

## **Kendall County Board Board Agenda Adjourned September Meeting**

Kendall County Office Building, 111 W. Fox Street County Board Room 209, Yorkville, IL 60560

Tuesday January 16, 2024, at 9:00am

- Call to Order 1.
- 2. Pledge of Allegiance
- 3. Invocation
- 4. Roll Call:
- 5. Determination of a Quorum
- 6. Approval of Agenda7. Special Recognition
- 8. Public Comment
- 9. Consent Agenda
  - A. Approval of County Board Minutes from December 5, 2023 and December 19, 2023
  - B. Approval of Standing Committee Minutes
  - C. Approval of Claims in an amount not to exceed \$ 2,212,152.42 from 12/30/23 and \$2,244,548.87 from 1/15/2024
  - D. Approval of Kendall Area Transit IL Downstate Operating Assistance (DOAP) Grant Financial Report June 30, 2023
  - E. Approval of Kendall Area Transit Section 5311 Grant Financial Report June 30, 2023
  - F. Approval of Kendall Area Transit Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Financial Report June 30, 2023
  - G. Approval of Resolution Providing for Spring Road Posting of Certain County Highways
  - H. Approval of an Intergovernmental Agreement Between The State of Illinois, Illinois Emergency Management Agency, and County of Kendall
  - Approval of Petition 23-31, A Request from Jorge A. and Hilda G. Montes of a Plat of Vacation of Two Five Foot Drainage and Utility Easements on the Common Boundary Line of Lots 27 and 28 in Grove Estates Subdivision More Commonly Known as 7216 and 7180 Roberts Court, Oswego and Identified by Parcel Identification Numbers 06-08-101-013 and 06-08-101-014 in Na-Au-Say Township; Properties are
  - Approval of a Contract for Engineering Review, Inspection and Consultation Services with WBK Engineering, LLC, For a Period of Two Years With Optional Subsequent One Year Renewal Periods, Including Increasing the Initial Required Stormwater Escrow Deposit from \$1,200 to \$2,500
  - K. Approve Chicago HIDTA Finance Specialist Contract with Kendall County as the Fiduciary Agent effective February 1, 2024 through February 2, 2026, in the annual amount of \$74,746.00 with an annual increase as set by congress for cost of living.
  - Approve Chicago HIDTA Finance Specialist Contract with Kendall County as the Fiduciary Agent effective February 1, 2024 through February 2, 2026, in the annual amount of \$74,746.00 with an annual increase as set by congress for cost of living.
  - M. Approval of Purchase of Personal Related Property Related to the Acquisition of 101 W. Fox St.,
  - N. Approval of Contingency Reduction No. 4 Lite Construction: \$2,141,504 (\$1,596 increase) Plainfield Grading \$612,412 (\$13,463 + \$98,573 increases) Midwestern Concrete: \$32,000 (\$32,000 increase)
- 10. Old Business
- 11. New Business
- 12. Elected Officials and 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
  - ١. **Regional Office of Education**
  - J. **EMA**
  - VAC
- 13. Standing Committee Reports
  - A. Finance & Budget -
    - 1. Approval of Case Management Software and Digital Evidence Storage
  - B. Highway -
    - 1. Approval of Intergovernmental Agreement between Kendall County, the Village of Oswego, and Oswegoland Park District relating to the installation of traffic signals at Plainfield Road and Woolley Road, Section 23-00172-00-TL
    - Approve Bonnell Industries, Inc. Complete Snow Fighter Package "Standard Level" Tandem Axle Class in the amount of \$135,433.67 for 2024 truck and \$141,545.72 for 2025 truck

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

- 14. Special Committee Reports
- 15. Liaison Reports
- 16. Other Business
- 17. Chairman's Report

#### **Appointments**

Bobby J. Richardson (remaining term of Jim Jensen) - Board of Health - March 2024
Darin Peterson (Primary) - KenCom Executive Board (Bristol Kendall Fire District)
Jeremy Messersmith (Alternate) - KenCom Executive Board (Bristol Kendall Fire District)
Josh Flanders (Primary) - KenCom Executive Board (Oswego Fire District)
Cliff Fox - Zoning Board of Appeals (Kendall) - 5-year term - January 2029
Tom Fletcher - Lisbon-Seward Fire District - April 2025

- 18. Public Comment
- 19. Questions from the press
- 20. Executive Session
- 21. Adjournment

### **MINUTES**

#### **KENDALL COUNTY**

#### **ZONING BOARD OF APPEALS MEETING**

111 WEST FOX STREET, COUNTY BOARD ROOM (ROOMS 209 and 210) YORKVILLE, IL 60560

October 30, 2023 – 7:00 p.m.

#### **CALL TO ORDER**

Chairman Randy Mohr called the Zoning Board of Appeals meeting to order at 7:00 p.m.

#### **ROLL CALL:**

Members Present: Cliff Fox, Tom LeCuyer, Randy Mohr, Dick Thompson, Dick Whitfield and Jillian

Prodehl

Members Absent: Scott Cherry

Staff Present: Matthew Asselmeier, AICP, CFM, Director and Wanda Rolf, Administrative Assistant

Others Present: Jeffery D. Milroy, Jesse Sexton, and Daniel Nagel

#### **MINUTES:**

Member LeCuyer made a motion, seconded by Member Fox, to approve the minutes of the October 2, 2023, hearing/meeting.

With a voice vote of six (6) ayes, the motion carried.

#### **PETITIONS**

The Zoning Board of Appeals continued their review and re-opened the public hearing of Petition 23-26 at 7:01 p.m.

#### Petition 23 – 26 – Jeffery D. Milroy on Behalf of Milroy Farms, LLC

Request: Renew a Special Use Permit for a Composting Facility

PIN: 02-08-100-006

Location: 1270 E. Beecher Road, Bristol in Bristol Township

Purpose: Petitioner Wishes to Renew Special Use Permit for Composting Facility; Property is

Zoned A-1 with a Special Use Permit

Mr. Asselmeier provided an update from the October 2, 2023, hearing.

At the October 2, 2023, hearing, the Board voted to continue the hearing until October 30, 2023, in order to give the Petitioner time to obtain accurate topographic information, proposed site layout, and proposed building location. The site plan that the Petitioner presented at the October 2<sup>nd</sup> hearing was provided.

Following the October 2<sup>nd</sup> hearing, several emails were exchanged between the Petitioner and Staff. Included in this correspondence, on October 24, 2023, the Petitioner instructed Staff to send the revised site plan that was submitted at the August 28<sup>th</sup> hearing to WBK Engineering for stormwater review. WBK Engineering hoped plans to complete their review and submit comments prior to the October 30<sup>th</sup> hearing, but that did not occur.

On October 25, 2023, the Petitioner submitted a phase-in plan, which was provided. As noted at the bottom of the phase-in plan, this information will be provided to the Petitioner's engineer and WBK Engineering. Due to the late submittal of information, WBK Engineering did not have an opportunity to review this information.

Also, the Petitioner stated in their emails that an EPA violation had occurred at the property. The Kendall County Solid Waste Coordinator elaborated on the violation. The emails with the Petitioner and the email with the Kendall County Solid Waste Coordinator was provided.

The minutes of the August 28, 2023, hearing were provided.

Before issuing a recommendation, Staff would like to see a revised site plan with the information outlined in the phase-in plan included and review comments from WBK Engineering.

Chairman Mohr asked if the Petitioner was going back to the original site plan. Mr. Asselmeier responded that this is a second site plan which was submitted at the August 28, 2023, hearing. This site plan meets all definitions of a complete application and the Petitioner can present this proposal for approval.

Chairman Mohr asked if there would be the same setbacks to drainage district. Mr. Asselmeier responded this property was not included in the lawsuit so he can keep the setbacks that he proposed. If there is a lawsuit in the future the petitioner can fight the lawsuit.

Chairman Mohr asked how many feet was the setback. Mr. Asselmeier responded it has to be (60') sixty-foot from the centerline. Also, there has to be a determination of the location of the centerline.

Member LeCuyer asked if the parties on either side were having the same setback issues as the petitioner. Mr. Asselmeier responded that he does not know if either party was included in the lawsuit. If they were, they would have to comply with the same (60') sixty-foot setback. If not, they would require normal setback.

Member Prodehl asked, since WBK Engineering has not submitted the drainage information, would the Petitioner need to obtain an amendment at a later date. Mr. Asselmeier replied WBK did not complete reviewing the site plan. There is the potential there would need to be an amendment at a later date.

Chairman Mohr reopened the public hearing at 7:05 p.m.

Chairman Mohr swore in Jesse Sexton, Jeffery Milroy, and Daniel Nagel. ZBA Meeting Minutes 10.30.23

Daniel Nagel, the property owner to the east of the subject property, was concerned with the three (3) piles of material. The finished pile, the unfinished pile, and the pile of waste. He stated that some of the material was splitting the line between the County and the City of Yorkville. He asked who would clean-up the piles. Mr. Asselmeier stated it depends on where the piles of materials were located. If the piles are in the unincorporated area and they comply with the approved special use permit they are fine. If they are in Yorkville and the special use permit ended, Yorkville could proceed to enforce their regulations regarding the piles.

Chairman Mohr spoke about tipping fees. The Petitioner stated he already paid tipping fees once. Also, Chairman Mohr stated that Kendall County would be asked to waive the tipping fees. Ultimately, the decision to waive tipping fees would be up to the County Board.

Mr. Nagel would like to get this resolved because he was installing solar panels.

Mr. Nagel asked if the permit for Green Organics was expired. Mr. Asselmeier stated that the special use permit runs with the land, not with Green Organics or Midwest Materials, on the Kendall County side. He could not speak about issues on the Yorkville side. If there is a violation of a special use permit on the County's side, the citation would be issued to the owner of record.

Mr. Nagel stated he would not have bought the land if he knew the regulations.

Mr. Asselmeier stated that Yorkville can cite the owner on record.

Chairman Mohr adjourned public hearing at 7:12 p.m.

Chairman Mohr asked if there were any questions regarding the proposed the Findings of Fact. Mr. Asselmeier responded that parking stall depth in the 4<sup>th</sup> finding related to variances was not addressed. That issue would have to be addressed in the conditions. The Petitioner was not asking for variances.

Chairman Mohr asked how hard it would be to map the amount of land under the lawsuit for the (60') sixty-foot setback. Mr. Asselmeier replied that the Petitioner was not party to the lawsuit and the centerline location would still need to be determined. Chairman Mohr noted that the drainage district had already won a lawsuit. They could sue the Petitioner and the Petitioner would have account for the (60) sixty-foot setback in the site plan. Mr. Asselmeier stated court never recorded that setback.

Jesse Sexton mentioned that there is already a (30') thirty-foot setback. The branch along the western end of the subject property was not a main artery of Rob Roy Creek. Mr. Sexton stated lawsuit has nothing to do with the Petitioner. Chairman Mohr acknowledged that the land that was party to the lawsuit was along the main branch of Rob Roy Creek.

Chairman Mohr asked if Mr. Milroy knew the risks of installing a pond. Mr. Milroy responded that he is aware of the risks and stated he would prefer to have a smaller pond.

The proposed Findings of Fact based on the site plan submitted for the August 28, 2023, hearing, not including the phase-in plan, were as follows:

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 operation is controlled by the Illinois EPA and inspected regularly by the Health Department and they have not found anything to endanger the public health, safety, morals, comfort, or general welfare.

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 makes 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 operation has been open since 1993 with some minor debris issues a long time ago and since then there have been no complaints or issues. Reasonable restrictions may be placed in the special use permit to address hours of operation, dust, and odor control measures. No evidence has been provided suggesting that property values have declined in the area since the facility commenced operations.

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The special use will not be adding any new utilities or roadways to the property. They will use the current access point onto Beecher Road which has a gate which will be closed unless the operation is open. State law and the Kendall County Zoning Ordinance require a Surface Water Management Plan.

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. This is true; no variances are requested, if the parking stalls depth are corrected.

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. This operation existed before the Land Resource Management Plan existed and the plan calls for the area to be residential which it could be when/if this operation ever ceases to exist.

Member Whitfield made a motion, seconded by Member Fox, to approve the Findings of Fact.

The votes were as follows:

Ayes (6): Fox, LeCuyer, Mohr, Prodehl, Thompson, and Whitfield

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

ZBA Meeting Minutes 10.30.23

#### Absent (1): Cherry

The motion passed.

Chairman Mohr asked if the shed was still on the site plan. Mr. Asselmeier replied it was in the plan. The exact location was not determined. The Petitioners were allowed to install (1) one building (60'X80') sixty feet by eighty feet with a maximum height of (24') twenty-four feet. The Petitioner would need to obtain a building permit noting the specific location, per the proposed conditions of the special use permit.

Chairman Mohr asked if a sprinkler system was required. Mr. Asselmeier replied that it is up to the individual fire department. The proposed building was likely smaller than the threshold for a sprinkler system as required by the Bristol-Kendall Fire Protection District.

Member Thompson asked if approving the special use permit without engineering information would make Kendall County liable. Mr. Asselmeier stated no; the Petitioner would need to obtain a stormwater permit. If the Petitioner needs to change the site plan in the future, an amendment would be needed.

Mr. Milroy asked about including the phase-in plan. Mr. Asselmeier noted that the phase-in plan was partially included in the site plan and a proposed condition existed stating that changes to the decommissioning plan had to be reported to the County within (30) thirty days.

The proposed conditions were as follows:

- The facility shall comply with the conditions as they are listed in the applicable sections of the Kendall County Zoning Ordinance related to the composting of landscape waste and food waste, subject to the following:
  - a. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in the applicable sections of the Kendall County Zoning Ordinance.
  - b. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
  - c. The hours during which landscape waste may be received shall be 7:00 a.m. to 4:00 p.m. on Monday through Fridays and 7:00 a.m. to Noon on Saturdays. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
  - d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
  - e. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing

- shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- f. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- g. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
- h. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface Water Management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
- i. Truck weights shall be limited to seventy-three thousand, two hundred eighty (73,280) pounds.
- j. The operator shall provide weight receipts to Kendall County.
- k. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner's permission.
- Implement strategies to manage potential odor issues such as maintaining proper carbon tonitrogen ratios, maintaining moisture levels, and sufficient turning of compost piles to enhance decomposition.
- m. Install water spraying systems or dust suppression equipment at critical points of dust generation. Regularly monitor moisture content and use sprinkler systems or misters to dampen the compost as needed.
- The facility will be permitted to take in one hundred seventy-five thousand (175,000) cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings, grass and food waste). (Amended after ZPAC)
- 3. The site shall be developed substantially in accordance with the site plan (Attachment 4A) provided that the parking stalls conform to the requirements of the Kendall County Zoning Ordinance and the owners of the business allowed by the special use permit may erect one (1) building a maximum of sixty foot by eighty foot (60'X80') in size with a maximum height of twenty-four feet (24') on the property, and the site plan shall be kept on file as "Exhibit A" attached hereto. (Amended at RPC)

- 4. A fifteen foot (15') buffer and a berm will be provided between the composting area and the United City of Yorkville's boundary to the east. The berm will be at least fifteen feet (15') wide and three feet (3') high. A twenty-five foot (25') wide berm at least three feet (3') in height will be provided near the western and northern property lines. The buffer landscaping will be composed primarily of pine, fir, and/or shade trees planted at spacing not to exceed forty feet (40') apart. Seedlings will be a minimum of six inches (6") in height. Specimen seedlings will be planted and the berm will be constructed within one (1) year of issuance of the special use permit ordinance. The Kendall County Planning, Building and Zoning Committee may grant an extension to the deadline to install the berms and landscaping. (Amended at RPC and after ZBA)
- 5. The facility operator shall maintain existing plantings on the berm and ditch.
- 6. The facility operator shall maintain the security gate, signage, and landscaping as indicated on "Exhibit B" attached hereto. The locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
- 7. The facility operator shall maintain a sampling schedule as shown on "Exhibit C" attached hereto dated March 11, 2008.
- 8. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility. The phone number of the County Solid Waste Coordinator shall be added to a sign on the property that is visible from the street. (Amended at ZBA)
- 9. This special use Ordinance shall expire on December 1, 2033, and the petition for renewal shall be made prior to July 1, 2033.
- 10. If any Illinois Environmental Protection Agency (IEPA) violations or citations are received by the site operator/manager and/or parcel owner/manager, they need to be submitted to the County Solid Waste Coordinator within thirty (30) days.
- 11. The operator of the business allowed by the special use permit shall follow the Decommissioning Plan as described in Exhibit D. The operator shall assume all of the responsibilities assigned to Green Organics in the plan. The Decommissioning Plan shall be kept on file in the site trailer office per EPA requirements and will be accessible to the Kendall County Health Inspector. The operator of the business allowed by the special use permit shall update the Kendall County Health Department within thirty (30) days of changes to the Decommissioning Plan.
- 12. The operator of the business allowed by the special use permit shall notify the Kendall County Planning, Building and Zoning Department within thirty (30) days of changes in operation manager. In addition, the operator of the business allowed by this special use permit shall provide contact information of the management operator annually by July 1<sup>st</sup>.

- 13. The operator of the business allowed by the special use permit shall ensure a host community agreement is in existence with the County prior to operations.
- 14. Ordinance 2014-04 and all previous special use permits and amendments to special use permits related to the operation of composting facility on the subject property are hereby repealed in their entireties.
- 15. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment. (Deleted at ZPAC)
- 16. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
- 17. Any structures constructed, installed, or used related to the business allowed by this special use permit on the property shall not be considered for agricultural purposes and must secure applicable building permits.
- 18. At least one (1) water truck shall be onsite for dust control purposes. (Added after ZPAC)
- 19. The operator of the business allowed by this special use permit shall track wind direction and speed daily and add amendments to the composting materials if windrows are turned with winds blowing towards populated areas. (Added after ZPAC)
- 20. The owners and operators of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
- 21. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
- 22. 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.
- 23. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
- 24. This special use permit shall be treated as a covenant running with the land and are binding on the successors, heirs, and assigns as to the same special use conducted on the property.

Member LeCuyer made a motion, seconded by Member Prodehl, to approve the conditions proposed by Staff.

The votes were as follows:

Ayes (6): Fox, LeCuyer, Mohr, Prodehl, Thompson, and Whitfield

Nays (0): None

Abstain (0): None Absent (1): Cherry

The motion passed.

Chairman Mohr noted the lack of a report by the Stormwater Engineer and he wanted to make sure that it was known the setbacks on the of the Petitioner's land were reviewed and were not in the main branch of the Rob Roy Creek. The Petitioner currently had a (30') thirty-foot setback.

Member LeCuyer made a motion, seconded by Member Fox, recommend approval of the special use permit assuming a positive review of Kendall County Stormwater Engineer and noting the setbacks from the branch of the Rob Roy Drainage District.

The votes were as follows:

Ayes (6): Fox, LeCuyer, Mohr, Prodehl, Thompson, and Whitfield

Nays (0): None Abstain (0): None Absent (1): Cherry

The motion passed.

This proposal will go to the Planning, Building and Zoning Committee on November 13, 2023.

The Zoning Board of Appeals completed their review of Petition 23-26 at 7:36 p.m.

#### **NEW BUSINESS/OLD BUSINESS**

Mr. Asselmeier stated the deadline for applications is November 17, 2023, for the December 18, 2023, Zoning Board of Appeals hearing.

#### REVIEW OF PETITIONS THAT WENT TO PLANNING BUILDING AND ZONING

None

#### **PUBLIC COMMENTS**

None

#### **ADJOURNMENT OF THE ZONING BOARD OF APPEALS**

Member Whitfield made a motion, seconded by Member Prodehl to adjourn.

With a voice vote of six (6) ayes, the motion carried.

The Zoning Board of Appeals meeting adjourned at 7:39 p.m.

The next regularly scheduled meeting/hearing will be on December 18, 2023.

Respectfully submitted by, Wanda A. Rolf Administrative Assistant

## Exhibit

1. Memo on Petition 23-26 Dated October 26, 2023



# KENDALL COUNTY ZONING BOARD OF APPEALS OCTOBER 30, 2023

In order to be allowed to present any testimony, make any comment, engage in cross-examination, or ask any question during this public hearing, you must enter your name, address, and signature on this form prior to the commencement of the public hearing. By signing this registration sheet, you agree that you understand that anything you say will be considered sworn testimony, and that you will tell the truth, the whole truth and nothing but the truth.

NAME	ADDRESS	SIGNATURE
Dsv Nogl-		
0111082001		



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

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

(630) 553-4141

Fax (630) 553-4179

## Petition 23-26 Jefferey D. Milroy on Behalf of Milroy Farms, LLC A-1 Special Use Permit for Composting of Landscape and Food Waste

#### UPDATE FROM OCTOBER 2ND HEARING

At the October 2, 2023, hearing, the Board voted to continue the hearing until October 30, 2023, in order to give the Petitioner time to obtain accurate topographic information, proposed site layout, and proposed building location. The site plan that the Petitioner presented at the October 2<sup>nd</sup> hearing is included as Attachment 13.

Following the October 2<sup>nd</sup> hearing, several emails were exchanged between the Petitioner and Staff. Included in this correspondence, on October 24, 2023, the Petitioner instructed Staff to send the revised site plan that was submitted at the August 28<sup>th</sup> hearing (Attachment 4A) to WBK Engineering for stormwater review. WBK Engineering plans to complete their review and submit comments prior to the October 30<sup>th</sup> hearing; this information will be distributed at the hearing.

On October 25, 2023, the Petitioner submitted a phase-in plan, which is included as Attachment 17. As noted at the bottom of the phase-in plan, this information will be provided to the Petitioner's engineer and WBK Engineering. Due to the late submittal of information, WBK Engineering may not have an opportunity to review this information.

Also, the Petitioner stated in their emails that an EPA violation had occurred at the property. The Kendall County Solid Waste Coordinator elaborated on the violation. The emails with the Petitioner are included as Attachment 14 and the email with the Kendall County Solid Waste Coordinator is included as Attachment 15.

The minutes of the August 28, 2023, hearing were added as Attachment 16.

Before issuing a recommendation, Staff would like to see a revised site plan with the information outlined in the phase-in plan included and review comments from WBK Engineering.

#### **UPDATE FROM AUGUST HEARING**

At the August hearing, information was provided regarding a court order right-of-way for the Rob Roy Drainage District. Upon review, the subject property was not included in the list of impacted properties mentioned in the court order. Accordingly, the revised site plan (Attachment 4A) remains the official site plan.

The parking stall size issued has not been resolved and no variance has been requested.

No comments have been received regarding stormwater review.

None of the reports required by the State have been submitted.

The proposed Host Community Agreement has been added as an attachment (Attachment 12).

Condition 4 was amended to include information about the northern and western berms.

Condition 8 was amended to include a requirement to have contact information for the Kendall County Solid Waste Coordinator included on the sign.

#### INTRODUCTION

On March 19, 2014, through Ordinance 2014-04, the County Board granted a special use permit, with conditions

for the operation of a composting facility at the subject property. Ordinance 2014-04 required the property owner to submit a renewal prior to July 1, 2023, or the special use permit would expire on December 1, 2023. The property owner submitted the required renewal on June 30, 2023.

The subject property has operated as a composting facility since 1993.

The Petitioners are requesting the special use permit for the approximately thirty-nine point eight-seven (39.87) acres located in the unincorporated area. They are not renewing the special use permit for operations inside the United City of Yorkville. This reduces operations from approximately fifty-eight (58) acres.

The Host Community Agreement also expires in 2023. The Planning, Building and Zoning Committee met on July 10, 2023, to discuss renewing the agreement. They requested additional information regarding the amount of and types of materials coming into and out of the property. The Petitioner answered those questions at the Planning, Building and Zoning Committee meeting on August 7, 2023, and the proposed Host Community Agreement was forwarded to the State's Attorney's Office for review. The proposed Host Community Agreement is included as Attachment 12.

Green Organics is no longer associated with the property.

The application materials are included as Attachment 1. Ordinance 2014-04 is included as Attachment 2. The plat of survey is included as Attachment 3. The business plan, including the original submitted site plan and landscaping plan, is included as Attachment 4. The decommissioning plan is included as Attachment 5.

On August 17, 2023, the Petitioner submitted a revised site plan, included as Attachment 4A.

The original submitted site plan and the revised site plan do not match the approved site plan on file with the Illinois Department of Natural Resources. This site plan is included as Attachment 9.

#### SITE INFORMATION

PETITIONERS: Jefferey D. Milroy on Behalf of Milroy Farms, LLC

ADDRESS: 1270 E. Beecher Road, Bristol

LOCATION: East Side of E. Beecher Road Approximately 0.5 Miles South of Galena Road on the East Side of the Road



Approved Special Use in 2014



Proposed Special Use Area

Township: Bristol

PARCEL: 02-08-100-006

LOT SIZE: 40 +/- Acres

EXISTING LAND Agricultural/Composting Facility

USE:

ZONING: A-1 with a Special Use Permit

LRMP:

Future	Suburban Residential (Max. 1.00 DU/Acre) and Mixed Use Business
Land Use	Along Beecher Road (County)
	Estate/Conservation Residential (Yorkville)
Roads	E. Beecher is a Local Road maintained by Bristol Township.
Trails	There is a proposed trail on E. Beecher Road.
Floodplain/ Wetlands	There are no floodplains on the property. There is a wetland on the extreme northwest corner of the property.

REQUESTED Special Use Permit for a Composting Facility ACTIONS:

APPLICABLE Section 7:01.D – A-1 Special Uses REGULATIONS: Section 13:08 – Special Use Procedures

#### **SURROUNDING LAND USE**

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Agricultural	A-1 (County)	Suburban Residential (County) Estate/Conservation Residential (Yorkville)	A-1 (County) R-3 Planned Unit Development (Yorkville)
South	Agricultural	A-1 SU and M-2 (County)	Suburban Residential and Mixed Use	A-1 SU and M-2 (County)

ZBA Memo – Prepared by Matt Asselmeier – October 26, 2023

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			Business (County) Estate/Conservation Residential (Yorkville)	
East	Agricultural	R-2 Planned Unit Development and R-2, R-4, B-3 Planned Unit Development (Yorkville)	Urban Area (County) Estate/Conservation Residential (Yorkville)	Various Residential Planned Unit Developments (Yorkville)
West	Manufacturing	M-2 and M-3 SU (County)	Suburban Residential and Mixed Use Business (County) Estate/Conservation Residential (Yorkville)	A-1, A-1 SU, M-1, M-2, and M-3 SU (County)

The A-1 SU to the south was for gravel mining. The M-3 SU to the west was for asphalt production.

#### **PHYSICAL DATA**

#### **ENDANGERED SPECIES REPORT**

EcoCAT Report was submitted on June 22, 2023. The Mottled Sculpin and Rusty Patch Bumble Bee were in the vicinity. The Illinois Department of Natural Resources recommended that work that disturbs the ground or removes flowering plants be done between October 1<sup>st</sup> and April 1<sup>st</sup>. If work occurred outside of the dates listed, a Rusty Patch Bumble Bee survey should be conducted by a qualified biologist, with the results forwarded to the Illinois Department of Natural Resources. The consultation also noted that coordination with the United States Fish and Wildlife Service may be necessary. The consultation also contained suggestions for lighting. The consultation was closed if the recommendations related to the Rusty Patch Bumble Bee were implemented, see Attachment 1, Pages 19-25.

The Petitioner was not agreeable to either recommendation related to the Rusty Patch Bumble Bee. The Illinois Department of Natural Resources said if that if the Petitioner impacted the Rusty Patch Bumble Bee, that would be problematic.

#### **NATURAL RESOURCES INVENTORY**

The NRI Application was submitted on June 20, 2023. The LESA score was 175, indicating a low level of protection, see Attachment 1, Pages 12-18.

#### **ACTION SUMMARY**

#### **BRISTOL TOWNSHIP**

Petition information was sent to Bristol Township on July 19, 2023.

#### **UNITED CITY OF YORKVILLE**

Prior to formal application submittal, Staff contacted Yorkville regarding potential comments on the application. Yorkville requested the following items:

- 1. A thirty foot (30') wide buffer with a berm at least three feet (3') in height and consisting of two (2) shade trees, five (5) evergreen trees, and three (3) ornamental trees per one hundred (100) linear feet of buffer; they favored a minimum fifteen (15') foot wide buffer.
- 2. Odor control regulations including using an ASTM certified portable olfactometer, notification by the County to the property owner/business operator within two (2) business days of findings, and a

requirement that the property owner/business operator respond within five (5) business days of receiving the notice with corrective action steps. Yorkville's performance standards related to odor were submitted to the County.

- 3. A condition that the property owner/business operator submit a written response within seven (7) days of receiving a complaint for a non-odor violation outlining steps taken to correct the issue of the complaint.
- 4. The submission of a detailed decommissioning plan.
- 5. A requirement that notification of operation management changes and contact information be updated annually with the County.

Staff has concerns regarding the requested procedure of enforcement because the requested method presently contradicts the County's current voluntary compliance policy and the regular procedures for handling alleged violations in the Zoning Ordinance. Also, the County does not presently own an olfactometer. Lastly, the Illinois Environmental Protection Agency has rules regarding complaints.

Yorkville's email and Staff's response were included as Attachment 6.

The Petitioner was agreeable to certain landscaping, the submission of a decommissioning plan, the request regarding change of management and updated contact information.

Petition information was sent to the United City of Yorkville on July 19, 2023.

The August Yorkville Economic Development Committee and Planning and Zoning Commission meetings were cancelled. The proposal was reviewed at the Yorkville City Council meeting on August 8, 2023, with no comments, and was reviewed again at the August 22, 2023, Yorkville City Council meeting. The Yorkville City Council recommended approval of the proposal. A memo from the United City of Yorkville on the steps they would take to address odor complaints was included as Attachment 10.

#### **BRISTOL-KENDALL FIRE PROTECTION DISTRICT**

Petition information was sent to the Bristol Kendall Fire Protection District on July 19, 2023.

#### **ZPAC**

The Kendall County ZPAC reviewed the proposal at their meeting on August 1, 2023. Discussion occurred regarding odor control measures. The Committee did not believe that using an olfactometer, as Yorkville recommended, was practical. The Committee favored requiring the operator of the business allowed by the special use permit to track wind daily, avoid turning the windrows when the wind was blowing to populated areas, and adding an amendment to the windrows in cases when turning was necessary and the wind was blowing towards populated areas. The Committee expressed little concern regarding the Illinois Department of Natural Resource's recommendation related to the Rusty Patch Bumble Bee. The Committee was concerned about runoff. Discussion occurred regarding the definition of food scraps; food scraps were collected from grocery stores and include items that were composted at homes. A recommendation regarding equipment at the property being classified as nonagricultural was removed. ZPAC recommended approval of the proposal with the removal of the condition related to the classification of equipment and add a requirement requiring the operator of the business to track wind direction and speed daily and add amendments to the composting materials if windrows are turned with winds blowing in unfavorable directions by a vote of six (6) in favor and zero (0) in opposition with four (4) members absent. The minutes of the meeting were included as Attachment 8.

#### **RPC**

The Kendall County Regional Planning Commission reviewed the proposal at their meeting on August 23, 2023. Discussion occurred regarding the tipping fee; this fee is set in the host agreement. Discussion occurred related to bonding and the decommissioning plan. The bonding figure and the decommissioning plan must be approved by the State. Discussion occurred related to odors; few

residential land uses were located nearby even though the properties inside Yorkville were zoned residential. A neighboring property owner in Yorkville plans to install solar panels on their property. Discussion occurred regarding food scraps; a maximum of ten percent (10%) of the materials collected at the property could be food scraps per State regulations. Discussion occurred regarding tracking wind speed and direction; the Petitioner was opposed to the restriction related to not turning windrows or adding amendments to the materials when the wind was blowing towards populated areas. The Kendall County Regional Planning Commission recommended approval of the proposal with the revised site plan (Attachment 4A) as the official site plan by a vote of six (6) in favor and zero (0) in opposition with four (4) members absent. The minutes of the meeting were included as Attachment 11.

#### **ZBA**

The Kendall County Zoning Board of Appeals initiated a public hearing on this proposal on August 28, 2023. Discussion occurred regarding the bonding; the bond is filed with the State. The Petitioner might obtain approval of the special use permit, but need to amend the special use permit in the future depending on State approval of various plans. The suggestion was made to add the phone number of the Kendall County Solid Waste Coordinator to the sign. Discussion occurred regarding moving piles of materials from properties inside Yorkville to subject property. The Petitioner was opposed to the restriction related to not turning windrows when the wind was blowing towards populated areas or adding amendments. The heights of piles would be determined by the stormwater permit for the property. Information was presented regarding a sixty foot (60') right-of-way from the center of the Rob Roy Creek which was obtained by court order and assigned to the Rob Roy Drainage District. The right-of-way would impact the layout of the site. The Zoning Board of Appeals continued the public hearing to October 2, 2023, by a vote of six (6) in favor and zero (0) in opposition with one (1) member absent.

#### **GENERAL INFORMATION**

Per Section 7:01.D.20 of the Kendall County Zoning Ordinance, composting businesses can be special uses on A-1 zoned property subject to the following conditions:

- 1. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in Title 35, Subtitle G, Chapter 1, Subchapter 1, Part 830, Standards for compost facilities.
- 2. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
- 3. The hours during which landscape waste may be received shall be 7:00am to 4:00pm Monday through Friday and 7:00am to 12:00 noon Saturday. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
- 4. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
- 5. A locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
- 6. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- 7. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- 8. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.

- 9. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface Water Management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
- 10. Truck weights shall be limited to seventy-three thousand, two hundred eighty (73,280) pounds.
- 11. The operator shall provide weight receipts to Kendall County.
- 12. Off-site debris and trash generated by the site must be cleaned-up daily on surrounding properties with the owner's permission.
- 13. Other conditions as appropriate for the particular facility.

The Petitioner is agreeable to conditions 1-12.

#### **BUSINESS OPERATIONS**

When the special use permit was originally granted in the 1990s, they were originally allowed to process one hundred fifty thousand (150,000) cubic yards of source separated landscape materials. This number was increased to one hundred seventy-five thousand (175,000) cubic yards in 2014.

Starting in 2010, the facility was allowed to accept food scraps.

The original site plan (Attachment 4, Page 3) showed several twenty-five foot (25') wide windrows. These windrows are separated by ten foot (10') foot driving aisles. Most of the windrows are eight feet (8') tall or less in height.

The revised site plan (Attachment 4A) shows thirty-four (34) windrows. No information was provided regarding driving aisles. Windrows might extend to the cultivation line. Final elevations will change for composting surface depending on excavated materials used for the pond.

Bulk agent storage areas separate the east and west windrow areas.

Both site plans show one (1) final cure storage area, one (1) grinding and blending concrete pad, and one (1) receiving pad. No information was provided regarding the dimensions of these areas.

As noted previously, the hours when landscape waste can be received are between 7:00 a.m. and 4:00 p.m. on Mondays through Fridays and 7:00 a.m. until Noon on Saturdays. Processing operations may continue for a maximum three (3) additional hours.

As noted in the Decommissioning Plan (Attachment 5), the site will be converted back to farming within five (5) months, this includes the removal materials, grading, seeding, and removal of all structures. The Petitioner planned to reevaluate the Decommissioning Plan.

No information was provided regarding the number of employees at the property.

The use has been at the property since 1993.

There have not been any founded complaints against the property in recent years.

#### **BUILDINGS AND BUILDING CODES**

One (1) approximately four hundred twenty (420) square foot office trailer is shown on the plan near the southeast corner of the site.

After the ZPAC meeting, the Petitioners indicated that they may install another building on the property. On the revised site plan (Attachment 4A), one (1) sixty foot by eighty foot (60'X80') building was shown. This structure was twenty-four feet (24') tall. The building would be used for storage of equipment. The final location of the building was undetermined.

#### **ENVIRONMENTAL HEALTH**

The property is served by a well and septic. The well is located at the southeast corner of the property.

The Petitioner is agreeable to the requirements related to water samples and soil samples, inspection and testing, and submitting copies of the State permit, operational plan, surface water management plan, pest control plan, site drawings, annual report, and decommissioning plan. The Petitioner is also agreeable to providing weight receipts to Kendall County.

The Solid Waste Coordinator shall maintain a log of complaints received on the facility.

Sampling schedules are noted in the business plan (Attachment 4, Page 6).

Though not shown on the site plan, a dumpster is located on the property. The business plan (Attachment 4, Page 2) notes a requirement to clean-up offsite debris and trash daily on surrounding properties.

NICOR possesses an easement north of the existing driveway.

Overhead utilities run from E. Beecher Road to the office trailer.

#### **STORMWATER**

The property drains to the south and west.

One (1) existing detention basin is shown on the site plan north of parking area. The original site plan also shows one (1) proposed detention basin southwest of the western windrows. One twenty-five foot (25') wide drainage swale is shown west of the western windrows. No information was provided regarding the dimensions of the detention basins or the depth of the drainage swale. The revised site plan shows a much larger water reuse and detention pond.

The Petitioners submitted an application for a stormwater management permit based on the original site plan. WBK submitted comments in a letter dated July 15, 2023, included as Attachment 7. The Petitioner did not respond to WBK's comments. The revised site plan (Attachment 4A) was sent to WBK on August 24, 2023 and instructions were given on October 25, 2023, for WBK to start reviewing the revised site plan. To date, no comments were received.

As mentioned previously, the submitted site plans did not match the site plan on file with the Illinois Department of Natural Resources. The State has not evaluated the impact of the proposed site plans on the Surface Water Management Plan presently on file with the State.

#### **ACCESS**

Per the site plan (Attachment 4, Page 3), the subject property has an asphalt drive to E. Beecher Road.

The Petitioner is agreeable to the truck weight restriction contained in the Kendall County Zoning Ordinance.

#### PARKING AND INTERNAL TRAFFIC CIRCULATION

According to the revised site plan (Attachment 4A), one (1) gravel parking area was shown north of the office trailer and one (1) handicapped accessible parking space was shown east of the office trailer. The total number of park stalls was seven (7). The parking stalls did not meet the minimum depth requirement of twenty feet (20') as outlined in Section 11:02.F.4 of the Kendall County Zoning Ordinance.

The site plan shows one (1) truck turn-around area.

#### **LIGHTING**

No information was provided regarding lighting. Because of the small number of parking spaces, a photometric plan was not required.

#### **SIGNAGE**

According to the business plan (Attachment 4, Page 4), one (1) existing sign is located on the property. The sign is not illuminated. The information on the sign is required per Illinois Environmental Protection Agency rules.

One (1) additional no trespassing sign is located on the interior gate.

#### **SECURITY**

According to the original site plan (Attachment 4, Page 3), there is a fence along the western and northern sides of the property. There is also a fifteen foot (15') wide buffer between the eastern property line and the berm. The business plan (Attachment 4, Pages 1 and 5) references a locked gate. The gate is locked during closed hours, but a lock box is available for emergency response vehicles.

#### **LANDSCAPING**

Per the revised site plan (Attachment 4A), one (1) fifteen foot (15') wide berm is shown near the eastern property line. A twenty-five foot (25') wide berm is shown near the western and northern property lines. Per the business plan (Attachment 4, Page 2), the eastern berm will be three feet (3') in height. Landscaping consisting of pines, fir, and/or shade trees will be planted at spacing not to exceed forty feet (40') apart. Seedling will be a minimum of six inches (6") in height and will be planted within one (1) year of the issuance of the special use permit. The business plan also references maintaining the existing plantings on the berm and ditch and existing landscaping. No information was provided regarding plantings on the western or northern berms or the composition of the existing landscaping and plantings on the property.

#### **NOISE CONTROL**

Per the business plan (Attachment 4, Page 1), noise levels cannot exceed Illinois Pollution Control Board standards.

#### **ODORS**

The business plan (Attachment 4, Page 2) references odor control strategies generally. Illinois Environmental Protection Agency rules requires operators of composting facilities to prepare an odor minimization plan. Staff has requested a copy of this plan.

The Health Department requested that a water truck be onsite for dusty conditions and that the operator be required to chart wind direction and speed daily. The Petitioner was in agreement regarding the water truck condition, but was not in favor of charting wind speeds.

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

This is the only property to have a special use permit for a composting facility in unincorporated Kendall County.

#### **FINDINGS OF FACT**

The proposed Findings of Fact based on the site plan submitted for the August 28, 2023, hearing, not including the phase-in plan, were as follows:

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 operation is controlled by the Illinois EPA and inspected regularly by the Health Department and they have not found anything to endanger the public health, safety, morals, comfort, or general welfare.

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 makes 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 operation has been open since 1993 with some minor debris issues a long time ago and since then there have been no complaints or issues. Reasonable restrictions may be placed in the special use permit to address hours of operation, dust, and odor control measures. No evidence has been provided suggesting that property values have declined in

#### the area since the facility commenced operations.

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The special use will not be adding any new utilities or roadways to the property. They will use the current access point onto Beecher Road which has a gate which will be closed unless the operation is open. State law and the Kendall County Zoning Ordinance require a Surface Water Management Plan.

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. This is true; no variances are requested, if the parking stalls depth are corrected.

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. This operation existed before the Land Resource Management Plan existed and the plan calls for the area to be residential which it could be when/if this operation ever ceases to exist.

#### RECOMMENDATION

The other general conditions and restrictions would be as follows:

- The facility shall comply with the conditions as they are listed in the applicable sections of the Kendall County Zoning Ordinance related to the composting of landscape waste and food waste, subject to the following:
  - a. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in the applicable sections of the Kendall County Zoning Ordinance.
  - b. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
  - c. The hours during which landscape waste may be received shall be 7:00 a.m. to 4:00 p.m. on Monday through Fridays and 7:00 a.m. to Noon on Saturdays. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
  - d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
  - e. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
  - f. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
  - g. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
  - h. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface Water Management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
  - i. Truck weights shall be limited to seventy-three thousand, two hundred eighty (73,280) pounds.
  - j. The operator shall provide weight receipts to Kendall County.

- k. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner's permission.
- Implement strategies to manage potential odor issues such as maintaining proper carbon tonitrogen ratios, maintaining moisture levels, and sufficient turning of compost piles to enhance decomposition.
- m. Install water spraying systems or dust suppression equipment at critical points of dust generation. Regularly monitor moisture content and use sprinkler systems or misters to dampen the compost as needed.
- The facility will be permitted to take in one hundred seventy-five thousand (175,000) cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings, grass and food waste). (Amended after ZPAC)
- 3. The site shall be developed substantially in accordance with the site plan (Attachment 4A) provided that the parking stalls conform to the requirements of the Kendall County Zoning Ordinance and the owners of the business allowed by the special use permit may erect one (1) building a maximum of sixty foot by eighty foot (60'X80') in size with a maximum height of twenty-four feet (24') on the property, and the site plan shall be kept on file as "Exhibit A" attached hereto. (Amended at RPC)
- 4. A fifteen foot (15') buffer and a berm will be provided between the composting area and the United City of Yorkville's boundary to the east. The berm will be at least fifteen feet (15') wide and three feet (3') high. A twenty-five foot (25') wide berm at least three feet (3') in height will be provided near the western and northern property lines. The buffer landscaping will be composed primarily of pine, fir, and/or shade trees planted at spacing not to exceed forty feet (40') apart. Seedlings will be a minimum of six inches (6") in height. Specimen seedlings will be planted and the berm will be constructed within one (1) year of issuance of the special use permit ordinance. The Kendall County Planning, Building and Zoning Committee may grant an extension to the deadline to install the berms and landscaping. (Amended at RPC and after ZBA)
- 5. The facility operator shall maintain existing plantings on the berm and ditch.
- 6. The facility operator shall maintain the security gate, signage, and landscaping as indicated on "Exhibit B" (Attachment 4, Pages 4 and 5) attached hereto. The locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
- 7. The facility operator shall maintain a sampling schedule as shown on "Exhibit C" (Attachment 4, Page 6) attached hereto dated March 11, 2008.
- 8. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility. The phone number of the County Solid Waste Coordinator shall be added to a sign on the property that is visible from the street. (Amended at ZBA)
- 9. This special use Ordinance shall expire on December 1, 2033, and the petition for renewal shall be made prior to July 1, 2033.
- 10. If any Illinois Environmental Protection Agency (IEPA) violations or citations are received by the site operator/manager and/or parcel owner/manager they need to be submitted to the County Solid Waste Coordinator within thirty (30) days.
- 11. The operator of the business allowed by the special use permit shall follow the Decommissioning Plan (Attachment 5) as described in Exhibit D. The operator shall assume all of the responsibilities assigned to Green Organics in the plan. The Decommissioning Plan shall be kept on file in the site trailer office per EPA requirements and will be accessible to the Kendall County Health Inspector. The operator of the business allowed by the special use permit shall update the Kendall County Health Department within thirty (30) days of changes to the Decommissioning Plan.

- 12. The operator of the business allowed by the special use permit shall notify the Kendall County Planning, Building and Zoning Department within thirty (30) days of changes in operation manager. In addition, the operator of the business allowed by this special use permit shall provide contact information of the management operator annually by July 1<sup>st</sup>.
- 13. The operator of the business allowed by the special use permit shall ensure a host community agreement is in existence with the County prior to operations.
- 14. Ordinance 2014-04 and all previous special use permits and amendments to special use permits related to the operation of composting facility on the subject property are hereby repealed in their entireties.
- 15. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment. (Deleted at ZPAC)
- 16. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
- 17. Any structures constructed, installed, or used related to the business allowed by this special use permit on the property shall not be considered for agricultural purposes and must secure applicable building permits.
- 18. At least one (1) water truck shall be onsite for dust control purposes. (Added after ZPAC)
- 19. The operator of the business allowed by this special use permit shall track wind direction and speed daily and add amendments to the composting materials if windrows are turned with winds blowing towards populated areas. (Added after ZPAC)
- 20. The owners and operators of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
- 21. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
- 22. 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.
- 23. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
- 24. This special use permit shall be treated as a covenant running with the land and are binding on the successors, heirs, and assigns as to the same special use conducted on the property.

#### **ATTACHMENTS**

- 1. Application Materials (Including Petitioner's Findings of Fact, NRI Application, and EcoCat)
- 2. Ordinance 2014-04
- 3. Plat of Survey
- 4. Business Plan (Including Original Site Plan)
- 4A. Revised Site Plan Submitted August 17, 2023
- 5. Decommission Plan
- 6. Pre-Application Emails with United City of Yorkville
- 7. July 15, 2023, WBK Comment Letter
- 8. August 1, 2023, ZPAC Meeting Minutes
- 9. IDNR Approved Site Plan
- 10. August 10, 2023, Yorkville Memo
- 11. August 23, 2023, Kendall County Regional Planning Commission Meeting Minutes
- 12. September 5, 2023, Community Host Agreement
- 13. Site Plan Submitted at October 2, 2023, Hearing

- 14. October Email Correspondence with Petitioner15. October Email Correspondence with Kendall County Solid Waste Coordinator.16. August 28, 2023, Kendall County Zoning Board of Appeals Minutes



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

111 West Fox Street • Yorkville, IL • 60560 Fax (630) 553-4179 (630) 553-4141

FILE #:

## **APPLICATION**

Ed. 1841	PROJECT NAME Milroy Fa	rms LLC	FILE #:
ITTINO12	Kendall 0	Composting Permit	
NAME OF APPLICANT (Inclu Jefferey D. Milroy	ding First, Middle Initial, and Last N	ame)	
CURRENT LANDOWNER/NAI Milroy Farms LLC	ME(s)		
SITE INFORMATION	SITE ADDRESS OR LOCATION	ON	ASSESSOR'S ID NUMBER (PIN)
ACRES 39.8752	1270 E. Beecher Road, Bri	stol Township, IL	02-08-100-006
EXISTING LAND USE Composting Special Use	CURRENT ZONING A1 Special Use		FICATION ON LRMP  nixed business and west side is rural  nitial
REQUESTED ACTION (Check	All That Apply):		
X_SPECIAL USE	MAP AMENDMENT (F	Rezone to)	VARIANCE
ADMINISTRATIVE VARIA	ANCEA-1 CONDITIONAL US	SE for:	SITE PLAN REVIEW
TEXT AMENDMENT PRELIMINARY PLAT	RPD (Concept; FINAL PLAT	Preliminary; Final)	ADMINISTRATIVE APPEAL _OTHER PLAT (Vacation, Dedication, etc.)
X AMENDMENT TO A SPEC	CIAL USE (X Major; Minor)		
PRIMARY CONTACT Jefferey Milroy	PRIMARY CONTACT MA	AILING ADDRESS	PRIMARY CONTACT EMAIL
PRIMARY CONTACT PHONE	# PRIMARY CONTACT FA	AX#	PRIMARY CONTACT OTHER #(Cell, etc.)
<sup>2</sup> ENGINEER CONTACT	ENGINEER MAILING AL	DDRESS	ENGINEER EMAIL
Jefferey Milroy			
ENGINEER PHONE#	ENGINEER FAX#		ENGINEER OTHER # (Cell, etc.)
<b>COUNTY STAFF &amp; BOA</b>	RD/ COMMISSION MEMBERS	THROUGHOUT THE	N QUESTION MAY BE VISITED BY E PETITION PROCESS AND THAT RRESPONDANCE ISSUED BY
I CERTIFY THAT THE IN BEST OF MY KNOWLED ABOVE SIGNATURES.	FORMATION AND EXHIBITS OF AND THAT I AM TO FILE THE APPLICANT ATTESTS TO KENDALL COUNTY AS OF THE	THIS APPLICATION A HAT THEY ARE FRE	AND ACT ON BEHALF OF THE E OF DEBT OR CURRENT ON
SIGNATURE OF APPLIC	:ANT	S.C.	DATE 6/29/202
	FEE PAID:\$		,
	CHECK #:		

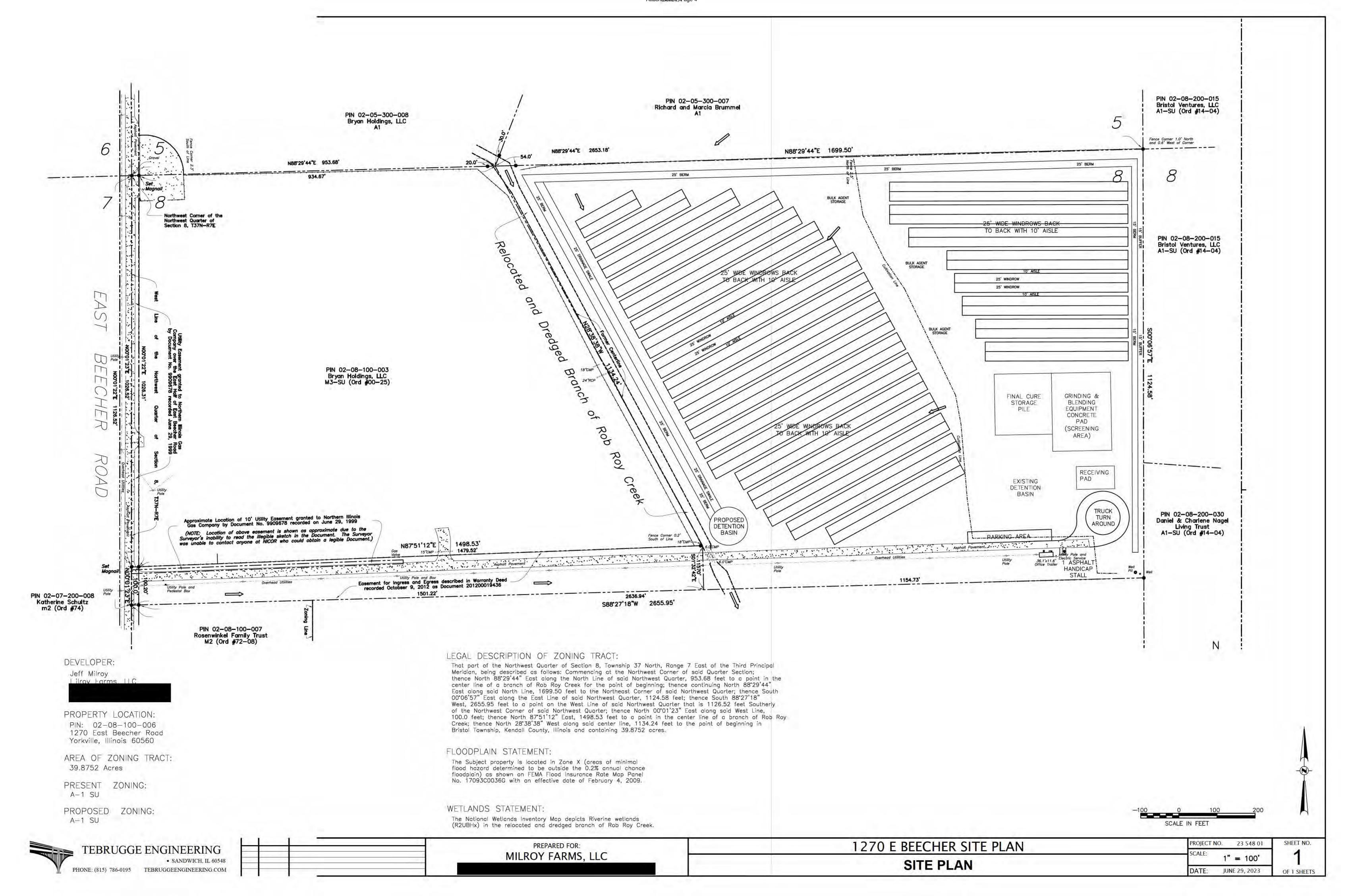
<sup>1</sup>Primary Contact will receive all correspondence from County

<sup>&</sup>lt;sup>2</sup>Engineering Contact will receive all correspondence from the County's Engineering Consultants

## **Detailed Description Of Proposed Use Business Plan**

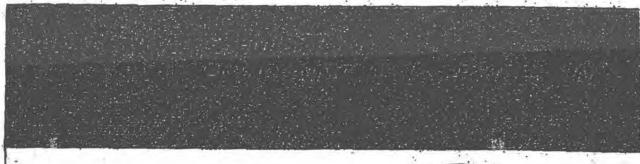
- 1. The facility shall comply with the conditions as they are listed in the applicable sections of the Kendall County Zoning Ordinance: Composting of landscape waste and food waste, subject to the following:
- a. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in the applicable sections of the Kendall County Zoning Ordinance.
- b. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
- c. The hours during which landscape waste may be received shall be 7:00am to 4:00pm Monday through Friday and 7:00am to 12:00 noon Saturday. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
- d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
- e. A locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
- f. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- g. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- h. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
- The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface water management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
- j. Truck weights shall be limited to 73,280 pounds.
- k. The operator shall provide weight receipts to Kendall County.

- I. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner's permission.
- m. Other conditions as appropriate for the particular facility. (Amended 6/26/2023)
- n. Decommissioning plan shall be kept on file in the site trailer office per EPA requirements and will be accessible to the Kendall County Health Inspector.
- Implement strategies to manage potential odor issues such as maintaining proper carbon-to-nitrogen ratios, maintaining moisture levels, and sufficient turning of compost piles to enhance decomposition.
- p. Install water spraying systems or dust suppression equipment at critical points of dust generation. Regularly monitor moisture content and use sprinkler systems or misters to dampen the compost as needed.
- q. A 15' buffer and a berm will be provided between the composting area and the Village of Yorkville. This berm will be at least 15' wide by 3' high. The buffer landscaping will be composed primarily of pine, fir, and/or shade trees planted at spacing not to exceed 40' apart. Seedlings will have a minimum of 6" in height. Specimen seedlings will be planted and the berm will be constructed within one year of issuance of the Composting Ordinance.
- 2. The facility will be permitted to take in 175,000 cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings and grass).
- 3. The site plan shall be kept on file as "Exhibit A" attached hereto.
- 4. The facility operator shall maintain existing plantings on the berm and ditch.
- 5. The facility operator shall maintain the security gate and landscaping as indicated on "Exhibit B" attached hereto.
- 6. The facility operator shall maintain a sampling schedule as shown on "Exhibit C" attached hereto dated March 11, 2008.
- 7. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility.
- 8. This special use Ordinance shall expire on December 1, 2033 and the petition for renewal shall be made prior to July 1, 2033.
- 9. If any Illinois Environmental Protection Agency (IEPA) violations or citations are received by the site operator/manager and/or parcel owner/manager they need to be submitted to the County Solid Waste Coordinator within 30 days.









March 11, 2008

Mr. Joseph Mazza



Dear Mr. Mazza:

You requested confirmation of the sampling schedule that is used by Analytical Chemistry & Environmental Services, Inc. (AC&E Services, Inc.) at your compost facility in Bristol, Illinois.

The compost is tested according to 35 Illinois Administration Code (IAC) Section 830.507(a) for each 5000 tons shipped.

The well at the site is tested ence per year in May in accordance with your current permit.

The soil is tested once per year in September. Two composite soil samples are taken; one in the detention pond at the west side of the facility and one taken at the end of the windrows at the south end of the property. The testing is performed in accordance with your current permit.

I hope this answers your questions concerning your current testing requirements. If any further help is needed, do not he sitate to contact us.

Regards,

Terese M. Laciak
President

**EXHIBIT C** 

TML/cab

cc: Steven B. Curatti, Director of Environmental Health, Kendall County

## **Legal Description of Milroy Farms LLC Parcel**

Parcel 02-08-100-006

That part of the Northwest Quarter of Section 8, Township 37 North, Range 7 East of the Third Principal Meridian, being described as follows: Commencing at the Northwest Corner of said Quarter Section; thence north 88° 29 '44" East along the North Line of said Northwest Quarter, 953.68 feet to a point in the center line of a branch of Rob Roy Creek for the point of beginning; thence continuing North 88° 29 '44" East along said North Line, 1699.50 feet to the Northeast Corner of said Northwest Quarter; thence South 00° 06' 57" East along the East Line of said Northwest Quarter, 1124.58 feet; thence South 88° 27' 18" West, 2655.95 feet to a point on the West line of said Northwest Quarter; that is 1126.52 feet Southerly of the Northwest Corner of said Northwest Quarter; thence North 00° 01' 23" East along said West line, 100.0 feet; thence North 87° 51' 12" East, 1498.53 feet to a point in the center line of a branch of Rob Roy Creek; thence North 28° 38' 38" West along said center line, 1134.24 feet to the point of beginning in Bristol Township, Kendall County, Illinois.





WARRANTY I

Prepared by: Craig Hasenbalg

Dickson & Hasenbalg

GRANTOR:

AURORA BLACKTOP, INC.

Subsequent Tax Bills To:

MILROY FARMS, LLC . JEff MILROY

201200018002

DEBBIE GILLETT KENDALL COUNTY, IL

RECORDED: 9/19/2012 12:29 PM WD: 916.75 RHSPS FEE: 10.00 PAGES: 4

THE GRANTORS, AURORA BLACKTOP, INC., an Illinois corporation, under and by virtue of the laws of the State of Illinois, and duly authorized to transact business in the State where the following described real estate is located, of the Village of Bristol, County of Kendall, and State of Illinois, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, in hand paid, and other good and valuable consideration, receipt of which is hereby duly acknowledged, conveys and warrants to GRANTEE: MILROY FARMS, LLC, an Illinois limited liability company, LL RIGHT, TITLE AND INTEREST IN whose mailing address is:

AND TO the following described real estate to-wit:

## Legal description attached hereto as Exhibit A

Parcel Identification No: 02-08-100-006

Commonly known as: 39.8752 Acres, Farmland, located in Bristol Township, Kendall County, IL

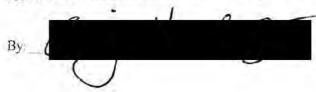
Together with the hereditaments, tenoments and appurtenances thereunto belonging.

This Deed and conveyance is subject to easements and restrictions of record, if any, roadways, rights of adjoining owners to the uninterrupted flow of any streams which may cross the land, right of way for drainage tiles, ditches, feeders, and laterals, and general taxes for the year 2012 and subsequent.

TO HAVE AND TO HOLD the same unto said Grantee, and its or its heirs and assigns forever hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

day of Augu 2012

AURORA BLACKTOP, INC., an Illinois Corporation





STATE OF ILLINOIS	4
	) SS
COUNTY OF KANE	)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that

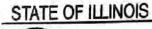
CRAIS HASENBALG me this day in person, and acknowledged that he signed, sealed and
delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31 day of Aug. 2012

Notary Public

OFFICIAL SEAL
JOHN F GINOCCHIO
NOTARY PUBLIC - STATE OF ALIMOIS
MY COMMISSION EXPIREMENTALIS

p.\home\pc\craig\abt.auction\geneva construction\deed.parcet.2.docx





SEP. 19.12

KENDALL COUNTY

REAL ESTATE TRANSFER TAX

00578,50

# FP 103035

COUNTY OF KENDALL
REAL ESTATE TRANSFER JAX
\$ 289.25

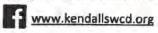
## KENDALL COUNTY DISCLOSURE OF BENEFICIARIES FORM

Nature of Benefit Sought Special Use Permit  Nature of Applicant: (Please check one)  Natural Person (a) Corporation (b) Land Trust/Trustee(c) Trust/Trustee (d) Pertnership (e) Joint Venture (f)  If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:  If your answer to Section 3 you have checked letter b, c, d, e, or f, identify by name and address each person or entity who is a 5% shareholder in case of a corporation, a beneficiary in the case of a trust or land rust, a joint venture in the case of a joint venture, or who otherwise has proprietary interest, interest in mofits and losses or right to control such entity:  NAME ADDRESS INTEREST  efferey D Milroy	Nature of Benefit Sought Special Use Permit  Nature of Applicant: (Please check one)  Natural Person (a)  Corporation (b)  Land Trust/Trustee(c)  Trust/Trustee (d)  Partnership (e)  Joint Venture (f)  If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:  If your answer to Section 3 you have checked letter b, c, d, e, or f, identify by name and address each berson or entity who is a 5% shareholder in case of a corporation, a beneficiary in the case of a trust or lan roofits and losses or right to control such entity:  NAME  ADDRESS  INTEREST  efferey D Milroy  Jame, address, and capacity of person making this disclosure on behalf of the applicant:	Applicant Milroy F	ailis LLC	
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7775A Route 47, Yorkville, Illinois 60560 • (630)553-5821 extension 3



TANION.	AL RESOURCE INFORMATION (NE	I) REPORT APPLICATION
Petitioner: Milroy Farms LLC		
Address:	Contact Perso	n: Jefferey Milroy
City, State		<del></del>
Phone Nu		4
Email: _		
	In .	
Flease select: How	would you like to receive a copy or the NRI	Report? L'Email Mail
Site Location & Proposed Use		
Township Name Bristol Town		N, Range R7E E, Section(s) 8
Parcel Index Number(s) 02-08	-100-006	
Project or Subdivision Name N	Ailroy Farms Composting Permit	Number of Acres 39.87
Current Use of Site A-1 Special		A-1 Special Use
Proposed Number of Lots N/A	Proposed Num	ber of Structures N/A
Proposed Water Supply Well	(existing) Proposed type	of Wastewater Treatment N/A
Proposed type of Storm Water	Management Retention Pond (existing)	7) 33-33-33-33-33-33-33-33-33-33-33-33-33-
Type of Request		
Change in Zoning from		
Change in Zoning from		
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Variance (Please describe Special Use Permit (Please Name of County or Municipalit In addition to this completed Plat of Survey/Site Plan – Concept Plan - showing th If available: topography m NRI fee (Please make chec The NRI fees, as of July 1, Full Report: \$375.00 for Executive Summary Rep  NOTE: Applications are due by application is submitted, please I (We) understand the filing of Conservation District (SWCD) is expiration date will be 3 years	fully on separate page) describe fully on separate page) ty the request is being filed with: Kendall C application form, please including the folio showing location, legal description and pro e locations of proposed lots, buildings, road ap, field tile map, copy of soil boring and/or eks payable to Kendall County SWCD) 2010, are as follows: five acres and under, plus \$18.00 per acre for cort: \$300.00 (KCSWCD staff will determine w  Fee for first five acres and under  Additional Acres at \$18.00 each Total NRI Fee  the 1 <sup>st</sup> of each month to be on that month' e allow 30 days for inspection, evaluation at this application allows the authorized rep to visit and conduct an evaluation of the si after the date reported.	wing to ensure proper processing: perty measurements s, stormwater detention, open areas, etc. wetland studies or each additional acre or any fraction thereof over five when a summary or full report will be necessary.) \$ 375.00 \$ \$ \$ \$ \$ \$ \$ 75.00  S SWCD Board Meeting Agenda. Once a completed and processing of this report.  resentative of the Kendall County Soil and Water te described above. The completed NRI report  June 20, 2023



July 13, 2023

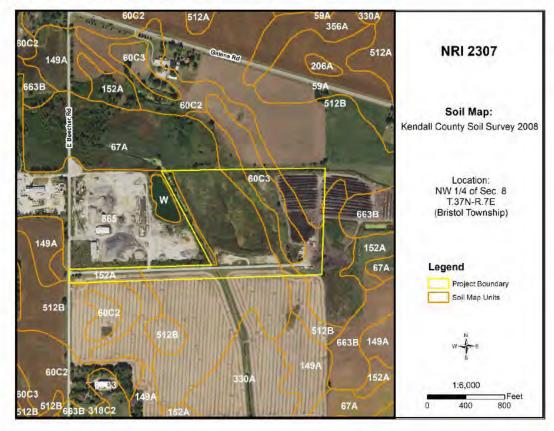
Jefferey Milroy



The Kendall County Soil & Water Conservation District (SWCD) received a Natural Resources Information Report (NRI) Application for a special use permit renewal petition on parcel 02-08-100-006 filed with Kendall County. The site is an existing EPA composting facility that accepts yard and food waste from the surrounding area. The petitioner is proposing an approximate 17-acre expansion of the composting operation on the western half of the parcel with the addition of a future detention basin. The project site is located at 207 E Beecher Rd, Bristol, IL 60512 in the northwest quarter of Section 8, Township 37N (Bristol Township), Range 7E of the 3<sup>rd</sup> Principal Meridian. The site is zoned A1-SU Agricultural Special Use. After reviewing the application and supporting documents, it was determined that a *full NRI Report is not necessary at this time* for the proposed project.

The Kendall County SWCD has reviewed the 39.87-acre project site and would like to note the following natural resource considerations:

• The site currently contains an existing 17-acre composting area, detention basin, truck turn-around, and parking area. According to the property owner, the site is tile drained.





• The 2008 Soil Survey for Kendall County as maintained by the United States Department of Agriculture – Natural Resource Conservation Service (USDA-NRCS) contains soil maps and descriptions for soil types throughout the county. The exhibit above shows the soil map, and the table below shows the soil map units that are present within the project site. Please note this information does not replace the need for site specific soil testing.

Soil Map Unit	Acreage	Percent of Parcel
60C2 La Rose silt loam, 5-10% slopes, eroded	5.1	12.9%
60C3 La Rose clay loam, 5-10% slopes, severely eroded	4.7	11.8%
67A Harpster silty clay loam, 0-2% slopes	18.5	46.4%
152A Drummer silty clay loam, 0-2% slopes	2.3	5.7%
512B Danabrook silt loam, 2-5% slopes	7.8	19.5%
865 Pits, gravel	1.5	3.8%

• Soil survey interpretations are predictions of soil behavior for specified land uses and specified management practices. These interpretative ratings help engineers, planners, and others to understand how soil properties influence behavior when used for nonagricultural uses. They are based on the soil properties that directly influence the specified use of the soil. Each soil map unit has limitations for a variety of land uses. The table below shows the soil limitations for uses including food-processing waste, farm and garden composting, and shallow excavations. It is important to remember that soils do not function independently of each other. The behavior of a soil depends upon the physical properties of adjacent soil types, the presence of artificial drainage, soil compaction, and its position in the local landscape.

Soil Type	Food-Processing Waste	Farm & Garden Composting Facility	Shallow Excavations
60C2 &	Very Limited:	Somewhat Limited:	Very Limited:
60C3	Dense layer; Slow water	Slope; Low strength;	Depth to saturated zone;
	movement; Depth to	Wetness; Low precipitation;	Dusty; Unstable
	saturated zone	Extreme soil temperatures	excavation walls
67A	Very Limited:	Very Limited:	Very Limited:
	Ponding; Depth to	Low strength; Wetness;	Ponding; Depth to
	saturated zone; Leaching	Ponding; Low precipitation;	saturated zone; Dusty;
		Seepage	Unstable excavation walls
152A	Very Limited:	Very Limited:	Very Limited:
	Ponding; Depth to	Low strength; Wetness;	Ponding; Depth to
	saturated zone; Leaching;	Ponding; Low precipitation	saturated zone; Dusty;
	Slow water movement		Unstable excavation
			walls; Too clayey
512B	Somewhat Limited:	Somewhat Limited:	Somewhat Limited:
	Depth to saturated zone;	Low strength; Wetness;	Depth to saturated zone;
	Slow water movement	Slope; Extreme soil	Dusty; Unstable
		temperatures; Low	excavation walls
		precipitation	
865	N/A	N/A	N/A

- The information provided in the table below provides further detail regarding the following:
  - o Drainage Class: Refers to the frequency and duration of wet periods under similar conditions to those under which the soil formed.
  - O Hydrologic Soil Groups: Soils have been classified into four (A, B, C, D) hydrologic groups based on runoff characteristics due to rainfall. If a soil is assigned to a dual hydrologic group (A/D, B/D or C/D), the first letter is for drained areas and the second letter is for undrained areas. Group A soils have a high infiltration rate, low runoff potential and high rate of water transmission. Group B soils have a





- moderate infiltration rate and rate of water transmission. Group C soils have a slow infiltration rate and rate of water transmission. Group D soils have a very slow infiltration rate, high runoff potential and a very slow rate of water transmission.
- Hydric Soils: A hydric soil is one that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part of the soil profile that supports the growth or regeneration of hydrophytic vegetation. Soils with hydric inclusions have map units dominantly made up of non-hydric soils that may have inclusions of hydric soils in the lower positions on the landscape. Of the soils found onsite, two are hydric (67A Harpster silty clay loam and 152A Drummer silty clay loam) and three are non-hydric (60C2 La Rose silt loam, 60C3 La Rose clay loam, and 512B Danabrook silt loam).
- O Prime Farmland: Prime farmland is land that has the best combination of physical and chemical characteristics for agricultural production. Prime farmland soils are an important resource to Kendall County and some of the most productive soils in the United States occur locally. Of the soils found onsite, three are designated as prime farmland (67A Harpster silty clay loam, 152A Drummer silty clay loam, and 512B Danabrook silt loam). Two of the soils are designated as farmland of statewide importance (60C2 La Rose silt loam and 60C3 La Rose clay loam), and one is designated as non-prime farmland (865 Pits, gravel).

Map Unit	Drainage Class	Hydrologic Group	Hydric Designation	Prime Farmland
60C2 & 60C3	Moderately Well Drained	С	Non-Hydric	Farmland of Statewide Importance
67A	Poorly Drained	B/D	Hydric	Prime Farmland if Drained
152A	Poorly Drained	B/D	Hydric	Prime Farmland if Drained
512B	Moderately Well Drained	С	Non-Hydric	Prime Farmland
865	N/A	N/A	N/A	Not Prime Farmland

- The information provided in the table below provides further detail regarding soil water features:
  - Surface Runoff: Surface runoff refers to the loss of water from an area by flow over the land surface.
     Surface runoff classes are based upon slope, climate and vegetative cover and indicates relative runoff for very specific conditions (it is assumed that the surface of the soil is bare and that the retention of surface water resulting from irregularities in the ground surface is minimal).
  - O Water Table: Water table refers to a saturated zone in the soil and the data indicates, by month, depth to the top (upper limit) and base (lower limit) of the saturated zone in most years. These estimates are based upon observations of the water table at selected sites and on evidence of a saturated zone (grayish colors or mottles (redoximorphic features)) in the soil. Note: A saturated zone that lasts for less than a month is not considered a water table.
  - Ponding: Ponding is standing water in a closed depression. Unless a drainage system is installed, the water is removed only by percolation, transpiration, or evaporation. Duration indicated as brief means ponding typically occurs for a period of 2-7 days. Frequency indicated as non means ponding is not possible and frequent means that it occurs, on average, more than once in 2 years (chance of ponding is more than 50% in any year).
  - Flooding: Flooding is temporary inundation of an area caused by overflowing stream, runoff from adjacent slopes, or tides. Water standing for short periods after rainfall or snowmelt is not considered flooding. Water standing in swamps and marshes is considered ponding rather than flooding.



Map Unit	Surface Runoff	Water Table	Ponding	Flooding
60C2	High	February – April Upper Limit: 2.0'-3.5' Lower Limit: 2.2'-4.0'	<u>January – December</u> Frequency: None	<u>January – December</u> Frequency: None
60C3	Medium	February – April Upper Limit: 2.0'-3.5' Lower Limit: 2.2'-4.0'	<u>January – December</u> Frequency: None	<u>January – December</u> Frequency: None
67A	Negligible	January – May Upper Limit: 0.0'-1.0' Lower Limit: 6.0'	January – May Surface Depth: 0.0'-0.5' Duration: Brief (2-7 days) Frequency: Frequent	<u>January – December</u> Frequency: None
152A	Negligible	January – May Upper Limit: 0.0'-1.0' Lower Limit: 6.0'	January – May Surface Depth: 0.0'-0.5' Duration: Brief (2-7 days) Frequency: Frequent	<u>January – December</u> Frequency: None
512B	Low	February – April Upper Limit: 2.0'-3.5' Lower Limit: 3.0'-5.0'	<u>January – December</u> Frequency: None	<u>January – December</u> Frequency: None
865	N/A	N/A	N/A	N/A

- This site is located on slopes of approximately 0-10%. The site lies within the Fox River Watershed (Rob Roy Creek sub watershed).
- Based on an in-office review of the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map
  (FIRM) for Kendall County, Community Panel No. 17093C0030G (effective date February 4, 2009), it does not
  appear that this parcel is located within the 100-year floodplain. It is mapped as Zone X, an area of minimal flood
  hazard. Additionally, based upon review of the U.S. Fish & Wildlife Service's National Wetlands Inventory Map, a
  riverine waterway (tributary to Rob Roy Creek) is present along the western edge of the project site. To determine
  the presence of wetlands, a wetland delineation specialist, who is recognized by the U.S. Army Corps of Engineers,
  should determine the exact boundaries and value of the wetlands.
- If construction is to occur onsite, a soil erosion and sediment control plan should be prepared and implemented in accordance with both Kendall County and Illinois EPA requirements. The Illinois Urban Manual can be used as a reference for proper selection and implementation of onsite soil erosion and sediment control practices to ensure that soil is properly maintained onsite from project initiation to completion.
- The Land Evaluation Site Assessment (LESA) system, a land use planning tool, assists decision-makers in Kendall County in determining the suitability of a land use change and/or a zoning request. Specifically, the LESA system is designed to facilitate decision making by providing a rational process for assisting local officials in making farmland conversion decisions through the local land use process. It provides a technical framework to numerically rank land parcels based on local resource evaluation and site considerations. The LESA system was developed by the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) and takes into consideration local conditions such as physical characteristics of the land, compatibility of surrounding land uses, and urban growth factors. The LESA system is a two-step procedure that includes Land Evaluation (LE) and Site Assessment (SA). The Land Evaluation is based on soils of a given area that are rated and placed in groups ranging from the best to worst suited for a stated agriculture use such as cropland and forestland. The best group is assigned a value of 100 and all other groups are assigned lower values (94, 87, 79, etc.). The Land Evaluation is based on data from the USDA Kendall County Soil Survey. The Site Assessment is numerically evaluated according to important factors that contribute to the quality of the site. Each factor



selected is assigned values in accordance with the local needs and objectives. The overall score is based on a 300-point rating scale.

#### **Land Evaluation Computation**

Soil Type	Value Group	Relative Value	Acres	Product (Relative Value x Acres)	
60C2	5	82	5.1	418.2	
60C3	6	69	4.7	324.3	
67A	2	94	18.5	1,739.0	
152A	1	100	2.3	230.0	
512B	2	94	7.8	733.2	
865	8	0	1.5	0.0	
Totals			39.9	3,444.7	
LE Calculation			(Product of relative value / Total Acres)		
			3,444.7 / 39.9 = 86.3		
LE Score		LE = 86			

The Land Evaluation score for this site is 86 out of a possible 100 points, indicating that the soils are well-suited for agricultural uses since the Land Evaluation score is above 80.

#### **Site Assessment Computation**

Α.	Agricultural Land Uses	Points
	1. Percentage of area in agricultural uses within 1.5 miles of site. (20-10-5-0)	10
	2. Current land use adjacent to site. (30-20-15-10-0)	15
	3. Percentage of site in agricultural production in any of the last 5 years. (20-15-10-5-0)	10
	4. Size of site. (30-15-10-0)	15
В.	Compatibility / Impact on Uses	
	1. Distance from city or village limits. (20-10-0)	0
	2. Consistency of proposed use with County Land Resource Management Concept Plan and/or	10
	municipal comprehensive land use plan. (20-10-0)	
	3. Compatibility of agricultural and non-agricultural uses. (15-7-0)	0
C.	Existence of Infrastructure	
	1. Availability of public sewage system. (10-8-6-0)	8
	2. Availability of public water system. (10-8-6-0)	8
	3. Transportation systems. (15-7-0)	7
	4. Distance from fire protection service. (10-8-6-2-0)	6
	Site Assessment Score:	89

The Site Assessment score for this site is 89 out of a possible 200 points. The Land Evaluation value (86) is added to the Site Assessment value (89) to obtain a LESA Score of 175. The table below shows the level of protection for the proposed project site based on the LESA Score.

#### **LESA Score Summary**

LESA SCORE	LEVEL OF PROTECTION
<mark>0-200</mark>	Low
201-225	Medium
226-250	High
251-300	Very High



The overall LESA Score for this site is 175 indicating a low level of protection for the proposed project site. Note: Selecting the project site with the lowest total points will generally protect the best farmland located in the most viable areas and maintain and promote the agricultural industry in Kendall County.

If you have any questions, please contact our office at (630) 553-5821 extension 3.

Sincerely,



Alyse Olson Resource Conservationist

CC Jefferey Milroy, Milroy Farms LLC

Matt Asselmeier, Kendall County Planning, Building, & Zoning

Robert Walker, Bristol Township







06/22/2023

2317170

IDNR Project Number: 2317303

Date:

Alternate Number:

Applicant: Jeff Milroy Contact: Jeff Milroy

Address:

Jen Milloy

Project: Milroy Farms Composting

Address: 1270 East Beecher Road, Yorkville

Description: Special use permit renewal for operating a compost facility.

#### **Natural Resource Review Results**

#### Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

Mottled Sculpin (Cottus bairdii)

Rusty Patched Bumble Bee (Bombus affinis)

An IDNR staff member will evaluate this information and contact you to request additional information or to terminate consultation if adverse effects are unlikely.

#### **Location**

The applicant is responsible for the accuracy of the location submitted for the project.

County: Kendall

Township, Range, Section:

37N, 7E, 5 37N, 7E, 8

IL Department of Natural Resources Contact

Kyle Burkwald 217-785-5500

Division of Ecosystems & Environment



**Government Jurisdiction** 

Kendall County
Matthew Asselmeier
111 West Fox Street
Yorkville, Illinois 60560

#### Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

#### **Terms of Use**

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

- 1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.
- 2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.
- 3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

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EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

#### **Privacy**

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.





## **EcoCAT Receipt**

Project Code 2317303

APPLICANT	DATE
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Jeff Milroy Jeff Milroy 6/22/2023

DESCRIPTION	FEE	CONVENIENCE FEE	TOTAL PAID
EcoCAT Consultation	\$ 125.00	\$ 2.81	\$ 127.81

TOTAL PAID \$ 127.81

Illinois Department of Natural Resources One Natural Resources Way Springfield, IL 62702 217-785-5500 dnr.ecocat@illinois.gov



JB Pritzker, Governor • Natalie Phelps Finnie, Director One Natural Resources Way • Springfield, Illinois 62702-1271

www.dnr.illinois.gov

June 23, 2023

Jeff Milroy Milroy Farms

RE: **Milroy Farms Composting Consultation Program** EcoCAT Review #2317303 **Kendall County** 

Dear Mr. Milroy:

The Department has received your submission for this project for the purposes of consultation pursuant to the *Illinois Endangered Species Protection Act* [520 ILCS 10/11], the *Illinois Natural* Areas Preservation Act [525 ILCS 30/17], and Title 17 Illinois Administrative Code Part 1075.

The proposed action consists of operating a compost facility in Yorkville, IL.

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

#### State Listed

**Mottled Sculpin** (*Cottus bairdii*)

#### State and Federally Listed

**Rusty Patched Bumblebee** (Bombus affinis)

Due to the project scope and proximity to protected resources the Department recommends the following actions be taken to avoid adversely impacting listed species in the vicinity of the project:

#### **Rusty Patched Bumblebee**

- 1) The Department recommends that work which disturbs the ground or may remove flowering plants be done between October 1 and April 1 to avoid potential impacts.
- 2) If these dates cannot be accommodated, the Department recommends a Rusty Patched Bumble Bee survey be performed by a qualified biologist.
  - a) Survey results and methods should be forwarded to the Department for review and concurrence.

Please note that due to the federal status of the Rusty Patched Bumblebee, and its potential occurrence in the project area, coordination with the U.S. Fish and Wildlife Service may be necessary and is separate from this consultation and Illinois State regulations.

Given the above recommendations are adopted the Department has determined that impacts to these protected resources are unlikely. The Department has determined impacts to other protected resources in the vicinity of the project location are also unlikely.

In accordance with 17 Ill. Adm. Code 1075.40(h), please notify the Department of your decision regarding these recommendations.

Consultation on the part of the Department is closed, unless the applicant desires additional information or advice related to this proposal. Consultation for Part 1075 is valid for two years unless new information becomes available which was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the action has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal and should not be regarded as a final statement on the project being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are unexpectedly encountered during the project's implementation, the applicant must comply with the applicable statutes and regulations.

This letter does not serve as permission to take any listed or endangered species. As a reminder, no take of an endangered species is permitted without an Incidental Take Authorization or the required permits. Anyone who takes a listed or endangered species without an Incidental Take Authorization or required permit may be subject to criminal and/or civil penalties pursuant to the *Illinois Endangered Species Act*, the *Fish and Aquatic Life Act*, the *Wildlife Code* and other applicable authority.

The Department also offers the following conservation measures be considered to help protect native wildlife and enhance natural areas in the project area:

If temporary or permanent lighting is required, the Department recommends the following lighting recommendation to minimize adverse effects to wildlife:

- All lighting should be fully shielded fixtures that emit no light upward.
- Only "warm-white" or filtered LEDs (CCT < 3,000 K; S/P ratio < 1.2) should be used to minimize blue emission.
- Only light the exact space with the amount (lumens) needed to meet facility safety requirement.
- If LEDs are to be used, avoid the temptation to over-light based on the higher luminous efficiency of LEDs.

### Milroy Farms Composting, Consultation #2317303

If erosion control blanket is to be used, the Department also recommends that wildlife-friendly plastic-free blanket be used around wetlands and adjacent to natural areas, if not feasible to implement project wide, to prevent the entanglement of native wildlife.

Please contact me with any questions about this review. Sincerely,

Kyle Burkwald
Impact Assessment Section
Division of Real Estate Services and Consultation
Office of Realty & Capital Planning
Illinois Department of Natural Resources
One Natural Resources Way
Springfield, IL 62702
Kyle.Burkwald@Illinois.gov

#### **Matt Asselmeier**

From:

Burkwald, Kyle < Kyle.Burkwald@Illinois.gov>

Sent:

Friday, July 14, 2023 11:10 AM

To:

Matt Asselmeier

Cc:

Seth Wormley; Latreese Caldwell; Hayes, Bradley

Subject:

[External]RE: 1270 E Beecher, Bristol Township, Kendall County

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

Matt,

Apologies for the delay, I recently accepted a new position within the Department and am no longer a part of the Impact Assessment section.

However, to answer your questions, the recommendations are not required to be adhered to by law, they are best recommendations to avoid a Take of the listed species. Failure to adhere though may result in an increased likelihood of a Take of an endangered species as defined in Part 1075 of the *Illinois Endangered Species Act*.

If you have any further questions or concerns please contact Brad Hayes.

Sincerely, Kyle Burkwald Illinois Department of Natural Resources Division of Forestry Mobile: (217) 299-7324 Desk: (217) 785-4984

From: Matt Asselmeier < masselmeier@kendallcountyil.gov>

Sent: Friday, July 14, 2023 10:48 AM

To: Burkwald, Kyle <Kyle.Burkwald@Illinois.gov>

Cc: Seth Wormley <swormley@kendallcountyil.gov>; Latreese Caldwell <LCaldwell@kendallcountyil.gov>

Subject: [External] RE: 1270 E Beecher, Bristol Township, Kendall County

Kyle:

Did you have an opportunity to review this email?

Thanks,

Matthew H. Asselmeier, AICP, CFM Director Kendall County Planning, Building & Zoning 111 West Fox Street Yorkville, IL 60560-1498

PH: 630-553-4139 Fax: 630-553-4179 Please fill out the following findings of fact to the best of your capabilities. §13:08.J of the Zoning Ordinance outlines findings that the Zoning Board of Appeals shall consider in rendering a decision, but is not required to make an affirmative finding on all items in order to grant a **special use**. They are as follows:

That the establishment, maintenance, and operation of the special use will not be detrimental to, or endanger, the public health, safety, morals, comfort, or general welfare. An experienced operator, Jesse C. Sexton, will be managing operations and running the site.

The operation is permitted and controlled by the EPA and inspected by the health department and they

have not found anything to endanger the public health, safety, morals, comfort or general welfare during

Jesse C. Sexton's tenure.

That the special use will not be substantially injurious to the use and enjoyment of other properties 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 new management team of Jesse C. Sexton, William J. Coleman, Jefferey D Milroy, and Lilianna D. Milroy will incorporate as the new site operator. Jesse is well known to neighbors and local officials and ran the site without complaints regarding odors, debris, or dust. The site will be run orderly and squared away. No other operator will be assigned to this operation without approval of the management team.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided.

The special use will not be adding any new utilities or roadways to the property. They will use
the current access point onto Beecher Road which has a gate which will be closed unless the operation
is open. Any new proposed detention basins will be provided under the Storm-water permit application.
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 special use conforms to all applicable regulations of the A-1 Special use 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.

This operation existed before the Land Resource Management Plan existed and the plan calls for the area to be residential which it could be when/if this operation ever ceases to exist.

State of Illinois County of Kendall Zoning Petition #13-26

# ORDINANCE NUMBER 2014 - DY

# GRANTING A MAJOR AMENDMENT TO A SPECIAL USE FOR GREEN ORGANICS INC. AT 1270 EAST BEECHER ROAD

WHEREAS, Green Organics, Inc., Milroy Farms LLC and Bristol Ventures LLC has filed a petition for a major amendment to their Special Use within the A-1 Agricultural Zoning District for a 58 acre property located on the east side of Beecher Road about 0.5 miles south of Galena Road, commonly known as 1270 E. Beecher Road, (PIN# 02-08-100-006, part of PIN# 02-08-200-015, part of PIN# 02-08-200-018, part of PIN# 02-08-200-019 and part of PIN# 02-08-200-022), in Bristol Township; and

<u>WHEREAS</u>, said petition is to amend their existing special use permit to continue operation of their regional compost facility at 1270 E. Beecher Road modifying the site plan to eliminate about 10.5 acres, add about 9.5 acres northeast in the City of Yorkville and seek new conditions on property; and

<u>WHEREAS</u>, said property is currently zoned A-1 Agricultural with an existing Special Use for operation for a landscape waste composting site; and

<u>WHEREAS</u>, the County Board of Kendall County, Illinois did grant the petitioner said request for as Ordinance 1993-19 on October 19, 1993; and

<u>WHEREAS</u>, the County Board of Kendall County, Illinois did grant the petitioner said request for a renewal as Ordinance 1997-13 on August 19, 1997; and

<u>WHEREAS</u>, the County Board of Kendall County, Illinois did grant the petitioner said request for a renewal as Ordinance 2000-18 on April 18, 2000; and

<u>WHEREAS</u>, the County Board of Kendall County, Illinois did grant the petitioner said request for a renewal as Ordinance 2008-17 on May 20, 2008; and

WHEREAS, the Zoning Administrator and/or deputies did grant the petitioner a minor amendment to the existing special use to allow the facility to begin accepting and processing food waste as Ordinance 10-25-11 on October 25, 2011; and

WHEREAS, said special uses will continue on the property; and

WHEREAS, said property is legally described as:

PARCEL I

THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

State of Illinois County of Kendall Zoning Petition #13-26

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88 DEGREES 29 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 953,68 FEET TO A POINT IN THE CENTER LINE OF A BRANCH OF THE ROB ROY CREEK FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 29 MINUTES 44 SECONDS EAST ALONG SAID NORTH LINE 1699,46 FEET TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 0 DEGREES 07 MINUTES 06 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER SECTION 1124.58 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 18 SECONDS WEST 2655.97 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION THAT IS 1126.52 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION; THENCE NORTH 0 DEGREES 01 MINUTES 23 SECONDS EAST ALONG SAID WEST LINE 100.00 FEET; THENCE NORTH 87 DEGREES 51 MINUTES 12 SECONDS EAST 1498.53 FEET TO A POINT IN THE CENTER OF SAID ROB ROY CREEK; THENCE NORTH 28 DEGREES 38 MINUTES 38 SECONDS WEST ALONG SAID CREEK, 1134.24 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS PIN: 02-08-100-006

#### PARCEL 2

THAT PART OF THE NORTHEAST QUARTER OF SECTION 8 IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 87 DEGREES 36 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 187.01 FEET; THENCE SOUTH 61 DEGREES 46 MINUTES 39 SECONDS EAST, 332.00 FEET; THENCE SOUTH 71 DEGREES 34 MINUTES 14 SECONDS EAST, 463.00 FEET; THENCE SOUTH 45 DEGREES 09 MINUTES 49 SECONDS EAST, 58.00 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS WEST, 356.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 46 SECONDS WEST, 541.26 FEET TO A POINT ON A LINE 400.00 FEET EAST OF, AND PARALLEL WITH, THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREE 14 MINUTES 06 SECONDS EAST, ALONG SAID LINE, 171.42 FEET; THENCE ALONG THE SOUTH LINE OF A PARCEL OF LAND WITH PARCEL IDENTIFICATION NUMBER 02-08-200-015 FOR THE NEXT FOUR CALLS; SOUTH 83 DEGREES 45 MINUTES 54 SECONDS WEST, 130.42 FEET, MORE OR LESS; SOUTH 86 DEGREES 27 MINUTES 54 SECONDS WEST, 65.30 FEET; NORTH 08 DEGREES 04 MINUTES 41 SECONDS WEST, 23.88 FEET; NORTH 87 DEGREES 04 MINUTES 28 SECONDS WEST, 202.52 FEET, MORE OR LESS, TO A POINT 850.00 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, AS MEASURED ALONG THE WEST LINE THEREOF; THENCE NORTH 01 DEGREE 14 MINUTES 06 SECONDS WEST, ALONG SAID WEST LINE, 850.00 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS, AND CONTAINING 13.72 ACRES, MORE OR LESS.

<u>WHEREAS</u>, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact, and recommendation for approval by the Special Use Hearing Officer on December 9, 2013; and

WHEREAS, the findings of fact were approved 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. The operation is controlled by the EPA and inspected regularly by the Health Department and have not found anything to endanger the public health, safety, morals, comfort, or general welfare.

State of Illinois Zoning Petition
County of Kendall #13-26

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 operation has been open since 1993 with some minor debris issues a long time ago and since then there have been no complaints or issues. The newer water park exists less than a mile away to the east and still there have been no complaints about affecting the area properties.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The special use will not be adding any new utilities, roadways or drainage to the property. They will use the current access point onto Beecher Road which has a gate which will be closed unless the operation is open.

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 Hearing Officer. The special use conforms to all applicable regulations of the A-1 Special use 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. This operation existed before the Land Resource Management Plan existed and the plan calls for the area to be residential which it could be when/if this operation ever ceases to exist.

<u>WHEREAS</u>, the Kendall County Board has considered the findings and recommendation of the Hearing Officer and finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

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

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby repeals Kendall County Ordinances #93-17, #97-13, #00-18, #08-17 and #10-28-11 in their entirety and hereby grants approval of a major amendment to their existing special use zoning permit to continue operation of their regional compost facility at 1270 E. Beecher Road modifying the site plan to eliminate about 10.5 acres, add about 9.5 acres northeast in the City of Yorkville subject to the following conditions:

- 1. The facility shall comply with the conditions listed in Section 7.01.D.15 (composting of landscape waste and food waste) of the Zoning Ordinance:
  - Composting of landscape waste and food waste, subject to the following:
  - a. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in Title 35, Subtitle G, Chapter 1, Sub-chapter 1, Park 830, Standards for compost facilities.
  - b. Operational personnel shall be present on site during all hours which the facility is

State of Illinois County of Kendall Zoning Petition #13-26

open for the receipt of landscape waste.

- c. The hours during which landscape waste may be received shall be 7:00am to 4:00pm Monday through Friday and 7:00am to 12:00 noon Saturday. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
- d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
- e. A locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
- f. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- g. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.

h. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.

- i. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface water management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
- j. Truck weights shall be limited to 73,280 pounds.
- k. The operator shall provide weight receipts to Kendall County.
- 1. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner's permission.
- m. Other conditions as appropriate for the particular facility. (Amended 6/20/2006)
- 2. The facility will be permitted to take in 175,000 cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings and grass)
- 3. The site plan shall be kept on file as "Exhibit A" attached hereto
- 4. The facility operator shall maintain plantings on the berm and ditch.
- 5. The facility operator shall maintain the gate and landscaping as indicated on "Exhibit B" attached hereto
- 6. The facility operator shall maintain a sampling schedule as shown on "Exhibit C" attached hereto dated March 11, 2008.
- 7. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility.
- 8. This special use Ordinance shall expire on December 1, 2023 and the petition for renewal shall be made prior to July 1, 2023.
- 9. If any Illinois Environmental Protection Agency (IEPA) violations or citations are

#### Attachment 2, Page 5

State of Illinois Zoning Petition
County of Kendall #13-26

received they need to be submitted to the County Solid Waste Coordinator within 30 days.

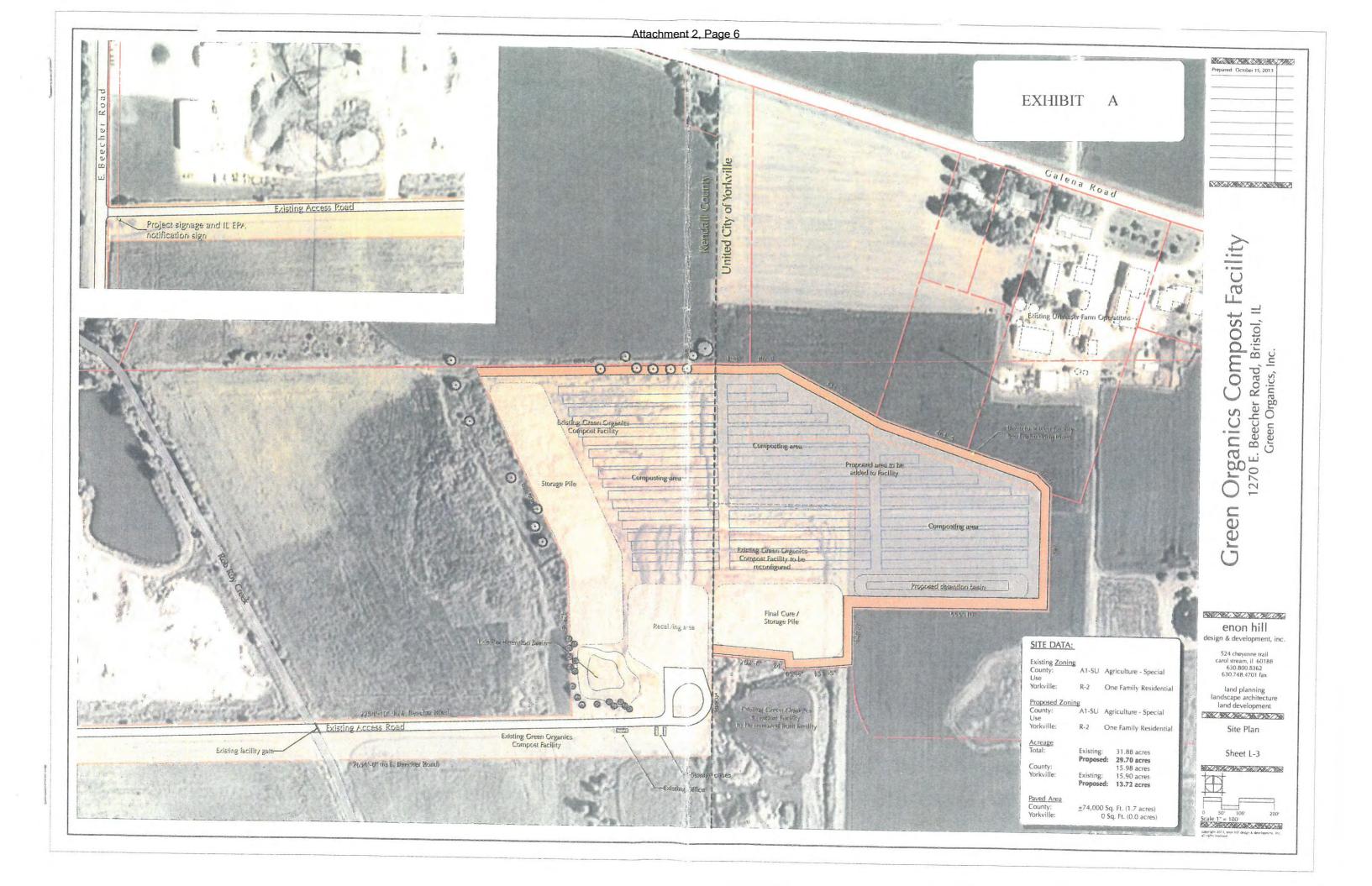
Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS OF, this ordinance has been enacted on March 19th, 2014.

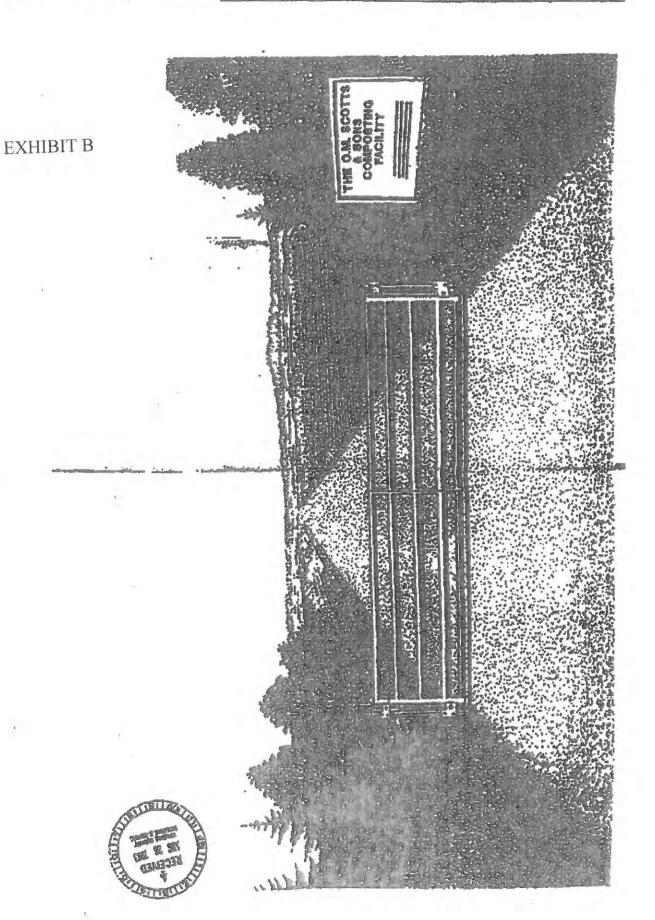
Attest:

Debbie Gillette Kendall County Clerk

Kendall County Board Chairman



70//





March 11, 2008

Mr. Joseph Mazza Green Organics 290 Main Place Carol Stream, H. 60188



You requested confirmation of the sampling schedule that is used by Analytical Chemistry & Environmental Services, Inc. (AC&E Services, Inc.) at your compost facility in Bristol, Illinois.

The compost is tested according to 35 Illinois Administration Code (IAC) Section 830.507(a) for each 5000 tons shipped.

1. "我就我就是

The well at the site is tested once per year in May in accordance with your current permit. The soil is tested once per year in September. Two composite soil samples are taken; one in the detention pond at the west side of the facility and one taken at the end of the windrows at the south end of the property. The testing is performed in accordance with your current permit.

I hope this answers your questions concerning your current testing requirements. If any further help is needed, do not hesitate to contact us.

Regards,

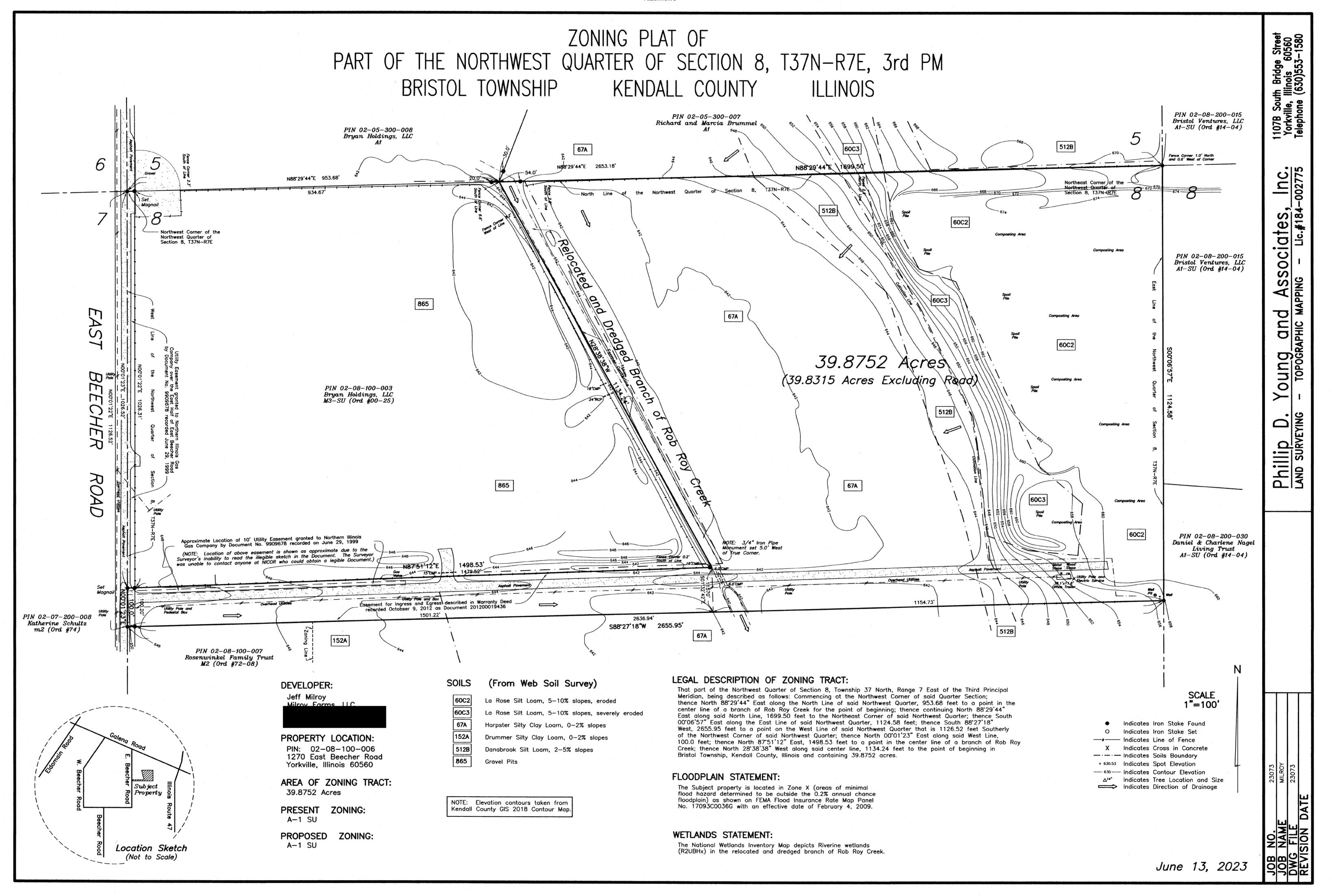
Terese M. Laciak

President

**EXHIBIT C** 

TML/cab

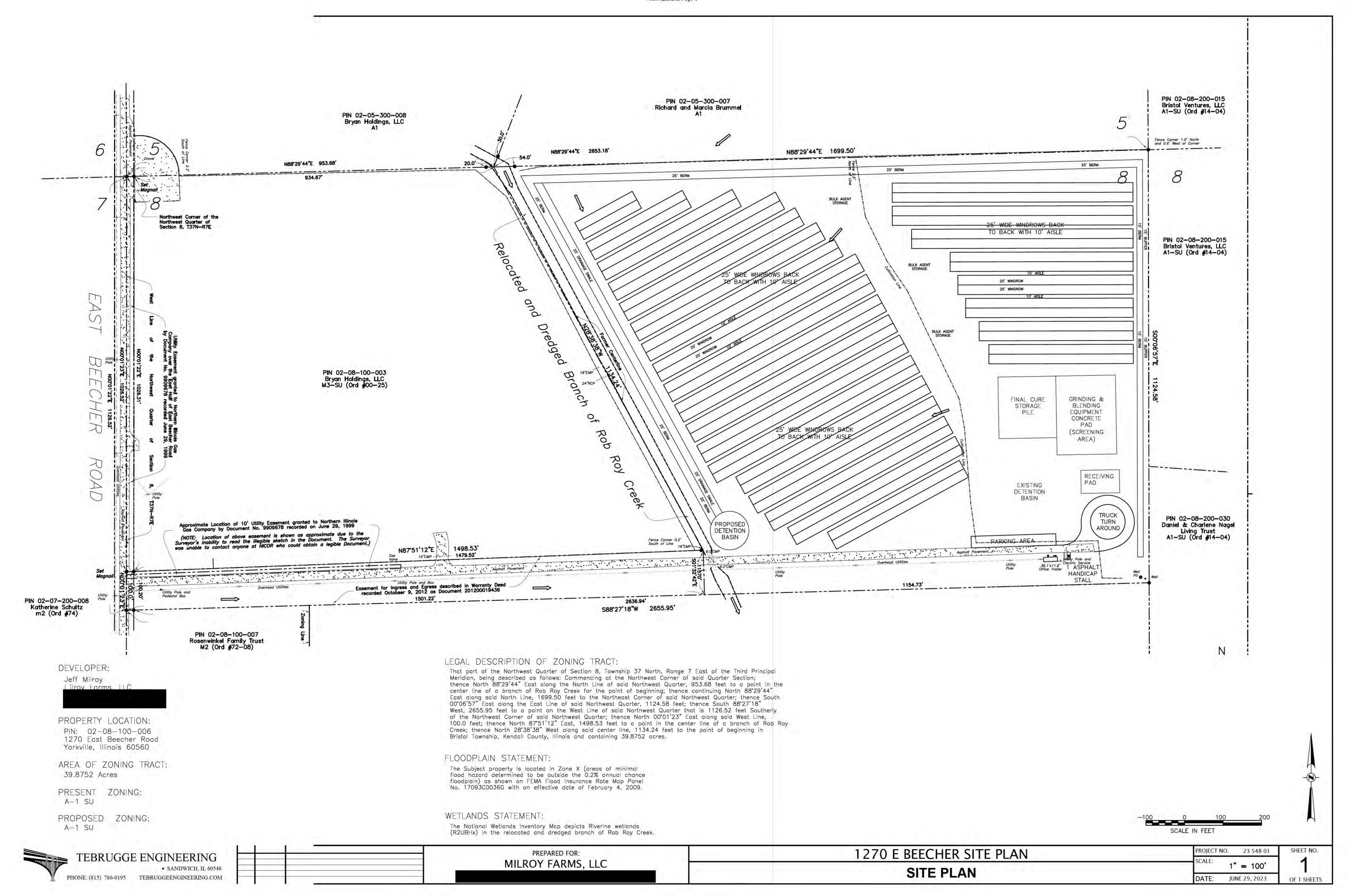
cc: Steven B. Curatti, Director of Environmental Health, Kendall County



## **Detailed Description Of Proposed Use Business Plan**

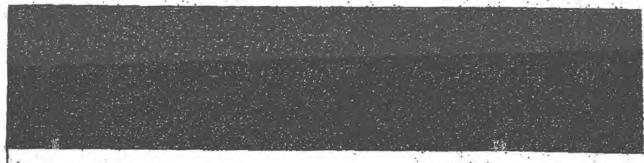
- The facility shall comply with the conditions as they are listed in the applicable sections
  of the Kendall County Zoning Ordinance: Composting of landscape waste and food
  waste, subject to the following:
- a. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in the applicable sections of the Kendall County Zoning Ordinance.
- b. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
- c. The hours during which landscape waste may be received shall be 7:00am to 4:00pm Monday through Friday and 7:00am to 12:00 noon Saturday. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
- d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
- e. A locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
- f. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- g. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- h. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
- The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface water management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
- j. Truck weights shall be limited to 73,280 pounds.
- k. The operator shall provide weight receipts to Kendall County.

- I. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner's permission.
- m. Other conditions as appropriate for the particular facility. (Amended 6/26/2023)
- n. Decommissioning plan shall be kept on file in the site trailer office per EPA requirements and will be accessible to the Kendall County Health Inspector.
- Implement strategies to manage potential odor issues such as maintaining proper carbon-to-nitrogen ratios, maintaining moisture levels, and sufficient turning of compost piles to enhance decomposition.
- p. Install water spraying systems or dust suppression equipment at critical points of dust generation. Regularly monitor moisture content and use sprinkler systems or misters to dampen the compost as needed.
- q. A 15' buffer and a berm will be provided between the composting area and the Village of Yorkville. This berm will be at least 15' wide by 3' high. The buffer landscaping will be composed primarily of pine, fir, and/or shade trees planted at spacing not to exceed 40' apart. Seedlings will have a minimum of 6" in height. Specimen seedlings will be planted and the berm will be constructed within one year of issuance of the Composting Ordinance.
- 2. The facility will be permitted to take in 175,000 cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings and grass).
- 3. The site plan shall be kept on file as "Exhibit A" attached hereto.
- 4. The facility operator shall maintain existing plantings on the berm and ditch.
- 5. The facility operator shall maintain the security gate and landscaping as indicated on "Exhibit B" attached hereto.
- 6. The facility operator shall maintain a sampling schedule as shown on "Exhibit C" attached hereto dated March 11, 2008.
- 7. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility.
- 8. This special use Ordinance shall expire on December 1, 2033 and the petition for renewal shall be made prior to July 1, 2033.
- 9. If any Illinois Environmental Protection Agency (IEPA) violations or citations are received by the site operator/manager and/or parcel owner/manager they need to be submitted to the County Solid Waste Coordinator within 30 days.









March 11, 2008

Mr. Joseph Mazza



Dear Mr. Mazza:

You requested confirmation of the sampling schedule that is used by Analytical Chemistry & Environmental Services, Inc. (AC&E Services, Inc.) at your compost facility in Bristol, Illinois.

The compost is tested according to 35 Illinois Administration Code (IAC) Section 830.507(a) for each 5000 tons shipped.

and areas passing water in the passing

The well at the site is tested ence per year in May in accordance with your current permit. The soil is tested once per year in September. Two composite soil samples are taken; one in the detention pond at the west side of the facility and one taken at the end of the windrows at the south end of the property. The testing is performed in accordance with your current permit.

I hope this answers your questions concerning your current testing requirements. If any further help is needed, do not he sitate to contact us.

Regards,

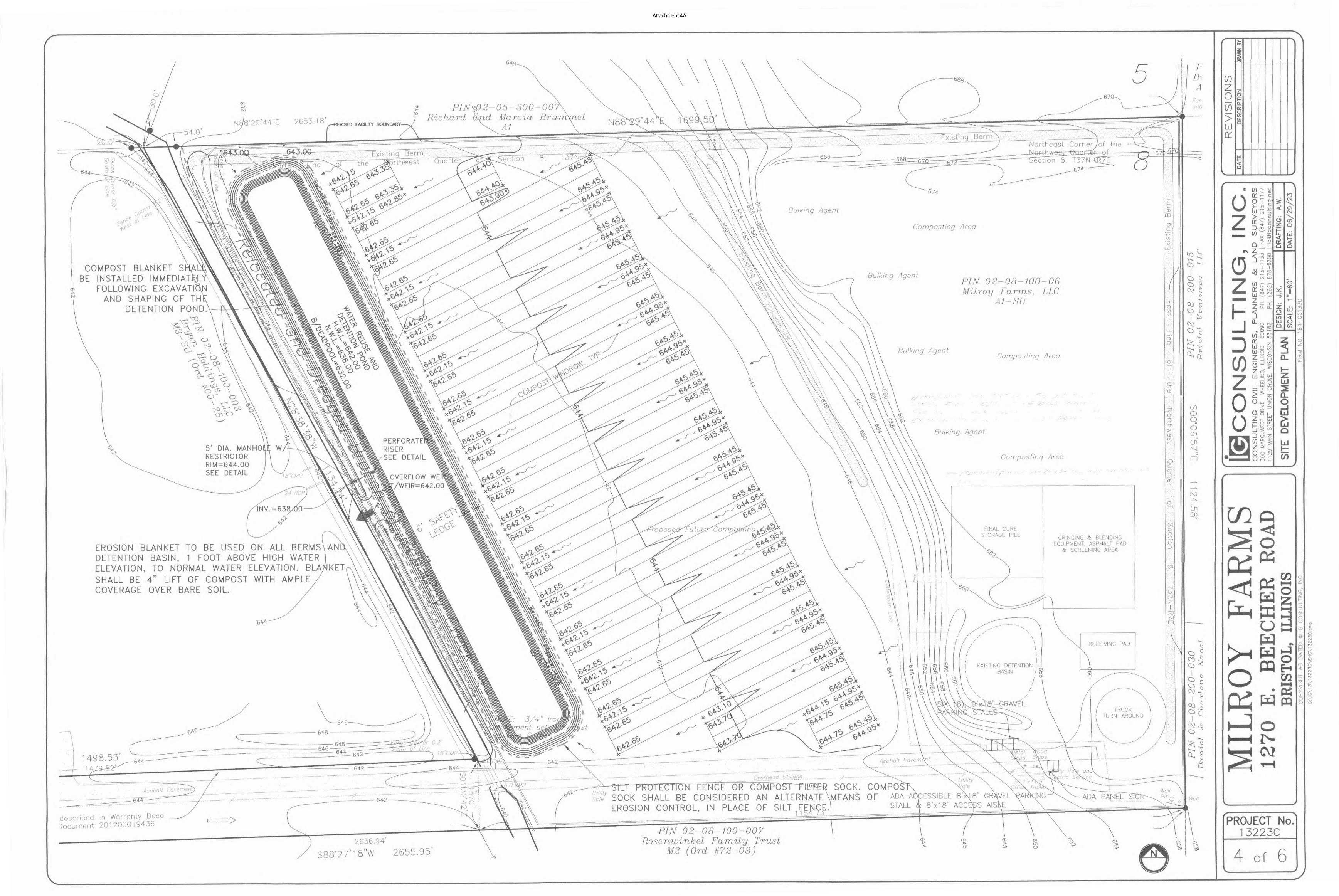
Tomas M. Laniela

Terese M. Laciak President

**EXHIBIT C** 

TML/cab

cc: Steven B. Curatti, Director of Environmental Health, Kendall County



# Green Organics, Inc. Kendall County, Illinois Yard Debris Composting Facility Normal and Pre-Mature Closure Plan

The information contained herein describes the procedures and activities to perform normal closure of the Green Organics yard debris composting facility located at 1270 E. Beecher Rd. in Bristol Illinois 60512. Both normal and pre-mature closures are limited by the amount of time needed for complete composting of material (item 1). Complete composting takes no less than three months. During this time, composted debris will be shipped and sold to customers as before. Thus, these figures are a maximum cost of closure and a pre-mature closure plan is not any different from a normal closure plan. The land would be used for the farming of food crops or seeded, as necessary. The description and cost for each procedure/activity is defined below:

Description	Quantity	Unit	Unit Cost	Cost	Time to Complete	Comments
Complete composting and removal of remaining material	43000	су	\$0.65	\$28,000	3 months	Assume three months operation to complete compost. Assume 50% of material - sold from facility and 50% of material shipped to customer (i.e. pay for hauling)
Disposal of non-compostables	10	су	\$30	\$300	1 day	Assumes one dumpster. Includes cost to haul and dispose at licensed landfill facility
Regrade and level composting oad for farming	23	acre	\$1,00 0	\$23,000	.5 months	Assumes regrading to original elevations
Seeding - Class 7 Seed	23	acre	\$300	\$7,000	.25 months	Includes seeding and erosion control
Return control of land to owners for farming	1	LS	\$1,00	\$1,000	.5 months	
Total				\$60,000	4.25 months	

Yard debris or cured compost that cannot be removed from the site will be prepared for incorporation into the soil at the site, and, incorporated into the soil in accordance with State of Illinois Regulations for application of yard waste for agricultural use. The incorporation rate will not exceed the amount specified for the grasses or crops planted on the site.

Grading and leveling of the soil will be performed in accordance with agricultural Best Management Practices (BMP) to minimize soil erosion and/or soil loss.

All structures, signs and equipment used in the composting operation and for closure of the site will be removed once closure has been completed. Green Organics will notify the Illinois EPA of the closure within ninety days of the beginning of closure activities, or sooner if required by law. Once closure had been completed, Green Organics will notify the Illinois EPA within five business days that the closure has been completed.

#### **Matt Asselmeier**

From: Krysti Barksdale-Noble <knoble@yorkville.il.us>

**Sent:** Friday, June 9, 2023 9:57 AM

To: Matt Asselmeier

Cc: Latreese Caldwell; Seth Wormley; bolson@yorkville.il.us; Michelle Lagrotta; Peter Ratos

Subject: RE: [External]RE: Green Organics Question

Good Morning Matt,

Thanks for the follow-up. Please see the responses to your questions below in green.

From: Matt Asselmeier < masselmeier@kendallcountyil.gov>

Sent: Friday, June 9, 2023 8:28 AM

To: Krysti Barksdale-Noble <knoble@yorkville.il.us>

Cc: Latreese Caldwell < LCaldwell@kendallcountyil.gov>; Seth Wormley < swormley@kendallcountyil.gov>; Bart Olson

<BOIson@yorkville.il.us>; Michelle Lagrotta <mlagrotta@gkwwlaw.com>

Subject: RE: [External]RE: Green Organics Question

Krysti:

Here are my comments/questions/responses to your concerns:

- 1. Do you have any specific description of what you would like to see in the landscape buffer (i.e. types of vegetation, height of vegetation, replacement schedule, etc.)?
  - Yes, ideally it would be a buffer similar to the City's transition yard between non-residential and residential which is a thirty foot (30') wide buffer yard with a berm at least three feet (3') in height and consisting of two (2) shade trees, five (5) evergreen trees and three (3) ornamental trees per one hundred (100) linear feet of buffer yard. I know 30 feet might not be possible, but somewhere in the realm of 15-30 feet.
- 2. If we require them to install vegetation, the County will likely give them a deadline to plant the required vegetation. The timing of the issuance of the special use permit and the amount of landscaping required to be installed will play a role in determining the length of the deadline.
- 3. The County does not have specific standards based on odor. The applicant would have to follow applicable IEPA and federal regulations. Understood.
- 4. Does Yorkville own an ASTM certified field olfactometer? Yes. Pete Ratos can provide you or Brian the specs. I would have to check to see if any County department owns such a device. OK.
- 5. IEPA regulations require the existence of an odor control plan. We could require that a dedicated odor control plan be submitted as part of a special use permit application. Please do.
- 6. While I am not opposed to having the notification and violation procedures that you propose, these are not the normal procedures that the County uses for violation notification/correction/enforcement. I do have concerns that someone could accuse the County of having different investigative and due process procedures for one type of special use permit compared with other special uses. Understood, but we have received multiple complaints in the past and have a detailed procedure for notice and violation in place was helpful in gaining compliance. I would also say that each special use is different and the nature of the special use criteria warrant conditions made on a case-by-case basis.
- 7. I am not opposed to having a detailed decommissioning plan with the items you requested for inclusion. Great.
- 8. I am not opposed to a requirement of notification of operation management change and contact information updated annually. We likely would set a deadline for notifying the County of changes and set an annual deadline (i.e. July 1<sup>st</sup>) of updating contact information. Understood.

- 9. In any conditions included in the special use permit, we likely will use the phrase "operators of the use allowed by the special use permit" rather than naming a specific entity like Green Organics or Midwest Materials.

  Understood.
- 10. Has anyone associate with the property contacted Yorkville regarding this special use permit renewal? No one has been in contact with me directly. The property owners and several of the consultants they appear to be working with were advised to contact Yorkville as part of their due diligence prior to submitting a special use permit application.
- 11. Does Yorkville have any desire to annex this property? Undetermined at this time. Would be a City Council policy decision. One of the conversations with the applicant indicated they were considering placing community solar panels on the property. Also, they indicated that the requested renewal of the special use permit might be 10 years. Interesting. In all likelihood, Yorkville will become home rule in the next 10 years and Yorkville might have greater regulatory power over this type of use as a home rule municipality compared to the powers granted to a non-home rule county.
- 12. Does Yorkville need any easements or right-of-way dedications as part of the special use permit? Undetermined. I will check with the City Engineer. When do you anticipate having a submittal?
- 13. Do you have any objections if I share the information in these emails with the prospective applicant? No, I do not.

#### Thanks,

Matthew H. Asselmeier, AICP, CFM Director Kendall County Planning, Building & Zoning 111 West Fox Street Yorkville, IL 60560-1498

PH: 630-553-4139 Fax: 630-553-4179

From: Krysti Barksdale-Noble < knoble@yorkville.il.us>

Sent: Thursday, June 8, 2023 5:41 PM

To: Matt Asselmeier < masselmeier@kendallcountyil.gov >

Cc: Latreese Caldwell < LCaldwell@kendallcountyil.gov >; Seth Wormley < swormley@kendallcountyil.gov >;

bolson@yorkville.il.us; Michelle Lagrotta < mlagrotta@gkwwlaw.com>

Subject: RE: [External]RE: Green Organics Question

Hello Matt,

Thank you for the email. Yes, there are a few concerns the City has if the special use is renewed by the County. They are as follows:

- 1. Buffering from adjacent City parcels
  - a. The City is interested seeing landscape buffering along the eastern boundary of the County parcels to ensure future development on the City's side is screened as much as possible.
- 2. Does the County have performance standards regarding odors?
  - a. The City has strict performance standards and response time to complaints regarding odor and has specific language in the settlement agreement that we would like to see added as part of the County's special use conditions. They are:
    - i. Method of Odor Testing: The method used to perform any such odor testing will be by measuring and quantifying the odor in the ambient air in the area/location within the City of Yorkville that the complaint stems from using an ASTM certified portable odor detecting and measuring device known as a field olfactometer.
    - ii. <u>Notification</u>: No later than two (2) business days after performing any such odor testing, the County will send Green Organics and Midwest written notice of its findings including the

#### Attachment 6, Page 3

following information: the date and time the complaint was made; the area/location within the City of Yorkville that the complaint stems from; the outdoor temperature, wind condition, and ambient air reading from an ASTM certified field olfactometer device measured in said area/location on the date the complaint was made and as close to the time of the complaint as reasonably possible; and all such other information that is relevant to the complaint and the County's investigation of the same.

- iii. <u>Violation</u>: In the event that the field olfactometer device measurement from any such odor testing exceeds that threshold set forth in the ASTM Standard of Practice E679-91, Green Organics and/or Midwest shall take steps to immediately correct the conditions that are causing the odor. Additionally, within five (5) business days of receiving written notice of the County's findings, Midwest shall send the County a written response, including a description of any steps taken by Green Organics and/or Midwest to correct the conditions complained of.
  - In the event that any County Ordinance violation or any such complaint received by the County is related to conditions other than odor, Green Organics and/or Midwest shall take steps to immediately correct any such conditions that are determined reasonably to be a violation of the City's ordinances.
  - Within seven (7) days of receiving any such complaint/potential County Ordinance violation, Midwest shall send the County a written response, including a description of any steps taken by Green Organics and/or Midwest to correct the conditions complained of.
- b. City's Performance Standards for odor can be found here:
   https://library.municode.com/il/yorkville/codes/code of ordinances?nodeId=TIT10ZO CH13MADI ART CPEST 10-13C-4OD
- 3. Require a detailed decommissioning plan (site plan, timing of decommissioning, restoration plans, etc.) because the plans the City has received for decommissioning are not detailed.
- 4. Notification of operation management change and contact information updated annually.

Hope this helps. Let me know if you need any clarification of the information provided herein.

Best Regards,

Krysti J. Barksdale-Noble, AICP

(she/her)
Community Development Director
United City of Yorkville



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From: Matt Asselmeier <masselmeier@kendallcountyil.gov>

Sent: Thursday, June 8, 2023 2:14 PM

To: Krysti Barksdale-Noble < knoble@yorkville.il.us>

Cc: Latreese Caldwell <LCaldwell@kendallcountyil.gov>; Seth Wormley <swormley@kendallcountyil.gov>; Bart Olson



July 15, 2023

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

Subject:

1270 E Beecher Road

WBK Project 19-102.BN

Dear Mr. Asselmeier:

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

- Stormwater Management Permit prepared by Jeff Milroy dated June 29, 2023 received July 6, 2023.
- Site Plan prepared by Tebrugge Engineering dated June 29, 2022, and received July 6, 2023.
- Plat of Survey prepared by Phillip D Young and Associates dated June 13, 2023 and received July 6, 2023.

The following comments require resolution prior to plan approval and our recommendation for issuance of a stormwater permit. Based on the information provided with this submittal these comments may not be comprehensive and should only be considered the initial review response to documents provided.

- 1. Provide a project narrative addressing drainage impacts and permit requirements.
- 2. Determine off-site flows tributary to the property and how they will be conveyed and facilitated by the project.
- 3. Significant drainage area is tributary to the north line of the project. Utilize streamstats to determine tributary area, design flow values for 100 year event and whether the flow is contained within the banks of the existing channel or result in overbank flooding. The limits of 100 year event conveyance is necessary to determine the adequacy of the proposed plan.
- 4. Provide a grading plan for the proposed swale drainage features noted on the plan.

- 5. Provide a cross section and design water surface elevations for proposed swales. Provide drainage calculations supporting the design of drainage swales.
- Provide a landscape or restoration plan for the swales based on swale flow velocities.
- 7. Provide a grading and landscape plan for the screening berms denoted on the plan.
- 8. USACE determination of creek jurisdiction is necessary prior to County permit approval.
- 9. Depict the existing stormwater basin on the property and describe how the proposed project will impact the basin. Identify existing and proposed tributary areas.
- 10. Provide a grading plan for the proposed detention basin as well as a utility plan and outlet details. Provide hydrograph routing for the basin to determine adequacy of the design.
- 11. Define the surface for parking areas and other "pads" denoted on the plans. Provide dimensions for all parking, pads, truck access routes noted on the plan.
- 12. Clarify if the asphalt creek crossing is existing or proposed. Also clarify if drainage culverts are existing or proposed. Verify the ability of the roadway and culvert facilities to convey 100 year flows within banks or result in an overbank flooding condition.
- 13. Depict erosion control measures. Determine if an NPDES NOI is necessary.

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

Greg Chismark PE
WBK Engineering, LLC

## ZONING, PLATTING & ADVISORY COMMITTEE (ZPAC) August 1, 2023 – Unapproved Meeting Minutes

PBZ Chairman Seth Wormley called the meeting to order at 9:01 a.m.

#### Present:

Matt Asselmeier – PBZ Department Meagan Briganti – GIS Department Fran Klaas – Highway Department Alyse Olson – Soil and Water Conservation District Aaron Rybski – Health Department Seth Wormley – PBZ Committee Chair

#### Absent:

Greg Chismark – WBK Engineering, LLC
David Guritz – Forest Preserve
Brian Holdiman – PBZ Department
Commander Jason Langston – Sheriff's Department

#### Audience:

Karen Milroy, Jeff Milroy, and Marlin Hartman

#### **AGENDA**

Mr. Klaas made a motion, seconded by Mr. Rybski, to approve the agenda as presented.

With a voice vote of six (6) ayes, the motion carried.

#### **MINUTES**

Mr. Rybski made a motion, seconded by Ms. Briganti, to approve the July 5, 2023, meeting minutes.

With a voice vote of six (6) ayes, the motion carried.

#### **PETITIONS**

#### Petitions 23-26 Jeffery D. Milroy on Behalf of Milroy Farms, LLC

Mr. Asselmeier summarized the request.

On March 19, 2014, through Ordinance 2014-04, the County Board granted a special use permit, with conditions for the operation of a composting facility at the subject property. Ordinance 2014-04 required the property owner to submit a renewal prior to July 1, 2023, or the special use permit would expire on December 1, 2023. The property owner submitted the required renewal on June 30, 2023.

The subject property has operated as a composting facility since 1993.

The Petitioners are requesting the special use permit for the approximately thirty-nine point eight-seven (39.87) acres located in the unincorporated area. They are not renewing the special use permit for operations inside the United City of Yorkville. This reduces operations from approximately fifty-eight (58) acres.

The Host Community Agreement also expires in 2023. The Planning, Building and Zoning Committee met on July 10, 2023, to discuss renewing the agreement. They requested additional information regarding the amount of and types of materials coming into and out of the property.

Green Organics is no longer associated with the property.

The application materials, Ordinance 2014-04, plat of survey, business plan, including the site plan and landscaping plan, and decommissioning plan were provided.

The property is located at 1270 E. Beecher Road.

The property is just under forty (40) acres in size.

The County's Future Land Use Map calls for the western end of the property to be Mixed Use Business and the eastern part of the property to be Suburban Residential. Yorkville's plan calls for the property to be Estate/Conservation Residential.

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E. Beecher Road is a Local Road maintained by Bristol Township.

There is a proposed trail along E. Beecher Road.

There are no floodplains on the property. There is a wetland on the extreme northwest corner of the property.

The adjacent land use to the west is Manufacturing. The other adjacent land uses are Agricultural.

The adjacent properties are zoned A-1, A-1 SU, M-2 and M-3 SU in the County. The adjacent properties inside Yorkville are zoned R-2 Planned Unit Development and R-2, R-4, and B-3 Planned Unit Development.

The County's Future Land Use Map calls for the area to be Suburban Residential, Mixed Use Business, and Urban Area. Yorkville Future Land Use Map calls for the area to be Estate/Conservation Residential.

The zoning districts within one half (1/2) mile in the County are A-1, A-1 SU, M-1, M-2, and M-3 SU. Inside Yorkville, there are a variety of residential planned unit developments.

The A-1 SU to the south was for gravel mining. The M-3 SU to the west was for asphalt production.

EcoCAT Report was submitted on June 22, 2023. The Mottled Sculpin and Rusty Patch Bumble Bee were in the vicinity. The Illinois Department of Natural Resources recommended that work that disturbs the ground or removes flowering plants be done between October 1<sup>st</sup> and April 1<sup>st</sup>. If work occurred outside of the dates listed, a Rusty Patch Bumble Bee survey should be conducted by a qualified biologist, with the results forwarded to the Illinois Department of Natural Resources. The consultation also noted that coordination with the United States Fish and Wildlife Service may be necessary. The consultation also contained suggestions for lighting. The consultation was closed if the recommendations related to the Rusty Patch Bumble Bee were implemented.

The Petitioner was not agreeable to either recommendation related to the Rusty Patch Bumble Bee. The Illinois Department of Natural Resources said if that if the Petitioner impacted the Rusty Patch Bumble Bee, that would be problematic.

The NRI Application was submitted on June 20, 2023. The LESA score was 175, indicating a low level of protection. The NRI was provided.

Petition information was sent to Bristol Township on July 19, 2023.

Prior to formal application submittal, Staff contacted Yorkville regarding potential comments on the application. Yorkville requested the following items:

- 1. A thirty foot (30') wide buffer with a berm at least three feet (3') in height and consisting of two (2) shade trees, five (5) evergreen trees, and three (3) ornamental trees per one hundred (100) linear feet of buffer; they favored a minimum fifteen (15') foot wide buffer.
- Odor control regulations including using an ASTM certified portable olfactometer, notification by the County to
  the property owner/business operator within two (2) business days of findings, and a requirement that the
  property owner/business operator respond within five (5) business days of receiving the notice with corrective
  action steps. Yorkville's performance standards related to odor were submitted to the County.
- 3. A condition that the property owner/business operator submit a written response within seven (7) days of receiving a complaint for a non-odor violation outlining steps taken to correct the issue of the complaint.
- 4. The submission of a detailed decommissioning plan.
- 5. A requirement that notification of operation management changes and contact information be updated annually with the County.

Staff has concerns regarding the requested procedure of enforcement because the requested method presently contradicts the County's current voluntary compliance policy and the regular procedures for handling alleged violations in the Zoning Ordinance. Also, the County does not presently own an olfactometer. Lastly, the Illinois Environmental Protection Agency has rules regarding complaints.

Yorkville's email and Staff's response were provided.

The Petitioner was agreeable to certain landscaping, the submission of a decommissioning plan, the request regarding change of management and updated contact information.

Petition information was sent to the United City of Yorkville on July 19, 2023.

Petition information was sent to the Bristol Kendall Fire Protection District on July 19, 2023.

Per Section 7:01.D.20 of the Kendall County Zoning Ordinance, composting businesses can be special uses on A-1 zoned property subject to the following conditions:

- 1. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in Title 35, Subtitle G, Chapter 1, Subchapter 1, Part 830, Standards for compost facilities.
- 2. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
- 3. The hours during which landscape waste may be received shall be 7:00am to 4:00pm Monday through Friday and 7:00am to 12:00 noon Saturday. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
- 4. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
- 5. A locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
- 6. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- 7. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- 8. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
- 9. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface water management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
- 10. Truck weights shall be limited to seventy-three thousand, two hundred eighty (73,280) pounds.
- 11. The operator shall provide weight receipts to Kendall County.
- 12. Off-site debris and trash generated by the site must be cleaned-up daily on surrounding properties with the owner's permission.
- 13. Other conditions as appropriate for the particular facility.

The Petitioner is agreeable to conditions 1-12.

When the special use permit was originally granted in the 1990s, they were originally allowed to process one hundred fifty thousand (150,000) cubic yards of source separated landscape materials. This number was increased to one hundred seventy-five thousand (175,000) cubic yards in 2014.

Starting in 2010, the facility was allowed to accept food scraps.

The site plan shows several twenty-five foot (25') wide windrows. These windrows are separated by ten foot (10') foot driving aisles. Most of the windrows are eight feet (8') tall or less in height.

Bulk agent storage areas separate the east and west windrow areas.

The site plan shows one (1) final cure storage area, one (1) grinding and blending concrete pad, and one (1) receiving pad. No information was provided regarding the dimensions of these areas.

As noted previously, the hours when landscape waste can be received are between 7:00 a.m. and 4:00 p.m. on Mondays through Fridays and 7:00 a.m. until Noon on Saturdays. Processing operations may continue for a maximum three (3) additional hours.

As noted in the Decommissioning Plan, the site will be converted back to farming within five (5) months, this includes the removal materials, grading, seeding, and removal of all structures. The Petitioner planned to reevaluate the Decommissioning Plan.

No information was provided regarding the number of employees at the property.

The use has been at the property since 1993.

There have not been any founded complaints against the property in recent years.

One (1) approximately four hundred twenty (420) square foot office trailer is shown on the plan near the southeast corner of the site.

The property is served by a well and septic. The well is located at the southeast corner of the property.

The Petitioner is agreeable to the requirements related to water samples and soil samples, inspection and testing, and submitting copies of the State permit, operational plan, surface water management plan, pest control plan, site drawings, annual report, and decommissioning plan. The Petitioner is also agreeable to providing weight receipts to Kendall County.

The Solid Waste Coordinator shall maintain a log of complaints received on the facility.

Sampling schedules are noted on in the business plan.

Though not shown on the site plan, a dumpster is located on the property. The business plan (Attachment 4, Page 2) notes a requirement to clean-up offsite debris and trash daily on surrounding properties.

NICOR possesses an easement north of the existing driveway.

Overhead utilities run from E. Beecher Road to the office trailer.

The property drains to the south and west.

One (1) existing detention basin is shown on the site plan north of parking area. The site plan also shows one (1) proposed detention basin southwest of the western windrows. One twenty-five foot (25') wide drainage swale is shown west of the western windrows. No information was provided regarding the dimensions of the detention basins or the depth of the drainage swale.

The Petitioners submitted an application for a stormwater management permit. WBK submitted comments in a letter dated July 15, 2023, which was provided. Staff was waiting for comments from the Petitioner regarding WBK's comments.

Per the site plan, the subject property has an asphalt drive to E. Beecher Road.

The Petitioner is agreeable to the truck weight restriction contained in the Kendall County Zoning Ordinance.

According to the site plan, one (1) parking area was shown north of the office trailer and one (1) handicapped accessible parking space was shown east of the office trailer. No information was provided regarding the total number of parking stalls.

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The site plan shows one (1) truck turn around area.

No information was provided regarding lighting. Because of the small number of parking spaces, a photometric plan was not required.

According to the business plan, one (1) existing sign is located on the property. The sign is not illuminated. The information on the sign is required per Illinois Environmental Protection Agency rules.

One (1) additional no trespassing sign is located on the interior gate.

According to the site plan, there is a fence along the western and northern sides of the property. There is also a fifteen foot (15') wide buffer between the eastern property line and the berm. The business plan references a locked gate. The gate is locked during closed hours, but a lock box is available for emergency response vehicles.

Per the site plan, one (1) fifteen foot (15') wide berm is shown near the eastern property line. A twenty-five foot (25') wide berm is shown near the western and northern property lines. Per the business plan, the eastern berm will be three feet (3') in height. Landscaping consisting of pines, fir, and/or shade trees will be planted at spacing not to exceed forty feet (40') apart. Seedling will be a minimum of six inches (6") in height and will be planted within one (1) year of the issuance of the special use permit. The business plan also references maintaining the existing plantings on the berm and ditch and existing landscaping. No information was provided regarding plantings on the western or northern berms or the composition of the existing landscaping and plantings on the property.

Per the business plan, noise levels cannot exceed Illinois Pollution Control Board standards.

The business plan references odor control strategies generally. Illinois Environmental Protection Agency rules requires operators of composting facilities to prepare an odor minimization plan. Staff has requested a copy of this plan.

The Health Department requested that a water truck be onsite for dusty conditions and that the operator be required to chart wind direction and speed daily. The Petitioner was in agreement regarding the water truck condition, but was not in favor of charting wind speeds.

This is the only property to have a special use permit for a composting facility in unincorporated Kendall County.

Before preparing a Findings of Fact, Staff would like to review the stormwater information, pest control plan, and odor control plan and obtain comments from ZPAC members.

Staff would like additional information before issuing a recommendation. The general conditions and restrictions would be as follows:

- 1. The facility shall comply with the conditions as they are listed in the applicable sections of the Kendall County Zoning Ordinance related to the composting of landscape waste and food waste, subject to the following:
  - The facility shall meet all Illinois Environmental Protection Agency requirements as identified in the applicable sections of the Kendall County Zoning Ordinance.
  - b. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
  - c. The hours during which landscape waste may be received shall be 7:00 a.m. to 4:00 p.m. on Monday through Fridays and 7:00 a.m. to Noon on Saturdays. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
  - d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
  - e. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.

- f. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- g. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
- h. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface Water Management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
- i. Truck weights shall be limited to seventy-three thousand, two hundred eighty (73,280) pounds.
- j. The operator shall provide weight receipts to Kendall County.
- k. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner's permission.
- I. Implement strategies to manage potential odor issues such as maintaining proper carbon to-nitrogen ratios, maintaining moisture levels, and sufficient turning of compost piles to enhance decomposition.
- m. Install water spraying systems or dust suppression equipment at critical points of dust generation. Regularly monitor moisture content and use sprinkler systems or misters to dampen the compost as needed.
- 2. The facility will be permitted to take in one hundred seventy-five thousand (175,000) cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings and grass). The Petitioner would like to take in food waste.
- 3. The site shall be developed substantially in accordance with the site plan and the site plan shall be kept on file as "Exhibit A".
- 4. As noted on the site plan, a fifteen foot (15') buffer and a berm will be provided between the composting area and the United City of Yorkville's boundary. The berm will be at least fifteen feet (15') wide and three feet (3') high. The buffer landscaping will be composed primarily of pine, fir, and/or shade trees planted at spacing not to exceed forty feet (40') apart. Seedlings will be a minimum of six inches (6") in height. Specimen seedlings will be planted and the berm will be constructed within one (1) year of issuance of the special use permit ordinance. The Kendall County Planning, Building and Zoning Committee may grant an extension to the deadline to install the berms and landscaping.
- 5. The facility operator shall maintain existing plantings on the berm and ditch.
- 6. The facility operator shall maintain the security gate, signage, and landscaping as indicated on "Exhibit B". The locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
- 7. The facility operator shall maintain a sampling schedule as shown on "Exhibit C" dated March 11, 2008.
- 8. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility.
- 9. This special use Ordinance shall expire on December 1, 2033, and the petition for renewal shall be made prior to July 1, 2033.
- 10. If any Illinois Environmental Protection Agency (IEPA) violations or citations are received by the site operator/manager and/or parcel owner/manager they need to be submitted to the County Solid Waste Coordinator within thirty (30) days.
- 11. The operator of the business allowed by the special use permit shall follow the Decommissioning Plan as described in Exhibit D. The operator shall assume all of the responsibilities assigned to Green Organics in the plan. The Decommissioning Plan shall be kept on file in the site trailer office per EPA requirements and will be accessible to

the Kendall County Health Inspector. The operator of the business allowed by the special use permit shall update the Kendall County Health Department within thirty (30) days of changes to the Decommissioning Plan.

- 12. The operator of the business allowed by the special use permit shall notify the Kendall County Planning, Building and Zoning Department within thirty (30) days of changes in operation manager. In addition, the operator of the business allowed by this special use permit shall provide contact information of the management operator annually by July 1st.
- 13. The operator of the business allowed by the special use permit shall ensure a host community agreement is in existence with the County prior to operations.
- 14. Ordinance 2014-04 and all previous special use permits and amendments to special use permits related to the operation of composting facility on the subject property are hereby repealed in their entireties.
- 15. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment. The Petitioner was opposed to this condition.
- 16. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
- 17. Any structures constructed, installed, or used related to the business allowed by this special use permit on the property shall not be considered for agricultural purposes and must secure applicable building permits.
- 18. The owners and operators of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
- 19. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
- 20. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
- 21. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
- 22. This special use permit shall be treated as a covenant running with the land and are binding on the successors, heirs, and assigns as to the same special use conducted on the property.

Chairman Wormley asked which conditions, besides the condition classifying vehicles and equipment as non-agricultural, did the Petitioner have objections. Mr. Asselmeier responded that the Petitioner opposed the request by the Health Department to measure wind direction and speed daily, the Illinois Department of Natural Resources requirements related to the Rusty Patch Bumble Bee, and Yorkville's odor measurement and compliance requirements.

Chairman Wormley felt that odor control measures should be implemented. He felt that using an olfactometer would be difficult. He was in favor of removing the non-agricultural vehicle classification requirement. He was in favor of having the wind speed and direction monitoring requirement.

Mr. Rybski recommended paying attention to odor. The most common complaint was odor complaints after further development occurred in the area. He said the easiest way to control odor was to monitor wind speed and direction and behave accordingly.

Chairman Wormley explained the impact of the closure of the facility.

Ms. Olson asked if the monitoring of wind speed and direction occurred at the subject facility. Mr. Rybski responded that wind speed and direction were monitored at the subject property. Mr. Rybski noted that wind speeds and direction can change guickly so monitoring alone would not solve all of the problems.

Marlin Hartman, Kendall County Solid Waste Coordinator, provided a history of the property. He said amendments could be added to the materials. These amendments cost money; monitoring the wind did not cost money. He noted that complaints related to odors stopped when the operators tracked the wind and avoided turning windrows when the wind was blowing towards Yorkville; there has not been an odor complaint in the last three (3) years. He said that if the facility was

operating, there probably would be dust complaints. He would like to see the conditions related to water truck and wind tracking be included in the special use permit.

Mr. Klaas noted that the only place in the County identified as area occupied by the Rusty Patch Bumble Bee was the southern approach of the new Eldamain Road bridge. He was skeptical about the location of the Rusty Patch Bumble Bee.

Mr. Klaas noted the quality of the Rob Roy Creek south of the subject property. He asked about runoff and questioned the size of the detention pond. He felt the detention pond was too small. He asked about the definition and amount of food scrap. Mr. Asselmeier provided WBK's comments and runoff items should be addressed in the stormwater management permit. Karen Milroy described food scraps that would be accepted; items that would normally be composted by residents.

Ms. Milroy explained that composting is a science and wind considerations is not the factor to consider when addressing odors. Chairman Wormley asked for suggestions for managing odors. Ms. Milroy explained the activities of previous operators. She expressed concerns about not being able to turn the windrows, if winds were blowing from the wrong direction.

Mr. Hartman discussed food waste in landfills. He favors allowing the Petitioner to receive food waste. The site is allowed to accept ten percent (10%) food waste per their permit from the Illinois Environmental Protection Agency. He discussed the importance of mixing the materials to avoid getting bugs and rodents. He emphasized the importance of watching the wind. Knowing the direction of wind also helps the Petitioner in cases of unfounded odors. He discussed the addition of amendments to the composting materials at times when winds were blowing towards populated areas; there was a cost to adding odor amendments.

Food scraps were collected from grocery stores or restaurants. Discussion occurred regarding quality control for food scraps and contamination of materials. Deliveries must be inspected.

Mr. Rybski made a motion, seconded by Mr. Klaas, to recommend approval of the proposal with the conditions proposed by Staff with the amendment requiring the operator of the business to track wind direction and speed daily and add amendments to the composting materials if windrows are turned with winds blowing in unfavorable directions and remove the requirement relate to the classification of equipment as non-agricultural.

Ms. Olson asked about inclusion of the comments from WBK Engineering. Mr. Asselmeier responded that a condition existed related to complying with applicable regulations and the stormwater permit would be an applicable regulation. He also discussed complying with the site plan on file with the State and the Petitioner's permit with the Illinois Environmental Protection Agency.

Mr. Klaas favored the Petitioner tracking wind conditions.

Jeff Milroy, Petitioner, discussed existing regulations related to wind. Wind directions have to be considered when turning windrows. He also discussed the impact of adding amendments to the materials.

The votes were follows:

Ayes (6): Asselmeier, Briganti, Klaas, Olson, Rybski, and Wormley

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

Absent (4): Chismark, Guritz, Holdiman, and Langston

The motion passed.

The proposal goes to the Kendall County Regional Planning Commission on August 23, 2023.

REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD

None

**OLD BUSINESS/NEW BUSINESS** 

None

**CORRESPONDENCE** 

None

**PUBLIC COMMENT** 

The Committee reviewed the building evacuation plan.

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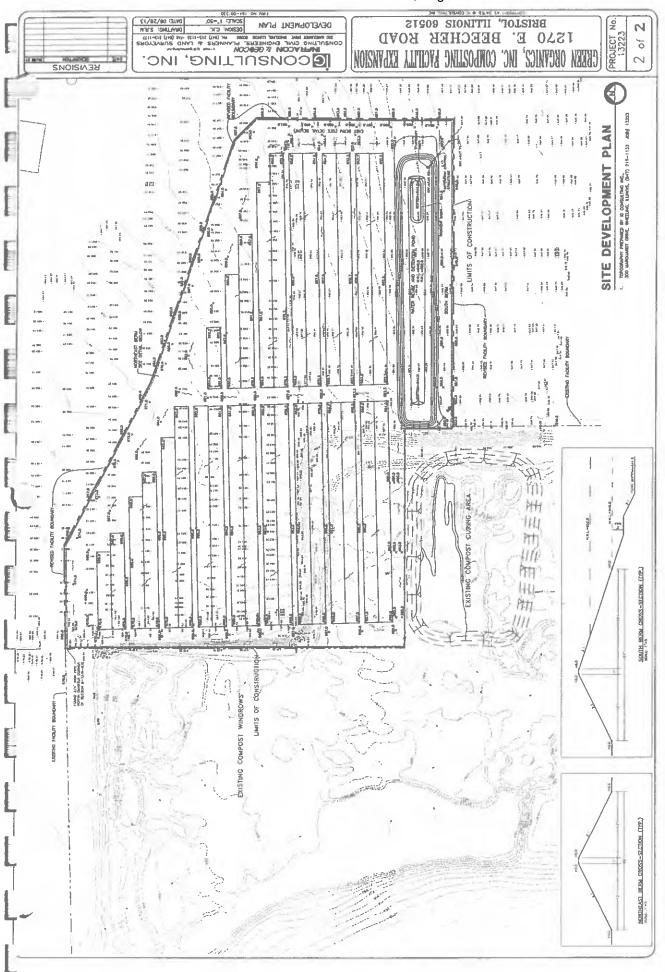
#### **ADJOURNMENT**

Mr. Rybski made a motion, seconded by Mr. Klaas, to adjourn.

With a voice vote of six (6) ayes, the motion carried.

The ZPAC, at 9:59 a.m., adjourned.

Respectfully Submitted, Matthew H. Asselmeier, AICP, CFM Director





### Memorandum

To: City Council

From: Krysti J. Barksdale-Noble, Community Development Director

CC: Bart Olson, City Administrator

Date: August 10, 2023

Subject: PZC 2023-11- Kendall County Petition 23-26

Milroy Farm – 1270 E. Beecher Road - 1.5 Mile Review (Special Use)

#### **SUMMARY:**

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioner, Jefferey D. Milroy on behalf of Milroy Farms, LLC, is requesting to renew its current special use permit, approved in 2014, for the operation of a compost facility on approximately 39.87 acres in unincorporated Kendall County. The current special use authorization is set to expire in Kendall County on December 1, 2023. If approved, the new special use will expire on December 1, 2033. The petitioner is not seeking to continue the compost facility on the adjacent (east) approximately 18-acre parcel located within Yorkville's corporate boundary, which was required to be decommissioned on or by March 2, 2024, per a Settlement Agreement with the City. Additionally, the petitioner states the compost facility will not be run by the previous operator, Green Organics. The subject property is located at 1270 E. Beecher Road which is generally located on the east side of E. Beecher Road and approximately 0.5 miles south of Galena Road.

#### **STAFF COMMENTS**

Staff has reviewed the request for special use renewal for the compost facility and still has some specific concerns related to the odor control regulations. **Staff would recommend** that in the event the City of Yorkville receives an odor complaint, the City can reach out directly to the property owner and Kendall County's Solid Waste Coordinator and receive a response in writing as to how the odor will be/was mitigated within seven (7) business days.

#### PLANNING AND ZONING COMMISSION RECOMMENDATION:

This item was scheduled to be discussed at the August 9, 2023 Planning and Zoning Commission meeting. However, this meeting was unable to be held due to a lack of quorum, therefore, no recommendation or objection to the special use request was provided.

#### **ATTACHMENTS**

- 1. PZC Memorandum
- 2. Application with Attachments

# Attachment 11, Page 1 KENDALL COUNTY REGIONAL PLANNING COMMISSION

#### Kendall County Office Building Rooms 209 and 210 111 W. Fox Street, Yorkville, Illinois

#### Unapproved - Meeting Minutes of August 23, 2023 - 7:00 p.m.

Chairman Bill Ashton called the meeting to order at 7:10 p.m.

#### **ROLL CALL**

Members Present: Bill Ashton, Eric Bernacki, Larry Nelson, Bob Stewart, Claire Wilson, and Seth Wormley

Members Absent: Tom Casey, Dave Hamman, Karin McCarthy-Lange, and Ruben Rodriguez

Staff Present: Matthew H. Asselmeier, Director

Others Present: Jeff Milroy, Jesse Sexton, and Dan Nagel

#### APPROVAL OF AGENDA

Member Wilson made a motion, seconded by Member Bernacki, to approve the agenda. With a voice vote of six (6) ayes, the motion carried.

#### APPROVAL OF MINUTES

Member Nelson made a motion, seconded by Member Wilson, to approve the minutes of the July 26, 2023, meeting. With a voice vote of six (6) ayes, the motion carried.

Member Bernacki noted that the Gas-N-Wash on Caton Farm Road and Ridge is presently under construction and not open.

#### **PETITION**

#### Petition 23-26 Jeffery D. Milroy

Mr. Asselmeier summarized the request.

On March 19, 2014, through Ordinance 2014-04, the County Board granted a special use permit, with conditions for the operation of a composting facility at the subject property. Ordinance 2014-04 required the property owner to submit a renewal prior to July 1, 2023, or the special use permit would expire on December 1, 2023. The property owner submitted the required renewal on June 30, 2023.

The subject property has operated as a composting facility since 1993.

The Petitioners are requesting the special use permit for the approximately thirty-nine point eight-seven (39.87) acres located in the unincorporated area. They are not renewing the special use permit for operations inside the United City of Yorkville. This reduces operations from approximately fifty-eight (58) acres.

The Host Community Agreement also expires in 2023. The Planning, Building and Zoning Committee met on July 10, 2023, to discuss renewing the agreement. They requested additional information regarding the amount of and types of materials coming into and out of the property. The Petitioner answered those questions at the Planning, Building and Zoning Committee meeting on August 7, 2023, and the proposed Host Community Agreement was forwarded to the State's Attorney's Office for review.

Green Organics is no longer associated with the property.

The application materials, Ordinance 2014-04, the plat of survey, the business plan, including the site plan and landscaping plan, and the decommissioning plan were provided.

On August 17, 2023, the Petitioner submitted a revised site plan, which was provided. The Petitioner admitted that this site plan was a working copy and not necessarily the final version of the proposal.

The original submitted site plan and the revised site plan do not match the approved site plan on file with the Illinois Department of Natural Resources. This site plan was provided.

The property is located at 1270 E. Beecher Road.

The property is just under forty (40) acres in size.

The County's Future Land Use Map calls for the western end of the property to be Mixed Use Business and the eastern part of the property to be Suburban Residential. Yorkville's plan calls for the property to be Estate/Conservation Residential.

E. Beecher Road is a Local Road maintained by Bristol Township.

There is a proposed trail along E. Beecher Road.

There are no floodplains on the property. There is a wetland on the extreme northwest corner of the property.

The adjacent land use to the west is Manufacturing. The other adjacent land uses are Agricultural.

The adjacent properties are zoned A-1, A-1 SU, M-2 and M-3 SU in the County. The adjacent properties inside Yorkville are zoned R-2 Planned Unit Development and R-2, R-4, and B-3 Planned Unit Development.

The County's Future Land Use Map calls for the area to be Suburban Residential, Mixed Use Business, and Urban Area. Yorkville Future Land Use Map calls for the area to be Estate/Conservation Residential.

The zoning districts within one half (1/2) mile in the County are A-1, A-1 SU, M-1, M-2, and M-3 SU. Inside Yorkville, there are a variety of residential planned unit developments.

The A-1 SU to the south was for gravel mining. The M-3 SU to the west was for asphalt production.

EcoCAT Report was submitted on June 22, 2023. The Mottled Sculpin and Rusty Patch Bumble Bee were in the vicinity. The Illinois Department of Natural Resources recommended that work that disturbs the ground or removes flowering plants be done between October 1<sup>st</sup> and April 1<sup>st</sup>. If work occurred outside of the dates listed, a Rusty Patch Bumble Bee survey should be conducted by a qualified biologist, with the results forwarded to the Illinois Department of Natural Resources. The consultation also noted that coordination with the United States Fish and Wildlife Service may be necessary. The consultation also contained suggestions for lighting. The consultation was closed if the recommendations related to the Rusty Patch Bumble Bee were implemented. The EcoCat Report was provided.

The Petitioner was not agreeable to either recommendation related to the Rusty Patch Bumble Bee. The Illinois Department of Natural Resources said if that if the Petitioner impacted the Rusty Patch Bumble Bee, that would be problematic.

The NRI Application was submitted on June 20, 2023. The LESA score was 175, indicating a low level of protection. The NRI Report was provided.

Petition information was sent to Bristol Township on July 19, 2023. No comments were received.

Prior to formal application submittal, Staff contacted Yorkville regarding potential comments on the application. Yorkville requested the following items:

- 1. A thirty foot (30') wide buffer with a berm at least three feet (3') in height and consisting of two (2) shade trees, five (5) evergreen trees, and three (3) ornamental trees per one hundred (100) linear feet of buffer; they favored a minimum fifteen (15') foot wide buffer.
- 2. Odor control regulations including using an ASTM certified portable olfactometer, notification by the County to the property owner/business operator within two (2) business days of findings, and a requirement that the property owner/business operator respond within five (5) business days of receiving the notice with corrective action steps. Yorkville's performance standards related to odor were submitted to the County.
- 3. A condition that the property owner/business operator submit a written response within seven (7) days of receiving a complaint for a non-odor violation outlining steps taken to correct the issue of the complaint.
- 4. The submission of a detailed decommissioning plan.
- 5. A requirement that notification of operation management changes and contact information be updated annually with the County.

Staff has concerns regarding the requested procedure of enforcement because the requested method presently contradicts the County's current voluntary compliance policy and the regular procedures for handling alleged violations in the Zoning Ordinance. Also, the County does not presently own an olfactometer. Lastly, the Illinois Environmental Protection Agency has rules regarding complaints.

Yorkville's email and Staff's response were provided.

The Petitioner was agreeable to certain landscaping, the submission of a decommissioning plan, the request regarding change of management and updated contact information.

Petition information was sent to the United City of Yorkville on July 19, 2023.

The August Yorkville Economic Development Committee and Planning and Zoning Commission meetings were cancelled. The proposal was reviewed at the Yorkville City Council meeting on August 8, 2023, with no comments, and was reviewed again at the August 22, 2023, Yorkville City Council meeting. The Yorkville City Council recommended approval of the proposal. A memo from the United City of Yorkville on the steps they would take to address odor complaints was provided.

Petition information was sent to the Bristol Kendall Fire Protection District on July 19, 2023. No comments were received.

The Kendall County ZPAC reviewed the proposal at their meeting on August 1, 2023. Discussion occurred regarding odor control measures. The Committee did not believe that using an olfactometer, as Yorkville recommended, was practical. The Committee favored requiring the operator of the business allowed by the special use permit to track wind daily, avoid turning the windrows when the wind was blowing to populated areas, and adding an amendment to the windrows in cases when turning was necessary and the wind was blowing towards populated areas. The Committee expressed little concern

regarding the Illinois Department of Natural Resource's recommendation related to the Rusty Patch Bumble Bee. The Committee was concerned about runoff. Discussion occurred regarding the definition of food scraps; food scraps were collected from grocery stores and include items that were composted at homes. A recommendation regarding equipment at the property being classified as non-agricultural was removed. ZPAC recommended approval of the proposal with the removal of the condition related to the classification of equipment and add a requirement requiring the operator of the business to track wind direction and speed daily and add amendments to the composting materials if windrows are turned with winds blowing in unfavorable directions by a vote of six (6) in favor and zero (0) in opposition with four (4) members absent. The minutes of the meeting were provided.

Per Section 7:01.D.20 of the Kendall County Zoning Ordinance, composting businesses can be special uses on A-1 zoned property subject to the following conditions:

- 1. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in Title 35, Subtitle G, Chapter 1, Subchapter 1, Part 830, Standards for compost facilities.
- 2. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
- 3. The hours during which landscape waste may be received shall be 7:00am to 4:00pm Monday through Friday and 7:00am to 12:00 noon Saturday. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
- 4. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
- 5. A locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
- 6. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- 7. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- 8. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
- 9. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface Water Management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
- 10. Truck weights shall be limited to seventy-three thousand, two hundred eighty (73,280) pounds.
- 11. The operator shall provide weight receipts to Kendall County.

- 12. Off-site debris and trash generated by the site must be cleaned-up daily on surrounding properties with the owner's permission.
- 13. Other conditions as appropriate for the particular facility.

The Petitioner is agreeable to conditions 1-12.

When the special use permit was originally granted in the 1990s, they were originally allowed to process one hundred fifty thousand (150,000) cubic yards of source separated landscape materials. This number was increased to one hundred seventy-five thousand (175,000) cubic yards in 2014.

Starting in 2010, the facility was allowed to accept food scraps.

The original site plan showed several twenty-five foot (25') wide windrows. These windrows are separated by ten foot (10') foot driving aisles. Most of the windrows are eight feet (8') tall or less in height.

The revised site plan showed thirty-two windrows. No information was provided regarding driving aisles. Windrows might extend to the cultivation line. Final elevations will change for composting surface depending on excavated materials used for the pond.

Bulk agent storage areas separate the east and west windrow areas.

Both site plans show one (1) final cure storage area, one (1) grinding and blending concrete pad, and one (1) receiving pad. No information was provided regarding the dimensions of these areas.

As noted previously, the hours when landscape waste can be received are between 7:00 a.m. and 4:00 p.m. on Mondays through Fridays and 7:00 a.m. until Noon on Saturdays. Processing operations may continue for a maximum three (3) additional hours.

As noted in the Decommissioning Plan, the site will be converted back to farming within five (5) months, this includes the removal materials, grading, seeding, and removal of all structures. The Petitioner planned to reevaluate the Decommissioning Plan.

No information was provided regarding the number of employees at the property.

The use has been at the property since 1993.

There have not been any founded complaints against the property in recent years.

One (1) approximately four hundred twenty (420) square foot office trailer is shown on the plan near the southeast corner of the site.

After the ZPAC meeting, the Petitioners indicated that they may install another building on the property. On the revised site plan, one (1) sixty foot by eighty foot (60'X80') building was shown. This structure was twenty-four feet (24') tall. The building would be used for storage of equipment. The final location of the building was undetermined.

The property is served by a well and septic. The well is located at the southeast corner of the property.

The Petitioner is agreeable to the requirements related to water samples and soil samples, inspection and testing, and submitting copies of the State permit, operational plan, surface water management plan, pest control plan, KCRPC Meeting Minutes 8.23.23

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site drawings, annual report, and decommissioning plan. The Petitioner is also agreeable to providing weight receipts to Kendall County.

The Solid Waste Coordinator shall maintain a log of complaints received on the facility.

Sampling schedules are noted on in the business plan.

Though not shown on the site plan, a dumpster is located on the property. The business plan notes a requirement to clean-up offsite debris and trash daily on surrounding properties.

NICOR possesses an easement north of the existing driveway.

Overhead utilities run from E. Beecher Road to the office trailer.

The property drains to the south and west.

One (1) existing detention basin is shown on the site plan north of parking area. The original site plan also shows one (1) proposed detention basin southwest of the western windrows. One twenty-five foot (25') wide drainage swale is shown west of the western windrows. No information was provided regarding the dimensions of the detention basins or the depth of the drainage swale. The revised site plan shows a much larger water reuse and detention pond.

The Petitioners submitted an application for a stormwater management permit. WBK submitted comments in a letter dated July 15, 2023, which was provided. Staff was waiting for comments from the Petitioner regarding WBK's comments. At the Petitioner's request, the revised site plan was not sent to WBK.

As mentioned previously, the submitted site plans did not match the site plan on file with the Illinois Department of Natural Resources. The State has not evaluated the impact of the proposed site plans on the Surface Water Management Plan presently on file with the State.

Per the site plan, the subject property has an asphalt drive to E. Beecher Road.

The Petitioner is agreeable to the truck weight restriction contained in the Kendall County Zoning Ordinance.

According to the revised site plan, one (1) gravel parking area was shown north of the office trailer and one (1) handicapped accessible parking space was shown east of the office trailer. The total number of park stalls was seven (7). The parking stalls did not meet the minimum depth requirement of twenty feet (20') as outlined in Section 11:02.F.4 of the Kendall County Zoning Ordinance.

The site plan shows one (1) truck turn around area.

No information was provided regarding lighting. Because of the small number of parking spaces, a photometric plan was not required.

According to the business plan, one (1) existing sign is located on the property. The sign is not illuminated. The information on the sign is required per Illinois Environmental Protection Agency rules.

One (1) additional no trespassing sign is located on the interior gate.

According to original the site plan, there is a fence along the western and northern sides of the property. There is also a fifteen foot (15') wide buffer between the eastern property line and the berm. The business plan KCRPC Meeting Minutes 8.23.23

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references a locked gate. The gate is locked during closed hours, but a lock box is available for emergency response vehicles.

Per the original site plan, one (1) fifteen foot (15') wide berm is shown near the eastern property line. A twenty-five foot (25') wide berm is shown near the western and northern property lines. Per the business plan, the eastern berm will be three feet (3') in height. Landscaping consisting of pines, fir, and/or shade trees will be planted at spacing not to exceed forty feet (40') apart. Seedling will be a minimum of six inches (6") in height and will be planted within one (1) year of the issuance of the special use permit. The business plan also references maintaining the existing plantings on the berm and ditch and existing landscaping. No information was provided regarding plantings on the western or northern berms or the composition of the existing landscaping and plantings on the property.

No landscaping information was provided on the revised site plan.

Per the business plan, noise levels cannot exceed Illinois Pollution Control Board standards.

The business plan references odor control strategies generally. Illinois Environmental Protection Agency rules requires operators of composting facilities to prepare an odor minimization plan. Staff has requested a copy of this plan.

The Health Department requested that a water truck be onsite for dusty conditions and that the operator be required to chart wind direction and speed daily. The Petitioner was in agreement regarding the water truck condition, but was not in favor of charting wind speeds.

This is the only property to have a special use permit for a composting facility in unincorporated Kendall County.

The proposed Findings of Fact were as follows:

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 operation is controlled by the EPA and inspected regularly by the Health Department and have not found anything to endanger the public health, safety, morals, comfort, or general welfare.

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 makes 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 operation has been open since 1993 with some minor debris issues a long time ago and since then there have been no complaints or issues. Reasonable restrictions may be placed in the special use permit to address hours of operation, dust, and odor control measures. No evidence has been provided suggesting that property values have declined in the area since the facility commenced operations.

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The special use will not be adding any new utilities or roadways to the property. They will use the current access point onto Beecher Road which has a gate which will be closed KCRPC Meeting Minutes 8.23.23

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# unless the operation is open. State law and the Kendall County Zoning Ordinance require a Surface Water Management Plan.

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. This is true; no variances are requested.

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. This operation existed before the Land Resource Management Plan existed and the plan calls for the area to be residential which it could be when/if this operation ever ceases to exist.

Staff would like confirmation that the revised site plan will be the final version of the controlling site plan for the property. Staff would also like to see a phasing plan by which the old, State approved site plan is phased out and the new site plan is brought online. The general conditions and restrictions would be as follows:

- 1. The facility shall comply with the conditions as they are listed in the applicable sections of the Kendall County Zoning Ordinance related to the composting of landscape waste and food waste, subject to the following:
  - a. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in the applicable sections of the Kendall County Zoning Ordinance.
  - b. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
  - c. The hours during which landscape waste may be received shall be 7:00 a.m. to 4:00 p.m. on Monday through Fridays and 7:00 a.m. to Noon on Saturdays. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
  - d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
  - e. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
  - f. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
  - g. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
  - h. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface Water Management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
  - i. Truck weights shall be limited to seventy-three thousand, two hundred eighty (73,280) pounds.

- j. The operator shall provide weight receipts to Kendall County.
- k. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner's permission.
- 1. Implement strategies to manage potential odor issues such as maintaining proper carbon to-nitrogen ratios, maintaining moisture levels, and sufficient turning of compost piles to enhance decomposition.
- m. Install water spraying systems or dust suppression equipment at critical points of dust generation. Regularly monitor moisture content and use sprinkler systems or misters to dampen the compost as needed.
- 2. The facility will be permitted to take in one hundred seventy-five thousand (175,000) cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings, grass and food waste). (Amended after ZPAC)
- 3. The site shall be developed substantially in accordance with the site plan and the site plan shall be kept on file as "Exhibit A" attached hereto.
- 4. As noted on the site plan, a fifteen foot (15') buffer and a berm will be provided between the composting area and the United City of Yorkville's boundary. The berm will be at least fifteen feet (15') wide and three feet (3') high. The buffer landscaping will be composed primarily of pine, fir, and/or shade trees planted at spacing not to exceed forty feet (40') apart. Seedlings will be a minimum of six inches (6'') in height. Specimen seedlings will be planted and the berm will be constructed within one (1) year of issuance of the special use permit ordinance. The Kendall County Planning, Building and Zoning Committee may grant an extension to the deadline to install the berms and landscaping.
- 5. The facility operator shall maintain existing plantings on the berm and ditch.
- 6. The facility operator shall maintain the security gate, signage, and landscaping as indicated on "Exhibit B" attached hereto. The locked gate shall restrict vehicle access during closed hours except that a "lockbox" shall allow access to emergency vehicles.
- 7. The facility operator shall maintain a sampling schedule as shown on "Exhibit C" attached hereto dated March 11, 2008.
- 8. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility.
- 9. This special use Ordinance shall expire on December 1, 2033, and the petition for renewal shall be made prior to July 1, 2033.
- 10. If any Illinois Environmental Protection Agency (IEPA) violations or citations are received by the site operator/manager and/or parcel owner/manager they need to be submitted to the County Solid Waste Coordinator within thirty (30) days.
- 11. The operator of the business allowed by the special use permit shall follow the Decommissioning Plan as described in Exhibit D. The operator shall assume all of the responsibilities assigned to Green Organics in the plan. The Decommissioning Plan shall be kept on file in the site trailer office per EPA requirements and will be accessible to the Kendall County Health Inspector. The operator of the

- business allowed by the special use permit shall update the Kendall County Health Department within thirty (30) days of changes to the Decommissioning Plan.
- 12. The operator of the business allowed by the special use permit shall notify the Kendall County Planning, Building and Zoning Department within thirty (30) days of changes in operation manager. In addition, the operator of the business allowed by this special use permit shall provide contact information of the management operator annually by July 1<sup>st</sup>.
- 13. The operator of the business allowed by the special use permit shall ensure a host community agreement is in existence with the County prior to operations.
- 14. Ordinance 2014-04 and all previous special use permits and amendments to special use permits related to the operation of composting facility on the subject property are hereby repealed in their entireties.
- 15. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment. (Deleted at ZPAC)
- 16. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
- 17. Any structures constructed, installed, or used related to the business allowed by this special use permit on the property shall not be considered for agricultural purposes and must secure applicable building permits.
- 18. At least one (1) water truck shall be onsite for dust control purposes. (Added after ZPAC)
- 19. The operator of the business allowed by this special use permit shall track wind direction and speed daily and add amendments to the composting materials if windrows are turned with winds blowing towards populated areas. (Added after ZPAC)
- 20. The owners and operators of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
- 21. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
- 22. 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.
- 23. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
- 24. This special use permit shall be treated as a covenant running with the land and are binding on the successors, heirs, and assigns as to the same special use conducted on the property.

Member Nelson asked about the tipping fee. Mr. Asselmeier said the tipping fee was in the host agreement. Member Nelson wanted to make sure that the Petitioners were current on the tipping fee and he would like to see a requirement in the special use permit stating that they had to be current on tipping fee payments.

Member Bernacki asked if a deadline existed for the decommissioning plan. Mr. Asselmeier said the decommissioning plan was in the packet and explained the process for amending the decommissioning plan.

Member Wilson asked if a bond would be posted to guarantee the decommissioning plan. Mr. Asselmeier responded the bonding requirements were set and posted by the State. Discussion occurred regarding updating the bond figures in the decommissioning plan. The property owner was ultimately responsible for cleaning up the property. The State controls approving the dollar amounts in the decommissioning plan.

Jeff Milroy, Petitioner, discussed the decommissioning plan for the use on the Yorkville portion of the operations and related legal settlements. He will update the decommissioning plan when the State permit is transferred to him; he did not have a copy of the legal agreement between Yorkville and Green Organics.

Discussion occurred regarding surrounding land uses in relation to odors. Mr. Asselmeier said that Yorkville submitted a request regarding procedures and methods for addressing odor complaints.

Dan Nagel explained that the adjoining properties in Yorkville were zoned residential. He intended to use a portion his property for a solar field. The composting business will operate in the County only and not inside Yorkville. The solar field will create a buffer between residential uses and the composting facility.

Member Wilson asked about the acceptance of food scraps. The Petitioner would be taking in food scraps per the IEPA guidelines, which was up to ten percent (10%) of the materials collected. Member Nelson asked about the definition of food scraps. Jesse Sexton, Operator of the Facility since 1999, explained the types of food scraps that would be accepted, no meat or dairy would be accepted. Concerns about attracting rodents and pest were unfounded.

Member Bernacki asked about tracking wind speed and direction. Mr. Sexton said they do monitor wind, but, if the facility was operated correctly, odor would not be an issue. Mr. Milroy disagreed with the condition requiring avoiding turning the windrows when the wind was blowing towards populated areas; he did not oppose tracking the wind generally. Mr. Milroy questioned the meaning of populated area. Discussion occurred about maintaining a wind log in relation to complaints. Mr. Milroy explained when the IEPA wanted piles turned in relation to wind. Mr. Sexton explained the timing and rationale for turning windrows in relation to temperature for decomposition.

Member Wilson asked what percentage of the site would be used for composting operations. The response was seventy-five percent (75%).

Member Wormley stated that he was not in favor of not allowing the turning of windrows when the winds were blowing towards populated areas because the restriction could negatively impact the operations of the business and create additional odor problems. He also noted the service provided by the business allowed by the special use permit. He also expressed his support for existing businesses.

Member Wormley made a motion, seconded by Member Nelson, to recommend approval of the renewal of the special use permit. Chairman Ashton asked which site plan would be the controlling plan. Mr. Milroy explained the history of developing the site plan. Discussion occurred regarding amending special use permits. Mr. Milroy also explained some site work that will occur at the property. Member Wormley withdrew is original motion and Member Nelson withdrew his second.

Member Wormley made a motion, seconded by Member Nelson, to recommend approval of the renewal of the special use permit using the revised site plan as the controlling site plan.

Mr. Nagel discussed drainage related to the Rob Roy Creek Drainage District and getting the District's KCRPC Meeting Minutes 8.23.23 Page 11 of 12

equipment near the Creek.

The Petitioner would still need to comply with IEPA requirements related to the site plan.

The new building would not be an agricultural exempt building.

The votes were as follows:

Ayes (6): Ashton, Bernacki, Nelson, Stewart, Wilson, and Wormley

Nays (0): None

Absent (4): Casey, Hamman, McCarthy-Lange, and Rodriguez

Abstain (0): None

The motion carried. The proposal will go to the Kendall County Zoning Board of Appeals on August 28, 2023.

#### CITIZENS TO BE HEARD/PUBLIC COMMENT

None

#### **NEW BUSINESS**

#### Village of Plainfield Community Visioning Workshops

Commissioners reviewed the flyer for the workshops. Member Bernacki planned to attend the Wednesday workshop. If necessary, the Commission might a pass resolution related to Plainfield's proposal.

Member Nelson would like to review the Future Land Use Maps for Minooka and Shorewood.

Joliet has not been actively updating their Comprehensive Plan.

#### **OLD BUSINESS**

None

#### REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD

None

#### OTHER BUSINESS/ANNOUNCEMENTS

None

#### **ADJOURNMENT**

Member Nelson made a motion, seconded by Member Wormley, to adjourn. With a voice vote of six (6) ayes, the motion carried.

The Kendall County Regional Planning Commission meeting adjourned at 8:12 p.m.

Respectfully submitted by, Matthew H. Asselmeier, AICP, CFM Director

Encs.



# KENDALL COUNTY REGIONAL PLANNING COMMISSION AUGUST 23, 2023

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

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
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## Memorandum

To: City Council

From: Krysti J. Barksdale-Noble, Community Development Director

CC: Bart Olson, City Administrator

Date: August 10, 2023

Subject: PZC 2023-11- Kendall County Petition 23-26

Milroy Farm – 1270 E. Beecher Road - 1.5 Mile Review (Special Use)

#### **SUMMARY:**

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the City the opportunity to review and provide comments to Kendall County. The petitioner, Jefferey D. Milroy on behalf of Milroy Farms, LLC, is requesting to renew its current special use permit, approved in 2014, for the operation of a compost facility on approximately 39.87 acres in unincorporated Kendall County. The current special use authorization is set to expire in Kendall County on December 1, 2023. If approved, the new special use will expire on December 1, 2033. The petitioner is not seeking to continue the compost facility on the adjacent (east) approximately 18-acre parcel located within Yorkville's corporate boundary, which was required to be decommissioned on or by March 2, 2024, per a Settlement Agreement with the City. Additionally, the petitioner states the compost facility will not be run by the previous operator, Green Organics. The subject property is located at 1270 E. Beecher Road which is generally located on the east side of E. Beecher Road and approximately 0.5 miles south of Galena Road.

#### **STAFF COMMENTS**

Staff has reviewed the request for special use renewal for the compost facility and still has some specific concerns related to the odor control regulations. **Staff would recommend** that in the event the City of Yorkville receives an odor complaint, the City can reach out directly to the property owner and Kendall County's Solid Waste Coordinator and receive a response in writing as to how the odor will be/was mitigated within seven (7) business days.

#### PLANNING AND ZONING COMMISSION RECOMMENDATION:

This item was scheduled to be discussed at the August 9, 2023 Planning and Zoning Commission meeting. However, this meeting was unable to be held due to a lack of quorum, therefore, no recommendation or objection to the special use request was provided.

#### **ATTACHMENTS**

- 1. PZC Memorandum
- 2. Application with Attachments

#### **HOST COMMUNITY AGREEMENT**

THIS HOST COMMUNITY AGREEMENT ("Host Agreement" or "Agreement") is entered into as of the INSERT DAY of INSERT MONTH 2023, among the County of Kendall, Illinois ("County") and Milroy Farms, LLC ("the Company"), an Illinois corporation with its principal place of business located in Kendall County, Illinois.

#### **RECITALS**

WHEREAS, the Company currently leases approximately 39.87 acres located on the east side of Beecher Road about 0.5 miles south of Galena Road, commonly known as 1270 E. Beecher Road (PIN #02-08-100-006,), in Bristol Township from Milroy Farms, LLC which property is more specifically described in the legal description set forth in Attachment A (the "Property"); and

WHEREAS, said Property is currently zoned A-1 Agricultural with an existing Special Use for the operation of a landscape and food waste composting site (hereinafter referred to as "the Facility"); and

**WHEREAS,** the County Board of Kendall County, Illinois did grant the original special use permit on October 19, 1993 (*see* Ordinance 1993-19) and also granted the Company's, or the Company's predecessor in interest's, requests for renewal of the special use permit on August 19, 1997 (Ordinance 1997-13), on April 18, 2000 (Ordinance 2000-18) and on May 20, 2008 (Ordinance 2008-17); and

**WHEREAS,** on October 25, 2011, the Kendall County Zoning Administrator and Deputy Zoning Administrator granted the Company's petition for a minor amendment to the special use permit to allow the Facility to accept and process food waste (Minor Amendment No. 10-25-11); and

**WHEREAS**, the County Board of Kendall County, Illinois did grant a renewal of the special use permit on March 19, 2014 (Ordinance 2014-04) and renewed the host agreement on the same date; and

**WHEREAS**, the Company recently filed a petition for a renewal and major amendment to their special use permit, which was signed by the Company and the Property's owners, seeking the Company to continue operating the Facility but modifying the site plan to eliminate operations within the City of Yorkville, adjusting the site plan; and adding new conditions to the Property (*see* Petition 23-26); and

WHEREAS, if the County grants Company's petition to amend the special use permit and the Illinois Environmental Protection Agency ("the Agency") issues all appropriate and necessary permits for the continued development and operation of the Facility on the Property, the Company is willing to afford certain benefits as set forth herein to the County; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the County hereby agree as follows:

#### **ARTICLE 1. GENERAL**

- 1.1 <u>Incorporation of Recitals</u>. The above recitals are incorporated as part of this Agreement as though fully set forth herein.
- 1.2 <u>Property</u>. This Agreement encompasses and relates to the Property, as legally described in Attachment A. Any further or future requests for expansion of the Facility, whether on the Property or located elsewhere in the County, is not encompassed by this Agreement and will be the subject matter of a separate Host Agreement, or a supplement to this Agreement, as later determined by the parties to this Agreement.

- 1.3 <u>Effective Date</u>. This Agreement shall be effective upon acceptance of its terms by the Kendall County Board.
- 1.4 Expiration Date. This Agreement shall expire on December 1, 2033. If environmental permitting is not achieved and maintained throughout the term of the Agreement or if the Facility ceases to be operational for any other reason, this Agreement shall expire thirty (30) calendar days after written notification of termination from the Company to the County. Any petition for renewal of this Agreement and the Property's special use permit shall be submitted to the County on or before the close of business on June 30, 2033. This Agreement may be terminated by the County for any other reason upon written notice delivered to the Company at least sixty (60) calendar days prior to the effective date of termination. Termination of the Agreement will not adversely impact the special use approval and composting operations shall be allowed to continue. No penalties or early termination charges shall be required upon County's early termination of the Agreement.

#### **ARTICLE 2. DEFINITIONS**

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

- 2.1. "Act" refers to the Illinois Environmental Protection Act, 415 ILCS 5/1 et. seq., the Illinois Pollution Control Board regulations issued pursuant thereto and relevant permit requirements the Agency may in the future issue with respect to the Facility.
  - 2.2. "Agency" and "IEPA" refer to the Illinois Environmental Protection Agency.
- 2.3. "Agreement" or "Host Agreement" refer to this Agreement and the provisions contained herein.

- 2.4. "Authorized Waste" means landscape and food waste that the Facility is authorized to accept and compost pursuant to the terms of the Facility's IEPA permit and the terms of this Agreement.
  - 2.5. **"Board"** refers to the Kendall County Board.
  - 2.6 "County" refers to the County of Kendall, Illinois.
- 2.7. **"Host Community Fee"** refers to the fee paid to the County, for the benefit of the County, as set forth in this Agreement;
- 2.8 "Landscape waste" refers to landscape waste as defined in Section 5/3.270 of the Act.
- 2.9. "Unauthorized Waste" refers to any other form of waste that is not expressly authorized pursuant to the terms of the Facility's IEPA permit and the special use permit issued for the Property.

#### ARTICLE 3. COMMITMENTS AND GUARANTEES

- 3.1. Operational Commitment. The Company commits that it will be the sole operator of the Facility and will not transfer its lease of the Property or assign its rights and obligations to operate related to the Facility, including any component thereof, without the written approval of the Board.
- 3.2. <u>Covenant Guarantee</u>. The parties acknowledge their mutual intent at the time of entering into this Agreement to create a covenant running with the land in favor of the County and that the obligations stated in this Agreement touch and concern the use of the Property. It is the intent of the parties hereto that the Company's obligation to make payments pursuant to this Agreement is and shall be a covenant running with the Property and is and shall be binding upon transferees, successors, assigns, and subsequent tenants and owners of the Property, and is and

shall be a lien upon the Property. Said covenant shall benefit the County and its successors, transferees, and assigns. The Company agrees the County may prepare, and the Company shall promptly execute duplicate originals of the Host Agreement and record such Host Agreement in the Kendall County Recorder's Office.

#### **ARTICLE 4. OPERATIONS**

4.1. <u>Authorized Waste</u>. The Facility shall accept only Authorized Waste. The Facility shall comply with all relevant regulations and IEPA permits relative to load checking and waste acceptance.

#### **ARTICLE 5. ENVIRONMENTAL PROTECTIONS**

- 5.1. Compliance. At all times in connection with the operation of the Facility, the Company shall comply with all laws, ordinances, rules, regulations and permits of any applicable Federal, State or local governmental agency or authority relating to the operation of the Facility. At all time in connection with the operation of the Facility, the Company shall also comply with all provisions of the Property's special use permit and all conditions listed in the applicable sections of the Kendall County Zoning Ordinance pertaining to composting of landscape waste and food waste as it currently exists and as it may be amended in the future. The County will continue to provide all inspections and testing for the Facility. The Company shall provide the Kendall County Solid Waste Coordinator with notice of all complaints received about the Facility and a copy of all documents requested by the Kendall County Solid Waste Coordinator regarding the complaints. The Kendall County Solid Waste Coordinator shall maintain a log of all complaints received about the Facility.
- 5.2. <u>Indemnification</u>. The Company agrees to indemnify, hold harmless and defend with counsel of the County's own choosing, the County, and its Board members, elected

officials, agents, servants, and employees, from and against any and all lawsuits, claims, demands, liabilities, losses and expenses (including court costs, litigation expenses and attorney's fees) for or on the account of any injury to any person or any death at any time resulting from such injury, or any damage to property or the environment, or any other damage of any type, kind or sort which may arise or which may have been alleged to have arisen out of or in connection with the Property's special use permit or this Agreement.

- 5.3. Third Party Claims. Promptly after receipt by the County, or municipality within the County, of notice of any claim, action, suit or proceeding by any person who is not a party to this Agreement which is subject to indemnification hereunder, the County or such municipality shall provide reasonable notice to the Company.
- 5.4. <u>Insurance</u>. The Company shall obtain and maintain all insurance coverage required by the EPA. In the event the EPA ceases to require the Company to maintain insurance coverage, the Company shall promptly notify the County and the parties shall amend this Agreement to include insurance coverage requirements.

#### ARTICLE 6. HOST COMMUNITY FEES AND BENEFITS

- 6.1. <u>Host Fees</u>. On a monthly basis, the Company shall pay a Host Community Fee to the County pursuant to the Host Fee Schedule set forth in "Attachment B", which is attached hereto, for all waste received by the Facility.
- 6.2. <u>Payment Form</u>. Each Host Community Fee payment shall be accompanied by a form prescribed by the County stating the weight of authorized waste accepted at the Facility during the payment period; a copy of all weight receipts for the Facility during the payment period; and all such other information as may be necessary for the County to assure compliance

with this Agreement. The form shall be signed by the Facility's operator or his authorized representative.

6.3. <u>Books and Records</u>. The Company shall keep complete and accurate books and records relating to the determination of the fees owed under Article 6 of this Agreement, in an auditable form. The Company shall permit the County's designated representatives access to such books and records for inspection and photocopying, during the Facility's normal business hours. In the event that such inspection reveals any underpayment(s) of the host fee, the Company shall promptly pay to the County the amount(s) of such underpayment(s) due and owing to the County, and reimburse the County for its costs and expenses of such inspection and, if necessary, collection, including any professional and technical fees in connection therewith.

#### **ARTICLE 7. REMEDIES**

- 7.1. Remedies. In the event of any default or breach by the Company of their obligations set forth in this Agreement, the County may bring an action to enforce this Agreement and seek any and all relief available at law or in equity. The Company shall reimburse the County for its reasonable attorneys' fees and costs (including fees for expert witnesses and consultants) incurred in enforcing this Agreement.
- 7.2. Remedies Not Exclusive. No right, power or remedy conferred upon or reserved to any Non-Defaulting Party under this agreement or under law shall be considered exclusive of any other right, power or remedy, but such rights, powers and remedies shall be cumulative and shall be addition to every other right, power and remedy given hereunder or now or hereafter available at law or in equity or by statute or otherwise, and every right, power and remedy given by this Agreement to any Non-Defaulting Party may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, without precluding an Non-Defaulting

Party's simultaneous or later exercise of any or all other rights, powers or remedies, including,

by way of example, the right of the County to file a complaint with the IPCB alleging a violation

of the Act. No delay or omission of the Non-Defaulting Party to exercise any right, power or

remedy arising from an default or breach hereof on the part of the Defaulting Party shall impair

any such right, power or remedy or shall be construed to be a waiver of any such default or

breach or any acquiescence therein.

**ARTICLE 8. MISCELLANEOUS** 

8.1. <u>Notice</u>. Any notice to be given hereunder by either party to another shall be in

writing and be sent by personal delivery, by overnight delivery service or by registered or

certified mail, postage prepaid, return receipt requested, and shall be deemed communicated

when delivered or after four (4) business days from the date of mailing, whichever is earlier.

Notice shall be addressed as set forth below, but each party may change its address by written

notice to the others.

To the County: Kendall County

111 West Fox Street

Yorkville, Illinois 60560-1498

Attention: County Clerk

with a copy to: Kendall County Courthouse

Office of the Kendall County State's Attorney's Office

807 West John Street Yorkville, Illinois 60560

Attention: Kendall County State's Attorney

Kendall County Planning, Building & Zoning Department

111 W. Fox Street

Yorkville, Illinois 60560 Attention: Director

To the Company:

Milroy Farms, LLC

287 Woodstock Avenue

Glen Ellyn, IL 60137

Attention: Jeff Milroy

- 8.2. <u>Entire Agreement and Modification of Agreement</u>. This Agreement constitutes the entire agreement of the parties hereto relating to the subject matter hereof, and all prior communications, discussions, understandings and agreements are hereby merged herein. This Agreement may not be modified except in writing acknowledged by all parties to the Agreement.
- 8.3. <u>Caption</u>. Captions of the Articles, Sections and Sub-Sections of this Agreement are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 8.4. <u>Governing Law and Forum for Litigation</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any litigation filed by any party hereto against any other party hereto and involving this Agreement shall be filed in the Circuit Court for the Twenty-Third Judicial Circuit, Kendall County, Illinois.
- 8.5. <u>Severability</u>. The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of any one provision shall not affect the validity and enforceability of the other provisions hereof.
- 8.6. <u>Binding Effect</u>. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.
- 8.7. <u>Force Majeure</u>. No party hereto shall be deemed to be in default or to have breached any provision of this Agreement, as a result of any delay, failure in performance or interruption of services resulting directly or indirectly, from new technology that substantially reduces the amount of waste available for disposal at the Facility, acts of God, acts of civil or military authority, civil disturbance, war, acts or orders of any governmental entity, riots, or any

governmental action that prevents the Company from meeting its minimum guarantee set forth herein. The Company's inability to satisfy the guaranteed minimum Host Community Fee due to its own action does not constitute a force majeure event hereunder. Such aforementioned government actions include, but are not limited to, restrictions on operations imposed due to noncompliance with applicable legal requirements or involuntary reduction of waste receipts by the Company for reasons not otherwise set forth in this Agreement or any other Agreement of the parties. The closure or suspension of operations at the Facility by government action does not constitute a force majeure event under this section where the closure or suspension is the result of (a) a court of competent jurisdiction (or IPCB) finding that the Company willfully or recklessly violate the Act; (b) IEPA finding in an order issued pursuant to §34 of the Act that the Company willfully or recklessly violated the Act, which order was not appealed by the Company; or (c) the Company admitting to willfully or recklessly violating the Act. In the event a force majeure event does prevent the Company from meeting its guaranteed minimum Host Community Fee, the Company shall exercise commercially reasonable efforts to maximize the delivery of waste to the Facility.

- 8.8. <u>Non Third-Party Beneficiaries</u>. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons or entities other than the parties and their respective successors and assigns, nor shall any provision give any third persons or entities any right or rights of action against any party to this Agreement.
- 8.9. <u>Authorization</u>. Each of the parties hereto represent to the others that the individual(s) executing this Agreement on its behalf are duly authorized and empowered to bind such party.

- 8.10. <u>Conflict of Interest</u>. The parties represent, to the best of their knowledge and belief, that no member or employee of the County and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out this Agreement has any direct personal or financial interest in the Agreement or in the proceeds thereof. If any County officer or elected official does have a direct or indirect pecuniary interest in Company or this Agreement, that interest, and the procedure followed to effectuate this Agreement has a will comply with 50 ILCS 105/3.
- 8.11. Execution of Additional Documents. Each of the parties hereto agree to execute and deliver to the other party any and all documents that may be necessary or appropriate to effectuate the terms of this Agreement whether on or after the Effective Date, including but not limited to execution and recordation of the Agreement.
- 8.12. <u>Counterparts</u>. This Agreement may be executed in counterparts, and each such counterpart shall constitute one and the same instrument.
- 8.13. <u>Non-Discrimination</u>. The Company shall not, in the performance of this Agreement, discriminate or knowingly permit discrimination against any person on account of sex, race, age, creed, color, national origin, or political or religious opinion or affiliation and shall comply with all relevant state and federal laws concerning discrimination and equal opportunity.
- 8.14. <u>Reservation of Police Powers</u>. The County reserves all its power and authority, including the power to tax and zone the Property except that the County agrees not to impose fees or taxes specific to the disposal of authorized waste on the Property other than as provided in this Agreement.

- 8.15. <u>Waiver</u>. Any waiver of a right, power or remedy under this Agreement must be in writing and accompanied by legal opinion stating (a) the signing party has the power and authority to waive the right, power or remedy under this Agreement; (b) the person(s) signing the waiver on behalf of the waiving party has been properly authorized to do so; and (c) the waiver has been duly authorized, executed, and delivered by the waiving party and constitutes the valid and binding amendment of this Agreement of the signing party and is enforceable against the signing party in accordance with its terms.
- 8.16. Certification. Company certifies that Company, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Company further certifies by signing the Contract documents that Company, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Company made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
- 8.17. <u>Compliance with State and Federal Laws</u>. Company 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. It is understood and agreed to by the parties that all

contracts entered into by a government body, such as Kendall County, are open to public review

and as such will be on file with the County Clerk's office and may be discussed in open session

pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and/or may be released

pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

8.18. <u>Authority to Execute Agreement</u>. The County and Company each hereby

warrant and represent that their respective signatures set forth below have been and are on the

date of this Agreement duly authorized by all necessary and appropriate corporate and/or

governmental action to execute this Agreement.

8.19. <u>Assignment</u>. Neither party shall assign, sublet, sell, or transfer its interest in this

Agreement without prior written consent of the other.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day

and year first above written.

COUNTY OF KENDALL, ILLINOIS

MILROY FARMS, LLC

By:		By:	
•	Matt Kellog Kendall County Board Chairman	Jeff Milroy President	

# **Legal Description of Milroy Farms LLC Parcel**

Parcel 02-08-100-006

That part of the Northwest Quarter of Section 8, Township 37 North, Range 7 East of the Third Principal Meridian, being described as follows: Commencing at the Northwest Corner of said Quarter Section; thence north 88° 29 '44" East along the North Line of said Northwest Quarter, 953.68 feet to a point in the center line of a branch of Rob Roy Creek for the point of beginning; thence continuing North 88° 29 '44" East along said North Line, 1699.50 feet to the Northeast Corner of said Northwest Quarter; thence South 00° 06' 57" East along the East Line of said Northwest Quarter, 1124.58 feet; thence South 88° 27' 18" West, 2655.95 feet to a point on the West line of said Northwest Quarter; that is 1126.52 feet Southerly of the Northwest Corner of said Northwest Quarter; thence North 00° 01' 23" East along said West line, 100.0 feet; thence North 87° 51' 12" East, 1498.53 feet to a point in the center line of a branch of Rob Roy Creek; thence North 28° 38' 38" West along said center line, 1134.24 feet to the point of beginning in Bristol Township, Kendall County, Illinois.

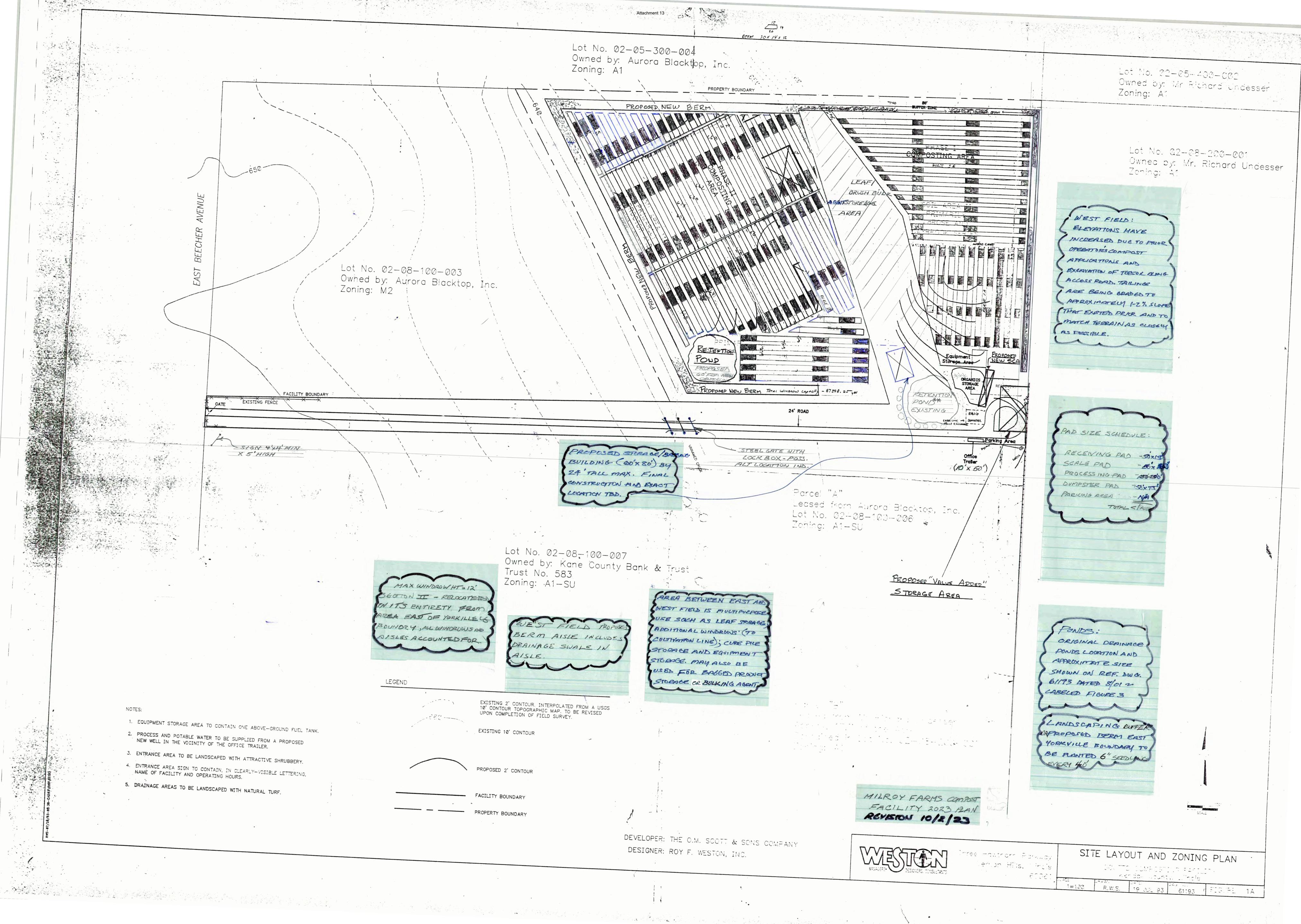
# ATTACHMENT B

# HOST FEE SCHEDULE

The Company shall pay a host fee to Kendall County on a monthly basis and shall provide all weight receipts to Kendall County with each host fee payment. The host fee schedule shall be as follows:

Date to Begin	Fee Per Ton of Landscape Waste Received
Effective date of Ordinance	\$0.90
(December 1, 2023)	
December 1, 2026	\$0.95
December 1, 2029	\$1.00

100% of the host fees are to be paid to Kendall County.



#### **Matt Asselmeier**

From:	Jeff Milroy <
Sent:	Tuesday, October 24, 2023 5:12 PM
To:	Matt Asselmeier
Cc:	Karen Elizabeth; liliana milroy; Christina Burns; Seth Wormley

Subject: Re: [External]site plan and ref drawing for oct 2 meeting

Matt:

Yes, that is the site plan. If you think it advisory then I can wait with additional comments until the stormwater review. I discussed this with IG this morning and sent them my prior comments at their request (which same out a bit faded on your attached drawing). They may be adding the comments and preparing a site plan for all I know - they do not keep me posted as much as I would expect. That is why I did not provide their site plan drawing initially. I picked up their notice (a voice message) late in the day on June 30th that their drawing package was ready. Tebrugge was my backup and provided his drawing a day earlier. So I submitted his since we were on a tight schedule. I am not concerned if IG refuses to work with me going forward. I have a very well respected backup firm ready to go that I have looked into over the last month or so. They are up on the project details and I can simply turn over the IG drawings and calculations to them.

I am not concerned too much with the EPA shutting down my permit request. If they shut it down then I will likely simply close the compost operation on my parcel, have the county permit revoked and find another land use. The cure pile material on adjoining parcels would <u>not</u> be my concern in that case. Right now as an alternate use I am leaning toward returning to ag generally; or, perhaps a wetland mitigation bank on the lower field and a CC/DD facility on the upper east field to make use of the access road and utility lines. It may not fit with the golf course originally tagged by Ocean Atlantic for the adjoining PUD but that is not my problem. The westside lower bottom-land tillable field area was referred to as Rob Roy Slough back in the 1800s (prior to the creation of the ditch/creek and it can pretty easily be converted back by working with a credentialed wetland specialist and plugging field tile). I have a special interest in wetlands so that suits me fine.

Initially you had asked about my plans for the parcel - I think that covers it. Feel free to share it with any interested party in the county or Yorkville if you like. As you know by now I speak frankly and openly.

Thanks,

Jeff

On Tue, Oct 24, 2023 at 4:18 PM Matt Asselmeier < masselmeier@kendallcountyil.gov > wrote:

Jeff:

Just so that I am clear, are the attached plans the ones that you would like used as the official site plans?

As I understand the situation, the County's stormwater engineer has not reviewed these documents. Would you like me to send him these documents for review? I can also find out how much the escrow replenishment would be.

If the attached are your official site plans, before you make any additional changes to the plans, I strongly suggest that you work with IG to incorporate ALL changes that you want into a revised set of plans rather than doing piecemeal changes on your own. Also, please keep in mind that the County's stormwater engineer MIGHT have comments which require the plans to be modified (including the parking stall modifications). For this reason, you might want to wait with making changes into the stormwater review is complete.

A couple of other items to keep in mind:

- 1. This property was not a party to the Rob Roy lawsuit. While it certainly could be party to a lawsuit in the future, at this moment the 60' easement does not apply.
- 2. As has been said on numerous occasions, you might get County approval, but not State approval of your site plan. In which case, you might need to go through the County approval process again, depending on the nature of changes needed for compliance with the State.

Based on the above, I strongly encourage you to work with IG (or a different professional engineer or land use attorney), if you believe changes are necessary to the site plan are necessary and avoid doing changes to the plan that cannot be backed up by a credentialled professional.

Please advise as to how you would like to proceed.

Thanks,

Matthew H. Asselmeier, AICP, CFM

Director

Kendall County Planning, Building & Zoning

111 West Fox Street

Yorkville, IL 60560-1498

PH: 630-553-4139

Fax: 630-553-4179

Sent: Tuesday, October 24, 2023 3:13 PM  To: Matt Asselmeier < masselmeier@kendallcountyil.gov >  Cc: Karen Elizabeth <
Matt,
We are moving forward with the IG drawing I added my comments to and provided as a site plan. I understand from IG your reviewing engineer may have looked it over but has not given it a full review.
Again, there are two concerns Bob Davidson raised at the meeting. (1) was the 60' easement issue. (2) was the dead pool depth (10' below established topo line grade being a problem with Rob Roy Creek adjoining).
The IG site plan drawing as it stands can be reviewed as I provided it. However, in light of Bob Davidsons information provided recently it might be desirable to consider the following:
<ul> <li>If the pond can have the dead pool removed from the design or reduced in area it will not affect stormwater detention as I understand it.</li> <li>I can add a note indicating "the deadpool depth, area, and location can be reduced if requested by the drainage district or if allowed by the reviewing engineer".</li> <li>I can also add a note indicating "the pond area or location may be reduced/changed to accommodate the requested 60' easement".</li> <li>There is an existing comment indicating "show windrows on the east field" (Phase 1 area). I would like to add a note clarifying this indicating the original weston drawing shows the total aisle and windrow number/length allowed for the site throughput capacity.</li> </ul>
I can add these site plan update comments and provide the drawing by PDF tomorrow. Or if you think it best we can move forward with what you already have.
Please advise again what I need to do to replenish the county's reviewing engineer account.
Thanks,
Jeff Milroy

On Tue, Oct 24, 2023 at 7:56 AM Matt Asselmeier < masselmeier@kendallcountyil.gov > wrote:	
Karen:	
The Zoning Board of Appeals hearing is that date and time.	
Please keep in mind that the site plan submitted as the official site plan at the zoning hearing will the official site plan of record for the property.	
Thanks,	
Matthew H. Asselmeier, AICP, CFM	
Director	
Kendall County Planning, Building & Zoning	
111 West Fox Street	
Yorkville, IL 60560-1498	
PH: 630-553-4139	
Fax: 630-553-4179	
From: Karen Elizabeth < Sent: Monday, October 23, 2023 9:27 PM  To: Jeff Milroy <  > Subject: Re: [External]site plan and ref drawing for oct 2 meeting	
Hi Matt,	

Attachment 14, Page 5 I hope all is well. My dad will be getting back to you tomorrow with his site plan direction. Is the upcoming October 30th Zoning Board of Appeals meeting at 7PM in the Kendall County 111 W Fox St building?
Kind regards,
Karen
On Fri, Oct 20, 2023 at 8:18 AM Matt Asselmeier < masselmeier@kendallcountyil.gov > wrote:
Jeff:
I will place your request related to the cure pile on the draft agenda for the November 13 <sup>th</sup> Planning, Building and Zoning Committee meeting.
As has been written on multiple occasions, the County only regulates land in the unincorporated area.
Please provide guidance regarding the site plan by the close of business on October 25, 2023. Please keep in mind that a site plan that has incomplete or inaccurate information could cause the Zoning Board of Appeals and Staff to recommend denial of the special use permit renewal.
Thanks,
Matthew H. Asselmeier, AICP, CFM
Director
Kendall County Planning, Building & Zoning
111 West Fox Street
Yorkville, IL 60560-1498
PH: 630-553-4139
Fax: 630-553-4179

#### **Matt Asselmeier**

From:	Jeff Milroy <
Sent:	Thursday, October 19, 2023 6:37 PM
To:	Matt Asselmeier

Karen Milroy; Seth Wormley; Christina Burns Cc:

Re: [External]site plan and ref drawing for oct 2 meeting Subject:

Matt,

It is up to Kendall county staff; elected officers; and, ultimately voters to say if they want a regional compost facility increasing the quality and quantity of local organic farmers. My wife buys nothing but organic and is a CSA member of Angelic Organics farm. I suggest your board members contact a farmer like "Farmer John" from Angelic Organics and find out what they depend on for soil fertility. It is often omri rated compost in bulk - commercial fertilizer is not allowed by the USDA "final rule" for certified organic operations. The only alternative is ground minerals from quarried stone (which must be mined) or expensive "green manures" which are cover crops that are chopped and tilled into the soil early in the planting season. Even commercial farmers spread bulk compost to increase carbon levels and fertility.

I just need an answer to my request regarding the cure pile please. It will not move to my parcel by Nov 30 by others because Green Organics and Midwest are inactive and just waiting to hear I have the county permit - at which point I imagine they and their equipment will disappear shortly thereafter (as well as my lease payments). If they could sell off the compost at a profit they would be screening every day to meet demand and make money. They have removed only small loads of material to my knowledge perhaps two or three times since the permit application went in. I am waiting to hear I have an amenable county permit and host agreement before I move the material. Why would I move it if I can't process it eventually?

You said I could make a formal request regarding the cure pile and I did. If the county; Yorkville; or, the landowners want the material they can certainly have it - welcome to it in fact. It would save me about 500k+ in fuel, labor, and equipment depreciation / processing cost. There is no guarantee that Green Organics financial guarantees will cover its removal (as landfill daily cover or taken to another compost site). There is a reason why compost cure piles build up only quality screened materials are valuable. Even then you have to have big buyers with confidence in your operator and operation to maintain consistent quality. Jesse Sexton was the main supplier to Scotts Co in Channahon and later to a growing cadre of organic farmers. Midwest later lost the contract when they took over a few years back. Scotts only buy omri rated compost from top notch suppliers with topnotch quality material. Lower tier and poorly regarded suppliers can hardly give it away. Once Scotts complained of glass debris in a load. Jesse had to demonstrate there were no bits of glass in his compost by spreading many tons of compost in a thin layer to dry out all along the access road. Satisfied that no visual glitter was present, Scotts looked elsewhere for the culprit supplier.

Perhaps you and the board members will find this information useful. I hope so but I really do need guidance regarding the cure pile.

Jeff

On Thu, Oct 19, 2023 at 3:24 PM Matt Asselmeier < masselmeier@kendallcountyil.gov > wrote:

Jeff:

# Below please find my comments:

- 1. While topography is a moving target on composting sites and other uses that require special use permits (i.e. landscaping businesses with outdoor storage of materials), it can be calculated based on the proposed location of windrows and the maximum height of piles of material. The special use permit and/or stormwater permit usually sets a maximum height of piles of materials. With that information, combined with the location of the materials on the site and the physical lay of the property, topographic, runoff, and surface water discharge information could be calculated.
- 2. Attachment 4A (see attached) was submitted for the August 28<sup>th</sup> Zoning Board of Appeals hearing. Had this site plan been approved, this would have been the official site plan for the project. This site plan could still be used as the official site plan of the project, if you intend to follow this site plan. The County's Stormwater Engineer could still evaluate this site plan, if this is how you want to develop the site.
- 3. Ordinance 2014-04, which was the adopted ordinance that renewed the special use permit previously, also had a controlling site plan included (see attached major amendment ordinance). If you believe the cure pile placement is compliant with the site plan attached to Ordinance 2014-04, then, as far as the County is concerned, you would be allowed to place the materials on the property until November 30, 2023, when the current special use permit and community host agreement expire. You would still need to follow the various other permits that you have (i.e. State and Federal).
- 4. As for giving notice for the need of topographic information, the special use permit application requires the submittal of topographic information. I believe you were aware of that requirement prior to original application submittal and you have provided this information on other submittal documents. Since March 19, 2014, you were also aware that the special use permit expired on December 1, 2023. In my opinion, I believe the County provided you ample notice of the requirements for special use permit renewal.
- The County's regulations only apply on properties in the unincorporated area. The County cannot speak for Yorkville regarding what enforcement activities, if any, they intend to undertake on the properties adjacent to your property within Yorkville's municipal limits.

I would like to close by reinforcing point 2 above. You have a submitted a site plan that meets the requirements for a special use application (Attachment 4A). This site plan has not been evaluated by the County's Stormwater Engineer, per your direction. It should also be noted that the site plan that you submitted with your original application was evaluated and comments were provided to you which are attached. If those comments were addressed, the site plan that you submitted with your original application could also be used. You have options available to you, but you need to provide the County with accurate information and direction for how you would like to develop the property.

If you have any questions, please let me know.	We request guidance on the matter no later than close of business on
October 25, 2023.	

Thanks,

Matthew H. Asselmeier, AICP, CFM

Director

Kendall County Planning, Building & Zoning

111 West Fox Street

Yorkville, IL 60560-1498

PH: 630-553-4139

Fax: 630-553-4179

From: Jeff Milroy

Sent: Thursday, October 19, 2023 2:43 PM

To: Matt Asselmeier < masselmeier@kendallcountyil.gov>

Cc: Karen Milroy < >; Seth Wormley < <a href="mailto:swormley@kendallcountyil.gov">swormley@kendallcountyil.gov</a>; Christina Burns

<cburns@kendallcountyil.gov>

Subject: Re: [External]site plan and ref drawing for oct 2 meeting

Matt,

Sorry for the confusion. Frankly, topography is a moving target on compost sites. First, since it will change topography yet again in a big way - I officially request the county allow movement of the cure pile between parcels without restriction; fee; or penalty of any kind. The market for compost dictates how long it will take to sell it off. Second, topography on the lower field has changed since the permit application was issued so that I could level the excavation piles left behind by the current composter. Green Organics advised that that excavation was witnessed by county personnel (although no one saw fit to let me know about it). The field's tailing piles had to be leveled in preparation for the next planting season. I can not reasonably be expected to allow a tillable farm field to remain dormant and unusable. I may not be a lawyer or an engineer but my experience is that the law supports what is reasonable.

A week ago I asked IG to topo the site and update the site plan. They are very busy apparently and have yet to call me back after several days. In order to make the 25th - I may have to add notes as before to indicate the 60' easement, etc. Although I can get the Weston CADD drawing it was based on - I will not use (but will add an IG drawing reference to account for placement and numbers of aisles and windrows) the site plan I provided prior to the last meeting. Since there is no guarantee of recognition/observance that compost sites act as a huge sponge / compost blanket and serve as a massive stormwater control benefit - I can only infer that engineers use a giant safety factor and factor in 100% compacted bare soil - essentially assuming no windrows to absorb moisture. Not realistic, but so be it.

By way of explaining the topo situation. As I discussed with you and Karen at the time of the permit application - it is my opinion Yorkville and the county interfered with the sale of my property for two years prior to your letter advising me of the permit application date. The county (or Yorkville) backing out of the agreement with the buyer just after I learned green organics was not pursuing a permit renewal is in my mind not kosher or reasonable. If the county expects a petitioner to provide up to the minute topo data then they should provide notice <u>far</u> earlier in the process. Requesting an upgraded topo in a few weeks time is not reasonable as architects and engineers are all overbooked and extremely busy after catching up on delayed project work delayed during covid.

Also, in the name of transparency Green Organics (and I) received a notice of violation last friday from the EPA stemming from Green Organics inactivity on the site. I will send the EPA a certified letter in response advising I will have the violation issues fixed on my parcel; request a meeting to discuss corrections and permit transfer; and, continue pursuing the county permit. If the county permit is rejected I will begin performing the permit closure activities on my parcel ONLY: within the time allowed in accord with state regulations. It would then be on the county and Yorkville to deal with Undesser; Nagle; and the cure pile.

Regarding a phase in plan. If the county permit goes through - I will attempt to get the EPA permit in Milroy Farms name BEFORE the new pond is built and derive sufficient funds for the new detention pond construction from screening and selling material from the cure pile. (If necessary/possible, set up bagging equipment to sell bagged compost to big box stores.) If eliminating the cure pile is at a loss and/or not sufficiently profitable I will close the EPA permit and ask that the county revoke the special use permit. The final phase is placing windrows on my parcel's upper east field and the lower west field. Once sufficient revenue allows it - we may decide it beneficial to construct the proposed storage/maintenance building. That is about it for a phase in plan/strategy - first eliminate the cure pile volume and use the funds (if sufficient) to build the new pond and finance another \$500k worth of equipment to build windrows and expand onto the west field.

That would be the essence of my phase-in plan which you requested. Sorry for the long email - I do appreciate the difficult job you perform.

Thanks,

Jeff

On Thu, Oct 19, 2023 at 10:34 AM Matt Asselmeier < masselmeier@kendallcountyil.gov > wrote:  Jeff:
I was wondering if you had an opportunity to determine which site plan you would like to use as your controlling site plan, including the correct topographic information.
I would like to give the stormwater engineer and myself time to review the site plan prior to the October 30 <sup>th</sup> Zoning Board of Appeals hearing. Please provide this information no later than October 25, 2023.
Please keep in mind that a site plan does not include all of the information required by the County, including topographic information, could lead to a determination that the application is incomplete (which could lead to a denial of the special use permit renewal).
Thanks,
Matthew H. Asselmeier, AICP, CFM
Director
Kendall County Planning, Building & Zoning
111 West Fox Street

Yorkville, IL 60560-1498 PH: 630-553-4139 Fax: 630-553-4179 From: Matt Asselmeier Sent: Wednesday, October 4, 2023 8:48 AM To: Jeff Milroy < ; Seth Wormley <<u>swormley@kendallcountyil.gov</u>> Cc: Karen Milroy < Subject: RE: [External]site plan and ref drawing for oct 2 meeting Jeff: A couple of comments: 1.I strongly encourage Karen to FOIA the audio of the Regional Planning Commission meeting and Zoning Board of Appeals hearings. The audio clearly outlines what the various boards requested of you. 2. The Weston drawing, by your own admission, does not have accurate topographic information. Having accurate topographic information is important for two reasons: The information allows the stormwater engineer to review the materials. The County requires topographic information in order for an application to be considered complete. By submitting a site plan with inaccurate topographic information you made your application incomplete. An incomplete application can be grounds for denial of a special use permit. 3.It should be noted that you agreed to the attached site plan at the Regional Planning Commission meeting and this was the official site plan at the first zoning hearing. Had Robert Davidson not attended the August 28th hearing, this site plan likely would have been approved as the official site plan for property. You could still use this site plan, if you wanted to as the official site plan for the property. You would then have to develop the site in accordance with this plan.

4.As for the cure pile, Randy Mohr was open to recommending that the materials be allowed on the property without paying the tipping fee. Please keep in mind that the Zoning Board is purely advisory; the County Board does not have to take their recommendation. However, you could ask the Planning, Building and

Zoning Committee to amend the host agreement to allow the materials to be brought onto the property without paying the fee.

- 5. The existing special use permit has a controlling site plan. You can bring materials onto the property in compliance with that site plan. If you deviate from that site plan, you would be in violation of the existing special use permit.
- 6.I encourage you to make a decision on the proposed site plan quickly. Continually changing the site plan (i.e. offering to remove the western berm, not settling on the location of the building) will end up costing you more money in stormwater review and could jeopardize the approval of the special use permit.

Thanks,

Matthew H. Asselmeier, AICP, CFM

Director

Kendall County Planning, Building & Zoning

111 West Fox Street

Yorkville, IL 60560-1498

PH: 630-553-4139

Fax: 630-553-4179

From: Jeff Milroy <

Sent: Tuesday, October 3, 2023 11:57 AM

To: Matt Asselmeier < masselmeier@kendallcountyil.gov >

Cc: Karen Milroy < Seth Wormley < Se

Subject: Re: [External]site plan and ref drawing for oct 2 meeting

Of course I will have to consult with Jesse Sexton and Bill Coleman who also have invested considerable time and resources in trying to solve this problem that faces the county; yorkville; and adjoining landowners. I also wanted to introduce a related reference drawing by Weston which clearly showed that the original facility was serviced by only two small ponds for at least 2 decades. I had the hard copy with me and it was refused as evidence or even to be considered. No one even bothered to lay eyes on it. It does not take a PE or lawyer to review it for a few minutes and

Attachment 14, Page 13 see that my Oct 2nd site plan drawing offered a 20+ year time proven solution to the question of effective stormwater control; undefined court orders; and the cure pile issue. As you stated the cure pile is not my concern and can not be moved to my parcel if the permit is issued. But I say again - due to the size of the pile it is highly advised that someone from both Yorkville and the county come out and meet with myself and the other two landowners to see what is there. It has a material effect on this permit application in many ways. Jeff On Tue, Oct 3, 2023 at 8:39 AM Matt Asselmeier < masselmeier@kendallcountyil.gov > wrote: Jeff: Did you want me to submit the site plan that was presented at last night's hearing to WBK Engineering with the knowledge that the topographic information is incorrect?

Because WBK previously reviewed the site plan that was submitted dated June 29, 2023, there is only \$500 remaining in the escrow account. If the account nears or reaches \$0, a replenishment of the escrow account will be requested.

Please keep in mind that the majority of the fee that you paid (\$1,200 of the \$1,250) is deposited into an escrow

account which funds WBK's review of the materials.

Please advise as to how you would like me to proceed.
Thanks,
Matthew H. Asselmeier, AICP, CFM
Director
Kendall County Planning, Building & Zoning
111 West Fox Street
Yorkville, IL 60560-1498
PH: 630-553-4139
Fax: 630-553-4179
From: Jeff Milroy < Sent: Monday, October 2, 2023 6:07 PM To: Matt Asselmeier < masselmeier@kendallcountyil.gov > Cc: Karen Milroy >; Seth Wormley < swormley@kendallcountyil.gov > Subject: [External]site plan and ref drawing for oct 2 meeting
CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
Here is the site plan. I will bring hard copy prints to the meeting.
Jeff

### **Matt Asselmeier**

From: Marlin Hartman

**Sent:** Friday, October 20, 2023 4:56 PM

To: Matt Asselmeier

Cc: Aaron Rybski; Christina Burns; Seth Wormley

Subject: Re: [External]site plan and ref drawing for oct 2 meeting

I have been talking to Materials Management and a typical legal struggles on "Official transfer of Operational Ownership". This struggle has led to no operation at all. Hopefully the legalities get straightened out, for the facility will sit idle until then, which has created the violation.

Marlin

On Fri, Oct 20, 2023 at 09:12 Matt Asselmeier < masselmeier@kendallcountyil.gov > wrote:

I will wait until I receive a response from Marlin.

Matthew H. Asselmeier, AICP, CFM

Director

Kendall County Planning, Building & Zoning

111 West Fox Street

Yorkville, IL 60560-1498

PH: 630-553-4139

Fax: 630-553-4179

From: Aaron Rybski < ARybski@kendallcountyil.gov>

Sent: Friday, October 20, 2023 8:53 AM

To: Matt Asselmeier < masselmeier@kendallcountyil.gov>

Cc: \_\_\_\_\_Christina Burns < cburns@kendallcountyil.gov >; Seth Wormley

<swormley@kendallcountyil.gov>

Subject: RE: [External]site plan and ref drawing for oct 2 meeting

I would assume so. That sounds like the appropriate route to me.

From: Matt Asselmeier <masselmeier@kendallcountyil.gov>  Sent: Friday, October 20, 2023 8:46 AM  To: Aaron Rybski <a href="mailto:ARybski@kendallcountyil.gov">ARybski@kendallcountyil.gov</a>  Cc: Christina Burns <a href="mailto:Cburns@kendallcountyil.gov">Cburns@kendallcountyil.gov</a>  Swormley@kendallcountyil.gov&gt;  Subject: RE: [External]site plan and ref drawing for oct 2 meeting</masselmeier@kendallcountyil.gov>
Technically speaking, if Marlin is not aware of the violation (and I have not received a response from Marlin from my first email so this question could be moot), are they in violation of condition 9 of their existing special use permit?
Thanks,
Matthew H. Asselmeier, AICP, CFM
Director
Kendall County Planning, Building & Zoning
111 West Fox Street
Yorkville, IL 60560-1498
PH: 630-553-4139
Fax: 630-553-4179
From: Aaron Rybski < ARybski@kendallcountyil.gov> Sent: Thursday, October 19, 2023 4:19 PM To: Matt Asselmeier < masselmeier@kendallcountyil.gov> Cc: hartmarlin Subject: RE: [External]site plan and ref drawing for oct 2 meeting
I am unaware of this. Marlin might know. I see he was copied on this last email.
A.R.

# Attachment 15, Page 3 From: Matt Asselmeier < <u>masselmeier@kendallcountyil.gov</u>>

Sent: Thursday, October 19, 2023 4:17 PM  To: Aaron Rybski < ARybski@kendallcountyil.gov >; Marlin Hartman < Cc: Seth Wormley < swormley@kendallcountyil.gov >; Christina Burns < cburns@kendallcountyil.gov > Subject: FW: [External]site plan and ref drawing for oct 2 meeting
Aaron and Marlin:
Were you aware of the violation referenced in the fourth paragraph? Any ideas of what he has to do to obtain compliance?
Thanks,
Matthew H. Asselmeier, AICP, CFM
Director
Kendall County Planning, Building & Zoning
111 West Fox Street
Yorkville, IL 60560-1498
PH: 630-553-4139
Fax: 630-553-4179
From: Jeff Milroy Sent: Thursday, October 19, 2023 2:43 PM  To: Matt Asselmeier <a href="masselmeier@kendallcountyil.gov">masselmeier@kendallcountyil.gov</a> Cc: Karen Milroy <a href="masselmeier@kendallcountyil.gov">swormley@kendallcountyil.gov</a> ; Seth Wormley <a href="masselmeier@kendallcountyil.gov">swormley@kendallcountyil.gov</a> ; Christina Burns <a href="masselmeier@kendallcountyil.gov">cburns@kendallcountyil.gov</a> ; Christina Burns <a href="masselmeier@kendallcountyil.gov">swormley@kendallcountyil.gov</a> ; Subject: Re: [External]site plan and ref drawing for oct 2 meeting
Matt,

# MINUTES KENDALL COUNTY ZONING BOARD OF APPEALS MEETING

111 WEST FOX STREET, COUNTY BOARD ROOM (ROOMS 209 and 210) YORKVILLE, IL 60560

# August 28, 2023 - 7:00 p.m.

### **CALL TO ORDER**

Chairman Randy Mohr called the Zoning Board of Appeals meeting to order at 7:01 p.m.

#### **ROLL CALL:**

Members Present: Scott Cherry, Cliff Fox, Tom LeCuyer, Randy Mohr, Dick Thompson, and Dick

Whitfield

Members Absent: Jillian Prodehl

Staff Present: Matthew Asselmeier, AICP, CFM, Director

Others Present: Dan Nagel, Jeff Milroy, Jesse Sexton, and Bob Davidson

#### **PETITIONS**

The Zoning Board of Appeals started their review of Petition 23-26 at 7:03 p.m.

## Petition 23 – 26 – Jeffery D. Milroy on Behalf of Milroy Farms, LLC

Request: Renew a Special Use Permit for a Composting Facility

PIN: 02-08-100-006

Location: 1270 E. Beecher Road, Bristol in Bristol Township

Purpose: Petitioner Wishes to Renew Special Use Permit for Composting Facility; Property is

Zoned A-1 with a Special Use Permit

Chairman Mohr swore in Dan Nagel, Jeff Milroy, Jesse Sexton, and Robert Davidson at this time.

Mr. Asselmeier summarized the request.

On March 19, 2014, through Ordinance 2014-04, the County Board granted a special use permit, with conditions for the operation of a composting facility at the subject property. Ordinance 2014-04 required the property owner to submit a renewal prior to July 1, 2023, or the special use permit would expire on December 1, 2023. The property owner submitted the required renewal on June 30, 2023.

The subject property has operated as a composting facility since 1993.

The Petitioners are requesting the special use permit for the approximately thirty-nine point eight-seven (39.87) acres located in the unincorporated area. They are not renewing the special use permit for operations inside the United City of Yorkville. This reduces operations from approximately fifty-eight (58) acres.

The Host Community Agreement also expires in 2023. The Planning, Building and Zoning Committee met on July 10, 2023, to discuss renewing the agreement. They requested additional information regarding the amount of and types of materials coming into and out of the property. The Petitioner answered those questions at the Planning, Building and Zoning Committee meeting on August 7, 2023, and the proposed Host Community Agreement was forwarded to the State's Attorney's Office for review.

Green Organics is no longer associated with the property.

The application materials, Ordinance 2014-04, the plat of survey, business plan, including the original submitted site plan and landscaping plan, and the decommissioning plan were provided.

On August 17, 2023, the Petitioner submitted a revised site plan, which was provided.

The original submitted site plan and the revised site plan do not match the approved site plan on file with the Illinois Department of Natural Resources. This site plan was provided.

The property is located at 1270 E. Beecher Road.

The property is just under forty (40) acres in size.

The County's Future Land Use Map calls for the western end of the property to be Mixed Use Business and the eastern part of the property to be Suburban Residential. Yorkville's plan calls for the property to be Estate/Conservation Residential.

E. Beecher Road is a Local Road maintained by Bristol Township.

There is a proposed trail along E. Beecher Road.

There are no floodplains on the property. There is a wetland on the extreme northwest corner of the property.

The adjacent land use to the west is Manufacturing. The other adjacent land uses are Agricultural.

The adjacent properties are zoned A-1, A-1 SU, M-2 and M-3 SU in the County. The adjacent properties inside Yorkville are zoned R-2 Planned Unit Development and R-2, R-4, and B-3 Planned Unit Development.

The County's Future Land Use Map calls for the area to be Suburban Residential, Mixed Use Business, and Urban Area. Yorkville Future Land Use Map calls for the area to be Estate/Conservation Residential.

The zoning districts within one half (1/2) mile in the County are A-1, A-1 SU, M-1, M-2, and M-3 SU. Inside Yorkville, there are a variety of residential planned unit developments.

The A-1 SU to the south was for gravel mining. The M-3 SU to the west was for asphalt production.

EcoCAT Report was submitted on June 22, 2023. The Mottled Sculpin and Rusty Patch Bumble Bee were in the vicinity. The Illinois Department of Natural Resources recommended that work that disturbs the

ground or removes flowering plants be done between October 1<sup>st</sup> and April 1<sup>st</sup>. If work occurred outside of the dates listed, a Rusty Patch Bumble Bee survey should be conducted by a qualified biologist, with the results forwarded to the Illinois Department of Natural Resources. The consultation also noted that coordination with the United States Fish and Wildlife Service may be necessary. The consultation also contained suggestions for lighting. The consultation was closed if the recommendations related to the Rusty Patch Bumble Bee were implemented; the information was provided.

The Petitioner was not agreeable to either recommendation related to the Rusty Patch Bumble Bee. The Illinois Department of Natural Resources said if that if the Petitioner impacted the Rusty Patch Bumble Bee, that would be problematic.

The NRI Application was submitted on June 20, 2023. The LESA score was 175, indicating a low level of protection. The NRI Report was provided.

Petition information was sent to Bristol Township on July 19, 2023. No comments were received.

Prior to formal application submittal, Staff contacted Yorkville regarding potential comments on the application. Yorkville requested the following items:

- 1. A thirty foot (30') wide buffer with a berm at least three feet (3') in height and consisting of two (2) shade trees, five (5) evergreen trees, and three (3) ornamental trees per one hundred (100) linear feet of buffer; they favored a minimum fifteen (15') foot wide buffer.
- 2. Odor control regulations including using an ASTM certified portable olfactometer, notification by the County to the property owner/business operator within two (2) business days of findings, and a requirement that the property owner/business operator respond within five (5) business days of receiving the notice with corrective action steps. Yorkville's performance standards related to odor were submitted to the County.
- 3. A condition that the property owner/business operator submit a written response within seven (7) days of receiving a complaint for a non-odor violation outlining steps taken to correct the issue of the complaint.
- 4. The submission of a detailed decommissioning plan.
- 5. A requirement that notification of operation management changes and contact information be updated annually with the County.

Staff had concerns regarding the requested procedure of enforcement because the requested method presently contradicts the County's current voluntary compliance policy and the regular procedures for handling alleged violations in the Zoning Ordinance. Also, the County does not presently own an olfactometer. Lastly, the Illinois Environmental Protection Agency has rules regarding complaints.

Yorkville's email and Staff's response were provided.

The Petitioner was agreeable to certain landscaping, the submission of a decommissioning plan, the request regarding change of management and updated contact information.

Petition information was sent to the United City of Yorkville on July 19, 2023.

The August Yorkville Economic Development Committee and Planning and Zoning Commission meetings were cancelled. The proposal was reviewed at the Yorkville City Council meeting on August 8, 2023, with no comments, and was reviewed again at the August 22, 2023, Yorkville City Council meeting. The Yorkville City Council recommended approval of the proposal. A memo from the United City of Yorkville on the steps they would take to address odor complaints was provided.

Petition information was sent to the Bristol Kendall Fire Protection District on July 19, 2023. No comments were received.

The Kendall County ZPAC reviewed the proposal at their meeting on August 1, 2023. Discussion occurred regarding odor control measures. The Committee did not believe that using an olfactometer, as Yorkville recommended, was practical. The Committee favored requiring the operator of the business allowed by the special use permit to track wind daily, avoid turning the windrows when the wind was blowing to populated areas, and adding an amendment to the windrows in cases when turning was necessary and the wind was blowing towards populated areas. The Committee expressed little concern regarding the Illinois Department of Natural Resource's recommendation related to the Rusty Patch Bumble Bee. The Committee was concerned about runoff. Discussion occurred regarding the definition of food scraps; food scraps were collected from grocery stores and include items that were composted at homes. A recommendation regarding equipment at the property being classified as non-agricultural was removed. ZPAC recommended approval of the proposal with the removal of the condition related to the classification of equipment and add a requirement requiring the operator of the business to track wind direction and speed daily and add amendments to the composting materials if windrows are turned with winds blowing in unfavorable directions by a vote of six (6) in favor and zero (0) in opposition with four (4) members absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed the proposal at their meeting on August 23, 2023. Discussion occurred regarding the tipping fee; this fee is set in the host agreement. Discussion occurred related to bonding and the decommissioning plan. The bonding figure and the decommissioning plan must be approved by the State. Discussion occurred related to odors; few residential land uses were located nearby even though the properties inside Yorkville were zoned residential. A neighboring property owner in Yorkville plans to install solar panels on their property. Discussion occurred regarding food scraps; a maximum of ten percent (10%) of the materials collected at the property could be food scraps per State regulations. Discussion occurred regarding tracking wind speed and direction; the Petitioner was opposed to the restriction related to not turning windrows or

adding amendments to the materials when the wind was blowing towards populated areas. The Kendall County Regional Planning Commission recommended approval of the proposal with the revised site plan (Attachment 4A) as the official site plan by a vote of six (6) in favor and zero (0) in opposition with four (4) members absent. The minutes of the meeting were provided.

Per Section 7:01.D.20 of the Kendall County Zoning Ordinance, composting businesses can be special uses on A-1 zoned property subject to the following conditions:

- 1. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in Title 35, Subtitle G, Chapter 1, Subchapter 1, Part 830, Standards for compost facilities.
- 2. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
- 3. The hours during which landscape waste may be received shall be 7:00am to 4:00pm Monday through Friday and 7:00am to 12:00 noon Saturday. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
- 4. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
- 5. A locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
- 6. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- 7. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- 8. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
- The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface Water Management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
- 10. Truck weights shall be limited to seventy-three thousand, two hundred eighty (73,280) pounds.
- 11. The operator shall provide weight receipts to Kendall County.

- 12. Off-site debris and trash generated by the site must be cleaned-up daily on surrounding properties with the owner's permission.
- 13. Other conditions as appropriate for the particular facility.

The Petitioner is agreeable to conditions 1-12.

When the special use permit was originally granted in the 1990s, they were originally allowed to process one hundred fifty thousand (150,000) cubic yards of source separated landscape materials. This number was increased to one hundred seventy-five thousand (175,000) cubic yards in 2014.

Starting in 2010, the facility was allowed to accept food scraps.

The original site plan showed several twenty-five foot (25') wide windrows. These windrows are separated by ten foot (10') foot driving aisles. Most of the windrows are eight feet (8') tall or less in height.

The revised site plan showed thirty-two (32) windrows. No information was provided regarding driving aisles. Windrows might extend to the cultivation line. Final elevations will change for composting surface depending on excavated materials used for the pond.

Bulk agent storage areas separate the east and west windrow areas.

Both site plans show one (1) final cure storage area, one (1) grinding and blending concrete pad, and one (1) receiving pad. No information was provided regarding the dimensions of these areas.

As noted previously, the hours when landscape waste can be received are between 7:00 a.m. and 4:00 p.m. on Mondays through Fridays and 7:00 a.m. until Noon on Saturdays. Processing operations may continue for a maximum three (3) additional hours.

As noted in the Decommissioning Plan, the site will be converted back to farming within five (5) months, this includes the removal materials, grading, seeding, and removal of all structures. The Petitioner planned to reevaluate the Decommissioning Plan.

No information was provided regarding the number of employees at the property.

The use has been at the property since 1993.

There have not been any founded complaints against the property in recent years.

One (1) approximately four hundred twenty (420) square foot office trailer is shown on the plan near the southeast corner of the site.

After the ZPAC meeting, the Petitioners indicated that they may install another building on the property. On the revised site plan, one (1) sixty foot by eighty foot (60'X80') building was shown. This structure was twenty-four feet (24') tall. The building would be used for storage of equipment. The final location of the building was undetermined.

The property is served by a well and septic. The well is located at the southeast corner of the property.

The Petitioner is agreeable to the requirements related to water samples and soil samples, inspection and testing, and submitting copies of the State permit, operational plan, surface water management plan, pest control plan, site drawings, annual report, and decommissioning plan. The Petitioner is also agreeable to providing weight receipts to Kendall County.

The Solid Waste Coordinator shall maintain a log of complaints received on the facility.

Sampling schedules are noted in the business plan.

Though not shown on the site plan, a dumpster is located on the property. The business plan notes a requirement to clean-up offsite debris and trash daily on surrounding properties.

NICOR possesses an easement north of the existing driveway.

Overhead utilities run from E. Beecher Road to the office trailer.

The property drains to the south and west.

One (1) existing detention basin is shown on the site plan north of parking area. The original site plan also shows one (1) proposed detention basin southwest of the western windrows. One twenty-five foot (25') wide drainage swale is shown west of the western windrows. No information was provided regarding the dimensions of the detention basins or the depth of the drainage swale. The revised site plan shows a much larger water reuse and detention pond.

The Petitioners submitted an application for a stormwater management permit based on the original site plan. WBK submitted comments in a letter dated July 15, 2023, which was provided. To date, Staff is waiting for comments from the Petitioner regarding WBK's comments. The revised site plan was sent to WBK on August 24, 2023. To date, no comments were received.

As mentioned previously, the submitted site plans did not match the site plan on file with the Illinois Department of Natural Resources. The State has not evaluated the impact of the proposed site plans on the Surface Water Management Plan presently on file with the State.

Per the site plan, the subject property has an asphalt drive to E. Beecher Road.

The Petitioner is agreeable to the truck weight restriction contained in the Kendall County Zoning Ordinance.

According to the revised site plan, one (1) gravel parking area was shown north of the office trailer and one (1) handicapped accessible parking space was shown east of the office trailer. The total number of park stalls was seven (7). The parking stalls did not meet the minimum depth requirement of twenty feet (20') as outlined in Section 11:02.F.4 of the Kendall County Zoning Ordinance.

The site plan shows one (1) truck turn around area.

No information was provided regarding lighting. Because of the small number of parking spaces, a photometric plan was not required.

According to the business plan, one (1) existing sign is located on the property. The sign is not illuminated. The information on the sign is required per Illinois Environmental Protection Agency rules.

One (1) additional no trespassing sign is located on the interior gate.

According to the original site plan, there is a fence along the western and northern sides of the property. There is also a fifteen foot (15') wide buffer between the eastern property line and the berm. The business plan references a locked gate. The gate is locked during closed hours, but a lock box is available for emergency response vehicles.

Per the original site plan, one (1) fifteen foot (15') wide berm is shown near the eastern property line. A twenty-five foot (25') wide berm is shown near the western and northern property lines. Per the business plan (Attachment 4, Page 2), the eastern berm will be three feet (3') in height. Landscaping consisting of pines, fir, and/or shade trees will be planted at spacing not to exceed forty feet (40') apart. Seedling will be a minimum of six inches (6") in height and will be planted within one (1) year of the issuance of the special use permit. The business plan also references maintaining the existing plantings on the berm and ditch and existing landscaping. No information was provided regarding plantings on the western or northern berms or the composition of the existing landscaping and plantings on the property.

No landscaping information was provided on the revised site plan.

Per the business plan, noise levels cannot exceed Illinois Pollution Control Board standards.

The business plan references odor control strategies generally. Illinois Environmental Protection Agency rules requires operators of composting facilities to prepare an odor minimization plan. Staff has requested a copy of this plan.

The Health Department requested that a water truck be onsite for dusty conditions and that the operator be required to chart wind direction and speed daily. The Petitioner was in agreement regarding the water truck condition, but was not in favor of charting wind speeds.

This is the only property to have a special use permit for a composting facility in unincorporated Kendall County.

The proposed findings of fact were as follows:

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 operation is controlled by the Illinois EPA and inspected regularly by the Health Department and they have not found anything to endanger the public health, safety, morals, comfort, or general welfare.

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 makes 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 operation has been open since 1993 with some minor debris issues a long time ago and since then there have been no complaints or issues. Reasonable restrictions may be placed in the special use permit to address hours of operation, dust, and odor control measures. No evidence has been provided suggesting that property values have declined in the area since the facility commenced operations.

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The special use will not be adding any new utilities or roadways to the property. They will use the current access point onto Beecher Road which has a gate which will be closed unless the operation is open. State law and the Kendall County Zoning Ordinance require a Surface Water Management Plan.

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. This is true; no variances are requested, if the parking stalls depth are corrected.

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. This operation existed before the Land Resource Management Plan existed and the plan calls for the area to be residential which it could be when/if this operation ever ceases to exist.

Staff recommended approval of the requested renewal subject to the following conditions and restrictions, even though no phasing plan has been submitted outlining when the old, State approved site plan is phased out and the new site plan is brought online. The general conditions and restrictions would be as follows:

1. The facility shall comply with the conditions as they are listed in the applicable sections of the

Kendall County Zoning Ordinance related to the composting of landscape waste and food waste, subject to the following:

- a. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in the applicable sections of the Kendall County Zoning Ordinance.
- b. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
- c. The hours during which landscape waste may be received shall be 7:00 a.m. to 4:00 p.m. on Monday through Fridays and 7:00 a.m. to Noon on Saturdays. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
- d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
- e. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- f. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
- g. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
- h. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface Water Management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
- i. Truck weights shall be limited to seventy-three thousand, two hundred eighty (73,280) pounds.
- j. The operator shall provide weight receipts to Kendall County.
- k. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner's permission.

- Implement strategies to manage potential odor issues such as maintaining proper carbon tonitrogen ratios, maintaining moisture levels, and sufficient turning of compost piles to enhance decomposition.
- m. Install water spraying systems or dust suppression equipment at critical points of dust generation. Regularly monitor moisture content and use sprinkler systems or misters to dampen the compost as needed.
- 2. The facility will be permitted to take in one hundred seventy-five thousand (175,000) cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings, grass and food waste). (Amended after ZPAC)
- 3. The site shall be developed substantially in accordance with the site plan provided that the parking stalls conform to the requirements of the Kendall County Zoning Ordinance and the owners of the business allowed by the special use permit may erect one (1) building a maximum of sixty foot by eighty foot (60'X80') in size with a maximum height of twenty-four feet (24') on the property, and the site plan shall be kept on file as "Exhibit A" attached hereto. (Amended at RPC)
- 4. A fifteen foot (15') buffer and a berm will be provided between the composting area and the United City of Yorkville's boundary to the east. The berm will be at least fifteen feet (15') wide and three feet (3') high. The buffer landscaping will be composed primarily of pine, fir, and/or shade trees planted at spacing not to exceed forty feet (40') apart. Seedlings will be a minimum of six inches (6") in height. Specimen seedlings will be planted and the berm will be constructed within one (1) year of issuance of the special use permit ordinance. The Kendall County Planning, Building and Zoning Committee may grant an extension to the deadline to install the berms and landscaping. (Amended at RPC)
- 5. The facility operator shall maintain existing plantings on the berm and ditch.
- 6. The facility operator shall maintain the security gate, signage, and landscaping as indicated on "Exhibit B" attached hereto. The locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
- 7. The facility operator shall maintain a sampling schedule as shown on "Exhibit C" attached hereto dated March 11, 2008.
- 8. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility.
- 9. This special use Ordinance shall expire on December 1, 2033, and the petition for renewal shall be made prior to July 1, 2033.

- 10. If any Illinois Environmental Protection Agency (IEPA) violations or citations are received by the site operator/manager and/or parcel owner/manager they need to be submitted to the County Solid Waste Coordinator within thirty (30) days.
- 11. The operator of the business allowed by the special use permit shall follow the Decommissioning Plan as described in Exhibit D. The operator shall assume all of the responsibilities assigned to Green Organics in the plan. The Decommissioning Plan shall be kept on file in the site trailer office per EPA requirements and will be accessible to the Kendall County Health Inspector. The operator of the business allowed by the special use permit shall update the Kendall County Health Department within thirty (30) days of changes to the Decommissioning Plan.
- 12. The operator of the business allowed by the special use permit shall notify the Kendall County Planning, Building and Zoning Department within thirty (30) days of changes in operation manager. In addition, the operator of the business allowed by this special use permit shall provide contact information of the management operator annually by July 1<sup>st</sup>.
- 13. The operator of the business allowed by the special use permit shall ensure a host community agreement is in existence with the County prior to operations.
- 14. Ordinance 2014-04 and all previous special use permits and amendments to special use permits related to the operation of composting facility on the subject property are hereby repealed in their entireties.
- 15. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment. (Deleted at ZPAC)
- 16. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
- 17. Any structures constructed, installed, or used related to the business allowed by this special use permit on the property shall not be considered for agricultural purposes and must secure applicable building permits.
- 18. At least one (1) water truck shall be onsite for dust control purposes. (Added after ZPAC)
- 19. The operator of the business allowed by this special use permit shall track wind direction and speed daily and add amendments to the composting materials if windrows are turned with winds blowing towards populated areas. (Added after ZPAC)
- 20. The owners and operators of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
- 21. The property owner and operator of the business allowed by this special use permit shall follow

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

- 22. 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.
- 23. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
- 24. This special use permit shall be treated as a covenant running with the land and are binding on the successors, heirs, and assigns as to the same special use conducted on the property.

Member LeCuyer asked if a bond existed for the decommissioning of the site. Mr. Asselmeier said that the bond listed in the decommissioning plan is on file with the State. The bond amount was Sixty Thousand Dollars (\$60,000).

Chairman Mohr asked if all of Staff's questions had been answered. Mr. Asselmeier responded that no phasing plan existed and the various plans required by the State, including a Surface Water Management Plan, have not been submitted. Mr. Asselmeier noted that the Petitioner might not obtain approval for the proposed site plan from the State, which would require the Petitioner to go through the amendment process in the future.

Member Fox asked how the amount of materials brought onto the property was tracked. Mr. Asselmeier responded that a log is tracked based on the number of truck loads hauled onto the property. They are supposed to stop accepting material when they reach the maximum allowed, including all materials allowed for collection.

Chairman Mohr requested that the phone number of the County's Solid Waste Coordinator be added to a sign. He mentioned an instance from a few years ago when residents call him and complained, because they did not have the phone number for the Solid Waste Coordinator. He referred the complaint to the Planning, Building and Zoning Department, at the time. He felt the addition of the phone number would help track complaints.

Chairman Mohr opened the public hearing at 7:29 p.m.

Dan Nagel asked what entity was going to move the pile of material presently on his property inside Yorkville. Mr. Asselmeier said the moving of the pile was not the County's concern.

Mr. Nagel asked if Green Organic's permit had been pulled. Mr. Asselmeier responded that the County does not enforce regulations inside Yorkville; Yorkville enforces regulations inside its corporate limits. The Petitioner has to comply with the site plan on file with the County and the stormwater permit in the unincorporated area. He explained the timeline for removing the materials by the end of 2023. The material could be used for the berms, depending on the stormwater permit; it is already composted material.

Jeff Milroy, Petitioner, explained where the material would be placed. The materials are used by Scotts Lawn Care, organic farmers, and individual buyers. They might do bagging in the future. A phasing plan cannot be provided until the cure pile issue is resolved. He asked for the agreement between the parties on the Yorkville side of the operation, but had not received it.

Mr. Asselmeier said the height and number of piles would likely be controlled by the stormwater permit.

The State regulates the surface water management, which will be impacted by the layout of the site.

Discussion occurred whether or not the cure pile would be incoming material or considered transferred from the other portion of the site. The material would tie up the site for two or three (2-3) years.

Chairman Mohr suggested the Petitioner have legal assistance on the special use renewal.

Discussion occurred regarding the existing site plan and proposed site plan in relation to the cure pile.

There is no bond with the County; the State controls the bond.

Bob Davidson, Rob Roy Drainage District, said the drainage district was man-made. He provided a history of activity in the district. He explained that a sixty foot (60') right-of-way from the center of water line on both sides was established by court decree in 2017. He noted efforts to preserve the quality of water and control the amount of water put into the district. Without objection, the court document was entered into the record. Mr. Davidson requested that the stormwater stay on the property.

The Board reviewed the site plan in relation to the right-of-way. A portion of the detention pond was likely within the right-of-way. Mr. Milroy was unaware of the right-of-way. Discussion occurred regarding the need for the pond, in general.

The consensus of the Board was to request an updated site plan reflecting the right-of-way.

Chairman Mohr recessed the public hearing at 8:06 p.m.

The Board weighed the option of issuing a recommendation and the potential for the Petitioner to go through the amendment process.

Chairman Mohr asked the Petitioner if they were agreeable to a continuance. This would give the Petitioner time to amend the site plan and make a determination about the pile of material on the property inside Yorkville.

The consensus of the Board was to continue the public hearing until October 2, 2023.

Discussion occurred regarding the use of funds from the host agreement.

The Petitioner was advised to obtain a copy of the right-of-way easement from the Recorder of Deeds Office to determine what could be placed in the right-of-way.

The ponds stay after decommissioning, only the buildings need to be removed.

Member LeCuyer made a motion, seconded by Member Fox, to continue the public hearing to October 2, 2023.

The votes were as follows:

Ayes (6): Cherry, Fox, LeCuyer, Mohr, Thompson, and Whitfield

Nays (0): None Abstain (0): None Absent (1): Prodehl

The motion passed.

The public hearing will reconvene on October 2, 2023.

The Zoning Board of Appeals completed their review of Petition 23-26 at 8:28 p.m.

#### **PUBLIC COMMENTS**

Mr. Asselmeier said Petition 23-26 was the only agenda item for the October 2, 2023, hearing/meeting, unless a variance is applied for by September 1, 2023.

#### ADJOURNMENT OF THE ZONING BOARD OF APPEALS

Member Fox made a motion, seconded by Member Whitfield to adjourn.

With a voice vote of six (6) ayes, the motion carried.

The Zoning Board of Appeals meeting adjourned at 8:29 p.m.

The next regularly scheduled hearing/meeting will be on October 2, 2023.

Respectfully submitted by, Matthew H. Asselmeier, AICP, CFM Director Exhibits

- 1. Memo on Petition 23-26 Dated August 24, 2023
- 2. Certificate of Publication and Certified Mail Receipts for Petition 23-26 (Not Included with Report but on file in Planning, Building and Zoning Office)
- 3. Rob Roy Drainage District Right-Of-Way Court Orders



## KENDALL COUNTY ZONING BOARD OF APPEALS AUGUST 28, 2023

In order to be allowed to present any testimony, make any comment, engage in cross-examination, or ask any question during this public hearing, you must enter your name, address, and signature on this form prior to the commencement of the public hearing. By signing this registration sheet, you agree that you understand that anything you say will be considered sworn testimony, and that you will tell the truth, the whole truth and nothing but the truth.

NAME	ADDRESS	SIGNATURE
	4	DorNagel
JEFF MILLO		
	349	
/		
	J <sup>2</sup>	

#### IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT KENDALL COUNTY, ILLINOIS

In the matter of Rob Roy	)		FILED IN OPEN COURT
Drainage District in the County of Kendall and State of Illinois	)	75 - MC - 1	MAY 10 2017
	)		ROBYN INGEMUNSON GROUT CLERK KENDALL CO.

#### ORDER ESTABLISHING RIGHT OF WAY OF THE DRAINAGE DISTRICT

On Petition to Establish the Right of Way of the Drainage District, and the Court having heard evidence and being duly advised in the premises, this Court finds as follows:

- 1. That this Court has jurisdiction over the subject matter and parties to this matter.
- 2. The court recognizes the necessity of the existence of the right of way in order for the Drainage District to perform its duties of maintenance to the channel and its facilities.
- 3. A right of way as and in the size set forth in Group [Exhibit B] Proposed District Right-of-Way Illustration dated March 30, 2016 to perform recurring annual maintenance work as well as access for inspection of the same is hereby established. The Drainage District shall use its best efforts to record said right of way in against the properties contained on the Group [Exhibit B] Properties with Channel Right-of-Way roll dated March 27, 2017.
- Said right of way is hereby enforceable to all parcels and landowners as set forth herein on the attached Group [Exhibit B] Properties with Channel Right-of-Way roll dated March 27, 2017.

Dated this 16 day of May , 2017

Honorable

M'Ada

Kyle J. Emkes
Dodd & Maatuka
Attorneys at Law
303 S. Mattis, Ste. 201
Champaign, IL 61821
(T) 217-356-9500 OR 217-337-0700
(FAX) 217-355-1358
kyle@madelaw.net

#### IN THE CIRCUIT COURT OF THE TWENTY-THIRD JUDICIAL CIRCUIT KENDALL COUNTY, ILLINOIS

		FILED IN OPEN COURT
In the matter of Rob Roy Drainage District in the County	)	MAY 08 2017
of Kendall and State of Illinois	) 75 - MC - 1	ROBYN INGEMUNSON

### AMENDED EXHIBIT "B" TO PETITION TO ESTABLISH RIGHT OF WAY OF THE DRAINAGE DISTRICT (March 20, 2017 Maps)

Now Come the Commissioners of the above District, by and through their attorneys, Dodd & Maatuka, and seek to amend Group [Exhibit B] to the "Petition To Establish Right of Way of the Drainage District" filed on April 21, 2016, by replacing said Group [Exhibit B] with the attached Proposed District Right-of-Way Illustration dated March 30, 2016 and Properties with Channel Right-of-Way dated March 27, 2017.

Respectfully submitted:

Rob Roy Drainage District in the County of Kendall and State of Illinois,

BY: Its Attorney, Kyle J. Emkes

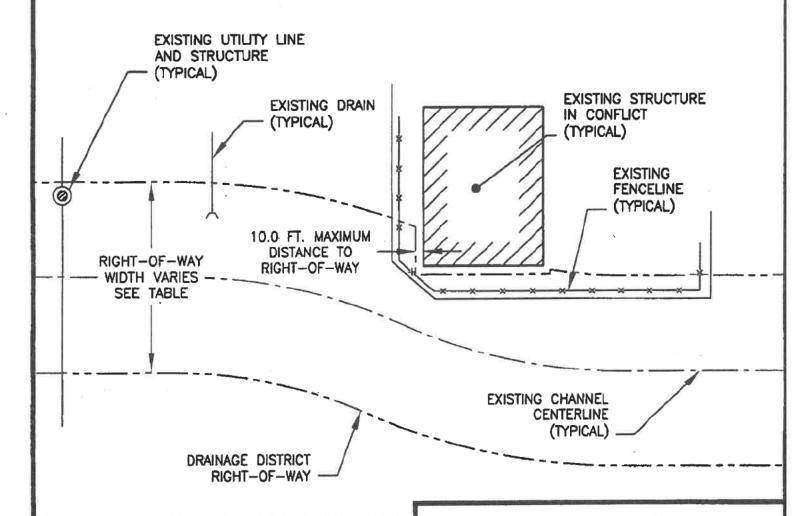
Dodd & Maatuka Attorneys at Law 303 S. Mattis, Ste. 201 Champaign, IL 61821 (T) 217-356-9500 (FAX) 217-355-1358 kyle@madelaw.net

PETITIONER'S EXHIBIT

#### PROPOSED DISTRICT RIGHT - OF - WAY

NOTE:

AREAS OF ENCROACHMENT BY EXISTING STRUCTURES SHALL BE ACCOMMODATED BY ALTERING THE RIGHT-OF-WAY IN THE MANNER INDICATED BELOW



#### RIGHT-OF-WAY WIDTH CENTERED UPON CHANNEL

MAIN CHANNEL 120 FEET

NORTHWEST BRANCH 120 FEET

NO SCALE

ROB ROY

DRAINAGE DISTRICT

KENDALL COUNTY, ILLINOIS



BERNS, CLANCY AND ASSOCIATES
ENGINEERS • SURVEYORS • PLANNERS
405 EAST MAIN STREET - POST OFFICE BOX 755
URBANA, ILLINOIS 61803-0755
PHONE: (217) 384-1144 • FAX: (217) 384-3356

SHEET 1 OF 1 DATE: 033016 JOB: 6527

#### IN THE CIRCUIT COURT OF THE TWENTY-THIRD JUDICIAL CIRCUIT KENDALL COUNTY, ILLINOIS

		FILED IN OPEN COURT
In the matter of Rob Roy Drainage District in the County	)	MAY 08 2017
of Kendall and State of Illinois	) 75 - MC - 1	ROBYN INGEMUNSON GROUT GLERK KENDALL CO.

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Respectfully submitted:

Rob Roy Drainage District in the County of Kendall and State of Illinois,

BY: Its Attorney, Kyle J. Emkes

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02-08-400-003 02-08-400-002 02-08-300-012 02-08-300-008 02-08-200-013

BENNETT, GARY & BETTY
WALLIS, LARRY A & EDNA MAE

10791 CORNIELS RD 10791 CORNEILS RD 930 SYLVAN AVE STE 110 401 S MAIN ST STE 300

PLANO

60545

ENGLEWOOD NAPERVILLE

Z

7632

8-37-7

82.93 AC TR LYG S GALENA RD & W RT 47 NE1/4 SEC 8-37-7 CITY OF YORKVILLE SEC.17-37-7 DOC.87-1552 SEC.17-37-7 2.92 ACS SEC 8 & 17-37-7 2.95 ACS DOC 89-2491 PT SW SEC 8-37-7 &

F

60540 60523 60560 60540 54424

4-37-7 4-37-7

1.67 AC TR LYG SW 1/4 SEC 4-37-7. W OF RT 47, CITY OF YORKVILLE

7.69 AC TR LYG SW1/4 SEC 4-37-7, CITY OF YORKVILLE 45.07 AC TR LYG NW1/4 & SW1/4 SEC 4-37-7, CITY OF

31.11 AC TR LYG SW1/4 SEC 4-37-7, N OF GALENA RD, CITY

106.23 AC TREYGN 1/2 SEC 4-37-7, LYG E & W RT 47, CITY

PLANO

PLANO

ORKVILLE LOAN ASSOCIATES, % KENNEDY GALENA & 47 LLC, KMARQUETTE CO

02-04-300-024

02-04-300-018 02-04-300-017 02-04-300-010

**%SLINKMAN, JAMES** 

ADVOCATE HEALTH AND HOSPITALS CORP. GALENA & 47 LLC, %MARQUETTE CO

2025 WINDSOR DR 6321 WALKER ROAD

OAK BROOK

p

F ≨

4-37-7

4-37-7 4-37-7

OF YORKVILLE

OF YORKVILLE

YORKVILLE NAPERVILLE 02-04-100-007

SCHRAMM, DONALD E

N5119 HWY H

3N982 WALT WHITMAN RD

TERRACE SAINT CHARLES

OAK BROOK OAK BROOK

7 7

601B1 60181

4-37-7

60175

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SEC. 4-37-7 34.66 NW 1/4 SEC. 4-37-7, NW 1/4

DEERBROOK

401 S MAIN ST STE 300

COMMONWEALTH EDISON COMMONWEALTH EDISON 4334 ELDAMAIN FARM LLC

THREE LINCOLN CENTRE 4TH

THREE LINCOLN CENTRE 4TH

815 PARK

RIVER FOREST

7

60305

25-37-6

37.95 AC TRILYGE 14 E 14 SEC 25-37-6, E OF SCHAEFER WOODS NORTH UNIT #4 (EXC ROW TAKEN 18-05734)

4-37-7

SEC. 4-37-7, NW 1/4

02-04-100-006 02-04-100-004 02-04-100-002 01-25-400-008

Parcel Number

Name

of Owner

Address

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State

吕

Section

Township Range

egal Description

02-08-400-004

SCOTT BRUMMEL, BRUMMEL REALTY CHICAGO WB INVESTORS LLC, GALENA & 47 LLC, MARQUETTE CO

128 E 10TH ST #9 401 S MAIN ST STE 300

700 E NORRIS DR

OTTAWA

61350 10003 60560 60545 60545

1.415 AC TR LYG WLY RT 47 & SLY GALENA RD, SEC 9-37-7

PT NW 1/4 SEC. 9-37-7, COM NW COR SEC 09-37-7, S 100.89

NAPERVILLE YORKVILLE

NEW YORK

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9-37-7

96.59 AC TR LYG W RT 47 SEC 3-37-7 SEC. 9-37-7, NW 1/4 NW 1/4

8-37-7 8-37-7 8-37-7 8-37-7

YORKVILLE

SEC. 8-37-7, SW 1/4 SE 1/4

PT NW SEC 17-37-7 LYG N OF RD

29.65 AC TR LYG W RT 47 SW1/4 SEC 8-37-7, CITY OF

7 7 æ

1107 S BRIDGE ST STE D 10417 CORNEIL RD

TEQUILA SUNRISE ENTERPRISES LLC, % MICARTHUR JAMES B & VIRGINIA TR &. BENNETT, GARY L & BETTY S

02-09-100-009

STATE OF IL DEPT OF TRANS

02-09-100-010

KENDALL COUNTY FOREST PRESERVE 1

110 W MADISON ST

YORKVILLE

F

9-37-7 9-37-7

853.73' TO W LN SD SEC, N 846.28' TO POB 0.34 AC TR LYG NW 1/4 SEC 9-37-7, W OF RT 47, CITY OF TO SLY ROW GALENA RD, SE 526.67" ALG SLY ROW, SW

## Properties with Channel Right-of-Way **Rob Roy Drainage District**

300	EXHIBIT	INOMINE .
2000 TO	EXHIBIT	RELINIONNE C

	5000	MXHIBIT	PENTIONERS
*			

Page 1 of 2 March 27, 2017

J:\6527\6527 Objections\031617\6527 ROW Roll 032717

02-19-200-007

DELORES LIV TRUST CRUISE, DOLORES LIVING TRUST

CRUISE, WAYNE LIV TRUST & CRUSIE

YORKVILLE MEADOWS LLC, C/O SHERRIE

80 REMINGTON RD 11159 FAXON RD

SCHAUMBURG YORKVILLE NORTH AURORA FORT WORTH CAROL STREAM

19-37-7

SEC. 19-37-7, NE 1/4 NE 1/4

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76161-0089

17-37-7 17-37-7 17-37-7

RR PROPERTY IN SEC 17-37-7

IRREG 35.20 AC TR LYG S1/2 SIC2 SEC 17-37-7, S OF BN & SF RR CITY OF YORKVILLE IRREG 8,14 AC TR LYG S1/2 SIC2 SEC 17-37-7, N OF BN & SF RR CITY OF YORKVILLE

19-37-7

SEC 19-37-7 191,31 ACS

19-37-7

SECS. 19 & 20-37-7

YORKVILLE

7 P

1894 WALSH DR

02-19-200-005 02-19-200-002 02-19-200-001 02-19-100-011 02-17-501-001 02-17-300-008 02-17-300-007 02-17-300-002 02-17-300-001 02-17-100-005 02-17-100-004 02-09-100-019

DEPARTMENT
KELAKA LLC,
LOFTUS, ROBERT M & ILDEFONSA LIV

BN&SF RAILWAY CO PROPERTY TAX

PO BOX 961089

181 S LINCOLNWAY

23W567 PINE DR

PAPENDICK, SCOTT D

JOHNSTON, ROBT & ALTHEA ET AL LOFTUS, ROBERT M & ILDEFONSA LIV

YORKVILLE MEADOWS LLC, G/O SHERRIE

80 REMINGTON RD

SCHAUMBURG

60173 60560 60560

17-37-7

SEC 17-37-7, SW 1/4 SW 1/4

SEC 17-37-7, NW 114 SW 1/4 SEC 17-37-7, W 1/2 SEC 17-37-7,NW 1/4 NW 1/4

60166

11159 FAXON RD 2622 BEECHER RD COMMONWEALTH EDISON

MEYER, JOHN GALENA & 47 LLC,

303 W OHIO ST STE #3101
THREE LINCOLN CENTRE 4TH

OAK BROOK

F

60181

17-37-7

17-37-7

60654 60446 60560

17-37-7 9-37-7

YORKVILLE

YORKVILLE

175 SOUTH HIGHPOINT DRIVE

ROMEOVILLE

F

Parcel Information retrieved from the Kendall County Geographic Information System

NORTH AURORA

60560 60560 60173 60560 60542

19-37-7 SEC 19-37-7 PT NW 1/4 LYG W CREEK & S FAXON RD 19-37-7 SEC 19-37-7, 21.13 TR LYING S FAXON

19-37-7 SEC 19-37-7 12.16 ACS LYG S FAXON RD

181 S LINCOLNWAY

J:1652716527 Objections103161716527 ROW Rat 032717

### Page 2 of 2 March 27, 2017

# Properties with Channel Right-of-Way Rob Roy Drainage District

02-30-300-004 4334 ELD SOLARI	02-30-300-001 HENKER-	02-30-101-003 ORESDE	02-30-100-018 LETTERLE MARLO	02-30-100-012 ORESDEN, PAUL R	02-20-100-011 YORKVILI	02-20-100-001 YORKVILI CHIOU	02-19-400-006 DREW DANIELS	02-19-300-006 DANIELS
4334 ELDAMAIN FARM LLC, % MARIANA SOLARI	HENKER-BECK FARMS	DRESDEN, PAUL R			CHIQU	CHIOU MEADOWS LLC, C/O SHERRIE	DREW DANIELS	DANIELS
1425 N JACKSON	406 CORRILN	9404 W CORSAIR	4378 ELDAMAIN RD	PO BOX 1356	80 REMINGTON RD.	80 REMINGTON RD.	405 E. SHERIDAN RD	405 E. SHERIDAN RD
RIVER FOREST	PLANO	FRANKFORT	PLANO	FRANKFORT	SCHAUMBURG	SCHAUMBURG	LAKE BLUFF	LAKE BLUFF
-	F	-	=	=	F	-	-	۴
60305	60545	60423	60545	60423	60173	60173	60044	60044
30-37-7	30-37-7	30-37-7	30-37-7	30-37-7	20-37-7	20-37-7	19-37-7	19-37-7
30-37-7 SEC 30-37-7DOC.87-4831	30-37-7 SEC 30-37-7, NW 1/4 SW 1/4 *	OUT LOT 1 FOX HELL UNIT 1 (EXC ROW TAKEN 16-10468)	30-37-7 9:08 TR LYG NW 1/4 SEC 3-37-7 OF FOX HILLSUB UNIT 7	SEC 30-37-7 AN IRREG 4.58 AC TR LYG W 1/2 NW 1/4, S & W OF FOX HILL UNIT 1 . & E ELDAMAIN RD CITY OF YORKVILLE	20-37-7 SEC. 20-37-7 60.86 AC TR LYG N FAXON CITY OF YORKVILLE	SEC. 20-37-7, AN IRREG TR IN NW COR NW 1/4, LYG W OF ROB ROY CRK. CITY OF YORKVILLE	19-37-7 SEC 19-37-7 IRR 203-31 AC TR LT 11 S1/2	19-37-7 SEC 19-37-7, E 1/2 SW 1/4

#### IN THE CIRCUIT COURT OF THE TWENTY-THIRD JUDICIAL CIRCUIT KENDALL COUNTY, ILLINOIS FILED IN OPEN COURT

In the matter of Rob Roy	)		MAY 10 2017
Drainage District in the County of Kendall and State of Illinois	)	75 - MC - 1	ROBYN INGEMUNSON CIRCUIT CLERK RENDALL CO.
	)		

#### ORDER ANNEXING LANDS INTO THE BOUNDARIES OF DRAINAGE DISTRICT

On Petition for the annexation of certain lands into Rob Roy Drainage District, and the Court having heard evidence and being duly advised in the premises, this Court finds as follows:

- 1. That this Court has jurisdiction over the subject matter and parties to this matter.
- 2. This Court hereby approves the Current Financial Report of the Commissioners as set forth in [Exhibit D].
- 3. That the lands contained in [Exhibit B] are hereby annexed into and included within the boundaries of the of the Rob Roy Drainage District as set forth in the map of boundaries of the Rob Roy Drainage District as set forth in [Exhibit C].

Dated this 16Th day of May, 201

Honorable \_

Kyle J. Emkes
Dodd & Maatuka
Attorneys at Law
303 S. Mattis, Ste. 201
Champaign, IL 61821
(T) 217-356-9500 OR 217-337-0700
(FAX) 217-355-1358
Kyle@madelaw.net

#### IN THE CIRCUIT COURT OF THE TWENTY-THIRD JUDICIAL CIRCUIT KENDALL COUNTY, ILLINOIS

FILED IN OPEN COURT

In the matter of Rob Roy Drainage District in the County of Kendall and State of Illinois

75 - MC - 1

ROBYN INGEMUNSON CIRCUIT CLERK KENDALL CO.

MAY 08 2017

### AMENDED EXHIBIT "B" TO PETITION TO ANNEX LAND INTO THE BOUNDARIES OF DRAINAGE DISTRICT (Amended Annexation Roll Dated May 5, 2017)

Now Come the Commissioners of the above District, by and through their attorneys, Dodd & Maatuka, and seek to amend Exhibit "B" to the "Petition To Annex Land Into the Boundaries Of Drainage District" filed on April 21, 2016, by replacing said Exhibit "B" with the Annexation Roll, dated May 5, 2017.

Respectfully submitted:

Rob Roy Drainage District in the County of Kendall and State of Illinois

BY/Its Attorney, Kyle J. Emkes

Dodd & Maatuka Attorneys at Law 303 S. Mattis, Ste. 201 Champaign, IL 61821 (T) 217-356-9500 (FAX) 217-355-1358 kyle@madelaw.net

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101 -	Parcel Number 91-24-400-006	Name of Owner GRECOFREGGI PLANO LLC	Address 1559 HECHT OR	City		State		State Zip Section Section P Range
	01-25-200-006	ALLPHINE ENTERPRISES ILC.	4255 ELDAMAIN RD	PLANO	F	80545	76	PT NE 1/4 SEC 25-37-6 COM NE COR NE 1/4 SD SEC, S 1390.5 W 556 S 392.7 TO POB. S 310.29, E 555.57 N 290 MAL W TO POB
	01-25-200-009	GRECO/REGGI PLANO LLC	1550 HECHT OR	BARTLETT	=	60103	25-37-6	IRREG 19.85 AC TR LYG W ELDAMAIN RD & S ROUTE 34 SEC 25 37-6 CITY OF PLANO
-	01-25-200-013	GRECO/REGGI PLANO LEC	1550 HECHT DR	BARTLETT	7	60103	25-37-6	13.58 AC TR LYG W ELDAMAIN RD & N SCHAEFER RD SEC 25-37 8 CITY OF PLANO
	01-25-200-017	PETERSON, KIM K TR	4255 ELDAMAIN RD	PLANO	=	60545	25-37-6	PT NE % SEC 25-37-6, COM NE COR NE 1/4, SE 1380.50 FOR POB, NW 568, SE 702.94, SE 555.47, NW 694.57 (EXC COM NE COR NE %, SE 1380.50, NW 558. SE 308.08 FOR POB, SE 398.91, SE 555.47, NW 388.49, NW 558 TO POB)
-	01-25-200-018	ALLPHINE ENTERPRISES (L.C.	4255 ELDAMAIN RO	PLANO	-	60545	25-37-8	1.14 AC TR LYG NE ½ SW ¼ NE ½ SEC 25-37-8
_	01-25-400-008	4334 ELDAMAIN FARM LLC, % MARIANA SOLARI	815 PARK	RIVER FOREST	=	60305		37.95 AC TR LYG E ¼ E ¼ SEC 25-37-6, E OF NORTH UNIT #4 (EXC ROW TAKEN 18-05734)
-	02-04-100-007	SCHRAMM, DONALD E	N5119 HWY H	DEERBROOK	¥	54424	4-37-7	108.23 AC TR LYG N 14. SEC 4-37-7, LYG E & W RT 47, CITY OF YORKVILLE
	02-04-100-008	HERREN, CAROLYN	2950 CANNONBALL TRL	BRISTOL	P	60512	4-37-7	PT N K SEC 4-37-7, COM CTR SD SEC, SW 1428,37, NE 232.35, NW 281.15 TO CFROITCH, NE 300,01, NW 781.88, NE370,27, NE 1431.20, SE 2595.78 TO EALN W K NE K SEC 4, SE 3014.12, SW 1324.82 TO POB (EXC PT CONVEYED BY DOC 73-00532) (EXC PT ROW RT 47 & US RT 30)
_	02-04-300-009	CHICAGO TRUST COMPANY NA. %THOMAS	3880 W 95TH ST	EVERGREEN PARK	F	60805	4-37-7	SEC. 4-37-7 7.05 AC TR LYG E RT 47 SW 1/4
	02-04-300-027	CASTLE BANK TRUST	10735 CHICAGO RD	WATERMAN	₽	60556	4-37-7	12.89 AC TR LYG SW % SEC 4-37-7, E RT 47, N & S BERTRAM DR, CITY OF YORKVILLE
,	02-05-100-002	COMMONWEALTH EDISON	THREE LINCOLN CENTRE 4TH	TERRACE	=	18109	5-37-7	SEC. 5-37-7, W 1/2 NW 1/4
_	02-05-100-003	SCHULTZ, KATHERINE % DANIEL SCHULTZ	32 BOAT LN	OSWEGO	=	60543	5-37-7	SEC. 5-37-7, W 1/2 NW 1/4
_	02-05-100-004	COMMONWEALTH EDISON	THREE LINCOLN CENTRE 4TH	OAK BROOK TERRACE	F	60181	5-37-7	SEC. 5-37-7, E 1/2 NW 1/4
_	02-05-100-005	SCHULTZ, KATHERINE % DANIEL SCHULTZ	32 BOAT LN	OSWEGO	F	60543	5-37-7	SEC, 5-37-7, E 1/2 NW 1/4
-	02-05-200-001	PFAFF, MICHAEL D & RACHEL O	10094 BASELINE RD	SUGAR GROVE	F	60554	5-37-7	SEC. 5-37-7, N 1/2
	02-05-200-003	COMMONWEALTH EDISON	THREE LINCOLN CENTRE 4TH	OAK BROOK TERRACE	F	60181	5-37-7	SEC. 5-37-7, N 1/2
	02-05-200-004	MALDONADO JOSE &, RAMOS GUILLERMINA	10034 BASELINE RD	SUGAR GROVE	F	60554	5-37-7	PT NE 1/4 SEC 5-37-7 COM 1961.8 E NW COR NE 1/4, E 667, S 396, W 667, N 396 (EXC N 275 W 320)
	02-05-200-008	KONICEK, DALE I, & CHRISTIE M	8321 WALKER RD	YORKVILLE	F	60560	5-37-7	PT NE 1/4 SEC 5- BASELINE ROAD
	02-05-200-007	GUPTA, DOLLY	3N982 WALT WHITMAN RD	SAINT CHARLES	F	60175	5-37-7	PT NE 1/4 SEC 5-37-7 .34 AC TRACT LYN N COM ED ROW & S BASELINE ROAD
`	02-05-300-002	GLETTY, DAVID S & LINDA K	320 N OAK ST	WATERWAN	F	60556	5-37-7	SEC. 5-37-7, NE 1/4 SW 1/4
4	X-02-00-000	WELLAND CT.C. 24 WALLOUGH TE COMPAGES	401 3 1000 T 31 31E 300	NO EKVIDE	F	00040	- relies	CL GALENA RD, CITY OF YORKVILLE
	02-05-300-005	SECOR, JAMES S & PAMELA A	10724 GALENA RD	BRISTOL	F	60512	5-37-7	SEC 5-37-7 COM SE COR SW 1/4 N 842.93 WLY 100, N 184.18 TO COL GALENA RD, W 1212.89 TO POB, S 504 NWLY 469 N 504 ELY TO POB
	02-05-300-007	BRUMMEL, RICHARD A É MARCIA I	12340 FAXON RD	PLANO	F	80545	5-37-7	PT SW 1/4 SEC 5-37-7, COM SW COR SW 1/4, NE 953.68 TO CTR/LN ROB ROY CREEK FOR POB, NE 1899.50 TO SE COR SW 1/4, NW 642.93, NW 190, NW 184.16 TO CTR/LN GALENA RD, NW 1212.69, SW 504, SW 808.09 TO POB
	02-05-300-008	BRYAN HOLDINGS LLC.	PO BOX 988	AURORA	7	60503	5-37-7	PT SW % SEC 5-37-7, COM SE COR SW %, NW 642.93, NW 100, NW 184.18 TO CTRILN GALENA RD, NW 1212.88, SW 504 FOR POB, NW 489, NE 504 TO CTRILN GALENA RD, WLTY ALG SD CTRILN 928.89, NW 83.97 TO WILN SW %, NE 853.88 TO CTRILN ROB ROY CREEK, NE 808.09 TO POB
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Parcel information retrieved from the Kendall County Geographic Information System.

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SEC. 7-37-7, E 1/3 OF SE 1/4	7-37-7	80512	7	BRISTOL	9274 GALENA RD	ROSENWINKEL FAMILY TRUST ET AL 501,	02-07-400-004
SEC. 7-37-7, CENTER 1/3 OF SE 1/4	7-37-7	60512	7	BRISTOL	9274 GALENA RD	ROSENWINKEL FAMILY TRUST ET AL 501.	02-07-400-003
SEC. 7-37-7, W 1/2 SE 1/4	7-37-7	60512	7	BRISTOL	9274 GALENA RD	ROSENWINKEL FAMILY TRUST ET AL 501.	02-07-400-002
SEC. 7-37-7, W 1/2 SE 1/4	7-37-7	60181	F	TERRACE	FL COUN CENTRE 4TH	COMMONWEALTH EDISON	02-07-400-001
SEC 7-37-7, NE 1/4 SW 1/4	7-37-7	60512	=	BRISTOL	9274 GALENA RD	ROSENWINKEL FAMILY TRUST ET AL 501,	02-07-300-002
PT NE X SEC 7-37-7, COM NE 1/4 NE X, S 458.19, W 864.29 FOR POB, E 349.43, S 1051.29, W 807.29, N 464.01, W 137.17, W 941.30, NELY 113.72, ELY 1408.19, S 80, W 864.29, S 378.19 TO POB & PT COM NE X NE X, S 80, W 578.19 TO POB, W 288.10, S 378.19, E 288.10	7-37-7	60507	F	AURORA	695 RTE 34	TWO STAR ENTERPRISES ILC.	02-07-200-015
SEC 7-37-7 COM NE COR SEC 7 S 80' TO POB S 378.19, W 578.19 N 378.19 E 578.19 TO POB	7-37-7	60507	7	AURORA	695 ROUTE 34	COUNTY CONCRETE INC	02-07-200-013
SEC,7-37-7 DOC,74-1789	7-37-7	60543	7	OSWEGO	32 BOAT LN	SCHULTZ, KATHERINE % DANIEL SCHULTZ	02-07-200-010
SEC.7-37-7 DOC, 74-1789	7-37-7	60512	F	BRISTOL	1010 W BEECHER RD	SCHULTZ, THOMAS V & MARILEE	02-07-200-009
SEC 7-37-7. SE 1/4 NE 1/4	7-37-7	60543	F	OSWEGO	32 BOAT LN	SCHULTZ, KATHERINE % DANIEL SCHULTZ	02-07-200-008
SEC. 7-37-7, CENTER 1/3 OF NE 1/4	7-37-7	60181	7	OAK BROOK TERRACE	THREE LINCOLN CENTRE 4TH.	COMMONWEALTH EDISON	02-07-200-003
SEC, 7-37-7, NW 1/4 NE 1/4	7-37-7	60543	7	OSWEGO	32 BOAT LN	SCHULTZ, KATHERINE % DANIEL SCHULTZ	02-07-200-001
SEC.7-37-7 DOC.87-1698		60512	7	BRISTOL	1327 W BEECHER RD	AUER, MARY	02-07-100-008
SEC.7-37-7 DOC.87-1698	7.37.7	80512	7	BRISTOL	9274 GALENA RD	ROSENWINKEL FAMILY TRUST ET AL 501,	02-07-100-007
SEC. 7-37-7, NORTH 1/4 OF NW 1/4	7-37-7	60512	F	BRISTOL	69 E. HIGHLAND DR	HAGEMANN FAMILY TRUST, % ANN MARIE	02-07-100-002
SEC, 8-37-7, SE 1/4 SE 1/4		60503	=	AURORA	695 RTE 34	TWO STAR ENTERPRISES LLC.	02-06-400-008
SEC. 6-37-7, SW 1/4 SE 1/4	837-7	60512	7	BRISTOL	1327 W BEECHER RD	AUER, MARY	02-08-400-005
SEC. 6-37-7. E 1/3 OF SE 1/4	637-7	60512	7	BRISTOL	11018 GALENA RD	RIOS, GILDARDO E & RITA J	02-06-400-004
SEC. 6-37-7, E 1/3 OF SE 1/4	6-37-7	60543	7	ODBANSO	32 BOAT LN	SCHULTZ, PAUL & ANGELINE & M HANKES % P SCHULTZ	02-06-400-003
SEC. 8-37-7, NW 1/4 SE 1/4	6-37-7	60543	F	OSWEGO	32 BOAT LN	% P SCHULTZ	02-08-400-001
143.5IACTR(DOC 90-1733) LYG S1/Z SEC.6-37-7, COM SW COR SE, W 2255. 11 NE1149.27, W443', NE TO C/L GALENA RD, SE 2442', SW TO POB (EXC ROW TAKEN 03-07826) (EXC ROW TAKEN 12-07232)	6-37-7	60512	=	BRISTOL	9274 GALENA RD	ROSENWINKEL FAMILY TRUST ET AL 501,	02-06-300-011
SEC. 8-37-7, NE 1/4 NE 1/4	6-37-7	60543	7	OSWEGO	32 BOAT LN	SCHULTZ KATHERINE % DANIEL SCHULTZ	02-06-200-003
SEC, 8-37-7, NE 1/4 NE 1/4	6-37-7	60560	=	YORKVILLE	6321 WALKER ROAD	KONICEK, DALE L	02-06-200-002
SEC. 8-37-7, NE 1/4 NE 1/4	8-37-7	60181	=	TERRACE	FL.	COMMONWEALTH EDISON	02-06-200-001
SEC. 8-37-7 PT NW 1/4 265.41 LYG N GALENA RD		60545	F	PLANO	11843 GALENA RD	KONICEK FAMILY LTO PARTNERSHIP	02-06-100-009
1.37 AC TRILYGISE % SEC 5-37-7 CITY OF YORKVILLE	7	60512	7	BRISTOL	10318 GALENA RO	BRISTOL VENTURES LLC.	02-05-400-020
1.20 AC TRILYGISE X SEC 5-37-7 CITY OF YORKVILLE		37856	뒫	FALL BRANCH	415 MOULTON GREEN RD	MOMSEN FIELDS, MARY	02-05-400-019
11.18 AC TRUYG SE X SEC 5-37-7 CITY OF YORKVILLE	537-7	37656	Į,	FALL BRANCH	415 MOULTON GREEN RD	MOMSEN FIELDS, MARY	02-05-400-018
GALENA RD, SE 1355,71 FOR POB, SE 371, SW 315, NW 371, NE 315 TO POB, CITY OF YORKVILLE		60512	7	BRISTOL	10292 GALENA RD	UNDESSER, RICHARD A JR & ANN MARIE	02-05-400-013
3.93 AC TRILYGISE % SEC 5-37-7, CITY OF YORKVILLE	5-37-7	60512	F	BRISTOL	10328 GALENA RD	UNDESSER, JOHN F & CYNTHIA K	02-03-400-012
PT NW K, PT NE K & PT SE K SEC 5-37-7, LYG N OF GALENA RD, CITY OF YORKVILLE	5-37-7	60560	7	YORKVILLE	6321 WALKER ROAD	KONICEK, DALE L	02-05-400-010
15.16 AC TR LYG NE1/4 & SE1/4 SEC 5-37-7, CITY OFYORKVILLE	5-37-7	80523	=	OAK BROOK	2025 WINDSOR DR	MSLINGWAN, JAMES	02-05-400-009
SEC. 5-37-7, 3.35 AC TR LYG IN SE 1/4 OF SE 1/4, S OF GALENA RD. CITY OF YORKVILLE	5-37-7	07632	Z	ENGLEWOOD	930 SYLVAN AVE STE 110	KENNEDY FUNDING	02-05-400-005
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SWLY ALG ROW 1100' ML SWLY 1450' ML ELY TO POB	17-37-7	80510	=	BATAVIA	2S 550 HEATON PARK	CORN HOLDINGS LLC, % W.G. GOSSELIN	02-17-400-009
	17-37-7	60560	7	YORKVILLE	3201 CANNONBALL TRL	TRUSTEE	02-17-400-007
	17-37-7	90245	B	EL SEGUNDO	428 MAIN STE UNIT D	TRG VENTURE TWO LLC, %ROANDXE GROUP LLC	02-17-390-006
PT LT 301 WHISPERING MEADOWS UNIT 4, COM W COR SD SUB, NELY ALG CURVE 29,24, NE B1.77, NE 39,27, NW 397,11, 1 NW 114.02, NW 17.94 FOR POB, NW 50.17, SW 284.76, NW 169.27, NW 201.78, NW 240.4, NW 105.25 TO S/LN RR/ROW, SW 739.46, SE 128.37, SW 225.06, SE 148	17-37-7	60008	F	ROLLING MEADOWS	5999 NEW WILKE RD STE 504	POST-CONSUMPTION TRUST, % WHISPERING MEADOW LTD PARTNER	02-17-380-005
LOT 220 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	2	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-390-003
LOT 219 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	72	YORKVILLE	2898 MCMURTIE CT	PATTERMANN, RYAN 8 MORGAN	02-17-390-002
_	17-37-7	60560	2	YORKVILLE	800 GAME FARM RD	CITY OF YORKVILLE	02-17-390-001
-	17-37-7	88109	2	CAROL STREAM	23W567 PINE OR	PAPENDICK, SCOTT D	02-17-300-008
	17-37-7	60173	P	SCHAUMBURG	80 REMINGTON RD.	CHIQU	02-17-300-007
	17-37-7	60181	۳	TERRACE	THREE LINCOLN CENTRE 4TH	COMMONWEALTH EDISON	02-17-300-004
	17-37-7	80560	-	YORKVILLE	2127 STATE RTE 47	WEBER, BRIAN P & AMELIA K	02-17-228-012
_	17-37-7	60560	P	YORKVILLE	2127 STATE RTE 47	WEBER, BRIAN P & AMELIA K	02-17-228-011
SEC. 17-37-7 25.49 ACS DOC 89-2288 PT E1/2 NE - BEG 66.03' E NW COR, S 1350.85', E659.84', N816.29', E347.87' N539.67', W TO POB	17-37-7	60565	P	NAPERVILLE	1906 MORGAN CIR	SUEN, CHEING-MEI LIVING TRUST %SUEN LANCHERNG & CHEING-MEI	02-17-226-010
	17-37-7	60010	7	NORTH BARRINGTON	104 S WYNSTONE PKWY	L B ANDERSEN CONSTRUCTION INC	02-17-226-009
LT 1 FISHER'S SUB DOC 88-4011 (EX PT TAKEN FOR RD AS IN   90-7284)	17-37-7	60580	P	YORKVILLE	2239 N RTE 47	KNAUF, DENNIS W & JULIE A	02-17-228-008
SEC. 17-37-7 DOC.87-2578	17-37-7	60560	F	YORKVILLE	2127 STATE RTE 47	WEBER, BRIAN P & AMELIA K	02-17-228-008
	17-37-7	60532	F	LISLE	2595 OGDEN AVE	LIMITED HOLDINGS LLC	02-17-226-005
SEC 17-37-7, NE 1/4	17-37-7	60560	=	YORKVILLE	2215 A RTE 47	OLIN GLENE	02-17-226-003
	17-37-7	60532	F	LISLE	2595 OGDEN AVE	LIMITED HOLDINGS LLC	02-17-226-001
SEC. 17-37-7,NW 1/4 NW 1/4 SEC. 17-37-7,5:00 ACS DOC 89-6908 N495,19' E440' NW NE	17-37-7	60538	FF	MONTGOMERY.	231 PEARL ST	CZINKI, FLORIAN DEC TRUST	02-17-201-002
-	9-37-7	80556	F	WATERMAN	10735 CHICAGO RD	CASTLE BANK TRUST,	02-09-100-022
96.59 AC TR LYG W RT 47 SEC 3-37-7	8-37-7	10003	3	NEW YORK	129 E 101H ST #9	CHICAGO WB INVESTORS LLC,	02-08-400-004
1.52 TR LYG NE 1/2 SEC 8-37-7 CITY OF YORKVILLE	8-37-7	60512	7	BRISTOL		BRISTOL VENTURES LLC.	02-08-200-022
23.36 AC TR LYG NE 1/4 SEC 8-37-7 CITY OF YORKVILLE	8-37-7	60512	7	BRISTOL		BRISTOL VENTURES LLC.	02-08-200-019
CITY OF YORKWILE	8-37-7	60512		BRISTOL	10318 GALENA RD	UNDESSER JOHN F & CYNTHAX	02-08-200-018
62.63 AC TR LYG S GALENA RD & W RT 47 NE1/4 SEC 8-37-7 CITY OF YORKVILLE  B 70.4C TB LYC S CALLENA RD & W RT 47 NE1/4 SEC 5 8 8 77.7	8-37-7	7632	Ę	ENGLEWOOD	930 SYLVAN AVE STE 110	ORKVILLE LOAN ASSOCIATES, % KENNEDY FUNDING	02-08-200-013
42.72 AC TR LYG S GALENA RD & W RT 47 NE 1/4 SEC 8-37-7	8-37-7	60560	F	YORKVILLE	1107 S BRIDGE ST STE D	SCOTT BRUMMEL BRUMMEL REALTY	02-08-200-011
3.28 AC TR LYG S GALENA RD & W RT 47 NE1/4 SEC 8-37-7	8-37-7	60560	F	YORKVILLE	1107 S BRIDGE ST STE D	SCOTT BRUMMEL BRUMMEL REALTY	02-08-200-009

## Amended Annexation Roll Rob Roy Drainage District

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	LOT 258 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	80560	F	YORKVILLE	2845 MCMURTRIE WAY	KAHLE, KRYSTAL D 8, MADDEN, ANDREW J	02-17-453-003
_	LOT 257 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	δ	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-453-002
ــــــــــــــــــــــــــــــــــــــ	LOT 256 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	Š	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-453-001
	LOT 232 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	=	YORKVILLE	2773 GOLDENROD DR	HAWKER, ERIC A & JENNIFER D	02-17-452-010
	LOT 231 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	80560	=	YORKVILLE	2779 GOLDENROD DR	GARGO, JERRY D & GAIL A	02-17-452-009
	LOT 230 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	80560	7	YORKVILLE	2867 MCMURTRIE WAY	CIMINO, JOSEPH &, BICE, SARAH J	02-17-452-008
	LOT 229 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60580	7	YORKVILLE	2871 MCMURTRIE WAY	FERNANDEZ, GREGORY & SUSAN MARIE	02-17-452-007
	LOT 228 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	75010	¥	CARROLLTON	5000 PLANO PKWY	FEDERAL HOME LOAN MORTGAGE CORP. % HOMESTEPS ASSET SERVICES	02-17-452-006
	LOT 227 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	=	YORKVILLE	2754 ALAN DALE LN	BRADFORD, JENNIFER M & WILLIAM J	02-17-452-005
	LOT 228 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	=	YORKVILLE	2744 ALAN DALE LN	WINDSOR, JONATHAN ALLIE, CAJIGAS WINDSOR, DANA & CAJIGAS, MARIA	02-17-452-004
	LOT 223 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	7	YORKVILLE	2883 MCMURTRIE CT	DUY, PATRICK MICHAEL & MARIBEL	02-17-451-003
	LOT 222 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	Š	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-451-002
L	LOT 221 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	P	YORKVILLE	2891 MCMURTRIE CT	CRISSIE, RICHARD CARY	02-17-451-001
	LOT 203 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	P	YORKVILLE	2806 MCMURTRIE WAY	OLSON, JEFFREY & REGINA	02-17-450-017
	LOT 204 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	B	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-450-016
	LOT 205 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	ß	RVINE	2392 MORSE AVE	TRG VENTURE TWO LLC,	02-17-450-015
	LOT 208 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	5	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-450-014
	LOT 207 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	82614	S	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-450-013
	LOT 208 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	S	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-450-012
	LOT 209 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	ř	YORKWILLE	2842 MCMURTRIE WAY	MCCOY, BARBARA A	02-17-450-011
	LOT 210 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	P	AORKVILLE	2848 MCMURTRIE WAY	FERRONE, LAWRENCE J & ANA V	02-17-450-010
	LOT 211 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	Š	RVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-450-009
	LOT 212 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	ß	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-450-008
	LOT 213 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	F	AOSKVILLE	2868 MCMURTRIE WAY	MILLER, ERIC M, KATHLEEN M & SYLVIA J	02-17-450-007
7.	LOT 214 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	Š	RVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-450-006
	LOT 215 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	S	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-450-005
	LOT 216 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	Ş	SRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-450-004
	LOT 217 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	Ş	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-450-003
	LOT 218 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	7	AORKVILLE	2892 MCMURTRIE CT		02-17-450-002
لــــــا	LOT 299 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60126	F	ELMHURST	P O BOX 497	WHISPERING MEADOWS COMMUNITY ASSOCIATION, % REAL ESTATE INVESTOR SERVICE	02-17-450-001

## Amended Annexation Roll Rob Roy Drainage District

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LOT 189 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	S	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-490-004
LOT 200 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92814	S	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-490-003
LOT 201 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	S	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-490-002
LOT 202 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	7	YORKVILLE	2768 MCMURTRIE WAY	COOK, MARK &, KUTELLA, LAUREN	02-17-490-001
LOT 279 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	S	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC,	02-17-454-008
LOT 280 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	S	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-454-007
LOT 281 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	3	TRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-454-008
LOT 282 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	S	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-454-005
LOT 283 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	=	YORKVILLE	2792 ELDEN OR	GRANDCHAMP, GARY JR	02-17-454-004
LOT 284 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	S	RVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-454-003
LOT 285 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	S	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-454-002
LOT 288 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	Ş	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC,	02-17-454-001
LOT 255 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	P	YORKVILLE	2782 GOLDENROD DR	GROFF, ANTHONY & DIANA	02-17-453-022
LOT 254 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	- 60580	P	YORKVILLE	2778 GOLDENROAD DR	IRVINE, RICHARD T & MELISSA A	02-17-453-021
LOT 253 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	S	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC,	02-17-453-020
LOT 252 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	80580	P	YORKVILLE	2768 GOLDENROD DR	KRAWCZYK, ANDREA J &, GREEN, J RYAN	02-17-453-019
LOT 251 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	P	AORIVAILLE	2758 GOLDENROD DR	VISCOGLIOSI, JOSEPH P & CORRINE A	02-17-453-018
LOT 250 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	P	YORKVILLE	2752 GOLDENROD DR	BANUELOS, EDWARDO & SUSANNA	02-17-453-017
LOT 249 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	P	YORKVILLE	2742 GOLDENROD DR	ACKERMAN, NIELS M & SHELLEY L	02-17-453-016
LOT 248 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	89102	3	LAS VEGAS	2810 W CHARLESTON BLVD STI	WILMINGTON SAVINGS FUND SOCIETY FSB, 2810 W CHARLESTON BLVD STE % FC) LENDER SERVICES INC	02-17-453-015
LOT 247 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	F	YORKVILLE	2728 GOLDENROD DR	ACEVEDO, RODOLFO & ESTHER	02-17-453-014
LOT 248 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	7	YORKVILLE	2724 GOLDENROD DR	STEPHEN	02-17-453-013
LOT 245 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	75	AOBKAITTE	2710 GOLDENRON DR	AVILA, EULALIO J	02-17-453-012
LOT 288 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	F	YORKVILLE	2735 ELDEN DR	THOMPSON, SAMUEL M & MEGAN L	02-17-453-011
LOT 265 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	ς	RVINE	2392 MORSE AVE	TRG VENTURE TWO LLC,	02-17-453-010
LOT 264 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	80560	=	AOBAVILLE	2751 ELDÉN DR	WAYNE, BRIAN M & BONNIE A	02-17-453-009
LOT 263 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	ř	YORKVILLE	2761 ELDEN DR	KOUTNY, WILLIAM J & DEBRA A	02-17-453-008
LOT 262 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	ř	YORKVILLE	2765 ELDEN OR	SPAGNOLI, BRIAN S & BRIDGET	02-17-453-007
LOT 261 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	60560	=	YORKVILLE	2771 ELDEN OR	MILLER, JERRY W & KATHY L	02-17-453-008
LOT 260 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	δ	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC,	02-17-453-005
LOT 259 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE	17-37-7	92614	δ	IRVINE	2392 MORSE AVE	TRG VENTURE TWO LLC.	02-17-453-004

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02-17-490-005	TRG VENTURE TWO LLC.	2392 MORSE AVE	IRVINE	3	92614	17-37-7	LOT 198 WHISPERING MEADOWS UNIT 4 CITY OF YORKYILLE
02-17-490-006	TRG VENTURE TWO LLC.	2392 MORSE AVE	IRVINE	δ	92614	17-37-7	LOT 197 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-490-007	TRG VENTURE TWO LLC,	2392 MORSE AVE	RVINE	\$	92614	-17-37-7	LOT 196 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-490-008	TRG VENTURE TWO LLC.	2392 MORSE AVE	IRVINE	δ	92614	17-37-7	LOT 195 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-490-009	TRG VENTURE TWO LLC,	2392 MORSE AVE	IRVINE	3	92814	17-37-7	LOT 194 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-490-010	TRG VENTURE TWO LLC.	2392 MORSE AVE	RVINE	3	92614	17-37-7	LOT 193 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-491-001	TRG VENTURE TWO LLC,	2392 MORSE AVE	IRVINE	\$	92614	17-37-7	LOT 287 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-491-002	TRG VENTURE TWO LLC.	2392 MORSE AVE	RVINE	8	92614	17-37-7	LOT 288 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-491-003	TRG VENTURE TWO LLC.	2392 MORSE AVE	IRVINE	\$	92614	17-37-7	LOT 289 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-491-004	TRG VENTURE TWO LLC,	2392 MORSE AVE	IRVINE	3	92614	17-37-7	LOT 290 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-491-005	TRG VENTURE TWO LLC,	2392 MORSE AVE	RVINE	S	92614	17-37-7	LOT 291 WHISPERING MEADOWS UNIT & CITY OF YORKVILLE
02-17-491-006	TRG VENTURE TWO LLC,	2392 MORSE AVE	IRVINE	S	92614	17-37-7	LOT 292 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-491-007	TRG VENTURE TWO LLC,	2392 MORSE AVE	IRVINE	δ	92614	17-37-7	LOT 283 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-491-008	TRG VENTURE TWO LLC.	2392 MORSE AVE	IRVINE	Š	92614	17-37-7	LOT 294 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-491-009	TRG VENTURE TWO LLC,	2392 MORSE AVE	IRVINE	B	92614	17-37-7	LOT 285 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-491-014	TRG VENTURE TWO LLC.	2392 MORSE AVE	IRVINE	δ	92614	17.37.7	LOT 272 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-491-015	MARTINO, THOMAS J & ANDREA C	2702 ELDEN	YORKWILLE	7	60560	17-37-7	LOT 273 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-491-016	TRG VENTURE TWO LLC,	2392 MORSE AVE	IRVINE	\$	92614	17-37-7	LOT 274 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-491-017	TRG VENTURE TWO LLC.	2392 MORSE AVE	IRVINE	S	92614	17-37-7	LOT 275 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-491-018	BELL, JOHNNY C III & DIANE M	2724 ELDEN DR	YORKVILLE	F	60560	17-37-7	LOT 276 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-491-019	SKARR, RONALD H &, MEYER, KERIN A	2726 ELDEN DR	YORKVILLE	F	60560	17-37-7	LOT 277 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-491-020	TRG VENTURE TWO LLC.	2392 MORSE AVE	IRVINE	δ	92614	17-37-7	LOT 278 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-492-001	COOVER, TOBIN L & JENNIFER L	2725 ELDEN DR	YORKVILLE	F	60560	17-37-7	LOT 287 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-492-002	TRG VENTURE TWO LLC.	2392 MORSE AVE	IRVINE	S	92614	17-37-7	LOT 268 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-17-492-003	TRG VENTURE TWO LLC.	2392 MORSE AVE	IRVINE	S	92614	17-37-7	LOT 289 WHISPERING MEADOWS UNIT 4 CITY OF YORKVILLE
02-18-100-003	FIVEHILC	13351 B FAXON RD	PLANO	F	60545	18-37-7	48,83 AC TR LYG NE1/4 NW1/4 SEC 18-37-7 (ROW TAKEN 05- 25833 LESS .51 AC)
02-18-100-006	COMMONWEALTH EDISON	THREE LINCOLN CENTRE 4TH	OAK BROOK TERRACE	7	60181	18-37-7	198.70 AC TR LYG NW ¼ & SW ¼ & W ¼ NE ¼ & W ⅓ SE ¼ SEC 18-37-7 (EXC ROW TAKEN 14-03606)
02-18-200-001	FORTNER, JEFFREY A & JENNIFER	2013 BEECHER RD	PLANO	22	60645	18-37-7	SEC 18-37-7 E 325' OF N 375' OF W 1/2 NE 1/4
02-18-300-001	HAMMAN, DON & CAROL %FOX RIDGE	6110 ROUTE 71	OSWEGO	P	60543	18-37-7	
02-18-300-002	HAMMAN, DON & CAROL %FOX RIDGE STONE	6110 ROUTE 71	OSWEGO	7	60543	18-37-7	41.82 AC TR LYG NW114 SW114 SEC 18-37-7
02-18-300-003	HAMMAN, DON & CAROL %FOX RIDGE	6110 ROUTE 71	OSWEGO	F	60543	18-37-7	71,84 AC TR LYG SW1/4 SEC 18-37-7

Parcel information retrieved from the Kerntall County Geographic Information System.

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7 LOT 25 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	20-37-7	60560	=	YORKVILLE	2302 IROQUOIS LN	LENKE, TODO W & SWEEZER-LENKE AMY	02-20-126-010
7   LOT 28 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	ş	60560	F	YORKVILLE	2322 IROQUOIS LN	12-1	02-20-126-008
_	8	60560	P ;	YORKVILLE	2342 IROQUOIS LN	PARRATORE STACY	02-20-126-008
	3 8	2000	=	A LINNAGON	AND MODERATE OF THE PROPERTY O	PROPERTY NORTH A ARCENE	02-20-120-000
7 ILOT 30 KYLYNS BIRGE INIT 2 CITY OF YORKVILLE	t	60560	-	YORKVILLE	2388 IROQUOIS LN	INGEMUNSON, ROBYN M	02-20-126-005
_	8	60560	F	YORKVILLE	2392 IROQUOIS LN	MEUNDA M	02-20-128-004
LOT 32 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	t	60560	F	YORKVILLE	2394 IROQUOIS LN	A & ADRII	02-20-126-003
	20.	60560	7	YORKVILLE	2396 IROQUOIS LN	SHELDON, ROD	02-20-126-002
	20-3	60560	ř	YORKVILLE	2398 IROQUOIS LN	LI, ZHAOWEI	02-20-126-001
	25	60560	=	YORKVILLE	1004 WESTERN LN	KYLYNS RIDGE HOMEOWNERS ASSN	02-20-125-023
	3	60560	=	YORKVILLE	1932 CANYON TRL	KYLYNS RIDGE HOMEOWNERS ASSN	02-20-125-022
	2	60560	=	YORKVILLE	2201 (ROOUDISTN	GROS JEFFREY C. & NANCY J	100-501-00-50
	3 5	60184	=	WAYNE	NAME WASHINGTON	DECOMPO, NOBERT O ECICAGETA	A10-C21-07-70
	20-37-7	20000	=	YORKVILLE	SAL ROUGISTN	GREEN, CHAD M & AMBER R	02-20-125-018
	202	60560	-	YORKVILLE	2281 IROQUOIS LN	STANEK, LILLIAN TR	02-20-125-017
-	┝	60560	F	YORKVILLE	2301 IROQUOIS LN	KICHER, JAMES P & CAROL J	02-20-125-016
_	20-3	60560	F	YORKVILLE	2321 IROQUOIS LN	FALLON, THOMAS & CHRISTY	02-20-125-015
_	Н	60560	F	YORKVILLE	2341 IROQUOIS LN	VANDERMYDE, DONALD T & AMY L	02-20-125-014
LOT 11 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	Н	60560	F	YORKVILLE	2381 IROQUOIS LN	GASKA, KIMBERLY	02-20-125-013
_	+	60560	=	YORKVILLE	2381 PROQUOIS LN	SOLISZKO, ALFREDA	02-20-125-012
L	+	60560	=	YORKYLLE	2383 IROQUOIS LN	BUCHE DAVID A & MYRNA P	02-20-125-011
LOT & KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	20-37-7	90500	-	TURNATE	Nas IBOOLOIS IN	MARCE ALAN OS CARAL	600-621-06-60
TOT I KNI YWS BIRGE I MIT 3 CITY OF YORKYILLS	+	00000	-	TORNIUE	Z389 IKOCOOIS UN	ARCH, LOUIS A	02-70-125-008
	+	60560	F	YORKVILLE	2391 IROQUOIS LN	SENNETT, RONALD W & BEVERLY R	02-20-125-007
_	┢	60560	F	YORKVILLE	2393 PROQUOIS LN	COONEY, BRIAN PATRICK & JULIE LYNN	02-20-125-008
-	20-37-7	60560	F	YORKVILLE	2395 IROQUOIS LN	Z	02-20-125-005
٠.	H	60560	=	YORKVILLE	2397 IROQUOIS LN	CHILELLI, KEVIN A & SARAH J	02-20-125-004
_		60560	F	YORKVILLE	2399 IROQUOIS LN	ZWIER, MICHAEL H & LISA L	02-20-125-003
_	200	60560	F	YORKVILLE	800 GAME FARM RD	UNITED CITY OF YORKVILLE	02-20-125-002
-	20-37-7	60173	F	SCHAUMBURG	80 REMINGTON RD.	CHIOU	02-20-100-011
_		90000	,	TOWN TOWN	I GIOC TOOLS IND	YORKVILLE MEADOWS LLC. C/O SHERRIE	C-100-001
SEC 20-37-7 SE 1/4 NW 1/4	20-37-7	60560	=	YORKVII F	10700 FAXON BD	VARSI EV ERANDIS GIL & DHVILLS A	מבישריושיים
SEC 19-37-7 IRR 203.31 AC TR LT 11 S1/2	19-37-7	60044	F	LAKE BLUFF	405 E. SHERIDAN RD	LASALLE NATIONAL BANK, %	02-19-400-006
SEC 19-37-7, SW 1/4 SE 1/4	19-37-7	60044	F	LAKE BLUFF	405 E. SHERIDAN RD	DREW DANIELS	02-19-400-005
1.21 AC TR COM INT NUN RT 34 & WICH SW 14*, N 600, E 148, S 600, W 148 (EXC ROW TAKEN 02-31117) (EXC ROW TAKEN 16- 17058) CITY OF YORKVILLE	19-37-7	80545	F	PLANO	2108 ROCK CREEK RD	OLD 2ND NATIONAL BANK, % SVITSKI MARK & LEANN	02-19-300-016
	19-37-7	85508	구	WESTERN SPRINGS	202 RUGLEY RD	CMP PROPERTIES & DEVELOPMENT	02-19-300-014
	18-37-7	60542	7	NORTH AURORA	18) S LINCOLNWAY	KELAKA LLC,	02-19-300-013
SEC 19-37-7, E 1/2 SW 1/4	19-37-7	80044	F	LAKE BLUFF	405 E. SHERIDAN RD	DANIELS	02-19-300-008
SEC 19-37-7 191.31 ACS	19-37-7	60542	7	NORTH AURORA	181 S LINCOLNWAY	KELAKA LLC.	02-19-100-011
-		60543	F	OSWEGO	6110 ROUTE 71	STONE	02-18-400-004
_	18-37-7	60560	F	ACKANITE	2822 BEECHER RD		02-18-900-001

Parcel information retrieved from the Kendall County Geographic Information System.

Column   C							IVOLUMENT PARCIALLY CO VICTOR	UZ-20-13
CONTRIBUTION NAMES   A CONTRIBUTION NAMES		1560 20-3	2		YORKVILLE	2172 HIGH RIDGE LN	TALLING TO ACCOUNT OF TALLING	100-101-02-20
CONTINUED   CONT		20-3	+		YORKVILLE	2182 HIGH RIDGE LN		02-20-151-006
CONTRIGUES   CON	_	20-3	4		YORKVILLE	2102 HIGH RIDGE LN	IDACONO, ISIDACIO AND INDA	02-20-151-000
COLONIER DISTRICTORY NAMES   A	7-7	20-3	4	-	ADRIVING	SAC CALLON 192	ISZELAGOSKI FAMILY I KUST	02-20-151-004
AVAILISCAN,   WANTE ELANIS I.W.   YORKYILLE   I.   60560   20-21-7   WANTE PLANS I.W.   YORKYILLE	2	+	3	+	ALINAGOA	200000000000000000000000000000000000000	MARIE	02-20-101-02-20
COLONISTO DICTOR NOT CONTROLLED   CONTROLL	1	20-3	_	_	YORKVILLE	932 CANYON TRL	LUBECKE, WILLIAM ROBERT & DONNA	Maria de M
COUNSELL, NOTICE PROVISER   CONTROLLE	7-7 LT 102 KYLYNS RIDGE UNIT 1 SUBU CITY OF YORKY	560 20-3	60		YORKVILLE	922 CANYON TRL	ROTHWAN MARK	00.20.151.00
COUNTELL NOTICE ON AVAILES NA   CONTROLLE   CORROLLE   CORROLLE	ш	20-3	Н		YORKVILLE	912 CANYON TRL	INCLINION OF THE PROPERTY OF T	800-001-02-70
COUNTRIEST   CONTRIES   CONTRIE	7-7 LT 126 KYLYN'S RIDGE UNIT 1 SUBD CITY OF YORKY	560 20-3	4		YORKVILLE	ON CANYON TRI	COLEMAN WILLIAM OCCUR	02-20-02-00
COUNTIEL NAME SON	3	1	4	-	YORKVILE	ST CANYON TRE	CORELL CONSTORERS SAFEKIN	02-20-150-007
CONTRIENT   CONT	3	+	-		YORKVILLE	ON CANYON TO	COLE BRIAN & DIANE KAY	02-20-150-006
COORNISCELIT ERRANCE & DAMES   A 2221 ROCOUSS W   CORNALLE   L 60560 20-23-7-7   L 6	- 1	20-37	88		T TANABOA	ZZBZ HIGH RIDGE LW	POGORZELSKI, EDWARD	02-20-150-005
CONTRIENT   CRITICISM   CONTRIENT   CONT	- 1	1	+	-	A CANALLE	ZZ9Z HIGH RIDGE LN	GRUSKOVAK JACK & NALEPKA BRENDA	02-20-150-004
COUNTEST   ERRANGE BANGESA	-7 LT 131 KYLYWS RIDGE UNIT 1 SUBD CITY OF YORKY	+	+	- 6	AGCONS THE	30801 AGOURA RD STE 200	AMH 2014-2 BORROWER LLC	02-20-150-003
COUNTEST_IT_ERRAYNE_E & PAMELA	4	+	+	1=	YORKVILLE	2312 HIGH RIDGE UN	RAITT, TOM L& HEIDI L	02-20-150-002
COONSELL   LERRANGE BAMELS	1.	+	╁		TORNAILLE	Z3ZZ HIGH HIUGE LW	BRANNING, CHRISTOPHER M & TINA M	02-20-150-001
COUNTEST   ERRANGE BAMER   COZORIS   CONTON   CORNOLLE   COSSO 20-37-7   COCONICIS   CONTON   CORNOLLE   COSSO 20-37-7   COCONICIS   CONTON   CORNOLLE   COSSO 20-37-7   COCONICIS   CONTON   CORNOLLE   COSSO 20-37-7   COS	4	_	-	_	-			000-021-02-20
COUNTEST   FRANCE   PAMELA   CONTROLLE   COSSO   20.31-7   CONTR	4	H	60	_	YORKVILLE	932 CANYON TRL	INTERNATIONAL PROPERTY ASSAULT	MO-071-07-20
COONNELLE TERRANCE & PAMERA   222 INDOCUUS LM   CORNOLLE   L. 60560 20.31.	-7 LOT 70 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	Н	Н	=	YORKVILLE	2121 IROQUOIS LIV	1	COD-921-02-20
COONNELL   TERRANCE & PAMELA   222 PROCOUS IN   CORNOLLE   IL 60560   20-31-	7	-	8		YORKVILLE	N ISION CONTRACTOR	MCCCCONET, INCIDE TO COCKET	200-021-02-20
CONNENT_LERRANGES A PAMEL   CONNENTLE   COSSO   CONNENTLE   COSSO   CONNENTLE   CONNENTL	-7 LOT 68 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	_	-	-	YORKVILLE	PO BOX 195	TOORN THOTHY BE DEBORAL	100-021-02-20
COCHNELL   TERRANCE & PAMEL   CZZ IROCOUGS LM   CORNOLLE   CROSS   20.31;   COCHNELL   CROSS   CANTON TRAIL CT   CORNOLLE   CROSS   CANTON TRAIL CT   CORNOLL	7	H	+	=	YORKVILLE	2181 IROOUGIS LN	PRICE ANDREW	02-20-12/-014
CONNELLE   TRRANCE & PAMEL   222 ROCOUGS IM   CORNAILE   IL 60560 20-33-	4	+	80	=	YORKVILLE	N I NESTSEW END	DEVELOPMENT	
CONNELLE   TRRANCE & PAMEL   222 ROCOUGS LH   CORNAILE   L 60560 20-37-1	4		_	=	YORKVILLE	1063 WESTERN LN	SECRETARY OF HOUSING & URBAN	02-20-127-013
COONNELL, TERRANELA   222 IROCOUSI LH   YORKVILLE   IL 60560   20-37-	ľ	+	805	=	YORKVILLE	1083 WESTERN LN	SEPE, STEVEN R SR & DEBRA J	02-20-127-012
ACUDINSLII, TERRANCE & PAMELA   2222 INCOCUSS LIM   YORKVILLE   IL 80580   20-37-1	Ľ	t	605	=	YORKVILLE	1103 WESTERN LN	SULLIVAN SEAN K	02-20-127-011
ACUDANSIAL TERRANCE & PARIELA   2222 INCOCUSS LIM   YORKVILLE   IL 80580   20-37-1	1 LOT 64 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	+	605	F	YORKVILLE	1123 WESTERN LN	ANDERSON, ERIK R & KRISTIN E	02-20-127-010
ANUBERSON, WARTE & NY 1917A-1.   2222 INCOCQUUS LIM   YORKVILLE   IL 60560   20-31-1	7 LOT 65 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	-	-	_	YORKVILLE	1143 WESTERN LN	TANCAN DAVID DE IEUNIEER K	OUG-121-02-20
ANUBENDALI, TERRANCE & PANEELA   2222 INCOCQUES LIN   YORKVILLE   IL 60560   20-37-1	7 LOT 86 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	Н	605	=	YORKWILLE	1163 WESTERN LN	EON BICHARD & TIFFANY R	100-121-02-20
CONNEGLIT, TERRANCE & PANELA   2222 IROCOLUSS LIN   YORKVILLE   IL 60560   20-31-1	7	Н	605	-	YORKVILLE	1052 WHITE PLAINS LN	PAIRICIA A	200
COONNEST.   CARRICLE   COORDUS LIN   YORKVILLE   IL   60560   20-37-1	TOT 54 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	20-37	905	=	YORKVILLE	1042 WHITE PLVINS UN	-	02-20-127-006
ANUMENSIA, WANT & PANTEL.   2222 IROCORUS LW   YORKVILLE   IL 80560   20-37-1	7 ILOT 55 KYLYNS MIDGE ONLY COLL OF TOWNSHIELD	20-37	605	F	YORKVILLE	1032 WHITE PLAINS LN	KAHLE, MATTHEW C & NICOLE	02-20-127-005
MULENSON, WART & PANTELA   2222 IROCORUS UN   YORKVILLE   IL 80560   20-37-1	7 ILOT 56 KYLYNS RIDGE UNIT 2 CITY OF YORKYILLE		805	=	YORKVILLE	1022 WHITE PLAINS UN	SMITH BRIANG	02-20-127-004
ANUERSON, WART & PANTELA   2222 IROCORUS UN   YORKVILLE   IL 80560   20-37-1	7 LOT 57 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	20-37	805	=	YORKVILLE	1002 WHITE PLAINS LN	MYNATT DOUGLAS J	200-121-02-20
COCONNEGLIL, TERRANCE & PANELA   2222 IROCOQUIS LIN   YORKVILLE   IL 80560   20-37-1	7 LOT 58 KYLYNS RIDGE UNIT 2 CITY OF YORKYILLE	20-37	805	-	YORKVILLE	OSS WHITE PLAINS LN	DECOMEST FOR A ANDREA	02-20-121-001
COCANICALL, TERRANCE & PANELA   2222 IROCOUS LIN   YORKVILLE   IL 80580   20-37-1	7 LOT 59 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	20-37	605	-	YORKVILLE	SOR WHITE PLAINS IN	WAGDESPACK, PAIRCOAL & MICHAEL	02-20-128-033
COCANICALL TERRANCE & PARTELA   ZZZZ IROCOUS LIN   YORKVILLE   IL 80560   20-37-1	7 LOT 35 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	20.37	805	-	VORKVILLE	BET CANYON TRAIT CT	SARTORI, ANTHONY D'& NICOLE K	02-20-128-032
COCONNECLL_TERRANCE & PANELA   2222 IROCOQUES LW   YORKVILLE   IL 80560   20-37-1	7 LOT 36 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	20-37	805	-	VORON IL	BAL CANADA LEGIL CI		02-20-126-031
COCONNELL   TERRANCE & PANELA   2222 IROCOUS LN   YORKVILLE   IL 80560   20-37-1	I LOT 37 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	20.37	200	= =	TURNVILLE	981 CANYON TRL CI	BRASFIELD, BRIAN & JENNIFER	02-20-126-030
ANUERSON, WART & PARTELL   PARANCE & PARTELL   2222 IROCORUS UN   YORKVILLE   IL 80560   20-37-1	TOT 38 KYLING RIDGE UNIT 2 CITY OF YORKVILLE	300	000	-	YORKVILLE	1991 CANYON TRAIL CT	FISCHER, ROBERT & ROSEMARY	02-20-126-029
ANUERSON, WART & PARTEL   ANUERSON   CORNILLE   CORNI	I LOT 40 KYLYNG RIDGE UNIT 2 CITY OF YORKVILLE	20-37-	805	-	YORKVILLE	1001 CANYON TRL CT	BAXA, NATHAN B & SARAH S	02-20-128-028
DOCININGELL   TERRANCE & PANELA   2222 IROCIQUIS LIN   YORKVILLE   IL 80560   20-37-1	LOI 41 KYLTNO KIDGE UNIT 2 CITY OF YORKING	70-37	6056	-	YORKVILLE	1002 CANYON TRAIL CT	RHOADES ERNEST LIII & ABBY K	02-20-128-027
ANUERSON, WARE   1	LOT 42 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	20-37-	505	F	YORKVILLE	992 CANYON TRAIL CT	DAMATO, DAVID V & GINA M	02-20-126-028
ANUERSON, WART & PANIELA   2222 IROQQIUS LIN   YORKVILLE   IL 80560   20-37-1	LOT 43 KYLYNS RIDGE UNIT 2 CITY OF TORNAILE	20-37-	6056	F	YORKVILLE	982 CANYON TRAIL CT	HAI RESMA STEV M& MICHELLE	10.30.136.105
ARUSENSUM, WANT E O INTO INTELLE   1. 80560   20-37-1	LOT 44 KYLYNS RIDGE UNIT 2 CHT OF TORNAILE	20-37-	6056	=	YORKVILLE	972 CANYON TRAIL CT	KLINE GREGORY W & MARY J	D-20-128-024
ANUERSON, WART & PANTEL   1222 IROCQUIS LY   YORKVILLE   1, 80560   20-37-1	LOT 45 KYLYNS RIDGE UNIT 2 CITY OF TORNYILLE	20-37-	6056	-	YORKVILLE	962 CANYON TRAIL CT	ARONSON BRUCE	02-20-120-023
ANURESON, WART & O NATE O NA	LOT 46 KYLYNS RIDGE UNIT ZOLLY OF TORNYILLE	20-37-	6056	=	YORKVILLE	952 CANYON TRL	WINDS XTILY	00.20 00.00
ANURESON, WART & O NY 19 JAL.   2222 IROCORUS LIX   YORKVILLE   IL 60560   20-37-1	ILOT 47 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	20-37-	8056	=	YORKVILLE	995 WHITE PLAINS LN	STRONG JOSEPH	02-20-126-021
ANUERSON, GART & PANELA   2222 IRCOQUUS LIN   YORKVILLE   II.   60560   20-37-1	LOT 48 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	20-37	6056	7	YORKVILLE	1897 WHITE PLAINS LN	MAGNABOSCO LEANN	02-20-120-010
ARCHER SCIN, GART E 0 NYLS IN.   2222 IRCOCQUS LN   YORKVILLE   IL   60560   20-37-1	LOT 49 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	20-37-	6056	F	YORKVILLE	1001 WHITE PLAINS UN	BI ISNACTYK STANISLAW & ELZBIETA	010-02-10-010
ANUERSON, GART E & N. 13 174. \   CONTROLLE   CONTRO	LOT 50 KYLYNS RIDGE UNIT 2 CITY OF YORKNILLS	20-37-	6056	F	YORKVILLE	1021 WHITE PLAINS LN	ARBET CHRISTOPHER & JEANNE	01.20.126.01A
ANUERSON, GART E O INTO TALE  DOCONNELLI, TERRANCE & PAMELA  ZZZZ IROGOUSILM  VORKVILLE  IL 60560 20-37-7  GARCIA, ROBERTO & VANESSA A  ZZZZ IROGUOSILM  VORKVILLE  IL 60560 20-37-7  SMITH SCOTT DOUGLAS  1061 WHITE PLAINS LN  VORKVILLE  IL 60560 20-37-7  VORKVILLE  IL 60560 20-37-7	LOT 51 KYLYNS RIDGE UNIT 2 CHY OF TURKVILLE	H	6056	=	YORKVILLE	1031 WHITE PLAINS LN	WORLEY KATHLEEN A	010-01-01-01-010
OCCONNELLI, TERRANCE & PAMELA ZZZZ IROCOUCS LN YORKVILLE IL 60560 20-37-7 GABCIA BORRETTO A VANESCA A ZZZZ IROCOUCS LN YORKVILLE IL 60560 20-37-7	ILOT 52 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	0 20-37-7	6056	=	YORKVILLE	1041 WHITE PLAINS LN	SMITH SCOTT DOUGLAS	02-20-128-018
TORRANGE BANGE A 2222 INCOMISS IN YORKVILLE II. 80560 20-37-7	LOT 20 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	0 20-37-7	6056	=	YORKVILLE	2202 IROQUOIS LN		02-20-120-014
	LOT 21 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	-	6056	-	YORKVILLE	NT STIDOOBI CCCC		2000

## Amended Annexation Roll Rob Roy Drainage District

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County,
Illinois

LOT 38 KENDALL MARKETPLACE CITY OF YORKVILLE	20-37-7	60062	<u> </u>	NORTHEROOK	THE STOCKE BLAD STE SON	KENDALL HOLDINGS I LLC, % GREENWOOD	200 200 000
LOT 39 KENDALL MARKETPLACE CITY OF YORKVILLE	20-37-7	80082	P	NORTHBROOK	707 SKOKIE BLVD STE 800	KENDALL HOLDINGS I LLC. % GREENWOOD	02-20-352-005
LOT 40 KENDALL MARKETPLACE CITY OF YORKVILLE	20-37-7	60062	F	NORTHBROOK	707 SKOKIE BLVD STE 800	KENDALL HOLDINGS I ILC, % GREENWOOD	02-20-352-004
LOT 41 KENDALL MARKETPLACE CITY OF YORKVILLE	20-37-7	60062	72	NORTHBROOK	707 SKOKIE BLVD STE 800	KENDALL HOLDINGS I LLC, % GREENWOOD	02-20-352-003
LOT 42 KENDALL MARKETPLACE CITY OF YORKVILLE	20-37-7	60062	F	NORTHBROOK	707 SKOKIE BLVD STE 600	KENDALL HOLDINGS I LLC, % GREENWOOD	02-20-352-002
PT LT 43 KENDALL MARKETPLACE CITY OF YORKVILLE	20-37-7	80062	F	NORTHBROOK	707 SKOKIE BLVD STE 600	KENDALL HOLDINGS I ILC, % GREENWOOD	02-20-352-001
LT 90 KYLYN'S RIDGE UNIT I SUBDICITY OF TURNVILLE	20-37-7	60560	F	YORKVILLE	903 WESTERN LN	RADAK ANDREW	02-20-327-004
LT 91 KYLYN'S RIDGE UNIT 1 SUBD CITY OF YORKVILLE		60560	72	YORKVILLE	923 WESTERNLN	REEDER, CHRISTOPHER & MELISSA	02-20-327-003
LT 92 KYLYN'S RIDGE UNIT 1 SUBD CITY OF YORKVILLE	20-37-7	60560	FF	YORKVILLE	963 WESTERN LN	PITSTICK, BRIAN M & MICHELLE H	02-20-327-001
YORKVILLE	20-37-7	00000	-	YORKVILLE	800 GAME FARMED	UNITED CITY OF YORKVILLE	02-20-326-007
LT 138 KYLYN'S RIDGE UNIT 1 SUBD (PARK) CITY OF		9	:  ;	ACKANICA	SOA WESTERN CN	DONELSON, ALEX C & BRIDGET I	02-20-326-006
IT BE KYLYN'S RIDGE LINIT I SUBD CITY OF YORKVILLE	20-01-1	Capa	-	YORKVILLE	924 WESTERN LN	SHIPLEY, MARK E & CATHLEEN A	02-20-328-005
LT 83 KYLYN'S RIDGE UNIT 1 SUBD CITY OF YORKVILLE	20-37-7	60560	-	YORKVILLE	944 WESTERN LN		02-20-326-004
LT 82 KYLYN'S RIDGE UNIT 1 SUBD CITY OF YORKVILLE	20-37-7	60560	=	YORKVILLE	984 WESTERN LN	KIESLING ANDREW S & KASIE LH	02-20-320-002
LT 81 KYLYN'S RIDGE UNIT 1 SUBD CITY OF YORKVILLE	20-37-7	80580	=	NORWALLE TOWNSTEE	ORA WESTERN IN		02-20-326-001
LT SO KYLYN'S RIDGE UNIT 1 SUBD		20500	= =	YORKVILLE	932 CANYON TRL	NC	02-20-325-010
1-7 LOT 79 KYLYNS RIDGE LINIT 2 CITY OF YORKVILLE	20-37-7	60560	-	YORKVILLE	1044 WESTERN LN	VISE M	02-20-325-008
LOT 78 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE		60560	7	YORKVILLE	1084 WESTERN LN		02-20-325-008
LOT 77 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	I SAII	60560	7	YORKVILLE	1084 WESTERN LN		02-20-325-007
LOT 78 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	20-37-7	80560	7	YORKVILLE	1104 WESTERN LN	ALLWAY REPROVES A SERVICE M	02-20-325-006
LOT 75 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	MI:	80560	= ;	VORKVII I	1124 WESTERN LN	CT	02-20-325-004
LOT 74 KM YNS RIDGE UNIT 2 CITY OF YORKVILLE	20-37-7	80560	: =	YORKVILLE	1164 WESTERN LN	YE .	02-20-325-003
LOT 72 KYLYNS RIDGE UNIT 2 CITY OF YORKAILLE		60560	F	YORKVILLE	1184 WESTERN LN		02-20-325-002
LOT 71 KYLYNS RIDGE UNIT 2 CITY OF YORKVILLE	1	60560	F	YORKVILLE	2101 IROQUOIS LN	NDA A	02-20-325-001
LT 110 KYLYN'S RIDGE UNIT 1 SUBD CITY OF YORKVILLE	~1	60560	=	YORKVILLE	B34 CANYON TRL	GARDNER KEITH A & SHAUNAL	D-20-177-007
LT 109 KYLYN'S RIDGE UNIT 1 SUBD CITY OF YORKVILLE	- I	60560	7	YORKVILLE	844 CANYON TRL		02-20-177-006
LT 108 KYLYN'S RIDGE UNIT 1 SUBD CITY OF YORKVILLE	~u:	60560		VORKNILE	SEL CANYON TO	5	02-20-177-005
LT 107 KYLYN'S RIDGE UNIT 1 SUBD CITY OF YORKVILLE	20-37-7	00000	2 =	YORKVILLE	884 CANYON TRL	CRISTAS	02-20-177-004
LE 109 MYLTRY S MIDGE CHIEF 1 SUBDICITY OF YORKVILLE		00000	-	YORKVILLE	894 CANYON TRL	LEENL	02-20-177-003
LT 104 KYLYNS RIDGE UNIT 1 SUBD CITY OF YORKVILLE		60560	F	YORKVILLE	902 CANYON TRL	EPHANIE J	02-20-177-002
YORKVILLE	20-37-7	60560	=	YORKVILLE	PO BOX 133	KYLYNS RIDGE HOMEOWNERS ASSN	02-20-177-001
LT 135 KYLYN 3 KIDGE UNIT 1 SUBD (DETENTION) CITY OF	20-37-7	60560	P	YORKVILLE	833 CANYON TRL		02-20-176-012
LT 118 KYLYN'S RIDGE UNIT I SUBD CITY OF YORKVILLE	1	60560	P	YORKVILLE	BA3 CANYON TRL	LLYM	02-20-176-011
LT 117 KYLYN'S RIDGE UNIT 1 SUBD CITY OF YORKVILLE	20-37-7	60560	F	YORKVILLE	853 CANYON TRAIL	MEEJR	2-20-176-010
LT 118 KYLYN'S RIDGE UNIT 1 SUBD CITY OF YORKVILLE	4	60560	F	YORKVILLE	863 CANYON TR.	TIONAL BANK OF AURORA	02-20-176-009
LT 119 KYLYN'S RIDGE UNIT 1 SUBD CITY OF YORKVILLE	20-37-7	60560	2	YORKVILLE			02-20-176-008
LT 120 KYLYN'S RIDGE UNIT 1 SUBD CITY FO YORKVILLE	_	60442	Ē	MANHATTAN	8025 S DIANE WAY	MAYHALL MATTHEW W & CATHY L	02-20-176-007
YORKVILLE	20-37-7	60560	=	YORKVILLE	PO BOX 133	KYLYNS RIDGE HOMEOWNERS ASSN	02-20-176-006
LT 121 KYLYNG RIDGE ONLY 1 SUBD (RETENTION) CITY OF	20-37-7	60560	F	YORKVILLE			02-20-178-005
T 122 KYLYN'S RIDGE UNIT 1 SUBD CITY OF YORKVILLE	Ľ	60560	F	YORKVILLE			02-20-176-004
LT 123 KYLYN'S RIDGE UNIT 1 SUBD CITY OF YORKVILLE	2	80560	7	YORKVILLE		DUBEY BYAND A LISA A	200-176-002 200-176-002
LT 124 KYLYN'S RIDGE UNIT 1 SUBD CITY OF YORKVILLE	20-37-7	60560	F	YORKVILLE	OS CANYON TRI	DANSE.	20000
LT 125 KYLYN'S RIDGE UNIT 1 SUBDICITY OF YORKVILLE	20-37-7	60560	F	YORKVILLE	903 CANYON TRL		02-20-176-001
LOT 1 WHISPERING MEADOWS UNIT 1 CITY OF YORKVILLE	20-37-7	60126	=	ELMHURST	P O BOX 497	ASSOCIATION, % REAL ESTATE INVESTOR P	02-20-175-001

Parcel information retrieved from the Kendall County Geographic Information System.

02-20-352-007	GLOBAL INC	707 SKOKIE BLVD STE 600	NORTHBROOK	7	60082	20-37-7	LOT 37 KENDALL MARKETPLACE CITY OF YORKVILLE
02-20-352-008	ILDINGS I LLC, % GREENWOOD	707 SKOKIE BLVD STE 800	NORTHBROOK	=	60062	20-37-7	LOT 36 KENDALL MARKETPLACE CITY OF YORKVILLE
02-20-352-009	DLDINGS I LLC, % GREENWOOD	707 SKOKIE BLVD STE 800	NORTHBROOK	p	60062	20-37-7	LOT 35 KENDALL MARKETPLACE CITY OF YORKVILLE
02-20-352-010	LDINGS I LLC, % GREENWOOD	707 SKOKIE BLVD STE 600	NORTHBROOK	=	80062	20-37-7	LOT 34 KENDALL MARKETPLACE CITY OF YORKVILLE
02-20-354-001	DLDINGS I LLC, % GREENWOOD	707 SKOKIE BLVD STE 600	NORTHEROOK	F	60062	20-37-7	LOT 33 KENDALL MARKETPLACE CITY OF YORKVILLE
02-20-354-002	ALDINGS I LLC. % GREENWOOD	707 SKOKIE BLVD STE 600	NORTHBROOK	7	60062	20-37-7	LOT 32 KENDALL MARKETPLACE CITY OF YORKVILLE
02-20-354-003	LDINGS I LLC, % GREENWOOD	707 SKOKIE BLVD STE 600	NORTHBROOK	7	60062	20-37-7	LOT 31 KENDALL MARKETPLACE CITY OF YORKVILLE
02-20-354-004	LDINGS I LLC. % GREENWOOD	707 SKOKIE BLVD STE 600	NORTHBROOK	F	60062	20-37-7	LOT 30 KENDALL MARKETPLACE CITY OF YORKVILLE
02-20-354-005	ALDINGS I LLC, % GREENWOOD	707 SKOKIE BLVD STE 600	NORTHBROOK	72	60062	20-37-7	LOT 28 KENDALL MARKETPLACE CITY OF YORKVILLE
02-20-354-006	DILDINGS I LLC, % GREENWOOD	707 SKOKIE BLVD STE 600	NORTHBROOK	F	60062	20-37-7	
02-20-370-001	EFFREY R & TONI L	PO BOX 12	BRISTOL	F	80512	20-37-7	LT 89 KYLYN'S RIDGE UNIT 1 SUBDICITY OF YORKVILLE
02-20-370-002		863 WESTERN LN	YORKVILLE	F	80580	20-37-7	_
02-20-370-003	GIA	804 CANYON TRL	YORKVILLE	7	00000	20-31-	1
02-20-370-004		924 CANTON INC	TORNALLE	-	00000	20 37 7	LT 114 KYLYNS BIDGE LINIT 1 SURD CITY OF YORKVILLE
02-20-371-001	PEREZ ADRIAN & KALIRICH BRITTANY	SD3 CANYON TRI	YORKVILLE	-	60560	20-37-7	
02-20-372-001		884 WESTERN LN	YORKVILLE	F	60560	20-37-7	_
02-20-372-002	DAFFENBURG, BRET A & JULIE A	864 WESTERN LN	YORKVILLE	F	60560	20-37-7	
02-20-372-003	UNITED CITY OF YORKVILLE	800 GAME FARM RD	VORKVILLE	7	80580	20-37-7	YORKVILLE
02-20-380-001	KENDALL HOLDINGS I LLC, % GREENWOOD	707 SKOKIE BLVD STE 800	NORTHBROOK	=	60062	20-37-7	LOT 27 KENDALL MARKETPLACE CITY OF YORKVILLE
02-20-380-002	ADINGS I LLC. % GREENWOOD	707 SKOKIE BLVD STE 600	NORTHBROOK	F	60062	20-37-7	LOT 28 KENDALL MARKETPLACE CITY OF YORKVILLE
02-20-380-003	KENDALL HOLDINGS I LLC, % GREENWOOD	707 SKOKIE BŁVD STE 600	NORTHBROOK	=	60062	20-37-7	LOT 25 KENDALL MARKETPLACE CITY OF YORKVILLE
02-20-360-004	ALDINGS I LLC, % GREENWOOD	707 SKOKIE BLVD STE 600	NORTHBROOK	-	60062	20-37-7	
02-30-100-015	QUALIFIED INTERMEDIARY OF SO IL, % 111	1550 HECHT RD	BARTLETT	=	60103	30-37-7	_
02-30-200-021	CHICAGO TITLE LAND.	405 E, SHERIDAN RD	LAKE BLUFF	-	60044	30-37-7	13.21 AC TR LYG N ¼ N ¼ SEC 30-7-7, N RT 34 (EXC ROW TAKEN 14-12767)
02-30-203-002	UNITED CITY OF YORKVILLE	800 GAME FARM RD	YORKVILLE	=	60560	30-37-7	_
02-30-203-017	GCM PROPERTIES LLC.	12048 FLINT DR	HOMER GLEN	F	60491	30-37-7	TAKEN 16-18579) CITY OF YORKVILLE
07:-30-300-001	HENKER-BECK FARMS	406 CORRI LN	PLANO	=	60545	30-37-7	-
02-30-300-004	4334 ELDAMAIN FARM LLC, % MARIANA SOLARI	1425 N JACKSON	RIVER FOREST	P	60305	30-37-7	SEC 30-37-7DOC.87-4831

#### Attachment 17

### Phase In Plan for Proposed Compost Site located at 1270 Beecher Rd, Bristol, IL

Revised Oct 25, 2023

Milroy Farms basic strategy is to use the existing stormwater detention pond on our parcel to serve the Phase I area; eliminate the cure pile volume to restore normal off site drainage patterns; and then use the funds (if sufficient) to help build the new pond and also allow financing of another \$500k worth of equipment to build windrows and expand onto the west field Phase II area. We intend to accomplish this by the following plan detail:

- Existing Phase I detention pond (near site trailer area shall remain throughout duration of county permit). If the county permit goes through then Milroy Farms will attempt to get the EPA permit modified (and transferred to Milroy Farms) BEFORE the new \*\*Phase II pond is built (in preparation for windrows to be placed on the lower west side (Phase II) field. Also, BEFORE Phase II pond is built/completed begin screening and selling material ASAP from the cure pile to derive sufficient funds for construction of the new/proposed Phase II field build out detention pond construction. If required to expedite sales and necessary/possible set up bagging equipment in the processing area to sell bagged compost to retail outlets. If eliminating the cure pile is at too great a loss and/or not sufficiently profitable at Milroy Farms sole discretion we will close the EPA permit (if transferred to us) and then ask that the county revoke the special use permit. Offsite cure pile will be removed to approximately original tillable field grade on adjacent parcels if owner's and Yorkville permit material to be removed at no cost to Milroy Farms. Final phase activities entail placing windrows on our parcel's upper east field and the lower west field in the quantity and total length used to calculate the site throughput capacity as depicted by the original Weston site plans showing a Phase I and Phase II composting area. If sufficient revenue/funds allow it we may decide it beneficial to construct the proposed storage/maintenance building at a time to be determined and at our discretion.
- Upon termination of composting, the Phase II stormwater pond will be \*filled in and returned to ag once all composting feed product and any cure pile material is removed from all fields. The Phase II field will be returned to tillable and the storage building if constructed will remain on the property to serve as an ag building for farming or other special use if permitted.
- Existing road; utility line/equipment; office trailer; water well; septic system; heavy equipment e.g. wheel loader, etc; and equipment pads will remain upon termination of composting to serve farm operation; wetland mitigation bank activities (if any); or, future special use.
- \* alternative use could be to remain as a basis for a wetland mitigation bank; or, serve as a detention pond for another special use.
- \*\* Phase II pond centerline may be shifted to the east (away from creek) to allow for a possible 60' easement to the creek centerline at our discretion. Deadpool area/depth may be reduced to accommodate Rob Roy Creek drainage district representative (Bob Davidson) and Milroy Farms concerns regarding blowouts to or from the creek. These concerns will be related to our engineer for consideration and inclusion in our stormwater narrative (as requested today by the county reviewing engineer).

#### KENDALL COUNTY

Historic Preservation Commission Helmar Lutheran Church 11935 Lisbon Road Newark, Illinois 6:00 p.m. November 20, 2023

#### **CALL TO ORDER**

Chairman Jeff Wehrli called the meeting to order at 6:06 p.m.

#### **ROLL CALL**

Present: Jeff Wehrli (Chairman), Eric Bernacki, and Marty Shanahan

Absent: Kristine Heiman and Elizabeth Flowers

Also Present: Matt Asselmeier, Wanda A. Rolf, Myrtle Duvick, and Bob Christian

#### **NEW BUSINESS**

Attendees toured the Helmar Lutheran Church. Myrtle Duvick and Bob Christian led the tour. Built in 1847 by Norwegian immigrants, the church celebrated its One Hundred Seventy Fifth (175<sup>th</sup>) Anniversary in June of 2022. Currently there are three hundred (300) members in the congregation. Attendees viewed photographs of previous congregants at various functions throughout the years. Many changes were made to the church, from steeples being lowered to making additions for youth groups, Sunday school and fundraisers the church has stood the test of time.

#### APPROVAL OF AGENDA

Member Shanahan made a motion, seconded by Member Bernacki, to approve the agenda. With a voice vote of three (3) ayes, the motion carried.

#### APPROVAL OF MINUTES

Member Shanahan made a motion, seconded by Member Bernacki, to approve the minutes from the October 16, 2023, meeting. With a voice vote of three (3) ayes, the motion carried.

#### **CHAIRMAN'S REPORT**

Chairman Wehrli said that it was great to meet at different places and learn the history of our county.

#### **PUBLIC COMMENT**

None

#### **NEW BUSINESS**

None

#### **OLD BUSINESS**

None

#### Discussion of 2024 Historic Preservation Awards

Commissioners would start thinking about what groups and people should be nominated for next year.

#### Discussion of 2024 Meeting with Historic Preservation Groups

Chairman Wehrli mentioned having Roger Matile attend one of our meetings as he is an expert on historic structures in Kendall County and a columnist for Shaw Media, LLC.

Mr. Asselmeier reported that Pastor Hubbard from the Au Sable Grove Presbyterian Church was agreeable to having the meeting at the church on Wednesday, February 21, 2024, at 6:00 p.m. Mr. Asselmeier needed to confirm if a person from the Church could provide a history of the building and congregation. Jon Pressley from the State would discuss preservation awards and the importance of landmarking a structure.

The request to ask attendees about the oldest structure and oldest business in Kendall County will be added to the save-the-date.

#### Discussion of Historic Structure Surveys

Mr. Asselmeier stated the surveys from unincorporated Kendall and Bristol Townships have been added to the GIS. To date, the reimbursement check had not been received.

The County Board approved Forty-Four Thousand Dollars (\$44,000) to survey unincorporated Na-Au-Say and Seward Townships. The grant window was expected to open in February or March 2024.

#### Discussion of Having Commission Meetings at Historic Locations in the County

Mr. Asselmeier reported that the below list are some of the locations the Commission could have tentative meetings:

United Plattville Association in January 2024.

Plano Masonic Lodge is in process of finalizing for the March 2024 meeting.

Henneberry Barn and Ashley Farm have no insulation and meetings could be held in the spring or summer of 2024.

Pickerill Pigot House for Summer Group Meeting for July or August 2024.

#### **CORRESPONDENCE**

#### October 19, 2023, Email from Edith Farnsworth House

Commissioners reviewed the email from Farnsworth House commemorating National Hispanic Heritage Month. Send notices out regarding finding the oldest structures in Kendall County. Next meeting is at the county office building on December 18, 2023, at 6:00 pm.

#### **PUBLIC COMMENT**

None

#### **ADJOURNMENT**

Member Shanahan made a motion, seconded by Member Bernacki, to adjourn. With a voice vote of three (3) ayes, the motion carried. The Historic Preservation Commission adjourned at 6:58 p.m.

Respectfully Submitted, Wanda A Rolf Administrative Assistant

#### KENDALL COUNTY

Historic Preservation Commission
County Boardroom
111 W. Fox Street
Rooms 209 and 210 Yorkville, IL 60560
6:00 p.m.
December 18, 2023-Unofficial Until Approved

#### December 10, 2023-Chometar Chair Approve

#### **CALL TO ORDER**

Chairman Jeff Wehrli called the meeting to order at 6:00 p.m.

#### **ROLL CALL**

Present: Jeff Wehrli (Chairman), Eric Bernacki, Elizabeth Flowers, Kristine Heiman, and Marty Shanahan

Absent: None

Also Present: Matt Asselmeier and Wanda A. Rolf

#### APPROVAL OF AGENDA

Member Bernacki made a motion, seconded by Member Shanahan, to approve the agenda. With a voice vote of five (5) ayes, the motion carried.

#### APPROVAL OF MINUTES

Member Bernacki made a motion, seconded by Member Flowers, to approve the minutes from the November 20, 2023, meeting. With a voice vote of five (5) ayes, the motion carried.

#### **CHAIRMAN'S REPORT**

None

#### **PUBLIC COMMENT**

None

#### **NEW BUSINESS**

None

#### **OLD BUSINESS**

#### Discussion of 2024 Historic Preservation Awards

Commissioners reviewed the press release and application for the awards.

The awards application window opens on January 12, 2024. Commissioners will discuss a list of potential nominees at the next meeting. Mr. Asselmeier stated that the following previously received awards: Chapel on the Green, LaSalle Manor, Howard Manthei, Historic Yorkville Jail and Sherriff's Residence, Beverly Casey, Lowell Mathre, and Stephenie Todd. Mr. Asselmeier stated the next meeting for Historic Preservation is on January 17, 2024. The window to accept nominations closes on February 28, 2024.

Commissioners discussed projects that were previously nominated, but did not receive awards, including Lyon Farm. It was noted that several nominees, such as the Ferndell Museum and the Misner Blacksmith Shop were still incomplete at the time of application submittal. Mr. Asselmeier will compile a list of nominees that did not receive awards in previous years. Chairman Wehrli asked if the historic commission can have Roger Matile come to one of our meetings as a guest. Mr. Asselmeier mentioned he would look into inviting Mr. Matile.

#### Discussion of 2024 Meeting with Historic Preservation Groups

Commissioners reviewed the list of invitees, save the date card, and letter to invitees.

Mr. Asselmeier stated that the "Save the Date Card" will include sentences regarding the nominees for the historic preservation awards and identifying the oldest structures and businesses in Kendall County. The "Save the Date Card" will be sent in January 2024.

#### Discussion of Historic Structure Surveys

Mr. Asselmeier stated the County Board approved Forty-Four Thousand Dollars (\$44,000) to survey unincorporated Na-Au-Say and Seward Townships. The grant window is expected to open in February 2024. The County Board is still waiting for a reimbursement check for the previous structure survey.

#### Discussion of Having Commission Meetings at Historic Locations in the County

Mr. Asselmeier reported that the below list are some of the locations the Commission could have tentative meetings:

United Plattville UPA hall is available for the January 17, 2024. They are still trying to find someone to speak on the history of the arsenal.

Plano Masonic Lodge is tentative for the March 2024 meeting.

Henneberry Barn and Ashley Farm have no insulation and meetings could be held in the spring or summer of 2024.

Pickerill Pigot House will be reserved after the Summer 2024 meeting.

#### **CORRESPONDENCE**

#### November 20, 2023, November 22, 2023, November 27, 2023, and November 30, 2023, Emails from Edith Farnsworth House

Commissioners reviewed the emails from Farnsworth House. There were four (4) emails sent in November. On December 18, 2023, another email was sent for the 2023 Annual Appeal.

Member Heiman asked if other counties have invited Kendall County Historic Preservation to their meetings. Mr. Asselmeier responded that geographically our neighboring counties are much larger than Kendall County and do not necessarily have the same types of meetings.

#### November 28, 2023, Federal Highway Administration and Illinois Department of Transportation Section 106 PA Development Notification Letter

Discussion occurred regarding notification of historic places. Chairman Wehrli asked about Lyon Farm receiving a Section 106 notification letter. Mr. Asselmeier stated that the Planning, Building and Zoning Department receives the Section 106 notification letters, but the Lyon Farm letter might have been sent before he started with Kendall County in January 2017.

Chairman Wehrli spoke about several old homes being torn down on Wolf's Crossing and how this type of demolition can be prevented.

Chairman Wehrli discussed the possibility of inviting Native American Tribes to a future Commission meeting. Member Bernacki mentioned having a Native American Tribe do a presentation on historic traditions at one (1) of the meetings. Member Flowers asked to possibly contact Aurora University to see if they have a contact. Mr. Asselmeier will check with Larry Nelson and Fran Klaas to see if they have contacts with some of the Native American Tribes historically associated with the area.

#### December 4, 2023, Email from Landmarks Illinois

Commissioners reviewed the email which included nominations for the most endangered historic structures in Illinois.

#### December 2023 Edition of the Bell Tower

Commissioners reviewed the newsletter.

#### **PUBLIC COMMENT**

None

#### **ADJOURNMENT**

Member Flowers made a motion, seconded by Member Shanahan, to adjourn. With a voice vote of five (5) ayes, the motion carried. The Historic Preservation Commission adjourned at 6:40 p.m.

Respectfully Submitted, Wanda A. Rolf Administrative Assistant

#### **Matt Asselmeier**

From:

Edith Farnsworth House <farnsworth@farnsworthhouse.org>

Sent:

Sunday, December 17, 2023 7:45 PM

To:

Matt Asselmeier

Subject:

[External]You're Invited to be a Part of Our Future

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



A site of the National Trust for Historic Preservation

Ignite, Engage, Transform, and Build with Us



#### Our Foundation for the Future is You!

Whether its **igniting** a passion for preservation, art, architecture, nature, and history; **engaging** new and diverse communities with programs, tours, and events; **transforming** lives through educational experiences leading to new discoveries; or **building** a bridge to the future by preserving and protecting this unique historic site, **we invite you to join us** as we strengthen our foundation and move forward into 2024.

**IGNITE** curiosity and passion though the arts with curated tours and special events.



**ENGAGE** on and offsite at one-of-a-kind events and community collaborations.



**TRANSFORM** through education, exploration, and discovery.



#### You're Invited to BUILD Our Future

In 2024 we look to diversify our audience by expanding school visits, developing specialized guided tour experiences, deepening outreach efforts through offsite programs and collaborations, encouraging nature exploration, and increasing sustainability initiatives while maintaining and improving the natural environment of this unique setting.

No gift is too small, and we appreciate everyone's support as we strive to meet our yearend fundraising goal.

We invite YOU to be an integral partner in achieving these plans.

**Donate Now** 

Edith Farnsworth House | 14520 River Rd, Plano, IL 60545

<u>Unsubscribe masselmeier@kendallcountyil.gov</u>

<u>Update Profile | Constant Contact Data Notice</u>

Sent by farnsworth@farnsworthhouse.org powered by



#### **KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE**

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

#### Meeting Minutes of November 13, 2023

#### **CALL TO ORDER**

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

#### **ROLL CALL**

<u>Committee Members Present</u>: Elizabeth Flowers, Dan Koukol, Ruben Rodriguez, and Seth Wormley

Committee Members Absent: Brooke Shanley

<u>Also Present</u>: Matthew H. Asselmeier, Wanda A Rolf, Jeff Milroy, John Philipchuck, Jesse Sexton, William Glendon, Dan Kramer, Carlos Moreno, Luis Moreno, Ken Pettit, and Maffeo Family

#### **APPROVAL OF AGENDA**

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

#### **APPROVAL OF MINUTES**

Member Koukol made a motion, seconded by Member Rodriguez, to approve the minutes of the October 10, 2023, meeting. With a voice vote of four (4) ayes, the motion carried.

#### **PUBLIC COMMENT**

None

#### **EXPENDITURE REPORT**

The Committee reviewed the Expenditure Report. Mr. Asselmeier responded that the TLO was paid to Oswego Township as part of an intergovernmental agreement. Mr. Asselmeier took Todd Volker the new Economic Development Coordinator and Brian Holdiman out to lunch to discuss department operations as they are the full time employees of the department. The Department's invoices were broken down between Planning, Building, and Zoning related invoices and Economic Development related invoices. There were no questions from the Committee regarding invoices.

#### **PETITIONS**

Petition 23-26 Jeffery D. Milroy on Behalf of Milroy Farms, LLC

Chairman Wormley discussed the special use permit.

Member Koukol asked how often a special use permit was renewed. Mr. Asselmeier responded the renewal is in ten (10) year increments.

Member Koukol asked if there were any changes to the Special Use Permit. Mr. Asselmeier responded that were changes to it and listed the proposed conditions.

- 1. The facility shall comply with the conditions as they are listed in the applicable sections of the Kendall County Zoning Ordinance related to the composting of landscape waste and food waste, subject to the following:
  - a. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in the applicable sections of the Kendall County Zoning Ordinance.
  - b. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
  - c. The hours during which landscape waste may be received shall be 7:00 a.m. to 4:00 p.m. on Monday through Fridays and 7:00 a.m. to Noon on Saturdays. Processing operations shall cease after each day's receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
  - d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
  - e. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
  - f. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
  - g. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
  - h. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface Water Management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
  - i. Truck weights shall be limited to seventy-three thousand, two hundred eighty (73,280) pounds.
  - j. The operator shall provide weight receipts to Kendall County.
  - k. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner's permission.
  - I. Implement strategies to manage potential odor issues such as maintaining proper carbon to-nitrogen ratios, maintaining moisture levels, and sufficient turning of compost piles to enhance decomposition.
  - m. Install water spraying systems or dust suppression equipment at critical points of dust generation. Regularly monitor moisture content and use sprinkler systems or misters to dampen the compost as needed.

- 2. The facility will be permitted to take in one hundred seventy-five thousand (175,000) cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings, grass and food waste). (Amended after ZPAC)
- 3. The site shall be developed substantially in accordance with the site plan provided that the parking stalls conform to the requirements of the Kendall County Zoning Ordinance and the owners of the business allowed by the special use permit may erect one (1) building a maximum of sixty foot by eighty foot (60'X80') in size with a maximum height of twenty-four feet (24') on the property, and the site plan shall be kept on file as an Exhibit. (Amended at RPC)
- 4. A fifteen foot (15') buffer and a berm will be provided between the composting area and the United City of Yorkville's boundary to the east. The berm will be at least fifteen feet (15') wide and three feet (3') high. A twenty-five foot (25') wide berm at least three feet (3') in height will be provided near the western and northern property lines. The buffer landscaping will be composed primarily of pine, fir, and/or shade trees planted at spacing not to exceed forty feet (40') apart. Seedlings will be a minimum of six inches (6") in height. Specimen seedlings will be planted and the berm will be constructed within one (1) year of issuance of the special use permit ordinance. The Kendall County Planning, Building and Zoning Committee may grant an extension to the deadline to install the berms and landscaping. (Amended at RPC and after ZBA)
- 5. The facility operator shall maintain existing plantings on the berm and ditch.
- 6. The facility operator shall maintain the security gate, signage, and landscaping as indicated on an Exhibit. The locked gate shall restrict vehicle access during closed hours except that a "lock-box" shall allow access to emergency vehicles.
- 7. The facility operator shall maintain a sampling schedule as shown on an Exhibit dated March 11, 2008.
- 8. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility. The phone number of the County Solid Waste Coordinator shall be added to a sign on the property that is visible from the street. (Amended at ZBA)
- 9. This special use Ordinance shall expire on December 1, 2033, and the petition for renewal shall be made prior to July 1, 2033.
- 10. If any Illinois Environmental Protection Agency (IEPA) violations or citations are received by the site operator/manager and/or parcel owner/manager, they need to be submitted to the County Solid Waste Coordinator within thirty (30) days.
- 11. The operator of the business allowed by the special use permit shall follow the Decommissioning Plan as described in an Exhibit. The operator shall assume all of the responsibilities assigned to Green Organics in the plan. The Decommissioning Plan shall be kept on file in the site trailer office per EPA requirements and will be accessible to the Kendall County Health Inspector. The operator of the business allowed by the special use permit shall update the Kendall County Health Department within thirty (30) days of changes to the Decommissioning Plan.
- 12. The operator of the business allowed by the special use permit shall notify the Kendall

County Planning, Building and Zoning Department within thirty (30) days of changes in operation manager. In addition, the operator of the business allowed by this special use permit shall provide contact information of the management operator annually by July 1<sup>st</sup>.

- 13. The operator of the business allowed by the special use permit shall ensure a host community agreement is in existence with the County prior to operations.
- 14. Ordinance 2014-04 and all previous special use permits and amendments to special use permits related to the operation of composting facility on the subject property are hereby repealed in their entireties.
- 15. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment. (Deleted at ZPAC)
- 16. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
- 17. Any structures constructed, installed, or used related to the business allowed by this special use permit on the property shall not be considered for agricultural purposes and must secure applicable building permits.
- 18. At least one (1) water truck shall be onsite for dust control purposes. (Added after ZPAC)
- 19. The operator of the business allowed by this special use permit shall track wind direction and speed daily and add amendments to the composting materials if windrows are turned with winds blowing towards populated areas. (Added after ZPAC) Mr. Asselmeier noted that the Petitioner was opposed to adding amendments.
- 20. The owners and operators of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
- 21. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
- 22. 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.
- 23. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
- 24. This special use permit shall be treated as a covenant running with the land and are binding on the successors, heirs, and assigns as to the same special use conducted on the property.

If the Petitioner does not follow the ordinance the special use permit can be revoked.

Member Koukol asked the Petitioner if there was anything that interrupts his business to the point it makes it difficult to do business. Jeff Milroy, Petitioner, stated he was not opposed to tracking wind direction and speed, but had concerns regarding adding amendments. Attorney John Philipchuck clarified the concerns by stating that this is a composting plant and the addition of certain amendments would impact the ability of the facility to be certified organic.

Member Koukol mentioned that there have been very few complaints regarding odors.

Chairman Wormley recommended the approval of the special use permit to be renewed.

Member Koukol made a motion, seconded by Member Rodriguez, to recommend approval of the special use permit.

The votes were as follows:

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

Nays (0): None Abstain (0): None Absent (1) Shanley

The motion carried.

The proposal goes to the November 21, 2023, County Board meeting on the consent agenda.

#### Petition 23 – 30 Michael R and Darla J Cappellett

Mr. Asselmeier summarized the request.

At the October Planning, Building and Zoning Committee meeting, this proposal was laid over until all utilities submitted their approval.

WBK Engineering submitted a letter with no objections to the vacation on October 21, 2023. This letter was provided.

The Yorkville City Council approved the proposal at their meeting on October 24, 2023. An email stating this information was provided.

On October 30, 2023, the Petitioner submitted a revised plan with affidavits for the applicable utilities to sign which was included in the proposed ordinance.

A JULIE locate had been ordered; the order information was provided.

To date, Comed had not approved the vacation; the most current email was dated September 19, 2023, and was provided.

NICOR approved the vacation on November 2, 2023, as noted in a provided email.

Comcast approved the vacation on November 2, 2023, as noted in a provided email.

AT&T previously approved the vacation as noted in a provided email.

A ten foot (10') drainage and utility easement presently exists between Lots 65 and 66 in Whitetail Ridge Subdivision. Michael and Darla Cappellett own the subject lots and would like to construct an addition to the home in the area of the existing easement.

The Petitioners previously combined the lots into one (1) parcel identification number.

The property address is 6145 Whitetail Ridge Drive, Yorkville.

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

The property is zoned RPD-2.

The current land use is One-Family Residential and Vacant.

The future land use is Rural Residential (Max 0.65 Du/Acre).

Whitetail Ridge Drive is a Township Road classified as a Local Road.

There are no trails planned in the area.

There are no floodplains or wetlands on the property.

The adjacent land uses are wooded and single-family residential.

The adjacent properties are zoned A-1 and RPD-2.

The future land use for the area is Rural Residential (Max 0.65 Du/Acre).

Kendall Township was emailed information on September 21, 2023. No comments were received.

The United City of Yorkville was emailed information on September 21, 2023. The Yorkville Economic Development Committee reviewed the proposal at their meeting on October 3, 2023, and recommended approval of the proposal. An email on the subject was provided.

The Bristol-Kendall Fire Protection District was emailed information on September 21, 2023. No comments were received.

ZPAC reviewed the proposal at their meeting on October 3, 2023. ZPAC recommended approval of the proposal by a vote of six (6) in favor and zero (0) in opposition with four (4) members absent. The minutes of the meeting were provided.

The application materials, plat for this area of Whitetail Ridge, and plat of vacation were provided.

Petition information was sent to WBK on September 21, 2023. They submitted a letter on October 21, 2023, stating they had no objections.

On September 19, 2023, a representative from the Whitetail Ridge Homeowners' Association submitted an email stating the HOA was agreeable to the requested vacation. This email was provided.

Staff recommended approval of the proposal subject to the following conditions:

- 1. The site plan should be included to the vacation ordinance.
- 2. Certificates indicating approval of the vacation by the applicable utilities shall be added

to the recorded Plat of Vacation.

- 3. Lots 65 and 66 of Whitetail Ridge Subdivision shall not be sold as individual lots upon the successful recording of the Plat of Vacation with certificates of approval from the applicable utilities.
- 4. One (1) single-family residence may be constructed on Lots 65 and 66 of Whitetail Ridge Subdivision combined.
- 5. This vacation shall become effective upon the successful recording of the Plat of Vacation in the timeframe outlined in Section 7.06.H of the Kendall County Subdivision Control Ordinance unless an extension is granted by the Kendall County Board.

The revised draft ordinance with a plat of survey with affidavits for the utilities was provided.

Chairman Wormley recommended approval of the vacation.

Member Rodriguez made a motion, seconded by Member Koukol, for approval of the vacation.

The votes were as follows:

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

Nays (0): None Abstain (0): None Absent (1): Shanley

The motion carried.

The proposal goes to the November 21, 2023, County Board meeting on the consent agenda.

#### **NEW BUSINESS**

Recommendation on 2023 Noxious Weed Annual Report

Mr. Asselmeier summarized the issue.

Kendall County is required by Illinois law to submit a Noxious Weed Annual Report to the State by December 1st of each year. The proposed 2023 Noxious Weed Annual Report was presented.

During 2023, the Kendall County, Planning, Building and Zoning Department received one (1) complaint of noxious weeds. In 2022, 2021 and 2020, the Department received zero complaints.

Property owner was sent a warning notice on October 30, 2023. We are waiting to hear how the noxious weeds were being handled. The property owner needs to respond if they dug up the thistle and removed them or provide a timeline for removing them.

Member Flowers made a motion, seconded by Member Rodriguez, to recommend approval of the report.

The votes were as follows:

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

Nays (0): None Abstain (0): None Absent (1): Shanley The motion carried.

The proposal goes to the November 21, 2023, County Board meeting on the consent agenda.

Approval of a Contract with WBK Engineering to Investigate Stormwater Ordinance Violation at 13039 McKanna Road (PIN; 09-09-100-002) in Seward Township in Amount Not to Exceed \$2,450; Related Invoice(s) to Be Paid from PBZ Department Consultant Line Item 11001902-63630

Mr. Asselmeier summarized the issue.

In January 2020, the County issued a stormwater permit for driveway work, installation at the subject property.

On October 10, 2023, the Illinois Department of Natural Resources contacted the County regarding a fuel tank near the floodplain at the subject property.

WBK prepared a quote to investigate the complaint and confirm that the site is still in compliance with the 2020 stormwater permit.

To date, there is Four Hundred Seventy-Five Dollars and Twelve Cents (\$475.12) remaining in the Consultants Line Item for the current fiscal year.

Member Koukol asked if the property had a zoning violation. Mr. Asselmeier stated that there was no zoning violation at this time. It has been investigated for a trucking business and for people living at the property but nothing is open at the moment.

WBK stated they will review flood maps, county records, documents and maps to determine the extent of FEMA Federal Emergency Management Agency regulatory limits. WBK will make a site visit to identify potential encroachments. They will not do a wetland determination. They will do a summary memo to the county to submit a field investigation determination and follow up activities as a result of enforcement that were not included in the supplemental service. There is the potential that the fuel tank and additional work was done on the property beyond the scope of the original permit that was issued in 2020.

Member Koukol asked Mr. Asselmeier if he issued the subject a home business permit. Mr. Asselmeier responded that he did not issue one (1) as there is no house on the property.

Member Koukol asked the property owners if they had a fuel tank on their property. Carlos Moreno, son of the property owner, stated they did have a fuel tank. The fuel tank was above ground and holds two thousand (2000) gallons of fuel.

Member Koukol asked how many trucks they had and Mr. Moreno stated twelve (12) trucks.

Member Koukol stated there have been many complaints regarding the fuel tank being too close to the floodplain.

Member Koukol asked if there was another place they can move the fuel tank to satisfy the Illinois Department of Natural Resources. Mr. Moreno answered they can move the fuel tank and don't mind being inspected.

The consensus of the Committee was not to approve the proposal by WBK Engineering and instead to give the property owners thirty (30) days to apply for a stormwater management permit.

Approval of a Contract with WBK Engineering to Investigate a Drainage Proposal at 5753 Whitetail Ridge Drive (PIN; 06-07-129-007) in Na-Au-Say Township in Amount Not to Exceed \$1,200; Related Invoice(s) to Be Paid from PBZ Department Consultant Line Item 11001902-63630

Mr. Asselmeier summarized the issue.

The owner of the subject property would like to install a swimming pool and related drainage as outlined in the proposal.

WBK prepared a quote to review the proposed plan for compliance with the Stormwater Management Ordinance.

To date, there is Four Hundred Seventy-Five Dollars and Twelve Cents (\$475.12) remaining in the Consultants Line Item for the current fiscal year.

The property owner, Ken Pettit, stated that his neighbor had a sump pump that ran twenty-four (24) hours a day. The builder installed two (2) catch basins, one (1) that flows into a culvert and out to a pond. Another catch basin borders the subject property. When the second (2<sup>nd</sup>) second catch basin is full, the water overflows into his yard. Mr. Pettit did not know this until he found debris in his yard. The builder has a ten inch (10") inlet in the Pettit yard. Mr. Pettit proposed running a pipe underground and hooking it up to the builder's inlet.

Member Koukol was opposed to the proposed expenditure.

Discussion occurred regarding Mr. Pettit's swimming pool.

Mr. Pettit was not opposed to obtaining and paying for a stormwater permit.

Member Koukol made a motion, seconded by Member Flowers, to have Mr. Pettit apply for a stormwater permit and pay the applicable fee.

The votes were as follows:

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

Nays (0): None Abstain (0): None Absent (1): Shanley

The motion carried.

Approval to Extend the Deadline for Allowing an Outdoor Storage at 14339 County Line Road

## (PIN: 09-13-200-014) in Seward Township as Allowed by Condition 4.E of Ordinance 2020-14; Property is Zoned B-3 With a Special Use Permit for Indoor Storage

Mr. Asselmeier summarized the issue.

In September 2020, the Kendall County Board approved a rezoning a special use permit for indoor and outdoor storage at the subject property, Ordinance 2020-14. A copy of the ordinance was provided.

Condition 4.E of Ordinance 2020-14 required all outdoor storage to cease by December 31, 2023, unless an extension was granted by the Planning, Building and Zoning Committee. On October 23, 2023, the Property Owner's Attorney submitted a request to extend the deadline for the cessation of the outdoor storage component for another two (2) years. A copy of the request was provided.

In addition to the request for the extension of the deadline, the Property Owner's Attorney wanted to see if the Committee was open to the idea of allowing outdoor storage temporarily on the parcel immediately to the east of the subject property on the property identified by PIN 09-13-200-015. This property was rezoned to B-2 in 2020, but the special use permit was not extended onto this property.

The impacted properties are subject to a pre-annexation agreement with the Village of Shorewood. Emails related to amendments to the agreement were provided.

Staff has no objections to the request to extend the deadline for outdoor storage on the subject property for an additional two (2) years.

Because outdoor storage is not a temporary use as defined in Section 4:19 of the Kendall County Zoning Ordinance, Staff recommends that the Property Owner submit an application for a special use permit on PIN 09-13-200-015.

Chairman Wormley stated that the subject property owners would have to obtain a new special use permit and a new site plan to supersede the previous one.

Dan Kramer, Attorney for the property owners, stated that the property owners would be happy to file for a new special use permit; they have a large demand for storing recreational vehicles.

Member Flowers made a motion, seconded by Member Rodriguez, to grant a two-year extension.

The votes were as follows:

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

Nays (0): None Abstain (0): None Absent (1): Shanley

The motion carried.

<u>Discussion of Allowing Outdoor Storage on the Parcel East of 14339 County Line Road and Identified by Parcel Identification Number 09-13-200-015 in Seward Township; Property is Zoned B-2</u>

The consensus of the Committee was that the property owners needed to apply for a special use permit on the subject property.

Approval to Transfer the 2008 Ford F150 4X4 Truck from the Planning Building and Zoning Department to the Facilities Department

Mr. Asselmeier summarized the issue.

Member Flowers made a motion, seconded by Member Rodriguez, to recommend approval of the transfer.

The votes were as follows:

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

Nays (0): None Abstain (0): None Absent (1): Shanley

The motion carried.

The proposal goes to the November 21, 2023, County Board meeting on the consent agenda.

#### **OLD BUSINESS**

Approval of Host Agreement of Kendall County and Milroy Farms, LLC Regarding the Composting Facility at 1270 E Beecher Road (PIN: 02-08-100-006) in Bristol Township

The Committee reviewed the proposed agreement.

The proposal has been reviewed by the State's Attorney's Office.

Mr. Philipchuck was concerned that some of the material was on the Yorkville side. In order to remove this material, he claimed that there should not be any tipping fees as the tipping fees had already been paid.

Chairman Wormley asked for a strong commitment from the Petitioner to remove the material from Yorkville's side of the property in a timely manner.

Member Flowers asked how long it takes to process the materials to organic materials. Jesse Sexton, employee of Milroy Farms, LLC, responded that the material in question is in the final tier. Mr. Sexton proposed to move the materials from the Yorkville side in twenty-four (24) months.

Member Rodriguez asked if Mr. Asselmeier was in contact with Yorkville. Mr. Asselmeier stated that he does have communication with Yorkville. Yorkville also has a special use permit that expires on December 1, 2023. Yorkville defined the property as cleaned up.

Chairman Wormley was opposed the Petitioner's request to allow the contract to be transferable.

Member Koukol made a motion, seconded by Member Flowers, to recommend approval of the agreement with an amendment to the fee schedule by adding the following paragraph: "The piles of materials presently located on PIN's 02-08-200-015 and 02-08-200-030 may be hauled

onto the subject property without paying the above host fee for a period of two (2) years commencing on December 1, 2023."

The votes were as follows:

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

Nays (0): None Abstain (0): None Absent (1): Shanley

The motion carried.

The proposal goes to the November 21, 2023, County Board meeting on the consent agenda.

#### **REVIEW VIOLATION REPORT**

The Committee reviewed the report.

#### **REVIEW PRE-VIOLATION REPORT**

The Committee reviewed the report.

#### **UPDATE FOR HISTORIC PRESERVATION COMMISSION**

Mr. Asselmeier reported that the Historic Preservation Commission will be meeting at the Helmar Lutheran Church in Newark on November 20, 2023. The Commission was preparing for the annual historic preservation awards with the announcement of the opening of the award applications in January. The Commission will have their group meeting of Historic Preservation Organizations in February; topics will be Au Sable Grove Presbyterian Church which celebrated their one hundred seventy-fifth (175<sup>th</sup>) anniversary. Jon Pressley from the State will also be speaking about the importance of landmarking a building. The Commission was also looking to find out what was the oldest building in Kendall County.

#### **REVIEW PERMIT REPORT**

The Committee reviewed the report.

#### **REVIEW REVENUE REPORT**

The Committee reviewed the report.

#### CORRESPONDENCE

<u>October 19, 2023, Email from The Corps of Engineers Dam Removal on The Fox River</u> The Committee reviewed the correspondence.

October 24, 2023, Notice of Application for Permit to Manage Clean Construction or Demolition Debris at the Vulcan Quarry at 10425 Joliet Road Inside the Village of Lisbon

The Committee reviewed the correspondence.

#### **COMMENTS FROM THE PRESS**

None

#### **EXECUTIVE SESSION**

None

#### **ADJOURNMENT**

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

Chairman Wormley adjourned the meeting at 7:52 p.m.

Minutes prepared by Wanda A. Rolf, Administrative Assistant

Enc.



# KENDALL COUNTY PLANNING, BUILDING, & ZONING COMMITTEE NOVEMBER 13, 2023

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

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
Jak hulpolich		
JEFF MILROL		
Dan Kronn		
Carlos Moseno		
Cuis Moreno		
Hen Letter		
Mafer Find		
JESSE SEXTU		
William Cremon		

### KENDALL COUNTY REGIONAL PLANNING COMMISSION

#### Kendall County Office Building Rooms 209 and 210 111 W. Fox Street, Yorkville, Illinois

#### Unapproved - Meeting Minutes of December 13, 2023 - 7:00 p.m.

Chairman Bill Ashton called the meeting to order at 7:05 p.m.

#### **ROLL CALL**

<u>Members Present</u>: Bill Ashton, Eric Bernacki, Dave Hamman, Larry Nelson, Ruben Rodriguez, Claire Wilson, and Seth Wormley (Arrived at 7:07 p.m.)

Members Absent: Tom Casey, Karin McCarthy-Lange, and Bob Stewart

Staff Present: Matthew H. Asselmeier, Director, and Wanda A. Rolf, Administrative Assistant

Others Present: Dan Kramer, Andrew Schwartz, Robert Schwartz, and Carrie Barns

#### APPROVAL OF AGENDA

Member Rodriguez made a motion, seconded by Member Nelson, to approve the agenda. With a voice vote of six (6) ayes, the motion carried.

#### APPROVAL OF MINUTES

Member Wilson made a motion, seconded by Member Hamman, to approve the minutes of the of the August 23, 2023, meeting. With a voice vote of six (6) ayes, the motion carried.

#### **PUBLIC HEARING**

The Kendall County Regional Planning Commission started their review of Petition 23-32 at 7:06 p.m.

## <u>Petition 23-32 Alan Drake on Behalf of Grainco FS, Inc. (Property Owner) and Andrew and Robert Schwartz on Behalf of A.B. Schwartz, LLC (Contract Purchaser)</u>

Mr. Asselmeier summarized the request.

Member Wormley arrived at this time (7:07 p.m.)

A.B. Schwartz, LLC would like an amendment to the Future Land Use Map contained in the Land Resource Management Plan for approximately nineteen point eight more or less (19.8 +/-) acres located on the west side of Route 47 addressed as 8115 Route 47. If the change to the Future Land Use Map is approved, the Petitioner would like to rezone the property to M-1 in order to operate a tile business, offices, warehouses, fuel storage, and other light industrial uses.

The application letter and pictures of the property were provided.

The property is located at 8115 Route 47, Yorkville.

The property is vacant and improved commercial.

Two (2) of the parcels are zoned A-1 and three (3) of the parcels are zoned A-1 with special use permits.

The County's plan calls for the property to be Transportation Corridor.

KCRPC Meeting Minutes 12.13.23

Yorkville's plan calls for the property to be Agricultural.

Route 47 is a State maintained arterial road.

There are no trails planned in this area.

There are no floodplains or wetlands on the property.

The adjacent land uses are Improved Commercial, Agricultural, Farmstead, and Transportation/Community/Utility (IDOT Yard).

The adjacent properties are zoned A-1 and B-3 in the County and R-2 and R-3 in Yorkville.

The County's plan calls for the area to be Transportation Corridor, Commercial, and Rural Residential (Max 0.65 DU/Acre).

Yorkville's plan calls for the area to be Estate/Conservation Residential, and Agricultural.

Properties within one point five (1.5) miles were zoned A-1, A-1SU, R-1, R-3, and B-3 in the County and R-2, R-3, B-1, and B-3 inside Yorkville.

The A-1 special use permits to the south are for a church, an illuminated sign, and a cemetery.

Petition information was sent to Kendall Township on November 17, 2023. At their meeting on November 21, 2023, the Kendall Township Planning Commission recommended approval of the request. The Kendall Township Board was still reviewing the proposal.

Petition information was sent to the United City of Yorkville on November 17, 2023. Yorkville plans to review the proposal in January 2024.

Petition information was sent to the Bristol-Kendall Fire Protection District on November 17, 2023. No comments received.

ZPAC reviewed the proposal at their meeting on December 5, 2023. It was noted that the septic system was designed for a maximum fifteen (15) people. The Petitioner's Attorney indicated that fewer people will be on the property compared to the number of people onsite for previous uses. The Illinois Department of Transportation had not been in negotiations with the property owners related to land acquisition for right-of-way expansion. With two (2) access points, the property possessed good access onto Route 47. ZPAC recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided.

The portions of the property identified by parcel identification numbers 05-09-300-007, 05-16-100-004, and 05-16-100-020 were originally rezoned to M-1 in 1966 by Ordinance 1966-08. These properties were rezoned back to A-1 and granted a special use permit during the County-wide rezoning in 1974. A special use permit was granted at these properties to expand the gas facilities in 1979 by Ordinance 1979-20. A special use permit for an illuminated sign was granted at the property in 1998 by Ordinance 1998-09. Ordinances 1966-08, 1979-20, and 1998-09 were provided.

In addition to the various zoning actions previously mentioned, the portion of the property identified by parcel identification number 05-16-100-020 was granted variances in 1997 for a reduction of the front yard setback by twenty feet (20') for a canopy and fuel pumps and a ten foot (10') front yard setback reduction for post placement. The information for this variance was provided.

Those portions of the property identified by parcel identification numbers 05-16-100-003 and 05-09-300-006 appear to have always been zoned A-1.

According to the definition of Transportation Corridor found on page 7-36 of the Land Resource Management Plan, this type of land use would be associated with the B-5 Business Planned Development District, B-6 Office and Research Park District, and limited B-3 Highway Business District.

The proposed tile business, offices, warehouses, fuel storage, and other light industrial uses would more applicably fit on properties zoned M-1, which more closely corresponds to the Mixed Use Business classification.

If the request is granted, the adjacent properties on the west side of Route 47 (the former Aux Sable Building and the Illinois Department of Transportation yard) could submit the same reclassification request in the future. The types of uses of those buildings and properties could also fit into the Mixed Use Business classification.

Staff recommended approval of the requested amendment.

Chairman Ashton opened the public hearing at 7:11 p.m.

Dan Kramer, Attorney for the Petitioner, stated that changing the Kendall County Land Resource Management Plan made sense because the proposal conforms with the various uses at the property for the past forty (40) years. He noted Grainco FS' previous operations at the site. Grainco FS will continue to be a tenant and sell the LP and bulk gas. The tile business will focus on agricultural clients. Mr. Kramer believed that the United City of Yorkville's conservation classification was a placeholder.

Member Wilson asked if the underground fuel tanks have been removed. Mr. Kramer stated that all tanks are above ground.

Member Nelson asked why the request was for a map amendment instead of special use under A-1. Member Wormley commented that, if it was a special use permit, the owner would have to obtain a special use permit for every tenant, which creates much more work for the Planning, Building and Zoning Department.

Member Nelson asked about the allowable uses in M-1. Commissioners reviewed the list of permitted uses in the M-1.

Member Nelson felt the local fire department should play a role in reviewing the types of business allowed at the site.

Mr. Kramer noted that the Petitioners were requesting Mixed Use Business and they were not constructed any new buildings.

Member Wilson noted that the more objectionable uses allowed in the M-1, like the slaughtering of rabbits, has to occur indoors. Member Nelson concurred and noted that the Health Department would be heavily involved in the regulation of that use.

Member Wilson asked about the possibility of annexation into Yorkville. Mr. Kramer stated he doesn't believe it would be annexed because Yorkville was focused on retail development and Yorkville did not have any utilities in the vicinity.

Member Rodriguez and Member Wormley visited the site and stated the business has much potential.

Member Nelson asked about the process to change the Plan for all the businesses in the vicinity to M-1. Mr. Asselmeier recommended bringing a proposal to the January 2024 meeting identifying specific properties and giving property owners the opportunity to be contacted to see if they were in favor of reclassification. The property owners could be invited the February 2024 Annual Meeting.

Member Rodriguez made a motion, seconded by Member Bernacki, to adjourn the public hearing. With a voice vote of seven (7) ayes, the motion carried.

Chairman Ashton closed the public hearing at 7:34 p.m.

Member Wormley made a motion, seconded by Member Hamman, to recommend approval of the reclassification.

The votes were as follows:

Ayes (7): Ashton, Bernacki, Hamman, Nelson, Rodriguez, Wilson, and Wormley

Nays (0): None

Absent (3): Casey, McCarthy-Lange, and Stewart

Abstain (0): None

The motion carried. The proposal will go to the Kendall County Zoning Board of Appeals on December 18, 2023.

The Kendall County Regional Planning Commission completed their review of Petition 23-32 at 7:34 p.m.

#### **PETITION**

## <u>Petition 23-33 Alan Drake on Behalf of Grainco FS, Inc. (Property Owner) and Andrew and Robert Schwartz on Behalf of A.B. Schwartz, LLC (Contract Purchaser)</u>

Mr. Asselmeier summarized the request.

A.B. Schwartz, LLC would like a map amendment rezoning approximately nineteen point eight more or less (19.8 +/-) acres located on the west side of Route 47 addressed as 8115 Route 47 from A-1 Agricultural District and A-1 SU to M-1 Limited Manufacturing District in order to operate a tile business, offices, warehouses, fuel storage, and other light industrial uses.

The application materials and pictures of the property were provided.

The property is located at 8115 Route 47, Yorkville.

The property is vacant and improved commercial.

Two (2) of the parcels are zoned A-1 and three (3) of the parcels are zoned A-1 with special use permits.

The County's plan calls for the property to be Transportation Corridor.

Yorkville's plan calls for the property to be Agricultural.

Route 47 is a State maintained arterial road.

There are no trails planned in this area.

There are no floodplains or wetlands on the property.

The adjacent land uses are Improved Commercial, Agricultural, Farmstead, and Transportation/Community/Utility (IDOT Yard).

The adjacent properties are zoned A-1 and B-3 in the County and R-2 and R-3 in Yorkville.

The County's plan calls for the area to be Transportation Corridor, Commercial, and Rural Residential (Max 0.65 DU/Acre).

Yorkville's plan calls for the area to be Estate/Conservation Residential, and Agricultural.

Properties within one point five (1.5) miles were zoned A-1, A-1SU, R-1, R-3, and B-3 in the County and R-2, R-3, B-1, and B-3 inside Yorkville.

The A-1 special use permits to the south are for a church, an illuminated sign, and a cemetery.

EcoCAT Report submitted and consultation was terminated.

The application for NRI was submitted on November 12, 2023.

Petition information was sent to Kendall Township on November 17, 2023. At their meeting on November 21, 2023, the Kendall Township Planning Commission recommended approval of the request. The Kendall Township Board was still reviewing the proposal.

Petition information was sent to the United City of Yorkville on November 17, 2023. Yorkville plans to review the proposal in January 2024.

Petition information was sent to the Bristol-Kendall Fire Protection District on November 17, 2023. No comments received.

ZPAC reviewed the proposal at their meeting on December 5, 2023. It was noted that the septic system was designed for a maximum fifteen (15) people. The Petitioner's Attorney indicated that fewer people will be on the property compared to the number of people onsite for previous uses. The Illinois Department of Transportation had not been in negotiations with the property owners related to land acquisition for right-of-way expansion. With two (2) access points, the property possessed good access onto Route 47. ZPAC recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided.

The portions of the property identified by parcel identification numbers 05-09-300-007, 05-16-100-004, and 05-16-100-020 were originally rezoned to M-1 in 1966 by Ordinance 1966-08. These properties were rezoned back to A-1 and granted a special use permit during the County-wide rezoning in 1974. A special use permit was granted at these properties to expand the gas facilities in 1979 by Ordinance 1979-20. A special use permit for an illuminated sign was granted at the property in 1998 by Ordinance 1998-09. Ordinances 1966-08, 1979-20, and 1998-09 were provided.

In addition to the various zoning actions previously mentioned, the portion of the property identified by parcel identification number 05-16-100-020 was granted variances in 1997 for a reduction of the front yard setback by twenty feet (20') for a canopy and fuel pumps and a ten foot (10') front yard setback reduction for post placement. The information for this variance was provided.

Those portions of the property identified by parcel identification numbers 05-16-100-003 and 05-09-300-006 appear to have always been zoned A-1.

Per the site plan, there are seven (7) buildings presently located on the property. Any new buildings, expansion of existing buildings, or remodeling of these buildings would require applicable building permits and the work would be required to meet applicable building codes. The Petitioners indicate that no new buildings are planned at this time. Any structures or uses that encroach into required setbacks would be considered lawfully non-conforming. Any changes to site, such as new buildings or expanded parking areas, would trigger site plan review and approval under the Zoning Ordinance.

The site is serviced by a well and septic. There is electricity onsite. There are several LP tanks onsite.

The property fronts Route 47 and has two (2) access points off of Route 47. Deceleration lanes exist at both entrances on Route 47.

The site plan shows several gravel and asphalt areas. No dedicated parking spaces appear onsite. Any new parking lots would have to meet applicable regulations.

Based on the proposed uses, no new odors are foreseen. The owners of the property would have to follow applicable odor control regulations based on potential other future M-1 allowable uses.

The site plan shows one (1) light pole and there are some existing lights on several of the buildings.

The amount of lighting could expand on the property if they install a larger parking lot or if different uses move onto the property.

No changes to the landscaping or property screening are proposed.

If improvements are made to the site in the future, landscaping and screening would be required as part of site plan review.

Any signage would have to meet applicable regulations and secure permits.

Based on the proposed uses, no new noise issues are foreseen. The owners of the property would have to follow applicable noise control regulations based on potential other future M-1 allowable uses.

The site plan shows two (2) stormwater inlets.

Since no new buildings or impervious surfaces were proposed, a stormwater permit was not required. However, if additional buildings or impervious surfaces are added to the site in the future, stormwater permits could be required at that time.

The proposed Findings of Fact were as follows:

Existing uses of property within the general area of the property in question. The surrounding properties are used for agricultural purposes, larger lot single-family residential uses, Illinois Department of Transportation storage yard, and vacant commercial space that might seek rezoning to industrial in the future.

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned A-1 and B-3 in the unincorporated area and R-2 and R-3 inside the United City of Yorkville.

The suitability of the property in question for the uses permitted under the existing zoning classification. The Petitioners propose to use the property for more light industrial type uses that are not allowed in the A-1 Agricultural Zoning District.

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

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Future Land Use Map in the Land Resource Management Plan classifies this property as Transportation Corridor. The United City of Yorkville's Plan calls for the property to be Agricultural. The Petitioners are also pursuing a change to the County's Future Land Use Map to Mixed Use Business. If this change is approved, then the requested map amendment would be consistent with the County's Land Resource Management Plan.

If the requested amendment to the Future Land Use Map in the Land Resource Management Plan reclassifying this property as Mixed Use Business is approved, Staff recommended approval of the proposed map amendment.

Member Bernacki asked if there were any buildings planned to be built in the near future. Dan Kramer, Attorney for the Petitioner responded that future buildings constructed depended on market interest. Also, any new buildings would need applicable stormwater and building permits. The existing fuel tanks would remain onsite.

Member Bernacki made a motion, seconded by Member Hamman, to recommend approval of the map amendment.

The votes were as follows:

Ayes (7): Ashton, Bernacki, Hammen, Rodriguez, Nelson, Wilson, and Wormley

Absent (3): Casey, McCarthy-Lange, and Stewart

Abstain (0): None

The motion carried. The proposal will go to the Kendall County Zoning Board of Appeals on December 18, 2023.

#### CITIZENS TO BE HEARD/PUBLIC COMMENT

None

#### **NEW BUSINESS**

#### Approval of 2023-2024 Meeting Calendar

Member Wormley made a motion, seconded by Member Bernacki, to approve the meeting calendar. With a voice vote of seven (7) ayes, the motion carried.

Member Wilson asked when do they have the election of officers. Mr. Asselmeier responded that the election of officers will occur at the January 24, 2024, meeting.

#### Review of Invitation List for February 2024 Annual Meeting

Mr. Asselmeier stated Yorkville school district has two (2) superintendents, once they clarify the invitation list will be adjusted accordingly. On the municipal side, in Beth Beatty started as city manager for Joliet on December 11, 2023; the County has her email address. Marty Shanahan was hired as the city manager for Plano. He is also on the Historic Preservation Commission and is included on this list. If a plan commission chair is selected for Na-Au-Say Township, that information will be added to the list.

#### Discussion of Future Land Use Map of Seward Township

Commissioners reviewed the future land use maps of Seward Township, Joliet, Shorewood, and Minooka.

Carrie Barns, Seward Township resident, was concerned about the direction the area around her property was going. She believed that Joliet was "taking over" her area. Chairman Ashton asked if Joliet requested her to annex. Ms. Barns was told she doesn't have to be annexed if she did not want to. Joliet announced they would not force anyone to be annexed. Ms. Barns requested to be served by the Lisbon-Seward Fire District. She stated that her fire department is located in Plainfield at 135<sup>th</sup> and Van Dyke instead of the one closest to her home which is in Joliet. Member Rodriguez stated that there was a problem with the Fire Department that owns the territory; they don't have enough volunteers. Ms. Barns mentioned that to the west of her house there is going to be an urbanized community. Mr. Asselmeier responded that the urbanized communities have been annexed into Joliet. Ms. Barns would have to ask Joliet regarding annexation timelines; Kendall County does not have control over the annexation.

#### **OLD BUSINESS**

#### Follow-Up on Village of Plainfield Community Vision Workshop

Mr. Asselmeier stated that the Village of Plainfield had their vision workshop in August of 2023. They are working on drafting their plan and hope to have a formal adoption in the spring or summer of 2024.

#### **REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD**

Mr. Asselmeier reported that petitions 23-24 and 23-26 were approved by the County Board.

Regarding the composting facility, the Petitioner was able to obtain a special use permit until 2033. Also, there is a clause that states there will be no tipping fees for two (2) years, starting December 1, 2023, due to the tipping fees have already been paid. This would enable the Petitioner to clean up the property.

#### **OTHER BUSINESS/ANNOUNCEMENTS**

Member Nelson asked who shoots the County's aerials. He was interested in the LiDAR system and when it would be available. Mr. Asselmeier will look into the matter.

Chairman Ashton mentioned that Canadian National is going to build a nine hundred (900) acre rail hub at McClendon and Route 6. Chairman Ashton was concerned about truck traffic and possibly looking at the warehouse zoning regulations. The trucks disregard the weight limits and the weight limits are not enforced. A few weeks ago there was a person killed by a truck driver that ignored a stop sign.

#### **ADJOURNMENT**

Member Nelson made a motion, seconded by Member Wilson, to adjourn. With a voice vote of seven (7) ayes, the motion carried.

The Kendall County Regional Planning Commission meeting adjourned at 8:16 p.m.

Respectfully submitted by, Wanda A. Rolf (Administrative Assistant)

#### **Enclosure and Exhibits**

- 1. Memo on Petition 23-32 Dated December 5, 2023
- 2. Certificate of Publication and Certified Mail Receipts for Petition 23-32 (Not Included with Report but on file in Planning, Building and Zoning Office)



# KENDALL COUNTY REGIONAL PLANNING COMMISSION DECEMBER 13, 2023

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

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
Don Reamer Andy Schwartz	1107 A S. Banks J. January J. 40560	+23-32 23-33
Andy Schwartz		
Bob Schwartz		
Corine		

#### **Matt Asselmeier**

From:

Jonathan Proulx cjproulx@goplainfield.com>

Sent:

Tuesday, December 12, 2023 3:26 PM

To:

Matt Asselmeier

Subject:

RE: [External]You're invited - Community Visioning Workshop

Hi, Matt -

I'm sorry I was delayed in responding to your last request for an update.

The consultant is hard at work preparing the draft of the comprehensive plan based on the public outreach sessions that were held in the Fall. We have reviewed a draft of the plan elements, vision statement and guiding principles from the consultant. The next step will be to review the draft plan once it is available. At this point, I would anticipate formal adoption of the final plan in late Spring of early Summer of the coming year.

Let me know if you have questions or would like more detail on the current status.

Thanks,

Jon

\_\_\_\_

From: Matt Asselmeier < masselmeier@kendallcountyil.gov>

Sent: Tuesday, December 12, 2023 3:21 PM
To: Jonathan Proulx < jproulx@goplainfield.com>

Subject: RE: [External]You're invited - Community Visioning Workshop

Jon:

Could you provide an update on the Plainfield comprehensive planning process?

#### Thanks,

Matthew H. Asselmeier, AICP, CFM Director Kendall County Planning, Building & Zoning 111 West Fox Street Yorkville, IL 60560-1498

PH: 630-553-4139 Fax: 630-553-4179

From: Jonathan Proulx < jproulx@goplainfield.com>

Sent: Thursday, August 24, 2023 12:10 PM

To: Matt Asselmeier < masselmeier@kendallcountyil.gov>

Subject: RE: [External]You're invited - Community Visioning Workshop

This is great. Thank you, Matt. See you next week.

Jon

#### KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

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

Meeting Minutes of January 8, 2024 - Unofficial until Approved

#### **CALL TO ORDER**

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

#### **ROLL CALL**

<u>Committee Members Present</u>: Elizabeth Flowers, Dan Koukol, Ruben Rodriguez, and Seth Wormley

Committee Members Absent: Brooke Shanley

Also Present: Matthew H. Asselmeier, Wanda A. Rolf, Dan Kramer, and Greg Chismark

#### APPROVAL OF AGENDA

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

#### **APPROVAL OF MINUTES**

Member Flowers made a motion, seconded by Member Koukol, to approve the minutes of the November 13, 2023, meeting. With a voice vote of four (4) ayes, the motion carried.

#### **PUBLIC COMMENT**

None

#### **EXPENDITURE REPORT**

The Committee reviewed the Expenditure Report from November 2023, the end of Fiscal Year Escrow Report, and the Expenditure Report from December 2023.

#### **PETITIONS**

Petition 23-31 Jorge A. and Hilda G. Montes

Chairman Wormley discussed the vacation.

A five foot (5') public utility and drainage easement exists on the north and south lot lines of Lots 27 and 28 in the Grove Estates Subdivision.

The Petitioners would like to merge the two (2) lots and construct a new house over the easements.

The application materials and plat of vacation were provided.

The property address is 7216 and 7280 Roberts Court, Oswego.

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

The property is zoned RPD-2.

The current land use is Wooded.

The future land use is Rural Residential (Max 0.65 Du/Acre).

Roberts Court is a Township Road classified as a Local Road.

There are no trails planned in the area.

There are no floodplains or wetlands on the property.

The adjacent land uses are wooded and single-family residential.

The adjacent properties are RPD-2.

The future land use for the area is Rural Residential (Max 0.65 Du/Acre).

The property immediately to the east of the subject also vacated drainage and utility easements for the same reason in 2020.

Na-Au-Say Township was emailed information on November 17, 2023. No comments received.

The Village of Oswego was emailed information on November 17, 2023. No comments received.

The Oswego Fire Protection District was emailed information on September 21, 2023. No comments received.

ZPAC reviewed the proposal at their meeting on December 5, 2023. The Petitioners' Attorney indicated that they had secured all signatures, including Comed's signature. ZPAC recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided.

Staff requested that the Petitioners provide information stating that none of the utilities were in opposition to the request. One November 16, 2023, the Petitioners' Attorney submitted an email stating that all of the utilities had signed the plat except Comed. This email was provided.

The homeowners' association submitted an email on November 14, 2023, expressing no opposition to the request. This email was provided.

Mr. Asselmeier read a memo from WBK Engineering stating that they had no objections to the vacation from a drainage perspective.

Staff recommended approval of the requested vacation with the following conditions:

- Lots 27 and 28 of Grove Estates Subdivision shall not be sold as individual lots upon the successful recording of the plat of vacation. Within ninety (90) days of the effective date of this ordinance, the Petitioners shall submit a parcel consolidation request to Kendall County.
- 2. This vacation shall become effective upon the successful recording of the plat of vacation in the timeframe outlined in Section 7.06.H of the Kendall County Subdivision Control Ordinance unless an extension is granted by the Kendall County Board.

The draft ordinance was provided.

Dan Kramer, Attorney for the Petitioner, stated that all utilities have signed off on the vacation.

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

The votes were as follows:

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

Nays (0): None Abstain (0): None Absent (1) Shanley

The motion carried.

The proposal goes to the January 16, 2024, County Board meeting on the consent agenda.

#### **NEW BUSINESS**

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

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

The votes were as follows:

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

Nays (0): None Abstain (0): None Absent (1): Shanley

The motion carried.

#### Discussion of Stormwater Training Event

Mr. Asselmeier explained the reason for the event. Mr. Asselmeier asked if any Committee Members were planning on attending the January 31, 2024, event. Member Flowers asked if there will be a copy of the presentations after the event. Greg Chismark, WBK Engineering, LLC, discussed the upcoming presentations and said that a copy of it would be made available for Committee and Board Members.

# Approval of Contract for Engineering Review, Inspection and Consultation Services with WBK Engineering, LLC; Committee Could Forward the Proposal to the State's Attorney's Office for Review

Mr. Asselmeier spoke about the proposal and the increase in fees. The contract was last approved in 2009. The revised proposal, which had been reviewed by the State's Attorney's Office, was given to the Committee.

Member Flowers made a motion, seconded by Member Rodriguez, to approve the revised proposal

The votes were as follows:

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

Nays (0): None Abstain (0): None Absent (1): Shanley

The motion carried.

The proposal goes to the January 16, 2024, County Board meeting on the consent agenda.

#### Review of 2024 Application Calendar

The Committee reviewed the 2024 Application Calendar.

#### Short-Term Rental Renewal Update

Mr. Asselmeier discussed the Short-Term Rentals. There were eleven (11) short-term rentals registered with the county. There were two (2) that did not renew and one (1) that planned to renew in January.

<u>Kendall County Regional Planning Commission Annual Meeting-February 3, 2024, at 9:00 a.m.</u>

Mr. Asselmeier reported the Kendall County Regional Planning Commission Annual Meeting would be February 3<sup>rd</sup> in the County Boardroom.

Mr. Asselmeier stated there were about two hundred (200) invitees. Chairman Wormley asked if representatives from the Villages of Oswego and Plainfield were planning on attending. Mr. Asselmeier responded that Plainfield attended last year, but Oswego did not attend. Chairman Wormley requested Mr. Asselmeier to send email to the Village of Oswego asking them directly to attend.

#### **OLD BUSINESS**

<u>Update on Stormwater Permit at 13039 McKanna Road (Pin: 09-09-100-002) in Seward</u> Township

The Committee reviewed the status of the Stormwater Permit at 13039 McKanna Road. Mr. Asselmeier stated that WBK Engineering requested additional information from the Petitioner. The Petitioner was given until January 22, 2024 to submit the outstanding items.

#### Approval to Extend or Revoke Building 01-2020-146 for a Single Family Home at 7782 Tanglewood Trails

Mr. Holdiman recommended a three (3) month extension of the permit.

Member Rodriguez made a motion, seconded by Member Flowers, to grant the three (3) month extension.

The votes were as follows:

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

Nays (0): None Abstain (0): None Absent (1): Shanley

The motion carried.

#### **REVIEW VIOLATION REPORT**

Review of FY 2022-2023 Inspection Report

The Committee reviewed the report.

The total number of permits were down in 2023 compared to 2022.

#### Review of Violation Report for December 2023

The Committee reviewed the violation report.

Most of the violations that are pending will be going to court in January 2024. Chairman Wormley asked why the noxious weeds violation was not on the report. Mr. Asselmeier responded that it has been postponed until April 2024 due to the weather and the item was on the Pre-Violation Report.

#### **REVIEW PRE-VIOLATION REPORT**

The Committee reviewed the report.

#### **UPDATE FOR HISTORIC PRESERVATION COMMISSION**

Kendall County Historic Preservation will have their Annual Meeting on February 21, 2024, at 6:00 p.m., at Aux Sable Grove Presbyterian Church, at 5021 Wheeler Road, Yorkville.

Topics will be Au Sable Grove Presbyterian Church which celebrated their one hundred seventy-fifth (175<sup>th</sup>) anniversary. Jon Pressley from the Illinois Department of Natural Resources will also be speaking about the importance of landmarking a building. The Commission was also needing help in identifying the oldest structures and buildings in Kendall County.

#### **REVIEW PERMIT REPORT**

Review November 2023 Permit Report

The Committee reviewed the report.

Review December 2023 Permit Report

The Committee reviewed the report.

Review of End of Year Permit Report

The Committee reviewed the report.

#### REVIEW REVENUE REPORT

Review of November 2023 Revenue Report

The Committee reviewed the report.

Review of 2011-2022 Revenue Report

The Committee reviewed the report.

Review of December 2023 Revenue Report

The Committee reviewed the report.

#### CORRESPONDENCE

None

#### **COMMENTS FROM THE PRESS**

None

#### **EXECUTIVE SESSION**

None

#### **ADJOURNMENT**

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

Chairman Wormley adjourned the meeting at 7:02 p.m.

Minutes prepared by Wanda A. Rolf, Administrative Assistant

Enc.



# KENDALL COUNTY PLANNING, BUILDING, & ZONING COMMITTEE JANUARY 8, 2024

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

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
Day Krame		

### ZONING, PLATTING & ADVISORY COMMITTEE (ZPAC) December 5, 2023 – Approved Meeting Minutes

PBZ Chairman Seth Wormley called the meeting to order at 9:00 a.m.

#### Present:

Matt Asselmeier – PBZ Department David Guritz – Forest Preserve Brian Holdiman – PBZ Department Fran Klaas – Highway Department Commander Jason Langston – Sheriff's Department Aaron Rybski – Health Department Seth Wormley – PBZ Committee Chair

#### Absent:

Meagan Briganti – GIS Department Greg Chismark – WBK Engineering, LLC Alyse Olson – Soil and Water Conservation District

#### Audience:

Dan Kramer, Andrew Schwartz, and Robert Schwartz

#### **AGENDA**

Mr. Klaas made a motion, seconded by Mr. Guritz, to approve the agenda as presented.

With a voice vote of seven (7) ayes, the motion carried.

#### **MINUTES**

Mr. Guritz made a motion, seconded by Mr. Rybski, to approve the October 3, 2023, meeting minutes.

With a voice vote of seven (7) ayes, the motion carried.

#### **PETITIONS**

#### Petition 23-31 Jorge A. and Hilda G. Montes

Mr. Asselmeier summarized the request.

A five foot (5') public utility and drainage easement exists on the north and south lot lines of Lots 27 and 28 in the Grove Estates Subdivision.

The Petitioners would like to merge the two (2) lots and construct a new house over the easements.

The application materials and plat of vacation were provided.

The property address is 7216 and 7280 Roberts Court, Oswego.

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

The property is zoned RPD-2.

The current land use is Wooded.

The future land use is Rural Residential (Max 0.65 Du/Acre).

Roberts Court is a Township Road classified as a Local Road.

There are no trails planned in the area.

There are no floodplains or wetlands on the property.

ZPAC Meeting Minutes 12.05.23

The adjacent land uses are wooded and single-family residential.

The adjacent properties are RPD-2.

The future land use for the area is Rural Residential (Max 0.65 Du/Acre).

The property immediately to the east of the subject also vacated drainage and utility easements for the same reason in 2020.

Na-Au-Say Township was emailed information on November 17, 2023. No comments received.

The Village of Oswego was emailed information on November 17, 2023. No comments received.

The Oswego Fire Protection District was emailed information on September 21, 2023. No comments received.

Staff requested that the Petitioners provide information stating that none of the utilities were in opposition to the request. One November 16, 2023, the Petitioners' Attorney submitted an email stating that all of the utilities had signed the plat except Comed. This email was provided.

The homeowners' association submitted an email on November 14, 2023, expressing no opposition to the request. This email was provided.

Mr. Asselmeier read a memo from WBK Engineering stating that they had no objections to the vacation from a drainage perspective.

Staff recommended approval of the requested vacation with the following conditions:

- 1. Lots 27 and 28 of Grove Estates Subdivision shall not be sold as individual lots upon the successful recording of the plat of vacation. Within ninety (90) days of the effective date of this ordinance, the Petitioners shall submit a parcel consolidation request to Kendall County.
- 2. This vacation shall become effective upon the successful recording of the plat of vacation in the timeframe outlined in Section 7.06.H of the Kendall County Subdivision Control Ordinance unless an extension is granted by the Kendall County Board.

Dan Kramer, Attorney for the Petitioner, noted that all utilities had signed the plat, including Comed.

Mr. Kramer discussed the approval process through the permitting and homeowners' association review process.

Chairman Wormley advised Mr. Kramer not to bring plats of vacation forward unless all utilities have approved.

Commander Langston made a motion, seconded by Mr. Rybski, to recommend approval of the vacation.

The votes were follows:

Ayes (7): Asselmeier, Guritz, Klaas, Holdiman, Langston, Rybski, and Wormley

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

Absent (3): Briganti, Chismark, and Olson

The motion passed.

The proposal goes to the Kendall County Planning, Building and Zoning Committee on December 11, 2023.

### <u>Petitions 23-32 and 23-33 Alan Drake on Behalf of Grainco FS, Inc (Property Owner) and Andrew and Robert Schwartz on Behalf of A.B. Schwartz, LLC (Contractor Purchaser)</u>

Mr. Asselmeier summarized the request.

A.B. Schwartz, LLC would like an amendment to the Future Land Use Map contained in the Land Resource Management Plan for approximately nineteen point eight more or less (19.8 +/-) acres located on the west side of Route 47 addressed as 8115 Route 47. If the change to the Future Land Use Map is approved, the Petitioner would like to rezone the property to M-1 in order to operate a tile business, offices, warehouses, fuel storage, and other light industrial uses. ZPAC Meeting Minutes 12.05.23

The application letter and pictures of the property were provided.

The property is located at 8115 Route 47, Yorkville.

The property is vacant and improved commercial.

Two (2) of the parcels are zoned A-1 and three (3) of the parcels are zoned A-1 with special use permits.

The County's plan calls for the property to be Transportation Corridor.

Yorkville's plan calls for the property to be Agricultural.

Route 47 is a State maintained arterial road.

There are no trails planned in this area.

There are no floodplains or wetlands on the property.

The adjacent land uses are Improved Commercial, Agricultural, Farmstead, and Transportation/Community/Utility (IDOT Yard).

The adjacent properties are zoned A-1 and B-3 in the County and R-2 and R-3 in Yorkville.

The County's plan calls for the area to be Transportation Corridor, Commercial, and Rural Residential (Max 0.65 DU/Acre).

Yorkville's plan calls for the area to be Estate/Conservation Residential, and Agricultural.

Properties within one point five (1.5) miles were zoned A-1, A-1SU, R-1, R-3, and B-3 in the County and R-2, R-3, B-1, and B-3 inside Yorkville.

The A-1 special use permits to the south are for a church, an illuminated sign, and a cemetery.

EcoCAT Report submitted and consultation was terminated.

The application for NRI was submitted on November 12, 2023.

Petition information was sent to Kendall Township on November 17, 2023. At their meeting on November 21, 2023, the Kendall Township Planning Commission recommended approval of the request. The Kendall Township Board was still reviewing the proposal.

Petition information was sent to the United City of Yorkville on November 17, 2023. Yorkville plans to review the proposal in January 2024.

Petition information was sent to the Bristol-Kendall Fire Protection District on November 17, 2023. No comments received.

The portions of the property identified by parcel identification numbers 05-09-300-007, 05-16-100-004, and 05-16-100-020 were originally rezoned to M-1 in 1966 by Ordinance 1966-08. These properties were rezoned back to A-1 and granted a special use permit during the County-wide rezoning in 1974. A special use permit was granted at these properties to expand the gas facilities in 1979 by Ordinance 1979-20. A special use permit for an illuminated sign was granted at the property in 1998 by Ordinance 1998-09. Ordinances 1966-08, 1979-20, and 1998-09 were provided.

In addition to the various zoning actions previously mentioned, the portion of the property identified by parcel identification number 05-16-100-020 was granted variances in 1997 for a reduction of the front yard setback by twenty feet (20') for a canopy and fuel pumps and a ten foot (10') front yard setback reduction for post placement. The information for this variance was provided.

Those portions of the property identified by parcel identification numbers 05-16-100-003 and 05-09-300-006 appear to have always been zoned A-1.

Per the site plan, there are seven (7) buildings presently located on the property. Any new buildings, expansion of existing buildings, or remodeling of these buildings would required applicable building permits and the work would be required to meet applicable building codes. The Petitioners indicate that no new buildings are planned at this time. Any structures or uses that encroach into required setbacks would be considered lawfully non-conforming. Any changes to site, such as new buildings or expanded parking areas, would trigger site plan review and approval under the Zoning Ordinance.

The site is serviced by a well and septic. There is electricity onsite. There are several LP tanks onsite.

The property fronts Route 47 and has two (2) access points off of Route 47. Deceleration lanes exist at both entrances on Route 47.

The site plan shows several gravel and asphalt areas. No dedicated parking spaces appear onsite. Any new parking lots would have to meet applicable regulations.

Based on the proposed uses, no new odors are foreseen. The owners of the property would have to follow applicable odor control regulations based on potential other future M-1 allowable uses.

The site plan shows one (1) light pole and there are some existing lights on several of the buildings.

The amount of lighting could expand on the property if they install a larger parking lot or if different uses move onto the property.

No changes to the landscaping or property screening are proposed.

If improvements are made to the site in the future, landscaping and screening would be required as part of site plan review.

Any signage would have to meet applicable regulations and secure permits.

Based on the proposed uses, no new noise issues are foreseen. The owners of the property would have to follow applicable noise control regulations based on potential other future M-1 allowable uses.

The site plan shows two (2) stormwater inlets.

Since no new buildings or impervious surfaces were proposed, a stormwater permit was not required. However, if additional buildings or impervious surfaces are added to the site in the future, stormwater permits could be required at that time.

The proposed Findings of Fact were as follows:

Existing uses of property within the general area of the property in question. The surrounding properties are used for agricultural purposes, larger lot single-family residential uses, Illinois Department of Transportation storage yard, and vacant commercial space that might seek rezoning to industrial in the future.

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned A-1 and B-3 in the unincorporated area and R-2 and R-3 inside the United City of Yorkville.

The suitability of the property in question for the uses permitted under the existing zoning classification. The Petitioners propose to use the property for more light industrial type uses that are not allowed in the A-1 Agricultural Zoning District.

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

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Future Land Use Map in the Land Resource Management Plan classifies this property ZPAC Meeting Minutes 12.05.23

as Transportation Corridor. The United City of Yorkville's Plan calls for the property to be Agricultural. The Petitioners are also pursuing a change to the County's Future Land Use Map to Mixed Use Business. If this change is approved, then the requested map amendment would be consistent with the County's Land Resource Management Plan.

If the requested amendment to the Future Land Use Map in the Land Resource Management Plan reclassifying this property as Mixed Use Business is approved, Staff recommended approval of the proposed map amendment.

According to the definition of Transportation Corridor found on page 7-36 of the Land Resource Management Plan, this type of land use would be associated with the B-5 Business Planned Development District, B-6 Office and Research Park District, and limited B-3 Highway Business District.

The proposed tile business, offices, warehouses, fuel storage, and other light industrial uses would more applicably fit on properties zoned M-1, which more closely corresponds to the Mixed Use Business classification.

If the request is granted, the adjacent properties on the west side of Route 47 (the former Aux Sable Building and the Illinois Department of Transportation yard) could submit the same reclassification request in the future. The types of uses of those buildings and properties could also fit into the Mixed Use Business classification.

Staff recommended approval of the requested amendment and, if the requested amendment to the Future Land Use Map in the Land Resource Management Plan reclassifying this property as Mixed Use Business was approved, Staff recommended approval of the proposed map amendment.

Mr. Rybski said that the septic system was installed in 2008 and designed for fifteen (15) employees. Dan Kramer, Attorney for the Petitioner, said that the proposed uses would have less people onsite.

Mr. Kramer said that the conservation designation in Yorkville's plan was a placeholder.

Mr. Klaas asked if the Illinois Department of Transportation had acquired additional right-of-way at this property. Mr. Kramer responded no as it related to the subject property.

No additional access was planned for the property.

Chairman Wormley expressed his support for the project.

Mr. Klaas made a motion, seconded by Mr. Rybski, to recommend approval of the reclassification and map amendment.

The votes were follows:

Ayes (7): Asselmeier, Guritz, Klaas, Holdiman, Langston, Rybski, and Wormley

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

Absent (3): Briganti, Chismark, and Olson

The motion passed.

The proposals go to the Kendall County Regional Planning Commission on December 13, 2023.

#### REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD

Mr. Asselmeier reported that Petition 23-26 and Petition 23-30 were approved by the County Board.

**OLD BUSINESS/NEW BUSINESS** 

None

**CORRESPONDENCE** 

None

**PUBLIC COMMENT** 

None

#### **ADJOURNMENT**

Mr. Guritz made a motion, seconded by Mr. Rybski, to adjourn.

With a voice vote of seven (7) ayes, the motion carried.

The ZPAC, at 9:16 a.m., adjourned.

Respectfully Submitted, Matthew H. Asselmeier, AICP, CFM Director

Enc.



#### **MEMORANDUM**

Date: November 22, 2023

To: Matthew Asselmeier, AICP, CFM

CC: Greg Chismark, PE

From: Natalie Paver, PWS

Subject: Lots 27 & 28 Grove Road estates easement Vacation Kendall County, IL

(WBK# 130180)

WBK has reviewed the request to vacate the public utility and drainage easement on the common lot line of Lots 27 and 28 in Grove Road Estates Subdivision. This request is pursuant to Petition 23-31 being considered by the Kendall County Department of Planning, Building and Zoning.

Documents reviewed include all those submitted with the subject petition. We have no objection to the vacation of the easement requested as no drainage or utility functions will be impacted.

Do not hesitate to contact us should you have further questions.

### ZONING, PLATTING & ADVISORY COMMITTEE (ZPAC) January 2, 2024 – Unapproved Meeting Minutes

PBZ Chairman Seth Wormley called the meeting to order at 9:00 a.m.

#### Present:

Matt Asselmeier – PBZ Department
Meagan Briganti – GIS Department
Brian Holdiman – PBZ Department
Fran Klaas – Highway Department
Commander Jason Langston – Sheriff's Department
Alyse Olson – Soil and Water Conservation District
Aaron Rybski – Health Department
Antoniette White – Forest Preserve
Seth Wormley – PBZ Committee Chair

#### Absent:

Greg Chismark - WBK Engineering, LLC

#### Audience:

Dan Kramer and Christina Burns

#### **AGENDA**

Mr. Rybski made a motion, seconded by Mr. Klass, to approve the agenda as presented.

With a voice vote of nine (9) ayes, the motion carried.

#### **MINUTES**

Mr. Rybski made a motion, seconded by Commander Langston, to approve the December 5, 2023, meeting minutes.

With a voice vote of nine (9) ayes, the motion carried.

#### **PETITIONS**

#### Petition 23-35 Tyler Arbeen on Behalf of Arbeen, LLC

Mr. Asselmeier summarized the request.

The Petitioner is seeking a special use permit for a landscaping business, including allowing outdoor storage of materials. They are also seeking variances to Section 7:01.G.2.b and Section 11:02.F.7.a to allow accessory structures in the front yard setback and to allow outdoor parking in the front yard setback, thus reducing the front yard setback from one hundred fifty feet (150') as measured from the centerline of Stewart Road to fifty-one feet (51') as measured from the centerline of Stewart Road.

The application materials, site plan, landscaping plan, and pictures of the property and area were provided.

The property is located between 3900 and 3716 Stewart Road on the east side of Stewart Road.

The property is approximately four (4) acres in size.

The existing land use is agricultural.

The County's Future Land Use Map called for the property to be Mixed Use Business. The Village of Oswego's Future Land Use Map called for the property to be Residential.

Stewart Road is a Major Collector maintained by Oswego Township.

The Village of Oswego and the County have a trail planned along Stewart Road.

There are no floodplains or wetlands on the property.

The adjacent land uses are Agricultural and Farmstead.

The adjacent properties are zoned A-1 Agricultural.

ZPAC Meeting Minutes 01.02.24

The County's Land Resource Management Plan calls for the area to be Mixed Use Business. The Village of Oswego's Plan calls for the area to be Residential and Mix Commercial.

Properties within one half (1/2) mile of the property are zoned A-1, A-1 SU, and R-1 in the County and PUD for Agricultural Uses in the Village of Oswego.

The A-1 special use permit to the north is for a horse training and boarding business. The A-1 special use permit to the northwest is for a landscaping business.

Approximately twelve (12) houses are located within a half mile (0.5) miles of the subject property.

EcoCAT Report was submitted on October 19, 2023, and consultation was terminated.

The LESA Score for the property was 186 indicated a low level of protection. The NRI Report was provided.

Petition information was sent to Oswego Township on December 22, 2023. Prior to formal application submittal, Oswego Township submitted an email requesting a thirty-five foot (35') deep right-of-way dedication from the center of Stewart Road. This email was provided.

Petition information was sent to the Village of Oswego on December 22, 2023.

Petition information was sent to the Oswego Fire Protection District on December 22, 2023. Mr. Asselmeier read an email from the Oswego Fire Protection District outline the District's sprinkler requirements.

Per Section 7:01.D.32 of the Kendall County Zoning Ordinance, landscaping businesses can be special uses on A-1 zoned property subject to the following conditions:

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

If the County Board approves the outdoor storage of materials and variances, the above conditions have been met.

As noted in the project narrative, the Petitioners would like to operate Arbeen Landscaping, LLC at the subject property.

They would use the site for storage of landscaping materials, equipment, offices, and related operations. They indicated some potential customers would visit the property, but most customer related interactions would occur at the customer's property, by telephone, or by email.

The business would be open from 6:00 a.m. until 6:00 p.m. everyday throughout the year and would be open twenty-four hours (24) during snow events. The business has a maximum of twenty-five (25) employees, during the busy season. Employees either report to the subject property or report directly to job sites.

Equipment stored at the property consists of small trailers, lawn mowers, bobcats, skid steers, end loaders, and similar landscaping related equipment. Equipment would be parked indoors when the business was closed.

The site plan shows fourteen (14) landscape material storage areas near the southeast corner of the property. No information was provided regarding the height or depth of the storage areas. The Petitioner indicated that the piles of materials would not exceed ten feet (10') in height. The site plan also shows one (1) nursery stock storage area at the northwest corner of the property and a second nursery stock storage area at the northeast corner of the property. No information was provided regarding the specific types of nursery stock or materials that would be stored in the storage areas.

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Though not explicitly stated in any of the materials, the Petitioner will likely have a nursery growing component as well.

One (1) approximately eleven thousand, three hundred seventy-five (11,375) square foot shop/office is proposed for the property. A picture of the type of building the proposed building was provided.

The site plan also shows five (5) hoop houses; no specific dimensions were provided for the hoop houses. The hoop houses will be at least ten feet (10') from the southern property line. The western most hoop house would be approximately eighty feet (80') from the centerline of Stewart Road.

The Petitioner is requesting a variance to the front yard setback requirement, reducing the front yard setback from one hundred fifty feet (150') from the centerline of Stewart Road to fifty-one feet (51') of the centerline of Stewart Road. The Petitioner was agreeable to not constructing any permanent structures within one hundred five feet (105') of the centerline of the road and no permanent structures within seventy-five (75') of the centerline of WIKADUKE.

Any structures related to the landscaping business would be required to obtain applicable building permits.

Historically, the Oswego Fire Protection District has required buildings similar to the proposed shop/office to be sprinklered.

The property is presently farmland. The proposed well would be located southwest of the main building and the proposed septic field would be located north of the main building.

One (1) approximately three hundred twenty-four (324) square foot dumpster area is proposed east of the main building. The dumpster area would be fenced with board-on-board fencing as shown by the image provided. The maximum fence height is eight feet (8').

The property drains mostly to the southeast.

The Petitioners submitted an application for a stormwater management permit. No stormwater related calculations were provided.

Per the site plan, the Petitioner's propose one (1) thirty foot (30') wide northern entrance and a second sixty foot (60') wide southern entrance off of Stewart Road.

As mentioned previously, Oswego Township is requesting a thirty-five foot (35') deep right-of-way dedication.

According to the site plan, the Petitioner proposes fifteen (15) parking spaces, including two (2) handicapped parking spaces, to the west and south of the main building.

The driving areas in general would be grass or asphalt screenings, except for solid paving or concrete at the two (2) entrances and handicapped parking spaces.

The Petitioner indicated that no lighting was planned for the property.

One (1) sign was proposed for the property. The sign would be approximately thirty-two (32) square feet in size and would look substantially like the image provided. No information was provided regarding the height of the sign. No information was provided regarding the specific location of the sign. The sign would not be illuminated.

Though not shown on the site plan, the Petitioner proposes to install one (1) wood post farm fence with wire mesh around the entire perimeter of the site expect at the two (2) entrances to the property. The fence would be six feet (6') in height.

The landscaping plan shows six (6) Colorado blue spruce trees, four (4) purple birches, four (4) bald cypresses, thirteen (13) Techny arborvitae and fifteen (15) Eden outcropping stones along the western side of the property. The Colorado blue spruces would be eight feet (8') in height at the time of planting and would grow to a maximum of fifty feet (50'). The Techny arborvitae would be six feet (6') in height at the time of planting and would grow to a maximum fifteen feet (15'). The bald cypresses would be eight feet (8') at the time of planting and would grow to a maximum fifty feet (50'). The purple birches would either be ten feet (10') in height or two point five inch (2.5) diameter at the time of planting and would grow to a maximum forty feet (40'). The landscaping would be located outside of the security fence.

No information was provided regarding noise control.

No information was provided regarding odor control.

If approved, this would be the twentieth (20th) special use permit for a landscaping business in unincorporated Kendall County.

§ 13:08.J of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order to recommend in favor of the applicant on special use permit applications. They are listed below in italics. Staff has provided findings in bold below based on the recommendation:

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. Numerous landscaping business have been approved throughout unincorporated Kendall County. The proposed use is along Stewart Road, which is classified as a major collector. Reasonable restrictions can be placed in the special use permit to ensure the health, safety, and general welfare of the area are protected.

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 makes 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 subject property is in a large A-1 Agricultural District. The use will not impede farms or residential uses on the adjoining properties. Reasonable restrictions may be placed on the special use permit to address hours of operation, noise, landscaping, and site layout to prevent neighboring property owners are not negatively impacted by the proposed use.

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The proposal identifies locations for the future well and septic field. Two (2) points of ingress/egress are proposed. The proposed use likely will generate little traffic onsite and adequate space exists for parking for customers and employees of the proposed use. The proposal will have to obtain a stormwater permit to address drainage concerns. Adequate space exists for storage of equipment and materials related to the proposed uses.

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. If the requested variance to the front yard setback requirements are granted, this is true. The site could also be reconfigured to shift the parking lot and hoop houses east outside of the required front yard setback.

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 proposal is also consistent with a goal and objective found on page 6-34 of the Land Resource Management Plan, "A strong base of agriculture, commercial and industrial uses that provide a broad range of job opportunities, a healthy tax base, and improved quality of services to County residents." "Encourage opportunities for locally owned business." In addition, the future land use map calls for this property to be Mixed Use Business. Similar types of uses were planned for the subject property and properties in the vicinity of the subject property.

As noted in the application materials, the Petitioner believes the front yard setback requirement is unconstitutional and is regulatory taking. Staff does not agree with this opinion and has proposed the following findings of fact accordingly.

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

The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. No information has been provided showing a topographical hardship existing that prevents the parking lot and hoop houses from being relocated outside of the required front yard setback.

The conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. Other A-1 zoned properties could request the same variance for the same reason that the

Petitioner is requesting this variance. No information has been presented showing a unique condition or situation applicable to this property.

The alleged difficulty or hardship has not been created by any person presently having an interest in the property. The site is presently a farm field. No information has been provided explaining why the Petitioner cannot design the site in a manner to avoid the requested variance.

The granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. Granting the variance would not be detrimental to the public or substantially injurious to other properties. Granting the variance could impact the ability to widen Stewart Road in the future.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. The proposed variance would not impair light or air on adjacent property, cause congestion, increase the danger of fire, or negatively impact property values.

Pending comments from ZPAC, Staff recommended approval of the requested special use permit and denial of the requested variance subject to the following conditions and restrictions:

- 1. The site shall be developed substantially in accordance with the submitted site plan and landscaping plan with the exception that the western most parking lot and hoop houses are removed from the required front yard setback. One (1) wood post farm fence with wire mesh shall be installed around the enter perimeter of the site expect at the two (2) entrances to the property. The fence shall be six feet (6') in height maximum. The landscaping shall be installed between the fence and Stewart Road.
- 2. Within ninety (90) days of the approval of the special use permit, the owners of the subject property shall dedicate a strip of land thirty-five feet (35') in depth along the western property line to Oswego Township. The Kendall County Planning, Building and Zoning Committee may grant an extension to this deadline.
- 3. Equipment and vehicles related to the business allowed by the special use permit may not be stored outdoors at the subject property when the business is closed.
- 4. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
- 5. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
- 6. The owners of the businesses allowed by this special use permit shall diligently monitor the property for leaks from equipment and vehicles parked and stored and items stored on the subject property and shall promptly clean up the site if leaks occur.
- 7. Except for the purposes of loading and unloading, all landscape related materials shall be stored indoors or in the designated storage areas shown on the submitted site plan. The maximum height of the piles of landscaping related material shall be ten feet (10') in height.
- 8. A maximum of twenty-five (25) employees of the business allowed by this special use permit, including the owners of the business allowed by this special use permit, may report to this site for work.
- 9. The hours of operation of the business allowed by this special use permit shall be daily from 6:00 a.m. until 6:00 p.m. and the business shall be open twenty-four (24) hours to address snow events. The owners of the business allowed by this special use permit may reduce these hours of operation.
- 10. Any structures constructed, installed, or used related to the business allowed by this special use permit on the property shall not be considered for agricultural purposes and must secure applicable building permits.
- 11. One (1) sign as described in the sign description may be installed along Stewart Road at the subject property. The sign shall not be illuminated.
- 12. Only lighting related to security may be installed outdoors at the subject property.

- 13. Damaged or dead plantings described on the landscaping plan shall be replaced on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
- 14. The materials and vegetation described in the landscaping plan shall be installed within six (6) months of the approval of the special use permit. The Kendall County Planning, Building and Zoning Committee may grant an extension to the deadline to install the vegetation. Materials and vegetation stored in the nursery stock storage areas and landscaping material storage area shall not be subject to this requirement and shall not be considered part of the landscaping plan.
- 15. No landscape waste generated off the property can be burned on the subject property.
- 16. 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.

Only homes permitted prior to the date of the issuance of the special use permit shall have standing to file noise complaints.

- 17. At least one (1) functioning fire extinguisher and one (1) first aid kit shall be on the subject property. Applicable signage stating the location of the fire extinguisher and first aid kit shall be placed on the subject property.
- 18. The dumpster area shall be fenced with board-on-board fencing as shown by the image provided. The maximum height of the fence shall be eight feet (8').
- 19. The owners of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
- 20. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
- 21. 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.
- 22. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
- 23. 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.

Chairman Wormley noted that the company was already operated in Kendall County at another location. He asked why the business was moving. Dan Kramer, Attorney for the Petitioner, said the business was growing.

Mr. Kramer stated that most of the business' customers were commercial enterprises. The business does provide landscaping services to some new homes.

Mr. Kramer said the property was purchased from the property to the south.

Mr. Kramer requested that condition number 14, pertaining to the installation of landscaping materials be changed to a September 1st deadline.

Mr. Kramer noted that materials would not reach fifty-one feet (51') of the centerline of Stewart. He explained the proposed landscaping and fencing at the property and operations of the business in relation to the landscaping and fencing. All permanent structures would be located outside the required setback. He also noted that other parking lots and temporary structures for other businesses were located inside the front yard setback. He felt that variances/variations were not needed in special use permit cases.

Mr. Kramer said the stormwater engineer was working on drainage calculations.

Mr. Kramer questioned Oswego Fire Protection District's authority to have sprinkling requirements on buildings of the size proposed at the subject property.

Mr. Rybski discussed the possible need for non-community well status. This is triggered by the number of people on the site. Mr. Rybski discussed testing requirements and explained the permitting requirements.

Discussion occurred regarding the sizing of the septic field. Mr. Rybski said alternative systems could be explored. The answer to septic field size will not be known until more information is provided. Mr. Kramer discussed the number of employees likely to report to the property.

Chairman Wormley asked about timeliness of the project in relation to the business environment. Mr. Kramer said that the Petitioner has a letter of commitment from a bank. Mr. Asselmeier said the special use permit could be revoked if the business does not commence operations within two (2) years.

Mr. Klaas asked about setback requests in other cases. Mr. Asselmeier said that the special use permit for a landscaping business at 5022 Route 126 requested a variance for parking in the setback because they were using the parking for old farmhouse that was already onsite as parking for the business. Mr. Asselmeier also said that TZ Landscaping moved their parking out of the required setback because of the regulations.

Mr. Klaas asked why the Petitioner couldn't comply with the County regulations. Mr. Kramer responded that the uses would be inside a fence and the Petitioner should be able to use the property inside the fence for the proposed use. Mr. Kramer asked what would be protected by variance. Chairman Wormley expressed concerns about setting precedence. Discussion occurred regarding drainage in relation to site design. Discussion occurred regarding how the setback was created. Mr. Klaas felt that, if they had it to do over again, many structures and parking lots would not be allowed because they were constructed too close to road. If the grading would not allow the parking lot to be located outside the setback, the Petitioner would have an argument for a hardship. Mr. Holdiman provided a history of setback increases.

Mr. Klaas made a motion, seconded by Mr. Rybski, to recommend approval of the proposal with the conditions proposed by Staff (approving the special use permit and denying the variance request) with amendment to condition 14 changing the deadline to install the landscaping materials to September 1, 2024.

The votes were follows:

Ayes (9): Asselmeier, Briganti, Klaas, Holdiman, Langston, Olson, Rybski, White, and Wormley

Nays (0): None Abstain (0): None Absent (1): Chismark

The motion passed.

The proposal goes to the Kendall County Regional Planning Commission on January 24, 2024.

#### REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD

None

#### **OLD BUSINESS/NEW BUSINESS**

#### Kendall County Regional Planning Commission Annual Meeting on February 3, 2024

Mr. Asselmeier reported that the Kendall County Regional Planning Commission Annual Meeting will be February 3, 2024, at 9:00 a.m., in the County Boardroom.

ZPAC Meeting Minutes 01.02.24

#### CORRESPONDENCE

None

#### **PUBLIC COMMENT**

None

#### **ADJOURNMENT**

Mr. Klaas made a motion, seconded by Commander Langston, to adjourn.

With a voice vote of nine (9) ayes, the motion carried.

The ZPAC, at 9:40 a.m., adjourned.

Respectfully Submitted, Matthew H. Asselmeier, AICP, CFM Director

Enc.



## KENDALL COUNTY ZONING & PLATTING ADVISORY COMMITTEE JANUARY 2, 2024

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

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
Darl Kasm		23.35

#### **Matt Asselmeier**

From:

Alec Keenum <akeenum@oswegofire.com>

Sent:

Wednesday, December 27, 2023 1:32 PM

To:

Matt Asselmeier

**Subject:** 

[External]Re: Kendall County Zoning Petition 23-35

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

Matt,

I am not in the office but see that you need a ready reply on this. Oswego Fire would like to point out and be clear up front that the default for new construction (new accessory buildings?) is sprinkler and fire alarm system protection.

Regards,

Capt. Alec J Keenum Fire Marshal Oswego Fire Protection District

## MINUTES – UNOFFICIAL UNTIL APPROVED KENDALL COUNTY

#### **ZONING BOARD OF APPEALS MEETING**

111 WEST FOX STREET, COUNTY BOARD ROOM (ROOMS 209 and 210)
YORKVILLE, IL 60560

December 18, 2023 – 7:00 p.m.

#### **CALL TO ORDER**

Chairman Randy Mohr called the Zoning Board of Appeals meeting to order at 7:02 p.m.

#### **ROLL CALL:**

Members Present: Scott Cherry, Cliff Fox, Tom LeCuyer, Randy Mohr, Jillian Prodehl, Dick Thompson,

and Dick Whitfield

Members Absent: None

Staff Present: Matthew Asselmeier, AICP, CFM, Director and Wanda Rolf, Administrative Assistant

Others Present: Dan Kramer, Andrew Schwartz, Robert Schwartz, and Steve Grebner

#### **MINUTES:**

Member LeCuyer made a motion, seconded by Member Whitfield, to approve the minutes of the October 30, 2023, hearing/meeting.

With a voice vote of seven (7) ayes, the motion carried.

#### **PETITIONS**

The Zoning Board of Appeals started their review of Petitions 23-32 and 23-33 at 7:03 p.m.

### Petition 23 – 32 – Alan Drake on Behalf of Grainco FS, Inc (Property Owner) and Andrew and Robert Schwartz on Behalf of A.B. Schwartz, LLC (Contractor Purchaser)

Request: Amendment to the Future Land Use Map in the Land Resource Management Plan

Reclassifying the Subject Parcels from Transportation Corridor to Mixed Use Business

PINs: 05-09-300-006, 05-09-300-007, 05-16-100-003, 05-16-100-004, and 05-16-100-020

Location: 8115 Route 47, Yorkville, in Kendall Township

Purpose: Petitioners Wish to Rezone the Property to M-1 in Order to Operate a Tile Business,

Offices, Warehouses, Fuel Storage, and Other Light Industrial Uses; Property is Zoned A-

1 and A-1 with Special Use Permits

## Petition 23 – 33 – Alan Drake on Behalf of Grainco FS, Inc (Property Owner) and Andrew and Robert Schwartz on Behalf of A.B. Schwartz, LLC (Contractor Purchaser)

Request: Map Amendment Rezoning the Subject Parcels from A-1 Agricultural District and A-1

Agricultural with Special Use Permits to M-1 Limited Manufacturing District

PINs: 05-09-300-006, 05-09-300-007, 05-16-100-003, 05-16-100-004, and 05-16-100-020

Location: 8115 Route 47, Yorkville, in Kendall Township

Purpose: Petitioners Wish to Rezone the Property to M-1 in Order to Operate a Tile Business,

Offices, Warehouses, Fuel Storage, and Other Light Industrial Uses; Property is Zoned A-

1 and A-1 with Special Use Permits

Mr. Asselmeier summarized the request.

A.B. Schwartz, LLC would like an amendment to the Future Land Use Map contained in the Land Resource Management Plan for approximately nineteen point eight more or less (19.8 +/-) acres located on the west side of Route 47 addressed as 8115 Route 47. If the change to the Future Land Use Map is approved, the Petitioner would like to rezone the property to M-1 in order to operate a tile business, offices, warehouses, fuel storage, and other light industrial uses.

The application letter and pictures of the property were provided.

The property is located at 8115 Route 47, Yorkville.

The property is vacant and improved commercial.

Two (2) of the parcels are zoned A-1 and three (3) of the parcels are zoned A-1 with special use permits.

The County's plan calls for the property to be Transportation Corridor.

Yorkville's plan calls for the property to be Agricultural.

Route 47 is a State maintained arterial road.

There are no trails planned in this area.

There are no floodplains or wetlands on the property.

The adjacent land uses are Improved Commercial, Agricultural, Farmstead, and Transportation/Community/Utility (IDOT Yard).

The adjacent properties are zoned A-1 and B-3 in the County and R-2 and R-3 in Yorkville.

The County's plan calls for the area to be Transportation Corridor, Commercial, and Rural Residential (Max 0.65 DU/Acre).

Yorkville's plan calls for the area to be Estate/Conservation Residential, and Agricultural.

Properties within one point five (1.5) miles were zoned A-1, A-1SU, R-1, R-3, and B-3 in the County and R-2, R-3, B-1, and B-3 inside Yorkville.

The A-1 special use permits to the south are for a church, an illuminated sign, and a cemetery.

Petition information was sent to Kendall Township on November 17, 2023. At their meeting on November 21, 2023, the Kendall Township Planning Commission recommended approval of the requests. The Kendall Township Board was still reviewing the proposals.

Petition information was sent to the United City of Yorkville on November 17, 2023. Yorkville plans to review the proposals in January 2024.

Petition information was sent to the Bristol-Kendall Fire Protection District on November 17, 2023. No comments received.

ZPAC reviewed the proposal at their meeting on December 5, 2023. It was noted that the septic system was designed for a maximum fifteen (15) people. The Petitioner's Attorney indicated that fewer people will be on the property compared to the number of people onsite for previous uses. The Illinois Department of Transportation had not been in negotiations with the property owners related to land acquisition for right-of-way expansion. With two (2) access points, the property possessed good access onto Route 47. ZPAC recommended approval of both proposals by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission held a public hearing on this proposal on December 13, 2023. Other than the Petitioner's Attorney, nobody from the public testified at the public hearing. He explained the proposed land transaction and proposed uses at the property. He also believed the reclassification and rezoning more closely matches the uses in the area. Discussion occurred about reclassifying and rezoning other non-agricultural properties in the area. It was the Petitioner's Attorney's understanding that underground fuel tanks had been removed. Discussion occurred regarding obtaining an A-1 special use instead of a map amendment; Commissioners reviewed the list of allowable uses in the M-1. It was noted that most of the more objectionable uses in the M-1 have to occur entirely indoors. Discussion occurred about possible annexations to Yorkville; annexations were considered doubtful. Future buildings would be based on market demand. Site development, including stormwater development, would be reviewed when the site is altered. The existing fuel tanks will remain. The Kendall County Regional Planning Commission recommended approval of both proposals by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the hearing were provided.

The portions of the property identified by parcel identification numbers 05-09-300-007, 05-16-100-004, and 05-16-100-020 were originally rezoned to M-1 in 1966 by Ordinance 1966-08. These properties were rezoned back to A-1 and granted a special use permit during the County-wide rezoning in 1974. A special use permit was granted at these properties to expand the gas facilities in 1979 by Ordinance 1979-20. A special use permit for an illuminated sign was granted at the property in 1998 by Ordinance 1998-09. Ordinances 1966-08, 1979-20, and 1998-09 were provided.

In addition to the various zoning actions previously mentioned, the portion of the property identified by parcel identification number 05-16-100-020 was granted variances in 1997 for a reduction of the front ZBA Meeting Minutes 12.18.23

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yard setback by twenty feet (20') for a canopy and fuel pumps and a ten foot (10') front yard setback reduction for post placement. The information for this variance was provided.

Those portions of the property identified by parcel identification numbers 05-16-100-003 and 05-09-300-006 appear to have always been zoned A-1.

According to the definition of Transportation Corridor found on page 7-36 of the Land Resource Management Plan, this type of land use would be associated with the B-5 Business Planned Development District, B-6 Office and Research Park District, and limited B-3 Highway Business District.

The proposed tile business, offices, warehouses, fuel storage, and other light industrial uses would more applicably fit on properties zoned M-1, which more closely corresponds to the Mixed Use Business classification.

If the request is granted, the adjacent properties on the west side of Route 47 (the former Aux Sable Building and the Illinois Department of Transportation yard) could submit the same reclassification request in the future. The types of uses of those buildings and properties could also fit into the Mixed Use Business classification.

EcoCAT Report submitted and consultation was terminated.

The application for NRI was submitted on November 12, 2023. The LESA Score was 184 indicating a low level of protection. The NRI Report was provided.

Per the site plan, there are seven (7) buildings presently located on the property. Any new buildings, expansion of existing buildings, or remodeling of these buildings would require applicable building permits and the work would be required to meet applicable building codes. The Petitioners indicate that no new buildings are planned at this time. Any structures or uses that encroach into required setbacks would be considered lawfully non-conforming. Any changes to site, such as new buildings or expanded parking areas, would trigger site plan review and approval under the Zoning Ordinance.

The site is serviced by a well and septic. There is electricity onsite. There are several LP tanks onsite.

The property fronts Route 47 and has two (2) access points off of Route 47. Deceleration lanes exist at both entrances on Route 47.

The site plan shows several gravel and asphalt areas. No dedicated parking spaces appear onsite. Any new parking lots would have to meet applicable regulations.

Based on the proposed uses, no new odors are foreseen. The owners of the property would have to follow applicable odor control regulations based on potential other future M-1 allowable uses.

The site plan shows one (1) light pole and there are some existing lights on several of the buildings.

The amount of lighting could expand on the property if they install a larger parking lot or if different uses move onto the property.

No changes to the landscaping or property screening are proposed.

If improvements are made to the site in the future, landscaping and screening would be required as part of site plan review.

Any signage would have to meet applicable regulations and secure permits.

Based on the proposed uses, no new noise issues are foreseen. The owners of the property would have to follow applicable noise control regulations based on potential other future M-1 allowable uses.

The site plan shows two (2) stormwater inlets.

Since no new buildings or impervious surfaces were proposed, a stormwater permit was not required. However, if additional buildings or impervious surfaces are added to the site in the future, stormwater permits could be required at that time.

The proposed Findings of Fact were as follows:

Existing uses of property within the general area of the property in question. The surrounding properties are used for agricultural purposes, larger lot single-family residential uses, Illinois Department of Transportation storage yard, and vacant commercial space that might seek rezoning to industrial in the future.

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned A-1 and B-3 in the unincorporated area and R-2 and R-3 inside the United City of Yorkville.

The suitability of the property in question for the uses permitted under the existing zoning classification. The Petitioners propose to use the property for more light industrial type uses that are not allowed in the A-1 Agricultural Zoning District.

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

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Future Land Use Map in the Land Resource Management Plan classifies this property as Transportation Corridor. The United City of Yorkville's Plan

calls for the property to be Agricultural. The Petitioners are also pursuing a change to the County's Future Land Use Map to Mixed Use Business. If this change is approved, then the requested map amendment would be consistent with the County's Land Resource Management Plan.

Staff recommended approval of the requested amendment to the Future Land Use Map.

If the requested amendment to the Future Land Use Map in the Land Resource Management Plan reclassifying this property as Mixed Use Business is approved, Staff also recommended approval of the proposed map amendment.

Chairman Mohr opened the public hearing at 7:12 p.m.

Chairman Mohr swore in Dan Kramer, Andrew Schwartz, Robert Schwartz, and Steve Grebner.

Dan Kramer, Attorney for the Petitioners, stated that GrainCo is going to remain as a tenant for their LP and some of their gas businesses for home delivery. There are some empty buildings on the property; the new owners have the opportunity to rent these buildings. Mr. Kramer stated that the Petitioners are requesting that future land use be changed to Mixed Use Business. Currently the property is classified as Transportation Corridor and zoned A-1 Agricultural. The surrounding businesses might submit the same reclassification request in the future. No changes are being made at this time to the property or existing buildings.

Member Thompson asked if the proposed business was a field tile business. Mr. Kramer responded that yes, the proposed business is a field tile business. The current owner has been doing this for many years and has quite a bit of experience in this field.

Steve Grebner, Clerk for Kendall Township asked about the future land use map change. Mr. Asselmeier stated that, since the tiling is not allowed in the B-3 zoning district, the only option was to rezone to M-1 and the Petitioners couldn't rezone to M-1 and be consistent with the comprehensive plan unless they asked for the reclassification.

Mr. Grebner asked what does lawfully nonconforming mean. Mr. Asselmeier responded it's the legal way of saying something is grandfathered. A use that is presently on site is allowed to continue operations "as is" and unchanged. An owner cannot expand the existing use even though the property is going to be zoned something other than A-1. If something wasn't allowed to be in M-1, but they were doing it on the property now, they could continue to do it in the M-1. The Zoning Ordinance says that if a use is outdoors and is discontinued for a period of six (6) months they have to cease it permanently. If the use is indoors, the discontinuing period is one (1) year. The same rules apply if there is a natural disaster or a fire.

Mr. Grebner asked if the fuel usage is lawfully nonconforming with M-1 with the LP and propane. Mr. Asselmeier responded that they might need a Special Use Permit. They don't need to secure a special use permit unless they wanted to expand.

Mr. Grebner asked about the rental space and supervision oversight. Mr. Asselmeier stated they need a change of occupancy permit. The Code Official inspects the property and he checks to see if the use is a valid use under the Zoning Ordinance. If the party renting wants to make changes to the building, then they have to come to the County for site plan review; anything zoned M-1 has to have site plan approval from ZPAC.

Chairman Mohr adjourned public hearing at 7:25 p.m.

Member Thompson made a motion, seconded by Member Fox, to approve the findings of fact.

The votes were as follows:

Ayes (7): Thompson, Whitfield, Cherry, Fox, LeCuyer, Mohr, and Prodehl

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

The motion passed.

Chairman Mohr asked for a motion to approve Petition 23-32 and Petition 23-33.

Member LeCuyer made a motion, seconded by Member Cherry, to recommend approval of the reclassification and map amendment.

The votes were as follows:

Ayes (7): LeCuyer, Mohr, Prodehl, Thompson, Whitfield, Cherry, and Fox.

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

The motion passed.

These proposals will go to the Planning, Building and Zoning Committee on February 13, 2024.

The Zoning Board of Appeals completed their review of Petitions 23-32 and 23-33 at 7:24 p.m.

#### **NEW BUSINESS/OLD BUSINESS**

None

#### REVIEW OF PETITIONS THAT WENT TO PLANNING BUILDING AND ZONING

Mr. Asselmeier reported that Petition 23-26, the special use permit at 1270 Beecher Road, was approved at the County Board. The host agreement was approved and the owner was given two (2) years to move the materials that were on the property to the east without paying the tipping fee.

#### **PUBLIC COMMENTS**

None

#### **ADJOURNMENT OF THE ZONING BOARD OF APPEALS**

Member LeCuyer made a motion, seconded by Member Fox, to adjourn.

With a voice vote of seven (7) ayes, the motion carried.

The Zoning Board of Appeals meeting adjourned at 7:27 p.m.

The next regularly scheduled meeting/hearing will be on January 29, 2024.

Respectfully submitted by, Wanda A. Rolf Administrative Assistant

#### **Exhibits**

- 1. Memo on Petition 23-32 Dated December 14, 2023
- 2. Memo on Petition 23-33 Dated December 14, 2023
- 3. Certificate of Publication and Certified Mail Receipts for Petition 23-33 (Not Included with Report but on file in Planning, Building and Zoning Office)



# KENDALL COUNTY ZONING BOARD OF APPEALS DECEMBER 18, 2023

In order to be allowed to present any testimony, make any comment, engage in cross-examination, or ask any question during this public hearing, you must enter your name, address, and signature on this form prior to the commencement of the public hearing. By signing this registration sheet, you agree that you understand that anything you say will be considered sworn testimony, and that you will tell the truth, the whole truth and nothing but the truth.

NAME	ADDRESS	SIGNATURE
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## KENDALL COUNTY BOARD ADJOURNED SEPTEMBER MEETING December 19, 2023

STATE OF ILLINOIS	)
COUNTY OF KENDALL	) SS )

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday, December 19, 2023, at 9:00 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley (9:06a.m.) and Seth Wormley. Member(s) absent: None.

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

#### PLEDGE OF ALLEGIANCE

Chairman Kellogg led the Pledge of Allegiance.

#### INVOCATION

Bill Zeke from Cross Lutheran Church gave the invocation.

#### THE AGENDA

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

#### **PUBLIC COMMENT**

Margaret Sheehan spoke about elections.

Bill Zeke from Cross Lutheran, Director of Outreach spoke about some observations he has made for those that come to the Caring Hands Thrift Store and how the staff is very helpful to all shoppers.

John Purcell wished everyone a Merry Christmas and Thank You to the board.

Dee Studler stated that a complaint is a gift and that there should be a protocol for them, not degrading people for doing a thankless job.

#### **CONSENT AGENDA**

Member DeBolt moved to approve the consent agenda.

- A. Approval of County Board Minutes from November 16, 2023, and November 21, 2023
- B. Standing Committee Minutes Approval
- C. Approval of Claims in an amount not to exceed \$2,527,901.66
- Approval of the Proposed Addendum (Capital Projects Budget Exhibit) to the Intergovernmental Agreement between Kendall County and Kendall County Forest Preserve District (09/07/2021) for Disbursement of American Rescue Plan Act Funds
- E. Approval of the State's Attorney Appellate Prosecutor Resolution for Fiscal Year 2024 (December 1, 2023, to November 30, 2024) and authorization of payment for services in the amount not to exceed \$37,000.00
- F. Approval of New Section 3.9 in the Kendall County Employee Handbook (Kendall County Employee of the Year Award Program)
- G. Approval of Agreement between Kendall County and Chicago HIDTA adding the County and the Kendall County Sheriff's Office as additional insureds on its liability policies
- H. Approval of an ordinance granting variance to the Kendall County Highway Access Regulation Ordinance
- Approval of Resolution approving the low bid of D Construction, Inc. in the amount of \$2,248,144.36 for the replacement of the Ridge Road Bridge, Section 22-00167-00-BR
- J. Approval of Resolution for Maintenance under the Illinois Highway Code appropriating \$600,000 for the purchase of bulk rock salt and general maintenance of highways

- K. Approval of Construction Engineering Services Agreement between Kendall County and Hampton Lenzini and Renwick, Inc. in the amount of \$318,122 to provide construction management for the Galena Road – Cannonball Trail intersection improvement
- L. Approval of Agreement for County Engineer's Salary
- M. Approve COB II Construction Update/Contingency Reduction Lite Construction: \$2,139,908 (\$6,000 increase, \$630 reduction), Plainfield Grading: \$50,412 (\$825 reduction), Abbey Paving: \$407,555 (\$2,035 increase)
- N. Approval of Revised Section 8.1 in the Kendall County Employee Handbook (Personal and Banked Sick Leave Policy)
- O. Approval of Ordinance Regarding Paid Leave for Workers Act

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

- **C) COMBINED CLAIMS:** ADMIN \$720.31; ANML CNTRL WRDN \$4,576.35; ASSESS \$704.90; BRD OF RVW \$3,768.50; CIR CLK \$4,595.84; CIR CRT JDG \$26,265.14; CMD CRT SRV \$7,252.21; CRNR \$6,489.14; CORR \$54,200.26; CNTY ADMIN \$215,438.22; CNTY BRD \$55,044.90; CNTY CLK \$8,110.45; HIGHWY \$1,153,427.33; CNTY TRSR \$3,165.02; ELECTION \$46,430.78; EMA DIR \$37.98; EMA \$706.79; FCLT MGMT \$68,582.75; GIS COORD \$1,320.02; HLTH & HMN SRV \$347,671.55; HR \$745.18; JURY \$2,063.70; MERIT \$19,209.00; PBZ PLNNR \$2,818.48; PBZ \$1,535.76; PRSDNG JDG \$15,768.19; PROB SPVSR \$14,258.63; ROE \$475.20; SHRF \$69,330.78; ST ATTY \$3,791.23; TECH \$27,290.84; TRSR \$1,363.00; UTIL \$65,840.23; VET \$11,714.42; FP \$8,306.73; SHF \$46,464.74; SHF \$45,488.66; CVL \$182,928.45
- E) A complete copy of Resolution 23-43 is available in the Office of the County Clerk.
- H) A complete copy of Ordinance 23-37 is available in the Office of the County Clerk.
- I) A complete copy of Resolution 23-44 is available in the Office of the County Clerk.
- J) A complete copy of Resolution 23-45 is available in the Office of the County Clerk.
- K) A complete copy of IGAM 23-42 is available in the Office of the County Clerk.
- O) A complete copy of Ordinance 23-38 is available in the Office of the County Clerk.

#### **ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS**

#### **Sheriff**

Under Sheriff Richardson reviewed the monthly report and spoke about the Polar Plunge.

#### County Clerk & Recorder

Revenue Report 11/1/23-11/30/23 11/1/22-11/30/22 11/1/21-11/30/21

Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$477.00	\$574.00	\$1,058.50
MARFEE	County Clerk Fees - Marriage License	\$630.00	\$780.00	\$870.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$30.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$15.00	\$65.00	\$45.00
CRTCOP	County Clerk Fees - Certified Copy	\$2,428.00	\$2,020.00	\$2,128.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$350.00
MISINC	County Clerk Fees - Misc	\$52.45	\$57.00	\$58.00
	County Clerk Fees - Misc Total	\$3,602.45	\$3,526.00	\$4,509.50
RECFEE	County Clerk Fees - Recording	\$18,477.00	\$21,171.00	\$36,204.00
	Total County Clerk Fees	\$22,079.45	\$24,697.00	\$40,713.50
CTYREV	County Revenue	\$35,755.25	\$48,645.75	\$54,383.75
DCSTOR	Doc Storage	\$10,562.00	\$12,229.00	\$21,312.50
GISMAP	GIS Mapping	\$33,600.00	\$38,850.00	\$67,502.00
GISRCD	GIS Recording	\$2,240.00	\$2,590.00	\$4,500.00
Co Board 12/19/2	2023 - 2 -			

INTRST	Interest	\$130.28	\$133.92	\$34.16
RECMIS	Recorder's Misc	\$4,553.75	\$3,171.00	\$5,279.50
RHSP	RHSP/Housing Surcharge	\$17,172.00	\$10,332.00	\$19,053.00
TAXCRT	Tax Certificate Fee	\$2,440.00	\$2,720.00	\$2,720.00
TAXFEE	Tax Sale Fees	\$1,993.60	\$1,656.00	\$1,789.70
PSTFEE	Postage Fees	\$288.21		
CK # 19775	To KC Treasurer	\$130,814.54	\$145,024.67	\$217,288.11

County Clerk Debbie Gillette spoke about the accepting Vote by Mail Applications on December 20, 2023, and reminded the Board of the Election Judge training class presented by the State Board of Elections on January 18, 2024.

#### Coroner

Coroner Jacquie Purcell reviewed the report in the packet.

#### **Health Department**

Director, RaeAnn VanGundy spoke about the Share your Blessings program that the county employees participated in to help 50 families in need and spoke about Cross Lutheran/Caring Hands generous donation.

#### **Supervisor of Assessment**

Andy Nicoletti stated that the Board of Review is finishing up and on December 28, 2023, they will have the instructors meeting.

#### **Regional Office of Education**

Chris Mehochko, Regional Superintendent of Schools informed the board that the testing center has 200 more participants than last year. More tests given to Pharmaceutical Technicians and Fire Fighters.

#### STANDING COMMITTEE REPORTS

#### **Animal Control**

#### **Donation**

Member Shanley moved to Authorize State's Attorney to execute Approval of Accounts and Distribution, Release and Refunding Agreement and Receipt of Distribution for distribution to Kendall County Animal Control from the Estate of Max Gartner. Member DeBolt seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

#### **Human Resources & Insurance**

#### **Part-Time Human Resources Assistant**

Member Bachmann moved to approve the Part-Time Human Resources Assistant Job Description. Member Flowers seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

#### **Kennel Manager/Animal Control Officer**

Member Peterson moved to approve the Kennel Manager/Animal Control Officer Job Description. Member Flowers seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion** carried.

#### **Open Meetings Act Designated Officer**

Member Peterson moved to approve the Resolution Appointing Kendall County Open Meetings Act Designated Officer. Member Flowers seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.** 

A complete copy of Resolution 23-46 is available in the Office of the County Clerk.

#### SPECIAL COMMITTEE REPORTS

#### **Connect Kendall County Committee**

Member Bachmann stated that all 5 grants have been submitted. The estimated cost is \$71,891,350; 455 miles of broadband and 3.927 locations to be serviced.

#### **LIAISON REPORTS**

Member Peterson spoke about the VAC helping Veterans on all facets of life including coming together to donate enough money to help pay an individual's mortgage.

#### **CHAIRMAN'S REPORT**

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

#### APPOINTMENT(S)

Audra Hendrix – Ethics Commission – 2-year term – December 2025 Crystal Steinbach - Ethics Commission – 2-year term - December 2025 Russ Corneils - Ethics Commission - 2-year term – December 2025 Claire M. Wilson – Regional Plan Commission (Seward Twp) - 3-year term – December 2026 Dr. John Gleason – Board of Health – 3-year term- December 2026

#### **ADJOURNMENT**

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

Approved and submitted this 20th day of December 2023. Respectfully submitted by, Debbie Gillette Kendall County Clerk

#### KENDALL COUNTY BOARD ADJOURNED SEPTEMBER MEETING December 5, 2023

STATE OF ILLINOIS	)
COUNTY OF KENDALL	) SS )

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday, December 5, 2023, at 6:02 p.m. The Clerk called the roll. Members present: Chairman Matt Kellogg, Zach Bachmann, Brian DeBolt, Scott Gengler, Dan Koukol, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: Elizabeth Flowers and Jason Peterson.

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

#### PLEDGE OF ALLEGIANCE

Chairman Kellogg led the Pledge of Allegiance.

#### INVOCATION

John Conover from the Church of the Good Shepherd gave the invocation.

#### THE AGENDA

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

#### **SPECIAL RECOGNITION**

Taylor Cosgrove from Animal Control presented kittens that are up for adoption.

#### **PUBLIC COMMENT**

Margaret Sheehan spoke about Elections.

Alyssa Marrow from the Association for Individual Development spoke about their mobile crisis response.

John Conover spoke about mental health.

#### **CONSENT AGENDA**

Member Shanley moved to approve the consent agenda. Member Wormley seconded the motion.

- A. Approval of County Board Minutes from November 7, 2023
- B. Standing Committee Minutes Approval
- C. Approval of Claims in an amount not to exceed \$564,485.15
- D. Approve County Health Fund Levy 2023 payable 2024 in an amount not to exceed \$1,511,000
- E. Approve Veteran's Assistance Commission Fund Levy 2023 payable 2024 in an amount not to exceed \$512,516
- F. Approve Tuberculosis Fund Levy 2023 payable 2024 in an amount not to exceed \$30,000
- G. Approve Liability Insurance Fund Levy 2023 payable 2024 in an amount not to exceed \$1,345,300
- H. Approve Social Security Fund Levy 2023 payable 2024 in an amount not to exceed \$1,600,000
- I. Approve Illinois Municipal Retirement Fund Levy 2023 payable 2024 in an amount not to exceed \$2,400,000
- J. Approve County Bridge Fund Levy 2023 payable 2024 in an amount not to exceed \$500,000
- K. Approve County Highway Fund Levy 2023 payable 2024 in an amount not to exceed \$1,500,000
- L. Approve Extension Education Fund Levy 2023 payable 2024 in an amount not to exceed \$192,163
- M. Approve Senior Citizen Social Services Fund Levy 2023 payable 2024 in an amount not to exceed \$363,000
- N. Approve 708 Mental Health Fund Levy 2023 payable 2024 in an amount not to exceed \$1,045,147
- O. Approve General Fund Levy 2023 payable 2024 in an amount not to exceed \$15,043,725
- P. Approval of final just compensation in the amount of \$17,000.00 for land acquisition by eminent domain in County of Kendall v. Trevor Gedeika, et al, Kendall County Circuit Court Case No. 23 ED 4.
- Q. Approve Recommendations re: Change Orders for Phase 1 of the Fox Street Campus Expansion project as follows:

   Lite Construction: Precast topping slab added from Concrete Sub \$17,028. New Contract Amount = \$2,134,538.
   Plainfield Grading: Water main changes per Yorkville & EEI \$27,694; Undercuts due to bad soils for footings \$30,000. New Contract Amount = \$501,237.
  - 3. Premium Concrete: Insulation at basement foundation wall and eliminate MEP pad \$4,346; Eliminate pre-cast topping slab (\$17,028). New Contract Amount = \$786,166.
  - 4. ABBEY Paving: Street patching due to water main changes \$7,020. New Contract Amount = \$405,520.

    5. Jensen's Plumbing & Heating: Added mechanical for elevator shaft, required per Otis \$3,451. New Contract Amount = \$408,251.
  - 6. CSN Electric: Install (3) temporary flood lights for South lot \$2,937. New Contract Amount = \$978,122.

**C) COMBINED CLAIMS**: CIR CRT JDG \$3,286.40; CMD CRT SRV \$517.88, CNTY BRD \$482,597.41; CNTY TRSR \$6,119.40; JURY \$522.10; PROB SPVSR \$600.00; ROE \$1,731.76; ST ATTY \$1,070.00; TRSR \$20.30; FP \$21,671.03; SHF \$18,295.18; SHF \$28,053.69

#### STANDING COMMITTEE REPORTS

#### **Facilities**

Member DeBolt updated the board on the parking lot at the County Office Building and the USB system at the Public Safety Center.

#### **SPECIAL COMMITTEES**

Member Bachmann stated that the Connect Kendall County Commission is ready to submit the grants.

Member Gengler recapped the CMAP meeting he attended with County Administrator Christina Burns.

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

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

#### APPOINTMENT(S)

Dan Nagel (replacing Donald Brummel) - Rob Roy Drainage District - September 3, 2024

#### **ADJOURNMENT**

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

Approved and submitted this 6th day of December 2023.

Respectfully submitted by, Debbie Gillette Kendall County Clerk

#### **HIGHWAY COMMITTEE MINUTES**

**DATE:** December 12, 2023

**LOCATION:** Kendall County Highway Department

MEMBERS PRESENT: Zach Bachmann, Dan Koukol, and Brian DeBolt

**STAFF PRESENT:** Michele Riley and Francis Klaas

**ALSO PRESENT:** Sherry Schmidt, PJ Fitzpatrick, Scott Osborn, and Jeremy Hudek

The committee meeting convened at 3:30 P.M. with roll call of committee members. Gengler and Rodriguez absent. Quorum established.

Motion Bachmann; second DeBolt, to amend the agenda by moving item #15 – Citizens to be heard – in front of approval of the agenda. Motion approved unanimously.

Motion Bachmann; second DeBolt to approve the amended agenda. Motion approved unanimously.

Sherry Schmidt presented some information related to the recent fatal accident at the intersection of Sherrill Road and Grove Road. She lives at the SE corner of said intersection. She noted that there have been several fender benders and accidents at this intersection. The fatal accident, which involved her brother, involved a southbound tractor-trailer that ran the stop sign and hit her brother's truck. She asked if lights could be put on the stop signs, as well as putting up additional stop signs on the opposite side of the road. Koukol referenced the intersection of Route 52 and Grove Road, all the signing that has been installed, and how there continues to be many accidents. Sherry also suggested that flags be put on the stop ahead. She provided some pictures of safety measures that Grundy County had placed at some other intersections in Grundy County. Sherry thanked the highway crews for picking up all the truck parts and debris along the side of the roadway. She also suggested that Cross Traffic Does Not Stop signs be installed. Finally, she thought that the truck driver was lost and had no idea where he was. She thanked the committee for listening to all of her suggestions.

Motion Koukol; second DeBolt, to approve the Highway Committee meeting minutes from November 14, 2023. Motion approved unanimously.

Motion Koukol; second DeBolt to recommend approval of an ordinance granting variance to the Kendall County Highway Access Regulation Ordinance. Klaas indicated that he had received a request for access to the east side of Cannonball Trail north of Bristol Tap. Scott Osborn, a representative from TurningPoint Energy, presented information for the proposed solar farm that would be located on about 25 acres east of Cannonball Trail and north of the BNSF Railroad. The driveway would be located about midway between two other private access points. Klaas stated that Cannonball Trail is classified as an Access 5 Highway, meaning it is the least restrictive for access. There are many other access points along this roadway. The amount of traffic from a solar field, after construction, is extremely small; so he was supportive of the variance request. Koukol asked about other projects proposed by TurningPoint in Kendall County. Osborn discussed projects near Sandwich and others near Oswego, Plainfield, and Joliet, and why those projects were moving forward or not moving forward. This particular project, in the City of Yorkville, is moving forward. It does not currently have access to

Cannonball Trail along this frontage. After further consideration, motion approved unanimously.

Motion DeBolt; second Koukol to recommend approval of the low bid of D Construction, Inc. in the amount of \$2,248,144.36 for the replacement of the Ridge Road Bridge, Section 22-00167-00-BR. Klaas reported that there were 3 bidders on this project, and the low bid was nearly 30% below the engineer's estimate. DeBolt wondered why the bid was so low. Klaas thought that because D Construction was working on I-80, they had an advantage on the earthwork bid items. Motion approved unanimously.

Motion DeBolt; second Koukol to recommend approval of a resolution for maintenance under the Illinois Highway Code appropriating \$600,000 for the purchase of bulk rock salt and general maintenance of highways. Koukol asked if this was a normal number for the resolution. Klaas stated that the price of salt for the coming winter was \$78.56 per ton. It is anticipated that about \$250,000 will be spent on salt and another \$350,000 will be spent on pavement markings, bringing the total to \$600,000. These are MFT monies that are spent every year. Motion approved unanimously.

Motion DeBolt; second Koukol to recommend approval of a construction engineering services agreement between Kendall County and Hampton Lenzini and Renwick, Inc. in the amount of \$318,122 to provide construction management for the Galena Road – Cannonball Trail intersection improvement. Koukol asked why HLR was chosen for this work. Klaas stated that he liked to use the same engineers who designed the project as the construction managers. HLR provided PE1 and PE2 on the project, and so were the natural choice for PE3. Their fee is about 9% of the construction cost of the project, which Klaas believed fell right in line with typical costs for construction management. Those costs generally range between 8% and 10%. He also reminded the committee that the Village of Montgomery will be paying 25% of the cost of the construction engineering, as well as all their respective costs for the road improvements, estimated at \$1.3 million. Motion approved unanimously.

Motion Koukol; second Bachmann to recommend approval of an agreement for the County Engineer's Salary. Klaas stated that once every 6 years, the County must approve an agreement with IDOT to stay in the County Engineer's Salary Program, if desired. The agreement does not actually appropriate any money. It just keeps the County in the program. It allows the County to use federal funds for 50% of the County Engineer's Salary. Motion approved unanimously.

Under Chairman's Report, Bachmann discussed the idea of updating the Access Regulation Ordinance to more accurately depict the access classifications, as well as to perhaps look at classifying roadways that could become future county highways. Klaas stated that the original ordinance had been approved in 1999. Every county highway was assigned a classification from 1 to 5... 1 being the most restrictive; and 5 being the least restrictive. When the ordinance was originally drafted, it included some corridors that weren't under the County's jurisdiction, such as Lisbon Road south of Eldamain and Caton Farm Road west of Route 47. The question posed was whether the County should continue to show some of these corridors that are included in the 20-year plan as roadways that have an access classification. Bachmann discussed the idea of a static classification for roadways that exist today, and then perhaps a separate exhibit that addresses potential future corridors. Klaas concurred that this might be a good planning tool; and could be used for future petitions along these corridors that are requesting additional access.

The committee directed the county engineer to prepare a proposal for the committee to review at a future meeting.

Chairman Bachmann asked if there were any updates on the Millington-Millhurst intersection. Klaas stated that the County has come to agreement on one of the four parcels that needed to be acquired for better sight distance at the intersection. DeBolt asked whether there had been any other signs or lights installed along the Millington Road corridor. He also asked how much it cost to install blinker stop signs at an intersection. Klaas stated that it costs approximately \$3,000 to install 2 blinker signs. He indicated that blinking signs had already been installed at the 2 busiest intersections. DeBolt also discussed the idea of rumble strips. Klaas reiterated his concern that rumble strips are not very effective. Bachmann thought that recent calls about this intersection just wanted to make sure that the County was doing something, and callers weren't necessarily concerned about what specific things were being done. DeBolt was just wondering if there was anything else that could be done. He asked how many intersections the County has. Klaas did not know. Members discussed the idea of installing safety equipment at every intersection.

DeBolt circled back to the discussion about the Sherrill-Grove intersection and recent fatal accident. Klaas stated that the accident was horrific, and it was Sherry's brother; so it was very personal. He didn't want to be argumentative; but he stated that up until that fatal accident, there had only been 3 crashes in 5 years, and none of them involved a semi. Perhaps there have been some near misses or unreported accidents; but 3 crashes in 5 years would make this one of the safest intersections in the county. He asked if the committee wanted to spend thousands of dollars at that intersection. It didn't seem to make sense. He stated that it doesn't take away from the tragedy. It was a horrible thing that happened. DeBolt said that we haven't had any crashes at locations where blinker signs have been installed. Klaas disagreed stating that there had been multiple crashes at Route 47 & Walker Road where the County recently installed blinker stop signs. Klaas thought that if you put blinker stop signs everywhere they will lose their effectiveness. The reason they're effective is because you don't see them everywhere. DeBolt and Klaas agreed that they just wanted to find a way to increase safety at these intersections. Klaas suggested that there might be consideration for installing some of the smaller, solar-powered blinking signs above the stop signs. Bachmann talked about the reasons he contacted State legislators about some of the intersections in Kendall County, and the desire to improve safety. He was generally in favor of the smaller blinking signs as well. Klaas suggested the idea of developing a safety matrix that would make recommendations for specific safety improvements. Bachmann thought a simple scoring system might be effective. Committee discussed the excess speeding and inattentive driving that seems to be rampant these days. After further deliberation, Bachmann suggested that the committee members consider some of these alternatives; and Klaas volunteered to bring back more information regarding county intersections to the January meeting, so that the committee can make informed decisions.

Motion Koukol; second DeBolt to forward Highway Department bills for the month of December in the amount of \$1,153,427.33. Klaas stated that \$1 million of the total amount was for the intersection improvements at Ridge Road & 143<sup>rd</sup> Street. Koukol asked about the \$350 clothing allowance. He confirmed that this occurs every December and has been the same amount for several years. He also asked if this was sufficient. Klaas stated that he would like to take it to \$400 with the Board's approval, but it was already set at \$350 for FY24. Koukol asked Klaas to make a mental note to increase the amount next fiscal year. Motion approved unanimously.

Motion DeBolt; second Koukol to adjourn the meeting at 4:27 PM. Motion carried unanimously.

Respectfully submitted,

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

#### **Action Items**

- 1. An ordinance granting variance to the Kendall County Highway Access Regulation Ordinance
- 2. Resolution approving the low bid of D Construction, Inc. in the amount of \$2,248,144.36 for the replacement of the Ridge Road Bridge, Section 22-00167-00-BR
- 3. Resolution for Maintenance under the Illinois Highway Code appropriating \$600,000 for the purchase of bulk rock salt and general maintenance of highways
- 4. Construction Engineering Services Agreement between Kendall County and Hampton Lenzini and Renwick, Inc. in the amount of \$318,122 to provide construction management for the Galena Road Cannonball Trail intersection improvement
- 5. Agreement for County Engineer's Salary

# COUNTY OF KENDALL, ILLINOIS CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT GRANT FINANCIAL REPORT June 30, 2023

COUNTY OF KENDALL, ILLINOIS
Coronavirus Aid, Relief, and Economic Security Act Program

Year Ended June 30, 2023 Table of Contents

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**CERTIFIED PUBLIC ACCOUNTANTS** 

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CATE MOULTON, CPA KYLE SHEPPARD, CPA MADISON SCHEEL, CPA CHRIS CHRISTENSEN JESSIKA MCGARVEY

#### **Independent Auditors' Report**

To the Chairman and Members of the County Board County of Kendall, Illinois

#### Report on the Audit of the Financial Statements

#### Opinion

We have audited the accompanying financial statements of the Coronavirus Aid, Relief, and Economic Security Act Program Agreement of the County of Kendall, Illinois, (the "County") which is comprised of the annual financial report for the year ended June 30, 2023, and the related notes to the financial statements.

In our opinion, the Coronavirus Aid, Relief, and Economic Security Act Program Agreement Annual Financial Report referred to above presents fairly, in all material respects, the revenues and expenses of the Coronavirus Aid, Relief, and Economic Security Act Program Agreement of the County of Kendall, Illinois, for the year ended June 30, 2023, in accordance with the financial reporting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation as described in Note 1.

#### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Coronavirus Aid, Relief, and Economic Security Act Program Agreement of the County of Kendall, Illinois and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Emphasis of Matter - Basis of Accounting**

We draw attention to Note 1 of the financial statement, which describes the basis of accounting. The financial statement is prepared on the basis of the financial reporting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

#### Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting as described in Note 1; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether
  due to fraud or error, and design and perform audit procedures responsive to those risks.
   Such procedures include examining, on a test basis, evidence regarding the amounts and
  disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
  procedures that are appropriate in the circumstances, but not for the purpose of
  expressing an opinion on the effectiveness of the Coronavirus Aid, Relief, and Economic
  Security Act Program Agreement of the County of Kendall, Illinois' internal control.
  Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the
  aggregate, that raise substantial doubt about the Coronavirus Aid, Relief, and Economic
  Security Act Program Agreement of the County of Kendall, Illinois' ability to continue as a
  going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### **Restriction of Use**

This report is intended solely for the information and use of the County Board and management of Kendall County, Illinois and for filing with the State of Illinois, Department of Transportation Division of Public and Intermodal Transportation, and is not intended to be and should not be used by anyone other than those specified parties.

Mack & Associates, P.C.

**Certified Public Accountants** 

Mack & Associates, P. C.

Morris, Illinois December 1, 2023

#### Required Audited Schedule of Revenues and Expenses under the CARES Act Grant OP-21-21-CARE Operating Period January 20, 2020 to June 30, 2023 Contract Number

#### **Expenses**

		Actual Administrative	Actual Operating	
Line Item	Eligible Expenses	Expenses	Expenses	Total
501	Labor			
502	Fringe Benefits			
503	Services			
504.01	Fuel and Oil			
504.02	Tires and Tubes			
504.99	Other Materials			
505	Utilities			
506	Casualty and Liability			
507	Taxes			
508	Purchase of Service		363,041.51	363,041.51
509	Miscellaneous			
511	Interest Expense			
512	Lease and Rentals			
	Other:			
			4000 044 54	
	Total Expenses		\$363,041.51	\$363,041.51

Revised 06/16/21 DPIT OP-ASRE-CARES

## Required Audited Schedule of Revenues and Expenses under the CARES Act Grant OP-21-21-CARE Operating Period January 20, 2020 to June 30, 2023 Contract Number

#### **Expenses**

	Administrative Expenses	Operating Expenses	Total	
1) Expenses: Per Single Audit		\$363,042	\$363,042	
Less: Ineligible Expenses per Single Audit				7
3) Net Eligible Expenses ((1)-(2))		\$363,042	\$363,042	
4) Less: CARES Operating Revenues		\$0	\$0	
(From Page 1)		\$363,042		
5) CARES Operating Deficit ((3)-(4))		\$303,042	#000.040	
6) CARES Deficit ((3)-(4))		1000	\$363,042	
7) CARES Reimbursement %	х 0%	x 100%		_
				Gra To
A)Eligible Reimbursement Per Percentages		\$363,042		\$363
B) Funding Limits per Contract				\$378,
C) Maximum Section CARES Reimbursement: (Lesser of Totals for (A) or (B))			\$363,042	\$363,
D) Less: IDOT Payments-Section CARES				0 00
Reimbursement to Grantee				\$ 36
E) Amount (Over) Under Paid ((C)-(D))				\$0.
F) Grantee Local Match Requirement (Operating Deficit-(C))			\$0	
	AMOUNTS			
GRANTEE MATCH SOURCES	AMOUNTS			
Downstate Operating Grant	AMOUNTS		the revenues and	
Downstate Operating Grant Local Contracts	AMOUNTS	claimed for n	eimbursement are	e
Downstate Operating Grant	AMOUNTS	claimed for n adequately s	eimbursement are upported and the	e
Downstate Operating Grant Local Contracts In-Kind Services, Subsidies, Donations	AMOUNTS	claimed for n adequately s approved co	eimbursement are upported and the st allocation plan	e
Downstate Operating Grant Local Contracts	AMOUNTS	claimed for n adequately s approved co. (if applicable	eimbursement are upported and the	e ed as
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Downstate Operating Grant Local Contracts In-Kind Services, Subsidies, Donations  TOTAL LOCAL MATCH (Must equal (F))  LOCAL TRANSIT FUNDS RETAINED (CARRY FORWAR BEGINNING CARRY FORWARD (C.F.A.) BALANCE FY Local Transit (Local Contracts) Amounts Received		claimed for n adequately s approved co. (if applicable provided in tl  Prepared By Title Reviewed By/PCOM Date CPA Approval	eimbursement are upported and the st allocation plan ) has been follow he project budget : Justin Dooley : Finance Directo	e ed as
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Coronavirus Aid, Relief, and Economic Security Act Program

Year Ended June 30, 2023 Notes to Financial Statements

#### **NOTE 1: Summary of Significant Accounting Policies**

The Governmental Accounting Standards Board (GASB) is the accepted standardsetting body for establishing governmental accounting and financial reporting principles. The most significant of the County of Kendall's (the "County") accounting policies are described below.

#### A. Basis of Presentation

The financial statement presents a comparison between direct expenditures and program revenues for the Coronavirus Aid, Relief, and Economic Security Act Program. Direct expenditures are those that are specifically associated with these programs. Program revenues include grants that are restricted to meeting the operational or capital requirements of the programs, and interest earned on grants that is required to be used to support the program.

#### B. Measurement Focus and Basis of Accounting

The financial statement is prepared using the accrual basis of accounting. This means that all revenues earned and expenditures incurred are reported in the financial statement. The Schedule of Revenue and Expenses is a reporting format in accordance with provisions of the grant agreement between the Illinois Department of Transportation and Kendall County, Illinois. Such financial information includes only the revenues and expenses as promulgated within the format of the prescribed form.

#### **NOTE 2: Grant Agreements**

Coronavirus Aid, Relief, and Economic Security Act Grant

The Agreement is made by and between the Illinois Department of Transportation, Division of Public and Intermodal Transportation (the "State"), and the County of Kendall (the "County").

The County proposes to provide public transportation services in a Non-urbanized area of Illinois (the "project"), as described in the County's final approved application.

The State has applied under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), to the Federal Transit Administration (FTA) for federal operating, capital and administrative assistance for this Project.

The State's application has been approved by the FTA, and the County represents that it is an eligible recipient and has made application to the State for a public transportation grant under the provisions of Illinois Compiled Statutes 20 ILCS 2705/49, et seq. and 30 ILCS 740/1 et seq. (the "Acts"), and the County's final application, including subsequent submittals, information, and documentation, as provided by the County in support thereof, has been approved by the State.

Coronavirus Aid, Relief, and Economic Security Act Program

Year Ended June 30, 2023 Notes to Financial Statements

#### **NOTE 2: Grant Agreements (Continued)**

Coronavirus Aid, Relief, and Economic Security Act Grant (Continued)

In consideration of the mutual covenants, the parties agree that the above recitals are made a part of this Agreement, that this Agreement is made to provide federal financial assistance (the "Grant") to the County, to set forth the terms and conditions upon which the Grant will be made available, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, used, and completed.

#### Definitions as used in this Agreement

- A. "AICPA" means the American Institute of Certified Public Accountants.
- B. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- C. "OMB" means the U.S. Office of Management and Budget.

#### Project Scope

The County agrees to provide, or cause to be provided through its contractor(s), the public transportation services described in the County's final approved application, and the service plan on file at the State's offices and subsequent submittals, information, and documentation, provided by the County in support thereof, all as approved by State representatives. The County's application and service plan are incorporated into this Agreement.

#### Project Budget

The State will fund up to 100% of eligible operating deficit incurred by the County during the Term to reimburse the County for the provision of public transportation and intercity bus service, as approved by the State for the Project, up to the amount as stated in the Uniform Budget. The method for determining the intercity bus portion of the project shall be in accordance with the Department's guidelines, as from time to time adopted.

In no event shall the State's funding participation under this Agreement exceed the total State Grant available for the Project. The maximum amount of operating and administrative assistance for the Project under this Agreement is \$363,042.

Coronavirus Aid, Relief, and Economic Security Act Program

Year Ended June 30, 2023 Notes to Financial Statements

#### **NOTE 2: Grant Agreements (Continued)**

Coronavirus Aid, Relief, and Economic Security Act Grant (Continued)

#### Project Budget (Continued)

The County further understands that the State shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100% of the Project Cost. In the event payment or reimbursement by the State results in receipt by the County from all sources a total amount in excess of 100% of the Project Costs, the State does not waive its right to require the County to promptly refund any excess funds provided under this Agreement. The determination of any refund due to the State will be made after project close-out and completion of an audit.

The County shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the Uniform Budget. Budget line items may be adjusted by the County with prior notification of the Department. However, any amendment to the Uniform Budget should be in accordance with the provisions of Article VI and Article XXVI, Section 26.5 of this agreement. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

#### **NOTE 3: Contingencies**

#### **Grant Revenues**

The Coronavirus Aid, Relief, and Economic Security Act grant program is created from funding from a state grant which is governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant program are subject to audit and adjustment by the granting agencies. Any disallowed claims resulting from such audits could become a liability of the County. In the opinion of the County, any such disallowed claims will not have a material adverse effect on the overall financial position of the County.

#### **NOTE 4: Subsequent Events**

#### **Grant Revenues**

As of June 30, 2023, the County was due \$0 from the Illinois Department of Transportation for the Coronavirus Aid, Relief, and Economic Security Act Grant.

COUNTY OF KENDALL, ILLINOIS
SECTION 5311 GRANT
FINANCIAL REPORT
June 30, 2023

### **COUNTY OF KENDALL, ILLINOIS**Section 5311 Grant

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#### CERTIFIED PUBLIC ACCOUNTANTS

#### **Independent Auditors' Report**

To the Chairman and Members of the County Board County of Kendall, Illinois

#### Report on the Audit of the Financial Statements

#### **Opinion**

We have audited the accompanying financial statements of the Section 5311 Grant Agreement of the County of Kendall, Illinois, (the "County") which is comprised of the annual financial report for the year ended June 30, 2023, and the related notes to the financial statements.

In our opinion, the Section 5311 Grant Agreement Annual Financial Report referred to above presents fairly, in all material respects, the revenues and expenses of the Section 5311 Grant Agreement of the County of Kendall, Illinois, for the year ended June 30, 2023, in accordance with the financial reporting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation as described in Note 1.

#### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Section 5311 Grant Agreement of the County of Kendall, Illinois and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Emphasis of Matter - Basis of Accounting**

We draw attention to Note 1 of the financial statement, which describes the basis of accounting. The financial statement is prepared on the basis of the financial reporting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

#### Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting as described in Note 1; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether
  due to fraud or error, and design and perform audit procedures responsive to those risks.
   Such procedures include examining, on a test basis, evidence regarding the amounts and
  disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
  procedures that are appropriate in the circumstances, but not for the purpose of
  expressing an opinion on the effectiveness of the Section 5311 Operating Assistance
  Grant Agreement of the County of Kendall, Illinois' internal control. Accordingly, no such
  opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Section 5311 Operating Assistance Grant Agreement of the County of Kendall, Illinois' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### **Restriction of Use**

This report is intended solely for the information and use of the County Board and management of Kendall County, Illinois and for filing with the State of Illinois, Department of Transportation Division of Public and Intermodal Transportation, and is not intended to be and should not be used by anyone other than those specified parties.

Mack & Associates, P.C.

**Certified Public Accountants** 

Mack & Associates, P. C.

Morris, Illinois December 1, 2023

#### **County of Kendall**

## Section 5311 Annual Financial Report Operating Period July 1, 2022 to June 30, 2023 Contract Number 22-0338-27109

#### Revenue

Line Item	Description	Total
401	Passenger Fares/ Donations	
402	Special Transit Fares	
405	Charter Service	
406	Auxiliary Transportation	
407	Non-Transportation Revenue	
440	Other:	
	Total Revenue	\$0
	Less: Non- 5311 Operating Revenues	
	Section 5311 Operating Revenue	\$0

#### **Expenses**

		Actual Administrative	Actual Operating	
Line Item	Eligible Expenses	Expenses	Expenses	Total
501	Labor			\$0.00
502	Fringe Benefits			\$0.00
503	Services			\$0.00
504.01	Fuel and Oil			\$0.00
504.02	Tires and Tubes			\$0.00
504.99	Other Materials			\$0.00
505	Utilities			\$0.00
506	Casualty and Liability			\$0.00
507	Taxes			\$0.00
508	Purchase of Service	69,520.92	0.00	\$69,520.92
509	Miscellaneous			\$0.00
511	Interest Expense			0.00
512	Lease and Rentals			
	Other:			
	Total Expenses	\$69,520.92	\$0.00	\$69,520.92

Revised 7/21/15

## County of Kendall Operating Period July 1, 2022 to June 30, 2023 Section 5311 Grant Reimbursement

	Administrative Expenses	Operating Expenses	Total	]
1) Expenses: Per Single Audit	\$69,521	\$0	\$69,521	
2) Less: Ineligible Expenses per Single Audit	\$0	\$0	\$0	
3) Net Eligible Expenses ((1)-(2))	\$69,521	\$0	\$69,521	1
4) Less: Section 5311Operating Revenues (From Page 1)		\$0	\$0	
5) Section 5311 Operating Deficit ((3)-(4))		\$0		
6) Section 5311 Deficit ((3)-(4))			\$0	1
7) Section 5311 Reimbursement %	x 80%	x 50%		
				Grant
A)Eligible Reimbursement Per Percentages	\$55,617	\$0		<b>Total</b> \$55,617
B) Funding Limits per Contract				\$55,578
C) Maximum Section 5311 Reimbursement: (Lesser of Totals for (A) or (B))			\$55,578	\$55,578
E) Amount (Over) Under Paid ((C)-(D))				\$0.00
F) Grantee Local Match Requirement (Operating Deficit-(C))			\$0	

GRANTEE MATCH SOURCES	AMOUNTS
Downstate Operating Grant	\$0
Local Contracts	\$0
In-Kind Services, Subsidies, Donations	
TOTAL LOCAL MATCH (Must equal (F))	\$0
LOCAL TRANSIT FUNDS RETAINED (CARRY FORV	VARD ACCOUNT)
BEGINNING CARRY FORWARD (C.F.A.) BALANCE	\$0
FY Local Transit (Local Contracts) Amounts Received	\$529,113
Less expended for Operating	(\$529,113)
ENDING CARRY FORWARD (C.F.A.) BALANCE	\$0

I certify that the revenues and costs claimed for reimbursement are adequately supported and the approved cost allocation plan (if applicable) has been followed as provided in the project budget.

	Justin Dooley Finance Director
Reviewed By/PCOM:	
Date:	11/13/2023
CPA Approval:	
Date:	

Revised 7/21/15

Section 5311 Grant

Notes to Financial Statements Year Ended June 30, 2023

#### NOTE 1: Summary of Significant Accounting Policies

The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The most significant of the County of Kendall's (the "County") accounting policies are described below.

#### A. Basis of Presentation

The financial statement presents a comparison between direct expenditures and program revenues for the Section 5311 Grant. Direct expenditures are those that are specifically associated with these programs. Program revenues include grants that are restricted to meeting the operational or capital requirements of the programs, and interest earned on grants that is required to be used to support the program.

#### B. Measurement Focus and Basis of Accounting

The financial statement is prepared using the accrual basis of accounting. This means that all revenues earned and expenditures incurred are reported in the financial statement. The Schedule of Revenue and Expenses is a reporting format in accordance with provisions of the grant agreement between the Illinois Department of Transportation and County of Kendall, Illinois. Such financial information includes only the revenues and expenses as promulgated within the format of the prescribed form.

#### **NOTE 2: Grant Agreements**

Section 5311 Grant

This agreement is made by and between the State of Illinois (the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (the "Department"), and the County.

Whereas, the County proposes to provide public transportation services in non-urbanized area of downstate Illinois (the "Project"); and

Whereas, the Department has applied under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), to the Federal Transit Administration (the "FTA") for federal operating, capital, and administrative assistance for this Project; and

Whereas, the Department's application has been approved by the FTA; and

Whereas, the County represents that is an eligible recipient and has made application to the Department for a public transportation grant under the provisions of Illinois Compiled Statutes 20 ILCS 2705/49, et seq. and 30 ILCS 740/1 et seq. (the "Acts"), and

Section 5311 Grant

Notes to Financial Statements Year Ended June 30, 2023

#### NOTE 2: Grant Agreements (Continued)

Section 5311 Grant (Continued)

Whereas, the County's final application, including subsequent submittals, information, and documentation, as provided by the County in support thereof, has been approved by the Department.

In consideration of the mutual covenants, the parties agree that the above recitals are made a part of this Agreement, that this Agreement is made to provide federal financial assistance (the "Grant") to the County, to set forth the terms and conditions upon which the Grant will be made available, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, used, and completed. The parties further agree as follows:

#### Definitions as used in this Agreement

- A. "AICPA" means the American Institute of Certified Public Accountants.
- B. "Contractor" or "Third Party Contractor" means or refers to vendor or contractor retained by the County in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the County in connection with this agreement.
- C. "FHWA" means the Federal Highway Administration of the United States Department of Transportation.
- D. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- E. "Government" means both the government of the United States of America and/or State of Illinois.
- F. "Non-Metro", "Non-Urbanized" refers synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.
- G. "OMB" means the U.S. Office of Management and Budget
- H. "Project" means the mass transportation project for which grant funds are to be used by the County pursuant to this Agreement, as described in the County's final approved application.

Section 5311 Grant

Notes to Financial Statements Year Ended June 30, 2023

#### NOTE 2: Grant Agreements (Continued)

Section 5311 Grant (Continued)

#### Definitions as used in this Agreement (Continued)

- "Project Costs" means the sum of eligible costs incurred in performing the work on the Project, including work done by the County, less proceeds from sale of scrap and replaced assets.
- J. "Project Facilities" means any asset, including but not limited to fixed facilities, rolling stock, equipment, real property, and office furniture, purchased with funds paid to the County pursuant this Agreement.
- K. "Section 5311" (formerly known as "Section 18") refers to the "Formula Grant Program for Areas Other than Urbanized Areas" section of the Federal Transit Act of 1992, as amended. See 49 U.S.C. Section 5311. "Section 5311" may also include subsection 5311(f) involving "Intercity Bus Transportation." See 49 U.S.C. Section 5311(f).
- L. "U.S. DOT" means United States Department of Transportation.

#### The Project

The County agrees to provide, or cause to be provided through its contractor(s), the public transportation services described in the County's final approved application, program of proposed expenditures ("POPE"), and the service plan on file at the Department's offices and subsequent submittals, information, and documentation, provided by the County in support thereof, all as approved by Department representatives. The County's application and service plan are incorporated into this Agreement.

#### **Amount of Grant**

Pursuant to 49 USC 5311, the Department will fund up to 50% of eligible operating deficit and up to 80% of eligible administration expenses incurred by the County (and/or County's contractor) during state fiscal year 2023 (the "fiscal year") to reimburse the County for the provision of public transportation and intercity bus service, as approved by the Department for the Project, up to the amount as stated in the Approved Project Budget ("Federal Funds"). The maximum amount of Federal Funds for the Project under this agreement is \$55,578. The method for determining the intercity bus portion of the project shall be in accordance with the Department's guidelines, as from time to time adopted.

In no event shall the Department's funding participation under this Agreement exceed the total Department Grant available for the Project.

Section 5311 Grant

Notes to Financial Statements Year Ended June 30, 2023

#### **NOTE 2: Grant Agreements (Continued)**

Section 5311 Grant (Continued)

#### Amount of Grant (Continued)

The County agrees that it will provide, or cause to be provided, from sources other than from this Agreement, sufficient funds in an amount, when combined with the funds received from the Government pursuant to this Agreement, shall equal 100% of the total Project Cost.

The County further understands that the Department shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100% of the Project Cost. In the event payment or reimbursement by the Department results in receipt by the County from all sources a total amount in excess of 100% of the Project Costs, the Department does not waive its right to require the County to promptly refund any excess funds provided under this Agreement. The determination of any refund due to the Department will be made after project close out and completion of an audit.

#### The Project Budget

The County shall carry out the Project and shall incur obligations against and make disbursements of Project Funds only in conformity with the latest Approved Project Budget. Budget line items may be adjusted by the County with prior notification of the Department. However, any amendment to the Approved Project Budget should be in accordance with the provisions of ITEM 35. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

#### **NOTE 3: Contingencies**

#### Grant Revenues

The County 5311 Grant Program is created from funding from a federal grant which is governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant program are subject to audit and adjustment by the granting agencies. Any disallowed claims resulting from such audits could become a liability of the County. In the opinion of the County, any such disallowed claims will not have a material adverse effect on the overall financial position of the County.

#### **NOTE 4: Subsequent Events**

#### **Grant Revenues**

As of June 30, 2023, the County was due \$0 from the Illinois Department of Transportation for the Section 5311 Grant.

# COUNTY OF KENDALL, ILLINOIS ILLINOIS DOWNSTATE OPERATING ASSISTANCE GRANT FINANCIAL REPORT June 30, 2023

Illinois Downstate Operating Assistance Program

Year Ended June 30, 2023 Table of Contents

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Notes to Financial Statement	6 - 8



CERTIFIED PUBLIC ACCOUNTANTS .

116 E. Washington Street Suite One Morris, Illinois 60450

Phone: (815) 942-3306 Fax: (815) 942-9430 www.mackcpas.com TAWNYA R. MACK, CPA LAURI POPE, CPA

CATE MOULTON, CPA KYLE SHEPPARD, CPA MADISON SCHEEL, CPA CHRIS CHRISTENSEN JESSIKA MCGARVEY

#### **Independent Auditors' Report**

To the Chairman and Members of the County Board County of Kendall, Illinois

#### Report on the Audit of the Financial Statements

#### **Opinion**

We have audited the accompanying financial statements of the Illinois Downstate Operating Assistance Program Agreement of the County of Kendall, Illinois, (the "County") which is comprised of the annual financial report for the year ended June 30, 2023, and the related notes to the financial statements.

In our opinion, the Illinois Downstate Operating Assistance Program Agreement Annual Financial Report referred to above presents fairly, in all material respects, the revenues and expenses of the Illinois Downstate Operating Assistance Program Agreement of the County of Kendall, Illinois, for the year ended June 30, 2023, in accordance with the financial reporting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation as described in Note 1.

#### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Illinois Downstate Operating Assistance Program Agreement of the County of Kendall, Illinois and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Emphasis of Matter - Basis of Accounting**

We draw attention to Note 1 of the financial statement, which describes the basis of accounting. The financial statement is prepared on the basis of the financial reporting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

#### Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting as described in Note 1; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether
  due to fraud or error, and design and perform audit procedures responsive to those risks.
   Such procedures include examining, on a test basis, evidence regarding the amounts and
  disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
  procedures that are appropriate in the circumstances, but not for the purpose of
  expressing an opinion on the effectiveness of the Illinois Downstate Operating Assistance
  Program Agreement of the County of Kendall, Illinois' internal control. Accordingly, no
  such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Illinois Downstate Operating Assistance Program Agreement of the County of Kendall, Illinois' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### **Restriction of Use**

This report is intended solely for the information and use of the County Board and management of Kendall County, Illinois and for filing with the State of Illinois, Department of Transportation Division of Public and Intermodal Transportation, and is not intended to be and should not be used by anyone other than those specified parties.

Mack & Associates, P. C. Mack & Associates, P.C.

Certified Public Accountants

Morris, Illinois December 1, 2023

#### Grantee:

#### **Kendall County**

#### SCHEDULE OF REVENUE AND EXPENSE

#### under DOWNSTATE OPERATING ASSISTANCE GRANT OP- 23 -21-IL

for the Year Ended June 30, 2023 (Page 1 of 2)

Operating Reven	use and Income	
401	Passenger fares for transit services	48,146.08
402	Special transit fares	40,140.00
	School Bus Service	
403 404		<del></del>
	Freight Tariffs	
405	Total charter service revenues	<del></del>
406	Auxiliary revenue	
407	Non-transportation revenue	<del></del>
407 .99	Sec. 5307 force acct & admin cost reimbursement	
409	Local Cash Grants and Reimbursements	
411	State cash grants and reimbursement - other than	
	Downstate Operating Assistance	
412	State special fare assistance	
413	Federal cash grants & reimbursement	55,578.00
413 .99	Sec. 5307 capital funds applied to state eligible op. expenses	320,000.00
.99	Job Access Reverse Commute & New Freedom	<u> </u>
440	Subsidy from other sectors of operations	-
	Total Operating Revenues	423,724.08
Operating Expen	ene	
501	Labor	5,984.90
502	Fringe benefits	3,364.30
	Professional services	_
503		
504	Materials & supplies consumed	
505	Utilities	
506	Casualty & liability	
507	Taxes	4 440 454 74
508	Net purchased transportation	1,440,454.74
509	Miscellaneous expense	
511	Interest expense	-
512	Leases, rentals, and purchase-lease payments	
518	Total Operating Expenses	1,446,439.64
	Ineligible Expenses:	
	APTA and IPTA dues	
	Other: Depreciation \$ -	
	Fundraising \$ -	
	In Kind Lease	
	III TAIRG LOGGO	
	Less Total Ineligible Expenses	
	Total Eligible Operating Expenses	1,446,439.64
	I Viai Eligible Operating Expenses	1,770,700.07

Revised 02/18/14

## Kendall County SCHEDULE OF REVENUE AND EXPENSE under DOWNSTATE OPERATING ASSISTANCE GRANT OP- 23 -21-IL for the Year Ended June 30, 2023 (Page 2 of 2)

	Total Eligible Operating Expenses			1,446,439.64
	Total Operating Revenue & Income			423,724.08
	Deficit			1,022,715.56
	65% of Eligible Expense			940,185.77
	Maximum Contract Amount			1,300,000.00
	FY 23 Eligible Downstate Operating Assistance (Deficit, 65% of eligible expense, or maximum contract amount, whichever is less)	•	,	940,185.77
	765,120.84			
	175,064.93			
	FY 23 Downstate Operating Assistance (Over)	Under Paid		•
Prepared By:	Justin Dooley	Title:	Finance Director	
Reviewed by	PCOM:	Date:		
Reviewed by Authorized R	Grantee: Representative	Date:	7	

Revised 02/18/14

Illinois Downstate Operating Assistance Program

Year Ended June 30, 2023 Notes to Financial Statements

#### NOTE 1: Summary of Significant Accounting Policies

The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The most significant of the County of Kendall's (the "County") accounting policies are described below.

#### A. Basis of Presentation

The financial statement presents a comparison between direct expenditures and program revenues for the Illinois Downstate Operating Assistance Program. Direct expenditures are those that are specifically associated with these programs. Program revenues include grants that are restricted to meeting the operational or capital requirements of the programs, and interest earned on grants that is required to be used to support the program.

#### B. Measurement Focus and Basis of Accounting

The financial statement is prepared using the accrual basis of accounting. This means that all revenues earned and expenditures incurred are reported in the financial statement. The Schedule of Revenue and Expenses is a reporting format in accordance with provisions of the grant agreement between the Illinois Department of Transportation and Kendall County, Illinois. Such financial information includes only the revenues and expenses as promulgated within the format of the prescribed form.

#### **NOTE 2: Grant Agreements**

Downstate Operating Assistance Grant

This agreement is made by and between the State of Illinois (the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (the "Department"), and the County.

Whereas, the County proposes to provide public transportation services in a downstate area of Illinois (the "Project");

Whereas, the County has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 et seq., (the "Act"); the Department's implementing regulations there under (92 Illinois Administrative Code Part 653, (the "Rules")) and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (the "Standard Forms"); and the Department has approved the County's application and has certified to the Illinois Department of Revenue the County's boundaries and its eligibility to participate under the Act;

Illinois Downstate Operating Assistance Program

Year Ended June 30, 2023 Notes to Financial Statements

#### NOTE 2: Grant Agreements (Continued)

Downstate Operating Assistance Grant (Continued)

Now therefore, in consideration of the mutual covenants set forth herein, this Agreement is made to provide state operating assistance funds to the County and set forth the terms and conditions of such assistance.

#### Definitions as used in this Agreement

- A. "AICPA" means the American Institute of Certified Public Accountants.
- B. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- C. "OMB" means the U.S. Office of Management and Budget.

#### Project Scope

The County agrees to provide the public transportation services described in its final approved application and program proposed expenditures ("POPE") approved by the Department, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. The County shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the Department.

#### Project Budget

Under the Act, the Department enters into this Grant Agreement to implement the County's approved program of expenditures, within the following condition:

The County shall be paid under this agreement sixty-five percent (65%) of the County's eligible operating expenses incurred during fiscal year 2023, up to the corresponding identical or minimally different appropriation amount provided by Public Act 97-0731, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7(b)), and provided that the amount paid under this Agreement together with any operating assistance received by the County from any other state or local agency for fiscal year 2023 does not exceed the County's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the maximum amount of \$1,300,000 (federal and state funds), subject to the limitations set forth above, the Act and the Rules.

Illinois Downstate Operating Assistance Program

Year Ended June 30, 2023 Notes to Financial Statements

#### **NOTE 2: Grant Agreements (Continued)**

Downstate Operating Assistance Grant (Continued)

#### Project Budget (Continued)

In the event that the County receives an amount in excess of the amount provided to be paid to the County, or the combined state and local operating assistance grants for fiscal year 2023 exceed the County's actual operating deficit for that year, the County agrees to remit to the State any excess funds received.

For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (3NN0 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

The County agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

#### **NOTE 3: Contingencies**

#### **Grant Revenues**

The County Downstate Operating Assistance Grant Program is created from funding from a state grant which is governed by various rules and regulations of the grantor agencies Costs charged to the respective grant program are subject to audit and adjustment by the granting agencies. Any disallowed claims resulting from such audits could become a liability of the County. In the opinion of the County, any such disallowed claims will not have a material adverse effect on the overall financial position of the County.

#### **NOTE 4: Subsequent Events**

#### **Grant Revenues**

As of June 30, 2023, the County was due the fourth quarter grant requests for state fiscal year 2023. The County was due a total of \$175,065, which was received in July and August 2023.



#### Kendall County Agenda Briefing

**Meeting Type:** Economic Development and Administration

**Meeting Date:** 12/20/2023

**Subject:** Kendall Area Transit Financial Audits

**Prepared by:** Jennifer Breault, Financial Analyst & KAT Program Compliance Oversight

Monitor (PCOM)

**Department:** Administration

#### **Action Requested:**

Approval of Audits

#### **Board/Committee Review:**

Approval of Kendall Area Transit IL Downstate Operating Assistance (DOAP) Grant Financial Report June 30, 2023

Approval of Kendall Area Transit Section 5311 Grant Financial Report June 30, 2023 Approval of Kendall Area Transit Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Financial Report June 30, 2023

#### **Fiscal impact:**

None

#### **Background and Discussion:**

Kendall County auditor Mack & Associates completed the audit for Kendall Area Transit grants for the period July 1, 2022 – June 30, 2023. All Kendall Area Transit grants received a clean audit. This means that in the opinion of the auditor, the financial reports present fairly, in all material respects, the revenues and expenses, in accordance with the financial reporting provisions of the IL Department of Transportation (IDOT) Division of Public and Intermodal Transportation.

#### **Staff Recommendation:**

Approval of Kendall Area Transit Audits

#### **Attachments:**

Section 5311 Audit, DOAP Audit, CARES Audit

## INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY, THE VILLAGE OF OSWEGO, AND OSWEGOLAND PARK DISTRICT RELATING TO THE INSTALLATION OF TRAFFIC SIGNALS AT PLAINFIELD ROAD AND WOOLLEY ROAD, SECTION 23-00172-00-TL

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County"), the Village of Oswego, a municipal corporation of the State of Illinois ("Oswego") and the Oswegoland Park District, a unit of local government of the State of Illinois ("District").

#### **WITNESSETH:**

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

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

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and

WHEREAS, it is deemed to be in the best interest of Kendall County and the motoring public to improve and maintain the various roadways throughout Kendall County in order to accommodate the increase in traffic which has occurred in the area from recent residential, commercial, and industrial development; and

WHEREAS, Plainfield Road is under the jurisdiction of Kendall County; and

**WHEREAS**, Woolley Road east of Plainfield Road is under the jurisdiction of Oswego; and

**WHEREAS**, Woolley Road west of Plainfield Road is under the jurisdiction of District; and

**WHEREAS**, nothing in this Agreement is intended to alter the current roadway jurisdictions in effect; and

**WHEREAS**, Kendall County has determined to make improvements (the "*Project*") to the intersection of Plainfield Road and Woolley Road (the "*Subject Intersection*") by installing new traffic signals and overhead lighting; and

**WHEREAS,** Kendall County, Oswego, and District wish to enter into an agreement wherein they will cooperate in certain aspects of the Project as expressly set forth herein; and

**WHEREAS**, following completion of the Project, Kendall County shall be responsible for the maintenance of the traffic signals, overhead lighting and related equipment installed as part of the Project; and

**WHEREAS,** following completion of the Project, Oswego shall be responsible for all energy costs for the traffic signals and overhead lighting installed as part of the Project; and

**WHEREAS**, it has been determined that the Subject Intersection, Plainfield Road and Woolley Road, will be enhanced by the planned Project and thus serve the general motoring public.

**NOW, THEREFORE**, in consideration of the foregoing preambles, the mutual covenants contained herein and for good and valuable consideration, the sufficiency of which is agreed to by the Parties hereto, Kendall County, Oswego, and District covenant, agree, and bind themselves as follows, to wit:

- 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.
- 2. It is understood by the parties that Kendall County has hired an engineering consultant to design the traffic signals at the Subject Intersection.
- 3. It is understood by the Parties that Kendall County shall be the lead agency on the Project. As lead agency, Kendall County shall perform all project bidding, awarding, engineering, inspection, documentation, and initial payment for the Project. Oswego and District shall reimburse Kendall County for a portion of the construction costs, as set forth below. For purposes of this Agreement, "construction costs" include, but are not limited to, all expenses charged by a contractor for labor, materials, equipment, overhead, and profit.

- 4. As part of the Project, Kendall County shall, for an estimated cost of \$375,000, install traffic signals and overhead lighting at Plainfield Road and Woolley Road as shown on Exhibit A.
- 5. During the course of the Project, Kendall County shall ensure that each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Project shall name Oswego and District, their past, present and future elected officials, department heads, employees, insurers, and agents, as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage.
- 6. Upon completion of the Project, Oswego shall, at its sole expense, pay all electrical supply costs for the operation of the traffic signals and overhead lighting installed as part of the Project forever, or until termination of this Agreement.
- 7. Upon completion of the Project, Kendall County shall, at its sole expense, perform all maintenance of the traffic signals, overhead lighting and related equipment installed as part of the Project forever or until termination of this Agreement.
- 8. Kendall County shall ensure that any contractor and/or subcontractor performing maintenance on the traffic signals, overhead lighting and related equipment installed as part of the Project shall obtain and continue in force all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform the maintenance shall name Oswego and District, their past, present and future elected officials, department heads, employees, insurers, and agents, as additional insured on a primary and non-contributory basis with respect to general liability, business auto liability, and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers compensation in favor of Oswego and District.
- 9. The Parties hereby understand and agree that this Intergovernmental Agreement shall not require, nor confer, any additional responsibility on any of the Parties to undertake maintenance, repairs, or improvements to the Subject Intersection or to Plainfield Road or Woolley Road, except as are already provided by law, separate Intergovernmental Agreement, or otherwise specifically described in this Agreement.
- 10. Each Party shall indemnify, hold harmless, and defend with counsel of the other Parties' own choosing, the other Parties, their past, present and future elected officials, department heads,

employees, insurers, and agents from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement (collectively, the "Claims"), to the extent such Claims result from the performance of this Agreement by the indemnifying Party or those Claims are due to any act or omission, neglect, willful acts, errors, omissions, or misconduct of the indemnifying Party in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the Parties, their elected officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. A Party's participation in its own defense shall not remove the other Parties' and/or Contractors and Subcontractors' duty to indemnify, defend, and hold the Party harmless, as set forth herein. The Parties do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or other such Acts by reason of indemnification or insurance.

- 11. It is understood that Kendall County will attempt to let a contract for the construction of the Project by November 3, 2023, with substantial construction completion prior to December 31, 2024.
- 12. As lead agency, Kendall County shall pay all project costs, subject to reimbursement by Oswego and District as follows. Oswego shall reimburse Kendall County for twenty-five percent (25%) of the total construction costs, not to exceed seventy five thousand dollars (\$75,000), with all such payments to be made on or before November 30, 2024 so long as such timing is practicable with respect to Kendall County's duty to provide final project costs and thirty (30) days advance written request as noted in Paragraph 13 below. District shall reimburse Kendall County for twenty-five percent (25%) of the total construction costs, not to exceed seventy five thousand dollars (\$75,000), with all such payments to be made on or before November 30, 2024 so long as such timing is practicable with respect to Kendall County's duty to provide final project costs and thirty (30) days advance written request as noted in Paragraph 13 below. Kendall County shall be responsible for all engineering and inspection costs.

13. Kendall County agrees that, prior to Oswego and District disbursing the funds for their

respective share of the construction costs as described herein, Kendall County must submit

final project costs, along with a written request for reimbursement to Oswego and District, or

to their designees. Following receipt of the proper documentation, Oswego and District

Township shall remit payment as set forth in paragraph 12 above to Kendall County within

thirty (30) days of the written request for funds.

14. It is understood and agreed that Kendall County shall not undertake the acquisition of interests

in real estate, including Temporary or Permanent Easements, for the Project, and that Kendall

County shall not be obligated to acquire any property by way of fee ownership for the same.

15. Nothing in this agreement shall be interpreted to alter the Parties' jurisdiction over any of the

Project roadways.

16. This Agreement and the rights of the Parties hereunder may not be assigned (except by

operation of law), and the terms and conditions of this Agreement shall inure to the benefit of

and be binding upon the respective successors and assigns of the Parties hereto. Nothing in

this Agreement, express or implied, is intended to confer upon any party, other than the Parties

and their respective successors and assigns, any rights, remedies, obligations or liabilities

under or by reason of such agreements.

17. Any notice required or permitted to be given pursuant to this Agreement shall be duly given

if sent by fax, certified mail, or courier service and received. As such, all notices required or

permitted hereunder shall be in writing and may be given by either (a) depositing the same in

the United States mail, addressed to the Party to be notified, postage prepaid and certified

with the return receipt requested, (b) delivering the same in person, or (c) telecopying the

same with electronic confirmation of receipt.

If to the County: County Engineer

Kendall County Highway Department

6780 Route 47

Yorkville, Illinois 60560

With copy to: Kendall County State's Attorney

807 John Street,

Yorkville, Illinois, 60560

If to Oswego: David J. Silverman

Mahoney, Silverman & Cross, LLC 822 129<sup>th</sup> Infantry Drive, #100

Joliet, IL 60435

If to District: Chad Feldotto

Oswegoland Park District 313 E. Washington St. Oswego, IL 60543

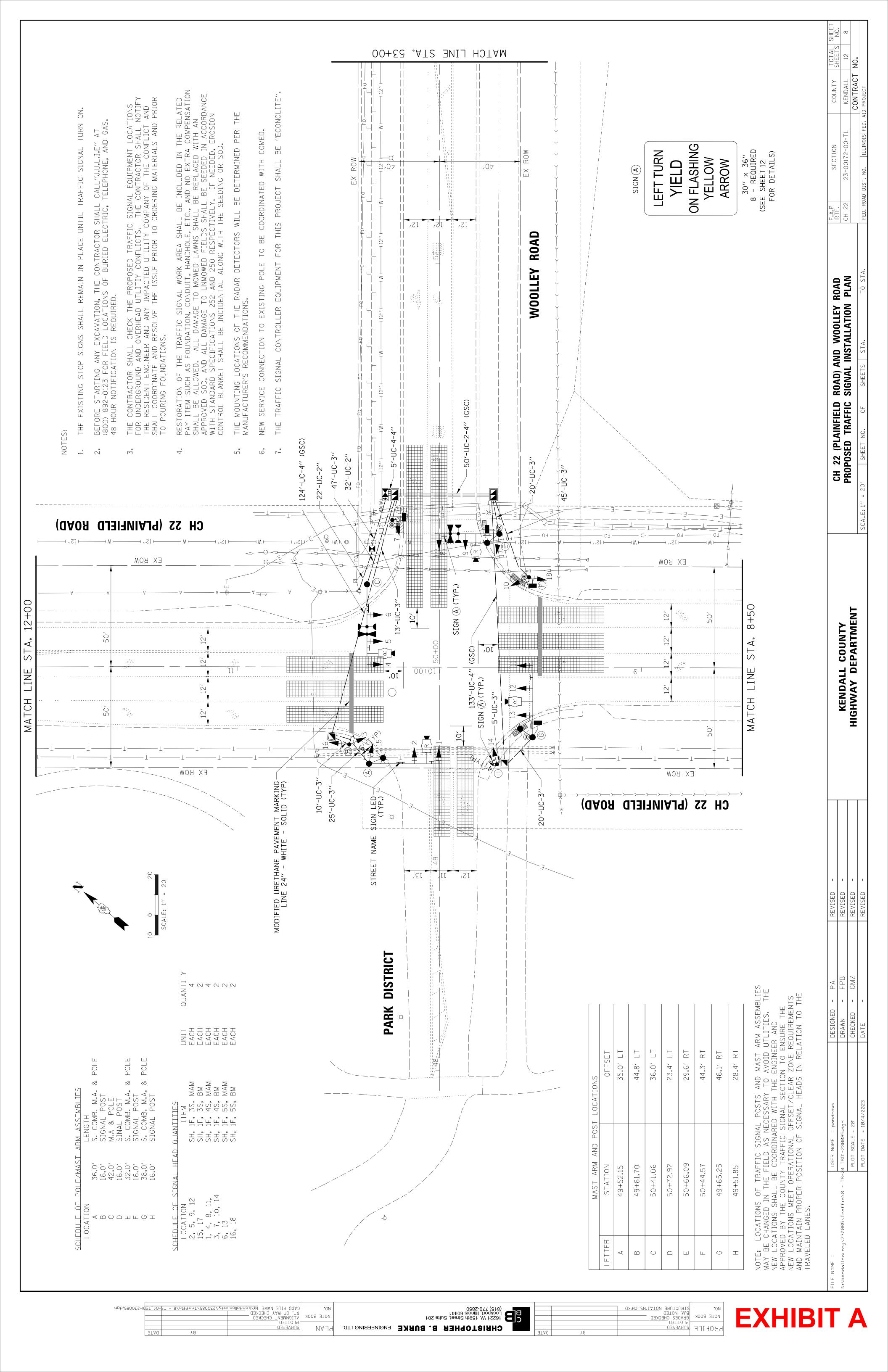
Or such address or counsel as any Party hereto shall specify in writing pursuant to this Section from time to time.

- 18. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the Parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 19. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 20. This Agreement represents the entire agreement between the Parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the Parties about the subject Project and may not be further modified except in writing acknowledged by all Parties.
- 21. Nothing contained in this Agreement, nor any act of Kendall County, Oswego, or District pursuant to this Agreement, shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or

- general partnership, joint venture, or any association or relationship involving Kendall County, Oswego, or District.
- 22. The Parties, their officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. The Parties, their officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
- 23. The Parties affirm that, for their parts, no officer or elected official has a direct or pecuniary interest in this Agreement, or, if any officers or elected official does have a direct or pecuniary interest in this Agreement, that interest and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- 24. This Agreement shall be in full force and effect for a period of ninety-nine (99) years from the date of the last signature below unless it is agreed to terminate this Agreement in writing signed by all Parties.
- 25. This Agreement shall be effective upon approval by the respective legislative bodies of Kendall County, Oswego, and District and the date of this Agreement shall be deemed as the last date of acceptance of this Agreement as provided herein below.
- 26. Kendall County, Oswego, and District each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the date(s) shown.

	y of Kendall, a unit of local govern State of Illinois	nment	Village of Oswego, of the State of Illinois, a municipal corporation
By:	Chair, Kendall County Board	By:	Village President
Date:		Date:	
Attest:		Attest:	
	County Clerk	_	Village Clerk
	Oswegoland Park District		
By:	President	_	
Date:		_	
Attest:			
	Secretary		



#### KENDALL COUNTY

<b>Resolution No.</b>	
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A Resolution Providing for Spring Road Postings of Certain County Highways

**WHEREAS**, Kendall County Board has determined that certain county highways under their jurisdiction, by reason of deterioration, rain, snow, or other climate conditions, will be seriously damaged or destroyed unless the permissible weights of vehicles thereon are reduced; and

**WHEREAS**, authority has been granted to the County Board to limit the gross weight of vehicles on certain county highways by Illinois Statute 625 ILCS 5/15-316.

**THEREFORE, BE IT RESOLVED**, that Kendall County Board hereby reduces and restricts the gross weight of vehicles operating on the following county highways, or portions thereof, to a maximum of 12 tons gross weight, for a period not exceeding 90 days and until such time that weight limitation signs are removed by Kendall County Highway Department.

**BE IT FURTHER RESOLVED**, that the provisions of this Resolution shall be in full force and effect upon the erection of weight limitation signs on the following listed roads:

#### LIST OF SEASONALLY POSTED ROADS - 2024

PLATTVILLE/CHICAGO RD. from Illinois Route 47 to Grove Road VAN EMMON ROAD from Yorkville City Limits to Illinois Route 71 WHITEWILLOW ROAD from Illinois Route 47 to Grove Road

This resolution approved by the County Board of Kendall County, State of Illinois.

Matthew J. Kellogg – Kendall County Board Chair

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the \_\_\_\_\_\_ day of \_\_\_\_\_\_, A.D. 2024.

Debbie Gillette – County Clerk



#### INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN

### THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY AND OFFICE OF HOMELAND SECURITY

#### AND

#### **County of Kendall**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency Illinois Emergency Management Agency and Office of Homeland Security (Grantor) and County of Kendall (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

#### **PART ONE - The Uniform Terms**

Article II Award Information

Article III Grantee Certifications and Representations

Article IV Payment Requirements

Article V Scope of Award Activities/Purpose of Award

Article VI Budget

Article VII Allowable Costs

Article VIII Lobbying

Article IX Maintenance and Accessibility of Records; Monitoring

Article X Financial Reporting Requirements
Article XI Performance Reporting Requirements

Article XII Audit Requirements

Article XIII Termination; Suspension; Non-compliance

Article XIV Subcontracts/Subawards

Article XV Notice of Change

Article XVI Structural Reorganization and Reconstitution of Board Membership

Article XVII Conflict of Interest
Article XVIII Equipment or Property

Article XIX Promotional Materials; Prior Notification

Article XX Insurance

Article XXI Lawsuits and Indemnification

Article XXII Miscellaneous
Exhibit A Project Description

Exhibit B Deliverables or Milestones

Exhibit C Contact Information

**Exhibit D** Performance Measures and Standards

Exhibit E Specific Conditions

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### <u>PART TWO</u> – Grantor-Specific Terms

### <u>PART THREE</u> – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS EMERGENCY MANAGEMENT AGENCY AND OFFICE OF HOMELAND SECURITY	County of Kendall
Ву:	Ву:
Alicia Tate-Nadeau, Director	Matthew Kellogg, County Board Chairman
Date:	Date:
Ву:	
Signature of Designee	
Printed Name:	
Printed Title:	
Of Designee	

#### PART ONE - THE UNIFORM TERMS

### ARTICLE I **DEFINITIONS**

<u>Definitions</u>. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 1.1. 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Award" has the same meaning as in 44 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 III. Admin. Code 7000.30.

State of Illinois INTERGOVERNMENTAL GRANT AGREEMENT FY23 "Period of Performance" has the same meaning as in 44 III. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 III. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency
  uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption
  listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other
  exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 III. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

# ARTICLE II AWARD INFORMATION

- 2.1. <u>Term.</u> This Agreement is effective on October 1, 2022, and expires on September 30, 2025 (the Term), unless terminated pursuant to this Agreement.
- 2.2. Amount of Agreement. Grant Funds (check one) **X** must not exceed or are estimated to be \$77,118.90, of which \$38,559.45 are federal funds (IEMA-OHS's share not to exceed \$38,559.45). Grantee accepts Grantor's payment as specified in this ARTICLE.
- 2.3. <u>Payment</u>. Payment will be made as follows (*see* additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in <u>PART TWO</u> or <u>PART THREE</u>):

The Grantee shall receive an amount not to exceed \$38,559.45 under this Agreement.

Such reimbursement by the Grantor is contingent on the receipt of timely, complete, and proper documentation from the Grantee in accordance with this Agreement.

2.4. <u>Award Identification Numbers</u>. If applicable, the Federal Award Identification Number (FAIN) is <u>EMC-2023-EP-00004</u>, the federal awarding agency is Federal Emergency Management Agency, and the Federal Award date is <u>October 1, 2022</u>. If applicable, the Assistance Listing Program Title is Emergency Management Performance Grants and Number is 97.042. The Catalog of State Financial Assistance (CSFA) Number is 588-40-0450 and the CSFA Name Emergency Management Performance Grants. If applicable, the State Award Identification Number (SAIN) is 23EMAKENDL.

# ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and ES1SZWNDT9N5 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirement's changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. <u>Tax Identification Certification</u>. Grantee certifies that: 36-6006598 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is a governmental unit

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.

3.3. <u>Compliance with Uniform Grant Rules</u>. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are

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published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 III. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

- 3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must 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, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.
- 3.5. <u>Specific Certifications</u>. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.
  - (a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.
  - (b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
  - (c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.
  - (d) International Boycott. Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).
  - (e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).
  - (f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education, or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
  - (g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is

in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

- (h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- (i) Clean Air Act and Clean Water Act. Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).
- (j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).
- (k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- (I) Health Insurance Portability and Accountability Act. Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

#### (m) **Criminal Convictions.** Grantee certifies that:

- (i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director, or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and
- (ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal, or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.
- (n) Federal Funding Accountability and Transparency Act of 2006 (FFATA). Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.
- (o) Illinois Works Review Panel. For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

- (p) Anti-Discrimination. Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 III. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).
- (q) Internal Revenue Code and Illinois Income Tax Act. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

# ARTICLE IV PAYMENT REQUIREMENTS

- 4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.
- 4.2. <u>Pre-Award Costs</u>. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.
- 4.3. <u>Return of Grant Funds</u>. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in <u>PART TWO</u> OR <u>PART THREE</u>.
- 4.4. <u>Cash Management Improvement Act of 1990</u>. Unless notified otherwise in <u>PART TWO</u> or <u>PART THREE</u>, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.
- 4.5. <u>Payments to Third Parties</u>. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.
- 4.6. <u>Modifications to Estimated Amount</u>. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated

amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under <a href="Exhibit A">Exhibit A</a> may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

#### 4.7. Interest.

- (a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in <u>PART TWO</u> or <u>PART THREE</u>. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.
- (b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).
- 4.8. <u>Timely Billing Required</u>. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in <u>ARTICLE II, PART TWO</u>, or <u>PART THREE</u>. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.
- 4.9. <u>Certification</u>. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

# ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

- 5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in Exhibit A (Project Description), Exhibit B (Deliverables or Milestones), and Exhibit D (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 III. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE (Project-Specific Terms).
- 5.2. <u>Scope Revisions</u>. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 III. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.
- 5.3. <u>Specific Conditions</u>. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

### ARTICLE VI BUDGET

- 6.1. <u>Budget</u>. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.
- 6.2. <u>Budget Revisions</u>. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 III. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.
- 6.3. <u>Notification</u>. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

## ARTICLE VII ALLOWABLE COSTS

- 7.1. <u>Allowability of Costs; Cost Allocation Methods</u>. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.
  - 7.2. <u>Indirect Cost Rate Submission.</u>
  - (a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge

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Indirect Costs. 44 III. Admin. Code 7000.420(e).

- (i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.
- (b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:
  - (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
  - (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
  - (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
  - (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.
- (c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based, or programmatic limit.
- (d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).
- 7.3. <u>Transfer of Costs</u>. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.
- 7.4. <u>Commercial Organization Cost Principles</u>. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.
- 7.5. <u>Financial Management Standards</u>. The financial management systems of Grantee must meet the following standards:
  - (a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS

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708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

- (b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.
  - (i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.
  - (ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in <u>PART TWO</u>, <u>PART THREE</u> or <u>Exhibit E</u> of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
  - (iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
  - (iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.
- (c) Internal Control. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.
- (d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.
- (e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.
- 7.6. <u>Profits</u>. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).
- 7.7. <u>Management of Program Income</u>. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII

#### **LOBBYING**

- 8.1. <u>Improper Influence</u>. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 8.2. <u>Federal Form LLL</u>. If any federal funds, other than federally appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 8.3. <u>Lobbying Costs</u>. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 8.5. <u>Subawards</u>. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.
- 8.6. <u>Certification</u>. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

# ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

- 9.1. <u>Records Retention</u>. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 III. Admin. Code 7000.430(a) and (b) or <u>PART TWO</u> or <u>PART THREE</u>. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 9.2. <u>Accessibility of Records</u>. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to

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this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

- 9.3. <u>Failure to Maintain Books and Records</u>. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 9.4. <u>Monitoring and Access to Information</u>. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents, and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

# ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. <u>Required Periodic Financial Reports</u>. Grantee must submit financial reports as requested and, in the format, required by Grantor no later than the dues date(s) specified in <u>PART TWO</u> or <u>PART THREE</u>. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

#### 10.2. Financial Close-out Report.

- (a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in <u>PART TWO</u> or <u>PART THREE</u>, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 III. Admin. Code 7000.440(b).
- (b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 III. Admin. Code 7000.450.
- 10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 III. Admin. Code 7000.80.

# ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

- 11.1. <u>Required Periodic Performance Reports</u>. Grantee must submit performance reports as requested and, in the format, required by Grantor no later than the due date(s) specified in <u>PART TWO</u> or <u>PART THREE</u>. 44 III. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in <u>Exhibit D</u>, <u>PART TWO</u> or <u>PART THREE</u> at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in <u>PART TWO</u>, <u>PART THREE</u>, or <u>Exhibit E</u> pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in <u>PART</u> **TWO** or <u>PART THREE</u>. 2 CFR 200.329.
- 11.2. <u>Performance Close-out Report</u>. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in <u>PART TWO</u> or <u>PART THREE</u>, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 III. Admin. Code 7000.440(b).
- 11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

# ARTICLE XII AUDIT REQUIREMENTS

- 12.1. <u>Audits</u>. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.
- 12.2. <u>Consolidated Year-End Financial Reports (CYEFR)</u>. All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in <u>PART TWO</u> or <u>PART THREE</u>. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.
  - (a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.
  - (b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.
    - (c) The CYEFR must follow a format prescribed by Grantor.

#### 12.3. Entities That Are Not "For-Profit".

- (a) This Paragraph applies to Grantees that are not "for-profit" entities.
- (b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 III. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.
- (c) <u>Financial Statement Audit</u>. If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:
  - (i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.
  - (ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).
  - (iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 III. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.
  - (iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.
  - (v) Grantee must submit its financial statement audit report packet, as set forth in 44 III. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

### 12.4. <u>"For-Profit" Entities</u>.

- (a) This Paragraph applies to Grantees that are "for-profit" entities.
- (b) <u>Program-Specific Audit</u>. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 III. Admin. Code 7000.90 and the current GATA audit manual and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty

- (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.
- (c) <u>Financial Statement Audit</u>. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.
- (d) <u>Publicly Traded Entities</u>. If Grantee is a publicly traded company, Grantee is not subject to the single audit or program-specific audit requirements but must submit its annual audit conducted in accordance with its regulatory requirements.
- 12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.
- 12.6. <u>Delinquent Reports</u>. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

# ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

### 13.1. Termination.

- (a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.
- (b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).
  - (c) This Agreement may be terminated, in whole or in part, by Grantor:
    - (i) Pursuant to a funding failure under Paragraph 4.1;
  - (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or
  - (iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A**, **PART TWO** or **PART THREE**.

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- 13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.
- 13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 III. Admin. Code 7000.80 and 7000.260.
- 13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 III. Admin. Code 7000.80 and 7000.260.

#### 13.5. Effects of Suspension and Termination.

- Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
- (b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination and must cancel as many outstanding Obligations as possible.
- Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:
  - The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.
- 13.6. <u>Close-out of Terminated Agreements</u>. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

### ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application,

such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

- 14.2. <u>Application of Terms</u>. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).
- 14.3. <u>Liability as Guaranty</u>. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

# ARTICLE XV NOTICE OF CHANGE

- 15.1. <u>Notice of Change</u>. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).
- 15.2. <u>Failure to Provide Notification</u>. To the extent permitted by Illinois law (*see* Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.
- 15.3. <u>Notice of Impact</u>. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.
- 15.4. <u>Effect of Failure to Provide Notice</u>. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

# ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to

report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, <u>PART TWO</u> or <u>PART THREE</u> may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

# ARTICLE XVII CONFLICT OF INTEREST

- 17.1. <u>Required Disclosures</u>. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.
- 17.2. <u>Prohibited Payments</u>. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is <u>not</u> an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.
- 17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

# ARTICLE XVIII EQUIPMENT OR PROPERTY

- 18.1. <u>Purchase of Equipment</u>. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.
- 18.2. <u>Prohibition against Disposition/Encumbrance</u>. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in <u>PART TWO</u> or <u>PART THREE</u> and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use, and disposition conditions apply to the property.
- 18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

- 18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.
- 18.5. <u>Domestic Preferences for Procurements</u>. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

# ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

- 19.1. <u>Promotional and Written Materials</u>. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.
- 19.2. <u>Prior Notification/Release of Information</u>. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement or funded in whole or in part by this Agreement and must cooperate with Grantor in joint or coordinated releases of information.

# ARTICLE XX INSURANCE

- 20.1. <u>Maintenance of Insurance</u>. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.
- 20.2. <u>Claims</u>. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

## ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. <u>Independent Contractor</u>. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve

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the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

#### 21.2. Indemnification and Liability.

- (a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.
- (b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

# ARTICLE XXII MISCELLANEOUS

- 22.1. <u>Gift Ban</u>. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.
- 22.2. <u>Assignment Prohibited</u>. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.
- 22.3. <u>Copies of Agreements upon Request</u>. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.
- 22.4. <u>Amendments</u>. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.
- 22.5. <u>Severability</u>. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.
- 22.6. <u>No Waiver</u>. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.
  - 22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are

governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

- 22.8. <u>Compliance with Law</u>. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 III. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.
- 22.9. <u>Compliance with Freedom of Information Act</u>. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

#### 22.10. Precedence.

- (a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between <a href="PART ONE">PART ONE</a> and <a href="PART ONE">PART ONE</a> controls. In the event there is a conflict between <a href="PART TWO">PART THREE</a> of this Agreement, <a href="PART TWO">PART TWO</a> controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.
- (b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in <a href="PART THREE">PART THREE</a>, and in such cases, those requirements control.
- 22.11. <u>Illinois Grant Funds Recovery Act</u>. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.
- 22.12. <u>Headings</u>. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 22.13. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.
- 22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.
- 22.15. <u>Continuing Responsibilities</u>. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without

limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 III. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 III. Admin. Code 7000.440.

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### **EXHIBIT A**

### **PROJECT DESCRIPTION**

The Grantor has been awarded an Emergency Management Performance Grant (EMPG) from the Federal Emergency Management Agency (FEMA). The Grantee will utilize EMPG grant funds in accordance with the Emergency Management Assistance (EMA) program as outlined in the Grantee's FFY 23 Grant Program Application. The EMA Program will aid the Grantee in the administration of effective emergency management in the areas of personnel and benefits, travel, organization, and equipment.

#### **EXHIBIT B**

### **DELIVERABLES OR MILESTONES**

Deliverables are directly related to the successful completion of the expenditures and projects listed in the Grantee's approved Application.

The approved Application outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed on the approved Application and incurred within the performance period.

The Grantee is required to perform each of the following tasks:

- 1. Timely submission of quarterly reports that include both financial and performance-based information as set forth in Exhibit E.
- 2. Required training and exercise participation as set forth in Part III.

### **EXHIBIT C**

### **CONTACT INFORMATION**

### **CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT GRANTEE CONTACT

Name: Nichole Strayer Name: Tracy Page

Title: EMPG Grant Program Manager Title: \_\_\_\_\_

Address: 2200 South Dirksen Parkway Address: 1102 Cornell Lane

Springfield, IL 62703 Yorkville, IL 60560

Phone: 217-524-7890 Phone: (630) 553-7500 x1115

E-mail: Nichole.strayer@illinois.gov E-mail: TPAGE@CO.KENDALL.IL.US

#### **EXHIBIT D**

#### PERFORMANCE MEASURES AND STANDARDS

The Grantee shall submit to the Grantor a quarterly claims reimbursement form and associated documentation in accordance with the schedule set out below. The Grantee shall use the quarterly form to provide reports on the EMPG programmatic and financial activities of the Grantee during each quarter and to claim reimbursement for those EMPG grant activities.

The Grantee shall submit vendor invoices, payroll records, and any existing documentation for each item for which the Grantee is requesting reimbursement to prove expenses are in compliance with the approved grant application. The Grantee shall also use the form to detail work completed toward each Task described in Exhibit B during that reporting period, with the specific content as detailed in section 14.3 of this Agreement.

The quarterly reporting schedule is as follows:

Quarter 1: October 1, 2023-December 31, 2023: Due January 30, 2024

Quarter 2: January 1, 2024-March 31, 2024: Due April 30, 2024

Quarter 3: April 1, 2024-June 30, 2024: Due July 15, 2024

Quarter 4: July 1, 2024-September 30, 2024: Due October 30, 2024

The Grantee must submit a final quarterly report to the Grantor within 30 days after the expiration of the Agreement, or at the completion of all projects described within this agreement.

### Performance standards include:

- 1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
- 2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
- 3. Adequate results from grant monitoring conducted by the Grantor.

#### **EXHIBIT E**

#### SPECIFIC CONDITIONS

The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Financial and Programmatic Reporting (2 CFR 200.327):

Problem for Clarification/Resolution: 'The grantee indicated a weakness in regard to the organization's financial and programmatic reporting. Best practice warrants that an organization have a direct correlation to a result, invoice, completed job, and/or benefit that equates or indicates a "performance measure." These "performance measures" may then be directly related to the costs presented within financial records and reports.

How to Resolve: The grantee should review their internal controls for costing within each grant to determine what performance measures ties to the financial data. The internal controls/fiscal policies should include the defined performance measures and how these measures translate to the financial data. The organization should have a written process for financial and programmatic reporting and financial statements should be prepared in accordance with Generally Accepted Accounting Principles (GAAP) or another regulatory agency.

Timeframe: The grantee must ensure the internal controls include the performance measures that tie to financial data and that proper policies and procedures are in place for financial reporting within 1 year, or prior to the next financial review.

#### PART TWO - THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in <u>PART ONE</u>, the Grantor has the following additional requirements for its Grantee:

The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.

- 1. If not submitted as part of the application, within 90 days after complete execution of the grant agreement, the subrecipient shall provide the following to IEMA:
  - A. A Nondiscrimination Policy Statement referencing:
    - i. Title VI of the Civil Rights Act of 1964
    - ii. Section 504 of the Rehabilitation Act of 1972
    - iii. Title IX of the Education Amendments Act of 1972
    - iv. Age Discrimination Act of 1975
    - v. U.S. Department of Homeland Security region 6 C.F.R. Part 9.
  - B. List of designated staff to coordinate and carry out responsibilities related to compliance with the civil rights laws, including a description of the responsibilities;
  - C. Procedures for accepting and responding to discrimination complaints;
  - D. A language access policy and plan; and a disability access policy and reasonable accommodations procedure
- 2. Pursuant to section 889(b)(1) of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019* (FY 2019 NDAA), Pub. L. No. 115-232 (2018), grantee may not use any funds under this grant award to:
  - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system as defined herein;
  - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
  - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system as defined herein.

#### **Definitions**

Covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China

#### PART THREE - THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:

- 1. All allocations and use of funds by the Grantee shall be in accordance with the applicable notice of funding opportunity. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement.
- 2. All personnel who are funded in whole or in part with the funds from this Agreement are required to successfully complete: (a) specified National Incident Management System (NIMS) courses (IS 100, IS 200, IS 700 and IS 800); (b) either (i) the FEMA Professional Development Series (PDS) (IS 120, IS 230, IS 235, IS 240, IS 241, IS 242 and IS 244) or (ii) the Emergency Management Professionals Program (EMPP) Basic Academy, and (c) FEMA Preparedness Courses PER 376-W Preparedness Actions to Promote Economic Resilience and Recovery, and AWR-357-W Principles of Community Economic Recovery . New employees have 12 months from the date of hire to complete the training requirement. All employees must ensure that their course certificates have been submitted to their respective Grantor Regional Office for entry on their training transcript by September 30, 2024.
- 3. The Grantee is required to maintain adoption and implementation of the National Incident Management System.
- 4. If funding will be used to purchase emergency communications equipment or to fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- 5. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
- 6. This Agreement may be amended because of changes in state or federal statutes, regulations, or grant award policies; an extension in the grant award term; an increase in the amount of funds granted; or any other provision requiring a modification. Grantor may remove (or reduce) a Specific Condition included in this Exhibit E by providing notice in writing to the Grantee. All other modifications must be in writing and signed by both parties.
- 7. The Grantee agrees that funds under this award will be used to supplement, but not supplant, state or local funds budgeted for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- 8. The Grantee shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities. The EHP review process involves the submission of a

detailed project description along with supporting documentation, so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re- evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

9. The Grantee completes and submits to their respective IEMA Regional Office an updated Multi-Year Integrated Preparedness Plan (IPP) by March 15, and September 1, 2024, as well as the Illinois Capability and THIRA Tool (IL-CATT) for their organization by March 15, and September 1, 2024.



### Kendall County Agenda Briefing

**Meeting Type:** County Board Meeting

**Meeting Date:** 1/16/2024

**Subject:** Approval of Petition 23-31, Plat of Vacation for Drainage and Utility Easements

**Prepared by:** Matthew H. Asselmeier, AICP, CFM

**Department:** Planning, Building and Zoning

### **Action Requested:**

Approval of Petition 23-31, A Request from Jorge A. and Hilda G. Montes of a Plat of Vacation of Two Five Foot Drainage and Utility Easements on the Common Boundary Line of Lots 27 and 28 in Grove Estates Subdivision More Commonly Known as 7216 and 7180 Roberts Court, Oswego and Identified by Parcel Identification Numbers 06-08-101-013 and 06-08-101-014 in Na-Au-Say Township; Properties are Zoned RPD-2

#### **Board/Committee Review:**

ZPAC-Approval (7-0-3); Na-Au-Say Township-No Comments; Village of Oswego-No Comments; Oswego Fire-No Comments PBZ Committee-Approval (4-0-1)

### **Fiscal impact:**

N/A

### **Background and Discussion:**

A five foot (5') public utility and drainage easement exists on the north and south lot lines of Lots 27 and 28 in the Grove Estates Subdivision.

The Petitioners would like to merge the two (2) lots and construct a new house over the easements.

No objections were received from the utilities, the HOA, or WBK Engineering.

### **Staff Recommendation:**

**Approval with Conditions** 

#### **Attachments:**

**Draft Ordinance** 

State of Illinois Zoning Petition
County of Kendall #23-31

### ORDINANCE NUMBER 2024-

# APPROVING A PLAT OF VACATION OF FIVE FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS ALONG THE SOUTH PROPERTY LINE OF LOT 27 AND NORTH PROPERTY LINE OF LOT 28 IN GROVE ESTATES SUBDIVISION ON PARCELS IDENTIFIED BY PARCEL IDENTIFICATION NUMBERS 06-08-101-013 AND 06-08-101-014 IN NA-AU-SAY TOWNSHIP

<u>WHEREAS</u>, Section 7.06 of the Kendall County Subdivision Control Ordinance permits the Kendall County Board to approve plats of vacation and provides the procedure through which plats of vacation are approved; and

<u>WHEREAS</u>, the two five-foot public utility and drainage easements which are the subject of this Ordinance were established by Ordinance 2006-36 which granted approval of a final plat of Grove Estates Subdivision and was approved by the Kendall County Board on May 16, 2006; and

<u>WHEREAS</u>, the final plat of Grove Estates Subdivision was recorded in the Kendall County Recorder of Deeds Office on October 12, 2006; and

<u>WHEREAS</u>, the two five-foot public utility and drainage easements which are the subject of this Ordinance are located along and parallel to the south property line of Lot 27 and the north property line of Lot 28 in Grove Estates Subdivision. The legal descriptions of the easements are set forth in Exhibit A attached hereto and incorporated by reference; and

<u>WHEREAS</u>, on or about June 28, 2019, Jorge A. and Hilda G. Montes, hereinafter referred to as "Petitioners," acquired ownership of Lot 27 of Grove Estates Subdivision and the property is identified by Parcel Identification Number 06-08-101-013; and

<u>WHEREAS</u>, on or about May 8, 2023, Petitioners acquired ownership of Lot 28 of Grove Estates Subdivision and the property is identified by Parcel Identification Number 06-08-101-014; and

<u>WHEREAS</u>, on or about October 31, 2023, Petitioners' Attorney filed a petition for approval of a plat of vacation of the five-foot public utility and drainage easements located along the south property line of Lot 27 and the north property line of Lot 28 in Grove Estates Subdivision; and

<u>WHEREAS</u>, on December 5, 2023, the Kendall County Zoning, Platting and Advisory Committee reviewed this petition and has forwarded to the Kendall County Board a recommendation of approval of the requested plat; and

<u>WHEREAS</u>, on January 8, 2024, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board reviewed the information presented and recommendation of the Kendall County Zoning, Platting and Advisory Committee, and has forwarded to the Kendall County Board a recommendation of approval of the requested plat of vacation; and

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

State of Illinois Zoning Petition
County of Kendall #23-31

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

- 1. The Kendall County Board hereby grants approval of Petitioners' petition for plat of vacation of the easements legally described in Exhibit A attached hereto and shown on the plat of vacation attached hereto as Exhibit B.
- 2. Lots 27 and 28 of Grove Estates Subdivision shall not be sold as individual lots upon the successful recording of the plat of vacation attached hereto as Exhibit B. Within ninety (90) days of the effective date of this ordinance, the Petitioners shall submit a parcel consolidation request to Kendall County.
- 3. This vacation shall become effective upon the successful recording of Exhibit B in the timeframe outlined in Section 7.06.H of the Kendall County Subdivision Control Ordinance unless an extension is granted by the Kendall County Board.

<u>IN WITNESS OF</u>, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 16<sup>th</sup> day of January, 2024.

Attest:	
Kendall County Clerk	Kendall County Board Chairman
Debbie Gillette	Matt Kellogg

### LEGAL DESCRIPTION OF EASEMENT TO BE VACATED:

The Southerly 5.0 feet of Lot 27 (except the Easterly 5.0 feet and the Westerly 10.0 feet thereof) and the Northerly 5.0 feet of Lot 28 (except the Easterly 5.0 feet and the Westerly 10.0 feet thereof) all in Grove Estates, being a Subdivision in Part of the West Half of Section 8, Township 36 North, Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded October 12, 2006 as Document No. 200600032893 in Kendall County, Illinois.

PLAT OF EASEMENT RELEASE

#### PART OF LOTS 27 AND 28 **GROVE ESTATES** NA-AU-SAY TOWNSHIP KENDALL COUNTY ILLINOIS SCALE 11=30 Indicates from Stake Found Indicates from Stake Set Indicates Cross in Concrete 26 39 1 PROPERTY LOCATION: PM 08-08-101-013 08-08-101-014 1 ١ 7180/7216 Roberts Court Oswego, Minois 60543 S88 17'17'W -250.0'---Substitution and Droinoge Ememoral Scotted by Decument 200820032883 Granted by Document 200600032893 Commonwealth Edison Company O LEE Roberts Coun The Release of the Easements shown hereon are approved and accepted, this \_\_\_\_ day of \_\_\_\_ 27 Signature 38 ву: \_\_\_\_ Print Name Title: Ameritech The Release of the Easements shown hereon are approved and accepted, ord Granted by Document 200800032893 this \_\_\_\_ doy of \_\_\_\_\_\_ A.D. 20\_ By: Signature and Druhage Ea coument 200000 8y: \_\_\_\_ Print Name 28 Comcast The Relacte of the Essements shown hereon are approved and accepted. this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_ 37 Signature Ву: \_\_\_\_\_ Print Name Granted by Document 200600032593 Public Utility and Dreinage East Title: Nicor 29 this \_\_\_\_ day of \_\_\_\_ \_, A.D. 20. OWNER'S CERTIFICATE Print Nome State of Illinois SS LEGAL DESCRIPTION OF Title: \_\_\_ EASEMENT TO BE RELEASED: This is to certify that we, Jarge A. Montes and Hida G. Montes, are the owners of the property described hereon, and do willingly accept and approve the sessment release described herson. The Southerly 5.0 feet of Lot 27 (except the Easterly 5.0 feet and the Westerly 10.0 feet thereof) and the Northerly 5.0 feet of Lot 28 (except the Easterly 5.0 feet of Lot 28 (except the Easterly 5.0 feet and the Westerly 10.0 feet thereof) oil in Grove Estates, being a Subdivision in Part of the West Half of Section 8. Township 36 North, Range 8 East of the Third Principal Meridian, according to the Plot thereof recorded October 12, 2006 as Document No. 200600332893 in Kendeli County, Illinois. COUNTY BOARD CERTIFICATE Dated at \_\_\_\_\_, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_. Approved by the County Board of Kendoll County, Illinois, Jorge A. Montes this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_. SURVEYOR'S CERTIFICATE Hilda G. Montes Chairman of County Board State of Illinois SS County of Kendall County Clark NOTARY'S CERTIFICATE I, Philip D. Young, an Illinois Professional Land Surveyor and an afficer of Philip D. Young and Associates, Inc., state that I have prepared this Plat of Essement Release for the property described hereon. ond for the County and Stats oforesaid, to hereby triffy that Jarge A. Monles and Hildo C. Montes, no are personally known to me to be the same parsonal tase names are subscribed to the foregoing Owner's reflects, opporare before me this day, in person, and knowledged the suscution of the annexed Pict and of occumpanying instruments for the uses and purposes erain set forth as their own free and voluntary act. COUNTY RECORDER CERTIFICATE Dated October 25, 2023 at Yorkville, Illinois State of illinols nois Professional Land Surveyor No. (Expires 11/30/24) This instrument No. \_\_\_\_\_ was filed for record in the Recorder's Office of Kendall County, aforesaid, on the \_\_\_ day of \_\_\_\_ A.D. 20\_\_ ot \_\_\_\_ o'clock \_\_M. Given under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_ A.D. 20\_ Kendoll County Recorder Notory Public My commission expires \_

JOB	NO.	23137	_
JOB	NAME	MONTES	
DWG	FILE	23137B	Ξ



## Kendall County Agenda Briefing

**Meeting Type:** County Board Meeting

**Meeting Date:** 1/16/2024

**Subject:** Proposed Contract with WBK Engineering

**Prepared by:** Matthew H. Asselmeier, AICP, CFM

**Department:** Planning, Building and Zoning

#### **Action Requested:**

Approval of Contract for Engineering Review, Inspection and Consultation Services with WBK Engineering, LLC, For a Period of Two Years With Optional Subsequent One Year Renewal Periods, Including Increasing the Initial Required Stormwater Escrow Deposit from \$1,200 to \$2,500

#### **Board/Committee Review:**

PBZ Committee-Approval (4-0-1)

#### **Fiscal impact:**

Increase the Base Stormwater Permit Application Fee from \$1,250 to \$2,550; Fee Includes the Escrow Deposit and Administrative Fee

#### **Background and Discussion:**

The official contract with WBK Engineering for stormwater related services was signed by the County in 2009. Both the County and WBK Engineering were agreeable to reviewing an updated contract, see attached.

The proposed contract clarifies the services provided by WBK Engineering to reflect the work they currently provide to the County and updates the fees.

The contract provides for an increase in the escrow amount for application. WBK Engineering draws on these funds, using current rates, when reviewing and inspecting projects. If the funds are depleted, replenishments to the escrow are sought. In recent years, the need to seek additional replenishments have increased due to increasing costs. Funds remaining in the escrow upon completion/closure of the project are returned to the applicant.

#### **Staff Recommendation:**

Approval of a contract with WBK Engineering for stormwater engineering services.

#### **Attachments:**

**Proposed Contract** 



### Proposal for Engineering Review, Inspection and Consultation Services

Kendall County, IL

### December 4, 2023

Matthew Asselmeier, MPA, AICP, CFM Director at Kendall County Planning, Building & Zoning Kendall County 111 West Fox Street Yorkville, IL 60560

Dear Mr. Asselmeier,

WBK Engineering, LLC (WBK) is pleased to provide this proposal to Kendall County (known hereafter as "the County") for professional engineering, stormwater, development review and construction inspection services. WBK looks forward to the opportunity to continue service to the County with development review services on a project-by-project basis. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

#### PROJECT UNDERSTANDING

It is our understanding that the County wishes to contract for professional engineering, stormwater, development review and construction inspection services for projects and development applications within the unincorporated area of Kendall County. We understand that the County wants qualified professional consultant to provide services for preliminary and final engineering plan review including storm water (storm sewer, detention, floodplains and wetlands), streets and roads, street lighting, water supply, wastewater treatment, and erosion and sediment control measures. WBK is also adept at performing, reviewing and scoping development impact traffic studies, the suitability of the preliminary development proposals as well as the practical aspects of final engineering plans review from a maintenance perspective. We understand services will be coordinated through the Planning, Building & Zoning Department. We also intend to work closely with other County Departments as appropriate.

#### **SCOPE OF SERVICES**

#### TASK 1 | Concept Development Review

At the request of the County, we will review conceptual development plans to determine if the submittal is reasonably consistent with the transportation, utility and drainage context in which it is proposed and relative to the requirements of County stormwater ordinance. This review will also assist with determining permit requirements and third-party jurisdiction. Available data regarding site conditions, (topography, soils, environmental resources including wetlands, flood plain and offsite drainage patterns) utilities and traffic in relation to the proposed concept plan will be reviewed from information provided by the engineer/applicant. Upon request of the staff, we will meet with the staff and/or the developer's team to identify issues needing additional information.

We will prepare a summary of third-party agencies that require permits for the project so that County staff is aware of constraints associated with a project at the concept stage. We will draft concept plan review comments if required and submit the review to the County.

Field Reconnaissance: If requested, an investigation of the project site will be made to identify site constraints and opportunities and will be based on conditions present at the time of the reconnaissance; visible utility locations, roadway conditions, sight distance, soil borings, available topographic data, environmental resources, existing buildings and structures and drainage conditions.

Stormwater Management: Based on the information provided to us, we will confirm appropriate stormwater management measures are appropriate for the concept planning process.

#### TASK 2 | Preliminary Engineering Review

At the request of the County, we will review the preliminary site plan, preliminary engineering design plan consisting of the storm sewers, water supply, wastewater treatment, roadways, pavement, and grading for the proposed project. We will review the following documents during the preliminary review phase of the development process including but not limited to:

- Preliminary Site Plan & Engineering Plan
- Preliminary Stormwater Management Report
- Wetland Delineation and Assessment Report
- Preliminary Subdivision Plat
- Preliminary Utility Studies
- Entitlement Documents (Annexation Agreement, PUD, Zoning, Special Use)

The review will be based upon the County ordinances related to development including the Subdivision and Stormwater Ordinances, special use requirements, IDOT, Kendall County transportation standards / policies, County Building Codes and general engineering and construction practices. We will draft a plan review for the County staff to use in the preliminary approval process. We will provide a plan review for each preliminary plan resubmittal to the County.

Meetings: We will attend meetings as needed with the applicant's team, third party review agencies and the County staff to determine the standards to be used in the design as well as the adequacy of existing or proposed infrastructure to serve the project. We will attend meetings at the request of the County.

#### TASK 3 | Final Engineering Review

At the request of the County, we will review the final site plan, final engineering design plan consisting of the storm sewers, water supply, wastewater treatment, roadways, pavement, and grading for the project. We will review the following documents against the Subdivision and the Stormwater Ordinance, annexation agreement, or special use requirements, IDOT, Kendall County transportation standards / policies, County Building Codes and general engineering and construction practices. We will identify third party permits including but not limited to IEPA, IDOT, USACE and IDNR. We will review the following documents during the final review phase of

planning and building permit processes including but not limited to:

- The Final Site Geometry
- Final Engineering Plans including Mass Grading, Stormwater Facilities, Storm Sewer, Sanitary Sewer, Water Mains, and Roadway Construction
- Final Landscape Plans
- Final Stormwater Management Report
- Final Wetland Documentation including all USACE correspondence
- Threatened and Endangered Species Clearances
- Historic Preservation Clearance
- Traffic Studies
- Review of Structural Calculations & Drawings
- BMP / Sustainable Practice review (including soils and landscape plants as appropriate)
- Engineer's Opinion of Probable Construction Cost
- Final Subdivision Plat

We will draft a plan review comments for the County staff to use in the final approval process. We will provide a plan review for each final plan resubmittal to the County.

Meetings: We will attend meetings as needed with the applicant's team, third party review agencies and the County staff to determine the standards to be used in the design as well as the adequacy of existing or proposed infrastructure to serve the project. We will attend meetings at the request of County staff.

#### Task 4 | Construction Inspection

At the request of the County we will serve as the County representative related to land disturbance / development improvements and construction inspections of the same. We understand the construction inspections may be requested on a part-time or full-time basis depending on the scope of the project and proposed improvements. Land Improvements typically may include:

- Soil Erosion Control and Mass Grading Operations
- Utility Construction including water main, sanitary sewer, storm sewers and street lighting improvements
- Roadway Construction
- Stormwater Management Improvements including stormwater basins and overland flow routes
- Off-site utility and roadway improvements
- Coordination with third party permit requirements (IDOT, USACE, etc.)

Construction inspection services include the following elements:

- Preconstruction meeting coordination and facilitation
- Utility and third-party permit coordination
- Site inspections and documentation for plan and County specification compliance
- Inspection of site material deliveries
- Testing coordination and documentation
- Conflict resolution facilitation with Developer and County

- Final Inspection and Punch List
- Project close out

All site visits will be documented with a written daily report of the length and detail necessary to document activities. Reports are typically supported with photos for the project record. Test results are verified and documented in the project file. Conflict and final punchlist correspondence is generated and maintained by the WBK project representative.

#### Task 5 | Professional Engineering Consultation

At the request of the County WBK will provide professional civil engineering consultation on topics that relate to residential and commercial building and land development, drainage investigations including IDNR and USACE coordination, code and ordinance violations, National Pollution Discharge Elimination System concerns and any other County interest or functions that requires the opinion, input or guidance from civil engineering professionals.

#### SCHEDULE FOR SERVICES

We will complete plan reviews within 10 business days of WBK receipt of a complete application, set of plans and calculations. We will endeavor to provide an initial review of documents within 3 business days of receipt to determine if the submittal is complete to continue with a comprehensive review. We understand that some projects may require reviews and responses quicker than 10 business days and we will endeavor to work with the County and the applicant to provide as timely response as reasonably possible. If for any reason the afore-noted timeframes cannot be reached WBK shall advise the County prior to proceeding with further services.

#### **PROJECT ASSUMPTIONS**

In preparing this proposal, we have attempted to provide you with a scope of services based on the needs of the County. We can provide many additional services through WBK staff or subconsultants whom we have a strong business relationship. The following are exceptions to our scope of services:

- Geotechnical services are not included in this proposal
- Environmental services are not included in this proposal
- Survey services are not included in this proposal
- Building inspection services are not included in this proposal including utility inspections required by the State of Illinois to be performed by a licensed plumber

#### **ESTIMATE OF FEES**

Due to the variability of the project size and complexity it is not in the applicant's or County's interest to set a flat fee for review and inspection services. However, we proposed the following fee schedule as the initial fund amount for an escrow account to fund review and inspection services.

- Tasks 1, 2 and 3 Review Services \$2,500 Initial funding balance
- Task 4 Construction Inspection Services \$3,500 Initial funding balance
- Task 5 General Consultation Detailed proposal required

Initial Funding balances may be increased or decreased as mutually determined by the County and WBK on a project by project basis based on the scale and complexity of the project.

The actual amount invoiced will be based on the level of effort required and actual time spent on each project. Each project will be invoiced separately. WBK will monitor escrow balance amounts and seek replenishment as necessary. Administration of escrow account balances is considered billable time to a project. Reimbursable expenses, such as postage, overnight delivery, printing, copying, etc. are not included in our budget/fee amounts, and will be invoiced to you at our cost plus 10%.

We propose to bill projects monthly based on the attached Schedule of Charges. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase billing rates on December 31st of each calendar year by five percent (5%) or Consumer Price Index whichever is less.

This contract shall run for a term of two years with the option to be renewed on an annual basis as determined by the County.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to Kendall County. If you have any questions, please do not hesitate to call.

Sincere/ly,	
Greg Chismark, RE	
President	

Encl: 2023 Schedule of Charges

General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR KENDALL COUNTY:

Authorized By	
Position	
Date	•

# WBK ENGINEERING, LLC 2024 Standard Charges for Professional Services

Classification	Hourly Ra	<u>te</u>
Principal	\$	245
Engineer VI	\$	210
Engineer V	\$	190
Engineer IV	\$	170
Engineer III	\$	150
Engineer II	\$	135
Engineer I	\$	125
Urban Planner VI	\$	215
Urban Planner V	\$	190
Urban Planner IV	\$	160
Urban Planner III	\$	125
Urban Planner II	\$	115
Environmental Resource Specialist V	\$	152
Environmental Resource Specialist IV	\$	140
Environmental Resource Specialist III	\$	122
Environmental Resource Specialist II	\$	115
Environmental Resource Specialist I	\$	100
Technician V	\$	170
Technician IV	\$	150
Technician III	\$	135
Technician II	\$	115
Technician I	\$	100
Intern	\$	75
Administrative	\$	85
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +	·10%

# WBK ENGINEERING, LLC GENERAL TERMS AND CONDITIONS WITH KENDALL COUNTY, ILLINOIS

1. Relationship Between Engineer and Kendall County: WBK ENGINEERING, LLC (Engineer) shall serve as Kendall County's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

- 3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible. It is understood by Engineer that this agreement is with a government entity. As such, any further price adjustments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Client understands that the project schedule will be adjusted to accommodate the formal County procedure. The Engineer is not obligated to begin any additional work until County Board approval.
- 4. <u>Suspension of Services</u>: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Any costs greater than the "not to exceed" fee referenced herein and by attachments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
- 5. <u>Termination</u>: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Upon receipt of a termination notice, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Client shall not be liable for those costs and expenses resulting from Engineer's failure to mitigate such losses. Further, Client shall not be responsible for salaries, overhead and fees accrued after Agreement's termination.
- 6. <u>Documents Delivered to Client</u>: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If

additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control.

- 7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk.
- 8. The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.
- Standard of Practice: The Engineer will strive to conduct services under this agreement in a
  manner consistent with that level of care and skill ordinarily exercised by members of the
  profession currently practicing in the same locality under similar conditions as of the date of
  this Agreement.
- 10. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly. However, Engineer acknowledges that any such compensation will be contingent upon prior submittal of costs to the County for review and approval by the Kendall County Board.

11. <u>Affirmative Action</u>: The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

12. Indemnification: Engineer shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Client Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the Engineer's negligent or willful acts, errors or omissions in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3- 9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Engineer's duty to indemnify and hold the County harmless, as set forth above.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to

- the total negligence (including that of third parties), which caused the personal injury or property damage.
- 13. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
- 14. Not Used.
- 15. <u>Successors and Assigns</u>: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
- 16. <u>Waiver of Contract Breach</u>: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
- 17. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein or within the Proposal for Engineering Services and the Schedule of Charges, which are herein incorporated by reference. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement, Proposal for Engineering Services and the Schedule of Charges shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
- 18. <u>Amendment</u>: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
- 19. <u>Severability of Invalid Provisions</u>: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

- 20. <u>Force Majeure</u>: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, fires, natural calamities.
- 21. <u>Subcontracts</u>: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing. Engineer hereby waives any claim of lien against subject premises on behalf of Engineer, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Engineer shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
- 22. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services. Should such services be necessary, Engineer shall provide a written quote to Client in advance for approval.
- 23. <u>Designation of Authorized Representative</u>: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
- 24. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
  - In the case of notice to Kendall County, County Administrator, County of Kendall, 111 West Fox Street, Room 316, Yorkville, IL 60560, Fax (630) 553-4214 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois 60560, fax (630) 553-4204. And, in the case of Engineer, to: Greg Chismark, WBK Engineering, LLC, 116 W. Main Street, Suite 201, St. Charles, IL 60174
- 25. <u>Limit of Liability</u>: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed those amounts that are equal to what Engineer has retained insurance coverage for at the time of contracting. Said insurance limits at the time of contracting include: Professional Liability of \$2,000,000.00 each occurrence and \$4,000,000.00 general aggregate; General Liability of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate; Automobile Liability of \$1,000,000.00; and an Excess/Umbrella of \$10,000,000.00 per occurrence. Engineer understands that said limits on liability are

based upon the coverage amounts that may be paid by his insurer and such liability limits are set irrespective of whether the insurer(s) actually pay such limits on Engineer's behalf. Engineer further understands that should insurance not provide the coverage amounts above, Engineer shall still be responsible for its liability up to the amounts listed. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

26. <u>Client's Responsibilities</u>: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that

decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

- 27. <u>Information Provided by Others</u>: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing.
- 28. <u>Payment</u>: Client shall be invoiced once each month for work performed during the preceding period. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)
- 29. Not Used
- 30. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Engineer has no responsibility to supervise and direct the work; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be contracted with to be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall be required to take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project. Nothing within this paragraph shall be construed to constitute a warranty or guarantee as to the safety of the services the Contractor shall perform or to intimate the existence of a duty for providing indemnification or shared liability on behalf of the County for any actions, inactions or failures of contractors to provide proper safety precautions in the performance of their work.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall

request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer, and the Client, shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer and the Client do not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

- 31. <u>Insurance and Indemnification</u>: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall be required to provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.
- 32. <u>Hazardous Materials/Pollutants</u>: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

- 33. Not Used
- 34. <u>Compliance With State and Federal Laws</u>: Engineer agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- 35. <u>Authority To Execute Agreement</u>: The County of Kendall and Engineer each hereby warrant and represent that their respective signatures set forth in the attached Proposal for

- Engineering Services have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- 36. <u>Venue</u>: The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
- 37. Non-Appropriation: In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Engineer. In the event of a default due to nonappropriation of funds, both parties have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
- 38. Insurance. See Exhibit 1
- 39. <u>Certification</u>: Engineer certifies that Engineer, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).
- 40. <u>Drug Free Workplace</u>: Engineer and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- 41. <u>Vendor Information Reporting:</u> In accordance with 35 ILCS 200/18-50.2, Engineer shall notify Kendall County, in writing, (1) whether Engineer or any of its subcontractors is a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01 et seq.); and (2) whether Engineer or any of its subcontractors holds any certifications for those categories or if they are self-certifying. If Engineer or any of its subcontractors self-certifies, Engineer shall notify Kendall County in writing whether Engineer or its subcontractors vendor qualifies as a small business under federal Small Business Administration standards.
- 42. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in WBK or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in WBK or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- 43. Employment of Illinois Workers on Public Works Act. If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to the as "the Act"), Engineer, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this

Project in accordance with the Act. Engineer understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Engineer understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.

44. Engineer agrees to comply with The Davis Bacon Act – 40 U.S. C. 3141 et seq. as may be necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The DavisBacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction project through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

#### **EXHIBIT 1 – WBK ENGINEERING AGREEMENT**

38. <u>Insurance</u>. Engineer will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Client at the address set forth herein.

Before starting work hereunder, Engineer shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, and Employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease; (b) comprehensive commercial general liability insurance for bodily injury, personal and advertising injury, products and completed operations, and property damage in the minimum amount of at least \$1,000,000 per occurrence, and \$2,000,000 per aggregate per project; (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury and property damage; (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate; (e) Professional liability (Errors and Omissions) insurance appropriate to Engineer's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.

If Engineer maintains broader coverage and/or higher limits than the minimums shown above, Client shall be entitled to the broader coverage and/or higher limits maintained by the Engineer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Client.

Client shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to liability arising out of work or operations performed by or on behalf of Engineer including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Engineer's insurance. For any claims related to this Agreement, the Engineer's insurance coverage shall be the primary insurance primary coverage (at least as broad as ISO CG 20 01 04 13) with respect to Client. Any insurance maintained by Client shall be excess of the Engineer's insurance and shall not contribute with it.

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

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

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, Engineer must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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

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

# KENDALL COUNTY SHERIFF'S OFFICE

# MONTH-END REPORT



# **DECEMBER**

2023

OPERATIONS DIVISION				
POLICE SERVICES	December-21	December-22	November-23	December-23
Calls for Service	633	666	707	700
Police Reports	343	362	344	331
Total Arrests	54	141	107	138
Ordinance Citations Issued	0	0	0	0
TRAFFIC SERVICES				
Traffic Contacts	363	400	550	595
Traffic Citations Issued	163	208	263	292
DUI Arrests	5	11	3	11
TRAFFIC CRASH INVESTIGATIONS				
Property Damage	47	46	58	46
Personal Injury	9	16	20	11
Fatalities	1	0	0	0
TOTAL CRASH INVESTIGATIONS	57	62	78	57
VEHICLE USAGE				
Total Miles Driven by Sheriff's Office	47,398	49,685	56,004	61,899
Vehicle Maintenance Expenditures	\$3,185	\$9,403	\$0	\$972
Fuel Expenditures	\$10,736	\$11,773	\$13,543	\$12,212
Fuel Gallons Purchased	3,625	4,252	4,410	4,657
Squad Damage Reports	0	0	0	1
AUXILIARY DEPUTIES				
Ride-A-Long Hours	0	0	0	22
Auxiliary Hours	11	162	35	13
TOTAL AUXILIARY HOURS	11	162	35	35
EVIDENCE/PROPERTY ROOM				
New Items into Property Room	78	141	126	58
Disposal Orders Processed	13	23	14	1
Items Disposed Of	118	111	297	71
Items Sent to Crime Lab for Processing	16	14	27	18
INVESTIGATIONS/COPS ACTIVITIES				
Total Assigned Cases (Patrol/Invest)	42	20	25	9
Total Closed Cases (Patrol/Invest)	57	29	21	30
Total Open Cases (Patrol/Invest)	124	93	94	73
Community Policing Meetings/Presentations	21	20	28	25
Sex Offender / Violent Offenders Against Youth Registration	ns			
Sex Offender Registrations	12	15	11	12
Sex Offender - Address Verifications Completed	0	0	12	1
Sex Offender - Address Verification Attempted	0	0	22	1
Total # of Sex Offenders- Jurisdiction	34	32	32	32
Total # of Sex Offenders- Entire County	96	90	84	85
Violent Offenders Against Youth Registrations	0	1	1	1
VOAY - Address Verification Completed	0	0	1	0
VOAY - Address Verification Attempted	0	0	4	0
Total # of VOAY- Jurisdiction	7	7	6	6
Total # of VOAY- Entire County	25	26	27	28

### **RECORDS DIVISION**

SHERIFF SALES	December-21	December-22	November-23	December-23
Sales Scheduled	9	16	10	14
Sales Cancelled	8	8	5	9
Sales Conducted	1	8	5	5
CIVIL PAPERWORK				
Papers Filed/Received	135	123	156	185
Papers Served/Executed	115	87	93	168
REPLEVINS/LEVY				
Replevin/Levy Scheduled	0	0	0	0
Replevin/Levy Conducted	0	0	0	0
SA, SUBPOENA &FOIA REQUESTS				
Electronic and Recording Copy Requests	68	78	61	64
Accident Reports	30	21	38	43
Background Checks	19	17	22	27
Incidents Subpoenas	68 1	62 5	80 2	60 4
TOTAL REQUESTS	186	183	203	198
WARRANTS				
Total Warrants on File	1,782	1,647	1,280	1,199
New Warrants Issued	137	115	103	101
Total Warrants Served	102	128	46	106
Warrants Quashed	25	21	57	76
EVICTIONS				
Evictions Scheduled for Month	3	6	5	8
Evictions Cancelled	1	1	2	3
Evictions Conducted	2	5	3	5
FEES				
Civil Process Fees	\$5,602	\$4,053	\$2,926	\$4,140
Sheriff Sales Fees	\$2 <i>,</i> 700	\$2,400	\$900	\$2 <i>,</i> 700
Records Fees/Fingerprinting	\$300	\$25	\$315	\$330
Bond Processing Fees	\$1,082	\$1,657	\$1,446	\$2,401
TOTAL FEES COLLECTED	\$9,683	\$8,135	\$5,587	\$9,570
<u>CORRECTIONS DIVISION</u>				
JAIL POPULATION	425	102	162	162
New Intake Bookings	135	183	162	163
Inmates Released Federal Inmate ADP	147	186	160	163
Kendall County Inmate ADP	67 66	17 58	11 50	12 45
Other Jurisdictions Inmate ADP	13	4	14	13
Average Daily Population	146	79	75	69
ADP of inmates housed in other Jurisdictions	140	7	2	2
JAIL MEALS				
Number of Meals Prepared Consolidated/Aramark	13,231	7,571	6,972	6,808
Price Per Meal	\$1.36	\$3.08	\$3.08	\$3.08

INMATE TRANSPORTS	December-21	December-22	November-23	December-23
To and From Kendall County Courthouse	27	72	47	56
Other County Court Transports	3	0	1	4
Out of County Prisoner Pickups	5	12	12	15
To I.D.O.C	2	2	2	3
Medical/Dental Transports	18	3	8	10
Court ordered medical transports	2	1	0	1
Juvenile To and From Youth Homes/Courts	6	8	2	11
Federal Transports	15	5	2	3
To and From Kane County Jail		19	7	8
TOTAL INMATE TRANSPORTS	78	122	81	111
INMATE WORK CREWS				
Number of Inmates	1	0	0	0
Number of Locations	1	0	0	0
Total Hours Worked	2	0	0	0
REVENUE				
Amount Invoiced for Inmates Housed for Other Juris.	\$25,760	\$2,170	\$34,665.00	\$25,350
Amount Invoiced for Federal Housing	\$166,320	\$42,720	\$30,360	\$32,936
Amount Invoiced for Federal Court Transport	\$738	\$858	\$468	\$1,910
Amount Invoiced for Federal Medical Transport	\$5,780	\$227	\$152	\$0
TOTAL INVOICED	\$198,598	\$45,975	\$65,645	\$60,196
MEDICAL BULLING				
MEDICAL BILLING	640.240	¢20.000	¢40.440	624.047
Medical Contractual Services	\$19,240	\$20,809	\$18,410	\$21,917
Prescriptions	\$6,427	\$1,780	\$1,139	\$1,489
Medical	\$785	\$830	\$242	\$193
Dental	\$0 \$147	\$0 \$0	\$0 \$0	\$186
Emergency Medical Services	-	\$0 \$536	\$0	\$0 \$0
Medical Supplies  TOTAL MEDICAL BILLING	\$901 <b>\$27,500</b>	\$536 <b>\$23,955</b>	\$445 <b>\$20,235</b>	\$683 <b>\$24,468</b>
	. , ,	. ,		. ,
Housing Expense	ćo	¢15 675	¢0	ćo
Kane County Jail	\$0	\$15,675	\$0	\$0
TOTAL HOUSING EXPENSE	\$0	\$15,675	\$0	\$0
COURT SECURITY				
Entries	8,283	9,186	10,157	9,055
Items X-rayed	3,419	4,485	4,432	4,036
Bond Call - In Person	5	8	62	116
Bond Call - Video	43	45	3	2
Kendall Prisoners	71	88	45	45
Other Prisoners	1	11	16	10
Arrests made at Courthouse	30	33	8	9
Contraband Refused	58	64	37	42
ELECTRONIC HOME MONITORING				
TOTAL DEFENDANTS ORDERED TO EHM				
Juvenile	12	7	4	3
Adult	67	, 67	82	80
TOTAL PARTICIPANTS	79	74	86	83

Orders		December-21	December-22	November-23	<b>December-23</b> 75
Presentenced Bischof		40	32	28	26
Post Sentenced		5	6	5	8
Days Defendants Served on EHM					
Juvenile		314	146	118	75
Adult		1,849	2,013	2,272	2,287
	TOTAL DAYS	2,163	2,159	2,390	2,362
EHM VIOLATIONS					
Juvenile		3	0	0	1
Adult		13	3	6	12
TOTA	AL VIOLATIONS	16	3	6	13
COST vs. COLLECTIONS		¢r (00	¢5 670	¢C 20C	¢C 21C
Cost Collected		\$5,689 \$6,160	\$5,678 \$3,502	\$6,286 \$2,243	\$6,216 \$2,038
Collected		70,100	73,302	72,243	72,030
KCSO TRAINING					
CORRECTIONS DIVISION		December-21	December-22	November-23	
NATURE OF TRAINING					
Alcohol Abuse Emergencies in Jails					2
Contraband Control					21
CourtSmart Fire Extinguisher Refresher					1 0.25
Ground Fighting In-House					7
IL Learning Collaborative to Support MAR					2
Inmate Correspondence					1
Lexipol DTBs Mental Health First Aid					18.75 75
Riot Response in Corrections					75
Stress in Corrections: The Career Buster					2
Stressed & Short Staffed					1
Understanding Inmates Rights					22
	TOTAL HOURS	38.00	189.25	173.50	154.00
	1017121100113		103.23		
OPERATIONS DIVISION		December-21	December-22	November-23	
NATURE OF TRAINING					15
Annual Mandatory Firearms Qual Annual Shotgun Qual					15 8
BAO Re-Certification					6
Below 100					4
CourtSmart Firearms Postroining Order Act Awareness					18
Firearms Restraining Order Act Awareness Ground Fighting In-House					2 245
Hazmat Awareness					32
Identity Protection Act					0.25
KC Anti-Harassment/Discrimination					1
Lead Homicide Investigator Re-Cert					96
Less Lethal Been Bag Qual Lexipol DTBs					14 24.75
Mental Health Awareness					15
Mitigating Crisis w/ Presence					1.5
OC Pepper Spray Cert					2
Off Duty Qual Policy 315					2
PREA: Your Role Responding to Sexual Abuse	e				1 2
Rifle Qual					8

	TOTAL HOURS	656.00	473.50	493.25	529.50
COURT SECURITY		December-21	December-22	November-23	December-23
NATURE OF TRAINING		December-21	December-22	November-23	December-23
Contraband Control					4
CourtSmart					3.5
Lexipol DTBs					5.25
Understanding Inmates Rights					4
	TOTAL HOURS	16.00	58.25	30.25	16.75
	1017/121100110				
ADMINISTRATION DIVISION		December-21	December-22	November-23	
NATURE OF TRAINING					0
Advanced Digital Threat Assessment CourtSmart					8 0.5
Freedom of Information Act					2
National Internal Affairs Training & Certifica	tion				36
	TOTAL HOURS	4.00	18.00	25.75	46.50
AUXILIARY		December-21	December-22	November-23	
NATURE OF TRAINING					
Lexipol					5.5
	TOTAL HOURS	0.00	0.00	3	5.50
	1017/121100110				
PART TIMERS		December-21	December-22	November-23	
NATURE OF TRAINING					1
Annual Mandatory Firearms Qual CourtSmart					1 2.5
Firearms Restraining Order Act Awareness					2.3
Identity Protection Act					0.25
KC Anti-Harassment/Discrimination Training	3				1
Lexipol DTBs					6
Policy 315					1
	TOTAL HOURS	8.00	42.50	19.50	12.75



## Kendall County Agenda Briefing

**Meeting Type:** Committee of the Whole

**Meeting Date:** 1/11/2024

**Subject:** Purchase of personal property related 101 W. Fox acquisition

**Prepared by:** Christina Burns, County Administrator

**Department:** Administration

#### **Action Requested:**

Approval to forward purchase of certain personal property related to acquisition of 101 W. Fox Street to County Board for approval.

#### **Board/Committee Review:**

January 3, 2024, County Board – Approval of the purchase of 101 W. Fox Street not to exceed \$800,000

#### **Fiscal impact:**

\$10,000

#### **Background and Discussion:**

The County acquired the property at 101 W. Fox Street in 2023, acquiring land necessary for the construction of the second county office building and completing the Fox Street campus block. The property was acquired for \$750,000, below the Board's authorization of \$800,000. An additional purchase of certain personal property, including two vehicle lifts, air compressor and shelving, was discussed as part of the acquisition but not finalized as part of the sale. The offer to sell these items to the County still stands, as outlined in the Bill of Sale attached, for \$10,000. The items are in good condition and still in the building.

#### **Staff Recommendation:**

Staff believe the items would be utilized either at the 101 Fox building or at other facilities.

#### **Attachments:**

Bill of Sale dated January 5, 2024

## **BILL OF SALE**

Illinois which is h	being being ereby acknowledged,	in consideration of does hereby sell, as	inois Limited Liability Cor Ten Thousand and 00/10 ssign, transfer and set over , the following describ	O Dollars, receipt of unto BUYER, The
		SEE ATTACHED	EXHIBIT "A"	
said prope power and	ty is free and clear of	f all liens, charges, personal property a	Seller is the absolute owner and encumbrance, and that and to make this Bill of Sabluded.	Seller has full right,
	of Sale is signed by ound hereby.	more than one per	son, all persons so signing	shall be jointly and
IN WITN	ESS WHEREOF, S	eller has signed and	d sealed this Bill of Sale a	t John This
			B & B Land Developme Limited Liability Compa Paul Buck, Manager	-
STATE OF		SS.		
instrument, instrument a	, personally know	n to me to be the sam day in person, and ack y act for the uses and p tarial seal, this	id County, in the State aforesaid e person whose names are sub- mowledged that signed, s urposes therein set forth. day of	scribed to the foregoing
			"OFFICIAL ROBIN E GUZ NOTARY PUBLIC, STATI COMMISSION NO MY COMMISSION EXPI	

# EXHIBIT "A" PERSONAL PROPERTY

- 1. Air Compressor.
- 2. Air Hose Reels.
- 3. Two Post Auto Lift.
- 4. Four Post Auto Lifts.
- 5. All Appliances, Everything accept Beds. Closing on or about April 7, 2023 Seller will stay in Building for a maximum of 180 days after Closing or whenever new building is Ready.
  - Seller will give Buyer access to building during that 180 days to make improvements.
- 6. All Shelving.
- 7. All old Firehouse Extingushers.



## Kendall County Agenda Briefing

**Meeting Type:** Committee of the Whole

**Meeting Date:** 1/11/2024

**Subject:** Phase 1 December Monthly Report and Contingency Reduction #4

**Prepared by:** Dan Polvere, Facilities Director

**Department:** Facilities

#### **Action Requested:**

Review of Phase 1 Contingency Reduction No. 4

#### **Board/Committee Review:**

NA

#### **Fiscal impact:**

\$145,632 Reduction of Phase 1 Contingency

#### **Background and Discussion**

Progress continues on County Office Building #2 (107 W. Fox Street), with work on target to be completed by June 1st. Cordogan Clark's detailed report of December progress is attached.

Contingency reduction No. 4 includes costs for additional temporary construction fence, necessary grading undercuts in both the West and South parking lots and concrete work associated with the ramp vs. stair adjacent to the old firehouse. The total request for Contingency Reduction No. 4 is \$145,632, with revised contract amounts as follows:

• Lite Construction: \$2,141,504 (\$1,596 increase)

• Plainfield Grading: \$612,412 (\$13,463 + \$98,573 increases)

• Midwestern Concrete: \$32,000 (\$32,000 increase)

#### The current available contingency is \$232,505.

#### **Staff Recommendation:**

Approve Motion to forward Contingency Reduction No. 4 to County Board

#### **Attachments:**

- Cordogan Clark December monthly report
- Contingency Reduction No. 4 dated 1-5-2024

#### **CONTINGENCY REDUCTION** Owner: Architect: Construction Manager: Contractor: Field: **CONTINGENCY REDUCTION #: CR-004 PROJECT:** Phase One New Office Building **CLIENT: Kendall County DATE**: 1/5/2024 111 W. Fox Street **CONTRACT DATE:** Yorkville, IL 60560 **PROJECT #**: 221071 CONSTRUCTION MANAGER: Cordogan Clark Consulting Services 960 Ridgeway Avenue Aurora, IL 60506 The Contract is changed as follows: 1. Lite Construction Add'I fence required to secure West parking lot construction. \$1,596.00 New Contract Amount: \$2,141,504. 2. Plainfield Grading Add'l undercuts at South parking lot as required by the Geotech Engineer \$13,463.00 Add'I undercuts at West parking lot, angled parking, drive into site from Ridge Road. \$98,573.00 New Contract Amount: \$612,448. 3. Midwestern Concrete New ramp vs stair to old fire station concrete. Includes patched and rubbed finishes at exposed \$32,000.00 surfaces. New Contract Amount: \$32,000. SUB-TOTAL FOR CONTINGENCY REDUCTION: \$145,632.00 The Original Contingency was: \$505,200.00 Net Change by previously authorized Contingency Reductions: \$127,063.00 The Contingency prior to this reduction was: \$378,137.00 The Contingency will be decreased by this reduction in the amount of: \$145,632.00 The new Contingency with this reduction will be: \$232,505.00 The Contract Time will be increased by: ( 0 ) days The date of Substantial Completion as of the date of this Contingency Reduction, therefore is: unchanged. NOTE: This Contingency Reduction does not include changes in the Contract Sum, Contract Time or Guarnteed Maximum Price that have been authorized by Construction Change Directive until cost and time have been agreed by both the Owner, Contractor & Construction Manager, in which case a Change Order is executed to superscede the Construction Change Directive NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER. **CONSTRUCTION MANAGER:** OWNER: Cordogan Clark Consulting Services, Inc. **Kendall County** 960 Ridgeway Avenue 111 W. Fox Street Aurora, IL 60505 Yorkville, IL 60560

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff 1102 Cornell Lane Yorkville Illinois 60560 Phone: 630-553-7500 Fax: 630-553-1972 www.kendallcountyil.gov/sheriff



### 12- Month Annual Report

### December 01, 2022 - November 30, 2023

OPERATIONS DIVISION	TOTAL	AVERAGE
Calls for Service	8,560	713
Police Reports	4152	346
Total Arrests	1546	129
Traffic Contacts	6871	573
Traffic Citations Issued	3316	276
DUI Arrests	81	7
Total Crash Investigations	629	52
Total Miles Driven by Sheriff's Office	659,383	54,949

RECORDS DIVISION	TOTAL	AVERAGE
Sales Conducted	66	6
Papers Served/Executed	1,437	120
SA, Subpoena & FOIA Requests	2,369	197
Total Warrants Served	1,449	121
Evictions Conducted	69	6
Civil Process Fees	\$67,352	\$5,613
Sheriff Sales Fees	\$43,800	\$3,650
Records Fees/Fingerprinting	\$1,651	\$138
Bond Processing Fees	\$36,862	\$3,072

STATE OF ILLINOIS COUNTY OF KENDALL FILED

Ready to Protect, Proud to Serve DEC 26 2023

Ashi Allitte COUNTY CLERK KENDALL COUNTY

CORRECTIONS DIVISION	TOTAL	AVERAGE
New Intake Bookings	2,406	201
ederal Inmate ADP		15
Cendall County Inmate ADP		64
Other Jurisdictions Inmate ADP		5
Average Daily Population		84
Amount Invoiced for Inmates Housed for Other Juris.	\$63,395	\$5,283
Amount Invoiced for Federal Housing	\$456,876	\$38,073
Amount Invoiced for Federal Court Transport	\$16,528	\$1,377
Amount Invoiced for Federal Medical Transport	\$4,992	\$416

COURT SECURITY	TOTAL	AVERAGE
Entries	12 <mark>7,512</mark>	10,626
Items X-Rayed	55,993	4,666
Kendall Prisoners	EDIC 085 880	73
Other Prisoners	219	18
Arrests made at Courthouse	333	28
Contraband Refused	697	58

TOTAL	AVERAGE
	6
	73
24,872	2,073
\$69,337	\$5,778
\$30,583	\$2,549
	24,872 \$69,337

KCSO TRAINING	TOTAL	AVERAGE
Corrections Division	2,784	232
Operations Division	7,983	665
Court Security	446	37
Administration Division	243	20
Auxiliary Division	44	4
Part Time Deputies	322	27

#### YEAR END BUDGET RESULTS

Sheriff's Budget	\$6,837,228.51	Corrections' Budget	\$4,322,164.20
Year to Date	\$6,296,114.87	L CO Year to Date	\$4,074,527.65
Balance	\$541,113.64	Balance	\$247,636.55
Percent	92.1%	Pe <mark>rcent</mark>	94.3%

Respectfully Submitted,

Sheriff Dwight A. Baird

# Kendall County Clerk Annual Report for 2023

The Kendall County Clerk & Recorder's Office forwards its 2022 year-end report which summarizes revenues and budget details as well as various functions processed through the Clerk & Recorder's Offices:

	2023	2022		2023	2022
Marriage Licenses Issued	554	624	Civil Union Licenses Issued	4	4
Death Certificates Printed	3,930	3,855	Home Births (Birth	21	12
			Certificates Processed)		
Assumed Name	69	112	Notary Certificates Issued	0	316
Certificates Issued					
Number of Documents	14,859	20,132			
Recorded					

#### **CLERK**

- > Vital Records available for request online with new online ordering system
- Accounts Payable processing payments through ACH
- > Removed Cash Register for new receipting program through Devnet
- > The Clerk's Office continued to post expenditures online for the 11<sup>th</sup> straight year
- ➤ The office processed 780 EIS forms for 2023
- Monthly updates are made to the county yearbook and government guide
- ➤ The Clerk participated in the annual tax sale held on October 25, 2023, where 415 tax certificates were issued and are now held in the Clerk's Office
- ➤ The Clerk completed 62 FOIA requests during the year

#### **RECORDER**

- ➤ 14,859 Documents recorded
- ➤ Electronically recorded 11,878 documents
- > Back filing of documents before 1986 to website

#### **ELECTIONS**

- > 85,972 new voter ID cards sent for the voter registration purge.
- As the Election Authority for Kendall County, the office conducted the Consolidated Primary Election in February of 2023 for the Village of Oswego; votes cast 1,460 (6.32%). The office conducted the Consolidated Election in April; 13, 765 votes were cast (15.87%)
- Registered voters at the Consolidated Election 86,713
- Polling Place Grant received \$5,854.86 and Voter Registration Grant received \$72,327.86
- Election equipment received for no charge from Will County saving Kendall County over \$200,000

Kendall County C	lerk			
Revenue Report		12/1/23-12/31/23	12/1/22-12/31/22	12/1/21-12/31/21
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$473.00	\$536.00	\$1,068.50
MARFEE	County Clerk Fees - Marriage License	\$780.00	\$810.00	\$720.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$30.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$45.00	\$30.00	\$35.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,288.00	\$1,766.00	\$1,418.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$325.00
MISINC	County Clerk Fees - Misc	\$7.00	\$25.00	\$44.00
	County Clerk Fees - Misc Total	\$2,593.00	\$3,197.00	\$3,610.50
RECFEE	County Clerk Fees - Recording	\$17,274.00	\$19,275.00	\$37,059.00
	Total County Clerk Fees	\$19,867.00	\$22,472.00	\$40,669.50
CTYREV	County Revenue	\$35,219.25	\$44,217.00	\$57,279.50
DCSTOR	Doc Storage	\$10,080.00	\$11,219.00	\$21,741.50
GISMAP	GIS Mapping	\$32,012.00	\$35,610.00	\$68,910.00
GISRCD	GIS Recording	\$2,134.00	\$2,374.00	\$4,594.00
INTRST	Interest	\$118.66	\$134.22	\$42.41
RECMIS	Recorder's Misc	\$251.50	\$683.50	\$9,124.25
RHSP	RHSP/Housing Surcharge	\$17,028.00	\$9,648.00	\$19,233.00
TAXCRT	Tax Certificate Fee	\$2,000.00	\$1,640.00	\$1,960.00
TAXFEE	Tax Sale Fees	\$5.00	\$25.00	\$501.10
PSTFEE	Postage Fees	\$28.95	\$0.00	\$344.51
CK # 19794	To KC Treasurer	\$118,744.36	\$128,022.72	\$224,399.77
	Surcharge sent from Clerk's office \$788.00	ck # 19792		
Dom vioi Fund Sei	nt from Clerk's office \$130.00 ck 19793			

# Office of the Kendall County Coroner

# Monthly Report December 2023

<sup>\*</sup>No Report for December 2023

Deaths Report to the M.E.		Deaths Investigations	
December 2023	28	December 2023	5
YTD	362	YTD	67

MEI Scene Investigations		Postmortem Examinations	
December 2023	5	December 2023	3
YTD	58	YTD	30

	Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending	
December 2023	24	1	0	0	0	3	
YTD	328	19	11	1	0	3	

Cremation Permits Issued	
December 2023	18
YTD	226

<sup>\*</sup> There were 20 hours of community service time served during the month of December.

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2023-0335	Natural	Cardiac	06-11-1934	12-03-2023	None	Yes
2023-0336	Natural	Dementia-Alzheimers	01-15-1935	12-04-2023	None	No
2023-0337	Natural	Dementia-Alzheimers	03-25-1949	12-04-2023	None	No
2023-0338	Natural	Dementia-Alzheimers	06-24-1939	12-05-2023	None	No
2023-0339	Natural	Cardiac-ASCVD-IHD	03-30-1957	12-07-2023	None	Yes
2023-0340	Natural	Nervous System	06-13-1944	12-09-2023	None	No
2023-0341	Natural	Neoplasm	04-29-1938	12-09-2023	None	No
2023-0342	Natural	Dementia-NOS	07-02-1943	12-09-2023	None	No
2023-0343	Pending	Cardiac	04-20-1955	12-10-2023	Full	Yes
2023-0344	Natural	Renal Disease	10-05-1940	12-06-2023	None	No
2023-0345	Natural	Neoplasm	10-11-1939	12-11-2023	None	No
2023-0346	Natural	Nonspecific Natural	04-23-1923	12-12-2023	None	No
2023-0347	Natural	Dementia-Alzheimers	07-21-1950	12-12-2023	None	No
2023-0348	Natural	Cardiac	02-08-1933	12-13-2023	None	No
2023-0349	Natural	Dementia-Alzheimers	11-08-1941	12-18-2023	None	No
2023-0350	Natural	Neoplasm	08-09-1947	12-18-2023	None	No
2023-0351	Natural	Neoplasm	12-26-1970	12-20-2023	None	No
2023-0352	Natural	Cardiac	02-26-1957	12-20-2023	None	No
2023-0353	Natural	Dementia-Alzheimers	06-12-1917	12-21-2023	None	No
2023-0354	Pending	Nervous System-Hemorrhage	07-31-2004	12-21-2023	Full	Yes
2023-0355	Natural	Renal Disease	09-16-1927	12-22-2023	None	No
2023-0356	Natural	Cardiac-Infarct NOS	11-19-1936	12-24-2023	None	No
2023-0357	Accident	Dementia-Alzheimers	10-14-1929	12-25-2023	None	No
2023-0358	Natural	Nervous System	04-12-1945	12-27-2023	None	No
2023-0359	Natural	Cardiac	12-17-1945	12-27-2023	None	No
2023-0360	Pending	Drug Death-Acute Intoxication	10-01-1976	12-28-2023	Full	Yes
2023-0361	Natural	Neoplasm	10-27-1948	12-28-2023	None	No
2023-0362	Natural	Dementia-Alzheimers	09-30-1935	12-31-2023	None	No

# **Kendall County Emergency Management Agency**

1102 Cornell Lane, Yorkville Illinois 60560 Roger Bonuchi, Director Tracy Page, Deputy Director

### **Emergency Management Report**

#### **DECEMBER 2023**

#### KCEMA Operations

- The following EMA volunteers received the Presidential Volunteers Award for 2023
  - Gold
    - Linda Keen 560 hours
  - Silver
    - Dan Kyburz 250 hours
  - Bronze
    - Joe Buan 179 hours
    - Rob DeLong 175 hours
    - Tim Strueber 155 hours
    - Bill Kenn 103 hours
  - Two new members were sworn in on the 18<sup>th</sup>
    - Kelly Heligas
    - Luke Henderson
  - Updates to the County EMA website are taking place.
  - NQS work and training will begin in January

#### Nuclear

- More than likely will be moving away from using a radio station as our primary public warning channel. IPAWS will take its place.
- Nuclear IPRA exercise will be June of 2025. This will be a hostel action base exercise.

#### Hazard Mitigation Plan

- The HMP was presented to the County Administrator
- Public Forum will be February 20, 2024

#### LEPC Committee

Diesel Spill, I55 near Joliet, Kendall County – 12/07/23

#### UCP Status

- The UHF antenna for the far right radio in the dispatch area of the bus will be installed by end of day today (Monday).
- The PC on the right side of the dispatch area has been fixed.
- Nothing done with the ICRI radio iterop device just yet. We need to select the required cables.
- Revised 2024 UCP budget was presented to the EMA committee of the Chiefs Association. The next approval will be the Chief's Association Board.

#### Meetings/Training/Volunteers/Details

- IEMA County Call Update with IEMA Deputy Director via Zoom, Monthly
- ILEAS Meetings twice a month
- ARES SEC meeting on the second Wednesday of each month via Zoom
- UCP team lead meeting monthly.
- State radio "Stakeholders" meeting monthly.
- Illinois Eclipse Communications Planning is on-going.
- Kendall County will be hosting the IEMA Region 3 meeting on May 17<sup>th</sup> location TBD
- Kendall County will be hosting the National Weather Service Storm Spotting training on February 28<sup>th</sup>

#### Important Dates

01/22/24 - KCEMA Business/Training meeting in EOC

02/20/24 - Hazard Mitigation Plan Public Forum at Oswego Fire Station 1

02/28/24 - National Weather Service Storm Spotting training at Yorkville HS

05/17/24 - IEMA Region 3 meeting location TBD

June 2025 – Nuclear Exercise



# Kendall County Agenda Briefing

**Meeting Type:** 

Finance

**Meeting Date:** 

12/28/2023

Subject:

Case Management System and Digital Evidence

Prepared by:

Jason D. Majer, Public Defender

Department:

Public Defender's Office

#### **Action Requested:**

Approval of Case Management Software and Digital Evidence Storage Programs

#### **Board/Committee Review:**

Finance/Budget

#### Fiscal impact:

2024

# **Background and Discussion:**

Due to the increase in caseloads and the impact of digital evidence, including but not limited to body worn cameras, squad videos, audio and video recorded interviews/interrogations, the Public Defender's office is in need of a formal case management system to accurately track our caseloads and conflicts as well as a way to store and easily access/search discovery and audio/video recordings.

The Public Defender's office currently uses the outlook calendar system which has a limited capacity of entries and no cross-analysis conflict checking or assignment of cases to attorneys. The Public Defender's office is at the capacity of entries for the outlook calendar system.

The Public Defender's office is in need of a digital evidence storage program. The State's Attorney's office has recently contracted with Axon wherein they can digitally send body worn camera videos, squad videos, audio and video recorded interviews/interrogations without the need to burn them to a disc or onto a flash drive. In addition, due to the length of the videos and discovery, the time-consuming task of reviewing these videos, the Public Defender's Office is in need of a program which would allow us to word search/review the videos in a more efficient and time saving manner while trimming the pertinent part of the videos/discovery for trial and hearing purposes.

The financial impact of these programs on the Public Defender's Budget would be as follows:

- 1. Karpel Solutions
  - a. \$27,200 upfront one-time fee.
  - b. \$4,600 annual.

Kendall County Agenda Briefing Meeting Date: Click or tap to enter a date. Subject: Click or tap here to enter text. Page: 2

- 2. Axon Enterprise
  - a. Five Year contract.
    - i. Jan. 2024-\$9,503.71
    - ii. Jan. 2025-\$9,883.87
    - iii. Jan. 2026-\$10,279.22
    - iv. Jan. 2027-\$10,690.39
    - v. Jan. 2028-\$11,118.01

#### **Staff Recommendation:**

**Attachments:** Proposed Karpel Solutions Case Management Software and Axon Enterprise Digital Evidence Storage.



# KENDALL COUNTY PUBLIC DEFENDER KENDALL COUNTY, ILLINOIS

**CONTRACT FOR** 



PROSECUTORbyKarpel®, DEFENDERbyKarpel® & HOSTEDbyKarpel®

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This Agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Kendall County, Illinois (hereinafter referred to as "Client") is hereby entered into between the parties with respect to one or more of Karpel Solutions' copyrighted software program(s) known as PROSECUTORbyKarpel®, DEFENDERbyKarpel®, and/or HOSTEDbyKarpel® (hereinafter referred to as "the Software Program(s)").

#### 1. **DEFINITIONS**

- 1. "Confidential Information" means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software Program(s) and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
- 2. "Client Content" means all data, information, documents, and files Client uploads or inputs into the Software Program(s), including, without limitation, Personally Identifiable Information.
- 3. "Enhancements" means any specific configurations or customizations to the Software Program(s), which Client may request, and Karpel Solutions agrees in writing to provide.
- 4. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of the Software Program(s) provided by Karpel Solutions whether supplied in paper or electronic form.
- 5. "Intellectual Property" (IP) means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights provided by applicable law.
- 6. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.
- 7. "Personally Identifiable Information" (PII) means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of the Software Program(s). Personally Identifiable Information shall be considered Confidential Information.

- 8. "Software Program(s)" means the PROSECUTORbyKarpel® and/or DEFENDERbyKarpel® case management systems and/or the HOSTEDbyKarpel® system, as the case may be, and specifically Client's licensed copies of the Software Program(s).
- 9. "Services" means the services provided by Karpel Solutions in connection with the Software Program(s).
- 10. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
- 11. "Software" means Client's licensed copies of the Software Program(s), and includes any and all updates, enhancements, underlying technology or content, interfaces, other Enhancements, and any Documentation as may be provided Client by Karpel Solutions.

#### 2. SCOPE OF WORK

Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

PROSECUTORbyKarpel Implementation Timeline

<u>Deadline</u>	<u>Tasks and deliverables</u>	Days out
	Project Pre-Implementation Meeting is scheduled. Review customer and Karpel commitment for a formalized project plan.	120
	Assigned resources: Karpel Project Manager. Client Project Manager	
	Server & PC assessment completed and any necessary hardware or software ordered to meet PbK Installation Prerequisites.	100
	Assigned resources: Client Project Manager and IT personnel	1
	Pre-implementation meeting with Client Project Manager and System  Administrators. Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview. PbK pre-load configuration is explained, and initial document templates are received. Workflow pre-configuration is conducted.  Assigned resources: Karpel Project Manager. Client Project Manager and system	90
	administrators  Teleconference status meeting with Karpel and Client Project Manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement.	80
	Assigned resources: Karpel Project Manager, Client Project Manager and system administrators.	

Teleconference status meeting with Karpel and Client Project Manager to review progress and answer additional questions regarding pre-load spreadsheet. Review of timeline to meet scheduled "go live" date.	60
Assigned resources: Karpel Project Manager. Client Project Manager and system administrators	
Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.	45
Assigned resources: Karpel Project Manager and Karpel Support Technicians. Client Project Manager and IT.	
Online document template conversion review- Client will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks.	40
Assigned resources: Karpel Project Manager and document conversion specialist.  Client Project Manager and system administrators	
The Client Project Manager will provide Karpel with the completed PbK Pre-Load Spreadsheet.	35
Assigned resources: Karpel Project Manager. Client Project Manager.	
Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified.	35
Assigned resources: Karpel Project Manage. Client Project Manager and system administrators	
Mock Go-live, System Administrator Training and Final system walkthrough - Karpel will train the System Administrators exactly as the staff will be trained upon go-live. This training includes completed document templates and workflow configuration. Application testing will begin. Client Project Manager will report all inaccuracies to Karpel.	30
Assigned Resources: Karpel Project Manager and assistant trainer. Client Project Manager and system administrators.	
Teleconference status meeting with Karpel and Client Project Manager to review timeline to meet scheduled "go live" date.	21
Assigned resources: Karpel Project Manager. Client Project Manager and system administrators.	

	Complete installation and testing of all workstations by Karpel Solutions or local IT support.	14
	Assigned resources: Karpel Project Manager. Client Project manager and IT.	
	Final teleconference status meeting with Karpel and Client Project Manager to verify training area is prepared for scheduled training.	7
	Assigned resources: Karpel Project Manager. Client Project Manager and system administrators.	
TBD	Training and go live. Karpel Trainers arrive at the training room. Final configuration of PbK is reviewed with all system administrators present. User training begins. Client begins using PbK in a live state.	Go Live

(hereinafter referred to as "the Project Scope/Timeline").

The above Go Live date will no longer be valid if Client fails to sign this contract within 30 days of receipt. The Project Scope/Timeline may be modified as mutually agreed upon by Client and Karpel Solutions. Changes to the Project Scope/Timeline after execution of this Agreement may result in an additional fee as set forth below in "Investment Summary and Pricing."

Karpel Solutions will use its best efforts to convert existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Scope/Timeline listed above into a format that can be utilized by the Software Program(s). However, Karpel Solutions does not support, nor will Karpel Solutions convert customized macros, auto-text files, or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and/or Corel WordPerfect®

#### 3. OTHER WORK

Any additional work requirements outside the scope of this Agreement must be presented in the form of a written change order and must be approved by Client prior to start of such work. No additional charges will be incurred without prior written approval from Client.

#### 4. CLIENT RESPONSIBILITIES & OBLIGATIONS

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

- 1. Access to Client facilities while onsite, as deemed necessary by the Karpel Solutions project manager.
- 2. Access to systems and equipment as required by Karpel Solutions including:
  - a. The Software Program(s) application access using Karpel Solutions laptops and Client's network for training and application testing.
  - b. Installation of the Karpel Solutions remote support tool on all desktops accessing the Software Program(s) applications. Failure of Client to provide access to enable support

tool constitutes a material breach of this Agreement and may result in termination of this Agreement.

- c. Physical or remote access to all of Client's applicable workstations so that Karpel Solutions can visually verify and test the setup of each workstation prior to mock go-live.
- 3. Access to Client data and document templates (if applicable) that will be provided by Client if such data is to be converted and populated by Karpel Solutions into the Software Program(s).
  - a. Legacy data (i.e., any data from Client's current system which is being replaced under this Agreement) must be provided to Karpel Solutions as soon as possible but not later than 120 days before the above go live date. Additional data sources provided after this date will not be converted unless mutually agreed in writing otherwise. Legacy data that is provided by Client for data conversion from the legacy system into the Software Program(s) will be destroyed 30 days after Client's Go Live date. As the originator of the legacy data, it will be Client's responsibility to retain legacy data more than 30 days after Go Live if so desired by Client.
  - b. Document templates and a signed Document Template Formatting Agreement must be provided to Karpel Solutions as soon as possible but no later than 90 days before the above go live date. Document templates provided after this date will not be converted unless mutually agreed in writing otherwise.
- 4. An authorized attorney with decision making authority to assist in the definition of any project unknowns.
  - a. Appointed decision maker must be present during the following activities:
    - i. Project kickoff
    - ii. Establishment of timeline
    - iii. Workflow meetings
    - iv. Interface definition meetings and signoff
    - v. Charge language review and approval
    - vi. Document template review and signoff
    - vii. Data conversion review and signoff
- 5. Sufficient time for all data conversion reviews, if applicable, will include a minimum of:
  - a. Verification and review of ten (10) cases per year for each Client department of any legacy system(s) data during each review.
  - b. Client is responsible for validating their data and code table set up during the project. Validating data is key to a successful implementation. If issues arise with converted data after go-live, Karpel Solutions will determine if a fix is possible, and an additional fee may be required for the work required to fix the issue.
- 6. PASSWORD PROTECTION AND USER REQUIREMENTS. Access to the Software Program(s) is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Software Program(s). KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Software Program(s). Only the number of users set forth in the Investment Summary may access the Software Program(s). Client must inform their users that they are subject to, and must comply

with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access the Software Program(s). Client agrees that Karpel Solutions is not liable for, and Client agrees to hold Karpel Solutions harmless for, any unauthorized access to the Software Program(s), including without limitation, access caused by data destruction and/or failure to protect the login and password information of users.

- 7. RESTRICTIONS ON USE. Client agrees to conduct all activities on the Software Program(s) in accordance with all applicable laws and regulations. Access to the Software Program(s) must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software Program(s), source code, algorithms, or underlying ideas of the Software Program(s); (ii) add to, remove from, or otherwise modify the Software Program(s), interfaces, and/or data without the express written consent of Karpel Solutions; (iii) provide, lease, lend, subcontract, sublicense, or re-publish for service bureau or hosting purposes any or all of the Software Program(s); (iv) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software Program(s) or (v) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software Program(s).
- 8. SUSPENSION OF ACCESS. Karpel Solutions reserves the right to immediately suspend access to Software Program(s) without notice and at any time: (i) if Karpel Solutions suspects or has reason to suspect a security or data breach; (ii) if suspension is necessary to protect Karpel Solutions' rights, Client's rights or the rights of a third party; (iii) if Client misuses the Software Program(s); (iv) if Client fails to make any payments as required under this Agreement; and/or (v) if Client otherwise violates this Agreement. Karpel Solutions will provide notice to Client upon suspension of the Software Program(s).

#### 5. INVESTMENT SUMMARY AND PRICING

Karpel Solutions will perform its Services in exchange for payment as set forth below.

Software Products/Licensing	Qty.	Price	Total
DEFENDERbyKarpel	8	\$1,500	\$12,000
Total Software			\$12,000
Installation Services	Qty.	Price	Total
PROSECUTORbyKarpel Installation and Configuration	1	\$1,000	\$1,000
Data Preload	1	\$1,500	\$1,500
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	8	\$50	\$400
Total Installation Services			\$2,900

Data Conversion: NONE - Paper files	0	\$7,500		\$0
Mock Go-Live and System Administrator Training (30	O	77,300		50
days prior to go-live, hours, remote)	4	\$150		\$600
Document Template Setup, Training and Conversion of	,	7200		7000
Up To 100 Document Templates	1	\$2,500		\$2,500
Total Professional Services				\$3,700
Training Services	Qty.	Price		Total
Go-Live Training (days)	5	\$1,200	1 resource	\$6,000
Total Training Services				\$6,000
Customization Services	Qty.	Price		Total
Interface: NONE	0	\$10,000		\$0
Total Customization Services				\$0
				<b>ća</b> 600
Estimated Travel Expenses				\$2,600
Total One-Time Costs				\$27,200
	Qty.	Price		
Total One-Time Costs	Qty.	<b>Price</b> \$350		\$27,200
Total One-Time Costs  Annual Support Services				\$27,200 Total
Total One-Time Costs  Annual Support Services  DEFENDERbyKarpel	8	\$350		\$27,200 Total \$2,800
Total One-Time Costs  Annual Support Services  DEFENDERbyKarpel Unlimited Discovery	8	\$350 \$1,000		\$27,200  Total \$2,800 \$1,000
Total One-Time Costs  Annual Support Services  DEFENDERbyKarpel Unlimited Discovery Hosted Services (per user/year)	8	\$350 \$1,000		\$27,200 Total \$2,800 \$1,000 \$800
Total One-Time Costs  Annual Support Services  DEFENDERbyKarpel Unlimited Discovery Hosted Services (per user/year)  Total Annual Support Services	8	\$350 \$1,000		\$27,200  Total \$2,800 \$1,000 \$800 \$4,600
Total One-Time Costs  Annual Support Services  DEFENDERbyKarpel Unlimited Discovery Hosted Services (per user/year)  Total Annual Support Services  Optional Items	8	\$350 \$1,000		\$27,200  Total \$2,800 \$1,000 \$800 \$4,600
Total One-Time Costs  Annual Support Services  DEFENDERbyKarpel Unlimited Discovery Hosted Services (per user/year)  Total Annual Support Services  Optional Items  JasperSoft Reporting Module	8	\$350 \$1,000		\$27,200  Total \$2,800 \$1,000 \$800 \$4,600  Price \$1,000
Total One-Time Costs  Annual Support Services  DEFENDERbyKarpel Unlimited Discovery Hosted Services (per user/year)  Total Annual Support Services  Optional Items  JasperSoft Reporting Module  JasperSoft Reporting Module Annual Support	8	\$350 \$1,000		\$27,200  Total \$2,800 \$1,000 \$800 \$4,600  Price \$1,000 \$5,000
Total One-Time Costs  Annual Support Services  DEFENDERbyKarpel Unlimited Discovery Hosted Services (per user/year)  Total Annual Support Services  Optional Items  JasperSoft Reporting Module JasperSoft Reporting Module Annual Support JasperSoft Reporting Module Training (minimum)	8 1 8	\$350 \$1,000 \$100		\$27,200  Total \$2,800 \$1,000 \$800 \$4,600  Price \$1,000 \$5,000 \$600
Total One-Time Costs  Annual Support Services  DEFENDERbyKarpel Unlimited Discovery Hosted Services (per user/year)  Total Annual Support Services  Optional Items  JasperSoft Reporting Module  JasperSoft Reporting Module Annual Support  JasperSoft Reporting Module Training (minimum)  Custom Reports (per report)  Document Template Conversion After 100 Documents (per Criminal document templates	8 1 8	\$350 \$1,000 \$100		\$27,200  Total \$2,800 \$1,000 \$800 \$4,600  Price \$1,000 \$5,000 \$600
Total One-Time Costs  Annual Support Services  DEFENDERbyKarpel Unlimited Discovery Hosted Services (per user/year)  Total Annual Support Services  Optional Items  JasperSoft Reporting Module  JasperSoft Reporting Module Annual Support  JasperSoft Reporting Module Training (minimum)  Custom Reports (per report)  Document Template Conversion After 100 Documents (per Criminal document templates  Civil document templates	8 1 8	\$350 \$1,000 \$100		\$27,200  Total \$2,800 \$1,000 \$800 \$4,600  Price \$1,000 \$5,000 \$600 \$1,000
Total One-Time Costs  Annual Support Services  DEFENDERbyKarpel Unlimited Discovery Hosted Services (per user/year)  Total Annual Support Services  Optional Items  JasperSoft Reporting Module  JasperSoft Reporting Module Annual Support  JasperSoft Reporting Module Training (minimum)  Custom Reports (per report)  Document Template Conversion After 100 Documents (per Criminal document templates	8 1 8 er docun	\$350 \$1,000 \$100		\$27,200  Total \$2,800 \$1,000 \$800 \$4,600  Price \$1,000 \$5,000 \$600 \$1,000

This pricing is based upon the following terms and conditions:

1. Interfaces must conform to the appropriate Software Program(s) Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate IEPD (i.e., require a new schema to be designed or database modification) will require Karpel Solutions

and Client review before approval of both design and potential additional development and maintenance costs.

2. All phase one (1) interfaces must have an IRF (Interface Request Form) completed and signed off by all parties within 30 days of the project kick-off meeting. If not completed within this time frame, the interfaces will be automatically moved into phase two (2).

PLEASE NOTE: THERE MAY BE ADDITIONAL COSTS FROM THE OTHER VENDOR(S), WHICH ARE NOT INCLUDED WITHIN THE ABOVE PRICING FOR THIS CONTRACT, AND WHICH WILL BE BILLED SEPARATELY BY THE OTHER VENDOR(S). CLIENT SHALL BE SOLELY RESPONSIBLE FOR THESE SEPARATE COSTS.

- 3. Interfaces not currently in production will be considered as "Phase 2" and implemented post-go live.
- 4. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate the Software Program(s). Such expenses are solely Client's responsibility.
- 5. Changes to the Project Scope/Timeline will impact and affect other work of Karpel Solutions and other clients and will result in an increased financial burden to Karpel Solutions which may be difficult to ascertain or estimate. Accordingly, any changes to the Project Scope/Timeline after execution of this Agreement may result in an additional fee in the amount of 10% of the total cost for the project to account for the additional time and expenses that will be incurred by Karpel Solutions in order to accommodate any such changes. In addition, travel expenses as outlined in the Investment Summary will no longer be applicable, and any such expenses will be charged to Client at the actual cost incurred by Karpel Solutions.
- 6. Karpel Solutions will honor pricing proposals for Optional Services for up to 90 days of execution of this Agreement. Upon the request of Client to provide an Optional Service, an official notice to begin the service must be received from Client before the Optional Services will be provided by Karpel Solutions. This is to ensure there are no misunderstandings between Client and Karpel Solutions as to the provision of Optional Services.
- 7. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of the Software Program(s). If Client's storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to Client's bill at the rate(s) set forth in the Investment Summary. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same.
- 8. Client agrees to pay Karpel Solutions for any materials purchased for Client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client. Client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and ground transportation.

- As with any project, all prices herein are subject to change as new information arises that will alter
  or impact the project or as workload for the project increases. Karpel Solutions will seek approval
  from Client if additional work becomes necessary to make requested changes during the project.
- 10. Upon termination of this Agreement, whether by Client, Karpel, or mutual agreement of the parties, Client agrees to pay to Karpel Solutions a data collection fee in the amount of \$1,000 to compensate Karpel Solutions for its time and services required in connection with the return of Client Content and Confidential Information upon termination of this Agreement.

#### 5.1 Payment Terms

50% of the Software Program(s) User Licenses is due and must be paid upon execution of this Agreement by Client, with the remaining amount, including first year annual fees, due and payable within thirty (30) days of completion of implementation of the Software Program(s) and initial training provided to Client by Karpel Solutions. The Software Program(s) User License deposit is non-refundable, including, but not limited to, in the event that this Agreement is later terminated by Client for any reason.

Annual fees for the Agreement will begin upon Client's go-live month and will be due and payable on the first of the month each year thereafter, unless Karpel Solutions or Client gives notice as set forth herein of intent not to renew or otherwise terminates this Agreement as set forth in "Termination" below.

TERM. This Agreement shall be for a term of one (1) year and shall automatically renew for subsequent one (1) year terms, unless either Karpel Solutions or Client gives notice to the other party at least thirty (30) days prior to the expiration of the then-current term of Karpel Solutions or Client's intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing for subsequent annual terms is subject to change at the sole discretion of Karpel Solutions, though Karpel Solutions will provide Client with at least ninety (90) days' notice of any pricing change prior to the renewal date.

SUSPENSION OR TERMINATION OF SERVICES FOR NON-PAYMENT. In the event that Client fails to pay any amounts due and such non-payment continues for a period of ninety (90) days, Karpel Solutions may suspend Services hereunder until full payment is received and/or may terminate this Agreement for non-payment, in addition to, and without limitation to, exercising any other rights or remedies which may exist under the law.

INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law. Client agrees to pay any and all costs of collection incurred by Karpel Solutions, including, but not limited to, any attorneys' fees incurred by Karpel Solutions, with respect to any past due balance(s) on Client's account.

#### 6. ANNUAL SUPPORT

#### 6.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually, separate and apart from any license fees required by this Agreement. The option to purchase annual support is solely at Client's discretion. Client's license to use the Software Program(s) is not dependent upon Client purchasing annual support; however, if Client discontinues annual support, Client will not be provided with updated versions of the Software Program(s), unless the updates are purchased by Client. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and Client has purchased and is current with annual support payments, Karpel Solutions will provide updated versions of the Software Program(s) as they become available during the terms of the Agreement. If Client elects to renew the annual support service, Karpel Solutions has the right to increase current pricing for annual support at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal of the annual support service.

#### 6.1.1 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g., software updates, general program enhancements and technical support) for all Software Program(s) provided, including ongoing unlimited telephone technical support problem determination and resolution.

#### 6.1.2 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, between the hours of 7:00 a.m. and 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

#### 6.1.3 INCLUDED SUPPORT

Support services include the detection and correction of errors in the Software Program(s) and the implementation of all of the Software Program(s) changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live, allowing Karpel Solutions to provide the needed support to meet the service level agreement.

#### 6.1.4 RESPONSE TIMES

Karpel Solutions will be responsive and timely to technical support calls/inquires made by Client. Client will first make support inquires through their qualified system administrators to assure the policies and business practices of Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity\* of the issue/support problem shall determine the average problem resolution response time as follows:

\*If the remote support tool is not installed or available with respect to a reported issue, Karpel Solutions will not provide technical support for any such reported issues.

Severity Level 1 shall be defined as urgent situations, when Client's production system is down and Client is unable to use the Software Program(s), Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by Client.

Severity Level 2 shall be defined as critical Software Program(s) system component(s) that have significant outages and/or failure precluding successful operation, and possibly endangering the customer's environment. The Software Program(s) may operate but are severely restricted. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by Client.

Severity Level 3 shall be defined as a minor problem that exists with the Software Program(s) but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of Software Program(s), unless otherwise authorized in writing by Client.

<u>General Assistance</u>: For general Software Program(s) support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day.

#### 6.2 SERVICE LEVEL COMMITMENT

<u>UPTIME</u>: Karpel Solutions is committed to providing the Software Program(s) in a consistent and reliable manner. Karpel Solutions will provide the Software Program(s) to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance Including, but not limited to, preventative, or emergency maintenance of the Software Program(s). Client understands that scheduled maintenance may affect availability of the Software Program(s). If scheduled maintenance is to be performed, Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

<u>DATA RETENTION AND BACKUPS</u>: As a part of the Software Program(s), Karpel Solutions will use its best efforts to maintain consistent, regular, and validated backup of Client Content and

Confidential Information imported into the Software Program(s) in accordance with the Microsoft Azure government cloud network's policies and procedures. Upon written request, Karpel Solutions will make available to Client a copy of the current Microsoft Azure retention and backup policies and procedures.

<u>AUDITS AND SECURITY</u>: Karpel Solutions is committed to maintaining the security of Client Content and Confidential Information maintained in the Software Program(s). Karpel Solutions will maintain the Software Program(s) in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords on Client's end. Karpel Solutions will perform security audits of the Software Program(s) in accordance with the Microsoft Azure government cloud policies and procedures to protect the integrity and security of the Software Program(s).

<u>DATA TRANSMISSION</u>: Karpel Solutions ensures that all data transmitted to and from the Software Program(s) is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

<u>DATA LOCATION</u>: Karpel Solutions will maintain the Software Program(s), Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

#### 7. OWNERSHIP OF INTELLECTUAL PROPERTY

KARPEL SOLUTIONS OWNERSHIP: Karpel Solutions retains all rights, title, and interests in and to the Software Program(s) and any related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software Program(s) will become the property of Karpel Solutions, and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable license with respect to the Software Program(s) on the terms and conditions set forth in this Agreement.

CLIENT OWNERSHIP: Client retains all rights, title, and interests in and to Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully paid license to use, copy, and modify Client Content solely to the extent necessary and for the sole purposes of providing access to the Software Program(s) or otherwise complying with its obligations under this Agreement.

COPYRIGHT. Karpel Solutions reserves the right to seek damages if Client is responsible for a violation of Karpel Solutions' copyright, and Client assumes full responsibility for the acts and omissions of its agents acting in the course and scope of their duties for Client with respect to the protection of Karpel Solutions' copyright.

#### 8. LICENSE TERMS AND USE

The Software Programs are proprietary products of Karpel Solutions. They are licensed (not sold) and are licensed to Client for its use and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable right and license to use the Software Program(s) solely in accordance with the terms of this Agreement. Client's license will terminate immediately and automatically upon the expiration or termination of this Agreement. Client

may not sub-license any rights under this Agreement to any party without Karpel Solution's prior written consent, which may be withheld by Karpel Solutions in its sole and absolute discretion. Client's license is subject at all times to Client's full compliance with this Agreement.

- 1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated Documentation furnished.
- 2. Client cannot distribute, rent, sublicense, or lease the Software Program(s). A separate license of the Software Program(s) is required for each authorized user or employee. Each license of the Software Program(s) may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor by more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined).

Client agrees to allow Karpel Solutions to audit Client's use of the Software Program(s) and licenses of the Software Program(s) at any time. Client will cooperate with respect to the audit, including providing access to any books, computers, records, or other information that relate to the use of the Software Program(s). Such audit will not unreasonably interfere with Client's activities.

In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of the Software Program(s), Karpel Solutions shall be entitled to, and Client must pay to Karpel Solutions, the monetary equivalent of the costs that would have been incurred by Client had Client properly obtained the license, installation and training for the unauthorized user(s) associated with each violation, and Client will also reimburse Karpel Solutions for the reasonable cost of the audit, in addition to any other remedies to which Karpel Solutions may be entitled under the law.

- 3. This license does not transfer any rights to Software Program(s) source codes, unless Karpel Solutions ceases to do business without transferring its obligations under this Agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.
- 4. Client may not use, copy, modify, or transfer the Software Program(s) or Documentation, in whole or in part, except as expressly provided herein. The Software Program(s) and the Documentation are protected by copyright and trade secret laws. Karpel Solutions retains all rights in any copy, derivative or modification to the Software Program(s) and Documentation no matter by whom made. The Software Program(s) are licensed for single installations of one full time employee or two part-time employees as set forth above. A separate license is required for each installation of the Software Program(s). Client shall not provide or disclose or otherwise make available the Software Program(s) or any portion thereof in any form to any third party. Client acknowledges that unauthorized copying and/or distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.
- 5. The Software Program(s) were developed exclusively at private expense and are Karpel Solutions' trade secrets. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software Program(s) and Documentation shall be considered exempt from disclosure. The Software Program(s) are "commercial computer software" subject

to limited utilization "Restricted Rights." The Software Program(s), including all copies, are and shall remain proprietary to Karpel Solutions. In the event that a third party seeks to compel disclosure and/or production of the Software Program(s) or Documentation by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.

6. Public Agency Participation (APPLICABLE TO PUBLIC AGENCY CLIENTS ONLY): Other public agencies may utilize the terms and conditions established by this Agreement. "Public agency," for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality, and other political subdivision. Kendall County, IL is not an agent, partner, or representative of such public agency, and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. These so called "piggy-back" awards shall be made independently by each public agency, and that agency shall accept sole responsibility for placing orders with Karpel Solutions. Kendall County, IL does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies. Any such contract by another public agency must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

#### 9. WARRANTY

1. LIMITED WARRANTY: Karpel Solutions warrants it will provide the Software Program(s) and Services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in this Agreement shall be in compliance with all applicable laws, rules, and regulations. Karpel Solutions warrants it will provide access to and use of the Software Program(s) in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Software Program(s) or Services are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth below.

Karpel Solutions makes no warranties, express or implied, as to any third-party software or as to Karpel Solutions' ability to support such software on an on-going basis. Karpel Solutions also makes no warranties, express or implied, as to the quality of or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at Client's facilities or as may be added by Client.

2. INTERNET: Karpel Solutions makes the Software Program(s) available to Client through the Internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Software Program(s). Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions, or unavailability of the Software Program(s) attributable to problems with the Internet or the configuration of Client's computer systems or network.

- 3. SYSTEM REQUIREMENTS: Karpel Solutions provides the Software Program(s) based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Software Program(s) based upon Client's failure to comply with the system requirements of Karpel Solutions.
- 4. WARRANTY LIMITATION: The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from: (i) Client's failure to use any new or corrected versions of the Software Program(s) made available, (ii) use of the Software Program(s) by Client for any purpose and/or in any manner other than that authorized in this Agreement, (iii) use of the Software Program(s) in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software Program(s), (iv) misuse of the Software Program(s) by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification or alteration of the Software Program(s) not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
- 5. DISCLAIMER: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT: (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SOFTWARE PROGRAM(S) WILL BE CONTINUOUS, ERROR-FREE, OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE PROGRAM(S) WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, OR (iii) THAT THE SOFTWARE PROGRAM(S) WILL MEET CLIENT'S NEEDS.
- 6. EXCLUSIVE REMEDIES: If the Software Program(s) provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty above, Karpel Solutions' sole obligation shall be to correct or modify the Software Program(s) at no additional charge to Client. If Karpel Solutions is unable to correct or modify the Software Program(s) to the satisfaction of Client, Client's sole remedy will be to terminate this Agreement by written notice to Karpel Solutions and receive a refund of any fees pre-paid, if any, for the pro rata remainder of the then-effective term of this Agreement.

#### 10. LIMITATION OF LIABILITY

CLIENT AGREES THAT KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. REGARDLESS OF THE FORM OF THE CLAIM, KARPEL SOLUTIONS' TOTAL LIABILITY TO CLIENT SHALL BE LIMITED TO THE LESSER OF: (i) THE EXTENT AND AMOUNT OF ANY INSURANCE COVERAGE WHICH IS AVAILABLE FOR SUCH CLAIM(S),

OR (ii) THE AMOUNT OF FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE THIRTY (30) DAY PERIOD PRIOR TO SUCH CLAIM(S) ARISING. TO THE EXTENT THAT INSURANCE COVERAGE IS AVAILABLE FOR SUCH CLAIM(S), CLIENT AGREES THAT CLIENT'S SOLE RECOURSE SHALL BE PAYMENT OF ANY AVAILABLE INSURANCE PROCEEDS, AND CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH INSURANCE PROCEEDS IN FULL SATISFACTION OF SUCH CLAIM(S).

#### 11. TERMINATION

TERMINATION BY CLIENT: In the event that Client believes that Karpel Solutions has failed to perform or materially breached this Agreement, Client shall provide thirty (30) days' written notice to Karpel Solutions of Client's intent to terminate this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If the alleged failure or breach cannot be cured within thirty (30) days, but Karpel Solutions has initiated good-faith efforts to cure the breach within the thirty (30) day period, the cure period shall be extended for a reasonable period of time so as to allow Karpel Solutions to complete the cure of the alleged failure or breach. If at the end of the cure period Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement by providing written notice of termination.

TERMINATION BY KARPEL SOLUTIONS: Karpel Solutions may terminate this Agreement on thirty (30) days' written notice to Client for any reason, including, but not limited to, in the event that Client has failed to perform under or materially breaches this Agreement. Failure to timely pay all amounts due and owing and failure to reasonably cooperate with Karpel Solutions in connection with the Services, among other things, shall constitute material breaches of this Agreement.

TERMINATION FOR INSOLVENCY. Either party may immediately terminate this Agreement by providing written notice of termination in the event the other party: (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER TERMINATION OR EXPIRATION: Upon termination or expiration of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Software Program(s), and each party shall immediately cease use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client with respect to the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Software Program(s) provided under this Agreement.

FINAL PAYMENT. In addition to the Data Collection Fee set forth in the Investment Summary due and payable to Karpel Solutions upon termination or expiration of this Agreement, Client shall also be responsible for and shall pay any and all fees earned by Karpel Solutions prior to termination or expiration for all work and services performed and/or expenses incurred by Karpel Solutions under this Agreement prior to termination or expiration. Karpel Solutions will send an invoice to Client with respect to these

amounts, and final payment of all amounts due by Client to Karpel Solutions must be paid within thirty (30) days of that invoice. Past due accounts will be charged interest at the rate of one and one-half percent (1.5%) per month, or at the maximum rate allowable by law. Client also agrees to pay any costs of collection, including reasonable attorneys' fees, incurred by Karpel Solutions in connection with this Agreement.

#### 12. NON-SOLICITATION AND CONFIDENTIALITY OBLIGATIONS

NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES. Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising, and training its employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance and has the potential to hire Karpel Solutions' employees away from Karpel Solutions. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services to others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years after expiration or termination of this Agreement by either party for any reason, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by Karpel Solutions at the time of the solicitation, attempted solicitation, and/or hire or who were employed or engaged by Karpel Solutions within the two (2) year period prior to expiration or termination of this Agreement.

CONFIDENTIALITY. Neither party shall disclose or use any Confidential Information of the other party, except as otherwise set forth in or permitted by this Agreement.

PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software Program(s) may be confidential Personally Identifiable Information of third parties. The parties shall use their best efforts to protect the confidentiality of Personally Identifiable Information of third parties. Client agrees that Karpel Solutions is not liable, and Client agrees to hold Karpel Solutions harmless from any claims arising out of disclosure of Personally Identifiable Information caused in whole or in part by Client's own negligence, misconduct, or fault.

DISCLOSURE REQUIRED BY LAW. In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested should the disclosing party wish to seek such a protective order.

SIMILAR PROGRAMS AND MATERIALS. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of Services provided to Client hereunder.

INJUNCTIVE RELIEF. The parties acknowledge that any breach of the non-solicitation and/or confidentiality obligations of this Agreement will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction,

specific performance, criminal prosecution, or other equitable relief which may be available to the non-breaching party without prejudice to any other rights and remedies.

#### 13. MISCELLANEOUS

NOTICES. Any notices provided under this Agreement will be in writing and will be deemed to have been properly given if delivered personally or if sent by: (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by certified or registered mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after successful transmission.

Karpel Solutions c/o Jeff Karpel 9717 Landmark Parkway, Suite 200 St. Louis, MO 63127 (314) 892-6300 karpel@karpel.com

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to any conflict of laws provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in St. Louis County, Missouri, and Client expressly waives any and all objections regarding jurisdiction, venue, and/or forum non conveniens in such court(s).

ACCEPTANCE TERM. The proposal attached to this Agreement is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.

MODIFICATION AND WAIVER. Any modifications to this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than one made in an explicit written waiver by an Authorized Representative. No waiver of any breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement, whether similar in nature or not.

ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Client, Karpel Solutions, and Karpel Solutions' successors and assigns. Client may not assign or otherwise transfer Client's rights and/or obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and/or transfer this Agreement and/or Karpel Solutions' rights and obligations under this Agreement at any time, and Client's consent to such assignment or transfer is not needed.

FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason

of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage, pandemic, epidemic, or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.

INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without the party's prior written authorization, approval, and consent. Each party shall be responsible for its own conduct and for that of its employees and designated agents with respect to performance and/or non-performance under this Agreement. The parties agree to reasonably cooperate with each other with respect to any third-party claims which may arise from any party's performance and/or non-performance under this Agreement.

SOFTWARE ANOMALIES. New commercial software releases or upgrades, and any hardware and/or software owned by or licensed to Client, used in connection with the Software Program(s) may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services hereunder if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' fees for the Services at the rates stated in the Agreement whether or not a successful solution to such anomalies or issues is achieved.

CLIENT ENVIRONMENT. Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans with respect to Client's own information technology environment; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for loss of data in the Software Program(s) or security breaches that result in unauthorized dissemination of data contained in the Software Program(s) that are the result of Client's own actions, including, but not limited to, Client not following appropriate operating procedures, security and protective measures, and/or adequate backup contingency plans.

ELECTRONIC DOCUMENTS. Client and Karpel Solutions may communicate by electronic means, including, but not limited to, facsimile documents and email. Both parties agree that a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity, an electronic document that contains a signature or USERID is a signed writing, and an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.

MARKETING. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Provided Karpel Solutions is not in violation of

the provisions of this Agreement regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below. This Agreement constitutes the entire agreement between the parties, superseding all prior written and oral agreements. Prior to acceptance of this Agreement, Karpel Solutions reserves the right to make modifications to this Agreement. The signatories warrant they have the authority to bind their respective party.

Kendall County, IL	Karpel Solutions
Signature	Signature
Printed Name	Printed Name
Title	Title
 Date	

Mailing Contact:	Billing Contact:
Mailing Address:	Phone Number:
	Email Address:
	Billing Address:
*	
Tax Exempt? No 🗆 Yes 🗀 If yes, please atta	ch copy of tax exempt certificate
Client Project Manager Contact:	
Phone Number:	
Email Address:	
Client Decision Making Attorney for Project:	
Phone Number:	
Email Address:	
Project IT Contact:	
Phone Number:	
Email Address	



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States VAT: 86-0741227 Domestic: (800) 978-2737 International: +1.800.978.2737

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Issued: 12/20/2023

Quote Expiration 12/29/2023

Estimated Contract Start Date: 01/01/2024

Account Number: 547047
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Kendall County Public Defender Office 807 W John St Yorkville, IL 60550-9249 USA	Kendall County (IL) Public Defender Office 807 W John St Yorkville IL 60560-9249 USA
	Email:

PRIMARY CONTACT	SALES REPRESENTATIVE
Miranda Fraisl <sup> </sup> Phone; 630-553-4215 Email: mfraisl@kendallcountyil.gov ↓ Fax:	Erin Dallas Phone: Email: edallas@axon.com Fax:

#### **Quote Summary**

Program Length	60 Months
TOTAL COST	\$51,475.20
ESTIMATED TOTAL W/ TAX	\$51,475.20

#### **Discount Summary**

Average Savings Per Year	\$10,536.88
TOTAL SAVINGS	\$52,684.40

#### Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$9,503.71	\$0.00	\$9.503.71
Jan 2025 Jan 2026	\$9,883.87	\$0.00	\$9,883.87
Jan 2026	\$10,279.22	\$0.00	\$10,279.22
Jan 2027	\$10,690.39	\$0.00	\$10,690.39
Jan 2028	\$11,118.01	\$0.00	\$11,118.01
Total	\$51,475.20	\$0.00	\$51,475.20

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 Quote Unbundled Price:
 \$104,159.60

 Quote List Price:
 \$54,225.20

 Quote Subtotal:
 \$51,475.20

#### Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
AttorneyPrem	Justice Premier	8	60	\$211.27	\$107.24	\$107.24	\$51,475.20	\$0.00	\$51,475.20
A la Carte Ser	vices								
100490	JUSTICE STARTER	1			\$2,750.00	\$0.00	\$0.00	\$0.00	\$0,00
Total							\$51,475.20	\$0.00	\$51,475.20

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# Delivery Schedule

Software

Juliwale					
Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Justice Premier	100165	UNLIMITED 3RD-PARTY STORAGE	8	01/01/2024	12/31/2028
Justice Premier	100626	INVESTIGATE PRO LICENSE	8	01/01/2024	12/31/2028
Justice Premier	73478	REDACTION ASSISTANT USER LICENSE	В	01/01/2024	12/31/2028
Justice Premier	73618	AXON COMMUNITY REQUEST+LICENSE	8	01/01/2024	12/31/2028
Justice Premier	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	8	01/01/2024	12/31/2028
Justice Premier	73838	PROSECUTOR PROFESSIONAL ACCESS LICENSE	8	01/01/2024	12/31/2028
Justice Premier	85762	AUTO-TRANSCRIBE JUSTICE ACCESS SERVICE	8	01/01/2024	12/31/2028
Justice Premier	85767	DISCOVERY MODULE ACCESS SERVICE	8	01/01/2024	12/31/2028

Services

Bundle	Item	Description	QTY
Justice Premier	100336	INVESTIGATE OPERATOR TRAINING	1
Justice Premier	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	8
A la Carte	100490	JUSTICE STARTER	1

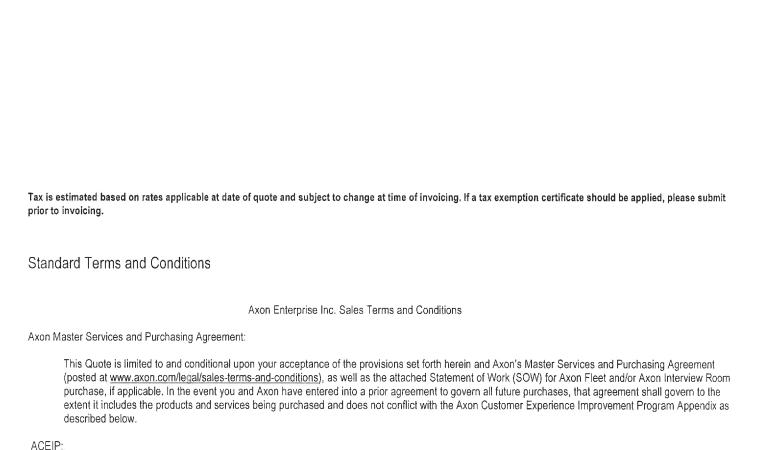
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#### Payment Details

Jan 2024			- The			
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100490	JUSTICE STARTER	1	\$0.00	\$0.00	\$0.00
Year 1	AttomeyPrem	Justice Premier	8	\$9,503.71	\$0.00	\$9,503.71
Total	- 4			\$9,503.71	\$0.00	\$9,503.71
Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100490	JUSTICE STARTER	1	\$0.00	\$0.00	\$0.00
Year 2	AttorneyPrem	Justice Premier	8	\$9,883.87	\$0.00 -	\$9,883.87
Total				\$9,883.87	\$0.00	\$9,883.87
Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100490	JUSTICE STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	AttorneyPrem	Justice Premier	8	\$10,279.22	\$0.00	\$10,279.22
Total				\$10,279.22	\$0.00	\$10,279.22
Jan 2027			Prince Merchanismoneum	MATERIA MATERIA MATERIA PER PER PER PER AMBARA MATERIA PROPERTIES ANTONIO PROPERTIES ANTO	40 40 militaria	
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100490	JUSTICE STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	AttorneyPrem	Justice Premier	8	\$10,690.39	\$0.00	\$10,690.39
Total				\$10,690.39	\$0.00	\$10,690.39
Jan 2028	Alle danders ordered and the second s		THE CONTRACTOR OF THE CONTRACT	BM / INCREMENTAL SERVICE PROGRAMMENT AND A COMMENT TO A MARKET TO A MARKET AND A COMMENTAL AND A COMMENT AND A COM	· Nice of the control	
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100490	JUSTICE STARTER	1	\$0.00	\$0.00	\$0.00
Year 5	AttorneyPrem	Justice Premier	8	\$11,118.01	\$0.00	\$11,118.01
Total				\$11,118.01	\$0.00	\$11,118.01

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Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by

reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

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Signature	Date Signed

12/20/2023



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### **Axon Evidence Justice Services Agreement**

This Axon Evidence Justice Services Agreement ("Agreement") is between Axon Enterprise, Inc., a Delaware corporation ("Axon"), and the agency on the Quote ("Agency"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the Quote ("Effective Date"). Axon and Agency are each a "Party" and collectively "Parties". This Agreement governs Agency's purchase and use of the Axon services detailed in the Quote Appendix ("Quote"). The Parties agree as follows:

Term. The Axon Evidence Justice Services subscription will begin on the Effective Date and continues until all subscriptions hereunder have expired or been terminated ("Term").

### 2 Definitions.

"Axon Cloud Services" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"Axon Device Data" data uploaded to Evidence.com from Axon devices including body worn cameras, Fleet cameras, Interview Room cameras, or Axon Capture.

"Axon Evidence" means Axon's web services for Evidence.com, and interactions between Evidence.com and or Axon client software. This excludes third-party applications or my.evidence.com.

"Agency Content" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant. Agency Content includes Evidence but excludes Non-Content Data.

"Quote" is only valid for services on the quote at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void.

- Storage. Agency may store unlimited Axon Device Data in Agency's Axon Evidence account if the Axon Device Data is shared to Agency through Axon Evidence from a partner agency using Axon Evidence. If Agency is not purchasing an unlimited storage plan, Agency may purchase ala carte storage for other data.
- Payment. In the event Agency purchases services from Axon, payment is due net thirty (30) days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.
- 5 <u>Insurance</u>. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- Indemnification. Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

To the extent permitted by law, Axon disclaims all warranties, remedies, and conditions, whether oral, written, statutory, or implied. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to Axon Evidence Justice Service will not exceed the amount paid for such services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive, or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort, or any other legal theory.

7 <u>IP Rights.</u> Axon owns and reserves all right, title, and interest in Axon products and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

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8 IP Indemnification. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Evidence infringes or misappropriates the third party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on: (a) modification of Axon Evidence by Agency or a third party not approved by Axon; (b) use of Axon Evidence in combination with hardware or services not approved by Axon; or (c) use of Axon Evidence other than as permitted in this Agreement.

#### 9 Termination.

- 9.1 For Breach. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.
- 9.2 By Agency, Agency is obligated to pay any applicable fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency. This Agreement may also be terminated by Agency upon written notice delivered to Axon at least ninety (90) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
- 9.3 Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination.
- 9.4 By Axon. If the Agency is using an Axon Evidence instance that has been provided a no charge to the Agency, Axon may terminate this Agreement for its convenience by providing ninety (90) days prior written notice.
- 10 Confidentiality. "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

#### 11 General.

- 11.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 11.2 Independent Contractors. The Parties are independent contractors, Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Agency, fiduciary, or employment relationship between the Parties.
- 11.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- 11.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 11.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

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- 11.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- **11.7 Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- **11.8** Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- **11.9** Survival. The following sections will survive termination: Indemnification, IP Rights, Axon's Cloud Services Appendix, and, Storage.
- 11.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 11.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Prosecutor shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- **11.12** Entire Agreement. This Agreement represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.,	Agency
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

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## **Axon Evidence Justice Services Agreement**

## Axon Cloud Services Terms of Use Appendix

#### 1. Definitions.

- 1.1. "Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- 1.2. "Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- 1.3. "Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 1.4. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 2. <u>Access</u>. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Agency may not upload non-TASER Data to Axon Evidence Lite.
- 3. Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
- 4. <u>Security</u>. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 5. <u>Agency Responsibilities</u>. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
  - 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
  - 5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.
- 6. <a href="Privacy">Privacy</a>. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or

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## **Axon Evidence Justice Services Agreement**

diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

- 7. Axon Body 3 Wi-Fi Positioning. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8. <u>Storage</u>. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
  - For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
- 9. Location of Storage. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10. <u>Suspension</u>. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11. Axon Cloud Services Warranty. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <a href="https://www.axon.com/products/axon-evidence/sla">https://www.axon.com/products/axon-evidence/sla</a>.
- 12. <u>Axon Records</u>. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
  - 12.1. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("Axon Records Subscription")
  - 12.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
  - 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled

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offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 12.4. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
- 13. <u>Axon Cloud Services Restrictions</u>. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
  - 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
- 14. After Termination. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15. <u>Post-Termination Assistance</u>. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16. <u>U.S. Government Rights</u>. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17. <u>Survival</u>. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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#### **Axon Customer Experience Improvement Program Appendix**

1. Axon Customer Experience Improvement Program (ACEIP). The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can check the ACEIP Tier 2 box below. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

#### 2. ACEIP Tier 1.

- When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("Privacy Preserving Technique(s)"). For illustrative purposes, some examples are described in footnote 11. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip\_and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("New Use Case").
- 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or

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<sup>&</sup>lt;sup>1</sup> For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



could reasonably be linked directly or indirectly to Agency.

3. <u>ACEIP Tier 2</u>. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

## **Professional Services Appendix**

If any of the professional services specified below are included on the Quote, this Appendix applies.

- 1. <u>Utilization of Services</u>. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
- 2. Axon Full Service (Axon Full Service). Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

#### System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

#### **Dock configuration**

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

#### Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

#### System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

#### Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

#### Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

#### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

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- 3. Out of Scope Services. Axon is only responsible for the performance of the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 4. <u>Delivery of Services</u>. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 5. Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 6. <u>Site Preparation</u>. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 7. Acceptance. When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
- 8. <u>Agency Network</u>. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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## Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

Subscription Term. If Prosecutor purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Prosecutor.

If Prosecutor purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Prosecutor, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

Performance Auto-Tagging Data. In order to provide some features of Axon Performance to Prosecutor, Axon will need to store call for service data from Prosecutor's CAD or RMS.

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### Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

Subscription Term. If Prosecutor purchases Axon Auto-Transcribe as part of a bundle or Axon Evidence subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Evidence license term, or (2) date Axon provisions Axon Auto-Transcribe to Prosecutor. If Prosecutor purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Prosecutor.

Axon Auto-Transcribe minutes expire one year after being provisioned to Prosecutor by Axon.

If Prosecutor cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) Auto-Transcribe A-La-Carte Minutes. Upon Axon granting Prosecutor a set number of minutes, Prosecutor may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Prosecutor will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Prosecutor additional fees for exceeding the number of purchased minutes.
- 3) Axon Auto-Transcribe On-Demand. Upon Axon granting Prosecutor an On-Demand subscription to Axon Auto-Transcribe, Prosecutor may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Prosecutor with reviewing and transcribing individual evidence items. In the event Prosecutor uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Prosecutor on upgrading Prosecutor's Axon Auto-Transcribe On-Demand to better meet Prosecutor's needs.
- 4) <u>Warranty</u>. Axon does not warrant the accuracy of Axon Auto-Transcribe.

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### Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

#### 1. Definitions.

- 1.1. "API Client" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. "API Interface" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- "Axon Evidence Partner API, API or Axon API" (collectively "API Service") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. "Use" means any operation on Agency's data enabled by the supported API functionality.

#### 2. Purpose and License.

- Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.
- 3. Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.
- 4. Agency Responsibilities. When using API Service, Agency and its end users may not:
  - 4.1. use API Service in any way other than as expressly permitted under this Agreement;
  - 4.2. use in any way that results in, or could result in, any security breach to Axon;
  - 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
  - 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
  - 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
  - 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
  - provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
  - 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
  - 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
  - 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
  - 4.11. disclose Axon's API manual.
- 5. API Content. All content related to API Service, other than Agency Content or Agency's API Client content.

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is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;
- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
- 6. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
  - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
- 7. API Updates. Axon may update or modify the API Service from time to time ("API Update"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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