# KENDALL COUNTY BOARD AGENDA ADJOURNED SEPTEMBER MEETING

# Kendall County Office Building, Rooms 209 & 210 Tuesday, February 19, 2019 at 9:00 a.m.

- 1. Call to Order
- 2. Roll Call
- 3. Determination of a Quorum
- 4. Approval of County Board Minutes from January 15, 2019
- 5. Approval of Agenda
- 6. Special Recognition
- 7. Citizens to Be Heard
- 8. Executive Session
- 9. Old Business
- 10. New Business
  - A. Approval of Farm License Agreement #19-02-003 with Rock Creek Land & Cattle, LLC (Jason Brummel, Don Brummel and Jeff Brummel) of Yorkville, Illinois, for the Lease of 99.42 Acres of District Property at Fox River Bluffs Forest Preserve for a Total Amount of \$26,346.30, and 9.45 Acres of Kendall County Property, for a Total Amount of \$2,504.25
  - B. Approve Resolution Granting the Kendall County Sheriff Authority to Enter into Facility Use Agreements on Behalf of Kendall County
- 11. Elected Officials Report and Other Department Reports
  - A. Sheriff
    - 1. Approve Chicago HIDTA Drug Intelligence Officer Service contract with Kendall County as the Fiduciary Agent effective March 12, 2019 through March 11, 2020, in the amount of \$84,975.00.
    - 2. Approve Chicago HIDTA Deconfliction Analyst Service contract with Kendall County as the Fiduciary Agent effective March 3, 2019 through March 2, 2020, in the amount of \$75,000.00.
  - B. County Clerk
  - C. Treasurer
  - D. Clerk of the Court
  - E. State's Attorney
  - F. Coroner
  - G. Health Department
  - H. Supervisor of Assessments
- 12. Standing Committee Reports
  - A. Planning, Building & Zoning
    - 1. Petition 19-04-Request from Rodolfo and Georgina Nunez for a Special Use Permit to Operate a Landscaping Business at 6725 Route 71, Oswego Township (PINs:02-24-300-018 and 02-24-300-017)
    - 2. Petition 19-05-Request from Specialty Oswego, LLC (Current Owners) and Stuart and Paula Weihler (Prospective Buyers) for a Special Use Permit to Operate a Banquet Facility and a Variance to Section 7.01.D.10.A of the Kendall County Zoning Ordinance to Allow a Banquet Facility to be Located off of a Non-Arterial or Non-Major Collector Roadway for a 10.0 Acre +/- Parcel Located in the 5100 Block of Schlapp Road on the East Side of Schlapp Road Approximately 0.48 Miles South of Plainfield Road on the South Ten Acres of the Property Identified by Parcel Identification Number 03-34-100-024 in Oswego Township
  - B. Administration/HR
    - 1. Approval of Independent Contractor Agreement for Services to be Rendered by Cullen, Inc. D/B/A Cullen and Associates for Kendall County, Illinois at a rate of \$5,000 per month for a term of one year
  - C. Highway
    - 1. Approve low bid of Truck Centers, Inc. in the amount of \$90,183 for purchase of a tandem axle cab & chassis.
    - 2. Approve low bid of Koenig Body & Equipment in the amount of \$81,037 for purchase of a stainless steel box, plow, wing, spreader and miscellaneous equipment.
    - 3. Approve Intergovernmental Agreement between Kendall County and Village of Minooka relating to the construction of the intersection of Ridge Road and Holt Road.
    - 4. Approve Resolution appropriating \$1,250,000 of Motor Fuel Tax Funds for the improvement of Galena Road from Rock Creek Road to Illinois Route 47.
    - 5. Approve Resolution appropriating \$1,900,000 of Motor Fuel Tax Funds for the improvement of Fox River Drive from Millington Road to Griswold Springs Road.

- 6. Approve Resolution appropriating \$350,000 of Motor Fuel Tax Funds for the improvement of Caton Farm Road and Whitewillow Road.
- 7. Approve Engineering agreement with Hutchison Engineering to perform an intersection feasibility study at U.S. Route 52 and Ridge Road for a not-to-exceed price of \$30,000; to be taken from the Transportation Sales Tax Fund.
- 8. Approve Engineering agreement with Hutchison Engineering to perform all preliminary engineering for Ridge Road widening between Theodore Street and Caton Farm Road for a not-to-exceed price of \$234,976; to be taken from the Transportation Sales Tax Fund.
- 9. Approve resolution providing for spring road postings of certain County Highways
- D. Finance
  - 1. Approve Claims in an amount not to exceed \$ 1,323,301.18
  - 2. Approval of a Resolution Setting the Bond Requirement for the Yorkville Bristol Sanitary District
  - 3. Approval to transfer the balance of the State Pet Population Fund to the Animal Control Fund
- E. Standing Committee Minutes Approval
- 13. Special Committee Reports
  - A. Regional Office of Education 2018 Annual Report
  - B. Kencom
  - C. UCCI
  - D. Historic Preservation
  - E. Juvenile Justice Council
- 14. Other Business
- 15. Chairman's Report

#### **Appointments**

Robert Bob HD Davidson – Raymond Drainage District – 3 year term – expires February 2022

John A Shaw – Raymond Drainage District – 3 year term – expires February 2022

Mary Ann Griffith – 708 Mental Health Board – 4 year term – expires February 2023

Lynn Cullick – 708 Mental Health Board – 4 year term – expires February 2023

Todd Milliron – Solid Waste Plan Committee – 5 year term – expires March 2025 (current term expires March 2020)
Stan Ludwikowski – Solid Waste Plan Committee – 5 year term – expires March 2025 (current term expires March 2020)
John A Shaw – Solid Waste Plan Committee – 5 year term – expires March 2025 (current term expires March 2020)

- 16. Citizens to be Heard
- 17. Questions from the Press
- 18. Executive Session
- 19. Adjournment

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

### KENDALL COUNTY BOARD ADJOURNED SEPTEMBER MEETING January 15, 2019

STATE OF ILLINOIS	)
	) SS
COUNTY OF KENDALL	)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, January 15, 2019 at 9:05 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Judy Gilmour, Audra Hendrix, Matt Kellogg, Matt Prochaska, John Purcell and Robyn Vickers. Members absent: Elizabeth Flowers and Tony Giles.

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

#### THE MINUTES

Member Gilmour moved to approve the submitted minutes from the Adjourned County Board Meeting of 12/3/18, 12/4/18 and 12/18/18. Member Hendrix seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.** 

#### THE AGENDA

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

#### SPECIAL RECOGNITION

The Sheriff's office was awarded a grant from AAA in the amount of \$18,000 for traffic safety.

Sandra Davis, County Director of the University of Illinois Extension was presented a plaque honoring her years of service.

#### **RECESS**

### **CITIZENS TO BE HEARD**

Jim Williams spoke about building and zoning issues in Boulder Hill. Mr. Williams has a list of violations, there are 80 in Boulder Hill. He stated that some decision need to be made on what can be done.

Chris Paluch provided the board with the number of days booked for the Sheriff's Department gun range. Mr. Paluch stated that there is no existence of the Twin Ponds gun range or the Kendall County Sheriff's Department leased gun range having zoning or land use permit.

Mary Paluch stated that DeKalb County Sheriff's Department has dropped their plans for an outdoor gun range. She stated that there are a number of other range possibilities to shoot at. Ms. Paluch asked what the special uses for the sheriff's range are.

Todd Milliron asked how we got the Kendall County Sheriff's Department gun range if the research was correct from the Paluchs'.

#### **EXECUTIVE SESSION**

Member Purcell made a motion to go into Executive Session for (5) the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired and (11) litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

## **RECONVENE**

#### **OLD BUSINESS**

#### **Illinois Governmental Relations Consultants**

Several board members reached out to Representatives and Senators for feedback on the two companies AGS and Tom Cullen Group. The feedback was that it would be good for the county. The board gave County Administrator Scott Koeppel the direction to negotiate a contract with the priorities being capital; Eldamain, Collins and Route 47 Roads for \$5,000 for 1 year with the Cullen Group.

#### **NEW BUSINESS**

## **Body Scanner**

Member Prochaska moved to approve the bid award to Tek84 for the purchase of a body scanner, training and a 3 year warranty in the amount of \$149,000.00. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

## **ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS**

#### Sheriff

## **Annual Report**

### Kendall County Sheriff's Office December 01, 2017 - November 30, 2018 Year End Report

|--|

Papers Served	2,063
Civil Process Fees	\$ 72,954.59
Record Fees	\$ 2,983.55
Sheriff's Sales	\$ 108,864.50
Bond Fees	\$ 11,119.05

#### **Operations Division**

Calls for Service	8,378
Police Reports	4,081
Total Arrests	1,321
Traffic Contacts	9,749
Traffic Citations Issued	2,761
DUI Arrests	75
Cannabis Civil Law Citations	99
Ordinance Citations Issued	8
CAD Report	29'519

## **Court Security**

Courthouse Entries	167,908
Arrests made at Courthouse	288

#### **Corrections Division**

Average Daily Population	139
Kendall County Average Daily Population	64
New Intake Bookings	2,696
Meals Served	135,659
Average price per meal	\$1.27
Inmates Housed from Other Agencies	1,069
Total Inmate Transports	2,623
Out of County Housing Billed Out	\$1,605,840

## Total Vehicle Mileage 733,473

## 12 Month Budget Results

Sheriff's Budget	\$5,911,448	Corrections Budget	\$4,597,901
Year to Date	\$6,324,065	Year to Date	\$4,677,032
Balance	-\$412,617	Balance	-\$79,131
Percent	106.98%	Percent	101.72%

## **County Clerk**

Revenue Report 12/1/18-12/31/18 12/1/17-12/31/17 12/1/16-12/31/16

Line Item	Fund			
	County Clerk Fees	\$583.50	\$765.50	\$1,053.00
	County Clerk Fees - Marriage License	\$660.00	\$780.00	\$1,200.00
	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$30.00
	County Clerk Fees - Misc	\$1,690.00	\$1,095.50	\$2,194.85
	County Clerk Fees - Recording	\$19,319.00	\$25,228.00	\$38,504.00
01010061205	Total County Clerk Fees	\$22,282.50	\$27,869.00	\$42,981.85
01010001185	County Revenue	\$32,627.50	\$36,026.50	\$46,956.50
38010001320	Doc Storage	\$11,708.50	\$15,327.50	\$21,715.00
51010001320	GIS Mapping	\$19,772.00	\$25,842.00	\$36,574.00
37010001320	GIS Recording	\$2,472.00	\$3,228.00	\$4,564.00
01010001135	Interest	\$34.02	\$46.99	\$50.32
01010061210	Recorder's Misc	\$3,101.75	\$3,135.75	\$9,275.50
81010001320	RHSP/Housing Surcharge	\$10,503.00	\$13,779.00	\$18,954.00
37210001575	Tax Certificate Fee	\$3,000.00	\$1,880.00	
37210001576	Tax Sale Fees	\$883.50	\$156.75	
37210001577	Postage Fees	\$328.30	\$92.26	
CK#	To KC Treasurer	\$106,713.07	\$127,383.75	\$181,071.17

County Clerk, Debbie Gillette reviewed the annual report.

## **Treasurer**

# <u>Kendall County General Fund</u> QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES FOR ONE MONTH ENDED 12/31/2018

REVENUES*	Annual <u>Budget</u>	2019 YTD Actual	2019 YTD <u>%</u>	2018 YTD Actual	2018 YTD <u>%</u>
Personal Property Repl. Tax	\$370,000	\$12,717	3.44%	\$11,710	2.93%
State Income Tax	\$2,221,490	\$142,794	6.43%	\$130,759	5.29%
Local Use Tax	\$685,000	\$63,992	9.34%	\$55,154	8.75%
State Sales Tax	\$550,000	\$64,048	11.65%	\$55,834	10.15%
County Clerk Fees	\$325,000	\$24,485	7.53%	\$28,457	7.11%
Circuit Clerk Fees	\$800,000	\$8,507	1.06%	\$0	0.00%
Fines & Foreits/St Atty.	\$325,000	\$2,753	0.85%	\$0	0.00%
Building and Co Board 1/15/19	\$68,000	\$4,836 - 3 -	7.11%	\$2,288	3.52%

Zoning					
Interest Income	\$150,000	\$225	0.15%	\$871	1.01%
Health Insurance - Empl. Ded.	\$1,265,420	\$84,291	6.66%	\$90,560	6.97%
1/4 Cent Sales Tax	\$3,105,000	\$264,956	8.53%	\$249,790	8.47%
County Real Estate Transf Tax	\$425,000	\$29,438	6.93%	\$29,718	6.75%
Federal Inmate Revenue	\$1,618,750	\$0	0.00%	\$117,600	14.13%
Sheriff Fees	\$177,340	\$6,249	3.52%	\$10,992	4.49%
TOTALS	\$12,086,000	\$709,292	5.87%	\$783,733	6.76%
Public Safety Sales Tax	\$5,220,000	\$462,318	8.86%	\$424,997	8.39%
Transportation Sales Tax	\$5,000,000	\$462,318	9.25%	\$424,997	8.95%

<sup>\*</sup>Includes major revenue line items excluding real estate taxes which are to be collected

later. To be on Budget after 1 month the revenue and expense should at 8.33%

#### **Clerk of the Court**

Report is included in the packet.

## State's Attorney

State's Attorney Eric Weis presented the yearend report.

## STATE'S ATTORNEY 2018 REPORT

The Kendall County State's Attorney's Office issued its 2018 year-end report, which reports case statistics, revenue and budget details, as well as comparisons to previous years. The majority of the resources from the State's Attorney's Office are dedicated to the prosecution of criminal cases. Eight assistant state's attorneys and the State's Attorney handled nearly 8,500 new criminal/traffic files last year including First Degree Murder and other serious violent offenses. A break down of the cases filed and the dispositions of those cases are detailed below:

Case type	2018	2017	2016
Felony *	436	420	419
Misdemeanor (Excluding DUI & CL)	653	749	990
CL Violations	128	226	72
DUI	220	190	211
Traffic	6,697	6,049	7,800
Juv. Delinquency **	269	198	226
Juv. Abuse & Neglect	23	31	9

 Juv. Truancy
 9
 19
 10

 Total cases filed \*\*\*
 8,435
 7,882
 9,665

Of felony cases disposed of, convictions resulted in 98% of the cases in 2017 and 97% of the cases in 2018 as of January 1, 2019.

State's Attorney, Eric Weis stated that they continue to use the Child Advocacy Center; they have conducted over 1,000 interviews. The Juvenile Justice Council raised over \$10,000 through the SKY run which provides truancy grants. They provided training to fire departments regarding paramedics and fire fighters testifying in court and training to law enforcement as far as what testimony is needed in court and why. Training was provided for medical examinations of children involving sexual assault.

#### Coroner

Description	**	Month: December 2018 (FY 2019)	Fiscal Year-to-Date	December 2017/FY18
Total Deaths		27	27	21
Natural Deaths		26	26	17
Accidental Deaths		0	0	1
Pending	*	1	1	2
Suicidal Deaths		0	0	1
Homicidal Deaths		0	0	0
Toxicology		1	1	3
Autopsies		1	1	3
Cremation Authorizations		17	17	16

Scenes Responded to:	Transported by Coroner's Office:	External Examinations:
4	3	1

#### Pending Death(s):

1. 12/17/2018 – Yorkville – 60yo, male, Pending Investigation

## PERSONNEL/OFFICE ACTIVITY:

- 1. On December 5, Coroner Purcell participated in a teleconference for IL Coroners with the SUDORS (State Unintentional Drug Overdose Reporting System) personnel.
- 2. On December 5, Coroner Purcell facilitated the 'Lights of Hope' support group for families and friends who have been impacted by an overdose related death.
- 3. On December 12, Coroner Purcell provided an open-to-the-public morgue tour.
- 4. On December 13-14, Chief Deputy Gotte and Deputy Knowles attended training in Dallas, TX, "Opioids, Toxicology and the Law: Medicolegal Aspects of the Opioid Epidemic".
- 5. Throughout December, a total of 15.5 hours of community service hours were completed at the Kendall County Coroner's Office.

#### FINANCIAL ACTIVITY:

1. EXPENSES

General Budget Total Expenses: \$2044.50
 Special Fees Expenditures: \$641.80

2. REVENUE

1. Special Fees Revenue: \$900.00

<sup>\*</sup> Multiple counts are usually filed as one case number. \*\* Only includes cases referred to the State's Attorney's Office from Court Services. \*\*\* Does not include civil cases, child support enforcement cases, ordinance violations, and post-sentence cases (Probations, Supervision, Conditional Discharge, Post-IDOC restitution, Post Conviction Petitions).

#### **Health Department**

Dr. Tokars spoke about the assistance given to the victims of the Oswego Township fire.

#### STANDING COMMITTEE REPORTS

#### Planning, Building and Zoning

#### **Inoperable Vehicle Letter**

Member Prochaska moved to approve the inoperable vehicle ordinance violation letter. Member Purcell seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion** carried.

### Highway

#### **WIKADUKE Trail**

Member Kellogg moved to approve the resolution withdrawing the centerline for the WIKADUKE Trail, which the County Board proposed and recorded in 2000. Member Gilmour seconded the motion.

Fran Klaas, County Engineer explained that this will be more consistent with the comp plan with the Village of Oswego and their desires not to interrupt a farm.

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

A complete copy of Resolution 19-01 is available in the Office of the County Clerk.

### **Parking Restriction**

Member Hendrix moved to approve the ordinance authorizing the Kendall County Highway Committee to establish parking restriction on County Highways. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Purcell. **Motion carried 7-1.** 

A complete copy of Ordinance 19-01 is available in the Office of the County Clerk.

### **Traffic Signal**

Member Kellogg moved to approve the Intergovernmental Agreement between Kendall County, the Village of Montgomery and the Village of Oswego pertaining to the installation of a traffic signal at the intersection of Galena Road and Concord Drive. Member Hendrix seconded the motion.

The agreement spells out that the county will pay for half of the construction of the traffic signal, Village of Montgomery will pay for the other half. The Village will pay for all of the electricity and the County will have lead maintenance forever. Estimated cost to the County is \$150,000.

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

A complete copy of IGAM 19-01 is available in the Office of the County Clerk.

### **Executive Session Minutes**

Member Cesich moved to release executive session minutes from the Highway Committee dated July 11, 2017.

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

#### **Facilities**

#### **Centrex Phone Circuits**

Member Kellogg moved to approve a 1-year contract with Call One for the Centrex phone circuits in the amount of \$9.00 per month base price plus usage. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

#### **Analog Phone Circuits**

Member Kellogg moved to approve a 1-year customer service agreement contract with Call One for the county analog phone circuits in the amount of \$6,006.53 per month base price plus usage. Member Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion** carried.

#### **Generator Service Contract**

Member Kellogg moved to approve a 1-year PM1 and PM 2 generator service contract with Steiner Power Systems in the amount of \$9,075.53. Member Purcell seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

#### **Public Safety Center A/C Systems**

Continued to the February meeting. Trane Co. has agreed to indemnify the County for competitive bidding issue if ever there becomes one and they need time to get the language back to the County.

#### **Finance**

#### **CLAIMS**

Member Kellogg moved to approve the supplemental claims submitted in the amount not to exceed \$1,024,950.51, and Claims from in an amount not to exceed \$1,365,674.82. Member Hendrix seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$4,877.11, B&Z \$203.61, CO CLK & RCDR \$340.54, ELECTION \$16,146.38, ED SRV REG \$312.25, SHRFF \$2,869.71, CRRCTNS \$990.54, EMA \$253.45, CRCT CT CLK \$417.65, JURY COMM \$2,103.64, CRCT CT JDG \$15,648.26, CRNR \$910.51, CMB CT SRV \$5,705.23, ST ATTY \$1,789.85, TRSR \$110.25, OFF OF ADM SRV \$393.68, INS & BNDG \$148.00, CO BRD \$1,091.39, TECH SRV \$5,843.42, FAC MGT UTLTS \$56,832.28, LIABIL INSUR EXPS \$691,112.00, CO HWY \$3,490.53, TRNSPRT SALES TX \$666.66, HLTH & HMN SRV \$116,538.92, FRST PRSRV \$1,068.22, ELLIS HS \$200.00, ELLIS GRNDS \$58.55, ELLIS BDAY PRTIES \$199.60, HOOVER \$648.76, ENV ED NTRL BGNNNGS \$410.00, EMV ED OTHR PUB PRGMS \$60.00, GRNDS & NTRL RSRCS \$1,143.39, ANML CNTRL EXPND \$310.49, ANML MED CR FND \$823.30, ANML CNTRL EXPS \$2,176.87, CO RCDR DOC STRG \$264.75, HIDTA \$27,586.95, CO CMSRY FND \$344.17, COOK CO REIMB FND \$11.50, LAW LBRY FND \$5,660.20, JVNL JSTC CNCL \$1,500.00, CRT AUTOMA \$9,449.77, PRBTN SRV \$7,066.43, GIS \$3,750.00, KAT \$121.55, CO ANML POP CNTRL \$913.50, VAC \$4,206.85, SHRFF VHCL FND \$28,000.00, CRNR SPCL FND \$179.80

COMBINED CLAIMS: FCLT MGMT \$39,644.86, B&Z \$1,393.41, CO CLK & RCDR \$1,297.16, ELECTION \$2,272.60, ED SRV REG \$6,247.84, SHRFF \$12,520.67, CRRCTNS \$31,218.34, MERIT \$250.00, EMA \$1,115.63, CRCT CT CLK \$42.41, CRCT CT JDG \$3,287.44, CMB CRT SRV \$18,843.42, PUB DFNDR \$320.20, ST ATTY \$883.49, TRSR \$3,406.60, EMPLY HLTH INS \$84.00, OFF OF ADM SRV \$79.00, INS & BNDG \$154.00, CO BRD \$198.63, TECH SRV \$7,670.46, PRPTY TX SRV \$5,107.45, FAC MGT UTLTS \$288.14, CAP EXPND \$25.00, CO HWY \$22,345.57, CO BRDG \$79,259.08, TRNSPRT SALES TX \$942,382.48, HLTH & HMN SRV \$72,013.97, FRST PRSRV \$1,254.62, ELLIS HS \$1,084.14, ELLIS BRN \$19.58, ELLIS CMPS \$242.66, ELLIS RDNG LSSNS \$819.09, ELLIS BDAY PRTIES \$268.07, ELLIS PUB PRGMS \$133.14, ELLIS WDDNGS \$117.03, HOOVER \$2,202.52, ENV ED SCHL \$7.99, ENV ED CMPS \$69.42, ENV ED NTRL BGNNNGS \$99.46, ENV ED OTHR PUB PRGMS \$5.00, ENV ED LWS OF NTR \$39.99, GRNDS & NTRL RSRCS \$2,899.94, PCKRLL PGTT FP \$754.66, ANML CNTRL EXPND \$897.24, SHRRF PRV ALC CRM \$3,070.00, DRG ABS EXP \$1,700.00, HIDTA \$65,464.95, SHRRF RNG FND \$125.00, VICTM IMPCT PNL FND \$1,600.00, CRT AUTOMA \$5,829.94, PRBTN SRV EXP \$4,525.12, KC DRG CT FND \$2,367.25, GIS \$110.31, SHRFF FTA FND \$842.80, VAC \$14,164.26, FP BND PRCDS '07 \$2,608.79

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

#### **Coroner Claims**

Chairman Gryder recused member Purcell from the vote.

Member Kellogg moved to approve the coroner claims in the amount not to exceed \$1,090.31. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

#### **Economic Development**

## **Loan Modification**

Hold off on this item until the County receives back the signed copy.

#### STANDING COMMITTEE MINUTES APPROVAL

Member Hendrix moved to approve all of the Standing Committee Minutes and Reports. Member Gilmour seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion** carried.

#### SPECIAL COMMITTEE REPORTS

#### UCCI

Member Prochaska stated that they will be meeting later in the month.

#### **Historic Preservation**

They will be meeting on February 13, 2019.

#### **Other Business**

The Fox Valley Workforce Board meeting will be on February 28, 2019.

#### **Chairman's Report**

Member Purcell moved to approve the appointments. Member Hendrix seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.** 

## **Appointments**

Janice Bruce Hightower (replacing Amy Cesich) – Merit Commission – 2 year term – Expires September 2020

John Robert DeLong (replacing Richard Gaffney) – Merit Commission – 2 year term – Expires March 2021

Jack Westphal – Merit Commission – 2 year term – Expires March 2021

Don Marrone (replacing John A. Shaw) – Merit Commission – Expires August 2022

Bill Davis – Plan Commission – 3 years – Expires January 2022

#### **Announcement**

Appointment of 2 community members at large to 2019 Solid Waste Ad Hoc Committee

#### **CITIZENS TO BE HEARD**

Todd Milliron would like to participate on the Solid Waste Ad Hoc Committee. Mr. Milliron stated that the only records for the gun range that could be found was for a storm water permit.

## **ADJOURNMENT**

Member Hendrix moved to adjourn the County Board Meeting until the next scheduled meeting. Member Gilmour seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye.

Motion carried.

Approved and submitted this 25th day of January, 2019.

Respectfully submitted by, Debbie Gillette Kendall County Clerk

## FARM LICENSE AGREEMENT #19-02-003

## Fox River Bluffs Forest Preserve and Kendall County Eldamain Road ROW Property

This AGREEMENT is made this 19th day of February, 2019 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, 110 West Madison Street, Yorkville, IL, 60560 and the COUNTY of KENDALL, 111 West Fox Road, Yorkville, IL, 60560, both Bodies Corporate and Politic (hereinafter "Licensors"), and, Rock Creek Land and Cattle, LLC (Jason Brummel, Don Brummel and Jeff Brummel) of 12565 Fox Road, Yorkville, IL 60560, (hereinafter "Licensee"), including all heirs and assigns, collectively referred to as the "Parties".

WHEREAS, Kendall County and the Kendall County Forest Preserve District are the owners of certain lands situated in the County of Kendall, Township of Fox, and State of Illinois described as:

PIN#s: 01-36-400-010 and 04-01-200-006; and

WHEREAS, in acquiring this property in 2015, the Kendall County Forest Preserve District assumed a farm lease agreement for farming activities on 99.42 acres of farmland; and

WHEREAS, Kendall County is the owner of certain lands situated in the County of Kendall, Township of Fox, and State of Illinois described as the Eldamain and Fox Road right-of-way conveyed to the County of Kendall by a Warranty Deed recorded March 20, 2015 as Document #201500004183 originally containing 18.44 acres under agricultural production; and

WHEREAS, Kendall County has completed construction of a temporary access drive reducing the total acres scheduled for agricultural production in 2019 to 9.45 total acres; and

WHEREAS, Licensee desires to use the above-described real estate, for farming purposes, and Licensors desire to have the real estate farmed; and

WHEREAS, Licensee plans to plant early-harvest soybeans in 2019, which is consistent with the planning timeframe for cropland conversion of the area known as the Fox River Bluffs Forest Preserve; and

WHEREAS, both Licensee and Licensors hereby agree that there are 108.87 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property' as is identified in the attached **Exhibit A**.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

- 1. **Incorporation:** The proceeding introductory language is made a part hereof and incorporated herein.
- 2. License & Term: the Licensors hereby grant to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1)

year, beginning on the final date all parties sign this agreement, and ending on December 31, 2019 subject to the conditions and limitations hereinafter mentioned.

- 3. **Payment & Pricing:** Licensee shall pay Licensors a Base Rate of \$265 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2019, and Licensee agrees that failure to pay by this date constitutes a material breach of this License Agreement and may terminate this License.
- 4. **Crop Insurance:** Additionally, Licensee shall obtain Crop Insurance, which shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Licensee, less the premiums paid on such policy(s).
- 5. Limited License: This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state herein. Further, the rights granted by the County and District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
- 6. Taxes: Licensors make no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.
- 7. **Erodible Soils:** The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
- 8. "As Is" Property: The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."
- 9. **Farming Method:** The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
- 10. **Records Requirement:** Licensee shall keep and provide to the Licensor the following records:
  - A. Soil Samples The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30, 2019. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:

- i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
- ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
- B. Global Positioning System data of crops and yields harvested.
- C. Fertilizers and rates applied.
- D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- 11. **Fertilizer Replacement:** Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.
- 12. **Limestone:** Lime shall be applied when pH level is less than 6.2. If Licensee reports the need to apply limestone to the Subject Property, the cost for the application will be presented to the District for consideration and approval prior to application, with material costs reimbursed by the District upon presentation of an invoice following application.
- 13. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or personal service and received. Notice should be send to the following parties:

Licensor, send to:

Judy Gilmour, President Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

Scott Gryder, Chairman County Board of Kendall County 111 Fox Street Yorkville, Illinois 60560 ATTN: County Administrator

with a copy to: Kendall County State's Attorney

Kendall County Courthouse

807 John Street

Yorkville, Illinois 60560

Licensee send to: Jason Brummel

Rock Creek Land and Cattle, LLC

12565 Fox Road Yorkville, IL 60560

14. **Buffer:** It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or

waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensors.

## 15. Pesticide Use:

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensor with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application. Use of atrazine (weed control) and neonicotinoid pesticides (seed treatments including imidacloprid, thiamethoxam, and clothianidin formulas) are prohibited from application within the license area.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.
- E. Licensee agrees to indemnify, defend with counsel, and hold harmless the Licensors for all claims, demands, damage, judgments, fees (including attorneys' fees) and costs that may arise out of Licensee's application of pesticides on the Subject Property. Pursuant to 55 ILCS 5/3-9005, any attorney representing the Licensor pursuant to this paragraph must first be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney.
- 16. **Hazardous Materials:** Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.
- 17. **Duty of Care:** The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm and to maintain improvements in a careful and prudent manner.
- 18. **Termination:** The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensors may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to the Licensee. In the event of any termination, Licensors shall pay the Licensee for planted but unharvested crops on the Subject Property based on available Kendall County data for the average yield and unit price within Kendall County. Licensors will also reimburse Licensee for reasonable fertilizer and pesticide costs for planted but unharvested crops on the Subject Property provided the Licensee presents fertilizer and pesticide receipts for these costs. Licensee hereby waives its rights to seek any other amounts from Licensors in the event the License is terminated.

- 19. **Services upon Termination:** Upon termination of this Agreement, Licensors may request the Licensee to provide services associated with restoration of the Subject Property, and Licensee agrees to provide such services. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.
- 20. **Right of Entry:** Licensors reserve the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.

## 21. Insurance & Liability:

- A. Licensee shall obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days' prior written notice, given by the insurance carrier to Licensors. On the Date of Execution, Licensee shall deposit with Licensors certificates evidencing the insurance it is to provide hereunder: (a) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit; (b) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate; (c) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed (only if Licensee employs any individuals to perform work on or related to the Subject Property); and (d) employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (only if Licensee employs any individuals to perform work on or related to the Subject Property). Licensors shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to all liability coverage, including workers' compensation, in favor of Licensors. Also, Licensors shall be designated as the certificate holders. Proof of such coverage must be on file with the Licensor on or before March 31st of the first year of the License. Failure to submit such proof by this date may terminate this License at the sole discretion of the Licensor. All of the above insurance policies must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee agrees to defend with counsel of the Licensors' own choosing, indemnify and hold harmless the Licensors, their past, present and future board members, elected officials, insurers, employees and agents against any and all liability, loss, costs, damages, judgments, liens and expenses (including attorney's fees) which the Licensors, their past, present and future board members, elected officials, insurers, employees and agents may hereafter sustain, incur, or be required to pay, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from,

occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

- 22. **Assignment:** This License is not assignable or transferable to any person, company, or corporation, in whole or in part.
- 23. **Independent Contractor:** It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.
- 24. Liens: Licensee shall, and without any charge to the District or County, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensors may, at Licensors' option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by Licensors. Licensors shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that Licensors incur to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by Licensors in connection therewith or by reason thereof.
- 25. Legal Compliance: Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.
- 26. Venue: This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.
- 27. **Remedies:** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.
- 28. Illinois Prevailing Wage Act: The Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act") requires employers to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.html. To the extent that this Agreement results in

Licensee performing covered work under the Act, Licensee shall comply with all requirements of the Act, including, but not limited to, all wage, notice, and record-keeping duties.

- 29. **Anti-Discrimination Compliance:** Licensee, his officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- 30. **Severability:** If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.
- 31. **Entire Agreement:** This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
- 32. Waiver: The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.
- 33. **Prior Agreements:** All previous agreements between the Parties, whether oral or in writing, are hereby revoked. Neither party will seek to enforce any previous oral or written agreement between the Parties, regarding the license or use of the Subject Property.
- 34. **Authority:** Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this agreement and to obligate the party to the terms of this agreement.

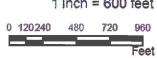
Licen	nsor: Kendall County Forest Preserve District	
Ву: _	Judy Gilmour, President	Date:
Licen	nsor: Kendall County	
Ву: _	Scott Gryder, Kendall County Board Chairman	Date:
Licen	nsee:	
Ву:	Jason Brummel, Farm Operator and Owner Rock Creek Land and Cattle, LLC	Date:

## Farm License Agreement #19-02-003 - Exhibit A





County Owned/Future ROW Area being Farmed



PAGE 8 OF 8

## COUNTY OF KENDALL, ILLINOIS

## RESOLUTION 2019-\_\_

## RESOLUTION GRANTING THE KENDALL COUNTY SHERIFF AUTHORITY TO ENTER INTO FACILITIES USE AGREEMENTS ON BEHALF OF KENDALL COUNTY, ILLINOIS

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that "units of local government and school districts may contract or otherwise associate among themselves . . . [and] with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, Kendall County wishes to provide the public with well-trained Kendall County Sheriff's deputies; and

WHEREAS, the Kendall County Board has received, reviewed, and now approves of use agreements, attached as exhibit A, with the Oswego Police Department for the Kendall County's Sheriff Office to use the Oswego Police Department's training facilities, namely the firing range, defensive tactics room, and community room.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby grants the Kendall County Sheriff the authority to enter into the use agreements, attached as exhibit A, with the Oswego Police Department for the use of the Oswego Police Department's firing range, defensive tactics room, and community room, provided the terms of the agreements do not exceed two (2) calendar years.

Approved and adopted by the County Board of Kendall County, Illinois, this 19th day of February, 2019.

Attest:	
Debbie Gillette	
County Clerk	
	Debbie Gillette



## **OSWEGO POLICE HEADQUARTERS**

3355 Woolley Road, Oswego, IL 60543

Jeff Burgner, Chief of Police

Telephone (630)551-7300 Fax (630)554-9378

## COMMUNITY ROOM/EOC CLASSROOM USER AGREEMENT

This Agre	ement	is entere	d into t	his day	of			, 20	by	and
between	the	Oswego	Police	Department,	hereinafter	referred	to	as	"OPD"	and
				, (Agency I	Name) hereina	after referr	ed to	as "	User", fo	r the
purposes	set ou	t herein. (	OPD her	eby grants to U	ser the opport	tunity to us	e th	e OP	D Commu	unity
Room/EO	C Clas	sroom loc	ated at	3355 Woolley F	Road, Oswego	, IL 60543,	only	y und	ler the te	erms
and condi	tions l	isted here	in.							

- 1. User agrees that the use of said Community Room/EOC Classroom is a privilege, and that the OPD shall have the authority to revoke this Use Agreement, for violation of this Agreement or otherwise, without notice to User. Upon being accepted to participate in the usage of the OPD Community Room/EOC Classroom, a representative from the participating agency shall participate in a facility familiarization training. This training is mandatory and must be completed prior to User participation on site. If the user is not requiring the use of audio/video/hearing assisted equipment then familiarization training is not required.
- 2. User agrees that OPD provides the said Community Room/EOC Classroom in "as-is" condition, and that no special precautions nor preparations will take place to benefit User, nor the personnel of User while using said Community Room/EOC Classroom.
- 3. Use of the Community Room/EOC Classroom by User will require the use of advance reservations, to be made through James Jensen at (630)551-7311 (<a href="mailto:liensen@oswegoil.org">liensen@oswegoil.org</a>). Written confirmation of said reservation shall be provided to User, either via voicemail or email.
- 4. User acknowledges and agrees that OPD has enacted certain Facility Rules, and User agrees to abide by said Facility Rules. OPD reserves the right to change the Facility Rules at any time, for any reason without prior notice to the User.
- 5. User will be liable for any repairs required as a result of any extraordinary activities conducted on the premises by User, and will be liable for any damage done to the Community Room/EOC Classroom as a result of activities conducted by User, normal wear and tear excepted. Prior to the start of User training, the User shall inspect and report any damage or inoperative equipment noticed. Failure to report such damage prior to us shall not exempt the User agency from liability.
- 6. Please note that the lobby is a place where Police Department business is conducted, therefore no check-in tables or congregating in the lobby will be allowed. Event check in and congregating shall occur only in the pre-event space just outside of the community room.
- 7. Smoking and consumption of alcohol are not allowed on premise.

- 8. Prior to the start of an event the group representative will check in with the OPD Records Division.
- A podium is available for meeting use with projection and microphone capabilities. To
  use this equipment arrangements must be made prior to the meeting time.
  Complimentary wi-fi is available.
- 10. The furniture in the Community Room/EOC Classroom should not be moved, rearranged or taken out of the room, nor may any other furniture be brought into the room without approval from OPD. Only OPD personnel are authorized to move room furniture.
- 11. It is the responsibility of the User to clean the room and make sure that the room is left in the state it was found. We will not supply space for groups needing a place to store their supplies or equipment. Please refer to the classroom checklist attached to this agreement for details.
- 12. The kitchen facilities are available for use by groups using the Community Room/EOC Classroom. A refrigerator, microwave and coffee machine are available, no other cooking is permitted. Coffee, sugar, creamer, stir sticks, etc. will not be provided by OPD. These items must be provided by the event organizer. A vending machine is also available for use by User. OPD is not the contractor of the vending machine and not responsible for any loss associated with the vending machine.
- 13. Bottled water and beverages served out of lidded cups may be consumed in the room and will be provided by the user. No punch bowls, 2-liter bottles, etc. are allowed in the room, they will only be allowed in the pre-event space outside of the classroom.
- 14. No adhesives, tape, tacks, etc. are to be used on the walls, furniture or any other surfaces in the Community Room/EOC Classroom.
- 15. No pets or animals are allowed in the Community Room/EOC Classroom unless it is a service animal.
- 16. Attendance at meetings must be limited to the stated capacity of the room (Community Room Capacity 50, EOC Classroom Capacity 25)
- 17. Adult sponsors/chaperones, who shall be held responsible for compliance with this policy, must attend meetings where individuals under 18 years of age will be present. One (1) adult for every five (5) persons under the age of 18 is required. These adult sponsors/chaperones also assume responsibility for the group and its activities.
- 18. Children must be supervised at all times and no user may use the Community Room/EOC Classroom solely for babysitting purposes.
- 19. No admission charge, collections (except for regular club dues or to cover expenses for materials used at meetings) or other money raising activities may occur at meetings conducted in the Community Room/EOC Classroom.
- 20. Use of the Community Room/EOC Classroom does not constitute Village sponsorship or endorsement of viewpoints expressed by participants in the programs. No advertisement or announcement implying such an endorsement or sponsorship will be permitted.
- 21. The User of the Community Room/EOC Classroom will need to provide proof of a certificate of liability insurance policy naming the Oswego Police Department and the Village of Oswego as an insured party. The following limits of insurance apply:
  - A. Limits of Liability: \$1,000,000
  - B. General Liability Aggregate: \$1,000,000
  - C. Products Completed Operations Aggregate: \$1,000,000
  - D. Per Occurrence: \$1,000,000
  - E. Personal & Advertising Injury: \$100,000
  - F. Premises Damage: \$10,000
  - G. Medical Payment Workers Compensation: \$100,000 per person/accident, \$500,000 Policy Limit

- H. Per Person/Disease: \$100,000
- 22. The Undersigned hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all facility rules and procedures.
- 23. This Agreement will expire on December 31, 20\_\_\_\_, unless earlier revoked by OPD. The indemnification provisions of this Agreement will survive the expiration of this Agreement.
- 24. The signed agreement and required certificate of insurance must be returned to OPD seven (7) days prior to the requested rental date. If signed agreements and certificate of insurance are not received seven (7) days prior to your rental we reserve the right to cancel.
- 25. This Agreement is not transferable.
- 26. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
- 27. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be the Twenty-third Judicial Circuit, Kendall County, Illinois.
- 28. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement are 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.
- 29. The individual signing this Agreement on behalf of User shall, at the time of execution, provided to the OPD any and all supporting documentation requested evidencing that they are duly authorized to execute this Agreement on behalf of the User.

Community Room/EOC Classroom are available for reservations as follows:

Community Room: Monday-Friday 7:00a.m — 10p.m

Saturday-Sunday 7:00a.m – 4p.m

EOC/Classroom: Monday-Friday 7a.m-10p.m

THE PERSON SIGNING THIS AGREEMENT WARRANTS THAT HE OR SHE IS DULY **AUTHORIZED** TO SIGN THIS AGREEMENT ON BEHALF OF USER, HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

Signature of Applicant	Printed Name of Applicant	Date
Employing Agency	Address	
Attendance Authorized By: Jeff Burgner, Chief of Police, Oswego Police	ce Department	
Signature	Date	



## **OSWEGO POLICE HEADQUARTERS**

3355 Woolley Road, Oswego, IL 60543

Jeff Burgner, Chief of Police

Telephone (630)551-7300 Fax (630)554-9378

# ASSUMPTION OF RISK, COVENANT NOT TO SUE, AND RELEASE AGREEMENT FOR USE OF THE VILLAGE OF OSWEGO FIRING RANGE

I, the undersigned, for and in consideration of being allowed to use the Village of Oswego Firing Range facilities (hereinafter the "Firing Range"), located at the Oswego Police Headquarters, 3355 Woolley Road, Oswego, IL (hereinafter the "Oswego Police Facility"), hereby recognize, acknowledge and assume any and all risk pertaining to my use of the Firing Range.

1. Assumption of Risks | I acknowledge that engaging in shooting firearms or being in the vicinity while others are shooting or handling firearms are dangerous and that no matter what precautions I may take, including but not limited to the wearing of various types of protective gear (including hearing and eye protection), that I could experience injury of a very serious nature and/or die as a result of an accident or incident. I engage in such activities voluntarily and at my own risk and acknowledge and represent that I am familiar with the significant risks and dangerous nature, including but not limited to causing death or serious bodily injury to the undersigned and others, and causing damage(s) to property, which originate from observing, participating or otherwise engaging in shooting. I hereby assume y and all responsibilities and liabilities pertaining to such risks, whether to me or to others and without limitations

or qualification. The risks include, without limitation: the risk of being shot by myself or others, the hazards of slips and falls; being struck by objects dislodged or dropped from above or flying through the air, the hazards from using firearms and the use of firearms by others, the risks of falling off of equipment, the risk of explosion, or even the exertion of the physical participation in the activity, as well as my own known or unknown physical condition. There have not been any express or implied representations to me on behalf of the Village and its former, current and future officers, appointed and elected officials, President, Board Members, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys and engineers, including without limitation all members of the Oswego Police Department (hereinafter collectively the "Released Parties"), except as expressly set forth in this Agreement.

- Physical and Mental Condition
   I acknowledge that at the time of signing this Agreement that I am
   in good physical and mental condition so as to safely engage in shooting on the Firing Range.
- 3. <u>Condition of Equipment and Range Rules</u> Prior to engaging in any shooting at the Firing Range, I have determined that, by professional standards, my shooting equipment, ammunition and all corresponding items are in good condition and suitable for shooting. I have read and understand the Oswego Police Department Range Rules and shall abide by them.
- 4. <u>Disputes</u> This Agreement is governed by and construed in accordance with the laws of the State of Illinois, United States of America, without regard to its conflict of law principles. Any action to enforce this Agreement must be brought in the state courts located in the Twenty Third Judicial Circuit, Kendall

County, Illinois. By using the Range or any equipment belonging to the Village of Oswego, their respective agents, and/or employees, I consent to the jurisdiction and venue of these courts.

5. Release and Covenant Not To Sue To the maximum extent permitted by law, I release and forever discharge the Village of Oswego and the Released Parties from all injuries, illness, deaths, loss, damages, claims, actions, lawsuits, liabilities, causes of action of any kind, property damages, economic and noneconomic damages, costs, expenses and liabilities of any kind, which may in anyway accrue against the Village of Oswego or the Released Parties, arising in whole or in part, or in consequence of my presence at or use of the Firing Range at the Oswego Police Facility, and its buildings, land, related parking areas and walkways (hereinafter collectively the "Premises"), including, but not limited to, the discharging of firearms, the use of Village or Released Parties equipment, and presence on the Premises for any purpose or activity related in any way to the use of the Firing Range, or which may in any way result therefrom, except that arising out of the sole negligence of the Village of Oswego or the Released Parties. Further, I agree and promise that I will never institute any action or suit at law or in equity against the Village of Oswego or the Released Parties, nor shall I institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, loss or injury to person or property arising from any loss, damage or liability as set forth above which has been released.

## I further agree to the following:

 This Assumption of Risk, Release Agreement and Covenant Not to Sue (the "Agreement") shall be admissible in evidence in any proceeding or litigation in which the terms of this Agreement are sought to be enforced;

۷.	This Agreement is intended to be as broad and inclusive as permitted by the laws of illinois;
3.	If any portion of this Agreement is held invalid, the balance thereof will, notwithstanding, continue in
	full legal force and effect; and
4.	This Agreement shall inure to the benefit of and shall be binding upon my heirs, legatees, transferees,
	assigns, personal representatives, owners, insurers, agents, servants, employees, administrators,
	executors, representatives and/or successors in interest of any kind whatsoever.
1, t	he undersigned, represent that I have full authority to execute this Agreement.
Ag	reed this day of, 20

**Printed Name** 

Signature

Witness



## **OSWEGO POLICE HEADQUARTERS**

3355 Woolley Road, Oswego, IL 60543

Jeff Burgner, Chief of Police

Telephone (630)551-7300 Fax (630)554-9378

# ASSUMPTION OF RISK, COVENANT NOT TO SUE, AND RELEASE AGREEMENT FOR USE OF THE VILLAGE OF OSWEGO DEFENSIVE TACTICS ROOM

I, the undersigned, for and in consideration of being allowed to use the Village of Oswego Defensive Tactics facilities (hereinafter the "defensive tactics"), located at the Oswego Police Headquarters, 3355 Woolley Road, Oswego, IL (hereinafter the "Oswego Police Facility"), hereby recognize, acknowledge and assume any and all risk pertaining to my use of the Defensive Tactics Room.

1. Assumption of Risks I acknowledge that engaging in defensive tactics exercises or being in the vicinity while others are participating can be dangerous and that no matter what precautions I may take, including but not limited to the wearing of various types of protective gear, that I could experience injury of a very serious nature and/or die as a result of an accident or incident. I engage in such activities voluntarily and at my own risk and acknowledge and represent that I am familiar with the significant risks and dangerous nature, including but not limited to causing death or serious bodily injury to the undersigned and others, and causing damage(s) to property, which originate from observing, participating or otherwise engaging in training. I hereby assume any and all responsibilities and liabilities pertaining to such risks, whether to me or to others and without limitations or qualification. The risks

include, without limitation: the hazards of slips and falls; being struck by objects dislodged or dropped from above or flying through the air, the physical hazards of wrestling, grappling, boxing, etc., the risks of falling off of equipment, or even the exertion of the physical participation in the activity, as well as my own known or unknown physical condition. There have not been any express or implied representations to me on behalf of the Village and its former, current and future officers, appointed and elected officials, President, Board Members, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys and engineers, including without limitation all members of the Oswego Police Department (hereinafter collectively the "Released Parties"), except as expressly set forth in this Agreement.

- Physical and Mental Condition
   I acknowledge that at the time of signing this Agreement that I am
   in good physical and mental condition so as to safely engage in defensive tactics exercises on the defensive tactics room.
- 3. <u>Condition of Equipment</u> Prior to engaging in any exercise at the Defensive Tactics Room, I have determined that, by professional standards, my equipment and all corresponding items are in good condition and suitable for use. I have read and understand the Oswego Police Department Rules and shall abide by them.
- 4. <u>Disputes</u> This Agreement is governed by and construed in accordance with the laws of the State of Illinois, United States of America, without regard to its conflict of law principles. Any action to enforce this Agreement must be brought in the state courts located in the Twenty Third Judicial Circuit, Kendall County, Illinois. By using the Defensive Tactics Room or any equipment belonging to the Village of

Oswego, their respective agents, and/or employees, I consent to the jurisdiction and venue of these courts.

5. Release and Covenant Not To Sue To the maximum extent permitted by law, I release and forever discharge the Village of Oswego and the Released Parties from all injuries, illness, deaths, loss, damages, claims, actions, lawsuits, liabilities, causes of action of any kind, property damages, economic and noneconomic damages, costs, expenses and liabilities of any kind, which may in anyway accrue against the Village of Oswego or the Released Parties, arising in whole or in part, or in consequence of my presence at or use of the Defensive Tactics Room at the Oswego Police Facility, and its buildings, land, related parking areas and walkways (hereinafter collectively the "Premises"), including, but not limited to, the defensive tactics exercises, the use of Village or Released Parties equipment, and presence on the Premises for any purpose or activity related in any way to the use of the Defensive Tactics Room, or which may in any way result therefrom, except that arising out of the sole negligence of the Village of Oswego or the Released Parties. Further, I agree and promise that I will never institute any action or suit at law or in equity against the Village of Oswego or the Released Parties, nor shall I institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, loss or injury to person or property arising from any loss, damage or liability as set forth above which has been released.

I further agree to the following:

 This Assumption of Risk, Release Agreement and Covenant Not to Sue (the "Agreement") shall be admissible in evidence in any proceeding or litigation in which the terms of this Agreement are sought to be enforced;

2.	This Agreement is intended to be as broad and inclusive as permitted by the laws of Illinois;
3.	If any portion of this Agreement is held invalid, the balance thereof will, notwithstanding, continue in
	full legal force and effect; and
4.	This Agreement shall inure to the benefit of and shall be binding upon my heirs, legatees, transferees
	assigns, personal representatives, owners, insurers, agents, servants, employees, administrators
	executors, representatives and/or successors in interest of any kind whatsoever.
l, t	he undersigned, represent that I have full authority to execute this Agreement.
Ag	reed this day of, 20

**Printed Name** 

Signature

Witness

KENDAL0001

SSHOCK

# ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/13/2019

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

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

	1100 0	91 III 11 9 4 9 9 9 9	1100	Comor righter t	4 6110				or comonido)				
PRODUCER Mesirow Insurance Services, Inc. 353 N Clark St 11th fl Chicago, IL 60654						CONTACT NAME: PHONE [A/C, No, Ext]: (312) 595-6200  E-MAIL ADDRESS:							
Onicago, in about								ADDRE				-	1
									INSURER(S) AFFORDING COVERAGE NAIC INSURER A: Illinois Counties Risk Management Trust 00000				
										Counties R	isk Management i rus	τ	00000
INSU	RED							INSURE					
				nty Sheriff				INSURE	RC;				-
		1102 Cor Yorkville,						INSURE	RD:				
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CO	VER	RAGES		CER	TIFIC	CATE	NUMBER:				REVISION NUMBER:		
IN	DIC/	ATED. NOTWIT	HST E IS	ANDING ANY F	PER	REMI	SURANCE LISTED BELOW I ENT, TERM OR CONDITION THE INSURANCE AFFORM LIMITS SHOWN MAY HAVE	N OF A	NY CONTRAC	CT OR OTHER	DOCUMENT WITH RESPE	CT TO	WHICH THIS
INSR		TYPE OF I	NSUF	RANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP	LIMITE	3	
A	Х	COMMERCIAL GE			1						EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MAD	DE [	X OCCUR			P1-1000040-1819-01		12/01/2018	12/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	0
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A	AUS	OTHER COMOBILE LIABILIT	v .								COMBINED SINGLE LIMIT (Es accident)	S	
	X	ANY AUTO			P1-1000040-1819-01			12/01/2018	12/01/2019	BODILY INJURY (Per person)	2	1,000,000	
		OWNED AUTOS ONLY		SCHEDULED					120112010	1210112010	BODILY INJURY (Per accident)	5	
	х	HIRED AUTOS ONLY	х	NON-OWNED AUTOS ONLY						,	PROPERTY DAMAGE (Per accident)		
		AUTOS ONLY		AUTOS ONLY							(Per accident)	\$	
Α			щ	X OCCUR	+							S	10,000,000
-	X	UMBRELLA LIAB EXCESS LIAB	-	X OCCUR CLAIMS-MADE			P1-1000040-1819-01		12/01/2018	12/01/2019	EACH OCCURRENCE	S	10,000,000
	^	L be I			-						AGGREGATE	\$	
A	WOL	11122	-	A C PIL							X PER OTH-	\$	
^		RKERS COMPENSA EMPLOYERS' LIAI					P1-1000040-1819-01		12/01/2018	12/01/2019		-	2,500,000
	QFF	PROPRIETOR/PAR ICER/MEMBER EXC Indatory in NH)	TNER LUDE	N/EXECUTIVE N	N/A		1 1 10000 40 10 10 10		120112010	120172010	E.L. EACH ACCIDENT	\$	2,500,000
	(Mar	ndatory in NH) s. describe under									E.L. DISEASE - EA EMPLOYEE	\$	2,500,000
	DES	s, describe under CRIPTION OF OPE	RATIO	ONS below	+	-					E.L. DISEASE - POLICY LIMIT	\$	2,000,000
DES Re:	CRIPT Firin	TION OF OPERATION OF TANGE	NS/	LOCATIONS / VEHIC	CLES (	ACORI	) 101, Additional Remarks Schedu	ıle, may b	e attached if mor	re space is requi	red)		
		owing is include e of Oswego	ed as	s Additional Ins	ured	with I	respect to the General Liab	oility po	licy on a prim	nary, non-cor	ntributory basis when requ	uired l	y contract;
													1
CE	RTIF	FICATE HOLD	ER	-				CANO	CELLATION				
Village of Oswego 100 Parkers Mill Oswego, IL 60543					ACC	EXPIRATION CONTRACTOR	N DATE THE	ESCRIBED POLICIES BE CA IEREOF, NOTICE WILL I CY PROVISIONS.					
		- anego;	4 mil %					AUTHO	PRIZED REPRESE	ENTATIVE -			
AC	ORI	D 25 (2016/03)			<del></del>				© 19	88-2015 AC	ORD CORPORATION.	All ric	hts reserved.

KENDAL0001

SSHOCK

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 02/13/2019

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

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th	is certificate does not confer rights t	o the	certi	ficate holder in lieu of su						
	DUCER				CONTACT NAME:					
Mes	irow Insurance Services, Inc. N Clark St 11th fl				PHONE (A/C, No, Ext): (312) 595-6200 FAX (A/C, No):					
	ago, IL 60654				E-MAIL ADDRESS:					
							SURFRIST AFFOR	RDING COVERAGE		NAIC#
										00000
INSU	RED						O Garrago IV	ion management 11 ac		00000
11404					INSURE					
	Kendall County Sheriff 1102 Cornell Lane				INSURE					1
	Yorkville, IL 60560				INSURE					
					INSURE					<del> </del>
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				NUMBER:				REVISION NUMBER:		
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8	
A	X COMMERCIAL GENERAL LIABILITY	1	****			TOTAL PROPERTY.	AND THE SECOND S	EACH OCCURRENCE	s	1,000,000
	CLAIMS-MADE X OCCUR			P1-1000040-1819-01		12/01/2018	12/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	0
	X DED: \$10,000 Per Occ	ļ					iri	MED EXP (Any one person)	5	5,000
		1			1			PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	3,000,000
	X POLICY PROT LOC				İ			PRODUCTS - COMP/OP AGG	\$	1,000,000
	OTHER	ļ							\$	
A	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Es accident)	S	
	X ANY AUTO			P1-1000040-1819-01		12/01/2018	12/01/2019	BODILY INJURY (Per person)	\$	1,000,000
	OWNED SCHEDULED AUTOS ONLY AUTOS					ļ		BODILY INJURY (Per accident)	\$	
	X HIRED ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
A	UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	s	10,000,000
	X EXCESS LIAB CLAIMS-MADE			P1-1000040-1819-01		12/01/2018	12/01/2019	AGGREGATE	s	10,000,000
	DED X RETENTION\$	)							5	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH-		
	AND EMPLOYERS' LIABILITY  Y/N  ANY PROPRIETOR/PARTNER/EXECUTIVE			P1-1000040-1819-01		12/01/2018	12/01/2019	E.L. EACH ACCIDENT	s	2,500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	s	2,500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		2,500,000
	DESCRIPTION OF OPERATIONS BEIOW							E.L. DIGLAGE - POLICY LIMIT	4	
		1	<u> </u>							
DES RE:	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC Community Room/EOC Classroom	LES (	ACORI	) 101, Additional Remarks Schedu	ile, may b	e attached if mo	re space is requi	red)		
	following are included as Additional In	sured	with	respect to the General lia	bility w	hen required	by contract:			
	swego Police Department									
CE	RTIFICATE HOLDER				CANO	CELLATION				
							WIE 4 DOLE -			. ED DECODE
								ESCRIBED POLICIES BE C. IEREOF, NOTICE WILL		
	Village of Oswego				ACC	ORDANCE W	TH THE POLI	CY PROVISIONS.		
	100 Parkers Mill Oswego, IL 60543									
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ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/13/2019

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th	is certificate does not confer rights t	o the	cert	ificate holder in lieu of su						
PRO	DUCER				CONTA NAME:	СТ				
Mes	irow Insurance Services, Inc. N Clark St 11th fl				PHONE (A/C, No, Ext): (312) 595-6200 FAX (A/C, No):					
	N Clark St 11th ti cago, IL 60654				E-MAIL ADDRE	SS.		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
										NAIC#
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INSU	DED.						Counties N	isk management i iusi		00000
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	Kendall County Sheriff 1102 Cornell Lane				INSURE					
	Yorkville, IL 60560				INSURE	RD:				
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INSR LTR	TYPE OF INSURANCE		SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	-	
A	X COMMERCIAL GENERAL LIABILITY	INDU	77.70			Telling Co. (1111)	SHIPPER TO THE		s	1,000,000
- 70	CLAIMS-MADE X OCCUR			P1-1000040-1819-01		12/01/2018	12/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	0
	X DED: \$10,000 Per Occ							MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	3,000,000
	X POLICY RECT LOC							PRODUCTS - COMP/OP AGG	\$	1,000,000
	OTHER:								\$	
A	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	4 000 000
	X ANY AUTO			21-1000040-1819-01		12/01/2018	12/01/2019	BODILY INJURY (Per person)	\$	1,000,000
	OWNED AUTOS ONLY SCHEDULED AUTOS					BODILY INJURY (Per accident)		\$		
	X HUTES ONLY X NOT SYNTEP							PROPERTY DAMAGE (Per accident)	\$	
									S	
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000	
	X EXCESS LIAB CLAIMS-MADE			P1-1000040-1819-01		12/01/2018	12/01/2019	AGGREGATE	S	10,000,000
	DED X RETENTIONS 0								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						12/01/2019	X PER OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		P1-1000040-1819-01		12/01/2018		E.L. EACH ACCIDENT	s	2,500,000
		""						E.L. DISEASE - EA EMPLOYEE	s	2,500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	S	2,500,000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (/	ACORI	D 101, Additional Remarks Schedu	ule, may b	e attached if mo	re space is requi	red)		
RE:	Defensive tactics room									
The	following is included as Additional Inst	ured v	with I	respect to the General Liab	ollity po	licy on a prin	nary, non-cor	tributory basis when requ	ired b	y contract:
1. V	illage of Oswego									
										1
CF	RTIFICATE HOLDER				CANO	CELLATION				
w in	THE INVESTIGATION OF THE PROPERTY.									
								ESCRIBED POLICIES BE CA		
	Village of Oswego				THE	EXPIRATIO	N DATE TH	EREOF, NOTICE WILL E	BE DE	LIVERED IN
	100 Parkers Mill				1	WILLIAM TO THE	time F.V.LIV			
	Oswego, IL 60543				АПТИЛ	RIZED REPRESE	NTATIVE			
					Ar .	P. Hamm				
					1	1	_			
AC	ORD 25 (2016/03)				L	@ 40	98-2015 AC	ORD CORPORATION.	All ele	hte recorded

Kendall County Cle	erk					
Revenue Report			1/1/19-1/31/19	1/1/18-1/31/18		1/1/17-1/31/17
Line Item	Fund		Revenue	Revenue		Revenue
	County Clerk Fees	\$	575.50	\$ 756.00	\$	918.00
	County Clerk Fees - Marriage License	\$	900.00	\$ 660.00	\$	810.00
	County Clerk Fees - Civil Union	\$	-	\$ 30.00	\$	-
	County Clerk Fees - Misc	\$	1,804.50	\$ 1,602.00	\$	1,889.00
	County Clerk Fees - Recording	\$	18,973.00	\$ 25,112.00	\$	30,923.00
01010061205	Total County Clerk Fees	\$	22,253.00	\$ 28,160.00	\$	34,540.00
01010001185	County Revenue	\$	29,256.25	\$ 31,026.25	\$	30,604.00
38010001320	Doc Storage	\$	11,580.50	\$ 15,012.00	\$	18,520.00
51010001320	GIS Mapping	\$	19,542.00	\$ 25,344.00	\$	31,166.00
37010001320	GIS Recording	\$	2,444.00	\$ 3,168.00	\$	3,892.00
01010001135	Interest	\$	28.23	\$ 50.26	\$	55.16
01010061210	Recorder's Misc	\$	4,674.50	\$ 3,064.00	\$	5,971.72
81010001320	RHSP/Housing Surcharge	\$	10,359.00	\$ 13,608.00	\$	16,524.00
37210001575	Tax Certificate Fee	\$	1,760.00	\$ 1,520.00	\$	1,800.00
37210001576	Tax Sale Fees	\$	835.00	\$ 620.00	\$	1,585.00
37210001577	Postage Fees	\$	542.70	\$ 406.23	\$	1,006.69
CK#	To KC Treasurer	\$	103,275.18	\$ 121,978.74	\$	145,664.57
	rcharge sent from Clerk's office \$800.00 ck #	<b>‡</b>				
Dom Viol Fund sent	from Clerk's office \$115.00 ck #					

# Office of Jill Ferko

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

# **Kendall County General Fund**

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES FOR TWO MONTHS ENDED 01/31/2019

REVENUES*	Annual <u>Budget</u>	2019 YTD Actual	2019 YTD <u>%</u>	2018 YTD Actual	2018 YTD <u>%</u>
Personal Property Repl. Tax	\$370,000	\$55,354	14.96%	\$51,584	12.90%
State Income Tax	\$2,221,490	\$142,794	6.43%	\$321,323	13.01%
Local Use Tax	\$685,000	\$63,992	9.34%	\$109,924	17.45%
State Sales Tax	\$550,000	\$124,827	22.70%	\$117,327	21.33%
County Clerk Fees	\$325,000	\$46,768	14.39%	\$56,326	14.08%
Circuit Clerk Fees	\$800,000	\$63,167	7.90%	\$74,124	8.72%
Fines & Foreits/St Atty.	\$325,000	\$22,180	6.82%	\$29,855	7.86%
Building and Zoning	\$68,000	\$8,454	12.43%	\$8,041	12.37%
Interest Income	\$150,000	\$32,863	21.91%	\$21,453	24.80%
Health Insurance - Empl. Ded.	\$1,265,420	\$178,934	14.14%	\$185,088	14.24%
1/4 Cent Sales Tax	\$3,105,000	\$526,543	16.96%	\$495,549	16.80%
County Real Estate Transf Tax	\$425,000	\$62,066	14.60%	\$65,744	14.94%
Federal Inmate Revenue	\$1,618,750	\$140,025	8.65%	\$237,092	28.49%
Sheriff Fees	\$177,340	\$24,697	13.93%	\$24,515	10.01%
TOTALS	\$12,086,000	\$1,492,662	12.35%	\$1,797,944	15.50%
Public Safety Sales Tax	\$5,220,000	\$911,806	17.47%	\$849,815	16.77%
Transportation Sales Tax	\$5,000,000	\$911,806	18.24%	\$849,815	17.89%

<sup>\*</sup>Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 2 months the revenue and expense should at 16.66%

## **EXPENDITURES**

All General Fund Offices/Categories

AAA EAT AAA	A 4 4 5 A 4 4 5	44 500/	A4 000 400	40 400/
\$28,587,023	\$4,150,115	14.52%	\$4,603,189	16.13%
Ψ=0,001,0=0	Ψ-1,100,110	1 7102 /0	Ψ-1,000,100	1011070



# KENDALL COUNTY CORONER

JACQUIE PURCELL -

Description	**	Month: January (FY 2019)	Fiscal Year Date	-to-	January 2018	
Total Deaths		19	46		31	
<b>Natural Deaths</b>		19	45		30	
<b>Accidental Deaths</b>		0	0		0	
Pending		0	0		0	
Suicidal Deaths		1	0		1	
<b>Homicidal Deaths</b>		0	0		0	
Toxicology		0	1		2	
Autopsies		0	1		2	
Cremation		11	28		13	
Authorizations						
Scenes Responded to:		Transported by Cord	Transported by Coroner's Office:		External Examinations:	
4		0	0		0	

## PERSONNEL/OFFICE ACTIVITY:

- 1. On January 2, Coroner Purcell facilitated the 'Lights of Hope' support group for families and friends who have been impacted by an overdose related death.
- 2. On January 14, Coroner Purcell hosted the quarterly Opioid Study Group.
- 3. On January 17, Chief Deputy Gotte provided a New Hire Orientation to a KCSO Deputy.
- 4. Throughout January, a total of 10 hours of community service hours were completed at the Kendall County Coroner's Office.

## FINANCIAL ACTIVITY:

- 1. EXPENSES
  - 1. General Budget Total Expenses: \$955.90
  - 2. Death Certificate Surcharge Expenditures: \$26.51
  - 3. Special Fees Expenditures: \$731.28
- 2. REVENUE
  - 1. Special Fees Revenue: \$1050.00

## KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Office Building Rooms 209 & 210 111 W. Fox Street, Yorkville, Illinois 6:30 p.m.

Meeting Minutes of February 11, 2019 - Unofficial until approved

### **CALL TO ORDER**

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

Chairman Prochaska led the attendees in the Pledge of Allegiance.

# **ROLL CALL**

<u>Committee Members Present</u>: Elizabeth Flowers, Judy Gilmour, Matt Kellogg (Vice-Chairman), John Purcell (arrived at 6:37 p.m.) and Matthew Prochaska (Chairman) Committee Members Absent: None

Also Present: Matt Asselmeier (Senior Planner), Ruth Ann Sikes (Part-Time Office Assistant Zoning), Dan Kramer, Rodolfo Nunez, Georgina Nunez, Beverly Horsley, Zach Barnwell, Scott Wallin, Kristin Friestad, Scott Friestad, Ed Gruber, Marissa Friestad, Todd Milliron, Clayton Childers, Chris Paluch, Jim Johnson, Priscilla Gruber, Deputy Commander Jason Langston, and Larry Nelson

## **APPROVAL OF AGENDA**

Member Flowers made a motion, seconded by Member Gilmour, to approve the agenda as presented. Chairman Prochaska made a motion to amend the agenda by moving the update on the zoning violation at 790 Eldamain Road to between Petition 18-04 and Petition 19-04, seconded by Member Flowers. With a voice vote of four (4) ayes, the motion to amend the agenda carried unanimously. With a voice vote of four (4) ayes, the amended agenda was approved unanimously.

### **APPROVAL OF MINUTES**

Member Gilmour made a motion, seconded by Member Flowers, to approve the minutes of the January 7, 2019, meeting. With a voice vote of four (4) ayes, the motion carried unanimously.

### **PUBLIC COMMENT**

Scott Friestad, Lisbon Township, questioned which map was under consideration. Chairman Prochaska indicated it was the map reflecting the recorded version of the Village of Lisbon's future land use map. Mr. Friestad expressed concerns about increasing mining in the area and urged the Committee to wait with approving this proposal because he does not see a need for the amendment at this time.

Scott Wallin, Lisbon Township, agreed with Scott Friestad. Mr. Wallin wanted the area to stay agriculture because the agriculture designation would make it harder for someone to request a rezoning to a mining or other non-agricultural use.

Member Purcell arrived at this time (6:37 p.m.).

Ed Gruber, Plainfield, expressed his opinion that the County needed to tighten its outdoor shooting range regulations because of noise and concerns about physical safety.

Clayton Childers, Oswego, is a gun club member. He stated that the gun club where he is a member was in existence prior to many of the residential neighbors moving into the area. Homebuyers should do research prior to moving into an area. He questioned the locations of alleged violations of the law. He stated that gun ranges consider safety the primary priority. He hoped the County could middle ground with regulations.

Chris Paluch, Yorkville, stated that he did research on the location of gun ranges prior to purchasing his home and only found one (1) listed, Knollwood. He does not like the gun ranges that shoot everyday for most of the year. He questioned the frequency of shooting at the Kendall County Sheriff's Office shooting range and expressed opposition to the frequency of shooting. Noise was major concern. He also asked if the existing gun ranges needed to make changes to their operations because of the increased number of neighbors.

Todd Milliron, Yorkville, requested that a map be prepared to show the locations of existing gun ranges.

Jim Johnson, Knollwood Gun Club, stated that the problem was not gun clubs, but people hunting on their own property.

Marissa Friestad, Lisbon Township, expressed her concerns about preserving agricultural land. She believes that the proposed future land use map in Lisbon Township will disrupt good farmland.

Priscilla Gruber, Plainfield, expressed concerns about projectiles leaving sites and expressed concerns about public safety. She questioned the shooting of certain guns in close proximity to residential neighborhoods. She stated that shooting did not occur when she moved into the area forty (40) years ago. She believed that the current regulations were inadequate when dealing with commercial ranges. She argued that firing of guns diminishes property values and discourages commercial development and business attraction. She favored using the Department of Energy's standards for gun range design. She argued that the gun range lawsuits in Chicago were not applicable in Kendall County because of Chicago's regulations and the number of gun ranges in Chicago.

Kristin Friestad, Lisbon Township, discussed the new uses in Lisbon Township, including a gun range. She requested that the County wait a few years before amending the future land use map in Lisbon Township.

### **PETITIONS**

<u>Petition 18-04-Request from the Kendall County Regional Planning Commission</u>
Chairman Prochaska made a motion, seconded by Member Flowers, to forward Petition 18-04 to the County Board with a neutral recommendation.

The different options were discussed.

Member Purcell stated his belief that, if a mining entity wanted to locate near the Village of Lisbon, the Village of Lisbon should determine whether or not location is a good idea. He expressed concerns that the County would not be able to turn down a rezoning request if the request is consistent with the future land use map.

Without objection, Chairman Prochaska invited Village of Lisbon President Paul Pope to the podium. President Pope confirmed the accuracy of the Village of Lisbon's future land use map. The Village of Lisbon has no objections to the County's proposal.

Member Gilmour stated that she did not see the need for the proposal and did not believe that the residents of Lisbon Township were not properly included in preparing this proposal.

The County is not aware of any requests for new mining operations in Lisbon Township.

The Village of Lisbon would not get any taxes or fees if a mining operation opened in the unincorporated area.

Yeas (2): Flowers and Prochaska

Nays (3): Gilmour, Kellogg, and Purcell

Abstain (0): None Absent (0): None

The motion failed.

### **OLD BUSINESS**

### Update on Zoning Violation at 790 Eldamain Road

Mr. Asselmeier provided updated pictures of the property. Slats have been installed, but some areas where gates could be placed still remain unfenced.

The neighboring land uses are agriculture. The County's plan calls for manufacturing. Yorkville's plan calls for estate residential and Plano's plan calls for manufacturing.

Dan Kramer, attorney for the property owner, will email Mr. Asselmeier the completion date.

An update will be provided at the Committee of the Whole and at the March Planning, Building and Zoning Committee meeting.

## **PETITIONS**

### Petition 19-04-Request from Rodolfo and Georgina Nunez

Dan Kramer, attorney for the Petitioners, explained the proposed use and business operations. No opposition was expressed by Oswego Township, the Village of Oswego, or any advisory board.

Member Gilmour made a motion, seconded by Member Flowers, to forward this proposal to the County Board.

Yeas (5): Flowers, Gilmour, Kellogg, Purcell, and Prochaska

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

The motion carried unanimously. This matter will go to the County Board on February 19, 2019.

<u>Petition 19-05-Specialty Oswego, LLC and Stuart and Paula Weihler (Prospective Buyers)</u> Member Kellogg excused himself from this petition because of a conflict of interest.

Dan Kramer, attorney for the Petitioners, explained the proposal.

Oswego Township expressed no opposition to the proposal. The Village of Oswego asked if the Petitioners desired to annexation. The Petitioners do not desire annexation at this time. None of the advisory boards expressed opposition.

Mr. Kramer requested an additional hour for cleanup of events. The consensus of the Committee was to grant the Petitioners' request for an additional one (1) hour for cleanup.

Music will originate indoors except during weddings. The speakers will be pointed towards the indoors of the building. Berming, landscaping, and distance to neighboring houses will prevent loud noise from impact neighbors.

The Petitioners were seeking a variance from the sprinkler requirement from the Oswego Fire Protection District.

The County generates revenue from this type business from sales tax, property tax, and new jobs.

Member Gilmour made a motion, seconded by Member Flowers, to forward this proposal to the County Board and discuss the proposal at the Committee of the Whole.

Yeas (5): Flowers, Gilmour, Kellogg, Purcell, and Prochaska

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

The motion carried unanimously. This matter will go to the County Board on February 19, 2019, and could be discussed at the February 14, 2019, Committee of the Whole.

Member Kellogg returned to the meeting at this time.

### **NEW BUSINESS**

### Report from Regional Planning Commission

Larry Nelson, Kendall County Regional Planning Commission, expressed a desire to amend the Kendall County Zoning Ordinance to allow Kendall County Sheriff's Department shooting ranges as permitted uses in the A-1 Agricultural District.

Member Purcell questioned the number of shooting ranges needed by the Kendall County Sheriff's Department. Deputy Commander Jason Langston said that only one (1) range will be used at a time. Indoor shooting training occurs in Naperville. Member Purcell expressed concerns about grant the Sheriff's Department special conditions compared to other gun ranges.

The proposal will be placed on the February 27, 2019, Regional Planning Commission agenda for initiation of a text amendment.

### **RECESS**

The Committee recessed from 8:00 p.m. to 8:05 p.m. All members of the Committee were present when the recess concluded.

### **OLD BUSINESS**

<u>Discussion of Amended Petition 17.28 Pertaining to Test Amendments to Sections 7.01.D.32</u> (Special Uses in A-1 Agricultural District), 7.01.D.33 (Special Uses in A-1 Agricultural District) and 10.03.B.4 (Special Uses in M-3 Aggregate Material Extraction, Processing and Site Reclamation District) of the Kendall County Zoning Ordinance Pertaining to Regulations of Outdoor Target Practice or Shooting Ranges (Not including Private Shooting in Your Own Yard) Chairman Prochaska presented the revised proposal.

The use on Kendall County Forest Preserve District property will be defined by 70 ILCS 805/5.

The NRA Range Source Book referenced shall be the 2012 version of the NRA Range Source Book. A copy of this document shall be available for public access in the Planning, Building and Zoning Department. Discussion occurred about using the most current version of the NRA Range Source Book. The consensus of the Committee was to use the 2012 version.

The downrange safety area shall correspond with those regulations in McHenry County. Shotgun ranges will be one thousand five hundred feet (1,500'). Ranges for handguns and rifles not more powerful than .22 long rifle would be seven thousand feet (7,000'). Ranges for rifles more powerful than .22 long rifle would be thirteen thousand five hundred feet (13,500'). The requirement could be waived if "no blue sky" overhead baffling is installed or appropriate berming.

Firing lines must be at least one thousand feet (1,000') from existing residential dwellings and property lines of schools, daycares, places of worship, and airstrips.

The range safety officer must be present at all times and must be certified by the National Rifle Association's Range Safety Officer Program or equivalent state or nationally-recognized safety

officer certification program as approved by the County Board. The range safety officer shall enforce all range rules.

The flagpole shall be eighteen feet (18') high and the flag shall be bright red forty inches (40") long, twenty inches (20") wide at the pole, and six inches (6") wide at the free end. Signs shall be at least ten inches by twelve inches (10"X12") and placed at entrance to any areas where firing is taking place.

Without objection, Zach Barnwell was recognized. Mr. Barnwell, member of Barber Greene Hunting and Fishing Club, provided the dimensions of their signs and flags.

Everyone on the firing line is required to wear hearing protection and safety glasses.

The range shall have public bathrooms.

The minimum parcel size is twenty (20) acres.

Marijuana and other illicit drugs were added to the no alcohol prohibition.

The A+ insurance provider requirement was removed. The special use permit holder shall supply a copy of the insurance policy to the Kendall County Planning, Building and Zoning Department annually on or before February 1<sup>st</sup> of each year.

Noise regulations were set at 60 dBa during the day and 55 dBa at night. The powered equipment exemption was added to the proposal. Hours of operation must be approved by the County Board.

The Zoning Board of Appeals may grant variances to this ordinance where doing so would not impact the health, safety, or welfare of the residents of Kendall County. In addition, when denying a variance request, the Zoning Board of Appeals shall show why the granting of the variance would harm the health, safety, or welfare of the residents of Kendall County.

Member Kellogg made a motion, seconded by Member Gilmour, to amend the proposal with the changes listed previously and to refer the proposal to the Kendall County Zoning Board of Appeals for rehearing.

Yeas (5): Flowers, Gilmour, Kellogg, Purcell, and Prochaska

Nays (0): None Abstain (0): None

The motion carried unanimously. This matter will go to the Kendall County Zoning Board of Appeals.

Approval of Initiating a Test Amendment to Section 11.05A of the Kendall County Zoning Ordinance Pertaining to the Parking and Storage of Unoccupied Recreational Vehicles, Trailers and Mobile Homes.

Mr. Asselmeier summarized the request.

Page 6 of 8

At the January Planning, Building and Zoning Committee meeting, the Committee requested Staff to prepare a proposed text regarding Section 11.05A of the Kendall County Zoning Ordinance pertaining to the parking of recreation vehicles, trailers and mobile homes.

The proposal is divided into three (3) parts:

Part One: Amends Section 11.05A.1.b by allowing the parking of recreational vehicles, trailers and mobile homes in the front and corner yard setbacks in the R-4, R-5, R-6, and R-7 Zoning Districts provided that no sidewalk, trail, or visibility of motorists is blocked. The remainder of Section 11.05.A.1.b is renumbered to reflect the amendment.

Part Two: The requirement that certain recreational vehicles be registered is removed because the proposal renders the registrations moot. Five (5) recreational vehicles were registered with the County.

Part Three: Section 11.05.A.2 is amended by removing the seventy-two (72) hour parking provision. The remainder of Section 11.05.A.2 is renumbered to reflect the amendment.

Member Purcell made a motion, seconded by Member Flowers, to initiate the text amendment as proposed.

Yeas (5): Flowers, Gilmour, Kellogg, Purcell, and Prochaska

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

The motion carried unanimously.

### Zoning Ordinance Project Update

Mr. Asselmeier read an email from Mike Hoffman stating that Mr. Hoffman planned to have an update to Mr. Asselmeier by February 15<sup>th</sup>.

### **CORRESPONDENCE**

None

### **PUBLIC COMMENT**

Todd Milliron, Yorkville, suggested that hours of operations for gun ranges include shooting and other activities. A gun range might have a party or some other event where shooting is not taking place.

# **COMMENTS FROM THE PRESS:**

None

### **EXECUTIVE SESSION**

None

# **ADJOURNMENT**

Motion by Member Flowers, seconded by Member Kellogg, to adjourn. With a voice vote of five (5) ayes, the motion carried unanimously. Chairman Prochaska adjourned the meeting at 8:50 p.m.

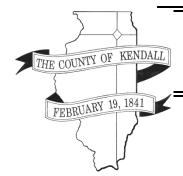
Minutes prepared by Ruth Ann Sikes, Part-Time Office Assistant (Zoning)

Enc.



# Kendall County Agenda Briefing

Committee:
Meeting Date:
Amount:
Budget:
Issue:
issue.
Background and Discussion:
Committee Action:
Staff Recommendation:
Prepared by:
Department:
Date:



# **DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203 Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

# Petition 19-04 Rodolfo and Georgina Nunez 6725 Route 71 A-1 Special Use – Landscape Operation

### INTRODUCTION

Rodolfo and Georgina Nunez are requesting an A-1 Special Use to operate a landscaping business, Outdoorscapes, Inc., at the subject property.

### **ACTION SUMMARY**

### **OSWEGO TOWNSHIP**

Petition information was sent to Oswego Township on December 21, 2018. Oswego Township met on January 15, 2019 and stated no objections to the proposal.

### **VILLAGE OF OSWEGO**

Petition information was sent to the Village of Oswego on December 21, 2018. The Village of Oswego did not request any right-of-way dedication as part of this special use permit. The Village of Oswego did not submit any comments in general regarding this proposal.

### OSWEGO FIRE PROTECTION DISTRICT

Petition information was sent to Oswego Fire Protection District on December 21, 2018. The Petitioner and Oswego Fire Protection District exchanged correspondence regarding sprinkler requirements. The Petitioner will apply for a variance to the sprinkler requirement.

### **ZPAC**

ZPAC met on this case on January 8, 2019. ZPAC unanimously recommended approval of this proposal.

### **KCRPC**

The Kendall County Regional Planning Commission met on this case on January 23, 2019. No customers will come to the site. Employees will park on the existing driveway and will use the restrooms inside the house. No landscape material will be stored onsite. No members of the public spoke in favor or in opposition to the proposal. The Kendall County Regional Planning Commission unanimously recommended approval of the request with restrictions.

### ZBA

The Kendall County Zoning Board of Appeals held a public hearing on this proposal on January 28, 2019. The Petitioner's attorney was the only person to testify on this proposal. The Zoning Board of Appeals unanimously recommended approval of the proposal.

### **PBZ**

The Kendall County Planning, Building and Zoning Committee met on February 11, 2019, and unanimously recommended approval.

### FINDINGS OF FACT

§ 13.08.J of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order to recommend in favor of the applicant on special use permit applications. They are listed below in *italics*. Staff has provided findings in **bold** below based on the recommendation:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. **Provided that the property is**County Board Memo – Prepared by Matt Asselmeier – February 13, 2019

Page 1 of 5

developed in accordance with the submitted site plan, that the maximum number of employees reporting to the site is minimal, that landscaping debris is not stored onsite, that the majority of equipment is stored in an enclosed structure, and that the new structure is constructed per applicable codes, the proposed use will not be detrimental to or endanger the public, health, safety, morals, comfort, or general welfare.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The submitted site plan shows the construction of a new two thousand four hundred (2,400) square foot building. A berm is already located on the subject property. The proposed use is consistent with similar agricultural related uses. The proposed use will not be located near any structures on adjoining properties. With appropriate restrictions, the proposed use should not adversely impact adjacent uses.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The existing well, septic, and electrical systems are adequate for the proposed use. Route 71 is State maintained highway that can handle loads of at least seventy-three thousand two hundred eighty pounds (73,280 lbs). If best management practices are followed when constructing the new building and if no landscape debris is stored onsite, no concerns about drainage of stormwater runoff exist.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. The proposed business and site plan conform to all other applicable regulations of the A-1 Zoning District.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The LRMP encourages agriculture and agribusiness (Page 3-3). The proposed use is consistent with the purpose and objectives of the LRMP.

### **RECOMMENDATION**

Staff recommends approval of the proposed special use permit subject to the following conditions:

- 1. The site shall be developed substantially in accordance with the attached site plan.
- 2. Within sixty (60) days of the approval of this special use, the Petitioner shall supply the Kendall County Health Department with the locations of the existing well and septic systems on the property. This deadline may be extended by mutual agreement between the Petitioner and the Kendall County Health Department.
- 3. All vehicles, equipment and materials associated with a landscaping business shall be stored entirely within enclosed structures. The owner of the business allowed by this special use permit may store nursery stock outdoors. All equipment related to the business allowed by this special use permit shall be inside the enclosed structures between sunset and sunrise. The owner of the business allowed by this special use permit may keep one (1) company truck parked outdoors between sunset and sunrise.
- 4. No landscape waste generated off the property can be burned on this site
- 5. A maximum of five (5) employees of the business allowed by this special use permit may report to this site for work. (Raised from 3 at Petitioner's request prior to RPC)
- 6. No permanent commercial related signage may be displayed at the property.
- 7. The property owner and operator of the business allowed by this special use permit shall follow all County Board Memo Prepared by Matt Asselmeier February 13, 2019 Page 2 of 5

applicable Federal, State, and Local laws related to the operation of this type of business.

- 8. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
- 9. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

### SITE INFORMATION

PETITIONER Rodolfo and Georgina Nunez

ADDRESS 6725 Route 71

LOCATION Approximately 0.41 Miles West of Orchard/Minkler Roads on the Northwest Side of Route 71



TOWNSHIP Oswego

PARCEL # 02-24-300-018 and 02-24-300-017

LOT SIZE 3.00 +/- acres

EXISTING LAND Residential/Agricultural

USE

ZONING A-1 Agricultural District

**LRMP** 

Existing Land Use	Farmstead (Residential/Agricultural)
Future Land Use	Rural Residential
Roads	Route 71 is a State Highway classified as a Major Arterial Road.
Trails	Oswego has a Trail Planned along Route 71.
Floodplain/ Wetlands	There is a pond on the property to the northwest, but NOT on the subject property.

REQUESTED ACTION

A-1 Special Use to operate a landscaping business

APPLICABLE Section 7.01 D.28 – A-1 Special Uses – Permits Landscape Businesses with the REGULATIONS following stipulations:

- 1. All vehicles, equipment and materials associated with a landscaping business shall be stored entirely within an enclosed structure, unless otherwise permitted under the terms of this Special Use Permit.
- 2. The business shall be located on, and have direct access to, a State, County or Collector Highway as identified in the County's LRMP, having an all-weather surface, designed to accommodate loads of at least 73,280 lbs, unless otherwise approved in writing by the agency having jurisdiction over said Highway. Such approvals shall establish limitations as to the number of employees and types of vehicles coming to and from the site that are engaged in the operation of the use (including delivery vehicles). These restrictions shall be included as controlling conditions of the Special Use. (Amended 7/17/2007)
- 3. No landscape waste generated off the property can be burned on this site

Section 13.08 - Special Use Procedures

### SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Agricultural/Residential/ Horse Related	A-1	Rural Residential (0.60 DU/Acre)	A-1 and R-3
South	Agricultural	A-1	Rural Residential	A-1
East	Agricultural	A-1	Rural Residential.	A-1 and Court Ordered Mining (County)
				B-3 Commercial Business (Oswego)
West	Agricultural/Residential/ Horse Related	A-1	Rural Residential	A-1

Thirty-nine (39) homes are located within one half (1/2) mile of the property.

### PHYSICAL DATA

### **ENDANGERED SPECIES REPORT**

The EcoCAT Report was submitted and several species were identified to be in the area. IDNR submitted a response stating that the consultation was closed on the condition that best management practices are employed when constructing structures and earthmoving on the property.

### NATURAL RESOURCES INVENTORY

Application submitted on December 20, 2018. LESA Score was 152 indicating a low level of protection.

### **BUSINESS OPERATION**

The Petitioner originally planned to have at most three (3) employees report to the site for work. The Petitioner changed this request to have a maximum five (5) employees report to the site for work shortly before the Kendall County Regional Planning Commission meeting.

No landscaping debris would be stored onsite. The Petitioner might place nursery stock onsite. All equipment shall be stored in doors after sunset; the Petitioner indicated that he might keep a company vehicle parked (a truck) parked outside overnight.

### **BUILDING CODES**

The Petitioner originally planned to remove the containers on the property and construct an approximately two thousand four hundred (2,400) square foot building on the property. The building will have to meet all applicable codes. Shortly before the Kendall County Regional Planning Commission meeting, the Petitioner requested permission to keep the containers on the property and construct the proposed building within one (1) year of the date of the issuance of the special use permit. Staff was agreeable with this request provided that the containers were moved behind the setback lines.

### **ACCESS**

The property fronts Route 71.

### **TRAILS**

The Village of Oswego's plans called for a trail along Route 71. Neither the Village of Oswego nor the Illinois Department of Transportation requested an easement or land dedication for right-of-way for a trail.

### **PARKING**

The site plan shows parking around the existing house.

### LIGHTING

No additional lighting was proposed.

### **SIGNAGE**

No signage was proposed.

### **SCREENING**

The Zoning Ordinance requires all vehicles, equipment and materials associated with a landscaping business shall be stored entirely within an enclosed structure, unless otherwise permitted under the terms of this Special Use Permit. An existing berm with evergreens and other trees is located on the property.

### **STORMWATER**

The property drains to the northwest and southwest of the site. WBK submitted comments on the proposal.

### **ATTACHMENTS**

1. Draft Ordinance

## ORDINANCE NUMBER 2019-\_\_

# GRANTING A SPECIAL USE PERMIT ON PROPERTY ZONED A-1 AGRICULTURAL FOR A LANDSCAPING BUSINESS FOR A 3.0 ACRE +/- PARCEL LOCATED AT 6725 ROUTE 71, YORKVILLE, ILLINOIS AND IDENTIFIED BY PARCEL IDENTIFICATION NUMBERS 0224-300-018 AND 02-24-300-017 IN OSWEGO TOWNSHIP

<u>WHEREAS</u>, Section 13.08 of the Kendall County Zoning Ordinance 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

<u>WHEREAS</u>, Section 7.01.D.28 of the Kendall County Zoning Ordinance permits the operation of landscaping businesses as a special use with certain restrictions in the A-1 Agricultural Zoning District; and

<u>WHEREAS.</u> the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural Zoning District and consists of approximately 3.0 acres located at 6725 Route 71, Yorkville, Illinois (PINs: 02-24-300-018 and 02-24-300-017) in Oswego Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as "the subject property"; and

<u>WHEREAS</u>, the subject property is currently owned by Rodolfo and Georgina Nunez and shall hereinafter be referred to as "Petitioner"; and

<u>WHEREAS</u>, on or about December 21, 2018, Petitioner filed a petition for a Special Use Permit allowing the operation of a landscaping businesses at the subject property and

<u>WHEREAS</u>, following due and proper notice by publication in the Kendall County Record not less than fifteen days prior thereto, the Kendall County Zoning Board of Appeals conducted a public hearing on January 28, 2019, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner's attorney presented evidence, testimony, and exhibits in support of the requested special use permit and zero members of the public testified in favor or in opposition; and

<u>WHEREAS</u>, 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 special use permit with conditions as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated January 28, 2019, a true and correct copy of which is attached hereto as Exhibit B; and

<u>WHEREAS</u>, 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 special use permit with conditions; and

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

<u>WHEREAS</u>, this special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property; and

# <u>NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS,</u> as follows:

- 1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
- 2. The Kendall County Board hereby grants approval of Petitioner's petition for a special use permit allowing the operation of a landscaping business on the subject property subject to the following conditions:
  - A. The site shall be developed substantially in accordance with the attached site plan attached hereto as Exhibit C.
  - B. Within sixty (60) days of the approval of this special use, the Petitioner shall supply the Kendall County Health Department with the locations of the existing well and septic systems on the property. This deadline may be extended by mutual agreement between the Petitioner and the Kendall County Health Department.
  - C. All vehicles, equipment and materials associated with a landscaping business shall be stored entirely within enclosed structures. The owner of the business allowed by this special use permit may store nursery stock outdoors. All equipment related to the business allowed by this special use permit shall be inside the enclosed structures between sunset and sunrise. The owner of the business allowed by this special use permit may keep one (1) company truck parked outdoors between sunset and sunrise.
  - D. No landscape waste generated off the property can be burned on this site
  - E. A maximum of five (5) employees of the business allowed by this special use permit may report to this site for work.
  - F. No permanent commercial related signage may be displayed at the property.
  - G. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
  - H. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
  - I. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
- 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 special use permit.

State of Illinois County of Kendall Zoning Petition #19-04

 $\underline{\mathit{IN~WITNESS~OF}}$ , this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this  $19^{\text{th}}$  day of February, 2019.

Attest:	
Kendall County Clerk	Kendall County Board Chairman
•	•
Debbie Gillette	Scott R. Gryder

# LEGAL DESCRIPTION OF TRACT TO BE REZONED:

That Part of the Southwest Quarter of Section 24, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northwesterly Corner of Herren's Third Subdivision; thence South 68'16'35" West, along the Southerly Right-of-Way Line of Illinois Railnet (formerly known as Chicago, Burlington and Quincy Railroad Company), 493.67 feet; thence South 23'13'27" East, 405.50 feet; thence South 51'25'35" West, 523.58 feet; thence South 41°56'10" West, 1071.73 feet; thence South 66°46'00" East, 742.45 feet to a point on the Northerly Right-of-Way Line of Illinois Route 71 hereinafter referred to as "Point A"; thence North 66°46'00" West, 337.64 feet; thence North 41°47'24" East, 141.40 feet for the point of beginning; thence South 66'46'00" East, 316.51 feet to said Northerly Right-of-Way; thence Northeasterly, along said Northerly Right-of-Way being a curve to the right with a radius of 3233.23 feet and a chord bearing North 38°34'44" East, an arc distance of 455.93 feet to a point on said Northerly Right-of-Way which is an arc distance of 592.09 feet from "Point A" aforesaid; thence North 66°46'00" West, 289.60 feet: thence South 41°47'24" West, 463.40 feet to the point of beginning in Oswego Township, Kendall County, Illinois.

### FINDINGS OF FACT

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. Provided that the property is developed in accordance with the submitted site plan, that the maximum number of employees reporting to the site is minimal, that landscaping debris is not stored onsite, that the majority of equipment is stored in an enclosed structure, and that the new structure is constructed per applicable codes, the proposed use will not be detrimental to or endanger the public, health, safety, morals, comfort, or general welfare.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The submitted site plan shows the construction of a new two thousand four hundred (2,400) square foot building. A berm is already located on the subject property. The proposed use is consistent with similar agricultural related uses. The proposed use will not be located near any structures on adjoining properties. With appropriate restrictions, the proposed use should not adversely impact adjacent uses.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The existing well, septic, and electrical systems are adequate for the proposed use. Route 71 is State maintained highway that can handle loads of at least seventy-three thousand two hundred eighty pounds (73,280 lbs). If best management practices are followed when constructing the new building and if no landscape debris is stored onsite, no concerns about drainage of stormwater runoff exist.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. The proposed business and site plan conform to all other applicable regulations of the A-1 Zoning District.

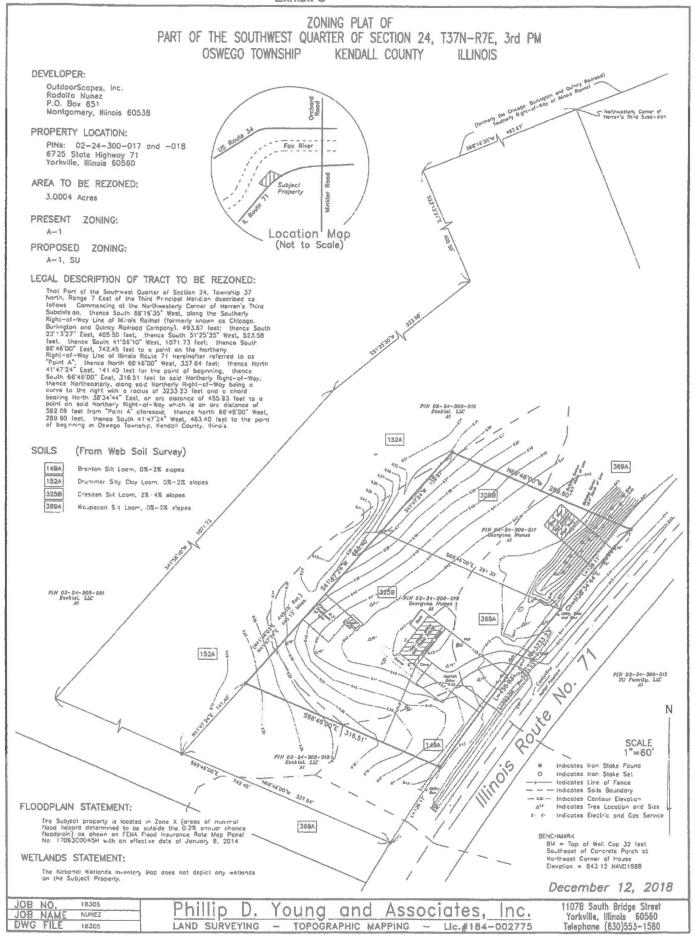
That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The LRMP encourages agriculture and agribusiness (Page 3-3). The proposed use is consistent with the purpose and objectives of the LRMP.

### APPROVAL WITH CONDITIONS

- 1. The site shall be developed substantially in accordance with the attached site plan.
- 2. Within sixty (60) days of the approval of this special use, the Petitioner shall supply the Kendall County Health Department with the locations of the existing well and septic systems on the property. This deadline may be extended by mutual agreement between the Petitioner and the Kendall County Health Department.
- 3. All vehicles, equipment and materials associated with a landscaping business shall be stored entirely within enclosed structures. The owner of the business allowed by this special use permit may store nursery stock outdoors. All equipment related to the business allowed by this special use permit shall be inside the enclosed structures between sunset and sunrise. The owner of the business allowed by this special use permit may keep one (1) company truck parked outdoors between sunset and sunrise.

### Exhibit B

- 4. No landscape waste generated off the property can be burned on this site
- 5. A maximum of five (5) employees of the business allowed by this special use permit may report to this site for work.
- 6. No permanent commercial related signage may be displayed at the property.
- 7. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
- 8. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
- 9. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.





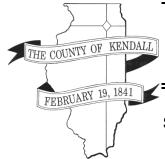
Prepared by: Matthew H. Asselmeier, AICP

Date: February 13, 2019

Department: Planning, Building and Zoning Department

# Kendall County Agenda Briefing

Committee: Planning, Building and Zoning
Meeting Date: February 11, 2019
Amount: N/A
Budget: N/A
Issue: Petition 19-05-Request from Specialty Oswego, LLC (Current Owners) and Stuart and Paula Weihler (Prospective Buyers) for a Special Use Permit to Operate a Banquet Facility and a Variance to Section 7.01.D.10.A of the Kendall County Zoning Ordinance to Allow a Banquet Facility to be Located off of a Non-Arterial or Non-Major Collector Roadway for a 10.0 Acre +/- Parcel Located in the 5100 Block of Schlapp Road on the East Side of Schlapp Road Approximately 0.48 Miles South of Plainfield Road on the South Ten
Background and Discussion:
See Attached Memo
Record for Petition - https://www.co.kendall.il.us/wp-content/uploads/Petition-19-05.pdf
Committee Action:
ZPAC-Approval with Conditions; KCRPC-Approval with Conditions; ZBA-Approval with Conditions; Oswego Township-Approval with Conditions; Village of Oswego-Wondered if Owners Desired Annexation, No Annexation at this Time; Oswego Fire Protection DistApproval with Conditions; PBZ Committee-Approval with Conditions, but would like Discussion at Committee of the Whole
Staff Recommendation:
Approval with Conditions



# **DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203
Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

### Petition 19-05

Specialty Oswego, LLC (Current Owners) and Stuart and Paula Weihler (Prospective Owners)
5100 Block of Schlapp Road
A-1 Special Use – Banquet Facility

### INTRODUCTION

Stuart and Paula Weihler would like to establish a banquet facility, Heritage Homestead at the subject property. The property is currently owned by Specialty Oswego, LLC and the Weihler's have a contract to purchase the property subject to obtaining the required zoning permits to operate a banquet facility.

### **ACTION SUMMARY**

## **OSWEGO TOWNSHIP**

Oswego Township was emailed information on December 21, 2018. At ZPAC, discussion occurred regarding dedicating a portion of the frontage of the property for Schlapp Road right-of-way. Oswego Township was in favor of this suggestion. At their meeting on January 15, 2019, they expressed support for the right-of-way dedication and expressed no comments in object to either the requested special use permit or variance.

### **OSWEGO FIRE PROTECTION DISTRICT**

Oswego Fire Protection District was emailed information on December 21, 2018. The Petitioner will seek a variance to the sprinkler requirements and they plan to install a security system.

### **VILLAGE OF OSWEGO**

The Village of Oswego was emailed information on December 21, 2018. The Village of Oswego suggested that the Petitioners may want to annex the property to the Village. The Petitioners favor remaining in the unincorporated area at this time. The Village of Oswego did not express any opposition to the proposal.

### **ZPAC**

ZPAC met on this proposal on January 8, 2019. Discussion occurred regarding a sprinkler variance from the Oswego Fire Protection District. Clarification was provided regarding the terms "weekends" and "weekdays." Discussion occurred regarding well testing based on the number of events. The Petitioners acknowledged Kendall County's Right to Farm Clause. The Petitioners stated that they no longer wanted the special use permit previously granted at the property. The Petitioners acknowledged that they would have to apply for a stormwater management permit. ZPAC unanimously recommended approval of the proposal.

### **KCRPC**

The Kendall County Regional Planning Commission met on this proposal on January 23, 2019. A restriction regarding lights not crossing property lines was added to the list of conditions and the parking lot lights will not be on when events are not occurring. The parking surface for the handicapped parking spaces and the walking paths would have to be on an ADA acceptable surface. Restrooms will be inside the barn. A small office suite will be inside the barn. No one will be living at the property. Larry Anderson expressed concerns about patrons coming onto his property which is located east of the property. Mr. Anderson was wondering if a fence could be constructed on the subject property to prevent patrons and litter from crossing onto his property. The Petitioners agreed to discuss fencing and plantings with Mr. Anderson. Mr. Anderson was advised to post "No Trespassing" signs. Tom Gargrave expressed concerns regarding increased traffic on Schlapp Road

and safety at the intersection of Schlapp Road and Plainfield Road. Mr. Gargrave expressed concerns about noise traveling off the property. Mr. Gargrave also expressed concerns regarding light pollution and water supply in the area. The Kendall County Regional Planning Commission unanimously recommended approval.

### ZBA

The Kendall County Zoning Board of Appeals held a public hearing on this petition on January 28, 2019. The Petitioner's attorney was the only person that testified at the public hearing. The Zoning Board of Appeals unanimously recommended approval of the request with the conditions that no parking from the banquet facility was allowed on Schlapp Road, a thirty foot (30') strip of wild flowers and prairie grasses was to be planted on the eastern property line, and "No Trespassing" signs shall be placed along the eastern property line.

### PB7

The Kendall County Planning, Building and Zoning Committee met on February 11, 2019. The Committee approved a request by the Petitioner to allow an extra one (1) hour for cleanup after events. The Committee unanimously recommended approval of the petition. However, the Committee also suggested discussing the proposal at the Committee of the Whole.

### FINDINGS OF FACT-SPECIAL USE

§ 13.08.J of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order to recommend in favor of the applicant on special use permit applications. They are listed below in *italics*. Staff has provided findings in **bold** below based on the recommendation:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, or general welfare, provided that the site is developed in accordance with an approved site plan, landscaping plan, and lighting plan. Proper buffering and noise controls will be necessary to prevent noise from negatively impacting neighboring properties. The Petitioners plan to seek a variance from the Oswego Fire Protection District for sprinkler requirements. The Petitioners are agreeable to dedicating land for Schlapp Road right-of-way. The Kendall County Sheriff's Department has not submitted comments expressing concerns for public health and safety.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The proposed use could be injurious to the enjoyment of other property in the immediate vicinity due to noise and light created from the proposed use. Some of the negative impacts of the proposed use on properties in the immediate vicinity could be mitigated by restrictions related to hours of operation, number of events, and buffering within the ordinance granting the special use permit.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. True, the Petitioner plans to work with the Kendall County Health Department, the Kendall County Planning, Building and Zoning Department and Oswego Township to address utilities, drainage, and points of ingress and egress.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. Provided that the variance is approved regarding distance to arterial and collector roads, the special use would conform to the applicable regulations of the district.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan

County Board Memo – Prepared by Matt Asselmeier – February 13, 2019

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and other adopted County or municipal plans and policies. True, the proposed use in consistent with an objective found on Page 3-6 of the Kendall County Land Resource Management Plan which states as an objective "Encourage Agriculture and Agribusiness."

### FINDINGS OF FACT-VARIANCE

§ 13.04.A.3 of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order to grant variations. They are listed below in *italics*. Staff has provided findings in **bold** below based on the recommendation:

That the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. The proposed banquet facility is approximately one half (1/2) mile from an arterial or major collector (Plainfield Road). In 2018, the County granted a similar variance for a banquet facility located approximately one point two (1.2) miles from an arterial roadway.

That the conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. This is not true. Other banquet facilities in the rural areas could face similar concerns. The specific number of properties sharing similar characteristics is unknown.

That the alleged difficulty or hardship has not been created by any person presently having an interest in the property. The Petitioners created the hardship by desiring to have a banquet facility at the subject property.

That the granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. True, the Kendall County Sheriff's Department, Oswego Township, and the Oswego Fire Protection District have not expressed any concerns regarding the proposed use being materially detrimental to the public welfare or injurious to other property in the neighborhood provided the right-of-way dedication occurs and provided that the Petitioners secure applicable variances from the Oswego Fire Protection District.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. True, the proposed use will not block light or air from adjacent properties. The proposed use will not cause an increase in congestion on public streets because events will not be held every day. Provided the business allowed by the special use permit follows the restrictions placed on the special use permit, no increase to the danger of fire or the endangerment of public safety should occur. Data does not exist as to whether the placement of the proposed use will diminish or impair the property value of the property located southeast of the subject property.

### **RECOMMENDATION**

Because a similar variance was granted at a property further away from a required roadway, Staff recommends approval of the requested special use permit and variance subject to the following conditions and restrictions:

- 1. The site shall be developed substantially in accordance with the attached site plan, landscaping plan, and lighting plan. The previously listed plans may be altered to meet the right-of-way dedication mentioned in condition 2.
- 2. Within sixty (60) days of approval of this special use permit ordinance, the property owners shall convey a strip of land along the entire western portion of the property to Oswego Township to be used as Schlapp Road right-of-way. This dedication shall have a depth of fifty feet (50') as measured from the centerline of Schlapp Road.
- 3. A maximum of two hundred eighty-five (285) guests in attendance at a banquet center related event may be on the subject property at a given time.

- 4. A variance shall be granted to the requirement that the facility shall have direct access to a road designated as an arterial roadway or major collector road as identified in the Land Resource Management Plan as required in Section 7.01.D.10.a of the Kendall County Zoning Ordinance.
- 5. The subject parcel must maintain a minimum of five (5) acres.
- 6. The use of this property shall be in compliance with all applicable ordinances. The banquet facility shall conform to the regulations of the Kendall County Health Department and the Kendall County Liquor Control Ordinance. (Ord. 99-34)
- 7. Off-street parking, lighting and landscaping shall be provided in accordance with the provisions of Section 11 of the zoning ordinance except where variances are granted. In particular, lighting will not be allowed to cross property lines. Parking lot lights shall not be illuminated on evenings when no events are held. (Second and third sentences added at RPC.)
- 8. All signage shall comply with the provisions of Section 12 of the Kendall County Zoning Ordinance. The signage shall be developed in accordance to the attached site plan. The owners of the business allowed by this special use permit may install two (2) directional signs along Schlapp Road. Any signage provided will not be illuminated. (Signage size could be clarified.)
- 9. Retail sales are permitted as long as the retail sales will be ancillary to the main operation.
- 10. The noise regulations are as follows:

Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

**EXEMPTION:** Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

- 11. No music shall originate outside of any building. This exemption shall not apply to non-amplified music used or performed as part of a wedding ceremony. All speakers shall be pointed towards the inside of buildings.
- 12. The hours of operation shall be between 9:00 a.m. and Midnight on weekends and between 9:00 a.m. and 10:00 p.m. on weekdays. The owners of the business allowed by this special use permit shall be allowed an additional two (2) hours after each event for the purposes of cleanup. Setup for events shall occur during the hours of operation. For the purposes of this special use permit ordinance, the term "weekend" shall mean Fridays, Saturdays, the day prior to any Federal or State holiday, and any Federal or State holiday that falls on a Thursday. The term "weekday" shall mean the other days of the week not included in the definition of "weekend." (Changed from one hour to two hours after PBZ Committee)
- 13. A new certificate of occupancy must be issued for all buildings.
- 14. The operator(s) of the banquet facility acknowledge and agree to follow Kendall County's Right to Farm Clause.
- 15. The special use permit for the residential unit of a stable employee, previously granted by Ordinance 1999-10 and amended by Ordinance 1999-20, shall be repealed.
- 16. No patrons, employees, or other individuals associated with events at the banquet facility allowed by this special use permit may park along Schlapp Road. (Added by ZBA)
- 17. Prior to the commencement of business operations, the owners of the banquet facility allowed by this

- special use permit shall plant a thirty foot (30') strip of wild flowers and prairie grasses along the entire eastern property line. (Added by ZBA)
- 18. Prior to the commencement of business operations, the owners of the banquet facility allowed by this special use permit shall erect "No Trespassing" signs near the eastern property line. (Added by ZBA)
- 19. The operator(s) of the banquet facility allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
- 20. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
- 21. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

### SITE INFORMATION

PETITIONER Specialty Oswego, LLC (Current Owners) and Stuart and Paula Weihler (Prospective Buyers)

ADDRESS 5100 Hundred Block of Schlapp Road

LOCATION Approximately 0.48 Miles South of the Intersection of Plainfield Road and Schlapp Road on the East Side of Schlapp Road



TOWNSHIP Oswego

PARCEL # 03-34-100-024 (Southern 10 Acres)

LOT SIZE 10.00 +/- Acres

EXISTING LAND Agricultural

USE

ZONING A-1 Agricultural District

**LRMP** 

Current	Agricultural and Farmstead
Land Use	
Future	Rural Residential (Max 0.60 Du/Acre)
Land Use	
Roads	Schlapp Road is a Township Road Classified as a Minor Collector.
Trails	None
Floodplain/ Wetlands	None

**REQUESTED** ACTION

A-1 Special Use to Operate a Banquet Facility

APPLICABLE Section 7.01 D.10 – A-1 Special Uses – Permits Banquet Facilities to be Located in REGULATIONS the A-1 District with Approval of a Special Use Provided that the Facility Meets Certain Criteria

Section 13.08 - Special Use Procedures

### **SURROUNDING LAND USE**

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Agricultural/Farmstead	A-1	Rural Residential (Max 0.60 DU/Acre) and Rural Estate Residential (Max 0.45 DU/Acre)	A-1
South	Agricultural	A-1	Rural Residential	A-1
East	Agricultural/Farmstead	A-1 and A-1 SU	Rural Residential	A-1, A-1 SU, and R-1 and R-3
West	Agricultural	A-1	Rural Residential	A-1

The A-1 SU immediately to the east of the subject property is a church. One (1) additional A-1 SU is located within one half (1/2) mile of the property to the northeast; this special use permit is for the selling of agricultural products not grown on the premises.

Seven (7) houses, not including the homes in the Douglas Hill Subdivision and Leisure Lea Subdivison, are located within one half (1/2) mile of the existing property lines.

### PHYSICAL DATA

### **ENDANGERED SPECIES REPORT**

EcoCat submitted on December 18, 2018, consultation was terminated.

### NATURAL RESOURCES INVENTORY

NRI application submitted on December 21, 2018. The LESA Score was 212 indicating a medium level of protection.

### **GENERAL**

The Weihlers intend to establish the Heritage Homestead banquet facility and wedding venue as a limited liability company. A special use permit is required to operate a banquet facility at the subject property. There are currently no structures on the property.

This type of use is permitted as a special use on an A-1 property with certain conditions. Those conditions include:

- a. The facility shall have direct access to a road designated as an arterial roadway or major collector road as identified in the Land Resource Management Plan. (Variance is required for this requirement.) A variance is required because Schlapp Road is not an arterial roadway or major collector as defined in the Land Resource Management Plan.
- b. The subject parcel must be a minimum of 5 acres.
- c. The use of this property shall be in compliance with all applicable ordinances. The banquet facility shall conform to the regulations of the Kendall County Health Department and the Kendall County Liquor Control Ordinance. (Ord. 99-34)
- d. Off-street parking, lighting and landscaping shall be provided in accordance with the provisions of Section 11 of the zoning ordinance.
- e. All signage shall comply with the provisions of Section 12 of the Kendall County Zoning Ordinance.
- f. Retail sales are permitted as long as the retail sales will be ancillary to the main operation.
- g. The noise regulations are as follows:

Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

**EXEMPTION:** Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

### **BUSINESS OPERATION**

The Weihler's business plan was provided in the application material.

As noted in the business plan, plat of survey and site plan, the Weihler's would use the southern ten (10) acres of the current property configuration for their event business. They plan to construct a four thousand, nine hundred fifty (4,950) square foot barn with two (2) two thousand five hundred (2,500) square foot outdoor areas on the southwest and northeast sides of the barn. One (1) two thousand (2,000) square foot tent with concrete pad would be located northwest of the barn. Two (2) grain bins, one (1) for the bride and one (1) for the groom, would be constructed to the northwest of each outdoor area. An additional bar grain bin would be constructed west of the tent. Each grain bin would be one hundred seventy-one (171) square feet in size. One (1) outdoor grassy ceremony area, measuring three thousand five hundred (3,500) square feet would be located east of the barn area. One (1) one hundred eighty-one (181) square foot gazebo would be located southeast of the barn. One (1) additional one thousand five hundred (1,500) square foot storage building would be located to the east of the parking area. One (1) one hundred (100) square foot trash enclosure is planned east of the parking area. Gravel pathways would connect the parking lot to the various structures and areas of interest on the property.

The Weihlers propose an approximately thirty-seven thousand seven hundred sixty-two (37,762) square foot wet detention pond around the southern portion of the gazebo. Based on the information provided regarding the amount of disturbed ground (land disturbed for parking, facilities, and detention), a stormwater management permit will be required.

The Weihlers plan to have events year-round. For weekdays, events would start no sooner than 9:00 a.m. and end no later than 10:00 p.m. For weekends and holidays, events would start no sooner than 9:00 a.m. and end no later than midnight. The Weihlers asked the Planning, Building and Zoning Committee for County Board Memo – Prepared by Matt Asselmeier – February 13, 2019 Page 7 of 9

permission to extend cleanup hours until two (2) hours after the end of events on weekends. Section 11.02.F.12 of the Kendall County Zoning Ordinance requires all non-residential lighting to be turned off no later than sixty (60) minutes after an event unless otherwise approved by the Kendall County Planning, Building and Zoning Department.

The Weihlers plan to use select caterers and will have adequate insurance.

If approved, the Weihlers plan to start construction by April 2019 and start having events in October 2019 with a full season of bookings for 2020.

### **BUILDING CODES**

A Building and Occupancy Permit will be required for each structure that will be used in conjunction with the proposed banquet facility.

### **ENVIRONMENTAL HEALTH**

A raised septic area with three sanitary holding tanks is proposed southwest of the proposed barn. The proposed water well will be located northeast of the tent area. No detailed information about the well or septic system was provided. The Petitioner agreed to work with the Kendall County Health Department regarding the logistics of establishing a well and septic system as proposed.

### **ROAD ACCESS**

The property fronts Schlapp Road. A variance will be required to have a banquet facility at this property.

### PARKING AND INTERNAL TRAFFIC CIRCULATION

Based on the information provided, the maximum number of attendees would be two hundred eight-five (285) guests. Four (4) additional full-time employees plus the two (2) owners would be onsite during events. Pending any concerns from first responders, the proposed facility would have more than adequate parking facilities. The Weihlers are proposing one hundred fifty-one (151) parking spaces including seven (7) handicapped accessible spaces.

### **LIGHTING**

The Weihlers propose five (5) twenty foot (20') fixture light poles and two (2) twenty foot (20') single fixture light poles. Parking lot lights will not be on during evenings when no events are occurring.

### **SIGNAGE**

One (1) monument sign is proposed along Schlapp Road as shown on the landscaping plan. No information was provided regarding the size of the sign. The sign would not be illuminated. No information was provided regarding the size of one-way vehicular movement signs.

### LANDSCAPING

The landscaping plan calls for thirty-two (32) canopy trees, sixteen (16) evergreens, ten (10) understory trees, ten (10) ornamental trees, and one hundred twenty-six (126) deciduous bushes.

### **NOISE CONTROL**

The Weihlers plan to have music originate indoors with speakers facing indoors except for processionals at weddings.

The Weihlers plan to install some berming and, with the combination of distance and new plantings, they believe noise will not be an issue.

### **STORMWATER**

WBK submitted comments regarding stormwater related matters. The Petitioners acknowledged that they would need to apply for a stormwater management permit.

### **RELATION TO OTHER SPECIAL USES**

The subject property was granted a special use permit for a residential unit for a stable employee in 1999. At ZPAC, the Petitioners were agreeable to removing this special use permit.

This proposed banquet facility is less than one half (1/2) mile from the nearest road meeting the functional classification requirements in the Zoning Ordinance. By comparison, the banquet facility at 13889 Hughes Road is approximately one point five (1.5) miles from the nearest major collector road (Newark Road via Hollenback Road).

### **ATTACHMENTS**

1. Draft Ordinance

### ORDINANCE NUMBER 2019-\_\_\_\_

GRANTING A SPECIAL USE PERMIT ON PROPERTY ZONED A-1 AGRICULTURAL FOR A
BANQUET FACILITY AND A VARIANCE TO SECTION 7.01.D.10.A OF THE KENDALL
COUNTY ZONING ORDINANCE TO ALLOW A BANQUET FACILITY TO BE LOCATED
OFF OF A NON-ARTERIAL OR NON-MAJOR COLLECTOR ROADWAY FOR A 10.0 ACRE
+/- PARCEL LOCATED IN THE 5100 BLOCK OF SCHLAPP ROAD ON THE EAST SIDE OF
SCHLAPP ROAD APPROXIMATELY 0.48 MILES SOUTH OF PLAINFIELD ROAD ON THE
SOUTH TEN ACRES OF THE PROPERTY IDENTIFIED BY PARCEL IDENTIFICATION
NUMBER 03-34-100-024 IN OSWEGO TOWNSHIP

<u>WHEREAS</u>, Section 13.08 of the Kendall County Zoning Ordinance 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

<u>WHEREAS</u>, Section 13.04 of the Kendall County Zoning Ordinance permits the Kendall County Board to issue variations and place conditions on variations and provides the procedure through which variations are granted; and

<u>WHEREAS</u>, Section 7.01.D.10 of the Kendall County Zoning Ordinance permits the operation of banquet facilities as a special use with certain restrictions in the A-1 Agricultural Zoning District; and

<u>WHEREAS</u>, Section 7.01.D.10.a of the Kendall County Zoning Ordinance requires banquet facilities located in the A-1 Agricultural Zoning District to have direct access to an arterial roadway or major collector road as defined in the Land Resource Management Plan; and

<u>WHEREAS</u>, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural Zoning District and consists of approximately 10.0 acres located on the east side of Schlapp Road approximately 0.48 miles south of Plainfield Road (PIN: 03-34-100-024) in Oswego Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as "the subject property."; and

<u>WHEREAS</u>, the subject property is currently owned by Specialty Oswego, LLC and Stuart and Paula Weihler are under contract to purchase the property and shall hereinafter be referred to as "Petitioner"; and

<u>WHEREAS</u>, on or about December 21, 2018, Petitioner filed a petition for a Special Use Permit allowing the operation of a banquet facility at the subject property and a variance to Sections 7.01.D.10.a of the Kendall County Zoning Ordinance; and

<u>WHEREAS</u>, following due and proper notice by publication in the Beacon News not less than fifteen days prior thereto, the Kendall County Zoning Board of Appeals conducted a public hearing on January 28, 2019, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner's attorney presented evidence, testimony, and exhibits in support of the requested special use permit and variance and zero members of the public testified in favor or in opposition; and

<u>WHEREAS</u>, 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 special use permit and variance with conditions as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated January 28, 2019, a true and correct copy of which is attached hereto as Exhibit B; and

<u>WHEREAS</u>, 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 special use permit and variance with conditions; and

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

<u>WHEREAS</u>, this special use permit and variance shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property; and

# <u>NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS,</u> as follows:

- 1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
- 2. The Kendall County Board hereby grants approval of Petitioner's petition for a special use permit and variance allowing the operation of a banquet facility on the subject property subject to the following conditions:
  - A. The site shall be developed substantially in accordance with the attached site plan attached hereto as Exhibit C, the attached landscaping plan attached hereto as Exhibit D, and the attached lighting plan attached hereto as Exhibit E. The previously listed plans may be altered to meet the right-of-way dedication mentioned in condition B.
  - B. Within sixty (60) days of approval of this special use permit ordinance, the property owners shall convey a strip of land along the entire western portion of the property to Oswego Township to be used as Schlapp Road right-of-way. This dedication shall have a depth of fifty feet (50') as measured from the centerline of Schlapp Road.
  - C. A maximum of two hundred eighty-five (285) guests in attendance at a banquet center related event may be on the subject property at a given time.
  - D. A variance shall be granted to the requirement that the facility shall have direct access to a road designated as an arterial roadway or major collector road as identified in the Land Resource Management Plan as required in Section 7.01.D.10.a of the Kendall County Zoning Ordinance.
  - E. The subject parcel must maintain a minimum of five (5) acres.
  - F. The use of this property shall be in compliance with all applicable ordinances. The banquet facility shall conform to the regulations of the Kendall County Health Department and the Kendall County Liquor Control Ordinance.
  - G. Off-street parking, lighting and landscaping shall be provided in accordance with the provisions of Section 11 of the zoning ordinance except where variances are granted. In particular, lighting will not be allowed to cross property lines. Parking lot lights shall not be illuminated on evenings when no events are held.

- H. All signage shall comply with the provisions of Section 12 of the Kendall County Zoning Ordinance. The signage shall be developed in accordance to the attached site plan. The owners of the business allowed by this special use permit may install two (2) directional signs along Schlapp Road. Any signage provided will not be illuminated.
- I. Retail sales are permitted as long as the retail sales will be ancillary to the main operation.
- J. The noise regulations are as follows:

Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

**EXEMPTION:** Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

- K. No music shall originate outside of any building. This exemption shall not apply to non-amplified music used or performed as part of a wedding ceremony. All speakers shall be pointed towards the inside of buildings.
- L. The hours of operation shall be between 9:00 a.m. and Midnight on weekends and between 9:00 a.m. and 10:00 p.m. on weekdays. The owners of the business allowed by this special use permit shall be allowed an additional two (2) hours after each event for the purposes of cleanup. Setup for events shall occur during the hours of operation. For the purposes of this special use permit ordinance, the term "weekend" shall mean Fridays, Saturdays, the day prior to any Federal or State holiday, and any Federal or State holiday that falls on a Thursday. The term "weekday" shall mean the other days of the week not included in the definition of "weekend."
- M. A new certificate of occupancy must be issued for all buildings.
- N. The operator(s) of the banquet facility acknowledge and agree to follow Kendall County's Right to Farm Clause.
- O. The special use permit for the residential unit of a stable employee, previously granted by Ordinance 1999-10 and amended by Ordinance 1999-20, shall be repealed.
- P. No patrons, employees, or other individuals associated with events at the banquet facility allowed by this special use permit may park along Schlapp Road.
- Q. Prior to the commencement of business operations, the owners of the banquet facility allowed by this special use permit shall plant a thirty foot (30') strip of wild flowers and prairie grasses along the entire eastern property line.
- R. Prior to the commencement of business operations, the owners of the banquet facility allowed by this special use permit shall erect "No Trespassing" signs near the eastern property line.
- S. The operator(s) of the banquet facility allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.

State of Illinois Zoning Petition
County of Kendall #19-05

T. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.

- U. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
- 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 special use permit.

<u>IN WITNESS OF</u>, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 19<sup>th</sup> day of February, 2019.

Attest:	
Kendall County Clerk	Kendall County Board Chairman
Kendan County Clerk	Kendan County Board Chamman
Debbie Gillette	Scott R. Gryder

### Exhibit A

# Legal Description

That Part of the Northwest Quarter of Section 34, Township 37 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the Southwest Corner of said Northwest Quarter; thence Easterly, along the South Line of said Northwest Quarter, 660.0 feet; thence Northeasterly along a line which forms an angle of 116°06'03' with the last described course, measured clockwise therefrom, (said Northeasterly Line which if extended would intersect the North Line of said Northwest Quarter at a point which is 660.0 feet Westerly of the Northeast Corner of said Northwest Quarter), 609.24 feet; thence Westerly, parallel with the South Line of said Northwest Quarter, 932.37 feet to the West Line of said Northwest Quarter; thence Southerly, along said West Line, 547.13 feet to the point of beginning in Oswego Township, Kendall County, Illinois.

### Exhibit B

### FINDINGS OF FACT-SPECIAL USE

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, or general welfare, provided that the site is developed in accordance with an approved site plan, landscaping plan, and lighting plan. Proper buffering and noise controls will be necessary to prevent noise from negatively impacting neighboring properties. The Petitioners plan to seek a variance from the Oswego Fire Protection District for sprinkler requirements. The Petitioners are agreeable to dedicating land for Schlapp Road right-of-way. The Kendall County Sheriff's Department has not submitted comments expressing concerns for public health and safety.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The proposed use could be injurious to the enjoyment of other property in the immediate vicinity due to noise and light created from the proposed use. Some of the negative impacts of the proposed use on properties in the immediate vicinity could be mitigated by restrictions related to hours of operation, number of events, and buffering within the ordinance granting the special use permit.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. True, the Petitioner plans to work with the Kendall County Health Department, the Kendall County Planning, Building and Zoning Department and Oswego Township to address utilities, drainage, and points of ingress and egress.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. Provided that the variance is approved regarding distance to arterial and collector roads, the special use would conform to the applicable regulations of the district.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. True, the proposed use in consistent with an objective found on Page 3-6 of the Kendall County Land Resource Management Plan which states as an objective "Encourage Agriculture and Agribusiness."

### FINDINGS OF FACT-VARIANCE

That the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. The proposed banquet facility is approximately one half (1/2) mile from an arterial or major collector (Plainfield Road). In 2018, the County granted a similar variance for a banquet facility located approximately one point two (1.2) miles from an arterial roadway.

That the conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. This is not true. Other banquet facilities in the rural areas could face similar concerns. The specific number of properties sharing similar characteristics is unknown.

### Exhibit B

That the alleged difficulty or hardship has not been created by any person presently having an interest in the property. The Petitioners created the hardship by desiring to have a banquet facility at the subject property.

That the granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. True, the Kendall County Sheriff's Department, Oswego Township, and the Oswego Fire Protection District have not expressed any concerns regarding the proposed use being materially detrimental to the public welfare or injurious to other property in the neighborhood provided the right-of-way dedication occurs and provided that the Petitioners secure applicable variances from the Oswego Fire Protection District.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. True, the proposed use will not block light or air from adjacent properties. The proposed use will not cause an increase in congestion on public streets because events will not be held every day. Provided the business allowed by the special use permit follows the restrictions placed on the special use permit, no increase to the danger of fire or the endangerment of public safety should occur. Data does not exist as to whether the placement of the proposed use will diminish or impair the property value of the property located southeast of the subject property.

### **RECOMMENDATION**

The Kendall Zoning Board of Appeals unanimously recommends approval of the special use permit and variance subject to the following conditions and restrictions.

- 1. The site shall be developed substantially in accordance with the attached site plan, landscaping plan, and lighting plan. The previously listed plans may be altered to meet the right-of-way dedication mentioned in condition 2.
- 2. Within sixty (60) days of approval of this special use permit ordinance, the property owners shall convey a strip of land along the entire western portion of the property to Oswego Township to be used as Schlapp Road right-of-way. This dedication shall have a depth of fifty feet (50') as measured from the centerline of Schlapp Road.
- 3. A maximum of two hundred eighty-five (285) guests in attendance at a banquet center related event may be on the subject property at a given time.
- 4. A variance shall be granted to the requirement that the facility shall have direct access to a road designated as an arterial roadway or major collector road as identified in the Land Resource Management Plan as required in Section 7.01.D.10.a of the Kendall County Zoning Ordinance.
- 5. The subject parcel must maintain a minimum of five (5) acres.
- 6. The use of this property shall be in compliance with all applicable ordinances. The banquet facility shall conform to the regulations of the Kendall County Health Department and the Kendall County Liquor Control Ordinance. (Ord. 99-34)
- 7. Off-street parking, lighting and landscaping shall be provided in accordance with the provisions of Section 11 of the zoning ordinance except where variances are granted. In particular, lighting will not be allowed to cross property lines. Parking lot lights shall not be illuminated on evenings when no events are held. (Second and third sentences added at RPC.)
- 8. All signage shall comply with the provisions of Section 12 of the Kendall County Zoning Ordinance. The signage shall be developed in accordance to the attached site plan. The owners of the business allowed by this special use permit may install two (2) directional signs along Schlapp Road. Any signage provided will not be illuminated. (Signage size could be clarified.)
- 9. Retail sales are permitted as long as the retail sales will be ancillary to the main operation.

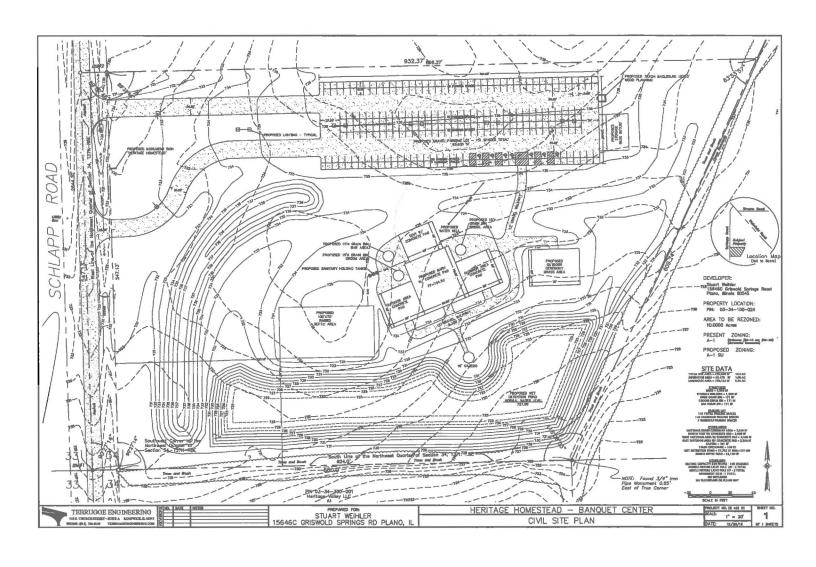
10. The noise regulations are as follows:

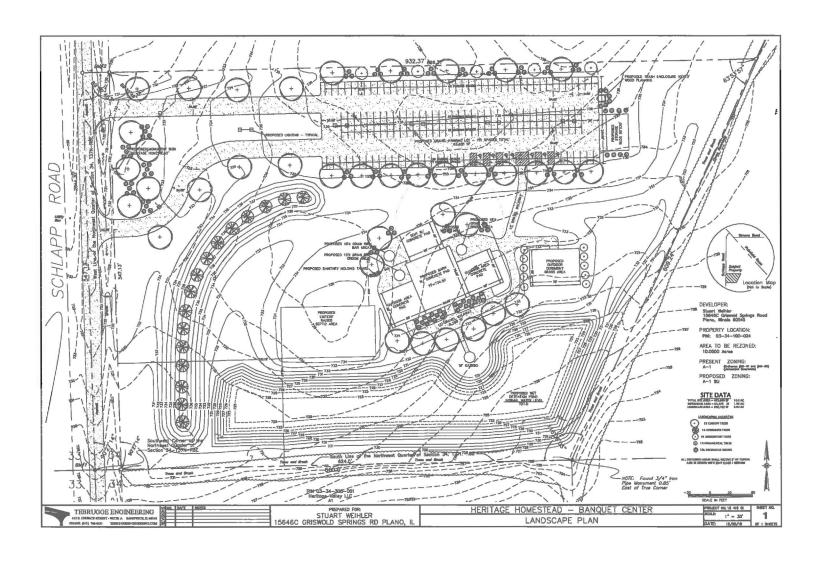
Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

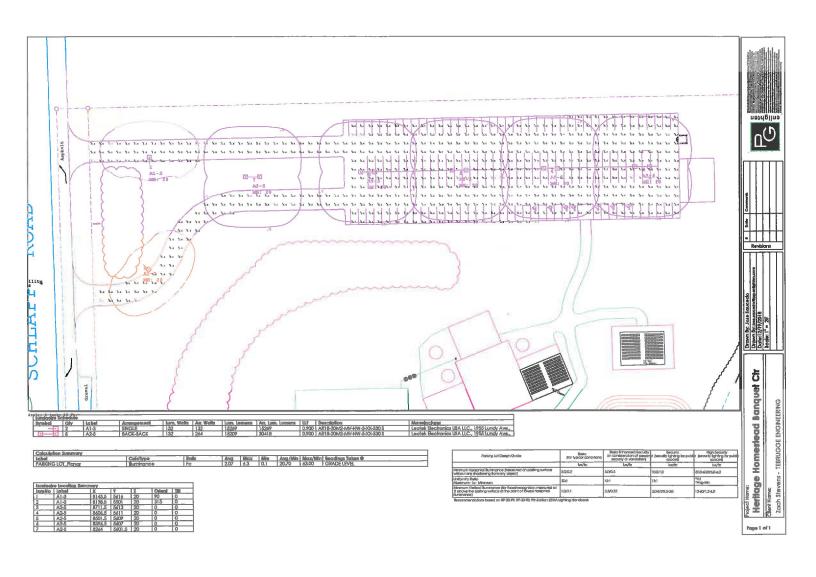
Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

**EXEMPTION:** Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

- 11. No music shall originate outside of any building. This exemption shall not apply to non-amplified music used or performed as part of a wedding ceremony. All speakers shall be pointed towards the inside of buildings.
- 12. The hours of operation shall be between 9:00 a.m. and Midnight on weekends and between 9:00 a.m. and 10:00 p.m. on weekdays. The owners of the business allowed by this special use permit shall be allowed an additional one (1) hour after each event for the purposes of cleanup. Setup for events shall occur during the hours of operation. For the purposes of this special use permit ordinance, the term "weekend" shall mean Fridays, Saturdays, the day prior to any Federal or State holiday, and any Federal or State holiday that falls on a Thursday. The term "weekday" shall mean the other days of the week not included in the definition of "weekend." (Petitioners will request additional hour from Planning, Building and Zoning Committee.)
- 13. A new certificate of occupancy must be issued for all buildings.
- 14. The operator(s) of the banquet facility acknowledge and agree to follow Kendall County's Right to Farm Clause.
- 15. The special use permit for the residential unit of a stable employee, previously granted by Ordinance 1999-10 and amended by Ordinance 1999-20, shall be repealed.
- 16. No patrons, employees, or other individuals associated with events at the banquet facility allowed by this special use permit may park along Schlapp Road. (Added by ZBA)
- 17. Prior to the commencement of business operations, the owners of the banquet facility allowed by this special use permit shall plant a thirty foot (30') strip of wild flowers and prairie grasses along the entire eastern property line. (Added by ZBA)
- 18. Prior to the commencement of business operations, the owners of the banquet facility allowed by this special use permit shall erect "No Trespassing" signs near the eastern property line. (Added by ZBA)
- 19. The operator(s) of the banquet facility allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
- 20. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
- 21. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.







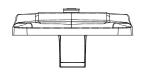


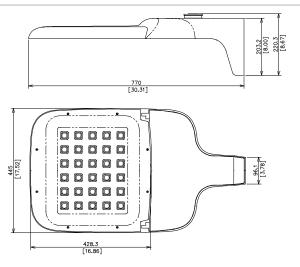
Project
Type
Catalog No.

# ARIETA™ 18 Architectural LED Area Luminaire AR18 M2 Series Specification Data Sheet

### **Luminaire Data**

**Weight** 24 lbs [10.9 kg] **EPA** 0.55 ft<sup>2</sup>





### **Ordering Information**

Sample Catalog No. AR18 20M2 MV NW 3 DB 700 HSS

Product	LED Code	Voltage	Nominal Color Temperature	Distribution	Finish <sup>1</sup>	Drive Current Code <sup>2</sup>		Options
AR18	6M2 10M2 15M2 18M2 20M2 24M2 30M2	MV 120-277V HV 347-480V	WW 3000K NW 4000K CW 5000K	2 Type 2 3 Type 3 4 Type 4 5 Type 5	BK Black DB Dark Bronze WH White GY Gray NA Natural Aluminum	350 530 700	FDC <sup>4</sup> FFA <sup>5</sup> PCR <sup>6</sup> PCR7 <sup>6</sup> PCR7-CR <sup>7</sup> MSL7 <sup>8</sup> MSL3 <sup>8</sup> PND1 <sup>9</sup> PND2 <sup>9</sup> PND3 <sup>9</sup> ORR ORL WL	House Side Shield (Factory Installed) Fixed Drive Current Full Field Adjustabilty NEMA Photocontrol Receptacle ANSI 7-wire Photocontrol Receptacle Control Ready 7-wire Photocontrol Receptacle Motion Sensor with L7 Lens Motion Sensor with L3 Lens Part-Night Dimming Part-Night Dimming Part-Night Dimming Optics Rotated Right Optics Rotated Left Utility Wattage Label

### Notes:

- 1 Black, Dark Bronze, White, Gray, or Natural Aluminum standard. Consult factory for other finishes.
- 2 Specified drive current code is the factory set maximum drive current. Field adjustable current selector enables standard dimming to lower wattage drive currents only. Consult factory if wattage limits require a special drive current.
- 3 Flush mounted shield factory installed, also available for field installion. House Side Shield cuts light off at 1/2 mounting height behind luminaire.
- 4 Non-field adjustable drive current. Specify 350mA, 530mA or 700mA setting.
- 5 The FFA option enables full field adjustability from the specified drive current code to all drive currents available. This option is not DLC qualified.
- 6 Field adjustable current selector included to enable standard dimming to lower wattage drive currents only. Field changeable connectors included to enable connection to PCR7 (wireless node dimming is disabled by default).
- 7 Control-ready wired at factory for wireless node dimming. Supplied at maximum drive current. If lower drive current is required, consult factory.
- 8 Motion Sensor available with MV or HV. See L7 or L3 Lens coverage details on page 5. Consult factory for MS specified with ANSI 7-wire Photocontrol Receptacle. PCR option is required for On/Off control using light detection.
- $9\,$  For PND profile options see page 6. Only available with MV (120-277V).
- 10 Specify Color (GY, DB, BK, WH, NA)
- $11\,$  Specify MV (120-277V) or HV (347V or 480V)

# Accessories\*

HSSAR18<sup>3,10</sup> House Side Shield

RPA<sup>10</sup> Round Pole Adapter

PTF1<sup>10</sup> Square Pole Top Fitter Single

PTF2<sup>10</sup> Square Pole Top Fitter Twin at 180°

PTF4<sup>10</sup> Square Pole Top Fitter Quad

WM<sup>10</sup> Wall Mount

BSK Bird Deterrent Spider Kit

LIPC<sup>11</sup> Long-Life Twist Lock Photocontrol

LLPC11Long-Life Twist Lock PhotocontrolSCTwist Lock Shorting CapFSIR100Motion Sensor Configuration Tool

\*Accessories are ordered separately and not to be included in the catalog number













# Exhibit E, Page 3 ARIETA™ 18 Architectural LED Area Luminaire AR18 M2 Series Specification Data Sheet

### **Luminaire Specifications**

### Housing

Die cast aluminum housing with universal mounting design allows for attachment to existing pole without redrilling for retrofit applications. Aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Mounting provisions meet 3G vibration per ANSI C136.31-2010 Normal Application, Bridge & Overpass. Electrical components are accessed without tools and are mounted on removable power door.

### **Light Emitting Diodes**

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21. LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 CRI minimum. LEDs are 100% mercury and lead free.

### **Field Adjustability**

LED drive current can be changed in the field to adjust light output for local conditions (not available with PCR7-CR option). The specified drive current code will be the factory set maximum drive current and field adjustments can only be made to available lower wattage drive currents. Select the FFA option if full field adjustability to all available drive currents (700mA max) is desired. The FFA option is not DLC qualified.

#### **Quality Control**

Every luminaire is performance tested before and after a 2-hour burn-in period. Assembled in the USA.

### **Optical Systems**

Micro-lens optical systems produce IESNA Type 2, Type 3, Type 4 or Type 5 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield (HSS) cuts light off at 1/2 mounting height behind luminaire. Optics may be rotated right or left with options ORR/ORL, respectively.

#### **Electrical**

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick-disconnect terminals. Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA and ANSI C136.2-2015, 20kV/10kA.

### **Controls**

3-Wire photocontrol receptacle (PCR) is available. ANSI C136.41 or 7-wire (PCR7) photocontrol receptacles are available. All photocontrol receptacles have tool-less rotatable bases. Wireless control module is provided by others.

#### **Finish**

Housing receives a fade and abrasion resistant polyester powder coat finish with 3.0 mil nominal thickness. Finish tested to withstand 5000 hours in salt spray exposure per ASTM B117. Finish meets scribe creepage rating 8 per ASTM D1654. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

### Listings/Ratings/Labels

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified product. Consult DLC QPL for Standard and Premium Classification Listings. International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C.

### **Photometry**

Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

### Warranty

10-year limited warranty is standard on luminaire and components. 5-year limited warranty on luminaires and components with a motion sensor.

### **Standards**

Luminaire complies with:

ANSI: C136.2, C136.3, C136.10, C136.13, C136.15, C136.22, C136.31, C136.35, C136.37, C136.41, C62.41, C78.377, C82.77

Other: FCC 47 CFR, IEC 60598, ROHS II, UL 1449,

UL 1598



# Exhibit E, Page 4 ARIETA™ 18 Architectural LED Area Luminaire AR18 M2 Series Specification Data Sheet

### Performance Data 3000K (WW)

All data nominal. IES files are available at leotek.com. Type 2, 3, 4 Type 5 **System Wattage Delivered Efficacy Delivered Efficacy LED Code Current Code** (Lm/W) Lumens (Lm) 1 (W) Lumens (Lm)<sup>1</sup> (Lm/W) 6M2 10M2 15M2 18M2 20M2 24M2 

### Notes:

30M2

 $<sup>1\,\</sup>text{Normal tolerance} \pm 10\%\,\text{due to factors including distribution type, LED bin variance, driver variance, and ambient temperatures.}$ 

# COUNTY OF KENDALL, ILLINOIS

## ADMIN HR MEETING

County Office Building 111 W. Fox Street, Room 210; Yorkville Monday, February 4, 2019

**CALL TO ORDER -** Committee Chair Elizabeth Flowers called the meeting to order at 5:30p.m.

### ROLL CALL

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Present		
Judy Gilmour	Here		
Scott Gryder	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		

**Others in Attendance:** Meagan Briganti, Bob Jones, Matt Kinsey, Scott Koeppel, Mike Neuenkirchen

**APPROVAL OF AGENDA** – Motion made by Member Gryder, second by Member Vickers to approve the agenda. With five members voting aye, the agenda was approved by a 5-0 vote.

**APPROVAL OF MINUTES** – Motion made by Member Gilmour, second by Member Prochaska to approve the January 16, 2019 meeting minutes. With five members voting aye, the minutes were approved with the correction by a 5-0 vote.

### **DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS** - None

### **PUBLIC COMMENT - None**

### **COMMITTEE BUSINESS**

- ➤ Presentation of Kendall County GIS Updated Online Maps Meagan Briganti briefed the committee and demonstrated how to access on their smart phones the recent changes to the online maps available through GIS.
- ➤ Approval of a Resolution Authorizing Execution and Amendment of Section 5311 Public Transportation Service Grant Agreement Motion by Member Gryder, second by Member Prochaska. Motion approved unanimously.
- Approval of a Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement – Motion by Member Gilmour, second by Member Gryder. <u>Motion approved unanimously.</u>

- Discussion and Approval of Comcast Franchise Agreement Mr. Koeppel provided information on the agreement, and Comcast representative Kaleshia Page offered to answer any questions. There was consensus by the committee to forward the agreement to the State's Attorney's Office for legal review before sending the agreement to the County Board for final approval.
- Discussion of Email Retention and Storage Issues Technology Director Matthew Kinsey briefed the committee on email retention and storage issues, the loss of a server, and the process for restoring service to all County users. Mr. Kinsey was tasked with bringing additional information and costs to the February 20, 2019 meeting for further discussion before the committee makes recommendations.
- ➤ Discussion and Review of Revised Kendall County Employee Handbook <u>Item</u> <u>tabled to the February 20, 2019 meeting</u>.

**EXECUTIVE SESSION** – Not needed

### **ITEMS FOR COMMITTEE OF THE WHOLE – None**

### ACTION ITEMS FOR COUNTY BOARD

- Approval of a Resolution Authorizing Execution and Amendment of Section 5311 Public Transportation Service Grant Agreement
- ➤ Approval of a Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement

**ADJOURNMENT** – Member Prochaska made a motion to adjourn the meeting, second by Member Gilmour. With five members voting aye, the meeting was adjourned at 6:37p.m.

Respectfully Submitted,

Valarie McClain Administrative Assistant and Recording Secretary

# INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES TO BE RENDERED BY CULLEN, INC. D/B/A CULLEN AND ASSOCIATES FOR KENDALL COUNTY, ILLINOIS

This Independent Contractor Agreement for Services to be Rendered by Cullen, Inc. d/b/a Cullen and Associates for Kendall County, Illinois ("Agreement") is entered as of February 05, 2019 between Cullen, Inc., an Illinois corporation d/b/a Cullen and Associates, Springfield, Illinois ("Consultant") and Kendall County, Illinois, a unit of local government ("Kendall County").

### **RECITALS**

WHEREAS, Consultant is in the business of performing legislative and executive branch representation and consulting services and has expertise in said business; and

WHEREAS, Kendall County desires to engage the services of Consultant more fully described herein; and

**NOW, THEREFORE,** in consideration of the foregoing recitals and of the promises and conditions contained herein, it is agreed as follows:

- 1. <u>Incorporation of Recitals</u>: The matters recited above are hereby incorporated into and made a part of this Agreement.
- 2. <u>Term</u>: This Agreement is for a term commencing February 5, 2019, and continuing through February 4, 2020 ("Term"), unless terminated sooner as provided herein.
- 3. **Early Termination:** Except as otherwise set forth in this Agreement, either party shall have the right to terminate this Agreement sixty (60) calendar days after having served written notice upon the other party, except in the event of Consultant's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice. The parties shall not be relieved of the duty to perform their obligations up to the effective date of termination.
- 4. <u>Scope of Services</u>: Consultant agrees to perform lobbying and regulatory services before the Illinois General Assembly and the Executive Branch of State Government representing Kendall County. Consultant will provide regular updates and reports as directed to the Kendall County Board Chairman, the Kendall County Board, and the Kendall County Administrator. Consultant has assigned Thomas Cullen, Mona Martin and Mandy Drendel to work with Kendall County to perform the services set forth in this Agreement. Also, Consultant has assigned Debra Lounsberry to prepare legislative tracking reports for Kendall County. In the event that Consultant removes or replaces any of these named individuals from performing the services set forth in this Agreement, Consultant agrees to provide prompt written notice to Kendall County. Kendall County may, from time to time,

request changes in the scope of services. However, any such changes, including any increase or decrease in Consultant's fees, shall be documented by an amendment to this Agreement signed by both Consultant and Kendall County.

# 5. <u>Compensation and Payment:</u>

- a. As compensation for the foregoing services, Kendall County agrees to pay to Consultant a monthly rate of five thousand dollars and zero cents (\$5,000.00) during the term of this Agreement.
- b. All expenses in association with this contract are the sole responsibility of the Consultant except for reasonable travel expenses pre-approved in writing by Kendall County. For purposes of this Agreement, "travel expenses" include the following: overnight travel, room accommodations, and airfare. Such pre-approved, reasonable travel expenses will be billed at cost. Also, Consultant shall be reimbursed for mileage at a rate of 75 cents per mile traveled on behalf of Kendall County, provided such travel is pre-approved in writing by Kendall County.
- c. Consultant shall submit monthly invoices to Kendall County referencing this Agreement with such supporting documentation as may be requested by Kendall County. Upon receipt of the invoice, Kendall County shall issue payment in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). Kendall County shall remit all payments to Cullen, Inc., 409 Jackson Parkway, Springfield, Illinois 62704.
- d. In the event of early termination of this Agreement, Kendall County shall only be obligated to pay the fees incurred up to the date of termination. In no event shall Kendall County be liable for any fees and/or costs incurred or services performed by Consultant after the effective date of termination of the Agreement.
- 6. Non-appropriation: Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by Kendall County for performance under this Agreement, Kendall County shall notify the Consultant and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall Kendall County be liable to Consultant for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.
- 7. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, however, Consultant may not assign or otherwise transfer its rights, obligations or duties under this Agreement without the prior written consent of Kendall County.

### 8. Confidentiality and Ownership of Documents.

- a. <u>Confidential Information.</u> In the performance of Services, Consultant may have access to certain information that is not generally known to others ("Confidential Information"). Consultant agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of Kendall County. Consultant shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the services, nor shall Consultant disseminate any information regarding services without the prior written consent of Kendall County. Consultant agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Consultant under this Agreement. The terms of this Paragraph 8(a) shall survive the expiration or termination of this Agreement.
- b. Ownership. All records, reports, documents and other materials prepared by Consultant in performance services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of Kendall County. All of the foregoing items shall be delivered to Kendall County upon demand at any time and in any event, shall be promptly delivered to Kendall County upon expiration or termination of this Agreement. In the event any of the above items are lost or damaged while in Consultant's possession, such items shall be restored or replaced at Consultant's expense.
- 9. <u>Representations and Warranties</u>: Consultant represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the term of this Agreement:
  - a. Consultant will comply with the Illinois Lobbyist Registration Act as well as all other applicable state and federal laws, local ordinances, and applicable state and federal regulations pertaining to the performance of any obligation contained in this Agreement.
  - b. Consultant shall secure all such licenses as may be required for its employees and for Consultant to conduct business in the state, municipality, county, and location.
  - c. Consultant, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination

- in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- Consultant certifies that Consultant, its parent companies, subsidiaries, and c. affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Consultant further certifies by signing the Agreement that Consultant, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity; and that Consultant has not made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
- d. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Consultant or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Consultant or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3. Also, no payment, gratuity or offer of employment, except as permitted by the State Officials and Employees Ethics Act, was made by or to Consultant in relation to this Agreement or as an inducement for award of this Agreement.
- 10. <u>Independent Contractor</u>: Consultant is and at all times shall be an independent contractor in the performance of this Agreement. Consultant will exercise exclusive control over its employees and shall be solely responsible for the payment of any wages, salaries, benefits, or other remuneration of its employees and for the payment of any payroll taxes, contributions for unemployment insurance, social security, pensions, and annuities, which are imposed as a result of the employment of its employees. Consultant also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Consultant, Consultant's officers, employees and agents and agrees that Kendall County is not responsible for providing insurance coverage for the benefit of Consultant, Consultant's officers, employees and agents.
- 11. <u>Insurance.</u> Consultant will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting

work hereunder, Consultant shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder:

- (a) Worker's Compensation and Occupational Disease Disability insurance:
  - (i) State: Statutory
  - (ii) Applicable Federal (e.g., Longshoremen's): Statutory
  - (iii) Employer's Liability:
    - (A) \$500,000 per accident
    - (B) \$500,000 disease, policy limit
    - (C) \$500,000 disease, each employee
- (b) If written under Comprehensive General Liability Policy Form
  - (i) Bodily injury: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
  - (ii) Property damage: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
  - (iii)Bodily injury and property damage combined: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
  - (iv)Personal injury: \$2,000,000 aggregate per project
  - (v) Professional Liability Insurance with a limit no less than 2,000,000 per occurrence or claim with an aggregate of 2,000,000 per project.
- (c) If written under commercial general liability policy form:
  - (i) \$2,000,000 general aggregate per project;
  - (ii) \$1,000,000 products completed operations aggregate
  - (iii) \$1,000,000 personal and advertising injury
  - (iv) \$1,000,000 per occurrence
  - (v) \$1,000 medical expenses (any one person)
- (d) Business automobile liability (including owned, non-owned and hired vehicles):
  - (i) Bodily injury and property damage combined: \$1,000,000 per occurrence
- (e) Umbrella:
  - (i) \$5,000,000 per occurrence
  - (ii) \$5,000,000 aggregate

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

Notice. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, Attention: Kendall County Clerk and Recorder, 111 W. Fox Street, Yorkville, Illinois 60560, fax (630) 553-4119, with a copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Consultant, Attention: Tom Cullen, 409 Jackson Parkway Springfield, Illinois 62704, fax (217) 744-2533.

- 13. <u>Counterparts.</u> This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 14. <u>Authority To Execute Agreement</u>. Kendall County and Consultant each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- 15. 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.
- 16. **Indemnification.** Consultant shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its past, present, and future board members, elected officials, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, taxes, tax penalties, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Consultant or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Consultant in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Releasees, under this paragraph, must be one that has been approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney. Releasees' participation in their defense shall not remove Consultant's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.
- 17. **Remedies.** In any action with respect to this Agreement, Kendall County and Consultant are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in

the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

- 18. <u>Miscellaneous.</u> This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties. No amendments to this Agreement may be made except in writing and signed by both parties. Kendall County and/or Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 19. This agreement shall become binding only after it has been signed by both parties.

Date:	CULLEN, INC. D/B/A CULLEN AND ASSOCIATES		
	BY Thomas J. Cullen, President		
Date:	KENDALL COUNTY, ILLINOIS		
	BYScott Gryder, Kendall County Board Chairman		
	Attested by:  Debbie Gillette, Kendall County Clerk		

### **HIGHWAY COMMITTEE MINUTES**

**DATE:** February 13, 2019

**LOCATION:** Kendall County Highway Department

MEMBERS PRESENT: Scott Gryder, Judy Gilmour, Matt Prochaska, and Amy Cesich

**STAFF PRESENT:** Ginger Gates and Fran Klaas Kelly Farley and PJ Fitzpatrick

The committee meeting convened at 3:34 P.M. with roll call of committee members. Kellogg absent. Quorum established.

Motion Cesich; second Prochaska, to approve the agenda as presented. Motion approved unanimously.

Motion Cesich; second Gilmour, to approve the Highway Committee meeting minutes from January 8, 2019. Motion approved unanimously.

Motion Gilmour; second Cesich, to recommend approval of the low bid of Truck Centers, Inc. in the amount of \$90,183 for a new tandem axle truck cab & chassis, including \$10,000 trade-in for truck #15. Klaas described how the Highway Department wrote their own specifications for the new truck due to the dissatisfaction with recent State-bid trucks. Prochaska suggested a partnership with US Communities to use current specs and perhaps receive some revenues from others using this bid package. Other counties have used this system with much success. Klaas will get additional information from Prochaska related to this opportunity. Motion approved unanimously.

Motion Cesich; second Prochaska, to recommend approval of the low bid from Koenig Body & Equipment in the amount of \$81,037 for a new stainless steel box, plow, wing, spreader and miscellaneous equipment. Motion approved unanimously.

Motion Cesich; second Prochaska, to recommend approval of an intergovernmental agreement between Kendall County and Village of Minooka relating to the construction of the intersection of Ridge Road and Holt Road. The IGA provides for installation of street lighting at County cost that is in conformance with Minooka's specifications; but requires Minooka to maintain the lighting and pay for all energy costs going forward. It also allows Minooka to plant trees in the green median; but again, would require them to maintain all landscaping that they install. Motion approved unanimously.

Motion Prochaska; second Cesich to recommend approval of a resolution appropriating \$1,250,000 of Motor Fuel Tax Funds for the improvement of Galena Road from Rock Creek Road to Illinois Route 47. Motion approved unanimously.

Motion Cesich; second Prochaska to recommend approval of a resolution appropriating \$1,900,000 of Motor Fuel Tax Funds for the improvement of Fox River Drive from Millington Road to Griswold Springs Road. Motion approved unanimously.

Motion Prochaska; second Gilmour to recommend approval of a resolution appropriating \$350,000 of Motor Fuel Tax Funds for the improvement of Caton Farm Road and Whitewillow Road. This improvement is just a simple chip-seal-type-improvement. Motion approved unanimously.

Motion Cesich; second Prochaska to recommend approval of an engineering agreement with Hutchison Engineering to perform an intersection feasibility study at U.S. Route 52 and Ridge Road for a not-to-exceed price of \$30,000. Klaas described the need for the improvement and the fact that IDOT wanted Kendall County to be the lead agency on this improvement, due to the fact that Ridge Road carries significantly more traffic than Route 52. This study will be provided to IDOT for use in the future intersection improvement. Motion carried unanimously.

Motion Prochaska; second Cesich, to recommend approval of an engineering agreement with Hutchison Engineering to perform all preliminary engineering for Ridge Road widening between Theodore Street and Caton Farm Road for a not-to-exceed price of \$234,976. Gryder asked if Highway Department had done any speed studies in this area. Klaas indicated that they have been done both north and south of this area, but not within the limits of this job. Motion approved unanimously.

Motion Prochaska; second Gilmour, to recommend approval of the spring road postings of certain county highways, including Van Emmon, Plattville/Chicago, Grove, and Whitewillow Road. Motion carried unanimously.

Under Chairman's Report, Gryder discussed the speed limits on Cannonball Trail between Route 34 and Route 47. He had indicated to the City of Yorkville that the County is supportive of the City's efforts to look at this issue, short of the County having to spend any money, since this roadway is not under the jurisdiction of Kendall County. Klaas reminded the committee members that any speed limit changes on township highways would have to be done through county board resolution. There is a very small part of this section of roadway that is still under the jurisdiction of Bristol Township.

Klaas described recent purchase order for a traffic signal management system that will allow for instant alerts if anything goes wrong with the traffic signals on Orchard Road. The system is also interactive for anyone who signs into the app, providing for information on signal timing, location of pedestrians and bicyclists, as well as speeding alerts in school zones and construction zones. The equipment is expected to be installed this spring for the 4 traffic signals on Orchard Road.

PJ Fitzpatrick reported that the Project Development Report for the Collins Road Extension was approved by Federal Highway Administration on January 11, 2019. This essentially brings Phase I Engineering to a close.

Motion Gilmour; second Prochaska, to forward Highway Department bills for the month of February in the amount of \$217,912.91 to the Finance Committee for approval. Motion approved unanimously.

Motion Prochaska; second Gilmour to adjourn the meeting at 4:14 P.M. Motion carried unanimously.

Respectfully submitted,

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

### **Action Items**

- 1. Approve low bid of Truck Centers, Inc. in the amount of \$90,183 for purchase of a tandem axle cab & chassis.
- 2. Approve low bid of Koenig Body & Equipment in the amount of \$81,037 for purchase of a stainless steel box, plow, wing, spreader and miscellaneous equipment.
- 3. Intergovernmental Agreement between Kendall County and Village of Minooka relating to the construction of the intersection of Ridge Road and Holt Road.
- 4. Resolution appropriating \$1,250,000 of Motor Fuel Tax Funds for the improvement of Galena Road from Rock Creek Road to Illinois Route 47.
- 5. Resolution appropriating \$1,900,000 of Motor Fuel Tax Funds for the improvement of Fox River Drive from Millington Road to Griswold Springs Road.
- 6. Resolution appropriating \$350,000 of Motor Fuel Tax Funds for the improvement of Caton Farm Road and Whitewillow Road.
- 7. Engineering agreement with Hutchison Engineering to perform an intersection feasibility study at U.S. Route 52 and Ridge Road for a not-to-exceed price of \$30,000; to be taken from the Transportation Sales Tax Fund.
- 8. Engineering agreement with Hutchison Engineering to perform all preliminary engineering for Ridge Road widening between Theodore Street and Caton Farm Road for a not-to-exceed price of \$234,976; to be taken from the Transportation Sales Tax Fund.
- 9. A resolution providing for spring road postings of certain County Highways

# COUNTY OF KENDALL, ILLINOIS BUDGET & FINANCE COMMITTEE

Meeting Minutes for Thursday, January 24, 2019

### Call to Order

Committee Vice Chair Matt Kellogg called the Budget and Finance Committee to order at 5:00p.m.

## Roll Call

Attendee	Status	Arrived	Left Meeting
John Purcell		5:04p.m.	
Amy Cesich	Present		
Audra Hendrix	Here		
Matt Kellogg	Yes		
Matthew Prochaska	Here		

Staff Members Present: Latreese Caldwell

<u>Approval of Agenda</u> – Member Prochaska made a motion to approve the agenda, Member Cesich seconded the motion. <u>Four members present voted aye to approve the agenda, motion passed by a vote of 4-0</u>.

<u>Approval of Claims</u> – Member Prochaska made a motion and Member Hendrix seconded the motion to forward the Approval of Supplemental Claims in an amount not to exceed \$651,189.47, and Coroner Claims in an amount not to exceed \$1,829.42 to the County Board. <u>With four members voting aye, the claims were approved to forward to the County Board for final approval by a vote of 4-0.</u>

### **Department Head and Elected Official**

Facilities Management - Matt Kellogg updated the committee on the proposed Trane contract for the Public Safety Center HVAC project.

### **Items from Other Committees** - None

### **Items of Business**

➤ Presentation and Discussion of Bond Requirements for the Yorkville Bristol Sanitary District — Cyrus McMains, P.E.; YBSD Executive Director — Mr. McMains provided background and history of the sanitary districts existing bond, the bond requirements, and on their requested bond for 2019. Mr. McMains stated that their goal was to lower the bond requirement from \$2.5 million to \$5,000; to maintain compliance with 70 ILCS 2405; to reduce costs from \$12,500 to \$425 annually, and to add Crime and Cyber coverage.

Member Kellogg made a motion to forward the approval of Bond Requirements for the Yorkville Bristol Sanitary District to the County Board, second by Member Cesich. <u>With Members Cesich, Kellogg, Prochaska and Purcell voting aye, and Member Hendrix voting no, the motion carried.</u>

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Page 1 of 2 Kendall County Budget & Finance Committee Meeting Minutes

January 24, 2019

- > IMRF Funding Discussion After discussion, there was consensus to table the item to April 2019 when the Treasurer receives updated IMRF (GASB68) reports.
- ➤ Review Senior Levy Process and Determine Timeline Discussion setting March 8, 2019 as the deadline for levy applications. Applications will be sent by email and regular mail to the eight existing agencies that normally apply, and an ad will be posted on the County website and placed in the local newspapers providing information on the application process. The committee will determine the need for budget presentations following their review of the applications at the March 14, 2019 Finance meeting.
- ➤ Kendall County Health Department Analysis Member Purcell reviewed the Health Department Levy and Benefit Costs Analysis with the committee, and the proposed levy of \$1,453,522, the Health Department benefits costs of \$918,616, leaving a balance of \$534,906. There was consensus to increase the Health Department Levy to \$1,500,000 to include the normal Senior Levy amount received each year, and to try this practice on a three-year trial basis. To clarify, the Health Department would not apply for any funding from the Senior Tax Levy.

Member Purcell and Member Cesich will now meet and discuss the proposal with Dr. Tokars, and then meet with the Board of Health prior to forwarding the proposal to the County Board for approval.

### **Public Comment** – None

**Questions from the Media** – None

<u>Items for Committee of the Whole</u> – Discussion of the Kendall County Health Department Analysis

### **Items for the County Board**

- ➤ Approval of Supplemental Claims in an amount not to exceed \$651,189.47, and Coroner Claims in an amount not to exceed \$1,829.42
- Approval of Bond Requirements for the Yorkville Bristol Sanitary District

### **Executive Session** – None

<u>Adjournment</u> – Member Hendrix made a motion to adjourn the Budget and Finance Committee meeting, Member Prochaska seconded the motion. <u>The meeting was adjourned at 6:13p.m. by a 5-0 vote</u>

Respectfully submitted,

Valarie McClain Administrative Assistant and Recording Secretary

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Kendall County Budget & Finance Committee Meeting Minutes

January 24, 2019



# Kendall County Agenda Briefing

Committee: Finance Committee

Meeting Date: January 24, 2019

Amount: N/A
Budget: N/A

Issue: Approval of a Resolution Setting the Bond Requirement for the Yorkville Bristol Sanitary District

### **Background and Discussion:**

Yorkville Bristol Sanitary District Executive Director Cyrus McMains P.E. contacted Kendall County Administration and requested a meeting with the County Board about reducing the bond requirement for the YBSD. At the Finance Committee Mr. McMains presented the committee with a plan to reduce the bond requirement and add criminal and cyber insurance. The insurance covers fidelity, forgery, alteration, computer crime, faithful performance of duty, network security, information security, and e-commerce extortion.

### **Committee Action:**

The Finance Committee voted 4-1 to move a resolution forward to the full County Board.

### **Staff Recommendation:**

Staff recommends the lower bond level assuming YBSD retains sufficient insurance.

Prepared by: Scott Koeppel

**Department:** Administrative Services

Date: 02-13-2019

# County of Kendall Resolution 19 –

# RESOLUTION SETTING THE BOND REQUIREMENT FOR THE YORKVILLE BRISTOL SANITARY DISTRICT

WHEREAS, 70 ILCS 2405/ Sanitary District Act of 1917 states that if a sanitary district's corporate boundaries are located wholly within a single county, the presiding officer of the county board, with the advice and consent of the county board, shall appoint the trustees for the district; and

WHEREAS, 70 ILCS 2405/ Sanitary District Act of 1917 states that the appointing authority shall require each of the trustees to enter into bond, with security to be approved by the appointing authority, in such sum as the appointing authority may determine; and

WHEREAS, the entire corporate boundary of the Yorkville Bristol Sanitary District lies within Kendall County; and

**WHEREAS**, the Kendall County Board Chairman with the advice and consent of the County Board shall determine the sum of the Yorkville Bristol Sanitary District bond; and

WHEREAS, the Yorkville Bristol Sanitary District agrees to retain criminal and cyber liability insurance; and

WHEREAS, the Yorkville Bristol Sanitary District shall annually provide proof of criminal and cyber liability insurance to the Kendall County Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the annual cumulative bond security for the Yorkville Bristol Sanitary District be set at \$5,000.

PRESENTED and ADOPTED by the County Board,	this day of	2019.
Approved:	Attest:	
Scott R. Gryder, County Board Chairman	Debbie Gillette, Count	ry Clerk and Recorder
	County Seal:	



February 11, 2019

Kendall County Board 111 West Fox Street Yorkville, IL 60560

RE: YBSD Bond Insurance Liability Reduction

Honorable Board Members,

The Yorkville-Bristol Sanitary District requests to have its fiduciary bond limit requirement reduced from \$2,500,000 to \$5,000. The difference in coverage will be superseded by a crime and cyber insurance policy with values as recommended by our insurance broker. This will result in a minor reduction in yearly insurance cost and provide more comprehensive coverage.

Very truly yours,

R. Brent Ekwinski

**YBSD Board President** 

# COUNTY OF KENDALL, ILLINOIS FACILITIES MANAGEMENT COMMITTEE MEETING MINUTES MONDAY, FEBRUARY 4, 2019

**Roll Call:** Members Present: Matt Kellogg, Tony Giles, Amy Cesich, Judy Gilmour

Audra Hendrix entered the meeting at 4:03 pm Audra Hendrix left the meeting at 5:11pm

### With enough members present, a quorum was formed to conduct business.

Others Present: Facilities Management Director Jim Smiley.

<u>Approve the January 7, 2019 Facilities Committee Meeting Minutes</u> – There were no changes to the January 7, 2019 minutes; Member Gilmour made a motion to approve the minutes, second by Member Cesich. <u>With</u> enough present members voting aye, the minutes were approved.

<u>Approval of Agenda</u> – Member Cesich made a motion to approve the agenda. Member Gilmour second the motion. <u>All Aye. Motion approved.</u>

**Public Comment** – None

### **Old Business/Projects**

- 1. Historic Courthouse Window Project Director Smiley informed the Committee the window arrived on site and was found to be an inch and a half too long. Jim stated since this is an operable window that it needs to be sent back to the manufacturer to be refitted with the proper dimensions. Mr. Smiley anticipates it to be installed by the next meeting.
- 2. Vending Machine Changes at County Office Building & Courthouse Director Smiley received back the State's Attorney's Office (SAO) proposed agreement with a number of questions and discrepancies that need to be addressed. The SAO believes it would be better to have an agreement instead of an MOU with IDHS. The vending company asked if we would accept lower insurance limits than we usually ask for. The County's insurance carrier believes the amounts are adequate if the Committee agrees to allow the lesser amount. The Facilities Committee agrees to accept the lesser amount insurance. However Committee members asked Mr. Smiley to see how food illiness from vendor's products would be covered. Jim will contact the vendor for answers on the SAO's questions.
- 3. *Public Safety Center Roof Replacement* Mr. Smiley stated the warranty walk through with the manufacture was complete. The roofing company needs to complete a few items for the manufacture to provide the full warranty. Jim said the work will be completed in the spring or when the weather is consistently above 50 degrees.
- 4. Courthouse Additional Wiring for Benches in All Courtrooms Director Smiley stated courtrooms 113 through 116 are completed, courtrooms # 111 and # 112 are partially complete due to schedule constraints. Jim is hoping to complete courtrooms # 111 and # 112 in the next two weeks.

### **New Business/Projects**

Chair's Report

a. *Public Safety Center – H.V.A.C. Replacement Project Discussion –* Chair Kellogg stated Tuesday is the vote to ask for approval on the Trane through US Communities HVAC project.

Kendall County Facilities Management Committee Meeting Minutes – February 4, 2019

- b. County Office Building Healy Bender Recommendations Discussion Chair Kellogg will meet with the County Clerk to discuss space requirements for items that need to stay in the department. Member Kellogg also suggests we look into what records can be digitized to save space. Committee members discussed if the boardroom is moved to the first floor, their maybe a need to upgrade the 1<sup>st</sup> floor bathrooms to be ADA complaint. Jim will investigate if bathrooms need to be brought to ADA compliant with this project. Chair Kellogg suggested the FM Committee chooses an engineer/architect to design the menchanical systems and audio visual needs for this proposal move then send the recommendation to COW for full County Board approval.
- c. *Tour of Facilities Discussion* The Committee would like to set the tour for spring time and suggested the tour to consist of 4 stops. The goal for the tour to not to be an all-day event. The Committee would like to place it on the COW agenda for discussion.
- d. KCFM Five Year Capital Plan The Committee had no questions. Item Closed.
- e. Solar Field Update The City of Yorkville approved the special use permit. GRNE sent letters for the County to sign. Jim was asked to sign the letters since County Board Chair Gryder and County Administrator Koeppel were not available to sign them. One letter was agreeing to grant GRNE access to the solar field site and the second letter is verifying we agree to buy the power generated from the solar field from GRNE. Jim stated the final application was being entered today. According to Chris Childress of Progressive Energy the County should know if we will receive funding by the end of February.
- 2. 2019 Projects Discussion The Committee had no questions. **Item Closed.**
- 3. Animal Control Projects Member Cesich stated that Animal Control is looking at upgrading the HVAC system at the Animal Control building and possibly bring the administration office back in the main building, instead of using the trailer. Jim stated that he brought Dewberry A/E through the building for a site tour in order to get a quote for the A/E services. Dewberry provided a quote of over \$ 13,000.00 for A/E services for these projects. Animal Control Chair Cesich asked if Director Smiley can check to see if these projects could be done through US Communities contract with Trane. Jim will bring possible floor plans to bring the Administration functions back into the main facility and will also check with Trane to see if this project can also go through Trane using US Communities. Jim will bring recommendations of the building's re-organization on the viewing areas and office moves along with the possibility of Trane through US Communities doing the HVAC.
- 4. *Health Department Carpet Replacement* Director Smiley stated this is a 2019 funded project. Jim met with a vendor and got a quote which is in the budget range approved. Mr. Smiley stated that they came up with two (2) samples that could work. The vendor also offered a solution for carpet that won't produce traffic patterns and water will bead up on top of the carpet and not soak in. This would add \$500 \$600 to the project.
- 5. Courthouse Video Bond Call HDMI Jacks Installation Mr. Smiley informed the Committee that he received a request to add connections so the new 60" TV in courtroom #114, KCFM staff had set up previously for video bond call. Jim was able to find a switch, which worked and was hooked up and tested good to allow video bond call and computer hook ups to project onto the 60" television. **Project complete.**
- 6. *UPS Systems Capacitor Replacements* Director Smiley stated the materials were purchased last year. Jim stated all capacitors in all the units were installed at the Public Safety Center and the Courthouse. However during the capacitor install on the older Liebert UPS, the rotary main switch was determined to need to be replaced. This will be replaced as a separate project. **Project complete.**

- 7. SEDAC grant onsite verification Jim informed the Committee that SEDAC required a 3<sup>rd</sup> party independent audit to verify the project is complete. Mr. Smiley stated the auditors came out and verification is complete. **Project complete.**
- 8. Backflow Prevention Inspections Director Smiley stated testing was complete in January. Mr. Smiley was informed that a few devices will need to be either rebuilt or replaced. Jim is awaiting pricing for these repairs and replacement. **Project complete**
- 9. *KCFM Truck Replacement* Director Smiley budgeted for a new vehicle this year. Jim looked into the State bid pricing as well as inquiring at a few local dealers. Jim will bring the information back to the next FM Committee meeting. Jim also stated the current vehicle disposal policy for the county is a lengthy process, as the dealer inquired about a trade possibility. Jim will discuss the disposal process with Scott Koeppel, County Administrator to see if we can allow a trade in to be part of the purchasing the new truck. Mr. Smiley also suggested that he check with the Sheriff's office to see if the old truck could be auctioned off with the old squads that are replaced each year.
- 10. MSDS Electronic Program Director Smiley is recommending a computer program to maintain the County's material safety data sheets for each department and possibly the Forest Preserve Distict. Mr. Smiley stated once the data is entered in the program, the system will automatically update the yearly changes. Jim suggested the program will be available on an icon on the desktop of every computer for access of all departments. These data sheets are an OSHA requirement. Jim will discuss this need with the different departments and find out if they can help pay for the setup and yearly fee's associated with the software.

### Staffing/Training/Safety

➤ Reportable Labor Hours – Reports were included in the packet.

### **Other Items of Business**

- > CMMS Charts Reports were included in the packet for:
  - Reported versus Completed Work Orders, Reported by Building Current Month
  - Work Orders by Work Type Current month

### **Questions from the Media** – None

Executive Session - None

<u>Adjournment</u> – Chairman Kellogg asked if there was a motion to adjourn. Member Gilmour made a motion to adjourn the meeting, second by Member Giles. <u>With all members present voting aye, the meeting adjourned at 5:12 p.m.</u>

Respectfully submitted,

Christina Wald Administrative Assistant

# COUNTY OF KENDALL, ILLINOIS

# Law, Justice and Legislation Committee Monday, February 11, 2019 Meeting Minutes

<u>Call to Order and Pledge Allegiance</u> - Chair Tony Giles called the meeting to order at 3:15p.m. and led the Pledge of Allegiance.

### **Roll Call:**

<b>Committee Member</b>	Status	Arrived at Meeting	Left Meeting
Tony Giles	Here		
Judy Gilmour		3:20p.m.	
Audra Hendrix	Here		3:44p.m.
Matthew Prochaska	Here		
Robyn Vickers	Here		

### With four members present voting aye, a quorum was determined to conduct business.

<u>Others Present</u>: Sheriff Dwight Baird, Chief Deputy Mike Peters, Commander Jason Langston, Deputy Commander Mitch Hatten, Commander Bobby Richardson, Coroner Jacquie Purcell, Presiding Judge Robert Pilmer, State's Attorney Eric Weis, EMA Director Joe Gillespie, Scott Koeppel, Senior Planner Matt Asselmeier, Court Services Director Alice Elliott, and Public Defender Vicki Chuffo

<u>Approval of the Agenda</u> –Member Hendrix made a motion to approve the agenda, second by Member Prochaska with the amendment to move the Chairman's Report before the Public Comment section. With four members present voting aye, the motion carried.

<u>Approval of Minutes</u> – Member Hendrix made a motion to approve the January 14, 2019 meeting minutes, second by Member Prochaska. <u>With four members present voting aye, the motion carried</u>.

### **Status Reports**

**Coroner** –Coroner Purcell reviewed the monthly report with the committee, and reported 19 deaths for the month of January. Written report provided.

**Circuit Clerk** – Written report provided in packet.

**Court Services** – Written report provided. Alice Elliott stated that two new employees, Matt Blackburn from Indiana Probation, and Darian Kerr from DeKalb County (previously an intern with Kendall County), have been hired and they are once again fully staffed.

**EMA** – Written report provided. Search and Rescue was called out twice in the month of January. He continues to monitor the ice jams on the Fox River in the Millington area. They continued the Siren, STARCOM and WSPY Emergency Alert System (EAS) testing.

**Public Defender** – Written report provided in packet.

### **Sheriff's Report**

- **a.** Operations Division Written report provided. Commander Jason Langston reported the weather had a larger impact on operations.
- **b.** Records Division Written report provided. Discussion on the increase in Sheriff's Sales this year. Sheriff Baird stated that most were postponed form December due to the holidays.
- c. Corrections Division Written report provided. Chief Deputy Peters stated they expect to receive the Body Scanner for Corrections in March. Sheriff Baird reported that the ability of the scanner to detect drugs or other paraphernalia in body cavities is another step in keeping the staff and facility safer.

### Old Business - None

### **New Business**

- A. Discussion and Approval of Gateway Foundation, Inc. and KC Drug Court Agreement Motion by Member Hendrix, second by Member Vickers. With five members present voting aye, the motion carried.
- B. Review and Approval of the Mutual Aid Resolution Motion by Member Hendrix, second by Member Prochaska. With five members present voting aye, the motion carried.
- C. Discussion and Approval of 2019 ISACo Membership Dues Payment Motion by Member Hendrix, second by Member Prochaska to forward to the County Board for approval to pay the ISACo Membership dues out of the contingency line item of the budget. Member Prochaska briefed the committee on the advocacy of ISACo, the County's base membership payment last year for the Cook and Collar County Caucuses. This year ISACo is asking the County to also join for the Large County Caucuses (all Counties over 100,000 citizens) this year.
- Roll Call: Member Gilmour yes, Member Hendrix yes, Member Prochaska yes, Member Vickers yes, Member Giles yes. With five members present voting aye, the motion carried.

<u>Chairman's Report/Comments</u> – Chairman Giles announced that the March 11<sup>th</sup> and April 8<sup>th</sup> meetings will meet in the Law Library due to jury trials meeting in the Jury Assembly Room those two weeks.

<u>Public Comment</u> - Jim Brummel, Priscilla Gruber, Ed Gruber, Bob Davidson, Gary Hastert, Chris Pollock, Todd Milliron, Larry Gibson, Fred Davis, Dave Schlapp, Don Brummel, Bill Bergland, Brian Michel, Geri Hendrickson

### New Business part two

A. Discussion of an Ordinance Regulating or Prohibiting the Discharge of Firearms in Unincorporated areas (as defined by 55 ILCS 5/5-1117) – Discussion on gun ranges versus hunting or target practice on personal property, the need for an ordinance in Kendall County, current gun ranges in Kendall County, and legitimate agriculture use and the right to bear arms.

State's Attorney Eric Weis stated addressed the issue of the risk of personal injury that might result from the discharge of a firearm, by saying that state law already in place - Class 4 Felony, with a \$250 fine that would apply to personal injury caused by a firearm. Mr. Weis said that Township rules and regulations are separate from County regulations, and firearm regulations are different from hunting regulations.

Member Prochaska made a motion to dismiss the Discussion of an Ordinance Regulating or Prohibiting the Discharge of Firearms in Unincorporated areas (as defined by 55 ILCS 5/5-1117) indefinitely, second by Member Gilmour.

Roll Call: Member Prochaska – yes, Member Gilmour – yes, Member Giles – yes, Member Vickers – no. With Members Prochaska, Gilmour, and Giles voting aye, and Member Vickers voting no, the motion carried by a vote of 3-1. Member Hendrix was absent for this vote.

# **Legislative Update**

- A. Discussion of House Bills and Senate Bills Item was tabled to a future meeting
  - 1. HB 1573
  - 2. HB 1448
  - 3. HB 158
  - 4. HB 191
  - 5. SB 108

# Executive Session - Not needed

<u>Adjournment</u> – Member Vickers made a motion to adjourn the meeting, second by Member Gilmour. With all in agreement, the meeting adjourned at 4:54p.m.

Respectfully Submitted,

Valarie McClain Administrative Assistant and Recording Clerk



# **MEETING MINUTES FOR FRIDAY, FEBRUARY 1, 2019**

<u>Call to Order</u> – The meeting was called to order by Committee Chair Amy Cesich at 8:32a.m.

### **Roll Call**

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Elizabeth Flowers		8:37a.m.	9:35a.m.
Matthew Prochaska	Here		10:40a.m.
John Purcell	Yes		
Robyn Vickers	Present		

### With four members present, a quorum was established to conduct committee business.

Others present: Matt Kinsey, Scott Koeppel, Laura Pawson, Jim Smiley

<u>Approval of Agenda</u> – Motion made by Member Prochaska to approve the agenda, second by Member Vickers. With four members in agreement, the motion carried by a vote of 4-0.

<u>Approval of Minutes</u> – Motion made by Member Purcell to approve the minutes from December 19, 2018, second by Member Vickers. <u>With four members in agreement, the minutes were approved by a 4-0 vote</u>.

### **Monthly Reports**

- **Census Log** Ms. Pawson reviewed the October, November and December 2018 monthly and year to date statistics with the committee, as well as a comparison to 2017.
- **Bite Report** Ms. Pawson reported a total of 19 dog and 1 cat bite for the month of December. She also reported on two animals with multiple bites in 2018. She reported 13 dog and 1 cat bite for the month of November, and 8 dog bites for the month of October.
- Operations Report Mr. Koeppel reviewed the information provided by Williams Scotsman regarding the purchase price for the trailer currently being used by Animal Control. Discussion about the facility plan with and without the trailer, the purchase or continued leasing of the trailer, and if there is an actual need for a trailer at all. Facilities Director Smiley reviewed drawings of a possible reconfiguration of the Animal Control building to enable all personnel to be housed together in the building that already has running water and restroom facilities. Discussion on removing some of the cages to allow better utilization of space, as well as updating the animal viewing areas to accommodate personnel directly across from the main office, and provide an animal meeting/viewing area with potential adoptive families. Chair Cesich stated the original plan for the facility was never to include an onsite trailer, or to have staff separated in two locations. There was interest by committee members to tour the facility to get a better

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- understanding of the current space, the trailer space, the needs, and the proposed changes. Mr. Koeppel was asked to formulate a plan with and without the trailer, and report back at the February meeting.
- **Accounting Report** Mr. Koeppel reported that Animal Control received a donation of \$4,190.74 from the estate of Thomas K. Quirin recently. Mr. Koeppel reviewed the report with the committee.

### **Old Business**

- Discussion and Approval of the Distribution of State Pet Population Funds Member Purcell made a motion to forward the Approval of the Transfer of the Balance of the State Pet Population Fund into the Animal Control Fund, second by member Prochaska. Discussion, and recommendation to include this item on the Finance Committee agenda for discussion. With five members present voting aye, the motion carried by a 5-0 vote.
- Discussion of Animal Control Shelter Management Software Technology Director Kinsey reviewed the Chameleon software information, financial, staffing and donor capabilities, and pricing with the committee, including start-up and annual costs.
  Mr. Koeppel will provide total costs, quotes and a recommendation of which fund to use for payment at the February meeting.

### **New Business**

- Discussion of HVAC Repairs Mr. Smiley reviewed the HVAC system proposal and contract terms provided by Dewberry Engineers, Inc. Mr. Smiley stated that the repairs were included in the capital plan beginning in 2103 with the kennel area, and replacement of the furnace and air conditioning unit in the main office area. Duct work upgrades were completed due to the heat and humidity in the area, but there were no funds to replace the furnace and air conditioning unit. Discussion on the required retainer fee, the estimated cost, the scope of work involved and the approximate 6-month timeframe for installation. There was consensus by the committee to have Mr. Smiley contact Dewberry to negotiate a lower cost, or to go out to bid for the project.
- Discussion of Staffing and Salary Mr. Koeppel stated that he and Chair Cesich met with Ms. Pawson to discuss the staffing issues, the needs, and the salary for the full-time Kennel Manager and part-time Kennel Technician personnel positions. Discussion on the current salaries for each position, the expertise and experience in investigations or working in an animal control facility, required for the Kennel Manager position. Discussion on the job description and responsibilities will be for this position. There was consensus by the committee to increase the starting salary to \$16.00 per hour, and to give Mr. Koeppel permission to go higher depending on qualifications.

Discussion on part-time kennel technician compensation based on 16-28 hours per week, the proposed salary increase and expectations for these positions. There was consensus by the committee to offer a starting salary of \$11.00 per hour, a review after 6-months, and then an increase in salary if warranted.

- ➢ Discussion of Externally Housing Animals Member Cesich reported that she spoke with Dr. Schlapp for an evaluation of how housing animals at his clinic has been going. Dr. Schlapp is willing to continue housing animals for the County until Animal Control is fully-staffed and functional. Mr. Koeppel stated that Ms. Pawson is doing intakes Monday through Friday, and Countryside Vet Clinic personnel are doing intakes on weekends.
- Discussion of 2019 Animal Control Legislation Changes Discussion on Animal Control Acts that took effect on January 1, 2019 provided by the State's Attorney's Office.

**Executive Session** – Not needed

**Action Items for the County Board** - None

Action Items for the Committee of the Whole -

**Questions for the Media** – None

**Public Comment** – None

<u>Adjournment</u> – Member Vickers made a motion to adjourn the meeting, by Member Cesich. <u>With three members present in agreement, the meeting was adjourned at 10:51a.m.</u>

Respectfully Submitted,

Valarie McClain, Administrative Assistant & Recording Clerk

# COUNTY OF KENDALL, ILLINOIS

# **Economic Development Committee**

# Meeting Minutes Friday, January 25, 2019

### Call to Order

The meeting was called to order by Chair Audra Hendrix at 9:00a.m.

### **Roll Call**

Committee Members Present: Amy Cesich, Scott Gryder, Matthew Prochaska, Robyn Vickers, Audra Hendrix

Staff Present: Scott Koeppel

<u>Approval of Agenda</u> – Member Cesich made a motion to approve the agenda, second by Member Vickers. **Approved by a vote of 5-0**.

### **Committee Business**

➢ Discussion of Kendall County Economic Development Corporation – Member Gryder reported that Kendall County is the only CMAP or Regional County without an Economic Development Corporation. Discussion on the benefits of creating an Economic Development Corporation, and examples from Grundy County, and Choose DuPage of mission statements, individual and private sector partners, corporation goals, strategic plans, and bylaws.

Member Gryder said that in meeting with Minooka, Plano and Yorkville officials, there is great interest in a corporation with personnel with a primary focus of promoting Kendall County, assisting municipalities with bringing in additional business, industry and revenue, and marketing our own industrial sites.

Member Gryder also stated the County is hindered in advancing economically because of its current structure, and the loss of revolving loan funds through businesses such as Lucky Dogs in Montgomery and Timber Creek Resort in Sandwich.

Chair Hendrix asked Mr. Koeppel to obtain bylaws from local counties for the next meeting. Chair Hendrix also tasked the committee with submitting their list of priorities, strategies, and a possible mission statement to the Administration Department prior to the February meeting.

Discussion of Kendall County Membership in Local Chambers of Commerce – Mr. Koeppel briefed the committee on the cost of the CRGC membership, and other memberships, one thing cut from the EDC budget was the memberships to local Chambers of Commerce. There was a consensus by the committee that the County should be supportive of the local Chamber memberships using funds from the dues/membership line item.

# COUNTY OF KENDALL, ILLINOIS

# **Economic Development Committee**

Review of Revolving Loan Program Process – Mr. Koeppel informed the committee that phase 3 of the process involves staff making a recommendation of loan amount, interest and term to the EDC Committee. Mr. Koeppel would like the committee to hire someone with experience to review/evaluate the loans and give a recommendation to the committee regarding revolving loans. There was consensus by the committee that Mr. Koeppel should research options for a company to review and recommend loans, and costs involved and report at the February meeting.

### **Updates and Reports**

➤ Yorkville Arby's Loan Application Update – Mr. Koeppel reported that the applicant pulled his application with Kendall County and went to a local bank, because he needed the funds faster than available through the County.

**Chairs Report** – No report

**Public Comment** – None

**Executive Committee** – Not needed

### Adjournment

Member Cesich made a motion to adjourn, second by Member Vickers. There being no objection, the Economic Development Committee meeting was adjourned at 10:09a.m.

Respectfully submitted,

Valarie McClain Administrative Assistant and Recording Clerk

# REGIONAL OFFICE OF EDUCATION Grundy and Kendall Counties

# ANNUAL REPORT 2018

CHRISTOPHER D. MEHOCHKO
Regional Superintendent

MICHELLE SENFFNER
Assistant Regional Superintendent



This report is intended to familiarize the reader with some of the services provided by the Grundy-Kendall Regional Office of Education.

The Grundy-Kendall Regional Office of Education (ROE) is fortunate to work with excellent school administrators and teachers, while at the same time receiving outstanding cooperation from both the Grundy and Kendall county boards and county service agencies.

The primary duty of the Regional Office of Education is to assist Grundy and Kendall County educators with licensure questions. However, the office also assists educators from across the state as well as those located out of state.

The ROE provides a variety of services required by the State of Illinois, suggested by the ROE itself or implemented at the request of the schools within the region. Services range from serving as administrative agent of a cooperative program to providing professional development activities and programs for the teachers and administrators within the region. Professional development for school personnel is under the auspices of the Regional Office of Education in conjunction with the Will County Regional Office of Education. The Professional Development Alliance is located in Joliet. In addition to professional development, the Grundy/Kendall ROE is responsible for Alternative School programs, truancy case workers, homeless liaison, and Workforce Investment Act programs.

The ROE also provides training for all school bus drivers, provides testing which leads to the awarding of the GED certificate to those who did not complete their high school education, fingerprints school employees, and maintains a job bank database.

The Grundy-Kendall Regional Office of Education is responsible for 18 public school districts which educate students in 11 high schools, 11 middle schools, 39 elementary schools, and 3 early childhood centers. In addition, there are 6 private schools, 5 alternative schools, 1 cooperative vocational center, and 1 outdoor education center. With these additional facilities the number of students in the region has grown to over 45,000 compared to 18,000 students back in 1997-1998. There is also one special education cooperative providing a myriad of services for students. All of these facilities lie in an area covering over 752 square miles.



The Grundy/Kendall Regional Office of Education has developed a very strong reputation for having friendly, knowledgeable support staff. Support staff for the Regional Office of Education consists of one Administrative Assistant/Licensure Officer in the Morris office and one Administrative Assistant/Licensure Officer and one Bookkeeper in the Yorkville office. It is common to hear positive comments about the support staff's contributions to the ROE.

Basic support of the day-to-day functions of supervision and service to the schools and people of the two-county region is, per law, provided by the two counties. County budget assessment is based upon a ratio of the total assessed property valuation of each county. For the FY18 Budget, that ratio stood at 39% for Grundy County and 61% for Kendall County. The FY19 budget ratio moves to 40% for Grundy and 60% for Kendall.

# **Kendall County Outdoor Education Center**

The Kendall County Outdoor Education Center (KCOEC) is located at Hoover Forest Preserve in Yorkville, Illinois. The mission of the KCOEC is to provide students the opportunity for experiential learning in an outdoor setting. During the program day, the teacher or teachers give a great deal of support to the students through the employment of small working groups. In addition to enhancing a standard curriculum, the KCOEC offers the opportunity for student decision-making, self-confidence development, team building, risk taking, leadership development, and personal adventure. A common thread woven into most outdoor education activities is a strong stewardship responsibility, conservation ethic, and environmental harmony.

The KCOEC is funded through a cooperative that includes the school districts of Plano, Sandwich and Yorkville. The Center provides services for the students within this cooperative. The Regional Office of Education is the administrative agent for the center and employs one full-time director.

The KCOEC also welcomes groups outside of the cooperative interested in outdoor education opportunities. Completion of the "challenge course" has helped draw groups from school districts outside the cooperative boundaries as well as businesses from across the region.

The Center provides one-day, outdoor education experiences for thousands of students each year with participants ranging in age from pre-kindergarten through adults. Each program day is developed with the classroom teacher and is designed to enrich the classroom curriculum. Program areas include Environmental Science, Map and Compass, Living History and Team Building. During the 2017-18 school year over 9000 people were served by the KCOEC.

The KCOEC has been providing quality outdoor learning experiences for local school districts for the last 48 years and looks forward to continuing the adventure into the future.



The purpose of the Attendance Assistance Program is to improve school attendance and performance of educationally at-risk students. This program works in prevention and intervention modes with schools, truant students and their families to decrease absenteeism. The program serves 18 school districts throughout Grundy and Kendall Counties and is funded through the Illinois State Board of Education (ISBE) Truants' Alternative and Optional Education Program and General State Aid. There is one full-time and one part time truancy case worker in Kendall County and one part-time truancy case worker in Grundy County.

# **Employment Program**

The ROE implements a program funded under the federal Workforce Investment Act (WIA). A youth employment program for Kendall County youth aged 16-21 operates out of the Yorkville Office. The purpose of the program is to help youth from low income homes who have employment barriers such as being a high school drop-out, being on court probation, being a young parent, or being academically deficient. Services include GED tutoring, assistance finding employment, resume creation, career counseling, subsidized employment, assistance finding educational grants and loans, and letters of recommendation for employers and judges. The program is funded by the Workforce Investment Act through the River Valley Workforce Investment Board. Chris Mehochko serves as a member of the River Valley Workforce Investment Board.

# **GED Testing**

The Grundy/Kendall County Regional Office of Education provides GED, along with hundreds of other computer based tests, each month at the Old Historic Courthouse in Yorkville. Generally, tests are administered on Thursday and Saturday of each week. However, we maintain a flexible schedule and open the center on other days to meet the demands of our constituents. We administered 848 exams during the time period between December 1, 2017 and November 30, 2018.

# **Regional Safe Schools Program**

The Regional Safe School Program (RSSP) is a special program created by the State Legislature and is intended to provide educational alternatives for at-risk youth who are expulsion-eligible or have multiple suspensions. Five sites operate cooperatively in the two-county area. Grundy County sites are located at Premier Academy in Morris and Minooka High School (Project Indian). Kendall County RSSP sites are located in Plano (FLEX Program), Oswego (GOAL Program), and Yorkville (Yorkville RSSP Program).

Premier Academy, located in Morris, is a Regional Safe School Program and Truants Alternative and Optional Education Program (TAOEP) which is funded by the Illinois State Board of Education. It is one of over 100 programs operating statewide to serve the needs of at-risk students. Premier Academy houses up to 134 students who would otherwise be without an educational placement. Premier Academy serves students from Morris, Coal City, Gardner-South Wilmington, Seneca, Plano, Oswego, Yorkville and Newark School Districts.



## **Overview**

The Professional Development Alliance (PDA) is a cooperative agency of the Grundy-Kendall Regional Office of Education and the Will County Regional Office of Education. It provides professional development programs; consulting, facilitation, and technology services; and technical assistance to schools and other educational agencies in the three counties. This cooperative agreement leverages resources to provide the greatest amount and quality of services for Grundy and Kendall County schools for the funding available.

The PDA is supported through state funding, a variety of federal grants, and fees for services. The Grundy-Kendall ROE contributes its share of state and grant funding toward the operation of the PDA and serves on the Board of Directors of the PDA.

### **Graduate Cohort Programs**

The PDA works with several universities in northern Illinois to bring Masters and Doctoral programs to educators at convenient locations in Grundy, Kendall, and Will counties at reduced rates.

### VISTA Learning

This program provides high quality refurbished computers to students in need who have been nominated by their teacher(s) and principal. The focus is to provide updated technology to promising students who would not otherwise have access to these tools to support their learning and achievement.

# **Evaluation App**

For the school 2013-14 school year, the technology staff at the PDA developed and built an evaluation app. This app can be used on numerous media devices. The purpose of the app is to provide evaluators the ability to successfully evaluate educators in a cost efficient and timely manner. The app program incorporates rules established in Senate Bill 7 and the Performance Evaluation Reform Act (PERA). Currently, there are 31,187 active licenses being used across the country.



A homeless child is one who lacks a "fixed, regular and adequate nighttime place of abode" and includes children and youths who are

- **Sharing the housing** of other persons; i.e. 'doubled-up or couch-surfing' due to loss of housing, economic hardship, or a similar reason;
- Are living in **motels**, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
- Are living in emergency or **transitional shelters**; are abandoned in hospitals; or are awaiting foster care placement;
- Have a **primary nighttime residence** not designed for or ordinarily used as a regular sleeping accommodation for human beings.
- Migratory children qualify as homeless when living in circumstances described above
- This includes the "hidden homeless" those who are **constantly moving** from one place to another and those who are one paycheck away from being on the streets.

In general, children or youth 'doubled-up or couch-surfing', living in welfare hotels, transitional housing, shelters, the streets, cars, abandoned buildings, and other inadequate accommodations are considered homeless. The (federal) McKinney-Vento Homeless Education Assistance Act and the Illinois Education for Homeless Children Act ensures homeless children have a right to:

- A **free**, appropriate public education including a priority to preschool programs (includes waiver of required school fees that would be a participation barrier for homeless families
- The **choice** of staying in the school of origin or attending the school nearest their shelter or temporary home
- In the case of **unaccompanied youth**, consideration is given to the youth's wishes.
- Immediate enrollment even when medical records cannot be produced at the time of enrollment
- Assistance with **transportation** if needed

In the Grundy-Kendall Regional Office of Education service area, Christopher D. Mehochko, Regional Superintendent appoints a **Homeless Liaison** to provide public awareness and assist the school district's homeless liaison to eliminate barriers that may prevent homeless students from receiving immediate and full participation in educational activities.

### **Local School Districts: 'Homeless Liaison':**

- Every local educational agency (LEA) must designate an appropriate staff person as a liaison for students in homeless situations.
- Liaisons must ensure that students enroll in, and have full and equal opportunity to succeed in, the schools of the LEA (This includes unaccompanied youths.)
- Children and youth in homeless situations are identified by school personnel and through coordination activities with other entities and agencies.

Contact: Mia Jusufi, Homeless Liaison, Office of the Regional Superintendent 1320 Union Street, Morris, IL 60450

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