



**Kendall County Board Agenda**  
**Adjourned September Meeting**  
**Kendall County Office Building, 111 W. Fox Street**  
**County Board Room 209, Yorkville, IL 60560**  
**Tuesday April 16, 2024, at 9:00 AM**

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
  - A. Yorkville High School Field Experience Program
8. Public Comment
9. Consent Agenda
  - A. Approval of County Board minutes from March 20, 2024
  - B. Approval of Standing Committee minutes
  - C. Approval of Claims in the amount of \$1,667,675.50 from 4/15/24
  - D. Authorize Kendall County Sheriff to enter into Intergovernmental Agreement between the Kendall County Health Department and the Kendall County Sheriff's Office for Police Behavioral Health Clinician Services. This agreement shall continue for a period of two (2) years after the parties' execution of this agreement
  - E. Approval of Contingency Reduction NO. 7 – Lite Construction: \$2,176,981 (\$16,881 increase), Plainfield Grading: \$626,043 (\$5,545 increase), Premium Concrete: \$769,353 (\$4,131 decrease)
  - F. Approval of Historic Courthouse Flat Roof Replacement with Garland /DBS Proposal #25-IL-240258 in an amount not to exceed \$130,000
  - G. Approval of the Revised GIS Cadastral Specialist Job Description
  - H. Approval of New Human Resources Department Payroll Specialist Job Description
  - I. Approval of Revised Organizational Chart and Headcount
  - J. Approval of Revised Section 7.3 Holiday Pay Policy in the Kendall County Employee Handbook
  - K. Approval of Resolution awarding contracts to the low bidders on following projects:
    - 24-00000-00-GM to Superior Road Striping in the amount of \$293,820.80
    - 24-00000-01-GM to D Construction, Inc. in the amount of \$284,836.47
    - 24-00000-02-GM to D Construction, Inc. in the amount of \$653,526.02
    - 24-00000-03-GM to D Construction, Inc. in the amount of \$370,561.75
    - 24-00000-04-GM to D Construction, Inc. in the amount of \$129,696.43
    - 24-00000-05-GM to D Construction, Inc. in the amount of \$46,242.80
    - 24-01000-00-GM to Steffen's 3D Construction in the amount of \$21,270.00
    - 24-02000-00-GM to D Construction, Inc. in the amount of \$96,771.50
    - 24-03000-00-GM to D Construction, Inc. in the amount of \$ 123,745.60
    - 24-04000-00-GM to D Construction, Inc. in the amount of \$317,481.39
    - 24-06000-00-GM to Steffen's 3D Construction in the amount of \$68,808.22
    - 24-07000-00-GM to Steffen's 3D Construction in the amount of \$108,470.90
    - 24-08000-00-GM to D Construction, Inc. in the amount of \$491,865.45
    - 24-09000-00-GM to Steffen's 3D Construction in the amount of \$203,524.00
  - L. Approval of Ordinance for the Establishment of Altered Speed Zones on Douglas Road
  - M. Approval of Resolution Adopting the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan
  - N. Approval of Petition 23 – 35, Tyler Arbeen on Behalf of Arbeen, LLC for a: Special Use Permit for a Landscaping Business and Variances to Section 7:01.G.2.b and 11:02.F.7.a of the Kendall County Zoning Ordinance to Allow Parking and Accessory Structures within Fifty-One Feet of the Center Line of Stewart Road Between 3900 and 3716 Stewart Road on the East Side of Stewart Road, Oswego, in Oswego Township; PIN: 03-24-400-011
10. Old Business
11. New Business

12. Elected Officials and Department Reports

- A. Sheriff (Report included in packet)
- B. County Clerk and Recorder (Report included in packet)
- C. Treasurer (Report included in packet)
- D. Clerk of the Court
- E. State's Attorney
- F. Coroner
- G. Health Department
- H. Supervisor of Assessments
- I. Regional Office of Education
- J. EMA (Report included in packet)
- K. Public Defender (Report included in packet)
- L. VAC

13. Standing Committee Reports

- A. Facilities – Approval of the Kendall County Phase 2 Capital Improvements Projects Proposal

14. Special Committee Reports

- A. Connect Kendall County Commission – Approval of a Predevelopment Agreement for Broadband project including authorizing expenditures of up to \$1.5 million as specified within the agreement

15. Liaison Reports

16. Other Business

17. Chairman's Report

**Appointments**

Jeff Wehrli - Ethics Commission – 2-year term -April 2026

18. Public Comment

19. Questions from the press

20. Executive Session

21. Adjournment

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



**KENDALL COUNTY BOARD  
ADJOURNED SEPTEMBER MEETING  
March 20, 2024**

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Wednesday, March 20, 2024, at 9:02 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Brian DeBolt, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley (9:10 a.m.), and Seth Wormley. Member(s) absent: Elizabeth Flowers.

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

**PLEDGE OF ALLEGIANCE**

Megan Hanna from the Sheriff's Office led the Pledge of Allegiance.

**INVOCATION**

Rabbi David Eber from the Congregation Beth Shalom of Naperville gave the invocation.

**THE AGENDA**

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

**SPECIAL RECOGNITION**

**Kendall County Employee Service Award Celebration**

County employees were recognized for milestone years of service.

**Kendall County Sheriff's Office Representative for Illinois Special Olympics**

Megan Hanna from the Sheriff's Office was recognized for her coordinating and fundraising efforts for the Special Olympics.

**Kendall County Sheriff's Office Employee of the Year**

Nancy Velez was recognized by the Sheriff's Office for Employee of the Year.

**PUBLIC HEARING**

Chairman Kellogg opened the Public Hearing to obtain public comment and consider the economic, social, and environmental effects of the application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. §5311). There were no comments from the public. Chairman Kellogg closed the Public Hearing.

**CONSENT AGENDA**

Member Shanley moved to approve the consent agenda.

- A. Approval of County Board Meeting Minutes from February 6, 2024, and February 20, 2024
- B. Approval of Standing Committee Minutes
- C. Approval of Claims in an amount not to exceed \$1,742,527.91 from 2/27/24 and \$1,195,571.51 From 3/12/24
- D. Approve the intergovernmental agreement between the United City of Yorkville, The Village of Oswego, The Village of Montgomery, The City of Plano, The County of Kendall, and the Yorkville School District #115 for the use of the VirTra V-300 System.
- E. Approval of Kendall County Animal Control Kennel Technician Job Description
- F. Approval of Kendall County Animal Control Administrator/Veterinarian Job Description
- G. Approval of Employment Agreement between Kendall County, Illinois, and Dr. Gary Schlapp with an annual base salary of \$15,000/year
- H. Approval of Revised Kendall County Organizational Chart and Headcount

- I. Approval of Petition 24-01, A Request from Deb Chow on Behalf of Jade Restorations, Inc for Major Amendments to the Special Use Permit for a Kennel and Veterinary Granted by Ordinance 2020-01 and Amended by Ordinance 2023-05 by Changing the Site Plan, Landscaping Plan, and Photometric Plan at 949 Bell Road, Minooka (PIN: 09-24-100-012 (Part)) in Seward Township; Property is Zoned A-1 with a Special Use Permit
- J. Approval of Petition 24-02, A Request from Deb Chow on Behalf of Jade Restorations, Inc for a Map Amendment Rezoning Approximately 13.6 Acres of 949 Bell Road, Minooka (PIN: 09-24-100-012 (Part)) in Seward Township from A-1 Agricultural District and A-1 Agricultural District With a Special Use Permit for a Kennel and Veterinary to B-3 Highway Business District
- K. Approval of Petition 24-03, A Request from the Kendall County Regional Planning Commission for Amendments to the Future Land Use Map Contained in the Kendall County Land Resource Management Plan by Reclassifying 7775 A/B Route 47, 7789 Route 47, and 8175 Route 47 (PINs: 05-09-300-015, 05-09-376-002, and 05-16-100-006) in Kendall Township from Transportation Corridor to Mixed Use Business and Related Text Changes
- L. Authorization for Francis C. Klaas to enter into contracts, including joint participation agreements, on behalf of Kendall County with the State of Illinois and any of its agencies or departments
- M. Resolution appropriating funds for the payment of the county engineer's salary
- N. Approval of Contingency Reduction No.6 - The total request for Contingency Reduction No. 6 is \$38,046, with revised contract amounts as follows: O'Malley Welding \$16,800 (new contract: \$16,800 increase), Lite Construction \$2,157,700 (\$16,196 increase), Plainfield Grading \$620,498 (\$8,050 increase), Omega Plumbing \$141,702 (\$3,000 credit), Bob's Septic \$425 (new contract: \$425 increase), Abby Paving \$407,130(\$425 credit)
- O. Approval of Resolution Authorizing the Execution and Amendment of Downstate Operating Assistance Grant Agreement
- P. Approval of a Resolution Authorizing the Execution and Amendment of Section 5311 Grant Agreement

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 \$495.54; ANML CNTRL WRDN \$12,269.04; ASSESS \$850.00; CIR CLK \$41,478.38; CIR CRT JDG \$13,225.01; CMB CRT SERVS \$13,616.98; CRNR \$1,461.05; CORR \$75,998.31; CNTY ADMIN \$100.00; CNTY BRD \$640,158.01; CNTY CLK \$80,231.22; HIGHWY \$127,089.70; CNTY TRSR \$3,239.89; ELECTION \$18,166.36; EMA DIR \$1,128.67; EMA \$582.68; FCLT MGMT \$43,103.77; GIS COORD \$4.10; HLTH & HMN SRV \$172,903.68; HR \$6,782.72; JURY \$25,263.60; MRT COM \$862.00; PBZ SR PLNR \$4,548.73; PBZ \$2,486.40; PRSDNG JDG \$9,713.66; PROB SPVSR \$18,952.20; PUB DEF \$591.52; ROE \$7,316.58; SHRF \$57,591.14; ST ATTY \$3,648.21; TECH \$8,269.84; TREAS \$121.18; UTIL \$62,495.11; VET \$3,786.78; FP \$60,055.09; SHF \$401,443.59; SHF \$49,529.18; SHF \$2,624.00; SHF \$46,645.41; CVL \$439,652.61

**D)** A complete copy of IGAM 24-09 is available in the Office of the County Clerk.

**I)** A complete copy of Ordinance 24-08 is available in the Office of the County Clerk.

**J)** A complete copy of Ordinance 24-09 is available in the Office of the County Clerk.

**K)** A complete copy of Resolution 24-08 is available in the Office of the County Clerk.

**M)** A complete copy of Resolution 24-09 is available in the Office of the County Clerk.

**O)** A complete copy of Ordinance 24-10 is available in the Office of the County Clerk.

**W)** A complete copy of Ordinance 24-06 is available in the Office of the County Clerk.

#### ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

##### Sheriff

Under Sheriff Richardson stated that the new squad car roll out is on target and the robbery suspect should be in custody soon.

##### County Clerk & Recorder

| Revenue<br>Report |                                      | 2/1/24-2/29/24 | 2/1/23-2/28/23 | 2/1/22-2/28/22 |
|-------------------|--------------------------------------|----------------|----------------|----------------|
| Line Item         | Fund                                 |                |                |                |
| CLKFEE            | County Clerk Fees                    | \$444.50       | \$408.50       | \$793.00       |
| MARFEE            | County Clerk Fees - Marriage License | \$660.00       | \$870.00       | \$1,050.00     |

Co Board 3/20/2024

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|            |                                    |              |             |              |
|------------|------------------------------------|--------------|-------------|--------------|
| CIVFEE     | County Clerk Fees - Civil Union    | \$0.00       | \$0.00      | \$0.00       |
| ASSUME     | County Clerk Fees - Assumed Name   | \$25.00      | \$45.00     | \$60.00      |
| CRTCOP     | County Clerk Fees - Certified Copy | \$1,216.00   | \$1,630.00  | \$1,418.00   |
| NOTARY     | County Clerk Fees - Notary         | \$0.00       | \$0.00      | \$175.00     |
| MISINC     | County Clerk Fees - Misc           | \$127.25     | \$60.00     | \$65.00      |
|            | County Clerk Fees - Misc Total     | \$1,368.25   | \$1,735.00  | \$1,718.00   |
| RECREE     | County Clerk Fees - Recording      | \$17,092.00  | \$15,503.00 | \$28,097.00  |
|            | Total County Clerk Fees            | \$19,564.75  | \$18,516.50 | \$31,658.00  |
| CTYREV     | County Revenue                     | \$37,633.50  | \$26,161.75 | \$39,289.50  |
| DCSTOR     | Doc Storage                        | \$10,410.51  | \$8,958.50  | \$16,534.00  |
| GISMAP     | GIS Mapping                        | \$31,052.00  | \$28,500.00 | \$52,470.00  |
| GISRCD     | GIS Recording                      | \$2,070.75   | \$1,900.00  | \$3,498.00   |
| INTRST     | Interest                           | \$118.86     | \$86.35     | \$28.99      |
| RECMIS     | Recorder's Misc                    | \$565.50     | \$556.50    | \$4,630.75   |
| RHSP       | RHSP/Housing Surcharge             | \$16,002.00  | \$7,353.00  | \$14,274.00  |
| TAXCRT     | Tax Certificate Fee                | \$1,960.00   | \$1,720.00  | \$1,160.00   |
| TAXFEE     | Tax Sale Fees                      | \$2,110.00   | \$1,605.00  | \$510.00     |
| PSTFEE     | Postage Fees                       | \$1,901.73   | \$1,279.80  | \$373.83     |
| CK # 19827 | To KC Treasurer                    | \$123,389.60 | \$96,637.40 | \$164,427.07 |

County Clerk Debbie Gillette thanked everyone for helping with the Election.

#### Treasurer

Office of Jill Ferko  
Kendall County Treasurer & Collector  
111 W. Fox Street Yorkville, IL 60560

#### Kendall County General Fund

#### QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES AS OF MONTH END 2/28/2024

|                             | Annual<br><u>Budget</u> | 2024 YTD<br><u>Actual</u> | 2024 YTD%<br><u>%</u> | 2023 MTD<br><u>Actual</u> | 2023 MTD<br><u>%</u> |
|-----------------------------|-------------------------|---------------------------|-----------------------|---------------------------|----------------------|
| <u>REVENUES*</u>            |                         |                           |                       |                           |                      |
| Personal Property Repl. Tax | \$915,000               | \$114,446                 | 12.51%                | \$194,895                 | 21.30%               |
| State Income Tax            | \$3,208,685             | \$407,732                 | 12.71%                | \$756,662                 | 23.95%               |
| Local Use Tax               | \$810,000               | \$0                       | 0.00%                 | \$96,858                  | 12.74%               |
| State Sales Tax             | \$600,000               | \$127,463                 | 21.24%                | \$89,557                  | 13.78%               |
| County Clerk Fees           | \$350,000               | \$40,359                  | 11.53%                | \$65,165                  | 18.62%               |
| Circuit Clerk Fees          | \$1,000,000             | \$255,899                 | 25.59%                | \$220,498                 | 21.00%               |

|                                 |                     |                    |               |                    |               |
|---------------------------------|---------------------|--------------------|---------------|--------------------|---------------|
| Fines & Foreits/St Atty.        | \$260,000           | \$67,714           | 26.04%        | \$24,786           | 9.91%         |
| Building and Zoning             | \$85,000            | \$16,602           | 19.53%        | \$5,455            | 6.82%         |
| Interest Income                 | \$650,000           | \$476,529          | 73.31%        | \$277,378          | 369.84%       |
| Health Insurance - Empl. Ded.   | \$1,644,361         | \$309,456          | 18.82%        | \$287,436          | 19.31%        |
| 1/4 Cent Sales Tax              | \$3,280,000         | \$402,761          | 12.28%        | \$389,624          | 12.07%        |
| County Real Estate Transf Tax   | \$450,000           | \$80,956           | 17.99%        | \$85,599           | 19.02%        |
| Federal Inmate Revenue          | \$503,700           | \$32,936           | 6.54%         | \$84,880           | 14.53%        |
| Sheriff Fees                    | \$107,250           | \$40,447           | 37.71%        | \$19,108           | 16.81%        |
| <b>TOTALS</b>                   | <b>\$13,863,996</b> | <b>\$2,373,300</b> | <b>17.12%</b> | <b>\$2,597,899</b> | <b>19.75%</b> |
| <b>Public Safety Sales Tax</b>  | <b>\$8,000,000</b>  | <b>\$729,704</b>   | <b>9.12%</b>  | <b>\$701,970</b>   | <b>9.36%</b>  |
| <b>Transportation Sales Tax</b> | <b>\$8,000,000</b>  | <b>\$729,704</b>   | <b>9.12%</b>  | <b>\$701,970</b>   | <b>9.36%</b>  |

**\*\*All Accruals have been completed at this time. So these figures are where we currently stand for FY2024**

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

#### **Circuit Clerk**

Clerk of the Court Matthew Prochaska reviewed the monthly report.

#### **State's Attorney**

State's Attorney Eric Weis spoke about the inmate awaiting mental health placement who has finally been placed and the need for more facilities.

#### **Coroner**

Coroner Jacquie Purcell reviewed the report in the packet, there will be a takeback/shred event on April 27, 2024.

#### **Health Department**

Executive Director RaeAnn VanGundy reviewed the Annual Report and stated that the Solid Waste Planning meetings have begun.

#### **EMA**

Roger Bonuchi gave an update on the hazard mitigation and spoke about the damage assessment webpage.

### **STANDING COMMITTEE REPORTS**

#### **Finance**

#### **Surplus Property Policy**

Member Bachmann moved to approve the Surplus Property Policy. Member Peterson seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### **SPECIAL COMMITTEE REPORTS**

Member Bachmann informed the board that the Connect Kendall County Commission has received a \$15 million funding grant for broadband.

### **CHAIRMAN'S REPORT**

Member DeBolt moved to approve the appointment(s). Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye except Wormley who was recused from voting. **Motion carried.**

### **APPOINTMENT(S)**

Bobby J. Richardson - Board of Health - 3 year term - March 2027  
Seth Wormley - Regional Plan Commission (Fox/Millbrook Twp) - 3 year term - March 2027

### **PUBLIC COMMENT**

Jason Lanston from the Sheriff's Office stated that the grant funding received through the Connect Kendall County Commission is an amazing opportunity and will further Public Safety throughout Kendall County.

### **ADJOURNMENT**

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

Approved and submitted this 23rd day of March 2024.  
Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk



**COUNTY OF KENDALL, ILLINOIS**  
**COMMITTEE OF THE WHOLE**  
**Thursday, March 14, 2024, at 4:00 PM**  
**Meeting Minutes**

**Call to Order and Pledge of Allegiance** - The Committee of the Whole meeting was called to order at 4:05pm by County Board Chairman Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

**Roll Call**

| Board Member      | Status | Arrived | Left Meeting |
|-------------------|--------|---------|--------------|
| Matt Kellogg      | Here   |         |              |
| Scott Gengler     | Here   |         |              |
| Zach Bachmann     | Here   |         |              |
| Brian DeBolt      | Here   |         |              |
| Elizabeth Flowers |        | 4:19 pm |              |
| Dan Koukol        | Here   |         |              |
| Jason Peterson    | Here   |         |              |
| Ruben Rodriguez   | Here   |         |              |
| Brooke Shanley    | Absent |         |              |
| Seth Wormley      | Here   |         |              |

**With 8 members present a quorum was established.**

**Staff Present:** Christina Burns, Leslie Johnson, Jim Webb, Luke Prisco

**Others Present:** Ethan Kruger (WSPY), Rick Krischel (Cordogan Clark)

**Approval of Agenda** – Member DeBolt made a motion to approve the agenda. Second by Member Peterson. **With 8 members present voting aye, the motion was carried by a vote of 8-0.**

**Approval of Claims** – Motion made by Member Rodriguez, second by Member DeBolt to forward claims to the next County Board meeting. **With 8 members present voting aye, the motion was carried by a vote of 8 - 0.**

**Committee Reports and Updates-**

A. Presentation: Monthly Update of the COB II Construction  
Rick Krischel updated the committee on COB II Construction progress. Work is on track to be completed by June 1. Stone and brick veneer will be completed on the exterior part of the building within the next 3-4 weeks. On the inside of the building, drywall has been completed

with primer paint and one coat of paint. Next step is to install the ceiling grid throughout the building. Once the ceiling grid is in place, lights can be installed along with the remaining rough ins. Flooring, MEP trim work, roof overhead, and site excavation are part of the following phases of construction.

#### **New Committee Business –**

##### **A. DISCUSSION of County Office Building II**

The committee continued to discuss the progress of COB II and the upcoming phases of construction.

- B. Motion (forward to County Board)-** Approval of Contingency Reduction No.6 The total request for Contingency Reduction No. 6 is \$38,046, with revised contract amounts as follows: O'Malley Welding \$16,800(new contract: \$16,800 increase), Lite Construction \$2,157,700 (\$16,196 increase), Plainfield Grading \$620,498 (\$8,050 increase), Omega Plumbing \$141,702 (\$3,000 credit), Bob's Septic \$425 (new contract: \$425 increase), Abby Paving \$407,130(\$425 credit)

The total request for contingency reduction no 6 is \$38,046. The reduction includes costs for additional handrail for ramp to firehouse, installation of solid surface windowsills, revised casework and finishes, elevator hoist beam, attic access door, installation of a partition/chase wall, water main run under slab to sprinkler room and outside lift station septic work.

The current available contingency is \$171,746. The committee discussed possible ways to use the remaining contingency amount.

**Member Flowers entered the meeting at 4:19pm**

**Member Debolt made a motion to forward to the next County Board, Seconded by Member Rodriguez . With 8 members present voting aye, the motion was carried by a vote of 8- 0.**

- C. Motion (Forward to County Board)** Approval of Resolution Authorizing the Execution and Amendment of Downstate Operating Assistance Grant Agreement

Kendall County's Kendall Area Transit (KAT) Program is partially Funded with federal and state grants. Kendall County receives grant funds from IDOT and passes them to the KAT service provider, the Voluntary Action Center of Northern Illinois (VAC) to operate the KAT program.

**Member Bachmann made a motion to forward to the next County Board, Seconded by Member Flowers . With 9 members present voting aye, the motion was carried by a vote of 9- 0.**

- D. **Motion (Forward to County Board)** Approval of a Resolution Authorizing the Execution and Amendment of Section 5311 Grant Agreement

Kendall County's Kendall Area Transit (KAT) Program is partially Funded with federal and state grants. The Federal Transit Authority (FTA) passes the Section 5311 grant dollars to the Illinois Department of Transportation (IDOT). The Illinois General Assembly allocates funds for the Downstate Operating Assistance Program (DOAP) for administration by IDOT.

**Member Wormley made a motion to forward to the next County Board, Seconded by Member Gengler . With 9 members present voting aye, the motion was carried by a vote of 9-0.**

**Old Committee Business-** None

**Department Head and Elected Officials Reports –** None

**Public Comment –** None

**Questions from the Media –** None

**Chairman's Report –** Reminder County Board Meeting is scheduled for Wednesday March 20, 2024, due to Election Day on Tuesday March 19, 2024

#### **Appointments**

Bobby J. Richardson - Board of Health - 3 year term - March 2027

Seth Wormley - Regional Plan Commission (Fox/Millbrook Twp) - 3 year term - March 2027

#### **Action Items for County Board –**

- Claims
- Approval of Contingency Reduction No.6 - The total request for Contingency Reduction No. 6 is \$38,046.
- Approval of Resolution Authorizing the Execution and Amendment of Downstate Operating Assistance Grant Agreement
- Approval of a Resolution Authorizing the Execution and Amendment of Section 5311 Grant Agreement

**Executive Session-** (1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, (2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees, (11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting, (21) Discussion of



minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

Member Koukol made a motion to enter Executive Session, second by Member Flowers. **With 9 members present voting aye, the motion was carried 9-0.**

|                          |               |
|--------------------------|---------------|
| <b>Seth Wormley</b>      | <b>Yes</b>    |
| <b>Brooke Shanley</b>    | <b>Absent</b> |
| <b>Ruben Rodriguez</b>   | <b>Yes</b>    |
| <b>Jason Peterson</b>    | <b>Yes</b>    |
| <b>Dan Koukol</b>        | <b>Yes</b>    |
| <b>Elizabeth Flowers</b> | <b>Yes</b>    |
| <b>Brian DeBolt</b>      | <b>Yes</b>    |
| <b>Zach Bachmann</b>     | <b>Yes</b>    |
| <b>Scott Gengler</b>     | <b>Yes</b>    |
| <b>Matt Kellogg</b>      | <b>Yes</b>    |

**Open session reconvened at 4:55pm**

**Adjournment** – Member Bachmann made a motion to adjourn the meeting, second by Member Koukol. **With 9 members present voting aye, the meeting adjourned at 4:56p.m.**

Respectfully Submitted,

Nancy Villa  
Executive Administrative Assistant

## HIGHWAY COMMITTEE MINUTES

**DATE:** April 9, 2024  
**LOCATION:** Kendall County Highway Department  
**MEMBERS PRESENT:** Zach Bachmann, Brian DeBolt, & Ruben Rodriguez  
**STAFF PRESENT:** Michele Riley, John Burscheid, and Francis Klaas  
**ALSO PRESENT:** Jeremy Hudek

The committee meeting convened at 3:33 P.M. with roll call of committee members. Koukol and Gengler absent. Quorum established.

Motion DeBolt; second Rodriguez to approve the agenda as presented. Motion approved unanimously.

Motion Rodriguez; second DeBolt, to approve the Highway Committee minutes from March 12, 2024. Motion approved unanimously.

Motion DeBolt; second Rodriguez to recommend approval of a resolution awarding contracts to the low bidders on following projects:

24-00000-00-GM to Superior Road Striping in the amount of \$293,820.80  
24-00000-01-GM to D Construction, Inc. in the amount of \$284,836.47  
24-00000-02-GM to D Construction, Inc. in the amount of \$653,526.02  
24-00000-03-GM to D Construction, Inc. in the amount of \$370,561.75  
24-00000-04-GM to D Construction, Inc. in the amount of \$129,696.43  
24-00000-05-GM to D Construction, Inc. in the amount of \$46,242.80  
24-01000-00-GM to Steffen's 3D Construction in the amount of \$21,270.00  
24-02000-00-GM to D Construction, Inc. in the amount of \$96,771.50  
24-03000-00-GM to D Construction, Inc. in the amount of \$ 123,745.60  
24-04000-00-GM to D Construction, Inc. in the amount of \$317,481.39  
24-06000-00-GM to Steffen's 3D Construction in the amount of \$68,808.22  
24-07000-00-GM to Steffen's 3D Construction in the amount of \$108,470.90  
24-08000-00-GM to D Construction, Inc. in the amount of \$491,865.45  
24-09000-00-GM to Steffen's 3D Construction in the amount of \$203,524.00

Rodriguez asked how many bidders were on each project. Klaas pointed Rodriguez to the exhibit listing all the bidders, the bid prices, and the engineer's estimates. He also pointed out that the bid tabulations are all listed on the Highway Department's website. DeBolt questioned the low bidders being 20% under the estimates. Klaas stated that he never wants to underestimate the cost of a contract and emphasized that the County received unexpectedly low bids this year. Burscheid discussed some of the methodologies used in preparing estimates, including using the previous year's bid results. DeBolt pointed out how the price of oil continues to climb. Klaas indicated that this is why the County always has the big bid opening in later winter or early spring; to take advantage of the best bidding time of the year. He also discussed how some contractors have large terminals with enormous storage capabilities. This helps to stabilize the cost of hot mix asphalt over time. Bachmann asked about any particular stand outs amongst all

the bids. Klaas discussed the Fox River Drive project, which came in significantly below the estimate and significantly below the next low bidder. DeBolt asked what the limits were for the Fox River Drive project. Klaas stated that they went from Route 71 in Newark to Millington Road in Millington, with a small exception in the middle, which will be done under separate contract. Upon further consideration, the committee voted unanimously to forward the contracts to the County Board for approval.

Motion DeBolt; second Rodriguez to recommend approval of an ordinance for the establishment of altered speed zones on Douglas Road. Bachmann discussed that the recommendation for the new speed limit on Douglas Road was a result of an initial request by Oswego Road District, and a speed study performed by the County Highway Department. Klaas provided an aerial exhibit of the proposed location and discussed the lowering from 55 mph to 45 mph. He stated that the County can change speed limits on both county and township highways whenever they want, provided it doesn't conflict with State Law. Rodriguez asked who installs the new signs. Klaas indicated that it is common for the Highway Department to both provide and install the new signs. Motion approved unanimously by voice vote.

Under Chairman's Report, Bachmann said that he has again discussed the adoption of an intersection safety matrix with the State's Attorney Office. They generally indicated that it could be adopted by internal policy at the Highway Department at any time. Bachmann thought it would be advantageous to address and perhaps adopt this idea in May; but he also indicated that he is still in favor of getting public input on these matters through a townhall-type meeting. DeBolt confirmed that the matrix would be used to determine what improvements could be considered at specific intersections. Bachmann reiterated that the matrix would be a good reference point in justifying certain intersection improvements.

Bachmann reported that there was good news to report about the U.S. Route 52 and Grove Road. He had previously discussed the County's concerns about safety at this intersection with Representative Jed Davis. Evidently IDOT is pursuing some safety funding to install a roundabout at this intersection. The State and the County would collaborate on the project; but indications are that there would be little cost to the County.

In Other Business, Klaas discussed the proposal by KCFPD to install an additional access point to Eldamain Road just north of the existing access point to the Subat Forest Preserve. Klaas believed that the Forest Preserve was not proposing to remove the barrier median on Eldamain, so the second access would be just a right in, a right out or a combination right in / right out. He indicated that the Forest Preserve would need to obtain a variance for any additional access point. He questioned the need for two access points with such little traffic. DeBolt thought that there would be considerable additional traffic once the trail in Subat makes a connection with the Eldamain Bridge over the Fox River. Committee members discussed several specific ideas for improving access and the parking area. Bachmann suggested that some of the ideas could be brought to KCFPD for further discussion.

DeBolt asked when the blinker stop signs were going to be installed at the intersection of Little Rock Road and Abe Street. Riley reported that they were supposed to be delivered this coming Friday and the Highway Department would install them right away. Klaas said that he had discussed with the City of Plano, and they were happy to pay 50% of the cost. DeBolt emphasized the importance of getting these signs installed with all of the growth in the area.

Klaas said that there was some renewed interest in a joint meeting between Kendall County Highway Committee and Grundy County Highway Committee. These meetings had been relatively common years ago, but with changes in administration, had not been held in several years. Committee members were in general agreement to meet. Bachmann indicated that Kendall County has been talking with Grundy about the Connect Kendall County project, but thought the opportunity to discuss other items of mutual interest would be a good thing. Rodriguez expressed some concern about the open meetings act. Klaas thought that the meeting would likely have to be posted and minutes kept. He indicated that he would try to put some dates together. Burscheid discussed some of the history of these joint county meetings.

Motion DeBolt; second Rodriguez to forward Highway Department bills for the month of April in the amount of \$75,164.65 to the Finance Committee for approval.

Rodriguez discussed the need to review executive session minutes. Klaas said that he would investigate this matter and bring minutes to be released to a future committee meeting.

Motion DeBolt; second Rodriguez to adjourn the meeting at 4:00 PM. Motion carried unanimously.

Respectfully submitted,



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

### **Action Items**

1. Resolution awarding contracts to the low bidders on following projects:

24-00000-00-GM to Superior Road Striping in the amount of \$293,820.80  
24-00000-01-GM to D Construction, Inc. in the amount of \$284,836.47  
24-00000-02-GM to D Construction, Inc. in the amount of \$653,526.02  
24-00000-03-GM to D Construction, Inc. in the amount of \$370,561.75  
24-00000-04-GM to D Construction, Inc. in the amount of \$129,696.43  
24-00000-05-GM to D Construction, Inc. in the amount of \$46,242.80  
24-01000-00-GM to Steffen's 3D Construction in the amount of \$21,270.00  
24-02000-00-GM to D Construction, Inc. in the amount of \$96,771.50  
24-03000-00-GM to D Construction, Inc. in the amount of \$ 123,745.60  
24-04000-00-GM to D Construction, Inc. in the amount of \$317,481.39  
24-06000-00-GM to Steffen's 3D Construction in the amount of \$68,808.22  
24-07000-00-GM to Steffen's 3D Construction in the amount of \$108,470.90  
24-08000-00-GM to D Construction, Inc. in the amount of \$491,865.45  
24-09000-00-GM to Steffen's 3D Construction in the amount of \$203,524.00

2. Ordinance for the Establishment of Altered Speed Zones on Douglas Road

**INTERGOVERNMENTAL AGREEMENT FOR  
POLICE BEHAVIORAL HEALTH CLINICIAN SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT FOR POLICE BEHAVIORAL HEALTH CLINICIAN SERVICES** (*“the Agreement”*) is by and between the Kendall County Health Department, a unit of local government of the State of Illinois (*“Health Department”*), the Kendall County Sheriff’s Office, and the Oswego Police Department, Yorkville Police Department, and Plano Police Department (collectively *“Law Enforcement Agencies”*).

**WITNESSETH:**

**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 Health Department and the Law Enforcement Agencies (the *“parties”*) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 which are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the parties recognize that the rising crisis of mental illness requires a holistic behavioral health approach; and

**WHEREAS**, the parties realize that law enforcement can be a leader in coordination of mental health services for those undergoing mental health crisis and that their efforts are enhanced when they have access to community mental health resources and the support of other member agencies; and

**WHEREAS**, the parties have a shared goal of creating a crisis system that can easily accept individuals in crisis and provide care in the safest and least restrictive setting possible;

**WHEREAS**, the parties believe that a police behavioral health clinician will be able to work with the Law Enforcement Agencies and the greater Kendall County community in furtherance of this goal; and

**WHEREAS**, the parties wish to enter into an intergovernmental agreement wherein the Health Department shall provide funding for a full-time police behavioral health clinician to support the Law Enforcement Agencies; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.
2. The Health Department agrees that it may, but is under no obligation to, employ a police behavioral health clinician ("*clinician*") pursuant to the terms of this Agreement, including funding said position for a term of two (2) years. During said term, the clinician will be a full-time employee of the Health Department;
3. Among other tasks, the clinician may be responsible for the following:
  - a. Providing direct support for cases identified through county municipal community and self-referrals;
  - b. Providing a coordinated community policing response and organizing and delivering social supports;
  - c. Acting as a liaison between the Law Enforcement Agencies and various social service agencies;
  - d. Following up on referrals and serving as a consultant to law enforcement officers regarding management of cases;
  - e. Completing the admission portion of case records to assure pertinent information is recorded and current;

- f. Assessing client needs for referral to social and mental health agencies, emergency shelters and financial assistance;
- g. Promoting public education and awareness;
- h. Engaging in programs and activities related to professional organizations;
- i. Providing professional and clinical consultation to law enforcement officers on difficult cases;
- j. Providing short-term individual and family case management in situations involving domestic disputes, substance abuse, mental health issues, trauma, grief and loss, juvenile and elder issues.
- k. Provide crisis/suicide intervention 24 Hour, seven days a week on a rotating schedule;

4. As consideration for the services to be performed pursuant to the terms of this

Agreement, the Law Enforcement Agencies agree to the following:

- a. To cooperate with the Health Department in the training of the clinician as to Law Enforcement Agencies' policies and procedures;
- b. To communicate the Law Enforcement Agencies' needs to the Health Department/clinician;
- c. To facilitate collaboration between the Crisis Intervention Teams/Special Population Officers to make improvements to existing programs and to develop new initiatives relating to persons in crisis; and
- d. To work cooperatively to create a coordinated community policing response;
- e. Because this position is shared among the Law Enforcement Agencies, to work cooperatively in assigning work to the clinician.

5. This Agreement shall continue for a period of two (2) years after the parties' execution of this Agreement. Any party may terminate its participation in this intergovernmental agreement at any time by providing thirty (30) days written notice to all other parties.

6. 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.

7. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested.

*If to the Health Department:*

Health Department Executive Director  
811 W. John Street  
Yorkville, Illinois 60560

*With copy to:*

Kendall County State's Attorney  
807 John Street  
Yorkville, Illinois 60560

8. 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, Twenty-Third Judicial Circuit, State of 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.




9. The Health Department may identify, apply for, and expend grant funds to subsidize the clinician position. In the event that the funds are not appropriated, via grant or otherwise, 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 Health Department's obligations under this Agreement during said fiscal period, the Health Department agrees to provide prompt written notice of said occurrence to the Law Enforcement Agencies. In the event of a default due to non-appropriation of funds, any party has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party.

10. This Agreement represents the entire agreement between the parties as it relates to behavioral health clinician services to be performed by the Health Department, and there are no other promises or conditions in any other agreement whether oral or written related to the terms of the Agreement. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties as it relates to behavioral health clinician services and may not be further modified except if signed by all parties.

11. The Health Department and the Law Enforcement Agencies 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 20<sup>th</sup> day of March, 2024.

**Kendall County Health Department**

By:   
Board of Health Chair

**Oswego Police Department**

By: \_\_\_\_\_

**Plano Police Department**

By: Interim Chief Norm All

**Yorkville Police Department**

By: \_\_\_\_\_

**Kendall County Sheriff**

By: \_\_\_\_\_



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 4/16/2024  
**Subject:** Phase 1 March Monthly Report and Contingency Reduction #7  
**Prepared by:** Dan Polvere, Facilities Director  
**Department:** Facilities

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**Action Requested:** Review & Approve Phase 1 Contingency Reduction No. 7

**Board/Committee Review:** Committee of the Whole

**Fiscal impact:** \$18,295 Reduction of Phase 1 Contingency

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### Background and Discussion:

County Office Building #2 (107 W. Fox Street) is on target to be completed by June 3<sup>rd</sup>. Cordogan Clark's detailed report of March progress is attached.

Contingency reduction No. 7 includes costs for 1) relocation & increase in size of flag poles, data/power changes, wayfinding signage, winter weather operations & site protection 2) water main run to sprinkler room 3) winter weather conditions.

Contingency reduction #7 also includes one credit for elimination of concrete stairs and pads.

The total request for Contingency Reduction No. 7 is \$18,295, with revised contract amounts as follows:

- |                       |             |                     |
|-----------------------|-------------|---------------------|
| • Lite Construction:  | \$2,176,981 | (\$16,881 increase) |
| • Plainfield Grading: | \$626,043   | (\$5,545 increase)  |
| • Premium Concrete:   | \$ 769,353  | (\$4,131 decrease)  |

**The current available contingency is \$153,451.**

**Staff Recommendation:** Approve CR#7

### Attachments:

- Cordogan Clark March Monthly Report
- Contingency Reduction No. 7 dated 4/2/24

# CONTINGENCY REDUCTION

Owner: ☐  
Architect: ☐  
Construction Manager: ☐  
Contractor: ☐  
Field: ☐

**PROJECT:** Phase One New Office Building

**CONTINGENCY REDUCTION #:** CR-007

**CLIENT:** Kendall County  
111 W. Fox Street  
Yorkville, IL 60560

**DATE:** 4/2/2024  
**CONTRACT DATE:**  
**PROJECT #:** 221071

## CONSTRUCTION

**MANAGER:** Cordogan Clark Consulting Services  
960 Ridgeway Avenue  
Aurora, IL 60506

The Contract is changed as follows:

### 1. Lite Construction

PR15 Relocate & increase size of flagpoles, PR16 Changes as a result of data and power verification as result of County walk through, and Material and labor for additional signage (County Request) \$12,412.00

Material and labor to build protection around HVAC units, required site snow removal, securing site from heavy winds and storms. \$4,469.00

New Contract Amount: \$2,176,981.00

### 2. Plainfield Grading

Water main run under slab to sprinkler room. \$5,545.00

New Contract Amount: \$626,043.00

### 3. Premium Concrete

Winter conditions for concrete pours and resintall drainage boards due to weather conditions. \$6,875.00

Credit for elimination of stairs in lieu of ramp and credit for foundations under mechanical equipment pads. (\$11,006.00)

New Contract Amount: \$769,353.00

**SUB-TOTAL FOR CONTINGENCY REDUCTION: \$18,295.00**

The Original Contingency was: \$505,200.00

Net Change by previously authorized Contingency Reductions: \$333,454.00

The Contingency prior to this reduction was: \$171,746.00

The Contingency will be decreased by this reduction in the amount of: \$18,295.00

The new Contingency with this reduction will be: \$153,451.00

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 Guaranteed 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 supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER.

### CONSTRUCTION MANAGER:

Cordogan Clark Consulting Services, Inc.  
960 Ridgeway Avenue  
Aurora, IL 60505

By: \_\_\_\_\_

Date: \_\_\_\_\_

### OWNER:

Kendall County  
111 W. Fox Street  
Yorkville, IL 60560

By: \_\_\_\_\_

Date: \_\_\_\_\_



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting

**Meeting Date:** 4/16/2024

**Subject:** Historic Courthouse Flat Roof Replacement via Omnia Co-Op with Garland/DBS Proposal #25-IL-240258 in an amount not to exceed \$130,000.

**Prepared by:** Dan Polvere, Facilities Director

**Department:** Facilities

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**Action Requested:** Review and Approve

**Board/Committee Review:** Committee of the Whole

**Fiscal impact:** \$130,000 Budgeted in FY 2024 Capital Projects

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### Background and Discussion:

In FY 2023, the HVAC system for the 3<sup>rd</sup> Floor of the Historic Courthouse was replaced as a capital project. This system's external equipment resides on the 2<sup>nd</sup> Floor flat roofs of the Historic Courthouse. After years of patching for numerous leaks, these (2) roofs are in dire need of replacement. With the HVAC scope of work behind us, the flat roof replacement was approved as a FY 2024 project. The specified "Flood & Gravel" application will be more durable and last longer than the existing rubber roof.

**Staff Recommendation:** Approval by County Board

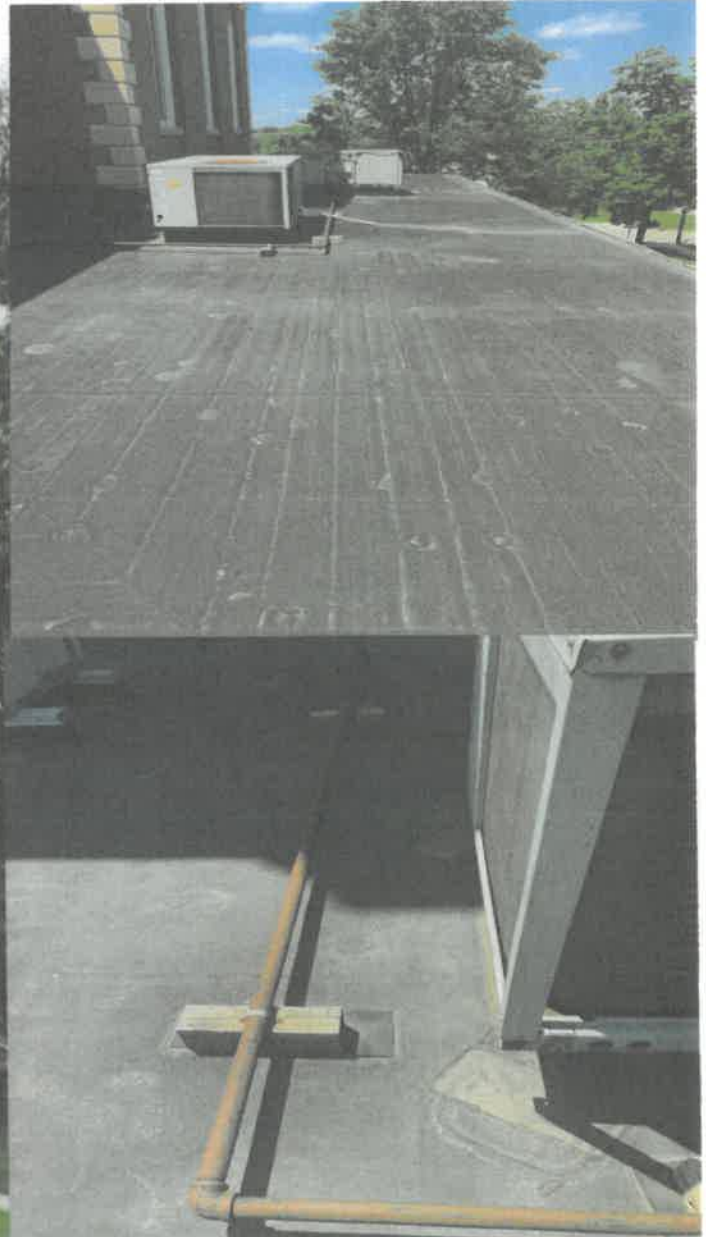
### Attachments:

- Historic Courthouse Flat Roof Conditions PDF
- Garland/DBS Roofing Material and Services Co-Op Proposal #25-IL-240258



## 6. Scope of Work, Details, & Drawings

### 2024-Kendall County Historic Courthouse Roofing Project





**Garland/DBS, Inc.**  
**3800 East 91<sup>st</sup> Street**  
**Cleveland, OH 44105**  
**Phone: (800) 762-8225**  
**Fax: (216) 883-2055**



## **ROOFING MATERIAL AND SERVICES PROPOSAL**

**Kendall County**  
**Historic Courthouse**  
**110 W Madison St**  
**Yorkville, Illinois 60560**

**Date Submitted: 04/02/2024**  
**Proposal #: 25-IL-240258**  
**MICPA # PW1925**

**ILLINOIS General Contractor License #: 104.015673**

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

### **Scope of Work: Historic Courthouse - Base**

1. Stage and Mobilize equipment & materials.
2. Tear out and remove existing EDPM membrane.
3. Expose existing insulation and replace wet area's as needed. Additional ISO per ft. cost.
4. Install 1/2" Dens deck cover board in Garlands HR Foam adhesive.
5. Replace all flashings with Garlands Stressbase 80 base sheet & Garlands Versiply Mineral cap Sheet. 8" min height. and terminate.
6. Flashings are to be installed with Garlands Weatherking flashing adhesive at rate of 2 gal per 100 sq ft.
7. Install Garlands Stress base 80 for base sheet at rate of 2 gal per 100 sq ft. for the field.
8. Install Garlands Versiply mineral cap sheet at rate of 2 gal per 100 sq ft. for field.
9. Install all new rubber boots for stacks.
10. Install new gutters with Gravel stop metal edge.
11. 3-Course all corners and curbs with Garla-mesh and Silverflash.
12. Install all new surface mounted counterflashing (color TBD)
13. Base bid: Install Garla-Prime at rate of .5 gal per 100sq ft.
14. Base Bid: Install Weatherscreen flood coat at rate of 5 gal per 100 sq ft and embed No 5 rock at 400 lbs per 100 sq ft.
15. Install new rubber pipe supports.

### **Scope of Work: Historic Courthouse - Alternate**

1. Removing Flood n Gravel application and prime w/ applying silvershield 2x coats total of 2 gal per 100 sq ft.

**Historic Courthouse - Base**

|   |                   |
|---|-------------------|
| <b>Proposal Price Based Upon Market Experience:</b> | <b>\$ 126,295</b> |
|---|-------------------|

**Garland/DBS Price Based Upon Local Market Competition:**

|                           |                   |
|---------------------------|-------------------|
| <b>1 Crowther Roofing</b> | <b>\$ 126,295</b> |
| 2 R.B. Crowther           | \$ 126,767        |
| 3 DCG Roofing Solutions   | \$ 135,574        |
| 4 G.E. Riddiford          | \$ 159,490        |
| 5 Knickerbocker Roofing   | \$ 167,866        |

**Historic Courthouse - Alternate**

|   |                   |
|---|-------------------|
| <b>Proposal Price Based Upon Market Experience:</b> | <b>\$ 124,331</b> |
|---|-------------------|

**Garland/DBS Price Based Upon Local Market Competition:**

|                         |                   |
|-------------------------|-------------------|
| <b>1 R.B. Crowther</b>  | <b>\$ 124,331</b> |
| 2 Crowther Roofing      | \$ 125,930        |
| 3 DCG Roofing Solutions | \$ 132,738        |
| 4 G.E. Riddiford        | \$ 153,992        |
| 5 Knickerbocker Roofing | \$ 165,154        |

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

**Clarifications/Exclusions:**

1. Permits are excluded.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.



If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Jarod Miller*

Jarod Miller  
Garland/DBS, Inc.  
(216) 430-3606



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 4/16/2024  
**Subject:** Revised Job Description for GIS Cadastral Specialist position  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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**Action Requested:**

Review and approval of revised job description for the GIS Cadastral Specialist position

**Board/Committee Review:**

On 4/11/2024, the Committee of the Whole voted to forward this item to the County Board for approval.

**Fiscal impact:**

None

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**Background and Discussion:**

The attached is a revised job description for the GIS Cadastral Specialist position, which is currently held by Amanda Wolfe. The purpose of this job description revision is to update the supervisor's title from GIS Director to Deputy Director of Information and Communication Technology, which is Meagan Briganti's current job title.

**Staff Recommendation:**

Approval of the revised job description for the GIS Cadastral Specialist position.

**Attachments:**

1. Revised job description for the GIS Cadastral Specialist position

## Kendall County Job Description

**TITLE:** GIS Cadastral Specialist  
**DEPARTMENT:** Information and Communication Technology  
(Geographic Information Systems (GIS) Division)  
**SUPERVISED BY:** Deputy Director of Information and Communication Technology  
**FLSA STATUS:** Non-Exempt  
**APPROVED:** June 18, 2019 (revised – TBD)

### I. **Position Summary:**

To perform comprehensive and complex work in the development, maintenance, and provision of technical support related to production, database maintenance, and implementation of Cadastral and Geographic Information System (GIS) projects and maintain related documentation.

### II. **Essential Duties and Responsibilities:**

The essential duties for this internship include, but are not limited to the following:

- Scans, rectifies, and uses images to create maps for departmental and county use.
- Gathers and verifies field data for utilization in mapping applications.
- Maintain GIS Datasets as assigned.
- Maintain documentation of GIS Datasets and GIS Applications as assigned.
- Explains and interprets division activities and policies to the general public.
- Uses GIS work station to prepare new maps and revise existing maps to show accurate boundaries, configurations and areas of parcels.
- Performs other duties and responsibilities as assigned.
- Prepares routine reports, correspondence, updates, and special project maps as required.
- Performs routine to moderately complex cadastral mapping duties using ESRI GIS core products; computer-aided drafting software utilizing (CAD/GIS) principles.
- Performs cadastral tasks including the preparation and maintenance of County maps related to property boundaries of various kinds.
- Creates new and edits existing graphical and tabular data; complete geographical analysis to create complex queries and spatial overlays; implement new data.
- Interfaces directly with clients to determine their needs and make recommendations.
- Interprets legal descriptions, records of surveys, tract and parcel maps, and other related documents; utilizes a data management computer system to retrieve and enter property information.
- Researches for property boundaries and title verification.
- Performs area calculations as required using a variety of methods; Makes mathematical computations to calculate bearings, distances, areas, and closures.
- Assures quality objectives and standards are maintained through routine examination of projects, providing verification of data integrity and data distribution.
- Serve as a liaison for the GIS function with other County departments and elected

## Kendall County Job Description

offices.

- Create and maintain documentation of GIS Datasets, GIS Applications, GIS Solutions, and Cadastral base workflow, as assigned.
- Provide training and support of GIS Users that use the interactive GIS Systems as assigned.
- Provide technical expertise and assistance to meet the needs and requests of other government agencies and the general public related to the GIS system.
- Assists in the inventory/upgrading/configurations of supplies, hardware, and software.
- Handles confidential matters daily relating to all functions of the Information and Communication Technology Department and GIS Division and maintains confidentiality of such information.
- Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, other government agencies, and the public.
- Complies with record retention and destruction procedures in compliance with the Illinois Local Records Act.
- Complies with all applicable laws, regulations, and County policies and procedures regarding or relating to assigned job duties.
- Provides quality results and is customer focused.
- Maintains regular attendance and punctuality.
- Performs other duties, as assigned.

### III. **Qualifications:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position:

#### **A. Language Skills:**

- Ability to research, read, and interpret documents and simple instructions.
- Ability to prepare documents and correspondence.
- Ability to present information and communicate effectively both orally and in writing with County staff, County officials, and the general public.
- Requires proficient knowledge of the English language, spelling and grammar, and ability to alphabetize.

#### **B. Mathematical Skills:**

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percentages.
- Ability to assist with preparation and analysis of statistical data/reports.

#### **C. Reasoning Ability:**

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- Ability to understand and explain GIS procedures and policies.

## Kendall County Job Description

- Ability to read, understand, and apply cadastral standards and legal descriptions.

### **D. Certificates, Licenses, and Registrations:**

- Current and valid driver's license is preferred.

### **E. Other Skills, Knowledge and Abilities:**

- Ability to become familiar with industry specific terminology and cartographic standards.
- Ability to understand and explain GIS procedures and policies.
- Represents department with professionalism and confidence.
- Ability to operate a variety of office equipment including, but not limited to, computer, scanner, printer, copier, etc.
- Ability to build teamwork; organizes, prioritizes, and performs multiple tasks in a timely manner.
- The ability to present information and communicate effectively both orally and in writing with staff, county officials, and the general public.
- Ability to use a GIS system in creating or updating maps showing property boundaries, political subdivisions, and taxing districts for finished intelligence, presentations, publications, and/or web sites.
- Reads and interprets complex or detailed data, policies, or legal descriptions related to title searches and the preparation of cadastral maps.
- Plot maps from legal descriptions, deeds, survey data, tract descriptions, and existing maps and utilize a data management computer system.
- Reviews legal descriptions of real property, understand, and interpret government codes, legislation, or legal provisions to cadastral mapping or boundary issues.
- Knowledge of GIS principles including data types, data layers; basic geographic, analytic, and statistical functions, map projections, geographic coordinate systems, and data formatting.
- Maintain appropriate trade and professional contacts, memberships, and review of trade literature to keep abreast of developments in GIS equipment and software for potential use by GIS.

### **F. Education and Experience:**

- A minimum of a Bachelor's Degree from an accredited institution or equivalent work experience.
- Three (3) or more years of professional GIS experience utilizing ESRI ArcGIS desktop applications.
- Experience related to Microsoft Office suite.
- Prior work experience and/or knowledge of Cadastral Standards / Legal Descriptions.

### **IV. Physical Demands:**

While performing the duties of this job, the employee must be able to:

- Frequently sits for long periods of time at desk or in meetings;
- Occasionally lifts and/or moves up to 40 pounds;
- Uses hands to finger, handle, or feel;

## Kendall County Job Description

- Reaches, pushes and pulls with hands and arms;
- Bends over at the waist and reach with hands and arms;
- Talks and hears in person and via use of telephone;
- Specific vision abilities include close and distance vision, depth perception, and ability to work on computer for long periods of time; and
- Travels independently to other County office locations.

### **V. Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- Mostly inside environmental conditions.
- The noise level in the work environment is usually quiet to moderately quiet.
- Employee may be exposed to stressful situations while working with users, law enforcement, department heads, elected officials, vendors, and the general public.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.

**By signing my name below, I hereby affirm that I received a copy of this job description.**

\_\_\_\_\_  
**Employee's Receipt of Acknowledgement & Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Supervisor**

\_\_\_\_\_  
**Date**

**cc:    personnel file, employee**



## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting  
**Meeting Date:** 4/16/2024  
**Subject:** Payroll Specialist Job Description (Human Resources Department)  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

---

### **Action Requested:**

Review and approval of new Payroll Specialist Job Description for the Human Resources Department

### **Board/Committee Review:**

On 4/11/2024, the Committee of the Whole voted to forward this item to the County Board for approval.

### **Fiscal impact:**

To be determined. The fiscal impact will be determined by the Budget & Finance Committee once the job description is approved.

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### **Background and Discussion:**

The attached is a new job description for a Payroll Specialist in the Human Resources Department. This position will assist with the transition of payroll services from the Kendall County Treasurer's Office to the Human Resources Department. This position will also be responsible for developing, updating, and implementing Kendall County's payroll and time and attendance systems. This position is a proposed full-time position, which would replace the part-time Human Resources Assistant position that is currently vacant.

### **Staff Recommendation:**

Approval of the full-time Payroll Specialist job description for the Human Resources Department.

### **Attachments:**

1. Payroll Specialist job description

**TITLE:** Payroll Specialist  
**DEPARTMENT:** Human Resources  
**SUPERVISED BY:** Human Resources Director  
**FULL TIME/PART TIME:** Full Time  
**FLSA STATUS:** Exempt  
**APPROVED/REVISED:** TBD

**I. Position Summary:**

Under the supervision of the Human Resources Director, the Payroll Specialist will oversee all facets of preparing, maintaining, and processing Kendall County's payroll. The Payroll Specialist will operate in a team environment, working under tight deadlines, with confidentiality and discretion to be maintained at all times.

**II. Essential Duties and Responsibilities:**

The essential job duties for this position include, but are not limited to the following:

- A. Serves as the subject matter expert in the development, implementation, and administration of Kendall County's payroll and time and attendance systems.
- B. Implements, maintains, reviews, and updates payroll processing systems to ensure timely and accurate processing of payroll transactions including salaries, benefits, garnishments, taxes, and other deductions.
- C. Oversees the processing of bi-weekly and special payrolls.
- D. Ensures accurate and timely processing of payroll updates including new hires, terminations, deductions, and changes to pay rates and benefits.
- E. Processes a variety of special payroll transactions such as retroactive pay, garnishments, overpayments, underpayments, overtime, late timecards, final paychecks, dues, benefit audits and reimbursements.
- F. Prepares, reviews, maintains, and updates payroll related records and reports.
- G. Researches, recommends, and implements solutions to payroll system issues.
- H. Prepares, reviews, and verifies the accuracy of all required local, state, and federal reports and filings, including W-2s, quarterly filings, and monthly filings for IMRF and unemployment.
- I. Monitors and ensures compliance with payroll related policies, employment agreements, union contracts, and state and federal laws pertinent to payroll.
- J. Oversees the payroll related work of other staff to ensure the accuracy of that work.
- K. Prepares, revises, and maintains all County Board approved job descriptions.
- L. Responsible for tracking paid time off and preparing reports, as necessary.
- M. Assists with the reconciliation and balancing of payroll ledgers.
- N. Provides records and other requested information to auditors.
- O. Serves as a technical resource to County personnel and others concerning assigned payroll functions and set up; respond to inquiries and provide technical information concerning transactions, salaries, deductions, records, policies and procedures.
- P. Performs the duties of Human Resources Generalist position, as needed, to support the Human Resources Department.
- Q. Responsible for filing documents, pulling documents from storage, and putting



## Kendall County Job Description

- files away in storage.
- R. Complies with record retention and destruction procedures in compliance with the Illinois Local Records Act.
  - S. Researches, prepares, and revises correspondence, reports, and any other documentation, as needed, to perform assigned job duties.
  - T. Must be able to work on-site to perform the above essential job duties.
  - U. Travels to, attends and/or presents at meetings, conferences, and trainings/seminars, as assigned, both during and after regular business hours.
  - V. Handles confidential matters daily relating to all functions of the Human Resources Department and maintains confidentiality of such information.
  - W. Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, other government agencies, unions, and other third parties.
  - X. Complies with all applicable laws, regulations, union contracts, and County policies and procedures regarding or relating to assigned job duties.
  - Y. Maintains regular attendance and punctuality.
  - Z. Performs other duties as assigned.

### III. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

#### A. Language Skills:

1. Ability to research, read, and interpret documents and simple instructions.
2. Ability to prepare documents, reports, minutes, agendas, and correspondence.
3. Ability to speak effectively with the public, employees, outside entities, vendors, and the County's elected officials, in both one-on-one and group settings.
4. Requires proficient knowledge of the English language, spelling, and grammar.

#### B. Mathematical Skills:

1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
3. Ability to prepare and analyze statistical and payroll related data and reports.

#### C. Reasoning Ability:

1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
2. Ability to deal with problems involving several concrete variables in standardized situations.

#### D. Certificates, Licenses, and Registrations:

1. Current and valid Driver's License

## Kendall County Job Description

2. Current Society of Human Resource Management (SHRM) certification and/or other payroll and/or human resources certifications are preferred.
3. Any and all other certificates and registrations as required for the specific duties performed.

### **E. Other Skills, Knowledge and Abilities:**

1. Strong organization and multi-tasking skills.
2. Excellent prioritization skills and the ability to meet deadlines.
3. The ability to display a positive, cooperative, professional and team orientated attitude.
4. The ability to listen, understand information and ideas, and work effectively with county personnel, department heads, and elected officials.
5. The ability to follow guidance and work independently until project completion.
6. Must be proficient in the use of computers and in Microsoft Outlook, Excel, Word, Teams, and PowerPoint.
7. Proficiency with Human Resource Information Systems (HRIS) is preferred.
8. Proficiency with or the ability to quickly learn Kendall County's payroll and time and attendance systems.
9. Knowledge of office practices, principles of modern record keeping, set and maintaining filing systems.
10. Skills in operating a personal computer, facsimile machine, copier, and typewriter.

### **F. Education and Experience:**

1. A minimum of a Bachelor's degree in Accounting, Business Administration, Human Resources, or a related field is required.
2. At least two (2) years of prior bookkeeping, payroll, or accounting experience.

## **IV. Physical Demands:**

While performing the duties of this job, the employee must be able to:

- A. Frequently sit for long periods of time at a desk or in meetings.
- B. Frequently work with computers and look at computer screen and other electronic devices.
- C. Occasionally lift and/or move up to 40 pounds.
- D. Frequently lift and/or move up to 10 pounds.
- E. Use hands to finger, handle, feel, grip, and type.
- F. Reach, push, and pull with hands and arms.
- G. Talk and hear in person and via use of telephone.
- H. Specific vision abilities include close and distance vision, as well as depth perception.
- I. Travel independently to other County properties and other locations throughout Kendall County and the Chicago region to perform assigned job duties.

## Kendall County Job Description

### V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- A. Mostly inside environmental conditions, except when outside traveling between various buildings/locations in Kendall County and the Chicago region to perform assigned job duties.
- B. The noise level in the work environment is usually quiet to moderately quiet.
- C. Employee may be exposed to stressful and difficult situations and material while working with users, law enforcement, department heads, elected officials, vendors, and the general public.
- D. Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.
- E. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours.

**By signing my name below, I hereby affirm that I received a copy of this job description.**

\_\_\_\_\_  
**Employee Receipt Acknowledgement & Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Supervisor**  
cc: personnel file, employee

\_\_\_\_\_  
**Date**



## Kendall County Agenda Briefing

---

**Meeting Type:** County Board Meeting  
**Meeting Date:** 4/16/2024  
**Subject:** Revised Organizational Chart and Headcount  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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**Action Requested:**

Review and approval of Revised Organizational Chart and Headcount

**Board/Committee Review:**

On 4/11/2024, the Committee of the Whole voted to forward this item to the County Board for approval.

**Fiscal impact:**

To be determined. The fiscal impact will be determined by the Budget & Finance Committee.

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**Background and Discussion:**

The attached is a proposed Revised Organizational Chart and Headcount. The revised chart reflects the proposed replacement of the part-time, vacant Human Resources Assistant position with a new full-time Payroll Specialist position. The Payroll Specialist position will assist with the transition of payroll services from the Kendall County Treasurer's Office to the Human Resources Department. This position will also be responsible for developing, updating, and implementing Kendall County's payroll and time and attendance systems.

**Staff Recommendation:**

Approval of the Revised Organizational Chart and Headcount

**Attachments:**

1. Revised Organizational Chart and Headcount

APPROVED HEADCOUNT

Administration: 4

Facilities: 9

Animal Control: 7

Human Resources: 4

County Board: 10

Info & Comm. Tech: 12

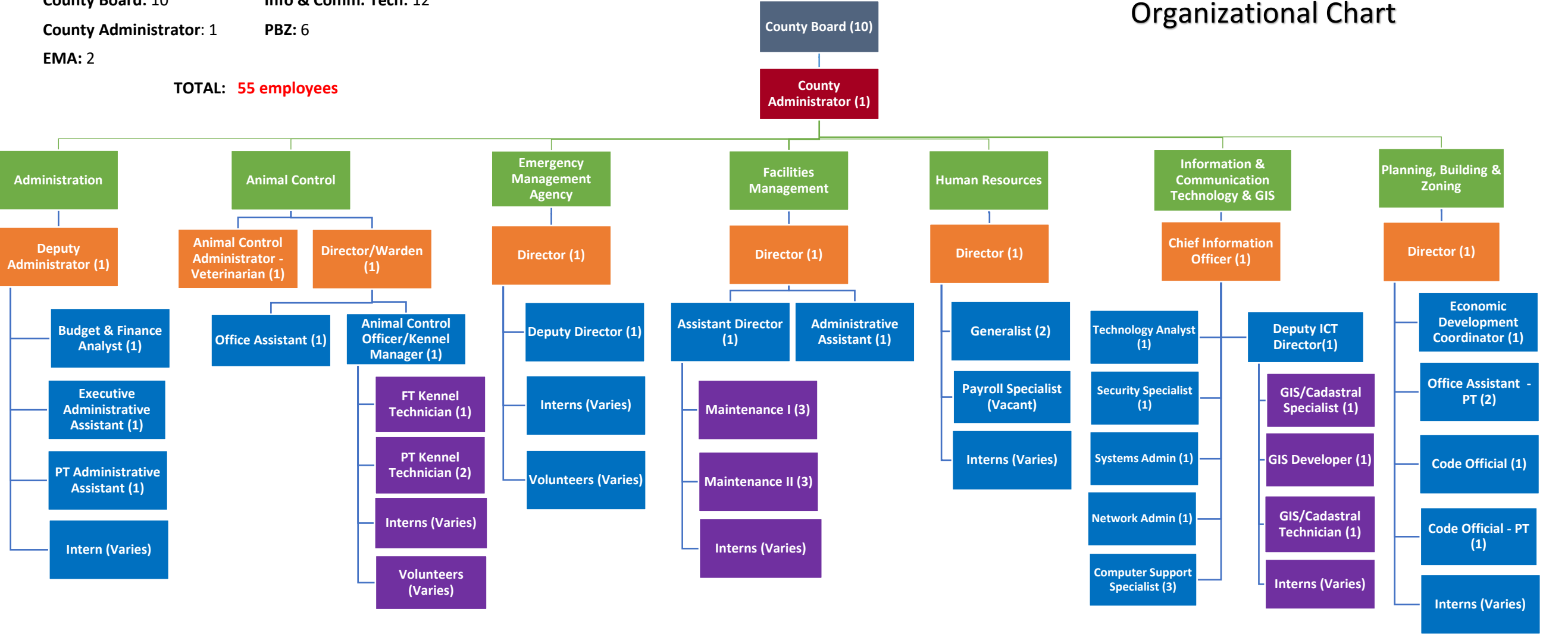
County Administrator: 1

PBZ: 6

EMA: 2

TOTAL: 55 employees

Kendall County, Illinois  
Organizational Chart





## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 4/16/2024  
**Subject:** Revised Section 7.3 Holiday Pay Policy  
**Prepared by:** Leslie Johnson, Human Resources Director  
**Department:** Human Resources Department

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### **Action Requested:**

Review and approval of revised Section 7.3 Holiday Pay Policy in the Kendall County Employee Handbook.

### **Board/Committee Review:**

On 4/11/2024, the Committee of the Whole forwarded this item to the County Board for approval.

### **Fiscal impact:**

None

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### **Background and Discussion:**

Per the direction of the Human Resources & Insurance Committee, the attached revised Holiday Pay Policy (Section 7.3) for the Kendall County Employee Handbook clarifies that a supervisor must approve (rather than pre-approve) an employee's absence on the last scheduled workday before the holiday and/or the first scheduled workday after holiday, for the employee to be compensated for the holiday. This change will allow employees who call in sick on either of these dates to be eligible for holiday pay, provided their absence is approved by their supervisor. Also, the attached policy was revised to cross-reference existing holiday pay eligibility language for employees on FMLA leave, which can be found in the County's FMLA Policy, so there is no confusion or inconsistencies between the two policies.

### **Staff Recommendation:**

Approval of the attached revised Section 7.3 Holiday Pay Policy.

### **Attachments:**

1. Revised Section 7.3 Holiday Pay Policy

|   |                                    |
|---|------------------------------------|
| <b>Section 7.3</b>  | <b>Holiday Pay</b>                 |
| <u>Effective Date:</u><br>09/01/2022<br><br><u>Last Amended Date:</u><br><u>TBD</u> | <u>Source Doc/Dep.:</u><br>None/HR |

## Section 7.3 HOLIDAY PAY

All eligible employees will receive time off with pay or will receive holiday pay if required to work on designated holidays. Designated holidays are established annually by the Kendall County Board for non-court related departments/offices and by the Chief Judge for court-related departments/offices. Designated holidays may be adjusted from year to year as deemed necessary by the Kendall County Board and/or Chief Judge for their applicable departments/offices.

Full-time and part-time employees who are budgeted to work a minimum of twenty (20) hours per workweek may be eligible for holiday pay. Temporary employees, seasonal employees, interns, and volunteers are not eligible for holiday pay.

Employees must be working (i.e., on active paid status) to be eligible for holiday pay. Employees on an unpaid leave of absence are not eligible for holiday pay. Also, holiday pay will not be paid during FMLA leave, except in those instances where the employee is on an intermittent or reduced work schedule, which makes the employee otherwise eligible for holiday pay.

To be eligible for time off with holiday pay, the holiday must fall ~~during~~on the employee's regularly scheduled workday/work hours. Also, an eligible employee must work the last scheduled workday before the holiday and the first scheduled workday after holiday, in order to be compensated for the holiday, unless absence on either or both days is ~~pre-~~approved by their Executive. When a holiday falls during an eligible employee's scheduled vacation period, the employee will be paid for the holiday instead of vacation pay.

Employees on an unpaid leave of absence are not eligible for holiday pay.

An eligible full-time employee will be paid for the scheduled holiday at the employee's regular rate of pay as computed for one (1) workday (if the designated holiday is a full workday) or one half (1/2) day (if the designated holiday is a half of a workday). Assuming the holiday falls on the employee's regularly scheduled workday, an eligible part-time employee will receive holiday pay proportionate to the average number of hours the employee would normally work on the holiday (e.g., if the employee normally works four (4) hours a day, the employee will receive four (4) hours of holiday pay).

If an eligible FLSA non-exempt employee works on a designated holiday, the employee will receive holiday pay plus wages at one and one-half times their regular rate of pay for the hours the employee worked on the holiday.

~~When a holiday falls during an eligible employee's scheduled vacation period, the employee will be paid for the holiday instead of vacation pay.~~

~~Employees must be working (i.e., on active paid status) to be for holiday pay. Employees on an unpaid leave of absence are not eligible for holiday pay.~~

Employees who observe a religious holiday on days which do not fall on a designated holiday should use accrued vacation, personal days, or compensatory time (if any). However, if the employee does not have accrued time available, such religious holidays may be taken without pay, provided the employee has obtained the written approval of the employee's Executive. An employee requesting to take unpaid time off to observe a religious holiday must submit their request in writing to their immediate supervisor at least fourteen (14) calendar days prior to the proposed absence.



**KENDALL COUNTY**  
**Resolution No. \_\_\_\_\_**

**WHEREAS**, bids were received at the County Highway Office on March 22, 2024, on the following listed projects:

Sec. 24-00000-00-GM, Pavement Markings, approve the low bid of Superior Road Striping in the amount of \$293,820.80.

Sec. 24-00000-01-GM, Cannonball Trail, approve the low bid of D Construction in the amount of \$284,836.47.

Sec. 24-00000-02-GM, Fox River Drive, approve the low bid of D Construction in the amount of \$653,526.02.

Sec. 24-00000-03-GM, Ridge Road, approve the low bid of D Construction in the amount of \$370,561.75.

Sec. 24-00000-04-GM, Pavillion Road, approve the low bid of D Construction in the amount of \$129,696.43.

Sec. 24-00000-05-GM, Plattville Road, approve the low bid of D Construction in the amount of \$46,242.80

Sec. 24-01000-00-GM, Big Grove Road District, Seal Coat, approve the low bid of Steffen's 3-D Construction in the amount of \$21,270.00.

Sec. 24-02000-00-GM, Bristol Road District, HMA Resurfacing, approve the low bid of D. Construction, Inc. in the amount of \$96,771.50.

Sec. 24-03000-00-GM, Fox Road District, HMA Resurfacing, approve the low bid of D Construction. in the amount of \$123,745.60.

Sec. 24-04000-00-GM, Kendall Road District, HMA Resurfacing, approve the low bid of D. Construction, Inc. in the amount of \$317,481.39.

Sec. 24-06000-00-GM, Little Rock Road District, Seal Coat, approve the low bid of Steffen's 3-D Construction. in the amount of \$68,808.22.

Sec. 24-07000-00-GM, Na-Au-Say Road District, Seal Coat, approve the low bid of Steffen's 3-D Construction in the amount of \$108,470.90.

Sec. 24-08000-00-GM, Oswego Road District, HMA Resurfacing, approve the low bid of D Construction, in the amount of \$491,865.45.

Sec. 24-09000-00-GM, Seward Road District, Seal Coat, approve the low bid of Steffen's 3-D Construction. in the amount of \$203,524.00.

***NOW, THEREFORE, BE IT RESOLVED***, that the County Board of Kendall County award the above listed projects to the lowest responsible bidders as listed above.

This resolution approved by the County Board of Kendall County, State of Illinois.

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Matthew Kellogg - Kendall County Board Chairman

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 16th day of April, 2024.

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Debbie Gillette - County Clerk

(SEAL)

**KENDALL COUNTY**  
**Ordinance No. \_\_\_\_\_**

***An Ordinance for the Establishment of Altered Speed Zones on Douglas Road***

**WHEREAS**, pursuant to 625 ILCS 5/11-604, the Kendall County Board has been granted authority to establish altered speed limits on all county highways, township roads and district roads as defined in the Illinois Highway Code, except those under the jurisdiction of the Illinois Department of Transportation or of the Illinois State Toll Highway Authority; and

**WHEREAS**, an engineering and traffic investigation, performed by the Kendall County Highway Department or its agent(s) upon the respective streets or highways listed in the schedule contained herein, has determined that an altered speed zone(s) is appropriate for the listed streets or highways maintained by Kendall County Highway Department or others; and

**WHEREAS**, the Kendall County Board has determined that the statutory maximum vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater or less than that considered reasonable and proper on the street or highway listed in the following schedule;

**THEREFORE, BE IT ORDAINED**, that the County Board of Kendall County hereby declares that the reasonable and proper, absolute maximum speed limits for the respective streets or highways listed in the following schedule shall be as stated therein;

**AND BE IT FURTHER ORDAINED**, that this ordinance shall take effect immediately after the erection of signs giving notice of the maximum speed limits.

SCHEDULE OF ALTERED SPEED ZONES

| <u>Street or Highway</u> | <u>Exact Limits of Zone(s)</u>  | <u>Maximum Speed Limit</u> |
|--------------------------|---------------------------------|----------------------------|
| Douglas Road             | Plainfield Road to Collins Road | 45 MPH                     |

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 an ordinance 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

SEAL



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 4/16/2024  
**Subject:** Multi-Jurisdictional Multi-Hazard Mitigation Plan  
**Prepared by:** Roger Bonuchi, EMA Director  
**Department:** Emergency Management

---

### **Action Requested:**

Approval of a resolution adopting the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan

### **Board/Committee Review:**

12/20/2023 Economic Development & Administration: Discussion and approval of the Hazard Mitigation Plan

### **Fiscal impact:**

NA

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### **Background and Discussion:**

Kendall County EMA has been working with American Environmental, IEMA, and FEMA since November 2022 on an update of our Hazard Mitigation Plan. A number of municipalities and other entities within Kendall County are also participants. The plan has now received final approval from FEMA and is ready for adoption by the County and participating jurisdictions.

Adoption will ensure that the County is eligible to apply for mitigation project funding from FEMA/IEMA in the future. Projects listed for the County are a wish list of what you'd like to see accomplished if funding becomes available. The Plan does not obligate the County to fund or complete the projects listed if funding does not become available. There is no downside to adopting the Plan. Other participating municipalities, fire districts, and police departments have the same steps and standing as the County.

### **Staff Recommendation:**

Approval of a resolution adopting the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan.

### **Attachments:**

Resolution Adopting the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan

COUNTY OF KENDALL, ILLINOIS

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ADOPTING THE  
2024 KENDALL COUNTY MULTI-JURISDICTIONAL MULTI-HAZARD  
MITIGATION PLAN**

WHEREAS the Kendall County Board recognizes the threat that natural and man-made hazards, including severe thunderstorms, severe winter storms, floods, and tornadoes among others, pose to people and property within Kendall County; and

WHEREAS Kendall County has prepared a multi-hazard mitigation plan, hereby known as the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan, attached as Exhibit A, in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, and the National Dam Safety Program Act, as amended; and

WHEREAS the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Kendall County from the impacts of future hazards and disasters; and

WHEREAS the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan serves to update and replace the Kendall County Multi-Hazard Mitigation Plan adopted April 17, 2012 by Resolution 12-15; and

WHEREAS adoption by the Kendall County Board demonstrates its commitment to hazard mitigation and achieving the goals outlines in the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan.

NOW THEREFORE, BE IT RESOLVED BY KENDALL COUNTY, ILLINOIS,  
THAT:

The Kendall County adopts the 2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan and agrees to participate in the annual maintenance and evaluation of the Plan.

ADOPTED by a vote of \_\_\_\_ in favor and \_\_\_\_ against, and \_\_\_\_ abstaining, this \_\_\_\_ day of \_\_\_\_\_, 2024.

Board Chairman Signature:

Attest:

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Matthew Kellogg, Chairman  
County Board

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Debbie Gillette  
County Clerk

## **Exhibit A**

2024 Kendall County Multi-Jurisdictional Multi-Hazard Mitigation Plan

Document available here:

<https://americanenvironmental.sharefile.com/share/view/sd71404fc41304b528f9f50ce79ae5a1f>



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 4/16/2024  
**Subject:** Approval of Petition 23-35, Special Use Permit for a Landscaping Business Between 3900 and 3716 Stewart Road  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

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### **Action Requested:**

Approval of Petition 23-35, A Request from Tyler Arbeen on Behalf of Arbeen, LLC for a Special Use Permit for a Landscaping Business at the Property Located Between 3900 and 3716 Stewart Road on the East Side of Stewart Road (PIN: 03-24-400-011) Oswego, in Oswego Township; Property is Zoned A-1

### **Previous Board/Committee Review:**

ZPAC-Approval (9-0-1) of the Original Proposal on January 2, 2024

Kendall County Regional Planning Commission-Approval of Revised Proposal (9-0-1) on February 28, 2024

Kendall County Zoning Board of Appeals-Approval of Revised Proposal (6-0-1) on March 4, 2024

Planning, Building and Zoning Committee – Approval of Revised Proposal 4-0 on April 8, 2024

### **Fiscal impact:**

N/A

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### **Background and Discussion:**

The Petitioner would like a special use permit to operate a landscaping business at the subject property.

The Petitioner's original request included variances to allow parking the front yard setback and to have temporary buildings in the front yard setback. These requests were withdrawn at the Kendall County Regional Planning Commission meeting.

At the Kendall County Zoning Board of Appeals hearing, the neighbor to the south requested a fifteen foot (15') tall buffer, either a fence or combination fence and berm, along the south side of the property. The Petitioner is currently planning for an 8-foot fence on a three-foot berm.

### **Staff Recommendation:**



Approval with Conditions

**Attachments:**

Memo Dated April 4, 2024



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**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

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**Petition 23-35**

**Tyler Arbeen on Behalf of Arbeen, LLC**

**A-1 Special Use Permit for Landscaping Business and Variances**

**Related to Parking in the Front Yard**

**Setback and Accessory Structures in the Front Yard**

**INTRODUCTION**

The Petitioner is seeking a special use permit for a landscaping business, including allowing outdoor storage of materials. They originally sought 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. However, these items were removed from the required setback in the revised site plan (Attachment 3A).

The application materials are included as Attachment 1. The original site plan is included in Attachment 3. The landscaping plan is included as Attachment 4. Pictures of the property and vicinity are included as Attachments 7-10.

**SITE INFORMATION**

PETITIONER: Tyler Arbeen on Behalf of Arbeen, LLC

ADDRESS: Between 3900 and 3716 Stewart Road, Oswego

LOCATION: Approximately 0.2 Miles North of Scotch Road on the East Side of Stewart Road



TOWNSHIP: Oswego

PARCEL #: 03-24-400-011

LOT SIZE: 4.0 +/- Acres

EXISTING LAND  
USE: Agricultural

ZONING: A-1

|       |                         |   |
|-------|-------------------------|---|
| LRMP: | Future Land Use         | Mixed Use Business (County)<br>Residential (Oswego)                           |
|       | Roads                   | Stewart Road is a Major Collector maintained by Oswego Township.              |
|       | Trails                  | The Village of Oswego and the County have a trail planned along Stewart Road. |
|       | Floodplain/<br>Wetlands | There are no floodplains or wetlands on the property.                         |

REQUESTED  
ACTIONS: Special Use Permit for a Landscaping Business

APPLICABLE  
REGULATIONS: Section 7:01.D.32 – A-1 Special Uses  
Section 13:08 – Special Use Procedures

#### **SURROUNDING LAND USE**

| <b>Location</b> | <b>Adjacent Land Use</b> | <b>Adjacent Zoning</b> | <b>Land Resource Management Plan</b>                   | <b>Zoning within ½ Mile</b>                                   |
|-----------------|--------------------------|------------------------|--|---|
| North           | Agricultural/Farmstead   | A-1                    | Mixed Use Business (County)<br>Residential (Oswego)    | A-1, A-1 SU, and R-1 (County)<br><br>PUD for Ag Uses (Oswego) |
| South           | Agricultural/Farmstead   | A-1                    | Mixed Use Business (County)<br>Residential (Oswego)    | A-1   |
| East            | Agricultural             | A-1                    | Mixed Use Business (County)<br>Residential (Oswego)    | A-1   |
| West            | Agricultural             | A-1                    | Mixed Use Business (County)<br>Mix Commercial (Oswego) | A-1   |

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.

## **PHYSICAL DATA**

### **ENDANGERED SPECIES REPORT**

EcoCAT Report was submitted on October 19, 2023, and consultation was terminated, see Attachment 1, Pages 22 and 23.

### **NATURAL RESOURCES INVENTORY**

The LESA Score for the property was 186 indicated a low level of protection. The NRI Report is included as Attachment 2.

## **ACTION SUMMARY**

### **OSWEGO TOWNSHIP**

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 is included as Attachment 11.

### **VILLAGE OF OSWEGO**

Petition information was sent to the Village of Oswego on December 22, 2023. On February 21, 2024, the Village of Oswego submitted a letter stating that the proposal will not impact the WIKADUKE Trail. This letter was included at Attachment 16.

### **OSWEGO FIRE PROTECTION DISTRICT**

Petition information was sent to the Oswego Fire Protection District on December 22, 2023. The Oswego Fire Protection District submitted an email dated December 27, 2023, outlining sprinkling requirements. This email was included as Attachment 12.

### **ZPAC**

ZPAC reviewed the proposal with the original site plan at their meeting on January 2, 2024. The Petitioner's Attorney requested that the deadline to install landscaping be extended to September 1, 2024. Discussion occurred regarding the number of people that might come onto the property in relation to well regulations and septic system location; more information would be provided after the stormwater engineer reviewed the site. Discussion occurred regarding the history and need for front yard setback regulations; concerns were expressed regarding setting a precedent if the variances were granted. ZPAC recommended approval of the proposal with the conditions proposed by Staff (approval of the special use permit and denial of the variances requested at the time of the meeting) with the amendment to the deadline for installing landscaping by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were included as Attachment 13.

### **RPC**

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on January 24, 2024. Discussion occurred regarding drainage at the property. It was noted that the site was small compared to the Petitioner's intended land use. Discussion occurred regarding the requested variances related to parking and temporary structures in the front yard setback. Concerns were expressed regarding setting a precedent. Concerns were also expressed that the site plan was not finalized. The proposal was laid over at the Petitioner's request in order to revise the site plan to address drainage and setback concerns. The minutes of the meeting are included as Attachment 19.

The Kendall County Regional Planning Commission reviewed the proposal with the revised site plan and updated stormwater information at their meeting on February 28, 2024. The neighbor to the south expressed concerns related to drainage and the impact of the proposed use on the burn pile on the neighboring property. The stormwater plans were still under review. The Petitioner has no plans to install a wall along the south property line and the Petitioner cannot control what adjoining property owners do on neighboring property. The Petitioner's Attorney stated the Petitioner's intent was always to operate a landscaping business at the subject property. Discussion occurred regarding the impact of the County changing their regulations to allow parking and temporary buildings in the front yard

setback. The Kendall County Regional Planning Commission recommended approval of the revised proposal with the conditions proposed by Staff and an amendment allowing the Petitioner to place parking and temporary structures in the front yard setback without the need of obtaining an amendment to the special use permit, if the County amended the Zoning Ordinance in the future to allow these types of uses in the front yard setback by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were included as Attachment 20.

### **ZBA**

The Kendall County Zoning Board of Appeals initiated a public hearing on this proposal on January 29, 2024. The hearing was continued to March 4, 2024, at the Petitioner's request. The information related to the January 29, 2024 and March 4, 2024 hearing is included as Attachments 15 and 15A. At the hearing, a neighbor requested a 15 foot fence be required in the site plan. The Petitioner's attorney noted that the Petitioner is in discussion with the neighbor but requested that the a 15-foot high fence not be a condition for the project. The ZBA approved the findings of fact in a 6-0 vote (1 abstention). ZBA Chairman Mohr noted the Attorney for the Petitioner would verify the 15-foot fence along the southern property line but stated it was not a condition.

### **GENERAL INFORMATION**

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.

### **FINDINGS OF FACT-SPECIAL USE PERMIT**

§ 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 businesses 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 from being 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. This is true if the hoop houses and landscape material storage bins are located at least ten feet (10') from the southern property line.*

*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.*

## **RECOMMENDATION**

Staff recommends approval of the requested special use permit subject to the following conditions and restrictions:

1. The site shall be developed substantially in accordance with the attached revised site plan (Attachment 3A) and landscaping plan (Attachment 4). 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. **The owners of the business allowed by this special use permit may place parking and temporary structures in the front yard setback without the need of obtaining an amendment to the special use permit, if the County amends the Zoning Ordinance in the future to allow these types of uses in the front yard setback. (Added at RPC)**
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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 attached revised site plan (Attachment 3A). The maximum height of the piles of landscaping related material shall be ten feet (10') in height.
9. 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.

10. 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.
11. 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.
12. One (1) sign as described in the sign description (Attachment 5) may be installed along Stewart Road at the subject property. The sign shall not be illuminated.
13. Only lighting related to security may be installed outdoors at the subject property.
14. Damaged or dead plantings described on the landscaping plan (Attachment 4) shall be replaced on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
15. The materials and vegetation described in the landscaping plan (Attachment 4) shall be installed **within six (6) months of the approval of the special use permit by September 1, 2024**. 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. **(Amended at ZPAC)**
16. No landscape waste generated off the property can be burned on the subject property.
17. 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.
18. 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.
19. The dumpster area shall be fenced with board-on-board fencing as shown by the image provided (Attachment 6). The maximum height of the fence shall be eight feet (8').
20. The owners 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 is 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, and EcoCat)
2. NRI Report
3. Original Site Plan
- 3A. Site Plan Dated January 30, 2024.
4. Landscaping Plan
5. Sign Description
6. Refuse Fencing Plan
7. Looking Northeast
8. Looking Southeast
9. Looking Northwest
10. Looking West
11. October 30, 2023, Oswego Township Email
12. December 27 Oswego Fire Protection District Email
13. January 2, 2024, ZPAC Meeting Minutes (This Petition Only)
14. January 4, 2024, WBK Engineering Letter
15. January 29, 2024, Kendall County Zoning Board of Appeals Items
- 15A. March 4, 2024, Kendall County Zoning Board of Appeals Items (continued hearing)
16. February 21, 2024, Village of Oswego Letter
17. Stormwater Site Development Plans
18. Stormwater Report
19. January 24, 2024, Kendall County Regional Planning Commission Meeting Minutes (This Petition Only)
20. February 28, 2024, Kendall County Regional Planning Commission Meeting Minutes (This Petition Only)



**DEPARTMENT OF PLANNING, BUILDING & ZONING**

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

**APPLICATION**

PROJECT NAME \_\_\_\_\_ FILE #: \_\_\_\_\_

|   |  |   |
|---|--|---|
| <b>NAME OF APPLICANT</b> (Including First, Middle Initial, and Last Name)<br>Arbeen, LLC  |  |   |
| <b>CURRENT LANDOWNER/NAME(s)</b><br>Arbeen, LLC   |  |   |
| <b>SITE INFORMATION</b><br>ACRES<br>4 acres   | <b>SITE ADDRESS OR LOCATION</b><br>4 acres vacant land adjacent to 3900 Stewart Road<br>Oswego, Illinois 60543 | <b>ASSESSOR'S ID NUMBER (PIN)</b><br>part of 03-24-400-005 when just purchased<br>New PIN 03-24-400-011 |
| <b>EXISTING LAND USE</b><br>Agricultural -farming   | <b>CURRENT ZONING</b><br>A-1   | <b>LAND CLASSIFICATION ON LRMP</b><br>A-1   |
| <b>REQUESTED ACTION</b> (Check All That Apply):<br><br><input checked="" type="checkbox"/> SPECIAL USE <input type="checkbox"/> MAP AMENDMENT (Rezone to _____) <input type="checkbox"/> VARIANCE<br><br><input type="checkbox"/> ADMINISTRATIVE VARIANCE <input type="checkbox"/> A-1 CONDITIONAL USE for: _____ <input type="checkbox"/> SITE PLAN REVIEW<br><br><input type="checkbox"/> TEXT AMENDMENT <input type="checkbox"/> RPD ( <input type="checkbox"/> Concept; <input type="checkbox"/> Preliminary; <input type="checkbox"/> Final) <input type="checkbox"/> ADMINISTRATIVE APPEAL<br><input type="checkbox"/> PRELIMINARY PLAT <input type="checkbox"/> FINAL PLAT <input type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.)<br><br><input type="checkbox"/> AMENDMENT TO A SPECIAL USE ( <input type="checkbox"/> Major; <input type="checkbox"/> Minor) |  |   |
| <b>PRIMARY CONTACT</b><br>Daniel J. Kramer  | <b>PRIMARY CONTACT MAILING ADDRESS</b><br>[REDACTED]   | <b>PRIMARY CONTACT EMAIL</b><br>[REDACTED]  |
| <b>PRIMARY CONTACT PHONE #</b><br>[REDACTED]  | <b>PRIMARY CONTACT FAX #</b><br>[REDACTED]   | <b>PRIMARY CONTACT OTHER #</b> (Cell, etc.)<br>[REDACTED]   |
| <b>ENGINEER CONTACT</b>   | <b>ENGINEER MAILING ADDRESS</b>  | <b>ENGINEER EMAIL</b>   |
| <b>ENGINEER PHONE #</b>   | <b>ENGINEER FAX #</b>  | <b>ENGINEER OTHER #</b> (Cell, etc.)  |
| I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.  |  |   |
| I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE DATE OF THE APPLICATION.   |  |   |
| <b>SIGNATURE OF APPLICANT</b><br>[REDACTED]   |  | <b>DATE</b><br>10/17/2023   |

FEE PAID: \$ \_\_\_\_\_  
CHECK #: \_\_\_\_\_

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

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

Date Stamp Here If  
Checklist Is Complete

**DEPARTMENT OF PLANNING, BUILDING & ZONING**

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

**APPLICATION****PROJECT NAME** ABREEN, LLC**FILE #:** \_\_\_\_\_

|   |   |   |
|---|---|---|
| <b>NAME OF APPLICANT (Including First, Middle Initial, and Last Name)</b><br>ABREEN, LLC, an Illinois limited Liability Company   |   |   |
| <b>CURRENT LANDOWNER/NAME(s)</b><br>ARBEEN, LLC, An Illinois Limited Liability Company  |   |   |
| <b>SITE INFORMATION</b><br>ACRES<br>4   | <b>SITE ADDRESS OR LOCATION</b><br>4 acres adjacent to 3900 Stewart Road, Oswego,<br>Illinois 60543 | <b>ASSESSOR'S ID NUMBER (PIN)</b><br>03-24-400-011        |
| <b>EXISTING LAND USE</b><br>Agricultural  | <b>CURRENT ZONING</b><br>A-1  | <b>LAND CLASSIFICATION ON LRMP</b><br>A-1                 |
| <b>REQUESTED ACTION (Check All That Apply):</b><br><br><input type="checkbox"/> SPECIAL USE <input type="checkbox"/> MAP AMENDMENT (Rezone to _____) <input checked="" type="checkbox"/> VARIANCE<br><br><input type="checkbox"/> ADMINISTRATIVE VARIANCE <input type="checkbox"/> A-1 CONDITIONAL USE for: _____ <input type="checkbox"/> SITE PLAN REVIEW<br><br><input type="checkbox"/> TEXT AMENDMENT <input type="checkbox"/> RPD ( <input type="checkbox"/> Concept; <input type="checkbox"/> Preliminary; <input type="checkbox"/> Final) <input type="checkbox"/> ADMINISTRATIVE APPEAL<br><input type="checkbox"/> PRELIMINARY PLAT <input type="checkbox"/> FINAL PLAT <input type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.)<br><br><input type="checkbox"/> AMENDMENT TO A SPECIAL USE ( <input type="checkbox"/> Major; <input type="checkbox"/> Minor) |   |   |
| <b>PRIMARY CONTACT</b><br>Daniel J. Kramer  | <b>PRIMARY CONTACT MAILING ADDRESS</b><br>[REDACTED]  | <b>PRIMARY CONTACT EMAIL</b><br>[REDACTED]                |
| <b>PRIMARY CONTACT PHONE #</b><br>[REDACTED]  | <b>PRIMARY CONTACT FAX #</b><br>[REDACTED]  | <b>PRIMARY CONTACT OTHER # (Cell, etc.)</b><br>[REDACTED] |
| <b>ENGINEER CONTACT</b>   | <b>ENGINEER MAILING ADDRESS</b>   | <b>ENGINEER EMAIL</b>                                     |
| <b>ENGINEER PHONE #</b>   | <b>ENGINEER FAX #</b>   | <b>ENGINEER OTHER # (Cell, etc.)</b>                      |
| I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.  |   |   |
| I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. <b>THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE APPLICATION DATE.</b>   |   |   |
| <b>SIGNATURE OF APPLICANT</b><br>[REDACTED]   |   | <b>DATE</b><br>12/18/2023                                 |

**FEE PAID:\$** \_\_\_\_\_  
**CHECK #:** \_\_\_\_\_

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

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

Last Revised:  
10.17.22

Date Stamp Here If  
Checklist Is Complete

**Illinois  
Limited Liability Company Act  
Articles of Organization**FILE # **13292612****Secretary of State Alexi Giannoulias**  
Department of Business Services Limited  
Liability Division  
www.ilsos.govFiling Fee: **\$150**Approved By: **MAG****FILED**  
**MAY 23 2023**  
**Alexi Giannoulias**  
**Secretary of State**1. Limited Liability Company Name: ARBEEN, LLC

2. Address of Principal Place of Business where records of the company will be kept:

2410 COLLINS ROADOSWEGO, IL 60543

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

TYLER ARBEEN  
2410 COLLINS RD  
OSWEGO, IL 60543-9705

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:

ARBEEN, TYLER

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: MAY 23, 2023

TYLER ARBEEN





1. Attached to this response is our Client's Business Plan, including number of employees and hours of operation. In the early spring through late fall his operation consists totally of the landscaping business. In the winter months they supplement their operations by doing some limited snow plowing with a greatly reduced staff. He lists his current number of employees as 15 at the peak but I would suggest we use 25 as a maximum in that the business could grow and we certainly don't want to interfere with economic development in the County.
2. We are providing attached here to the legal description in "Word" Format.
3. There will be a new well and septic.
4. There are no easements of record on the property.
5. We have always in the past and will continue to honor a Township Right of Way Request as long as it is reasonable in width and not greater than other required dedications.
6. We know the issue with the Oswego Fire Protection District. They have passed an Ordinance many years ago that we believe beyond their authority under the Illinois Fire Code. They require or at least request fire suppression sprinkling in all commercial buildings regardless of size and regardless of whether rural or a municipal water system which would support a sprinkler is available.  
We have been down this road before and as you know unless you have a very expensive pressurized tank like a golf course that has a restaurant and other facilities, or a water tower a sprinkle system simply does not function. We will do the courtesy request asking for a waiver which at times they have granted and other times not. The long and short is we would have to have every farm building of this type of pole structure sprinkled out in the country which of course has not been what is traditionally happened. If they will not vary from their Ordinance, it would be their burden to try and enforce and we would simply ask that the County not include their Ordinance requirement or request as a condition of the Special Use.
7. We will have the handicap spaces highlighted. They do not have a great deal of drop in traffic. Most of their landscaping is contracted right with the business or homeowner and the Owner of the Company literally goes out to sites to work with the Homeowner.
8. We would like to vary in the Special Use that condition of no parking in front. If you drive in any of the municipalities or throughout the County parking is in front of the buildings and does maintain a setback off of the lot line but we would loose given that the ownership of the property owner is to the center of the road line with 150 foot setback request that is an unreasonable taking without compensation of not being able to use that much front area of the building.
9. The maximum height in the storage areas would not exceed the Ordinance Requirement. Typically speaking it would be no more than 10 foot in height.
10. The areas would be either grass or in limited drive areas asphalt screenings. There would not be solid paving or concrete except around the apron of the building for the sidewalk area and the two handicap parking spots.
11. Let me know your decision.
12. Again, the hoop houses are temporary structures and we would suggest perhaps a 30 foot to 50 foot setback. We would like to vary the 150 foot, again for the same reason above. It is an unreasonable taking without compensation since you are asking for such a huge setback along County Road Ways that is simply going to be grass area and not actual road or ditches.
13. We would keep any hoop houses which are temporary structures at least 10 feet off the property line and since they are not permanent structures we believe the Ordinance Requirement would only be 5 feet.
14. There will be no illuminated signage but the Owner would put a ground-level landscape sign that you see on various landscaping areas that would blend in with the stone and plantings along Stewart Road.

15. There would be no physical barrier like in a cyclone fence but the Applicant does plan on putting a decorative rail wood fence around the perimeter of the entire site.
16. N additional lighting
17. The dumpster site would enclosed with board on board fence.
18. Petitioner will install landscaping on the front area adjacent to the road. See attached example.
19. Indoors as far as equipment parking.
20. No objection whatsoever to the right to farm clause and Petitioner will comply with that Ordinance.
21. The official Applicant is Arbeen, LLC, an Illinois limited Liability Company which is the Owner and Record Title Holder to the subject Property. The Landscaping business on-site would be operated by Arbeen Landscaping, LLC, and Illinois Limited Liability Company. Tyler Arbeen is the Sole Member of each entity.

LAW OFFICES  
OF

***Daniel J. Kramer***

DANIEL J. KRAMER

1107A SOUTH BRIDGE STREET  
YORKVILLE, ILLINOIS 60560  
(630) 553-9500  
Fax: (630) 553-5764

KELLY A. HELLAND  
D.J. KRAMER

November 16, 2023

Matt Asselmeier  
Kendall County Building & Zoning  
111 W. Fox St.  
Yorkville, IL 60560

Via E-mail: [masselmeier@kendallcountvil.gov](mailto:masselmeier@kendallcountvil.gov)

Re: Arbeen, LLC Special Use Application

Dear Mr. Asselmeier:

In response to your most recent e-mail, a copy of which I am attaching I will respond by numbers to your questions.

1. It would be less than 5 potential customers or existing customers a week. Nearly all of the client contact is at the site of existing or prospective customers or email or telephone contact.
2. The type of business-related equipment stored at Site would be small trailers to transport lawn mowers, bobcats, skid steers, end loaders, and similar landscaping equipment. There also would be a large amount of hand tools, and it is anticipated the storage will be indoors for all.
3. There definitely could be equipment brought back after 5:00 pm although the Applicant generally does not require his workers to work after that time. We would certainly be willing to have the evening operation hours extended to 6:00 pm to cover a late arrival. There would not be work conducted on on-premises after that time.
4. Understood it is an on-going issue and we simply note the past position of Oswego Fire Protection District and ask that the Special Use Request not be held up by any action of the Oswego Fire Protection District. In other words, let them set their own regulations and leave the County out of the middle.
5. I understand your question or comment about the other setbacks. However, that front setback from the Road is artificially set for future Right-of-Way Dedication which given the traffic counts on Stewart Road does not look to be practical in the near term. Again, we get into a taking without compensation issue. If you drive down Route 47 or Route 34 which are major thoroughfares none of the municipalities require a setback that big without permitting landscaping or parking in the same. It seems to me a very practical result in that the building truly will be setback 150 feet from the centerline of the roadway. However, there is absolutely no harm in having landscaping or parking in that area which readily removable if in fact there were some super highway put through the area. Again, the Applicant/Owner is not suggesting putting any landscaping or parking lot in the additional Right-of-Way that the Applicant/Owner


is willing to dedicate to Oswego Township at no cost.

That is important because there is a BP Amoco Case that came out of the Addison/Bartlett Area in the Second Appellate District that held that a Governmental Body cannot condition a Special Use on dedicating Right-of-Way at compensation because it violates the takings clause of both the Federal and the State of Illinois Constitution. I am not trying to be unduly contentious but that is a good back drop for why we ask for as part of our Special Use this variation in being able to use the front setback for landscaping and parking. Since it is a Special Use I believe that it can be contained in the conditions and does not require a separate variance application. I believe theoretically the only need for a variance would be if it was a straight zoning change of Zoning District as opposed to a Special Use or PUD.

6. Attached please find the Stormwater Management Application. Yes, please use the overage submitted toward this Application.
7. Attached please find a copy of the Landscaping Plan, signage plan, and dumpster fencing plan. Also, attached is the revised site plan denoting 2 handicap spaces.
8. Enclosed please find a copy of the Sign Plan.
9. Enclosed please find a copy of my client's Landscape Plan.
10. Given past history I would think the Oswego Township would want a dedication of 35 feet from center line on my Client's Real Property. In other word they would ultimately want a 70-foot Right-of-Way where now my Client owns to the centerline of the road adjacent to our property.

I would ask that based on this correspondence answering and the revised Landscape Plan, Sign Plan, Sight Plan, and dumpster plan that we be put on the December 5, 2023 ZPAC, December Regional Plan Commission and Special Use Hearing Officer/ZBA. Should you have any questions please feel free to call my office.

Very truly yours,

  
Daniel J. Kramer  
Attorney at Law

DJK/cth  
Enclosures





**1. Can you send me a Business Plan with the proposed hours of operation, number of employees, and what the site will be used for?**

- Arbeen Landscaping is a full-service Landscape Maintenance, Landscape Construction and Snow and Ice Management provide in the west suburbs. We intend to store equipment, raw materials, and plants on site. In the morning hours site will be used for employees to park their personal vehicles, change in to uniform and take a company vehicle to service locations for the day to work. Hours of operation in the summer months are 6:00am-5:00pm and winter hours are 8:00am-3:30pm (During snow events we need to access the facility 24hrs as needed to load trucks with salt to service customers) Arbeen Landscaping currently has 15 employees.

**2. A sketch of what landscaping you will do along Stewart Road**

- Landscape Buffer to include a variety of pine trees, ornamental trees, native shrubs and natural stone to enhance curb appeal.







3. A picture of the type of building you are considering building



4. Are you do any additional light on the property besides battery lighting on the building? If so, you will need to contact an electrician to do a Photometric Plan for you.
- No additional lighting
5. If you are planning on doing any fencing on the property what type of fencing and where?
- 6' wood post farm fence with wire mesh. The fence is to surround the entire property. Excludes the (2) entrances

The Petitioner is requesting a Variance permitting parking and portable hoop houses for growing plants located within the front setback area both of which would be permitted within the 150 foot front yard setback line as defined in the Kendall County A-1 Zoning Ordinance East of the centerline of Stewart Road which would decrease the 150 foot front yard setback to 51 feet.

The Petitioner/Owner agrees that no permanent structures shall be located within the 105 foot front yard setback and no permanent structures shall be erected within 75 feet from the centerline east interfering with the Wi Ka Du centerline recorded right-of-way document.

No additional right-of-way shall be dedicated at this time to any governmental body. Petitioner agrees to leave adequate setback in the event a governmental body seeks additional right-of-way its will be required to obtain an Eminent Domain for roadway taking purposes.

The Northerly 360.0 feet of the Westerly 484.01 feet (as measured along the Westerly and Northerly Lines thereof) of the South Half of the Southeast Quarter of Section 24, Township 37 North, Range 8 East of the Third Principal Meridian in Oswego Township, Kendall County, Illinois.

202300009241

DEBBIE GILLETTE  
RECORDER - KENDALL COUNTY, IL  
RECORDED: 8/17/2023 10:17 AM  
REC FEE: 57.00 RHSPS: 19.00  
STATE TAX: 260.00  
COUNTY TAX: 130.00  
PAGES: 4

1/2  
TRUSTEE'S DEED  
ILLINOIS STATUTORY

23CSA620602 YK  
CM

THE GRANTOR(S), Gordon C. Plohr, as Trustee of the Gordon C. Plohr Trust dated October 23, 2019 and Judith K. Plohr, as Trustee of the Judith K. Plohr Trust dated October 23, 2019, of the [REDACTED] [REDACTED] [REDACTED] for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) to Arbeen LLC, an Illinois Limited Liability Company all interest in the following described Real Estate situated in the County of Kendall in the State of Illinois, to wit:

~~THE NORTHERLY 360.0 FEET OF THE WESTERLY 484.01 FEET (AS MEASURED ALONG THE WESTERLY AND NORTHERLY LINES THEREOF) OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 31 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS.~~

See attached legal

SUBJECT TO:

General real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 03-24-400-005

Address(es) of Real Estate: 3900 Stewart Road  
Oswego, Illinois 60543

Dated this July day of 21, 2023

By: [REDACTED]  
Gordon C. Plohr, as Trustee of the Gordon C. Plohr Trust dated October 23, 2019

Dated this July day of 21, 2023

By: [REDACTED]  
Judith K. Plohr, as Trustee of the Judith K. Plohr Trust dated October 23, 2019

Chicago Title

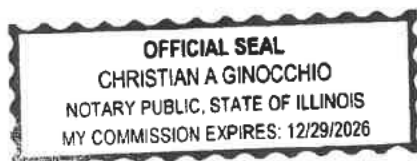
STATE OF ILLINOIS, COUNTY OF

Kendall

SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Gordon C. Plohr and Judith K. Plohr, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 21<sup>st</sup> day of July, 20 23.



Notary Public

Prepared by:  
Law Office of Lisa A. Coffey, P.C.  
98 Miller Drive, Suite 102  
North Aurora, Illinois 60542

Mail to:

Arbe

Arbeen LLC, an Illinois Limited Liability Company

Name and Address of Taxpayer: GRANKES Address:

Arbeen LLC, an Illinois Limited Liability Company

2410 Collins Rd.  
Oswego Il. 60573

**LEGAL DESCRIPTION OF 5.0000-ACRE TRACT CONVEYED FROM PLOHR TO ARBEEN:**

The Northerly 450.0 feet of the Westerly 484.01 feet (as measured along the Westerly and Northerly Lines thereof) of the South Half of the Southeast Quarter of Section 24, Township 37 North, Range 8 East of the Third Principal Meridian in Oswego Township, Kendall County, Illinois.

Unofficial



*Debbie Gillette*  
Kendall County Clerk & Recorder

PLAT ACT AFFIDAVIT OF METES AND BOUNDS

STATE OF ILLINOIS )  
 )SS  
COUNTY OF KENDALL )

Gordon C. Plohr, as Trustee of the Gordon C. Plohr Trust dated October 23, 2019 and Judith K. Plohr, as Trustee of the Judith K. Plohr Trust dated October 23, 2019, being duly sworn on oath, states that affiant resides at 3900 Stewart Rd., Oswego, IL 60543. And further states that: (please check the appropriate box)

- A. ☐ That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being part of a larger tract of land; or  
B. ☒ That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons:  
(please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5.0 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into not more than two (2) parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. The conveyance is of land described in the same manner as title was taken by grantor(s).

AFFIANT further states that \_\_\_ he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois, to accept the attached deed for recording.

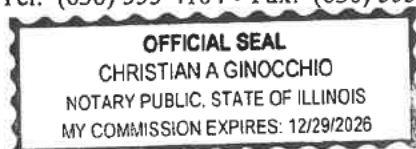
SUBSCRIBED AND SWORN BEFORE ME

This 21<sup>st</sup> day of July, 2023

Signature of Notary Public

Signature of Affiant

111 West Fox Street, Yorkville IL 60560-1498  
Tel: (630) 553-4104 • Fax: (630) 553-4119 • Email: Dgillette@co.kendall.il.us



2/2  
**QUIT CLAIM DEED**  
Statutory (Illinois)

**202300009242**

DEBBIE GILLETTE  
RECORDER - KENDALL COUNTY, IL  
RECORDED: 8/17/2023 10:17 AM  
REC FEE: 57.00 RHSPS: 19.00  
PAGES: 4

THE GRANTOR  
ABREEN, LLC,  
AN ILLINOIS LIMITED LIABILITY  
COMPANY  
of The Village of Oswego  
in the County of Kendall,  
and State of Illinois,

for and in consideration of Ten Dollars in hand paid, CONVEYS and QUIT CLAIMS to:

Gordon C. Plohr, as Trustee of the Gordon C. Plohr Trust dated October 23, 2019 and Judith K. Plohr, as  
Trustee of the Judith K. Plohr Trust dated October 23, 2019

whose address is: 3900 Stewart Road, Oswego, Illinois 60543

all interest in the following described Real Estate situated in the County of Kendall, in the State of  
Illinois to wit:

See attached legal description

SUBJECT TO: Existing easements, covenants, and restrictions of record and 2023 and  
Subsequent years real estate taxes.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the  
State of Illinois.

Permanent Real Estate Index Number: part of 03-24-400-005

Address of Real Estate: 1 acre of vacant land adjacent to 3900 Stewart Road, Oswego, Illinois 60543


Dated this 21st day of July, 2023.

23C59620602YK  
CM

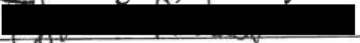
Chicago Title



ARBEEN, LLC  
AN ILLINOIS LIMITED LIABILITY COMPANY  
BY:

  
Tyler Arbeen, Manager

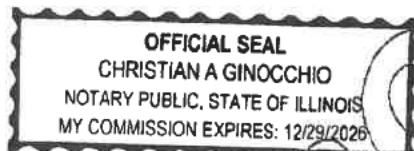
STATE OF ILLINOIS       )  
                                      ) ss.  
COUNTY OF KENDALL    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT  is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered this instrument as his/her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.


Given under my hand and notarial seal this 21<sup>st</sup> day of July, 2023.




Notary Public



THIS TRANSACTION EXEMPT UNDER  
PROVISIONS OF 35 ILCS 305/4 E.  
Dated: July 21, 2023

Signed: 

Grantees' Address:  
Send subsequent tax bills to:  
After Recording, Return To:  
Gordon C. Plohr, as Trustee of the Gordon C. Plohr Trust dated October 23, 2019 and Judith K. Plohr, as Trustee of the Judith K. Plohr Trust dated October 23, 2019  


This Document Prepared By:  
Attorney Daniel J. Kramer  


**LEGAL DESCRIPTION OF 1.0000-ACRE TRACT RETURNED TO PLOHR FROM  
ARBEEN:**

The Southerly 90.0 feet of the Northerly 450.0 feet of the Westerly 484.01 feet (as measured along the Westerly and Northerly Lines thereof) of the South Half of the Southeast Quarter of Section 24, Township 37 North, Range 8 East of the Third Principal Meridian in Oswego Township, Kendall County, Illinois.

Unofficial



*Debbie Gillette*  
Kendall County Clerk & Recorder

PLAT ACT AFFIDAVIT OF METES AND BOUNDS

STATE OF ILLINOIS     )  
                                  )SS  
COUNTY OF KENDALL    )

Daniel J. Kramer, being duly sworn on oath, states that affiant resides at  
Yorkville, Illinois. And further states that (please check the appropriate box)

- A. ☐ That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being part of a larger tract of land; or  
B. ☒ That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons:  
(please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5.0 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into not more than two (2) parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. The conveyance is of land described in the same manner as title was taken by grantor(s).

AFFIANT further states that \_\_\_ he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO BEFORE ME

This 21st day of July, 2023.

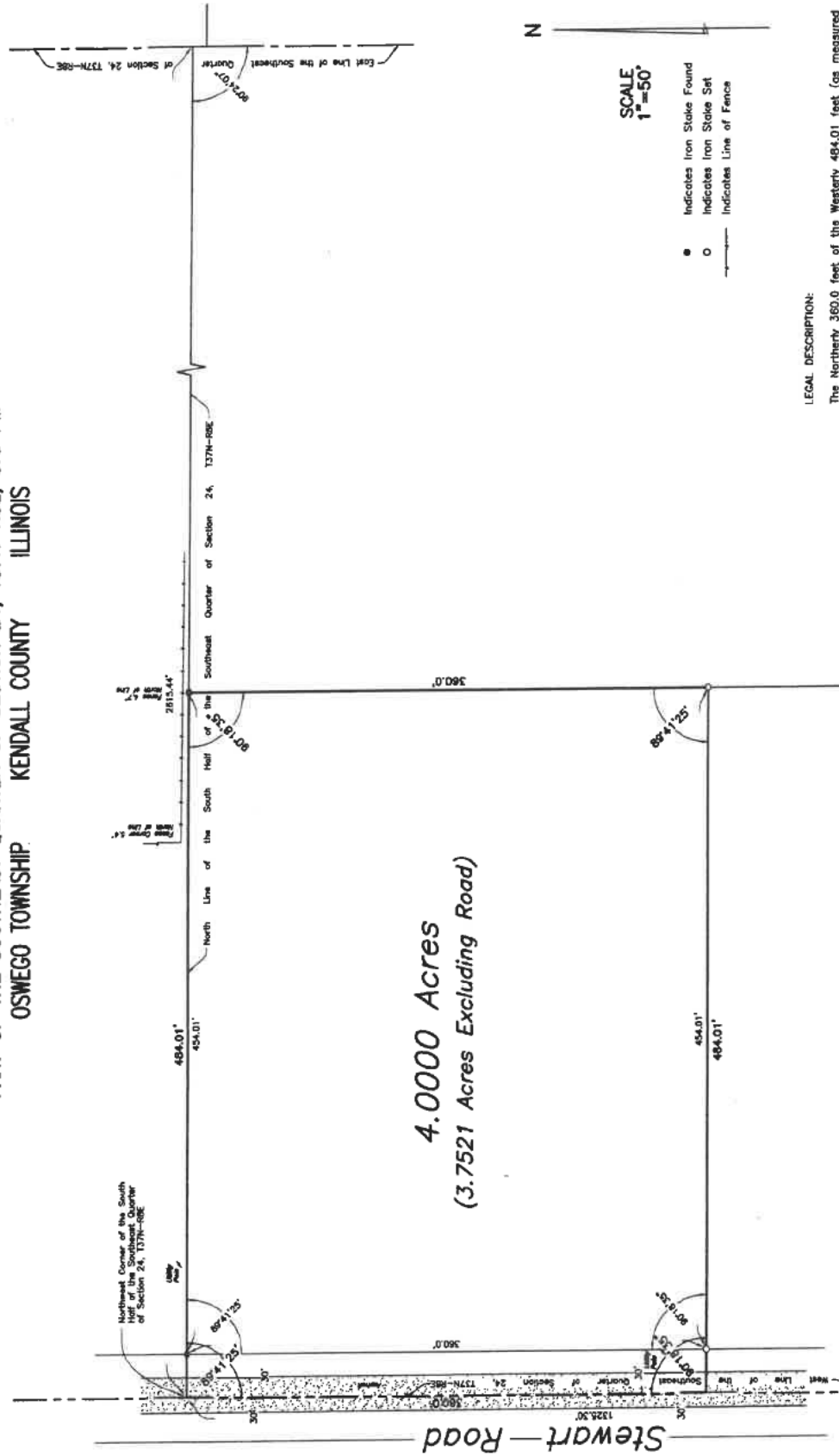
Signature of Notary Public

Signature of Affiant



111 West Fox Street, Yorkville IL 60560-1498  
Tel: (630) 553-4104 • Fax: (630) 553-4119 • Email: Dgillette@co.kendall.il.us

PLAT OF SURVEY OF  
PART OF THE SOUTHEAST QUARTER OF SECTION 24, T37N-R8E, 3rd PM  
OSWEGO TOWNSHIP, KENDALL COUNTY ILLINOIS



LEGAL DESCRIPTION:

The Northerly 360.0 feet of the Westerly 484.01 feet (as measured and shown on the plat hereof) of the South Half of the Southeast Quarter of Section 24, Township 37 North, Range 8 East of the Third Principal Meridian in Oswego Township, Kendall County, Illinois.

State of Illinois } SS  
County of Kendall }

I, Andrew R. Young, an Illinois Professional Land Surveyor and an officer of Phillip D. Young and Associates, Inc., do hereby certify that I have surveyed and located the visible improvements upon the above described tract as shown by the plat hereof and which is a representation of said survey. Field work completed June 27, 2023. This professional service conforms to the current Illinois minimum standard for a boundary survey.

Dated June 28, 2023 at Yorkville, Illinois

(Expires 11/30/24)

Andrew R. Young  
Illinois Professional Land Surveyor No. [REDACTED]



JOB NO. 23086  
JOB NAME ATTY. KRAMER  
DWG FILE 23086

11078 South Bridge Street  
Yorkville, Illinois 60560  
Telephone (630) 553-1580

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

KENDALL COUNTY  
DISCLOSURE OF BENEFICIARIES FORM

1. Applicant Arbeen, LLC  
Address 2410 Collins Road  
City Oswego State IL Zip 60543
2. Nature of Benefit Sought \_\_\_\_\_
3. Nature of Applicant: (Please check one)  
☐ Natural Person (a)  
☐ Corporation (b)  
☐ Land Trust/Trustee (c)  
☐ Trust/Trustee (d)  
☐ Partnership (e)  
☐ Joint Venture (f)  
☒ Limited Liability Company
4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:  
Manager of Limited Liability Company  
+ Sole Member of LLC
5. 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 trust, a joint venture in the case of a joint venture, or who otherwise has proprietary interest, interest in profits and losses or right to control such entity:
- | NAME                | ADDRESS    | INTEREST    |
|---------------------|------------|-------------|
| <u>Tyler Arbeen</u> | [REDACTED] | <u>100%</u> |
|                     |            |             |
|                     |            |             |
|                     |            |             |
6. Name, address, and capacity of person making this disclosure on behalf of the applicant:  
Same as above

VERIFICATION  
I, David J. Keener, being first duly sworn under oath that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make the disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Subscribed and sworn to before me this 17th day of October, A.D. 2023

(seal)



Notary Public



**Applicant:** Arbeen, LLC  
**Contact:** ATTORNEY DANIEL J. KRAMER  
**Address:** [REDACTED]

**IDNR Project Number:** 2405940  
**Date:** 10/19/2023

**Project:** Arbeen, LLC  
**Address:** 4 acres vacant land on Stewart Road, Oswego

**Description:** operate a landscaping business and tree nursery

### Natural Resource Review Results

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

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

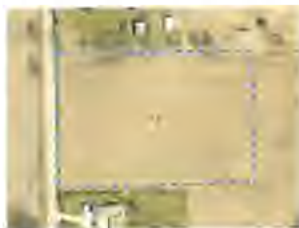
**Consultation is terminated.** This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary. Termination does not imply IDNR's authorization or endorsement.

#### Location

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

**County:** Kendall

**Township, Range, Section:**  
37N, 8E, 24



**IL Department of Natural Resources**  
**Contact**  
Bradley Hayes  
217-785-5500  
Division of Ecosystems & Environment

**Government Jurisdiction**  
Kendall County Planning, Building, and Zoning  
Matt Asselmeier  
111 W. 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.

### **Security**

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.

## Special Use Findings of Fact

1. The operation of the Special will not endanger any public health, safety, morals, comfort or general welfare. To the contrary it will provide the orderly expansion of allowing nursery stock and a local landscaping business that hires local Kendall County Employees in a quasi-agricultural endeavor to promote economic success for both the applicant and Kendall County and adjoining County customers.
2. The Special Use will not substantially be injurious to the use and enjoyment of surrounding properties. The property immediately adjoining is a residential use in an agricultural area that sold this subject property of the Special Use Applicant knowing full well the intended use. There are many agricultural/landscaping/nursery businesses scattered in the agricultural zoning throughout the County.
3. Stewart Road is a hard surface Road and provides adequate ingress and egress for all vehicles entering and leaving the subject property. There are not heavy ingress and egress uses with only employees arriving in the morning, leaving for jobs and returning in the late afternoon. The Applicant may do some snowplowing with lesser amount of employees in the winter. Drainage is easily handled on the subject property.
4. Applicant fully expects to comply with all applicable regulations and Kendall County Zoning Applications for the anticipated Special Use.
5. The Application for the Special Use is totally consistent with the purpose and objectives of the Land Resource Management Plan as set out in the answer to the first paragraph above.



1) The property setback requirements for A-1 results in an inverse condemnation in taking without compensation which is against Illinois and Federal Constitutions when no public interest is being adversely effect. If it was a reasonable distance, Petitioner would cooperate. Petitioner has in no way created this difficulty.

2) Actually if there were other similar landscape use in A-1 areas on seldom traveled low volume traffic roads, there would be no need for 150 foot setback. A drive through Kendall County bot rural and in incorporated municipalities, show businesses, Government Office Buildings, and homes much closer to rad rights-of-way so there is no articulable health or safety needs justifying not allowing parking and landscaping improvements in a front setback area. If there ever was a condemnation or a voluntary taking as long as there are not permanent improvements the taking can take place without causing additional government expense for permanent improvement acquisition costs.

3) The property setback requirements for A-1 results in an inverse condemnation in taking without compensation which is against Illinois and Federal Constitutions when no public interest is being adversely effect. If it was a reasonable distance, Petitioner would cooperate. Petitioner has in no way created this difficulty.

4) The request has no impact whatsoever on surrounding property owners. The parking and hoop houses will be setback further than the adjacent landowners residential homes and are well of the right-of way requirements in any other uses.

5) The request has no impact whatsoever on surrounding property owners. The parking and hoop houses will be setback further than the adjacent landowners residential homes and are well of the right-of way requirements in any other uses

# STORMWATER MANAGEMENT PERMIT

PERMIT APPLICATION #

Conformance with all Federal, State, and County Regulations is required. Applicants are encouraged to the Countywide Stormwater Management Ordinance and consider a pre-application meeting with Department staff prior to submittal. See attached highlights of regulations.

Property: Name Arbeen, LLC  
Owner: Address [REDACTED]  
Phone [REDACTED]  
Agent: Name Attorney Daniel J. Kramer  
Address [REDACTED]  
Phone [REDACTED]  
Site: Address or Location 5 acres vacant land Stewart Road  
Tax Parcel # 03-24-400-011  
Zoning/Land Use/Acres A-1 5 acres

Proposed Development:  
A-1 Special Use to operate Landscaping Business

Attachments: Plat X Submitted Construction Plans \_\_\_\_\_  
Soils \_\_\_\_\_ Landscaping X Submitted  
Grading \_\_\_\_\_ Phasing \_\_\_\_\_  
Other Engineer will submit calculations

Fees \$ 50.00 Processing Fee (\$50.00)  
\$ \_\_\_\_\_ Engineering Review Deposit (\$1,200.00 or 2% of estimated cost of the proposed improvements, whichever is greater.)  
TOTAL \$ \_\_\_\_\_ One check is acceptable made out to the Kendall County Treasurer

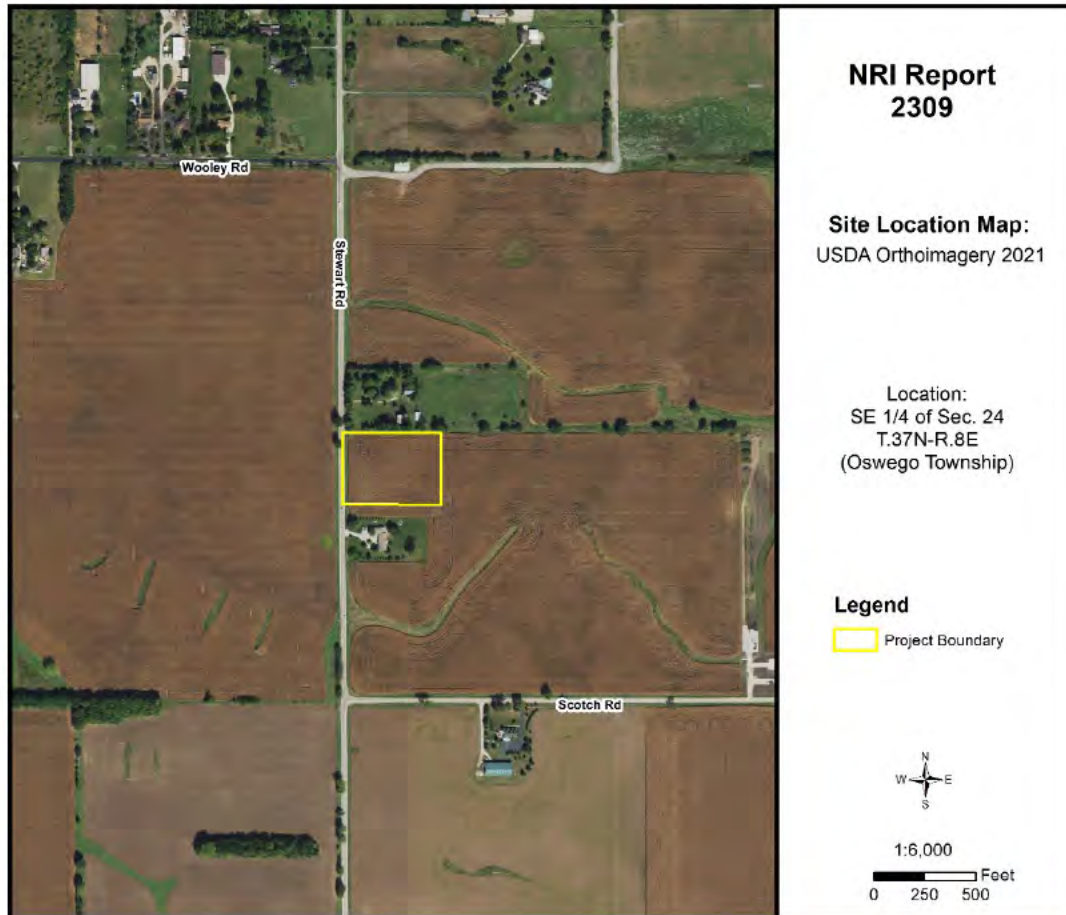
Staff will contact Applicant regarding schedule and reviews.

I hereby certify that the information on this application, on the documents attached, and on other submittals made during the review process is true and correct; that I am authorized to file this application; and that I agree to conform to all requirements set forth by the County and all conditions of the County Stormwater Management Ordinance. I understand that by signing this form, that the property in question may be visited by County Staff and County Engineers throughout the permit and construction process. I also understand that I am responsible for all costs associated with this application. The applicant attests that they are free of debt or current on all debts owed to Kendall County as of the application date.

Owner's Signature (Including Middle Initial) [REDACTED] Date \_\_\_\_\_  
Agent's Signature (Including Middle Initial) \_\_\_\_\_ Date 11/16/23

Kendall County Planning, Building, & Zoning Department  
111 West Fox Street, Room 203  
Yorkville, Illinois 60560  
Phone: (630) 553-4139, Fax (630) 553-4179  
[www.kendallcountyil.gov](http://www.kendallcountyil.gov)

# NATURAL RESOURCE INFORMATION (NRI) REPORT: #2309



Nov.  
2023

Petitioner: Arbeen, LLC  
Contact: Attorney Daniel J. Kramer

Prepared By:



7775A Route 47  
Yorkville, Illinois 60560  
Phone: (630) 553-5821 x3  
[www.kendallswcd.org](http://www.kendallswcd.org)

## KENDALL COUNTY SOIL AND WATER CONSERVATION DISTRICT NATURAL RESOURCE INFORMATION (NRI) REPORT

|  |   |
|--|---|
| Natural Resource Information Report Number | 2309  |
| Date District Board Reviews Application    | November 2023   |
| Applicant's Name                           | Arbeen, LLC   |
| Size of Parcel                             | 4.00 acres  |
| Current Zoning & Use                       | A-1 Agricultural; Agricultural field                  |
| Proposed Zoning & Use                      | A-1 Agricultural Special Use;<br>Landscaping Business |
| Parcel Index Number(s)                     | 03-24-400-011   |
| Contact Person                             | Attorney Daniel J. Kramer                             |

| Copies of this report or notification of the proposed land-use change was provided to: | Yes | No |
|--|-----|----|
| The Applicant  | X   |    |
| The Applicant's Legal Representation   | X   |    |
| The Local/Township Planning Commission   | X   |    |
| The Village/City/County Planning and Zoning Department or Appropriate Agency           | X   |    |
| The Kendall County Soil and Water Conservation District Files                          | X   |    |

Report Prepared By: *Alyse Olson* Position: *Resource Conservationist*

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## ***PURPOSE AND INTENT***

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The purpose of this report is to provide officials of the local governing body and other decision-makers with natural resource information. This information may be useful when undertaking land use decisions concerning variations, amendments or relief of local zoning ordinances, proposed subdivision of vacant or agricultural lands and the subsequent development of these lands. This report is a requirement under Section 22.02a of the Illinois Soil and Water Conservation Districts Act.

The intent of this report is to present the most current natural resource information available in a readily understandable manner. It contains a description of the present site conditions, the present resources, and the potential impacts that the proposed change may have on the site and its resources. The natural resource information was gathered from standardized data, on-site investigations and information furnished by the petitioner. This report must be read in its entirety so that the relationship between the natural resource factors and the proposed land use change can be fully understood.

Due to the limitations of scale encountered with the various resource maps, the property boundaries depicted in the various exhibits in this report provide a generalized representation of the property location and may not precisely reflect the legal description of the PIQ (Parcel in Question).

This report, when used properly, will provide the basis for proper land use change decisions and development while protecting the natural resource base of the county. It should not be used in place of detailed environmental and/or engineering studies that are warranted under most circumstances, but in conjunction with those studies.

The conclusions of this report in no way indicate that a certain land use is not possible, but it should alert the reader to possible problems that may occur if the capabilities of the land are ignored. Any questions on the technical data supplied in this report or if anyone feels that they would like to see more additional specific information to make the report more effective, please contact:

**Kendall County Soil and Water Conservation District**  
**7775A Route 47, Yorkville, IL 60560**  
**Phone: (630) 553-5821 ext. 3**  
**E-mail: [Alyse.Olson@il.nacdnet.net](mailto:Alyse.Olson@il.nacdnet.net)**



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## ***EXECUTIVE SUMMARY***

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|   |   |
|---|---|
| Natural Resource Information Report Number        | #2309   |
| Petitioner  | Arbeen, LLC   |
| Contact Person                                    | Attorney Daniel J. Kramer   |
| County or Municipality the Petition is Filed With | Kendall County  |
| Location of Parcel                                | SE ¼ of Section 24, Township 37 North, Range 8 East (Oswego Township) of the 3 <sup>rd</sup> Principal Meridian |
| Project or Subdivision Name                       | Arbeen Landscaping  |
| Existing Zoning & Land Use                        | A-1 Agricultural; Agricultural field  |
| Proposed Zoning & Land Use                        | A-1 Agricultural Special Use; Landscaping Business  |
| Proposed Water Source                             | Well  |
| Proposed Type of Sewage Disposal System           | Septic  |
| Proposed Type of Storm Water Management           | Not indicated   |
| Size of Site                                      | 4.00 acres  |
| Land Evaluation Site Assessment (LESA) Score      | 186 (Land Evaluation: 87; Site Assessment: 99)  |



## NATURAL RESOURCE CONSIDERATIONS

### SOIL INFORMATION

Based on information from the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) 2008 Kendall County Soil Survey, this project area contains the soil types shown in Figure 1 and Table 1. Please note this does not replace the need for or results of onsite soil testing. If completed, please refer to onsite soil test results for planning/engineering purposes.

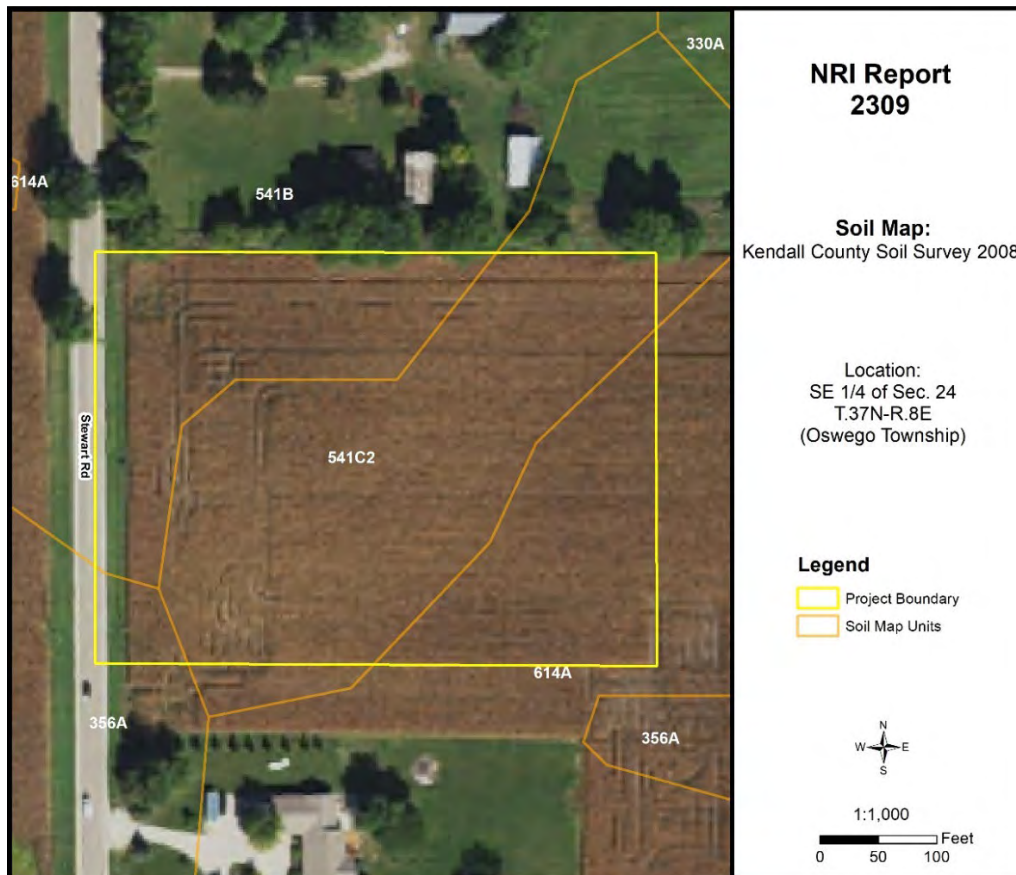


Figure 1: Soil Map

Table 1: Soils Information

| Soil Type | Soil Name                                | Drainage Class          | Hydrologic Group | Hydric Designation                | Farmland Designation             | Acres | % Area |
|-----------|--|-------------------------|------------------|-----------------------------------|----------------------------------|-------|--------|
| 356A      | Elpaso silty clay loam, 0-2% slopes      | Poorly Drained          | B/D              | Hydric                            | Prime Farmland if Drained        | 0.1   | 3.1%   |
| 541B      | Graymont silt loam, 2-5% slopes          | Moderately Well Drained | C                | Non-Hydric with Hydric Inclusions | Prime Farmland                   | 1.2   | 29.5%  |
| 541C2     | Graymont silt loam, 5-10% slopes, eroded | Moderately Well Drained | C                | Non-Hydric with Hydric Inclusions | Farmland of Statewide Importance | 1.9   | 48.3%  |
| 614A      | Chenoa silty clay loam, 0-2% slopes      | Somewhat Poorly Drained | C/D              | Non-Hydric with Hydric Inclusions | Prime Farmland                   | 0.8   | 19.1%  |

**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.

- **Hydrologic group A:** Soils have a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.
- **Hydrologic group B:** Soils have a moderate infiltration rate when thoroughly wet, consist chiefly of moderately deep to deep, moderately well drained to well drained soils that have a moderately fine to moderately coarse texture. These soils have a moderate rate of water transmission.
- **Hydrologic group C:** Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.
- **Hydrologic group D:** Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

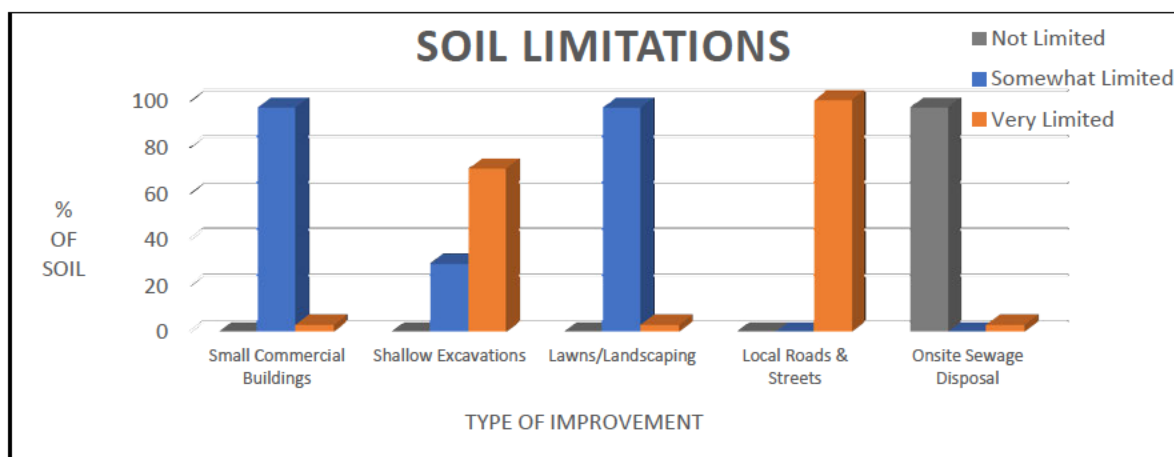
**Hydric Soils** – A hydric soil is one that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part of the soil profile that supports the growth or regeneration of hydrophytic vegetation. Soils with hydric inclusions 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, one is classified as hydric soil (356A Elpaso silty clay loam) and three are classified as non-hydric soils with hydric inclusions likely (541B Graymont silt loam, 541C2 Graymont silt loam, and 614A Chenoa silty clay loam).

**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 or prime farmland if drained (356A Elpaso silty clay loam, 541B Graymont silt loam, and 614A Chenoa silty clay loam) and one does not meet the criteria for prime farmland and is considered farmland of statewide importance (541C2 Graymont silt loam).

**Soil Limitations** – The USDA-NRCS Web Soil Survey rates the limitations of soils for dwellings, small commercial buildings, solar arrays, shallow excavations, lawns/landscaping, local roads and streets, etc. Soils have different properties which influence the development of building sites. The USDA-NRCS classifies soils as Not Limited, Somewhat Limited, and Very Limited. Soils that are Not Limited indicates that the soil has properties that are favorable for the specified use. They will perform well and will have low maintenance. Soils that are Somewhat Limited are moderately favorable, and their limitations can be overcome through special planning, design, or installation. Soils that are Very Limited have features that are unfavorable for the specified use, and their limitations cannot easily be overcome.

**Table 2:** Soil Limitations

| Soil Type | Small Commercial Buildings | Shallow Excavations | Lawns/Landscaping | Local Roads & Streets | Onsite Sewage Disposal |
|-----------|----------------------------|---------------------|-------------------|-----------------------|------------------------|
| 356A      | Very Limited               | Very Limited        | Very Limited      | Very Limited          | Very Limited           |
| 541B      | Somewhat Limited           | Somewhat Limited    | Somewhat Limited  | Very Limited          | Not Limited            |
| 541C2     | Somewhat Limited           | Very Limited        | Somewhat Limited  | Very Limited          | Not Limited            |
| 614A      | Somewhat Limited           | Very Limited        | Somewhat Limited  | Very Limited          | Not Limited            |

**Figure 2:** Soil Limitations

### KENDALL COUNTY LAND EVALUATION AND SITE ASSESSMENT (LESA)

Decision-makers in Kendall County use the Land Evaluation and Site Assessment (LESA) system to determine the suitability of a land use change and/or a zoning request as it relates to agricultural land. 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):** The soils of a given area are rated and placed in groups ranging from the best to worst suited for a stated agriculture use, cropland, or forestland. The best group is assigned a value of 100 and all other groups are assigned lower values. The Land Evaluation is based on data from the Kendall County Soil Survey. The Kendall County Soil and Water Conservation District is responsible for this portion of the LESA system.
  - The Land Evaluation score for this site is **87**, indicating that the soils are **well suited** for agricultural uses.
- Site Assessment (SA):** The site 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 Site Assessment value is based on a 200-point scale and accounts for 2/3 of the total score. The Kendall County LESA Committee is responsible for this portion of the LESA system.
  - The Site Assessment score for this site is **99**.

The LESA Score for this site is **186** out of a possible **300**, which indicates a **low level of protection** for the proposed project site. 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.

#### **WETLANDS**

The U.S. Fish & Wildlife Service's National Wetlands Inventory map does not indicate the presence of wetland(s)/waters on the proposed project site. To determine if a wetland is present, 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.

#### **FLOODPLAIN**

The Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) for Kendall County, Community Panel No. 17093C0070G (effective date February 4, 2009) was reviewed to determine the presence of floodplain and floodway areas within the project site. According to the map, the site is in Zone X, an area of minimal flood hazard determined to be outside of the 0.2% annual chance floodplain.

#### **SEDIMENT AND EROSION CONTROL**

Development on this site should include an erosion and sediment control plan in accordance with local, state, and federal regulations. Soil erosion on construction sites is a resource concern as suspended sediment from areas undergoing development is a primary nonpoint source of water pollution. Please consult the *Illinois Urban Manual* (<https://illinoisurbanmanual.org/>) for appropriate best management practices.

#### **STORMWATER POLLUTION**

A National Pollutant Discharge Elimination System (NPDES) permit (Permit No. ILR10) from the Illinois Environmental Protection Agency (IEPA) is required for stormwater discharges from construction sites that will disturb 1 or more acres of land. Conditions of the NPDES ILR10 permit require the development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) to reduce stormwater pollutants on the construction site before they can cause environmental issues.



**LAND USE FINDINGS:**

The Kendall County Soil and Water Conservation District (SWCD) Board has reviewed the proposed site plans for Arbeen, LLC. The petitioner is requesting a Special Use Permit on one parcel (Parcel Index Number 03-24-400-011) to operate a 4.00-acre landscaping business within Oswego Township of Kendall County, IL located in Section 24, Township 37N, and Range 8E of the 3<sup>rd</sup> Principal Meridian. Based on the information provided by the petitioner and a review of natural resource related data available to the Kendall County SWCD, the SWCD Board presents the following information.

The Kendall County SWCD has always had the opinion that prime farmland soils should be preserved whenever feasible due to their highly productive qualities for growing agriculturally important grain and fiber crops in our community. Of the soils found onsite, 51.7% are designated as prime farmland or prime farmland if drained. A land evaluation (LE), which is a part of the Land Evaluation and Site Assessment (LESA), was conducted on this parcel. The soils on this parcel scored a 87 out of a possible 100 points indicating that the soils are well suited for agricultural uses. The total LESA score for this site is 186 out of a possible 300, which indicates a low level of protection for the proposed project site. 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.

Soils found on the project site are rated for specific uses and can have potential limitations for development. Soil types with severe limitations do not preclude the ability to develop the site for the proposed use, but it is important to note that the limitation may require soil reclamation, special design/engineering, or maintenance to obtain suitable soil conditions to support development with significant limitations. This report indicates that for soils located on the parcel, 100% are considered very limited for roads/streets, 70.5% are very limited for shallow excavations, and 3.1% are very limited for small commercial buildings and lawns/landscaping. The remaining soils are considered somewhat limited for these types of uses. Additionally, 3.1% of the soils are considered unsuitable for conventional septic systems. This information is based on the soil in an undisturbed state. If the scope of the project may include the use of onsite septic systems, please consult with the Kendall County Health Department.

This site is located within the Des Plaines River watershed and the Middle DuPage River sub watershed. This development should include a soil erosion and sediment control plan to be implemented during construction. It is critical to have vegetative cover during and after construction to protect the soil from erosion. Sediment may become a primary non-point source of pollution. Eroded soils during the construction phase can create unsafe conditions on roadways, degrade water quality, and destroy aquatic ecosystems lower in the watershed.

For intense use, it is recommended that a drainage tile survey be completed on the parcel to locate the subsurface drainage tile and should be taken into consideration during the land use planning process. Drainage tile expedites drainage and facilitates farming. It is imperative that these drainage tiles remain undisturbed. Impaired tile may affect a few acres or hundreds of acres of drainage.

The information that is included in this Natural Resources Information Report is to assure that the Land Developers take into full consideration the limitations of that land that they wish to develop. Guidelines and recommendations are also a part of this report and should be considered in the planning process. The Natural Resource Information Report is required by the Illinois Soil and Water Conservation District Act (Ill. Compiled Statutes, Ch. 70, Par 405/22.02a).

  
SWCD Board Representative11/13/23  
Date



## PARCEL LOCATION

Southeastern ¼ of Section 24, Township 37 North, Range 8 East (Oswego Township). This parcel contains approximately 4.00 acres and is located on the east side of Stewart Road, north of Scotch Road, and south of Rance Road. The parcel is within unincorporated Kendall County, IL.

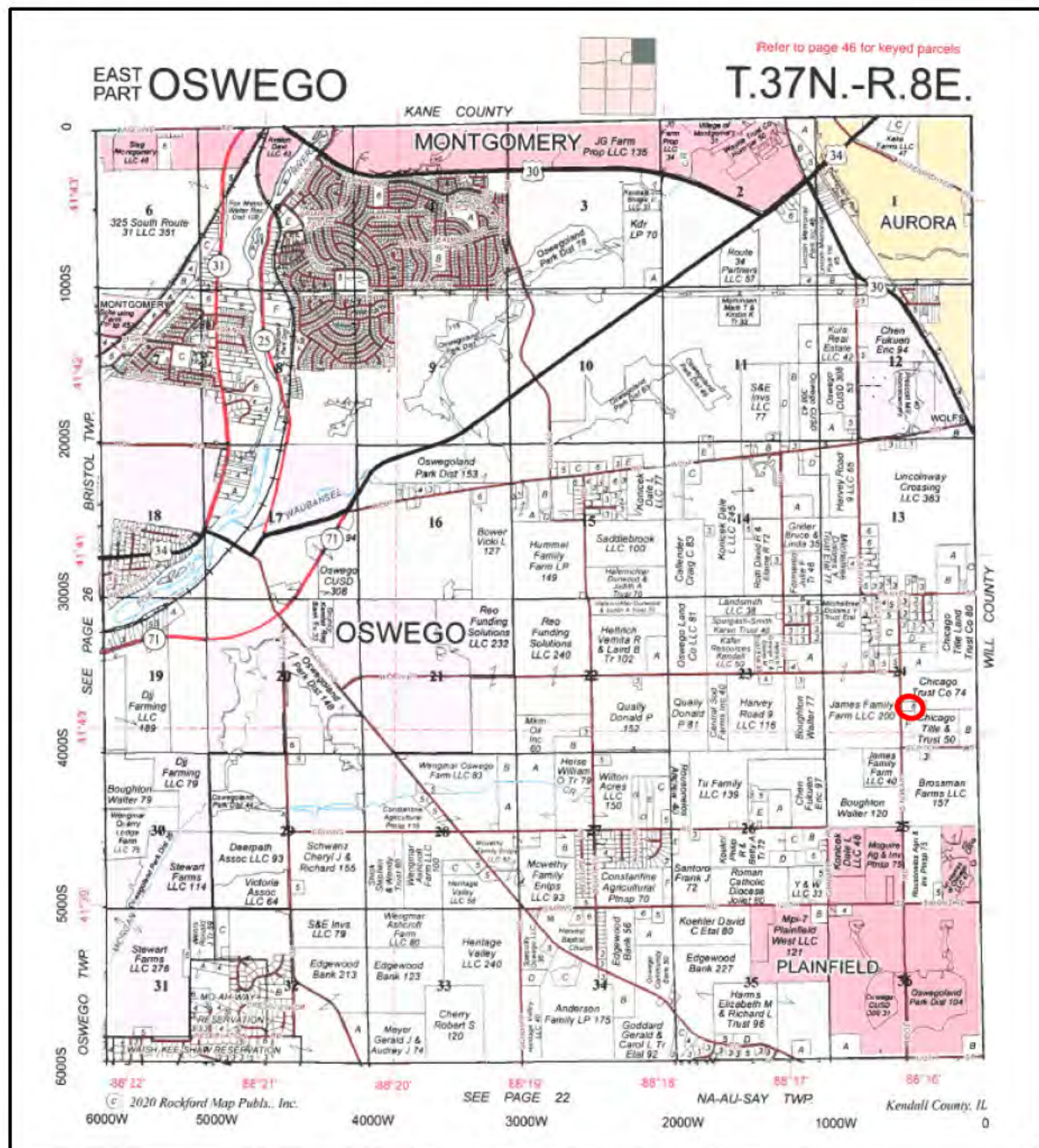
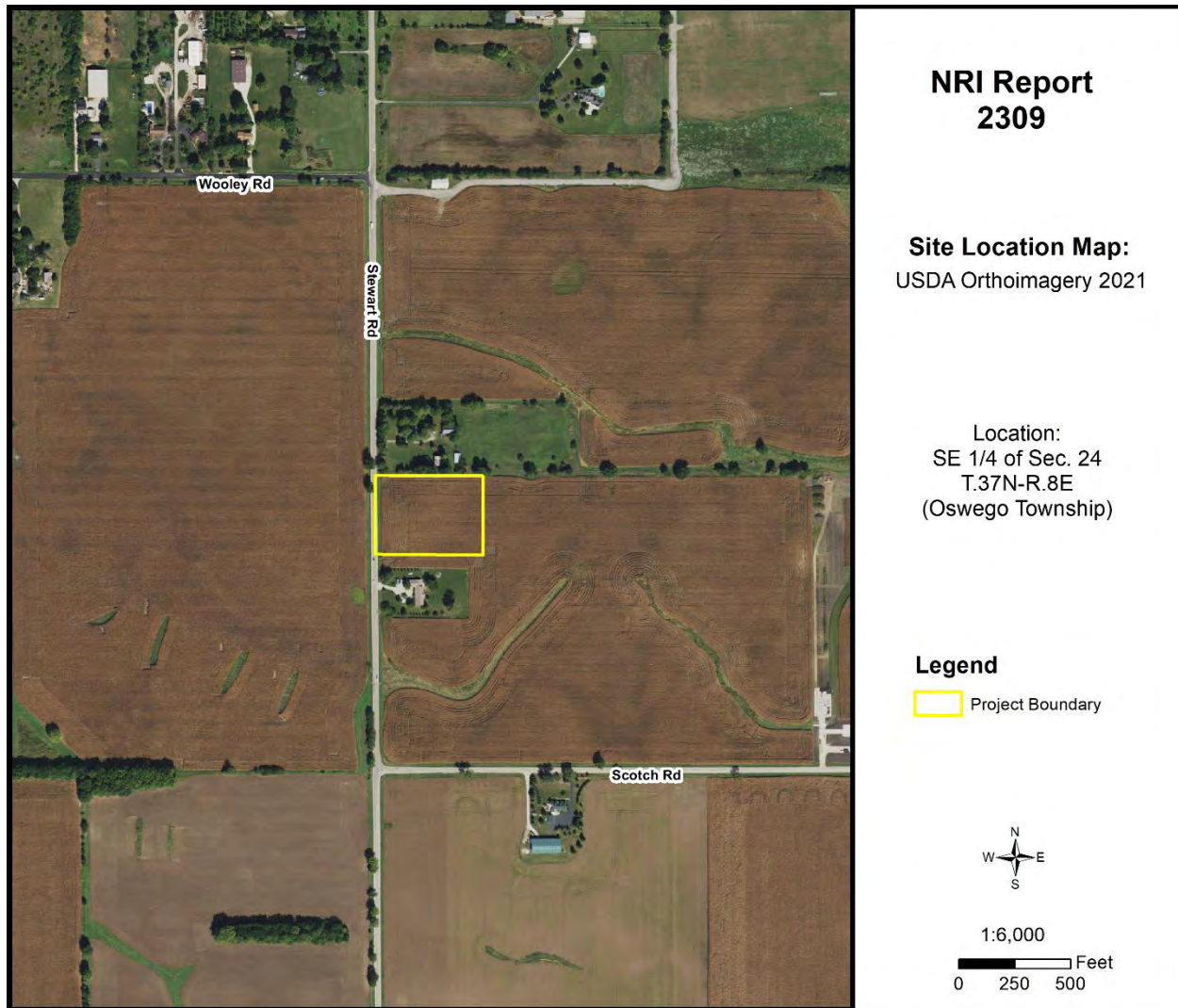


Figure 3: 2021 Plat Map



**Figure 4:** 2021 Aerial Map with NRI Project Boundary



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## **ARCHAEOLOGIC/CULTURAL RESOURCES INFORMATION**

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Simply stated, cultural resources are all the past activities and accomplishments of people. They include the following: buildings; objects made or used by people; locations; and less tangible resources, such as stories, dance forms, and holiday traditions.

The Soil and Water Conservation District most often encounters cultural resources as historical properties. These may be prehistoric or historical sites, buildings, structures, features, or objects. The most common type of historical property that the Soil and Water Conservation District may encounter is non-structural archaeological sites. These sites often extend below the soil surface and must be protected against disruption by development or other earth moving activity if possible. Cultural resources are *non-renewable* because there is no way to “grow” a site to replace a disrupted site.

Landowners with historical properties on their land have ownership of that historical property. However, the State of Illinois owns all the following: human remains, grave markers, burial mounds, and artifacts associated with graves and human remains.

Non-grave artifacts from archaeological sites and historical buildings are the property of the landowner. The landowner may choose to disturb a historical property but may not receive federal or state assistance to do so. If an earth moving activity disturbs human remains, the landowner must contact the county coroner within 48 hours.

|   |
|---|
| <p><b>The Illinois State Historic Preservation Office has not been notified of the proposed land use change by the Kendall County SWCD. The applicant may need to contact them according to current Illinois law.</b></p> |
|---|



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## ***ECOLOGICALLY SENSITIVE AREAS***

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### **WHAT IS BIOLOGICAL DIVERSITY AND WHY SHOULD IT BE CONSERVED?<sup>1</sup>**

Biological diversity, or biodiversity, is the range of life on our planet. A more thorough definition is presented by botanist Peter H. Raven: “At the simplest level, biodiversity is the sum total of all the plants, animals, fungi and microorganisms in the world, or in a particular area; all of their individual variation; and all of the interactions between them. It is the set of living organisms that make up the fabric of the planet Earth and allow it to function as it does, by capturing energy from the sun and using it to drive all of life’s processes; by forming communities of organisms that have, through the several billion years of life’s history on Earth, altered the nature of the atmosphere, the soil and the water of our Planet; and by making possible the sustainability of our planet through their life activities now” (Raven 1994).

It is not known how many species occur on our planet. Presently, about 1.4 million species have been named. It has been estimated that there are perhaps 9 million more that have not been identified. What is known is that they are vanishing at an unprecedented rate. Reliable estimates show extinction occurring at a rate several orders of magnitude above “background” in some ecological systems (Wilson 1992, Hoose 1981).

The reasons for protecting biological diversity are complex, but they fall into four major categories. First, loss of diversity generally weakens entire natural systems. Healthy ecosystems tend to have many natural checks and balances. Every species plays a role in maintaining this system. When simplified by the loss of diversity, the system becomes more susceptible to natural and artificial perturbations. The chances of a system-wide collapse increase. In parts of the midwestern United States, for example, it was only the remnant areas of natural prairies that kept soil intact during the dust bowl years of the 1930s (Roush 1982).

Simplified ecosystems are almost always expensive to maintain. For example, when synthetic chemicals are relied upon to control pests, the target species are not the only ones affected. Their predators are almost always killed or driven away, exasperating the pest problem. In the meantime, people are unintentionally breeding pesticide-resistant pests. A process has begun where people become perpetual guardians of the affected area, which requires the expenditure of financial resources and human ingenuity to keep the system going.

A second reason for protecting biological diversity is that it represents one of our greatest untapped resources. Great benefits can be reaped from a single species. About 20 species provide 90% of the world’s food. Of these 20, just three, wheat, maize, and rice supply over one half of that food. American wheat farmers need new varieties every five to 15 years to compete with pests and diseases. Wild strains of wheat are critical genetic reservoirs for these new varieties.

Further, every species is a potential source of human medicine. In 1980, a published report identified the market value of prescription drugs from higher plants at over \$3 billion. Organic alkaloids, a class of

chemical compounds used in medicines, are found in an estimated 20% of plant species. Yet only 2% of plant species have been screened for these compounds (Hoose 1981).

The third reason for protecting diversity is that humans benefit from natural areas and depend on healthy ecosystems. The natural world supplies our air, our water, our food and supports human economic activity. Further, humans are creatures that evolved in a diverse natural environment between forest and grasslands. People need to be reassured that such places remain. When people speak of “going to the country,” they generally mean more than getting out of town. For reasons of their own sanity and wellbeing, they need a holistic, organic experience. Prolonged exposure to urban monotony produces neuroses, for which cultural and natural diversity cure.

Historically, the lack of attention to biological diversity, and the ecological processes it supports, has resulted in economic hardships for segments of the basin’s human population.

The final reason for protecting biological diversity is that species and natural systems are intrinsically valuable. The above reasons have focused on the benefits of the natural world to humans. All things possess intrinsic value simply because they exist.

#### **BIOLOGICAL RESOURCES CONCERNING THE SUBJECT PARCEL**

As part of the Natural Resources Information Report, staff checks office maps to determine if any nature preserves or ecologically sensitive areas are in the general vicinity of the parcel in question. If there is a nature preserve in the area, then that resource will be identified as part of the report. The SWCD recommends that every effort be made to protect that resource. Such efforts should include, but are not limited to erosion control, sediment control, stormwater management, and groundwater monitoring.

**Office maps indicate that ecologically sensitive area(s) are not located on or near the parcel in question (PIQ).**

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<sup>1</sup>Taken from *The Conservation of Biological Diversity in the Great Lakes Ecosystem: Issues and Opportunities*, prepared by the Nature Conservancy Great Lakes Program 79W. Monroe Street, Suite 1309, Chicago, IL 60603, January 1994.

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## ***SOILS INFORMATION***

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### **IMPORTANCE OF SOILS INFORMATION**

Soils information comes from the Natural Resources Conservation Service Soil Maps and Descriptions for Kendall County. This information is important to all parties involved in determining the suitability of the proposed land use change.

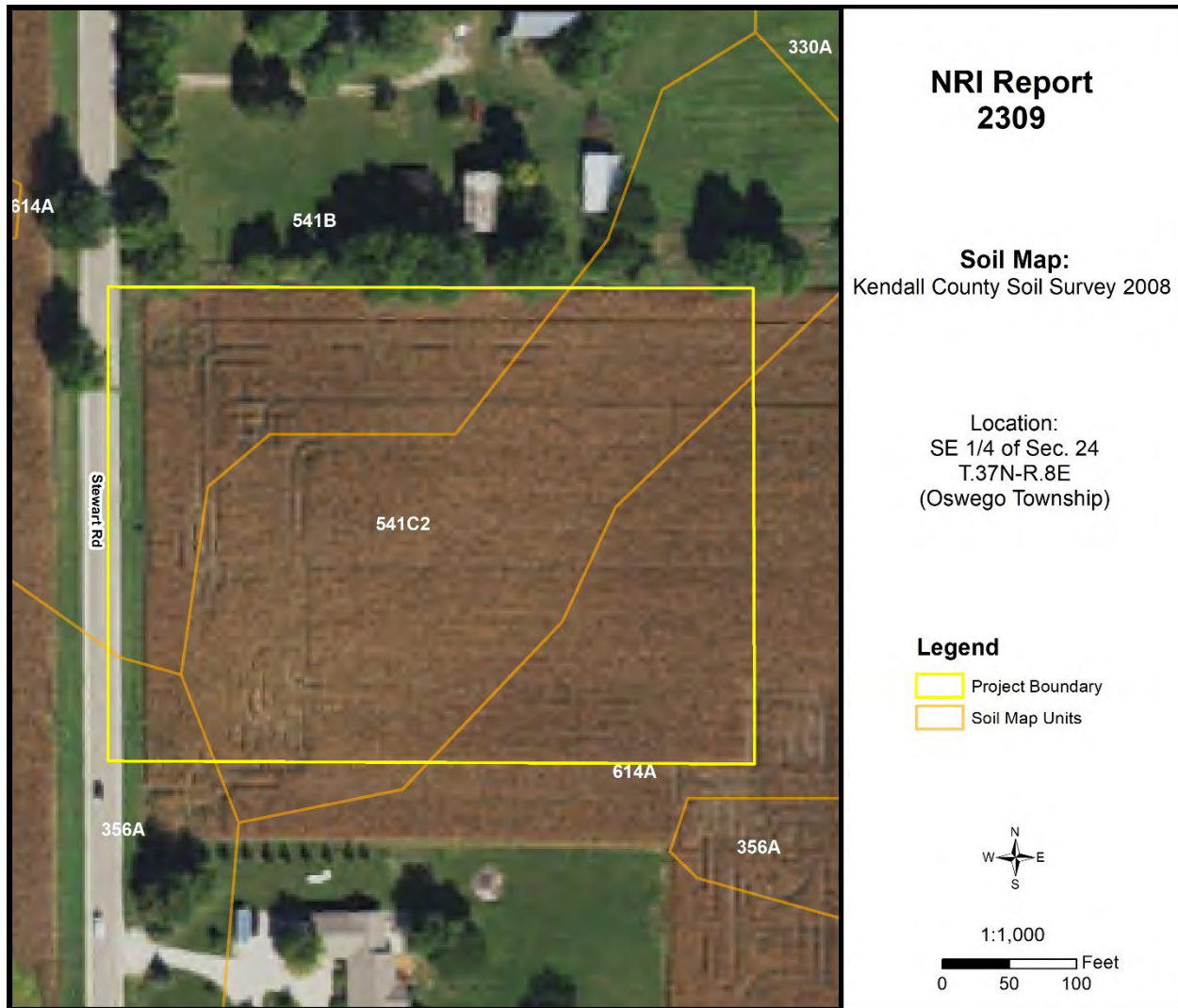
Each soil polygon is given a number, which represents its soil type. The letter found after the soil type number indicates the soils slope class.

Each soil map unit has limitations for a variety of land uses such as septic systems, buildings with basements, and buildings without basements. 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.

The limitation categories (not limited, somewhat limited, or very limited) indicate the potential for difficulty in using that soil unit for the proposed activity and, thus, the degree of need for thorough soil borings and engineering studies. A limitation does not necessarily mean that the proposed activity cannot be done on that soil type. It does mean that the reasons for the limitation need to be thoroughly understood and dealt with to complete the proposed activity successfully. Very limited indicates that the proposed activity will be more difficult and costly to do on that soil type than on a soil type with a somewhat limited or not limited rating.

Soil survey interpretations are predictions of soil behavior for specified land uses and specified management practices. They are based on the soil properties that directly influence the specified use of the soil. Soil survey interpretations allow users of soil surveys to plan reasonable alternatives for the use and management of soils.

Soil interpretations do not eliminate the need for on-site study and testing of specific sites for the design and construction for specific uses. They can be used as a guide for planning more detailed investigations and for avoiding undesirable sites for an intended use. The scale of the maps and the range of error limit the use of the soil delineation.



**Figure 5: Soil Map**

**Table 3: Soil Map Unit Descriptions**

| Soil Type | Soil Name                                | Acres | Percent |
|-----------|--|-------|---------|
| 356A      | Elpaso silty clay loam, 0-2% slopes      | 0.1   | 3.1%    |
| 541B      | Graymont silt loam, 2-5% slopes          | 1.2   | 29.5%   |
| 541C2     | Graymont silt loam, 5-10% slopes, eroded | 1.9   | 48.3%   |
| 614A      | Chenoa silty clay loam, 0-2% slopes      | 0.8   | 19.1%   |

**Source:** National Cooperative Soil Survey – USDA-NRCS

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## ***SOILS INTERPRETATIONS EXPLANATION***

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### **GENERAL – NONAGRICULTURAL**

These interpretative ratings help engineers, planners, and others to understand how soil properties influence behavior when used for nonagricultural uses such as building site development or construction materials. This report gives ratings for proposed uses in terms of limitations and restrictive features. The tables list only the most restrictive features.

Other features may need treatment to overcome soil limitations for a specific purpose. Ratings come from the soil's "natural" state, that is, no unusual modification occurs other than that which is considered normal practice for the rated use. Even though soils may have limitations, an engineer may alter soil features or adjust building plans for a structure to compensate for most degrees of limitations. Most of these practices, however, are costly. The final decision in selecting a site for a particular use generally involves weighing the costs for site preparation and maintenance. Soil properties influence development of building sites, including the selection of the site, the design of the structure, construction, performance after construction, and maintenance. Soil limitation ratings of not limited, somewhat limited, and very limited are given for the types of proposed improvements that are listed or inferred by the petitioner as entered on the report application and/or zoning petition. The most common types of building limitation that this report gives limitations ratings for is septic systems. It is understood that engineering practices can overcome most limitations for buildings with and without basements, and small commercial buildings. Limitation ratings for these types of buildings are not commonly provided. Organic soils, when present on the parcel, are referenced in the hydric soils section of the report. This type of soil is considered unsuitable for all types of construction.

### **LIMITATIONS RATINGS**

- **Not Limited:** This soil has favorable properties for the use. The degree of limitation is minor. The people involved can expect good performance and low maintenance.
- **Somewhat Limited:** This soil has moderately favorable properties for the use. Special planning, design, or maintenance can overcome this degree of limitation. During some part of the year, the expected performance is less desirable than for soils rated slight.
- **Very Limited:** This soil has one or more properties that are unfavorable for the rated use. These may include the following: steep slopes, bedrock near the surface, flooding, high shrink-swell potential, a seasonal high water table, or low strength. This degree of limitation generally requires major soil reclamation, special design, or intensive maintenance, which in most situations is difficult and costly.

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## ***BUILDING LIMITATIONS***

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### **BUILDING ON POORLY SUITED OR UNSUITABLE SOILS**

Building on poorly suited or unsuitable soils can present problems to future property owners such as cracked foundations, wet basements, lowered structural integrity and high maintenance costs associated with these problems. The staff of the Kendall County SWCD strongly urges scrutiny by the plat reviewers when granting parcels with these soils exclusively.

**Small Commercial Buildings** – Ratings are for structures that are less than three stories high and do not have basements. The foundation is assumed to be spread footings of reinforced concrete built on disturbed soil at a depth of 2 feet or at the depth of maximum frost penetration, whichever is deeper. The ratings are based on soil properties that affect the capacity of the soil to support a load without movement and on the properties that affect excavation and construction costs.

**Shallow Excavations** – Trenches or holes dug to a maximum depth of 5 or 6 feet for utility lines, open ditches, or other purposes. Ratings are based on soil properties that influence the ease of digging and the resistance to sloughing.

**Lawns and Landscaping** – Require soils on which turf and ornamental trees and shrubs can be established and maintained (irrigation is not considered in the ratings). The ratings are based on the soil properties that affect plant growth and trafficability after vegetation is established.

**Local Roads and Streets** – They have an all-weather surface and carry automobile and light truck traffic all year. They have a subgrade of cut or fill soil material, a base of gravel, crushed rock or soil material stabilized by lime or cement; and a surface of flexible material (asphalt), rigid material (concrete) or gravel with a binder. The ratings are based on the soil properties that affect the ease of excavation and grading and the traffic-supporting capacity.

**Onsite Sewage Disposal** – The factors considered are the characteristics and qualities of the soil that affect the limitations for absorbing waste from domestic sewage disposal systems. The major features considered are soil permeability, percolation rate, groundwater level, depth to bedrock, flooding hazards, and slope. The table below indicates soils that are deemed unsuitable per the Kendall County Subdivision Control Ordinance. Installation of an on-site sewage disposal system in soils designated as unsuitable may necessitate the installation of a non-conventional onsite sewage disposal system. For more information please contact the Kendall County Health Department – Environmental Health at (630) 553-9100 x8026.

**Table 4:** Building Limitations

| Soil Type             | Small Commercial Buildings   | Shallow Excavations  | Lawns & Landscaping   | Local Roads & Streets  | Onsite Sewage Disposal*                           | Acres | %     |
|-----------------------|--|--|---|--|---|-------|-------|
| 356A                  | <b>Very Limited:</b><br>Ponding, Depth to saturated zone, Shrink-swell | <b>Very Limited:</b><br>Ponding, Depth to saturated zone, Dusty, Unstable excavation walls, Too clayey | <b>Very Limited:</b><br>Ponding, Depth to saturated zone, Dusty | <b>Very Limited:</b><br>Ponding, Depth to saturated zone, Frost action, Low strength, Shrink-swell | <b>Unsuitable/</b><br><b>Very Limited:</b><br>Wet | 0.1   | 3.1%  |
| 541B                  | <b>Somewhat Limited:</b><br>Shrink-swell                               | <b>Somewhat Limited:</b><br>Depth to saturated zone, Dusty, Unstable excavation walls, Ponding         | <b>Somewhat Limited:</b><br>Dusty                               | <b>Very Limited:</b><br>Frost action, Low strength, Shrink-swell, Ponding, Depth to saturated zone | <b>Suitable/</b><br><b>Not Limited</b>            | 1.2   | 29.5% |
| 541C2                 | <b>Somewhat Limited:</b><br>Slope, Shrink-swell                        | <b>Very Limited:</b><br>Depth to saturated zone, Dusty, Unstable excavation walls, Ponding             | <b>Somewhat Limited:</b><br>Dusty                               | <b>Very Limited:</b><br>Frost action, Low strength, Shrink-swell, Ponding, Depth to saturated zone | <b>Suitable/</b><br><b>Not Limited</b>            | 1.9   | 48.3% |
| 614A                  | <b>Somewhat Limited:</b><br>Depth to saturated zone, Shrink-swell      | <b>Very Limited:</b><br>Depth to saturated zone, Dusty, Unstable excavation walls, Ponding, Too clayey | <b>Somewhat Limited:</b><br>Depth to saturated zone, Dusty      | <b>Very Limited:</b><br>Low strength, Depth to saturated zone, Frost action, Shrink-swell, Ponding | <b>Suitable/</b><br><b>Not Limited</b>            | 0.8   | 19.1% |
| <b>% Very Limited</b> | <b>3.1%</b>  | <b>70.5%</b>   | <b>3.1%</b>   | <b>100%</b>  | <b>3.1%</b>                                       |       |       |

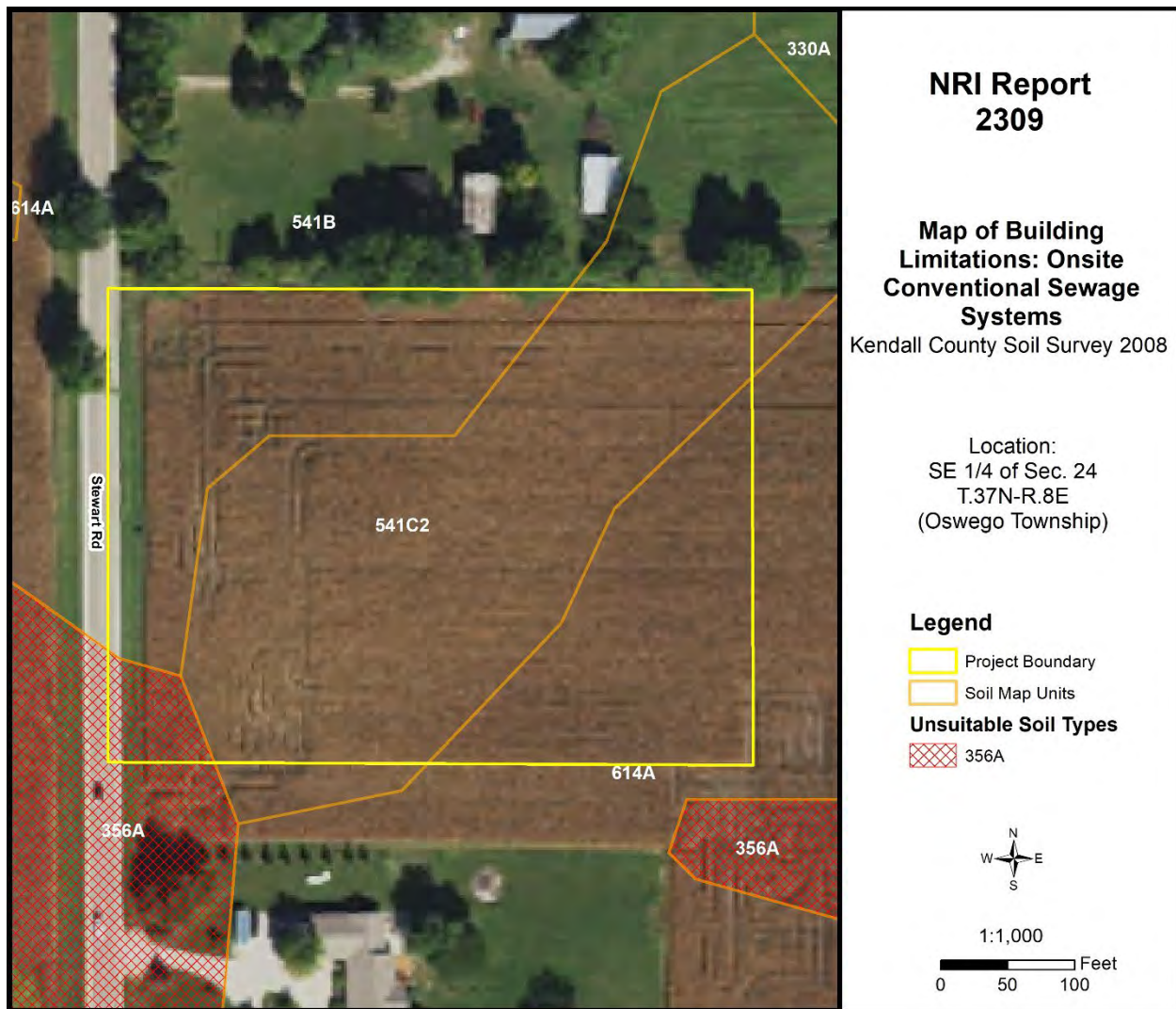
\*This column indicates soils that are deemed unsuitable per the Kendall County Subdivision Control Ordinance. Please consult with the Kendall County Health Department to verify the limitations of your site for onsite sewage disposal.











**Figure 6D:** Map of Building Limitations – Onsite Conventional Sewage Systems

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## SOIL WATER FEATURES

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Table 5, below, gives estimates of various soil water features that should be taken into consideration when reviewing engineering for a land use project.

**HYDROLOGIC SOIL GROUPS (HSGs)** – The groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

- **Group A:** Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.
- **Group B:** Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained, or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.
- **Group C:** Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.
- **Group D:** Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

**Note:** 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 is for undrained areas.

**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). The classes are negligible, very low, low, medium, high, and very high.

**MONTHS** – The portion of the year in which a water table, ponding, and/or flooding is most likely to be a concern.

**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 refers to standing water in a closed depression, and the data indicates surface water depth, duration, and frequency of ponding.

- **Duration:** Expressed as *very brief* if less than 2 days, *brief* if 2 to 7 days, *long* if 7 to 30 days and *very long* if more than 30 days.
- **Frequency:** Expressed as: *none* meaning ponding is not possible; *rare* means unlikely but possible under unusual weather conditions (chance of ponding is 0-5% in any year); *occasional* means that it occurs, on the average, once or less in 2 years (chance of ponding is 5 to 50% in any year); and frequent means that it occurs, on the average, more than once in 2 years (chance of ponding is more than 50% in any year).

**FLOODING** – The temporary inundation of an area caused by overflowing streams, by runoff from adjacent slopes, or by tides. Water standing for short periods after rainfall or snowmelt is not considered flooding, and water standing in swamps and marshes is considered ponding rather than flooding.

- **Duration:** Expressed as: *extremely brief* if 0.1 hour to 4 hours; *very brief* if 4 hours to 2 days; *brief* if 2 to 7 days; *long* if 7 to 30 days; and *very long* if more than 30 days.
- **Frequency:** Expressed as: *none* means flooding is not probable; *very rare* means that it is very unlikely but possible under extremely unusual weather conditions (chance of flooding is less than 1% in any year); *rare* means that it is unlikely but possible under unusual weather conditions (chance of flooding is 1 to 5% in any year); *occasional* means that it occurs infrequently under normal weather conditions (chance of flooding is 5 to 50% in any year but is less than 50% in all months in any year); and *very frequent* means that it is likely to occur very often under normal weather conditions (chance of flooding is more than 50% in all months of any year).

**Note:** The information is based on evidence in the soil profile. In addition, consideration is also given to local information about the extent and levels of flooding and the relation of each soil on the landscape to historic floods. Information on the extent of flooding based on soil data is less specific than that provided by detailed engineering surveys that delineate flood-prone areas at specific flood frequency levels.

**Table 5:** Water Features

| Soil Type | Hydrologic Group | Surface Runoff | Water Table  | Ponding  | Flooding                              |
|-----------|------------------|----------------|--|--|---------------------------------------|
| 356A      | B/D              | Negligible     | January – May<br>Upper Limit: 0.0'-1.0'<br>Lower Limit: 6.0'         | January – May<br>Surface Water Depth: 0.0'-0.5'<br>Duration: Brief (2-7 days)<br>Frequency: Frequent | January – December<br>Frequency: None |
| 541B      | C                | Low            | February – April<br>Upper Limit: 2.0'-3.5'<br>Lower Limit: 2.2'-4.3' | January – December<br>Frequency: None  | January – December<br>Frequency: None |
| 541C2     | C                | Medium         | February – April<br>Upper Limit: 2.0'-3.5'<br>Lower Limit: 2.2'-4.3' | January – December<br>Frequency: None  | January – December<br>Frequency: None |
| 614A      | C/D              | Low            | January – May<br>Upper Limit: 1.0'-2.0'<br>Lower Limit: 2.1'-4.3'    | January – December<br>Frequency: None  | January – December<br>Frequency: None |

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## SOIL EROSION AND SEDIMENT CONTROL

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Erosion is the wearing away of the soil by water, wind, and other forces. Soil erosion threatens the Nation's soil productivity and contributes the most pollutants in our waterways. Water causes about two thirds of erosion on agricultural land. Four properties, mainly, determine a soil's erodibility: texture, slope, structure, and organic matter content.

**Slope** has the most influence on soil erosion potential when the site is under construction. Erosivity and runoff increase as slope grade increases. The runoff then exerts more force on the particles, breaking their bonds more readily and carrying them farther before deposition. The longer water flows along a slope before reaching a major waterway, the greater the potential for erosion.

Soil erosion during and after this proposed construction can be a primary non-point source of water pollution. Eroded soil during the construction phase can create unsafe conditions on roadways, decrease the storage capacity of lakes, clog streams and drainage channels, cause deterioration of aquatic habitats, and increase water treatment costs. Soil erosion also increases the risk of flooding by choking culverts, ditches, and storm sewers and by reducing the capacity of natural and man-made detention facilities.

The general principles of erosion and sedimentation control measures include:

- Reducing/diverting flow from exposed areas, storing flows, or limiting runoff from exposed areas
- Staging construction to keep disturbed areas to a minimum
- Establishing or maintaining temporary or permanent groundcover
- Retaining sediment on site
- Properly installing, inspecting, and maintaining control measures

Erosion control practices are useful controls only if they are properly located, installed, inspected, and maintained. Soil erosion and sedimentation control plans, including maintenance responsibilities, should be clearly communicated to all contractors working on the site.

The SWCD recommends an erosion and sediment control plan for all building sites, especially if there is a wetland or stream nearby. Additionally, a National Pollutant Discharge Elimination System (NPDES) permit (Permit No. ILR10) from the Illinois Environmental Protection Agency (IEPA) is required for stormwater discharges from construction sites that will disturb 1 or more acres of land. Conditions of the NPDES ILR10 permit require the development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) to reduce stormwater pollutants on the construction site before they can cause environmental issues.

**Table 6:** Soil Erosion Potential

| Soil Type | Slope | Rating   | Acreage | Percent of Project Area |
|-----------|-------|----------|---------|-------------------------|
| 356A      | 0-2%  | Slight   | 0.1     | 3.1%                    |
| 541B      | 2-5%  | Slight   | 1.2     | 29.5%                   |
| 541C2     | 5-10% | Moderate | 1.9     | 48.3%                   |
| 614A      | 0-2%  | Slight   | 0.8     | 19.1%                   |

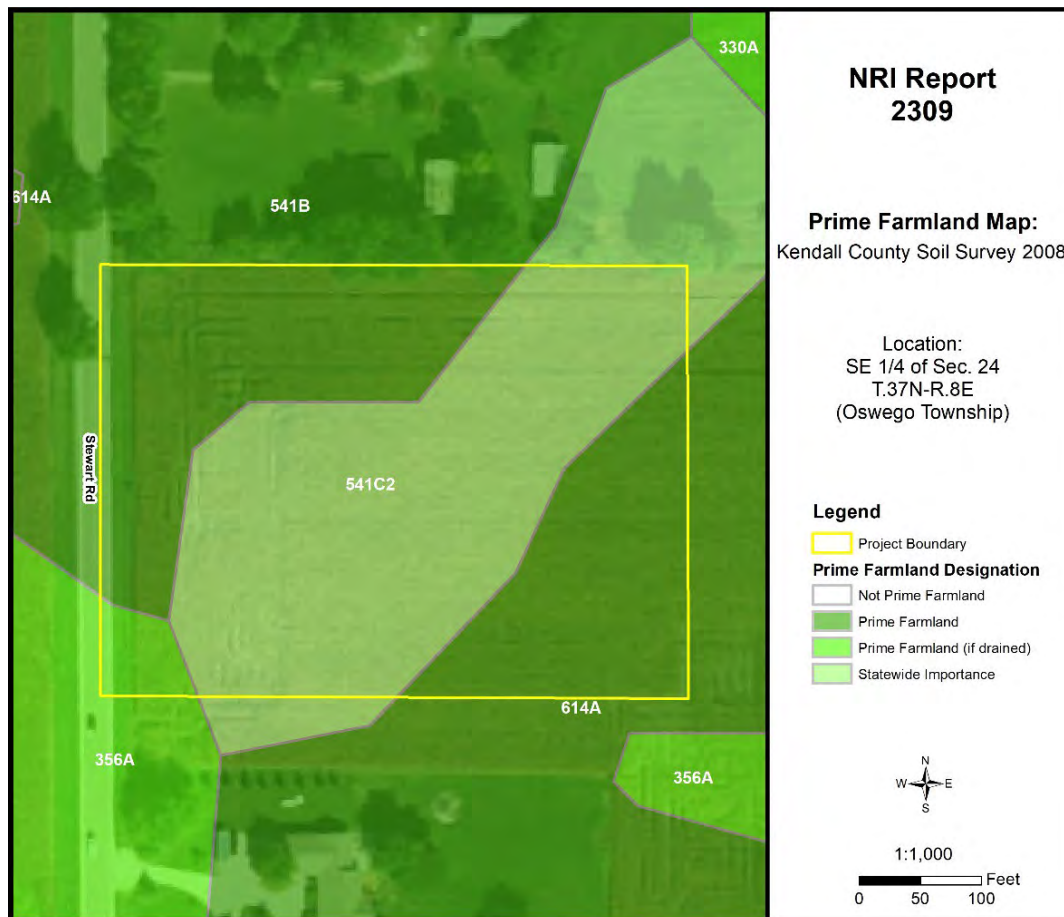
## PRIME FARMLAND SOILS

Prime farmland soils are an important resource to Kendall County. Some of the most productive soils in the United States occur locally. Each soil map unit in the United States is assigned a prime or non-prime rating. Prime agricultural land does not need to be in the production of food & fiber.

Section 310 of the NRCS general manual states that urban or built-up land on prime farmland soils is not prime farmland. The percentages of soil map units on the parcel reflect the determination that urban or built-up land on prime farmland soils is not prime farmland.

**Table 7:** Prime Farmland Soils

| Soil Type               | Prime Designation                | Acreage | Percent |
|-------------------------|----------------------------------|---------|---------|
| 356A                    | Prime Farmland (if drained)      | 0.1     | 3.1%    |
| 541B                    | Prime Farmland                   | 1.2     | 29.5%   |
| 541C2                   | Farmland of Statewide Importance | 1.9     | 48.3%   |
| 614A                    | Prime Farmland                   | 0.8     | 19.1%   |
| <b>% Prime Farmland</b> | <b>51.7%</b>                     |         |         |



**Figure 7:** Map of Prime Farmland Soils

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## LAND EVALUATION AND SITE ASSESSMENT (LESA)

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Decision-makers in Kendall County use the Land Evaluation and Site Assessment (LESA) system to determine the suitability of a land use change and/or a zoning request as it relates to agricultural land. 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)

The soils of a given area are rated and placed in groups ranging from the best to worst suited for a stated agriculture use, cropland, or forestland. The best group is assigned a value of 100, and all other groups are assigned lower values. The Land Evaluation is based on data from the Kendall County Soil Survey. The LE score is calculated by multiplying the relative value of each soil type by the number of acres of that soil. The sum of the products is then divided by the total number of acres; the answer is the Land Evaluation score on this site. The Kendall County Soil and Water Conservation District is responsible for this portion of the LESA system.

### SITE ASSESSMENT (SA)

The site 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 value group is a predetermined value based upon prime farmland designation. The Kendall County LESA Committee is responsible for this portion of the LESA system.

**Please Note:** A land evaluation (LE) score will be compiled for every project parcel. However, when a parcel is located within municipal planning boundaries, a site assessment (SA) score is not compiled as the scoring factors are not applicable. As a result, only the LE score is available, and a full LESA score is unavailable for the parcel.

**Table 8A:** Land Evaluation Computation

| Soil Type             | Value Group | Relative Value | Acres*  | Product (Relative Value x Acres) |
|-----------------------|-------------|----------------|---|----------------------------------|
| 356A                  | 1           | 100            | 0.1   | 10.0                             |
| 541B                  | 2           | 94             | 1.2   | 112.8                            |
| 541C2                 | 5           | 82             | 1.9   | 155.8                            |
| 614A                  | 3           | 87             | 0.8   | 69.6                             |
|                       |             |                | <b>4.0</b>  | <b>348.2</b>                     |
| <b>LE Calculation</b> |             |                | (Product of relative value / Total Acres)<br>348.2 / 4.0 = 87.1 |                                  |
| <b>LE Score</b>       |             |                | <b>LE = 87</b>  |                                  |

\*Acreage listed in this chart provides a generalized representation and may not precisely reflect exact acres of each soil type.



The Land Evaluation score for this site is 87, indicating that this site is designated as land that is well suited for agricultural uses considering the Land Evaluation score is above 80.

**Table 8B:** Site Assessment Computation

| <b>A.</b> | <b>Agricultural Land Uses</b>  | <b>Points</b> |
|-----------|--|---------------|
|           | 1. Percentage of area in agricultural uses within 1.5 miles of site. (20-10-5-0)   | 20            |
|           | 2. Current land use adjacent to site. (30-20-15-10-0)  | 10            |
|           | 3. Percentage of site in agricultural production in any of the last 5 years. (20-15-10-5-0)  | 20            |
|           | 4. Size of site. (30-15-10-0)  | 0             |
| <b>B.</b> | <b>Compatibility / Impact on Uses</b>  |               |
|           | 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 municipal comprehensive land use plan. (20-10-0) | 20            |
|           | 3. Compatibility of agricultural and non-agricultural uses. (15-7-0)   | 0             |
| <b>C.</b> | <b>Existence of Infrastructure</b>   |               |
|           | 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             |
|           | <b>Site Assessment Score:</b>  | <b>99</b>     |

The Site Assessment score for this site is 99. The Land Evaluation value (87) is added to the Site Assessment value (99) to obtain a LESA Score of 186. The table below shows the level of protection for the proposed project site based on the LESA Score.

**Table 9:** LESA Score Summary

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

**Land Evaluation Value: 87 + Site Assessment Value: 99 = LESA Score: 186**

**The LESA Score for this site is 186 which indicates a low level of protection for the proposed project site.** 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.

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## ***LAND USE PLANS***

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Many counties, municipalities, villages, and townships have developed land-use plans. These plans are intended to reflect the existing and future land-use needs of a given community. Please contact Kendall County Planning, Building & Zoning for information regarding their comprehensive land use plan and map.

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## ***DRAINAGE, RUNOFF, AND FLOOD INFORMATION***

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U.S.G.S Topographic maps give information on elevations, which are important mostly to determine slopes, drainage directions, and watershed information.

Elevations determine the area of impact of floods of record. Slope information determines steepness and erosion potential. Drainage directions determine where water leaves the PIQ, possibly impacting surrounding natural resources.

Watershed information is given for changing land use to a subdivision type of development on parcels greater than 10 acres.

### **WHAT IS A WATERSHED?**

Simply stated, a watershed is the area of land that contributes water to a certain point. The watershed boundary is important because the area of land in the watershed can now be calculated using an irregular shape area calculator such as a dot counter or planimeter.

Using regional storm event information, and site-specific soils and land use information, the peak stormwater flow through the point marked “O” for a specified storm event can be calculated. This value is called a “Q” value (for the given storm event) and is measured in cubic feet per second (CFS).

When construction occurs, the Q value naturally increases because of the increase in impermeable surfaces. This process decreases the ability of soils to accept and temporarily hold water. Therefore, more water runs off and increases the Q value.

Theoretically, if each development, no matter how large or small, maintains their preconstruction Q value after construction by the installation of stormwater management systems, the streams and wetlands and lakes will not suffer damage from excessive urban stormwater.

For this reason, the Kendall County SWCD recommends that the developer for intense uses, such as a subdivision, calculate the preconstruction Q value for the exit point(s). A stormwater management system

should be designed, installed, and maintained to limit the postconstruction Q value to be at or below the preconstruction value.

### **IMPORTANCE OF FLOOD INFORMATION**

A floodplain is defined as land adjoining a watercourse (riverine) or an inland depression (non-riverine) that is subject to periodic inundation by high water. Floodplains are important areas demanding protection since they have water storage and conveyance functions which affect upstream and downstream flows, water quality and quantity, and suitability of the land for human activity. Since floodplains play distinct and vital roles in the hydrologic cycle, development that interferes with their hydrologic and biologic functions should be carefully considered.

Flooding is both dangerous to people and destructive to their properties. The following maps, when combined with wetland and topographic information, can help developers and future homeowners to “sidestep” potential flooding or ponding problems.

Flood Insurance Rate Maps (FIRMs), produced by the Federal Emergency Management Agency (FEMA), define flood elevation adjacent to tributaries and major bodies of water and superimpose that onto a simplified USGS topographic map. The scale of the FIRM maps is generally dependent on the size and density of parcels in that area. This is to correctly determine the parcel location and floodplain location. The FIRM map has three (3) zones. Zone A includes the 100-year flood (1% annual chance flood), Zone B or Zone X (shaded) is the 100 to 500-year flood (between limits of the 1% and the 0.2% annual chance flood), and Zone C or Zone X (unshaded) is outside the floodplain (outside the 0.2% annual chance flood).

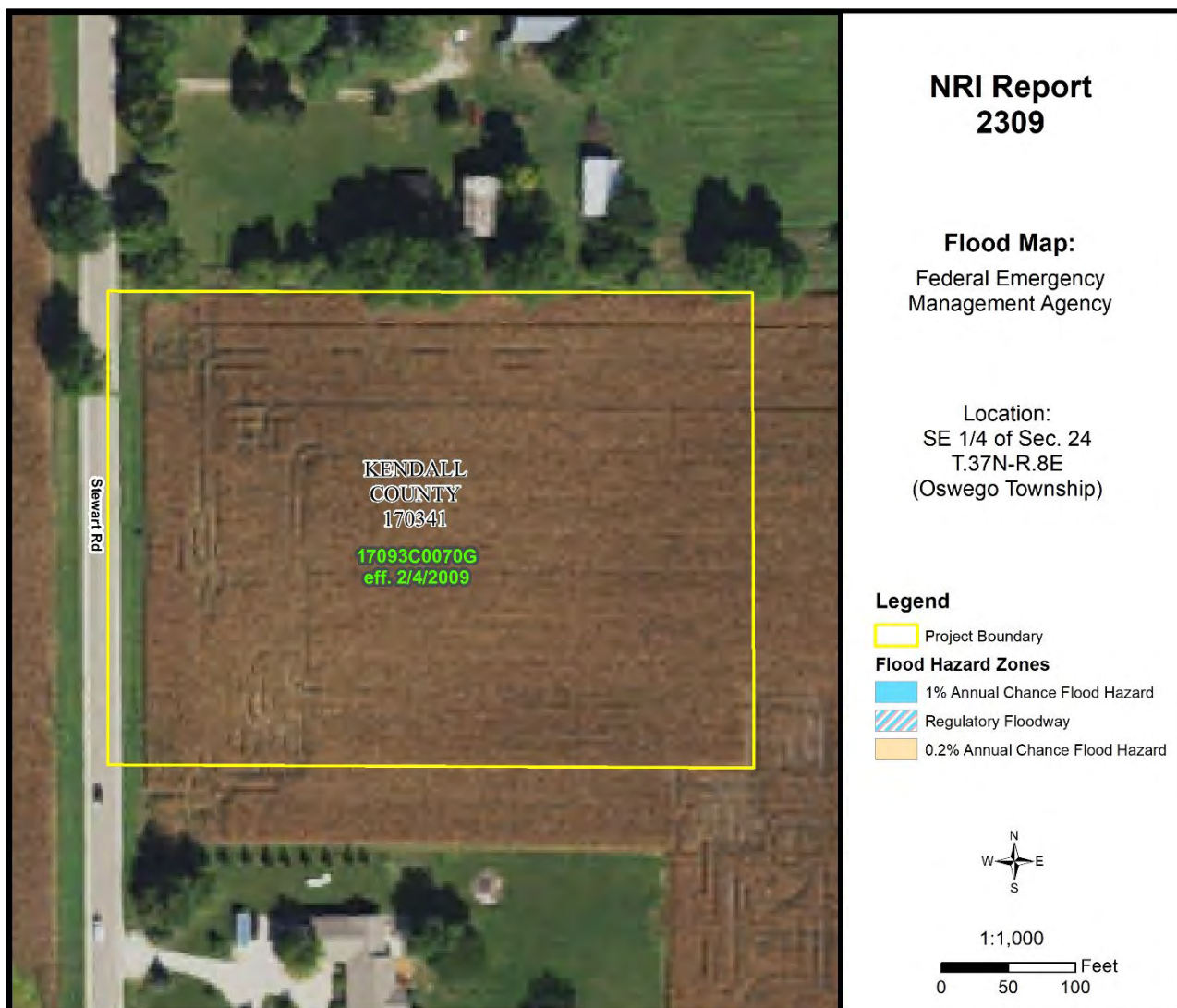
The Hydrologic Atlas (H.A.) Series of the Flood of Record Map is also used for the topographic information. This map is different from the FIRM map mainly because it will show isolated or pocketed flooded areas. Kendall County uses both these maps in conjunction with each other for flooded area determinations. The Flood of Record maps show the areas of flood for various years. Both maps stress that the recurrence of flooding is merely statistical. A 100-year flood may occur twice in one year, or twice in one week, for that matter.

It should be noted that greater floods than those shown on the two maps are possible. The flood boundaries indicated provide a historic record only until the map publication date. Additionally, these flood boundaries are a function of the watershed conditions existing when the maps were produced. Cumulative changes in runoff characteristics caused by urbanization can result in an increase in flood height of future flood episodes.

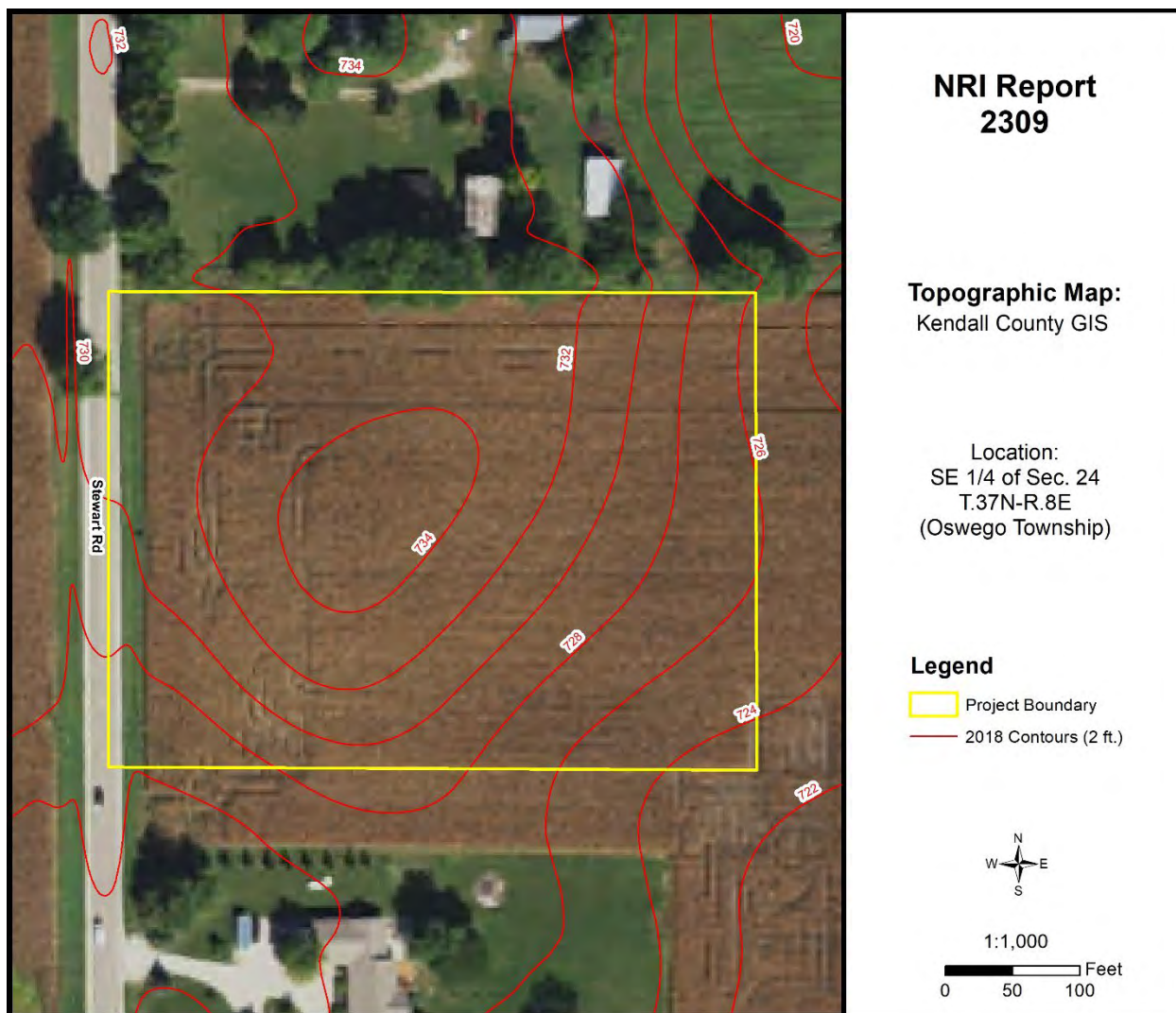
Floodplains play a vital role in reducing the flood damage potential associated with an urbanizing area and, when left in an undisturbed state, also provide valuable wildlife habitat benefits. If it is the petitioner's intent to conduct floodplain filling or modification activities, the petitioner, and the Unit of Government responsible need to consider the potentially adverse effects this type of action could have on adjacent properties. The change or loss of natural floodplain storage often increases the frequency and severity of flooding on adjacent property.

If the available maps indicate the presence of a floodplain on the PIQ, the petitioner should contact the IDNR-OWR and FEMA to delineate a floodplain elevation for the parcel. If a portion of the property is indeed floodplain, applicable state, county, and local regulations will need to be reflected in the site plans. Another indication of flooding potential can be found in the soils information. Hydric soils indicate the presence of drainage ways, areas subject to ponding, or a naturally occurring high water table. These need to be considered along with the floodplain information when developing the site plan and the stormwater management plan. Development on hydric soils can contribute to the loss of water storage within the soil and the potential for increased flooding in the area.

**This parcel is on slight topography (slopes 0 to 10%) and at an elevation of approximately 724'-734' above sea level. The lowest point is at the southeast corner, and the highest point is in the middle of the site. According to the FEMA Flood Map (Figure 8), the parcel does not contain areas of floodplain or floodway. It is mapped as Zone X, an area of minimal flood hazard determined to be outside of the 0.2% annual chance floodplain.**



**Figure 8: Flood Map**



**Figure 9: Topographic Map**

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## ***WATERSHED PLANS***

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### **WATERSHED AND SUB WATERSHED INFORMATION**

A watershed is the area of land that drains into a specific point including a stream, lake, or other body of water. High points on the Earth's surface, such as hills and ridges define watersheds. When rain falls in the watershed, it flows across the ground towards a stream or lake. Rainwater carries pollutants such as oils, pesticides, and soil.

Everyone lives in a watershed. Their actions can impact natural resources and people living downstream. Residents can minimize this impact by being aware of their environment and the implications of their activities, implementing practices recommended in watershed plans, and educating others about their watershed.

The following are recommendations to developers for protection of this watershed:

- Preserve open space
- Maintain wetlands as part of development
- Use natural water management
- Prevent soil from leaving a construction site
- Protect subsurface drainage
- Use native vegetation
- Retain natural features
- Mix housing styles and types
- Decrease impervious surfaces
- Reduce area disturbed by mass grading
- Shrink lot size and create more open space
- Maintain historical and cultural resources
- Treat water where it falls
- Preserve views
- Establish and link trails

|  |
|--|
| <p><b>This parcel is located within the Des Plaines River watershed and the Middle DuPage River sub watershed.</b></p> |
|--|



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## WETLAND INFORMATION

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### IMPORTANCE OF WETLAND INFORMATION

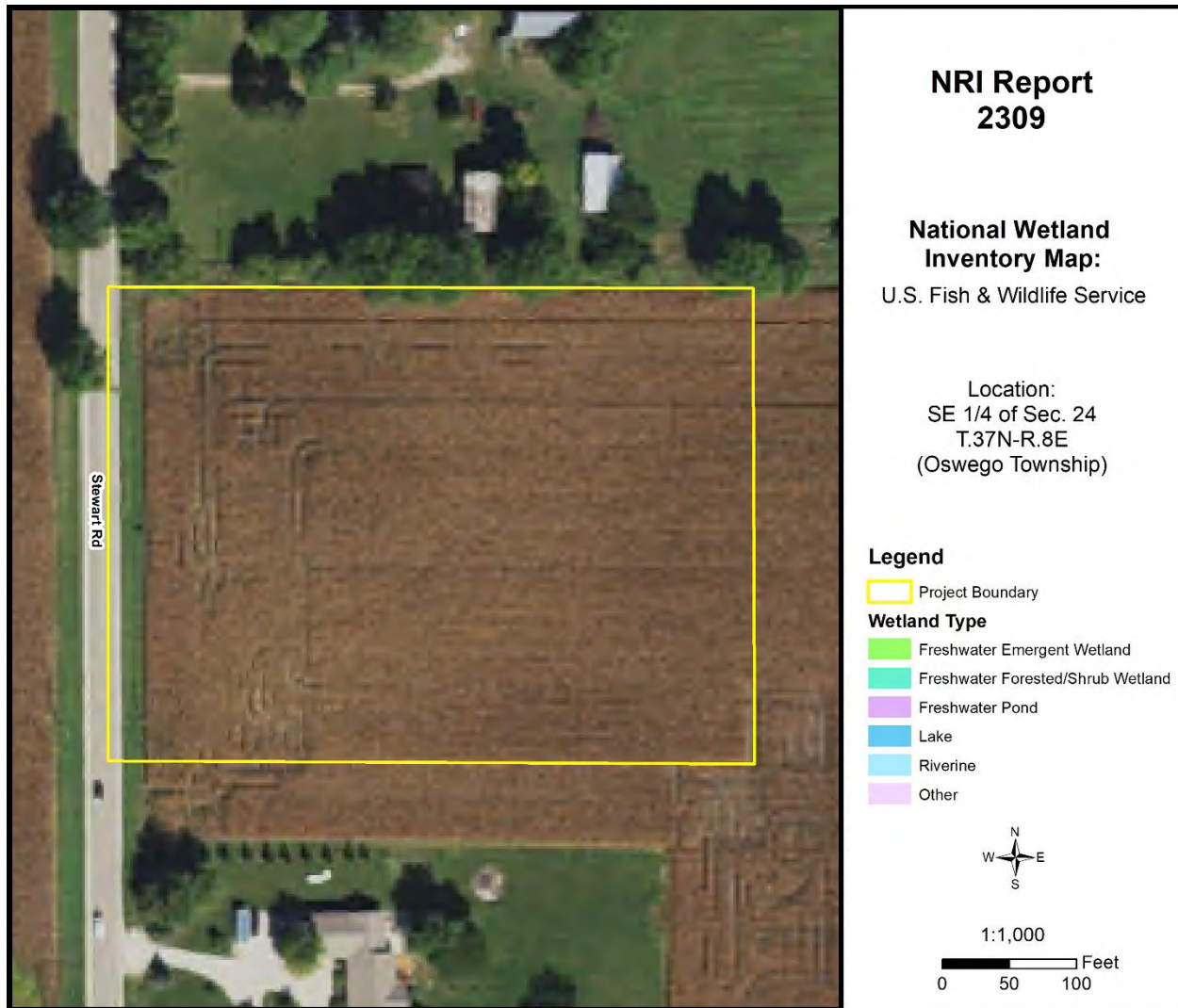
Wetlands function in many ways to provide numerous benefits to society. They control flooding by offering a slow release of excess water downstream or through the soil. They cleanse water by filtering out sediment and some pollutants and can function as rechargers of our valuable groundwater. They also are essential breeding, rearing, and feeding grounds for many species of wildlife.

These benefits are particularly valuable in urbanizing areas as development activity typically adversely affects water quality, increases the volume of stormwater runoff, and increases the demand for groundwater. In an area where many individual homes rely on shallow groundwater wells for domestic water supplies, activities that threaten potential groundwater recharge areas are contrary to the public good. The conversion of wetlands, with their sediment trapping and nutrient absorbing vegetation, to biologically barren stormwater detention ponds can cause additional degradation of water quality in downstream or adjacent areas.

It has been estimated that over 95% of the wetlands that were historically present in Illinois have been destroyed while only recently has the true environmental significance of wetlands been fully recognized. America is losing 100,000 acres of wetland a year and has saved 5 million acres total (since 1934). One acre of wetland can filter 7.3 million gallons of water a year. These are reasons why our wetlands are high quality and important.

This section contains the National Wetlands Inventory, which is the most comprehensive inventory to date. The National Wetlands Inventory is reproduced from an aerial photo at a scale of 1" equals 660 feet. The NRCS developed these maps in cooperation with U.S. EPA (Environmental Protection Agency,) and the U.S. Fish and Wildlife Service, using the National Food Security Act Manual, 3rd Edition. The main purpose of these maps is to determine wetland areas on agricultural fields and areas that may be wetlands but are in a non-agriculture setting.

The National Wetlands Inventory in no way gives an exact delineation of the wetlands, but merely an outline, or the determination that there is a wetland within the outline. For the final, most accurate wetland **determination** of a specific wetland, a wetland **delineation** must be certified by NRCS staff using the National Food Security Act Manual (on agricultural land.) On urban land, a certified wetland delineator must perform the delineation using the ACOE 1987 Manual. *See the glossary section for the definitions of "delineation" and "determination."*



**Figure 10: Wetland Map**

Office maps indicate that mapped wetlands/waters are not present on the parcel in question (PIQ). 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.



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## HYDRIC SOILS

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Soils information gives another indication of flooding potential. The soils map on the following page indicates the soil(s) on the parcel that the Natural Resources Conservation Service indicates as hydric. Hydric soils, by definition, have seasonal high water at or near the soil surface and/or have potential flooding or ponding problems. All hydric soils range from poorly suited to unsuitable for building. One group of the hydric soils are the organic soils, which formed from dead organic material. Organic soils are unsuitable for building because of not only the high water table but also their subsidence problems.

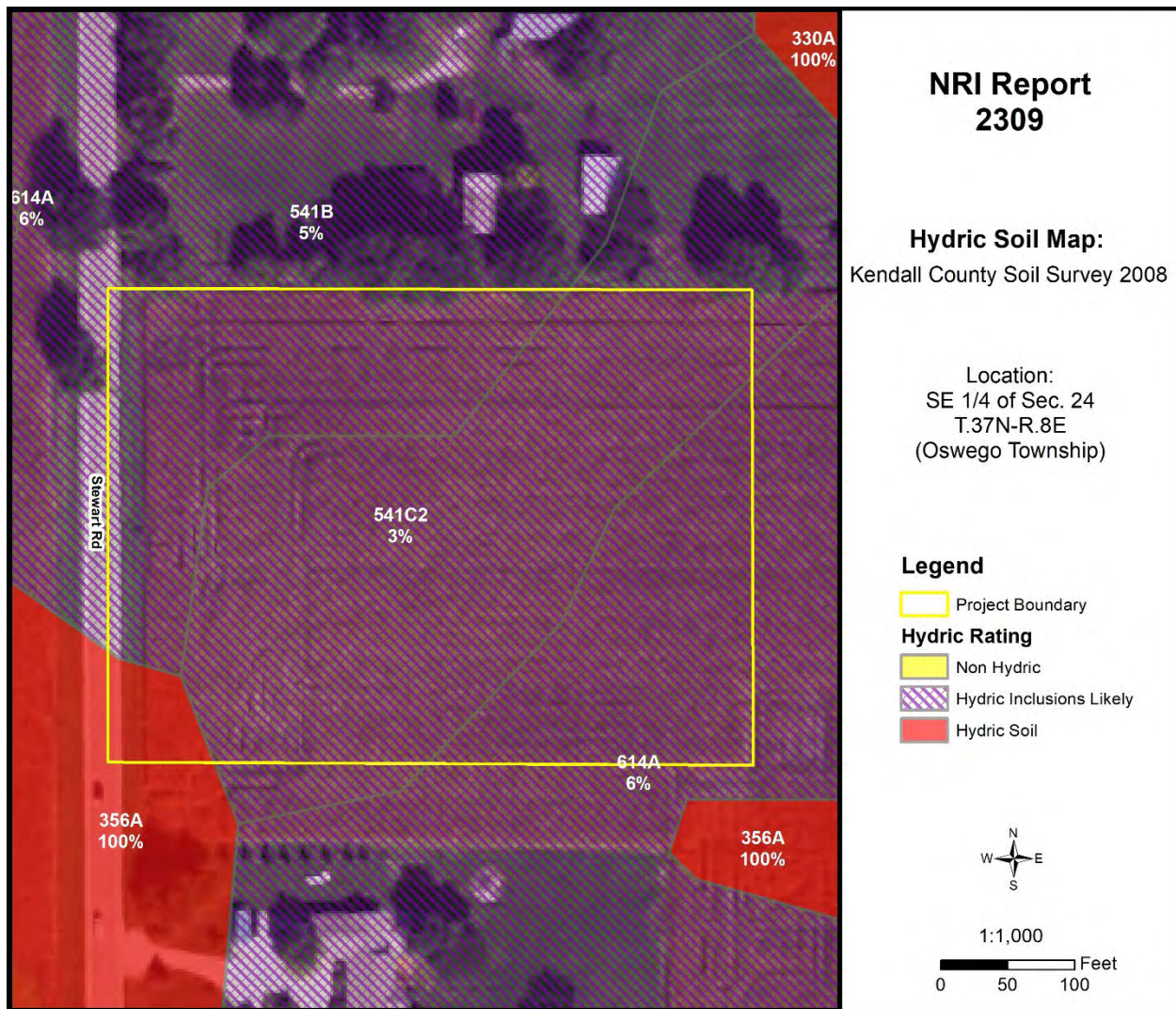
It is important to add the possibility of hydric inclusions in a soil type. An inclusion is a soil polygon that is too small to appear on these maps. While relatively insignificant for agricultural use, hydric soil inclusions become more important to more intense uses such as a residential subdivision.

While considering hydric soils and hydric inclusions, it is noteworthy to mention that subsurface agriculture drainage tile occurs in almost all poorly drained and somewhat poorly drained soils. Drainage tile expedites drainage and facilitates farming. It is imperative that these drainage tiles remain undisturbed. A damaged subsurface drainage tile may return original hydrologic conditions to all the areas that drained through the tile (ranging from less than one acre to many square miles.)

For an intense land use, the Kendall County SWCD recommends the following: a topographical survey with 1 foot contour intervals to accurately define the flood area on the parcel, an intensive soil survey to define most accurately the locations of the hydric soils and inclusions, and a drainage tile survey on the area to locate the tiles that must be preserved to maintain subsurface drainage.

**Table 10:** Hydric Soils

| Soil Types | Drainage Class          | Hydric Designation | Hydric Inclusions Likely | Hydric Rating % | Acres | % Area |
|------------|-------------------------|--------------------|--------------------------|-----------------|-------|--------|
| 356A       | Poorly Drained          | Hydric             | N/A                      | 100%            | 0.1   | 3.1%   |
| 541B       | Moderately Well Drained | Non-Hydric         | Yes                      | 5%              | 1.2   | 29.5%  |
| 541C2      | Moderately Well Drained | Non-Hydric         | Yes                      | 3%              | 1.9   | 48.3%  |
| 614A       | Somewhat Poorly Drained | Non-Hydric         | Yes                      | 6%              | 0.8   | 19.1%  |



**Figure 11: Hydric Soil Map**

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## **WETLAND AND FLOODPLAIN REGULATIONS**

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PLEASE READ THE FOLLOWING IF YOU ARE PLANNING TO DO ANY WORK NEAR A STREAM (THIS INCLUDES SMALL UNNAMED STREAMS), LAKE, WETLAND OR FLOODWAY.

The laws of the United States and the State of Illinois assign certain agencies specific and different regulatory roles to protect the waters within the State's boundaries. These roles, when considered together, include protection of navigation channels and harbors, protection against floodway encroachments, maintenance and enhancement of water quality, protection of fish and wildlife habitat and recreational resources, and, in general, the protection of total public interest. Unregulated use of the waters within the State of Illinois could permanently destroy or alter the character of these valuable resources and adversely impact the public. Therefore, please contact the proper regulatory authorities when planning any work associated with Illinois waters so that proper consideration and approval can be obtained.

### **WHO MUST APPLY?**

Anyone proposing to dredge, fill, rip rap, or otherwise alter the banks or beds of, or construct, operate, or maintain any dock, pier, wharf, sluice, dam, piling, wall, fence, utility, floodplain or floodway subject to State or Federal regulatory jurisdiction should apply for agency approvals.

### **REGULATORY AGENCIES**

- **Wetland or U.S. Waters:** U.S. Army Corps of Engineers, Chicago District, 231 South LaSalle Street, Suite 1500, Chicago, IL 60604. Phone: (312) 846-5530
- **Floodplains:** Illinois Department of Natural Resources - Office of Water Resources, One Natural Resources Way, Springfield, IL 62702-1270. Phone: (217) 782-6302
- **Water Quality/Erosion Control:** Illinois Environmental Protection Agency, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276. Phone: (217) 782-3397

### **COORDINATION**

We recommend early coordination with the regulatory agencies BEFORE finalizing work plans. This allows the agencies to recommend measures to mitigate or compensate for adverse impacts. Also, the agency can make possible environmental enhancement provisions early in the project planning stages. This could reduce time required to process necessary approvals.

**CAUTION:** Contact with the United States Army Corps of Engineers is strongly advised before commencement of any work in or near a Waters of the United States. This could save considerable time and expense. Persons responsible for willful and direct violation of Section 10 of the River and Harbors Appropriation Act of 1899 or Section 404 of the Clean Water Act are subject to fines ranging up to \$16,000 per day of violation, with a maximum cap of \$187,500 in any single enforcement action, as well as criminal enforcement.

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## GLOSSARY

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**AGRICULTURAL PROTECTION AREAS (AG AREAS)** - Allowed by P.A. 81-1173. An AG AREA consists of a minimum of 350 acres of farmland, as contiguous and compact as possible. Petitioned by landowners, AG AREAS protect for a period of ten years initially, then reviewed every eight years thereafter. AG AREA establishment exempts landowners from local nuisance ordinances directed at farming operations, and designated land cannot receive special tax assessments on public improvements that do not benefit the land, e.g. water and sewer lines.

**AGRICULTURE** - The growing, harvesting and storing of crops including legumes, hay, grain, fruit and truck or vegetable including dairying, poultry, swine, sheep, beef cattle, pony and horse production, fur farms, and fish and wildlife farms; farm buildings used for growing, harvesting and preparing crop products for market, or for use on the farm; roadside stands, farm buildings for storing and protecting farm machinery and equipment from the elements, for housing livestock or poultry and for preparing livestock or poultry products for market; farm dwellings occupied by farm owners, operators, tenants or seasonal or year around hired farm workers.

**BEDROCK** - Indicates depth at which bedrock occurs. Also lists hardness as rippable or hard.

**FLOODING** - Indicates frequency, duration, and period during year when floods are likely to occur.

**HIGH WATER TABLE** - A seasonal high water table is a zone of saturation at the highest average depth during the wettest part of the year. May be apparent, perched, or artesian kinds of water tables.

- **Water table, Apparent:** A thick zone of free water in the soil. An apparent water table is indicated by the level at which water stands in an uncased borehole after adequate time is allowed for adjustment in the surrounding soil.
- **Water table, Artesian:** A water table under hydrostatic head, generally beneath an impermeable layer. When this layer is penetrated, the water level rises in an uncased borehole.
- **Water table, Perched:** A water table standing above an unsaturated zone. In places an upper, or perched, water table is separated from a lower one by a dry zone.

**DELINEATION** - For Wetlands: A series of pink or orange flags placed on the ground by a certified professional that outlines the wetland boundary on a parcel.

**DETERMINATION** - A polygon drawn on a map using map information that gives an outline of a wetland.

**HYDRIC SOIL** - This type of soil is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part (USDA Natural Resources Conservation Service 1987).

**INTENSIVE SOIL MAPPING** - Mapping done on a smaller more intensive scale than a modern soil survey to determine soil properties of a specific site, e.g. mapping for septic suitability.

**LAND EVALUATION AND SITE ASSESSMENT (L.E.S.A.)** - LESA is a systematic approach for evaluating a parcel of land and to determine a numerical value for the parcel for farmland preservation purposes.

**MODERN SOIL SURVEY** - A soil survey is a field investigation of the soils of a specific area, supported by information from other sources. The kinds of soil in the survey area are identified and their extent shown on a map, and an accompanying report describes, defines, classifies, and interprets the soils. Interpretations predict the behavior of the soils under different uses and the soils' response to management. Predictions are made for areas of soil at specific places. Soils information collected in a soil survey is useful in developing land-use plans and alternatives involving soil management systems and in evaluating and predicting the effects of land use.

**PERMEABILITY** - Values listed estimate the range (in rate and time) it takes for downward movement of water in the major soil layers when saturated but allowed to drain freely. The estimates are based on soil texture, soil structure, available data on permeability and infiltration tests, and observation of water movement through soils or other geologic materials.

**PIQ** - Parcel in question

**POTENTIAL FROST ACTION** - Damage that may occur to structures and roads due to ice lens formation causing upward and lateral soil movement. Based primarily on soil texture and wetness.

**PRIME FARMLAND** - Prime farmland soils are lands that are best suited to food, feed, forage, fiber and oilseed crops. It may be cropland, pasture, woodland, or other land, but it is not urban and built up land or water areas. It either is used for food or fiber or is available for those uses. The soil qualities, growing season, and moisture supply are those needed for a well-managed soil economically to produce a sustained high yield of crops. Prime farmland produces in highest yields with minimum inputs of energy and economic resources and farming the land results in the least damage to the environment. Prime farmland has an adequate and dependable supply of moisture from precipitation or irrigation. The temperature and growing season are favorable. The level of acidity or alkalinity is acceptable. Prime farmland has few or no rocks and is permeable to water and air. It is not excessively erodible or saturated with water for long periods and is not frequently flooded during the growing season. The slope ranges mainly from 0 to 5 percent (USDA Natural Resources Conservation Service).

**SEASONAL** - When used in reference to wetlands indicates that the area is flooded only during a portion of the year.

**SHRINK-SWELL POTENTIAL** - Indicates volume changes to be expected for the specific soil material with changes in moisture content.

**SOIL MAPPING UNIT** - A map unit is a collection of soil areas of miscellaneous areas delineated in mapping. A map unit is generally an aggregate of the delineations of many different bodies of a kind of soil or miscellaneous area but may consist of only one delineated body. Taxonomic class names and accompanying phase terms are used to name soil map units. They are described in terms of ranges of soil properties within the limits defined for taxa and in terms of ranges of taxadjuncts and inclusions.

**SOIL SERIES** - A group of soils, formed from a particular type of parent material, having horizons that, except for texture of the A or surface horizon, are similar in all profile characteristics and in arrangement in the soil profile. Among these characteristics are color, texture, structure, reaction, consistence, and mineralogical and chemical composition.

**SUBSIDENCE** - Applies mainly to organic soils after drainage. Soil material subsides due to shrinkage and oxidation.

**TOPSOIL** - That portion of the soil profile where higher concentrations of organic material, fertility, bacterial activity and plant growth take place. Depths of topsoil vary between soil types.

**WATERSHED** - An area of land that drains to an associated water resource such as a wetland, river or lake. Depending on the size and topography, watersheds can contain numerous tributaries, such as streams and ditches, and ponding areas such as detention structures, natural ponds and wetlands.

**WETLAND** - An area that has a predominance of hydric soils and that is inundated or saturated by surface or groundwater at a frequency and duration sufficient enough to support, and under normal circumstances does support, a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions.



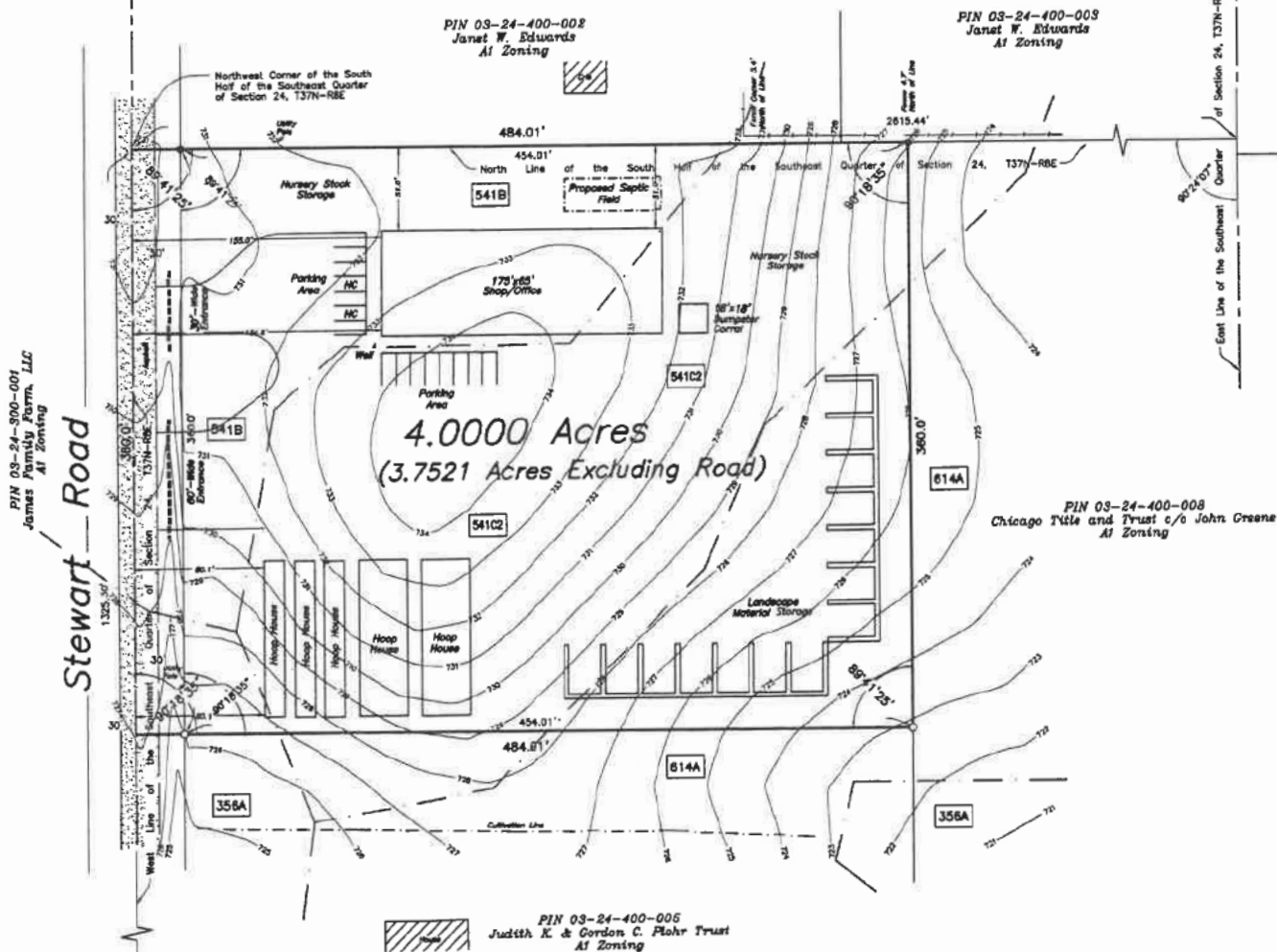
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## REFERENCES

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- Association of Illinois Soil & Water Conservation Districts. 2020. Illinois Urban Manual.
- Berg, R. C., and J. P. Kempton. 1984. Potential for contamination of shallow aquifers from land burial of municipal wastes: Champaign, Illinois, Illinois State Geological Survey map, scale 1:500,000.
- Clean Water Act of 1972, Sections 309 and 404.
- Federal Emergency Management Agency. National Flood Hazard Layer (NFHL) Viewer.  
<https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd>. Accessed November 2023.
- Illinois State Geological Survey, Department of Natural Resources. 2021. Geologic Road Map of Illinois.
- Kendall County Department of Planning Building and Zoning and Kendall County Soil and Water Conservation District In cooperation with NRCS, USDA. Land Evaluation and Site Assessment System.
- Kendall County. 2023. Land Resource Management Plan Map.
- Natural Resources Conservation Service, United States Department of Agriculture. General Manual, Title 310, Land Use.
- Natural Resources Conservation Service, United States Department of Agriculture. 2007. Hydric Soils of the United States.
- Natural Resources Conservation Service, United States Department of Agriculture. Hydrologic Unit Map for Kendall County.
- Natural Resources Conservation Service, United States Department of Agriculture. 1987. Soil Erosion by Water. Agriculture Information Bulletin 513.
- Natural Resources Conservation Service, United States Department of Agriculture. 2008. Soil Survey of Kendall County.
- Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey.  
<http://websoilsurvey.sc.egov.usda.gov/>. Accessed November 2023.
- Rivers and Harbors Appropriation Act of 1899, Section 10.
- Rockford Map Publishers, Inc. 2021. Land Atlas and Plat Book, Kendall County, Illinois, 21<sup>st</sup> Edition.
- United City of Yorkville. 2016. United City of Yorkville Comprehensive Plan Update.
- United States Fish & Wildlife Service. 2018. National Wetlands Inventory.  
<https://data.nal.usda.gov/dataset/national-wetlands-inventory>. Accessed November 2023.
- Nature Conservancy (U.S.) Great Lakes Program. 1994. *The Conservation of Biological Diversity in the Great Lakes Ecosystem: Issues and Opportunities*. The Program, 1994.

# ZONING PLAT OF PART OF THE SOUTHEAST QUARTER OF SECTION 24, T37N-R8E, 3rd PM OSWEGO TOWNSHIP KENDALL COUNTY ILLINOIS



**DEVELOPER:**  
Arbeen, LLC

**AREA TO BE REZONED:**  
4.0000 Acres  
(3.7521 Acres Excluding Road)

**PRESENT ZONING:**  
A-1

**PROPOSED ZONING:**  
A-1, SU

**PROPERTY LOCATION:**  
Part of PIN: 03-24-400-005  
Stewart Road  
Oswego, Illinois 60543

**LEGAL DESCRIPTION OF TRACT TO BE REZONED:**  
The Northerly 360.0 feet of the Westerly 484.01 feet (as measured along the Westerly and Northerly Lines thereof) of the South Half of the Southeast Quarter of Section 24, Township 37 North, Range 8 East of the Third Principal Meridian in Oswego Township, Kendall County, Illinois.

**FLOODPLAIN STATEMENT:**  
The Subject property is located in Zone X (areas of minimal flood hazard determined to be outside the 0.2% annual chance floodplain) as shown on FEMA Flood Insurance Rate Map Panel 17093C00706 with an effective date of February 4, 2009.

**WETLANDS STATEMENT:**  
The National Wetlands Inventory Map does not depict any wetlands on the Subject Property.



**SOILS (From Web Soil Survey)**

|       |  |
|-------|--|
| 356A  | Elpaso Silty Clay Loam, 0%-2% slopes       |
| 541B  | Graymont Silty Loam, 2%-5% slopes          |
| 541C2 | Graymont Silty Loam, 5%-10% slopes, eroded |
| 614A  | Chenoa Silty Clay Loam, 0%-2% slopes       |

- SCALE 1"=50'**
- 0 50 100 150
- Indicates Iron Stake Found
  - Indicates Iron Stake Set
  - Indicates Concrete Right of Way Monument
  - - - Indicates Line of Fence
  - - - Indicates Overhead Utilities
  - - - Indicates Soils Boundary
  - ⊙ Indicates Tree Location and Diameter
  - + 632.82 Indicates Spot Elevation
  - - - 632 Indicates Contour Elevation
  - - - Indicates Direction of Flow

PIN: 03-24-400-005

December 15, 2023

JOB NO. 23086  
JOB NAME ATTY. KRAMER  
DWG FILE 23086C

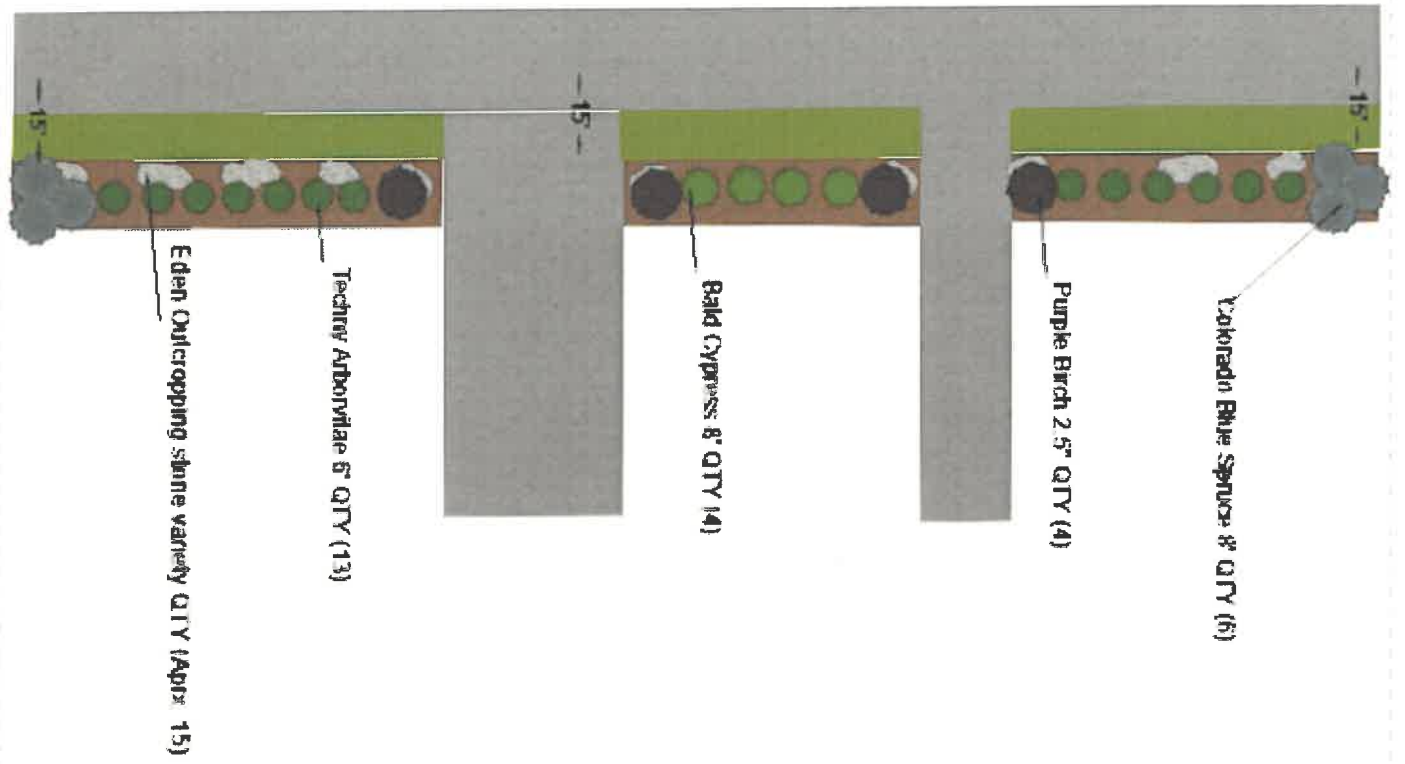
**Phillip D. Young and Associates, Inc.**  
LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.# [REDACTED]

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



Please see attached drawing.

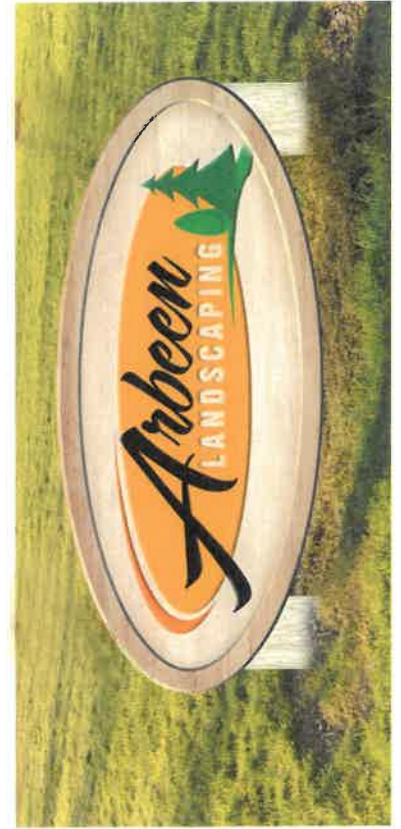
1. Colorado Blue Spruce = (8' at time of planting, 50' max height)
2. Techny Arborvitae = (6' at time of planting, 15' max height)
3. Bald Cypress = (8' at time of planting, 40-50' max height)
4. Purple Birch = (10 or 2.5''' at time of planting, 35-40' max height)





Search













11/20/2023 10:58





11/20/2023 10:58





11/20/2023 10:58





11/20/2023 10:58

## Matt Asselmeier

---

**From:** Claude Ainsworth <cainsworth@oswegotownship.com>  
**Sent:** Monday, October 30, 2023 3:31 PM  
**To:** Matt Asselmeier  
**Subject:** RE: [EXTERNAL] RE: [EXTERNAL] RE: Stewart Road Question

35' FROM THE CENTER OF THE ROAD.

**From:** Matt Asselmeier <masselmeier@kendallcountyil.gov>  
**Sent:** Monday, October 30, 2023 2:06 PM  
**To:** Claude Ainsworth <cainsworth@oswegotownship.com>  
**Subject:** [EXTERNAL] RE: [EXTERNAL] RE: Stewart Road Question

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

How deep of a dedication do you want?

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:** Claude Ainsworth <cainsworth@oswegotownship.com>  
**Sent:** Wednesday, October 25, 2023 6:36 AM  
**To:** Matt Asselmeier <masselmeier@kendallcountyil.gov>  
**Subject:** RE: [EXTERNAL] RE: Stewart Road Question

yes

**From:** Matt Asselmeier <masselmeier@kendallcountyil.gov>  
**Sent:** Tuesday, October 24, 2023 1:40 PM  
**To:** Fran Klaas <FKlaas@kendallcountyil.gov>; Claude Ainsworth <cainsworth@oswegotownship.com>  
**Cc:** Seth Wormley <swormley@kendallcountyil.gov>; Christina Burns <cburns@kendallcountyil.gov>  
**Subject:** [EXTERNAL] RE: Stewart Road Question

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

Claude:

## **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

**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  
Antionette 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.

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.

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 except 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 (20<sup>th</sup>) 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 1<sup>st</sup> 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.

**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.

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**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<br>(OPTIONAL) | EMAIL ADDRESS<br>(OPTIONAL) |
|------------|-----------------------|-----------------------------|
| David Keom |                       | 23-35                       |
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## **Matt Asselmeier**

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**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





January 4, 2024

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

Subject: Arbeen LLC (Stewart Road)- WBK Project 19-102.BT

Dear Mr. Asselmeier:

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


- Stormwater permit application with supporting documentation submitted by Daniel Kramer dated November 16, 2023 and received December 26, 2023.

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

1. Provide a stormwater management report including the following:
  - a. A narrative describing improvements to the property for which the applicant is seeking approval and compliance with applicable sections of the Kendall County Stormwater Ordinance.
  - b. Determination of stormwater storage requirements
  - c. Comparison of 100 year event flows at all existing outfalls for existing and proposed conditions.
2. Provide an evaluation of existing conditions.
  - a. Identify all existing site outfalls. It appears under existing conditions the site drains to three or four locations.
  - b. Identify off-site areas draining on to the site.
  - c. Provide a field tile survey.
3. Provide a clear depiction of proposed conditions.
  - a. Provide a dimensioned and labelled geometric plan indicating pavement types as well as extent.
  - b. Provide a proposed grading plan indicating overland flow routes as well as storm sewers and culverts.
  - c. Driveway access culverts shall be sized based on tributary area and a hydraulic evaluation.
  - d. Provide an erosion control plan.

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

Sincerely,

  
Greg Chismark PE  
WBK Engineering, LLC

**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  
**January 29, 2024 – 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: Scott Cherry, Cliff Fox, Tom LeCuyer, Randy Mohr, Jillian Prodehl, and Dick Whitfield

Members Absent: Dick Thompson

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

Others Present: None

**MINUTES:**

Member LeCuyer made a motion, seconded by Member Cherry, to approve the minutes of the December 18, 2023, hearing/meeting.

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

**PETITIONS**

The Zoning Board of Appeals started their review of Petition 23-35 at 7:00 p.m.

**Petition 23 – 35 – Tyler Arbeen on Behalf of Arbeen, LLC**

Request: Special Use Permit for a Landscaping Business and Variances to Section 7:01.G.2.b and 11:02.F.7.a of the Kendall County Zoning Ordinance to Allow Parking and Accessory Structures within Fifty-One Feet of the Center Line of Stewart Road

PIN: 03-24-400-011

Location: Between 3900 and 3716 Stewart Road on the East Side of Stewart Road, Oswego, in Oswego Township

Purpose: Petitioner Wishes to Operate a Landscaping Business and Have Parking and Accessory Structures Inside the Front Yard Setback; Property is Zoned A-1

Mr. Asselmeier summarized the issue.

At the January 24, 2024, meeting of the Kendall County Regional Planning Commission, the Petitioner's Attorney stated that the site plan for this proposal will change to address stormwater measures. The proposal was laid over until the February 28, 2024, Kendall County Regional Planning Commission meeting at the Petitioner's request.

Staff requested that the hearing for this Petition be continued until March 4, 2024.

Member Whitfield made a motion, seconded by Member Fox, to continue the hearing until March 4, 2024.

The votes were as follows:

Ayes (6): Whitfield, Mohr, Cherry, Fox, LeCuyer, and Prodehl  
Nays (0): None  
Abstain (0): None  
Absent (1): Thompson

The motion passed.

The Zoning Board of Appeals completed their review of Petition 23-35 at 7:01 p.m.

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

**Kendall County Regional Planning Commission Annual Meeting on February 3, 2024, at 9:00 a.m.**

The Board reviewed the agenda for the meeting.

Chairman Mohr noted that Seward Township was looking at reviewing their Township Plan. The cost of doing the plan for the entire County would be around One Hundred Fifty Thousand Dollars (\$150,000) over a three (3) year period. Discussion occurred about protecting creeks and streams throughout the County; Seward Township was working on creating guidelines.

Mr. Asselmeier reported that for the March 4, 2024, hearing, the proposed landscaping business on Stewart Road would be on the agenda. Also, the owner of the veterinary and kennel at 949 Bell Road wants to rezone the majority of the property to B-3 which will also cause an amendment to the site plan, landscaping plan, and photometric plans of the special use permit. Finally, a proposal exists to reclassify several properties immediately south of Yorkville on Route 47 from Transportation Corridor to Mixed Use Business.

#### **Anti-Harassment Training**

The Board reviewed the anti-harassment training.

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

None

#### **PUBLIC COMMENTS**

None

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

Member LeCuyer 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 7:44 p.m.

The next regularly scheduled meeting/hearing will be on March 4, 2024.

Respectfully submitted by,  
Matthew H. Asselmeier  
Planning, Building and Zoning Director

Exhibits

1. Memo on Petition 23-35 Dated January 25, 2024
2. January 25, 2024, Email from Dan Kramer
3. Certificate of Publication and Certified Mail Receipts for Petition 23-35 (Not Included with Report but on file in Planning, Building and Zoning Office)



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**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

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**MEMORANDUM**

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**To:** Kendall County Zoning Board of Appeals

**From:** Matthew H. Asselmeier, AICP, CFM, Director

**Date:** 1/25/2024

**Subject:** Petition 23-35

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At the January 24, 2024, meeting of the Kendall County Regional Planning Commission, the Petitioner's Attorney stated that the site plan for this proposal will change to address stormwater measures. The proposal was laid over until the February 28, 2024, Kendall County Regional Planning Commission meeting at the Petitioner's request.

Staff requests that the hearing for this Petition be continued until March 4, 2024.

If you have any questions, please let me know.

MHA

## Matt Asselmeier

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**From:** Daniel J Kramer <dkramer@dankramerlaw.com>  
**Sent:** Thursday, January 25, 2024 9:34 AM  
**To:** Matt Asselmeier; Real estate  
**Subject:** [External]RE: January 29th ZBA Hearing

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 Please consider this Letter as Petitioner's request to Continue the Public Hearing on the Arbeen special Use Project to March 4, 2024 regularly scheduled meeting on Petitioner's Motion.

Very Truly Yours,

Daniel J. Kramer  
Attorney at Law  
1107A S. Bridge Street  
Yorkville, IL. 60560  
Phone-630.553.9500  
Fax-630.553.5764

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**From:** Matt Asselmeier <masselmeier@kendallcountyil.gov>  
**Sent:** Thursday, January 25, 2024 9:17 AM  
**To:** Daniel J Kramer <dkramer@dankramerlaw.com>  
**Subject:** FW: January 29th ZBA Hearing

Dan:

The following email was sent to the Kendall County Zoning Board of Appeals this morning.

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

**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  
**March 4, 2024 – 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 and Wanda Rolf, Administrative Assistant

Others Present: Dan Kramer, Justin Plohr, Emily Hoffman, and Deb Chow

**PETITIONS**

Chairman Mohr swore in Dan Kramer, Emily Hoffman, and Deb Chow.

The Zoning Board of Appeals started their review of Petition 23-35 at 7:02 p.m.

|                 |   |
|-----------------|---|
| <b>Petition</b> | <b>23 – 35 – Tyler Arbeen on Behalf of Arbeen, LLC</b>  |
| Request:        | Special Use Permit for a Landscaping Business and Variances to Section 7:01.G.2.b and 11:02.F.7.a of the Kendall County Zoning Ordinance to Allow Parking and Accessory Structures within Fifty-One Feet of the Center Line of Stewart Road |
| PIN:            | 03-24-400-011   |
| Location:       | Between 3900 and 3716 Stewart Road on the East Side of Stewart Road, Oswego, in Oswego Township   |
| Purpose:        | Petitioner Wishes to Operate a Landscaping Business and Have Parking and Accessory Structures Inside the Front Yard Setback; Property is Zoned A-1  |

Mr. Asselmeier summarized the request.

The Petitioner is seeking a special use permit for a landscaping business, including allowing outdoor storage of materials. They originally sought 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. However, these items were removed from the required setback in the revised site plan.



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.

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. On February 21, 2024, the Village of Oswego submitted a letter stating that the proposal will not impact the WIKADUKE Trail. This letter was provided.

Petition information was sent to the Oswego Fire Protection District on December 22, 2023. The Oswego Fire Protection District submitted an email dated December 27, 2023, outlining sprinkling requirements. This email was provided.

ZPAC reviewed the proposal at their meeting on January 2, 2024. The Petitioner's Attorney requested that the deadline to install landscaping be extended to September 1, 2024. Discussion occurred regarding the number of people that might come onto the property in relation to well regulations and septic system location; more information would be provided after the stormwater engineer reviewed the site. Discussion occurred regarding the history and need for front yard setback regulations; concerns were expressed regarding setting a precedent if the variances were granted. ZPAC recommended approval of the proposal with the conditions proposed by Staff (approval of the special use permit and denial of the variances) with the amendment to the deadline for installing landscaping by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on January 24, 2024. Discussion occurred regarding drainage at the property. It was noted that the site was small compared to the Petitioner's intended land use. Discussion occurred regarding the requested variances related to parking and temporary structures in the front yard setback. Concerns were expressed regarding setting a precedent. Concerns were also expressed that the site plan was not finalized. The proposal was laid over at the Petitioner's request in order to revise the site plan to address drainage and setback concerns. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed the proposal with the revised site plan and updated stormwater information at their meeting on February 28, 2024. The neighbor to the south expressed concerns related to drainage and the impact of the proposed use on the burn pile on the neighboring property. The stormwater plans were still under review. The Petitioner has no plans to install a wall along the south property line and the Petitioner cannot control what adjoining property owners do on neighboring property. The Petitioner's Attorney stated the Petitioner's intent was always to operate a landscaping business at the subject property. Discussion occurred regarding the impact of the County changing their regulations to allow parking and temporary buildings in the front yard setback. The Kendall County Regional Planning Commission recommended approval of the revised proposal with the conditions proposed by Staff and an amendment allowing the Petitioner to place parking and temporary structures in the front yard setback without the need of obtaining an amendment to the special use permit, if the County amended the Zoning Ordinance in the future to allow these types of uses in the front yard setback by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals initiated a public hearing on this proposal on January 29, 2024. The hearing was continued to March 4, 2024, at the Petitioner's request. The information related to the January 29, 2024, hearing was provided.

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 original site plan showed 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 original site plan also showed 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.

According to the revised site plan, the landscape material storage bins were shifted west to account for the detention pond. The landscaping material storage bins facing north were shifted south to line up with the southern building line of the hoop houses. The total number landscape material storage bins decreased from fourteen (14) to eight (8). No information was provided regarding the dimensions of the landscape material storage bins. Also, the nursery stock storage area northwest of the shop/office building was removed. The nursery stock storage area east of the shop/office building was also removed.

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 original site plan also showed five (5) hoop houses; no specific dimensions were provided for the hoop houses. The hoop houses would have been at least ten feet (10') from the southern property line. The western most hoop house was approximately eighty feet (80') from the centerline of Stewart Road on the original site plan.

According to the revised site plan, the three (3) hoop houses inside the front yard setback were removed. The total number of hoop houses decreased from five (5) to two (2).

The Petitioner originally requested 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 originally 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.

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.

According to the original site plan, one (1) approximately three hundred twenty-four (324) square foot dumpster area was proposed east of the main building. According to the revised site plan, the dumpster area was moved from east of the shop/office building to north of the shop/office 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 in the original application. On January 4, 2024, WBK Engineering submitted a letter requesting additional information. This letter was provided. On February 22, 2024, the Petitioner's Engineer submitted stormwater permit related drawings and a stormwater permit. These documents were provided. One (1) detention pond was added in the revised site plan.

Per the original site plan and revised site plan, the Petitioner proposes 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 original site plan, the Petitioner proposed fifteen (15) parking spaces, including two (2) handicapped parking spaces, to the west and south of the main building. According to the revised site plan, the parking stalls have been moved out of the front yard setback. The parking was retained south of the shop/office building. Parking stalls were added north of the landscaping storage areas and north of the hoop houses. The total number of parking spaces was increased from fifteen (15) to sixteen (16) spaces, including handicapped accessible parking spaces, which decreased from two (2) to one (1).

According to the original site plan, the driving areas in general would have been grass or asphalt screenings, except for solid paving or concrete at the two (2) entrances and handicapped parking spaces. According to the revised site plan, gravel was added between the north entrance of the property and the shop/office building. Gravel was also added by the southern entrance, by the eastern parking area, and north of the landscape material storage area.

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 except 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 (20<sup>th</sup>) special use permit for a landscaping business 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. Numerous landscaping businesses 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 from being 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. This is true if the hoop houses and landscape material storage bins are located at least ten feet (10') from the southern property line.

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.

Staff recommended approval of the requested special use permit and denial of the requested variances subject to the following conditions and restrictions:

1. The site shall be developed substantially in accordance with the submitted revised site plan and landscaping plan. 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. **The owners of the business allowed by this special use permit may place parking and temporary structures in the front yard setback without the need of obtaining an amendment to the special use permit, if the County amends the Zoning Ordinance in the future to allow these types of uses in the front yard setback. (Add at RPC)**
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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 revised site plan. The maximum height of the piles of landscaping related material shall be ten feet (10') in height.
9. 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.

10. 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.
11. 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.
12. 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.
13. Only lighting related to security may be installed outdoors at the subject property.
14. 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.
15. The materials and vegetation described in the landscaping plan shall be installed ~~within six (6) months of the approval of the special use permit by September 1, 2024.~~ 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. **(Amended at ZPAC)**
16. No landscape waste generated off the property can be burned on the subject property.
17. 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.

18. 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.
19. 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').
20. The owners 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 is binding on the successors, heirs, and assigns as to the same special use conducted on the property.

Member Cherry requested clarification on the location of the property. The property is north of Scotch Road on the east side of Stewart Road.

Chairman Mohr asked if any committee had issues with two (2) road cuts. Mr. Asselmeier responded no committee had any issue with two (2) road cuts. Mr. Asselmeier noted that, per the Village of Oswego's letter, the WIKADUKE Trail expansion would occur to the west.

There were no houses on the subject property.

Chairman Mohr opened the public hearing at 7:17 p.m.

Dan Kramer, Attorney for the Petitioner, stated that proposal received unanimous recommendations at the previous meetings. The Petitioner was agreeable to the twenty-four (24) conditions previously listed. He stated the Village of Oswego felt the proposal was consistent with their plans and they did not

have a formal Plan Commission meeting. Oswego Township requested a right-of-way dedication at no charge, but did not have a formal review. If Stewart Road was widened, the adjoining neighbors would need to be paid, but the owner of the subject property would not be reimbursed for the transfer of land for the road. He requested a positive recommendation from the Board.

Chairman Mohr asked why two (2) road cuts were necessary. Mr. Kramer responded that the northern cut would be used for customers accessing the property and the main building. The southern cut would be used to haul materials and supplies in and out of the subject property, specifically larger trailers. Mr. Kramer did not anticipate many customers visiting the property; their client base is commercial/institutional entities. The business is fully unionized.

Chairman Mohr asked the location of the proposed sign. Mr. Kramer responded between the two (2) access points, but probably closer to the northern access point.

Chairman Mohr swore in Justin Plohr.

Justin Plohr stated that he talked with the Petitioner regarding installing a fifteen foot (15') fence along the south side of the subject property. He said the Petitioner agreed to the fence request. He requested that the fence requirement be included in the special use permit. The fence would be galvanized and the fence would not be see-through.

Chairman Mohr asked if landscaping would be more appropriate. Mr. Plohr said that trees take time to grow.

Mr. Kramer was unaware if the Petitioner agreed to the fence request; he will discuss the matter with the Petitioner. He said that standardized fence heights are ten feet (10') or twelve feet (12'). He suggested including landscaping with the fence. He requested that the fence request not be a condition; he will supply updated information at the Planning, Building and Zoning Committee meeting.

Chairman Mohr asked if a combination berm and fence that was a total of fifteen feet (15') in height would be satisfactory. Mr. Plohr responded yes; his primary concern was not to see the landscaping materials.

Mr. Plohr thought that the original intent of the sale was to have a small building and trees and not to have the proposed building and a landscaping business; he was attempting to work with the Petitioner.

Mr. Kramer noted that the stormwater calculations would need to change, if a berm was added to the property.

The Board reviewed the fence regulations in the A-1. Mr. Asselmeier noted that fences on A-1 zoned property were exempt from height and type regulations. Discussion occurred regarding the Illinois Fence Act, if the use changed at the property.

Chairman Mohr adjourned the public hearing at 7:32 p.m.

Member LeCuyer made a motion, seconded by Member Whitfield, to approve the findings of fact for the special use permit.

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.

Chairman Mohr noted that the Attorney for the Petitioner would verify the fifteen foot (15') fence along the south property line of the subject property; this was not a condition.

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

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.

Mr. Kramer requested that Petition 23-35 be placed on the April Planning, Building and Zoning Committee agenda in order to give the Petitioner and Mr. Plohr the opportunity to work out the details of the fence.

The proposal will go to the Planning, Building and Zoning Committee on April 8, 2024.

The Zoning Board of Appeals completed their review of Petition 23-35 at 7:34 p.m.

#### **PUBLIC COMMENTS**

Mr. Asselmeier reported there were no Petitions for the April 1<sup>st</sup> hearing.

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

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

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

The Zoning Board of Appeals meeting adjourned at 8:01 p.m.

The next regularly scheduled meeting/hearing will be on April 29, 2024.

Respectfully submitted by,  
Wanda A. Rolf  
Administrative Assistant

Exhibits

1. Memo on Petition 23-35 Dated February 29, 2024
2. Certificate of Publication and Certified Mail Receipts for Petition 23-35 (Not Included with Report but on file in Planning, Building and Zoning Office)

**KENDALL COUNTY**  
**ZONING BOARD OF APPEALS**  
**MARCH 4, 2024**

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 |
|----------|---------|-----------|
| Don Kane |         |           |
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**Development Services Department**

100 Parkers Mill, Oswego, IL 60543

630-554-3622 | [www.oswegoil.org](http://www.oswegoil.org)

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February 21, 2024

Matthew Asselmeier  
Planning, Building & Zoning Department  
111 West Fox Street  
Yorkville, IL 60560  
[masselmeier@kendallcountyil.gov](mailto:masselmeier@kendallcountyil.gov)

RE: Petition 23-35, Kendall County Zoning Board of Appeals

Mr. Asselmeier,

The Village of Oswego's Development Services Department staff has reviewed the updated site plan for the above referenced petition, which was provided to us on February 5, 2024 (plan dated January 30, 2024).

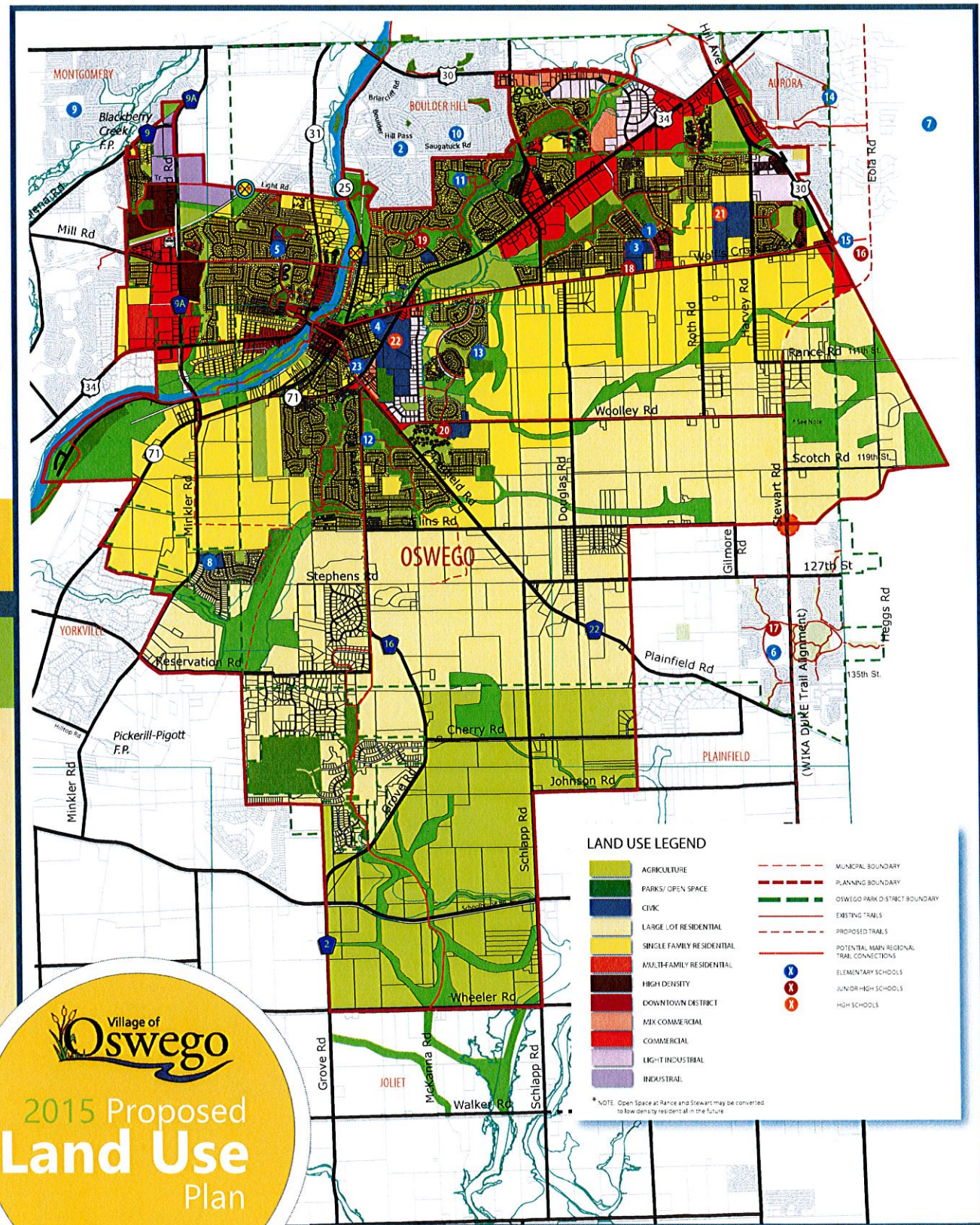
At this time, we do not believe that the proposed use or site plan will negatively impact the development of the Wikaduke Trail. According to the Village of Oswego's 2015 Comprehensive Plan Proposed Land Use Plan (see attached), the Wikaduke Trail will follow Stewart Road before curving toward Eola Road and Route 30 north of Rance Road (see attached). It is our understanding that, according to current plans for the Wikaduke Trail, additional right-of-way in this area will be dedicated on the west side of Stewart Road.

Sincerely,

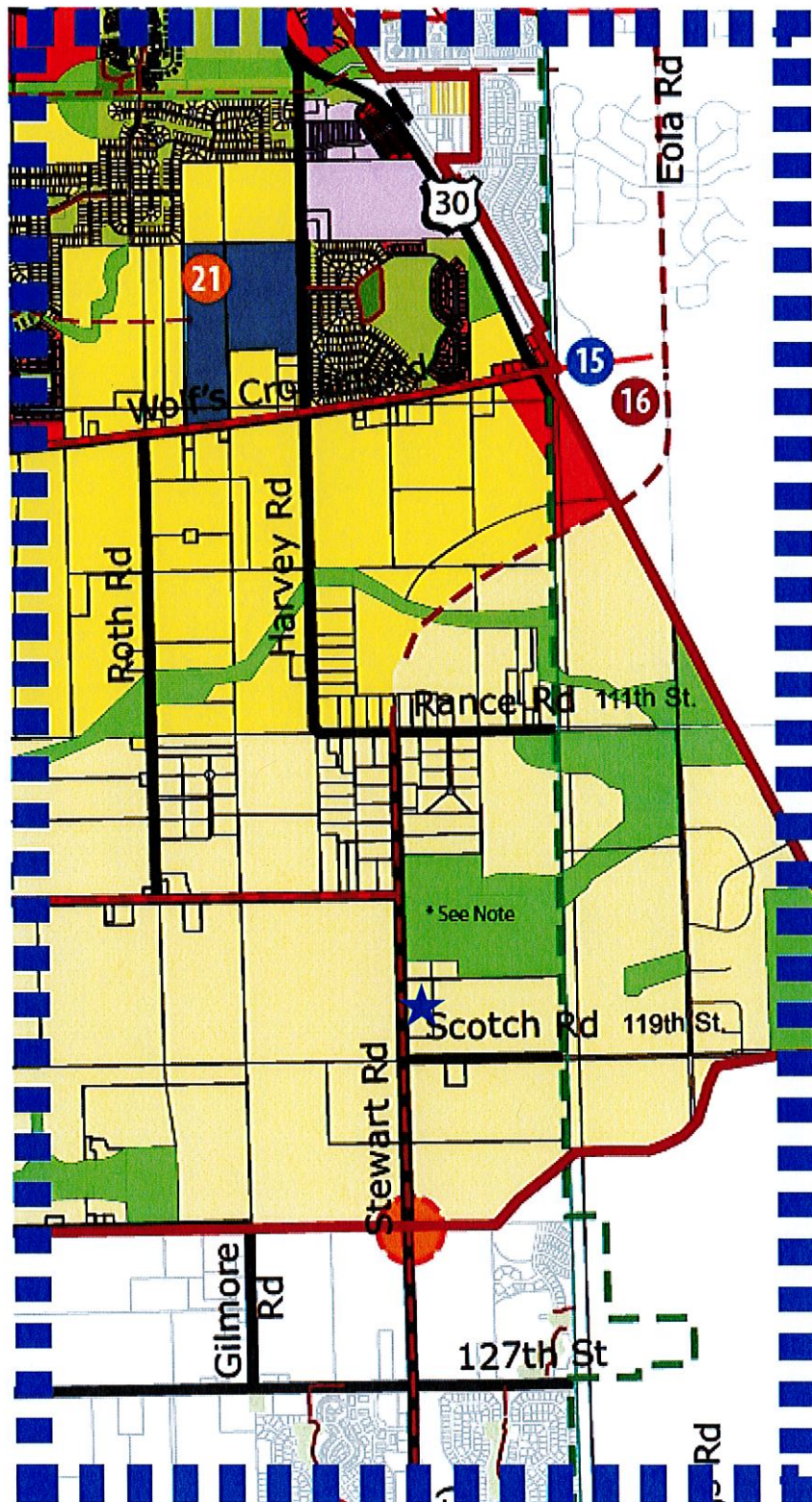


Rod Zenner, AICP  
Development Services Director





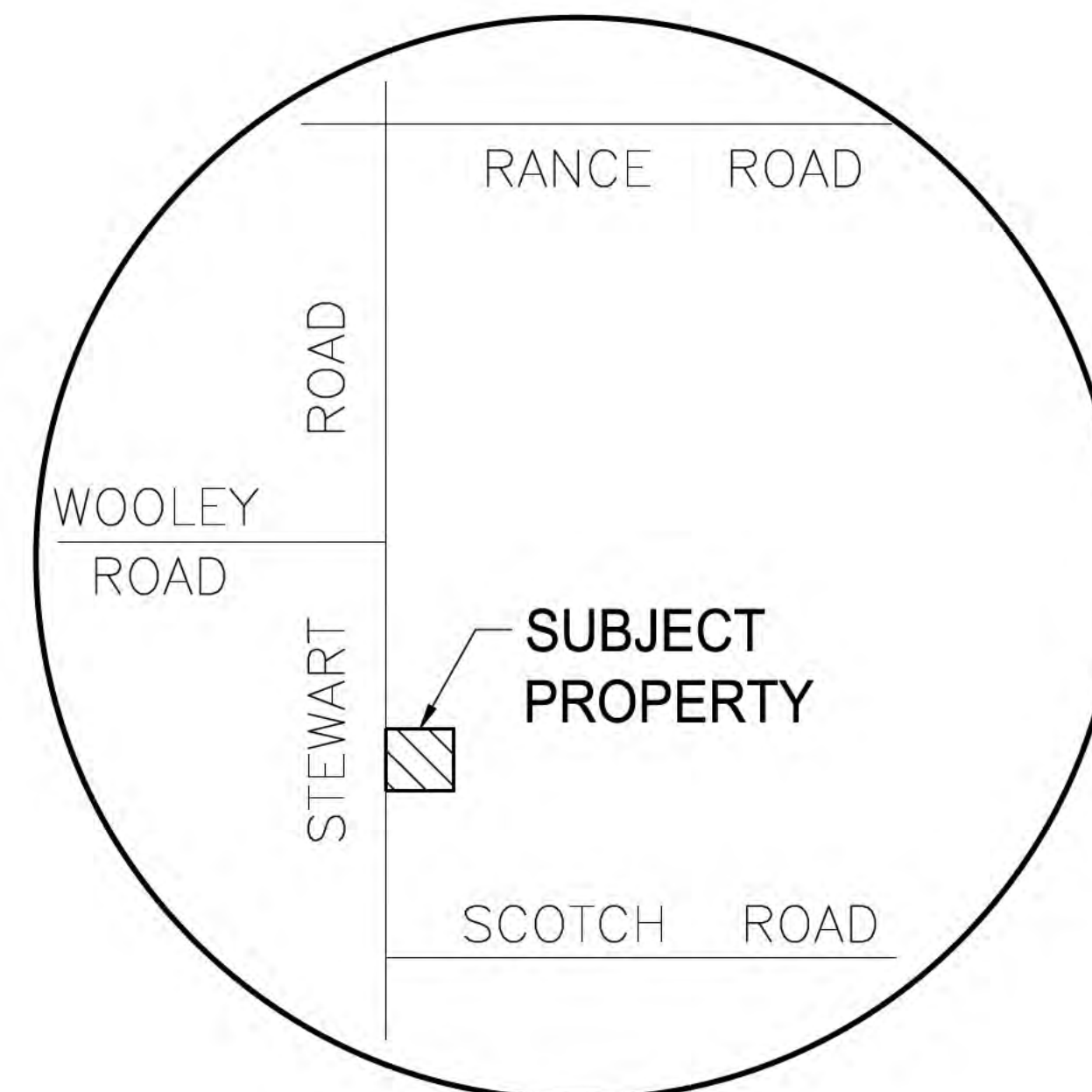






STEWART ROAD  
KENDALL COUNTY, ILLINOIS

*Bridgeline*



| REVISION | DATE | DESC | BOOK: WA         | DWG. SIZE: D |
|----------|------|------|------------------|--------------|
|          |      |      | DRAWN: REW       | CHECKED: JGL |
|          |      |      | REFERENCE        |              |
|          |      |      | DATE: 02/16/2024 |              |
|          |      |      | PROJECT NO.      | 2023-0579    |

**Ridgeline Consultants LLC**  
Illinois Professional Design Firm No. 184-004766  
1661 Aucutt Road, Montgomery, IL 60538  
PH: 630.801.7927 FAX: 630.701.1365  
Jianfeng Hua P.L.S. 4071 Expiration Date 11/30/2024  
George H. Sulawik P.L.S. 2580 Expiration Date 11/30/2024  
Stacy L. Stewart P.L.S. 3415 Expiration Date 11/30/2024

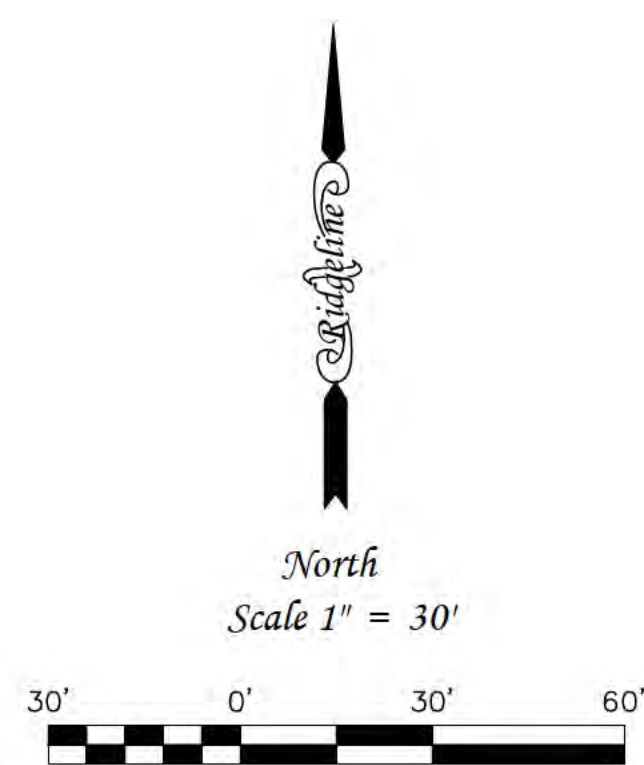


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| PREPARED FOR<br><br><b>ARBEEN, LLC</b>   |
| PROJECT ADDRESS<br><br><b>STEWART ROAD<br/>         KENDALL COUNTY, ILLINOIS</b> |

SHEET  
1  
OF  
6



# EXISTING CONDITIONS / DEMOLITION PLAN

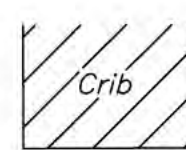


LEGAL DESCRIPTION  
THE NORTHERLY 360.0 FEET OF THE WESTERLY 484.01 FEET  
(AS MEASURED ALONG THE WESTERLY AND NORTHERLY  
LINES THEREOF) OF THE SOUTH HALF OF THE SOUTHEAST  
QUARTER OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 8  
EAST OF THE THIRD PRINCIPAL MERIDIAN IN OSWEGO  
TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN 03-24-300-001  
James Family Farm, LLC  
A1 Zoning

Stewart Road

PIN 03-24-400-002  
Janet W. Edwards  
A1 Zoning



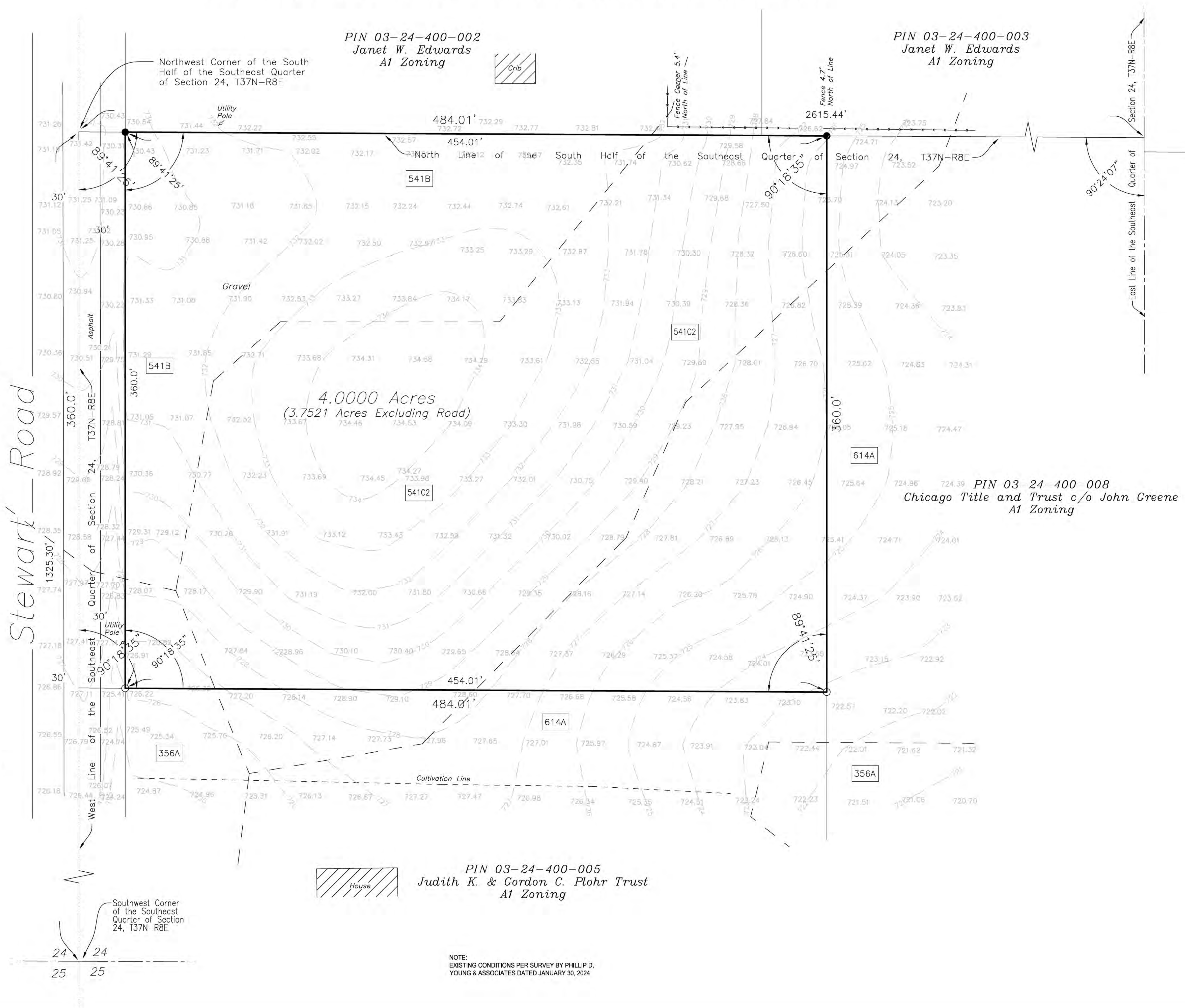
PIN 03-24-400-003  
Janet W. Edwards  
A1 Zoning

PIN 03-24-400-008  
Chicago Title and Trust c/o John Greene  
A1 Zoning

PIN 03-24-400-005  
Judith K. & Gordon C. Plohr Trust  
A1 Zoning

NOTE:  
EXISTING CONDITIONS PER SURVEY BY PHILLIP D.  
YOUNG & ASSOCIATES DATED JANUARY 30, 2024

- LEGEND**
- Indicates Iron Stake Found
  - Indicates Iron Stake Set
  - Indicates Concrete Right of Way Monument
  - Indicates Line of Fence
  - - - Indicates Overhead Utilities
  - - - Indicates Soils Boundary
  - Δ 9" Indicates Tree Location and Diameter
  - 632.82 Indicates Existing Spot Elevation
  - 632 - - Indicates Existing Contour Elevation
  - - - 632 - - Indicates Proposed Contour Elevation
  - Indicates Direction of Flow



| REVISION | DATE | DESC |
|----------|------|------|
|          |      |      |
|          |      |      |
|          |      |      |
|          |      |      |

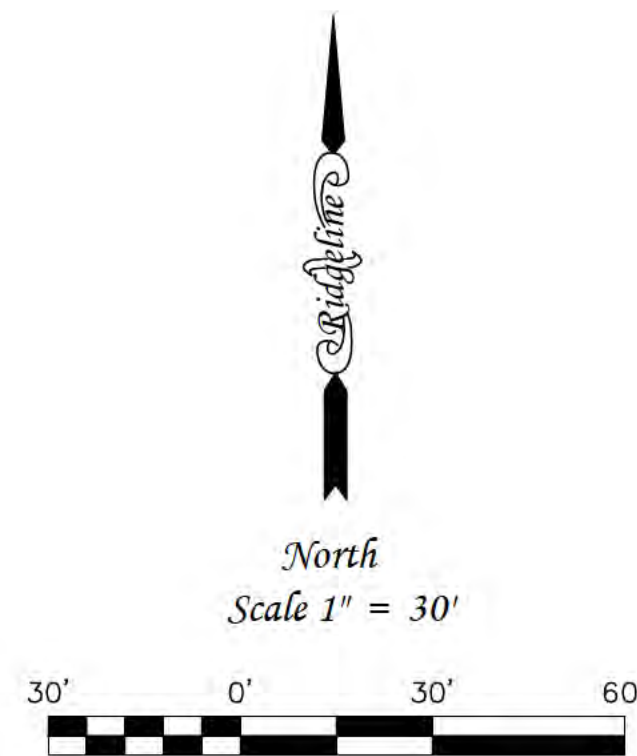
|             |                  |
|-------------|------------------|
| BOOK NO.    | DWG. SHEET NO.   |
| DRAWN: RBW  | CHECKED: JEL     |
| REFERENCE:  | DATE: 01/30/2024 |
| PROJECT NO. | 2023-0579        |

Ridgeline Consultants LLC  
10811 Ridgeline Road, Suite 100  
Chicago, IL 60631  
PH: 630.801.7827 FAX: 630.701.1385  
Janelle H. P.L.S. 4071 Expiration Date 11/30/2024  
Gordon C. Plohr P.L.S. 3415 Expiration Date 11/30/2024



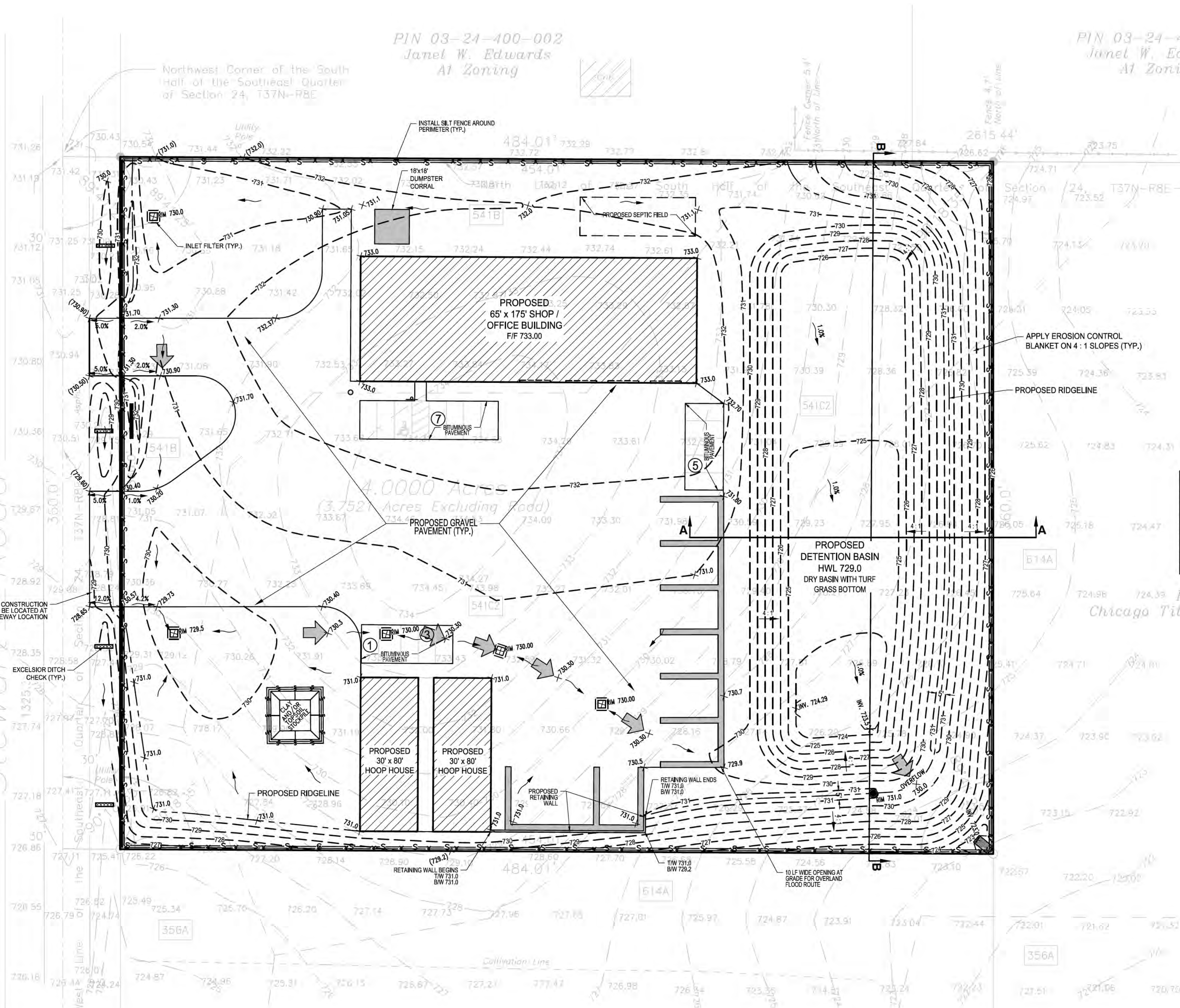
PREPARED FOR: ARBEEN, LLC  
PROJECT ADDRESS: STEWART ROAD  
KENDALL COUNTY, ILLINOIS





PIN 03-24-300-001  
James Family Farm, LLC  
A1 Zoning

Stewart Road



| STORAGE CALCULATIONS |            |              |                |                       |
|----------------------|------------|--------------|----------------|-----------------------|
| Contour              | Area<br>sf | Area<br>Acre | Vol.<br>Ac.Ft. | Accumulated<br>Volume |
| 723.50               | 0          | 0.000        | 0.000          | 0.000                 |
| 724.00               | 2,193      | 0.050        | 0.013          | 0.013                 |
| 725.00               | 8,669      | 0.199        | 0.125          | 0.137                 |
| 726.00               | 16,395     | 0.376        | 0.288          | 0.425                 |
| 726.30               | 17,157     | 0.394        | 0.116          | 0.540                 |
| 727.00               | 18,936     | 0.435        | 0.290          | 0.831                 |
| 728.00               | 21,576     | 0.495        | 0.465          | 1.296                 |
| 729.00               | 24,318     | 0.558        | 0.527          | 1.822                 |

| DISCHARGE STORAGE CALCULATIONS |           |         |
|--------------------------------|-----------|---------|
| Stage                          | Discharge | Storage |
| 723.50                         | 0.000     | 0.000   |
| 724.00                         | 0.034     | 0.013   |
| 725.00                         | 0.061     | 0.137   |
| 726.00                         | 0.079     | 0.425   |
| 726.30                         | 0.084     | 0.540   |
| 727.00                         | 0.168     | 0.831   |
| 728.00                         | 0.259     | 1.296   |
| 729.00                         | 0.313     | 1.822   |

| SITE AREA TABLE            |                 |
|----------------------------|-----------------|
| LOT = 163,440 SF / 3.75 AC |                 |
| EXISTING CONDITIONS:       |                 |
| (VACANT)                   | 0 SF            |
| EXISTING IMPERVIOUS        | 0 SF 0.0%       |
| PROPOSED CONDITIONS:       |                 |
| BUILDINGS                  | 15,264 SF       |
| GRAVEL PAVEMENT            | 49,703 SF       |
| BITUMINOUS PAVEMENT        | 3,346 SF        |
| WALLS                      | 1,627 SF        |
| PROPOSED IMPERVIOUS        | 69,940 SF 42.8% |
| NET NEW IMPERVIOUS         | 69,940 SF       |

SEE SHEET 5 OF 6 FOR SECTIONS A-A & B-B.

GRADING & EROSION CONTROL PLAN

BOOK NO. DWG. SHEET NO. DRAWN BY REV. CHECKED BY DATE 10/10/2024 PROJECT NO. 2023-0579

REVISION DATE DESC

PREPARED FOR ARBEEN, LLC PROJECT ADDRESS STEWART ROAD KENDALL COUNTY, ILLINOIS

SHEET 3 OF 6

Ridgeline Consultants LLC  
1100 N. Lincoln Road, Suite 100  
P.O. Box 801, 60102  
PH: 630.801.7827 FAX: 630.701.1365  
Jianfeng Huo, P.E., L.S. 0071, Exp. 12/31/2024  
Gina L. Stewart, P.L.S. 0415, Exp. 12/31/2024  
CONSULTING ENGINEER - LAND SURVEYOR





|          |      |      |                  |              |
|----------|------|------|------------------|--------------|
| REVISION | DATE | DESC | BOOK: IWA        | DWG. SIZE: D |
|          |      |      | DRAWN: REW       | CHECKED: JSL |
|          |      |      | REFERENCE:       |              |
|          |      |      | DATE: 10/16/2024 |              |
|          |      |      | PROJECT NO.      | 2023-0579    |

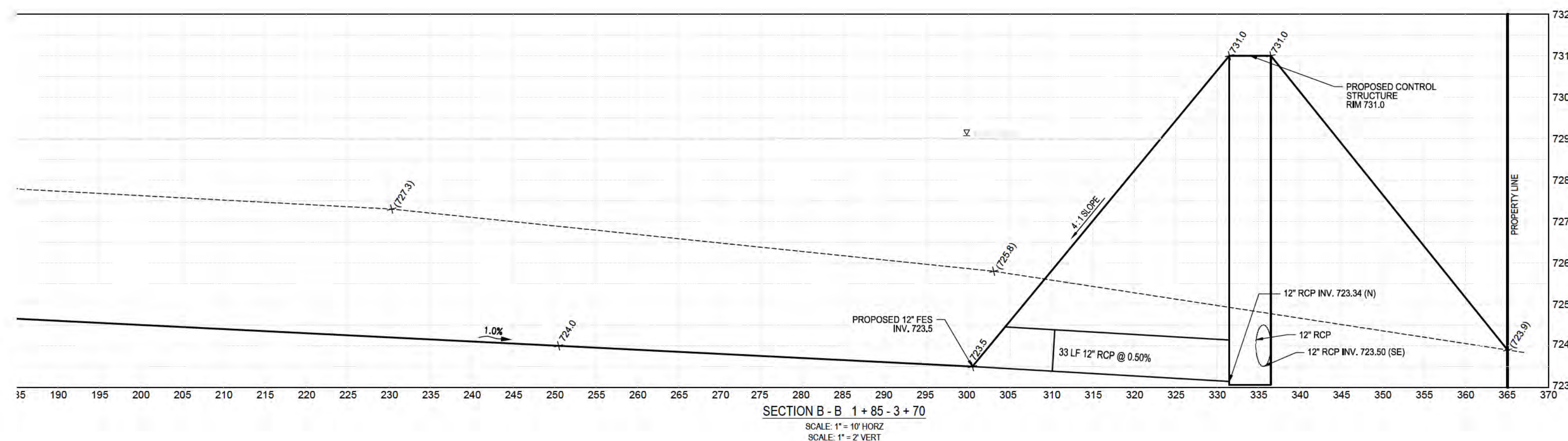
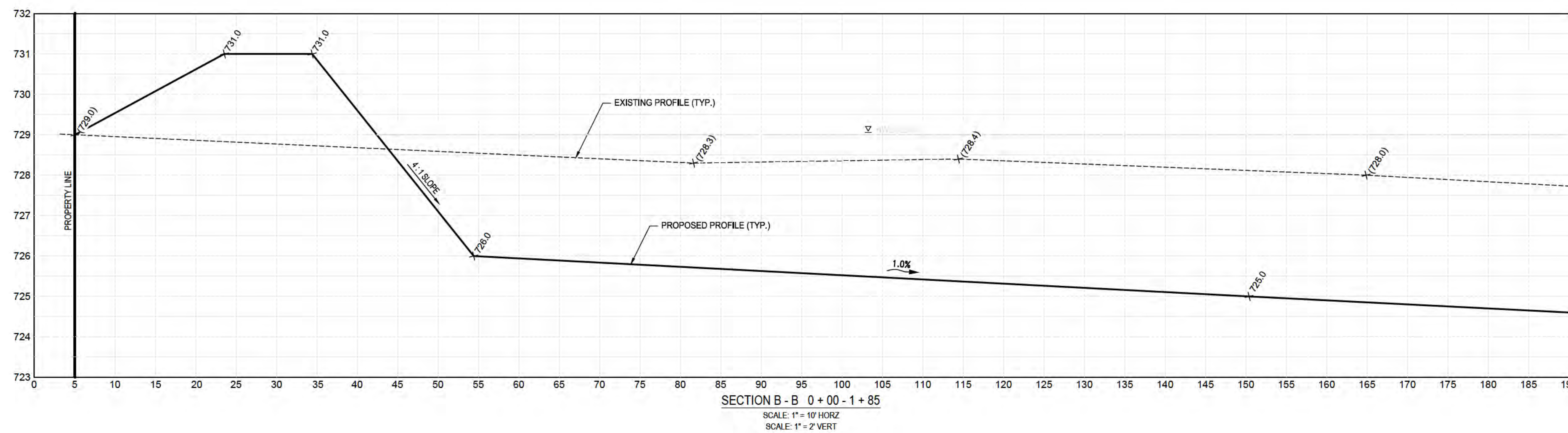
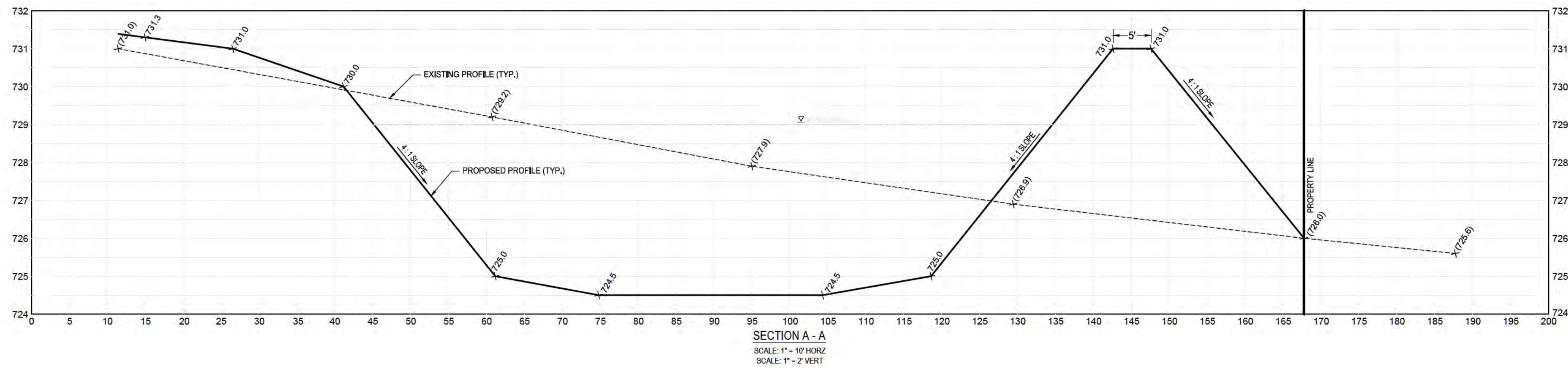
**Ridgeline Consultants LLC**  
Illinois Professional Design Firm No. 184-004766  
1661 Ascott Road, Montgomery, IL 60538  
PH: 630.807.7927 FAX: 630.701.1385  
Jianfeng Hua P.L.S. 4071 Expiration Date 11/30/2024  
George H. Stulwick P.L.S. 2980 Expiration Date 11/30/2024  
Stacy L. Stulwick P.L.S. 3475 Expiration Date 11/30/2024



|  |
|--|
| PREPARED FOR:<br><br><b>ARBEEN, LLC</b>                                  |
| PROJECT ADDRESS:<br><br><b>STEWART ROAD<br/>KENDALL COUNTY, ILLINOIS</b> |

SHEET  
4  
OF  
6





#### Additional Notes

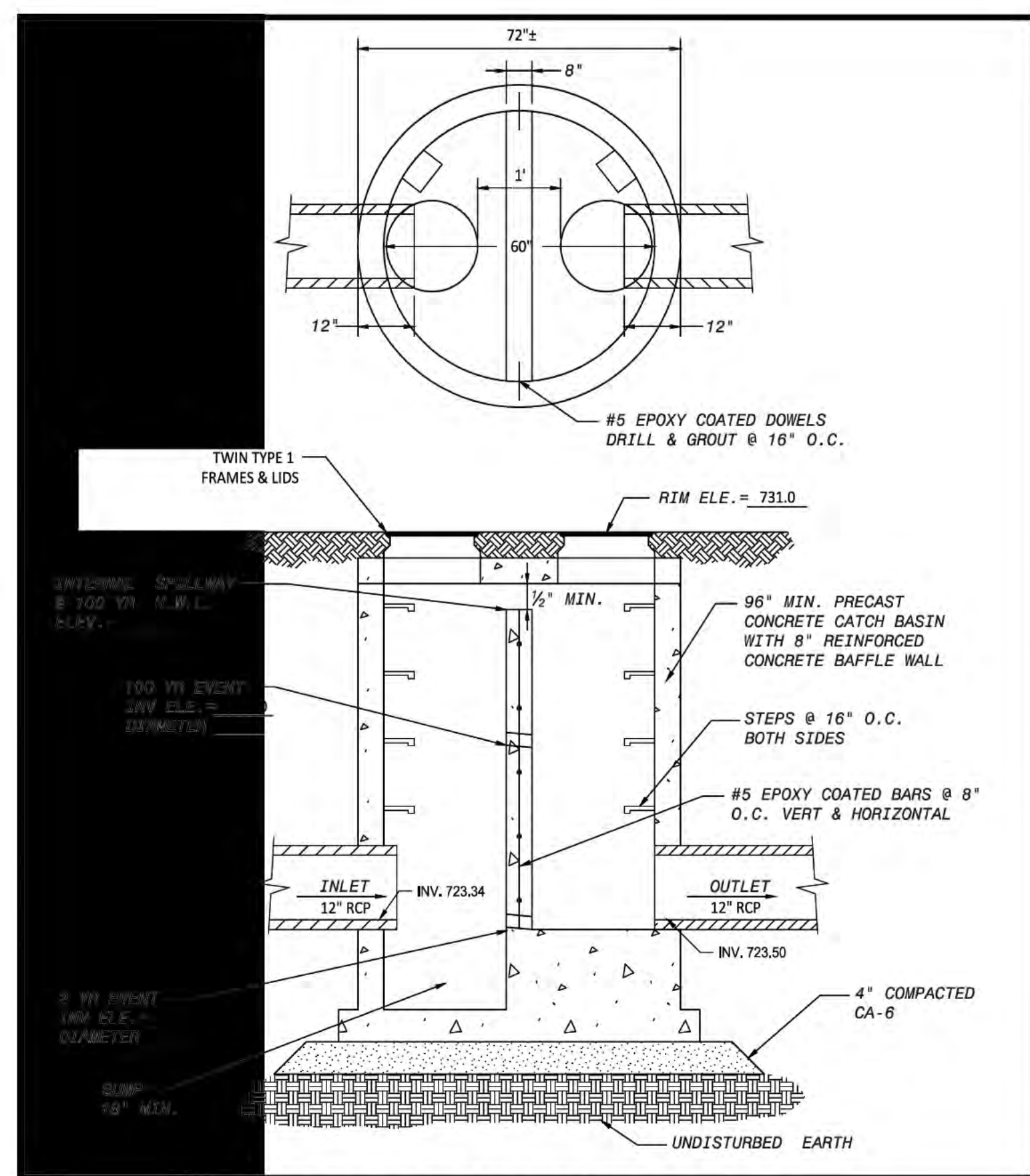
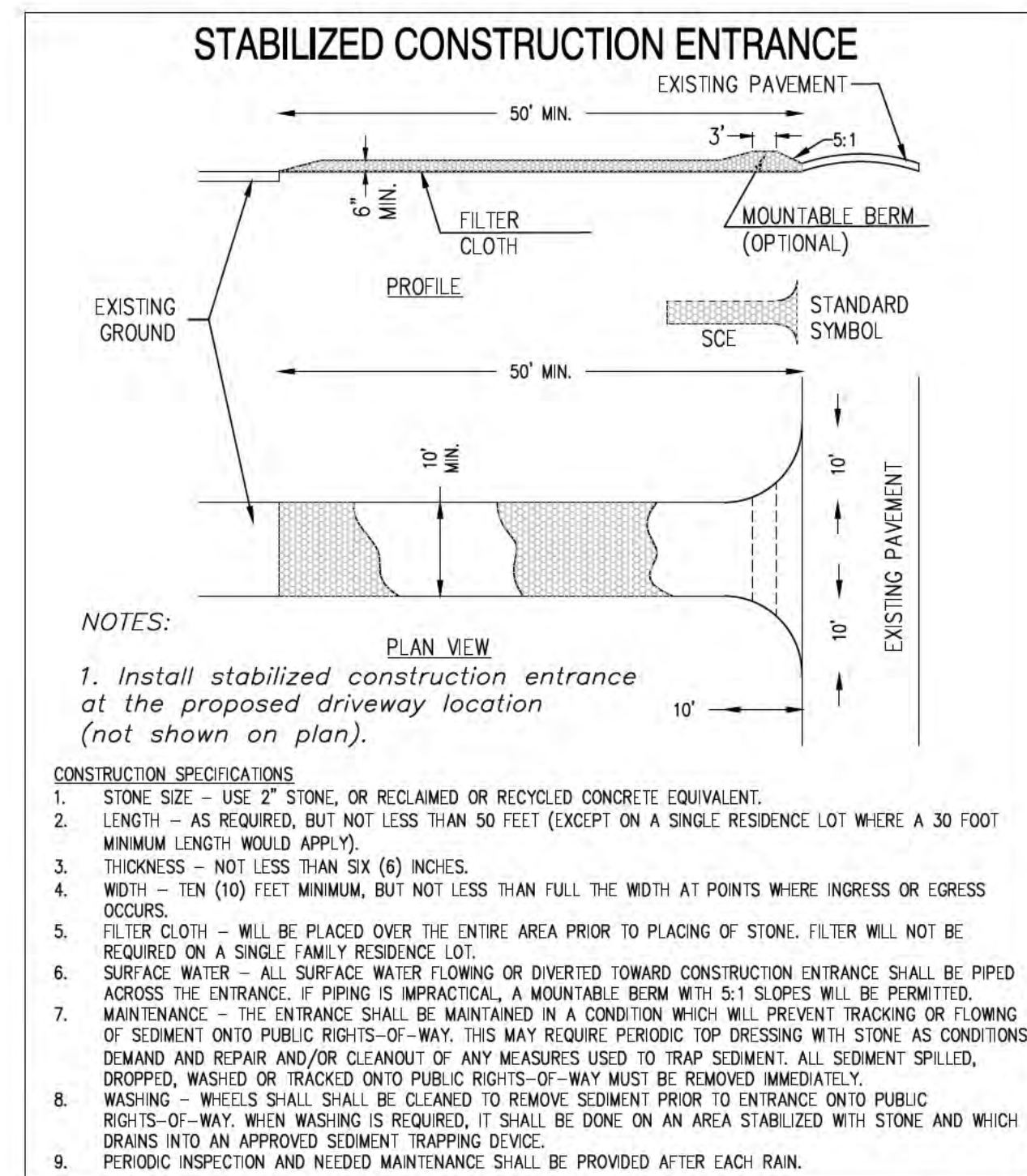
1. Erosion control blanket shall be applied on any disturbed areas that will be graded.
2. Completed slopes shall be seeded and stabilized as the operation proceeds to the extent considered desirable and practical. Permanent seeding shall be used whenever possible. Under no circumstances shall the contractor provide any mulch and seeding on the entire project site at once.
3. In areas where work is complete, permanent stabilization shall occur within 7 days of completion, and in areas where work has temporarily ceased for 31 days or more, temporary stabilization shall occur by the 14th day after work has ceased.
4. All erosion control measures must be inspected weekly and after each 1/2" rain event.
5. All adjacent owners must be kept aware of debris deposited daily and cleared when necessary.
6. Unless otherwise indicated, all vegetative and structural erosion and sediment control practices will be constructed according to minimum standards and specifications to the Illinois Storm Water Management Manual, 2003 Edition.
7. The contractor is responsible for installation of any additional erosion control measures necessary to prevent erosion and sedimentation as determined by the County Inspector or Township Highway Department.
8. It is the responsibility of the general contractor to inform and coordinate with the County Inspector or Township Highway Department of the requirements for implementing and maintaining these erosion control plans and the National Pollutant Discharge Elimination System (NPDES) permit requirements set forth by the Illinois EPA.

| STABILIZATION TYPE | JAN. | FEB. | MAR. | APR. | MAY | JUNE | JULY | AUG. | SEPT. | OCT. | NOV. | DEC. |
|--------------------|------|------|------|------|-----|------|------|------|-------|------|------|------|
| PERMANENT SEEDING  |      |      | A    |      |     |      |      |      |       |      |      |      |
| TEMPORARY SEEDING  |      |      |      |      |     |      |      |      |       |      |      |      |
| EROSION CONTROL    |      |      |      |      |     |      |      |      |       |      |      |      |
| VEGETATION         |      |      |      |      |     |      |      |      |       |      |      |      |

- A KENTUCKY BLUEGRASS 90 LBS/ACRE  
MIXED WITH PERENNIAL RYEGRASS  
30 LBS/ACRE.
- B KENTUCKY BLUEGRASS 135 LBS/ACRE  
MIXED WITH PERENNIAL RYEGRASS  
45 LBS/ACRE + 2 TONS STRAW MULCH/ACRE.
- C SPRING OATS 100 LBS/ACRE
- D WHEAT OR CEREAL RYE  
150 LBS/ACRE.
- E SOD
- F STRAW MULCH 2 TONS/ACRE.

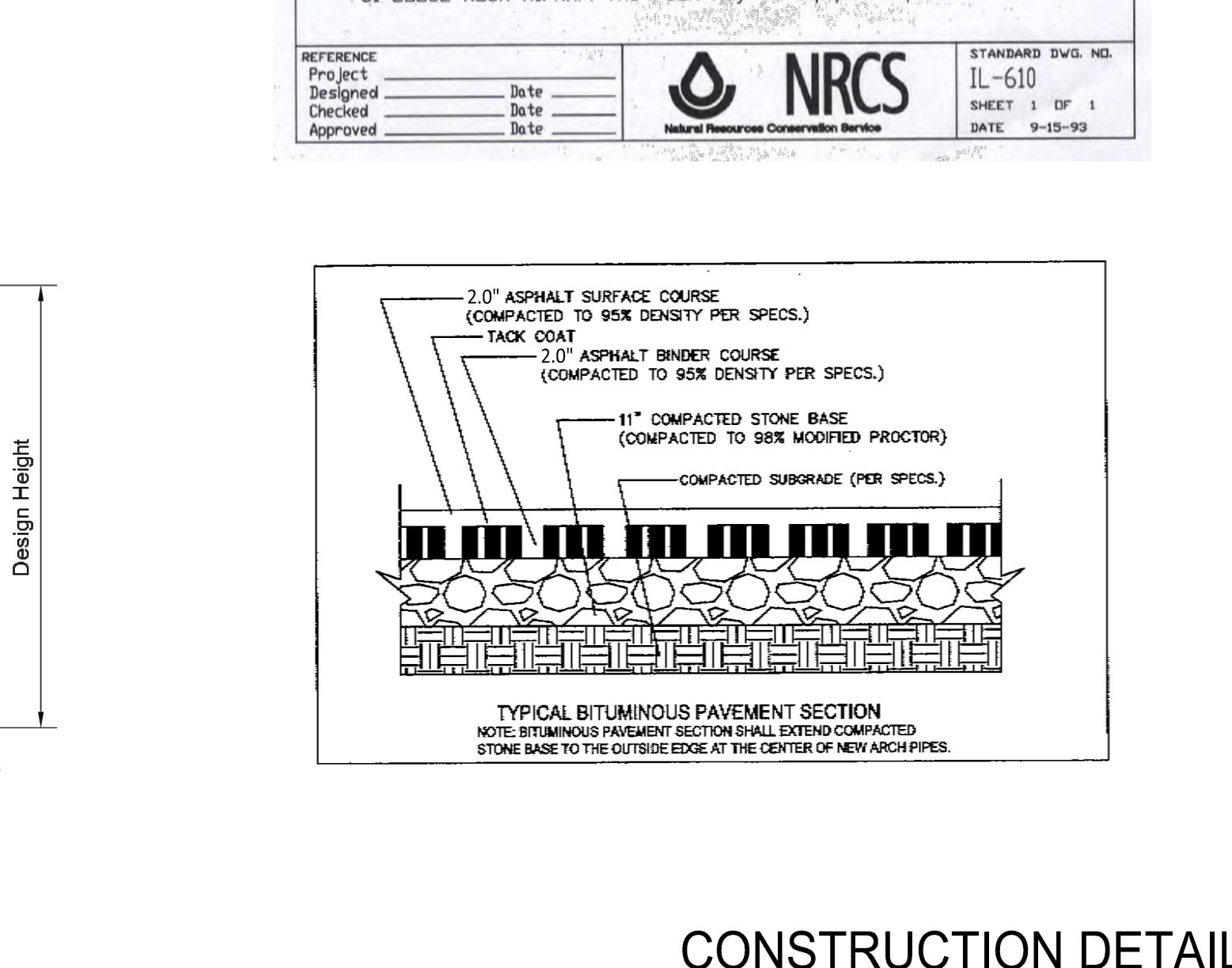
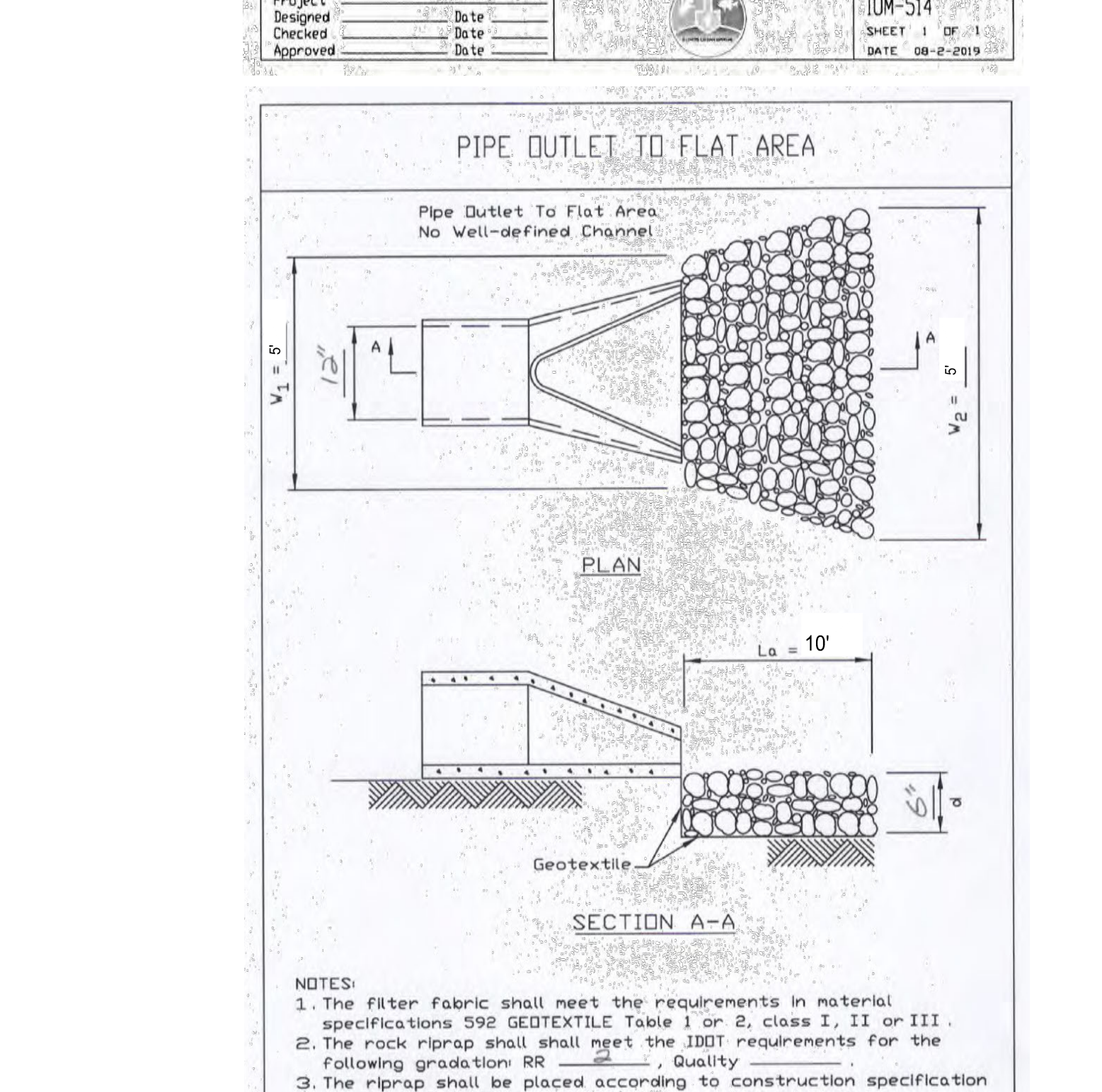
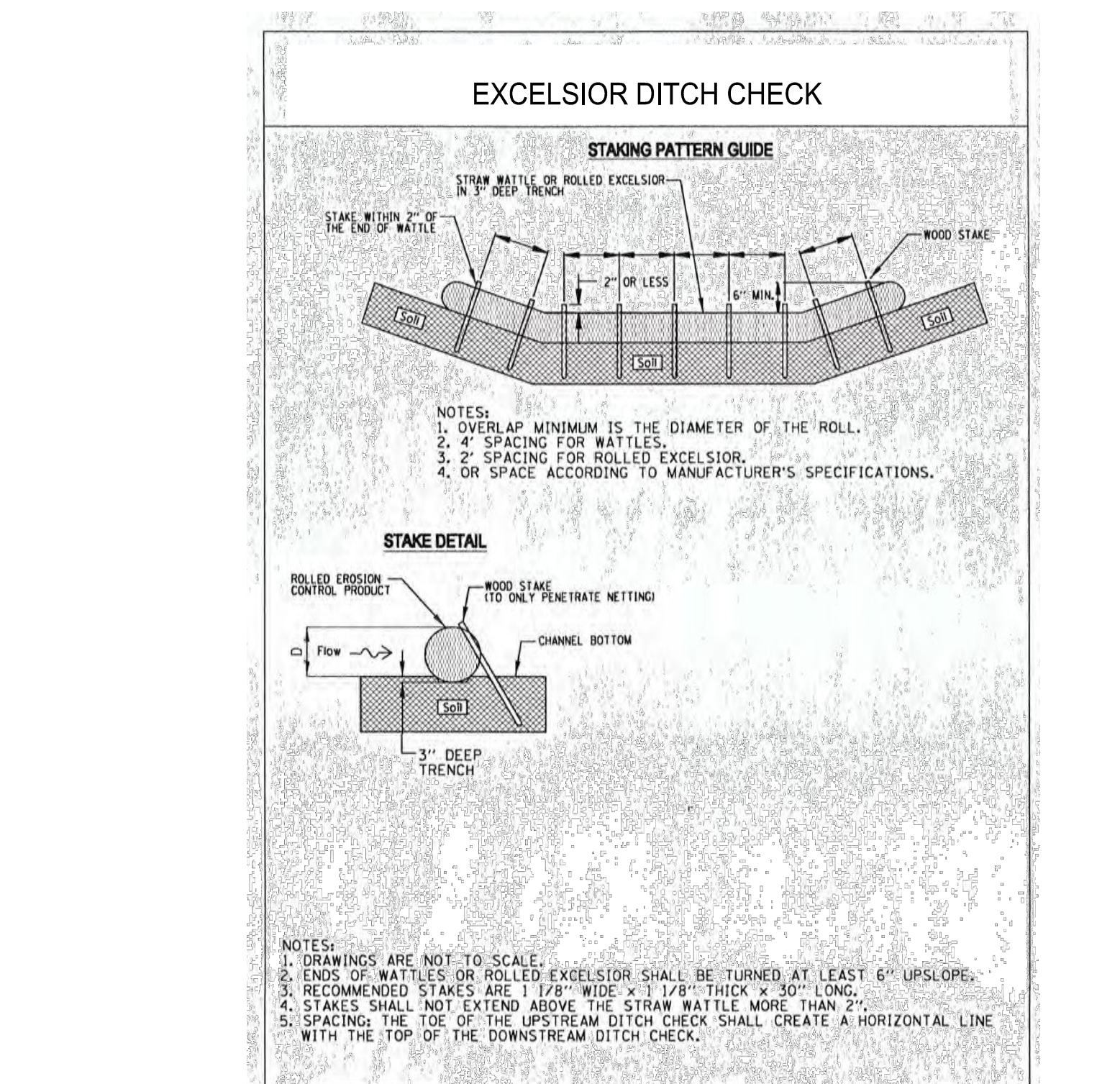
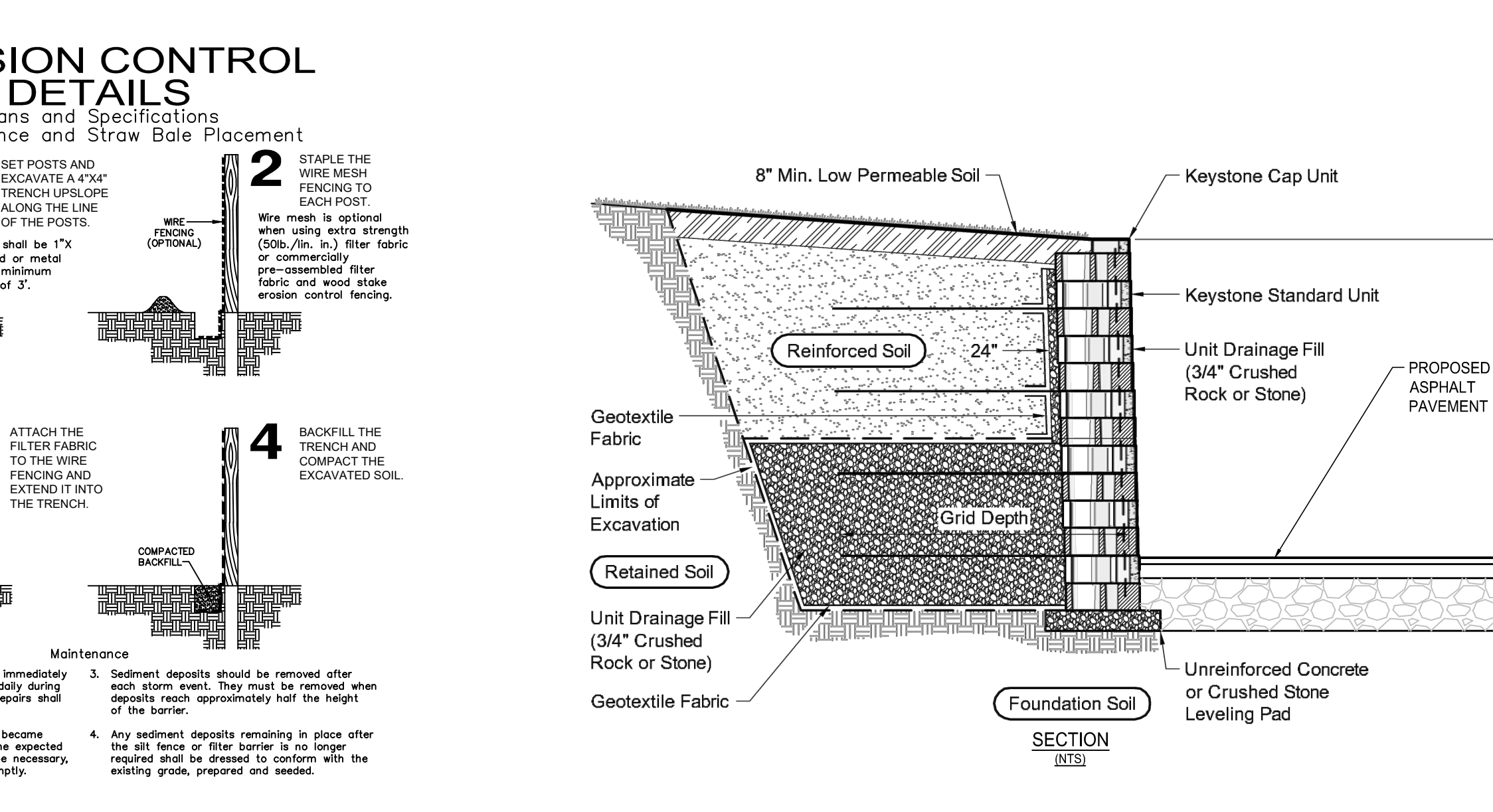
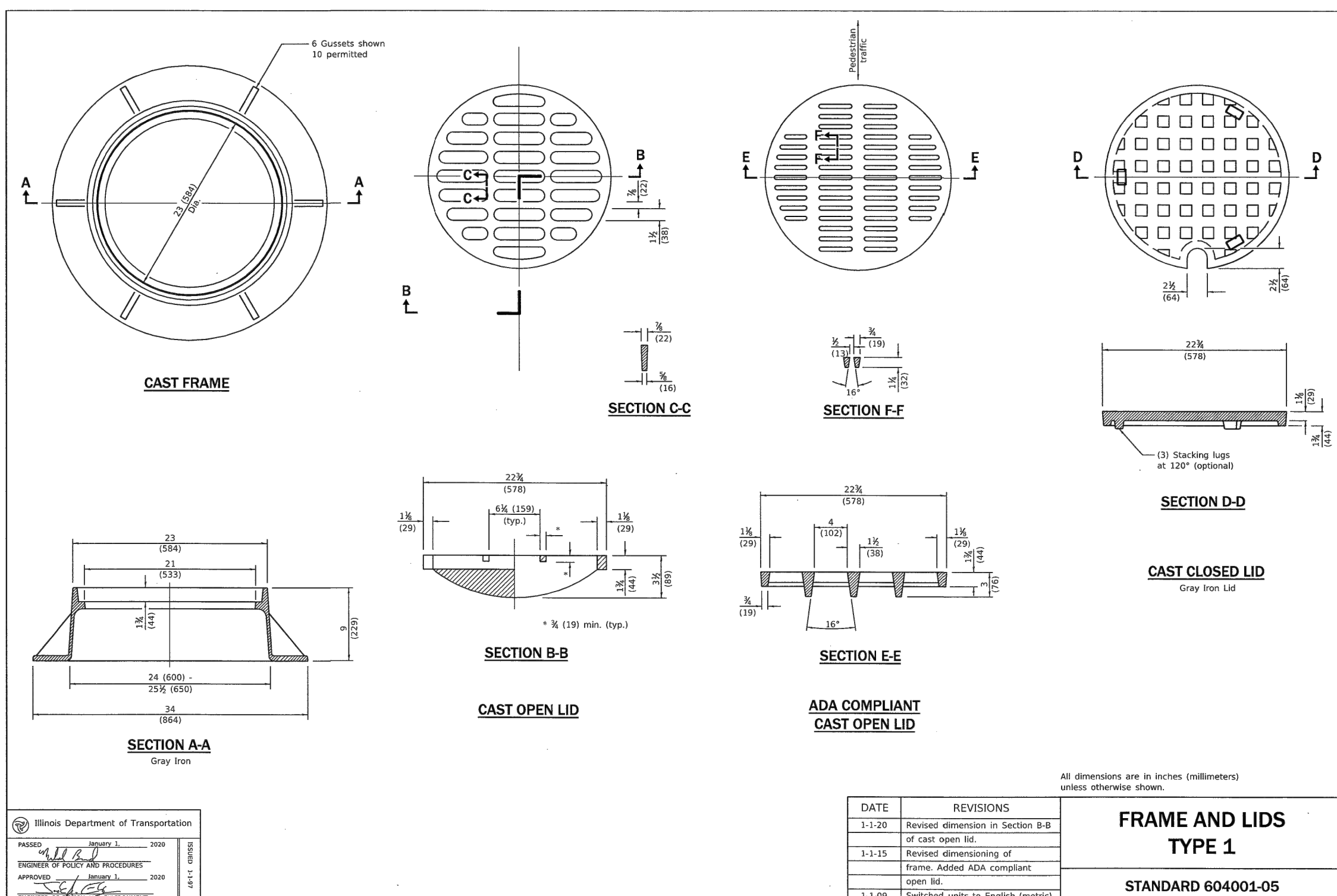
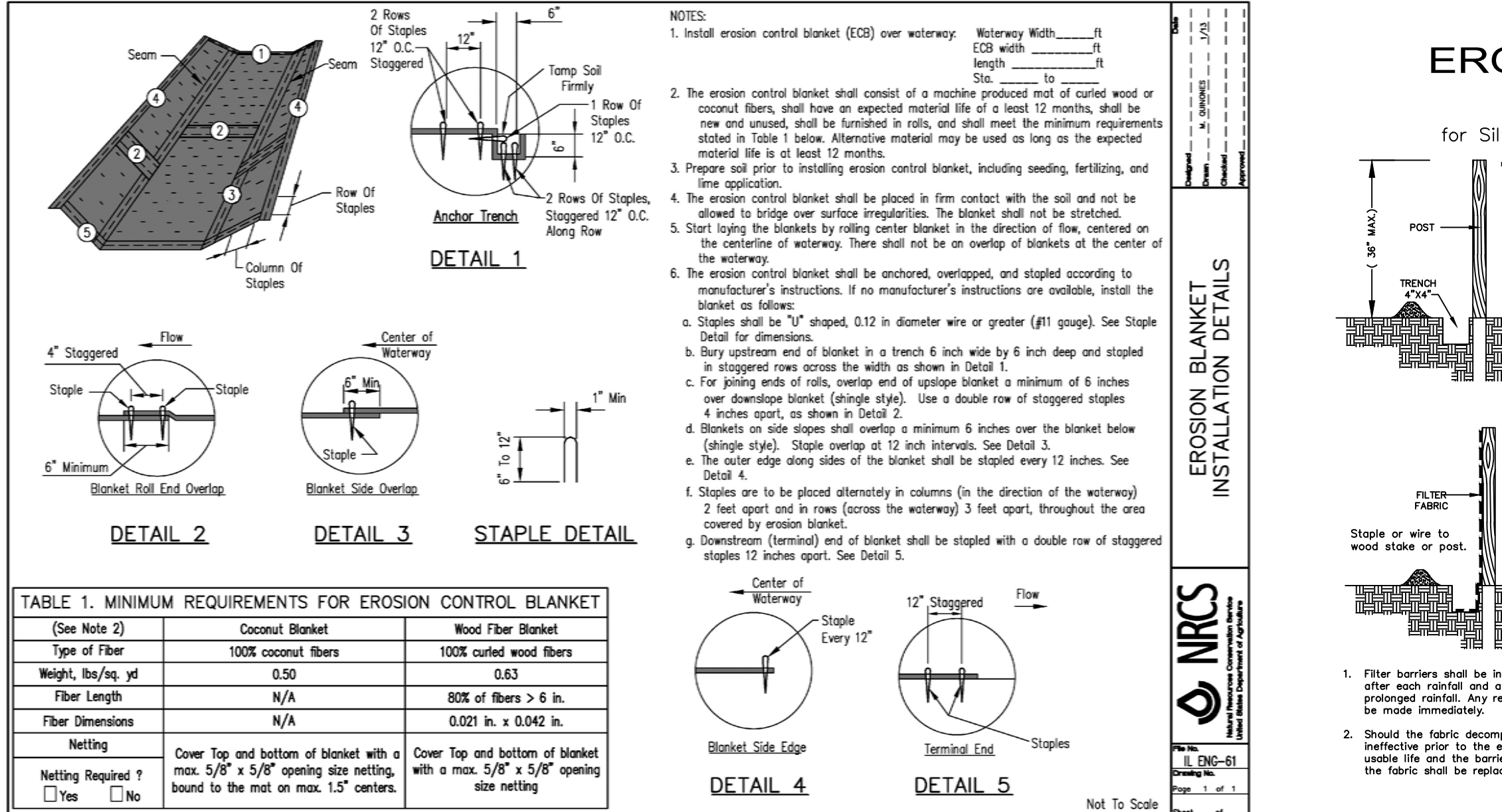
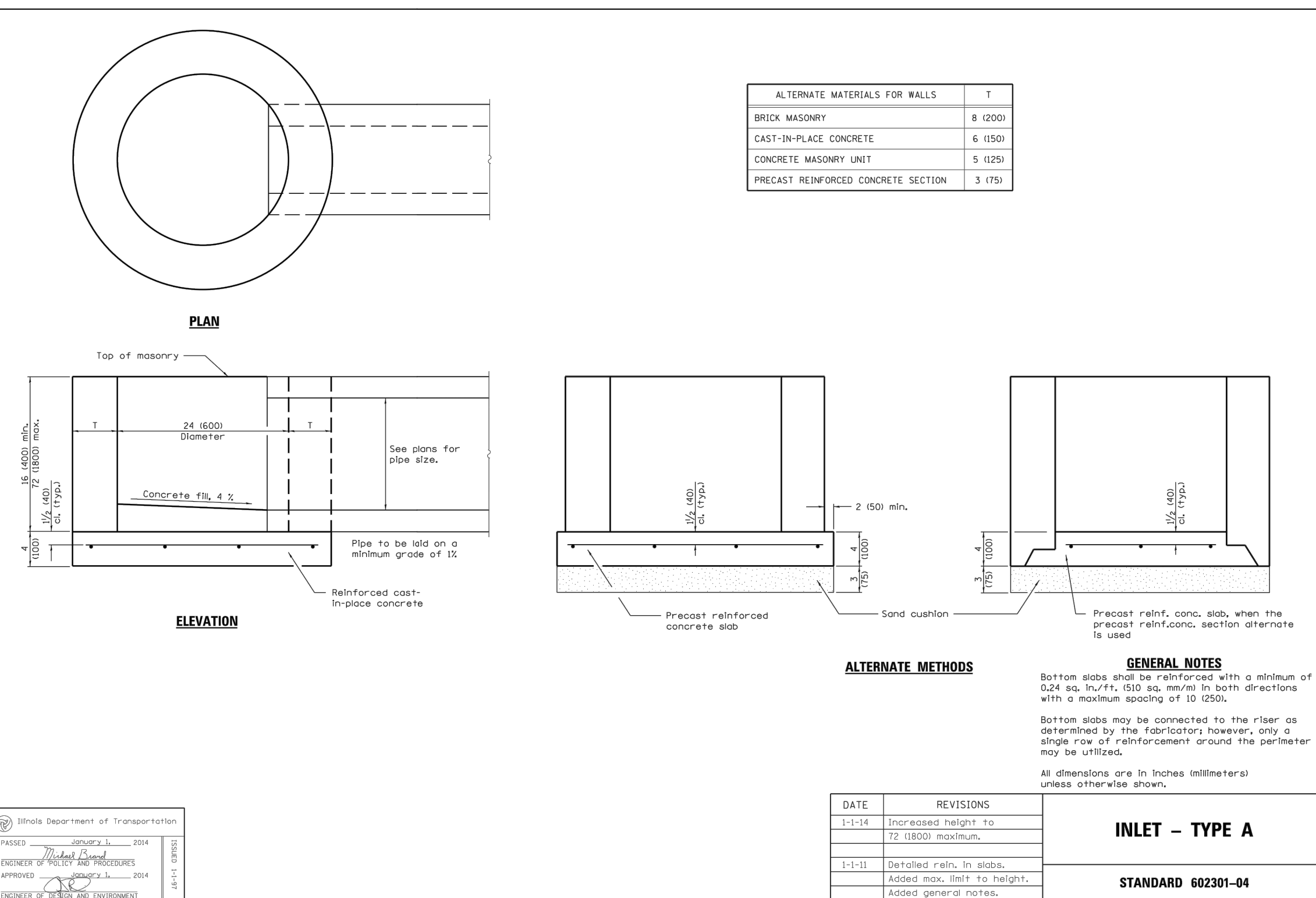
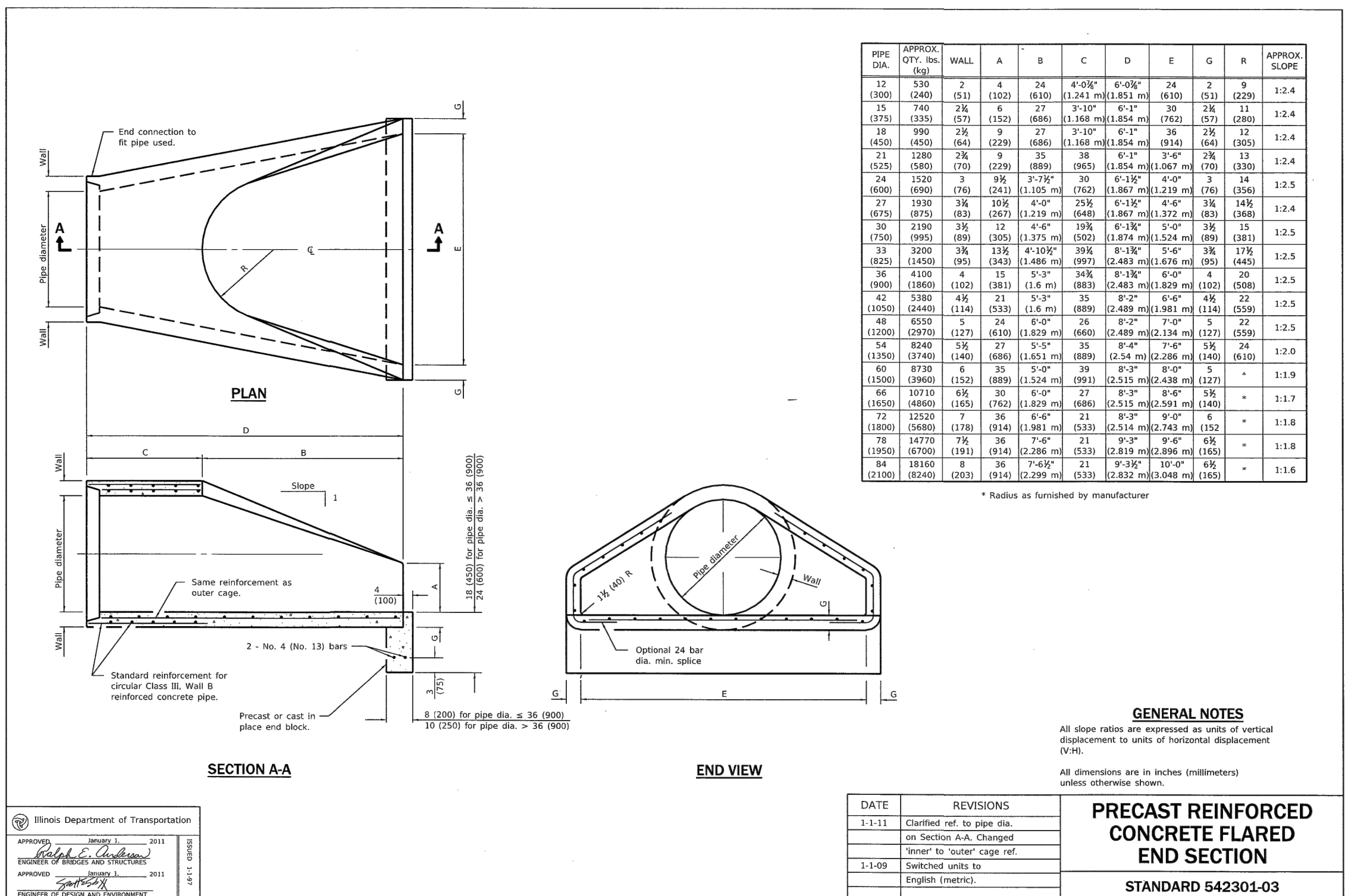
- \* IRRIGATION NEEDED DURING JUNE AND JULY.
- \*\* IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOD.

#### SOIL PROTECTION CHART AND APPLICATION GUIDELINES



#### CROSS SECTIONS & CONSTRUCTION DETAILS







# STORMWATER MANAGEMENT REPORT

FOR

# ARBEEN LANDSCAPING

Oswego (Un-incorporated Kendall County), IL

PREPARED BY: RIDGELINE CONSULTANTS, LLC

1661 AUCUTT ROAD

MONTGOMERY, IL 60538

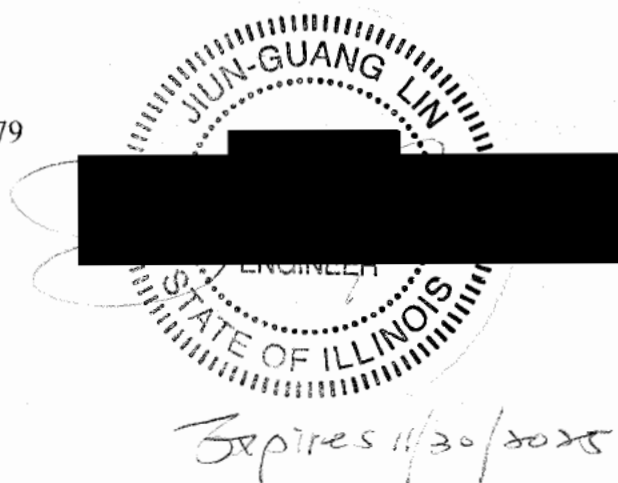
Phone: 630-801-7927

Fax: 630-701-1385

KENDALL COUNTY, ILLINOIS

FEBRUARY, 2024

Project Number: 2023-0579



The subject development takes place on a parcel (PIN 03-24-400-011)) with a total of 4.00 acre in area including 0.248 acre within Stewart Rd right of way. This unincorporated property is vacant under A-1 zoning. The applicant, Arbeen, LLC, purchased the property and intended to turn it to a Landscape Business operation.

Based on our research into FEMA Flood Insurance Rate Map number 17093C0070G dated of 02/04/2009, there is a no regulatory floodplain or floodway existing on site or immediate offsite. As shown on National Wetlands Inventory Map by US Fish and Wildlife Services, there is no "Wetlands/Lakes/Ponds" within the property or immediate offsite.

Upon research into USDA NRCS Soil Map, the predominant soils type onsite are 541C2 (Graymont Silt Loam, 5 to 10 percent slopes, eroded), 541B (Graymont Silt Loam, 2 to 5 percent slopes), 614A (Chenoa Silty Clay Loam, 0 to 2 percent slopes) and 356A (Elpaso Silty Clay Loam, 0 to 2 percent slopes). Generally speaking, the property is predominantly occupied by the soils under Hydrologic Soil Group C or D which exhibit poor infiltration and generate considerable surface runoffs.

Based on Kendall County Stormwater Management Ordinance (Ordinance), a Stormwater Management Permit from Kendall County is required on this project because of more than 43,500sf of ground cover disturbance. Per Ordinance, a site Runoff Storage requirement will apply to the project which is a non-residential land use resulting in more than 45,000 square feet of development or resulting in more than 32,000 square feet of impervious surface area. Under the existing condition, the property pitches to the east, south and the west. There is a minimum offsite upstream area north of the property and we felt it is too insignificant and difficult to quantify to be considered. A dry detention basin is proposed on the southeast corner of the property, the lowest within the entire property, to detain the onsite runoff before releasing it to the downstream offsite area. Please find enclosed detention calculation as well as TR-20 modeling for detention design details. Based on the Ordinance, a 1' freeboard, between the calculated 100 year-24 hour HWL and the Emergency overflow weir, is proposed. A berm with a 5'-wide flat top, around the perimeters of the detention basin, 1' higher than the emergency overflow weir is called out. The bottom of the basin is to be 1% minimum slope planted with turf grass. Riprap is proposed to the downstream of the detention basin to slow down the restricted release before reaching the offsite. Meanwhile, a storm sewer system is proposed to run along the west and the south property lines and convey the onsite runoff into the detention basin. The onsite grading was designed in such a way that overland flood routes would take the onsite surface runoff into the detention basin in the event of the storm sewers overloaded. The comparison of runoff onto the different offsite neighbors under the existing and proposed conditions is prepared as shown on the enclosed calculation. As shown, all runoff onto offsite neighbors under the proposed condition are less than those under the existing condition. Lastly, the proposed culverts under both driveways are sized in enclosed calculation.

## **EROSION AND SEDIMENTATION CONTROL MEASURES**

Various soil erosion and sediment control measures and devices will be proposed to be implemented during construction activities. These measures are intended to protect downstream properties from erosion and sedimentation and to assure that surface or ground water quality is not unreasonable or unnecessarily degraded.

The proposed erosion and sediment control features include:

- Temporary construction entrance for vehicle washdowns and removal of mud from tires.
- Single or Double rows of silt fencing installed along downstream perimeters of the development site.
- Disturbed areas vegetatively stabilized either temporarily or permanently and/or protected from soil erosion after final grading is accomplished.
- Inlet filter installed at all open-grate storm sewer structures to intercept debris or eroded soil before been transported downstream.
- Erosion Control Blanket to be applied onto 4:1 slope once grading is completed to prevent seed wash-off and erosion of the soil.

## **STORMWATER MANAGEMENT SYSTEMS MONITORING AND MAINTENANCE PLAN**

The property owners will be responsible for the periodic monitoring and maintenance of all stormwater storage and stormwater collection and conveyance systems and components within the limits of the site. Such systems and components include, but are not limited to the detention basin and its outfall system, storm sewer system, overland drainage ways, and all containment berms. The owner shall undertake appropriate measures to monitor and maintain such facilities in accordance with the policies and procedures established under Stormwater Ordinances as amended as part of its routine maintenance operations

The program for monitoring and maintaining the stormwater management and/or stormwater conveyance facilities imposed under this plan shall include the following operations and procedures:

1. Storm sewer system, swales and overland drainage ways shall be maintained to the line and grade established on the Final Site Improvement Plans and supporting documents to convey stormwater runoff in a free and unobstructed manner. Landscape plantings, earthen fill, or other obstructions that impede the flow of stormwater shall be removed, the area shall be re-graded, and a vegetative cover shall be re-established to deter erosion.
2. A vegetative cover around and within the overland drainage swales and the detention basin is essential for the prevention of soil erosion and the deposition of sediments. The periodic replanting and replacement of vegetation shall be undertaken by the owner, when necessary, to maintain the vegetative cover.

## **CONSTRUCTION SEQUENCE AND SCHEDULE OF IMPLEMENTATION FOR STORMWATER MANAGEMENT SYSTEM IMPROVEMENTS**

The stormwater management systems and components proposed for construction on site including storm sewer system, detention basin, temporary and permanent erosion and sedimentation control measures and devices are intended to obtain and control stormwater so as to minimize increase in runoff rate, volumes, and pollutant loads during and following completion of construction in accordance with the Technical Guidance of the Ordinance, the U.S.E.P.A. "Guidance Specifying Management Measures for Sources of Non-point Pollution in Coastal Waters" and the United States Clean Water Act<sup>33</sup> U.S.C. 1251 as amended.

It will be incumbent upon the owner prior to that date to ensure that the stabilized construction entrance and silt fences are installed; Said erosion and sedimentation control measures and devices shall thereafter be monitored and maintained by the owner in accordance with NPDES guidelines. As soon as weather and growing conditions permit, topsoil shall be placed in the containment berms and the area vegetatively stabilized by a hydro-seeding and placement of erosion blanket.



# National Flood Hazard Layer FIRMette



88°16'25"W 41°40'19"N



88°15'48"W 41°39'52"N



Basemap Imagery Source: USGS National Map 2023

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

**SPECIAL FLOOD HAZARD AREAS**

Without Base Flood Elevation (BFE)  
Zone A, V, A99  
With BFE or Depth Zone AE, AO, AH, VE, AR  
Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X

Future Conditions 1% Annual Chance Flood Hazard Zone X

Area with Reduced Flood Risk due to Levee. See Notes, Zone X

Area with Flood Risk due to Levee Zone D

**OTHER AREAS OF FLOOD HAZARD**

NO SCREEN Area of Minimal Flood Hazard Zone X

Effective LOMRs

Area of Undetermined Flood Hazard Zone D

**GENERAL STRUCTURES**

Channel, Culvert, or Storm Sewer

Levee, Dike, or Floodwall

**OTHER FEATURES**

Cross Sections with 1% Annual Chance

Water Surface Elevation

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

**MAP PANELS**

Digital Data Available

No Digital Data Available

Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/9/2024 at 12:35 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

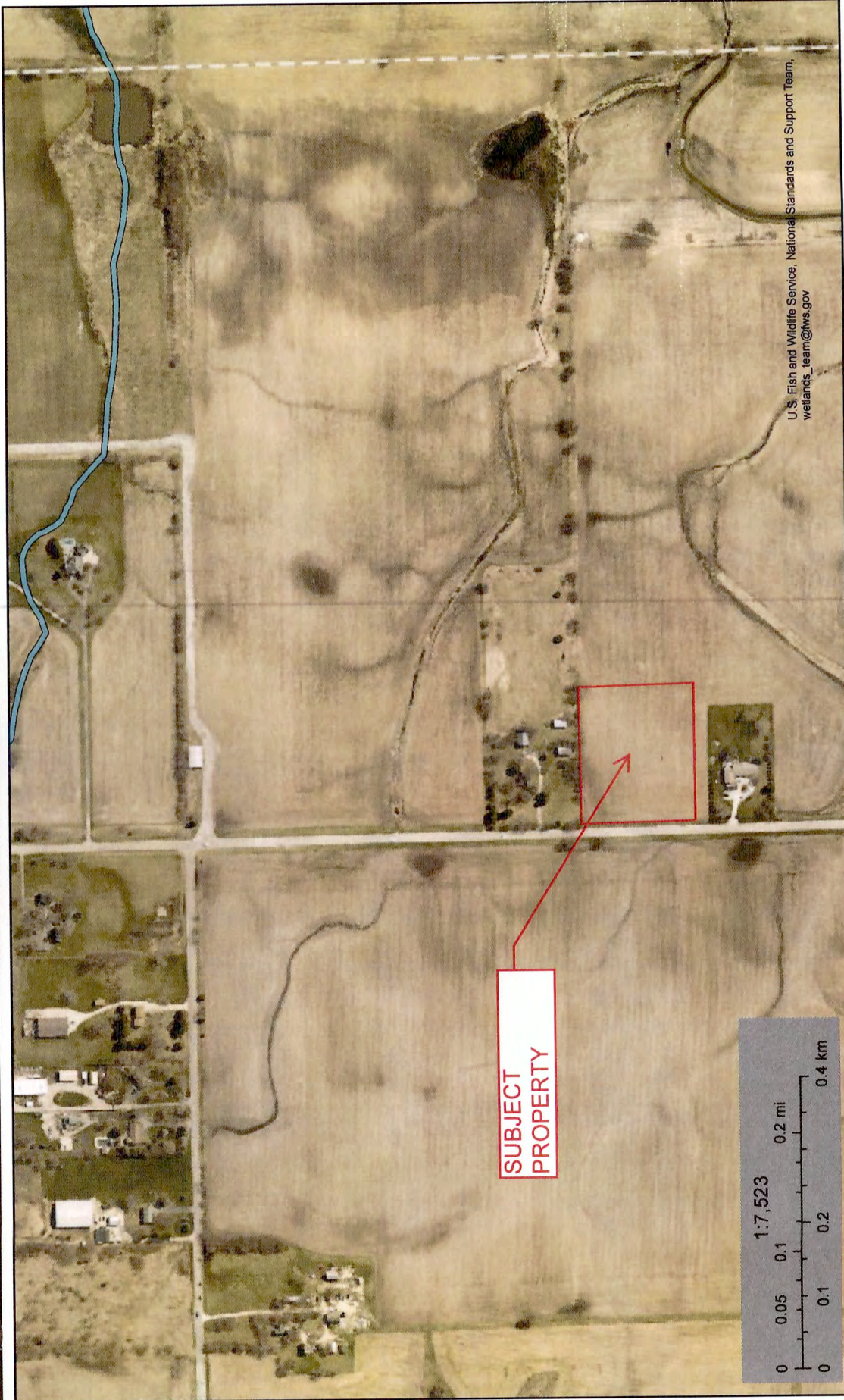
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.













# Wetlands

## National Wetlands Inventory



U.S. Fish and Wildlife Service, National Standards and Support Team,  
wetlands\_team@fws.gov

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

- |  |   |   |
|--|---|---|
|  Estuarine and Marine Deepwater |  Freshwater Emergent Wetland       |  Lake     |
|  Estuarine and Marine Wetland   |  Freshwater Forested/Shrub Wetland |  Other     |
|  |  Freshwater Pond                   |  Riverine |

February 19, 2024

### Wetlands

National Wetlands Inventory (NWI)  
This page was produced by the NWI mapper








MAP LEGEND


MAP INFORMATION

- Area of Interest (AOI)

Area of Interest (AOI)
- Soils

Soil Map Unit Polygons

Soil Map Unit Lines

Soil Map Unit Points
- Special Point Features

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow


Marsh or swamp

Mine or Quarry


Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot


Sinkhole

Slide or Slip


Sodic Spot


- Water Features


Streams and Canals
- Transportation


Rails

Interstate Highways


US Routes


Major Roads


Local Roads
- Background


Aerial Photography


- Soil Spot


Spoil Area

Stony Spot

Very Stony Spot

Wet Spot

Other

Special Line Features

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Kendall County, Illinois  
Survey Area Data: Version 20, Aug 28, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 18, 2020—Jul 3, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

| Map Unit Symbol                    | Map Unit Name                                      | Acres in AOI | Percent of AOI |
|------------------------------------|--|--------------|----------------|
| 356A                               | Elpaso silty clay loam, 0 to 2 percent slopes      | 0.1          | 1.5%           |
| 541B                               | Graymont silt loam, 2 to 5 percent slopes          | 0.8          | 21.2%          |
| 541C2                              | Graymont silt loam, 5 to 10 percent slopes, eroded | 2.0          | 51.5%          |
| 614A                               | Chenoa silty clay loam, 0 to 2 percent slopes      | 1.0          | 25.9%          |
| <b>Totals for Area of Interest</b> |  | <b>3.8</b>   | <b>100.0%</b>  |

Hydantic Group

B/D

C

C

C/D

Prepared: 02/09/2024

## ARBEEN LANDSCAPING Detention Basins and Orifice Sizing

### 1.) Property Area:

|                                |              |                 |
|--------------------------------|--------------|-----------------|
| Property Area (excluding ROW): | 3.75 Acres = | 0.005863 Sq. Mi |
| Detained onsite Area:          | 3.27 Acres = | 0.005113 Sq. Mi |
| Un-detained onsite Area:       | 0.48 Acres = | 0.000750 Sq. Mi |

### 2.) Offsite Tributary Area:

|                         |              |                 |
|-------------------------|--------------|-----------------|
| Offsite Tributary Area: | 0.00 Acres = | 0.000000 Sq. Mi |
|-------------------------|--------------|-----------------|

Note: Minimal North Upstream offsite area is neglectble and not considered in the calculation

### 3.) Calculation of Allowable Release:

|                       |          |                        |                        |
|-----------------------|----------|------------------------|------------------------|
| Allowable Release is: | 0.15 cfs | (2 year event or less) | 0.04 cfs x onsite area |
|                       | 0.56 cfs | (100 year event)       | 0.15 cfs x onsite area |

### 4.) Calculation of Curve Number:

|                          |                    |                 |
|--------------------------|--------------------|-----------------|
| Detained Onsite Area:    | 3.27 Acre=         | 0.005113 Sq. Mi |
| Impervious Area:         | 1.60 acre (CN=98)  |                 |
| Detention Basin:         | 0.56 acre (CN =98) |                 |
| Pervious Area:           | 1.11 acre (CN=74)  |                 |
| Composite CN:            | 89.8               |                 |
| Un-Detained Onsite Area: | 0.48 Acre=         | 0.000750 Sq. Mi |
| Impervious Area:         | 0.00 acre (CN=98)  |                 |
| Pervious Area:           | 0.48 acre (CN=74)  |                 |
| Composite CN:            | 74.0               |                 |

### 5.) Time of Concentration (Tc):

Tc = 0.17 Hr. (=10 min. Reasonably Estimated)

### 6.) Proposed Restrictor Design

Use Orifice Equation to size proposed restrictor:

#### Outfall Pipe Release (2 year)

|                   |             |
|-------------------|-------------|
| Cd                | 0.61        |
| Dia               | 1.375 in    |
| Area              | 0.010 sq ft |
| Invert of Orifice | 723.50      |
| Center of Orifice | 723.56      |



Prepared: 02/09/2024

**Orifice Release (lower)**

| Elev.<br>Stage | Head | Orifice<br>Discharge |
|----------------|------|----------------------|
| 723.50         | 0.00 | 0.000                |
| 724.00         | 0.44 | 0.034                |
| 725.00         | 1.44 | 0.061                |
| 726.00         | 2.44 | 0.079                |
| 726.30         | 2.74 | 0.084                |
| 727.00         | 3.44 | 0.094                |
| 728.00         | 4.44 | 0.106                |
| 729.00         | 5.44 | 0.118                |

Head = Stage less Center of Orifice  
Orifice Discharge =  $C_d \times (2gxH)^{0.5} \times \text{Area}$

**Outfall Pipe Release (100 year)**

Cd 0.61  
Dia 2.125 in  
Area 0.025 sq ft  
Invert of Orifice 726.30  
Center of Orifice 726.39

**Orifice Release (Upper)**

| Elev.<br>Stage | Head | Orifice<br>Discharge |
|----------------|------|----------------------|
| 723.50         | 0.00 | 0.000                |
| 724.00         | 0.00 | 0.000                |
| 725.00         | 0.00 | 0.000                |
| 726.00         | 0.00 | 0.000                |
| 726.30         | 0.00 | 0.000                |
| 727.00         | 0.61 | 0.094                |
| 728.00         | 1.61 | 0.153                |
| 729.00         | 2.61 | 0.195                |

Head = Stage less Center of Orifice  
Orifice Discharge =  $C_d \times (2gxH)^{0.5} \times \text{Area}$

**Total Orifice Release**

| Elev.<br>Stage | Orifice<br>Discharge |
|----------------|----------------------|
| 723.50         | 0.000                |
| 724.00         | 0.034                |
| 725.00         | 0.061                |
| 726.00         | 0.079                |
| 726.30         | 0.084                |
| 727.00         | 0.188                |
| 728.00         | 0.259                |
| 729.00         | 0.313                |

**7.) Calculation of Storage**

Onsite Detention Basin

| Contour | Area<br>sf | Area<br>Acre | Vol.<br>Ac.Ft. | Accumulated<br>Volume |
|---------|------------|--------------|----------------|-----------------------|
| 723.50  | 0          | 0.000        | 0.000          | 0.000                 |
| 724.00  | 2,193      | 0.050        | 0.013          | 0.013                 |
| 725.00  | 8,669      | 0.199        | 0.125          | 0.137                 |
| 726.00  | 16,395     | 0.376        | 0.288          | 0.425                 |
| 726.30  | 17,157     | 0.394        | 0.116          | 0.540                 |
| 727.00  | 18,936     | 0.435        | 0.290          | 0.831                 |
| 728.00  | 21,576     | 0.495        | 0.465          | 1.296                 |
| 729.00  | 24,318     | 0.558        | 0.527          | 1.822                 |

Prepared: 02/09/2024

**8.) Stage-Discharge-Storage Table**

| Stage  | Discharge | Storage |
|--------|-----------|---------|
| 723.50 | 0.000     | 0.000   |
| 724.00 | 0.034     | 0.013   |
| 725.00 | 0.061     | 0.137   |
| 726.00 | 0.079     | 0.425   |
| 726.30 | 0.084     | 0.540   |
| 727.00 | 0.188     | 0.831   |
| 728.00 | 0.259     | 1.296   |
| 729.00 | 0.313     | 1.822   |

**9.) Results:** The TR-20 model produced the following result:

**2 Year**

Peak Elevation in onsite SWMF: 726.25 ft.  
 Peak Discharge (Restricted + Unrestricted): 0.15 cfs ( 2 Yr-24 Hr)  
 Allowable Discharge: 0.15 cfs

**100 Year** The TR-20 model produced the following result:

Peak Elevation in onsite SWMF: 728.76 ft.  
 Storage at Peak Elevation: 1.696 acre-feet  
 Peak Discharge (Restricted + Unrestricted): 0.55 cfs (100 Yr-24 Hr)  
 Allowable Discharge: 0.56 cfs

**10.) Overflow Weir Capacity**

Proposed Overflow Discharge, Broad-crested Weir

Required Weir Capacity: 2.58 cfs (100 Yr 24 Hr inflow to Detention Basin per TR-20)  
 Broad Crested Weir 26 ft at Emergency Spillway

Q= CxLxH<sup>1.5</sup>  
 Weir Elevation= 730.00

| Elev. Stage | Weir Head | C Value | Weir Discharge (cfs) |               |
|-------------|-----------|---------|----------------------|---------------|
| 730.00      | 0.00      | 2.7     | 0.00                 |               |
| 730.12      | 0.12      | 2.7     | 2.92 ≥               | 2.58 cfs, OK! |

*Prop. Condition*

1

\*\*\*\*\*80-80 LIST OF INPUT DATA FOR TR-20 HYDROLOGY\*\*\*\*\*

| JOB TR-20 |        | TITLE                        |         | ARDEEN LANDSCAPING, KENDALL CO, IL; |       | SUMMARY         |       | NO PLOTS |         |
|-----------|--------|------------------------------|---------|-------------------------------------|-------|-----------------|-------|----------|---------|
| TITLE     |        | PROPOSED CONDITION-2YR&100YR |         | 02/09/24;                           |       | [PROP6.T20], JL |       |          |         |
| 5         | RAINFL | 7                            | .04     | 0.00                                | 0.08  | 0.18            | 0.28  | 0.38     | HUFF    |
| 8         |        |                              | 0.47    | 0.56                                | 0.62  | 0.67            | 0.71  | 0.71     | 1STQTR  |
| 8         |        |                              | 0.74    | 0.77                                | 0.80  | 0.83            | 0.85  | 0.85     | POINT   |
| 8         |        |                              | 0.87    | 0.89                                | 0.91  | 0.93            | 0.94  | 0.94     |         |
| 8         |        |                              | 0.95    | 0.97                                | 0.98  | 0.99            | 1.00  | 1.00     |         |
| 9         | ENDTBL | 8                            | .04     | 0.00                                | 0.02  | 0.05            | 0.08  | 0.11     | HUFF    |
| 8         |        |                              | 0.16    | 0.21                                | 0.28  | 0.36            | 0.45  | 0.45     | 2NDQTR  |
| 8         |        |                              | 0.54    | 0.62                                | 0.70  | 0.75            | 0.80  | 0.80     | POINT   |
| 8         |        |                              | 0.85    | 0.88                                | 0.90  | 0.92            | 0.94  | 0.94     |         |
| 8         |        |                              | 0.95    | 0.97                                | 0.98  | 0.99            | 1.00  | 1.00     |         |
| 9         | ENDTBL | 9                            | .04     | 0.00                                | 0.02  | 0.04            | 0.07  | 0.09     | HUFF    |
| 8         |        |                              | 0.12    | 0.14                                | 0.17  | 0.20            | 0.23  | 0.23     | 3RDQTR  |
| 8         |        |                              | 0.26    | 0.31                                | 0.36  | 0.44            | 0.52  | 0.52     | POINT   |
| 8         |        |                              | 0.61    | 0.70                                | 0.78  | 0.85            | 0.90  | 0.90     |         |
| 8         |        |                              | 0.93    | 0.95                                | 0.97  | 0.99            | 1.00  | 1.00     |         |
| 3         | STRUCT | 01                           |         |                                     |       |                 |       |          |         |
| 8         |        |                              |         | 723.50                              | 0.000 | 0.000           | 0.000 | 0.000    |         |
| 8         |        |                              |         | 724.00                              | 0.034 | 0.034           | 0.013 | 0.013    |         |
| 8         |        |                              |         | 725.00                              | 0.061 | 0.061           | 0.137 | 0.137    |         |
| 8         |        |                              |         | 726.00                              | 0.079 | 0.079           | 0.425 | 0.425    |         |
| 8         |        |                              |         | 726.30                              | 0.084 | 0.084           | 0.540 | 0.540    |         |
| 8         |        |                              |         | 727.00                              | 0.188 | 0.188           | 0.831 | 0.831    |         |
| 8         |        |                              |         | 728.00                              | 0.259 | 0.259           | 1.296 | 1.296    |         |
| 8         |        |                              |         | 729.00                              | 0.313 | 0.313           | 1.822 | 1.822    |         |
| 9         | ENDTBL | 1                            | 0.00075 | 74.0                                | 0.171 | 1               | 1     | 1        | 1       |
| 6         | RUNOFF | 1                            | 0.00511 | 89.8                                | 0.171 | 1               | 1     | 1        | 1       |
| 6         | RUNOFF | 2                            | 723.50  |                                     | 1     | 1               | 1     | 1        | 1       |
| 6         | RESVOR | 2                            | 0.00511 |                                     | 1     | 1               | 1     | 1        | 1       |
| 6         | ADDHYD | 4                            | 0.00511 |                                     | 1     | 1               | 1     | 1        | 1       |
| 7         | ENDTBL | 6                            | 0.50    | 3.34                                | 24.09 | 2               | 24    | 2        | 2Y24H   |
| 7         | COMPUT | 7                            | 0.0     | 0.0                                 | 0.0   | 0.0             | 0.0   | 0.0      | 0.0     |
| 7         | ENDCMP | 1                            | 0.50    | 8.57                                | 24.09 | 2               | 24    | 99       | 100Y24H |
| 7         | INCREM | 6                            | 0.0     | 0.0                                 | 0.0   | 0.0             | 0.0   | 0.0      | 0.0     |
| 7         | COMPUT | 7                            | 0.0     | 0.0                                 | 0.0   | 0.0             | 0.0   | 0.0      | 0.0     |

*Corresponding  
to Bulletin 75*

*Un-Detained  
Co. 18.8*

*Detained*



ENDCMP 1  
ENDJOB 2

1

\*\*\*\*\*80-80 LIST OF INPUT DATA (CONTINUED)\*\*\*\*\*  
0\*\*\*\*\*END OF 80-80 LIST\*\*\*\*\*  
1

TR20 XEQ 02-09-24 10:54 ARDEEN LANDSCAPING, KENDALL CO, IL; 02/09/24; [PROP6.T20], JL JOB 1 PASS 1  
REV PC 09/83(.1) PROPOSED CONDITION-2YR&100YR PAGE 1

COMPUTER PROGRAM FOR PROJECT FORMULATION - HYDROLOGY USER NOTES

THE USERS MANUAL FOR THIS PROGRAM IS THE MAY 1982 DRAFT OF TR-20. CHANGES FROM THE 2/14/74 VERSION INCLUDE:  
REACH ROUTING - THE MODIFIED ATT-KIN ROUTING PROCEDURE REPLACES THE CONVEX METHOD. INPUT DATA PREPARED FOR  
PREVIOUS PROGRAM VERSIONS USING CONVEX ROUTING COEFFICIENTS WILL NOT RUN ON THIS VERSION.

THE PREFERRED TYPE OF DATA ENTRY IS CROSS SECTION DATA REPRESENTATIVE OF A REACH. IT IS RECOMMENDED THAT  
THE OPTIONAL CROSS SECTION DISCHARGE-AREA PLOTS BE OBTAINED WHENEVER NEW CROSS SECTION DATA IS ENTERED.  
THE PLOTS SHOULD BE CHECKED FOR REASONABLENESS AND ADEQUACY OF INPUT DATA FOR THE COMPUTATION OF "M"  
VALUES USED IN THE ROUTING PROCEDURE.

GUIDELINES FOR DETERMINING OR ANALYZING REACH LENGTHS AND COEFFICIENTS (X,M) ARE AVAILABLE IN THE USERS  
MANUAL. SUMMARY TABLE 2 DISPLAYS REACH ROUTING RESULTS AND ROUTING PARAMETERS FOR COMPARISON AND CHECKING.

HYDROGRAPH GENERATION - THE PROCEDURE TO CALCULATE THE INTERNAL TIME INCREMENT AND PEAK TIME OF THE UNIT  
HYDROGRAPH HAVE BEEN IMPROVED. PEAK DISCHARGES AND TIMES MAY DIFFER FROM THE PREVIOUS VERSION. OUTPUT  
HYDROGRAPHS ARE STILL INTERPOLATED, PRINTED, AND ROUTED AT THE USER SELECTED MAIN TIME INCREMENT.

INTERMEDIATE PEAKS - METHOD ADDED TO PROVIDE DISCHARGES AT INTERMEDIATE POINTS WITHIN REACHES WITHOUT ROUTING.

OTHER - THIS VERSION CONTAINS SOME ADDITIONS TO THE INPUT AND NUMEROUS MODIFICATIONS TO THE OUTPUT. USER  
OPTIONS HAVE BEEN MODIFIED AND AUGMENTED ON THE JOB RECORD, RAINFALLS ADDED, ERROR AND WARNING MESSAGES  
EXPANDED, AND THE SUMMARY TABLES COMPLETELY REVISED. THE HOLDOUT OPTION IS NOT OPERATIONAL AT THIS TIME.

PROGRAM QUESTIONS OR PROBLEMS SHOULD BE DIRECTED TO HYDRAULIC ENGINEERS AT THE SCS NATIONAL TECHNICAL CENTERS:  
CHESTER, PA (NORTHEAST) -- 215-499-3933, FORT WORTH, TX (SOUTH) -- 334-5242 (FTS)  
LINCOLN, NB (MIDWEST) -- 541-5318 (FTS), PORTLAND, OR (WEST) -- 423-4099 (FTS)

PROGRAM CHANGES SINCE MAY 1982:

12/17/82 - CORRECT PEAK RATE FACTOR FOR USER ENTERED DIMHYD

5/02/83 - CORRECT REACH ROUTING PEAK TRAVEL TIME PRINTED WITH FULLPRINT OPTION  
CORRECT COMPUTATIONS FOR ---  
1. DIVISION OF BASEFLOW IN DIVERT OPERATION  
2. HYDROGRAPH VOLUME SPLIT BETWEEN BASEFLOW AND ABOVE BASEFLOW  
3. CROSS SECTION DATA PLOTTING POSITION  
4. INTERMEDIATE PEAK WHEN "FROM" AREA IS LARGER THAN "THRU" AREA  
5. STORAGE ROUTED REACH TRAVEL TIME FOR MULTIPLE PEAK HYDROGRAPH  
6. ORDERING "FLOW-FREQ" FILE FROM SUMMARY TABLE #3 DATA  
7. BASEFLOW ENTERED WITH READHYD  
8. LOW FLOW SPLIT DURING DIVERT PROCEDURE #2 WHEN SECTION RATINGS START AT DIFFERENT ELEVATIONS  
ENHANCEMENTS ---  
1. REPLACE USER MANUAL ERROR CODES (PAGE 4-9 TO 4-11) WITH MESSAGES  
2. LABEL OUTPUT HYDROGRAPH FILES WITH CROSS SECTION/STRUCTURE, ALTERNATE AND STORM NO'S  
09/01/83 - CORRECT INPUT AND OUTPUT ERRORS FOR INTERMEDIATE PEAKS  
CORRECT COMBINATION OF RATING TABLES FOR DIVERT  
CHECK REACH ROUTING PARAMETERS FOR ACCEPTABLE LIMITS  
ELIMINATE MINIMUM REACH TRAVEL TIME WHEN ANT-KIN COEFFICIENT EQUALS ONE

1

TR20 XEQ 02-09-24 10:54 ARDEN LANDSCAPING, KENDALL CO, IL; 02/09/24; [PROP6.T20], JL JOB 1 PASS 1  
REV PC 09/83(.1) PROPOSED CONDITION-2YR&100YR PAGE 2

EXECUTIVE CONTROL OPERATION INCREM MAIN TIME INCREMENT = .50 HOURS RECORD ID

RECORD ID 2Y24H

EXECUTIVE CONTROL OPERATION COMPUT

FROM XSECTION 1 TO XSECTION 3  
STARTING TIME = .00 RAIN DEPTH = 3.34 RAIN DURATION= 24.00 RAIN TABLE NO.= 9 ANT. MOIST. COND= 2  
ALTERNATE NO.=24 STORM NO.= 2 MAIN TIME INCREMENT = .50 HOURS

OPERATION RUNOFF CROSS SECTION 1

\*\*\* WARNING-NO PEAK FOUND, MAXIMUM DISCHARGE = .02 CFS.

PEAK TIME(HRS) 22.00  
15.00  
PEAK DISCHARGE(CFS) .02  
.08  
PEAK ELEVATION(FEET)  
(RUNOFF)  
(RUNOFF)

TIME(HRS) FIRST HYDROGRAPH POINT = .00 HOURS TIME INCREMENT = .50 HOURS DRAINAGE AREA = .00 SQ.MI.  
10.00 DISCHG .01 .02 .04 .05 .07  
15.00 DISCHG .08 .07 .07 .05 .03  
20.00 DISCHG .02 .02 .02 .01 .00

RUNOFF VOLUME ABOVE BASEFLOW = 1.09 WATERSHED INCHES, .53 CFS-HRS, .04 ACRE-FEET; BASEFLOW = .00 CFS  
--- HYDROGRAPH FOR XSECTION 1, ALTERNATE 24, STORM 2, ADDED TO OUTPUT HYDROGRAPH FILE ---

OPERATION RUNOFF CROSS SECTION 2

\*\*\* WARNING-NO PEAK FOUND, MAXIMUM DISCHARGE = .21 CFS.

| PEAK TIME(HRS) | PEAK DISCHARGE(CFS) | PEAK ELEVATION(FEET) |
|----------------|---------------------|----------------------|
| 22.00          | .21                 | (RUNOFF)             |
| 15.00          | .89                 | (RUNOFF)             |

| TIME(HRS) | FIRST HYDROGRAPH POINT = | .00 HOURS | TIME INCREMENT = | .50 HOURS | DRAINAGE AREA = | .01 SQ.MI. |
|-----------|--------------------------|-----------|------------------|-----------|-----------------|------------|
| .00       | DISCHG                   | .00       | .00              | .00       | .02             | .07        |
| 5.00      | DISCHG                   | .06       | .11              | .13       | .14             | .19        |
| 10.00     | DISCHG                   | .35       | .37              | .39       | .67             | .76        |
| 15.00     | DISCHG                   | .89       | .84              | .74       | .72             | .86        |
| 20.00     | DISCHG                   | .21       | .21              | .21       | .55             | .32        |
|           |                          |           |                  |           | .11             | .22        |
|           |                          |           |                  |           | .00             | .32        |

RUNOFF VOLUME ABOVE BASEFLOW = 2.23 WATERSHED INCHES, 7.34 CFS-HRS, .61 ACRE-FEET; BASEFLOW = .00 CFS  
--- HYDROGRAPH FOR XSECTION 2, ALTERNATE 24, STORM 2, ADDED TO OUTPUT HYDROGRAPH FILE ---

OPERATION RESVOR STRUCTURE 1

TR20 XEQ 02-09-24 10:54 ARDEEN LANDSCAPING, KENDALL CO, IL; 02/09/24; [PROP6.T20], JL JOB 1 PASS 1  
REV PC 09/83(.1) PROPOSED CONDITION-2YR&100YR PAGE 3

\*\*\* WARNING-NO PEAK FOUND, MAXIMUM DISCHARGE = .08 CFS.

| PEAK TIME(HRS) | PEAK DISCHARGE(CFS) | PEAK ELEVATION(FEET) |
|----------------|---------------------|----------------------|
| 23.00          | .08                 | 726.25               |

| TIME(HRS) | FIRST HYDROGRAPH POINT = | .00 HOURS | TIME INCREMENT = | .50 HOURS | DRAINAGE AREA = | .01 SQ.MI. |
|-----------|--------------------------|-----------|------------------|-----------|-----------------|------------|
| .00       | DISCHG                   | .00       | .00              | .00       | .00             | .01        |
| .00       | ELEV                     | 723.50    | 723.50           | 723.50    | 723.50          | 723.62     |
| 5.00      | DISCHG                   | .01       | .02              | .03       | .04             | .04        |
| 5.00      | ELEV                     | 723.71    | 723.78           | 724.01    | 724.08          | 724.27     |
| 10.00     | DISCHG                   | .04       | .05              | .05       | .06             | .07        |
| 10.00     | ELEV                     | 724.34    | 724.45           | 724.56    | 724.68          | 725.43     |
| 15.00     | DISCHG                   | .07       | .07              | .08       | .08             | .08        |
|           | ELEV                     | 725.55    | 725.66           | 725.77    | 725.97          | 726.15     |

2 Yr. 24 Hr. HWL



| TR20   | XEQ    | 02-09-24 | 10:54  | ARDEEN LANDSCAPING, KENDALL CO, IL; | 02/09/24; | [PROP6.T20], JL | JOB    |
|--------|--------|----------|--------|-------------------------------------|-----------|-----------------|--------|
| REV    | PC     | 09/83(1) |        | PROPOSED CONDITION-2YR&100YR        |           |                 |        |
| 105.00 | DISCHG | .04      | .04    | .04                                 | .04       | .04             | .04    |
| 105.00 | ELEV   | 724.39   | 724.38 | 724.36                              | 724.33    | 724.30          | 724.28 |
| 110.00 | DISCHG | .04      | .04    | .04                                 | .04       | .04             | .04    |
| 110.00 | ELEV   | 724.25   | 724.24 | 724.22                              | 724.20    | 724.17          | 724.14 |
| 115.00 | DISCHG | .04      | .04    | .04                                 | .04       | .04             | .03    |
| 115.00 | ELEV   | 724.12   | 724.11 | 724.09                              | 724.07    | 724.05          | 724.01 |
| 120.00 | DISCHG | .03      | .03    | .03                                 | .02       | .02             | .01    |
| 120.00 | ELEV   | 724.00   | 723.95 | 723.91                              | 723.86    | 723.76          | 723.71 |



125.00 DISCHG .01 .01 .01 .01  
125.00 ELEV 723.67 723.65 723.64 723.62

OPERATION ADDHYD CROSS SECTION 3

\*\*\* WARNING-NO PEAK FOUND, MAXIMUM DISCHARGE = .09 CFS.

PEAK TIME (HRS) PEAK DISCHARGE (CFS) PEAK ELEVATION (FEET)  
23.00 .09 (NULL)  
16.00 .15 (NULL)

2 Hr. > 4 Hr. Peak Discharge  
(Restricted + Unrestricted)

| TIME (HRS) | FIRST HYDROGRAPH POINT = | TIME INCREMENT = | PEAK ELEVATION (FEET) | DRAINAGE AREA = | .01 SQ. MI. |
|------------|--------------------------|------------------|-----------------------|-----------------|-------------|
| .00        | .00                      | .00              | .00                   | .00             | .01         |
| 5.00       | .01                      | .04              | .04                   | .04             | .04         |
| 10.00      | .05                      | .07              | .10                   | .12             | .14         |
| 15.00      | .15                      | .15              | .13                   | .11             | .10         |
| 20.00      | .10                      | .11              | .09                   | .08             | .08         |
| 25.00      | .08                      | .08              | .08                   | .08             | .08         |
| 30.00      | .08                      | .08              | .08                   | .08             | .08         |
| 35.00      | .08                      | .08              | .08                   | .08             | .08         |
| 40.00      | .08                      | .08              | .08                   | .08             | .08         |
| 45.00      | .08                      | .08              | .08                   | .08             | .08         |
| 50.00      | .07                      | .07              | .07                   | .07             | .07         |
| 55.00      | .07                      | .07              | .07                   | .07             | .07         |
| 60.00      | .07                      | .07              | .07                   | .07             | .07         |
| 65.00      | .07                      | .07              | .07                   | .07             | .07         |
| 70.00      | .07                      | .07              | .07                   | .07             | .07         |
| 75.00      | .06                      | .06              | .06                   | .06             | .06         |
| 80.00      | .06                      | .06              | .06                   | .06             | .06         |
| 85.00      | .06                      | .06              | .06                   | .06             | .06         |
| 90.00      | .06                      | .06              | .06                   | .06             | .06         |
| 95.00      | .05                      | .05              | .05                   | .05             | .05         |
| 100.00     | .05                      | .05              | .05                   | .05             | .05         |
| 105.00     | .04                      | .04              | .04                   | .04             | .04         |
| 110.00     | .04                      | .04              | .04                   | .04             | .04         |
| 115.00     | .04                      | .04              | .04                   | .04             | .04         |
| 120.00     | .03                      | .03              | .03                   | .03             | .03         |
| 125.00     | .01                      | .01              | .02                   | .02             | .01         |

RUNOFF VOLUME ABOVE BASEFLOW = 2.09 WATERSHED INCHES, 7.92 CFS-HRS, .65 ACRE-FEET; BASEFLOW = .00 CFS

1

--- HYDROGRAPH FOR XSECTION 3, ALTERNATE 24, STORM 2, ADDED TO OUTPUT HYDROGRAPH FILE ---

RECORD ID

EXECUTIVE CONTROL OPERATION ENDCMP  
COMPUTATIONS COMPLETED FOR PASS 1

RECORD ID

EXECUTIVE CONTROL OPERATION INCREM  
MAIN TIME INCREMENT = .50 HOURS

RECORD ID 100Y24H

EXECUTIVE CONTROL OPERATION COMPUT

FROM XSECTION 1 TO XSECTION 3  
STARTING TIME = .00 RAIN DEPTH = 8.57 RAIN DURATION= 24.00 RAIN TABLE NO.= 9 ANT. MOIST. COND= 2  
ALTERNATE NO.=24 STORM NO.=99 MAIN TIME INCREMENT = .50 HOURS

*100 Yr. 24 Hr. Peak Runoff from 0.48 Ac. where it is 100% previous.  
Peak Runoff per Ac. of Tributary Area  
 $\frac{0.32 \text{ cfs}}{0.48 \text{ Ac.}} = 0.67 \text{ cfs/Ac.}$*

OPERATION RUNOFF CROSS SECTION 1

\*\*\* WARNING-NO PEAK FOUND, MAXIMUM DISCHARGE = .08 CFS.

PEAK TIME (HRS)  
22.00  
15.00

PEAK DISCHARGE (CFS)  
.08  
.32  
PEAK ELEVATION (FEET)  
(RUNOFF)

| TIME (HRS)   | FIRST HYDROGRAPH POINT = | .00 HOURS | TIME INCREMENT = | .50 HOURS | DRAINAGE AREA = | .00 SQ.MI. |
|--------------|--------------------------|-----------|------------------|-----------|-----------------|------------|
| .00 DISCHG   | .00                      | .00       | .00              | .00       | .00             | .01        |
| 5.00 DISCHG  | .02                      | .03       | .04              | .05       | .06             | .06        |
| 10.00 DISCHG | .12                      | .13       | .14              | .23       | .27             | .31        |
| 15.00 DISCHG | .32                      | .29       | .27              | .26       | .12             | .08        |
| 20.00 DISCHG | .08                      | .08       | .08              | .04       | .00             |            |

RUNOFF VOLUME ABOVE BASEFLOW = 5.30 WATERSHED INCHES, 2.57 CFS-HRS, .21 ACRE-FEET; BASEFLOW = .00 CFS

--- HYDROGRAPH FOR XSECTION 1, ALTERNATE 24, STORM 99, ADDED TO OUTPUT HYDROGRAPH FILE ---

OPERATION RUNOFF CROSS SECTION 2

PEAK TIME (HRS)  
14.78

PEAK DISCHARGE (CFS)  
2.58  
PEAK ELEVATION (FEET)  
(RUNOFF)

| TIME (HRS)   | FIRST HYDROGRAPH POINT = | .00 HOURS | TIME INCREMENT = | .50 HOURS | DRAINAGE AREA = | .01 SQ.MI. |
|--------------|--------------------------|-----------|------------------|-----------|-----------------|------------|
| .00 DISCHG   | .00                      | .00       | .02              | .11       | .29             | .44        |
| 5.00 DISCHG  | .42                      | .61       | .66              | .69       | .74             | .75        |
| 10.00 DISCHG | 1.29                     | 1.31      | 1.33             | 2.18      | 2.21            | 2.54       |
| 15.00 DISCHG | 2.57                     | 2.40      | 2.08             | 2.02      | .91             | .87        |

*100 Yr. 24 Hr. Inflow To Detention Basin*



1 20.00 DISCHG .58 .58 .58 .58 .29 .29 .00

TR20 XEQ 02-09-24 10:54 ARDEN LANDSCAPING, KENDALL CO, IL; 02/09/24; [PROP6.T20], JL JOB 1 PASS 2  
REV PC 09/83(.1) PROPOSED CONDITION-2YR&100YR PAGE 6

RUNOFF VOLUME ABOVE BASEFLOW = 7.18 WATERSHED INCHES, 23.67 CFS-HRS, 1.96 ACRE-FEET; BASEFLOW = .00 CFS

--- HYDROGRAPH FOR XSECTION 2, ALTERNATE 24, STORM 99, ADDED TO OUTPUT HYDROGRAPH FILE ---

OPERATION RESVOR STRUCTURE 1

\*\*\* WARNING-NO PEAK FOUND, MAXIMUM DISCHARGE = .30 CFS.

| TIME(HRS) | DISCHG | FIRST HYDROGRAPH POINT = | .00 HOURS | TIME INCREMENT = | .50 HOURS | PEAK DISCHARGE(CFS) | PEAK ELEVATION(Feet) | DRAINAGE AREA = | .01 SQ.MI. |
|-----------|--------|--------------------------|-----------|------------------|-----------|---------------------|----------------------|-----------------|------------|
| .00       | DISCHG | .00                      | .00       | .01              | .03       | .04                 | 724.15               | .04             | .05        |
| .00       | ELEV   | 723.50                   | 723.50    | 723.61           | 723.89    | 724.06              | 724.15               | 724.26          | 724.41     |
| 5.00      | DISCHG | .05                      | .06       | .06              | .06       | .07                 | 725.37               | .07             | .07        |
| 5.00      | ELEV   | 724.55                   | 724.67    | 724.83           | 725.01    | 725.28              | 725.37               | 725.47          | 725.57     |
| 10.00     | DISCHG | .07                      | .08       | .09              | .12       | .15                 | 726.98               | .18             | .20        |
| 10.00     | ELEV   | 725.71                   | 725.88    | 726.05           | 726.18    | 726.57              | 726.77               | 727.18          | 727.39     |
| 15.00     | DISCHG | .23                      | .24       | .26              | .27       | .29                 | 728.55               | .29             | .29        |
| 15.00     | ELEV   | 727.59                   | 727.79    | 727.98           | 728.13    | 728.39              | 728.48               | 728.60          | 728.64     |
| 20.00     | DISCHG | .29                      | .30       | .30              | .30       | .30                 | 728.74               | .30             | .30        |
| 20.00     | ELEV   | 728.66                   | 728.68    | 728.70           | 728.72    | 728.76              | 728.74               | 728.72          | 728.70     |
| 25.00     | DISCHG | .30                      | .29       | .29              | .29       | .29                 | 728.51               | .29             | .28        |
| 25.00     | ELEV   | 728.67                   | 728.65    | 728.63           | 728.61    | 728.56              | 728.54               | 728.49          | 728.47     |
| 30.00     | DISCHG | .28                      | .28       | .28              | .28       | .28                 | 728.29               | .27             | .27        |
| 30.00     | ELEV   | 728.45                   | 728.43    | 728.40           | 728.38    | 728.34              | 728.32               | 728.29          | 728.25     |
| 35.00     | DISCHG | .27                      | .27       | .27              | .27       | .26                 | 728.08               | .26             | .26        |
| 35.00     | ELEV   | 728.23                   | 728.21    | 728.19           | 728.17    | 728.12              | 728.10               | 728.08          | 728.04     |
| 40.00     | DISCHG | .26                      | .26       | .26              | .26       | .25                 | 727.86               | .25             | .25        |
| 40.00     | ELEV   | 728.02                   | 728.00    | 727.98           | 727.95    | 727.91              | 727.89               | 727.86          | 727.82     |
| 45.00     | DISCHG | .24                      | .24       | .24              | .24       | .24                 | 727.65               | .23             | .23        |
| 45.00     | ELEV   | 727.80                   | 727.78    | 727.76           | 727.73    | 727.69              | 727.67               | 727.63          | 727.61     |
| 50.00     | DISCHG | .23                      | .23       | .23              | .23       | .22                 | 727.45               | .22             | .22        |
| 50.00     | ELEV   | 727.59                   | 727.57    | 727.55           | 727.53    | 727.49              | 727.47               | 727.43          | 727.41     |
| 55.00     | DISCHG | .22                      | .21       | .21              | .21       | .21                 | 727.26               | .21             | .20        |
| 55.00     | ELEV   | 727.39                   | 727.37    | 727.35           | 727.33    | 727.30              | 727.28               | 727.24          | 727.22     |
| 60.00     | DISCHG | .20                      | .20       | .20              | .20       | .20                 | 727.08               | .19             | .19        |
| 60.00     | ELEV   | 727.20                   | 727.19    | 727.17           | 727.15    | 727.12              | 727.10               | 727.06          | 727.05     |
| 65.00     | DISCHG | .19                      | .19       | .18              | .18       | .18                 | 727.08               | .17             | .17        |

100 Yr 24 Hr HWL  
728.76



| 65.00 | ELEV   | 727.03 | 727.01 | 727.00 | 726.98 | 726.96 | 726.94 | 726.92 | 726.91 | 726.89 | 726.87 | JOB 1 | PASS 2 |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------|--------|
| 70.00 | DISCHG | .17    | .16    | .16    | .16    | .16    | .15    | .15    | .15    | .15    | .15    |       |        |
| 70.00 | ELEV   | 726.86 | 726.84 | 726.82 | 726.81 | 726.79 | 726.78 | 726.76 | 726.75 | 726.73 | 726.72 |       |        |
| 75.00 | DISCHG | .14    | .14    | .14    | .14    | .14    | .13    | .13    | .13    | .13    | .13    |       |        |
| 75.00 | ELEV   | 726.70 | 726.69 | 726.67 | 726.66 | 726.65 | 726.63 | 726.62 | 726.61 | 726.59 | 726.58 |       |        |
| 80.00 | DISCHG | .12    | .12    | .12    | .12    | .12    | .12    | .11    | .11    | .11    | .11    |       |        |
| 80.00 | ELEV   | 726.57 | 726.56 | 726.54 | 726.53 | 726.52 | 726.51 | 726.50 | 726.49 | 726.48 | 726.47 |       |        |
| 85.00 | DISCHG | .11    | .11    | .10    | .10    | .10    | .10    | .10    | .10    | .10    | .09    |       |        |

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| TR20 XEQ 02-09-24 10:54 | ARDEEN LANDSCAPING, KENDALL CO, IL; | 02/09/24; | [PROP6.T20], JL | JOB 1 | PASS 2 |
|-------------------------|-------------------------------------|-----------|-----------------|-------|--------|
| REV PC 09/83(.1)        | PROPOSED CONDITION-2YR&100YR        |           |                 |       | PAGE 7 |

|        |        |        |        |        |        |        |        |        |        |        |        |  |  |
|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--|--|
| 85.00  | ELEV   | 726.45 | 726.44 | 726.43 | 726.42 | 726.41 | 726.40 | 726.39 | 726.38 | 726.37 | 726.36 |  |  |
| 90.00  | DISCHG | .09    | .09    | .09    | .09    | .09    | .09    | .08    | .08    | .08    | .08    |  |  |
| 90.00  | ELEV   | 726.36 | 726.35 | 726.34 | 726.33 | 726.32 | 726.31 | 726.30 | 726.29 | 726.28 | 726.28 |  |  |
| 95.00  | DISCHG | .08    | .08    | .08    | .08    | .08    | .08    | .08    | .08    | .08    | .08    |  |  |
| 95.00  | ELEV   | 726.27 | 726.26 | 726.25 | 726.24 | 726.23 | 726.22 | 726.21 | 726.20 | 726.19 | 726.19 |  |  |
| 100.00 | DISCHG | .08    | .08    | .08    | .08    | .08    | .08    | .08    | .08    | .08    | .08    |  |  |
| 100.00 | ELEV   | 726.18 | 726.17 | 726.16 | 726.15 | 726.14 | 726.13 | 726.12 | 726.11 | 726.10 | 726.10 |  |  |
| 105.00 | DISCHG | .08    | .08    | .08    | .08    | .08    | .08    | .08    | .08    | .08    | .08    |  |  |
| 105.00 | ELEV   | 726.09 | 726.08 | 726.07 | 726.06 | 726.05 | 726.04 | 726.03 | 726.02 | 726.01 | 726.01 |  |  |
| 110.00 | DISCHG | .08    | .08    | .08    | .08    | .08    | .08    | .08    | .08    | .08    | .08    |  |  |
| 110.00 | ELEV   | 726.00 | 725.99 | 725.98 | 725.97 | 725.96 | 725.95 | 725.94 | 725.93 | 725.92 | 725.90 |  |  |
| 115.00 | DISCHG | .08    | .08    | .08    | .08    | .08    | .08    | .08    | .08    | .08    | .08    |  |  |
| 115.00 | ELEV   | 725.89 | 725.88 | 725.87 | 725.86 | 725.85 | 725.84 | 725.83 | 725.82 | 725.81 | 725.80 |  |  |
| 120.00 | DISCHG | .08    | .07    | .07    | .07    | .07    | .07    | .07    | .07    | .07    | .07    |  |  |
| 120.00 | ELEV   | 725.78 | 725.77 | 725.76 | 725.75 | 725.74 | 725.73 | 725.72 | 725.71 | 725.70 | 725.69 |  |  |
| 125.00 | DISCHG | .07    | .07    | .07    | .07    | .07    | .07    | .07    | .07    | .07    | .07    |  |  |
| 125.00 | ELEV   | 725.68 | 725.67 | 725.66 | 725.65 | 725.64 | 725.63 | 725.62 | 725.61 | 725.59 | 725.58 |  |  |
| 130.00 | DISCHG | .07    | .07    | .07    | .07    | .07    | .07    | .07    | .07    | .07    | .07    |  |  |
| 130.00 | ELEV   | 725.57 | 725.56 | 725.55 | 725.54 | 725.53 | 725.52 | 725.51 | 725.50 | 725.49 | 725.48 |  |  |
| 135.00 | DISCHG | .07    | .07    | .07    | .07    | .07    | .07    | .07    | .07    | .07    | .07    |  |  |
| 135.00 | ELEV   | 725.47 | 725.46 | 725.45 | 725.44 | 725.43 | 725.42 | 725.41 | 725.40 | 725.39 | 725.38 |  |  |
| 140.00 | DISCHG | .07    | .07    | .07    | .07    | .07    | .07    | .07    | .07    | .07    | .07    |  |  |
| 140.00 | ELEV   | 725.37 | 725.37 | 725.36 | 725.35 | 725.34 | 725.33 | 725.32 | 725.31 | 725.30 | 725.29 |  |  |
| 145.00 | DISCHG | .07    | .07    | .07    | .07    | .07    | .07    | .07    | .06    | .06    | .06    |  |  |
| 145.00 | ELEV   | 725.28 | 725.27 | 725.26 | 725.25 | 725.24 | 725.23 | 725.22 | 725.21 | 725.20 | 725.19 |  |  |

OPERATION ADDHYD CROSS SECTION 3

\*\*\* WARNING-NO PEAK FOUND, MAXIMUM DISCHARGE = .38 CFS.

PEAK TIME (HRS)  
22.00  
16.00

PEAK DISCHARGE (CFS)  
.38  
.55

PEAK ELEVATION (FEET)  
(NULL)  
(NULL)

100 Yr. 24 Hr. Peak Discharge  
(Restricted + Unrestricted)

| TIME (HRS) | FIRST HYDROGRAPH POINT = | .00 HOURS | TIME INCREMENT = | .50 HOURS | DRAINAGE AREA = | .01 SQ. MI. |
|------------|--------------------------|-----------|------------------|-----------|-----------------|-------------|
| .00        | DISCHG                   | .00       | .01              | .03       | .04             | .05         |
| 5.00       | DISCHG                   | .06       | .07              | .11       | .12             | .13         |
| 10.00      | DISCHG                   | .19       | .20              | .32       | .41             | .51         |
| 15.00      | DISCHG                   | .55       | .55              | .54       | .48             | .41         |
| 20.00      | DISCHG                   | .37       | .37              | .38       | .34             | .30         |
| 25.00      | DISCHG                   | .30       | .29              | .29       | .29             | .28         |
| 30.00      | DISCHG                   | .28       | .28              | .28       | .27             | .27         |
| 35.00      | DISCHG                   | .27       | .27              | .27       | .26             | .26         |
| 40.00      | DISCHG                   | .26       | .26              | .25       | .25             | .25         |
| 45.00      | DISCHG                   | .24       | .24              | .24       | .24             | .23         |
| 50.00      | DISCHG                   | .23       | .23              | .22       | .22             | .22         |
| 55.00      | DISCHG                   | .22       | .21              | .21       | .21             | .20         |
| 60.00      | DISCHG                   | .20       | .20              | .20       | .19             | .19         |

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TR20 XEQ 02-09-24 10:54 ARDEEN LANDSCAPING, KENDALL CO, IL; 02/09/24; [PROP6.T20], JL JOB 1 PASS 2  
 REV PC 09/83(.1) PROPOSED CONDITION-2YR&100YR PAGE 8

|        |        |     |     |     |     |     |     |     |
|--------|--------|-----|-----|-----|-----|-----|-----|-----|
| 65.00  | DISCHG | .19 | .19 | .18 | .18 | .17 | .17 | .17 |
| 70.00  | DISCHG | .17 | .16 | .16 | .15 | .15 | .15 | .15 |
| 75.00  | DISCHG | .14 | .14 | .14 | .13 | .13 | .13 | .13 |
| 80.00  | DISCHG | .12 | .12 | .12 | .12 | .11 | .11 | .11 |
| 85.00  | DISCHG | .11 | .11 | .10 | .10 | .10 | .10 | .09 |
| 90.00  | DISCHG | .09 | .09 | .09 | .09 | .08 | .08 | .08 |
| 95.00  | DISCHG | .08 | .08 | .08 | .08 | .08 | .08 | .08 |
| 100.00 | DISCHG | .08 | .08 | .08 | .08 | .08 | .08 | .08 |
| 105.00 | DISCHG | .08 | .08 | .08 | .08 | .08 | .08 | .08 |
| 110.00 | DISCHG | .08 | .08 | .08 | .08 | .08 | .08 | .08 |
| 115.00 | DISCHG | .08 | .08 | .08 | .08 | .08 | .08 | .08 |
| 120.00 | DISCHG | .08 | .07 | .07 | .07 | .07 | .07 | .07 |
| 125.00 | DISCHG | .07 | .07 | .07 | .07 | .07 | .07 | .07 |
| 130.00 | DISCHG | .07 | .07 | .07 | .07 | .07 | .07 | .07 |
| 135.00 | DISCHG | .07 | .07 | .07 | .07 | .07 | .07 | .07 |
| 140.00 | DISCHG | .07 | .07 | .07 | .07 | .07 | .07 | .07 |
| 145.00 | DISCHG | .07 | .07 | .07 | .07 | .06 | .06 | .06 |

RUNOFF VOLUME ABOVE BASEFLOW = 6.39 WATERSHED INCHES, 24.17 CFS-HRS, 2.00 ACRE-FEET; BASEFLOW = .00 CFS

--- HYDROGRAPH FOR XSECTION 3, ALTERNATE 24, STORM 99, ADDED TO OUTPUT HYDROGRAPH FILE ---

EXECUTIVE CONTROL OPERATION ENDCMP

COMPUTATIONS COMPLETED FOR PASS 2

RECORD ID

+

EXECUTIVE CONTROL OPERATION ENDJOB

RECORD ID

1

TR20 XEQ 02-09-24 10:54 ARDEEN LANDSCAPING, KENDALL CO, IL; 02/09/24; [PROP6.T20], JL JOB 1 SUMMARY  
 REV PC 09/83(.1) PROPOSED CONDITION-2YR&100YR PAGE 9

SUMMARY TABLE 1 - SELECTED RESULTS OF STANDARD AND EXECUTIVE CONTROL INSTRUCTIONS IN THE ORDER PERFORMED  
 (A STAR(\*) AFTER THE PEAK DISCHARGE TIME AND RATE (CFS) VALUES INDICATES A FLAT TOP HYDROGRAPH  
 A QUESTION MARK(?) INDICATES A HYDROGRAPH WITH PEAK AS LAST POINT.)

| SECTION/<br>STRUCTURE<br>ID | STANDARD<br>CONTROL<br>OPERATION | DRAINAGE<br>AREA<br>(SQ MI) | RAIN<br>TABLE<br># | ANTEC<br>MOIST<br>COND | MAIN<br>INCREM<br>(HR) | PRECIPITATION |                |                  |                   | RUNOFF<br>AMOUNT<br>(IN) | PEAK DISCHARGE |               |               |  |
|-----------------------------|----------------------------------|-----------------------------|--------------------|------------------------|------------------------|---------------|----------------|------------------|-------------------|--------------------------|----------------|---------------|---------------|--|
|                             |                                  |                             |                    |                        |                        | BEGIN<br>(HR) | AMOUNT<br>(IN) | DURATION<br>(HR) | ELEVATION<br>(FT) |                          | TIME<br>(HR)   | RATE<br>(CFS) | RATE<br>(CSM) |  |
| + ALTERNATE 24 STORM 2      |                                  |                             |                    |                        |                        |               |                |                  |                   |                          |                |               |               |  |
| XSECTION 1                  | RUNOFF                           | .00                         | 9                  | 2                      | .50                    | .0            | 3.34           | 24.00            | 1.09              | ---                      | 15.00          | .08           | 102.0         |  |
| XSECTION 2                  | RUNOFF                           | .01                         | 9                  | 2                      | .50                    | .0            | 3.34           | 24.00            | 2.23              | ---                      | 15.00          | .89           | 174.6         |  |
| STRUCTURE 1                 | RESVOR                           | .01                         | 9                  | 2                      | .50                    | .0            | 3.34           | 24.00            | 2.24              | 726.25                   | 23.00?         | .08?          | 16.3          |  |
| XSECTION 3                  | ADDDYD                           | .01                         | 9                  | 2                      | .50                    | .0            | 3.34           | 24.00            | 2.09              | ---                      | 16.00          | .15           | 25.6          |  |
| + ALTERNATE 24 STORM 99     |                                  |                             |                    |                        |                        |               |                |                  |                   |                          |                |               |               |  |
| XSECTION 1                  | RUNOFF                           | .00                         | 9                  | 2                      | .50                    | .0            | 8.57           | 24.00            | 5.30              | ---                      | 15.00          | .32           | 427.7         |  |
| XSECTION 2                  | RUNOFF                           | .01                         | 9                  | 2                      | .50                    | .0            | 8.57           | 24.00            | 7.18              | ---                      | 14.78          | 2.58          | 505.6         |  |
| STRUCTURE 1                 | RESVOR                           | .01                         | 9                  | 2                      | .50                    | .0            | 8.57           | 24.00            | 6.55              | 728.76                   | 22.50?         | .30?          | 58.7          |  |
| XSECTION 3                  | ADDDYD                           | .01                         | 9                  | 2                      | .50                    | .0            | 8.57           | 24.00            | 6.39              | ---                      | 16.00          | .55           | 94.2          |  |

TR20 XEQ 02-09-24 10:54 ARDEEN LANDSCAPING, KENDALL CO, IL; 02/09/24; [PROP6.T20], JL JOB 1 SUMMARY  
 REV PC 09/83(.1) PROPOSED CONDITION-2YR&100YR PAGE 10

SUMMARY TABLE 3 - DISCHARGE (CFS) AT XSECTIONS AND STRUCTURES FOR ALL STORMS AND ALTERNATES

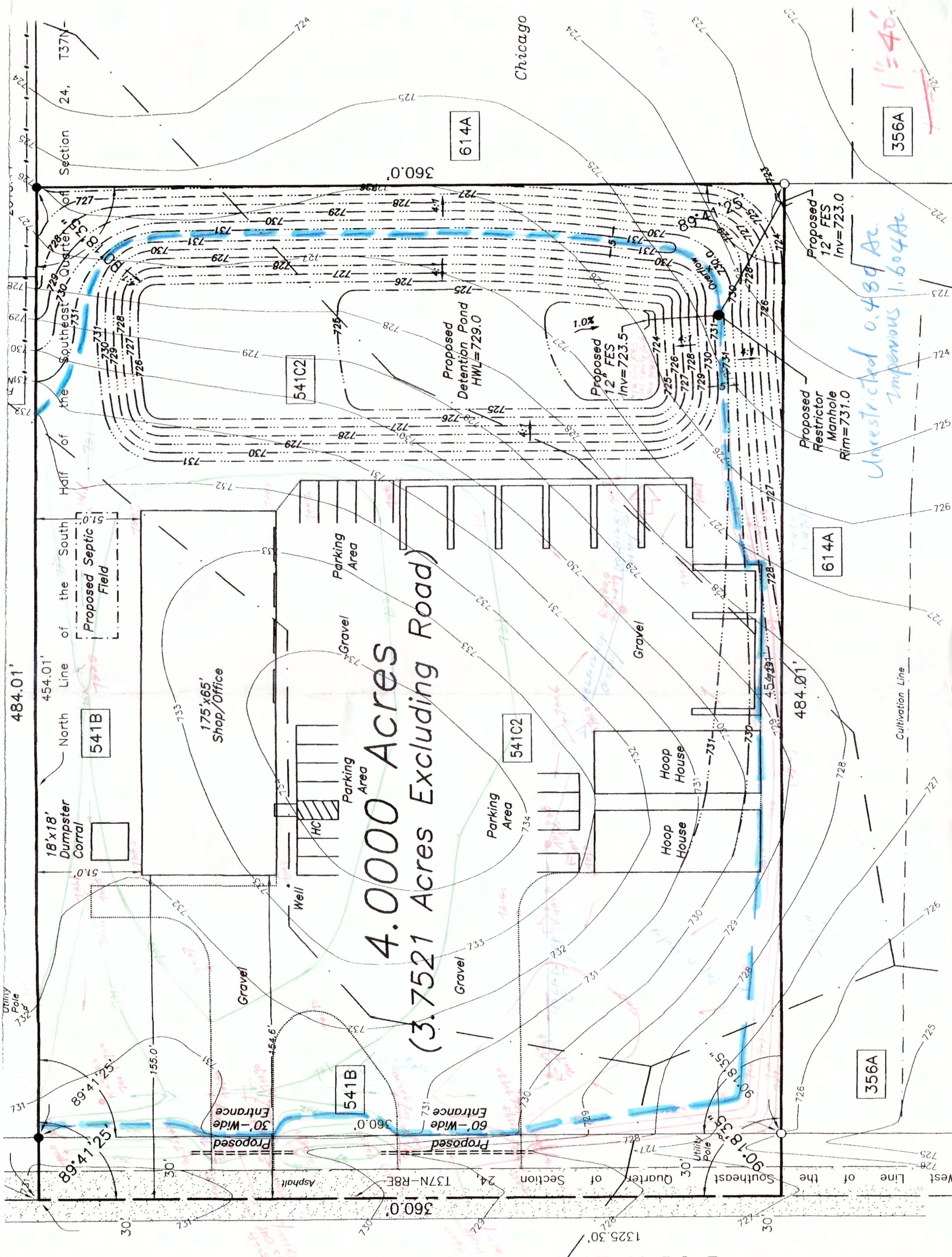
XSECTION/  
STRUCTURE  
ID

DRAINAGE  
AREA  
(SQ MI)

STORM NUMBERS.....  
2 99











1661 Aucutt Road · Montgomery · IL 60538  
Tel: (630) 801-7927 · Fax: (630) 701-1385

Peak Discharge to Downstream offsite under 2023-0579  
100 Yr. 24 Hr. event 02/09/24

Per TR-20 Calc, Peak Runoff per Acre from 100% Pervious Watershed is 0.67 cfs. Apply this factor to the following:  
(All Discharge offsite, except the restricted runoff from detention basin, are from areas of 100% pervious)

Existing Condition  $1.34 \text{ Ac} \times \frac{0.67 \text{ cfs}}{\text{Ac}} = 0.90 \text{ cfs}$

Prop. Condition  $0.24 \text{ Ac} \times \frac{0.67 \text{ cfs}}{\text{Ac}} + \frac{0.55 \text{ cfs}}{2} = 0.43 \text{ cfs} < 0.90 \text{ cfs}$   
OK! restricted runoff from Detention Basin (100 Yr. 24 Hr.) as east & south offsite takes 50% each of restricted runoff from detention basin.

- South offsite

Existing Condition  $1.27 \text{ Ac} \times \frac{0.67 \text{ cfs}}{\text{Ac}} = 0.85 \text{ cfs}$

Prop. Condition  $0.19 \text{ Ac} \times \frac{0.67 \text{ cfs}}{\text{Ac}} + \frac{0.55 \text{ cfs}}{2} = 0.40 \text{ cfs} < 0.85 \text{ cfs OK!}$

- West offsite (Stewart Rd)

Existing Condition  $1.14 \text{ Ac} \times \frac{0.67 \text{ cfs}}{\text{Ac}} = 0.73 \text{ cfs}$

Prop. Condition  $0.05 \text{ Ac} \times \frac{0.67 \text{ cfs}}{\text{Ac}} = 0.03 \text{ cfs} < 0.73 \text{ cfs OK!}$









1661 Aucutt Road · Montgomery · IL 60538  
Tel: (630) 801-7927 · Fax: (630) 701-1385

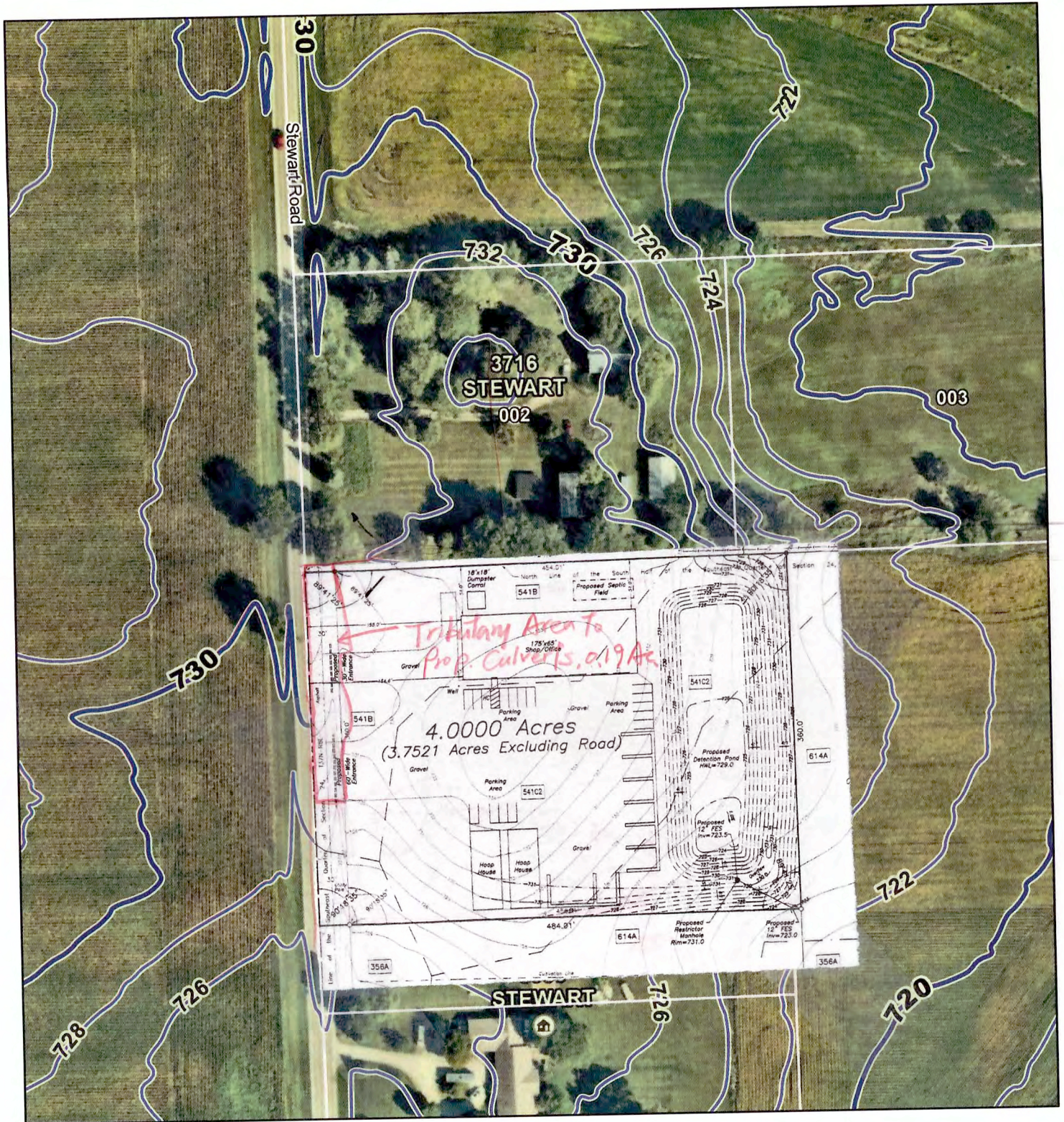
## Prop. Culvert Sizing

2023-0579  
02/09/2024

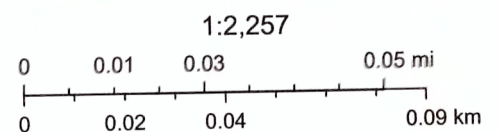
- Tributary Area = 0.19 Ac.
- Runoff Coefficient =  $0.45 \times 50\% + 0.95 \times 50\% = 0.70$
- Intensity "I" =  $\frac{7.50 \text{ in.} \times 0.21}{0.17 \text{ Hr.}} \leftarrow T_c = 10 \text{ Min. as reasonably estimated.}$   
 $\uparrow$  50 Yr. 24 Hr. Depth  
 $\leftarrow$  ratio of x hr/24 hr when  $T_c = 10 \text{ Min.}$   
 $= 9.26 \text{ in./hr.}$
- Peak Runoff  $Q = CIA = 1.23 \text{ (cfs)}$
- Per following worksheet, Headwater = 0.68' under inlet Control & 1.26' under outlet Control. Outlet Control governs.
- Water elev. at upstream end of downstream culvert =  $728.00 + 1.26 = 729.26 < \text{Edge of Pavement at } 729.8 \text{ OK!}$
- Water elev. at upstream end of upstream culvert =  $729.40 + 1.26 = 730.66 < \text{Edge of pavement at } 731.0 \text{ OK!}$



# PBZ Map



2/9/2024, 12:39:05 PM



Nearmap

1" = 140'



**EXAMPLE**

$D = 36$  inches (3.0 feet)  
 $Q = 66$  cfs

|     | $\frac{HW^*}{D}$ | HW feet |
|-----|------------------|---------|
| (1) | 1.8              | 5.4     |
| (2) | 1.55             | 4.7     |
| (3) | 1.6              | 4.8     |

\*D in feet

**EXAMPLE**

To use scale (2) or (3) draw a straight line through known values of size and discharge to intersect scale (1). From point on scale (1) project horizontally to solution on either scale (2) or (3)

**HW/D ENTRANCE SCALE TYPE**

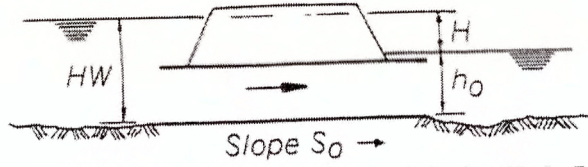
|     |                          |
|-----|--------------------------|
| (1) | Square edge              |
| (2) | Groove end with headwall |
| (3) | Groove end projecting    |

**HEADWATER SCALES**

HEADWATER SCALES 2&3



# HEAD FOR CIRCULAR CONCRETE PIPE CULVERTS FLOWING FULL $n = 0.012$



SUBMERGED OUTLET CULVERT FLOWING FULL  
 $HW = H + h_0 - S_0 L$

For outlet crown not submerged, compute HW by methods described in the design procedure

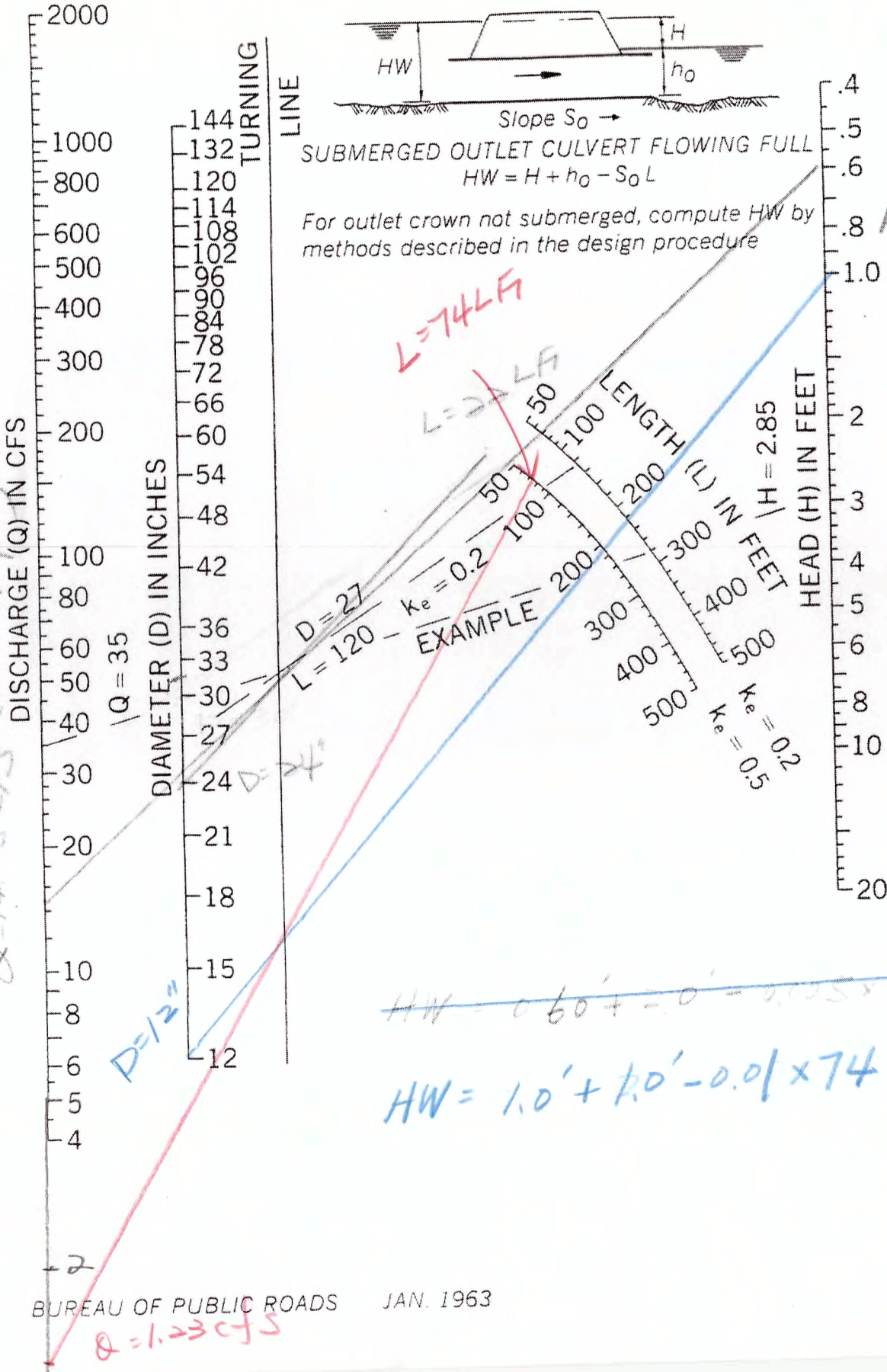




TABLE 11

## NATIONWIDE FLOOD-FREQUENCY PROJECTS

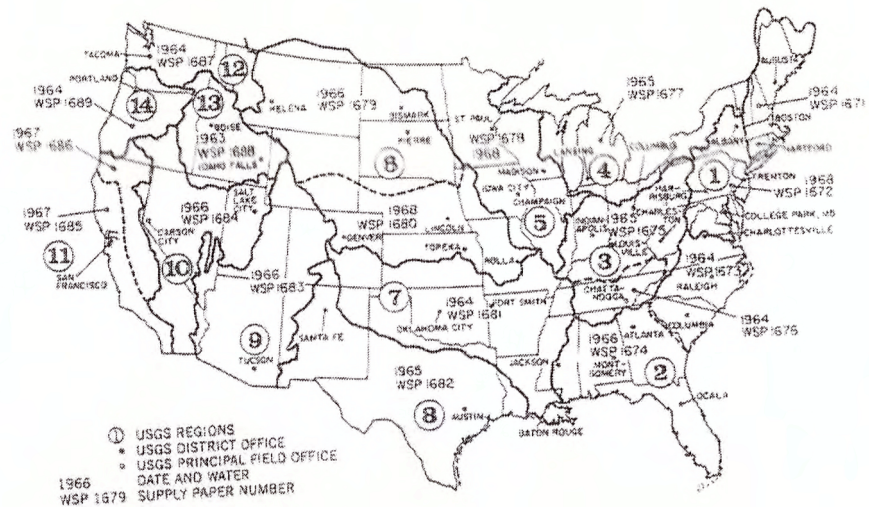


TABLE 12

## ENTRANCE LOSS COEFFICIENTS

Coefficient  $k_e$  to apply to velocity head  $\frac{V^2}{2g}$  for determination of head loss at entrance to a structure, such as a culvert or conduit, operating full or partly full with control at the outlet.

$$\text{Entrance head loss } H_e = k_e \frac{V^2}{2g}$$

## TYPE OF ENTRANCE

COEFFICIENT  $k_e$ 

|   |     |
|---|-----|
| Projecting from fill, socket end (groove-end) | 0.2 |
| Projecting from fill, sq. cut end             | 0.5 |
| Headwall or headwall and wingwalls            | 0.2 |
| Socket end of pipe (groove-end)               | 0.5 |
| Square-edge                                   | 0.2 |
| Rounded (radius = 1/12D)                      | 0.5 |
| End-Section conforming to fill slope*         | 0.5 |

Note: "End Section conforming to fill slope" are the sections commonly available from manufacturers. From limited hydraulic tests they are equivalent in operation to a headwall in both inlet and outlet control. Some end sections, incorporating a closed taper in their design have a superior hydraulic performance.

## TYPE OF STRUCTURE AND DESIGN OF ENTRANCE BOX, REINFORCED CONCRETE

COEFFICIENT  $k_e$ 

|   |     |
|---|-----|
| Headwall parallel to embankment (no wing walls)       | 0.5 |
| Square-edged on 3 edges                               | 0.2 |
| Rounded on 3 edges to radius of 1/12 barrel dimension | 0.2 |
| Wing walls at 30° to 75° to barrel                    | 0.4 |
| Square-edged at crown                                 | 0.2 |
| Crown edge rounded to radius of 1/12 barrel dimension | 0.2 |
| Wing walls at 10° to 25° to barrel                    | 0.5 |
| Square-edged at crown                                 | 0.7 |
| Wing walls parallel (extension of sides)              | 0.7 |
| Square-edged at crown                                 | 0.7 |

BUREAU OF PUBLIC ROADS - JAN. 1963

SUAL

RIOUS AREAS

COFF COEFFICIENTS

|       |              |
|-------|--------------|
| ..... | 0.70 to 0.95 |
| ..... | 0.50 to 0.70 |
| ..... | 0.30 to 0.50 |
| ..... | 0.40 to 0.60 |
| ..... | 0.60 to 0.75 |
| ..... | 0.25 to 0.40 |
| ..... | 0.50 to 0.70 |
| ..... | 0.50 to 0.80 |
| ..... | 0.60 to 0.90 |
| ..... | 0.10 to 0.25 |
| ..... | 0.20 to 0.35 |
| ..... | 0.20 to 0.40 |
| ..... | 0.10 to 0.30 |

SITY  
TORS

| ation<br>nutes | Factor |
|----------------|--------|
| 40             | 0.8    |
| 50             | 0.7    |
| 60             | 0.6    |
| 90             | 0.5    |
| 20             | 0.4    |

VAL FACTORS

| Factor |
|--------|
| 1.0    |
| 1.3    |
| 1.6    |
| 1.9    |
| 2.2    |



Attachment 19, Page 1  
**KENDALL COUNTY**  
**REGIONAL PLANNING COMMISSION**

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

**Meeting Minutes of January 24, 2024 - 7:00 p.m.**

Chairman Bill Ashton called the meeting to order at 7:03 p.m.

**ROLL CALL**

Members Present: Bill Ashton, Eric Bernacki, Dave Hamman, Karin McCarthy-Lange, Larry Nelson, Ruben Rodriguez, Bob Stewart, Claire Wilson, and Seth Wormley

Members Absent: Tom Casey

Staff Present: Matthew H. Asselmeier, Director, and Wanda A. Rolf, Administrative Assistant

Others Present: Dan Kramer

**APPROVAL OF AGENDA**

Member McCarthy-Lange made a motion, seconded by Member Wilson to approve the agenda. With a voice vote of nine (9) ayes, the motion carried.

**APPROVAL OF MINUTES**

Member Nelson made a motion, seconded by Member Rodriguez, to approve the minutes of the of the December 13, 2023, meeting. With a voice vote of nine (9) ayes, the motion carried.

**PETITION**

**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.

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. The Oswego Fire Protection District submitted an email dated December 27, 2023, outlining sprinkling requirements. This email was provided.

ZPAC reviewed the proposal at their meeting on January 2, 2024. The Petitioner's Attorney requested that the deadline to install landscaping be extended to September 1, 2024. Discussion occurred regarding the number of people that might come onto the property in relation to well regulations and septic system location; more information would be provided after the stormwater engineer reviewed the site. Discussion occurred regarding the history and need for front yard setback regulations; concerns were expressed regarding setting a precedent if the variances were granted. ZPAC recommended approval of the proposal with the conditions proposed by Staff (approval of the special use permit and denial of the variances) with the amendment to the deadline for installing landscaping by a vote of nine (9) in favor and zero (0) in opposition and one (1) member absent. The minutes of the meeting were provided.

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.

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.

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. On January 4, 2024, WBK Engineering submitted a letter requesting additional information. This letter was 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 except 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 (20<sup>th</sup>) special use permit for a landscaping business in unincorporated Kendall County.

The proposed findings of fact for the special use permit 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. Numerous landscaping businesses 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.

The proposed findings of fact for the variance were as follows:

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.

Staff recommended approval of the requested special use permit and denial of the requested variances 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 by September 1, 2024.~~ 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. **(Amended at ZPAC)**
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.

Dan Kramer, Attorney for the Petitioner, requested a variance allowing parking and portable hoop houses for growing plants to be located within the front yard setback at location of fifty-one feet (51') from the centerline of Stewart Road instead of one hundred fifty foot (150'). Mr. Kramer compared the setback of other businesses in the area which do not have a setback of one hundred fifty feet (150') and have parking in the front. Mr. Kramer stated that the setback of the property would not infringe on any possible expansion of roadways. The township supervisor called Mr. Kramer and stated his only concern was to guarantee through the special use permit that a thirty-five foot (35') dedication from centerline would occur at no cost. Mr. Kramer agreed to that request. Mr. Kramer stated he tried to contact the Village of Oswego three (3) times but was not able to reach them. He stated he sent certified letters to both the Village and Township of Oswego. Mr. Kramer noted that the site plan would change to reflect the stormwater management of the site and the installation of a berm.

Member Wormley was not in agreement with Mr. Kramer. He stated that this is a rural area and was not developed. Member Wormley was concerned about setting a precedent if an exception was made as requested. The site plan would need to be adjusted to allow room for a septic plant. Member Wormley also stated that the Petitioner would have to install sprinklers in the building which would be very expensive.

Member Bernacki asked the question about farm stand parking under one hundred fifty feet (150') in the front yard setback. Mr. Asselmeier stated farm stands are not allowed to park in the front yard setback. Member Bernacki also stated that a home near the subject property had a seventy foot (70') setback from the centerline. Mr. Kramer stated that Brian Holdiman provided a history of the setback distance at the ZPAC meeting.

Member Wilson discussed the one hundred fifty foot (150') setback. She believed the distance should be looked at and scrutinized. Commissioners discussed the basis for the setbacks and will reevaluate them.



Member Stewart expressed concerns about voting on the proposal if the site plan was going to change.

Discussion occurred regarding the Commission's review of variances and timing of the completion of the revised site plan.

Member Nelson asked if the Petitioner would have revised site plan in time for the January 29, 2024, Zoning Board of Appeals hearing. Mr. Kramer responded, no.

Mr. Kramer requested that the Commission table the Petition until the next meeting. The Petitioner would be willing to move the hoop houses and the parking lot on the site plan.

Without objection, the Commission laid over the Petition until February 28, 2024, meeting at the request of the Petitioner.

### **CITIZENS TO BE HEARD/PUBLIC COMMENT**

None

### **NEW BUSINESS**

#### **Election of Officers-Chairman, Vice Chairman, Treasurer, Secretary and Recording Secretary**

Member Wilson made a motion, seconded by Member McCarthy-Lange, to nominate and approve Bill Ashton for Chairman, Ruben Rodriguez for Vice Chairman, Larry Nelson for Treasurer and Secretary and Matt Asselmeier for Recording Secretary by acclamation. With a voice vote of nine (9) ayes, the nominees were approved.

#### **Appointments to Comprehensive Land Plan and Ordinance Committee**

Member Bernacki made a motion, seconded by Member Rodriguez, to nominate and approve the Comprehensive Land Plan and Ordinance Committee as follows: Larry Nelson (Chairman), Chairman of the Kendall County Regional Planning Commission or Their Designee (Bill Ashton), Chairman of the Kendall County Zoning Board of Appeals or Their Designee (Randy Mohr), Chairman of the Kendall County Board or Their Designee (Matt Kellogg), Chairman of the Kendall County Planning, Building and Zoning Committee or Their Designee (Seth Wormley), Kendall County Soil and Water Conservation District Designee (Alyse Olson), Scott Gengler as Immediate Past Planning, Building and Zoning Committee Chairman, Jeff Wehrli, and Matthew Prochaska. With a voice vote of nine (9) ayes, the nominees were approved.

#### **Discussion of Amending the Future Land Use Map Contained in the Land Resource Management Plan by Reclassifying Properties Between 7775 A/B and 8175 Route 47 from Transportation Corridor to Mixed Use Business; Commission Could Vote to Initiate the Amendment**

Mr. Asselmeier stated the Comprehensive Land Plan and Ordinance Committee discussed the idea of reclassifying properties between 7775 A/B and 8175 Route 47 to Mixed Use Business. A minor change to the text of the Land Resource Management Plan would adjust the percentages noted in the land use for Kendall Township to reflect current conditions. Member Nelson made a motion, seconded by Member Stewart, to initiate the amendment.

The votes were as follows:

Ayes (9): Ashton, Bernacki, Hamman, McCarthy-Lange, Rodriguez, Nelson, Stewart, Wilson, and Wormley

Nays (0): None

Absent (1): Casey

Abstain (0): None

The proposal goes to ZPAC on February 6, 2024.

**Annual Meeting-February 3, 2024 at 9:00 a.m.**

Commissioners reviewed the agenda and decided to add the discussion about obstructions and parking in the front yard setback to the agenda.

**OLD BUSINESS**

None

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

None

**OTHER BUSINESS/ANNOUNCEMENTS**

Mr. Asselmeier reported that for the February 28, 2024, meeting, the proposed landscaping business on Stewart Road would be on the agenda. Also, the owner of the veterinary and kennel at 949 Bell Road wants to rezone the majority of the property to B-3 which will also cause an amendment to the site plan, landscaping plan, and photometric plans of the special use permit. Finally, the proposed reclassification of the properties south of Yorkville on Route 47 would be on the agenda.

**ADJOURNMENT**

Member Nelson made a motion, seconded by Member Wormley, to adjourn. With a voice vote of nine (9) ayes, the motion carried.

The Kendall County Regional Planning Commission meeting adjourned at 8:30 p.m.

Respectfully submitted by,  
Wanda A. Rolf (Administrative Assistant)

Enc.

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

[illegible]

**KENDALL COUNTY  
REGIONAL PLANNING COMMISSION**

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

**Unapproved - Meeting Minutes of February 28, 2024 - 7:00 p.m.**

Chairman Bill Ashton called the meeting to order at 7:01 p.m.

**ROLL CALL**

Members Present: Bill Ashton, Eric Bernacki, Dave Hamman, Karin McCarthy-Lange, Larry Nelson, Ruben Rodriguez, Bob Stewart, Claire Wilson, and Seth Wormley

Members Absent: Tom Casey

Staff Present: Matthew H. Asselmeier, Director, and Wanda A. Rolf, Administrative Assistant

Others Present: Dan Kramer, Tyler Arbeen, Gerald Johnson, Mike Cook, and Deb Chow

**PETITIONS**

**Petition 23-35 Tyler Arbeen on Behalf of Arbeen, LLC**

Mr. Asselmeier provided an update from the January Regional Planning Commission meeting.

At the request of the Petitioner, on January 29, 2024, the Kendall County Zoning Board of Appeals continued this Petition until March 4, 2024. Information related to the January 29, 2024, Kendall County Zoning Board of Appeals hearing was provided.

The Petitioner submitted a revised site plan dated January 30, 2024, which was provided. The changes from the original site plan were as follows:

1. The parking stalls have been moved out of the front yard setback. The parking was retained south of the shop/office building. Parking stalls were added north of the landscaping storage areas and north of the hoop houses. The total number of parking spaces was increased from fifteen (15) to sixteen (16) spaces, including handicapped accessible parking spaces which decreased from two (2) to one (1).
2. Gravel was added between the north entrance of the property and the shop/office building. Gravel was also added by the southern entrance, by the eastern parking area, and north of the landscape material storage area.
3. The three (3) hoop houses inside the front yard setback were removed. The total number of hoop houses decreased from five (5) to two (2).
4. The nursery stock storage area northwest of the shop/office building was removed. The nursery stock storage area east of the shop/office building was also removed.
5. The dumpster area was moved from east of the shop/office building to north of the shop/office building.
6. One (1) detention pond was added. On February 22, 2024, the Petitioner's Engineer submitted stormwater permit related drawings and a stormwater permit. These items were provided. To date, WBK Engineering has not provided comments on the stormwater information.



7. The landscape material storage bins were shifted west to account for the detention pond. The landscaping material storage bins facing north were shifted south to line up with the southern building line of the hoop houses. The total number landscape material storage bins decreased from fourteen (14) to eight (8). No information was provided regarding the dimensions of the landscape material storage bins.

Due the removal of the parking area and hoop houses from the required front yard setback, variances are no longer required provided the remaining hoop houses are located at least ten feet (10') from the southern property line.

On February 21, 2024, the Village of Oswego submitted a letter stating that the proposal will not impact the WIKADUKE Trail. This letter was provided.

The proposed Findings of Fact for the special use permit, based on the new site 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. Numerous landscaping businesses 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 from being 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. This is true if the hoop houses and landscape material storage bins are located at least ten feet (10') from the southern property line.

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.

Staff recommended approval of the requested special use permit subject to the following conditions and restrictions:

1. The site shall be developed substantially in accordance with the attached revised site plan and landscaping plan. 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 attached revised 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 (Attachment 5) 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 (Attachment 4) 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 (Attachment 4) shall be installed ~~within six (6) months of the approval of the special use permit~~ **by September 1, 2024.** 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. **(Amended at ZPAC)**
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.

Dan Kramer, Attorney for the Petitioner, noted that the Petitioner had removed the parking and hoops houses from the front yard setback. He also noted that the Petitioner could back in the future with an amendment to the site plan, if the County changed its rules to allow parking and temporary buildings in front yard setbacks. He explained the location and size of the detention pond.

Member Nelson asked if the Petitioner had addressed the County's concerns. Mr. Asselmeier responded yes.

Mr. Kramer said the Petitioner was withdraw the variance request.

Member Nelson asked, if the County amended the setback rules, would the Petitioner benefit from those changes. Mr. Asselmeier responded yes, but the Petitioner would need to pursue either a major or minor amendment to the special use permit, depending on the nature of the change.

The neighbor to south asked drainage to the property to the south. Mr. Kramer said a small berm would be created with a pipe which should cause less outflow; Mr. Kramer explained the release rate. Discussion occurred regarding which areas would be built up; inlets and underground stormwater infrastructure would be added to the property. No wall would be located on the south property line. Discussion occurred regarding a burning area on the neighboring property to the south. Mr. Kramer stated that the Petitioner purchased the property with the intent of operating a landscaping business onsite; the neighbor said the intent was a small building and trees.

The burn area is a pile where agricultural products from the property were burned.

Member Bernacki asked when work on the pond would begin. Mr. Kramer stated the summer of 2024, pending obtaining applicable permits. The engineering for the site was still under review.

Member Nelson made a motion, seconded by Member Hamman, to recommend approval of special use permit with the conditions proposed by Staff with a condition allowing the Petitioner to place parking and temporary structures in the front yard setback without the need of obtaining an amendment to the special use permit, if the County amended the Zoning Ordinance in the future to allow these types of uses in the front yard setback.

The dumpster will be in the fenced area and the garbage truck would back up and pick up the dumpster.

The votes were as follows:

Ayes (9): Ashton, Bernacki, Hamman, McCarthy-Lange, Rodriguez, Nelson, Stewart, Wilson, and Wormley

Nays (0): None

Absent (1): Casey

Abstain (0): None

The proposal goes to the Kendall County Zoning Board of Appeals on March 4, 2024.

#### **CITIZENS TO BE HEARD/PUBLIC COMMENT**

None



### **OTHER BUSINESS/ANNOUNCEMENTS**

Mr. Asselmeier reported there were no Petitions for the March meeting.

### **ADJOURNMENT**

Member McCarthy-Lange made a motion, seconded by Member Hamman to adjourn. With a voice vote of nine (9) ayes, the motion carried.

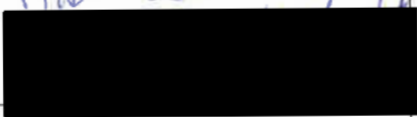
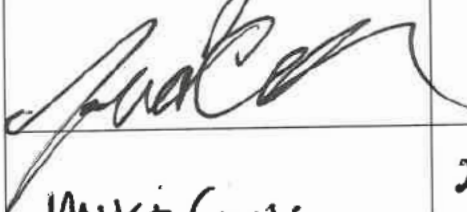
The Kendall County Regional Planning Commission meeting adjourned at 7:45 p.m.

Respectfully submitted by,  
Matthew H. Asselmeier, Director

Encs.

**KENDALL COUNTY  
REGIONAL PLANNING COMMISSION  
FEBRUARY 28, 2024**

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

| NAME  | ADDRESS<br>(OPTIONAL)  | EMAIL ADDRESS<br>(OPTIONAL) |
|---|--|-----------------------------|
| Don Kim   | File 23-35, rd<br> |                             |
| Geoff Hansen  |  |                             |
|  |  |                             |
| MIKE COOK   | 24-01 & 24-02<br>949 BELL RD   |                             |
|   |  |                             |
|   |  |                             |
|   |  |                             |
|   |  |                             |

## News List - Kendall County

# Code Official, Code Enforcement Officer Open House

**Post Date:** 03/12/2024

The Kendall County Code Official and Oswego Township Code Enforcement Officer will host an open house from 8 a.m. to 11 a.m. on Saturday April 20, 2024 at the Oswego Township Building., located at 99 Boulder Hill Pass, Montgomery IL. The objective of the event is to allow the public and any other interested parties an opportunity to ask questions and provide information about Building Permit and County Zoning and Nuisance Ordinances. The session will also answer questions and help educate residents on recently adopted Oswego Township Ordinances, which cover the unincorporated areas of Oswego Township.

No RSVP is needed.

For additional information, please contact Brian Holdiman at the Kendall County Planning, Building and Zoning Department at [BHoldiman@kendallcountyil.gov](mailto:BHoldiman@kendallcountyil.gov) or Rob DeLong at Oswego Township at [Ordinance@oswegotownship.org](mailto:Ordinance@oswegotownship.org).

[Return to full list >>](#)

# KENDALL COUNTY SHERIFF'S OFFICE

## MONTH-END REPORT



MARCH

2024

Submitted by: Sheriff Dwight A. Baird



**OPERATIONS DIVISION**

| <b>POLICE SERVICES</b>     | <b>March-22</b> | <b>March-23</b> | <b>February-24</b> | <b>March-24</b> |
|----------------------------|-----------------|-----------------|--------------------|-----------------|
| Calls for Service          | 612             | 654             | 661                | 634             |
| Police Reports             | 347             | 332             | 337                | 314             |
| Total Arrests              | 118             | 125             | 124                | 122             |
| Ordinance Citations Issued | 3               | 0               | 0                  | 2               |

| <b>TRAFFIC SERVICES</b>  |     |     |     |     |
|--------------------------|-----|-----|-----|-----|
| Traffic Contacts         | 565 | 499 | 626 | 692 |
| Traffic Citations Issued | 299 | 266 | 248 | 277 |
| DUI Arrests              | 10  | 8   | 6   | 5   |

| <b>TRAFFIC CRASH INVESTIGATIONS</b> |           |           |           |           |
|-------------------------------------|-----------|-----------|-----------|-----------|
| Property Damage                     | 36        | 38        | 32        | 29        |
| Personal Injury                     | 14        | 9         | 11        | 6         |
| Fatalities                          | 0         | 0         | 0         | 0         |
| <b>TOTAL CRASH INVESTIGATIONS</b>   | <b>50</b> | <b>47</b> | <b>43</b> | <b>35</b> |

| <b>VEHICLE USAGE</b>                   |          |          |          |          |
|--|----------|----------|----------|----------|
| Total Miles Driven by Sheriff's Office | 54,529   | 56,545   | 63,063   | 58,994   |
| Vehicle Maintenance Expenditures       | \$4,086  | \$4,292  | \$5,934  | \$3,400  |
| Fuel Expenditures                      | \$16,873 | \$13,481 | \$14,291 | \$15,199 |
| Fuel Gallons Purchased                 | 4,195    | 4,175    | 4,689    | 4,710    |
| Squad Damage Reports                   | 0        | 1        | 0        | 1        |

| <b>AUXILIARY DEPUTIES</b>    |           |            |           |           |
|------------------------------|-----------|------------|-----------|-----------|
| Ride-A-Long Hours            | 0         | 5          | 0         | 0         |
| Auxiliary Hours              | 51        | 103        | 35        | 95        |
| <b>TOTAL AUXILIARY HOURS</b> | <b>51</b> | <b>107</b> | <b>35</b> | <b>95</b> |

| <b>EVIDENCE/PROPERTY ROOM</b>          |     |     |    |     |
|--|-----|-----|----|-----|
| New Items into Property Room           | 120 | 117 | 69 | 144 |
| Disposal Orders Processed              | 19  | 36  | 29 | 31  |
| Items Disposed Of                      | 218 | 330 | 87 | 77  |
| Items Sent to Crime Lab for Processing | 12  | 33  | 8  | 6   |

| <b>INVESTIGATIONS/COPS ACTIVITIES</b>     |     |     |    |    |
|---|-----|-----|----|----|
| Total Assigned Cases (Patrol/Invest)      | 36  | 42  | 24 | 34 |
| Total Closed Cases (Patrol/Invest)        | 57  | 25  | 33 | 23 |
| Total Open Cases (Patrol/Invest)          | 105 | 113 | 76 | 87 |
| Community Policing Meetings/Presentations | 21  | 35  | 34 | 23 |

| <b>Sex Offender / Violent Offenders Against Youth Registrations</b> |    |    |    |    |
|---|----|----|----|----|
| Sex Offender Registrations  | 15 | 11 | 9  | 17 |
| Sex Offender - Address Verifications Completed                      | 1  | 0  | 0  | 0  |
| Sex Offender - Address Verification Attempted                       | 1  | 0  | 1  | 0  |
| Total # of Sex Offenders- Jurisdiction                              | 30 | 30 | 34 | 35 |
| Total # of Sex Offenders- Entire County                             | 83 | 88 | 88 | 89 |
| Violent Offenders Against Youth Registrations                       | 1  | 0  | 0  | 3  |
| VOAY - Address Verification Completed                               | 0  | 0  | 0  | 0  |
| VOAY - Address Verification Attempted                               | 0  | 0  | 0  | 1  |
| Total # of VOAY- Jurisdiction                                       | 7  | 10 | 6  | 5  |
| Total # of VOAY- Entire County                                      | 22 | 26 | 28 | 26 |

**RECORDS DIVISION**

| <b>SHERIFF SALES</b> | <b>March-22</b> | <b>March-23</b> | <b>February-24</b> | <b>March-24</b> |
|----------------------|-----------------|-----------------|--------------------|-----------------|
| Sales Scheduled      | 12              | 9               | 8                  | 7               |
| Sales Cancelled      | 7               | 4               | 7                  | 7               |
| Sales Conducted      | 5               | 5               | 1                  | 0               |

**CIVIL PAPERWORK**

|                        |     |     |     |     |
|------------------------|-----|-----|-----|-----|
| Papers Filed/Received  | 214 | 284 | 147 | 181 |
| Papers Served/Executed | 157 | 205 | 129 | 161 |

**REPLEVINS/LEVY**

|                         |   |   |   |   |
|-------------------------|---|---|---|---|
| Replevin/Levy Scheduled | 1 | 0 | 0 | 0 |
| Replevin/Levy Conducted | 1 | 0 | 0 | 0 |

**SA, SUBPOENA &FOIA REQUESTS**

|  |            |            |            |            |
|--|------------|------------|------------|------------|
| Electronic and Recording Copy Requests | 102        | 99         | 74         | 55         |
| Accident Reports                       | 28         | 13         | 21         | 10         |
| Background Checks                      | 24         | 43         | 22         | 18         |
| Incidents                              | 84         | 74         | 80         | 72         |
| Subpoenas                              | 3          | 1          | 2          | 3          |
| <b>TOTAL REQUESTS</b>                  | <b>241</b> | <b>230</b> | <b>199</b> | <b>158</b> |

**WARRANTS**

|                        |       |       |       |       |
|------------------------|-------|-------|-------|-------|
| Total Warrants on File | 1,725 | 1,581 | 1,179 | 1,187 |
| New Warrants Issued    | 113   | 169   | 92    | 106   |
| Total Warrants Served  | 102   | 127   | 102   | 71    |
| Warrants Quashed       | 17    | 33    | 19    | 27    |

**EVICCTIONS**

|                               |   |    |    |    |
|-------------------------------|---|----|----|----|
| Evictions Scheduled for Month | 9 | 13 | 14 | 16 |
| Evictions Cancelled           | 1 | 7  | 7  | 8  |
| Evictions Conducted           | 8 | 6  | 7  | 8  |

**FEES**

|                             |                 |                 |                |                 |
|-----------------------------|-----------------|-----------------|----------------|-----------------|
| Civil Process Fees          | \$5,566         | \$11,137        | \$4,276        | \$11,772        |
| Sheriff Sales Fees          | \$3,300         | \$2,100         | \$1,200        | \$1,500         |
| Records Fees/Fingerprinting | \$300           | \$80            | \$440          | \$325           |
| Bond Processing Fees        | \$2,216         | \$1,700         | \$1,336        | \$854           |
| <b>TOTAL FEES COLLECTED</b> | <b>\$11,382</b> | <b>\$15,017</b> | <b>\$7,251</b> | <b>\$14,451</b> |

**CORRECTIONS DIVISION****JAIL POPULATION**

|  |     |     |     |     |
|--|-----|-----|-----|-----|
| New Intake Bookings                          | 193 | 211 | 184 | 171 |
| Inmates Released                             | 186 | 174 | 175 | 181 |
| Federal Inmate ADP                           | 61  | 17  | 11  | 11  |
| Kendall County Inmate ADP                    | 78  | 76  | 57  | 52  |
| Other Jurisdictions Inmate ADP               | 10  | 4   | 7   | 6   |
| Average Daily Population                     | 149 | 97  | 75  | 69  |
| ADP of inmates housed in other Jurisdictions |     | 17  | 7   | 5   |

**JAIL MEALS**

|   |        |        |        |        |
|---|--------|--------|--------|--------|
| Number of Meals Prepared Consolidated/Aramark | 13,472 | 8,738  | 6,639  | 6,542  |
| Price Per Meal                                | \$1.36 | \$2.84 | \$3.08 | \$3.08 |

| <b>INMATE TRANSPORTS</b>                | <b>March-22</b> | <b>March-23</b> | <b>February-24</b> | <b>March-24</b> |
|---|-----------------|-----------------|--------------------|-----------------|
| To and From Kendall County Courthouse   | 19              | 39              | 45                 | 49              |
| Other County Court Transports           | 0               | 5               | 3                  | 3               |
| Out of County Prisoner Pickups          | 11              | 10              | 17                 | 12              |
| To I.D.O.C                              | 1               | 3               | 2                  | 1               |
| Medical/Dental Transports               | 16              | 14              | 4                  | 2               |
| Court ordered medical transports        | 2               | 1               | 0                  | 2               |
| Juvenile To and From Youth Homes/Courts | 20              | 8               | 14                 | 6               |
| Federal Transports                      |                 | 5               | 3                  | 4               |
| To and From Kane County Jail            |                 | 25              | 9                  | 10              |
| <b>TOTAL INMATE TRANSPORTS</b>          | <b>69</b>       | <b>110</b>      | <b>97</b>          | <b>89</b>       |

| <b>INMATE WORK CREWS</b> |   |   |   |   |
|--------------------------|---|---|---|---|
| Number of Inmates        | 3 | 0 | 2 | 2 |
| Number of Locations      | 1 | 0 | 1 | 2 |
| Total Hours Worked       | 6 | 0 | 9 | 5 |

| <b>REVENUE</b>                                      |                  |                 |                 |                 |
|---|------------------|-----------------|-----------------|-----------------|
| Amount Invoiced for Inmates Housed for Other Juris. | \$21,700         | \$2,170         | \$2,175         | \$2,325         |
| Amount Invoiced for Federal Housing                 | \$150,400        | \$42,160        | \$27,348        | \$31,372        |
| Amount Invoiced for Federal Court Transport         | \$2,268          | \$1,789         | \$1,204         | \$1,057         |
| Amount Invoiced for Federal Medical Transport       | \$869            | \$1,051         | \$230           | \$502           |
| <b>TOTAL INVOICED</b>                               | <b>\$175,237</b> | <b>\$47,170</b> | <b>\$30,957</b> | <b>\$35,256</b> |

| <b>MEDICAL BILLING</b>       |                 |                 |                 |                 |
|------------------------------|-----------------|-----------------|-----------------|-----------------|
| Medical Contractual Services | \$20,809        | \$25,334        | \$21,917        | \$21,917        |
| Prescriptions                | \$4,529         | \$1,270         | \$2,436         | \$1,334         |
| Medical                      | \$1,013         | \$1,707         | \$85            | \$0             |
| Dental                       | \$765           | \$0             | \$0             | \$0             |
| Emergency Medical Services   | \$74            | \$126           | \$235           | \$0             |
| Medical Supplies             | \$717           | \$407           | \$188           | \$396           |
| <b>TOTAL MEDICAL BILLING</b> | <b>\$27,907</b> | <b>\$28,844</b> | <b>\$24,861</b> | <b>\$23,646</b> |

| <b>Housing Expense</b>       |  |          |            |              |
|------------------------------|--|----------|------------|--------------|
| Kane County Jail             |  | \$24,440 | \$0        | \$1,500      |
| <b>TOTAL HOUSING EXPENSE</b> |  |          | <b>\$0</b> | <b>1,500</b> |

| <b>COURT SECURITY</b>      |        |        |       |        |
|----------------------------|--------|--------|-------|--------|
| Entries                    | 10,667 | 10,982 | 9,940 | 10,272 |
| Items X-rayed              | 4,171  | 4,776  | 4,200 | 4,462  |
| Bond Call - In Person      | 16     | 8      | 90    | 72     |
| Bond Call - Video          | 56     | 53     | 0     | 3      |
| Kendall Prisoners          | 76     | 65     | 66    | 53     |
| Other Prisoners            | 15     | 22     | 20    | 12     |
| Arrests made at Courthouse | 30     | 22     | 12    | 13     |
| Contraband Refused         | 68     | 61     | 58    | 48     |

## ***ELECTRONIC HOME MONITORING***

| <b>TOTAL DEFENDANTS ORDERED TO EHM</b> |           |           |           |           |
|--|-----------|-----------|-----------|-----------|
| Juvenile                               | 14        | 3         | 3         | 4         |
| Adult                                  | 62        | 68        | 77        | 79        |
| <b>TOTAL PARTICIPANTS</b>              | <b>76</b> | <b>71</b> | <b>80</b> | <b>83</b> |

| <b>Orders</b>  | <b>March-22</b> | <b>March-23</b> | <b>February-24</b> | <b>March-24</b> |
|----------------|-----------------|-----------------|--------------------|-----------------|
| Presentenced   | 72              | 69              | 68                 | 69              |
| Bischof        | 34              | 32              | 31                 | 30              |
| Post Sentenced | 4               | 2               | 12                 | 14              |

| <b>Days Defendants Served on EHM</b> |              |              |              |              |
|--------------------------------------|--------------|--------------|--------------|--------------|
| Juvenile                             | 313          | 63           | 72           | 98           |
| Adult                                | 1,850        | 1,986        | 1,996        | 2,202        |
| <b>TOTAL DAYS</b>                    | <b>2,163</b> | <b>2,049</b> | <b>2,068</b> | <b>2,300</b> |

| <b>EHM VIOLATIONS</b>   |           |          |          |          |
|-------------------------|-----------|----------|----------|----------|
| Juvenile                | 1         | 3        | 0        | 0        |
| Adult                   | 13        | 6        | 5        | 5        |
| <b>TOTAL VIOLATIONS</b> | <b>14</b> | <b>9</b> | <b>5</b> | <b>5</b> |

| <b>COST vs. COLLECTIONS</b> |         |         |         |         |
|-----------------------------|---------|---------|---------|---------|
| Cost                        | \$5,689 | \$5,389 | \$5,439 | \$6,049 |
| Collected                   | \$4,867 | \$1,376 | \$3,663 | \$3,132 |

## **KCSO TRAINING**

| <b>CORRECTIONS DIVISION</b>                       | <b>March-22</b> | <b>March-23</b> | <b>February-24</b> | <b>March-24</b> |
|---|-----------------|-----------------|--------------------|-----------------|
| <b>NATURE OF TRAINING</b>                         |                 |                 |                    |                 |
| Administrative Investigation of In-Custody Deaths |                 |                 |                    | 12              |
| Annual Mandatory Firearms Qual                    |                 |                 |                    | 2               |
| Anti-Bias for Law Enforcement                     |                 |                 |                    | 46              |
| BAO Recertification                               |                 |                 |                    | 3               |
| Basic Jail Security Principles                    |                 |                 |                    | 2               |
| BLS CPR Certification                             |                 |                 |                    | 3.5             |
| CIT Advanced 1 day Refresher                      |                 |                 |                    | 8               |
| Extreme Ownership Leadership 101                  |                 |                 |                    | 1               |
| Extreme Ownership Leadership 102                  |                 |                 |                    | 1               |
| Extreme Ownership Leadership 103                  |                 |                 |                    | 1               |
| Extreme Ownership Leadership 104                  |                 |                 |                    | 1               |
| Extreme Ownership Leadership 105                  |                 |                 |                    | 1               |
| Extreme Ownership Leadership 106                  |                 |                 |                    | 2               |
| FBI Executive Leadership Institute                |                 |                 |                    | 28              |
| IL MAR Officer Hours                              |                 |                 |                    | 1               |
| Infectious & Communicable Diseases                |                 |                 |                    | 21              |
| LEADS LTFA  |                 |                 |                    | 4               |
| LEADS Re-Cert                                     |                 |                 |                    | 4.5             |
| Lexipol DTB's                                     |                 |                 |                    | 18.75           |
| Harassment Prevention for Illinois Employees      |                 |                 |                    | 3               |
| Off Duty Qual                                     |                 |                 |                    | 1               |
| Officer Wellness & Mental Health Awareness        |                 |                 |                    | 6               |
| Sex Offender Registration                         |                 |                 |                    | 19              |
| The Art Of Correctional Leadership                |                 |                 |                    | 1               |
| <b>TOTAL HOURS</b>                                | <b>172.00</b>   | <b>291.25</b>   | <b>237.50</b>      | <b>190.75</b>   |

| <b>OPERATIONS DIVISION</b>             | <b>March-22</b> | <b>March-23</b> | <b>February-24</b> | <b>March-24</b> |
|--|-----------------|-----------------|--------------------|-----------------|
| <b>NATURE OF TRAINING</b>              |                 |                 |                    |                 |
| 40 Hour Basic Investigation Skills     |                 |                 |                    | 80              |
| Annual ILEAS Conference                |                 |                 |                    | 48              |
| BAO Certification PBT-E                |                 |                 |                    | 3               |
| Case Preparation & Courtroom Testimony |                 |                 |                    | 31              |
| CourtSmart                             |                 |                 |                    | 19.5            |
| Crime Scene Investigator I             |                 |                 |                    | 80              |
| Crime Scene Do Not Cross               |                 |                 |                    | 8               |
| Crisis Intervention Team 40 Hour       |                 |                 |                    | 80              |
| Emergency Medical Response             |                 |                 |                    | 1               |
| Extreme Ownership Leadership 101       |                 |                 |                    | 1               |



|  |                                    |
|--|------------------------------------|
| Extreme Ownership Leadership 102                     | 1                                  |
| Extreme Ownership Leadership 103                     | 2                                  |
| Extreme Ownership Leadership 104                     | 1                                  |
| Extreme Ownership Leadership 105                     | 1                                  |
| Extreme Ownership Leadership 106                     | 1                                  |
| FBI Executive Leadership Institute                   | 28                                 |
| Glock Armorer  | 8                                  |
| IDPH Naloxone  | 1                                  |
| Investigating Strangulation                          | 0.5                                |
| LEADS Less Than Full Access                          | 4                                  |
| LEADS Re-Cert  | 3                                  |
| Lexipol DTB's  | 28.5                               |
| Mental Health Awareness                              | 10                                 |
| Motorcycle Gangs                                     | 8                                  |
| Harassment Prevention for Illinois Employees         | 7                                  |
| Harassment Prevention for Illinois Supervisors       | 2                                  |
| OC Pepper Spray Cert                                 | 4                                  |
| PREA Your Role Responding to Sexual Abuse            | 4                                  |
| Roll Call Training                                   | 16.5                               |
| Strangulation: The Last Warning Shot                 | 7                                  |
| Tac Med In-House                                     | 308                                |
| TLOC   | 6                                  |
| Use of Force Update for Administrators & Supervisors | 8                                  |
| <b>TOTAL HOURS</b>                                   | <b>539.00 281.50 546.00 811.00</b> |

|                       |                 |                 |                    |                 |
|-----------------------|-----------------|-----------------|--------------------|-----------------|
| <b>COURT SECURITY</b> | <b>March-22</b> | <b>March-23</b> | <b>February-24</b> | <b>March-24</b> |
|-----------------------|-----------------|-----------------|--------------------|-----------------|

|   |                               |
|---|-------------------------------|
| <b>NATURE OF TRAINING</b>                         |                               |
| Administrative Investigation of In-Custody Deaths | 2                             |
| Anti-Bias for Law Enforcement                     | 14                            |
| Court Safety & Security Conference                | 32                            |
| CourtSmart  | 3.5                           |
| Infectious & Communicable Diseases                | 7                             |
| Lexipol DTB's                                     | 4.5                           |
| Sovereign Citizen Awareness & LE Responses        | 8                             |
| <b>TOTAL HOURS</b>                                | <b>29.00 3.50 41.25 71.00</b> |

|                                |                 |                 |                    |                 |
|--------------------------------|-----------------|-----------------|--------------------|-----------------|
| <b>ADMINISTRATION DIVISION</b> | <b>March-22</b> | <b>March-23</b> | <b>February-24</b> | <b>March-24</b> |
|--------------------------------|-----------------|-----------------|--------------------|-----------------|

|  |                               |
|--|-------------------------------|
| <b>NATURE OF TRAINING</b>                |                               |
| Case Preparation & Courtroom Testimony   | 1                             |
| Certified Inspector General Investigator | 40                            |
| CourtSmart                               | 0.5                           |
| Identity Protection Act                  | 0.25                          |
| Illinois Notary Public                   | 3.5                           |
| Harassment Prevention for Employees      | 1                             |
| LEADS Re-Cert                            | 1.5                           |
| OSINT Certification                      | 24                            |
| <b>TOTAL HOURS</b>                       | <b>53.50 0.50 24.50 70.75</b> |

|                  |                 |                 |                    |                 |
|------------------|-----------------|-----------------|--------------------|-----------------|
| <b>AUXILIARY</b> | <b>March-22</b> | <b>March-23</b> | <b>February-24</b> | <b>March-24</b> |
|------------------|-----------------|-----------------|--------------------|-----------------|

|  |                               |
|--|-------------------------------|
| <b>NATURE OF TRAINING</b>                    |                               |
| Lexipol                                      | 13.5 7                        |
| Harassment Prevention for Illinois Employees | 15.75                         |
| <b>TOTAL HOURS</b>                           | <b>1.00 14.00 16.50 22.75</b> |

| Kendall County Clerk  |                                      |                |                |                |
|---|--------------------------------------|----------------|----------------|----------------|
| Revenue Report  |                                      | 3/1/24-3/31/24 | 3/1/23-3/31/23 | 3/1/22-3/31/22 |
| Line Item   | Fund                                 | Revenue        | Revenue        | Revenue        |
| CLKFEE  | County Clerk Fees                    | \$492.50       | \$615.50       | \$900.00       |
| MARFEE  | County Clerk Fees - Marriage License | \$990.00       | \$930.00       | \$1,050.00     |
| CIVFEE  | County Clerk Fees - Civil Union      | \$0.00         | \$0.00         | \$0.00         |
| ASSUME  | County Clerk Fees - Assumed Name     | \$40.00        | \$20.00        | \$75.00        |
| CRTCOP  | County Clerk Fees - Certified Copy   | \$1,778.00     | \$1,806.00     | \$1,760.00     |
| NOTARY  | County Clerk Fees - Notary           | \$0.00         | \$0.00         | \$360.00       |
| MISINC  | County Clerk Fees - Misc             | \$76.25        | \$67.00        | \$110.00       |
|   | County Clerk Fees - Misc Total       | \$3,376.75     | \$3,438.50     | \$4,255.00     |
| RECFEE  | County Clerk Fees - Recording        | \$19,343.00    | \$22,490.00    | \$32,324.00    |
|   | Total County Clerk Fees              | \$22,719.75    | \$25,928.50    | \$36,579.00    |
| CTYREV  | County Revenue                       | \$36,535.75    | \$40,922.50    | \$52,345.00    |
| DCSTOR  | Doc Storage                          | \$16,871.03    | \$12,990.50    | \$18,910.00    |
| GISMAP  | GIS Mapping                          | \$34,740.00    | \$41,250.00    | \$60,000.00    |
| GISRCD  | GIS Recording                        | \$6,736.50     | \$2,750.00     | \$4,000.00     |
| INTRST  | Interest                             | \$105.51       | \$124.02       | \$28.95        |
| RECMIS  | Recorder's Misc                      | \$1,209.00     | \$4,121.25     | \$8,096.25     |
| RHSP  | RHSP/Housing Surcharge               | \$17,730.00    | \$11,079.00    | \$16,200.00    |
| TAXCRT  | Tax Certificate Fee                  | \$1,040.00     | \$1,800.00     | \$1,880.00     |
| TAXFEE  | Tax Sale Fees                        | \$50.00        | \$500.00       | \$670.00       |
| PSTFEE  | Postage Fees                         | \$43.45        | \$405.00       | \$491.11       |
|   |                                      |                |                |                |
| CK # 19844  | To KC Treasurer                      | \$137,780.99   | \$141,870.77   | \$199,200.31   |
|   |                                      |                |                |                |
| Death Certificate Surcharge sent from Clerk's office \$1860.00 ck # 19842 |                                      |                |                |                |
| Dom Viol Fund sent from Clerk's office \$165.00 ck #19843                 |                                      |                |                |                |

# Office of Jill Ferko

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

## **Kendall County General Fund**

### QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES AS OF MONTH END 3/31/2024

| <u>REVENUES*</u>                | <u>Annual<br/>Budget</u> | <u>2024 YTD<br/>Actual</u> | <u>2024 YTD%<br/>%</u> | <u>2023 MTD<br/>Actual</u> | <u>2023 MTD<br/>%</u> |
|---------------------------------|--------------------------|----------------------------|------------------------|----------------------------|-----------------------|
| Personal Property Repl. Tax     | \$915,000                | \$181,935                  | 19.88%                 | \$291,442                  | 31.85%                |
| State Income Tax                | \$3,208,685              | \$1,044,294                | 32.55%                 | \$979,467                  | 31.01%                |
| Local Use Tax                   | \$810,000                | \$197,317                  | 24.36%                 | \$214,019                  | 28.16%                |
| State Sales Tax                 | \$600,000                | \$230,990                  | 38.50%                 | \$186,300                  | 28.66%                |
| County Clerk Fees               | \$350,000                | \$59,924                   | 17.12%                 | \$83,681                   | 23.91%                |
| Circuit Clerk Fees              | \$1,000,000              | \$380,701                  | 38.07%                 | \$322,754                  | 30.74%                |
| Fines & Foreits/St Atty.        | \$260,000                | \$125,084                  | 48.11%                 | \$90,880                   | 36.35%                |
| Building and Zoning             | \$85,000                 | \$26,141                   | 30.75%                 | \$14,651                   | 18.31%                |
| Interest Income                 | \$650,000                | \$671,399                  | 103.29%                | \$293,460                  | 391.28%               |
| Health Insurance - Empl. Ded.   | \$1,644,361              | \$468,055                  | 28.46%                 | \$436,767                  | 29.35%                |
| 1/4 Cent Sales Tax              | \$3,280,000              | \$857,477                  | 26.14%                 | \$834,584                  | 25.85%                |
| County Real Estate Transf Tax   | \$450,000                | \$118,590                  | 26.35%                 | \$111,760                  | 24.84%                |
| Federal Inmate Revenue          | \$503,700                | \$65,320                   | 12.97%                 | \$122,960                  | 21.05%                |
| Sheriff Fees                    | \$107,250                | \$51,879                   | 48.37%                 | \$35,460                   | 31.20%                |
| <b>TOTALS</b>                   | <b>\$13,863,996</b>      | <b>\$4,479,105</b>         | <b>32.31%</b>          | <b>\$4,018,185</b>         | <b>30.55%</b>         |
| <b>Public Safety Sales Tax</b>  | <b>\$8,000,000</b>       | <b>\$1,561,702</b>         | <b>19.52%</b>          | <b>\$1,599,460</b>         | <b>21.33%</b>         |
| <b>Transportation Sales Tax</b> | <b>\$8,000,000</b>       | <b>\$1,561,702</b>         | <b>19.52%</b>          | <b>\$1,599,460</b>         | <b>21.33%</b>         |

**\*\*All FY2023 Accruals have been completed at this time. So these figures are where we currently stand for FY2024**

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

## EXPENDITURES

All General Fund Offices/Categories

|                     |                    |               |                    |               |
|---------------------|--------------------|---------------|--------------------|---------------|
| <b>\$30,371,783</b> | <b>\$7,976,650</b> | <b>26.26%</b> | <b>\$7,394,164</b> | <b>26.13%</b> |
|---------------------|--------------------|---------------|--------------------|---------------|

# **Kendall County Emergency Management Agency**

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

## **Emergency Management Report**

**MARCH 2024**

### **○ KCEMA Operations**

- 2024 Polar Plunge, KCEMA did traffic control, provide communications, lake side duty, and monitored the buses. 10 volunteers on site.
- Provided Election support to the County Clerk. 3 volunteers.
- Eclipse support planning is ongoing.
- IPP and ILCAT have been submitted to the State.
- NWS Storm Ready Application was approved, and Kendall County is now a Storm Ready Community.
- Met with Kendall and Will County GIS to plan creation of a public-facing damage assessment and mapping tool.

### **○ Hazard Mitigation Plan**

- No public comments were received, and the plan has been submitted for approval. Since the submittal, FEMA has authorized a new BRIC grant. All of our HMP participants can now apply for grant funding for their listed projects.

### **○ Meetings/Training/Volunteers/Details**

- Attended State Flood Workshop
- Attended Laserfiche working group.
- Attended Preparing for Cyber Attacks and Incidents training in Grundy Cnty
- 03/18/24 – EMA Volunteer business meeting/training
- 04/04/24 – LEPC Committee Meeting
- 04/15/24 – EMA Volunteer business meeting/training
- 05/17/24 - IEMA Region 3 meeting will be held at the Health Department



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

From: Jason D. Majer, Kendall County Public Defender

KCBoard@kendallcountyil.gov  
 dgillette@kendallcountyil.gov

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

**AS OF APRIL 2024**

|                                | <b><u>J. MAJER</u></b> | <b><u>C. WHEATON</u></b> | <b><u>K. GUSTAFSON</u></b> | <b><u>J.DEETS</u></b> | <b><u>S. KIRST</u></b> | <b><u>S. HOLLMEYER</u></b> | <b><u>New Files</u></b> | <b><u>TOTAL</u></b> |
|--------------------------------|------------------------|--------------------------|----------------------------|-----------------------|------------------------|----------------------------|-------------------------|---------------------|
| <b>Criminal Felony:</b>        | <b>172</b>             | <b>218</b>               | <b>293</b>                 | <b>24</b>             |                        |                            | <b>68</b>               |                     |
| Class M-                       | 4                      | 5                        |                            |                       |                        |                            |                         |                     |
| Class X-                       | 20                     | 22                       | 13                         |                       |                        |                            |                         |                     |
| Class 1-                       | 18                     | 30                       | 19                         |                       |                        |                            |                         |                     |
| Class 2-                       | 42                     | 64                       | 37                         |                       |                        |                            |                         |                     |
| Class 3-                       | 24                     | 42                       | 88                         | 15                    |                        |                            |                         |                     |
| Class 4-                       | 64                     | 55                       | 136                        | 9                     |                        |                            |                         |                     |
| <b>MX/SVP/Post C.:</b>         | <b>2</b>               |                          |                            |                       |                        |                            | <b>2</b>                |                     |
| <b>Criminal CM:</b>            | <b>46</b>              | <b>37</b>                | <b>96</b>                  | <b>39</b>             | <b>47</b>              | <b>80</b>                  | <b>30</b>               |                     |
| <b>Criminal DUI/DT:</b>        | <b>17</b>              | <b>3</b>                 | <b>8</b>                   | <b>18</b>             | <b>33</b>              | <b>18</b>                  | <b>18</b>               |                     |
| <b>Criminal DV:</b>            | <b>8</b>               | <b>4</b>                 | <b>4</b>                   | <b>22</b>             | <b>35</b>              | <b>58</b>                  | <b>23</b>               |                     |
| <b>Traffic Offenses (TR):</b>  | <b>25</b>              | <b>13</b>                | <b>49</b>                  | <b>14</b>             | <b>44</b>              | <b>42</b>                  | <b>21</b>               |                     |
| <b>Traffic Offenses (MT):</b>  | <b>13</b>              |                          | <b>27</b>                  | <b>43</b>             | <b>131</b>             | <b>170</b>                 | <b>98</b>               |                     |
| <b>Juvenile JA/Truancy JV:</b> |                        |                          | <b>2</b>                   | <b>61</b>             | <b>55</b>              | <b>49</b>                  | <b>2</b>                |                     |

|                              | <u>J. MAJER</u> | <u>C. WHEATON</u> | <u>K. GUSTAFSON</u> | <u>J.DEETS</u> | <u>S. KIRST</u> | <u>S. HOLLMEYER</u> | <u>New Files</u> | <u>TOTAL</u> |
|------------------------------|-----------------|-------------------|---------------------|----------------|-----------------|---------------------|------------------|--------------|
| <b>Juvenile JD:</b>          |                 |                   |                     |                | <b>25</b>       | <b>19</b>           | <b>18</b>        |              |
| Class X-                     |                 |                   |                     |                |                 |                     |                  |              |
| Class 1-                     |                 |                   |                     |                | 2               |                     |                  |              |
| Class 2-                     |                 |                   |                     |                | 4               |                     |                  |              |
| Class 3-                     |                 |                   |                     |                | 2               | 5                   |                  |              |
| Class 4-                     |                 |                   |                     |                | 7               | 4                   |                  |              |
| CM-                          |                 |                   |                     |                | 10              | 10                  |                  |              |
| <b>Criminal Contempt:</b>    |                 |                   | 2                   |                |                 |                     |                  |              |
| <b>Civil Law/Other:</b>      |                 |                   |                     |                |                 |                     |                  |              |
| <b>Conditions Call Only:</b> |                 |                   |                     |                |                 |                     |                  | <b>23</b>    |
| Total Open/Mar.-23:          | <b>283</b>      | <b>275</b>        | <b>481</b>          | <b>201</b>     | <b>370</b>      | <b>436</b>          |                  |              |
| Total Open/Feb.-23:          | <b>310</b>      | <b>263</b>        | <b>449</b>          | <b>234</b>     | <b>433</b>      | <b>444</b>          |                  | <b>2,133</b> |
| Total Closed/Mar.-23:        | 53              | 45                | 30                  | 91             | 7               | 108                 |                  | 334          |
| Total New Files-Mar.-23:     | 7               | 24                | 53                  | 75             | 66              | 55                  |                  | 280          |



## Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 4/16/2024  
**Subject:** Phase 2 County Office Building Project Proposal  
**Prepared by:** Christina Burns, County Administrator  
**Department:** Facilities

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### **Action Requested:**

Approval of the Kendall County Phase 2 Capital Improvements Project Proposal

### **Board/Committee Review:**

April 11, 2024 Committee of the Whole: Phase 2 Renovation Project Presentation

### **Fiscal impact:**

The projected \$8.75 million cost will be paid from FY24 Building Fund with the remainder budgeted in the FY25 Building Fund.

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### **Background and Discussion:**

The County Office Building is in need of renovation to improve public access, enhance security and facilitate County operations. The renovation was planned to follow the construction of the new County Office Building, which is nearing completion. The project is estimated to cost \$8.75 million and take approximately one year to complete. The County holds a master agreement with Cordogan Clark and Associates. The project scope set forth for Board approval would authorize CCA to proceed with final document preparation and to let bids. The Board would then approve bids in late summer for work to begin in the fall.

### **Staff Recommendation:**

Approval of the Kendall County Phase 2 Capital Improvement Projects Proposal dated April 12, 2024 from Cordogan Clark and Associates.

### **Attachments:**

- Phase 2 project proposal

April 12, 2024

Kendall County  
111 West Fox Street  
Yorkville, Illinois 60560  
Attention: Chritina Burns

**RE: KENDALL COUNTY PHASE TWO CAPITAL IMPROVEMENTS PROJECTS PROPOSAL**

Dear Christina:

We appreciate the opportunity to present our proposal to Kendall County (KC) to provide professional architectural, interiors, SMEP engineering and construction management services under the Master Agreement for the Phase Two Capital Improvements Project as presented at the 4/11/24 Committee of the Whole meeting. Cordogan Clark is excited for the opportunity to work with the County on this critical project to alleviate the code compliance, ADA compliance security issues and to modernize your existing building and complete additional other Main Street Campus improvements. Our team will ensure that the County receives the best and most attentive services at the best value. The project scope is identified below:

**PROJECT DESCRIPTION:**

Kendall County anticipates making significant improvements to the existing County Office Building(COB). The project scope will include full renovations to the entire building (except the Board Room & Executive Board Conference Room for the most part) and will include building a new Elevator/Stair and Lobby Addition to the North or the building and a new Fire Stair on the South of the building). Additionally, additional campus site improvements are contemplated to also be included in the scope of work for this Phase Two Project. The anticipated total project Budget is \$8.75 million.

**PROPOSED COST OF WORK:**

Cordogan Clark (CC) will provide basic Architectural, Structural and Mechanical, Electrical, Plumbing (SMEP) and Fire Protection Engineering services based on a fee percentage of 8.0% (as defined in the Fee Schedule of the Master Agreement) of the projected cost of construction plus construction contingency. The design fees will be reconciled and fixed as determined at the end of the design development phase agreed to estimate. Interior Design/Furniture Procurement Services via a Co-Op will be provided at a lump sum of \$12,000. Civil Engineering fees will be competitively procured and will be run through the CC Contract as a direct pass through. Reimbursables such as printing and miscellaneous costs shall be provided at direct cost, and it is recommended that an allowance of \$2,000 be set aside for such items.

CC will also provide Construction Management Services (CM) on the project. The CM services would include preconstruction services (estimating, scheduling and constructability analysis) and can be completed for a lump sum of \$30,000. The CM services would include public bidding the project to local trade contractors and managing the construction with an on-site Superintendent and Project Manager which will be part of the Cost of the Work. The CM services fee for this project would be 4.75% (as defined in the Fee Schedule of the Master Agreement) of the cost of the work.



Outlined below is our understanding of the scope of work and our associated Architectural, Engineering and Construction Management fees for Phases 1 through 5.

### **Phase 1 – Schematic Design (20% of Total Fee)**

Schematic design documents further establish and delineate the design concept. During the schematic design phase, we preliminarily evaluate the program, project budget, and design requirements. Based on final program and project budget requirements, we prepare for review and approval a set of preliminary design documents that illustrate the scale and relationship of project components. Final schematic design solutions are then developed and documented, including plans, elevations, and sections.

#### **Phase 1 - Schematic Design Outline:**

- Establish preliminary spatial relationships based on program
- Prepare design concept options; floor plans, interior elevations, ceiling plans
- Prepare exterior design enhancement for grant funding
- Prepare Structural, Mechanical, Plumbing, Electrical, Fire Protection (SMEP/FP) conceptual system approach

### **Phase 2 - Design Development (15% of Total Fee)**

Design Development documents proceed from schematic design to further define, refine, and illustrate the design. The design development phase uses the approved schematic design solution as the foundation for an in-depth study of each aspect of the project.

Through comparative analysis we evaluate the most appropriate/effective method of resolving the design. Interior/exterior materials are selected to complement the design aesthetic. Each design aspect is evaluated, and use determined by its cost-effective ability to fulfill the programmatic needs.

#### **Phase 2 - Design Development Outline:**

- Prepare design development documents for preferred option including drawings and other documents that specify all design elements
- Review and identify building systems (SMEP/FP)
- Review and identify architectural/theme with relationship to color/material and space
- Coordinate planning and permit review process with those having jurisdiction
- Review systems, details, and material selections
- Participate in presentation to community if required

### **Phase 3 - Construction Documents (40% of Total Fee)**

Construction documents depict and notate the project's design and physical form. This phase identifies complete bidding and construction documents for the purpose of soliciting competitive bids from contractors to construct the project. Depending upon the actual services provided, these documents include all Architectural, SMEP/FP Drawings; project manual and specifications.

#### **Phase 3 - Construction Documents**

- Confirm client goals/objectives for content, detail, & packaging of bidding documents
- Prepare construction drawings based on client approved design development drawings
- Prepare specifications to accompany construction drawings
- Establish alternates, allowances, & contingencies

- Submit documents to agencies for permit

#### **Phase 4 - Bidding & Negotiation (5% of Total Fee)**

Following the project team's review of all contract documents and project specifications, and upon approval of this material, our project team assists with architectural/engineering input and review for obtaining construction subcontracts. Upon receiving bid information, our team will assist the client and contractor, if desired, with evaluating proposals for completeness and to assist in determining the lowest qualified bidder.

##### **Phase 4: Bidding & Negotiation Outline:**

- Assist in issuance of documents
- Submit documents to agencies for permit
- Prepare addenda, if required
- Recommend contractor(s) to owner for approval
- Participate in bidding and pre-bid conferences

#### **Phase 5 - Construction Administration (20% of Total Fee)**

Following the project team's review of all contract documents and project specifications, and upon approval of this material, our project team assists the client and contractor with architectural/engineering input and review for obtaining construction subcontracts. Upon receiving bid information, our team will assist the client and contractor, if desired, with evaluating proposals for completeness and to assist in determining the lowest qualified bidder.

##### **Phase 5: Construction Administration Outline:**

- Review/approve shop drawings and submittals
- Review/respond to contractor's requests for information
- Attend site construction meetings as needed
- Ongoing review of conformance with design intent
- Submittal processing & approvals
- Revise drawings & specifications as needed
- Request for Information (RFI) Reviews
- Architectural Supplemental Instructions (ASI) Management
- Review punch lists & review completion

#### **CM PRECONSTRUCTION SERVICES**

The Preconstruction Phase is crucial to the success of the construction project. It is the phase of developing a solution based on the cost, time and quality goals that were established in the strategic phase of the project. This part of the project can be defined by three individual phases: Conceptual, Design Development, and Construction Documents.

##### **Schematic Design Phase Activities:**

- Develop Master Schedule
- Estimates and preliminary Total Project Budget Allocations
- Review Permits/Approvals Process
- Develop Phased Construction Schedule
- Establish Allowances/Contingencies

- Review Drawings for Constructability
- Analyze Building Systems to define cost effective solutions

#### Design Development Activities:

- Establish General Conditions costs
- Define Logistics Plans
- Track and Review Permits/Approvals
- Update Cost Estimate based on Design Development Drawings & specifications
- Analyze Budget / Design / Needs
- Update Master Schedule
- Review Drawings for Constructability

#### Construction Documents Phase:

- Review Drawings for Constructability
- Establish Bid Alternates
- Provide Construction Schedule for Inclusion in Construction Documents
- Update Cost Estimate based on Construction Documents Drawings & specifications
- Finalize Logistics Plans
- Help in the Coordination of Permits/Approvals
- Review Construction Documents
- Update Master Schedule

#### Bidding Phase:

- Develop Interest in project from perspective Bidders
- Develop Scope of Work Specifications for multiple prime bid packages
- Manage Bidding Process

#### Construction Management Services During Construction

- Issue Contracts to lowest responsive & responsible prime Contractors
- Ensure review/approval, tracking and documentation of all contractors' submittals
- Furnish highly qualified, on-site supervision during construction as needed
- Expedite and manage responses to contractors' Requests for Information (RFIs)
- Conduct weekly on-site project status and safety meetings
- Provide oversight of trade coordination; expedite resolutions, document outcomes
- Manage and update project schedule as required
- Review and recommend approval/rejection of contractor's pay applications
- Develop punch list; oversee timely completion by contractors and/or vendors
- Ensure that as-built drawings are maintained by contractor during construction

#### Schedule

We understand the desired goal of Kendall County to have the project start construction in the Fall of 2024 with a project completion anticipated in November 2025. We have based our proposal under this assumption.

Any potential Topographic surveys and geotechnical services that may be needed and can be run through our contract. We will solicit proposals as required.

We are confident that the deliverable that we will provide to your team will be of the highest caliber and accuracy having the full benefit of being produced by our integrated team of architects, engineers, interior designers and construction managers.

If this proposal meets your satisfaction, please sign on the following page and return a copy to us via email at [bkronewitter@cordoganclark.com](mailto:bkronewitter@cordoganclark.com).

Respectfully Submitted,

**Cordogan Clark**



Brian K. Kronewitter, AIA, DBIA  
Executive Vice President

**Cordogan Clark**

BY: 

Its representative

DATE: April 12, 2024

**County of Kendall**

BY:

Its representative

DATE:





# Kendall County Agenda Briefing

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**Meeting Type:** County Board Meeting  
**Meeting Date:** 4/16/2024  
**Subject:** Broadband Predevelopment Agreement  
**Prepared by:** Christina Burns, County Administrator  
**Department:** Administration

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## **Action Requested:**

Approval of an Agreement with Pivot Tech for Broadband Predevelopment Agreement

## **Board/Committee Review:**

April 11, 2024: Broadband project update discussion (Committee of the Whole)

April 2, 2024: Approval of an Amended Service Agreement with Pivot Tech (County Board)

February 6, 2024: Approval of an Agreement with Pivot Tech (County Board)

## **Fiscal impact:**

The County has allocated \$1 million in ARPA expenditures for broadband-associated costs. Additional ARPA funds are available to allocate toward the project.

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## **Background and Discussion:**

Kendall County has been awarded a \$15 million grant from the State of Illinois for the construction of a broadband network to connect unserved and underserved areas of Kendall County. The State has given the County until June 1 to respond to a number of due diligence items prior to finalizing the grant award. Among these requirements are agreements with the County and its partners for the ongoing operation of the network, financing commitment, and network engineering. Each of these items is a fairly complex undertaking all happening under a tight deadline, however the County continues to work diligently with its partners to meet those requirements.

The proposed predevelopment agreement outlines the responsibilities of both the County and Pivot Tech moving forward. The predevelopment agreement outlines the remaining project-related expenditures the County anticipates incurring. As outlined in the agreement, the project-related expenditures are given to the project as a loan. Repayment of these expenses will be subordinate to any debt the project incurs and necessary project investment, however if the project is generating revenue, the County wants the opportunity to recapture these costs at some point. This concept will be memorialized in the predevelopment agreement, however the actual expenditure loan will occur with the broadband project operating company that will exist at a later date.

**Staff Recommendation:**

Approval of a Predevelopment Agreement between Kendall County and Pivot Tech

**Attachments:**

Predevelopment Agreement

**PREDEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**KENDALL COUNTY, ILLINOIS**

**AND**

**[PROJECT COMPANY]**

**DATED APRIL \_\_\_\_\_, 2024**

DRAFT

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## PREDEVELOPMENT AGREEMENT

This PREDEVELOPMENT AGREEMENT (this "**Agreement**"), dated as of the \_\_\_\_ day of April, 2024 (the "**Effective Date**"), is entered into between Kendall County, Illinois, a body politic of the State of Illinois ("**County**"), and [PROJECT COMPANY] ("**Developer**").

### RECITALS

WHEREAS, on April 25, 2023, the County issued a Request for Proposal titled "Public-Private Partnership in Providing Fiber to the Home and Internet Services" (the "**Solicitation**") seeking certain services in connection with a project designed to expand fiber optic connectivity throughout the County (the "**Project**");

WHEREAS, Pivot Tech Development Inc. ("**Pivot**"), in conjunction with its consortium partners (Aecon Construction US, Inc., Alma Global Infrastructure, Inc., Ciena, Inc., Flexnode, Inc., Mobia, Inc., and Widelity, Inc.), successfully responded to the Solicitation with the submission of a proposal dated June 14, 2023 (the "**Proposal**") and was awarded the Project by the County pursuant to the terms of the Solicitation;

WHEREAS, Pivot [together with its consortium partners] [has/have] organized the Developer as the contracting entity on behalf of Pivot [and its consortium partners] for the development and completion of the Project and the County desires Developer to provide the Services (as defined herein) and Developer desires to perform the Services for County;

WHEREAS, the County and Pivot previously entered into a Services Agreement, dated January 24, 2024, as amended by that certain First Amendment to the Services Agreement, dated [\_\_\_\_\_, 2024] (collectively referred to herein as the "**Services Agreement**") setting forth certain responsibilities and obligations of the County and Pivot for the specified predevelopment services set forth therein, and the County and Pivot desire for that Services Agreement to be superseded and replaced by this Agreement;

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I. DEFINITIONS

**Section 1.01. Definitions.** The following defined terms shall have the meanings set out below:

(a) "**Affiliate**" means, with respect to a person, any other person directly or indirectly controlling, controlled by, or under common control with such first person. As used in this Agreement, the term "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policy and/or policies of a person, whether through ownership of voting securities, by contract, or otherwise.

(b) **"Bankruptcy"** means any of the following: (i) the filing of a voluntary petition under any federal or state law for the relief of debtors; (ii) the filing of an involuntary proceeding under any such law; (iii) the making of a general assignment for the benefit of the assignor's creditors; (iv) the appointment of a receiver or trustee for a substantial portion of a person's assets; or (v) the seizure by a sheriff, receiver, or trustee of a substantial portion of a person's assets; provided, however, that no bankruptcy shall be deemed to have occurred in the case of an event described in clause (ii), (iv), or (v) above until the proceeding, appointment, or seizure has been pending for ninety (90) days.

(c) **Intentionally Omitted.**

(d) **"Event of Default"** means the occurrence and continuance of any one or more of the following events beyond the expiration of any applicable grace and/or cure period:

- (i) any breach or default by either party involving the payment of money under this Agreement; provided, however, that before such breach or default is deemed an Event of Default, the defaulting party shall have: (A) received notice from the non-defaulting party of such breach or default; and (B) failed to cure or remedy such breach or default within thirty (30) days following such notice;
- (ii) any breach or default by either party of any nonmonetary covenant, duty, obligation, representation, or warranty under this Agreement; provided, however, that before such breach or default is deemed an Event of Default, the defaulting party shall have: (A) received notice from the non-breaching party of such breach or default; and (B) failed to cure or remedy such breach or default within sixty (60) days following the date of such notice; provided that if such default is not curable within such sixty (60) day period, it shall not be an Event of Default unless the breaching party fails to commence such cure within such sixty (60) day period and fails to diligently and continuously pursue such a cure or remedy thereafter;
- (iii) a Bankruptcy or dissolution with respect to either party;
- (iv) Developer or County is grossly negligent or engages in fraud, bad faith, or other willful misconduct in connection with their respective obligations under this Agreement.

(e) **"Force Majeure Event"** means any of the following events: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (iv) moratorium on the issuance of governmental approvals; (v) governmental authority, proclamations, orders, laws, actions, or requests; (vi) embargoes or blockades in effect on or after the date of this Agreement; (vii) epidemics, pandemics, or other national or regional public health emergencies; (viii) strikes, labor stoppages or slowdowns, or other

industrial disturbances; and (ix) shortages of supplies, adequate power, or transportation facilities.

(f) **"Predevelopment Costs"** means the predevelopment costs for the Services included in Exhibit A attached hereto.

(g) **"Project"** is defined in the Recitals hereof.

(h) **"Project Documents"** has the meaning set forth in Section 2.05.

(i) **"Property"** means that certain the real property owned by the County or the County's designee upon which the Project is proposed be completed by the Developer.

(j) **"Services"** means the predevelopment services to be provided by the Developer and has the meaning set forth in Section 2.01, and as set forth in Exhibit A.

(k) **"Term"** has the meaning set forth in Section 4.01.

## **ARTICLE II. APPOINTMENT; SERVICES**

**Section 2.01. Appointment; Services.** Pursuant to the Solicitation and award of the Project by the County, the County hereby appoints Developer, and Developer accepts the appointment, to provide the predevelopment services set forth in Exhibit A with respect to the design, development and construction of the Project (the **"Services"**), and to assist County in the planning of the Project in accordance with the terms and conditions of this Agreement. Developer shall perform the Services within the timeframes set forth in Exhibit A. Developer shall provide all administrative, management, accounting, reporting, and other services necessary to provide the Services. Developer shall not incur any costs and expenses to be paid by County in connection with planning the Project or providing the Services unless such costs are provided for in the Predevelopment Costs set forth in Exhibit A or otherwise approved by County in writing, in County's sole discretion.

**Section 2.02. Standard of Care.** Developer shall perform the Services in accordance with the degree of professional care, skill, judgment, and diligence ordinarily exercised by project developers regularly developing and operating development projects similar in scope. Developer shall fully and faithfully discharge its obligations and responsibilities hereunder and shall devote sufficient time and attention to ensure the full, prompt, and professional discharge of its duties under this Agreement.

**Section 2.03. Relationship of the Parties.** Developer acknowledges and agrees that it is acting under this Agreement solely as an independent contractor, and not as a partner, joint venturer, or employee of County. Developer shall have no authority to act for, bind, or obligate County in any manner whatsoever, except to the extent specifically set out in this Agreement or as may be specifically authorized in writing by County.

**Section 2.04. Employees.** Developer shall assign to the Project such staff, affiliates, partners and subcontractors as may be reasonably required to perform the Services with due



diligence. All persons employed or contracted by Developer in connection with the Services will be Developer's employees, independent contractors or subcontractors and will not be the employees or agents of the County, and the County shall have no liability, responsibility, or authority regarding them. Developer is solely responsible for the salaries of its employees and any employee benefits to which they may claim to be entitled. Developer will fully comply with all applicable laws and regulations relating to workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related laws.

**Section 2.05. Ownership of Documents.** All contracts, studies, drawings, plans, specifications, reports, surveys, feasibility studies, zoning analyses, photographs, books and records, projections, and other documents prepared by Developer or under Developer's direction relating to the Project ("**Project Documents**"), and all rights in the Project Documents, shall be the sole property of County.

**Section 2.06. Compliance with Laws.** Developer shall perform all Services and prepare all Project Documents in compliance with all applicable laws, statutes, rules, regulations, encumbrances, and conditions, covenants, and restrictions that affect the design, development, construction, or use of the Project.

**Section 2.07. Books and Records.** Developer shall maintain all books and records relating to the Project in accordance with commercially reasonable practices, including: (a) financial records and payment requisitions; and (b) construction contracts, plans and specifications, shop drawings, product data, samples, applicable manuals and handbooks, maintenance and operating manuals and instructions, warranties, and other documents, purchase orders, contracts, agreements, approvals, correspondence, and other writings related to the Project. County shall have the right to review and copy such materials and other documents that relate to the Project. All such records shall be the property of County upon completion of the Services.

**Section 2.08. Property Access.** Commencing on the Effective Date and continuing through the Term, the Developer and its agents, contractors, subcontractors, consultants, licensees and representatives (collectively, "**Developer's Representatives**") shall have reasonable access to the Property for the purpose of conducting studies, investigations, inspections and tests of the Property as Developer deems reasonably necessary or desirable, including surveys, studies and architectural, engineering, geo-technical and environmental inspections and tests, as applicable. Developer's access to any property not owned or controlled by the County shall be monitored and approved by the County during the Term of this Agreement. It is understood and agreed to by the parties that access, ownership and or control of any real property required to plan and/or develop the Project shall be the responsibility of the Developer to secure.

### **ARTICLE III.**

#### **PREDEVELOPMENT COSTS; PROPOSED PROJECT FINANCING**

**Section 3.01. Payment of Predevelopment Costs.** In full consideration of the Services to be performed by the Developer set forth herein, the County hereby agrees to pay Developer the Predevelopment Costs subject to the completion of the Services to the satisfaction of the County in its sole discretion, in the amounts as set forth in Exhibit A attached hereto. The County shall only be responsible for actual Predevelopment Costs incurred and properly invoiced by the

Developer. Except as otherwise expressly set forth in this Agreement, Developer shall not be entitled to any other payments or reimbursements from County in connection with the provision of the Services or any aspect of the predevelopment phase of the Project. County shall pay the amounts due and owing under this Agreement pursuant to the Local Government Prompt Payment Act.

**Section 3.02. Developer's Default.** Upon the occurrence of an Event of Default, County shall have no obligation to pay any Predevelopment Cost for any period during such Event of Default. County shall pay such Predevelopment Costs with respect to such period when and if such Event of Default is fully cured.

**Section 3.03. Proposed Project Financing.** Financing of the Project will be structured and procured by the Developer with cooperation from the County, with the terms required for the financing to be included in the final development agreement or other similar agreement ("**Final Development Agreement**") that will detail, among other things, the security for the repayment of the Project, and that any financing procured by the Developer shall be nonrecourse to the County or obligate the County to pay any debt service either directly or indirectly. The financing terms will be structured in a manner acceptable to the County and the Developer with respect to timing and the amount paid by the County for the Project. It is anticipated that an investor or lender will provide funds necessary to pay the costs of the Project, repayment of which will be secured by the revenues generated by the Project (the "**Project Financing**"). The County agrees that it will cooperate in the Project Financing and execute any document or agreement required by an investor or lender that acknowledges certain provisions of the Project Financing, including but not limited to acknowledging that the investor or lender has a secured interest in the Developer's rights and obligations under the Final Development Agreement and has certain remedies in the event the Developer fails to perform its obligations to complete the Project. If an investor or lender exercises a remedy under the Project Financing documents that requires County consent or approval, the County agrees to provide such consent or approval to the extent it is permitted by the laws of the State of Illinois and is consistent with the Final Development Agreement. The County has the right to review and approve the terms of the Project Financing.

**Section 3.04. Project Financing Structures.** The parties acknowledge that the financing structure for the Project has not yet been finalized, and agree to cooperate to explore, analyze and determine the best financing structure to facilitate the completion of the Project by the Developer. These financing structures including, but are not limited to the following:

(a) The County has contemplated the establishment and use of a "63-20 Corporation" to assist in the facilitation of the financing of the Project, and if it is determined to be in the best interests of the County, in its sole discretion, the County agrees to take the necessary steps to establish and maintain the "63-20 Corporation" in accordance with Internal Revenue Service Rule 63-20 and Revenue Proclamation 82-26 for the purpose of issuing tax-exempt bonds to pay the costs of the Project that would be secured by the revenues generated by the Project. Upon its creation, the "63-20 Corporation" would contract with the Developer to design, build, operate, and maintain the Project.

(b) The Developer agrees to analyze the use of tax-exempt private activity bonds for a "qualified broadband project" as defined in 26 U.S. Code §142(n)(1). The

County agrees to cooperate with and support the Developer in connection with the analyzation and potential use of private activity bonds.

(c) The Developer or the County may pursue an alternative financing structure to those listed in this subsection, so long as the financing structure is procured as set forth in Section 3.04, unless it is determined to be in the best interest of the County, in its sole discretion, and detailed in the Final Development Agreement.

(d) If the County determines it to be in its best interest to pursue an alternative financing structure that requires an underwriter, placement agent, broker-dealer or other similar professional, the County is not obligated to use any subcontractor procured by the Developer in pursuit of such alternative financing structure.

**Section 3.05. Grant Award.** The County has been notified that it will be awarded Fifteen Million Dollars and No Cents (US \$15,000,000.00) from the Illinois Broadband Office ("**Grant Award**"), and plans to use the full amount the Grant Award to pay a portion of the costs of the Project.

**Section 3.06. Reimbursement of Predevelopment Costs.** It is the intent of the County receive reimbursement for the actual expenditures related to the Predevelopment Costs outlined in Exhibit A, in the amount not to exceed One Million Five Hundred Thousand Dollars and No Cents (US \$1,500,000.00). It is understood by the parties that the payment obligation for such reimbursement will be subordinate to any investor or lender providing the Project Financing, and will be paid from revenues generated by the Project remaining after debt service and all other costs relating to the Project Financing are paid.

#### **ARTICLE IV. TERM**

**Section 4.01. Term.** Unless sooner terminated, the term of this Agreement shall commence on the date hereof and shall expire on June 1, 2024, or until the County receives the Grant Award, whichever date is later, unless extended by mutual agreement of the parties or terminated pursuant to the terms hereunder (the "**Term**").

**Section 4.02. Termination.** This Agreement may be terminated by the County at any time with prior notice to the Developer. Upon termination of the Agreement for any reason, the County shall pay to Developer, unless otherwise being reasonably disputed, any amounts due and owing by the County for the Services provided through the date of termination.

#### **Section 4.03. Event of Default Termination.**

(a) **By County.** Without limiting any other rights or remedies available to County at the time of such termination, this Agreement may be terminated by County upon an Event of Default by Developer.

(b) **By Developer.** Without limiting any other rights or remedies available to Developer at the time of such termination, this Agreement may be terminated by Developer upon an Event of Default by County; provided, County shall have the right to cure such

default following written notice of default to County within: (i) thirty (30) days if a monetary default; and (ii) sixty (60) days if a non-monetary default. Developer's performance of its obligations under this Agreement shall be suspended during any period of an uncured Event of Default of County.

**Section 4.04. Intentionally Omitted.**

**Section 4.05. Actions on Termination.** On termination of this Agreement, Developer shall within sixty (60) days:

- (a) Deliver to County all Project Documents that are in Developer's possession or control.
- (b) Deliver to County without offset, diminution, or withholding, all funds held by Developer relating to the Project, with any accrued interest thereon.
- (c) Furnish all such information and take all such action as County shall reasonably require (including cooperating with a new developer for such time as may be required by County) to carry out an orderly and systematic transfer of Developer's duties and obligations under this Agreement to a new person designated by County.

This Section 4.05 shall survive the expiration or earlier termination of this Agreement.

**Section 4.06. County Event of Default.** In the event of an Event of Default by the County, Developer shall be entitled, as its sole remedies, either to (i) elect to terminate this Agreement as provided in Section 4.03, in which case Developer shall be entitled to reimbursement in an amount equal to the remaining balance of the Predevelopment Fee owned under the full Term of the Agreement and Developer's reasonable costs (including attorney's fees) incurred in connection with negotiating this Agreement and any third party costs that were incurred in performing the Services including, without limitation, all architectural, design, and engineering work incurred for the Services, in an amount not to exceed \$75,000, and the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement), or (ii) enforce specific performance of the County's obligations. Developer shall be deemed to have elected to terminate this Agreement if Developer fails to file suit for specific performance against the County in a court having jurisdiction in the county and state in Kendall County, Illinois, on or before thirty days following the date upon which the notice of the Event of Default was sent.

**Section 4.07. Developer Event of Default.** In the event of an Event of Default by Developer, the County shall be entitled, as its sole remedy, to terminate this Agreement (except for rights or obligations which expressly survive the termination of this Agreement) as provided in Section 4.03 and to recover all third party costs incurred with respect to the Agreement and the Project, including, but not limited to reasonably incurred attorney and other professional fees, in an amount not to exceed the Predevelopment Fee.

**Section 4.08. Attorneys' Fees.** In the event legal action is instituted by any party to enforce the terms of this Agreement or which arises out of the execution of this Agreement, the prevailing party in such legal action will be entitled to receive from the other party the prevailing



party's reasonable attorneys' fees and court costs, including the costs of appeal, as may be determined and awarded by the court in which the action is brought. The right to attorneys' fees shall survive the termination of this Agreement.

## **ARTICLE V. INSURANCE; INDEMNIFICATION**

**Section 5.01. Developer's Insurance.** Developer will maintain, at its sole cost and expense, the following insurance coverages throughout the Term of this Agreement:

(a) Developer shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance necessary to fully protect Developer from claims of the nature that are detailed below, that may arise out of, or result from, Developer's operations, performance, or Services, or all of these things, or any of these things in combination ("Developer's Operations"), whether Developer's Operations are by Developer, any of its agents or subcontractors, or anyone for whose act or acts it may be liable:

- (i) claims under Worker's Compensation, disability benefit, or other (similar) employee benefit acts;
- (ii) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- (iii) claims for damages for personal injury; and
- (iv) claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting therefrom.

(b) The insurance shall be written for not less than the limits of liability specified below, or such limits required by law, whichever is greater:

| <u>Type of Insurance</u>                              | <u>Required Coverages</u>   |
|---|---|
| (i) Worker's Compensation;<br>Employer's Liability    | Illinois statutory limit<br>\$500,000 per accident                |
| (ii) Comprehensive General<br>Liability:              | \$1,000,000 per occurrence  |
| Bodily Injury   | \$1,000,000 per occurrence  |
| Property Damage                                       | \$1,000,000 per occurrence  |
| Personal Injury                                       | \$1,000,000 per occurrence  |
| Bodily Injury, Personal Injury<br>and Property Damage | \$1,000,000 combined single-limit per<br>occurrence and aggregate |

| <u>Type of Insurance</u>            | <u>Required Coverages</u>  |
|-------------------------------------|----------------------------|
| (iii) Business Automobile Liability | \$1,000,000 per occurrence |

(c) Developer shall require the architect or engineer of record, as applicable, and other design professionals to purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$1,000,000, with a maximum deductible of \$100,000.

(d) Insurance certificates, in form and content acceptable to County, evidencing all insurance coverages referred to in this section, shall be delivered to County before Developer commences rendering the Services under this Agreement. The insurance certificates shall provide and specify that the related insurance coverage shall not be cancelled without at least thirty (30) calendar days prior written notice having been given to County. It is also understood and agreed that it is Developer's sole burden and responsibility to coordinate activities between itself, County, and Developer's insurer(s) so that the insurance certificates are acceptable to and accepted by County within the time limits described in this section.

(e) The County and its past, present and future officers, officials, employees and volunteers are to be covered as additionally insured on all insurance coverages required by this Agreement, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services shall memorialize that Developer or Developer's subcontractor's ("**Primary Insureds**") insurance, shall apply on a primary basis, and that any other insurance maintained by County shall be in excess of and shall not contribute to or be commingled with the Primary Insureds' insurance. Where County has been named as an additional insured, Developer shall include the provisions of this subsection in its subcontractors' contracts at all tiers and the Primary Insureds' insurance shall contain a severability of interest provision stating that, except with respect to total limits of liability, all insurance shall apply separately to each Primary Insured or the additional insured in the same manner as if separate policies had been issued to each.

(f) Developer shall, upon thirty (30) days' written request from County, deliver copies to County, or make copies available for County's inspection, of any or all insurance policies that are required in this Agreement. If Developer fails to deliver or make such copies available to County; or, if Developer fails to obtain new insurance or have a previous insurance policy reinstated or renewed; or, if Developer fails in any other regard to obtain coverage sufficient to meet the terms and conditions of this Agreement; then County may, at its sole option and as its sole remedy, terminate this Agreement for cause pursuant to the terms and conditions.

(g) Developer acknowledges, understands, and agrees that it shall give prompt and prior written notice to County that any insurance policy defined or contemplated has lapsed, its limits have been reduced below the amounts required hereunder or such policy has otherwise been terminated.

**Section 5.02. Waiver of Claims/Subrogation.** To the extent permitted under its policies of insurance and applicable law, Developer agrees that regarding any loss or claim that is covered by insurance then carried by Developer: (a) Developer releases County of and from any and all claims regarding such loss to the extent of the insurance proceeds paid with respect thereto and specifically excepting from such release any deductible required to be paid; and (b) Developer's insurance companies shall have no right of subrogation against the County or County's agents, contractors, employees, licensees, or invitees on account thereof.

**Section 5.03. Indemnity.** To the full extent permitted by law, Developer shall indemnify, defend, and hold harmless County, and each of County's Affiliates, employees, members, partners, officers, directors, agents, consultants, attorneys, successors, and assigns, from and against any and all liabilities, losses, claims, costs, damages, and expenses (including, without limitation, attorneys' fees, costs, and expenses, but specifically excluding any consequential, special, or punitive damages) arising from, relating to, or in connection with, any act or failure to act by Developer which results from: (a) the negligence, fraud, or willful misconduct of Developer; (b) an Event of Default of Developer; or (c) acts by Developer outside the scope of authority granted under this Agreement. This Section 5.03 shall survive the expiration or earlier termination of this Agreement.

## **ARTICLE VI. FORCE MAJEURE**

### **Section 6.01. Force Majeure.**

(a) Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any obligation of this Agreement, when and to the extent such failure or delay is caused by a Force Majeure Event. The failure or inability of either party to perform its obligations in this Agreement due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the period of such delay.

(b) Either party (the "**Noticing Party**") shall give the other party notice as soon as reasonably practical of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is expected to continue. The Noticing Party shall use commercially reasonable efforts to minimize the effects of such Force Majeure Event. The Noticing Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the failure or delay remains uncured for a period of one hundred twenty (120) consecutive days following written notice given by the Noticing Party under this Section, the County or Developer may thereafter terminate this Agreement on thirty (30) days' written notice.

## **ARTICLE VII. REPRESENTATIONS AND WARRANTIES**

**Section 7.01. Developer Representations.** Developer hereby represents, warrants, and covenants to County as follows:

(a) Developer is a [\_\_\_\_\_], duly formed, validly existing, and in good standing under the laws of the State of [\_\_\_\_\_] and is qualified to do business and is in good standing under the laws of the State of Illinois.

(b) Developer has all requisite power and authority, has taken all actions required by its organizational documents and applicable law, and has obtained all necessary consents, to: (i) execute and deliver this Agreement; and (ii) consummate the transactions contemplated by this Agreement. This Agreement has been duly authorized and properly executed and delivered and constitutes the valid and binding obligations of Developer, enforceable in accordance with its terms, subject to principles of equity, bankruptcy, insolvency, and other laws generally affecting creditors' rights and the enforcement of debtors' obligations.

(c) Developer is qualified and has the skill and professional competence, expertise, and experience to undertake the obligations imposed and to perform the Services required by this Agreement and the requirements of a project of the magnitude and scope of the Project.

(d) Developer has and shall at all times during the Term of this Agreement maintain sufficient facilities, expertise, staff, assets, and other resources necessary to perform the Services. The Services shall be performed and rendered by professionals experienced, licensed (if a license is required), and qualified to perform such services in the state in which the Project is located.

(e) Developer holds and shall at all times during the Term of this Agreement maintain all licenses, permits, or other certifications necessary to perform the Services, and is in compliance with and shall continue to comply with all applicable laws.

(f) Neither Developer nor any partner, member, or shareholder of Developer is, and no legal or beneficial interest in a partner, member, or shareholder of Developer is or will be held, directly or indirectly, by a person or entity that appears on a list of individuals and/or entities for which transactions are prohibited by the US Treasury Office of Foreign Assets Control or any similar list maintained by any other governmental authority, with respect to which entering into transactions with such person or entity would violate the USA PATRIOT Act or regulations or any Presidential Executive Order or any other similar applicable law, ordinance, order, rule, or regulation (a "**Prohibited Person**").

**Section 7.02. County Representations.** County hereby represents and warrants to Developer as follows:

(a) County is a body politic of the State of Illinois.

(b) County has all requisite power and authority and has taken all actions required by applicable law, and has obtained all necessary consents, to: (i) execute and deliver this Agreement; and (ii) consummate the transactions contemplated by this Agreement. This Agreement has been duly authorized and properly executed and delivered and constitutes the valid and binding obligations of County, enforceable in accordance with

its terms, subject to principles of equity, bankruptcy, insolvency, and other laws generally affecting creditors' rights and the enforcement of debtors' obligations.

## **ARTICLE VIII. MISCELLANEOUS**

**Section 8.01. Notices.** Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted under this Agreement shall be in writing and delivered to all other parties at the addresses below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States Mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is sent no later than 5:00 p.m. central time on a business day, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

|            |  |
|------------|--|
| To County: | Kendall County, Illinois<br>111 West Fox Street<br>Yorkville, Illinois 60560<br>Attn: Christina Burns, County Administrator<br>Email: cburns@kendallcountyil.gov |
|------------|--|

|                 |  |
|-----------------|--|
| with a copy to: | State's Attorney of Kendall County, Illinois<br>807 West John Street<br>Yorkville, Illinois 60560<br>Attn: Eric Weis<br>Email: eweis@kendallcountyil.gov |
|-----------------|--|

|               |                   |
|---------------|-------------------|
| To Developer: | [PROJECT COMPANY] |
|---------------|-------------------|

Any party shall change its address for purposes of this Section 8.01 by giving written notice as provided in this Section 8.01. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 8.01.

**Section 8.02. Confidentiality.** In providing the Services, Developer may be provided with and may accumulate documentation, data, or other information regarding County (and its partners, members, or shareholders) and the Project that are confidential and proprietary in nature. Developer shall hold and maintain all such documents and other information, including, but not limited to, any plans and specifications, development budgets, feasibility studies, market reports, contracts, and any other reports and data and all components thereof, in the strictest confidence, and shall not disclose any such information to any person or entity without County's prior written



approval, except as may be required to perform the Services under this Agreement or as required by law. Confidential information shall not include information which:

(a) Is or becomes generally available to the public other than as a result of a disclosure by Developer or by a breach of Developer of this provision;

(b) Was within the possession of Developer before being furnished to Developer under this Agreement, if the source of such information was not known by Developer to be bound by a confidentiality agreement with or other contractual, legal, or fiduciary obligation of confidentiality to County regarding such information; or

(c) Becomes available to Developer on a nonconfidential basis from a source other than County, if such source is not bound by a confidentiality agreement with or other contractual, legal, or fiduciary obligation of confidentiality to County regarding such information.

**Section 8.03. Further Assurances.** Each party agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing do not materially increase any party's obligations hereunder or materially decrease any party's rights hereunder.

**Section 8.04. Assignment; Successors and Assigns.** Developer may not assign any of its rights or delegate any of its obligations hereunder without the prior approval of the County, which may be withheld in its sole and absolute discretion. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Developer of any of its obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

**Section 8.05. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 8.06. Subcontractor Contracts.** Developer shall provide a copy of all relevant provisions of this Agreement to all subcontractors hired by it, or for which it may have management responsibilities and shall inform all subcontractors at all tiers that the Services performed hereunder shall strictly comply with this Agreement's terms. Developer shall also furnish County, upon demand, with a copy of all of the subcontractors' at all tiers contracts.

**Section 8.07. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Illinois.

**Section 8.08. Illinois Freedom of Information Act.** As a government agency, County is subject to the Illinois Freedom of Information Act (Illinois FOIA) or 5 ILCS 140/1, et. seq., as

amended. Therefore, the Developer's records and work product are subject to the Illinois FOIA statutes. However, there are various items that may be exempt, which include but are not limited to trade secrets or commercial/financial information that are proprietary, privileged, or confidential, or where disclosure of the same would result in competitive harm. If any such proprietary, privileged, or confidential information or data is included in the Developer's work product, each page that contains this information or data should be marked as such (e.g. "**Proprietary and Competition Sensitive**") in order to indicate Developer's claim to an exemption provided in the Illinois FOIA. Developer shall timely cooperate with the County in complying with Illinois FOIA. It is County's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA.

**Section 8.09. Discrimination.** Developer covenants and agrees that, i) in the furnishing of the Services to County hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, sexual orientation, religion or sex; and ii) Developer shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or laws, and as such rules, regulations, or laws may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this section, County shall have the right to terminate this Agreement.

**Section 8.10. Public Entity Crime.** Any Person or affiliate, as defined in the *Illinois Statutes*, shall not be allowed to contract with County, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date the Solicitation, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date the Solicitation, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with County obtained in violation of this section shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this section shall be removed from the Project and promptly replaced by a subcontractor acceptable to County.

**Section 8.11. Conflict of Interest.** Both parties affirm no County officer or elected official has a direct or indirect pecuniary interest in Pivot, the Developer or this Agreement, or, if any County officer or elected official does have a direct or indirect pecuniary interest in Pivot, the Developer or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

**Section 8.12. Vendor Information Reporting.** In accordance with 35 ILCS 200/18-50.2, Developer shall notify County, in writing, (1) whether Developer 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 Developer or any of its subcontractors holds any certifications for those categories or if they are self-certifying. If Developer or any of its subcontractors self-certifies, Developer shall

notify County in writing whether Developer or any of its subcontractors vendor qualifies as a small business under federal Small Business Administration standards.

**Section 8.13. Submission to Jurisdiction.** The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of, relating to, or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the federal or state courts of the State of Illinois, so long as such courts shall have subject-matter jurisdiction over such suit, action, or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Illinois. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by registered mail to the address set out in Section 8.01 shall be effective service of process for any suit, action, or other proceeding brought in any such court.

**Section 8.14. Waiver of Jury Trial.** EACH PARTY HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING BROUGHT BY THE OTHER PARTY HERETO UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, ANY AND EVERY RIGHT EACH PARTY MAY HAVE TO A TRIAL BY JURY.

**Section 8.15. Interpretation and Construction.**

(a) The parties acknowledge that in connection with negotiating and executing this Agreement, each has had its own counsel and advisors and that each has reviewed and participated in drafting this Agreement. The fact that the first draft of this Agreement was prepared by County's counsel as a matter of convenience shall have no import or significance to the construction of this Agreement. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of: (i) this Agreement; (ii) any exhibits to this Agreement; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Agreement.

(b) Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this Agreement.

(c) The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun regarding gender shall include the neutral, masculine, feminine, and plural.

(d) All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

**Section 8.16. Severability.** If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or

unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 8.17. Entire Agreement.** This Agreement, together with and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

**Section 8.18. Amendments.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

**Section 8.19. Services Agreement Superseded.** The Services Agreement, as amended, is hereby superseded and replaced by this Agreement, and the County or Pivot have no further obligation of responsibilities thereunder. The scope of services contemplated under the Services Agreement have been including in this Agreement, and are obligations and responsibilities of the Developer. Any obligations of the County to make payment for the Services that have been satisfied pursuant to the Services Agreement are no longer obligations of the County under this Agreement. In the event of any conflict or ambiguity as to the rights, obligations or responsibilities of the County, Pivot and the Developer under this Agreement and the Services Agreement, the terms of this Agreement shall control and supersede any such conflict or ambiguity.

**Section 8.20. Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**Section 8.21. Remedies Not Exclusive.** Except as may otherwise be expressly provided in this Agreement: (a) the exercise of one or more of the rights and remedies under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, at law, or in equity; and (b) damages at law may not be an adequate remedy for a breach or threatened breach of this Agreement and in the event of a breach or threatened breach of any provision hereunder, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

**Section 8.22. Days; Performance on a Saturday, Sunday, or Holiday.** Whenever the term "**day**" is used in this Agreement, it shall refer to a calendar day unless otherwise specified. A "**business day**" shall mean any weekday except for those weekdays that a banking institution

within the State of Illinois is required by said state to be closed (a "**Holiday**"). Should this Agreement require an act to be performed or a notice to be given on a Saturday, Sunday, or Holiday, the act shall be performed or notice given on the following business day.

**Section 8.23. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Section 8.24. Time of the Essence.** Time is of the essence in the performance of this Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

**COUNTY OF KENDALL, ILLINOIS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**[PROJECT COMPANY].**

a [\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title:

ACKNOWLEDGED AND AGREED TO BY:

Pivot Tech Development Inc.,  
a Delaware corporation

By: \_\_\_\_\_

Name: James Cannon

Title: CEO

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE  
COUNTY OF KENDALL, ILLINOIS.

\_\_\_\_\_, 2024

\_\_\_\_\_  
County Board Charmain  
Kendall County, Illinois

**EXHIBIT A**

**SERVICES AND PREDEVELOPMENT COSTS**

1. **MARKET STUDY: UPTAKE:** County will pay Developer an amount not to exceed One Hundred Forty Thousand Dollars and No Cents (US \$140,000.00) for research, contracting, marketing, permitting, last mile planning, and feasibility endorsements, all related to the State of Illinois DCEO Grant requirements in part and the overall progress of the Project.

Completion Date:

2. **DEBT FINANCING RETAINER:** County will pay Developer an amount not to exceed Fifty Thousand Dollars and No Cents (US \$50,000.00) for financial vehicle establishment. To the extent this retainer is paid to an underwriter, placement agent or broker-dealer that also receives a fee in connection with the successful financing of the Project, this fee shall be repaid by the Developer to the County upon financial close.

Completion Date:

3. **CUSTOMER ACQUISITION:** County will pay Developer an amount not to exceed One Hundred and Twenty Thousand Dollars and No Cents (US \$120,000.00) for marketing expenses to secure network customers.

Completion Date:

4. **NETWORK SURVEY:** County will pay Developer an amount not to exceed of One Hundred and Fifty Thousand Dollars and No Cents (US \$150,000.00) for LiDAR survey work necessary for network design and planning.

Completion Date:

5. **PLANNING WORKSHOP:** County will pay Developer an amount not to exceed Ten Thousand Dollars and No Cents (US \$10,000.00) to conduct a planning workshop with other development partners on site in Kendall County.

Completion Date:

6. **LEGAL FEES:** County will pay Developer an amount not to exceed Three Hundred Thousand Dollars and No Cents (US \$300,000) for actual legal costs incurred by the Developer associated with drafting and finalizing contracts required for the Project. Full descriptive invoices shall be submitted for review and approval by the County, and the County shall, in its sole discretion, agree to accept or deny payment for such invoices.

Completion Date:

7. **PERMITTING:** The County will pay Developer an amount not to exceed Two Hundred Thousand Dollars and No Cents (US \$200,000.00) for permit fees associated with rail and Spectrum licenses required for the Project.

Completion Date:

8. **PROGRAM MANAGEMENT:** The County will pay Developer an amount not to exceed Two Hundred and Forty Thousand and No Cents (US \$240,000.00) for program management services. The program management fee shall be invoiced upon financial close.

Completion Date:

9. **FINANCIAL MODELING:** The County will pay Developer an amount not to exceed Ten Thousand Dollars and No Cents (US \$10,000.00) for financial modeling fees necessary for the finance, planning or future operations of the network if parties agree such models are necessary.

Completion Date:

#### **SUMMARY OF PREDEVELOPMENT COSTS**

| <u>Service</u>          | <u>Provider</u> | <u>Cost</u>        |
|-------------------------|-----------------|--------------------|
| Market Study-Uptake     | Pivot           | \$140,000          |
| Debt Financing Retainer | MCM             | \$50,000           |
| Customer Acq.           | Marketing Exp.  | \$120,000          |
| Network Survey          | LiDAR           | \$150,000          |
| Planning                | Workshop        | \$10,000           |
| Legal Fees              | Legal fees      | \$300,000          |
| Permitting              | Rail/Spectrum   | \$200,000          |
| Program Management      | Pivot/Alma      | \$240,000          |
| Financial Modeling      | TBD             | \$10,000           |
| <b>TOTAL AMOUNT</b>     |                 | <b>\$1,220,000</b> |