. Four (4) positive votes are required to rule in favor

of the applicant. Member Cherry voted no because of the drainage issues. Chairman Mohr also voted no on the drainage issues and he was against having houses on three (3) acre lots in this area. The minutes of hearing were provided.

The Petitioner desires to rezone the subject property in order to build one (1) house.

Any new homes or accessory structures would be required to meet applicable building codes.

No public or private utilities are onsite.

The properties front Brisbin Road. Staff has no concerns regarding the ability of Brisbin Road to support the proposed map amendment.

Any new driveways constructed would be for residential purposes. Any new driveways would have to meet applicable regulations and secure proper permits.
No new odors are foreseen.

Any new lighting would be for residential use only.

Any fencing, landscaping, or screening would be for residential purposes.

Any signage would be residential in nature.

No noise is anticipated.

Any new homes would have to be constructed per the Kendall County Code.

The Findings of Fact for Petition 25-09 were as follows:

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

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned R-1, A-1, or A-1 SU for the sale of agricultural products, art, pottery, and home décor not produced on the premises.

The suitability of the property in question for the uses permitted under the existing zoning classification. The property is presently mostly zoned A-1 with the southwest corner zoned R-1. The agricultural housing allocations for the subject property have already been used and no new single-family homes can be constructed on the subject property without a map amendment and division of the property.

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

considered the lowest classification. The trend of development in the area is a mix of agricultural and single-family residential uses found in rural settings.

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Future Land Use Map in the Land Resource Management Plan classifies this property as Rural Estate Residential. The R-1 One Family Residential District is consistent with the Rural Estate Residential classification.

The Findings of Fact for Petition 25-10 were as follows; Member Cherry dissented:

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

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned R-1, A-1, or A-1 SU for the sale of agricultural products, art, pottery, and home décor not produced on the premises.

The suitability of the property in question for the uses permitted under the existing zoning classification. The property is presently mostly zoned A-1 with the northwest corner zoned R-1. The agricultural housing allocations for the subject property have already been used and no new single-family homes can be constructed on the subject property without a map amendment and division of the property.

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

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Future Land Use Map in the Land Resource Management Plan classifies this property as Rural Estate Residential. The R-1 One Family Residential District is consistent with the Rural Estate Residential classification.

Staff recommended approval of the proposed map amendments because the proposals are consistent with the Land Resource Management Plan.

The draft ordinances were provided.

Member Flowers asked if the Petitioners already had two (2) parcels zoned R-1. Mr. Asselmeier stated that the Petitioner has portions of two (2) parcels zoned R-1 and one (1) house was built on one (1) of the parcels.

Member Koukol stated he recalled when the Petitioner requested the R-1 zoning in 2022. He approved it because it was more tax revenue for the county.

Member Koukol asked where the drain tile was located on the image and in which parcel. Mr. Asselmeier presented the image of the southerly parcel that showed the drain tile, which is petition 25-10. Member Koukol asked where the flow of water goes. Mr. Asselmeier stated it goes through the northwest cutting into the southeast. The area is proposed to be rezoned.

Member Koukol asked if the Petitioner live in the house. Ms. Wilson said yes.

Discussion occurred about approving the property on the northerly parcel 25-09 and denial of the southerly parcel 25-10.

Member DeBolt asked if there were any utilities on the property. Mr. Asselmeier stated there were utilities where the house was located.

Member Koukol made a motion, seconded by Member DeBolt, to recommend approval of Petition 25-09.

The votes were as follows:

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

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

The proposal goes to the Kendall County Board on September 16, 2025, on the regular agenda.

Mr. Asselmeier spoke about Petition 25-10. This property already has a house on it. The Zoning Board of Appeals recommended denial of this proposal. Three (3) members were in favor two (2) were in opposition and two (2) were absent. Four (4) positive votes were required to rule in favor of the applicant. Member Cherry voted no because of drainage. Member Mohr voted no because of drainage and was not in favor of having three (3) acre lots in the area.

Member DeBolt asked how big the drainage tile was. Mr. Asselmeier stated it was approximately fifteen inches (15") maximum, based on information from the neighbors.

Mr. Quezada stated the drain tile was six to twelve inches (6"-12"). Member DeBolt stated that if the current residents wanted to sell their property and a contractor came and wanted to build on a buildable lot, they may damage the drain tile. Member DeBolt has seen it happen before where builders come in and cut the drain tile and the

neighboring residents feel the repercussions. He stated the drain tile is a major field tile that many farmers tie into and depend on it to work properly.

Member Koukol asked if there were any comments from Seward Township. Fran Miller who is one of the trustees stated she was in her position since May. She doesn't have intimate knowledge of what happened in 2022. The Seward Township Planning Commission voted three (3) to one (1) in opposition. Ms. Miller stated the township board voted to approve it after the township attorney mentioned the LaSalle Factors. Member Wormley stated it was a split vote.

Member Koukol asked if there was an ordinance that states someone can or cannot plant a willow tree. Ms. Miller stated that she is not aware of any.

Member DeBolt asked Ms. Miller what the main concern was for voting in opposition. Ms. Miller responded that drainage was one (1) of the reasons, also that the owners requested a zoning change in 2022, and three (3) years later are asking for another zoning change. Seward Township's Plan calls for the property to be A-1. Ms. Miller stated there was a disconnect between the Township and the County.

Member DeBolt stated there were other properties in the area that have buildable lots and it can be a benefit because of the tax revenue. In this case Member DeBolt will vote in opposition to Petition 25-10 because of the drainage.

Member Rodriguez stated he will vote in opposition to Petition 25-10 because of the drainage.

Ms. Wilson stated that it would be foolish for anyone to build or interfere with the field tile. Ms. Wilson stated that the Petitioner will have acquire a building permit. The current Petition is not to build on the property, it is to rezone the property to R-1.

Member Rodriguez asked if the Petitioner had approval on one (1) house or more. Mr. Asselmeier stated that the approval was for two (2) houses. Member Rodriguez stated it was hard to approve the southerly lot.

Chairman Wormley, asked if the two (2) parcels were approved how would the owner get access to the agricultural section of the lot. Ms. Wilson stated that they would reroute the driveway to obtain access to the agricultural section.

Chairman Wormley stated that it is important to work on the future land use map to avoid these types of issues.

Member Flowers made a motion, seconded by Member DeBolt, to recommend approval of Petition 25-10.

The votes were as follows:

Yeas (0): None

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

Abstain (0): None

Absent (0): None

The motion carried.

The proposal goes to the Kendall County Board on September 16, 2025, on the regular agenda

Petition 25-13 Mikol's Construction on Behalf of Colt T. Neumann

Mr. Asselmeier summarized the request.

A fifteen-foot (15') drainage and utility easement presently exists between Lots 50 and 51 in Henneberry Woods Subdivision. The Petitioner owns the subject lots and would like to construct a home in the center of the combined lots.

The property is located at 4771 Cherry Road and 4756 Waa-Kee-Sha Drive, Oswego, in Na-Au-Say Township.

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

The property is zoned RPD-2 and is currently vacant residential land.

The County's Future Land Use Map calls for the property to be Rural Residential (Max 0.65 Du/Acre).

Waa-Kee-Sha Drive and Cherry Road are Township Roads classified as Local Roads.

There are no trails planned in the area.

There are no floodplains or wetlands on the property.

The adjacent land uses are Single-Family Residential.

The adjacent properties are zoned RPD-2.

The County's Future Land Use Map calls for the area to Rural Residential (Max 0.65 Du/Acre).

Na-Au-Say Township was emailed information on July 31, 2025. On August 4, 2025, Na-Au-Say Township Supervisor Eric Bernacki and Na-Au-Say Township Road Commissioner David Wheeler recommended the frontage of the combined lots being on Waa-Kee-Sha Drive. This email was provided. The Petitioner was agreeable to this request.

The Village of Oswego was emailed information on August 11, 2025. No comments have been received.

The Oswego Fire Protection District was emailed information on August 11, 2025. The Oswego Fire Protection District submitted an email on August 13, 2025, with no comments on the proposal.

ZPAC reviewed the proposal at their meeting on September 2, 2025. It was assumed that, if the utilities signed off on the plat, no infrastructure was located or planned to be placed inside the subject easement. ZPAC recommended approval of the proposal by a vote of eight (8) in favor and zero (0) in opposition with two (2) members absent. The minutes of the meeting were provided.

The application materials and the plat of vacation were provided.

All of the utilities signed the plat approving the vacation.

On July 29, 2025, a representative from the Henneberry Woods Homeowners' Association submitted a letter stating the HOA approved the combination of lots, contingent upon approval by the Architectural Review Committee. This letter was provided.

On July 31, 2025, WBK Engineering submitted an email expressing no opposition to the request. This email was provided.

Staff recommended approval of the requested plat of vacation provided that Lots 50 and 51 remain under the same ownership and that front yard access comes from Waa-Kee-Sha Drive.

The draft ordinance was provided.

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

The votes were as follows:

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

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

The proposal goes to the Kendall County Board on September 16, 2025, on the consent agenda.

Petition 25-16 Wayne J. Skoff on Behalf of 1st Midwest Trust #72-22350

Mr. Asselmeier summarized the request.

On November 20, 2001, the Kendall County Board granted a special use permit for indoor storage of boats, recreational vehicles, classic cars at the subject property. Ordinance 2001-30 was provided.

Ordinance 2001-30 revoked a previously granted special use permit for a commercial poultry farm. That revocation would remain in effect.

Condition 10 of the special use permit required a right-of-way dedication. Staff was unsure if the dedication occurred.

On August 26, 2025, the Petitioner submitted a request for voluntary revocation of the special use permit. This request is attached to the draft revocation ordinance.

The draft revocation ordinance was provided.

The subject property is zoned A-1. If the special use permit is revoked, the property will retain its A-1 zoning classification.

Member Koukol made a motion, seconded by Member DeBolt, to recommend approval of the revocation.

The votes were as follows:

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

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

The proposal goes to the Kendall County Board on September 16, 2025, on the consent agenda.

NEW BUSINESS:

Special Use Enforcement Update

Mr. Asselmeier provided the Committee with an update on the special use permits that require annual review and renewal. All of the special use permits that required annual review or renewal were in compliance except the former Camp Quarryledge site. The outdoor storage special use permit for Four Seasons Storage expires December 31, 2025; they likely will ask for an extension.

Mr. Asselmeier also reported that special use permits that appeared inactive or were required to submit right-of-way dedications were sent letters in August asking if they would like to remain or come into compliance.

Approval to Change the October 2025 Kendall County Planning, Building and Zoning Meeting Date and Time

Mr. Asselmeier reported that the October meeting conflicted with Columbus Day. The consensus of the Committee was to move the meeting to, Tuesday, October 14, 2025, at 4:30 p.m.

OLD BUSINESS:

Update on the Comprehensive Plan Update Project

Mr. Asselmeier reported that Teska Associates completed five (5) workshops for gathering information. They completed the survey component of the project. They are currently working on the draft components of the proposal of the plan. Teska Associates will have a meeting with the townships and County regarding the WIKADUKE Trail. They will provide an update on October 22 where they will make provisions and have a joint meeting with the Comprehensive Land Plan and Ordinance Committee and Regional Planning Commission on December 10, 2025, to go over the material. Teska will schedule an additional round of workshops to present the proposal to the residents and receive their input.

Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township; Committee Could Approve the Issuance of a Citation

Mr. Asselmeier provided an email from August from the Petitioner stating they were waiting on the Illinois Department of Natural Resources Permit. No updates from IDNR.

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

Mr. Asselmeier provided an email from Greg Chismark requesting an update from FEMA on the review of the proposed amendments. No updates from FEMA.

REVIEW PRE-VIOLATION AND VIOLATION REPORT:

The Committee reviewed the report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION:

Mr. Asselmeier reported there is no update from the Historic Preservation Commission.

REVIEW PERMIT REPORTS:

The Committee reviewed the report.

REVIEW REVENUE REPORT:

The Committee reviewed the report.

CORRESPONDENCE

None

COMMENTS FROM THE PRESS:

None

EXECUTIVE SESSION

None

ADJOURNMENT:

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

Chairman Wormley adjourned the meeting at 7:37 p.m.

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

Enc.

1

**KENDALL COUNTY
PLANNING, BUILDING, & ZONING COMMITTEE
SEPTEMBER 8, 2025**

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

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
Claire M. Wilson	P.O. Box 344 Channahon, IL 60410	cwilsonkw@gmail.com
Fran Miller		
Jordan Quayle		

23rd Judicial Circuit Court
Kendall County Department of Probation and Court Services
CFY 2026 Annual Plan

The Probation and Court Services Annual Probation Plan, as referenced in the Illinois statutes [730 ILCS 110/15(6)], requires probation and court services departments "have on file with the Supreme Court an annual probation plan for continuing, improved, and new Probation and Court Services Programs approved by the Supreme Court or its designee. This plan shall indicate the manner in which Probation and Court Services will be delivered and improved, consistent with the minimum standards and regulations for Probation and Court Services, as established by the Supreme Court... The annual probation plan shall seek to generally improve the quality of probation services and to reduce the commitment of adult and juvenile offenders to the Department of Corrections..."

The purpose of the Probation and Court Services Annual Probation Plan is to provide a road map for ongoing organizational development for probation and court services departments across the state. The AOIC believes better planning leads to better outcomes as evidenced by the development of the Judicial Branch Operational Strategic Plan and the AOIC Probation Services Division Strategic Plan. Traditionally, strategic planning has four or more elements built upon a mission/vision statement and a department’s core values to drive long-term goals. In that spirit, the Organizational Development section of the Probation and Court Services Annual Plan will focus on elements of a strategic plan.

<u>Director/CMO First Name</u>	Alice
<u>Director/CMO Last Name</u>	Elliott

Select a Source

What is New

Consider the following and select "yes" or "no" for each: Have documents changed since last year? Is the department making a request? If an area is changed from the previous CFY Annual Probation Plan, the department will need to submit documentation as part of the current CFY Annual Probation Plan. Only check yes to areas that are applicable to your annual plan. Checking "yes" will result in additional questions being populated in the survey and those questions will need to be fully addressed for the plan to be considered complete. A "1" indicates the choice was selected.

Document/Area of Update	Yes	No
Salary Shortfall	0	1
New/Revised Compact Fee Administrative Order	0	1
New/Revised Compensation Plan	0	1
Variance to Department Local Approved Compensation Plan	0	0
Variance to the Compensation Standards	0	1
Salary Increase	0	1
Range Adjustments	0	1
Variance to AOIC Caseworks Standards	0	1
Variance to Operational Standards	0	1
Performance Appraisal New or Updated	0	1
Organizational Structure	1	0
Organizational Hierarchy Chart/Worksheet	1	0
Reorganization Request	1	0
New/Updated Policies & Procedures	1	0
New/Updated Interstate Compact Policies & Procedures	0	1
Justice Stakeholder List	1	0
Justice Stakeholder Meeting Involvement	1	0
Quality Assurance Process Policy and Procedure	1	0

Organizational Plan Review

Please enter the goals as shown in the **previous** annual plan cycle on the Organizational Plan Worksheet and indicate the status of the goal.

Goal 1

Status

Evidence Based Practices support or implementation:

All Line staff have been trained in CCP and supervisors have been trained in coaching. Staff have been submitting tapes and observations for feedback. Several staff have been deemed proficient in multiple skills. Line staff that do not have an active caseload (Pretrial, Investigations, Administrative, PSW, etc) are struggling to find opportunities to utilize CCP bridging during their interactions. Those with active caseloads are not consistently utilizing CCP when not being taped. KCCS supervisors will develop individualized plans for each officer to ensure they are implementing CCP effectively with their respective caseloads and create opportunities for staff to practice in a safe environment

In
Progress

Goal 2

Status

KCCS probation officers have made significant progress with completing all intakes within timeframes as established by Casework Standards and departmental policy. The cases that timeframes are going well beyond the 90 day time frame and resulting in cases unclassified for extended periods of time. The goal is to have only extenuating circumstances that are well document to exceed 90 days.

In
Progress

Goal 3

Status

The need for proper assessment and services for mental health, substance abuse, domestic violence and sex offender populations is needed. While we can offer a list of agencies for clients to access, the quality of those programs are unknown and there are long waiting lists. It is a goal to establish a preferred provider list of agencies and services that have been vetted and determined to provide quality services while also contracting for service delivery for select programs and assessments.

Not
Addressed

In the previous question, it was indicated that one or more goals for the previous plan year were not completed. Please explain what work is needed to complete unfinished goal(s) or why it was discontinued.

Goal #1- This is on going. We completed the CCP Implementation review and received feedback regarding feedback provided to staff and have made adjustments to establish consistency amongst the supervisors. Individual plans with staff to encourage utilization of CCP with every interaction and document accurately in our case management system remains an ongoing task with some units making more progress than others. This year one of our line staff has been trained as a CCP coach and we will begin utilizing her to provide feedback to staff in an effort to increase their confidence in this area. This will remain a goal in the coming year.

Goal #2- There continues to be significant improvement in this area with fluctuations during high volume times for the adult unit. The juvenile unit has achieved this goal and the adult unit continues to work with their newer staff to ensure the intakes are being completed timely and working through barriers to achieving this goal. This will remain a goal for the following year.

Goal #3- While work toward achieving this goal has occurred in that several of the objectives were completed, there remains more work to be achieved. We now have a contract with an NIU Psychology Intern to begin July 1st and provide psychological/ mental health, provide anger management groups and do 1:1 treatment with a select group of clients. We also completed objective #2 in that we have an agreement to accept MSW interns from Aurora University. This objective needs to be tweaked to ensure we get an intern interested in therapy vs general social reform. Additionally, office space limitations for our interns is limited due to some construction of county offices. Objective #3 is partially completed in that some agencies have an MOU with court services, while others do not. An official invitation to agencies to be vetted and become part of the our provider list will occur in the Fall/ Winter. Objective #4 was not addressed yet as it will come last. However, we did create a new policy and process for financial assistance to clients that are in need of assistance in getting their needs met. This was an essential part of working with the providers to ensure we are being charged the least amount as possible when court services is asked to pay. This will remain a goal for the next year.

Organizational Plan

Organizational Plan: The purpose of this section is to identify the organization’s goals for the full implementation and maintenance of the Administrative Office of the Illinois Courts Probation Caseworks; Operational; Hiring, Promotion and Compensation Standards. This section also provides a structured opportunity for departments to request assistance from the AOIC by building this information into their plans for the following year. This also helps the AOIC to identify statewide issues, needs, and trends for response prioritization and resource allocation. The following questions will build your plan for the coming year.

Goal 1 Upcoming Year

What area of the Statute, Standard, or program development is addressed with your first goal?

Probation Casework Standard

Please provide the first goal for the coming fiscal year.

Incorporate Core Correctional Practices skill building and role playing into the everyday culture to create a safe learning environment for staff to receive effective feedback.

Please list the objectives, or steps, responsible parties, and goal dates that will lead to the attainment of this goal.

Objective 1	Responsible Parties	Completion Date Target
All staff will complete the new ILEPS training offered by AOIC.	Supervisor	2-1-26
Objective 2	Responsible Parties	Completion Date Target
All Supervisors will incorporate a CCP skill review and practice into their unit meetings to allow staff an opportunity to learn and improve their skills. A different skill to be selected each month	Supervisor	10-1-25

Objective 3	Responsible Parties	Completion Date Target
Establish peer mentoring/coaching sessions where trained peer coaches observe, provide feedback, and reinforce the use of CCPs in practice	CCP Coaches	10-15-25

Goal 2

Upcoming Year

Note: this section will only be completed if the department indicates that it has a second goal.

Please provide the next goal for the coming fiscal year.

Establish a standardized vetting process for mental health and substance abuse agencies to ensure alignment with evidence-based practices (EBP), promoting consistent, high-quality, and research-driven services for individuals under supervision.

Please list the objectives, or steps, responsible parties, and goal dates that will lead to the attainment of this goal.

Objective 1	Responsible Parties	Target Completion Date
Create and implement a standardized checklist or scoring rubric to assess agency use of EBPs, staff qualifications, and treatment fidelity.	Director	12-1-25
Objective 2	Responsible Parties	Target Completion Date
Create a preferred provider list with all vetted agencies and establish MOU's with agencies to ensure they will remain consistent and send annual reports highlighting their outcomes.	Director	2-2-26
Objective 3	Responsible Parties	Target Completion Date
Gather input from clients, probation officers, and treatment providers at least twice per year to monitor the effectiveness and fidelity of services delivered.	Director	5-1-26
Objective 4	Responsible Parties	Target Completion Date

Track outcomes such as reduced recidivism, treatment completion rates, and client engagement, and compare across agencies to ensure EBPs are producing desired results.

Director

7-1-26

Objective 5

**Responsible
Parties**

**Target
Completion
Date**

Create Policy and Procedure for the establishment of a Preferred Provider List for Court/ Court Services that includes the vetting process and MOU's.

Director

12-1-25

Goal 3

Upcoming Year

Note: this section will only be completed if the department indicates that it has a third goal.

Please provide the next goal for the coming fiscal year.

Revise and implement an effective strategic plan that aligns the probation department's operations, policies, and practices with evidence-based practices (EBPs) to improve outcomes for clients and enhance community safety.

What area of the Statute or Standard is addressed with your goal?

Other

Please provide an explanation of "other" as indicated above.

Strategic Planning and EBP Alignment with fidelity.

Please list the objectives, or steps, responsible parties, and goal dates that will lead to the attainment of this goal.

Objective 1	Responsible Parties	Target Completion Date
Contract with Alliance for Criminal Justice Innovations to work with department on establishing a clear strategic plan that incorporates EBP in every facet of our work.	Director	11-01-25
Objective 2	Responsible Parties	Target Completion Date
Update all job descriptions throughout the agency to align with mission and vision of department and incorporate requirement to utilize Evidence Based Practices including CCP and Motivational Interviewing.	Director	1-01-26

Objective 3	Responsible Parties	Target Completion Date
Update all recruiting, hiring and on boarding practices to ensure the right people are hired for the position.	Director	5-1-26

Objective 4	Responsible Parties	Target Completion Date
Establish effective feedback loops to ensure quality assurance and fidelity to EBP.	Director	5-1-26

Goal 4

Upcoming Year

Note: this section will only be completed if the department indicates it has a fourth goal.

Please provide the next goal for the coming fiscal year.

Prior to termination for moderate- and high-risk clients, the probation officer will prepare a comprehensive summary of client progress and develop a structured transition plan to support the defendant's continued success.

What area of the Statute, Standard, or program development is addressed with your first goal?

Probation Casework Standard

Please list the objectives, or steps, responsible parties, and goal dates that will lead to the attainment of this goal.

Objective 1	Responsible Parties	Target Completion Date
All Supervisors will review 4.5 of Case Work Standards with all staff during their next unit meeting	Supervisors	10-1-25
Objective 2	Responsible Parties	Target Completion Date
Supervisors to develop a documentation template in Tracker Contact Window to guide the documentation of the final appointment with the transition plan.	Supervisors	11-1-25
Objective 3	Responsible Parties	Target Completion Date
Supervisors will casefile review all moderate and high risk case closures for 3 months to ensure all aspects of terminations have been met.	Supervisors	3-1-26

Objective 4	Responsible Parties	Target Completion Date
Develop an exit survey for moderate and high risk clients to garner input on rapport building, access to resources, overcoming barriers to success and over all suggestions for improvement.	Director	12-1-25

Casework Casefile Review

This section will only be completed by departments that have received their Casework Casefile Review and Report.

Has the department received a Casework Casefile Review from the Administrative Office of the Illinois Courts within the last three State Fiscal years?

No

Probation Casework Standards

This section will only be completed by departments that have **not** received their Casework Casefile Review or Report.

What areas of the AOIC Probation Casework Standards have been implemented by your department?

3.1 REFERRAL PROCESS AND CASE ASSIGNMENT (and related sub-sections), 3.2 ORIENTATION (and related sub-sections), 3.3 ASSESSMENT (and related sub-sections), 4.1 FEEDBACK (and related sub-sections), 4.2 TIMEFRAME (and related sub-sections), 4.3 CASE PLANNING (and related sub-sections), 4.4 SUPERVISION STRATEGIES (and related sub-sections)

What barriers exist to fully implement Probation Casework Standards? (Select all that apply)

Other

Please identify the issue(s) captured above and explain this barrier to implementation in more detail, along with any plans to address or remediate the issue(s) cited.

4.5 case termination- was not enforced in full with the staff as the focus had been on assessments, contact standards and CCP. We simply overlooked the transition planning for clients. This was brought to my attention recently and will now be addressed. No barriers exist but rather it just need to be incorporate it into our work.

What is needed by your department to fully implement the Probation Casework Standards? (Select all that apply)

Data (e.g., evaluating data), Technology (e.g., ability to collect)

Please identify the need(s) captured above and explain what is needed to facilitate implementation in more detail, along with any plans to address or remediate the issue(s) cited.

We have Tracker and while there has been significant progress towards implementation of the new data sets, the work continues. We have been receiving regular updates from them and process continues.

Annual Report

The Department(s) complete a separate Annual Report for the County Board?

No

New or Updated Policy

This section will be completed when New or Updated Policy is selected on the "What's New" question.

Field	Choice Count
Anti-Opioid Program/Narcan/Naloxone	0
Caseworks Policies	0
Code of Conduct	0
Operational Policies	1
Officer Safety	0
Juvenile Diversion	0
Adult Diversion	0
Core Correctional Practices/Fidelity/Quality Assurance	0
Performance Review Policy	0
Other Please Describe	0

Fiscal Resource Management

This section will be completed when issues regarding Fiscal Resource Management is selected on the "What's New" question.

Salary Range Adjustment

This section will be completed when Salary Range Adjustment is selected above.

Collective Bargaining Agreement [730 ILCS 110/15(4)]

A "1" indicates that the corresponding choice has been selected.

Field	Choice Count
Yes	0
No	0
In Negotiation	1

If the collective bargaining agreement is under negotiation, what is the expected completion date for the collective bargaining agreement?

Between 12-1-15 and 2-1-26

Performance Management: Quality Assurance

This section will be completed when Performance Management: Quality Assurance is selected on the "What's New" question

Please indicate what Quality Assurance Policy and Procedures are currently in place and utilized within the department.

Quality Assurance Policy and Procedure beyond Core Correctional Practices

Reorganization

This section will be completed when Reorganization is selected on the "What's New" question

If a reorganization request is submitted, select factors below that are driving the need for a reorganization.

Change in caseloads necessitate reorganizing staff to accommodate supervision needs and/or equalize workloads

Please provide the rationale to support the need for reorganization: Cite specific statutes, standards, case load, program development, and/or fiscal issues driving the need for change within your jurisdiction.

Pursuant to 730 ILCS 5/5-3-1 and 705 ILCS 405/5-701 preparation of Adult Presentencing Reports and Juvenile Social History Reports for the court are an essential part of the court process. These reports provide crucial information to the judge before sentencing and assist the judges in making informed decisions regarding appropriate dispositions. This comprehensive overview of the defendant's background, criminal history and circumstances surrounding the offense ensures a fair and balanced sentence. Our current Investigative Writer has 33 years of experience and is considered exemplary in the performance of her duties. Her reports provide a holistic view of the defendant's life and help the judge understand the context of the crime and the defendant's potential for rehabilitation. She goes further to identify resources in the community that might be utilized to increase the likelihood of success should a term of community supervision be provided. While the workload for report writing has continued to increase over the past 10 years, she has worked harder and adapted. By comparison to other counties, she has been doing 3 times their workload. She exemplifies the value of staff retention in that as a seasoned officer, not only does she provide a quality product, but her ability to take on an extensive caseload size has allowed the county to hold the line on hiring additional staff for years. See the comparisons below.

2024 Stats

County PSI Social # of writers #/ officer

DeKalb 23 1 1 24

Kendall 77 86 1 163

DuPage 255 132 8 48.37

Will 206 1 4 51.7

Factors to consider in adding the position

- The numbers continue to increase. From 1-1-25 to 7-1-25 (Half the year) Represents an overwhelming increase of 50% from last year at this time.(see below)
 - o PSI's- 66 (half the year)
 - o Social History- 26 (half the year)
- Investigations have increased by 20-30% each year for the past 3 years. But this year has been significant and is anticipated to stay at this level.
- Other staff (including the supervisor) are helping and assuming the report writing duties as extra assignments. This is pulling them away from their other duties. All other remedies to mitigate needing to add another officer have been exhausted.
- It is anticipated that this 33-year veteran officer will retire in 2 years. A new officer needs time to reach the level of quality the court has been accustomed to having.

Kendall County population continues to grow at a rate well above the state and national average having increased by 18% over the past decade. This growth is anticipated to continue due to increases in commercial development, residential new developments and school expansions in Yorkville over the next year. Historically, Kendall County has grown and added staff based on the need of the county during times when AOIC has not approving funds. At one time this resulted in 40% of the positions funding 100% by the county. Since that time, 5 of the 8 positions have been converted to AOIC funded reimbursable positions with three (3) remaining 100% county funded.

Kendall County Court Services requests the approval of a new Investigative Officer Position as well as full

Collaboration (730 ILCS 110): Justice System Stakeholder Involvement

This section will be completed when Reorganization is selected on the "What's New" question

What is the department's role and involvement in justice stakeholder meetings?

While Justice Stakeholder Meetings are infrequent, as the Director of Court Services, I attend to report out on the status of new initiatives within our office, or to trouble shoot issues that may arise. The Director of Court Services remains as the Secretary and Board Member of the Kendall County Juvenile Justice Council.. Additionally, the Juvenile Supervisor serves as a committee member of the Interagency Committee of the Juvenile Justice Committee and one of the juvenile probation officers is on the scholarship committee of the Juvenile Justice Council. The supervisors meet with the Judges monthly to troubleshoot issues that arise and enhance communication with our department and the court.

Rights of Crime Victims [730 ILCS 110/15(6)(d)]

How does the department support the rights of crime victims? (Select all that apply)

State's Attorney has a victim's advocate on staff

Describe how the requirements of the statute are implemented regarding crime victim rights and how the department coordinates that support with other criminal justice agencies within the jurisdiction.

When it comes to notification of the need for a safety plan, probation will coordinate with the State's Attorney's Office or the Sheriff's Office if the victim has a Bischoff Transponder. Notification to the victim of court dates remain a State's Attorney responsibility through their Victim Witness Coordinator.

Thank you for taking the time to complete the Probation and Court Services Annual Plan. Once completed, an email containing your responses will be sent to the email address that was provided. Please download these responses and provide to the chief judge for approval.

I certify that I have completed the Annual Plan survey and will upload my Attachments and Signature Page to the designated Google Drive folder under the Annual Plan section. (Select all that apply). A "1" indicates that the associated document was selected.

Field	Choice Count
Signature Page	1
Probation Fee Budget	1
Organizational Chart Worksheet	1
Salary Range Worksheet	1
Revised Policies highlighted and struck through	0
ICAOS-ICJ Policies	0
Shortfall Worksheet	0
Applicable Addendums	1
Collective Bargaining Agreement	1
Quality Assurance Plan	0
Compensation Policy	1
Variance Request/Documentation if Applicable	0
Performance Appraisal New or Updated	0
Reorganizational Request if applicable	1
Justice Stakeholder List	1
COPE Approved Training Hours are in Relias	1
Organizational Chart Flow Chart/Hierarchy	1

Signature Page and Addendum(s) to follow



2026 Probation Services Fee Expenditure Proposal | Probation Kendall County

Department Information

First Name: Alice

Last Name: Elliott

Email Address: aelliott@kendallcountyil.gov

Organization: Probation

Are Probation Fees used for this Department? Yes

Source of Funding

Source of Funding - Probation Fees Fund

Probation Fee Fund	Sum
Balance at Start of Fiscal	536,987.00
Funding/Income	135,000.00
Department Fringe Benefits	0.00
IGA (Inter-Governmental Agreement) Revenue	0.00
Other Receivables	3,000.00

Proposed Expenditures

Department Operations Proposed Spending	Sum
Advertising	0.00
Applicant & Employee Psychological Testing/Evaluations	0.00
Auto Expenses	0.00
Boilers	0.00
Building Rent/Mortgage/Bond	0.00
Capital Expenses	0.00
Car Communication Systems	0.00
Case Management System Development (e.g., implementing, building compliance with data requirements)	0.00
Case Management License (e.g., new software)	0.00
Case Management Services (e.g., maintaining)	0.00
Cell Phone Chargers	0.00
Chairs	0.00
Computer Hardware (e.g., laptops, printers)	0.00
Computer Software (e.g., MS Office, Adobe Suite, Video conferencing)	0.00
Computer Video Equipment	0.00
Conducted Energy Devices (CEDs)	0.00

COVID Expenses - (e.g., cleaning)	0.00
COVID Testing	0.00
Desks	0.00
Destruction of Records Service	0.00
Document Shredding	0.00
Dues	0.00
Electric	0.00
Employee Drug Testing	0.00
Equipment Maintenance (identify type of "equipment")	0.00
Equipment Rentals	0.00
Firearm Ammunition	0.00
Firearms	0.00
Gas - Auto	0.00
Gas - Building	0.00
Hotspot/Wi-Fi Services	0.00
Icemaker	0.00
Improvements to Buildings	0.00
Ink	0.00
IT Support Contract	0.00
Job Posting/Hiring Ad	0.00
Kitchen Appliances	0.00
Laundry Services	0.00
Laundry & Cleaning Supplies	0.00
Maintenance/Cleaning Staff Salaries & Benefits	0.00
Medical Waste Disposal	0.00
Memberships (e.g., IPCSA)	2,500.00
Microfilming	0.00
Notary Services	0.00
Office Cleaning/Custodial Services	0.00
Office Copier/Printer/Scanner	0.00
Office Copier/Printer/Scanner Lease	0.00
Office Copier/Printer/Scanner Maintenance	0.00
Officer Safety Equipment	0.00

Office Supplies	0.00
Officer Uniforms	0.00
Oil changes	0.00
Oleoresin Capsicum: Pepper Spray	0.00
Operation Service Contracts	0.00
Paper	0.00
Pens	0.00
Phones - Cell	0.00
Phones - Landline	0.00
Police Radios	0.00
Postage	0.00
Printing/Duplication	0.00
Printer Toner	0.00
Property & Employee Liability Insurance	0.00
Public/Community Service Supplies	0.00
Publications, Printing, & Binding	0.00
Record/File Storage	0.00
Reimbursements to Other Probation Department(s)	0.00
Roofs	0.00
Security Computer & Video Equipment	0.00
Stamps	0.00
Subscriptions (e.g., journals, news papers)	0.00
Tracker Contract	0.00
Training - (accommodation reimbursements)	15,000.00
Training - (mileage)	0.00
Training - (per diem)	5,000.00
Training - (registration)	15,000.00
Travel Expenses - (accommodation reimbursements)	0.00
Travel Expenses - (home visits mileage)	0.00
Travel Expenses - (per diem)	0.00
Travel Expenses - (work meetings mileage)	0.00
Utilities	0.00
Vehicle Lease	0.00

Vehicle Maintenance	0.00
Vehicle Purchase	0.00
Vests	0.00
Waste Disposal & Recycling	0.00
Water - Building	0.00
Water - Coolers / Bottled	0.00
Water Heaters	0.00
Web-cams	0.00
Work Release	0.00
Other Operations	0.00
Other Expenditures	0.00

Client Services Proposed Spending	Sum
Alcohol Testing	0.00
Alcohol Treatment	0.00
ASL - Language	1,000.00
Bus Fare / Tokens (Incentives)	0.00
Bus Fare / Tokens - Non-Incentive	0.00
Cash (Incentives)	0.00
Client Birth Records	0.00
Client Records	0.00
Cognitive Programming & Supplies	0.00
Cognitive Programming	0.00
Cognitive Supplies	0.00
Community Service Supervision Contract	0.00
Contracted Services	40,000.00
COVID-19 Testing	0.00
Drug/Alcohol Testing	0.00
Drug/Alcohol Treatment	0.00
Drug Testing	30,000.00
Drug Treatment	0.00
DVI Assessments	0.00

Educational Programs & Supplies	0.00
Educational Programs	0.00
Educational Supplies	0.00
Electronic Monitoring/GPS	0.00
Employment Services	0.00
Food - Non-Incentive	0.00
Food/Snacks/Candy (Incentives)	0.00
Foreign Language Interpreters	0.00
Foster Care Placement	0.00
Gloves - Medical	0.00
Good-time Credit (Incentives)	0.00
GPS Equipment	24,000.00
Graduation Ceremony	0.00
Group Counseling Services	0.00
Hospital Miscellaneous	0.00
Incentives	5,000.00
In County Detention	0.00
Individual Counseling Services	0.00
Individual & Group Counseling Services	31,200.00
Inpatient Alcohol Treatment	0.00
Inpatient Drug Treatment	0.00
IPPC Sex Offender Contract	0.00
JSOP - Counseling	0.00
Language Access Services	0.00
Legal Notice(s)	0.00
LexisNexis Contract	0.00
Medical Miscellaneous	0.00
Medications/Prescriptions	0.00
Medical Supplies	0.00
Medical Treatment	0.00
Medical Waste Disposal	0.00
Movie Tickets (Incentives)	0.00
Other Detention Cost	0.00

Out of County Detention	0.00
Outpatient Alcohol Treatment	0.00
Outpatient Drug Treatment	0.00
Oxford Housing	0.00
Polygraph Testing	0.00
Prescriptions	0.00
Project Stipends	0.00
Psychological Evaluations	0.00
Psychological Testing/Evaluations	45,000.00
Psychological Testing	0.00
Psychological Treatment	0.00
Public/Community Service Supervision Contract	0.00
Public Service Supervision Contract	0.00
RANT Assessments	0.00
Redeploy Programming	0.00
Residential Facilities	0.00
Residential Placement	0.00
Risk Assessment	0.00
Salaries - (Contracted specific to client/resident services)	0.00
Shipping - Alc/Drug Tests	0.00
SNAP Contracts	0.00
STD Testing	0.00
Television (Incentives)	0.00
Text Message Appointment Reminders	0.00
Track Phones (Incentives)	0.00
Track Phone Minutes (Incentives)	0.00
Transportation	5,000.00
Treatment Services	0.00
Vaccines	0.00
Water Coolers / Water	0.00
Water Dyes - Alc/Drug Testing	0.00
Other Contracts	0.00
Other Services	2,000.00

How Expenses Are Covered | Services

Contracted Services

Funding Source	Sum
Probation Fees Fund	40,000.00
Probation Operation Fees Fund	0.00

Drug/Alcohol Testing

Funding Source	Sum
Probation Fees Fund	30,000.00
Probation Operation Fees Fund	0.00

Electronic/Monitoring/GPS

Funding Source	Sum
Probation Fees Fund	24,000.00
Probation Operation Fees Fund	0.00

Emergency Housing

Funding Source	Sum
Probation Fees Fund	5,000.00
Probation Operation Fees Fund	0.00

Incentives

Funding Source	Sum
Probation Fees Fund	5,000.00
Probation Operation Fees Fund	0.00

Group & Individual Counseling Services

Funding Source	Sum
Probation Fees Fund	31,200.00
Probation Operation Fees Fund	0.00

Language Access Services

Funding Source	Sum
Probation Fees Fund	1,000.00
Probation Operation Fees Fund	0.00

Psychological Testing & Evaluations

Funding Source	Sum
Probation Fees Fund	45,000.00
Probation Operation Fees Fund	0.00

Transportation

Funding Source	Sum
Probation Fees Fund	5,000.00
Probation Operation Fees Fund	0.00

Other Services

Funding Source	Sum
Probation Fees Fund	2,000.00
Probation Operation Fees Fund	0.00

How Expenses Are Covered | Department Operations

Memberships, Dues, Subscriptions

Funding Source	Sum
Probation Fees Fund	2,500.00
Probation Operation Fees Fund	0.00

Training

Funding Source	Sum
Probation Fees Fund	35,000.00
Probation Operation Fees Fund	0.00

Other Operations

No data found - your filters may be too exclusive!

Other Expenditures

No data found - your filters may be too exclusive!

How Expenses Are Covered | "Other" Expenses

"Other" Expenses

No data found - your filters may be too exclusive!

COUNTY FISCAL YEAR 2026
ANNUAL PROBATION PLAN SIGNATORIES

DIRECTOR OF COURT SERVICES OR CHIEF PROBATION OFFICER

As Director of Court Services/Chief Probation Officer of the 23rd Judicial Circuit Probation Department serving Kendall County, I hereby submit this County Fiscal Year 2026 Annual Probation Plan. I certify that the information in this plan is true and correct to the best of my knowledge. I further certify that my department will comply with all standards, policies and regulations established by the Supreme Court under provisions of the Probation and Probation Officers Act (730 ILCS 110), and acknowledge that compliance is subject to monitoring, auditing, and qualitative review by staff of the Administrative Office of the Illinois Courts.

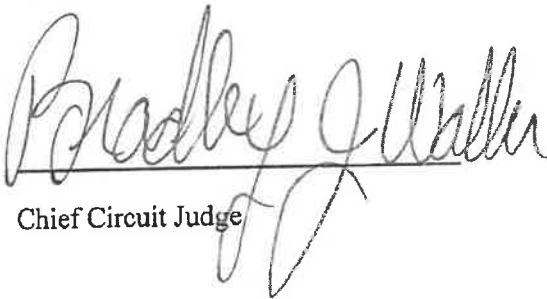


Director of Court Services

Dated: 8/24/25

CHIEF CIRCUIT JUDGE

As Chief Judge of the 23rd Judicial Circuit, I hereby certify that I have reviewed and approved the County Fiscal Year 2026 Annual Probation Plan submitted by the Judicial Circuit Probation/Court Services Department serving Kendall County.



Chief Circuit Judge

Dated: 09-02-25

**COUNTY BOARD CHAIRPERSON/
PRESIDENT OF THE COUNTY BOARD**

As Chairperson/President of the County Board of Kendall County, I hereby acknowledge the County Fiscal Year 2026 Annual Probation Plan submitted by the 23rd Judicial Circuit Probation Department serving Kendall County. I understand that submission of the Annual Probation Plan and compliance with the provisions of the Probation and Probation Officers Act (730 ILCS 110) are conditions of state reimbursement.

Dated: _____

Chairperson/President
County Board

Print Name



Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 9/16/2025

Subject: Approval of Petition 25-13, Request to Vacate Drainage and Utility Easements Along the Common Lot Lines of Lots 50 and 51 in Henneberry Woods Subdivision

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 25-13, a Request from Mikol's Construction on Behalf of Colt T. Neumann for a Plat of Vacation of Two Seven Point Five Feet Drainage and Utility Easements Along the Common Lot Lines of Lots 50 and 51 in Henneberry Woods Subdivision (4771 Cherry Road and 4756 Waa-Kee-Sha Drive, Oswego) (PINs: 06-05-394-001 and 06-05-394-002) in Na-Au-Say Township; Properties are Zoned RPD-2

Previous Board/Committee Review:

ZPAC-Approval (8-0-2) on September 2, 2025

Planning, Building and Zoning Committee-Approval (5-0) on September 8, 2025

Fiscal impact:

N/A

Background and Discussion:

A fifteen foot (15') drainage and utility easement presently exists between Lots 50 and 51 in Henneberry Woods Subdivision. The Petitioner owns the subject lots and would like to construct a home in the center of the combined lots.

All of the utilities have signed the plat of vacation.

The Homeowners Association has no objections.

WBK Engineering has no objections.

Staff Recommendation:

Approval with Conditions

Attachments:

Proposed Ordinance

ORDINANCE NUMBER 2025-_____

APPROVING A PLAT OF VACATION OF TWO SEVEN POINT FIVE FOOT DRAINAGE AND UTILITY EASEMENTS ON THE COMMON BOUNDARY LINES OF LOTS 50 AND 51 OF HENNEBERRY WOODS SUBDIVISION MORE COMMONLY KNOWN AS 4771 CHERRY ROAD AND 4756 WAA-KEE-SHA DRIVE, OSWEGO AND IDENTIFIED BY PARCEL IDENTIFICATION NUMBERS 06-05-394-001 AND 06-05-394-002 IN NA-AU-SAY TOWNSHIP

WHEREAS, Section 30-78 of the Kendall County Code permits the Kendall County Board to approve plats of vacation and provides the procedure through which plats of vacation are approved; and

WHEREAS, the two seven-point-five-foot drainage and utility and easements which are the subject of this Ordinance were established by Ordinance 2005-23 which granted approval of a final plat of Henneberry Woods Subdivision Unit 2 and was approved by the Kendall County Board on April 19, 2004; and

WHEREAS, the final plat of Henneberry Woods Subdivision Unit 2 was recorded in the Kendall County Recorder of Deeds Office on January 10, 2006; and

WHEREAS, the two seven-point-five-foot drainage and utility easements which are the subject of this Ordinance are located along and parallel to the shared property line of Lots 50 and 51 in Henneberry Woods Subdivision Unit 2. The legal descriptions of the easements are set forth in Exhibit A attached hereto and incorporated by reference; and

WHEREAS, on or about August 7, 2024, Colt T. Neumann, as represented by Mikol's Construction, hereinafter referred to as "Petitioner", acquired ownership of Lots 50 and 51 of Henneberry Woods Subdivision Unit 2 and the property presently identified by Parcel Identification Numbers 06-05-394-001 and 06-05-394-002; and

WHEREAS, on or about July 31, 2025, Petitioner filed a petition for approval of a plat of vacation of two seven-point-five-foot drainage and utility easements located along the property line of Lots 50 and 51 of Henneberry Woods Subdivision Unit 2; and

WHEREAS, a registered surveyor or engineer has prepared said plat and the plat meets the requirements listed under Section 30-78 (c) of the Kendall County Code; and

WHEREAS, on September 2, 2025, the Kendall County Zoning, Platting and Advisory Committee reviewed this petition and has forwarded to the Kendall County Board a recommendation of approval of the requested plat of vacation; and

WHEREAS, on September 8, 2025, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board reviewed the information presented and recommendation of the Kendall County Zoning, Platting and Advisory Committee, and has forwarded to the Kendall County Board a recommendation of approval of the requested plat of vacation; and

WHEREAS, on September 16, 2025, the Kendall County Board considered the recommendation of the Planning, Building and Zoning Committee and the recommendation of the Kendall County Zoning, Platting and Advisory Committee, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Subdivision Control Ordinance and other applicable Ordinances; and

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

1. The Kendall County Board hereby grants approval of Petitioners' petition for a plat of vacation of the easements legally described in Exhibit A attached hereto and shown on the site plan attached hereto as Exhibit B.
2. Lots 50 and 51 of Henneberry Woods Subdivision Unit 2 shall not be sold as individual lots upon the successful recording of Exhibit B. Within ninety (90) days of the effective date of this ordinance, the Petitioners shall submit a parcel consolidation request to Kendall County.
3. One (1) single-family residence may be constructed on Lots 50 and 51 of Henneberry Woods Subdivision Unit 2 combined and the front yard and driveway access shall be from Waa-Kee-Sha Drive
4. This vacation shall become effective upon the successful recording of Exhibit B in the timeframe outlined in Section 30-78 (h) of the Kendall County Code unless an extension is granted by the Kendall County Board.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 16th day of September, 2025.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

Exhibit A

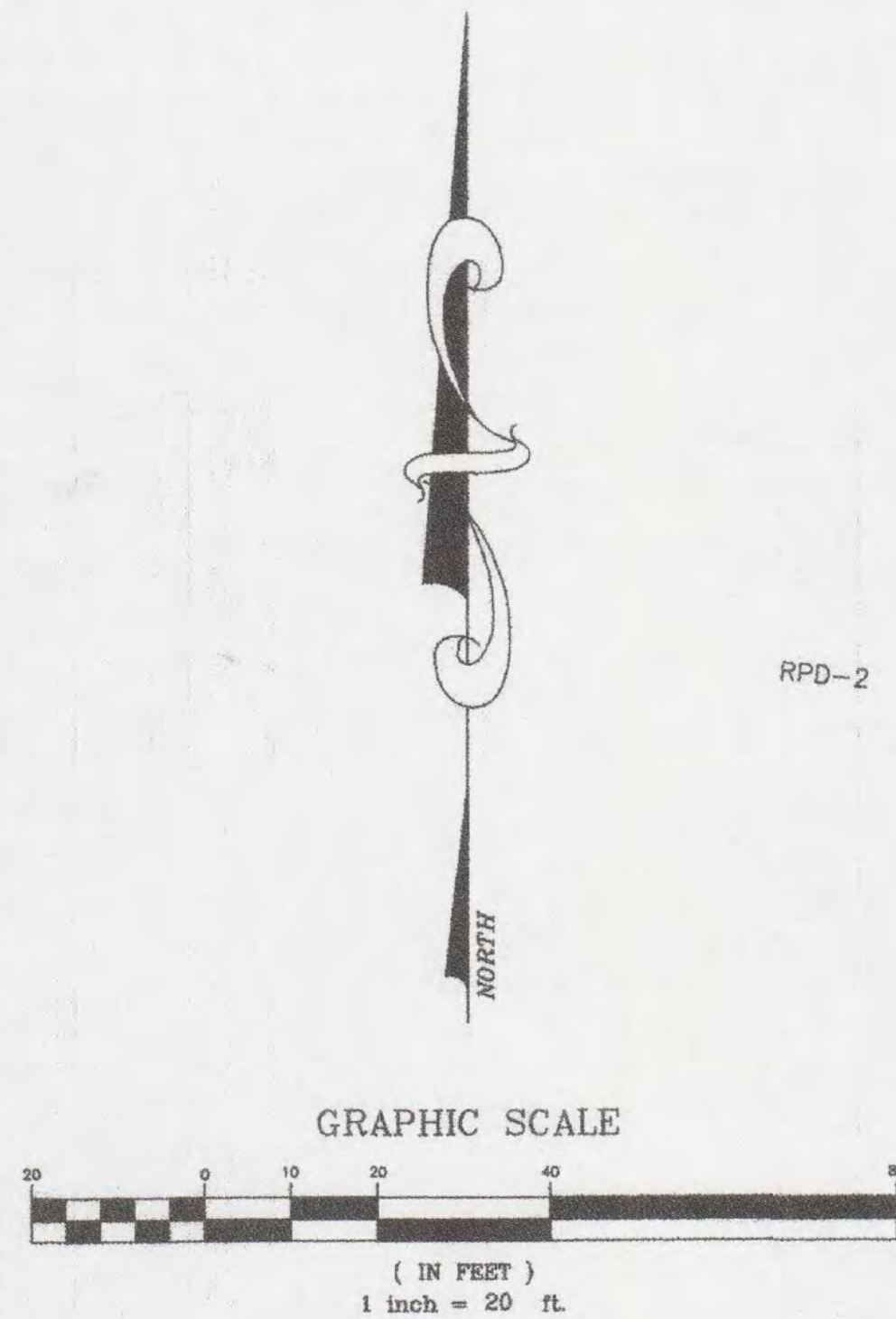
The South 7.5 Feet of Lot 51 and the North 7.5 Feet of Lot 50 Except the East 10.0 Feet of Both Lots in Henneberry Woods – Unit 2, Na-Au-Say Township, Kendall County, Illinois

PLAT OF ABROGATION

FOR PUBLIC UTILITY EASEMENT

THE SOUTH 7.5 FEET OF LOT 51 AND THE NORTH 7.5 FEET OF LOT 50 IN HENNEBERRY WOODS - UNIT (EXCEPT THE EAST 10 FEET)
2, NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS.

Pin's: 4771 Cherry Road
06-05-394-001
4756 Waa-Kee-Sha Drive
06-05-394-002



COMMONWEALTH EDISON (EXCELON)

STATE OF ILLINOIS)
COUNTY OF Kendall

THIS IS TO ACKNOWLEDGE THAT COMMONWEALTH EDISON (EXCELON CORPORATION) ACCEPTS THE ABROGATION OF EASEMENT RIGHTS OVER THE LAND SHOWN HEREON.

DATED THIS 8th DAY OF July, 2025

[Signature]
AUTHORIZED REPRESENTATIVE

AT & T COMMUNICATIONS

STATE OF ILLINOIS)
COUNTY OF Kendall

THIS IS TO ACKNOWLEDGE THAT AT & T COMMUNICATIONS ACCEPTS THE ABROGATION OF EASEMENT RIGHTS OVER THE LAND SHOWN HEREON.

DATED THIS 16th DAY OF June, 2025

[Signature]
AUTHORIZED REPRESENTATIVE

NICOR GAS

STATE OF ILLINOIS)
COUNTY OF Kendall

THIS IS TO ACKNOWLEDGE THAT NICOR GAS ACCEPTS THE ABROGATION OF EASEMENT RIGHTS OVER THE LAND SHOWN HEREON.

DATED THIS 5th DAY OF June, 2025

[Signature]
AUTHORIZED REPRESENTATIVE

AMERITECH ILLINOIS A.K.A. ILLINOIS BELL TELEPHONE

STATE OF ILLINOIS)
COUNTY OF Kendall

THIS IS TO ACKNOWLEDGE THAT AMERITECH A.K.A. ILLINOIS BELL TELEPHONE ACCEPTS THE ABROGATION OF EASEMENT RIGHTS OVER THE LAND SHOWN HEREON.

DATED THIS 16th DAY OF June, 2025

[Signature]
AUTHORIZED REPRESENTATIVE



KENDALL COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF Kendall

I, _____, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

DATED THIS _____ DAY OF _____, A.D. 20____

COUNTY CLERK

KENDALL COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF Kendall

THIS INSTRUMENT _____, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS,

ON THE _____ DAY OF _____, A.D. 20____

AT _____ O'CLOCK _____ M.

KENDALL COUNTY RECORDER

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF Kendall

THIS IS TO CERTIFY THAT Colt Neumann IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER, HAS CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER, DOES HEREBY ACKNOWLEDGE AND ADMIT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT Naperville, ILLINOIS, THIS 4 DAY OF June, 2025

BY: [Signature]
Owner(s)

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DuPage

I, MERRICK ELLIOTT MILLER, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY

IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

COLT NEUMANN
Print Name(s)

WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING INSTRUMENT RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS 4th DAY OF JUNE, A.D. 2025

MERRICK ELLIOTT MILLER
Notary Public Signature

MERRICK ELLIOTT MILLER
Print Name

MY COMMISSION EXPIRES ON AUGUST 14, A.D. 2028



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF Kendall

THIS IS TO CERTIFY I, WILLIAM M. WINGSTEDT, HAVE PREPARED FROM PUBLIC RECORD, FOR THE PURPOSE OF ABROGATION, THE PROPERTY DESCRIBED AS FOLLOWS:

THE SOUTH 7.5 FEET OF LOT 51 AND THE NORTH 7.5 FEET OF LOT 50 IN HENNEBERRY WOODS-UNIT2 BEING A SUBDIVISION OF PART OF SECTION 5, TOWNSHIP36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF NA-AU-SAY, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 10TH, 2006 AS DOCUMENT 2006-000904 IN KENDALL COUNTY, ILLINOIS.

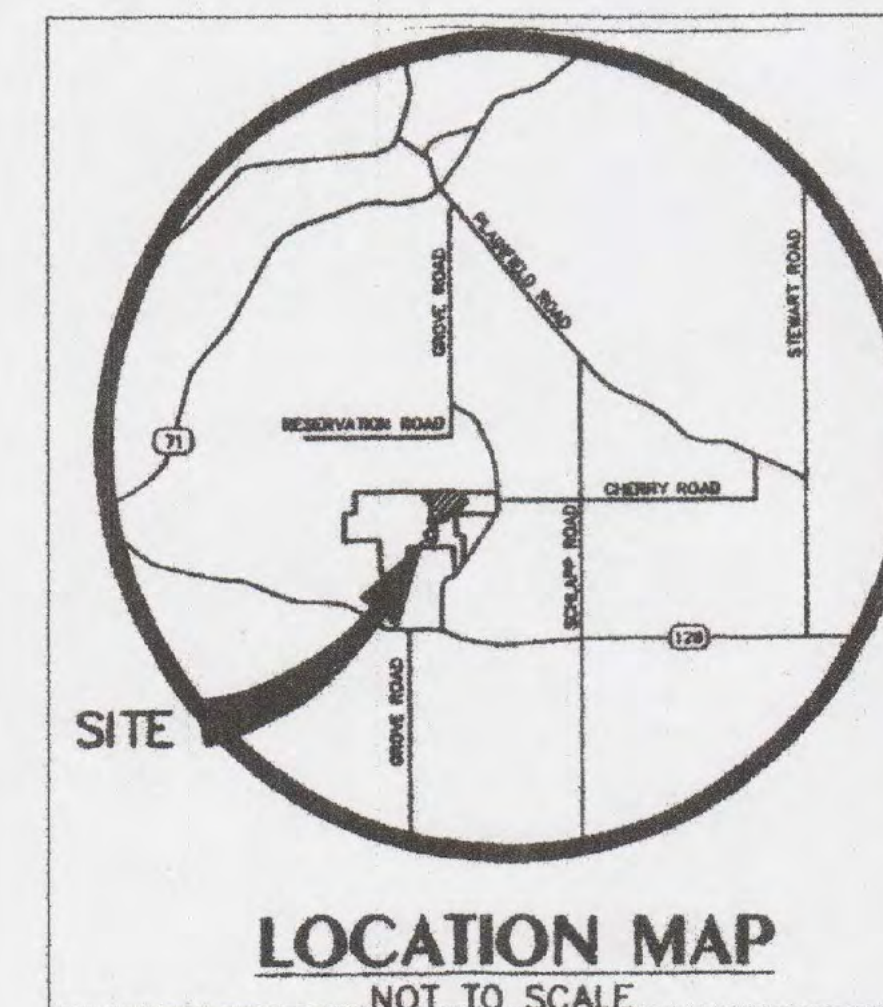
AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID VACATION.

GIVEN UNDER MY HAND AND SEAL AT OSWEGO, ILLINOIS,

THIS 16th DAY OF July, A.D. 2025

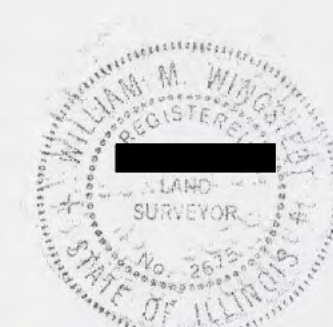
[Signature]
WILLIAM M. WINGSTEDT ILLINOIS PROFESSIONAL LAND SURVEYOR NO. _____
EXP. 11-30-26

Date of Preparation - 04-22-25



Owner:
Colt & Reena Neumann

Surveyor:
William M. Wingstedt





Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 9/16/2025

Subject: Approval of Petition 25-16, Revocation of a Special Use Permit for Indoor Storage of Boats, Recreational Vehicles and Classic Cars at 15028 Church Road

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 25-16, a Request from Wayne J. Skoff on Behalf of 1st Midwest Trust #72-22350 for the Voluntary Revocation of a Special Use Permit for Indoor Storage of Boats, Recreational Vehicles, and Classic Cars Granted by Ordinance 2001-30 at 15028 Church Road, Minooka, (PIN: 08-24-100-001) in Lisbon Township; Property is Zoned A-1 with a Special Use Permit

Previous Board/Committee Review:

Planning, Building and Zoning Committee-Approval (5-0) on September 8, 2025

Fiscal impact:

N/A

Background and Discussion:

On November 20, 2001, the Kendall County Board granted a special use permit for indoor storage of boats, recreational vehicles, classic cars at the subject property.

Ordinance 2001-30 revoked a previously granted special use permit for a commercial poultry farm. That revocation would remain in effect.

Condition 10 of the special use permit required a right-of-way dedication. Staff is unsure if the dedication occurred.

On August 26, 2025, the Petitioner submitted a request for voluntary revocation of the special use permit. This request is attached to the draft revocation ordinance.

The draft revocation ordinance is also attached.

The subject property is zoned A-1. If the special use permit is revoked, the property will retain its A-1 zoning classification.

Staff Recommendation:

Approval

Attachments:
Proposed Ordinance

ORDINANCE NUMBER 2025-_____

**REVOKING A SPECIAL USE PERMIT FOR INDOOR STORAGE OF BOATS,
RECREATIONAL VEHICLES, AND CLASSIC CARS GRANTED BY ORDINANCE 2001-30 AT
15028 CHURCH ROAD (PIN: 08-24-100-001) IN LISBON TOWNSHIP**

WHEREAS, Subdivision I of Division 3 of Article II of Chapter 36 of the Kendall County Code permits the Kendall County Board to issue special use permits and place conditions on special use permits and provides the procedure through which special use permits are granted; and

WHEREAS, Section 36-115 (b) of the Kendall County Code allows a special use permit holder to request revocation of said special use by written request to the County Board; and

WHEREAS, pursuant to Section 36-115 (b) of the Kendall County Code, no public hearing is required for an owner-initiated revocation; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural District and consists of approximately 160 +/- acres and is identified by Parcel Identification Number 08-24-100-001, also known as 15028 Church Road, in Lisbon Township. The legal description for the special use area is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property”; and

WHEREAS, the Kendall County Board granted a special use permit through Ordinance 2001-30 on the subject property on November 20, 2001, for the operation of an indoor storage of boats, recreational vehicles and classic cars business on the subject property; and

WHEREAS, Ordinance 2001-30 rescinded a previously issued special use permit for a commercial poultry farm on the subject property; and

WHEREAS, 1st Midwest Trust #72-22350, as represented by Wayne J. Skoff, is the owner of record of the subject property and shall hereinafter be referred to as “The Petitioner”; and

WHEREAS, The Petitioner no longer desires the special use permit and has stated in a letter as provided in attached Exhibit “B” that they voluntarily request that Kendall County revoke the special use permit on the above-referenced property; and

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

1. The Kendall County Board hereby revokes the special use permit for an indoor storage of boats, recreational vehicles, and classic cars business granted by Ordinance 2001-30 and revokes Ordinance 2001-30 in its entirety.
2. The special use permit for a commercial poultry farm rescinded by Ordinance 2001-30 shall remain rescinded.
3. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect the revocation of the special use permit granted by Ordinance 2001-30.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 16th day of September, 2025.

State of Illinois
County of Kendall
Attest:

Zoning Petition
#25-16

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

Parcel A

That part of the Northwest 1/4 of Section 24, Township 35 North, Range 7 East of the Third Principal Meridian, Kendall County, Illinois bounded and described as follows: Beginning at the Northwest corner of said Northwest 1/4, and running; thence South, along the West line of said Northwest 1/4, 1277.75 feet; thence East, parallel with the north line of said Northwest 1/4, 2159.00 feet; thence North, parallel with said west line 902.50 feet; thence East parallel with said north line, 517.50 feet to the east line of said Northwest 1/4; thence North along said east line, 375.30 feet to the northeast corner of said Northeast 1/4; and thence West, along the north line of said Northwest 1/4, 2678.53 feet to the point of beginning. Containing 67.78 acres of land, more or less.

Parcel B

The Northwest 1/4 of Section 24, Township 35 North, Range 7 East of the Third Principal Meridian, Kendall County, Illinois except that part bounded and described as follows: Beginning at the Northwest corner of said Northwest 1/4, and running; thence South, along the west line of said Northwest 1/4, 1277.75 feet; thence East, parallel with the north line of said Northwest 1/4 2159.00 feet; thence North, parallel with said west line, 902.50 feet; thence East parallel with said north line, 517.50 feet to the east line of said Northwest 1/4; thence North along said east line, 375.30 feet to the northeast corner of said Northwest 1/4; and thence West, along the north line of said Northwest 1/4, 2678.53 feet to the point of beginning. Containing 94.74 acres of land, more or less.

August 13, 2025

Kendall County
Planning, Building and Zoning
Attn: Matthew H. Asselmeier
807 West John Street
Yorkville, IL 60560-9249
Phone: 630-553-4139 Fax: 630.553.4179

I, Wayne Skoff, 1st Midwest Trust #72-22350, am the owner of the parcel 08-24-100-001.

On November 20, 2001, the property was granted a special use (Ordinance 01-30). The special use granted in 2001 was granted for the indoor storage of boats, RVs, and other recreational vehicles.

Pursuant to Section 36-115 (b) of the Kendall County Code, I hereby voluntarily request that Kendall County revoke my special use on the above-referenced property. By signing below, I acknowledge that no public hearing shall be conducted for revocation of the special use. I understand that the requested revocation shall not become effective unless and until approved by a majority vote of the Kendall County Board. By signing below, I hereby waive my right to a public hearing and formally request the above-referenced special use be removed from my property.


(Signature)

8/26/2025
(Date)

Wayne J. Skoff
(Printed Name)

Attest: 
Notary Public





Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 9/16/2025

Subject: Approval of Service Agreement between Kendall County and Oswego Township for the Provision of Demand Response Transportation

Prepared by: Jennifer Breault, PCOM

Department: Administration

Action Requested:

Approval of Service Agreement between Kendall County and Oswego Township for the Provision of Demand Response Transportation

Board/Committee Review:

N/A

Fiscal impact:

\$10,000 FY25-FY29 to Kendall Area Transit

Background and Discussion:

This document constitutes an agreement between Kendall County and Oswego Township for the provision of public transportation services by Kendall Area Transit within the boundaries of Oswego Township. This contract is effective for a three-year period, commencing on July 1, 2025, and concluding on December 31, 2027. The Oswego Township agrees to remit payments of \$10,000 to Kendall County for FY25- FY29 for the services rendered by Kendall Area Transit pertaining to public transportation. The township contribution enhances our matching funds by not only providing township revenue but also generating additional DOAP (Downstate Operating Assistance Program) funding.

Staff Recommendation:

Approval of service agreement between Kendall County and Oswego Township for the Provision of Demand Response Transportation

Attachments:

Service agreement between Kendall County and Oswego Township

**Agreement between Kendall County and Oswego Township for the Contribution of Funds
for Provision of Demand-Response Transportation**

WHEREAS, this Service Agreement, hereinafter referred to as the “Agreement,” is made by and between Kendall County, Illinois, hereinafter referred to as the “County,” and Oswego Township hereinafter referred to as “Oswego Township”; and

WHEREAS, it is the mutual concern of the parties hereto that the transportation services provided hereunder be of high professional quality; and

WHEREAS, the County agrees to provide community and public transportation services in Kendall County.

WITNESSETH

For and in consideration of the mutual covenants, and benefits hereinafter set forth, the County and Oswego Township agree as follows:

Section A. Effective Date, Service Area, Term, Termination

1. **Effective Date.** This Agreement shall be effective August 12, 2025, upon execution by County and Oswego Township. The County hereby agrees to operate a demand-response transit system commonly known as Kendall Area Transit, hereinafter referred to as “KAT”.
2. **Service Area.** Oswego Township authorizes the County to provide community and public transportation services within the limits of Kendall County, including within Oswego Township.
3. **Term; Termination.**
 - a. This Agreement shall remain in effect until December 31, 2029. However, this Agreement may be terminated before December 31, 2029, if Oswego Township provides sixty (60) days advance written notice to the County of its intent to terminate this Agreement.
 - b. The County shall have the right to terminate this Agreement before December 31, 2027, upon giving sixty (60) days written notice to Oswego Township.
 - c. This Agreement may, if agreed to in writing by all parties prior to termination date, be extended by an additional two-year term. Any such extensions shall be executed by all parties no later than thirty (30) days prior to the termination date.

Section B. Description of Service

1. The County shall provide demand-response (dial-a-ride, paratransit) transportation service to the residents of Oswego Township in the same manner provided to residents of other communities within the County of Kendall that annually contribute funding towards the KAT program.
2. **Dial-a-ride Service.** KAT is the community and public transportation program of Kendall County. KAT transportation services are generally known as demand-response, also known as dial-a-ride and paratransit. KAT is operated for the general public, with special emphasis on service for senior citizens and persons with disabilities. KAT is administered by the County of Kendall. KAT demand-response service is available Monday through Friday from 6:00 a.m. to 7:00 p.m., except holidays. Fares range from \$2-\$5 for a one-way trip. All rides are pre-arranged by calling the KAT dispatch center, and all rides are based on vehicle space and availability. Service will be provided to Kendall County locations, with designated out-of-county locations, restricted mostly to medical, social services, and educational facilities. All fares and routes are subject to change at KAT's sole discretion.
3. **Changes to Service.** The County reserves the right to adjust the demand-response transportation services provided under the terms of this Agreement. Where appropriate, the County will consider input provided by Oswego Township before implementing changes. However, both parties understand and agree that the County reserves final decision-making authority regarding adjustments in the dial-a-ride transportation service.

Section C. General Requirements

1. **Personnel.** The County shall employ and furnish such personnel as shall be reasonably required for the efficient and economical operation of the transit system for Oswego Township residents. The County agrees that all services to be undertaken by the County shall be carried out by competent and properly trained personnel. Oswego Township understands and agrees that the County may contract with an outside vendor to operate the KAT system.
2. **Operation.** The County shall operate the transportation system for Oswego Township residents on the days, during the hours and over the routes with such scheduling, and at such fares as in accordance with Section B of this Agreement.

Section D. Payment

1. Beginning August 15, 2025, Oswego Township will provide \$10,000 from FY25-FY29 the County. This compensation will be used as local match funding for various State and Federal transportation grants. Issuance of payment will adhere to the following schedule:
 - a. Fiscal Year 2025: \$10,000 due August 15, 2025
 - b. Fiscal Year 2026: \$10,000 due August 15, 2026

- c. Fiscal Year 2027: \$10,000 due August 15, 2027
 - d. Fiscal Year 2028: \$10,000 due August 15, 2028
 - e. Fiscal Year 2029: \$10,000 due August 15, 2029
2. Payment shall be remitted to Kendall County's address: Kendall Area Transit 807 West John Street, Yorkville, IL 60560

Section E. Notices

1. Any notices directed to the County shall be sent to:

Kendall County Administration	
807 W John Street	c.c. Kendall County State's Attorney
Yorkville, IL 60560	807 John Street
Fax (630) 553-4171	Yorkville, IL 60560
	fax (630) 553-4204

2. Any notices directed to Oswego Township shall be sent to:

Oswego Township
99 Boulder Hill Pass
Montgomery, IL 60538
Attn: Supervisor LeClerc

Copy to:

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Suite 350
Naperville, IL 60563
Attn: Karl Ottosen

Section F. Miscellaneous

1. **Grant Funds.** Compensation under this Agreement is considered funding of last resort and is not intended to replace other State and Federal program obligations.
2. **Force Majeure.** The County shall not be liable for any failure, delay or interruption of service nor for failure or delay in performance of any obligations under this Agreement due to strikes, lockouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel supplies or parts, and any similar acts beyond the control of the County.

3. **Modifications.** No modification, additions, or deletion of this Agreement shall be effective unless and until such changes are approved in writing by all parties to the Agreement.
4. **Non-Discrimination.** Oswego Township its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. Oswego Township its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations. The Oswego Township shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.
5. **Choice of Law and Venue.** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and, if any provision is invalid for any reason, such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

Entire Agreement. The Agreement and any addenda constitute the entire agreement between Oswego Township and the County. If any provision of the Agreement is in conflict with the laws of the State of Illinois or the United States of America, said provision shall be considered invalid and the remaining provisions shall remain in force. This Agreement supersedes all prior agreements and understandings, whether written, or oral, between Oswego Township and the County with respect to the subject matter hereof.

IN WITNESS WHEREOF, the said County has approved this Agreement and authorized it to be signed, sealed, and attested by the County Clerk and said Oswego Township has approved the Agreement and authorized to be signed by _____ and to be sealed and attested to by _____ on this _____ day of _____, 2025.

KENDALL COUNTY

Oswego Township

BY: _____

BY: _____

WITNESS: _____

ATTEST: _____

**SECOND AMENDMENT TO THE FEBRUARY 20, 2024 INTERGOVERNMENTAL
AGREEMENT BETWEEN KENDALL COUNTY AND THE KENDALL COUNTY
FOREST PRESERVE DISTRICT CONCERNING THE DEDICATION OF KENDALL
COUNTY TRANSPORTATION ALTERNATIVES PROGRAM (KC-TAP) FUNDING
AND AUTHORIZATION FOR THE CONSTRUCTION OF THE HOOVER – FOX
RIVER BLUFFS FOREST PRESERVES CONNECTING TRAIL**

THIS AMENDMENT (“Second Amendment”) dated this 16TH day of September, 2025, modifies the intergovernmental agreement between Kendall County (“*Kendall County*”), and the Kendall County Forest Preserve District (“*District*”) approved February 20, 2024, IGAM #24-05 (the “*Agreement*”) and amended April 15, 2025 (the “First Amendment”). For purposes of this Second Amendment, Kendall County and the Kendall County Forest Preserve District shall hereinafter collectively be referred to as the “*Parties.*”

RECITALS

WHEREAS, on February 20, 2024, the Parties entered into the Agreement, which set forth the obligations between the Parties for dedication of Transportation Alternative Program (TAP) funds and authorization of the construction of the Hoover – Fox River Bluffs Trail Connection, which runs along Eldamain Road. Specifically, the District is to construct an 8’ multi-use trail traversing through both Kendall County-owned parcels and Eldamain Road right of way, and District-owned parcels. The District’s construction project shall be referred to herein as “the Project”; and

WHEREAS, under the Agreement, the Kendall County Board agreed to commit and dedicate FY23 residual and FY24 TAP funding in the amount of \$189,000.00 (one hundred eighty-nine thousand dollars) to the District; and

WHEREAS, under the First Amendment approved April 15, 2025, the Kendall County Board agreed to commit \$83,000.00 in FY25 TAP funds to support the Project; and

WHEREAS, additional FY26 TAP funding is needed to cover the anticipated construction cost estimates; and

WHEREAS, the Kendall County Highway Committee has confirmed the availability of an additional \$103,000.00 in FY26 TAP funds to support the Project; and

WHEREAS, the Parties now agree to amend the Agreement to adjust the amount of TAP funding to be committed and dedicated to the District for the construction of the Project.

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

1. The foregoing recitals are hereby incorporated into this Second Amendment as if fully restated in this paragraph 1.
2. Subsection 2(a) of the Agreement, as amended by the First Amendment, shall be replaced in its entirety by the following:

“Kendall County agrees to extend funding in amounts not to exceed twenty-nine thousand (\$29,000.00) to the District from the Fiscal Year 2023 (December 1, 2022 to November 30, 2023) TAP funding residual, one hundred sixty thousand (\$160,000.00) to the District from the Fiscal Year 2024 (December 1, 2023 to November 30, 2024) budgeted TAP funding, eighty-three thousand (\$83,000.00) to the District from the Fiscal Year 2025 (December 1, 2024 to November 30, 2025) budgeted TAP funding, and one hundred three thousand (\$103,000.00) to the District from the Fiscal Year 2026 (December 1, 2025 to November 30, 2026) budgeted TAP funding for the purpose of partially funding the construction costs of the Project;”

3. In Subsection 2(b) of the Agreement, as amended by the First Amendment, the amount of “two hundred seventy-two thousand (\$272,000.00)” shall be replaced with “three hundred seventy-five thousand (\$375,000.00).”
4. Subsection 2(c) of the Agreement shall be replaced in its entirety by the following:

“The final Grant amount shall not exceed 75% of the funding for said Project. Should the submitted reimbursement request constitute an amount above 75% of the Project’s costs, then Kendall County shall, in its sole discretion, choose to reimburse an amount below three hundred seventy-five thousand dollars (\$375,000.00) and equal to 75% of the Project’s costs;”
5. A new Section 13 shall be added to the Agreement as follows:

“The District understands and agrees Kendall County’s disbursement of TAP funds to the District, as set forth in this Agreement, is contingent on the Kendall County Board’s appropriation and disbursement of those funds. The District understands and agrees that the sole and exclusive decision as to whether or not to appropriate and disburse TAP funds to the District lies within the discretion of the Kendall County Board.”
6. Except as specifically modified by this Second Amendment, the Agreement, as previously amended by the First Amendment, remains in full force and effect.
7. The construction and reimbursement timelines as provided in Subsections 3(i), 3(j), and 3(k) of the Agreement are not extended by this Second Amendment.

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

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

Kendall County Forest Preserve District, a
unit of local government of the State of
Illinois

By: _____
Matt Kellogg, Chair, Kendall County

By: _____
Brian DeBolt
President, Kendall County Forest Preserve
District Board of Commissioners

Date: _____

Date: _____

Attest:

Attest:

Debbie Gillette, County Clerk

Seth Wormley, Secretary



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 9/16/2025
Subject: Residential Electric Aggregation Renewal
Prepared by: Christina Burns, County Administrator
Department: Administration

Action Requested:

Approval an agreement extension with MC Squared for residential electric aggregation through December 2027.

Board/Committee Review:

Discussion and consensus to forward at Sept. 11, 2025 Committee of the Whole.

Fiscal impact:

The agreement provides for a civic contribution to the County of \$50,000 per year, totaling \$100,000 over two years.

Background and Discussion:

The County has an existing electric aggregation program with MC Squared for the purchase of electric power for unincorporated Kendall County. In an electric aggregation program, residents still receive services, including billing and infrastructure, through ComEd. The actual power supplied to the grid is purchased through a third party (MC Squared) at a price equal to or lower than the ComEd rate. Residents can voluntarily opt out of the program. As part of the aggregation program, the County will receive a Civic Contribution of \$4,167 per month, or \$50,000 per year.

Staff Recommendation:

Approval of an agreement extension with MC Squared for residential electric aggregation.

Attachments:

- Extended Term Agreement Amendment No. 1

EXTENDED TERM AGREEMENT AMENDMENT NO. 1

This Extended Term Agreement Amendment No. 1 (hereinafter the “ETA No. 1”), is entered as of this 16th day of September 2025 between the Kendall County, Kendall County, Illinois, an Illinois municipal corporation (hereinafter the “County”) and MC Squared Energy Services, LLC (hereinafter the “Supplier”) (each a “Party” and collectively, the “Parties”).

WHEREAS, Supplier and County are the Parties to a Master Power Supply Agreement dated October 17, 2023 and amended on September 16, 2025 hereinafter the “MPSA” which is hereby incorporated by reference).

WHEREAS, pursuant to the terms of the MPSA, including Section 5.1, the Parties mutually wish to extend the term of the MPSA.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree to replace Exhibit A with Amended Exhibit A to reflect the mutually agreed extended term of twenty-four (24) months.
2. The Parties agree that by executing this ETA No.1, Extended Term will last until December 2027, subject to future mutual extensions.
3. The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd’s Tariffed Service during the spring months of March through June and fall months of October through December.
4. Article 2.20 will remain “Power Supply Bid” means the bidding process conducted by Progressive Energy on behalf of the Municipality.”

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: Kendall County

Signed:

Signed:

Printed/Typed Name:

Printed/Typed Name:

Charles C. Sutton

Title:

Title:

President

Date: _____

Date: _____

Attest:

Signed:

Printed/Typed Name:

Sharon Alegado

Title:

Vice President, Sales and Marketing

Attest:

Signed:

Printed/Typed Name:

Title:

AMENDED EXHIBIT A

PRICE AND TERM

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES) including pending “with RES” status, and customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP).

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier Service or Tariffed Service as defined in Section 2.37 of the Agreement (i.e., ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price: Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

Termination Fee for Withdrawing Customers:

No Early Termination Fees - \$0 (zero) per utility account

Delivery Term: Twenty-four (24) months

December 2025 – December 2027

Percent of RECs:	Zero
Civic Contribution:	\$4,167 / Monthly

Supplier will provide a monthly \$4,167 civic contribution to the Municipality for the term of the agreement. The Civic Contribution will be payable to the Municipality within 30 days after the last meter read cycle of each delivery month (i.e. December 2025 payment would be paid in February 2026).

Supplier: MC Squared Energy Services, LLC

Municipality: Kendall County

Signed:

Signed:

Printed/Typed Name:

Printed/Typed Name:

Charles C. Sutton

Title:

Title:

President

Date: _____

Date: _____

Attest:

Signed:

Printed/Typed Name:

Sharon Alegado

Title:

Vice President, Sales and Marketing

Attest:

Signed:

Printed/Typed Name:

Title:

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



AUGUST

2025

Submitted by: Sheriff Dwight A. Baird

OPERATIONS DIVISION

POLICE SERVICES	August-23	August-24	July-25	August-25
Calls for Service	761	757	850	914
Police Reports	363	332	361	337
Total Arrests	137	143	163	128
Ordinance Citations Issued	2	1	1	0

TRAFFIC SERVICES				
Traffic Contacts	700	430	445	331
Traffic Citations Issued	329	182	219	136
DUI Arrests	6	6	9	8

TRAFFIC CRASH INVESTIGATIONS				
Property Damage	38	31	46	34
Personal Injury	14	8	16	19
Fatalities	0	1	0	0
TOTAL CRASH INVESTIGATIONS	52	40	62	53

VEHICLE USAGE				
Total Miles Driven by Sheriff's Office	64,357	67,153	59,100	55,890
Vehicle Maintenance Expenditures	\$3,777	\$11,618	\$6,978	\$5,166
Fuel Expenditures	\$16,913	\$16,112	\$14,497	\$13,782
Fuel Gallons Purchased	4,579	4,894	4,408	4,505
Squad Damage Reports	0	0	1	0

AUXILIARY DEPUTIES				
Ride-A-Long Hours	0	0	0	0
Auxiliary Hours	79	152	139	237
TOTAL AUXILIARY HOURS	79	152	139	237

EVIDENCE/PROPERTY ROOM				
New Items into Property Room	161	112	103	120
Disposal Orders Processed	30	35	58	28
Items Disposed Of	59	83	216	48
Items Sent to Crime Lab for Processing	5	18	10	8

INVESTIGATIONS/COPS ACTIVITIES				
Total Assigned Cases (Patrol/Invest)	16	33	28	21
Total Closed Cases (Patrol/Invest)	38	28	28	29
Total Open Cases (Patrol/Invest)	90	109	164	156
Community Policing Meetings/Presentations	31	36	20	20

Sex Offender / Violent Offenders Against Youth Registrations				
Sex Offender Registrations	11	12	10	6
Sex Offender - Address Verifications Completed	1	0	0	0
Sex Offender - Address Verification Attempted	2	0	0	0
Total # of Sex Offenders- Jurisdiction	34	33	34	30
Total # of Sex Offenders- Entire County	90	87	92	84
Violent Offenders Against Youth Registrations	3	2	2	0
VOAY - Address Verification Completed	0	0	0	0
VOAY - Address Verification Attempted	0	0	0	0
Total # of VOAY- Jurisdiction	7	6	9	9
Total # of VOAY- Entire County	23	26	30	26

RECORDS DIVISION

SHERIFF SALES	August-23	August-24	July-25	August-25
Sales Scheduled	10	8	5	7
Sales Cancelled	4	7	5	3
Sales Conducted	6	1	0	4
CIVIL PAPERWORK				
Papers Filed/Received	159	179	142	239
Papers Served/Executed	117	145	104	200
ORDERS OF PROTECTION				
OP Received	10	19	14	29
OP Prohibiting Firearms	4	2	1	2
OP Served	6	24	19	29
REPLEVINS/LEVY				
Replevin/Levy Scheduled	0	0	2	0
Replevin/Levy Conducted	0	0	1	0
SA, SUBPOENA & FOIA REQUESTS				
Electronic and Recording Copy Requests	96	73	79	75
Body/Dash Cam Requests	na	17	56	38
Accident Reports	21	12	20	22
Background Checks	22	20	30	29
Reports	72	69	69	93
Subpoenas	2	4	6	5
TOTAL REQUESTS	213	195	260	262
WARRANTS				
Total Warrants on File	1,363	1,060	1,137	1,085
New Warrants Issued	143	126	80	73
Total Warrants Served	177	122	116	111
Warrants Quashed	38	20	22	12
EVICCTIONS				
Evictions Scheduled for Month	13	10	10	11
Evictions Cancelled	4	8	4	6
Evictions Conducted	9	2	6	5
FEES				
Civil Process Fees	\$7,091	\$5,135	\$886	\$8,585
Sheriff Sales Fees	\$4,800	\$3,000	\$0	\$3,300
Records Fees/Fingerprinting	\$70	\$320	\$365	\$446
Bond Processing Fees	\$6,056	\$1,117	\$640	\$1,069
TOTAL FEES COLLECTED	\$18,016	\$9,572	\$1,891	\$13,400

CORRECTIONS DIVISION

JAIL POPULATION				
New Intake Bookings	190	213	264	261
Inmates Released	181	201	260	264
Federal Inmate ADP	15	6	5	4
Kendall County Inmate ADP	56	40	44	48
Other Jurisdictions Inmate ADP	4	15	6	6
Average Daily Population	75	61	55	58
ADP of inmates housed in other Jurisdictions	5	5	1	1

JAIL MEALS	August-23	August-24	July-25	August-25
Number of Meals Prepared Consolidated/Aramark	7,055	5,837	5,215	5,509
Price Per Meal	\$3.07	\$3.08	\$4.51	\$4.31

INMATE TRANSPORTS

To and From Kendall County Courthouse	54	50	57	42
Other County Court Transports	8	0	1	4
Out of County Prisoner Pickups	14	26	26	22
To I.D.O.C	4	3	0	1
Medical/Dental Transports	5	13	2	0
Court ordered medical transports	0	0	0	1
Juvenile To and From Youth Homes/Courts	10	13	6	10
Federal Transports	6	1	0	1
To and From Kane County Jail	14	11	1	4
TOTAL INMATE TRANSPORTS	115	117	93	85

INMATE WORK CREWS

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

REVENUE

Amount Invoiced for Inmates Housed for Other Juris.	\$2,325	\$23,100	\$12,948	\$10,842
Amount Invoiced for Federal Housing	\$42,780	\$17,112	\$13,708	\$11,408
Amount Invoiced for Federal Court Transport	\$2,380	\$580	\$538	\$890
Amount Invoiced for Federal Medical Transport	\$261	\$0	\$0	\$89
TOTAL INVOICED	\$47,746	\$40,792	\$27,194	\$23,228

MEDICAL BILLING

Medical Contractual Services	\$21,917	\$21,917	\$24,145	\$24,115
Prescriptions	\$1,541	\$1,353	\$826	\$0
Medical	\$1,505	\$138	\$110	\$21
Dental	\$0	\$0	\$0	\$0
Emergency Medical Services	\$88	\$235	\$0	\$121
Medical Supplies	\$743	\$548	\$124	\$298
TOTAL MEDICAL BILLING	\$25,793	\$24,191	\$25,204	\$24,555

Housing Expense

Kane County Jail	\$11,925	\$0	\$0	\$0
TOTAL HOUSING EXPENSE	\$11,925	\$0	\$5,100	\$0

COURT SECURITY

Entries	11,818	12,315	12,167	12,435
Items X-rayed	4,544	5,097	4,807	4,796
Bond Call - In Person	4	117	142	122
Bond Call - Video	54	0	0	0
Kendall Prisoners	81	62	39	43
Other Prisoners	22	23	22	23
Arrests made at Courthouse	23	19	31	13
Contraband Refused	59	59	56	46

ELECTRONIC HOME MONITORING

TOTAL DEFENDANTS ORDERED TO EHM	August-23	August-24	July-25	August-25
Juvenile	4	6	3	3
Adult	79	66	85	89
TOTAL PARTICIPANTS	83	72	88	92

Orders	August-23	August-24	July-25	August-25
Presentenced	74	68	83	87
Bischof	32	30	40	44
Post Sentenced	9	4	5	5

Days Defendants Served on EHM	August-23	August-24	July-25	August-25
Juvenile	124	160	83	81
Adult	2,225	1,868	2,303	2,386
TOTAL DAYS	2,349	2,028	2,386	2,467

EHM VIOLATIONS	August-23	August-24	July-25	August-25
Juvenile	0	0	0	0
Adult	7	10	8	7
TOTAL VIOLATIONS	12	10	8	7

COST vs. COLLECTIONS	August-23	August-24	July-25	August-25
Cost	\$6,178	\$5,334	\$6,275	\$6,488
Collected	\$2,054	\$7,060	\$7,347	\$9,175

KCSO TRAINING

CORRECTIONS DIVISION	August-23	August-24	July-25	August-25
NATURE OF TRAINING				
40 Hour Basic Investigation Skills				40
Basic First Aid				6
Beyond the Hiring Crisis				1
Bloodborne Pathogens NEOGov				3
Enhancing Work Relationships				2
LEADS LTFA				8
Lexipol DTB's				21
Lights, Action, Camera: First Amendment Auditors				2
PREA: Rights, Reporting & Retaliation				2
Report Writing for Patrol Officers				8
Rifle Qual				8
Security & Privacy LEADS				3
Use of Force & Restraints in Jails/Corrections				1
Use of Force: Decision Making & Judgement				17
Use of Force: Liability & Reasonableness				17
TOTAL HOURS	267.25	224.00	204.50	139.00

OPERATIONS DIVISION	August-23	August-24	July-25	August-25
NATURE OF TRAINING				
Annual Mandatory Firearms Quals				1
Anti-Bias for Policing: Part 1				2.25
BAO Recert				3
CourtSmart				19
Crisis Intervention/Disturbance Calls				10.5
Cybersecurity: Data Privacy & Safe Computing				2.5
FBI NA National Conference				8.5
Firearms Restraining Order Act Awareness				5
IDPH Naloxone				2
Illinois Notary Public				3.5
Laws of Arrest, Search, & Seizure for Supervisors				24
LEADS Re-Cert				4.5
Lexipol DTB's				20.25
Lights, Action, Camera: First Amendment Auditors				2
Cybersecurity: Data Privacy & Security				0.25
NEOGov Harassment				6
NEOGov Illinois Identity Protection Act				3
			118	

NHTSA Standardized Field Sobriety Tests	24
Officer Stress Management	1
Policy 315	5
PREA Your Role Responding to Sexual Abuse	4
Security & Privacy LEADS	3
Taser 10 Energy Weapon Online Work	64
Taser 10 In-House	368
Trauma Informed Response to Sexual Abuse/Assault	16
Truck Enforcement Certification	80

TOTAL HOURS	511.00	778.00	672.00	682.25
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COURT SECURITY	August-23	August-24	July-25	August-25
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NATURE OF TRAINING

Bloodborne Pathogens NEOGov	0.75
CourtSmart	3.5
LEADS Re-Cert	1.5
Lexipol DTB's	5.25
Security & Privacy LEADS	1.5
Use of Force: Decision Making & Judgement	5
Use of Force: Liability & Reasonableness	5

TOTAL HOURS	22.75	41.25	42.75	22.50
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ADMINISTRATION DIVISION	August-23	August-24	July-25	August-25
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NATURE OF TRAINING

CourtSmart	1
Cybersecurity Data Privacy & Safe Computing	0.5
KC Annual Unlawful Harassment	0.75
LEADS Re-Cert	1.5
Cybersecurity Data Privacy & Security	0.25
NEOGov Harassment	1
Illinois Identity Protection Act	0.5
Security & Privacy LEADS	1.5
Security & Privacy: Security Role	2

TOTAL HOURS	10.50	0.50	2.00	9.00
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AUXILIARY	August-23	August-24	July-25	August-25
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NATURE OF TRAINING

Lexipol			3.5	2.25	
	TOTAL HOURS	4.25	5.50	3.50	2.25

PART TIMERS	August-23	August-24	July-25	August-25
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NATURE OF TRAINING

CourtSmart	1.5
Crisis Intervention/Disturbance Calls	1.5
Firearms Restraining Order Act Awareness	1
Lexipol DTB's	2.25
Officer Stress Management	1
Taser 10 In-House	8

TOTAL HOURS	31.50	29.00	73.25	15.25
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Kendall County Clerk				
Revenue Report		8/1/25-8/31/25	8/1/24-8/31/24	8/1/23-8/31/23
Line Item	Fund	Revenue	Revenue	
CLKFEE	County Clerk Fees	\$699.50	\$648.50	\$649.00
MARFEE	County Clerk Fees - Marriage License	\$2,040.00	\$2,370.00	\$2,550.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00		\$30.00
ASSUME	County Clerk Fees - Assumed Name	\$35.00	\$20.00	\$30.00
CRTCOP	County Clerk Fees - Certified Copy	\$2,116.00	\$1,716.00	\$1,822.00
MISINC	County Clerk Fees - Misc	\$67.50	\$53.75	\$28.00
	County Clerk Fees - Misc Total	\$4,988.00	\$4,808.25	\$5,109.00
RECFEE	County Clerk Fees - Recording	\$25,466.00	\$23,384.00	\$24,258.00
	Total County Clerk Fees	\$30,454.00	\$28,192.25	\$29,367.00
CTYREV	County Revenue	\$61,248.75	\$60,623.75	\$51,965.00
DCSTOR	Doc Storage	\$22,998.38	\$20,557.54	\$14,041.00
GISMAP	GIS Mapping	\$46,290.00	\$42,960.00	\$44,640.00
GISRCD	GIS Recording	\$6,903.75	\$6,518.50	\$2,976.00
INTRST	Interest	\$130.31	\$90.69	\$87.79
RECMIS	Recorder's Misc	\$779.00	\$3,351.00	\$5,271.25
RHSP	RHSP/Housing Surcharge	\$25,182.00	\$23,346.00	\$23,364.00
TAXCRT	Tax Certificate Fee	\$760.00	\$560.00	\$440.00
TAXFEE	Tax Sale Fees	\$0.00	\$30.00	\$0.00
PSTFEE	Postage Fees	\$151.25		
CK # 20046	To KC Treasurer	\$194,897.44	\$186,229.73	\$172,152.04
Death Certificate Surcharge sent from Clerk's office \$1016.00 ck # 20044				
Dom Viol Fund sent from Clerk's office \$345.00 ck 20045				

Office of Jill Ferko

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

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES AS OF MONTH END 08/31/2025

<u>REVENUES*</u>	Annual <u>Budget</u>	2025 YTD <u>Actual</u>	2025 YTD% <u>%</u>	2024 MTD <u>Actual</u>	2024 MTD <u>%</u>
Personal Property Repl. Tax	\$650,000	\$381,164	58.64%	\$542,162	59.25%
State Income Tax	\$3,640,768	\$3,352,055	92.07%	\$3,129,077	97.52%
Local Use Tax	\$810,000	\$271,595	33.53%	\$570,090	70.38%
State Sales Tax	\$700,000	\$746,112	106.59%	\$638,671	106.45%
County Clerk Fees	\$300,000	\$210,887	70.30%	\$188,715	53.92%
Circuit Clerk Fees	\$1,310,000	\$1,108,535	84.62%	\$985,566	98.56%
Fines & Foreits/St Atty.	\$310,000	\$268,628	86.65%	\$342,731	131.82%
Building and Zoning	\$100,000	\$91,779	91.78%	\$94,748	111.47%
Interest Income	\$800,000	\$1,482,802	185.35%	\$1,814,518	279.16%
Health Insurance - Empl. Ded.	\$1,398,187	\$1,084,506	77.57%	\$1,063,195	64.66%
1/4 Cent Sales Tax	\$3,906,000	\$3,177,127	81.34%	\$2,768,871	84.42%
County Real Estate Transf Tax	\$450,000	\$432,727	96.16%	\$446,403	99.20%
Federal Inmate Revenue	\$201,480	\$170,844	84.79%	\$219,420	43.56%
Sheriff Fees	\$121,765	\$74,151	60.90%	\$93,149	86.85%
TOTALS	\$14,698,200	\$12,852,914	87.45%	\$12,897,316	93.03%
Public Safety Sales Tax	\$8,000,000	\$5,774,135	72.18%	\$4,956,041	61.95%
Transportation Sales Tax	\$8,000,000	\$5,774,135	72.18%	\$4,956,041	61.95%

****All Accruals for FY24 have been completed at this time. So these figures are where we currently stand for FY2025**

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

EXPENDITURES

All General Fund Offices/Categories

\$39,451,847	\$25,986,051	65.87%	\$18,100,581	121 49.61%
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**Office of the Kendall County Coroner
Jacquie Purcell**

**Monthly Report
August 2025**

* In August there were 22.5 hours of community service served at the Kendall County Coroner's Office.

* Chief Deputy Gotte continued and assisted as an Advisor with the Kendall County Youth Law Enforcement Academy.

* In August, the Kendall County Coroner's Office collected:

Medications: 96.8 lbs.

SHARPS: 93.81 lbs.

Deaths Report to the M.E.		Deaths Investigations	
August 2025	38	August 2025	6
YTD	290	YTD	47

MEI Scene Investigations		Postmortem Examinations	
August 2025	4	August 2025	1
YTD	46	YTD	17

Manner of Death						
	Natural	Accident	Suicide	Homicide	Undetermined	Pending
August 2025	32	3	3	0	0	0
YTD	261	14	12	0	2	1

Cremation Permits Issued	
August 2025	22
YTD	189

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2025-0255	Natural	Cardiac-Hypertension	01-15-1930	08-01-2025	None	No
2025-0256	Accident	Fall-Standing Height	07-30-1928	08-01-2025	None	No
2025-0257	Natural	Dementia-Alzheimers	09-25-1931	08-02-2025	None	No
2025-0258	Natural	Cardiac-ASCVD-IHD and Hypertension	02-05-1928	08-03-2025	None	No
2025-0259	Natural	Neoplasm/Cancer	03-30-1944	08-05-2025	None	No
2025-0260	Natural	Nervous System	07-27-1937	08-05-2025	None	No
2025-0261	Natural	Cardiac-ASCVD-IHD	03-06-1929	08-06-2025	None	No
2025-0262	Natural	Cardiac	01-08-1941	08-07-2025	None	No
2025-0263	Natural	Dementia-Alzheimers	04-13-1942	08-07-2025	N/A	No
2025-0264	Natural	Neoplasm/Cancer	04-05-1950	08-08-2025	None	No
2025-0265	Natural	Neoplasm/Cancer	01-25-1949	08-11-2025	None	No
2025-0266	Natural	Cardiac	06-03-1937	08-12-2025	None	No
2025-0267	Natural	Cardiac-Infarct NOS	05-04-1965	08-12-2025	None	No
2025-0268	Natural	Dementia-Alzheimers	04-05-1933	08-13-2025	None	No
2025-0269	Natural	Nonspecific Natural	05-19-1977	08-14-2025	None	No
2025-0270	Natural	Dementia-Alzheimers	10-28-1935	08-15-2025	None	No
2025-0271	Natural	Cardiac-Infarct NOS	06-02-1932	08-15-2025	None	No
2025-0272	Natural	Neoplasm/Cancer	02-25-1962	08-16-2025	None	No
2025-0273	Suicide	Asphyxia-Strangulation-Hanging	02-01-1985	08-16-2025	None	Yes
2025-0274	Natural	Neoplasm/Cancer	10-24-1956	08-17-2025	None	No
2025-0275	Natural	Hepatic/Liver Failure	09-20-1957	08-19-2025	None	No
2025-0276	Natural	Dementia-Alzheimers	02-11-1938	08-20-2025	None	No
2025-0277	Natural	Neoplasm/Cancer	04-30-1930	08-20-2025	None	No
2025-0278	Natural	Neoplasm/Cancer	05-28-1983	08-23-2025	None	No
2025-0279	Natural	Dementia-Alzheimers	07-04-1947	08-23-2025	None	No
2025-0280	Natural	Nervous System	05-16-1946	08-23-2025	None	No
2025-0281	Accident	MVCrash-Motorcyclist Driver	11-19-1993	08-23-2025	Toxicology	Yes
2025-0282	Suicide	Gun-Handgun	03-14-1989	08-24-2025	Full	Yes
2025-0283	Natural	Neoplasm/Cancer	06-25-1958	08-25-2025	None	No
2025-0284	Natural	Neoplasm/Cancer	01-12-1948	08-25-2025	None	No
2025-0285	Accident	Fall	04-05-1939	08-25-2025	None	No
2025-0286	Natural	Pulmonary-COPD	06-13-1954	08-26-2026	None	No
2025-0287	Natural	Renal Disease	02-25-1960	08-26-2025	None	No
2025-0288	Natural	Dementia-Alzheimers	05-27-1936	08-27-2025	None	No
2025-0289	Natural	Dementia-Alzheimers	01-02-1935	08-28-2025	None	No
2025-0290	Natural	Nervous System	09-04-1950	08-28-2025	None	No

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2025-0291	Suicide	Gun-Handgun	10-15-1964	08-31-2025	None	Yes
2025-0292	Natural	Cardiac	08-21-1960	08-31-2025	None	No

Grundy County Office
1320 UNION STREET
MORRIS, IL
815.941.3247



Kendall County Office
109 W RIDGE STREET
YORKVILLE, IL
630.553.4168

September 3, 2025

Mrs. Burns and Mrs. Kucharz,

In accordance with Illinois School Code section 105 ILCS 5/3-5, I would like to report under affirmation to the County Board a list of acts as county superintendent for the quarter from June 1, 2025 – August 31, 2025.

Sincerely,

Meghan S Martin
Regional Superintendent of Schools

Office Activity

Activity Completed	Number	Activity Completed	Number
School Bus Driver Class Trainings	15	Registrations for testing at the Professional Training and Testing center	467
School Bus Drivers Trained	473	Parapro Tests Issued	0
Fingerprints submitted at both offices(Grundy/Kendall)	1095	Truancy Hearings completed between both offices (Grundy/Kendall)	0
Phone calls taken	1559	School District Compliance Visit	5
Walk in patrons served	1859	School Building Health Life Safety Inspections and Occupancy Walk through	5

Quarter Activity – June 2025

Date:	Activity Completed
01	<ul style="list-style-type: none"> Tour Mooseheart with probation dept.
03	<ul style="list-style-type: none"> Truancy Court - Kendall Held Inaugural Grundy/Kendall Safety and Security Meeting – Minooka Intermediate
04	<ul style="list-style-type: none"> Department Head Quarterly Meeting – Kendall Co.
06	<ul style="list-style-type: none"> PAASSS Meeting Complete TAOEP RFP
09	<ul style="list-style-type: none"> IARSS Legislative Wrap Up meeting Zoom meeting with Professional Development Staff
10	<ul style="list-style-type: none"> Area 1 Meeting
17	<ul style="list-style-type: none"> Kendall County Board Meeting
18	<ul style="list-style-type: none"> Grundy County Special Education Coop (GCSEC) Meeting Compliance Visit – South Wilmington Grade School

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	<ul style="list-style-type: none"> Compliance – Gardner Grade School
20	<ul style="list-style-type: none"> Truancy Staff member meeting Court – Truancy - Kendall
23	<ul style="list-style-type: none"> Compliance Visit – Coal City School District Compliance Visit – Oswego School District
24	<ul style="list-style-type: none"> Threat Assessment Training - Grundy
25	<ul style="list-style-type: none"> Compliance Visit – Yorkville 115
26	<ul style="list-style-type: none"> L3 (Ladies who Lead and Learn) Meeting – Minooka Admin Center
21	<ul style="list-style-type: none"> ALOP Summitt – West 40 - Maywood
30	<ul style="list-style-type: none"> Professional Development fees meeting

Quarter Activity – July 2025

Date:	Activity Completed
1	<ul style="list-style-type: none"> Oswego Chamber of Commerce New Member Coffee Court – Truancy - Kendall
2	<ul style="list-style-type: none"> Complete Grant Periodic Reporting
3	<ul style="list-style-type: none"> Meeting with Yorkville 115 – Kendall Co.
7	<ul style="list-style-type: none"> IARSS – Bloomington (& travel to)
8	<ul style="list-style-type: none"> IARSS Bloomington
9	<ul style="list-style-type: none"> IARSS Bloomington (& travel home)
10	<ul style="list-style-type: none"> Kendall County Health Dept Strategic Planning Meeting – Whitetail Ridge - Yorkville
11	<ul style="list-style-type: none"> PAASSS meeting – Yorkville Submit RSSP Grant
14	<ul style="list-style-type: none"> Non-Public School Compliance Visit – St. Mary's Plano
15	<ul style="list-style-type: none"> Kendall Co. Board Meeting
16	<ul style="list-style-type: none"> GCSEC Board Meeting

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	<ul style="list-style-type: none"> Opioid Committee Meeting - Grundy
18	<ul style="list-style-type: none"> Meet with Premier Interim Principal
22	<ul style="list-style-type: none"> Kendall ROE Ribbon Cutting ceremony Superintendents meeting – City of Morris
29	<ul style="list-style-type: none"> Visit Dist. 54 – Summer Days with the Superintendent
31	<ul style="list-style-type: none"> Meeting with SRO and City of Morris – Public Works Building

Quarter Activity – August 2025

Date:	Activity Completed
5	<ul style="list-style-type: none"> National Night Out – Kendall County
6	<ul style="list-style-type: none"> Meeting at Premier Academy Meeting at Old Post
7	<ul style="list-style-type: none"> SD308 Attendance Collaboration Meeting ISBE/IARSS Monthly Meeting Education/Personnel Meeting Saratoga – Occupancy walk through
8	<ul style="list-style-type: none"> Y115 Temp Structures Occupancy Walkthrough
11	<ul style="list-style-type: none"> MVK – Inspection/Walkthrough Millbrook Jr. High – Inspection/Walkthrough
12	<ul style="list-style-type: none"> IARSS – Innovation Training – Virtual Area 1 Meeting – Joliet Grundy County Board Meeting
15	<ul style="list-style-type: none"> Meeting with Grundy Admin staff
19	<ul style="list-style-type: none"> Kendall Co. Board Meeting GCSEC Board Meeting
20	<ul style="list-style-type: none"> Kendall County Strategic Plan Focus Group – Community Services
21	<ul style="list-style-type: none"> TREES Meeting – Joliet Opioid Committee meeting – Grundy Newark – Occupancy inspection
25	<ul style="list-style-type: none"> G/K Safety and Security Meeting – Zoom

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	<ul style="list-style-type: none"> • Oswego East – PAC Evacuation Area meeting • ROE/ISC Learning Partners Meeting - Zoom
26	<ul style="list-style-type: none"> • Area 1 Safety Meeting – Yorkville • Juvenile Justice Executive Committee Meeting – Kendall • Juvenile Justice Committee Meeting – Kendall • Yorkville 115 Public Community Forum
28	<ul style="list-style-type: none"> • PAASSS/IRIS Quarterly Meeting



Sign up for the ROE 24 Monthly Newsletter: Building Blocks -

Keep an eye out for the updated www.roe24.org website as well!

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

From: Jason D. Majer, Kendall County Public Defender

KCBoard@kendallcountyil.gov
 dgillette@kendallcountyil.gov

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

AS OF SEPTEMBER 2025

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>K. GUSTAFSON</u>	<u>R.LANCILOTI</u>	<u>B.KROEGER</u>	<u>S. HOLLMEYER</u>	<u>New Files</u>	<u>TOTAL</u>
Criminal Felony:	142	193	237			88	177	
Class M-	4							
Class X-	3	27	2					
Class 1-	6	13	8					
Class 2-	46	55	53					
Class 3-	32	36	75			44		
Class 4-	50	60	95			44		
MX/SVP/Post C.:	1	2	4				1	
Criminal CM:	23	21	67	51	36	75	44	
Criminal DUI/DT:	11	2	4	25	26	16	22	
Criminal DV:	20	11	4	58	40	58	16	
Traffic Offenses (TR):	10	33	39	92	14	109	14	
Traffic Offenses (MT):	20	7	14	157	117	196	154	
Juvenile JA/Truancy JV:			8	90	121	101	51	

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>K. GUSTAFSON</u>	<u>R.LANCILOTI</u>	<u>B.KROEGER</u>	<u>S. HOLLMEYER</u>	<u>New Files</u>	<u>TOTAL</u>
Juvenile JD:			1	61	23	27	16	
Class X-					1	5		
Class 1-				2	1	2		
Class 2-				14	1	5		
Class 3-				13	4	4		
Class 4-			1	8	2	2		
CM-				24	14	9		
Criminal Contempt:								
Civil Law/Other:								
Conditions Call Only:							32	
Total Open/SEP-25:	226	267	374	534	381	670		2,452
Total Open/AUG-25:	231	267	444	520	397	591		2,449
Total Closed/AUG-25:	126	50	93	58		86		413
Total New Files-AUG-25:	38	98	92	112	40	115		495



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 9/16/2025
Subject: CASA Lease Renewal
Prepared by: Christina Burns, County Administrator
Department: Administration

Action Requested:

Approval of a Lease Agreement with Court Appointed Special Advocates

Board/Committee Review:

NA

Fiscal impact:

NA

Background and Discussion:

Court Appointed Special Advocates (CASA) currently leases space in the Health Department from the County. This lease relocates their current space to the Kendall County Courthouse in two second-floor offices constructed as part of the recent space build out. The lease keeps the payment terms the same at \$400 per month. The County and CASA maintain a separate memorandum of understanding that provides payment to CASA in the amount of \$400 per month, and waives the requirement to make a rent payment if such contribution is not made.

The lease was established for a shorter term due to ongoing facilities space evaluations. The County would work with CASA to determine needs and available space ahead of the lease expiration and in coordination with the facilities renovation programming plan at that time.

Staff Recommendation:

Approval of a Lease Agreement with Court Appointed Special Advocates (CASA) for a term of September 8, 2025 through November 30, 2026.

Attachments:

2025 Lease Agreement between Kendall County and Court Appointed Special Advocates

**2025 LEASE AGREEMENT BETWEEN KENDALL COUNTY,
ILLINOIS AND THE KENDALL COUNTY COURT APPOINTED
SPECIAL ADVOCATE**

This Lease Agreement (Lease) is made and entered into as of Sept 4, 2025, (the Effective Date), by and between the Landlord, the County of Kendall (hereinafter referred to as "County") and the Tenant, the Kendall County Court Appointed Special Advocate (hereinafter referred to as "CASA").

1. PREMISES

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as "Landlord") hereby leases to CASA (hereinafter referred to as "Tenant") and CASA hereby leases from the County the premises, being the office numbers 213 and 213 located on the second floor of the Kendall County Courthouse, located at 807 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately one hundred and eighty (180) square feet (hereinafter referred to as "Premises"), for the purpose of CASA recruiting, training and supporting volunteer advocates to effectively speak to the best interests of abused, neglected and dependent children in Kendall County's juvenile court system. Said Premises are shown on Exhibit A, attached hereto and excludes all Common Areas, as defined herein.

1.2 Landlord expressly reserves (a) the use of the exterior front, rear and side walls and roof of the Premises and the use of any space between the ceiling of the Premises and the floor above or the roof of the Building(s), and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant's use of the Premises).

2. TERM

2.1 Term. The Term of this Lease shall be for the period of Sept 8, 2025, and terminating on November 30, 2028. "Lease Term" or "Term" shall mean the Term.

2.2 Renovation of Premises by Landlord. The parties agree that that Landlord will not perform any renovation work to the premises prior to the tenant taking possession. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant's intended purposes as of the date thereof, that Tenant accepts the condition of the Premises.

2.3 Termination of Lease Agreement. Either party may terminate this Lease upon sixty (60) day written notice to the other party. All obligations outstanding at that time of termination shall survive the Lease. Both parties may agree in writing to termination of the Lease and waive the sixty (60) day written notice requirement

3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount equivalent to \$4,800.00 per year, for the period of October 1, 2025 to November 30, 2028. Tenant shall make monthly rental payments in the amount of \$400.00, each full payment shall be made by the first day of the month, with the first payment being made October 1, 2025.

3.2 Security Deposit. No security deposit will be required as part of this lease.

3.3 Fair Market Value. The Landlord and Tenant agree that the rental amount set forth in section 3.1 constitutes the fair market value for rental of the premise.

4. PROPERTY

4.1 The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixtured items, purchased by the Tenant or the Landlord, either prior to or during the term of this Lease, shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premise at the termination of this Lease, unless otherwise agreed to in writing by the parties. Tenant specifically waives any claim of damage against the Landlord for any property damaged as a result of an act of nature including but not limited to lightning strikes and floods. Landlord is not responsible for providing any personal property, equipment, furniture or other non-fixtured items to the Tenant. Tenant is allowed to use furniture within the designated areas and common areas, such as desks, tables, and chairs for their intended purposes, which are the property of the Landlord. Said furniture shall remain the property of the Landlord.

5. COMMON AREA.

5.1 Common Area. "Common Area" is defined as all areas and facilities within the Courthouse not appropriated to the occupancy of Tenant (The area of occupancy of the Tenant is shown in Exhibit A), and facilities, utilities, or equipment outside the Courthouse which serve the Courthouse or any other County facility or property, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities, and all other areas for nonexclusive use in the Courthouse that may from time to time exist. Common Areas shall include the roofs and exterior walls of the building in the Courthouse, all utility systems, heating, ventilating, and cooling systems, and sewer laterals.

5.2 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Courthouse and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal; any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

5.3 Control of the Common Area. Landlord and the Kendall County Sheriff's Office shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Courthouse without Tenant's consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Sheriff's Office for the Courthouse. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common Area. Common Areas

shall be used by Tenant and its employees, agents, representatives, licensees, and invitees only for normal activities: parking, ingress, and egress to and from the Premises and Courthouse. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use public restrooms throughout the facility. In addition, the Tenant is allowed access to conference rooms and training rooms with approval of Landlord and subject to their rules and regulations.

6. REAL PROPERTY TAXES

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

7. INSURANCE; INDEMNITY; SUBROGATION

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord and any parties designated by Landlord as additional insures. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, October 1, 2025 and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant's coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant's insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

7.2 Tenant's Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Courthouse. As of the Term Commencement Date, such insurance shall provide coverage for and shall be in the amount of not less than \$2,000,000.00 per occurrence for bodily injury, including death, and person injury, \$1,000,000.00 per occurrence property damage insurance. Tenant's coverage shall be primary insurance as respects Landlord, its officers, agents, and employees. Any insurance or self-insurance maintained by Landlord shall be excess of the Tenant's insurance and shall not contribute with it. Coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

7.3 Tenant's Other Insurance. Tenant shall maintain special form property coverage, with sprinkler leakage, vandalism, and malicious mischief endorsements on all of Tenant's fixtures, including tenant improvements and betterments, equipment, and personal property on the Premises, in an amount not less than 100 percent of their full guaranteed replacement value, the proceeds of which shall, as long as the Lease is in effect, be used for the repair or replacement of the property so insured. Tenant shall maintain workers' compensation insurance in accordance with the laws of the State of Illinois in which the Premises are located and employer's liability insurance with a limit of not less than \$1,000,000.00 each accident.

7.4 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

7.5 Indemnification and Waiver by Tenant. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord, its officers, directors, and employees nor Landlord's employees, agents, representatives, and contractors, and each of their successors and assigns (each, "Landlord Party" and collectively "Landlord Parties") shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend with counsel of Landlord's choosing, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees (collectively referred to herein as "Claims") arising from or relating to (a) Tenant's use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant's agents, employees, officers, directors, contractors, and invitees (each, "Tenant Party" and collectively "Tenant Parties"), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Landlord Parties pursuant to this Section of the Lease unless the attorney has been approved in writing by the Kendall County State's Attorney. The Landlord Parties' participation in their defense shall not remove Tenant's duty to indemnify, defend, and hold the Landlord Parties harmless, as set forth above. The Landlord Parties do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. The terms of the indemnification by Tenant set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease.

8. USE

8.1 The Premises shall be used for CASA to recruit, train and support volunteer advocates to effectively speak to the best interests of abused, neglected and dependent children in Kendall County's juvenile court system during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party.

8.2 Landlord has the authority to make modification and improvements to the Courthouse, including the Premises, as deemed necessary to accomplish its statutory functions.

8.3 Access to the Premises by the Tenant shall be limited to the normal business hours of the Courthouse for general public access.

9. MAINTENANCE, REPAIRS, ALTERATIONS

9.1 **Tenant's Obligations.** Subject to the foregoing, Tenant shall keep and maintain the Premises in good condition.

9.2 **Landlord's Obligations.** Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Courthouse including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

9.3 **Surrender.** Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant's fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

9.4 **Alterations.** Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by Landlord prior to any repairs or alterations.

9.5 **Cleaning.** The Landlord agrees to continue to provide for the general cleaning and maintenance of the Premises and the removal of trash from the Premises, including all associated costs.

9.6 **Technical Support.** Tenant is responsible, at its own cost, to provide any technical or mechanical support to repair or replace any electrical, mechanical, or computer equipment purchased by Tenant for use on said Premise.

10. UTILITIES

10.1 **Obligation to Pay.** Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term, with the exception of telephone lines dedicated specifically for handling CASA telephone calls, which shall be paid by the Tenant.

10.2 **Standard Use.** Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Tenant agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same.

10.3 **Landlord's Responsibility.** Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Courthouse. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers.

11. MECHANICS LIENS

11.1 Tenant shall keep the Premises and the Courthouse free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall defend Landlord with counsel of Landlord's choosing, indemnify and save Landlord free and harmless from and against any claims arising from or relating to the same.

12. DEFAULTS, REMEDIES

12.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter rectify and cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease; or (d) if Tenant files a petition or institutes any proceedings under the Bankruptcy Code.

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises, recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises. (Landlord shall provide written notice to Tenant at the time Landlord believes it has the right contained in 12.2(c).)

12.3 At the termination of the Lease Term, by lapse of time or otherwise, Tenant will yield immediate possession of the Premises to the Landlord in good condition and repair, ordinary wear excepted, and will return any keys or access cards therefore to the Landlord.

12.4 If Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to 125% (one hundred twenty-five percent) of the Rent prorated for the number of days of such holding over. In addition, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. The provisions of this section shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any Rent or other act in apparent agreement of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

13. DESTRUCTION

13.1 Landlord's Option to Terminate. In the event of a casualty causing damage to the Premises or Courthouse that cannot be repaired within ninety (90) calendar days from the date of damage or destruction, either Landlord or Tenant may terminate this Lease as of the date of the damage, upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement of the Rent amounts owed unless and until the parties agree in writing on the amount thereof.

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under 13.2, Landlord's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14. SIGNS AND DISPLAYS

14.1 Tenant shall not erect or install in, on, or about the Premises any exterior or interior signs or advertising media, or window or door lettering or placards, without Landlord's consent. All such signs shall comply with all applicable laws and ordinances.

15. COMPLIANCE WITH LAWS

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior, or mechanical, electrical, or plumbing systems of the building, then such work shall be performed by Landlord, and Tenant shall reimburse Landlord the cost thereof within 30 days after receipt of billing.

15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises.

16. RIGHT OF ENTRY

16.1 Landlord, the Kendall County Sheriff's Office, and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

17. WAIVERS

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

18. ATTORNEY'S FEES

18.1 If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

19. LIMITATION ON LIABILITY

19.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, covenants and agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

20. NOTICES

20.1 Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. A copy of any notice to Landlord shall be sent to the Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request; or (c) personal delivery. All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.

21. MISCELLANEOUS

21.1 Cumulative Remedies. No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

21.2 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21.3 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation,

Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

21.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control. 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.

21.5 Successors and Assigns. All of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Lease without the other party's prior written consent.

21.6 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

21.7 Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

21.8 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified.

21.9 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

21.10 Authority. Each party represents and warrants that their representative whose signature appears below have the power and authority to enter into this Lease and to obligate the party to the term of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD:

Chairman

TENANT:


Executive Director

Address of Landlord:

807 West John Street
Yorkville, IL 60560

Address of Tenant:

807 West John Street
Yorkville, IL 60560

EXHIBIT A
DEPICTION OF PREMISES
[See attached Second Floor Plan]

Kendall County Courthouse
2nd Floor
CASA Space
Office 213 and 212



Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 9/16/2025

Subject: Approval of Petition 25-09, Proposed Map Amendment Rezoning a Portion of 14874 Brisbin Road from A-1 to R-1

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of a Request from Irma Loya Quezada for a Map Amendment Rezoning the Northwest Corner of 14874 Brisbin Road, Minooka, (PIN: 09-18-300-018) in Seward Township from A-1 Agricultural District to R-1 One Family Residential District

Previous Board/Committee Review:

ZPAC-Forward (6-0-4) on August 6, 2025

Kendall County Regional Planning Commission-Forward (5-4-1) on August 27, 2025

Kendall County Zoning Board of Appeals-Approval (4-1-2) on September 2, 2025

Planning, Building and Zoning Committee-Approval (5-0) on September 8, 2025

Fiscal impact:

N/A

Background and Discussion:

The record for the Petition can be found here,

<https://www.kendallcountyil.gov/home/showpublisheddocument/33386/638912806842270000>.

The northern parcel outlined in purple on the following page is the subject of this map amendment.



Staff Recommendation:

Approval

Attachments:

Proposed Ordinance

ORDINANCE NUMBER 2025-_____

**MAP AMENDMENT FOR APPROXIMATELY THREE POINT TWO ACRES OF LAND AT
THE NORTHWEST CORNER OR 14874 BRISBIN ROAD (PORTION OF PIN: 09-18-300-018)**

IN SEWARD TOWNSHIP

Rezone from A-1 to R-1

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

WHEREAS, the southwest approximately 3.0 more or less acres of the property which is the subject of this Ordinance was rezoned to R-1 One Family Residential in 2022 by Ordinance 2022-15 while the balance of the property remained located within the A-1 Agricultural Zoning District; and

WHEREAS, the subject property is currently owned by Irma Loya Quezada and shall hereinafter be referred to as “Petitioner”; and

WHEREAS, the portion of the property that is subject to this Map Amendment consists of approximately 3.2 more less acres and is located on the northwest corner of the property addressed as 14874 Brisbin Road, Minooka and is identified by Parcel Identification Number 09-18-300-018, in Seward Township. The legal description for the subject property is set forth in Exhibit A as “Tract A” attached hereto and incorporated by reference, and is identified as “Tract A” on the Zoning Plat attached hereto and incorporated by reference as Exhibit B, and this property shall hereinafter be referred to as “the subject property”; and

WHEREAS, on or about July 22, 2025, Petitioner’s representative filed a petition for a Map Amendment rezoning the subject property from A-1 Agricultural District to R-1 One Family Residential District; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on August 14, 2025, and following due and proper notification to the Village of Plattville on or about August 11, 2025, and following due and proper notification to Seward Township on or about August 11, 2025, and following due and proper notification to the property owners of record of properties located within five hundred feet of the subject property on or about August 11, 2025, the Kendall County Zoning Board of Appeals conducted a public hearing on September 2, 2025, at 7:00 p.m., in the Historic Courthouse at 110 W. John Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested Map Amendment and 1 member of the public testified in favor of the proposal, 5 members of the public testified in opposition of the proposal and 1 member of the of public expressed concerns regarding the requested Map Amendment; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the Map Amendment as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated September 2, 2025, a true and correct copy of which is attached hereto as Exhibit C; and

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

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

State of Illinois
County of Kendall

Zoning Petition
#25-09

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

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

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

IN WITNESS OF, this ordinance has been enacted by a supermajority vote of the Kendall County Board and is effective this 16th day of September, 2025.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

July 10, 2024

LEGAL DESCRIPTIONS OF IRMA LOYA QUEZADA REZONING TRACTS:

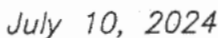
LEGAL DESCRIPTION OF TRACT TO BE REZONED – TRACT A:

That Part of the West Half of the Southwest Fractional Quarter of Section 18, Township 35 North, Range 8 East of the Third Principal Meridian described as follows:
Commencing at the Northwest Corner of said Southwest Fraction Quarter; thence Southerly, along the West Line of said Southwest Fractional Quarter, 1548.37 feet for the point of beginning; thence Southerly, along said West Line, 249.85 feet; thence Easterly, perpendicular to said West Line, 554.0 feet; thence Northerly, perpendicular to the last described course, 253.51 feet to a line drawn Easterly from the point of beginning which is parallel with said North Line of said Southwest Fractional Quarter; thence Westerly, along said North Line, 554.01 feet to the point of beginning in Seward Township, Kendall County, Illinois.

LEGAL DESCRIPTION OF TRACT TO BE REZONED – TRACT B:

That Part of the West Half of the Southwest Fractional Quarter of Section 18, Township 35 North, Range 8 East of the Third Principal Meridian described as follows:
Commencing at the Northwest Corner of said Southwest Fraction Quarter; thence Southerly, along the West Line of said Southwest Fractional Quarter, 2399.05 feet for the point of beginning; thence Easterly, perpendicular to said West Line, 550.08 feet; thence Southerly, perpendicular to the last described course, 254.17 feet to the South Line of said Southwest Fractional Quarter; thence Westerly, along said South Line, 550.08 feet to the Southwest Corner of said Southwest Fractional Quarter; thence Northerly, along the West Line of said Southwest Fractional Quarter, 253.18 feet to the point of beginning, in Seward Township, Kendall County, Illinois.

Exhibit A



That Part of the West Half of the Southwest Fractional Quarter of Section 18, Township 35 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the Northeast Corner of said Southwest Fractional Quarter; thence Southerly, along the West Line of said Southwest Fractional Quarter, 2399.05 feet for the point of beginning; thence Easterly, perpendicular to said West Line, 550.03 feet; thence Southerly, perpendicular to the last described course, 254.17 feet to the South Line of said Southwest Fractional Quarter; thence Westerly, along said South Line, 550.08 feet to the Southwest Corner of said Southwest Fractional Quarter; thence Southerly, along said South Line, 550.08 feet to the point of beginning. In Seward Township, Kendall County, Illinois.

1107B South Bridge Street
Yorkville, Illinois 60560
Telephone (630)553-1580

Exhibit C

The Kendall County Zoning Board of Appeals held a public hearing on the Petition 25-09 on September 2, 2025. On September 2, 2025, the Kendall County Zoning Board of Appeals issued the following findings of fact by a vote of five (5) in favor and zero (0) in opposition. The same day, the Kendall County Zoning Board of Appeals issued the following recommendation by a vote of four (4) in favor and one (1) in opposition. Member Cherry voted against the recommendation. Members LeCuyer and Prodehl were absent.

FINDINGS OF FACT-MAP AMENDMENT

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

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned R-1, A-1, or A-1 SU for the sale of agricultural products, art, pottery, and home décor not produced on the premises.

The suitability of the property in question for the uses permitted under the existing zoning classification. The property is presently mostly zoned A-1 with the southwest corner zoned R-1. The agricultural housing allocations for the subject property have already been used and no new single-family homes can be constructed on the subject property without a map amendment and division of the property.

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

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Future Land Use Map in the Land Resource Management Plan classifies this property as Rural Estate Residential. The R-1 One Family Residential District is consistent with the Rural Estate Residential classification.

RECOMMENDATION

Approval



Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 9/16/2025

Subject: Approval of Petition 25-10, Proposed Map Amendment Rezoning a Portion of 14918 Brisbin Road from A-1 to R-1

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of a Request from Irma Loya Quezada for a Map Amendment Rezoning the Southwest Corner of 14918 Brisbin Road, Minooka, (PIN: 09-18-300-019) in Seward Township from A-1 Agricultural District to R-1 One Family Residential District

Previous Board/Committee Review:

ZPAC-Forward (6-0-4) on August 6, 2025

Kendall County Regional Planning Commission-Forward (5-4-1) on August 27, 2025

Kendall County Zoning Board of Appeals-Denial (3-2-2) on September 2, 2025 (4 Affirmative Votes are Needed to Recommend in Favor of the Applicant.)

Planning Building and Zoning Committee-Denial (0-5) on September 8, 2025

Fiscal impact:

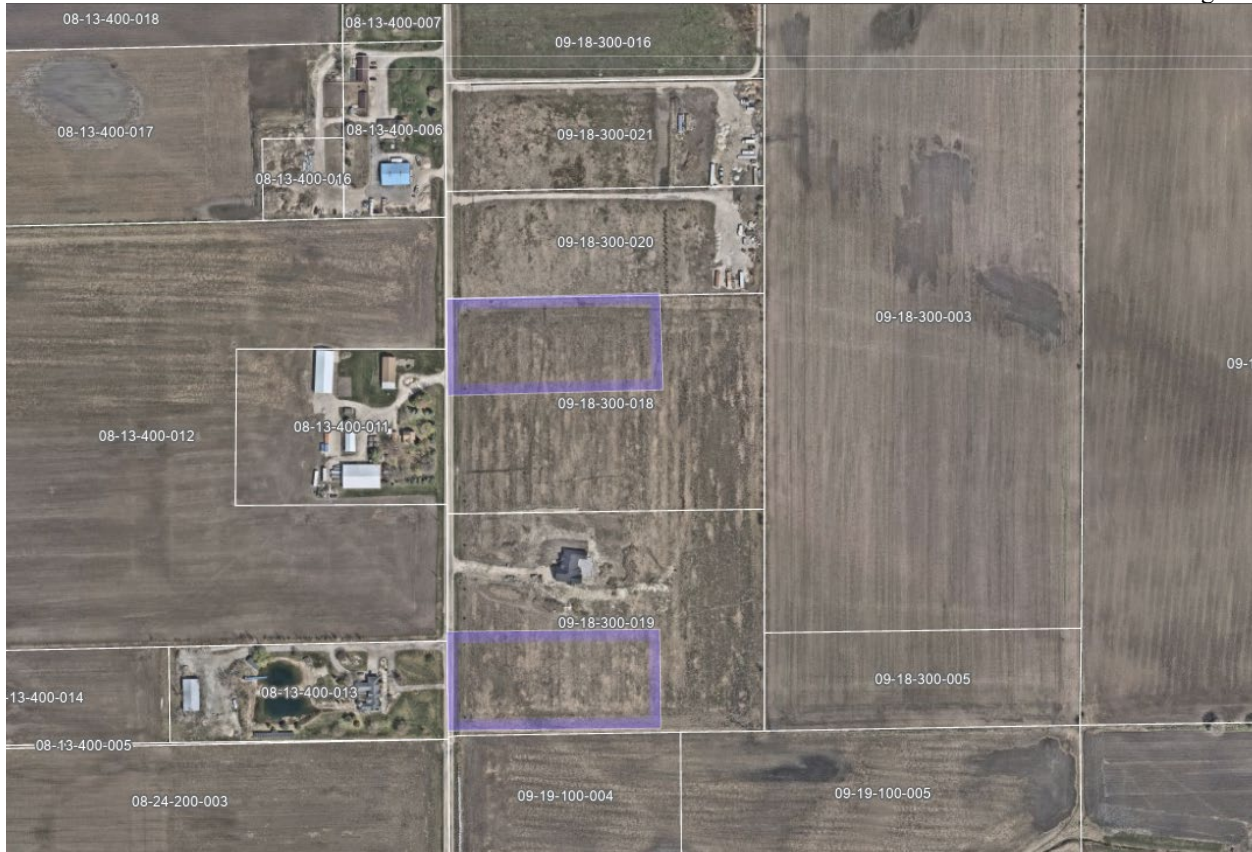
N/A

Background and Discussion:

The record for the Petition can be found here,

<https://www.kendallcountyil.gov/home/showpublisheddocument/33388/638912807058530000>.

The southern parcel outlined in purple on the following page is the subject of this map amendment.



Staff Recommendation:

Approval

Attachments:

Proposed Ordinance

ORDINANCE NUMBER 2025-_____

**MAP AMENDMENT FOR APPROXIMATELY THREE POINT TWO ACRES OF LAND AT
THE SOUTHWEST CORNER OR 14918 BRISBIN ROAD (PORTION OF PIN: 09-18-300-019)**

IN SEWARD TOWNSHIP

Rezone from A-1 to R-1

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

WHEREAS, the northwest approximately 3.0 more or less acres of the property which is the subject of this Ordinance was rezoned to R-1 One Family Residential in 2022 by Ordinance 2022-15 while the balance of the property remained located within the A-1 Agricultural Zoning District; and

WHEREAS, the subject property is currently owned by Irma Loya Quezada and shall hereinafter be referred to as “Petitioner”; and

WHEREAS, the portion of the property that is subject to this Map Amendment consists of approximately 3.2 more less acres and is located on the southwest corner of the property addressed as 14918 Brisbin Road, Minooka and is identified by Parcel Identification Number 09-18-300-019, in Seward Township. The legal description for the subject property is set forth in Exhibit A as “Tract B” attached hereto and incorporated by reference, and is identified as “Tract B” on the Zoning Plat attached hereto and incorporated by reference as Exhibit B, and this property shall hereinafter be referred to as “the subject property”; and

WHEREAS, on or about July 22, 2025, Petitioner’s representative filed a petition for a Map Amendment rezoning the subject property from A-1 Agricultural District to R-1 One Family Residential District; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on August 14, 2025, and following due and proper notification to the Village of Plattville on or about August 11, 2025, and following due and proper notification to Seward Township on or about August 11, 2025, and following due and proper notification to the property owners of record of properties located within five hundred feet of the subject property on or about August 11, 2025, the Kendall County Zoning Board of Appeals conducted a public hearing on September 2, 2025, at 7:00 p.m., in the Historic Courthouse at 110 W. John Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested Map Amendment and 1 member of the public testified in favor of the proposal, 5 members of the public testified in opposition to the proposal and 1 member of the public expressed concerns regarding the requested Map Amendment; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended denial of the Map Amendment as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated September 2, 2025, a true and correct copy of which is attached hereto as Exhibit C; and

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

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

State of Illinois
County of Kendall

Zoning Petition
#25-10

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

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

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

IN WITNESS OF, this ordinance has been enacted by a supermajority vote of the Kendall County Board and is effective this 16th day of September, 2025.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

July 10, 2024

LEGAL DESCRIPTIONS OF IRMA LOYA QUEZADA REZONING TRACTS:

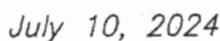
LEGAL DESCRIPTION OF TRACT TO BE REZONED – TRACT A:

That Part of the West Half of the Southwest Fractional Quarter of Section 18, Township 35 North, Range 8 East of the Third Principal Meridian described as follows:
Commencing at the Northwest Corner of said Southwest Fraction Quarter; thence Southerly, along the West Line of said Southwest Fractional Quarter, 1548.37 feet for the point of beginning; thence Southerly, along said West Line, 249.85 feet; thence Easterly, perpendicular to said West Line, 554.0 feet; thence Northerly, perpendicular to the last described course, 253.51 feet to a line drawn Easterly from the point of beginning which is parallel with said North Line of said Southwest Fractional Quarter; thence Westerly, along said North Line, 554.01 feet to the point of beginning in Seward Township, Kendall County, Illinois.

LEGAL DESCRIPTION OF TRACT TO BE REZONED – TRACT B:

That Part of the West Half of the Southwest Fractional Quarter of Section 18, Township 35 North, Range 8 East of the Third Principal Meridian described as follows:
Commencing at the Northwest Corner of said Southwest Fraction Quarter; thence Southerly, along the West Line of said Southwest Fractional Quarter, 2399.05 feet for the point of beginning; thence Easterly, perpendicular to said West Line, 550.08 feet; thence Southerly, perpendicular to the last described course, 254.17 feet to the South Line of said Southwest Fractional Quarter; thence Westerly, along said South Line, 550.08 feet to the Southwest Corner of said Southwest Fractional Quarter; thence Northerly, along the West Line of said Southwest Fractional Quarter, 253.18 feet to the point of beginning, in Seward Township, Kendall County, Illinois.

Exhibit A



That Part of the West Half of the Southwest Fractional Quarter of Section 18, Township 35 North, Range 6 East of the Third Principal Meridian described as follows: Commencing at the Northwest Corner of said Southwest Fractional Quarter, 2399.05 feet for the point of beginning; thence Easterly, perpendicular to said West Line, 550.03 feet; thence Southerly, perpendicular to the last described course, 254.17 feet to the South Line of said Southwest Fractional Quarter; thence Westerly, along said South Line, 550.03 feet to the Southwest Corner of said Southwest Fractional Quarter; thence Northerly, perpendicular to the last described course, 254.17 feet to the West Line of said Southwest Fractional Quarter; thence Easterly, perpendicular to the last described course, 550.03 feet to the Northwest Corner of said Southwest Fractional Quarter. Seward Township, Kendall County, Illinois.

1107B South Bridge Street
Yorkville, Illinois 60560
Telephone (630)553-1580

Exhibit C

The Kendall County Zoning Board of Appeals held a public hearing on the Petition 25-10 on September 2, 2025. On September 2, 2025, the Kendall County Zoning Board of Appeals issued the following findings of fact by a vote of four (4) in favor and one (1) in opposition; Member Cherry dissented. The same day, the Kendall County Zoning Board of Appeals issued the following recommendation by a vote of three (3) in favor and two (2) in opposition. Member Cherry and Chairman Mohr voted against the recommendation. Members LeCuyer and Prodehl were absent.

FINDINGS OF FACT-MAP AMENDMENT

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

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned R-1, A-1, or A-1 SU for the sale of agricultural products, art, pottery, and home décor not produced on the premises.

The suitability of the property in question for the uses permitted under the existing zoning classification. The property is presently mostly zoned A-1 with the northwest corner zoned R-1. The agricultural housing allocations for the subject property have already been used and no new single-family homes can be constructed on the subject property without a map amendment and division of the property.

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

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Future Land Use Map in the Land Resource Management Plan classifies this property as Rural Estate Residential. The R-1 One Family Residential District is consistent with the Rural Estate Residential classification.

RECOMMENDATION

Denial (Four (4) affirmative votes are required to rule in favor of the applicant.)