

**KENDALL COUNTY BOARD AGENDA
SPECIAL MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, August 27, 2019 at 9:00 a.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
 - A. Judge Timothy McCann
6. Public Comment
7. Consent Agenda
 - A. Approval of County Board Minutes from July 16, 2019
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$ 666,369.85 and July 2019 Petit Jurors in an amount not to exceed \$ 666.68
 - D. Approval of Resolution Authorizing Execution and Amendment of Downstate Operating Assistance (DOAP) Grant Agreement
 - E. Approval of Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement
 - F. Approval of Kendall County Title VI Statement of Policy and Program
 - G. Approval of Agreement between the Kendall County Drug Court and Gateway Foundation, Inc.
 - H. Approve the 5-Year Surface Transportation Program for Kendall County
 - I. Approval of a Cable Television Franchise Agreement by and Between the County of Kendall, Illinois and Comcast of Illinois XIII, L.P.
8. Old Business
 - A. Approve request to Kendall County State's Attorney to agree to a modification of tax delinquency settlement agreement with CalAtlantic, specifically CalAtlantic's request to extend the date by which CalAtlantic must acquire the subject parcels in Yorkville SSA 2004-107 from September 1, 2019 to October 1, 2019.
9. New Business
 - A. Approval of National Suicide Prevention Month Proclamation
 - B. Approval of the 2020 County Holiday Schedule
10. Elected Official Reports & Other Department Reports
 - A. Sheriff
 - B. County Clerk and Recorder
 - C. Treasurer
 - D. Clerk of the Court
 - E. State's Attorney
 - F. Coroner
 - G. Health Department
 - H. Supervisor of Assessments
11. Executive Session
12. Standing Committee Reports
 - A. Planning, Building & Zoning
 1. Approval of Petition 18-24-Request from Dorothy Flisk on Behalf of Skyfall Equestrian, LLC for a Major Amendment to a Special Use Permit to Increase the Number of Horses Allowed Boarded from Twenty-Four (24) to Thirty-Six (36) at 17 Ashe Road (PINs: 01-01-200-020 and 02-06-102-009) in Little Rock and Bristol Townships; Property is Zoned RPD-1
 2. Approval of Petition 19-25-Request from Dave Hamman on Behalf of KEKA Farms, LLC (Property Owner) and Pulte Group (Billboard Owner) to Renew a Special Use Permit Granted by Ordinance 2004-43 and Renewed by Ordinance 2017-14 Allowing the Placement of an Outdoor Advertising Sign (Billboard) at the Southeast Corner of the Intersection of U.S. 34 and Hafenrichter (Farnsworth) (PIN: 03-01-127-006) in Oswego Township; Property is Zoned M-2
 3. Approval of Petition 18-04-Request from the Kendall County Regional Planning Commission to Amend the Future Land Use Map for Properties Along Route 47 in Lisbon Township

4. Approval of Petition 19-12-Request from Robert Bright on Behalf of the Madison Trust and Castle Bank N A and JoAnn Bright-Theis for a Special Use Permit to Operate a Banquet Center at 10978 Crimmin Road (PINs: 04-29-300-010, 04-29-300-012, 04-30-400-007, 04-30-400-012, 04-30-400-013, 04-30-400-018, 04-30-400-019, 04-31-200-013, 04-32-100-006, and 04-32-100-008) in Fox Township; Property is Zoned A-1
- B. Law, Justice & Legislation
 1. Approval of Advanced Correctional Healthcare Proposed Rate and Increase of LPN Hours
- C. Highway
 1. Approve Low bid from Geneva Construction Company in the amount of \$140,797.50 for resurfacing Mill Road from Kennedy Road to Allegiance Crossing; said funds to be taken from the Transportation Sales Tax Fund.
- D. Facilities Management
 1. Approve contract with L Marshall Inc. to replace Courthouse roof section one, not to exceed \$80,000.00, includes base bid of \$58,800.00, \$10,000.00 allowance for insulation including alternate one in the amount of \$11,200.00
13. Special Committee Reports
 - A. Juvenile Justice Council
 - B. Historic Preservation
 - C. UCCI, Other State Associations and Organizations
 - D. Board of Health
 - E. KenCom Executive Board
14. Other Business
15. Chairman's Report

Appointment(s)

Mark A. Luettich – Yorkville Bristol Sanitary District – 3 year term – Expires September 2022

Scott R. Gryder – ICRMT Board Trustee – Expires November 2020

Rob DeLong – 2020 Census Complete Count Commission – 1 year term – Expires September 2020

Katelyn Gregory – 2020 Census Complete Count Commission – 1 year term – Expires September 2020

Greg Witek – 2020 Census Complete Count Commission – 1 year term – Expires September 2020

Becca Garcia – 2020 Census Complete Count Commission – 1 year term – Expires September 2020

Chris Mehochko – 2020 Census Complete Count Commission – 1 year term – Expires September 2020

Lynette Heiden – 2020 Census Complete Count Commission – 1 year term – Expires September 2020

Bob Hausler – 2020 Census Complete Count Commission – 1 year term – Expires September 2020

Brent Lightfoot – 2020 Census Complete Count Commission – 1 year term – Expires September 2020

16. Public Comment
17. Questions from the Press
18. 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 JUNE MEETING
July 16, 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, July 16, 2019 at 9:00 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Elizabeth Flowers, Scott Gengler, Judy Gilmour, Audra Hendrix, Matt Kellogg, and Robyn Vickers. Members absent: Tony Giles and Matt Prochaska.

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

THE AGENDA

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

CONSENT AGENDA

Member Hendrix moved to approve the consent agenda of A) County Board minutes from June 4, 2019 and June 18, 2019; B) standing committee minutes; C) claims in an amount not to exceed \$546,063.33 and Health Department claims in an amount not to exceed \$40,860.76; and D) preliminary engineering services agreement between Kendall County and Hutchison Engineering, Inc. for the intersection improvements at US Route 52 and Ridge Road at a cost not to exceed \$180,000; said funds to be taken from the Transportation Sales Tax Fund. Member Gengler seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

COMBINED CLAIMS: FCLT MGMT \$19,097.43, B&Z \$2,097.67, CO CLK & RCDR \$251.95, ELECTION \$350.71, ED SRV REG \$6,247.84, SHRFF \$23,141.63, CRRCTNS \$217.79, MERIT \$276.50, EMA \$1,832.83, CRCT CT CLK \$1,482.11, JURY COMM \$361.18, CRCT CT JDG \$4,684.72, CRNR \$6,272.53, CMB CRT SRV \$6,414.03, ST ATTY \$2,506.55, CO TRSR \$37.26, EMPLY HLTH INS \$3,094.50, OFF OF ADM SRV \$385.35, CO BRD \$151.61, TECH SRV \$6,408.64, FAC MGT UTLTS \$69.74, CAP EXPEND \$37,523.00, CAP IMPRV \$2,800.00, CO HWY \$19,762.28, CO BRDG \$5,076.60, TRNSPRT SALES TX \$287,171.80, HLTH & HMN SRV \$561.06, FRST PRSRV \$1,532.11, ELLIS HS \$439.53, ELLIS GRNDS \$44.18, ELLIS CMPS \$515.34, ELLIS RDNG LSSNS \$990.90, ELLIS BDAY PTIES \$60.00, ELLIS PUB PRGMS \$14.00, SNRS CNTR \$56.28, ELLIS WDDNGS \$1,023.40, HOOVER \$2,108.32, ENV ED CMPS \$340.53, ENV ED NTRL BGNNGS \$33.91, ENV ED OTHR PUB PRGMS \$20.28, ENV ED LWS OF NTR \$48.41, NTRL AREA VLNTR \$93.15, GRNDS & NTRL RSCS \$4,853.88, PCKRLL PGTT FP \$29.28, ANML CNTRL EXPND \$3,505.84, ANML CNTRL EXPS \$638.06, DRG ABS EXP \$5,061.00, HIDTA \$46,475.98, CMSRY FND \$389.04, NCLR GRNT FND \$105.00, JUV JSTC GRNT \$115.00, CRT SEC FND \$1,155.39, LAW LBRY \$97.08, CRNR \$1,100.00, PRBTN SRV \$2,031.48, KC DRG CT FND \$1,720.00, GIS \$216.34, TX SL AUTO EXP \$4,461.90, PUB SFTY \$14,077.97, VAC \$4,188.64, CRNR SPCL FND \$238.80, FP BND PRCDs '07 \$10,005.00, HLTH & HMN SRV \$40,860.76

A complete copy of IGAM 19-29 is available in the Office of the County Clerk.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Baird presented the 6 month annual report. Sheriff Baird stated that it has been an extremely busy couple of weeks and the air condition unit is 95% done.

County Clerk

County Clerk Debbie Gillette stated that the Recorder's office has begun e-recording and forms relating to recording have been added to the website.

**Revenue
Report**

6/1/19-6/30/19 6/1/18-6/30/18 6/1/17-6/30/17

Line Item	Fund	Revenue	Revenue	Revenue
County Clerk Fees		\$835.50	\$836.50	\$941.00

	County Clerk Fees - Marriage License	\$1,890.00	\$2,190.00	\$2,190.00
	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
	County Clerk Fees - Misc	\$2,337.50	\$5,943.12	\$2,026.50
	County Clerk Fees - Recording	\$28,726.00	\$27,540.00	\$32,922.00
01010061205	Total County Clerk Fees	\$33,789.00	\$36,509.62	\$38,079.50
01010001185	County Revenue	\$44,260.00	\$49,940.25	\$47,882.75
38010001320	Doc Storage	\$16,633.50	\$16,509.50	\$18,944.00
51010001320	GIS Mapping	\$28,084.00	\$27,857.00	\$31,990.00
37010001320	GIS Recording	\$3,512.00	\$3,483.00	\$3,998.00
01010001135	Interest	\$15.03	\$24.36	\$27.48
01010061210	Recorder's Misc	\$4,167.00	\$3,239.75	\$6,178.50
81010001320	RHSP/Housing Surcharge	\$15,039.00	\$15,057.00	\$16,938.00
37210001575	Tax Certificate Fee	\$1,640.00	\$1,560.00	\$1,600.00
37210001576	Tax Sale Fees	\$0.00	\$75.00	\$216.29
37210001577	Postage Fees	\$0.00	\$0.00	
CK # 18733	To KC Treasurer	\$147,139.53	\$154,255.48	\$165,854.52

Treasurer

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 SEVEN MONTHS ENDED 06/30/2019

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2019 YTD Actual</u>	<u>2019 YTD %</u>	<u>2018 YTD Actual</u>	<u>2018 YTD %</u>
Personal Property Repl. Tax	\$370,000	\$257,450	69.58%	\$233,415	58.35%
State Income Tax	\$2,221,490	\$1,654,826	74.49%	\$1,451,586	58.77%
Local Use Tax	\$685,000	\$479,281	69.97%	\$409,832	65.05%
State Sales Tax	\$550,000	\$297,019	54.00%	\$303,176	55.12%
County Clerk Fees	\$325,000	\$175,358	53.96%	\$189,574	47.39%
Circuit Clerk Fees	\$800,000	\$385,834	48.23%	\$402,968	47.41%
Fines & Foreits/St Atty.	\$325,000	\$132,030	40.62%	\$164,716	43.35%
Building and Zoning	\$68,000	\$47,510	69.87%	\$44,593	68.60%
Interest Income	\$150,000	\$181,427	120.95%	\$111,247	128.61%
Health Insurance - Empl. Ded.	\$1,265,420	\$701,648	55.45%	\$680,533	52.37%

1/4 Cent Sales Tax	\$3,105,000	\$1,750,726	56.38%	\$1,739,034	58.95%
County Real Estate Transf Tax	\$425,000	\$224,486	52.82%	\$220,943	50.21%
Federal Inmate Revenue	\$1,618,750	\$1,296,225	80.08%	\$870,272	104.57%
Sheriff Fees	\$177,340	\$95,072	53.61%	\$112,154	45.78%
TOTALS	\$12,086,000	\$7,678,892	63.54%	\$6,934,043	59.79%
Public Safety Sales Tax	\$5,220,000	\$3,057,148	58.57%	\$2,990,050	59.00%
Transportation Sales Tax	\$5,000,000	\$3,057,148	61.14%	\$2,990,050	62.95%

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

To be on Budget after 7 months the revenue and expense should at 58.33%

Coroner

Description	**	Month: June (FY 2019)	Fiscal Year-to-Date	June 2018
Total Deaths		25	165	18/169
Natural Deaths		22	155	15/153
Accidental Deaths	**	1	3	2/10
Pending		0	0	0
Suicidal Deaths		2	6	0/4
Homicidal Deaths		0	0	1/1
Undetermined		0	1	0/1
Toxicology		3	13	3/22
Autopsies		1	10	3/20
Cremation Authorizations		13	98	7/104

Scenes Responded to:	Transported by Coroner's Office:	External Examinations:
8	3	7
Suicide – June 12, 2019, 71-year-old, White, Male, Montgomery, Gunshot Wound to the Head Suicide - June 22, 2019, 48 – year-old, White, Male, Plano, Gunshot Wound to the Head Accidental – June 27, 2019, 83-year-old, White, Female, Montgomery, Complications of Right Femur Fracture Due to a Fall in the Home.		

PERSONNEL/OFFICE ACTIVITY:

- On June 5, Coroner Purcell facilitated the 'Lights of Hope' support group for families and friends who have been impacted by an overdose related death.
- On June 5, Chief Deputy Coroner Gotte attended the "Mental Health First Aid" program presented through NEMRT.
- On June 6, Coroner Purcell co-facilitated the opioid study group at the Kendall County Health Department.
- On June 25, the coroner's office participated in the Pre-Exercise for the Dresden Drill.
- On June 27, Coroner Purcell and Chief Deputy Coroner Gotte provided a morgue tour for the Criminal Justice Youth Academy.

FINANCIAL ACTIVITY:

1. EXPENSES

- General Budget Total Expenses: \$33.09
- SUDORS Grant Expenditures: \$0
- Death Certificate Surcharge Expenditures: \$62.25
- Special Fees Expenditures: \$0

2. REVENUE

1. Special Fees Revenue: \$2,900.00

Health Department

Dr. Tokars stated that they hosted a community dialog on suicide. There will be a mental health town hall with Congresswoman Lauren Underwood on July 31, 2019.

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti stated that they sent out 905 disabled vet and disabled person's renewal forms.

EXECUTIVE SESSION

Member Hendrix made a motion to go into Executive Session for (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 Flowers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

STANDING COMMITTEE REPORTS

Planning, Building and Zoning

Petition 19-11

Member Kellogg moved to approve Petition 19-11-Request from Mark Caldwell on Behalf of Dickson Valley Ministries for a Major Amendment to a Special Use Permit Granted by Ordinance 2014-05 Permitting a Youth Camp and Retreat Center at 8250 Finnie Road (PINs: 04-17-100-002, 04-17-300-002, and 04-17-300-007) in Fox Township by Amending the Approved Site Plan. Member Gengler seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

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

Law Justice & Legislation

The committee focused on the Mental Health Court. They are working through getting a grant for this.

Highway

Agreement with City of Yorkville

Member Cesich moved to approve the Intergovernmental Agreement between Kendall County and the City of Yorkville relating to the asphalt resurfacing of Mill Road. Member Flowers seconded the motion.

Members discussed the fact that 5,000+ cars travel the road and the amount of complaints received about it. The agreement will include 1 ½" asphalt mix, aggregate shoulders and pavement markings. The City of Yorkville will reimburse the County for 100% of the construction costs.

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

A complete copy of IGAM 19-30 is available in the Office of the County Clerk.

Facilities

Courthouse Elevator

Member Kellogg moved to approve the courthouse elevator controls modernization with Advanced Elevator Company in the amount of \$48,280.00. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 19-31 is available in the Office of the County Clerk.

Parking Lot Pavement

Member Kellogg moved to approve the parking lot pavement projects with D Construction Inc. in the amount of \$45,934.10. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Housing Authority Lease

Member Kellogg moved to approve an initial two (2) year lease commencing August 1, 2019 and terminating on the last day of July 2021 with two (2), successive, one (1) year option periods with the Kendall County Housing Authority in the amount of \$400.00 per month for office #130 in the Health & Human Services facility at 811 W. John St. Yorkville, IL 60560. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 19-32 is available in the Office of the County Clerk.

Finance

Capital Plan

Member Kellogg moved to approve the FY20 capital plan process and capital requests form. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Budget Process

Member Kellogg moved to approve the FY20 budget process timeline. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Chairman's Report

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

Appointments

Chris Mehochko – Workforce Development Board – 2 year term – Expires September 30, 2021
Randy Mohr – Zoning Board of Appeals (reappointment) – 5 year term – Expires July 2024

Chairman Gryder informed the board that he received a letter for the Illinois Tollway regarding the Prairie Parkway project; the request will be taken into consideration.

The board received a thank you from the Juvenile Justice Council for the donation and sponsorship for the Skyrun 5K fundraiser.

Chairman Gryder took a moment to remember the victims; Catherine Rekate, John Wilson, George Peshade, Dave Gardner and Robert Loftus who lost their lives at the Pine Village.

The bridge work on Millington Bridge has started while the water was going down. It is still unsafe.

ADJOURNMENT

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

Approved and submitted this 18th day of July, 2019.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

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 August 12, 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

Committee Members Present: Elizabeth Flowers, Scott Gengler, Judy Gilmour, Matt Kellogg (Vice-Chairman), and Matthew Prochaska (Chairman)

Committee Members Absent: None

Also Present: Matt Asselmeier (Senior Planner), Dan Kramer, Dorothy Flisk, and Katie Finlon

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

Member Flowers made a motion, seconded by Member Gengler to approve the minutes of the July 30, 2019, special meeting. With a voice vote of five (5) ayes, the motion carried unanimously.

PUBLIC COMMENT

None

PETITIONS

18 – 24 – Dorothy Flisk on Behalf of Skyfall Equestrian, LLC

Mr. Asselmeier summarized the request.

Dorothy Flisk, on behalf of Skyfall Equestrian, LLC, is requesting a major amendment to their special use permit to increase the number of horses allowed to be boarded in the stable from twenty-four (24) to thirty-six (36). The Petitioner desires the amendment to respond to increased market demand for stabling services.

When the Petitioner originally applied for a major amendment to their special use permit, they did not provide information regarding a new building or a revised manure management plan reflecting the addition of twelve (12) horses. The matter was originally laid over at ZPAC until this information was provided.

The Petitioner has a waitlist and would like to expand because of the waitlist. If approved, the Petitioner would like to expand operations in the summer of 2019.

The Petitioner provided an EcoCat from 2005.

The Petitioner applied for an NRI in February 2019 and the LESA Score was 167 indicating a low
Page 1 of 12

level of protection.

Revised information was sent to Little Rock Township Revised on February 21, 2019. No comments were received.

Revised information was sent to Bristol Township on February 21, 2019. No comments were received.

The City of Plano had no objections to the proposal.

Revised information was sent to the Bristol-Kendall Fire Protection District on February 21, 2019.

The Little Rock Fox Fire Protection District had no objections to the original proposal.

ZPAC recommended approval of the petition.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on March 27, 2019. Dan Huddleston expressed the Homeowners' Association concerns regarding increased traffic, light pollution, noise, and manure. Jean Cook, Arlene Vankamper, and Mary Kay Sergo board their horses at the stable and spoke about how well maintained the stable is and how it enhanced the area. Discussion occurred regarding planting arborvitaes as a buffer, but this did not seem to solve screening issues. By a vote of six (6) in favor and two (2) in opposition, the Kendall County Regional Planning Commission recommended approval with the conditions proposed by Staff.

The Kendall County Zoning Board of Appeals started a public hearing on this petition on August 27, 2018. The hearing was continued until April 29, 2019, July 1, 2019, and July 29, 2019. The minutes of the August 27th, April 29th, and July 1st hearings were provided. At the hearing on July 29th, Attorney Patrick Kinnally presented fourteen (14) requests from his client John Bryan. These were as follows:

1. Residential lots to remain residential with no ability for horse pasturing.
2. Two to Four (2-4) weeks Notice for outdoor events.
3. Change notice for "outdoor" events to "outside, not referring to roofs" events.
4. No tent erection at any event.
5. Parking for events to be restricted to one (1) side of the street to allow room for emergency vehicles.
6. Recommended that Skyfall obtain workers' compensation insurance as she has four (4) employees.
7. Increase additional insured insurance amount from One Million Dollars (\$1 Million) to Ten Million Dollars (\$10 Million).

8. HOA responsible for seventy-nine percent (79%) of road maintenance on the side streets; Dorothy responsible for twenty-one percent (21%).
9. Skyfall responsible for seventy-nine percent (79%) of road maintenance on the main road; HOA responsible for twenty-one percent (21%).
10. Skyfall responsible for one hundred percent (100%) of road maintenance for its property line.
11. Change the responsibility for the trail system to the HOA.
12. No trail system on the conservation area behind houses.
13. Keep Lot 1 pasture.
14. HOA to install requirement that anyone who sits on the Board must actually reside in the subdivision, not just be an owner.

The Petitioner's attorney responded that they agreed with requests 1-6 and 8-13. In request 7, the insurance amount could be increased to Three Million (\$3 Million). In request 14, the Petitioner's attorney held that the Petitioner could not bind the HOA to take a given action. Regarding request 2, the Petitioner's attorney said the notice will be served to the HOA and any lot owner that provided an email. Regarding request 5, they would like parking on the right side of the street. The special use permit would run with the property owner. Request 14 would not be included in the special use permit because the HOA is not a party of the special use permit.

Peter Lodestro testified against the proposal because of concerns regarding liability for increased traffic on the private streets of the subdivision and safety concerns.

William Barclay testified in favor of the proposal by stating that the facility is run great and the manure management plan is superb.

Chairman Mohr dissented on the findings of fact regarding the use being injurious to neighboring property owners and inconsistency with the Land Resource Management Plan. He felt that these types of uses (equestrian based residential developments) do not succeed and that Board would not approve this use if it was brand new.

The Zoning Board of Appeals recommended approval of the major amendment to the special use permit with the conditions proposed by Staff and the conditions agreed to between John Bryan and the Petitioner by a vote of five (5) in favor and one (1) in opposition. Chairman Mohr voted no. Member Cherry was absent.

The existing special use permit was established by Ordinance 2012-22. The restrictions placed on the special use permit were:

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby repeals Kendall County Ordinance #06-29 in its entirety and grants approval of a special use zoning permit to amend their existing special use permit **to change the private horse facility from allowing only boarders who live within the Subdivision into a private horse facility that also allows**

boarder who do not live within the Subdivision subject to the following conditions (Emphasis Added):

- 1. A maximum of twenty-four (24) horses are allowed to be housed in the stable. (Emphasis Added)**
- 2. Manure storage and disposal is to be according to a proposed manure storage and disposal plan approved by the Kendall County Department of Environmental Health.**
- 3. The facility shall be exclusively used by the owners, trainers, boarders and their guests. In keeping with the private and quiet nature intended for the residential community, activities at the facility should never be so large or noisy or late that it would be disruptive to residents of the Subdivision. If the facility hosts an outdoor event exceeding fifty (50) guests, the owner, shall provide each of the property owners and Homeowners Association with at least thirty (30) days notice of the event. The Owner shall host no more than two (2) such outdoor events a year. The Owner has no intention of hosting any activity with the general public that would intentionally invite so much traffic that parking would spill off the stable property on to the private residential streets. Events at the stable will be consistent with the image of a small private equestrian club.**
- 4. As a private equestrian facility, no school horses will be available for rent to the general public. Training is available to the owners, trainers, boarders and their guests, only.**
- 5. A maximum of two (2) adults and their immediate family can live in each of the two stable manager housing units inside the stable.**
- 6. Private Road Maintenance: The Owner will solely maintain that portion of the road that is on Lot 17, with that portion being shown on the Final Plat for Equestrian Estates at Legacy Farms Subdivision. The Homeowners Association or property owners will maintain the remaining roads within the Subdivision. The Owner will pay 29% of the cost of maintaining that portion of the roads running from Ashe Road to the turnabout, the turnabout road, and from the turnabout to that portion of the road that intersects with Lot 17. The Owner will notify all boarders that the residential roads are for private use only. With all things being equal with other service providers, including price and quality of service, the Homeowners Association and/or residents agrees to allow the Owner to provide landscaping and road maintenance services.**
- 7. Trails: The Homeowners Association or property owners will be responsible for maintaining any trails in Lot 18. The Owner will be responsible for 29% of the cost to maintain the trails in Lot 18 and the Homeowners Association or property owners will be responsible for 71% of the cost. With all things being equal with other service providers, including price and quality of service, the Homeowners Association or property owners agree to allow the Owner to provide trail improvement and maintenance services.**
- 8. Insurance: The Owner will maintain a comprehensive general liability policy in the minimum amount of \$1,000,000.00. The Homeowners Association and/or property owners will be named as an additional insured.**

9. Lighting: The outdoor arena shall not be lighted. The existing lighting on the south side of the stable will only be used before 8pm or in case of emergency.
10. Sale of the Stable: In the event the Owner lists the property for sale, the Owner shall notify the Homeowners Association and property owners of such listing within five (5) business days.
11. Stable Workers: All employees or independent contractors shall be retained by the Owner.
12. There shall be no signage on the property indicating the stable accepts commercial stabling of horses. The Owner may post upon Homeowners Association and/or property owners approval and/or request a small discreet sign on Lot 17, at the entrance to the facility.
13. No signs are permitted on the eastern portion of the outdoor riding arena.
14. Horse trailers: Horse trailers shall be parked west of the outdoor arena.
15. No rodeo, barrel racing or reining shows, but practicing such activities is a permitted use.

The Kendall County Planning, Building and Zoning Department has not received any complaints regarding the special use at the subject property.

The Kendall County Health Department received one (1) complaint since the issuance of the amended special use permit for manure related issues. The issue was unfounded.

The original ordinance granting the special use permit, Ordinance 2006-05, allowed thirty-six (36) horses to be stabled at the property.

Any new buildings would have to meet applicable building codes.

The property has indirect access to Ashe Road via private streets.

Pictures of the manure area were provided. The Petitioner currently has manure picked up four (4) days per week and has a mushroom farmer collect manure for composting once per week. The manure area is sealed and graded with four (4) concrete blocks across the back and is four (4) rows high and three (3) rows deep. The Petitioner plans to install an opaque fence around the manure area. The Petitioner has two (2) backup plans for handling manure. One (1) plan involves a truck transporting manure to a company in Wisconsin. The other plan involves working with a company that transforms manure into energy. Manure will be monitored daily and more pickups could occur if the manure pile gets too large. The revised manure management plan was provided. The Kendall County Health Department's approval of the manure management plan was provided.

No new lighting is planned.

No additional fencing or buffering is planned.

No changes in impervious surface are planned. The stormwater situation may have to be reexamined if the Petitioner constructs new building(s).

No changes in utilities, well, or septic system are planned. Any new utilities would have to secure applicable permits.

The findings of fact were as follows:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. Provided that the manure management plan is implemented as proposed, the amendment to the special use will not be detrimental 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. Provided that the manure management plan is implemented as proposed and that the property owner follows the remaining restrictions in Ordinance 2012-22, the amendment will not be substantially injurious to the use and enjoyment of other property in the area nor will the amendment impair property values.

Chairman Mohr dissented with this finding.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. Provided that the manure management plan is implemented as proposed, no concerns exist regarding drainage. The owner of the property will need to continue their required contributions to the Homeowners' Association as outlined in Ordinance 2012-22 to ensure that the subdivision roads remain in good repair.

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 special use permit and site plan conform to all other applicable regulations of the RPD-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 states the following regarding the Rural Estate Residential Area, "limited business use may also be appropriate for small offices or agricultural service enterprises" and "agricultural uses will continue to be a major use in Rural Estate areas" (Page 5-17). Accordingly, with proper restrictions, the proposed use is consistent with the purpose and objectives of the LRMP.

Chairman Mohr dissented with this finding.

Staff recommends approval of the requested amendment with the following conditions:

1. All of the conditions contained in Ordinance 2012-22, except conditions Number 1, Number 2, Number 3, Number 6, and Number 8 shall remain in effect. Conditions Numbers 1, 2, 3, 6, and 8 of Ordinance 2012-22 are hereby repealed.
2. The site shall be developed substantially in accordance with the attached site plan. Unless

otherwise shown on the attached site plan, the residential lots within the Subdivision shall remain residential with no ability for horse pasturing. Lot 1 can be used just for pasture. No trail system shall be placed on the conservation area behind houses.

3. The owner(s) of the property shall secure applicable building permits prior to the construction of any structures on the property.
4. A maximum of thirty-six (36) horses are allowed to be housed in the stable.
5. The manure shall be handled in substantially the manner stated in the manure management plan.
6. The facility shall be exclusively used by the owners, trainers, boarders, and their guests. In keeping with the private and quiet nature intended for the residential community, activities at the facility should never be so large or noisy or late that it would be disruptive to residents of the Subdivision. If the facility hosts an outside event exceeding fifty (50) guests, the owner shall provide each property owner that so requests and the Homeowners Association with at least two to four (2-4) weeks notice of the event. The Owner shall host no more than two (2) such outside events a year. The Owner has no intention of hosting any activity with the general public that would intentionally invite so much traffic that parking would spill off the stable property on to the private residential streets. Events at the stable will be consistent with the image of a small private equestrian club. No tent erection shall occur at any event.
7. Parking for events shall be restricted to the north and west side of the road within the boundaries of Lot 17 to allow room for emergency vehicles.
8. The owner of the special use allowed by this special use permit shall be responsible for twenty-one percent (21%) of the road maintenance for the side streets. The owner of the special use allowed by this special use permit shall be responsible for seventy-nine percent (79%) of the road maintenance of the main road. The owner of the special use allowed by this special use permit shall be responsible for one hundred percent (100%) of road maintenance on Lot 17.
9. The owner of the special use allowed by this special use permit will maintain a comprehensive general liability umbrella policy in the minimum amount of \$3 Million. The Homeowners' Association shall be named as an additional insured. The owner of the special use allowed by this special use permit shall obtain workers' compensation insurance.
10. The owners(s) of the 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.
11. Failure to comply with one or more of the above conditions or restrictions contained in this ordinance and Ordinance 2012-22 could result in the amendment or revocation of the special use permit.
12. If one or more of the conditions contained in this ordinance and Ordinance 2012-22 is declared invalid by a court of competent jurisdiction, the remaining conditions of both ordinances shall remain valid.

The draft ordinance was provided.

Member Gilmour asked the Homeowners' Association. Dan Kramer, attorney for the Petitioner, responded that Chris Fowler represented the homeowners' association and the name of the subdivision was Legacy Estates.

Member Flowers asked why the Petitioner increased insurance only to Three Million Dollars (\$3 Million). Mr. Kramer stated that maximum available to Ms. Flisk was Three Million Dollars (\$3 Million); the Ten Million Dollar (\$10 Million Dollar) option was not available from Ms. Flisk's provider. Chairman Prochaska asked why the insurance increase was necessary. Mr. Kramer stated that the Homeowners' Association wanted the extra protection.

Mr. Kramer provided a history of why the development occurred and the impact of the economic downturn on the development. The bank that acquired that the property after it went into foreclosure requested the reduction of the number of horses allowed from the original thirty-six (36) to twenty-four (24).

Mr. Kramer explained the manure management plan and the impact of the expansion on traffic in subdivision.

Mr. Kramer stated that the Petitioner plans to build her house on Lot 1.

Chairman Prochaska asked why two (2) members of the Regional Planning Commission voted no. Mr. Asselmeier responded that concerns regarding the impact of increased horse urine and manure on the property and nearby creek were the reasons the two (2) members of the Regional Planning Commission opposed the proposal.

Chairman Prochaska asked if the representatives of the Homeowners' Association expressed concerns on their personal behalf or on behalf of the Homeowners' Association. Mr. Kramer responded that the Homeowners' Association has not formally objected to the proposal.

Member Kellogg asked about the private roads in the subdivision. Mr. Kramer explained why the roads were private.

Member Kellogg made a motion, seconded by Member Gilmour, to recommend approval of the amendment with conditions proposed by Staff agreed to by Mr. Bryan and the Petitioner.

With a voice vote of five (5) ayes, the motion carried unanimously.

The Petition will go to the County Board on August 27th.

19 – 25 – Dave Hamman on Behalf of KEKA Farms, LLC and Pulte Group

Mr. Asselmeier noted that the Kendall County Zoning Ordinance and the special use permit require renewal every two (2) years. A picture of the sign was provided to the Committee.

Chairman Prochaska suggested that the Committee look into changing the requirement that this special use permit not be required to renew every two (2) years.

Member Kellogg made a motion, seconded by Member Flowers, to recommend approval of the renewal of the special use permit with conditions proposed by Staff.

With a voice vote of five (5) ayes, the motion carried unanimously.

The Petition will go to the County Board on August 27th.

NEW BUSINESS

Request from Matthew Prombo for Permission to Construct a Single-Family Home at the Intersection of Route 71 and Sheridan Road (PIN: 07-07-100-015); Property is South of Sheridan Road and North of Route 71; Property is Zoned A-1

Dan Kramer, attorney for Matthew Prombo, described the subject property and the adjoining land uses. He discussed potential uses for the property and that one (1) single-family home was probably the best land use.

Mr. Asselmeier summarized the request.

Matthew Prombo submitted a request to construct a house on the property at the corner of Route 71 and Sheridan Road. The property is zoned A-1 Agricultural. The property is on the south side of Sheridan Road and is west of Route 71. The property is approximately five point eight (5.8) acres in size. The parcel identification number is 07-07-100-015. Pictures of the property were provided.

Prior to 2014, the property was a part of the property across Route 71. The subject parcel was split from the larger parcel in 2014.

The property is less than forty (40) acres in size and the property has no housing allocations. Therefore, a building permit cannot be granted on the property without County action.

The property owner could ask for the property to be rezoned from A-1 to R-1. In order for this to occur, the County's Future Land Use Map in the Land Resource Management Plan would have to be amended. The Future Land Use Map calls for the property to be agricultural.

The issue with this option is that no other nearby properties are classified as residential on any applicable plans. The future land use maps for Kendall County, LaSalle County, and the Village of Newark call for the adjoining area to be agricultural. The six (6) houses in Kendall County and eight (8) houses in LaSalle County within one half (1/2) mile possess A-1 zoning.

Staff has concerns about the potential for spot zoning if this option is chosen. Without a change to the County's Future Land Use Map, Staff would recommend denial of the rezoning request because the request is inconsistent with the Land Resource Management Plan. Also, the Village of Newark could formally object to the rezoning.

The map amendment option was used in the two (2) most recent cases where this issue arose. However, in both of those cases, the Future Land Use Map called for those properties to be residential.

The Kendall County Zoning Ordinance outlines the following requirements to grant a building permit on A-1 zoned property with less than forty (40) acres:

Single Family Dwellings may be authorized under the following conditions:

- i. Each such dwelling shall be located on a zoning lot that meets the standards of single-family residential lots, one hundred and thirty thousand (130,000) sq. ft. minimum.
- ii. Septic suitability is approved by the Health Department.
- iii. It is the intent to limit such usage, and if, in the judgment of the County Board, contiguous parcels requesting approval hereunder represent an unwarranted expansion of this usage, then denial is warranted.
- iv. That application shall be made on forms provided by the Zoning Administrator and shall include specific written and graphic statements and illustrations establishing evidence that the site meets the standards as follows:
That the site for the proposed use must be incompatible with agricultural use that may be evidenced by establishment of one or more of the following criteria:
 - 1) Existing woodland coverage of a substantial portion of the site containing trees in excess of 6" in diameter measured at breast height;
 - 2) Soils which have a land evaluation ranking from the Kendall County Soil & Water Conservation District of seventy-five (75) or less;
 - 3) Excessive slopes;
 - 4) Other physical features which serve as barriers to farm operations such as streams, rock outcroppings and property configuration in relationship to wetlands, flood-prone areas or buildings.
- v. That such application shall be acted upon by the Zoning Administrator. The Zoning Administrator may, at his or her discretion, refer the application to the Planning, Building and Zoning Committee of the County Board for recommendation prior to taking action.

It is the policy that allowance of dwellings under this section shall not change the general character of agricultural use in the surrounding area.

There does not appear to be any woodland coverage on the site meeting the requirements stated previously. The land evaluation score is 96 with a total LESA Score of 176. The executive summary of the NRI Report is attached. There are no excessive slopes. While Roods Creek flows through the property, there are no floodplains or wetlands on the property. Septic suitability is in unknown. If a house were placed on the property, access would be by Sheridan Road, per Fran Klaas.

Based on the above factors Staff does not believe the property qualifies for a conditional use permit.

To date, the property owner has not provided any information regarding a hardship. If the property owner applied for a variance, the neighbors would be notified of the hearing. Big Grove Township does not have a Planning Commission, so no formal objection could be filed.

The final option is to not allow the property owner to construct a house on the property.

Both the property owner and Staff request guidance as to how to proceed.

Member Flowers requested clarification on where a house would be placed on the subject

property in relation to the rights-of-way.

The consensus of the Committee was for the Petitioner to submit a site plan showing the location of the house and to grant an A-1 Conditional Use Permit. Mr. Kramer agreed to talk with Fran Klaas regarding potential right-of-way dedications.

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

Mr. Asselmeier summarized the request.

The intergovernmental agreement between Kendall County and the Village of Millbrook expires in September. The Planning, Building and Zoning Department does not propose any changes to the body of the agreement.

A copy of the proposal was provided.

Member Gilmour made a motion, seconded by Member Flowers, to recommend approval of the agreement and that this item should be placed on the consent agenda.

With a voice vote of five (5) ayes, the motion carried unanimously.

The proposal will be forwarded to the Village of Millbrook.

Approval of Setting a Date and Time for Second Meeting of the Planning, Building and Zoning Committee in the Month of August 2019

The consensus of the Committee was to schedule a special meeting for August 26th at 8:00 a.m.

OLD BUSINESS

Discussion of Recreational Marijuana Zoning Regulations-Committee Could Initiate a Text Amendment to the Kendall County Zoning Ordinance on This Matter

Mr. Asselmeier read County Administrator Koeppel's memo on the subject.

Committee members discussed the various cannabis related uses.

Member Gilmour favored having a distance requirement for cannabis uses away from churches, schools, and parks.

Medical marijuana uses are special uses in the M-1 and M-2 districts. The expiration date for these regulations will need to be changed at some point.

Committee members reviewed maps of properties zoned B-3, M-1, and M-2 in each township.

Chairman Prochaska favored cultivation centers to be in A-1, M-1, and M-2 districts as a special use.

The consensus of the Committee was to have Staff prepare maps showing distances from forest preserves, parks, churches, hospitals, and emergency rooms at five hundred foot (500'), one thousand foot (1,000') and one thousand five hundred foot (1,500') intervals.

The consensus of the Committee was that craft growers cannot sell cannabis onsite.

The consensus of the Committee was not to allow onsite consumption.

Discussion occurred regarding renewals. Discussion occurred about the liquor license fees. The Committee requested that the State's Attorney's Office provide an opinion on whether or not the County can charge different fees for different special use permits. The Committee requested the fee schedule for liquor licenses. The Committee also wanted to know if a limit existed in State law on fee schedule.

The consensus of the Committee was that a transporter could only transport cannabis.

Chairman Prochaska stated that the ordinance should not have an expiration date. He also felt the Committee should be the Petitioner. He also argued that cannabis related uses should be in stand-alone buildings. He favored that those business that sell to the public should have their own count room.

Discussion occurred regarding creating a separate zoning district for cannabis uses.

For the next meeting, Committee members were asked develop their ideas for zoning this use.

Discussion occurred regarding have medical marijuana zoning regulations the same as recreational marijuana.

Hide-A-Way Lakes-Committee Could Refer the Matter to the State's Attorney's Office for Enforcement, Committee Could Initiate Revocation of the Special Use Permit, Committee Could Initiate and Amendment to the Special Use Permit

Chairman Prochaska advised that the special use permit cannot be revoked or amended without permission of the property owner.

The Committee requested Staff to conduct a vigorous inspection of the property per the conditions of the special use permit. Staff is also to contact the Sheriff's Department regarding the log books. The creek crossing should also be inspected.

COMMENTS FROM THE PRESS

None

EXECUTIVE SESSION

None

ADJOURNMENT

Member Flowers made a motion, seconded by Member Gilmour, to adjourn. With a voice vote of five (5) ayes, the motion carried unanimously. Chairman Prochaska adjourned the meeting at 8:20 p.m.

Minutes prepared by Matthew H. Asselmeier, AICP, Senior Planner

Enc.

COUNTY OF KENDALL, ILLINOIS
Law, Justice and Legislation Committee
Monday, August 12, 2019
Meeting Minutes

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

Roll Call:

Committee Member	Status	Arrived at Meeting	Left Meeting
Tony Giles	Here		
Judy Gilmour	Here		
Audra Hendrix	Here		
Matthew Prochaska		3:16p.m.	
Robyn Vickers	Present		

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

Others Present: Sheriff Dwight Baird, Public Defender Vicki Chuffo, Court Services Director Alice Elliott, EMA Director Joe Gillespie, Deputy Commander Mitch Hatten, County Administrator Scott Koeppel, Drug Court Coordinator Melissa Moore, Presiding Judge Robert Pilmer, Coroner Jacquie Purcell, Commander Bobby Richardson, Facilities Director Jim Smiley, States Attorney Eric Weis

Approval of the Agenda –Member Hendrix made a motion to approve the agenda, second by Member Vickers. **With four members present voting aye, the motion carried.**

Approval of Minutes – Member Hendrix made a motion to approve the June 10, 2019 meeting minutes, second by Member Vickers. **With five members present voting aye, the motion carried.**

Public Comment - None

Status Reports

Circuit Clerk – Robyn Ingemunson reported that there has been a decrease in files from last year, and expressed concerns about budgeting for next year due to the decrease in Clerk’s fees. **Written report provided.**

Coroner – Coroner Purcell reviewed the monthly report with the committee, and reported 28 total deaths with three suicides over the July 4, 2019 weekend. Coroner Purcell reviewed the Office/Personnel Activity, including her facilitation of the “Lights of Hope” support group, and presentation for the Senior Service’s Lunch & Learn program at the Beecher Center, and Advanced Law Enforcement Rapid Response Training (ALERRT) by Chief Deputy Levi Gotte. **Written report provided.**

EMA – Written report provided. Director Gillespie reported that they were involved in a search for missing person(s) involved in an accident in Campton Hills, and in a search for a missing male (since April) in Fox Lake. Director Gillespie reported on the Multi-Agency Search and Rescue Training on the subject of UTM/GPS held at the North Aurora Police Department and Lippold Park, with twenty-six Search and Rescue Professionals from eight area agencies attending, including four from Kendall County EMA Search and Rescue. Gillespie reported on the Dresden Power Station Drill on July 30th, with twelve Kendall County EMA members (Sheriff's Office, Highway Department, Health Department, School District, Kendall EMA, and Fire District) participating. Gillespie reported high accolades about the Kendall EMA operation from participants and Federal Authorities. Monthly Siren, STARCOM and WSPY Emergency Alert System (EAS) testing continued.

Public Defender – Public Defender Chuffo reported continued increase in all areas. Written report provided.

Court Services – Director Elliott reported that the office concluded Pretrial, Probation and Parole Week by bringing awareness of various issues that their clients deal with on a daily bases, including substance abuse, domestic violence and trauma, and by making a commitment to their clients as it relates to addressing their needs. Ms. Elliott also reported the office was able to collect three large boxes full of toiletries, pacifiers, night lights, pull-ups, underwear, water bottles, etc. for the Court Appointed Special Advocates (CASA) program. And lastly, as part of the Pretrial, Probation and Parole Week, they invited their families to join them for lunch on the last day of the week as part of that day's theme of work/personal life balance.

Director Elliott also reported collaboration with Waubensee Community College on a year-long Leadership Institute for Probation staff that would encourage them to find leadership qualities within themselves. The institute will occur from September 2019 to June 2020, will take place one afternoon a month, and is open to any Judicial System employee in Kendall and DeKalb Counties. The Institute is primarily funded through the Judicial Office via a contract with Waubensee for trainings for judicial staff. Written report provided.

Sheriff's Report

- a. Operations Division – Commander Langston reported that the office participated in a state-wide speed awareness campaign in July that resulted in 76 traffic stops, 59 warnings and 17 citations. They also recently completed a multi-agency jurisdictional sex offender compliance check that involved assistance from seven other police agencies where they verified registration information of 37 offenders, five of which were identified as potential violations.

Langston said they completed an incident County Fair for 2019, and graduated 18 students from the inaugural Youth Academy Program this month. Written report provided.

- b. Corrections Division – Written report provided. Commander Richardson reported that they have implemented a program called Second Opportunity, which is an individual formerly incarcerated in federal custody, that will come to the jail to present a program to the inmates, to reduce recidivism, and increase their ability for a successful transition back to life once they leave incarceration. They have also partnered with Waubensee Community College to offer a program to inmates that have had some high school education to complete their high school diploma versus a G.E.D. and direct them to a more successful life path.

Discussion about the procedures and policies of dealing with inmates that are on suicide watch/observation. Commander Richardson stated that there are strict policies and procedures in place for these inmates, including a screening tool developed with questions from the Health Department and the State of Illinois utilized upon an inmates booking into the Corrections facility, suicide smocks and housing in an area directly insight of supervision 24 hours a day, seven days per week. Richardson also reported the jail had a “surprise” inspection by the Federal Marshalls, in which they made comment on the policies in place, the actions taken to prevent incidents inside the facility, including every 15 and 30 minute inmate checks to ensure inmate safety, with card swiping technology. Sheriff Baird stressed the importance of family members reporting any discussions or communications from inmates threatening suicide or the possibility of it to jail personnel as soon as it occurs. Baird stated that this information is provided in a video to inmates, and mental health appointments are made readily available to inmates when needed.

- c. Records Division – Written report provided.

Old Business - None

New Business

- *Discussion and Approval of Advanced Correctional Healthcare Proposed Rate and Increase of LPN Hours* – Commander Richardson reviewed the proposed rate and increase of LPN hours from 60 hours per week to 76 hours, and explained that this will take some of the liability off of Correctional Personnel and allow for better coverage in the jail. Motion made by Member Hendrix, second by Member Vickers to forward the item to the County Board for approval. **With five members present voting aye, the motion carried.**
- *Discussion and Approval of Agreement between the Kendall County Drug Court and Gateway Foundation, Inc.* – Melissa Moore provided the changes to the proposed agreement, the increased rate of payment to \$250 per day, and allow for quicker access to treatment. This agreement would replace the current agreement, and has been reviewed by the grant writer and the State’s Attorney’s Office. Member Hendrix made a motion to forward the item to the County Board for approval, second by Member Vickers.

Roll Call: Member Gilmour – yes, Member Vickers – yes, Member Hendrix – yes, Member Prochaska – yes, Member Giles – yes

With five members present voting aye, the motion carried.

- *Discussion of the Regulation of the Sale of Cannabis in Unincorporated Kendall County* - Scott Koepfel provided information regarding recently passed legislation on the sale of cannabis in the State of Illinois, and stated that only Counties and Municipalities can “opt-out” or enact ordinances to prohibit or significantly limit a cannabis business establishment’s location. Discussion of the regulations, the pros and cons of the sale of cannabis, and the additional burden on law enforcement, and judicial system personnel, and the potential dangers of increased traffic accidents, and harm to users and non-users. Member Prochaska made a motion to forward the item to the August 15, 2019 Committee of the Whole meeting, second by Member Hendrix.

Roll Call: Member Vickers – yes, Member Prochaska – yes, Member Giles – yes, Member Gilmour – yes, Member Hendrix – yes

With five members present voting aye, the motion carried.

Chairman’s Report/Comments – No report

Legislative Update - None

Executive Session – Not needed

Items for the August 20, 2019 County Board Agenda

- *Approval of Advanced Correctional Healthcare Proposed Rate and Increase of LPN Hours*
- *Approval of Agreement between the Kendall County Drug Court and Gateway Foundation, Inc.*

Items for the August 15, 2019 Committee of the Whole Agenda

- *Discussion of the Regulation of the Sale of Cannabis in Unincorporated Kendall County*

Adjournment – Member Hendrix made a motion to adjourn the meeting, second by Member Prochaska. **With five members in agreement, the meeting adjourned at 4:24p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Clerk

HIGHWAY COMMITTEE MINUTES

DATE: August 13, 2019
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Scott Gryder, Judy Gilmour, Matt Kellogg and Matt Prochaska
STAFF PRESENT: Ginger Gates and Fran Klaas
ALSO PRESENT: Allen Persons, Randy Jessen, Scott Threewitt, Jason Fluhr, Kelly Farley, Tice Cole, P.J. Fitzpatrick, Ryan Sikes, and Joe Cwynar

The committee meeting convened at 3:30 P.M. with roll call of committee members. Amy Cesich absent. Quorum established.

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

Motion Prochaska; second Gilmour, to approve the Highway Committee meeting minutes from July 9, 2019. Motion approved unanimously. Chairman Gryder then introduced the committee and asked all visitors to introduce themselves.

Representatives of the Village of Plainfield, including Persons, Jessen, Threewitt and Fluhr, discussed the proposed extension of 143rd Street westerly to an intersection with Ridge Road. This project was spurred by the construction of Project Jupiter, including the Diageo warehousing and distribution center. Diageo is the largest bottler of hard spirits in North America; and their facility being constructed in Plainfield is 1.5 million square feet. Persons discussed the construction and traffic flow in the area, as well as idea of a new intersection on the WIKADUKE Trail. Fluhr then spoke about the specific intersection improvements, including proposed turn lanes and traffic signals at the intersection. The proposed intersection configuration should serve at acceptable level of service until 2050. Persons stressed the importance of Kendall County's support for the intersection plan. He noted the request from Plainfield for participation in the cost of the intersection, which is estimated at approximately \$1.7 million for Kendall's share. He emphasized that this project will open the corridor for future development, which might help offset some of the initial investment in the intersection. Gryder asked what the Village's comprehensive plan showed for development in the area. He indicated that if it is residential, then the County would not be so inclined to participate financially in the project. Persons stated that there is some commercial / industrial in the immediate area, and also agriculture in the surrounding area. He also indicated that comprehensive plans change over time and this could certainly be addressed in future updates. Kellogg asked whether IDOT was still thinking about moving Route 126 over to this new 143rd corridor. Persons stated that the easterly part of 143rd Street would have to be completed before IDOT would consider this. Additionally, he believes that Wallin Drive would likely be the westerly connection back to Route 126... at least initially. Prochaska asked whether the Village's analysis of the overall traffic projections had anticipated completion of the missing sections of the WIKADUKE Trail. The Village relied on CMAP's traffic modeling for future traffic numbers. They were uncertain whether CMAP anticipated completion of all parts of the WIKADUKE Trail. Gryder reaffirmed the County's interest in getting connectivity of the WIKADUKE Trail, especially in the Oswego area.

Kelly Farley and Tice Cole presented information on the feasibility study for Galena Road, Kennedy Road and Mill Road intersections. Farley indicated that a single lane roundabout is not recommended at the Galena / Kennedy / Mill intersection, because rising traffic numbers would cause it to fail within a period of just 10 years. CMT analyzed traffic out to 2050. A multi-lane roundabout would work at acceptable level of service, but multi-lane roundabouts tend to be more confusing to some drivers. Cole discussed the several alternate alignments and intersection treatments. Committee members evaluated the alternatives and discussed pros and cons of each. After much discussion, committee was desirous of meeting with City of Yorkville to discuss alternatives and developing plan to move forward. Klaas will set up meeting.

Geneva Construction Company was low bidder for Mill Road resurfacing at a price of \$140,797.50. This was about \$20,000 over the estimate. Klaas indicated this was because of summer bid and short construction timeline. Motion Gilmour; second Kellogg to forward low bid to County Board for consideration. Motion approved unanimously.

Committee reviewed latest updates to the Multi-Year Plan. Comments from July's meeting were included into the latest draft. Klaas noted that he had included \$1 million in 2022 for the Ridge Road / 143rd Street intersection improvement simply as a starting point for discussion. Prochaska reminded committee that transportation sales tax fund may see future increases due to collection of sales tax for online sales. He also thought that monies could possibly be budgeted in later years for the 143rd Street intersection if Plainfield makes changes to their comprehensive plan. Committee was in favor of keeping the line item in the Multi-Year for this project, but not budgeting money at this time. Kellogg asked what increases to the sales tax revenues were anticipated in the Multi-Year. Klaas stated that very small increases were proposed for sales tax, but pretty significant increases are anticipated in the Motor Fuel Tax due to increases that are part of the State's new Capital Bill. With the changes, he indicated that the County has roughly \$9 million per year in anticipated capital funds for highways and bridges; so Multi-Year Plan will generally show about \$45 million in proposed expenditures. Prochaska asked whether the Plan anticipates the County taking over Crimmins Road. Klaas discussed the idea of taking over Crimmins, providing intersection improvement at Fox River Drive and Crimmins, as well as realignment of Walker Road to the south, creating a single intersection with Fox River Drive and Crimmins Road. The beginnings of this idea are in the Multi-Year Plan. Kellogg expressed concern about the structures on Schlapp Road if they are to be used as a detour during replacement of 3 bridges on Caton Farm Road. Gryder asked about realignment of Newark with Plattville Road. Realignment is not in Multi-Year, but could be considered in Long Range Plan. Committee discussed other County projects and State Highway improvements. Motion Prochaska; second Gilmour to recommend approval of the Multi-Year Plan to the County Board, with no money budgeted for 143rd Street project. Motion approved unanimously.

Gryder asked about timeline for TAP projects. Call for projects will be in the fall, with deadline for submittal being end of calendar year.

Klaas reported to the Committee that budgets for Highway Department are being completed this month. Information is online. Total property tax revenue request will remain the same as it has been for the past 12 years. He also reported that work continues on the Millington Bridge, and shared photos of the work with the Committee.

Motion Kellogg; second Prochaska to forward Highway Department bills for the month of August in the amount of \$137,192.57 to the Finance Committee for approval. By roll call vote, motion approved unanimously.

Motion Prochaska; second Gilmour to adjourn the meeting at 4:45 P.M. Motion carried unanimously.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Francis C. Klaas", written in a cursive style.

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

Action Items

1. Low bid from Geneva Construction Company in the amount of \$140,797.50 for resurfacing Mill Road from Kennedy Road to Allegiance Crossing; said funds to be taken from the Transportation Sales Tax Fund.
2. Approval of the 5-Year Surface Transportation Program for Kendall County

**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
MONDAY, JULY 1, 2019**

Committee Chair Matt Kellogg called the meeting to order at 8:00 a.m.

Roll Call: Members Present: Amy Cesich, Judy Gilmour, Matt Kellogg, Audra Hendrix
Tony Giles arrived at 8:03 am

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

Others Present: Facilities Management Director Jim Smiley, County Administrator Scott Koeppel.

Approve the July 1, 2019 Facilities Committee Meeting Minutes – There were no changes to the July 1, 2019 minutes; Member Hendrix made a motion to approve the minutes, second by Member Cesich. **With enough present members voting aye, the minutes were approved.**

Approval of Agenda – Member Hendrix made a motion to approve the agenda. Member Gilmour second the motion. **All Aye. Motion approved.**

Public Comment – None

Old Business/Projects

1. *Vending Machine Changes at County Office Building & Courthouse* – Director Smiley stated there has been no change on the status. Mr. Smiley anticipated this process to take time when dealing with the State of Illinois Attorney's.
2. *Public Safety Center – H.V.A.C. Replacement Project* – Director Smiley informed the Committee the backordered parts were received and the installation of the boxes started last week. Mr. Smiley and Trane worked on a schedule to work within the schedule of the jail daily functions. Some labor will be done at nights to minimize the disruptions. Thus far the schedule has been kept of 3 box installations a day. Director Smiley believes the project will be substantially complete by the end of August.
3. *Courthouse Roof Replacement Project* – Director Smiley stated the budget amount for this project is \$90,000.00. The low bid was received from L. Marshall Inc. in the amount of \$80,000.00 including a \$10,000.00 allowance for wet insulation and for an additional area to be done. Mr. Smiley stated the approval of this contract is on the County Board agenda for the meeting scheduled for August 6, 2019.
4. *KCFM Truck Replacement* – Director Smiley informed the Committee the new truck was received the week of July 8, 2019. Jim said the KCFM logos were added to the the truck last week along with steps to help get in the truck and a protection grid for the back window. **Project Complete.**
5. *Animal Control Projects Update* – Director Smiley received the updated preliminary drawings from Healy Bender on July 23, 2019. Mr. Smiley is in process of reviewing the drawings and hopes to have the bid documents completed soon. Member Cesich informed the Committee at the last meeting the decision was to give Director Smiley the authorization to review the documents and submit an Invitation to Bid (ITB) to the State's Attorney's Office for review. If any questions were to arise, Director Smiley will contact the Animal Control Committee via email to get those answers. Member Cesich also stated once the process is complete Director Smiley was approved to put the project out to bid.
6. *Historic Courthouse Window Replacement - 2019* – Director Smiley stated the windows were put into production last week. The preliminary schedule has delivery expected sometime in October.

New Business/Projects

1. Chair's Report

- a. *Solar Project Update* – Chair Kellogg updated the Committee regarding the fencing requirements the City of Yorkville required in the special use permit approved for the project. County Administrator Koeppel is still working on the enterprise zone regarding the abating the sales tax on materials for the project.
 - b. *County Office Building Projects* – Director Smiley requested direction from the Committee on what projects are to be done this year. The Consensus of the Committee is to bring to COW the discussion of choosing an architect/engineer (A/E). The A/E would be hired to develop the plans and specifications for projects to be done. The Committee also requested Debbie Gillette, County Clerk & Recorder and Jill Ferko, County Treasurer attend for this discussion.
 - c. *County Office Building Parking Along Main St.* – Director Smiley informed the Committee the parking spaces on Main street are city property. These parking spaces were not done by the City when they repaved Main street a couple of years ago. County Administrator Koeppel is awaiting a response from the City of Yorkville on why these spaces were not completed. Mr. Smiley stated the parking lot resurface came under budget and he could to get a cost from D Construction to resurface these spaces. The consensus of the Committee is for Director Smiley to get a price from D Construction. Mr. Koeppel will still call and work with the city to see what can be done to get the spaces resurfaced yet this year.
2. *Sally Port Elevator Controls Project* – Director Smiley stated the down payment request has been received and will be processed in the next voucher run. Mr. Smiley will have the projected schedule for the project at the next Facilities Committee meeting.
 3. *2019 Parking Lot Projects* – Director Smiley stated the contracts were sent to D Construction the week of July 15, 2019 after they were approved at the County Board meeting on July 10, 2019. Mr. Smiley stated a different company was hired to re-stripe the parking lots at Health & Human Services, Historic Courthouse, Facilities Management and Animal Control facilities. Director Smiley also informed the committee that manholes with broken caulking and cracked concrete will also get fixed under this years funding.
 4. *KenCom IGA for County Phone Lines Supporting Ken Com Operations* – County Administrator Koeppel informed the Committee that KenCom is seeking an IGA to have the KenCom telephone lines currently owned and paid for by Kendall County to be released to KenCom and become IP Flex lines. This will allow KenCom and Grundy County to handle each other's phone calls in the event either 911 center has to evacuate their facilities. KenCom will bill back Kendall County for the IP Flex lines being released to KenCom. The will remain the same as Kendall County currently pays for the lines. County Administrator Koeppel stated this has not been reviewed by the State's Attorney's Office. Motion by Member Gilmour to send the KenCom IGA to the State's Attorney's Office for review. Second by Member Cesich. **All members present voting aye, Motion Carried.**
 5. *Review Forest Preserve Lease Document* – The Committee reviewed the redline lease and answered questions the State's Attorney's Office had. Chair Kellogg stated the rental dollar amount needs to be determined by the next Facilities Committee meeting. The consensus of the Committee is for the State's Attorney's Office to draft an IGA for the Forest Preserve to handle the lease of the Historic Courthouse (HCH) space to the public as part of leasing space at the HCH.
 6. *Health Department Carpet Replacement* – Director Smiley informed the Committee the carpet has been received by the vendor. Jim is waiting for a proposed timeline for installation. Mr. Smiley hopes to have this project completed yet this month.

7. *Courthouse West Chiller Compressor Replacement* – Director Smiley stated the 2nd compressor on chiller at the West side of the Courthouse failed. Chair Kellogg authorized Jim to go ahead and arrange for replacement of the compressor as an emergency repair. Estimated cost to replace is \$27,620.00.
8. *Courthouse Atrium UV Protection Project* – Director Smiley received quotes to install UV protection on the windows in the Courthouse atrium to protect the hand painted mural. The amount came in at \$6,000.00 which is under the approved capital budget amount of \$10,000.00. Member Hendrix questioned if there is a UV protection product available that could be applied directly to the mural instead. Committee concensus is to have Director Smiley check with the Art Guild or mural artist about UV protection being applied directly to the mural.
9. *Civil Process Move from the Courthouse to the Sheriff's Office* – Director Smiley informed the Committee the sheriff's office decided to move Civil Process from the Courthouse back to the PSC. KCFM staff dismantled and re-installed the furniture completed the move the week of July 29th. Mr. Smiley also stated the phones needed to be re-configured and new lettering and signage was installed. **Project complete.**
10. *Water fountain Install in Indoor Recreation at the Public Safety Center* – Director Smiley stated KCFM office received a request to add a drinking fountain to the Indoor Recreation area of the jail. In order to complete this project KCFM staff had to add water lines and a drain line through the concrete wall to the water closet next to the space. **Project Complete**
11. *County Office Building Board Room Sound System Repairs* – Director Smiley has made previous adjustments to the sound system without solving the issue. A service call was arranged with our vendor, who determined the microphones on the table needed to be separated from the audience microphone. This was completed and tested ok. A new jack was wired into an unused input to allow one microphone to be connected at the table. **Project complete.**
12. *Courthouse Judicial Office Moves* – Director Smiley stated office changes at the Courthouse were made with the retirement of Judge McCann. All the furniture moves have been completed and one (1) office was re-painted. Jim also stated the telephone, voicemail and computers connections were also rearranged to accommodate the moves. **Project Complete**
13. *Tree & Stump Removals at the Rt. 34 Campus* – Director Smiley informed the Committee that arrangements have been made to take down one (1) dead and one (1) dying Austrian Pine trees. Arrangements have also been made to remove the tree stumps from the Health and Human Service building. Mr. Smiley believes the work should be complete by the next Facilities Committee meeting in September.

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

Adjournment – Chair Kellogg asked if there was a motion to adjourn. Member Hendrix made a motion to adjourn the meeting, second by Member Gilmour. **With all members present voting aye, the meeting adjourned at 9:06 a.m.**

Due to the holiday the next Facilities Committee meeting will be September 5, 2019 at 3:00 pm.

Respectfully submitted,

Christina Wald
Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING
County Office Building
111 W. Fox Street, Room 210; Yorkville
Monday, August 5, 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		
Scott Gengler	Here		
Judy Gilmour	Here		
Matthew Prochaska	Here		
Robyn Vickers	ABSENT		

Others in Attendance: Meagan Briganti, Matt Kinsey, Scott Koeppel

APPROVAL OF AGENDA – Motion made by Member Prochaska second by Member Gilmour to approve the agenda. **With four members voting aye, the agenda was approved by a 4-0 vote.**

APPROVAL OF MINUTES – Motion made by Member Gilmour, second by Member Gengler to approve the July 17, 2019 minutes. **With four members voting aye, the minutes were approved by a 4-0 vote.**

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

- *Administration Department* – Mr. Koeppel asked Chair Flowers about the upcoming September 2nd, meeting. The meeting falls on Labor Day. Chair Flowers got consensus from committee members to have a Special Admin HR Meeting on Thursday September 5th, at 5:30pm. Mr. Koeppel also reported that staff inquired with our broker Alliant about going out to bid for liability, worker's compensation and property insurance. Per our broker they do not foresee significant savings if we go out to bid. The consensus was to not go out to bid at this time. Staff and the Board are very happy with the services of ICRMT.

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- *Approval of Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement* – Mr. Koeppel explained that this is the FY2020 grant application through the State for KAT in the amount of \$1.1million.

Motion made by Member Gilmour, second by Member Prochaska to forward to the County Board under Consent Agenda. With four members voting aye, the Resolution was approved by a 4-0 vote.

- *Approval of Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement* – As the previous item this is a grant application for the KAT Program in the amount of \$55,000 and comes before the Committee and Board annually. **Member Prochaska made a motion, second by Member Gilmour to forward to the County Board under Consent Agenda. With four members voting aye, the Resolution was approved by a 4-0 vote.**
- *Approval of Kendall County Title VI Statement of Policy and Program* – Mr. Koeppel explained that the Title VI Statement is part of the Civil Rights Act of 1964 and a requirement of the KAT grant application process. It has to do with discrimination as it relates to transportation services. There is a complaint form and procedures for an investigation. **Member Gilmour made a motion, second by Member Gengler to forward to the County Board under Consent Agenda. With four members voting aye, the Statement was approved by a 4-0 vote.**
- *Request for Bid for Modern Cadastral Model Parcel Fabric* – Ms. Briganti outlined why the GIS Department needed to move toward this newer modern model and requested to go out to bid. She noted that this item is budgeted. **Motion made by Member Gengler, second by Member Gilmour to send to the State Attorney's Office for review then out to bid. With four members voting aye, the Statement was approved by a 4-0 vote.**
- *Discussion of Increasing GIS Fees* – Ms. Briganti reviewed the GIS budget and noted that at the current rate the GIS Department which has always been self-funded on fees will not be able to rely solely on fees and would require some funding from the General Fund. Ms. Briganti reviewed a survey of fees from comparable Counties, all but one had higher fees than Kendall. To staff's knowledge we have never increased the fee. **There was consensus to increase the GIS fees from \$16 to \$30. Staff would work on an Ordinance or Resolution and bring that back to the Committee for review and approval.**
- *Discussion of Bid Results for Second Internet Connection* – Mr. Kinsey reviewed the bid results on page 43 of the packet. There were two companies that submitted proposals. Mr. Kinsey recommended going with Metronet the lowest bidder at 300mb for 48 months. **Motion made by Prochaska second by Member Gilmour to send to State Attorney's Office for review then to the County Board for approval. With four members voting aye, the motion carried.**

EXECUTIVE SESSION - None

ITEMS FOR COMMITTEE OF THE WHOLE - None

ACTION ITEMS FOR COUNTY BOARD

- *Approval of Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement*
- *Approval of Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement*
- *Approval of Kendall County Title VI Statement of Policy and Program*

ADJOURNMENT – Member Prochaska made a motion to adjourn the meeting, second by Member Gengler. **With four members voting aye, the meeting adjourned at 6:24 p.m.**

Respectfully Submitted,

Mera Johnson
Risk Management and Compliance Coordinator

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, August 15, 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
Amy Cesich	EXCUSED		
Scott Gryder	Here		
Audra Hendrix	ABSENT		
Matt Kellogg	Here		
Matthew Prochaska	Here		

Staff Members Present: Latreese Caldwell, Scott Koeppel

Approval of Agenda – Member Prochaska made a motion to approve the agenda with the amendment to move the first New Business item to follow the Approval of Claims, Member Gryder seconded the motion. **With three members present voting aye, motion passed by a vote of 3-0.**

Items of Business Part 1

- *Discussion of FY20 IMRF Contribution Rate* – County Treasurer Jill Ferko explained that IMRF is increasing their rates, which impacts the County. IMRF has provided a phase-in rate that Counties can choose to go through, reducing the impact on the budget. Ms. Ferko stated that using the lower phase-in rate, will eventually catch up to us, and we would pay more money over time. Ms. Ferko stated that our current rate is 7.89, the regular rate recommendation is 9.3, and the phase-in rate is 8.68, which would be a difference of approximately \$60,000. **There was consensus by the Committee to pay the 9.3 percent rate. Ms. Ferko stated that the SLEP and ECHO rates will increase.**

Approval of Claims – Member Prochaska made a motion and Member Gryder seconded the motion to forward for Approval, Claims in an amount not to exceed \$666,369.85 and July 2019 Petit Juror Claims in an amount not to exceed \$666.68, to the County Board. **With three members voting aye, the claims were approved to forward to the County Board for final approval by a vote of 3-0.**

Department Head and Elected Official Reports - None

Items from Other Committees – None

Items of Business – Part 2

➤ *Discussion of FY20 Budget*

- *Increase Senior Services Levy* – Member Kellogg stated that there are increased requests from organizations that apply for Senior Levy funds, and the County has been unable to provide additional funds due to the amount of the Senior Levy. Mr., Kellogg stated that there hasn't been an increase in the Senior Levy in quite a while, and that an increase of 15 percent would help fund most of the additional requests. Mr. Kellogg said that the senior population is growing, and the County needs to distribute funds accordingly. There was consensus by the Committee to increase the Senior Levy by 15 percent.

Executive Session – Not needed

Questions from the Media – Jim Wyman, WSPY questioned if the 15 percent increase would apply to only new applicants, or to the regular applicants. Member Kellogg explained the application process, the applicant presentations to the Finance Committee, and resource of the senior levy funds, which come from property taxes established by referenda.

Items for the County Board

Approval of Claims in an amount not to exceed \$666,369.85 and July 2019 Petit Juror Claims in an amount not to exceed \$666.68

Adjournment – Member Prochaska made a motion to adjourn the Budget and Finance Committee meeting, Member Gryder seconded the motion. **The meeting was adjourned at 5:26p.m. by a 3-0 vote.**

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee
Monday, August 19, 2019
Meeting Minutes

CALL TO ORDER

The meeting was called to order by Chair Judy Gilmour at 8:30a.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Judy Gilmour	Here		
Robyn Vickers	Here		
Elizabeth Flowers	Present		9:40a.m.
Scott Gengler	Here		
Tony Giles	ABSENT		

OTHERS PRESENT: Steve Curatti, Kendall County Health Department; Terri Olson, Director of Community Health Services, Kendall County Health Department; Hannah Raver, Education Coordinator, Kendall County Soil & Water District; Jim Smiley, Facilities Management Director; and Amaal Tokars, Executive Director, Kendall County Health Department

APPROVAL OF AGENDA – Member Vickers made a motion to approve the agenda, second by Member Gengler. **With four members present in agreement, the motion carried.**

APPROVAL OF MEETING MINUTES – Member Flowers made a motion to approve the meeting minutes from July 15, 2019, second by Member Vickers. **With four members present voting aye, the motion carried.**

STATUS REPORTS

- **Board of Health** – Dr. Tokars said the Board will meet later in the month.
- **Health Department** – Dr. Tokars also briefed the committee on the Mental Health Forum hosted by Congresswoman Lauren Underwood, and Congressman Joe Kennedy III, held at the Kendall County Health Department on July 31st. The forum, focused on Generation Z and Millennials, included a discussion with young adults as well as mental health professionals, and provided an opportunity for community members to share personal stories and their own mental health issues and struggles, and ways Congress can improve access to care, treatment and support systems, available providers and affordable prescription medications.

Dr. Tokars reported that the Solid Waste Planning Commission will have its third meeting on August 28th, from 5:00-7:00p.m. Tokars stated that the group is working well together, and that they hope to have a new 5-year completed in early 2020.

Dr. Tokars mentioned an upcoming Health Department Workshop on Violence Prevention on September 20, 2019 from 10:00a.m. - noon. Space is limited, so those interested should contact the Health Department to reserve a seat.

- **Kendall County Soil and Water District** – Hanna Raver reported on this year's Summer Ag program with Teachers, and shared that they are
- **Water Related Groups** – No Report
- **708 Mental Health Board** – No Report

OLD BUSINESS – None

NEW BUSINESS

- *Review of Energy Efficiency Ideas for County Departments* – Jim Smiley briefed the committee on some of the energy efficiency ideas that Facilities Management has already put into place throughout the County, including Water Filtration Systems, Electronic Bidding now available on the County webpage, Research of the Utilization of Recycled copy and Printer Paper, the Generator Program, an Energy Audit that was conducted last year, and Permeable Pavers at the Historic Courthouse and Courthouse. Discussion on the need to move away from plastic water bottles in the Board room, and the possibility of the installation of a Water Filtration System in the utility closet in the room. The committee will continue brainstorming the proposed ideas at future meetings as appropriate.

CHAIRMAN'S REPORT – None

PUBLIC COMMENT – None

ITEMS FOR COMMITTEE OF THE WHOLE – None

COUNTY BOARD ACTION ITEMS – None

EXECUTIVE SESSION – Not Needed

ADJOURNMENT – Member Gengler made a motion to adjourn the meeting, second by Member Vickers. **With three members present voting aye, the meeting was adjourned at 9:47a.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Clerk

IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT

GENERAL ORDER 19-3

IN THE MATTER OF THE ADOPTION OF
THE COURT CALENDAR FOR THE YEAR
2020:

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)

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FILED
JUN 05 2019
KATHY HAGEMUNSON
CIRCUIT CLERK KENDALL CO.

IT IS HEREBY ORDERED THAT:

The Circuit Court for the 23rd Judicial circuit of the State of Illinois shall adjourn, and the Office of the Circuit Clerks of DeKalb and Kendall Counties shall be closed on the following legal holidays for the year 2020:

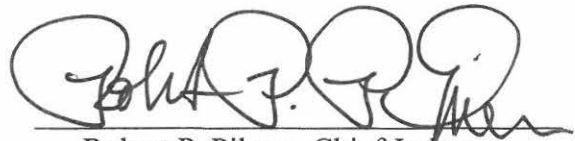
HOLIDAY

New Year's Day
Martin Luther King Jr. Day
Lincoln's Birthday
Washington's Birthday (Obsvd.)
Spring Holiday (Close at Noon)
Memorial Day
Independence Day (Obsvd.)
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day Following Thanksgiving Day
Christmas Eve (Close at Noon)
Christmas Day

OBSERVED

Wednesday, January 1, 2020
Monday, January 20, 2020
Wednesday, February 12, 2020
Monday, February 17, 2020
Friday April 10, 2020
Monday, May 25, 2020
Friday, July 3, 2020
Monday, September 7, 2020
Monday, October 12, 2020
Wednesday, November 11, 2020
Thursday, November 26, 2020
Friday, November 27, 2020
Thursday December 24, 2020
Friday, December 25, 2020

Dated this 5th day of June, 2019


Robert P. Pilmer, Chief Judge



Illinois Department of Transportation

Office of Intermodal Project Implementation / Bureau of Transit
69 West Washington Street / Suite 2100 / Chicago, Illinois 60602

July 5, 2019

Scott Gryder
County Board Chairman
111 W. Fox Street
Yorkville, IL 60560

RE: FY2020 Uniform Grant Agreement /Downstate Operating Assistance Program
Grant No: OP-20-21-IL, Agreement No. 5038

Dear Mr. Gryder:

The Illinois Department of Transportation, Office of Intermodal Project Implementation has received and conditionally approved your completed agency's Fiscal Year 2020 Downstate Operating Assistance Program (DOAP) Application with the information contained pursuant to Section 740/2-11 of the Downstate Public Transportation Act (30 ILCS 740, Article II).

The Department is transmitting your agency's FY20 Downstate Operating Assistance Program Agreement for partial execution. The Agreement provides an estimated DOAP amount based on the budget provided in your agency's application up to the maximum amount of the FY20 State Appropriation. Please submit two partially executed Agreements to the Department and include the required Opinion of Counsel and acceptable Board Resolution with the Agreements. Without these documents, the Department cannot fully execute your Agreement.

This Agreement is based on the Uniform Grant Agreement required under GATA. Please review it carefully, print two **single (one sided)** copies of the attached Agreement, and have your agency's (Grantee's) authorized representative complete the following for both copies:

- Verify your agency's correct DUNS Number and FEIN Number in Section 1.1 on page 1,
- Sign his/her name, date the signature, print his/her name, print his/her title, provide his/her e-mail address under GRANTEE NAME in Section 1.6, page 3,
- Complete the Grantee's Authorized Representative Table, and if applicable, the Grantee Program Compliance Oversight Monitor (Rural Recipients) Table which is Exhibit D.
- Have your Grantee's attorney complete Part 2, Attachment 1, Opinion of Council, including review of grant specific information in the body of the Opinion and sign and date after reviewing the Agreement and Grantee's eligibility under the program,

- Complete Part 2, Attachment 2, Board Resolution, including all required grant specific information in the body of the Board Resolution and complete the signature block as appropriate.
- Sign, date, and provide the title of the signatory on Part 2, Attachment 3, Drug Free Work Place Certification.
- Sign, date, and provide the title of signatory on Part 3, Attachment 1, Certification by Grantee Not to Engage in School Bus Operations.
- Review Part 3, Attachment 2, Uniform Budget, Complete Section A Indirect Cost Rate Information; sign Section B Certification; and provide the title of both the signatory and the CFO (or equivalent), and do not date. Also, complete the FFATA Data Collection Form on Part 3, Attachment 2, Uniform Budget.
- Return both copies of the above, with original signatures, to the Department. Be sure to include complete Opinion of Counsel and Board Resolution forms authorizing this Agreement.

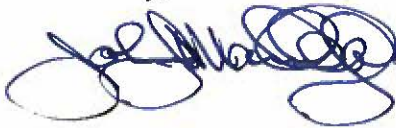
The partially executed Agreements should be returned to:

Ms. Karen Strell, Section Chief, Northern Transit Operating Programs
IDOT, Office of Intermodal Project Implementation
69 W. Washington, Suite 2100
Chicago, IL 60602

Upon receipt of the partially executed Agreements, the Department will secure the necessary signatures, and return a fully-executed Agreement for your files. As a reminder, completed FY20 DOAP Request for Payments are required to be submitted via the SharePoint site and are available on the Forms page of the Transit Grants Program SharePoint site. The Department will process the Requests and will have them ready for payment once it fully executes the Agreement and the State Comptroller fully obligates the funds.

Should you have any questions regarding this Agreement, please contact Karen Strell at (312) 793-5230 or by email at Karen.Strell@illinois.gov.

Sincerely,



John J. Marrella,
Bureau Chief of Transit Operations

Enclosures

GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION

AND

KENDALL COUNTY

The Illinois Department of Transportation (Grantor) with its principal office at 2300 South Dirksen Parkway, Springfield IL. 62764,
and Kendall County (Grantee) with its principal office at 111 West Fox Street, Yorkville, IL 60560,
and payment address (if different than principal office) at same
hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties"
or individually as a "Party."

PART ONE - THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 361779440 is Grantee's correct DUNS number, 366006598 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (Includes Not for Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be \$1,109,225.00, of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the federal award date is . If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and the Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 494-80-1141. The State Award Identification Number is 1141-12547.

1.4 Term. This Agreement shall be effective 07/01/2019 and shall expire on 06/30/2020 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and corrects and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

1.6 **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

☐ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

By: _____
Signature of Matt Magalis, Chief of Staff, on behalf of Director of OIP

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Omer Osman, P.E., Acting Secretary of Transportation

By: _____
Signature of Designee

Date: _____
Printed Name: Matt Magalis
Printed Title: Chief of Staff
Designee

By: _____
Signature of Second Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Third Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Fourth Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

Kendall County

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: Scott Gryder
Printed Title: County Board Chairman
Email: sgryder@co.kendall.il.us

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: _____
Printed Title: _____
Email: _____



Illinois Department of Transportation

Office of Intermodal Project Implementation / Bureau of Transit
69 West Washington Street / Suite 2100 / Chicago, Illinois 60602

07/09/2019

Scott Gryder
County Board Chairman
111 W. Fox Street
Yorkville, IL 60560

RE: FY2020 Uniform Grant Agreement / Section 5311 Operating Assistance
Program Grant No: OP-20-21-FED, Agreement No. 5094 (20-0338-12548)

Dear Mr. Gryder,

The Illinois Department of Transportation, Office of Intermodal Project Implementation has received and conditionally approved your completed agency's Fiscal Year 2020 Section 5311 Operating Assistance Application with information contained pursuant to Section 740/3-8 of the Downstate Public Transportation Act (30 ILCS 740, Article III).

The Department is transmitting your agency's FY20 Section 5311 Operating Assistance Uniform Grant Agreement for partial execution. This Agreement provides the maximum Section 5311 amount based on the budget provided in your agency's Section 5311 Funding Apportionment and Application. Please submit two partially executed Agreements to the Department and include the required Opinion of Counsel and acceptable Board Resolution with your Agreements. Without these documents, the Department cannot fully execute your Agreement.

This Agreement is based on the Uniform Grant Agreement that GATA requires. Please review it carefully, print two **single sided (one sided)** copies of the attached Agreement, and have your agency's (Grantee's) authorized representative complete the following for both copies:

- Verify your agency's correct DUNS Number and FEIN Number in Section 1.1 on page 1.
- Sign his/her name, date the signature, print his/her name, print his/her title, and provide his/her e-mail address under GRANTEE NAME in Section 1.6 page 3.
- Complete Exhibit D, of your Agreement with the Grantee's Authorized Representative and the contact information for your Grantee's Program Compliance Oversight Monitor.
- Complete Part 2, Attachment 1, Certifications and Restrictions on Lobbying for federal funding greater than \$100,000.

- Have your Grantee's attorney complete Part 2, Attachment 2, Opinion of Council, including his/her review of grant specific information in the body of the Opinion and sign and date after reviewing the Agreement and Grantee's eligibility under the program.
- Complete Part 2, Attachment 3, Board Resolution Authorizing Execution and Amendment of the federal 5311 Operating Assistance Grant Agreement, including all required grant specific information in the body of the resolution and complete the signature block as appropriate.
- Review Part 3, Attachment 1, Uniform Budget, Complete Section A Indirect Cost Rate Information; sign Section B Certification, and provide the title of both the signatory and the CFO (or equivalent), and **do not date**. Also, complete the FFATA Data Collection Form on Part 3, Attachment 1, Uniform Budget.
- Return both single sided copies of the above Agreements, with **original signatures**, to the Department. Be sure to include complete Opinion of Counsel and Board Resolution forms authorizing this Agreement.

The partially executed Agreements should be returned to:

Ms. Karen Strell, Section Chief, Northern Transit Operating Programs
IDOT, Office of Intermodal Project Implementation
69 W. Washington, Suite 2100
Chicago, IL 60602

Upon receipt of the partially executed Agreements, the Department will secure the necessary signatures, and return a fully-executed Agreement for your files. As a reminder, completed FY20 Section 5311 Request for Payment reimbursement are required to be submitted via the SharePoint site and will be available on the Forms page of the Transit Grants Program SharePoint site soon. The Department will process completed FY20 Request for Payment reimbursement based on actual expenses, and will have them ready for payment as soon as possible, after the date on which they are due, pending the Department's full execution of the Agreement and the State Comptroller's obligation of the funds.

Should you have any questions regarding this Agreement, please contact Ms. Karen Strell at (312) 793-5230 or by email at Karen.Strell@Illinois.gov.

Sincerely,



John J. Marrella,
Bureau Chief of Transit Operations

Enclosures

GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION

AND

KENDALL COUNTY

The Illinois Department of Transportation (Grantor) with its principal office at 2300 South Dirksen Parkway, Springfield IL. 62764,
and Kendall County (Grantee) with its principal office at 111 West Fox Street, Yorkville, IL 60560,
and payment address (if different than principal office) at Same
hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 361779440 is Grantee's correct DUNS number, 366006598 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not for Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be \$55,578.00, of which \$55,578.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is IL-2019-002, IL-2019-XX, IL-2017-037, IL-2016-034, IL-18-X032, IL-18-X031, IL-18-X030, IL-18-X029, the federal awarding agency is Federal Transit Administration (FTA), and the federal award date is 02/01/19. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Formula Grants for Rural Areas and the Number is 20.509. The Catalog of State Financial Assistance (CSFA) Number is 494-80-0338. The State Award Identification Number is 0338-12548.

1.4 Term. This Agreement shall be effective 07/01/2019 and shall expire on 06/30/2020 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and corrects and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

☒ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

Kendall County

By: _____
Signature of Matt Magalis, Chief of Staff, on behalf of Director of OIPI

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: Scott Gryder

Date: _____
Printed Name: _____

Printed Title: County Board Chairman

Printed Title: _____
Designee

Email: sgryder@co.kendall.il.us

By: _____
Signature of Omer Osman, P.E., Acting Secretary of Transportation

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: Latreese Caldwell

Date: _____
Printed Name: Matt Magalis

Printed Title: Deputy County Administration/PCOM

Printed Title: Chief of Staff
Designee

Email: lcaldwell@co.kendall.il.us

By: _____
Signature of Second Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Third Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Fourth Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____

Printed Title: _____
Designee

Kendall County
Title VI
Statement of Policy and Program

Kendall County is committed to a policy of non-discrimination pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d). Kendall County recognizes its responsibilities to the communities in which it operate. It is Kendall County's policy to utilize its best efforts to assure that "no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under its delivery of transit service and any other program or activity for which Kendall County receives Federal financial assistance."

Toward this end, it is Kendall County's objective to:

- A. Ensure that the level and quality of transit service delivery is provided without regard to race, color, or national origin;
- B. Identify and address, as appropriate, disproportionately high and adverse human health and environmental effects, including social and economic effects of transit service programs and activities on minority populations and low-income populations;
- C. Promote the full and fair participation of all affected populations in transit service provision decision making;
- D. Prevent the denial, reduction, or delay in benefits related to transit service programs and activities that benefit minority populations or low-income populations;
- E. Ensure meaningful access to transit service programs and activities by persons with limited English proficiency.

The responsibility for carrying out Kendall County's commitment to this Title VI program has been delegated to the Kendall County Administrator by the Kendall County Board. As the Title VI Coordinator, the County Administrator is responsible for the day-to-day operations of this Program and will receive and investigate Title VI complaints, which come through the complaint procedure. However, all managers, supervisors, and employees share in the responsibility for making Kendall County's Title VI Program a success. The Title VI Coordinator shall be responsible for maintaining all records relating to this Policy including, but not limited to, this Title VI Policy, copies of all Title VI complaints or lawsuits and related documentation, all records of correspondence to and from complainants, and Title VI investigations.

Additional information concerning Kendall County's Title VI obligations and the complaint procedure can be obtained by contacting the County Administrator at (630) 553-4171 or via United States mail at Kendall County Administrator, 111W. Fox Street, Yorkville, Illinois 60560.

TITLE VI INFORMATION, DISSEMINATION, & COMMUNITY OUTREACH

Title VI information posters shall be prominently and publicly displayed in the Kendall County Office of Administrative Services at 111 W. Fox Street, Yorkville, Illinois 60560; in the Kendall Area Transit office located at 109 W. Ridge St, Yorkville, IL, 60560, and onboard all Kendall Area Transit vehicles.

County's website at www.co.kendall.il.us/kendall-area-transit/.

During transit employee orientation and subsequent employee trainings, information relative to the provisions of Title VI and the County's expectations to perform their duties accordingly will be reviewed and discussed.

Community outreach is a requirement of Title VI recipients and sub-recipients shall seek out and consider the viewpoints of minority and low-income populations in the course of conducting public outreach. Recipients have wide latitude to determine what specific measures are most appropriate and should make this determination based on the composition of the affected populations, the public involvement process, and the resources of the recipient. The County has not appointed an unelected transportation planning board or committees. As stated above, the Title VI Policy will be located on Kendall County's website and will be available for review in multiple locations. Also, all County Board meetings are open to the public and follow the Illinois Open Meetings Act. The County and or the County's non-profit pass-through transit operator conduct community group meetings, resource fairs, maintain active Facebook page, and provide brochures. The County's non-profit pass-through transit operator has staff fluent in the Spanish language and have translated materials into Braille and Spanish. Other translations are available upon request.

SUBCONTRACTS AND VENDORS

All subcontractors and vendors who receive payments from Kendall County where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964 as amended. Written contracts with such subcontractors and vendors shall contain non-discrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

LIMITED ENGLISH PROFICIENCY POLICY STATEMENT AND AVAILABLE RESOURCES

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance. Title VI and its implementing regulations require that certain federal grant recipients take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP). To that end, Kendall County provides translation and interpretation services free of charge upon request by calling {630} 553-4171 or by contacting the Title VI Coordinator at 111W. Fox Street, Yorkville, Illinois 60560.

Since the initial adoption of this policy on June 19, 2012, there have been no complaints, investigations or lawsuits pursuant to this Title VI policy.

Adopted by the Kendall County Board, this day of _____, 2019.

Approved

Scott R. Gryder, Board Chairman

Debbie Gillette, County Clerk

ATTACHMENT A

Long-Form Title VI Notice to the Public

YOUR RIGHTS UNDER TITLE VI

Kendall County operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the 1964 Civil Rights Act. Any person who believes that she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with our agency.

Any such complaint must be in writing and filed with this agency within 180 days following the date of the alleged discriminatory occurrence. For information on our nondiscrimination obligations or how to file a complaint, please contact Kendall County by any of the methods listed below:

**Kendall County Administrative Services 111 W. Fox St.
Yorkville, IL, 60560**

**630-553-4171 (phone)
630-553-4214 (fax)**

kcadmin@co.kendall.il.us

If this information is needed in another language, please contact us.

Short Title VI Notice to the Public

Kendall County operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the 1964 Civil Rights Act. To find out more about our nondiscrimination obligations, to file a complaint, or to request this information in another language, please contact us at 630-553-4171.

Kendall County

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Please mail or return this form to:

Ph: 630-553-4171

Kcadmin@co.kendall.il.us

1. Complainant's Name:		
a. Address:		
b. City:	State:	Zip Code:
c. Telephone (Home <input type="checkbox"/> or Cell <input type="checkbox"/> Please include area code ()	Telephone Number (Work) ()	
d. E-Mail Address:		
Do you prefer to be contacted via this e-mail address? <input type="checkbox"/> Yes <input type="checkbox"/> No		
2. Accessible Format of Form Needed? <input type="checkbox"/> Large Print <input type="checkbox"/> Audio Tape <input type="checkbox"/> TDD <input type="checkbox"/> Other (please specify):		
3. Are you filing this complaint on your own behalf?		
<input type="checkbox"/> Yes If YES, please go to Question 7		
<input type="checkbox"/> No If no, please go to question 4		
4. If you answered NO to question 3 above, please provide your name and address.		
a. Name of Person Filing Complaint:		
b. Address:		
c. City:	State:	Zip Code:
d. Telephone (Home <input type="checkbox"/> or Cell <input type="checkbox"/> Please include area code ()	Telephone Number (Work) ()	
e. E-Mail Address:		
Do you prefer to be contacted via this e-mail address? <input type="checkbox"/> Yes <input type="checkbox"/> No		
5. What is your relationship to the person for whom you are filing the complaint?		
6. Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. <input type="checkbox"/> Yes, I have permission. <input type="checkbox"/> No, I do not have permission.		

7. I believe that the discrimination I experienced was based on (check all that apply) <input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin (Classes protected by Title VI) <input type="checkbox"/> Other (please specify)		
8. Date of Alleged Discrimination (Month, Day, Year):		
9. Where did the Alleged Discrimination take place?		
10. Explain as clearly as possible what happened and why you believe that you were discriminated against. Describe all of the persons that were involved. Include the name and contact information of the person(s) who discriminated against you (if known). <i>Use the back of this form or separate pages if additional space is required.</i>		
11. Please list any and all witnesses' names and phone numbers/contact information. <i>Use the back of this form or separate pages if additional space is required.</i>		
12. What type of corrective action would you like to see taken?		
13. Have you filed a complaint with any other Federal, State, or local agency, or with any Federal or State court? <input type="checkbox"/> Yes If yes, check all that apply <input type="checkbox"/> No a. <input type="checkbox"/> Federal Agency (List agency's name) b. <input type="checkbox"/> Federal Court (Please provide location) c. <input type="checkbox"/> State Court d. <input type="checkbox"/> State Agency (Specify Agency) e. <input type="checkbox"/> County Court (Specify Court and County) f. <input type="checkbox"/> Local Agency (Specify Agency)		
14. Please provide information about a contact person at the agency/court where the complaint was filed.		
Name:	Title:	
Agency:	Telephone ()	
Address:		
City:	State:	Zip Code:

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date is required:

Signature

Date

If you completed Questions 4, 5 and 6, your signature and date is required.

Signature

Date

Kendall County TITLE VI COMPLAINT PROCEDURES

Title VI of the 1964 Civil Rights Act requires that “No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Any person who believes that he/she has been aggrieved by an unlawful discriminatory practice on the basis of race, color or national origin by [insert your agency’s name] may file a complaint by completing and submitting Kendall County the Title VI Complaint form.

How do you file a complaint?

You may download the Kendall County Title VI Complaint Form at <https://www.co.kendall.il.us/>, or request a copy by phone or in writing Kendall County-111 W. Fox Street, Yorkville, IL 60560-(630) 553-4171.

You may file a signed, dated and written complaint no more than 180 days from the date of the alleged incident. The complaint should include:

- Your name, address and telephone number. (See Question 1 of the Complaint Form)
- How, why, and when you believe you were discriminated against. Include as much specific, detailed information as possible about the alleged acts of discrimination, and any other relevant information. (See Questions 7, 8, 9, and 10 of the Complaint Form)
- The names of any persons, if known, whom the director could contact for clarity of your allegations. (See Question 11 of the Complaint Form)

Please submit your complaint form to address listed below:

**Kendall County Administrator
Kendall County Administrative Services
111 W Fox Street
Yorkville, IL 60560
630-553-4171 (phone)
630-553-4214 (fax)
kcadmin@co.kendall.il.us**

How will your complaint be handled?

Kendall County investigates complaints received no more than 180 days after the alleged incident. Kendall County will process complaints that are complete. Once a completed complaint is received, Kendall County will review it to determine if the county has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint

will be investigated by Kendall County.

Kendall County will generally complete an investigation within 90 days from receipt of a completed complaint form. If more information is needed to resolve the case, Kendall County may contact the complainant. Unless a longer period is specified by Kendall County, the complainant will have ten (10) days from the date of the letter to send requested information to the Kendall County investigator assigned to the case.

If Kendall County investigator is not contacted by the complainant or does not receive the additional information within the required timeline, Kendall County may administratively close the case. A case may be administratively closed also if the complainant no longer wishes to pursue their case.

After an investigation is complete, Kendall County will issue a letter to the complainant summarizing the results of the investigation, stating the findings and advising of any corrective action to be taken as a result of the investigation. If a complainant disagrees with Kendall County determination, he/she may request reconsideration by submitting a request in writing to Kendall County Administrator within seven (7) days after the date of Kendall County letter, stating with specificity the basis for the reconsideration. The director [or the appropriate title] will notify the complainant of his decision either to accept or reject the request for reconsideration within 10 days. In cases where reconsideration is granted, the director [or the appropriate title] will issue a determination letter to the complainant upon completion of the reconsideration review.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

If information is needed in another language, then contact Kendall County at 630-553-4171.

ATTACHMENT C

STAFF LEP SURVEY

Kendall Area Transit is studying the language assistance needs of its riders so that we can better communicate with them and increase ridership. Please complete the following survey and return it to the KAT office by 9/17/18.

How often do you come into contact with passengers who do not speak English or have trouble understanding you when you speak English to them? [Circle one]

Daily Weekly Monthly Less frequently than monthly

What languages do these passengers speak? Please list.

What other foreign languages do you understand or speak?

Would you be willing to serve as a translator when needed?

Appendix A: Kendall Area Transit Limited English Proficiency (LEP) Plan

Last Update: 9/18/18

Introduction

This Limited English Proficiency (LEP) Plan has been prepared to address Kendall County and the Voluntary Action Center (VAC) of DeKalb County's responsibilities as recipients of federal financial assistance as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, Federal Transit Administration Circular 4702.1A dated May 13, 2007, which state that no person shall be subjected to discrimination on the basis of race, color or national origin. Executive Order 13166, titled Improving Access to Services for Persons with Limited English Proficiency, indicates that differing treatment based upon a person's inability to speak, read, write, or understand English is a type of national origin discrimination. It directs each federal agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds.

Plan Summary

Kendall County is the designated recipient of Federal Transit Administration (FTA) Section 5311 grant funds and partners with VAC through its transportation service to provide origin to destination demand response route services within the Kendall County Area of Illinois. Kendall County and VAC have jointly developed this LEP Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services provided by VAC. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, Kendall County and VAC undertook the U.S. Department of Transportation (U.S. DOT) four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a VAC program, activity or service.
2. The frequency with which LEP persons come in contact with VAC programs, activities or services.
3. The nature and importance of programs, activities or services provided by VAC to the LEP population.
4. The resources available to VAC and overall cost to provide LEP assistance.

A summary of the results of the VAC four-factor analysis is in the following section.

Analysis

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a VAC program, activity, or service.

VAC staff reviewed the 2011-2015 American Community Survey of the U.S. Census and determined that a total of 19,171 persons in Kendall County [17.3% of the population]

Speak a language other than English.

In Kendall County, 5,750 persons [30%] have limited English proficiency; that is, they speak English “not well” or “not at all.” The majority of persons with limited English proficiency speak Spanish [12,873 persons, 11.6%] with those speaking other languages representing less than .05% of the population each (see Tables 1 & 2 and Figures 1, 2, & 3, for population and household breakouts).

Table 1. Languages Spoken by Population in the Kendall County Region

Population 5 years and over	Total Population	Percent	English Ability		English Ability (Not Well)
			Well	Not Well	% of Total Population
Population 5 years and over	110,845	100%	105,095	5,750	5.2%
Speak only English	91,674	82.7%	(X)	(X)	(X)
Speak a language other than English	19,171	17.3%	13,421	5,750	30.0%
SPEAK A LANGUAGE OTHER THAN ENGLISH					
Spanish	12,873	11.6%	8,635	4,238	32.9%
Other Indo-European languages	3,417	3.1%	2,779	638	18.7%
Asian and Pacific Island languages	1,927	1.7%	1,313	614	31.9%
Other languages	954	0.9%	694	260	27.3%

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

Figure 1. Languages Spoken in Kendall County

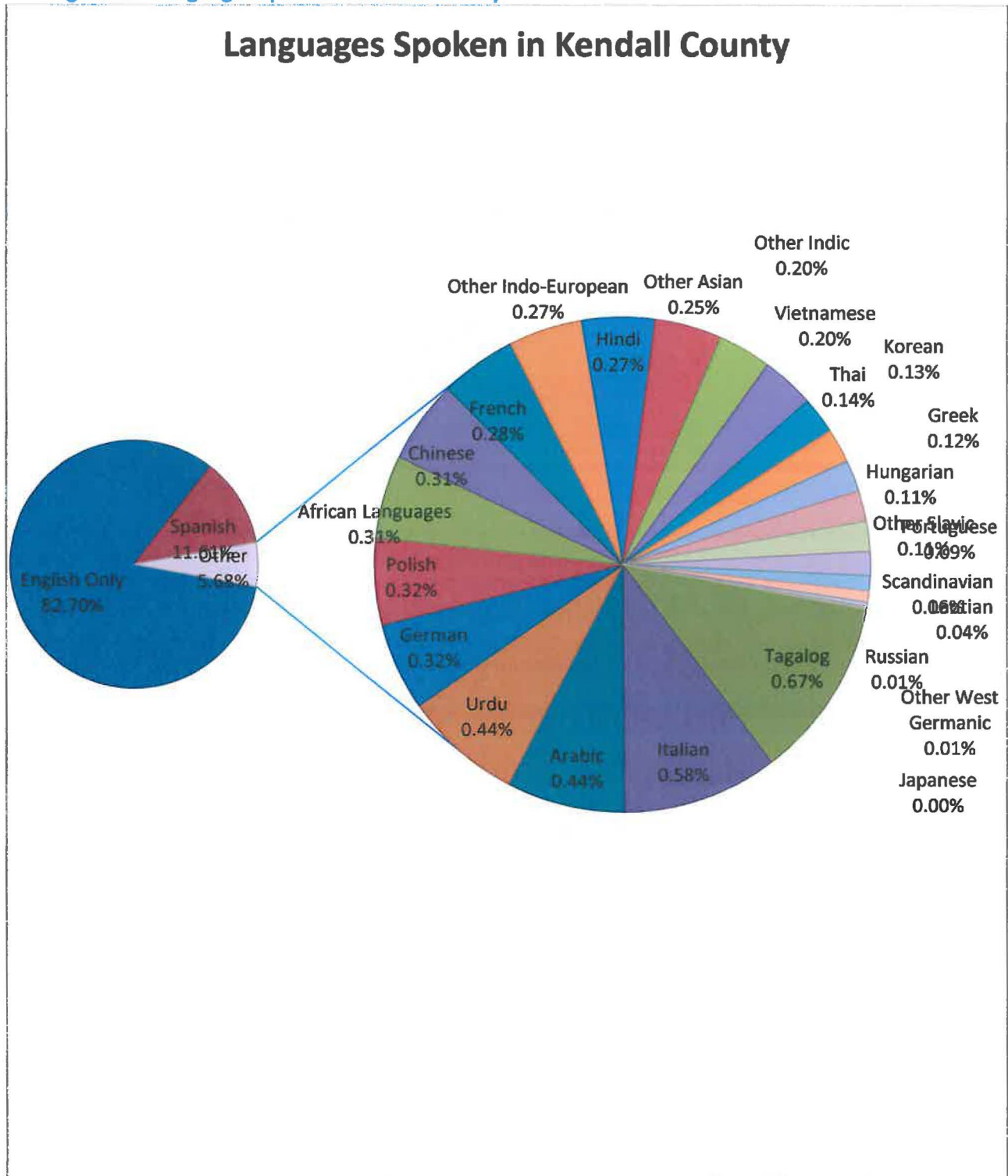
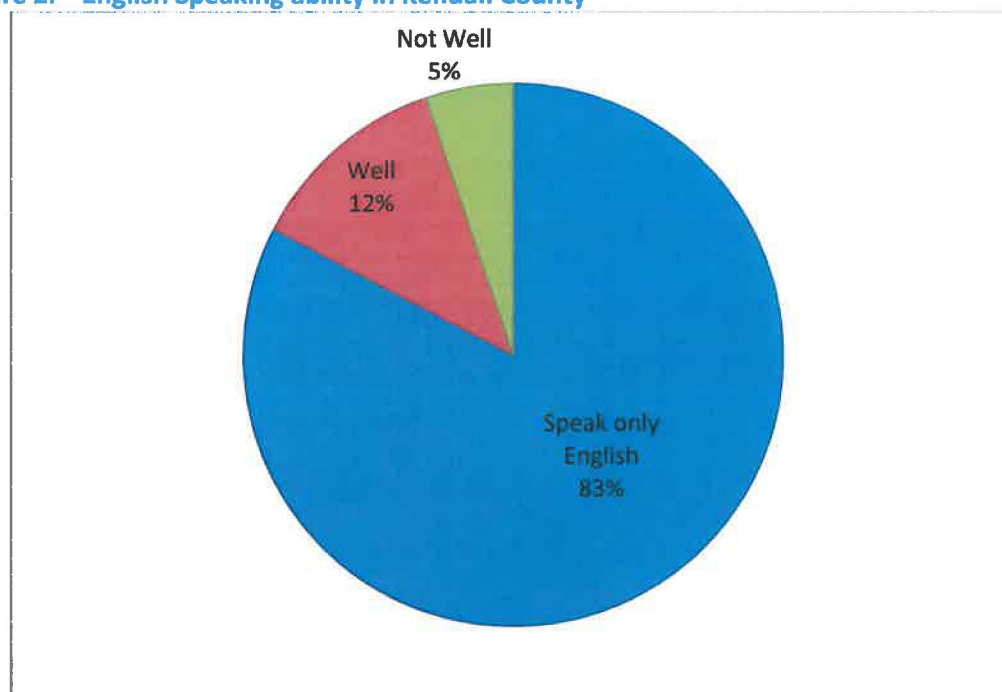


Figure 2. English Speaking ability in Kendall County



2. The frequency with which LEP persons come in contact with VAC-KAT programs, activities or services.

A survey of all VAC drivers, dispatchers, and others who have regular contact with the public was taken to assess how much interaction they have with persons who have limited English proficiency skills. Overall, the survey showed that the average staff member has interactions 2-3 with persons with limited English proficiency about one time a week, representing about five percent (8%) of the average weekly trips VAC provided in 2017. 0% respondents reported never dealing with persons with LEP, 54% reported having interactions at least once a week, and 46% reported occasional interactions (*see Survey Results, page 8*).

Table 2. Linguistically Isolated Households in the Kendall County Region

Q1. On average, how often do you interact with persons with Limited English Skills		
a. Never	0	0%
c. Twice (2) a week	2	13%
d. Three (3) times a week	3	20%
e. Four (4) times a week	1	7%
f. Five (5) times a week	2	13%
g. A few times a month	5	33%
h. Occasionally	2	13%
Q2. On average, please indicate the type of communications that you have, when dealing with persons with LEP?		
a. Person(s) speaks English but difficult to understand		25%
b. Person(s) speaks broken English, but attempts to communicate		65%
c. Person(s) speak no English, speaks entirely in native language		10%
Q3. Estimate the types of languages persons are typically speaking:		
a. Spanish		54%
b. Asian Languages		8%

- c. European Languages
- d. Indian / Middle Eastern Languages
- e. Other Languages

8%
21%
8%

3. The resources available to VAC and overall cost to provide LEP assistance.

VAC assessed its available resources that could be used for providing LEP assistance, including determining how much a professional interpreter and translation service would cost on an as needed basis, which of its documents would be the most valuable to be translated if the need should arise, and taking an inventory of available organizations that VAC could partner with for outreach and translation efforts. The amount of staff and vehicle operating training that might be needed was also considered. Based on the four-factor analysis, VAC developed its LEP Plan as outlined in the following section.

Limited English Proficiency (LEP) Plan Outline

How VAC and staff may identify an LEP person who needs language assistance:

1. Have Census Bureau Language Identification Flashcards available at VAC meetings. This will assist VAC in identifying language assistance needs for future events and meetings.
2. Have Census Bureau Language Identification Flashcards on all transit vehicles to assist vehicle operators in identifying specific language assistance needs of passengers. If such individuals are encountered, vehicle operators will be instructed to try to obtain contact information to give to VAC's management for follow-up.
3. Vehicle operators and other front-line staff, like dispatchers, have been surveyed on their experience concerning any contacts with LEP persons during the previous year.

Language Assistance Measures

There are numerous language assistance measures available to LEP persons, including both oral and written language services. There are also various ways in which VAC staff responds to LEP persons, whether in person, by telephone or in writing.

- Network with local human service organizations that provide services to LEP individuals and seek opportunities to provide information on VAC programs and services;
- Survey bus drivers and other front-line staff, like dispatchers and service development planners, annually on their experience concerning any contacts with LEP persons during the previous year;
- Provide *Language Identification Flashcards* at the Transit Center, onboard the VAC fleet, in Road Supervisor vehicles and at transit systems administrative offices;
- Post the Kendall County / VAC Title VI Policy and LEP Plan on the agency websites, www.vacdk.com & www.co.kendall.il.us;
- Include language "Spanish a plus" on bus driver recruitment flyers and onboard recruitment posters;
- When an interpreter is needed, for a language other than Spanish, in person or on the telephone, staff will attempt to access language assistance services from a professional translation service or qualified community volunteers. A list of volunteers will need to be developed.

Staff Training

The following training will be provided to VAC staff:

1. Information on the VAC Title VI Procedures and LEP responsibilities
2. Description of language assistance services offered to the public
3. Use of Language Identification Flashcards
4. Documentation of language assistance requests
5. Use of Language line service

6. How to handle a potential Title VI/LEP complaint

Outreach Techniques

When staff prepares a document or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population. Interpreters will be available as needed.

Monitoring and Updating the LEP Plan

VAC will update the LEP as required by U.S. DOT. At minimum, the plan will be reviewed and updated when once American Community Survey 5-year data is available based on 2015 U.S. Census figures, or when it is clear that higher concentrations of LEP individuals are present in the VAC service area.

Updates will include the following:

- The number of documented LEP person contacts encountered annually
- How the needs of LEP persons have been addressed
- Determination of the current LEP population in the service area
- Determination as to whether the need for translation services has changed
- Determine whether local language assistance programs have been effective and sufficient to meet the need
- Determine whether VAC's financial resources are sufficient to fund language assistance resources needed
- Determine whether VAC has fully complied with the goals of this LEP Plan
- Determine whether complaints have been received concerning VAC's failure to meet the needs of LEP individuals

Dissemination of the VAC LEP Plan

A link to the VAC LEP Plan and the Title VI Procedures is to be included on the VAC website at www.kendallareatranist.com and the Kendall County website at www.co.kendall.il.us/kendall-area-transit. Any person or agency with internet access will be able to access and download the plan from the VAC website. Alternatively, any person or agency may request a copy of the plan via telephone, fax, mail, or in person and shall be provided a copy of the plan at no cost. LEP individuals may request copies of the plan in translation which VAC will provide, if feasible.

Questions or comments regarding the LEP Plan may be submitted to the VAC-KAT Program Director or the Kendall County Coordinator:

Kendall Area Transit (C/O VAC)
Attn: Mike Neuenkirchen
109 W. Ridge St.
Yorkville, IL, 60560

Phone: (630)-882-6970

Email: mneuenkirchen@co.kendall.il.us (Mike Neuenkirchen, Program Director)

Kendall County Administrative Office
Attn: Latreese Caldwell
111 West Fox Street
Yorkville, IL 60560

Phone: (630) 553-4171

Email: lcaldwell@co.kendall.il.us (Latreese Caldwell, PCOM, Deputy County Administrator)

VAC-Kendall County Limited English Proficiency Survey: Results

***Total Number of Responses: 15**

On average, how often do you interact with persons with Limited English Skills (LEP)	Never	0	0%
	Twice (2) a week	2	13%
	Three (3) times a week	3	20%
	Four (4) times a week	1	7%
	Five (5) times a week	2	13%
	A few times a month	5	33%
	Occasionally	2	13%
On average, please indicate the type of communications that you have, when dealing with persons with LEP?	Person(s) speaks English but difficult to understand	5	25%
	Person(s) speaks Broken English, but attempts to communicate	13	65%
	Person(s) speak no English, speaks entirely in native language	2	10%
Estimate the types of languages persons are typically speaking:	Spanish	13	54%
	Asian Languages	2	8%
	European Languages	2	8%
	Indian / Middle Eastern Languages	5	21%
	Other Languages	2	8%



KENDALL COUNTY HIGHWAY DEPARTMENT
5-YEAR SURFACE TRANSPORTATION PROGRAM
2020 - 2024

Multiyear Program
Page 1

Revised 08/27/19

	ROAD	DESCRIPTION	LIMITS	TOTAL ESTIMATE	FUNDING	YEAR	STATUS
1	Grove Road	Bridge Replacement	Aux Sable Creek Bridge S. of Van Dyke	\$3,000,000	TST / Co. Bridge	2020	Under Contract 2.5 / 0.5
2	Ridge Road	Construction	Intersection Improvement at Holt Rd.	\$2,300,000	Trans. Sales Tax	2020	Under Contract
3	Fox River Drive	Construction	Bridge over Clear Creek in Millington	\$900,000	TST / Co. Bridge	2020	Spring Letting 500 / 400
4	Eldamain Road	Concrete Patching	U.S. Rte. 34 to Menards Distribution Center	\$1,250,000	Motor Fuel Tax	2020	Spring Letting
5	Fox River Drive	Bridge Joint Repairs	Fox River Drive over Fox River	\$100,000	Co. Bridge	2020	Spring Letting
6	Orchard Road	Construction	Gates Creek Watershed Improvement	\$300,000	Trans. Sales Tax	2020	IGA w/ Oswego
7	Lisbon Road	Construction	Drainage-Sidewalk improvements in Lisbon	\$250,000	Trans. Sales Tax	2020	IGA w/ Lisbon
8	Chicago Road	Storm Sewer Installation	South side of Chicago Rd. west of Aux Sable	\$150,000	Trans. Sales Tax	2020	Spring Letting
9	County Highways	HMA Resurfacing	Van Emmon & Fox River Drive	\$2,000,000	Motor Fuel Tax	2020	Spring Letting
10	County Highways	Pavement Preservation	Various Locations	\$200,000	Trans. Sales Tax	2020	Fall Letting
11	Various	KC-TAP	Transportation Alternatives Program	\$50,000	Trans. Sales Tax	2020	
12	Orchard Road	Phase II Engineering	Intersection Improvement at U.S. Route 30	\$100,000	Trans. Sales Tax	2020	Multi-Agency IGA
13	Orchard Road	PE - Phase 2	Collins Road Extension	\$500,000	Trans. Sales Tax	2020	
14	Caton Farm Road	LA - Bridge Replacement	Caton Farm Road over Aux Sable Creek	\$25,000	Co. Bridge	2020	
15	Township Bridge	Preliminary Engineering	Township Bridge Program	\$50,000	State / Co. / Twp.	2020	80 / 10 / 10
16	Galena Road	Preliminary Engineering	Intersection Improvement at Kennedy	\$100,000	Trans. Sales Tax	2020	
17	Ridge Road	PE & Land Acquisition	Theodore Street to Caton Farm Road	\$300,000	Trans. Sales Tax	2020	
18	Ridge Road	PE & Land Acquisition	Intersection Improvement at Rte. 52	\$200,000	Trans. Sales Tax	2020	IDOT Agreement
19	Fox River Drive	Preliminary Engineering	Intersection Improvement at Crimmins	\$100,000	Trans. Sales Tax	2020	
20	Ridge Road	Pavement Widening	Theodore Street to Caton Farm Road	\$2,500,000	Trans. Sales Tax	2021	
21	Ridge Road	Construction	Intersection Improvement at Rte. 52	\$1,500,000	State / MFT	2021	50% IDOT Funding
22	Galena Road	Construction	Intersection Improvement at Kennedy	\$1,000,000	Trans. Sales Tax	2021	
23	Caton Farm Road	Bridge Replacement	Caton Farm Road over Aux Sable Creek	\$750,000	TST / Co. Bridge	2021	500 / 250
24	River Road	Bridge Replacement	Township Bridge Program	\$600,000	State / Co. / Twp.	2021	200 / 200 / 200
25	County Highways	HMA Resurfacing	Various Locations TBD	\$2,500,000	Motor Fuel Tax	2021	Spring Letting
26	County Highways	Pavement Preservation	Various Locations	\$200,000	Trans. Sales Tax	2021	Fall Letting



KENDALL COUNTY HIGHWAY DEPARTMENT
5-YEAR SURFACE TRANSPORTATION PROGRAM
2020 - 2024

Multiyear Program
Page 2

Revised 08/27/19

	ROAD	DESCRIPTION	LIMITS	TOTAL ESTIMATE	FUNDING	YEAR	STATUS
	Various	KC-TAP	Transportation Alternatives Program	\$50,000	Trans. Sales Tax	2021	
27	Orchard Road	PE - Phase 2	Collins Road Extension	\$500,000	Trans. Sales Tax	2021	
28	Galena Road	Preliminary Engineering	Intersection Improvement at Cannonball	\$100,000	Trans. Sales Tax	2021	IGA w/ Montgomery
29	Fox River Drive	PE & Land Acquisition	Intersection Improvement at Crimmins	\$100,000	Trans. Sales Tax	2021	
30	Caton Farm Road	PE & Land Acquisition	Caton Farm Road over Aux Sable Creek	\$150,000	Co. Bridge	2021	
31	Fox Road	Preliminary Engineering	Intersection Improvement at Eldamain Rd.	\$75,000	Trans. Sales Tax	2021	
32	Fox River Drive	Construction	Intersection Improvement at Crimmins	\$900,000	Trans. Sales Tax	2022	
33	Caton Farm Road	Bridge Replacement	Caton Farm Road over Aux Sable Creek	\$750,000	TST / Co. Bridge	2022	
34	Ridge Road	Intersection Improvement	At Johnson Road (143rd Street)		Trans. Sales Tax	2022	IGA w/ Plainfield
35	County Highways	HMA Resurfacing	Various Locations TBD	\$2,500,000	Motor Fuel Tax	2022	
36	County Highways	Pavement Preservation	Various Locations	\$250,000	Trans. Sales Tax	2022	
37	Various	KC-TAP	Transportation Alternatives Program	\$50,000	Trans. Sales Tax	2022	
38	Orchard Road	Land Acquisition	Collins Road Extension	\$1,000,000	Trans. Sales Tax	2022	IGA w/ Oswego
39	Crimmins Road	Preliminary Engineering	Fox River Dr (N) to Fox River Dr (S)	\$100,000	Trans. Sales Tax	2022	
40	Galena Road	PE & Land Acquisition	Intersection Improvement at Cannonball	\$100,000	Trans. Sales Tax	2022	
41	Caton Farm Road	PE & Land Acquisition	Caton Farm Road over Aux Sable Creek	\$150,000	Co. Bridge	2022	
42	Grove Road	Preliminary Engineering	Intersection Improvement at Reservation Rd.	\$100,000	Trans. Sales Tax	2022	
43	Grove Road	Preliminary Engineering	Intersection Improvement at Ill. Rte. 126	\$50,000	Trans. Sales Tax	2022	
44	Fox Road	Preliminary Engineering	Intersection Improvement at Eldamain Rd.	\$75,000	Trans. Sales Tax	2022	
45	Orchard Road	Construction	Collins Road Extension	\$5,000,000	Trans. Sales Tax	2023	\$2.5 Million KKCOM
46	Caton Farm Road	Bridge Replacement	Caton Farm Road over Aux Sable Creek	\$1,000,000	TST / Co. Bridge	2023	
47	Galena Road	Construction	Intersection Improvement at Cannonball	\$1,250,000	Trans. Sales Tax	2023	
48	Fox Road	Construction	Intersection Improvement at Eldamain Rd.	\$1,000,000	Trans. Sales Tax	2023	
49	Grove Road	Traffic Signal	Intersection Improvement at Ill. Rte. 126	\$300,000	Trans. Sales Tax	2023	
50	County Highways	HMA Resurfacing	Various Locations TBD	\$2,500,000	Motor Fuel Tax	2023	



KENDALL COUNTY HIGHWAY DEPARTMENT
5-YEAR SURFACE TRANSPORTATION PROGRAM
2020 - 2024

Multiyear Program
Page 3

Revised 08/27/19

	ROAD	DESCRIPTION	LIMITS	TOTAL ESTIMATE	FUNDING	YEAR	STATUS
51	County Highways	Pavement Preservation	Various Locations	\$250,000	Trans. Sales Tax	2023	
52	Various	KC-TAP	Transportation Alternatives Program	\$50,000	Trans. Sales Tax	2023	
53	Township Bridge	Preliminary Engineering	Township Bridge Program	\$40,000	State / Co. / Twp.	2023	80 / 10 / 10
54	Crimmins Road	PE & Land Acquisition	Fox River Dr (N) to Fox River Dr (S)	\$150,000	Trans. Sales Tax	2023	
55	Grove Road	PE & Land Acquisition	Intersection Improvement at Reservation Rd.	\$100,000	Trans. Sales Tax	2023	
56	Walker Road	Preliminary Engineering	Realignment east of Fox River Drive	\$100,000	Trans. Sales Tax	2023	
57	Orchard Road	Construction	Collins Road Extension	\$6,000,000	Trans. Sales Tax	2024	2023 & 2024
58	Grove Road	Construction	Intersection Improvement at Reservation Rd.	\$750,000	Trans. Sales Tax	2024	
59	County Highways	HMA Resurfacing	Various Locations TBD	\$2,500,000	Motor Fuel Tax	2024	
60	County Highways	Pavement Preservation	Various Locations	\$250,000	Trans. Sales Tax	2024	
61	Various	KC-TAP	Transportation Alternatives Program	\$50,000	Trans. Sales Tax	2024	
62	Crimmins Road	Land Acquisition	Fox River Dr (N) to Fox River Dr (S)	\$100,000	Trans. Sales Tax	2024	
63	Walker Road	Preliminary Engineering	Realignment east of Fox River Drive	\$100,000	Trans. Sales Tax	2024	
64	Eldamain Road	Bridge & Approaches	Highpoint Road to River Road	*\$45,000,000	Federal / TST / MFT	2022	

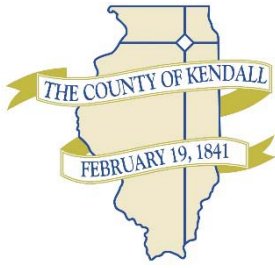
Not included in total

5-Year Total: \$49,415,000

Estimated Grants & Funds by Others: \$3,600,000

Total Estimated County Funds: \$45,815,000

*Total cost for the Eldamain Road Extension from Highpoint Road to River Road is \$45 million. \$30 million is assumed but not guaranteed through future funding efforts, and these costs are not included in total 5-Year Plan costs.



Kendall County Agenda Briefing

Committee: Admin HR Committee

Meeting Date: August 27, 2019

Amount: N/A

Budget: N/A

Issue: Approval of a Cable Television Franchise Agreement by and Between The County of Kendall County, Illinois and Comcast of Illinois XIII, L.P.

Background and Discussion:

Administration and the Administration and Human Resources Committee worked with Comcast to get an updated Franchise agreement completed. The new agreement is for 5 years. The agreement covers the franchise fee paid to Kendall County and details cable services offered to citizens in unincorporated Kendall County. ASA Jim Webb spent significant time working out the legal issues in the franchise agreement.

Committee Action:

HR Admin Committee voted 4-0 to send the Franchise Agreement to the County Board for final approval once legal review was completed.

Staff Recommendation:

Staff recommends approving the Franchise Agreement.

Prepared by: Scott Koeppel

Department: Administration

Date: August 7, 2019

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
COUNTY OF KENDALL COUNTY, ILLINOIS
And
COMCAST OF ILLINOIS XIII, L.P.**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the County of Kendall County, Illinois (hereinafter, the "County"), and Comcast of Illinois XIII, L.P., (hereinafter, "Grantee") this 27th day of August, 2019 (the "Effective Date").

The County, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Counties Code, as amended from time to time; provided that any provisions of the Illinois Counties Code that are in conflict with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the

Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the unincorporated areas within the present legal boundaries of the County as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois XIII, L.P.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the County’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber

revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the County.

"Public Way" shall mean the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the County in the Franchise Area, to the extent that the County has the right and authority to authorize, regulate, or permit the location of facilities other than those of the County. Public Way shall not include any real or personal County property that is not specifically described in this definition and shall not include County buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"County" means the County of Kendall, Illinois, or the lawful successor, transferee, designee, or assignee thereof.

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 55 ILCS 5/5-1095(a) of the Illinois Counties Code approving and authorizing the execution of this Agreement, the County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be five (5) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise

Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the County pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the County to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the County, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.2.6.

2.6 Competitive Equity.

2.6.1. In the event the County grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 55 ILCS 5/5-1095.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Kendall County's ordinances and resolutions pertaining to construction of utility facilities in the Public Way, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line

extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the County requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the County shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children
Ethnic/Minority
Educational

General Entertainment
Sports
Arts, Culture and Performing Arts

Family Oriented
Weather
News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the County in conducting inspections related to these standards upon reasonable prior written request from the County based on a significant number of Subscriber complaints.

4.5. New/Planned Developments. In cases of new construction, planned developments, or property development where undergrounding or extension of the Cable System is required, the County shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the County's Public Way. If advance notice of such new construction, planned development, or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The County and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. As of the Effective Date of this Agreement, the County is not qualified nor authorized to activate the EAS. Should the County become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the County to the County on an annual basis.

4.8. Customer Service Obligations. The County and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* Enforcement of such requirements and

standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by County

5.1. **Franchise Fees.** The Grantee shall pay to the County a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the County shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the County to increase the Franchise Fee above five percent (5%), and the County actually proposes to increase the Franchise Fee in exercise of such authority, the County may unilaterally amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the County shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the County increases said Franchise Fee, the Grantee shall notify its Subscribers of the County's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the County to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the County pursuant to the Cable Act, and Section 5-1095 of the Illinois Counties Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the County approves the amendment by ordinance; and (c) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. **Taxes Not Included.** The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services

but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code 55 ILCS at 5/5-1095.1 (County Franchise Fee Review; Requests For Information) and agree to abide by the procedure set forth therein. Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 55 ILCS 5/5-1095.1 the County shall provide on an annual basis, a complete list of addresses within the unincorporated areas of the County. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the County has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County, its past, present, and future board members, officials, officers, and employees, from and against any claims arising from the County's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the County, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the County containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the County shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the County has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the County may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the County's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain the following insurance. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Grantee shall provide notice of cancellation of any policy.

7.1.1. All coverage shall be at least as broad as the following:

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

Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate. Overall limits of liability may be met through any combination of primary and excess liability policies.

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

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

The types and amounts of insurance required to be maintained or actually maintained shall not limit or otherwise alter Grantee's obligations hereunder.

7.1.2. Additional Insured Status. The County and its, past, present, and future its officers, officials, and employees, are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Grantee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Grantee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, forms if later revisions used).

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

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

7.1.5. Verification of Coverage. Grantee shall furnish the County Certificates of Insurance evidencing before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Grantee's obligation to provide them.

7.1.5. Subcontractors. Grantee shall require and verify that all subcontractors maintain insurance reasonably appropriate to the scope of each such subcontractor's work.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the County, with counsel of County's choosing, including its past, present, and future board members, elected officials, officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing, operating, maintaining, and/or removing its Cable System within the County. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The County shall give the Grantee timely written notice of its obligation to indemnify and defend the County after

the County's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/ or County. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Indemnitees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Indemnitees' participation in their defense shall not remove Grantee's duty to indemnify, defend, and hold Indemnitees harmless, as set forth above. Indemnitees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. If the County elects in its own discretion to employ additional counsel beyond that agreed to by the Grantee and the State's Attorney, the costs for such additional counsel for the County shall be the responsibility of the County.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the County, its officers, employees and agents.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the County by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Enforcement of Franchise

8.1. Notice of Violation or Default. In the event the County believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

8.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the County's written notice: (A) to respond to the County, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

8.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 8.2 above, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may

8.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek any other relief available at law, including declaratory or injunctive relief; or

8.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The County shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the County has not received a response from the Grantee or upon receipt

of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The County shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the County shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the County shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the County shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 9.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the County's decision.

SECTION 9: Miscellaneous Provisions

9.1. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

9.2. **Notice.** Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:
Kendall County, Illinois
111 Fox Street
Yorkville, IL 60560
ATTN: County Administrator

To the Grantee:
1500 McConnor
Schaumburg, Illinois
ATTN: Director of Government Affairs

With copy sent to:
Kendall County State's Attorney

807 W. John Street
Yorkville, Illinois 60560

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

9.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

9.3.1. The County may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

9.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

9.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the 23rd Circuit Court of the State of Illinois, Kendall County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

9.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an

instrument, in writing, duly executed by the County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate ordinance or resolution by the County, as required by applicable law.

9.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

9.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

9.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

9.11. Authority to Sign Agreement. Grantee warrants to the County that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the County that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

9.12. Compliance with State and Federal Laws. Grantee agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

9.13. Non-Discrimination. Grantee, 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.

9.14. Conflict of Interest. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Grantee or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Grantee or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

COUNTY OF KENDALL, ILLINOIS

PROCLAMATION _____ - _____

National Suicide Prevention Awareness Month

WHEREAS; September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and

WHEREAS; Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS; According to the CDC, each year more than 41,000 people die by suicide; and

WHEREAS; Suicide is the 10th leading cause of death among adults in the US, and the 2nd leading cause of death among people aged 10-24; and

WHEREAS; Kendall County is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and

WHEREAS; local organizations like Suicide Prevention Services (SPS) and national organizations like the National Alliance on Mental Illness (NAMI) are on the front lines of a battle that many still refuse to discuss in public, as suicide and mental illness remain too taboo a topic to speak on; and

WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and

WHEREAS, I encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

NOW, THEREFORE, be it resolved that the Kendall County Board does hereby proclaim the month of September 2019, as National Suicide Prevention Awareness Month in County of Kendall, Illinois.

PRESENTED and ADOPTED by the County Board, this 20th day of August 2019.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk



Kendall County Clerk				
Revenue Report		7/1/19-7/31/19	7/1/18-7/31/18	7/1/17-7/31/17
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$893.50	\$814.00	\$816.00
	County Clerk Fees - Marriage License	\$1,680.00	\$1,920.00	\$1,650.00
	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
	County Clerk Fees - Misc	\$2,248.50	\$2,301.00	\$2,166.00
	County Clerk Fees - Recording	\$30,366.00	\$27,163.00	\$28,042.00
01010061205	Total County Clerk Fees	\$35,188.00	\$32,198.00	\$32,674.00
01010001185	County Revenue	\$42,211.00	\$43,574.25	\$41,567.75
38010001320	Doc Storage	\$17,781.50	\$16,273.00	\$16,356.00
51010001320	GIS Mapping	\$30,017.00	\$27,482.00	\$27,550.00
37010001320	GIS Recording	\$3,753.00	\$3,436.00	\$3,440.00
01010001135	Interest	\$21.74	\$21.77	\$18.85
01010061210	Recorder's Misc	\$919.00	\$875.50	\$1,508.00
81010001320	RHSP/Housing Surcharge	\$16,083.00	\$14,652.00	\$14,688.00
37210001575	Tax Certificate Fee	\$360.00	\$840.00	\$560.00
37210001576	Tax Sale Fees	\$0.00	\$40.00	
37210001577	Postage Fees			
CK # 18745	To KC Treasurer	\$146,334.24	\$139,392.52	\$138,362.60
Death Certificate Surcharge sent from Clerk's office \$916.00 ck # 18744				
Dom Viol Fund sent from Clerk's office \$280.00 ck #18743				

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 EIGHT MONTHS ENDED 07/31/2019

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2019 YTD Actual</u>	<u>2019 YTD %</u>	<u>2018 YTD Actual</u>	<u>2018 YTD %</u>
Personal Property Repl. Tax	\$370,000	\$317,497	85.81%	\$290,881	72.72%
State Income Tax	\$2,221,490	\$1,890,013	85.08%	\$1,666,413	67.47%
Local Use Tax	\$685,000	\$544,449	79.48%	\$461,608	73.27%
State Sales Tax	\$550,000	\$334,962	60.90%	\$349,748	63.59%
County Clerk Fees	\$325,000	\$209,147	64.35%	\$226,083	56.52%
Circuit Clerk Fees	\$800,000	\$441,514	55.19%	\$480,496	56.53%
Fines & Foreits/St Atty.	\$325,000	\$152,490	46.92%	\$197,009	51.84%
Building and Zoning	\$68,000	\$56,922	83.71%	\$51,037	78.52%
Interest Income	\$150,000	\$205,563	137.04%	\$128,981	149.11%
Health Insurance - Empl. Ded.	\$1,265,420	\$798,647	63.11%	\$774,896	59.63%
1/4 Cent Sales Tax	\$3,105,000	\$2,005,808	64.60%	\$1,982,063	67.19%
County Real Estate Transf Tax	\$425,000	\$268,746	63.23%	\$270,884	61.56%
Federal Inmate Revenue	\$1,618,750	\$1,516,125	93.66%	\$874,312	105.06%
Sheriff Fees	\$177,340	\$111,345	62.79%	\$128,247	52.35%
TOTALS	\$12,086,000	\$8,853,230	73.25%	\$7,882,658	67.96%
 Public Safety Sales Tax	 \$5,220,000	 \$3,487,000	 66.80%	 \$3,401,893	 67.12%
Transportation Sales Tax	\$5,000,000	\$3,487,000	69.74%	\$3,401,893	71.62%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 8 months the revenue and expense should at 66.67%

EXPENDITURES

All General Fund Offices/Categories

\$28,587,023	\$16,953,361	59.30%	\$17,544,976	61.49%
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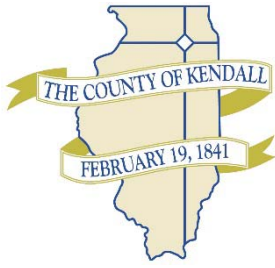
KENDALL COUNTY CORONER
 ——— JACQUIE PURCELL ———

Description	**	Month: July (FY 2019)	Fiscal Year-to- Date	July 2018
Total Deaths		28	193	37/206
Natural Deaths		25	373	36/189
Accidental Deaths		0	3	1/11
Pending		0	0	0
Suicidal Deaths		3	9	0/4
Homicidal Deaths		0	0	1/1
Undetermined		0	1	0/1
Toxicology		3	16	3/25
Autopsies		2	12	3/23
Cremation Authorizations		21	119	22/126
Scenes Responded to:		Transported by Coroner's Office:		External Examinations:
4		4		4
Suicide – July 4, 2019, 63-year-old, White, Male, Yorkville, Gunshot Wound to the Head				
Suicide - July 5, 2019, 22-year-old, Black, Male, Yorkville, Gunshot Wound to the Head				
Suicide – July 5, 2019, 56-year-old, White, Female, Montgomery, Carbon Monoxide Toxicity				

PERSONNEL/OFFICE ACTIVITY:

1. On July 10, Coroner Purcell facilitated the 'Lights of Hope' support group for families and friends who have been impacted by an overdose related death.
2. On July 16, Coroner Purcell presented at the Beecher Center for the Senior Service's Lunch & Learn program.
3. On July 16, Chief Deputy Gotte attended ALERRT training at Longbeach Elementary School.
4. On July 18, Coroner Purcell participated in the Kane-Kendall Adult Fatality Review Team.
5. On July 25, the coroner's office participated in a case review with the IL Violent Death Reporting System.
6. On July 30, the coroner's office participated in the Dresden Drill.
7. A total of 26.75 hours of community service were completed at the coroner's office during the month of July.

CARORUM AD CURAM



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: August 12, 2019

Amount: N/A

Budget: N/A

Issue: Petition 18-24-Dorothy Flisk on Behalf of Skyfall Equestrian, LLC for a Major Amendment to a Special Use Permit to Increase the Number of Horses Allowed Boarded from 24 to 36 at 17 Ashe Road (PINs: 01-01-200-020 and 02-06-102-009) in Little Rock and Bristol Townships; Property is Zoned RPD-1

Background and Discussion:

See Attached Memo

Record for Petition - https://www.co.kendall.il.us/wp-content/uploads/Petition_18-24.pdf

Committee Action:

ZPAC-Approval with Conditions (4-0-2); KCRPC-Approval with Conditions (6-2); ZBA-Approval with Conditions (5-1); Little Rock Township-No Comments; Bristol Township-No Comments; City of Plano-No Objections; Bristol-Kendall FPD-No Comments; Little Rock-Fox FPD-No Objections; PBZ-Approval with Conditions (5-0)

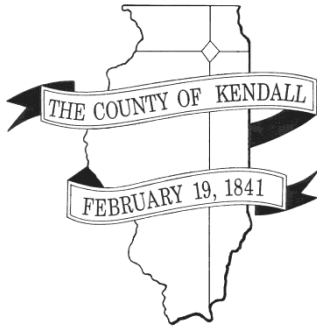
Staff Recommendation:

Approval with Conditions

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning Department

Date: August 14, 2019



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition 18-24

Dorothy Flisk on Behalf of Skyfall Equestrian, LLC Major Amendment to a Special Use Permit

INTRODUCTION

Dorothy Flisk, on behalf of Skyfall Equestrian, LLC, is requesting a major amendment to their special use permit to increase the number of horses allowed to be boarded in the stable from twenty-four (24) to thirty-six (36). The Petitioner has a waitlist and would like to expand because of the waitlist. If approved, the Petitioner would like to expand operations in the summer of 2019.

RECOMMENDATION

Staff recommends approval of the requested amendment with the following conditions (Comments are in bold):

1. All of the conditions contained in Ordinance 2012-22, except conditions Number 1, Number 2, Number 3, Number 6, and Number 8 shall remain in effect. Conditions Numbers 1, 2, 3, 6, and 8 of Ordinance 2012-22 are hereby repealed.
2. The site shall be developed substantially in accordance with the attached site plan. Unless otherwise shown on the site plan, the residential lots within the Subdivision shall remain residential with no ability for horse pasturing. Lot 1 can be used just for pasture or a single-family residential house and related accessory structure(s). No trail system shall be placed on the conservation area behind houses. **The Petitioner is proposing a new barn and would like to build a house on Lot 1.**
3. The owner(s) of the property shall secure applicable building permits prior to the construction of any structures on the property.
4. A maximum of thirty-six (36) horses are allowed to be housed in the stable. **This is an increase from twenty-four (24) horses. Thirty-six (36) horses were originally approved for this property in 2006.**
5. The manure shall be handled in substantially the manner stated in the manure management plan. **The manure management plan was updated and approved by the Kendall County Health Department.**
6. The facility shall be exclusively used by the owners, trainers, boarders, and their guests. In keeping with the private and quiet nature intended for the residential community, activities at the facility should never be so large or noisy or late that it would be disruptive to residents of the Subdivision. If the facility hosts an outside event exceeding fifty (50) guests, the owner shall provide each property owner that so requests and the Homeowners Association with at least two to four (2-4) weeks notice of the event. The Owner shall host no more than two (2) such outside events a year. The Owner has no intention of hosting any activity with the general public that would intentionally invite so much traffic that parking would spill off the stable property on to the private residential streets. Events at the stable will be consistent with the image of a small private equestrian club. No tent erection shall occur at any event. **The notice timeline was changed from thirty (30) days to two to four (2-4) weeks and the neighbors that request notification will be notified in addition to the Homeowners Association.**
7. Parking for events shall be restricted to the north and west side of the road within the boundaries of

Lot 17 to allow room for emergency vehicles. **Parking plan was updated.**

8. The owner of the special use allowed by this special use permit shall be responsible for twenty-one percent (21%) of the road maintenance for the side streets. The owner of the special use allowed by this special use permit shall be responsible for seventy-nine percent (79%) of the road maintenance of the main road. The owner of the special use allowed by this special use permit shall be responsible for one hundred percent (100%) of road maintenance on Lot 17. **The owner increases their responsibility from twenty-nine percent (29%) to seventy-nine percent (79%) for the maintenance of the main road.**
9. The owner of the special use allowed by this special use permit will maintain a comprehensive general liability umbrella policy in the minimum amount of \$3 Million. The Homeowners' Association shall be named as an additional insured. The owner of the special use allowed by this special use permit shall obtain workers' compensation insurance. **Insurance amount increases from One Million Dollars (\$1 Million) to Three Million Dollars (\$3 Million).**
10. The owners(s) of the 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.
11. Failure to comply with one or more of the above conditions or restrictions contained in this ordinance and Ordinance 2012-22 could result in the amendment or revocation of the special use permit.
12. If one or more of the conditions contained in this ordinance and Ordinance 2012-22 is declared invalid by a court of competent jurisdiction, the remaining conditions of both ordinances shall remain valid.

The draft ordinance is attached.

ACTION SUMMARY

LITTLE ROCK TOWNSHIP

Petition information was sent to Little Rock Township on August 2, 2018. Revised information was sent February 21, 2019. To date, no comments have been received.

BRISTOL TOWNSHIP

Petition information was sent to Bristol Township on August 2, 2018. Revised information was sent February 21, 2019. To date, no comments have been received.

CITY OF PLANO

The City of Plano submitted a response on July 30, 2018. Revised information was sent February 21, 2019 and the City of Plano had no objections.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT

Petition information was sent to the Bristol-Kendall Fire Protection District on August 2, 2018. Revised information was sent February 21, 2019.

LITTLE ROCK-FOX FIRE PROTECTION DISTRICT

The Little Rock Fox Fire Protection District had no objections.

ZPAC

ZPAC originally met on this proposal in August 2018. The Petitioner originally did not submit information on any proposed building. ZPAC requested an updated site plan, an updated manure management plan, proof of application of NRI, and EcoCat information.

ZPAC met on this proposal again on March 5, 2019. The Petitioner agreed to work with the Kendall County Health Department on revised manure management plan. Two (2) neighbors and the attorney for the Homeowners' Association expressed opposition to the proposal based on the impact on the private streets in the subdivision, concerns about the manure management plan, and concerns about property values. ZPAC recommended approval with a vote of four (4) in favor and two (2)

present.

KCRPC

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on March 27, 2019. Dan Huddleston expressed the Homeowners' Association's concerns regarding increased traffic, light pollution, noise, and manure. Jean Cook, Arlene Vankamper, and Mary Kay Sergo board their horses at the stable and spoke about how well maintained the stable is and how it enhanced the area. Discussion occurred regarding planting arborvitaes as a buffer, but this did not seem to solve screening issues. By a vote of six (6) in favor and two (2) in opposition, the Kendall County Regional Planning Commission recommended approval with the conditions proposed by Staff. Members Schroeder and Casey voted no because of concerns regarding the impact of increased horse urine and manure on the subject property and nearby creek.

ZBA

The Kendall County Zoning Board of Appeals started a public hearing on this petition on August 27, 2018. The hearing was continued until April 29, 2019, July 1, 2019, and July 29, 2019. At the hearing on July 29th, Attorney Patrick Kinnally presented fourteen (14) requests from his client John Bryan. These were as follows:

1. Residential lots to remain residential with no ability for horse pasturing.
2. Two to Four (2-4) weeks Notice for outdoor events.
3. Change notice for "outdoor" events to "outside, not referring to roofs" events.
4. No tent erection at any event.
5. Parking for events to be restricted to one (1) side of the street to allow room for emergency vehicles.
6. Recommended that Skyfall obtain workers' compensation insurance as she has four (4) employees.
7. Increase additional insured insurance amount from One Million Dollars (\$1 Million) to Ten Million Dollars (\$10 Million).
8. HOA responsible for seventy-nine percent (79%) of road maintenance on the side streets; Dorothy responsible for twenty-one percent (21%).
9. Skyfall responsible for seventy-nine percent (79%) of road maintenance on the main road; HOA responsible for twenty-one percent (21%).
10. Skyfall responsible for one hundred percent (100%) of road maintenance for its property line.
11. Change the responsibility for the trail system to the HOA.
12. No trail system on the conservation area behind houses.
13. Keep Lot 1 pasture.
14. HOA to install requirement that anyone who sits on the Board must actually reside in the subdivision, not just be an owner.

The Petitioner's attorney responded that they agreed with requests 1-6 and 8-13. In request 7, the insurance amount could be increased to Three Million (\$3 Million). In request 14, the Petitioner's

attorney held that the Petitioner could not bind the HOA to take a given action. Regarding request 2, the Petitioner's attorney said the notice will be served to the HOA and any lot owner that provided an email. Regarding request 5, they would like parking on the right side of the street. The special use permit would run with the property owner. Request 14 would not be included in the special use permit because the HOA is not a party of the special use permit.

Peter Lodestro testified against the proposal because of concerns regarding liability for increased traffic on the private streets of the subdivision and safety concerns.

William Barclay testified in favor of the proposal by stating that the facility is run great and the manure management plan is superb.

Chairman Mohr dissented on the findings of fact regarding the use being injurious to neighboring property owners and inconsistency with the Land Resource Management Plan. He felt that these types of uses (equestrian based residential developments) do not succeed and that Board would not approve this use if it was brand new.

The Zoning Board of Appeals recommended approval of the major amendment to the special use permit with the conditions proposed by Staff and the conditions agreed to between John Bryan and the Petitioner by a vote of five (5) in favor and one (1) in opposition. Chairman Mohr voted no. Member Cherry was absent.

The Planning, Building and Zoning Committee recommended approval with a vote of five (5) in favor and zero (0) in opposition.

FINDINGS OF FACT

§ 13.08.J of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order recommend in favor of the applicant on special use permit applications, including major amendments to special use permits. 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 manure management plan is implemented as proposed, the amendment to the special use will not be detrimental 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. **Provided that the manure management plan is implemented as proposed and that the property owner follows the remaining restrictions in Ordinance 2012-22, the amendment will not be substantially injurious to the use and enjoyment of other property in the area nor will the amendment impair property values.***

Chairman Mohr dissented with this finding.

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. **Provided that the manure management plan is implemented as proposed, no concerns exist regarding drainage. The owner of the property will need to continue their required contributions to the Homeowners' Association as outlined in Ordinance 2012-22 to ensure that the subdivision roads remain in good repair.***

*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 special use permit and site plan conform to all other applicable regulations of the RPD-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 states the following regarding the Rural Estate Residential Area, “limited business use may also be appropriate for small offices or agricultural service enterprises” and “agricultural uses will continue to be a major use in Rural Estate areas” (Page 5-17). Accordingly, with proper restrictions, the proposed use is consistent with the purpose and objectives of the LRMP.

Chairman Mohr dissented with this finding.

SITE INFORMATION

PETITIONER: Skyfall Equestrian, LLC

ADDRESS: 17 Ashe Road

LOCATION: West Side of Ashe Road in the Equestrian Estates at Legacy Farms Subdivision



TOWNSHIPS: Little Rock and Bristol

PARCEL #s: 01-01-200-020 and 02-06-102-009

LOT SIZE: 8.5 +/- Acres

EXISTING LAND USE: Existing Horse Barn and Horse Paddock Area

ZONING: RPD-1 with a Special Use Permit For Horse Related Uses

LRMP:	Existing Land Use	Agricultural
	Future Land Use	Rural Estate Residential (Max 0.45 DU/Acre)
	Roads	Ashe Road is Major Collector; Property has Indirect Access to Ashe Road via a Private Road
	Trails	Trails are Planned along Ashe Road. Property does not front Ashe Road or have access to proposed trail location.

Floodplain/ Wetlands	There are wetlands in the area. There is a floodplain to west and northwest of the subject property. Based on the Kendall County GIS, the Floodplain is approximately 130' away from the property.
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REQUESTED ACTION: Major Amendment to an Existing Special Use Permit. Petitioner would like to increase the number of horses allowed to be housed in the stable from twenty-four (24) to thirty-six (36).

APPLICABLE REGULATIONS: Section 13.08.O – Special Uses and Planned Developments; Major Amendments

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Single-Family Residential and Woods	RPD-1	Rural Estate Residential	RPD-1 (Kendall County) Farming (Kane County)
South	Agricultural/Residential	RPD-1	Rural Estate Residential	RPD-1 and A-1
East	Single-Family Residential	RPD-1	Rural Estate Residential	RPD-1 and A-1
West	Floodplain and Woods	RPD-1	Rural Estate Residential	A-1, A-1 SU, R-1, and M-1

PHYSICAL DATA

ENDANGERED SPECIES REPORT

The Petitioner provided an EcoCat from 2005.

NATURAL RESOURCES INVENTORY

The LESA Score was 167 indicating a low level of protection.

GENERAL INFORMATION

The existing stable has twenty-six (26) horse stalls. The property has a total of sixteen (16) paddock areas and an “arena” area.

The Petitioner would like to demolish the accessory structures and construct an area for hay and straw and an additional twelve (12) stalls. The new barn will be constructed where the current brown barn is located, using the same footprint. The new barn will be ten feet to twelve feet (10'-12') in height. The new barn will be a prefab construction type. The existing frame shed shall be located to the rear of the paddock area. The Petitioner would also like to construct a lounging arena north of the existing “arena” area.

RELATION TO EXISTING SPECIAL USE PERMIT

The existing special use permit was established by Ordinance 2012-22. The restrictions placed on the special use permit were:

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby repeals Kendall County Ordinance #06-29 in its entirety and grants approval of a special use zoning permit to amend their existing special use permit **to change the private horse facility from allowing only boarders who live within the**

Subdivision into a private horse facility that also allows boarder who do not live within the Subdivision subject to the following conditions (Emphasis Added):

- 1. A maximum of twenty-four (24) horses are allowed to be housed in the stable. (Emphasis Added)**
- 2. Manure storage and disposal is to be according to a proposed manure storage and disposal plan approved by the Kendall County Department of Environmental Health.**
- 3. The facility shall be exclusively used by the owners, trainers, boarders and their guests. In keeping with the private and quiet nature intended for the residential community, activities at the facility should never be so large or noisy or late that it would be disruptive to residents of the Subdivision. If the facility hosts an outdoor event exceeding fifty (50) guests, the owner, shall provide each of the property owners and Homeowners Association with at least thirty (30) days notice of the event. The Owner shall host no more than two (2) such outdoor events a year. The Owner has no intention of hosting any activity with the general public that would intentionally invite so much traffic that parking would spill off the stable property on to the private residential streets. Events at the stable will be consistent with the image of a small private equestrian club.**
- 4. As a private equestrian facility, no school horses will be available for rent to the general public. Training is available to the owners, trainers, boarders and their guests, only.**
- 5. A maximum of two (2) adults and their immediate family can live in each of the two stable manager housing units inside the stable.**
- 6. Private Road Maintenance: The Owner will solely maintain that portion of the road that is on Lot 17, with that portion being shown on the Final Plat for Equestrian Estates at Legacy Farms Subdivision. The Homeowners Association or property owners will maintain the remaining roads within the Subdivision. The Owner will pay 29% of the cost of maintaining that portion of the roads running from Ashe Road to the turnabout, the turnabout road, and from the turnabout to that portion of the road that intersects with Lot 17. The Owner will notify all boarders that the residential roads are for private use only. With all things being equal with other service providers, including price and quality of service, the Homeowners Association and/or residents agrees to allow the Owner to provide landscaping and road maintenance services.**
- 7. Trails: The Homeowners Association or property owners will be responsible for maintaining any trails in Lot 18. The Owner will be responsible for 29% of the cost to maintain the trails in Lot 18 and the Homeowners Association or property owners will be responsible for 71% of the cost. With all things being equal with other service providers, including price and quality of service, the Homeowners Association or property owners agree to allow the Owner to provide trail improvement and maintenance services.**
- 8. Insurance: The Owner will maintain a comprehensive general liability policy in the minimum amount of \$1,000,000.00. The Homeowners Association and/or property owners will be named as an additional insured.**
- 9. Lighting: The outdoor arena shall not be lighted. The existing lighting on the south side of the stable will only be used before 8pm or in case of emergency.**
- 10. Sale of the Stable: In the event the Owner lists the property for sale, the Owner shall notify the Homeowners Association and property owners of such listing within five (5) business days.**
- 11. Stable Workers: All employees or independent contractors shall be retained by the Owner.**

12. There shall be no signage on the property indicating the stable accepts commercial stabling of horses. The Owner may post upon Homeowners Association and/or property owners approval and/or request a small discreet sign on Lot 17, at the entrance to the facility.

13. No signs are permitted on the eastern portion of the outdoor riding arena.

14. Horse trailers: Horse trailers shall be parked west of the outdoor arena.

15. No rodeo, barrel racing or reining shows, but practicing such activities is a permitted use.

The Kendall County Planning, Building and Zoning Department has not received any complaints regarding the special use at the subject property.

The Kendall County Health Department received one (1) complaint since the issuance of the amended special use permit for manure related issues. The issue was unfounded.

BUILDING CODES

Any new buildings would have to meet applicable building codes.

ACCESS

The property has indirect access to Ashe Road via private streets.

ODORS AND MANURE PLAN

The Petitioner currently has manure picked up four (4) days per week and has a mushroom farmer collect manure for composting once per week. The manure area is sealed and graded with four (4) concrete blocks across the back and is four (4) rows high and three (3) rows deep. The Petitioner plans to install an opaque fence around the manure area. The Petitioner has two (2) backup plans for handling manure. One (1) plan involves a truck transporting manure to a company in Wisconsin. The other plan involves working with a company that transforms manure into energy. Manure will be monitored daily and more pickups could occur if the manure pile gets too large.

LIGHTING

No new lighting is planned.

SCREENING

No additional fencing or buffering is planned.

STORMWATER

No changes in impervious surface are planned. The stormwater situation may have to be reexamined if the Petitioner constructs new building(s).

UTILITIES

No changes in utilities, well, or septic system are planned. Any new utilities would have to secure applicable permits.

ATTACHMENTS

1. Proposed Ordinance

ORDINANCE NUMBER 2019-_____

**GRANTING A MAJOR AMENDMENT TO A SPECIAL USE PERMIT GRANTED BY
ORDINANCE 2012-22 BY INCREASING THE NUMBER OF HORSES ALLOWED BOARDED
AT 17J ASHE ROAD (PINs: 01-01-200-020 AND 02-06-102-009) FROM TWENTY-FOUR (24) TO
THIRTY-SIX (36) HORSES ON PROPERTY ZONED RPD-1 RESIDENTIAL PLANNED
DEVELOPMENT ONE ZONING DISTRICT IN LITTLE ROCK AND BRISTOL TOWNSHIPS**

WHEREAS, Section 13.08 of the Kendall County Zoning Ordinance permits the Kendall County Board to issue major amendments to special use permits and place conditions on major amendments to special use permits and provides the procedure through which special use permits are granted and amended; and

WHEREAS, Section 8.03.H.1.m of the Kendall County Zoning Ordinance permits the operation of riding stables a special use with certain restrictions in the RPD-1 Residential Planned Development One Zoning District; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the RPD-1 Residential Planned Development One Zoning District and consists of approximately 8.5 acres located at 17J Ashe Road, Sugar Grove, Illinois (PINs: 01-01-200-020 and 02-06-102-009) in Little Rock and Bristol Townships. 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

WHEREAS, Ordinance 2012-22, adopted September 18, 2012, granted a special use permit for the operation of a central horse stable and stable manager housing with conditions at the subject property; and

WHEREAS, Condition Number 1 of Ordinance 2012-22 set a maximum of twenty-four (24) horses allowed to be housed in stable at the subject property; and

WHEREAS, Skyfall Equestrian, LLC acquired the subject property on or about October 1, 2016; and

WHEREAS, Dorothy Flisk is authorized to represent Skyfall Equestrian, LLC and shall hereinafter be referred to as “Petitioner”; and

WHEREAS, on or about June 26, 2018, Petitioner filed a petition for a Major Amendment to a Special Use Permit increasing the number of horses allowed boarded at the subject property from twenty-four (24) to thirty-six (36); and

WHEREAS, 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 started a public hearing on August 27, 2018, at 7:00 p.m., and continued the public hearing until April 29, 2019, at 7:00 p.m., and continued the public hearing until July 1, 2019, at 7:00 p.m., and concluded the public hearing on July 29, 2019, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which time the Petitioner’s attorney presented evidence, testimony, and exhibits in support of the requested major amendment to a special use permit and two members of the public testified in favor of the request and one member of the public testified in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the major amendment to a special use permit with

conditions as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated July 29, 2019, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of approval of the requested major amendment to a special use permit with conditions; and

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

WHEREAS, 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

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

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for a major amendment to a special use permit allowing the operation of a central horse stable and manager housing on the subject property subject to the following conditions:
 - A. All of the conditions contained in Ordinance 2012-22, except conditions Number 1, Number 2, Number 3, Number 6, and Number 8 shall remain in effect. Conditions Numbers 1, 2, 3, 6, and 8 of Ordinance 2012-22 are hereby repealed.
 - B. The site shall be developed substantially in accordance with the attached site plan attached hereto as Exhibit C. Unless otherwise shown on Exhibit C, the residential lots within the Subdivision shall remain residential with no ability for horse pasturing. Lot 1 can be used just for pasture or a single-family residential house and related accessory structure(s). No trail system shall be placed on the conservation area behind houses.
 - C. The owner(s) of the property shall secure applicable building permits prior to the construction of any structures on the property.
 - D. A maximum of thirty-six (36) horses are allowed to be housed in the stable.
 - E. The manure shall be handled in substantially the manner stated in the manure management plan attached hereto as Exhibit D.
 - F. The facility shall be exclusively used by the owners, trainers, boarders, and their guests. In keeping with the private and quiet nature intended for the residential community, activities at the facility should never be so large or noisy or late that it would be disruptive to residents of the Subdivision. If the facility hosts an outside event exceeding fifty (50) guests, the owner shall provide each property owner that so requests and the Homeowners Association with at least two

to four (2-4) weeks notice of the event. The Owner shall host no more than two (2) such outside events a year. The Owner has no intention of hosting any activity with the general public that would intentionally invite so much traffic that parking would spill off the stable property on to the private residential streets. Events at the stable will be consistent with the image of a small private equestrian club. No tent erection shall occur at any event.

- G. Parking for events shall be restricted to the north and west side of the road within the boundaries of Lot 17 to allow room for emergency vehicles.
 - H. The owner of the special use allowed by this special use permit shall be responsible for twenty-one percent (21%) of the road maintenance for the side streets. The owner of the special use allowed by this special use permit shall be responsible for seventy-nine percent (79%) of the road maintenance of the main road. The owner of the special use allowed by this special use permit shall be responsible for one hundred percent (100%) of road maintenance on Lot 17.
 - I. The owner of the special use allowed by this special use permit will maintain a comprehensive general liability umbrella policy in the minimum amount of \$3 Million. The Homeowners' Association shall be named as an additional insured. The owner of the special use allowed by this special use permit shall obtain workers' compensation insurance.
 - J. The owners(s) of the 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.
 - K. Failure to comply with one or more of the above conditions or restrictions contained in this ordinance and Ordinance 2012-22 could result in the amendment or revocation of the special use permit.
 - L. If one or more of the conditions contained in this ordinance and Ordinance 2012-22 is declared invalid by a court of competent jurisdiction, the remaining conditions of both ordinances 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 major amendment to a special use permit.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 27th day of August, 2019.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

PARCEL ONE:

LOT 17, EQUESTRIAN ESTATES OF LEGACY FARMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 9, 2006, AS DOCUMENT NUMBER 200600017122, AND PER CORRECTION INSTRUMENTS RECORDED MARCH 27, 2007 AS DOCUMENT 200700010031 AND AS DOCUMENT 200700010032 IN LITTLE ROCK AND BRISTOL TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER LOT 19 (PRIVATE ROAD) IN EQUESTRIAN ESTATES AT LEGACY FARMS, AFORESAID, AS CREATED BY INSTRUMENT RECORDED JUNE 9, 2006, AS DOCUMENT 200600017122 AND PER CORRECTION INSTRUMENTS RECORDED MARCH 27, 2007 AS DOCUMENT 200700010031 AND AS DOCUMENT 200700010032

Exhibit B

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 manure management plan is implemented as proposed, the amendment to the special use will not be detrimental 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. **Provided that the manure management plan is implemented as proposed and that the property owner follows the remaining restrictions in Ordinance 2012-22, the amendment will not be substantially injurious to the use and enjoyment of other property in the area nor will the amendment impair property values.***

Chairman Mohr dissented from this Finding.

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. **Provided that the manure management plan is implemented as proposed, no concerns exist regarding drainage. The owner of the property will need to continue their required contributions to the Homeowners' Association as outlined in Ordinance 2012-22 to ensure that the subdivision roads remain in good repair.***

*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 special use permit and site plan conform to all other applicable regulations of the RPD-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 states the following regarding the Rural Estate Residential Area, "limited business use may also be appropriate for small offices or agricultural service enterprises" and "agricultural uses will continue to be a major use in Rural Estate areas" (Page 5-17). Accordingly, with proper restrictions, the proposed use is consistent with the purpose and objectives of the LRMP.***

Chairman Mohr dissented from this Finding.

Recommendation

The Kendall County Zoning Board of Appeals recommends approval of the requested major amendment to an existing special use permit with the following conditions:

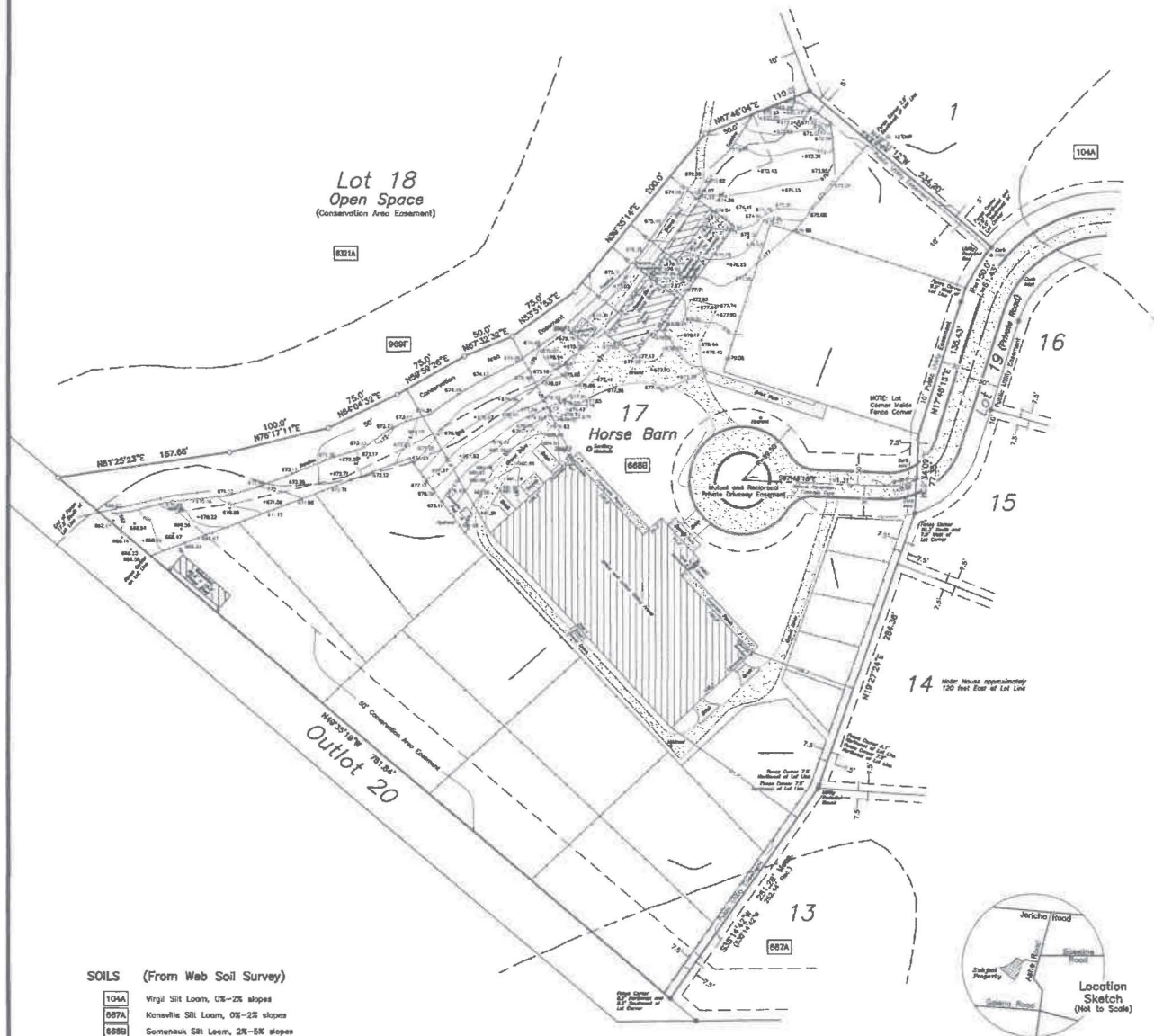
1. All of the conditions contained in Ordinance 2012-22, except condition number 1 shall remain in effect.
2. Condition number 1 contained in Ordinance 2012-22 is hereby amended to read, "A maximum of thirty-six (36) horses are allowed to be housed in the stable."
3. The site shall be developed substantially in accordance with the attached site plan.
4. The owner(s) of the property shall secure applicable building permits prior to the construction of any structures on the property.

5. The owners(s) of the 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.
6. Failure to comply with one or more of the above conditions or restrictions contained in this ordinance and Ordinance 2012-22 could result in the amendment or revocation of the special use permit.
7. If one or more of the conditions contained in this ordinance and Ordinance 2012-22 is declared invalid by a court of competent jurisdiction, the remaining conditions of both ordinances shall remain valid.
8. Residential lots to remain residential with no ability for horse pasturing.
9. 2-4 weeks Notice for outdoor events.
10. Change notice for "outdoor" events to "outside, not referring to roofs" events.
11. No tent erection at any event.
12. Parking for events to be restricted to one (1) side of the street to allow room for emergency vehicles.
13. Recommended that Skyfall obtain workers' compensation insurance as she has four (4) employees.
14. Increase additional insured insurance amount from \$1 Million to \$10 Million.
15. HOA responsible for 79% of road maintenance on the side streets; Dorothy responsible for 21%.
16. Skyfall responsible for 79% of road maintenance on the main road; HOA responsible for 21%.
17. Skyfall responsible for 100% of road maintenance for its property line.
18. Change the responsibility for the trail system to the HOA.
19. No trail system on the conservation area behind houses.
20. Keep Lot 1 pasture.
21. HOA to install requirement that anyone who sits on the Board must actually reside in the subdivision, not just be an owner.

The Kendall County Zoning Board of Appeals issues this recommendation by a vote of five (5) in favor, one (1) opposed (Mohr), and one (1) absent.

July 29, 2019

ZONING PLAT OF LOT 17 EQUESTRIAN ESTATES AT LEGACY FARMS BRISTOL AND LITTLE ROCK TOWNSHIPS KENDALL COUNTY ILLINOIS



SOILS (From Web Soil Survey)

104A	Virgil Silt Loam, 0%-2% slopes
867A	Koneville Silt Loam, 0%-2% slopes
608B	Somerset Silt Loam, 2%-5% slopes
999F	Casco-Rodman Complex, 20%-30% slopes
821A	DuPage Silt Loam, 0%-2% slopes, occasionally flooded

FLOODPLAIN STATEMENT:

The Subject Property is located in Zone X (areas determined to be outside the 0.2% annual chance floodplain) as depicted on FEMA Flood Insurance Rate Map Number 17953C00300 with an effective date of February 4, 2008. Base Flood Elevation (BFE) is approximately 648 footed West of the West Line of Lot 17.

WETLANDS STATEMENT:

The National Wetlands Inventory Map shows no designated wetlands on the Subject Property.

LEGAL DESCRIPTION OF SUBJECT PROPERTY:

PARCEL ONE:

Lot 17, Equestrian Estates at Legacy Farms Subdivision, according to the Plat thereof recorded on June 8, 2006, as Document Number 200600017122, and per Correction Instruments recorded March 27, 2007 as Document 200700010031 and as Document 200700010032 in Little Rock and Bristol Townships, Kendall County, Illinois.

PARCEL TWO:

Easement for the benefit of Parcel 1 for Ingress and Egress over Lot 19 (Private Road) in Equestrian Estates at Legacy Farms, aforesaid, as created by Instrument June 8, 2006, as Document Number 200600017122, and per Correction Instruments recorded March 27, 2007 as Document 200700010031 and as Document 200700010032 in Little Rock and Bristol Townships, Kendall County, Illinois.

DEVELOPER:

Dorothy M. Flak
17 Ash Road, Lot J
Sugar Grove, Illinois 60554

AREA OF SUBJECT PROPERTY:

370,269 Sq.Ft. = 8.5002 Acres

PRESENT ZONING:

RPD-1 SU (Residential Planned Development - Special Use)

PROPOSED ZONING:

RPD-1 SU (Residential Planned Development - Special Use)

SUBJECT PROPERTY ADDRESS:

17 Ash Road, Lot J

SUBJECT PROPERTY P.I.N.

02-06-102-009
01-01-200-020

SCALE
1"=50'

- Indicates Iron Stake Found
- Indicates Iron Stake Set
- Indicates Line of Fence
- Indicates Spot Elevation
- Indicates Contour Elevation
- Indicates Direction of Drainage

BENCHMARKS

- BM#1 - Northeast Corner of Concrete Dumpster Pad West of Frame Barn.
Elevation = 677.47'
- BM#2 - Northeast Corner of Concrete Pad at Northeast Corner of Indoor Riding Arena.
Elevation = 682.08'

December 21st, 2018

JOB NO.	18245
JOB NAME	ATTY. KRAMER
DWG FILE	18245C
REVISION DATE	

Phillip D. Young and Associates, Inc.
LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775

1107B South Bridge Street
Yorkville, Illinois 60550
Telephone (630)553-1580

Exhibit D

Aaron J. Rybski, L.E.H.P.
Director of Environmental Health Services
Kendall County Health Department
811 W. John St., Yorkville, IL 60560

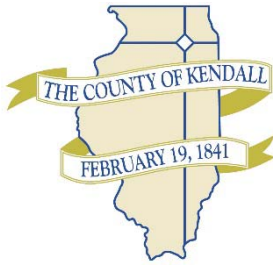
March 7, 2019

Dear Mr. Rybski,

Thank you again for the opportunity to provide the information about the manure management. When I first bought the property and since October of last year we had to dump the daily waste in a pile and then transfer to the garbage which were 8 yards and I had 3 of them that were picked up 4 days a week, which was costing me approximately \$50,000 a year on waste removal which was not a cost I originally had accounted when purchasing the business. Where the garbage containers were I have had built a concrete pad which was grated and sealed with 3 rows of concrete, in late November I am adding a 4th row next two weeks to ensure nothing escapes the enclosure. Additionally, I am going to this spring get a fence to make the enclosure look well not like manure and more appealing. This winter I had to figure out the difficult way what to do if the driver for the mushroom farmer was unable to come, so now I have two backups when the mushroom farmer has no room for more waste; most likely during two months of winter January & February. The manure is picked up every 7-8 days depending on the driver's schedule; The driver Griffin Trucking Larry picks up the manure, and delivers to River Valley Ranch- Eric Rose owner whom has been in business since 1975 in Wisconsin. The backups which I used over the winter are Mark Boyle with MTB green technologies in Somonauk, IL, he has a company that transfers the manure waste into energy. Also my straw farmer Reece has taken it as well to spread on his fields. In regards to how often trucks will be entering the premises it will actually be significantly less than it was with the garbage. The manure is monitored daily; Manure shall be picked up on the more frequent during hot weather to limit odors and insect attraction. Additionally, pickups shall be scheduled more frequently if the pad is fills completely before overflowing. Please do not hesitate with any other questions. I thank you for your time and assistance, and hope this note finds you well.

Best,

Dorothy M Flisk
Direct: [REDACTED]
Proprietor Legacy River Equestrian Center
17 Ashe Road Lot J
Sugar Grove, IL. 60608



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: August 12, 2019

Amount: N/A

Budget: N/A

Issue: Petition 19-25-Request from Dave Hamman on Behalf of KEKA Farms, LLC (Property Owner) and Pulte Group (Billboard Owner) to Renew a Special Use Permit Granted by Ordinance 2004-43 and Renewed by Ordinance 2017-14 Allowing the Placement of an Outdoor Advertising Sign (Billboard) at the Southeast Corner of the Intersection of U.S. 34 and Hafenrichter (Farnsworth) (PIN: 03-01-127-006) in Oswego Township

Background and Discussion:

The Petitioners are requesting a renewal of their special use permit. The Kendall County Zoning Ordinance and their existing special use permit require this type special use permit to be renewed every two (2) years.

The appearance of the sign and location of the sign shall be exhibits in the approval ordinance.

The sign will be removed or Pulte Group (or their successors) will apply to renew their special use in two (2) years from the date of approval of this ordinance by the County Board. The advertising on the sign is restricted to Pulte's residential development.

The sign will not be illuminated.

They must follow applicable laws and comply with the conditions of the special use permit or the special use permit could be amended or revoked.

Record for Petition - <https://www.co.kendall.il.us/wp-content/uploads/Petition-19-25.pdf>

Committee Action:

ZPAC-Approval with Conditions (7-0); KCRPC-Approval with Conditions (7-0); ZBA-Approval with Conditions (6-0); Oswego Township-No Objections; City of Aurora-No Objections; Oswego Fire Protection Dist.-No Comments; PBZ Committee-Approval with Conditions (5-0)

Staff Recommendation:

Approval with Conditions

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning Department

Date: August 13, 2019



ORDINANCE NUMBER 2019-_____

**GRANTING A RENEWAL TO A SPECIAL USE PERMIT GRANTED BY ORDINANCE 2004-43
ON PROPERTY ZONED M-2 HEAVY INDUSTRIAL DISTRICT FOR AN OUTDOOR
ADVERTISING SIGN ON PROPERTY LOCATED AT THE SOUTHEAST CORNER OF U.S.
ROUTE 34 AND HAFENRICHTER (FARNSWORTH) (PIN: 03-01-127-006)
IN OSWEGO TOWNSHIP**

WHEREAS, Section 13.08 of the Kendall County Zoning Ordinance permits the Kendall County Board to issue special use permits, make amendments to existing special use permits, and place conditions on special use permits and provides the procedure through which special use permits are issued and amended; and

WHEREAS, Section 12.12 of the Kendall County Zoning Ordinance permits the placement of outdoor advertising structures and off-premise advertising signs as a special use permit with certain restrictions in the M-2 Heavy Industrial Zoning District; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the M-2 Heavy Industrial Zoning District and consists of approximately 42.93 acres located at the southeast corner of the intersection of U.S. Route 34 and Hafenrichter (Farnsworth) (PIN: 03-01-127-006) 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

WHEREAS, the subject property is currently owned by KEKA Farms, LLC and is represented by Dave Hamman and the owner leases the property to Pulte Group and shall collectively hereinafter be referred to as “Petitioner”; and

WHEREAS, on December 21, 2004, the Kendall County Board approved Ordinance 2004-43 granting a special use permit for the placement of an outdoor advertising sign (billboard) on the subject property with conditions; and

WHEREAS, Condition #1 of Ordinance 2004-05 required that the special use granted by said ordinance be renewed every three years;

WHEREAS, on September 19, 2017, the Kendall County Board approved Ordinance 2017-14 granting a renewal of the special use permit for the placement of an outdoor advertising sign (billboard) on the subject property with conditions; and

WHEREAS, Condition #1 of Ordinance 2017-14 and Section 12.06.A.4 of the Kendall County Zoning Ordinance require special use permits for such signs to be renewed every two years; and

WHEREAS, on or about June 14, 2019, Petitioner filed a petition for renewal of the special use permit granted by Ordinance 2004-05 and renewed by Ordinance 2017-14; and

WHEREAS, following due and proper notice by publication in the Beacon-News on June 30, 2019, the Kendall County Zoning Board of Appeals conducted a public hearing on July 29, 2019, at 7:00 p.m. in the County Office Building at 111 W. Fox Street in Yorkville, at which evidence, testimony, and exhibits in support of the requested renewal to an existing special use permit was presented and zero members of the public testified in favor or in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval with conditions of the renewal to an existing special use permit as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated July 29, 2019, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of approval of the requested renewal to an existing special use permit with conditions; and

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

WHEREAS, this renewal to an existing 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

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

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for a renewal to an existing special use permit allowing the placement of an outdoor advertising structure (billboard) on the subject property subject to the following conditions:
 - A. The sign shall look substantially in the form as shown in Exhibit C attached hereto.
 - B. The sign shall be located substantially in the location depicted on the Site Plan attached hereto as Exhibit D.
 - C. The sign will be removed or Pulte Group (or their successors) will apply to renew their special use in two (2) years from the date of approval of this ordinance by the County Board.
 - D. The sign will not be illuminated.
 - E. The advertising on the sign is restricted to Pulte Group's residential development.
 - F. The off-premise advertising structure allowed by this special use permit shall follow all applicable Federal, State and Local laws related to this type of use including, but not limited to, the distance from property line requirements of the Kendall County Zoning Ordinance.
 - G. Failure to comply with the above regulations and restrictions could result in the revocation of the special use permit.

- H. 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 major amendment to an existing special use permit.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 27th day of August, 2019.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

Exhibit A

Legal Description

THAT PART OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 36, 1716.0 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 36, 1194.70 FEET TO THE CENTER LINE OF U. S. ROUTE NO. 34; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 306.50 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 139 DEGREES, 03 MINUTES, 06 SECONDS WITH THE LAST DESCRIBED COURSE, AS MEASURED COUNTERCLOCKWISE THEREFROM, 1700.90 FEET TO A POINT THAT IS 1679.04 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 36; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 17 MINUTES, 17 SECONDS WITH THE LAST DESCRIBED COURSE, AS MEASURED CLOCKWISE THEREFROM, 997.93 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 36 THAT IS 1727.22 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE CONTINUING SOUTHERLY ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 441.28 FEET TO THE CENTER LINE OF SAID U. S. ROUTE NO. 34; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 486.62 FEET TO THE CENTER LINE OF HAFENRICHTER ROAD; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID HAFENRICHTER ROAD 2472.21 FEET TO A LINE DRAWN PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1 FROM THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID PARALLEL LINE 1830.39 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THAT PART FALLING WITHIN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN FALLING WITHIN THE FOLLOWING: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 36, 1851.94 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 16 DEGREES 39 MINUTES 17 SECONDS WITH SAID SOUTH LINE, MEASURED FROM WEST TO NORTH, 482.53 FEET, THIS LINE HEREINAFTER REFERRED CALLED LINE "A", FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 97 DEGREES 52 MINUTES 31 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 710.83 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 101 DEGREES 10 MINUTES 19 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 327.11 FEET; THENCE NORTHWESTERLY ALONG A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 390.0 FEET, 244.0 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH IS TANGENT TO THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, 200.0 FEET TO THE CENTER LINE OF U.S. ROUTE NO. 34; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 653.09 FEET TO THE NORTHWESTERLY EXTENSION OF SAID LINE "A"; THENCE SOUTHEASTERLY ALONG SAID EXTENDED LINE "A" 470.73 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP AURORA, KANE COUNTY, ILLINOIS AND THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS

AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, FALLING WITHIN THE FOLLOWING: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 1851.94 FEET TO THE POINT OF BEGINNING; THENCE

NORTHWESTERLY AT AN ANGLE OF 16 DEGREES 39 MINUTES 17 SECONDS, MEASURED CLOCKWISE FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE, 667.53 FEET TO A POINT; THENCE SOUTHWESTERLY AT AN ANGLE OF 97 DEGREES 52 MINUTES 31 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 721.67 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 78 DEGREES 49 MINUTES 41 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 426.88 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST, THE CHORD OF WHICH FORMS AN ANGLE OF 163 DEGREES 10 MINUTES 57 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 196.66 FEET AND A CHORD DISTANCE OF 193.85 FEET TO A POINT; THENCE NORTHEASTERLY AT AN ANGLE OF 84 DEGREES 21 MINUTES 17 SECONDS, MEASURED CLOCKWISE FROM THE CHORD OF THE LAST DESCRIBED COURSE, 727.61 FEET TO THE SOUTH LINE OF AFORESAID SOUTHEAST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE OF THE AFORESAID SOUTHEAST 1/4 51.42 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS AND IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS, AND ALSO EXCEPT THAT PART OF THE LAND CONVEYED TO DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS BY INSTRUMENT RECORDED APRIL 26, 2007 AS DOCUMENT 200700013871, IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS

AND ALSO EXCEPTING ALL THAT PART LYING NORTHERLY OF THE CENTERLINE OF U.S. 34

Exhibit B

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 sign remains at its current location, the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare of the public.***

*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. **True, the proposed special use will not negatively impact adjoining properties.***

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. **This requirement is not applicable because the proposed special use does not require utilities, access roads, points of ingress and egress, drainage or other facilities.***

*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. **True, the proposed special use shall 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 special use is consistent with the purposes and objectives of the Land Resource Management Plan.***

Recommendation

The Kendall County Zoning Board of Appeals recommends approval of the requested renewal to an existing special use permit with the following conditions:

1. The rendering of the sign and map depicting the location of the sign shall be Exhibits in the approval ordinance.
2. The sign will be removed or Pulte Group (or their successors) will apply to renew their special use in two (2) years from the date of approval of this ordinance by the County Board.
3. The sign will not be illuminated.
4. The advertising on the sign is restricted to Pulte Group's residential development.
5. The off-premise advertising structure allowed by this special use permit shall follow all applicable Federal, State and Local laws related to this type of use including, but not limited to, the distance from property line requirements of the Kendall County Zoning Ordinance.
6. Failure to comply with the above regulations and restrictions could result in the revocation of the special use permit.
7. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

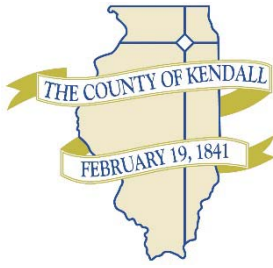
The Kendall County Zoning Board of Appeals issues this recommendation by a vote of six (6) in favor, zero (0) opposed, and one (1) absent.

July 29, 2019

12'x16' Double Sided Informational Billboard.
NE Corner OF Fransworth & Ogden In Aurora.



12'x16' Double Sided Billboard Re-face.
3/8" MDO Painted Ronan Dark Blue w/White, Light Grey & Digital.
Qty 1



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: June 10, 2019

Amount: N/A

Budget: N/A

Issue: Petition 18-04 Request from the Kendall County Regional Planning Commission to Amend the Future Land Use Map for Properties Along Route 47 in Lisbon Township

Background and Discussion:

In early 2018, the Kendall County Regional Planning Commission started the process of amending the Future Land Use Map in Lisbon Township for properties located near Route 47 in Lisbon Township.

A public meeting was held in Plattville on February 28, 2018.

A public hearing was held on June 27, 2018.

Following discussion with other Committees and Boards, the Kendall County Regional Planning Commission amended the proposal on February 27, 2019, to remove the majority of the mining area.

The proposal came into its current existence at the July 30, 2019, Planning, Building and Zoning Committee to classify Vulcan's property as urban area.

Record for Petition - https://www.co.kendall.il.us/wp-content/uploads/Petition_18-04.pdf

The draft resolution is attached.

Committee Action:

KCRPC-Approval (Member Shaw voted Present and Member Zubko was absent); ZBA-Denial of the Original Proposal (Did Not Review Current Proposal); PBZ Committee-Neutral Recommendation on a 2-1 vote; Only the PBZ Committee has reviewed the proposal since the reclassification of Vulcan's property.

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning Department

Date: July 12, 2019 (Amended August 16, 2019)

RESOLUTION NUMBER 2019-_____

**A RESOLUTION ADOPTING AN AMENDMENT TO THE KENDALL COUNTY LAND
RESOURCE MANAGEMENT PLAN TO UPDATE THE FUTURE LAND USE PLAN IN
LISBON TOWNSHIP IN THE VICINITY OF ROUTE 47**

WHEREAS, 50 ILCS 805 allows Counties to create and adopt Land Resource Management Plans; and

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

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

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

WHEREAS, the Kendall County Land Resource Management Plan has adopted a Policy, Framework, Planning Goals & Objectives, Management Goals & Objectives, and Land Resource and Management Area Policies for the County; and

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

WHEREAS, Illinois State Route 47 was widened to four lanes in Lisbon Township; and

WHEREAS, the Village of Lisbon adopted a Comprehensive Plan in January 2009 which included proposed land uses along a portion of Illinois State Route 47 in Lisbon Township; and

WHEREAS, the Kendall County Regional Planning Commission, hereinafter be referred to as "Petitioner," believes that future land uses along Illinois State Route 47 will change due to the widening of the highway in Lisbon Township and that the Kendall County Land Resource Management Plan should be amended to incorporate portions of the Village of Lisbon's Comprehensive Plan; and

WHEREAS, on February 28, 2018, Petitioner held a public meeting in the Village of Plattville at 6410 Chicago Road, Yorkville, Illinois to obtain input from the residents of Lisbon Township and two members of the public expressed opposition to the proposal; and

WHEREAS, following due and proper notice by publication in the Kendall County Record not less than fifteen days prior thereto, the Kendall County Regional Planning Commission conducted a public hearing on June 27, 2018, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner presented evidence, testimony, and exhibits in support of the requested amendment and one member of the public asked questions and zero members of the public testified in favor or testified in opposition to the request; and

WHEREAS, 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 met on July 30, 2018, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner presented evidence, testimony, and exhibits in support of the requested map amendment and seven members of the public expressed opposition to the proposal; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has recommended denial of the proposed amendment; and

WHEREAS, based on the evidence, testimony, and recommendation of the Kendall County Zoning Board of Appeals, on February 27, 2019, the Petitioner amended their Petition by reclassify all of the areas shown as mining to agriculture except for those properties already possessing a mining zoning classification; and

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

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

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

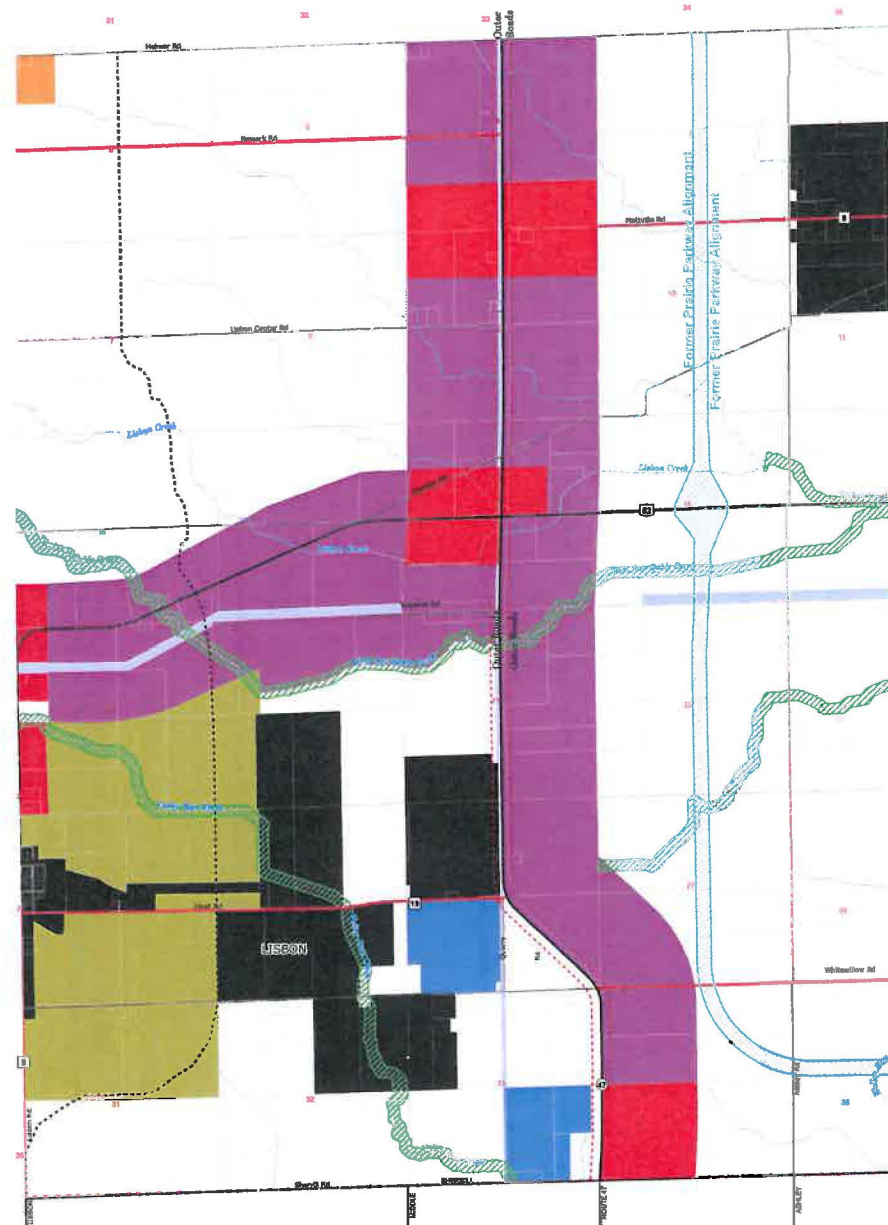
1. The revisions to the Future Land Use Plan of the Land Resource Management Plan, attached hereto as Exhibit A, are hereby adopted as an amendment to the Kendall County Land Resource Management Plan.
2. Any text or maps contained in the Kendall County Land Resource Management Plan in conflict with the attached Exhibit A are hereby repealed.

IN WITNESS OF, this resolution has been enacted by a majority vote of the Kendall County Board and is effective this 27th day of August, 2019.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder



Lisbon Future LRMP Helmar Rd to Sherrill Rd KENDALL COUNTY

- 2019 -

<http://www.co.kendall.il.us>



Legend

- Outer Roads
- Proposed Roadways
- Future LRMP

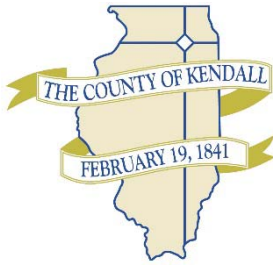
Abbreviation

- Unincorporated Area
- Mixed Use Business
- Public Institutional
- Mining
- Rural Settlements
- Commercial
- Continued Growth Suburban Residential



Kendall County GIS

111 West Fox Street - Room 305
Yorkville, Illinois 60550-1450
618.566-4000



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: July 8, 2019

Amount: N/A

Budget: N/A

Issue: Petition 19-12-Request from Robert Bright on Behalf of the Madison Trust and Castle Bank N A and JoAnn Bright-Theis for a Special Use Permit to Operate a Banquet Center at 10978 Crimmin Road (PINs: 04-29-300-010, 04-29-300-012, 04-30-400-007, 04-30-400-012, 04-30-400-013, 04-30-400-018, 04-30-400-019, 04-31-200-013, 04-32-100-006, and 04-32-100-008) in Fox Township

Background and Discussion:

Record for Petition - <https://www.co.kendall.il.us/wp-content/uploads/Petition-19-12.pdf>

At their meeting on July 11, 2019, the Committee of the Whole referred this proposal back to the Planning, Building and Zoning Committee because of concerns related to Fox Township's dry regulations and a question regarding ordinance enforcement related to previous events at the property.

At their meeting on July 30, 2019, the Planning, Building and Zoning Committee unanimously approved requiring the north and south barn doors be closed by 7:00 p.m. at events with music (Condition I). The Committee approved removing the language of allowing an additional event per weekend with less than fifty (50) people (Condition J) by a vote of three (3) in favor and one (1) in opposition. The Committee approved forwarding the amended proposal to the Committee of the Whole by a vote of two (2) in favor and one (1) in opposition.

The draft ordinance and Fox Township's reasons for opposition are attached.

Committee Action:

ZPAC-Approval with Conditions (Guritz voted Present); KCRPC-Approval with Conditions; ZBA-Approval with Conditions (4-1); Fox Township-Objection Issued on July 22, 2019; Newark-No Comments; Newark Fire Protection-No Comments; PBZ Committee-Approval with Conditions (4-1 July 8, 2019 vote)

Staff Recommendation:

Approval with Conditions

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning Department

Date: July 9, 2019 (Revised July 31, 2019)

ORDINANCE NUMBER 2019-_____

GRANTING A SPECIAL USE PERMIT ON PROPERTY ZONED A-1 AGRICULTURAL FOR A BANQUET FACILITY ON A 38.34 ACRE +/- PARCEL LOCATED AT 10978 CRIMMIN ROAD ON THE PROPERTY IDENTIFIED BY PARCEL IDENTIFICATION NUMBERS 04-29-300-010, 04-29-300-012, 04-30-400-007, 04-30-400-012, 04-30-400-013, 04-30-400-018, 04-30-400-019, 04-31-200-013, 04-32-100-006, AND 04-32-100-008 IN FOX TOWNSHIP

WHEREAS, 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

WHEREAS, 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

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural Zoning District and consists of approximately 38.34 acres located at 10978 Crimmin Road (PINs: 04-29-300-010, 04-29-300-012, 04-30-400-007, 04-30-400-012, 04-30-400-013, 04-30-400-018, 04-30-400-019, 04-31-200-013, 04-32-100-006, and 04-32-100-008) in Fox 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

WHEREAS, the subject property is currently owned by Madison Trust and Castle Bank N A as represented by Robert Bright and JoAnn Bright-Theis has permission to operate a banquet facility on the subject property and shall hereinafter be referred to as “Petitioner”; and

WHEREAS, on or about March 19, 2019, Petitioner filed a petition for a special use permit allowing the operation of a banquet facility at the subject property; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on June 6, 2019, the Kendall County Zoning Board of Appeals conducted a public hearing on July 1, 2019, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner and their representative presented evidence, testimony, and exhibits in support of the requested special use permit and zero members of the public testified in favor, one member of the public testified in opposition, and two members of the public expressed concerns regarding the petition; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the special use permit with conditions as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated July 1, 2019, a true and correct copy of which is attached hereto as Exhibit B; and

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

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

WHEREAS, 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

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

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for a special use permit 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 Site Plan attached hereto as Exhibit C, Landscaping Plan attached hereto as Exhibit D, and Parking Illumination Plan attached hereto as Exhibit E.
 - B. Permanent restroom facilities shall be installed by 2021. When the permanent restroom facilities are installed, the portable bathrooms shown on the attached site plan shall be removed.
 - C. A maximum of two hundred eighty (280) guests in attendance at a banquet center related event may be on the subject property at a given time.
 - D. The subject parcel must follow the site plan configuration with the exception of the right-of-way dedication listed in condition L.
 - E. Off-street parking, lighting and landscaping shall be provided in accordance with the provisions of Section 11 of the Zoning Ordinance.
 - F. 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. Any signage provided will not be illuminated. The owners of the business allowed by this special use permit may install additional non-illuminated traffic directional signs not shown on the approved site plan within their property.
 - G. Retail sales are permitted as long as the retail sales will be ancillary to the main operation.
 - H. 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.

- I. 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. For events with music, the north and south barn doors shall close by 7:00 p.m.
- J. Events shall be held on weekends only and shall conclude by 10:00 p.m. Only one (1) event per weekend may occur. For the purposes of this special use permit, weekends shall be Fridays, Saturdays, Sundays, Mondays, and any Federal or State Holiday falling on a Thursday or Tuesday. Tours of the facility for prospective customers shall be by appointment and could occur outside the listed hours of operation. Setup for events would start at 9:00 a.m. on the day prior to the event and 9:00 a.m. on the day of the event and customers would have one (1) hour to vacate the premises after the conclusion of the event. The facility would close on November 1st and reopen April 1st. The number of events per year shall be capped at thirty (30).
- K. A new certificate of occupancy must be issued for the barn.
- L. Within ninety (90) days of the approval of this special use permit ordinance, the owners of the subject property shall dedicate a strip of land along the entire western boundary of the property at a depth of forty-five feet (45') as measured from the centerline of Crimmin Road to Fox Township to be used as Crimmin Road right-of-way.
- M. No patron or other entity associated with the business allowed by this special use permit shall be allowed to park on Crimmin Road.
- N. The operator(s) of the banquet facility acknowledge and agree to follow Kendall County's Right to Farm Clause.
- O. The operator(s) of the banquet facility allowed by this special use permit shall follow all applicable Federal, State, and Local laws including, but not limited to Fox Township's laws, related to the operation of this type of business.
- P. 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.
- Q. 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.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 27th day of August, 2019.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

Exhibit A

LEGAL DESCRIPTION OF ROBERT BRIGHT TRACT (38.3391 Acres):

That part of the Southwest Quarter of Section 29, that part of the Southeast Quarter of Section 30, that part of the Northeast Quarter of Section 31 and that part of the Northwest Quarter of Section 32, Township 36 North, Range 6 East of the Third Principal Meridian described as follows: Commencing at the Northeast Corner of said Northeast Quarter of Section 31; thence Southerly, along the East Line of said Northeast Quarter, 412.50 feet for a point of beginning; thence West, along a line which is parallel with the North Line of said Northeast Quarter and which forms an angle of $88^{\circ}55'20''$ with the last described course, measured counter-clockwise therefrom, 628.98 feet; thence Northwesterly, along a line which forms an angle of $136^{\circ}30'40''$ with the last described course, measured counter-clockwise therefrom, 506.73 feet to the centerline of Crimmins Road; thence Northeasterly, along said centerline which forms an angle of $105^{\circ}18'51''$ with the last described course, measured counter-clockwise therefrom, 50.50 feet; thence Northeasterly, along said centerline being a tangential curve to the right with a radius of 2300.0 feet, an arc distance of 1058.74 feet; thence Northeasterly, along said centerline which is tangent to the last described curve at the last described point, 299.42 feet; thence Northeasterly, along said centerline being a curve to the left with a radius of 730.0 feet, an arc distance of 8.76 feet to the West Line of said Southwest Quarter of Section 29; thence Southerly, along said West Line, 22.82 feet; thence Southeasterly, along a line which forms an angle of $136^{\circ}53'45''$ with the last described course, measured clockwise therefrom, 1066.40 feet; thence Southeasterly, along a line which forms an angle of $148^{\circ}16'44''$ with the last described course, measured counter-clockwise therefrom, 889.54 feet to a point on a Southerly Line of a Tract conveyed to Robert A. Bright as Trustee of the Robert A. Bright Declaration of Trust by Trustee's Deed recorded as Document 9801248 on February 4, 1998; thence Southwesterly along said Southerly Line which forms an angle of $89^{\circ}59'40''$ with the last described course, measured counter-clockwise therefrom, 197.0 feet to a Southerly Corner of said Bright Tract; thence Northwesterly, along a line which forms an angle of $95^{\circ}37'45''$ with the last described course, measured counter-clockwise therefrom, 359.61 feet to a point on a line drawn Easterly, parallel with the North Line of said Northwest Quarter of Section 32, from the point of beginning and which is 607.20 feet from the point of beginning; thence Westerly, along said parallel line which forms an angle of $107^{\circ}48'12''$ with the last described course, measured clockwise therefrom, 607.20 feet to the point of beginning in Fox Township, Kendall County, Illinois and containing 38.3391 acres.

Exhibit B

FINDINGS OF FACT

*That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. **The 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 Kendall County Sheriff's Department has not submitted comments expressing concerns for public health and safety, based on the information provided by the Petitioners.***

Member Clementi dissented with the above Finding and stated that the proposed special use permit would be detrimental and will endanger the public health.

*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, light created from the proposed use, and increased traffic. Some of the negative impacts of the proposed use on properties in the immediate vicinity could be mitigated by restrictions related to hours and days of operation, and buffering within the ordinance granting the special use permit.***

Chairman Mohr and Member Clementi dissented with the above Finding.

*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's site plan addresses 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. **The site conforms to the regulations of the A-1 Agricultural 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. **True, the proposed use is 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."***

Recommendation

The Kendall County Zoning Board of Appeals recommends approval of the requested special use permit with the conditions:

- A. The site shall be developed substantially in accordance with the attached Site Plan, Landscaping Plan, and Parking Illumination Plan.
- B. Permanent restroom facilities shall be installed by 2021. When the permanent restroom facilities are installed, the portable bathrooms shown on the attached site plan shall be removed.

- C. A maximum of two hundred eighty (280) guests in attendance at a banquet center related event may be on the subject property at a given time.
- D. The subject parcel must maintain a minimum of five (5) acres.
- E. 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)
- F. Off-street parking, lighting and landscaping shall be provided in accordance with the provisions of Section 11 of the Zoning Ordinance.
- G. 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. Any signage provided will not be illuminated. The owners of the business allowed by this special use permit may install additional non-illuminated traffic directional signs not shown on the approved site plan within their property.
- H. Retail sales are permitted as long as the retail sales will be ancillary to the main operation.
- I. 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.

- J. 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. For events with music, barn doors shall close by 7:00 p.m.
- K. Events shall be held on weekends only and shall conclude by 10:00 p.m. Only one (1) event per weekend may occur. For the purposes of this special use permit, weekends shall be Fridays, Saturdays, Sundays, Mondays, and any Federal or State Holiday falling on a Thursday or Tuesday. Tours of the facility for prospective customers shall be by appointment and could occur outside the listed hours of operation. Setup for events would start at 9:00 a.m. on the day of the event and customers would have one (1) hour to vacate the premises after the conclusion of the event. The facility would close on November 1st and reopen April 1st. The number of events per year shall be capped at thirty (30).
- L. A new certificate of occupancy must be issued for the barn.
- M. Within ninety (90) days of the approval of this special use permit ordinance, the owners of the subject property shall dedicate a strip of land along the entire western boundary of the property at a depth of forty-five feet (45') as measured from the centerline of Crimmin Road to Fox Township to be used as Crimmin Road right-of-way.
- N. No patron or other entity associated with the business allowed by this special use permit shall

be allowed to park on Crimmin Road.

- O. The operator(s) of the banquet facility acknowledge and agree to follow Kendall County's Right to Farm Clause.
- P. The operator(s) of the banquet facility allowed by this special use permit shall follow all applicable Federal, State, and Local laws including, but not limited to Fox Township's laws, related to the operation of this type of business.
- Q. 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.
- R. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

The Kendall County Zoning Board of Appeals issues this recommendation by a vote of four (4) in favor, one (1) opposed, and two (2) absent.

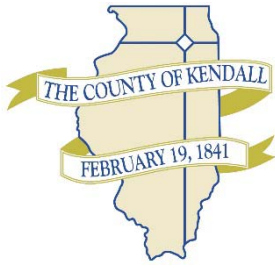
July 1, 2019

124



The National Wildlife Inventory Map depicts a wildlife in the Creek along the Southwest edge of the Subject Property classified as Riverine, Intermittent, Stream Bed and Seasonally Flooded.

80C3	LaMue 300 Loom, 60-100 slopes, arched
80C4	Corpita 300 Loom, 85-100 slopes, arched
14B1	Steynmoet 300 Loom, 85-95 slopes
14B2	Steynmoet 300 Loom, 95-95 slopes
19B4	Duyn 300 Loom, 100-100 slopes
32B0	Fox 300 Loom, 20-40 slopes
80C5	Fox 300 Loom, 40-60 slopes, arched
80C6	Harveston-Corona Corpita, 125-200 slopes
30B0	Wageningen 300 Loom, 0-25 slopes, frequently tapered



Kendall County Agenda Briefing

Committee: Facilities

Meeting Date: July 1, 2019

Amount: \$80,000.00

Budget: \$90,000.00

Issue: Replace section 1 of the Courthouse roof included in the 2019 Capital budget approved by the County Board.

Background and Discussion:

Leaking roof between the old main entrance and through the Southern portion of the Probation Department offices. This roof area is part of the original Courthouse construction from the mid-1990's. The roof has lived out its useful life after having been patched many times.

Committee Action:

Bids were due after the July 1, 2019 FM Committee meeting. Consensus of the committee at that meeting was to ask for this to be added to the County Board agenda on August 27, 2019 if the bids came in under the budgeted amount.

Staff Recommendation:

Approve contract with L Marshall Inc. to replace the Kendall County Courthouse roof section one in the amount of \$80,000.00 including alternate one in the amount of \$11,200.00 for additional area to be replaced.

Note: Contract is the same version of the contract used for the PSC Roof Replacement in 2018.

Prepared by: James K. Smiley - KCFM Director

Department: Kendall County Facilities Management

Date: August 23, 2019