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**KENDALL COUNTY**  
**PLANNING, BUILDING & ZONING COMMITTEE MEETING**  
110 West Madison Street • Court Room • Yorkville, IL • 60560  
(630) 553-4141 Fax (630) 553-4179

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**AGENDA**

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Monday, February 10, 2025 – 6:30 p.m.

**CALL TO ORDER:**

**ROLL CALL:** Brian DeBolt, Elizabeth Flowers, Dan Koukol, Ruben Rodriguez (Vice-Chairman), and Seth Wormley (Chairman)

**APPROVAL OF AGENDA (VV):**

**APPROVAL OF MINUTES (VV):**

Approval of Minutes from January 13, 2025, Meeting  
(Pages 3-14)

Approval of Minutes from February 1, 2025, Special  
Meeting (Pages 15-31)

**PUBLIC COMMENT:**

**EXPENDITURE REPORT:**

Review of Expenditures from January 2025 (Pages 32-36)

**PETITIONS:**

None

**NEW BUSINESS:**

1. Approval of a Contract with Teska Associates, Inc to Update the Kendall County Land Resource Management Plan in its Entirety at a Cost Not to Exceed \$184,380; Related Invoices to Be Paid from Line Item 131605-66500 (Roll Call Vote) (Pages 37-48)
2. Approval of a Process for Approving Amendments to the County-Wide Stormwater Management Ordinance Division of the Kendall County Code (VV) (Pages 49-129)
3. Approval of Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed \$125.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item 11001902-62090 (Roll Call Vote) (Pages 130-131)
4. Approval of a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois (Roll Call Vote) (Pages 132-144)
5. Approval of Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2024 NPDES – MS 4 Requirements in an Amount Not to Exceed \$2,800 Plus Reimbursable Costs (Costs + 10%) (Final Vote; Roll Call Vote) (Pages 145-150)
6. Follow-Up on Kendall County Regional Planning Commission Annual Meeting
7. 2024 County-Wide Building Permit Memos (Pages 151-152)

OLD BUSINESS:

1. Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township
2. Approval of a Policy for Historic Preservation Commission Review of Demolition and Alteration Permits on Structures Identified in Historic Structure Surveys (Final Vote; Roll Call Vote) (Pages 153-154)
3. Update on Planning, Building and Zoning Department Staffing

REVIEW VIOLATION REPORT (Pages 155-156):

REVIEW PRE-VIOLATION REPORT (Pages 157-158):

UPDATE FROM HISTORIC PRESERVATION COMMISSION:

1. Historic Preservation Organization Meeting-February 19, 2025, at 5:30 p.m., at the Plano Stone Church Community Center (Page 159)

REVIEW PERMIT REPORT (Pages 160-163):

REVIEW REVENUE REPORT (Page 164):

CORRESPONDENCE:

COMMENTS FROM THE PRESS:

EXECUTIVE SESSION:

ADJOURNMENT (VV):

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 PLANNING, BUILDING & ZONING COMMITTEE**  
*Kendall County Historic Court House*  
*Court Room*  
*110 W. Madison Street, Yorkville, Illinois*  
**6:30 p.m.**

**Meeting Minutes of January 13, 2025 – Unofficial until Approved**

**CALL TO ORDER**

The meeting was called to order by Chairman Wormley at 6:31 p.m.

**ROLL CALL**

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

Committee Members Absent: Elizabeth Flowers and Dan Koukol

Also Present: Matthew H. Asselmeier, Director, Wanda A. Rolf, Office Assistant

**APPROVAL OF AGENDA**

Member Rodriguez made a motion, seconded by Member DeBolt, to approve the agenda as presented. With a voice vote of three (3) ayes, the motion carried.

**APPROVAL OF MINUTES**

Member DeBolt made a motion, seconded by Member Rodriguez, to approve the minutes of the November 12, 2024, meeting. With a voice vote of three (3) ayes, the motion carried.

**PUBLIC COMMENT**

None

**EXPENDITURE REPORT**

Review of Expenditures from November

The Committee reviewed the Expenditure Report from November 2024.

Review of End of Fiscal Year Escrow Report

The Committee reviewed the Report.

Review of Expenditures from December

The Committee reviewed the Expenditure Report from December 2024.

Chairman Wormley welcomed Member DeBolt to the Committee.

**PETITIONS**

Petition 24-31 Kendall County Zoning Administrator

Mr. Asselmeier summarized the request.

Effective January 1, 2010, the State of Illinois raised the weight limits on local roads from seventy-three thousand two hundred eighty (73,280) pounds to eighty thousand (80,000)

pounds. Local road authorities could still post roads for lesser amounts, but unposted roads were raised to the higher weight limit.

The zoning regulations for composting facilities, landscaping businesses, and storage facilities for motor vehicles, boats, trailers, and recreational vehicles retained the old number.

Staff was proposing to raise the number to match State regulations. The redlined version of the amendments were as follows:

Section 36-282 (20) (j) (Regulation of Composting Facilities)

Truck weights shall be limited to ~~seventy-three thousand two hundred eighty (73,280)~~ **eighty thousand (80,000)** pounds.

Section 36-282 (32) (b) (Regulation of Landscaping Businesses)

The business shall be located on, and have direct access to, a State, County or collector highway as identified in the County's Land Resource Management Plan, having an all-weather surface, designed to accommodate loads of at least ~~seventy-three thousand two hundred eighty (73,280)~~ **eighty thousand (80,000)** pounds 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.

Section 36-282 (54) (Regulation of Storage Facilities for Motor Vehicles, Boats, Trailers, and Recreational Vehicles)

Storage facilities for motor vehicles, boats, trailers, and other recreational vehicles, provided that the business shall be located on, and have direct access to, a State, County or collector highway as identified in the County's Land Resource Management Plan, having an all-weather surface, designed to accommodate loads of at least ~~seventy-three thousand two hundred eighty (73,280)~~ **eighty thousand (80,000)** pounds. Unless specifically permitted under a special use permit, all storage shall be in enclosed buildings. Self-storage or mini-warehouse facilities are specifically prohibited in the A-1 Agricultural District.

Petition information was sent to the Townships on October 25, 2024. To date, no comments have been received.

ZPAC reviewed the proposal at their meeting on November 5, 2024, and voted to forward the proposal to the Kendall County Regional Planning Commission by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on December 11, 2024. Discussion occurred regarding why the text had not been changed previously. Discussion also occurred regarding input from the Highway Engineer; the Highway Engineer had brought up this issue previously when evaluating special use permits for landscaping business. The Kendall County Regional Planning Commission recommended approval of the proposal 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 held a public hearing on this proposal on December 16, 2024. Nobody from the public testified at the public hearing and the Kendall County Zoning Board of Appeals recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition. The minutes of the hearing were provided.

The draft ordinance was provided.

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

The votes were as follows:

Yeas (3): DeBolt, Rodriguez, and Wormley

Nays (0): None

Abstain (0): None

Absent (2): Flowers and Koukol

The motion carried.

The proposal will go to the January 21, 2025, Kendall County Board meeting on the consent agenda.

*Petition 24-32 Kendall County Zoning Administrator*

Mr. Asselmeier summarized the request.

As part of the codification review process, the Sheriff's Department requested that the enforcement regulations for window signs contained in Section 36-1051 (12) be amended.

The redlined version of the text is as follows:

Window signs. Window signs shall be affixed only to the interior surface of the glass and shall not be located on any windows above the first floor of the building. Such signs shall not exceed thirty-five (35) percent of the window surface area for each building face. Signs shall not be affixed in such a manner that a safety hazard to customers or staff of the establishment is created by the obstruction of vision. The **County-Sheriff Zoning**

**Administrator** or designee shall be empowered to require the removal or relocation of any such sign deemed to be a safety hazard.

To Staff's knowledge, the above section of the Zoning Ordinance portion of the Kendall County Code is the only section of the Zoning Ordinance portion of the Kendall County Code where enforcement was assigned to someone other than the Zoning Administrator or their designee.

Information was sent to the Townships on October 25, 2024. To date, no comments have been received.

ZPAC reviewed the proposal at their meeting on November 5, 2024, and voted to recommend approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on December 11, 2024, and recommended approval of the proposal 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 held a public hearing on this proposal on December 16, 2024. No members of the public testified at the public hearing. The Kendall County Zoning Board of Appeals recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition. The minutes of the hearing were provided.

The draft ordinance was provided.

Member DeBolt asked how the County would become aware of such violations. Mr. Asselmeier responded that either the County received a complaint or the County observed the sign; in most cases, someone called in the complaint.

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

The votes were as follows:

Yeas (3): DeBolt, Rodriguez, and Wormley  
Nays (0): None  
Abstain (0): None  
Absent (2): Flowers and Koukol

The motion carried.

The proposal will go to the January 21, 2025, Kendall County Board meeting on the consent agenda.

The proposal will go to the January 21, 2025, Kendall County Board meeting on the consent agenda.

Petition 24-33 Kendall County Zoning Administrator

Mr. Asselmeier summarized the request.

Parks are presently special uses in the A-1, M-1 and M-2 Districts and they are permitted uses in the R-1, R-2, R-3, and RPD Districts.

The Oswegoland Park District operates Winrock Park at 21 Winrock Road, SuzanJohn Park at 29 Hampton Road, and Augusta Lake Park at 116 Augusta Road. Winrock Park is zoned R-7 and the other two (2) parks are zoned R-6.

The above parks are presently legally non-conforming which could create regulatory issues if the Oswegoland Park District decided to make changes to the parks; Staff was not aware of any proposed changes at this time.

Staff proposed to add parks to the list of permitted uses in the R-4, R-5, R-6, and R-7 Districts by amending Section 36-535 adding parks in the appropriate place alphabetically to the list of permitted uses in these districts and related text changes.

No property can be rezoned to the R-4, R-5, R-6, or R-7 zoning districts.

Information was sent to the Townships and Park Districts on October 25, 2024. No comments received.

ZPAC reviewed the proposal at their meeting on November 5, 2024, and voted to recommend approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on December 11, 2024, and recommended approval of the proposal 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 held a public hearing on this proposal on December 16, 2024. No members of the public testified at the public hearing. It was noted that, if the proposal was approved as proposed, the parks in the applicable zoning district would conform generally to zoning regulations. The Kendall County Zoning Board of Appeals recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition. The minutes of the hearing were provided.

The draft ordinance was provided.

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

The votes were as follows:

Yeas (3): DeBolt, Rodriguez, and Wormley

Nays (0): None  
Abstain (0): None  
Absent (2): Flowers and Koukol

The motion carried.

The proposal will go to the January 21, 2025, Kendall County Board meeting on the consent agenda.

Petition 24-34 Kendall County Regional Planning Commission

Mr. Asselmeier summarized the request.

Section 36-247 (7) (a) of the Kendall County Code contains the following regulations regarding the setback of certain pipelines from Occupied Principal Structures:

“All pipelines greater than ten (10) inches in diameter which carry/conduct flammable or hazardous material shall be located a minimum of five hundred (500) feet from any occupied principal structure.”

In July 2024, the Kendall County Regional Planning Commission requested Staff to contact the municipalities and neighboring counties to ask what their regulations were pertaining to setback and the reason for their respective setback. A table with that information was provided.

Staff also contacted a representative from a pipeline company to see what the industry standard was for temporary construction easements. That email was provided.

At their meeting on September 25, 2024, the Kendall County Regional Planning Commission, by a vote of eight (8) in favor and zero (0) in opposition with two (2) members absent voted to initiate a text amendment to the Kendall County Zoning Ordinance reducing the setback from five hundred (500) feet to twenty-five feet (25).

The redlined version of the proposal is as follows:

“All pipelines greater than ten (10) inches in diameter which carry/conduct flammable or hazardous material shall be located a minimum of ~~five hundred (500)~~ **twenty-five (25)** feet from any occupied principal structure.”

The Commission’s reasons for the proposal were as follows:

1. The present five hundred (500) foot regulation negatively impacted a property owner’s ability to use their land by consuming too much land for setback purposes.
2. The present five hundred (500) foot regulation did not address public health and safety. The regulation of pipeline depth more adequate addresses public health and safety. Pipelines become a problem for public health and safety when they are disturbed and, if a pipeline is disturbed, five hundred (500) feet would not be



an adequate setback to prevent property damage.

Information was sent to the Townships on October 25, 2024. No comments received.

ZPAC reviewed the proposal at their meeting on November 5, 2024, and voted to forward the proposal to the Kendall County Regional Planning Commission by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent with the suggestion that the setback be five feet (5') as measured from the permanent easement line instead of being measured from the pipeline. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on December 11, 2024. Discussion occurred regarding the measurement and the suggestion from ZPAC. It was noted that the width of easements and the placement of pipelines within easements also differed. The Kendall County Regional Planning Commission recommended approval of the original proposal by a vote of seven (7) in favor and two (2) in opposition with one (1) member absent. Chairman Ashton and Tom Casey voted no because they believed that five hundred feet (500') was excessive and twenty-five feet (25') was insufficient. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on this proposal on December 16, 2024. No members of the public testified at the public hearing. Discussion occurred regarding property values if homes are placed closer to pipelines. Member Prodehl stated that she did not have enough information to make an informed decision. Member LeCuyer favored a fifty foot (50') setback. The general consensus was that the present regulation was excessive and twenty-five feet (25') was insufficient. The Kendall County Zoning Board of Appeals recommended denial of the proposal by a vote of zero (0) in favor and seven (7) in opposition. The minutes of the hearing were provided.

The draft ordinance was provided.

Member DeBolt felt that twenty-five feet (25') was insufficient, but fifty foot (50') could work. He requested clarification on the Zoning Board of Appeals recommendation. Mr. Asselmeier said the Zoning Board of Appeals favored fifty foot (50').

Chairman Wormley asked where the measurement started and ended. Mr. Asselmeier responded that the measurement starts at the pipeline and goes to the occupied principal structure.

Chairman Wormley expressed concerns regarding the lack of knowledge of where pipelines were located within easements. Pipelines might not be located at the center of easements. As such, he was not in favor of having the measurement based on the location of pipelines.

Member Rodriguez asked about grandfathering. The existing pipelines would be grandfathered. The greater concern was building future homes near pipelines.

Discussion occurred regarding the agricultural exemption in zoning. The proposal was created with future, non-agricultural uses in mind and future expansion of pipelines.

Discussion occurred regarding typical easement widths. Easement widths could vary depending on what is located underground. Legally recorded easements would take precedent over County zoning regulations.

Chairman Wormley favored having the measurement start at the edge of an easement because the location of most easements were recorded. As such, the boundaries of an easement was known while the specific location of a pipeline within an easement was unknown. He discussed having a fifty foot (50') setback from the center of an easement.

Discussion occurred regarding federal regulations.

Discussion occurred regarding having multiple pipes within an easement.

Discussion occurred regarding pipeline safety compared to other forms of transportation of dangerous materials.

For clarity purposes, the measurement would be taken from a permanent easement.

Member Rodriguez asked when the last time the County received a permit application for a structure within the setback based on current regulations. Mr. Asselmeier could not recall a case where this occurred.

Member Rodriguez favored having a drawing illustrating the proposal.

Member DeBolt favored a fifty foot (50') setback.

Discussion occurred regarding changing the proposal to have the setback be fifty feet (50') as measured from the center of the permanent easement to any occupied principal structure.

Discussion occurred regarding wider easements based on the current proposal. The easement would supersede the County regulations.

Chairman Wormley favored having a twenty-five foot (25') setback as measured from the edge of the easement. This would take into account the width of a given easement. Discussion occurred regarding the width of easements at valve sites.

Discussion occurred regarding the process of amending the proposal. Mr. Asselmeier noted that the proposals currently under discussion are more restrictive than what was originally proposed. The Committee could make the proposal stricter without restarting the approval process.

Chairman Wormley favored clearing up the language even if the setback is not necessarily needed.

Chairman Wormley, seconded by Member Rodriguez, made a motion to amend the proposal to set the setback at twenty-five feet (25') as measured from the edges of a permanent easement to the occupied principal structure.

Chairman Wormley provided a history of the proposal.

The total setback would be fifty feet (50') on both sides of an easement.

The votes were as follows:

Yeas (3): DeBolt, Rodriguez, and Wormley  
Nays (0): None  
Abstain (0): None  
Absent (2): Flowers and Koukol

The motion carried.

The proposal will go to the January 21, 2025, Kendall County Board meeting on the regular agenda.

#### **NEW BUSINESS:**

##### **Selection of Committee Vice-Chair**

Chairman Wormley selected Member Rodriguez as Committee Vice-Chair.

##### **Approval of Annual Renewal of Mobile Home Permit at 13443 Fennel Road**

Mr. Asselmeier provided the application for the mobile home permit, which is for a medical reason.

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

The votes were as follows:

Yeas (3): DeBolt, Rodriguez, and Wormley  
Nays (0): None  
Abstain (0): None  
Absent (2): Flowers and Koukol

The motion carried.

Approval of a Request from Lisbon Township to Extend the Deadline to Install Botanicals at 15759 Route 47

Mr. Asselmeier summarized the request.

In July 2022, the County Board approved a special use permit for a governmental building or facility by Ordinance 2022-19 at 15759 Route 47.

Condition 2.B required the installation of botanicals by June 1, 2024.

On May 6, 2024, the Committee approved a request to extend the deadline until December 1, 2024.

On November 12, 2024, the Lisbon Township Highway Commissioner submitted a request to extend the deadline to May 1, 2025.

Chairman Wormley favored granting a longer extension in order to avoid granting additional extensions and to avoid issues if spring is late.

The consensus of the Committee was not to grant additional extensions unless there was a good reason.

Discussion occurred regarding the funding for the project.

Member DeBolt made a motion, seconded by Member Rodriguez, to approve the extension until July 1, 2025, and require Lisbon Township to attend a meeting in the future if additional extensions are necessary.

The votes were as follows:

Yeas (3): DeBolt, Rodriguez, and Wormley

Nays (0): None

Abstain (0): None

Absent (2): Flowers and Koukol

The motion carried.

Update on Stormwater Ordinance Violation at 7821 Route 71

Mr. Asselmeier reported that a stormwater management permit had been issued and closed for the work that previously occurred at the property. The lien for the previous violation was still in place.

Review of 2025 Application Calendar

The Committee reviewed the application calendar.

Short-Term Rental Renewal Update

The Committee reviewed the table of short-term rental licenses.

Kendall County Regional Planning Commission Annual Meeting-February 1, 2025, at 9:00 a.m.

The Committee reviewed the save-the-date information for the meeting.

The Committee will have a special meeting at the same time.

Review of Departmental Policies

Voluntary Compliance/Code Enforcement Policy

Debt-Free Applicant Policy

Stormwater Investigation Cost Policy

Proposed Historic Preservation Commission Policy to Review Demolition and Alteration

Permits at Structures Identified in Historic Structure Surveys

The Committee reviewed the policies.

Update on Planning, Building and Zoning Department Staffing

Mr. Asselmeier reported that at the last Admin/HR meeting, the Committee approved transferring economic development to Administration. The PBZ Department made a job offer to a candidate for the Code Official position; HR is conducting background checks.

**OLD BUSINESS:**

Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township

Mr. Asselmeier stated that WBK is waiting for calculation information from the applicant's engineer.

November 14, 2024, Homeowners Association Training Event

The training occurred in the County Board Room. Twelve (12) people from nine (9) organizations attended the training.

**REVIEW VIOLATION REPORT:**

Review of Violation Report from December 2024

The Committee reviewed the report.

Review of FY23-24 Inspection Report

The Committee reviewed the report.

**REVIEW PRE-VIOLATION REPORT:**

The Committee reviewed the report.

**UPDATE FROM HISTORIC PRESERVATION COMMISSION:**

Historic Preservation Organization Meeting-February 19, 2025, at 5:30 p.m., at the Plano Stone Church Community Center

The Committee reviewed the save-the-date information.

The historic preservation award window is now open.

The County is still waiting on the State regarding the application for a Certified Local Government Grant for an historic structure survey of unincorporated Seward and Na-Au-Say Townships.

**REVIEW PERMIT REPORT:**

Review Permit Report for November 2024

The Committee reviewed the report.

Review Permit Report for December 2024

The Committee reviewed the report.

Review of End of Year Permit Report

The Committee reviewed the report.

**REVIEW REVENUE REPORT:**

Review of November 2024 Revenue Report

The Committee reviewed the report.

Review of 2011-2024 Revenue Report

The Committee reviewed the report.

Review of December 2024 Revenue Report

The Committee reviewed the report.

**CORRESPONDENCE**

None

**COMMENTS FROM THE PRESS:**

None

**EXECUTIVE SESSION**

None

**ADJOURNMENT:**

Member Rodriguez made a motion, seconded by Member DeBolt, to adjourn. With a voice vote of three (3) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 7:53 p.m.

Minutes prepared by Matthew Asselmeier, Director

**KENDALL COUNTY  
PLANNING, BUILDING AND ZONING COMMITTEE  
REGIONAL PLANNING COMMISSION**

*Kendall County Historic Court House  
Court Room  
110 W. Madison Street, Yorkville, Illinois*

**Unapproved Meeting Minutes of February 1, 2025 - Annual Meeting**

Call to Order: Kendall County Regional Chairman Keith Landovitz called the meeting to order at 9:00 a.m.

Kendall County Planning, Building and Zoning Committee Chairman Seth Wormley called the meeting to order at 9:00 a.m.

**KCRPC Roll Call**

Members Present: Bill Ashton, Eric Bernacki (Vice-Chairman), Tom Casey, Dave Hamman, Keith Landovitz (Chairman), Karin McCarthy-Lange (Secretary), Ruben Rodriguez, Bob Stewart, Claire Wilson, and Seth Wormley

Members Absent: Bill Ashton and Bob Stewart

**Planning, Building and Zoning Committee Roll Call**

Members Present: Dan Koukol, Ruben Rodriguez (Vice-Chairman), and Seth Wormley (Chairman)

Members Absent: Brian DeBolt and Elizabeth Flowers

Staff Present: Matt Asselmeier, Director, Wanda A. Rolf, Administrative Assistant, Todd Volker, Economic Development Coordinator, and Christina Burns, County Administrator

Members of the Audience: Mike Hoffman, Randy Mohr, Clarence DeBold, Aaron Klima, Matt Kellogg, Ray Heitner, Helen Miller, Krysti Barksdale-Noble, Sara Mendez, David Hansen, Vito Bonomo, Rachel Riemenschneider, Cliff Fox, Tom LeCuyer, Alec MacDonald, and Sheri Pellegrini

**Welcoming Remarks**

Kendall County Regional Planning Commission Chairman Landovitz welcomed and thanked everyone for attending the annual meeting and explained the purpose of the meeting. Chairman Landovitz explained the purpose of the meeting. This meeting was to share with our partners' community development, land use, and governance and for them to share with us major plans this past year and the future years.

Member Rodriguez stated he wanted to thank Bill Ashton for all the years he served on this Commission and for his service to the County. Member Rodriguez wanted to recognize and

congratulate the new Chairman, Keith Landovitz. Member Rodriguez acknowledged the passing of Larry Nelson. He also thanked the members of the audience for coming to the meeting and looked forward to hearing the kinds of things that are being implemented in their communities.

Chairman Landovitz spoke about filling the shoes of two (2) previous members. One (1) is Bill Ashton and the other is Larry Nelson who passed away last year. Both contributed years of long standing dedication to Kendall County.

### **Approval of Agenda**

Member McCarthy-Lange made a motion, seconded by Member Rodriguez, to approve the agenda.

With a voice vote of eight (8) ayes, the motion carried.

### **Review of Minutes from 2024 Annual Meeting**

Member Hamman made a motion, seconded by Member McCarthy-Lange, to approve the minutes from the 2024 Annual Meeting.

With a voice vote of eight (8) ayes, the motion carried.

### **Request for Plan Amendments**

#### **Reclassification of Property Owned by Yorkville School District 115 on River Road (PINs: 02-30-400-006 and 02-31-226-002) in Bristol Township from Rural Residential to Public/Institutional if the Properties Remain Unincorporated**

Mr. Asselmeier stated that Yorkville School District 115 purchased these properties in 2024. Yorkville School District is pursuing annexation to Yorkville. However, if the annexation is not approved, these properties would be reclassified as Public/Institutional. If annexation is approved, Yorkville School District will be classified as Urban Areas. Yorkville School District has not determined specific uses for the properties, but they would be used for educational purposes.

### **Update of the Land Resource Management Plan in its Entirety**

Mike Hoffman, Teska Associates, Inc., discussed the current proposal to update the Plan. Mr. Hoffman stated that Teska Associates Inc. has worked with Kendall County on and off for many years. Mr. Hoffman spoke about three (3) key pieces, evaluation and vision was the first step. Assessing what is happening in the county and look at current policies. Mr. Hoffman was looking at the policies in the existing plan and would like to cut back on some of the policies and focus on the most important issues. Mr. Hoffman stated that the next piece were specific components of the Plan in terms of future land use, transportation systems, and sustainability and how those items fit together. Lastly, developing specific strategies to implement the components developed and achieve the vision that was being proposed in the overall Plan. Unlike the existing Plan, he was proposing to do this on a countywide basis instead of a township basis. There will still be meetings and community outreach at various locations



throughout the County; one (1) of the key processes was more public engagement. There will be a very interactive website where residents can provide input into the planning process. There will be some survey work. Coordination with County staff and municipal and township staff will also occur. There will be meetings on a regular basis to talk about where the plan is, what issues are coming up, and what needs to be addressed. Mr. Hoffman said there will be some focus groups in this process to reach out to specific segments of the community. There will be larger scale workshops in different parts of the County and open houses once a general proposal has been prepared. There will also be a public hearing toward the end of the planning process. Mr. Hoffman stated this process will take one (1) to one and a half (1 ½) years to complete.

Member Bernacki asked when will the project start. Mr. Hoffman stated it will start when the County Board authorizes the start date. Mr. Asselmeier stated that the proposed contract will be at the Planning, Building, and Zoning meeting on February 10, 2025, and, if approved, it will go to the County Board on February 18, 2025, for final approval.

Member Wilson stated that she has been on the Commission for about eighteen (18) years and has seen a substantial change in the County from being very rural to commercial and residential. Member Wilson sees more tension between rural and commercial or residential development. She asked Mr. Hoffman if he has any strategies on how to manage that tension. Mr. Hoffman stated the tension is definitely real. He stated the best way is to get people talking to each other and find common ground that was relevant to all sectors of the community. Some actions to minimize the tensions include the use of buffers and having growth and development that is reasonably controlled. That way it's concentrated and not spread out all over the place and not to be integrated in very rural areas. Mr. Hoffman discussed having an interactive website that will allow residents to explain why they want or don't want something.

Mr. Koukol thanked Member Wilson for her time on the Commission. He stated that they both have received some of the same calls from residents. Mr. Koukol stated that people come from urban areas think that there was no zoning in rural parts of Illinois. There are townships in Illinois with signs that state this township is zoned a certain way. This allows people to know in advance how the township is zoned. He discussed having signs at the entrances to the County saying that Kendall County has zoning.

#### **Appointments to the Comprehensive Land Plan and Ordinance Committee**

Chairman Landovitz appointed the following people to the Comprehensive Land Plan and Ordinance Committee for a term ending in January 2026:

Keith Landovitz as Chairman of the Kendall County Regional Planning Commission

Randy Mohr as Chairman of the Kendall County Zoning Board of Appeals

Matt Kellogg as Chairman of the Kendall County Board

Seth Wormley as Chairman of the Kendall County Planning, Building and Zoning Committee

Alyse Olson as the Designee of the Kendall County Soil and Water Conservation District

Scott Gengler as Immediate Past Chairman of the Kendall County Planning, Building and Zoning  
Dave Hamman  
Matthew Prochaska  
Jeff Wehrli

### **2024 PBZ Projects Summary & 2025 Future Projects/Goals**

Mr. Asselmeier reported the summary for 2024 and 2025 future projects and goals.

#### Highlights from 2024:

37 Petitions filed in 2024; 35 Petitions filed in 2023; 27 Petitions filed in 2022; 51 Petitions Filed in 2021; 32 Petitions Filed in 2020; 46 Petitions Filed in 2019; 33 Petitions Filed in 2018; 33 Petitions Filed in 2017

42 New Housing Starts in 2024; 31 New Housing Starts in 2023; 36 New Housing Starts in 2022; 32 New Housing Starts in 2021; 34 New Housing Starts in 2020; 20 New Housing Starts in 2019

375 Total Permits in 2024; 357 Total Permits in 2023; 382 Total Permits in 2022; 354 Total Permits in 2021; 326 Total Permits in 2020; 257 Total Permits in 2019

Total Deposits (Building Fees, Zoning Fees, Land Cash Fees, and Off-Site Roadway) for FY2024 was \$304,439.28; FY2023 was \$211,003.50; Down from \$264,487 in FY2022 and from \$293,941 in FY2021

5 Violations Found Guilty by the Court (1 Stormwater, 1 Illegal Landscaping Business, 1 Junk and Debris and 2 Trailer Parked in Residential Zone)-Largest Fine \$18,100 and Smallest Fine \$500

Codification Project Completed

Approved a Contract with WBK Engineering for Engineering Services for the First Time Since 2009

Held a Training on Waters of the United States and Good Housekeeping Practices and Procedures with the Corps of Engineers and WBK Engineering for Municipal Public Works Staff and Township Highway Commissioners

Held a Training Event for Homeowners' Associations on Best Practices on Stormwater Infrastructure Maintenance and Code Enforcement Information with WBK.

Renewed the Contract with the Plumbing Inspector

Renewed the Contract with Teska Associates for General Planning Services

Updated the Code Enforcement Officer Job Description by Making the Position Full-Time and Started Recruiting for the Position

Initiated Text Amendments Related to Pipeline Depth, Pipeline Setbacks, Increasing Weight Requirements on Certain Roads, Window Sign Regulation Enforcement, Adding Parks as Permitted Uses in All Residential Zoning Districts, Reducing Setbacks for Parking in Front Yards

County Board Approved Funding for Updating the Land Resource Management Plan in its Entirety

Continued Doing Annual NPDES Surveys to the Townships

Noxious Weed Related Documents and Notices Drafted and Approved by the County Board

Kendall County Historic Preservation Commission Held Special Meetings at the United Plattville Association Hall, Au Sable Presbyterian Church, the Plano Masonic Lodge, the Henneberry Barn, Pickerill Estate House, the Homestead 1854, and the Kellogg Barn

Worked with Wiss, Janney, Elstner Associates, Inc. on Historic Structure Survey in Unincorporated Kendall and Bristol Townships Funded by a Certified Local Government Grant

Continued to Update the Allocation and Available Lot Databases

Implemented New Violation Permit Tracking System

Code Official Renewed ICC Certifications

Code Official Held Open House in Oswego Township

Continued Historic Preservation Commission Awards

Economic Development Coordinator Organized 2 Job Fairs

Economic Development Coordinator Organized 2 Factory Tours

Economic Development Coordinator Organized 3 Entrepreneur Breakfasts

Economic Development Coordinator Held Approximately 6 Retention Visits with Local Businesses

Economic Development Coordinator Gathered and Organized Information on Available Commercial and Industrial Buildings and Sites

Economic Development Coordinator Organized 4 Kendall Economic Development Association Meetings

Economic Development Coordinator Assisted with the Brazilian Agricultural Tour

Economic Development Coordinator Business Succession Workshops

Economic Development Coordinator Facilitated the Made in Kendall County Program

Economic Development Coordinator Facilitated Summer Internship Program

Planning Director Re-Elected President of Illinois Association of County Zoning Officials

Planning Director Appointed to the Task Force on Interjurisdictional Industrial Zoning Impacts

Planning Director Served on the Illinois State Association of County's Wind and Solar Facilities Task Force

Planning Director Represented Department on the County's Hazard Mitigation Plan Update

Items for 2025:

Update the Land Resource Management Plan

Propose Text Amendments Reducing the Number of Documents Needed for Application Submittal for Site Plans and Subdivisions

Evaluate the Use of ZPAC

Work with WBK Engineering to Update Stormwater Related Regulations to Match the State Model Floodplain Ordinance

We will not have a Full-Time Code Enforcement Officer this year

Continue to Implement and Evaluate the Citation Policies for the Various Ordinances

Work with the Administration Department on Transferring Economic Development to the Administration Department

Work with the Administration Department on the County's Strategic Plan

Work with the Human Resources Department to Develop Onboarding and Training Procedures and Programs for the Regional Planning Commission, Zoning Board of Appeals, and Planning, Building and Zoning Committee

Review the Calculations in the Kendall County Land Cash Ordinance

Continue to Meet with Townships Regarding Their Role in the Development Approval Process

Recruit an Intern to Create Ordinance Index Table and Other Projects

Continue to Monitor Changes to Zoning Related Regulations at the State Level

Continue to Work with GIS to Ensure Correct Zoning Information for Each Parcel

Continue to Work with GIS to Connect Parcels to the Applicable Special Use and Map Amendment Ordinances

Continue to Work to Ensure Special Use Permits that Require Renewals and Reviews Are Examined in a Timely Manner

Ensure that Noxious Weed and NPDES Permit Documents Are Submitted to the State in a Timely Manner

Start the Historic Structure Survey in Unincorporated Na-Au-Say and Seward Townships, Pending Certified Local Government Grant Funding

Continue to Increase the Visibility and Activities of the Historic Preservation Commission Through Collaboration with Other Historic Preservation Organizations and Events

Work with Kendall County EMA to Pursue Disaster Related Grants and Other Funding

Continue Working with the Northwest Water Planning Alliance

Participate with Implementation of CMAP's 'On To 2050 Plan' for the Chicago Region

Continue Reviewing and Addressing Potential Changes to the Zoning Ordinance and Departmental Operations for Increased Efficiency

#### Zoning Petitions Initiations

New Special Use Permits – 4 (2023: 2)

Major Special Use Amendments – 4 (2023: 0)

Minor Special Use Amendments – 3 (2023: 4)

Special Use Permit Revocations – 0 (2023: 1)

Special Use Renewal – 0 (2023: 2)

Variances Not Part of Special Use Permit – 1 (Denied); (2023: 1)

Administrative Variances – 2 (2023: 2)

Stormwater Ordinance Variances – 1 (2023: 0)

Conditional Use Permits – 1 (2023: 1)

Temporary Use Permit – 0 (2023: 0)

Site Plan Review – 4 (2023: 2)

Plat of Vacation – 2 (2023: 3)

Preliminary and Final Plats – 0 (2023: 0)

#### Amendments Initiations

Text Amendments (Including Changes to the Subdivision Control Ordinance) – 6 (2023: 11)

Land Use Plan Amendments – 2 (1 Was Denied) (2023: 1)

Map Amendments – 6 (2023: 1)

Stormwater Ordinance Related Amendments – 0 (2023: 0)

#### Historic Preservation

Landmarks – 0 (2023: 0)

Text Amendment to Ordinance – 0 (2023: 0)

Other – 0 (2023: 0)

#### OTHER

– 1; Building Code Fee Amendment for Veterans with a Disability (2023: 3 Agricultural Areas and 1 Building Code Amendment)

TOTAL PETITIONS – 37 (2023: 35)

#### Meetings

ZPAC – 9 (2023: 8)

RPC – 11 Including Annual Meeting (2023: 8)

ZBA – 10 (2023: 8)

HPC – 9 (2023: 11)

Stormwater Management Oversight Committee – 2 (2023: 1)

Comprehensive Land Plan and Ordinance Committee – 5 (2023: 0)

PBZ – 11 (2023: 12)

Of the 41 ordinances approved by the County Board in 2024, 17 were Planning, Building and Zoning related, not including the codification ordinance. Of the 38 ordinances approved by the County Board in 2023, 21 were Planning, Building and Zoning related. Of the 32 ordinances approved by the County Board in 2022, 18 were Planning, Building and Zoning related. Of the 35 ordinances approved by the County Board in 2021, 19 were Planning, Building and Zoning related. Of the 26 ordinances approved by the County Board in 2020, 13 were Planning, Building and Zoning related. Of the 39 ordinances approved by the County Board in 2019, 22 were Planning, Building and Zoning related.

The Department investigated 1 noxious weed violation in 2023, which was closed for lack of evidence in 2024. The Department investigated 0 additional noxious weed violations in 2024 compared to 0 noxious weed violation investigations in 2022, 2021, 2020, and 2019.

#### Construction Activity

Single-Family Dwelling Units – 42 (31 approved in 2023)

#### New Homes by Township 2024 (2023)

Kendall Township – 10 (9)	Bristol Township – 1 (2)	Na-Au-Say Township – 14 (5)
Fox Township – 7 (7)	Little Rock Township – 2 (1)	Oswego Township – 3 (2)
Lisbon Township – 1 (0)	Seward Township – 4 (3)	Big Grove – 0 (2)

#### New Homes by Select Subdivisions (Approximate Number of Vacant/Total Lots)

Whitetail Ridge – 17 (113/239)	Brighton Oaks – 1 (8/19)
Fields of Farm Colony – 1 (12/160)	Deere Crossing – 1 (14/18)
Schaefer Woods South – 1 (2/37)	Grove Estate – 1 (37/48)
Estates of Millbrook – 6 (66/175)	Tanglewood Trails – 1 (23/39)
Ravine Woods – 1 (9/18)	Woods of Silver Springs – 1 (9/56)
Henneberry Woods – 1 (66/107)	Other (Not in Subdivision): 10

Total Available Single-Family Lots in Subdivisions – 921

Estimated A-1 Available Single-Family Housing Allocations – 596

Average New Single Family Home Permits Since 2000 – 48

Average New Single Family Home Permits Since 2010 – 24

Average New Single Family Home Permits Since 2020 – 35

#### Available Lots in RPD Subdivisions (Total Platted Lots)

Deere Crossing – 14 (18)	Whitetail Ridge – 113 (239)	Brighton Oaks – 8 (19)
Equestrian Estates – 9 (17)	Grove Estates – 37 (48)	Henneberry Woods – 66 (107)
Rosehill – 12 (57)	Schaefer Glen – 6 (6)	Tanglewood Trails – 23 (39)
Highpoint Meadows – 24 (24)	Matlock – 10 (10)	Ravine Woods – 9 (18)
Total Platted RPD Lots – 602    Total Available RPD Lots – 331    Total Developed RPD Lots - 271		

#### Fiscal Year 2024 Detailed Inspection Report

Site Visit	183 (2023: 175)
Footing	106 (2023: 67)
Backfill	30 (2023: 16)
Wall	31 (2023: 18)
Slab	39 (2023: 41)
Electric Service	19 (2023: 21)
Frame/Wire	91 (2023: 81)
Insulation	33 (2023: 30)
Final	193 (2023: 217)
Red Tag	0 (2023: 0)
Hearing Signs	42 (2023: 4)

Meetings in Field	110 (2023: 87)
Violation Investigations	186 (2023: 305)
NPDES	0 (2023: 0)
Yorkville Back for County	28 (2023: 38)
Zoning Issues	9 (2023: 17)

Total Field Visits and Investigations: 1100 (2023: 1117)  
Total Permit Reviewed and Issued: 360; 17 Void (2023: 358; 4 Void)  
Contracted Plumbing Inspections: 114 (2023: 96)  
Inspections for Yorkville per IGA: 0 (2023: 0)

2025 Goals of Code Official  
Provide Public Educational Event  
Adopt 2024 Code Editions  
Work with GIS to Update Building Permit Tracking System  
Obtain Continuing Education Credits As Need to Renew Certifications in 2027

Member Wilson asked about what was involved in business retention visits. Mr. Asselmeier answered that the Economic Development Coordinator visits businesses to see what their needs are, if they are expanding, and to see if there are any concerns that the county may be able to assist. Todd Volker, Economic Development Coordinator, spoke about business retention as a “get to know you better” kind of meeting. One (1) of the main objectives was to ask them if they are happy with the services provided by their local government. Mr. Volker also asked the business how they were doing and if there was any way the County could help in terms of providing references and resources. Member Wilson asked if these visits were for businesses in the County or municipalities. Mr. Volker stated they were for municipalities. Mr. Volker stated he recently visited Newlyweds with the Economic Development Director from Yorkville. Member Wilson wanted to know what these visits had to do with the County. Mr. Volker stated that the County would not like to lose substantial businesses. The County would like to attract substantial businesses. Some ways that the County can help businesses was by connecting them with trade associations and having a healthy tax base if the businesses stay in the County. Matt Kellogg, Chairman of the Kendall County Board spoke about businesses that were looking to expand or considering leaving the area and discussed businesses asking about the possibility of receiving tax rebates to stay. Mr. Kellogg stated that the County has a great relationship with World Business Chicago and The Greater Chicago Economic Partnership. Chairman Kellogg discussed receiving input from a business that is in a municipality about needing more employees and how to get the business the workforce they need. Mr. Koukol stated that the Economic Development Committee works in the County and with municipalities. He discussed the properties along Ridge Road that have not been annexed into a municipality. Mr. Koukol started working on business retention years ago. There was a business in Yorkville

that did Thirty-Three Million Dollars (\$33,000,00) per year and no one knew anything about this business. Now, this business is active in the community and sponsors baseball teams locally.

Mr. Asselmeier stated that last year there were four (4) special use permit petitions. Two (2) were for solar projects. The other two (2) were for landscaping businesses. The solar project on Simons Road has been withdrawn. There was one (1) solar project on Ament Road that is currently going through the process. Regarding the Ament Road project, the County was waiting to hear from the Stormwater Engineer for their official stormwater report and also waiting for Yorkville's official actions by their City Council. The road use agreement from Kendall Township has not been finalized. One (1) of the things we hope to do in the Land Resource Management Plan updated was to identify areas that would be appropriate to have solar and other areas that should be protected for development purposes.

Mr. Landovitz congratulated Mr. Asselmeier on continuing to be the president of the Illinois Association of County Zoning Officials.

The Village of Montgomery was not able to attend the meeting and Mr. Asselmeier read an email from Sonya Abt, the Village's Director of Community Development. In 2024, several new business opened including Starbucks, Cooper's Hawk, Norkol, Los Comales, and the Homemade With Love Bakery. Blains Farm & Fleet underwent a major remodel and façade update. The Ravago project continued to progress, the five hundred thousand (500,000) square foot warehouse and distribution center is nearly complete. Full operations consolidated to this location by end of April 2025. Information was presented regarding the Marquis Pointe Subdivision. Information was also provided regarding the GRID.

Randy Mohr, Chairman of the Zoning Board of Appeals, discussed the history of the Annual Meeting and Larry Nelson's involvement in creation of the Annual Meeting. At the time of the creation of the Annual Meeting, there were issues with creating a mining ordinance. We have the best limestone in the country, according to some experts. Then, we discovered the County has the best soil for landfills. Now, we have access to some of the best electrical substations in the State. Mr. Mohr wanted to thank Larry Nelson.

Cliff Fox, Village Administrator for Newark, discussed using the County's GIS to link up their fire hydrants up mapping as well as the partnership with the Sheriff's Department. There was a new storage facility constructed in Newark. He was looking forward to working on the high-speed internet project.

Clarence DeBold, Village President of the Village of Shorewood, discussed the impact of solar on the growth of municipalities. Solar can have a negative impact. Shorewood lost a data center project due to the noise levels. Lake Michigan water is coming to Joliet and surrounding municipalities and Shorewood was experiencing growth. Member Bernacki asked about the



intermodal project in Channahon. Mr. DeBold stated the Illinois Department of Transportation conducted transportation impact study. A new interchange to reroute traffic will be constructed. Member Wilson asked about the boundaries of the project. Mr. DeBold said the project was in the early stages.

Krysti Barksdale-Noble, Community Director for the City of Yorkville, stated there was steady progress. There have been fifteen hundred (1500) building permits issued including two hundred fifty-five (255) new home permits issued, which generated about One Hundred Forty-Five Million Dollars (\$145,000,000) in construction revenue. On the planning side, they have the project on Corneils Road and the Cyrus One data center. Yorkville is in the process of rezoning two hundred eight six (286) acres of land for data centers. Regarding projects currently under construction, Yorkville has the senior apartments development center on Route 34. Yorkville was still in negotiations with Costco. Bright Farms and Station One opened last year. There will be more commercial building in Kendall Marketplace. Yorkville has had smaller businesses opening as well, including beauty related businesses and pet care. She stated Yorkville hired Sara Mendez and David Hansen on the planning team. Ms. Barksdale-Noble thanked Meagan Briganti and GIS services; Yorkville has joined an intergovernmental partnership with GIS. Member Rodriguez asked how many data centers were proposed on the Eldamain Corridor. Ms. Barksdale-Noble answered that it's not just the Eldamain corridor, but will be in the quadrants of Eldamain and Route 47. Member Rodriguez asked when will the data centers break ground. Ms. Barksdale-Noble stated the lead time was unknown because the development requires a substation, but hopefully next year. Member Rodriguez asked about the water in Yorkville. Ms. Barksdale-Noble stated that she hopes Yorkville will be on Lake Michigan water by 2028. Member Wilson asked if data centers lease the land or own the land. Ms. Barksdale-Noble answered that an individual might lease the land, but it will be owned by the development company. Member McCarthy-Lange asked if any of the data centers were incorporating solar power because they are using a tremendous amount of energy. Ms. Barksdale-Noble answered she has not heard about data centers using solar power. Member McCarthy-Lange requested that data centers incorporate solar in the building themselves so they can generate their own power instead of creating separate solar fields. Ms. Barksdale-Noble responded she has not heard about data centers utilizing solar energy. Mr. Hamman stated that they were incorporating wind energy from Iowa. Ms. Barksdale-Noble stated that the wind energy from Iowa was a separate development; they are working on that prior to Cyrus One, but the project would be a benefit to Cyrus One. Mr. Landovitz asked about nuclear power. Ms. Barksdale-Noble stated she heard about modular nuclear power, but it has not been discussed. Member Hamman asked what the future of the former Ground Effects. Ms. Barksdale-Noble stated, at this time, it was not known, but she will check with the Economic Development Coordinator and get back to Member Hamman. Mr. Asselmeier asked

what the status of Yorkville's special census. Ms. Barksdale-Noble stated Yorkville has applied for it, but she would get back to Mr. Asselmeier with more information.

Helen Miller, Planner with the City of Joliet, stated that downtown development property was ongoing. She spoke about residential development, number of units and subdivisions. Three hundred ninety-seven (397) units had buildout at eighty percent (80%). Overall, Joliet had four thousand (4000) building permits issued. Fourteen (14) were issued for Kendall County. Mr. Bernacki asked about the Joliet Comprehensive Plan. Ms. Miller stated the Plan update will start in early March. Mr. Asselmeier asked if there will be a website for that project. At this time, there was no website, but Joliet would let him know if a website was activated. Mr. Koukol about Joliet's long-term plan for expanding westward. Ms. Miller stated she was not sure; however, there were no plans to annex more land into Joliet. Ray Heitner, Planner with the City of Joliet, stated that, in the long term, annexations will be determined by the comprehensive plan. Mr. Koukol asked if the city limits sign were in the correct locations. Mr. Heitner responded yes. Member Wilson asked how far west were the city limits. Mr. Heitner answered at Arbeiter. Member Wilson stated there was an annexed property west of Arbeiter; there was a house on McKanna Road that was so there has to be some City annexed property west of Arbeiter. Joliet was aggressively annexing properties in the 1990s and 2000s. They put a lift station in the area on Jones Road which was still servicing properties. Chairman Landovitz asked if Joliet had boundary agreements with any Kendall County municipalities. Mr. Heitner answered with Shorewood and Oswego. Jeff Wehrli asked about the commercial growth in the area and if there were enough schools. Mr. Heitner answered, as the population grows, the areas will be looked at to make sure there were enough schools. Member Bernacki stated that School District 202 served the area and School District 202 enrollment was slightly decreasing. They were looking to redo the boundary lines between all the schools.

Rachel Riemenschneider, Assistant Development Services Director for the Village of Oswego, discussed accomplishments for 2024. Total new homes built for 2024 was two thousand eighty-three (2083). On Route 34, new businesses included Vasa Fitness, Barnes and Noble, and the White Tail Ridge Golf Dome on Orchard Road. In 2025, the developments will include Dollar Store, Sushi Restaurant, Home Goods, Gas N' Wash, and the cricket stadium. Trails are under construction. Residential projects include more senior living. She discussed the Comprehensive Plan update which will start in February or March and take eighteen to twenty-four (18-24) months to complete. She discussed a bike path planning project. She discussed Wolf's Crossing Road and Douglas Road having a roundabout. Crate and Barrel Phase One (1) was getting approval. Ms. Riemenschneider stated that Lake Michigan water would be arriving in 2028. Member Rodriguez asked the status of the Cricket Stadium. Ms. Riemenschneider stated that the cricket stadium was going through the approval process, but they don't have a definite date on the groundbreaking. Mr. Koukol asked if there was going to be another

roundabout on Woolley and Douglas. Ms. Riemenschneider stated there will be construction at Woolley and Douglas, but was not sure if there will be a roundabout. Mr. Koukol asked if Oswego was in talks with Plainfield regarding a boundary agreement. Ms. Riemenschneider stated she was not aware of any changes.

Chairman Landovitz noted the remarkable diversity of development in Kendall County and its evolution from mainly agricultural use to potentially having a cricket stadium.

Member Bernacki asked about the status of the Route 52 and County Line Road roundabout. Mr. DeBold stated the project was in Phase I and falls under safety funding. The project was moving forward due to accidents. They were meeting with IDOT, but one (1) property owner was not in favor of it. Discussion occurred regarding the property owned by Minooka School District; development of the School District was not planned at this time.

Vito Bonomo, Fire Chief of Plainfield Fire Protection District, discussed the two (2) new fire stations in Joliet. The District was looking to hire more firefighters. Chief Bonomo gave credit to the Fire District Board of Trustees as they were able to build the stations without asking for tax increases. He invited attendees to check the website for updates on the progress of these two (2) fire stations. Mr. Koukol asked if the Fire District still owned property on Ridge Road. Chief Bonomo responded yes. Member Wilson asked about the fire station on Routes 59 and 52. Mr. DeBold responded that building and several other buildings will be demolished for road widening west to River Road. Chief Bonomo discussed their agreement with the Lisbon-Seward Fire Protection District.

Matt Kellogg, Chairman of the Kendall County Board, thank Chairman Landovitz for stepping into his new role. Chairman Kellogg also thanked all of the other members of the advisory boards in attendance. He discussed the importance of communication and collaboration. He discussed the renovations of 111 W. Fox Street. He discussed implementing a sales tax for the Forest Preserve District. If the sales tax occurred, the property tax for the Forest Preserve District would cease. In order to levy a sales tax, the State would need to change the law. He discussed the importance of updating the Land Resource Management Plan and orderly development of the County. Member Wilson asked about broadband project. He discussed the members of the Connect Kendall County Commission. Christina Burns, County Administrator explained the project. The County received a Fifteen Million Dollar (\$15 Million) grant from the State in February 2024. The project consists of two (2) mid-mile rings that cover the northeast and southwest portions of the County with build-out into underserved areas of the County. The County hopes to apply for additional grants in the future to serve additional areas of the County. A non-profit, Fox Fiber, was created to be an internet service provider. Homes and businesses could buy internet service from this business when it is operational. The rates will be set for a five (5) year period for underserved areas of the County. In the served areas, the

County would be competing against other providers. The project will not cover the entire County initially. Chairman Landovitz said the goal was to have competitive prices and be great in service. He noted the ability to negotiate with businesses for unique circumstances, which is important for economic development purposes. Member Rodriguez noted the use of some of Larry Nelson's antennas and the need to update KenCom's abilities. Member Hamman asked if this project will compete with smaller businesses. The response was yes. Member Koukol noted that the Connect Kendall Commission was working with small internet providers. Member Wormley noted the value to the taxpayers to get all of the government agencies onboard with quality internet services. Member Rodriguez and Christina Burns noted that service might be expanded to areas outside of Kendall County, including places in Grundy County and Morris.

### **Adjournment**

Mr. Koukol made a motion, seconded by Mr. Rodriguez, to adjourn the Planning, Building and Zoning Committee meeting.

With a voice vote of three (3) ayes, the motion carried.

At 10:47 a.m., the Planning, Building and Zoning Committee meeting adjourned and the Regional Plan Commission continued.

Mr. Koukol left at this time (10:47 a.m.).

Chairman Landovitz thanked everyone for attending and speaking.

### **Old Business**

None

### **New Business**

None

### **Other Business**

Member Wormley noted that this meeting was Chairman Landovitz's first meeting. Chairman Landovitz thanked everyone for their confidence in him. Member Hamman thanked Chairman Landovitz for accepting the position. Member Wilson noted Chairman Landovitz's prep work for this meeting. Chairman Landovitz thanked everyone for their knowledge and care for the community.

### **Public Comment**

None

### **Adjournment**

Member Hamman made a motion, seconded by Member **McCarthy-Lange**, to adjourn the Kendall County Regional Planning Commission meeting.

With a voice vote of eight (8) ayes, the motion carried.

At 10:51 a.m., the Regional Plan Commission meeting adjourned.

Respectfully Submitted by,  
Wanda A. Rolf  
Administrative Assistant

Encs.

**February 1, 2025 - 9:00 A.M.**

30

## Matt Asselmeier

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**From:** Sonya Abt <sabt@montgomeryil.org>  
**Sent:** Tuesday, January 28, 2025 3:17 PM  
**To:** Matt Asselmeier  
**Subject:** [External]RE: Save the Date-Kendall County Regional Planning Commission Annual Meeting

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

Matt –

I will not be able to make the meeting this weekend. Please feel free to share the following information with the Commission:

The Village of Montgomery welcomed several new businesses in 2024 including Starbucks, Cooper's Hawk, Norkol, Los Comales, and the Homemade With Love Bakery. Blain's Farm & Fleet also underwent a major remodel and façade update. These projects invested nearly \$9 million into the Village of Montgomery. The Ravago project continues to progress, the 500,000 sq.ft. warehouse and distribution center and railyard is nearly complete. They are targeting full operations consolidated to this location by end of April 2025.

The Village also approved two additional units for the Marquis Pointe Subdivision (behind the Menards). DR Horton, the new developer, received zoning approvals for an additional 134 single family lots in Marquis Pointe.

Our Economic Development Staff continues to work with the state on filling the remaining 1 million square feet at The GRID. At least two major manufacturers have toured the facility.

In 2024 the Village began the process of creating a new Strategic Plan. The 2025-2029 Strategic Plan was officially adopted on January 13, 2025. The Village continues to strive to diversify our tax base and provide the best possible service for our residents including investing in our infrastructure and transitioning to Lake Michigan Water with our neighboring communities Oswego and Yorkville.

Thank you,

**Sonya Abt, AICP**

Director of Community Development  
200 N. River St. | Montgomery, IL 60538  
D | 331-212-9021 | [www.montgomeryil.org](http://www.montgomeryil.org)  
[sabt@montgomeryil.org](mailto:sabt@montgomeryil.org)



# Kendall County



## Zoning-Econ 1-13-25

CLERK: WROf BATCH: 5104

NEW INVOICES

MENDOR REMIT NAME INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

### PENDING UNPAID INVOICES

1572	00000	PROSHRED	1628712	011525	70.00	.00	.00	70.00	1099:
CASH 000008	2025/01	INV 12/26/2024	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 19	DUE 01/14/2025	DESC:Document Shredding		11001902	62000			

CONDITIONS THAT PREVENT POSTING INVOICE 1572/59801

\* Invoice must be approved or voided to post.

3883	00000	MAYER PLUMBING L 12-31-24	011525	1,400.00	.00	.00	.00	1,400.00	1099:
CASH 000008	2025/01	INV 12/26/2024	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 19	DUE 01/14/2025	DESC:Qty-10 Mayer Plumbing		11001902	63610			

CONDITIONS THAT PREVENT POSTING INVOICE 3883/59803

\* Invoice must be approved or voided to post.

1849	00001	VERIZON	6101646413	011525	42.32	.00	.00	42.32	1099: EDC
CASH 000008	2025/01	INV 12/26/2024	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 19	DUE 01/14/2025	DESC:Verizon Wireless-EDC		131505	62070			

CONDITIONS THAT PREVENT POSTING INVOICE 1849/59819

\* Invoice must be approved or voided to post.

1849	00001	VERIZON	6101646413A	011525	126.96	.00	.00	126.96	1099:
CASH 000008	2025/01	INV 12/26/2024	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 19	DUE 01/14/2025	DESC:Verizon Wireless-PBZ		11001902	62070			

CONDITIONS THAT PREVENT POSTING INVOICE 1849/59820

\* Invoice must be approved or voided to post.

541	00000	FIRST NATIONAL B REGX9WC4P10	011525	172.21	.00	.00	.00	172.21	1099:
CASH 000008	2025/01	INV 12/26/2024	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 19	DUE 01/14/2025	DESC:Reg Fee-Econ		131505	62040			

CONDITIONS THAT PREVENT POSTING INVOICE 541/59821

\* Invoice must be approved or voided to post.

*Will County Econ EDC*  
*CR is Ken 1*

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Program ID: sprinvent



Zoning-Econ 1-13-25

CLERK: wrojf BATCH: 5104

NEW INVOICES

VENDOR REMIT NAME		INVOICE		PO	CHECK RUN	NET AMOUNT	EXCEPDS	PO BY	PO BALANCE	CHK/WIRE
1485	00000 OSWEGO CHAMBER O 25316					011525	295.00	.00	.00	
CASH 000008	2025/01 INV 12/26/2024	SEP-CHK: Y	DISC: .00						295.00	1099:
ACCT 1Y210	DEPT 19 DUE 01/14/2025	DESC:Jan 25 Annual Membership Renewal								
CONDITIONS THAT PREVENT POSTING INVOICE 1485/59822										
* Invoice must be approved or voided to post.										
1153	00000 KENDALL CO HIGHW 1-6-24					011525	181.57	.00	.00	
CASH 000008	2025/01 INV 12/26/2024	SEP-CHK: Y	DISC: .00						181.57	1099:
ACCT 1Y210	DEPT 19 DUE 01/14/2025	DESC:KC Highway Dept.-Fuel-P&Z								
CONDITIONS THAT PREVENT POSTING INVOICE 1153/59903										
* Invoice must be approved or voided to post.										
1172	00000 KENDALL PRINTING 25-01074					011525	100.90	.00	.00	
CASH 000008	2025/01 INV 12/26/2024	SEP-CHK: Y	DISC: .00						100.90	1099:
ACCT 1Y210	DEPT 19 DUE 01/14/2025	DESC:KC Printing-Inspection Forms								
CONDITIONS THAT PREVENT POSTING INVOICE 1172/59973										
* Invoice must be approved or voided to post.										
8 PENDING UNPAID INVOICES						TOTAL	2,388.96			

0 INVOICE(S)	REPORT POST TOTAL	.00
	REPORT TOTALS	.00

*EDC-Oswego Chamber*

# Kendall County



## Zoning-Econ 1-28-25

CLERK: WRoIf BATCH: 5161

NEW INVOICES

VENDOR REMIT NAME INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

### PENDING UNPAID INVOICES

1172	00000	KENDALL PRINTING 25-0114	013125	105.00	.00	.00	105.00	1099:
CASH 000008	2025/02	INV 01/15/2025	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 19	DUE 01/15/2025	DESC:Receipts-qty 250		11001902 62000			
CONDITIONS THAT PREVENT POSTING INVOICE 1172/60388								
* Invoice must be approved or voided to post.								
2063	00000	RUNCO OFFICE SUP 959228-0	013125	23.99	.00	.00	23.99	1099:
CASH 000008	2025/02	INV 01/15/2025	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 19	DUE 01/15/2025	DESC:Envelope, 9x12, CAT, BRKR		11001902 62000			
CONDITIONS THAT PREVENT POSTING INVOICE 2063/60389								
* Invoice must be approved or voided to post.								
1928	00000	WBK ENGINEERING, 26437	013125	1,970.00	.00	.00	1,970.00	1099:
CASH 000008	2025/02	INV 01/15/2025	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 19	DUE 01/15/2025	DESC:Kendall Cty Stormwater Ordinance update 2025		11001902 63630			
CONDITIONS THAT PREVENT POSTING INVOICE 1928/60390								
* Invoice must be approved or voided to post.								
1928	00000	WBK ENGINEERING, 26425	013125	275.90	.00	.00	275.90	1099:
CASH 000008	2025/02	INV 01/15/2025	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 19	DUE 01/15/2025	DESC:10744 Rt 47 Revised Civil Site Plans		180119 63150			
CONDITIONS THAT PREVENT POSTING INVOICE 1928/60393								
* Invoice must be approved or voided to post.								
1928	00000	WBK ENGINEERING, 26426	013125	275.90	.00	.00	275.90	1099:
CASH 000008	2025/02	INV 01/15/2025	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 19	DUE 01/15/2025	DESC:16901 O'Brien Road		180119 63150			
CONDITIONS THAT PREVENT POSTING INVOICE 1928/60394								
* Invoice must be approved or voided to post.								

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Program ID: aplinvent

## Zoning-Econ 1-28-25

CLERK: WR01f BATCH: 5161

NEW INVOICES

VENDOR REMIT NAME		INVOICE		PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
1928	00000 WBK ENGINEERING, 26427					013125	275.90	.00	
CASH 000008	2025/02 INV 01/15/2025	SEP-CHK: Y	DISC: .00				180119 63150	275.90	1099:
ACCT 1Y210	DEPT 19 DUE 01/15/2025	DESC:8150 Schlapp Road					24-11 -CONTSVC	-002 WBK -	
CONDITIONS THAT PREVENT POSTING INVOICE 1928/60395									
* Invoice must be approved or voided to post.									
1928	00000 WBK ENGINEERING, 26428					013125	398.40	.00	
CASH 000008	2025/02 INV 01/15/2025	SEP-CHK: Y	DISC: .00				180119 63150	398.40	1099:
ACCT 1Y210	DEPT 19 DUE 01/15/2025	DESC:Arbeen LLC					23-35 -CONTSVC	-002 WBK -	
CONDITIONS THAT PREVENT POSTING INVOICE 1928/60397									
* Invoice must be approved or voided to post.									
1928	00000 WBK ENGINEERING, 26429					013125	275.90	.00	
CASH 000008	2025/02 INV 01/15/2025	SEP-CHK: Y	DISC: .00				180119 63150	275.90	1099:
ACCT 1Y210	DEPT 19 DUE 01/15/2025	DESC:3875 Eldamain YMCA					24-04 -CONTSVC	-002 WBK -	
CONDITIONS THAT PREVENT POSTING INVOICE 1928/60398									
* Invoice must be approved or voided to post.									
1928	00000 WBK ENGINEERING, 26430					013125	265.90	.00	
CASH 000008	2025/02 INV 01/15/2025	SEP-CHK: Y	DISC: .00				180119 63150	265.90	1099:
ACCT 1Y210	DEPT 19 DUE 01/15/2025	DESC:7789 Rt 47					24-07 -CONTSVC	-002 WBK -	
CONDITIONS THAT PREVENT POSTING INVOICE 1928/60399									
* Invoice must be approved or voided to post.									
1928	00000 WBK ENGINEERING, 26431					013125	265.90	.00	
CASH 000008	2025/02 INV 01/15/2025	SEP-CHK: Y	DISC: .00				180119 63150	265.90	1099:
ACCT 1Y210	DEPT 19 DUE 01/15/2025	DESC:2142 Woolley Road					24-10 -CONTSVC	-002 WBK -	
CONDITIONS THAT PREVENT POSTING INVOICE 1928/60400									
* Invoice must be approved or voided to post.									

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 Program ID: aprinvent

# Kendall County



## Zoning-Econ 1-28-25

CLERK: WROLF BATCH: 5161

NEW INVOICES

VENDOR REF#	NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WTR
1928	00000 WBK ENGINEERING, 26433			013125	735.00	.00		.00	
CASH 000008	2025/02	INV 01/15/2025	SEP-CHK: Y	DISC: .00		180119 63150		735.00	1099:
ACCT 1Y210	DEPT 19	DUE 01/15/2025	DESC:735.00			24-30	-CONTSVC	-002 WBK	-
CONDITIONS THAT PREVENT POSTING INVOICE 1928/60402									
* Invoice must be approved or voided to post.									
1928	00000 WBK ENGINEERING, 26432			013125	852.07	.00		.00	
CASH 000008	2025/02	INV 01/15/2025	SEP-CHK: Y	DISC: .00		180119 63150		852.07	1099:
ACCT 1Y210	DEPT 19	DUE 01/15/2025	DESC:7821 Rte 71 Prof Serv 12-1-24 to 12-31-24			24-05	-CONTSVC	-002 WBK	-
CONDITIONS THAT PREVENT POSTING INVOICE 1928/60467									
* Invoice must be approved or voided to post.									
1928	00000 WBK ENGINEERING, 26412			013125	612.50	.00		.00	
CASH 000008	2025/02	INV 01/15/2025	SEP-CHK: Y	DISC: .00		11001902 63630		612.50	1099:
ACCT 1Y210	DEPT 19	DUE 01/15/2025	DESC:Kendall County Review Services						
CONDITIONS THAT PREVENT POSTING INVOICE 1928/60469									
* Invoice must be approved or voided to post.									
1928	00000 WBK ENGINEERING, 26196			013125	2,393.51	.00		.00	
CASH 000008	2025/02	INV 01/15/2025	SEP-CHK: Y	DISC: .00		180119 63150		2,393.51	1099:
ACCT 1Y210	DEPT 19	DUE 01/28/2025	DESC:Go Pro			20-16	-CONTSVC	-002 WBK	-
CONDITIONS THAT PREVENT POSTING INVOICE 1928/60685									
* Invoice must be approved or voided to post.									
1928	00000 WBK ENGINEERING, 26367			013125	270.00	.00		.00	
CASH 000008	2025/02	INV 01/15/2025	SEP-CHK: Y	DISC: .00		180119 63150		270.00	1099:
ACCT 1Y210	DEPT 19	DUE 01/28/2025	DESC:Go Pro			20-16	-CONTSVC	-002 WBK	-
CONDITIONS THAT PREVENT POSTING INVOICE 1928/60689									
* Invoice must be approved or voided to post.									
15 PENDING UNPAID INVOICES					TOTAL				
					8,995.87				

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Program ID: apinvent



## Kendall County Agenda Briefing

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**Meeting Type:** Planning, Building and Zoning

**Meeting Date:** 2/10/2025

**Subject:** Approval of a Contract with Teska Associates, Inc. to Update the Kendall County Land Resource Management Plan in Its Entirety

**Prepared by:** Matthew H. Asselmeier, AICP, CFM

**Department:** Planning, Building and Zoning

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### **Action Requested:**

Approval of a Contract with Teska Associates, Inc to Update the Kendall County Land Resource Management Plan in its Entirety at a Cost Not to Exceed \$184,380; Related Invoices to Be Paid from Line Item 131605-66500

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

N/A

### **Fiscal impact:**

Project not to exceed \$184,380 with approximately \$115,000 in the present fiscal year and the balance in FY2025-2026. The applicable line item will need to be adjusted to reflect this amount.

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### **Background and Discussion:**

Kendall County has not updated the Land Resource Management Plan, the County's equivalent of a municipal comprehensive plan, since the early 2000s.

The attached proposal provides a framework for updating the Land Resource Management Plan. Unlike previous versions of the Land Resource Management Plan and the original proposal that was used for the original budget proposal, this proposal envisions updating the Plan on a topical basis instead of on a township basis. Accordingly, the time necessary to update the document was truncated to between 16 and 18 months. Speeding up the process of updating the Plan also speeded up the time when invoices would be due, which is why the increase to the line item is necessary.

The proposal envisions the creation of a website, 6 planning workshops, 3 open houses, 1 public hearing, and 8 Steering Committee at various stages of the process to gather public input.

### **Staff Recommendation:**

Approval

### **Attachments:**

Proposed Contract

AGREEMENT BETWEEN  
KENDALL COUNTY  
AND  
TESKA ASSOCIATES, INC.

This AGREEMENT made and entered into this \_\_\_\_\_ day of February, 2025 by and between Kendall County, Illinois with offices at 111 West Fox Street, Yorkville, IL 60560-1498, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201 and 24103 West Lockport Street, Unit 107, Plainfield, IL 60544, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS the CLIENT desires to engage the services of the CONSULTANT to provide **Planning Consulting to Update the Kendall County Land Resource Management Plan**, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those services outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions. CONSULTANT makes no other representations and no warranties of any kind, whether express or implied, with respect to its services rendered hereunder.

B. Services to be provided by the CLIENT

If any information, data, reports, records, and maps exist and are available and are useful for carrying out the work on this PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the services described in Attachment "A". The CLIENT designates **the Kendall County Administrator** or his/her appointee to act as its representatives with respect to the work to be performed under this Agreement, and such persons shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been

revoked. The CONSULTANT shall assign Michael Blue as Project Manager with respect to the work to be performed under this agreement. Mike Hoffman will also be actively engaged in the assignment, participating in key meetings, strategy sessions, and plan development.

C. Compensation

The CONSULTANT shall be compensated for services based on hourly billing rates for professional and technical staff time devoted to the PROJECT, plus reimbursement of directly related expenses. The billing rates for professional staff are:

Staff Member	Hourly Rate
Mike Hoffman or Michael Blue, AICP, Principal, V.P.	\$175
Other Principal	\$135 to \$175
Associate	\$125

An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly. The project will be completed per the attached scope of services for a not-to-exceed amount of \$184,380. Engagement software, tools, data, and license costs will be billed at direct cost and are included in the not-to-exceed figure. Renewals or additional software, tools, data, and license costs require written preauthorization from the CLIENT.

D. Method of Payment

The method of payment shall be as follows: The CONSULTANT shall submit applicable invoices for costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. To the extent permitted by applicable law, the CLIENT agrees to pay all costs and disbursements, including reasonable attorney fees, incurred by the CONSULTANT in legal proceedings to collect invoices which are delinquent and payable. No interest or collection costs shall be included.

If the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the consultant may, after giving seven days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all amounts due.

E. Time of Performance

Work shall proceed in a timely manner according to the mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the

CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and shall continue for two (2) years from the date of this agreement.

F. Excusable Delays

The CONSULTANT shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

G. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement. CLIENT acknowledges that incomplete documents are not represented as suitable for any use or purpose, and further agrees to defend, indemnify, and hold the CONSULTANT harmless from and against all claims, costs, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any use, reuse, or modification of any CONSULTANT-authored documents that occurs without the CONSULTANT'S consent and professional involvement. This includes any subsequent use or completion of any incomplete documents.

H. Dispute Resolution

The parties agree that all claims, disputes, or other matters in question that arise out of or relate to this AGREEMENT, or the breach thereof shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. If mediation fails to resolve the matter, either party may initiate litigation in a court of competent jurisdiction in the State of Illinois.

I. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee



or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

J. Changes

The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

K. Hold Harmless

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S negligence.

To the fullest extent permitted by law, the total liability in the aggregate, of the CONSULTANT to the CLIENT or anyone claiming by, through, or under the CLIENT, whether arising in tort, breach of contract, or by virtue of any other cause of action or legal theory, shall be limited to the coverage and limits of the insurance required of CONSULTANT by this Agreement.

The CONSULTANT shall indemnify and hold the CLIENT harmless from and against damages, costs, liabilities, and expenses, to the extent caused by the CONSULTANT'S negligence in the performance of its services under this Agreement.

L. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement Commercial General Liability and Automobile Liability coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$3,000,000
Product-Completed Operation	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000

Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$500,000

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement on the date and year first above written.

CONSULTANT:  
TESKA ASSOCIATES, INC.

CLIENT:  
KENDALL COUNTY



BY: \_\_\_\_\_  
Michael E. Hoffman  
Vice President

BY: \_\_\_\_\_

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

## ATTACHMENT A

### SCOPE OF SERVICES

#### The Study Area

For the purposes of this Agreement, the study area is defined Kendall County, Illinois.

#### Scope of Services

The following provides a scope of services for the update of the Kendall County Land Resource Management Plan (LRMP). Like the existing LRMP, the plan will cover the entire county and incorporate elements of both a comprehensive plan(land use and environment) and a strategic plan (management and implementation). However, unlike the existing plan which has a heavy focus on township level planning, this plan will be more of a county-wide planning effort with a focus on key economic and environmental corridors that run through the County such as Eldamain Road, Route 47, Ridge Road, Route 34, and the Fox River. Like the process used to develop the original plan, we will have meetings in different parts of the County to engage residents in the planning process. Also like the existing LRMP, there will be a focus on intergovernmental cooperation and working with municipalities and townships in crafting and implementing the County-wide plan.

1. **Project Initiation, Management and Public Participation** – The Plan will be built on input from community leaders, residents, and businesses throughout Kendall County. Key elements of this phase, which will run throughout the planning process, include:
  - a. Staff Kick-off Meeting – to review scope, timeline, identify key resources, steering committee membership, etc.
  - b. Project Coordination – County staff and Teska will coordinate regular meetings to review progress, next steps, and other issues that may arise during plan development. These meetings will be held on Teams (web-conferencing) or in-person as appropriate, and will be scheduled bi-weekly throughout the planning process. As appropriate, municipal and township officials can be brought into this project coordination meetings at key project milestones.
  - c. GIS Base Set-up – Obtain GIS files from the County (Mapping of land use, transportation, etc. for the LRMP will be done on the County's existing GIS base for accuracy and consistency. All new data layers will be provided to the County in digital format at the end of the assignment.

- d. Steering Committee – An LRMP Steering Committee is proposed to provide input and feedback into the Comprehensive Planning process. The Teska Team will meet with the committee periodically throughout the planning process to gain local insights, seek direction, and ensure that plan recommendations are consistent with County values and aspirations. Our initial assumption is this committee will be the existing Comprehensive Land Plan and Ordinance Committee – with the possible addition of some additional advisory members as appropriate. Alternatively, we could use the Regional Planning Commission as the working committee for the project. The committee should be in the 15-to-20-person range. A total of 8 Steering Committee Meetings are anticipated.
- e. Web Site (including document downloads, project summary, calendar, on-line mapping tool) – We propose to use Social Pinpoint – a popular tool to obtain community input throughout the project. The program provides for a wide range of community input, including on-line surveys, discussions, voting, and many other techniques to reach a wide range of residents who may not normally participate in traditional County meetings.
- f. Interviews/Focus Groups (developers, real estate professionals, elected and appointed officials, conservation groups, etc.) – The Teska Team will meet one-on-one or in small groups with a variety of individuals throughout the County to gain direct insights into local planning issues. This includes county staff (Health Department, Highway Department, etc.), the Farm Bureau or other representatives of the agricultural community, environmental groups, developers, municipal officials, and real estate brokers and others suggested by County staff.
- g. Planning Workshops (6 total, various locations in County) – Early workshops will include a mix of interactive exercises to solicit community input into the plan. Workshops towards the end of the planning process will be more of an open house format to provide residents with an opportunity to review and discuss the plan directly with Teska Team members.

2. **County Assessment** – This phase will focus on evaluating existing conditions in Kendall County. It will include the following:

- a. Natural Resources – particularly examining flood plains and stormwater management, wetlands, woodlands, prime farmland, and wildlife habitats.
- b. Existing Land Use – primarily focused on areas under County planning jurisdiction i.e. – not incorporated into an existing municipality with zoning authority.
- c. Demographics – focus on population and employment trends.
- d. Development Trends and Opportunities – looking at all major sectors including industrial, retail, office, residential, renewable energy, etc. This will also include a review of infrastructure (including broadband access), industry clusters and trends, and general opportunities for commercial and industrial growth.
- e. Review and Inventory of Existing Plans (Regional, County and Municipal) – This will include existing plans within the County and plans of neighboring counties.

3. **Policy Formation**

- a. Goals, Objectives, and Policies – The existing LRMP has extensive goals and objectives which will be reviewed and updated as appropriate. Our goal is to pair down significantly the extensive list in the existing plan to a more manageable and relevant list of top priorities.
- b. Review of Alternative Growth Management Strategies – This effort will examine the entire County, including development anticipated within municipalities as well as development potential in unincorporated areas. Alternatives will be identified with the Steering Committee, but may include options with or without major transportation improvements, focus on economic development, and focus on the environment, and more blended/balanced approaches.

4. **Future Land Use Plan**

- a. Framework – A consensus land use framework will be developed with the Steering Committee that focuses in on a preferred growth management approach based on the analysis in 3 above. This

framework will have only broad categories like areas for municipal growth, open space and natural resource corridors, agriculture, etc.

- b. Detailed Land Use – A detailed land use plan will be developed for the entire County, focused on unincorporated areas, detailing areas for the following categories. A total land area will be provided for each use and estimates of potential population/employment provided.
  - i. Agriculture
  - ii. Open Space
  - iii. Public/Institutional uses
  - iv. Residential (in a variety of density ranges if desired)
  - v. Business and Commercial
  - vi. Industrial

- 5. **Transportation Plan** – Land use and transportation are closely linked. This effort will integrate the County’s existing transportation planning with the proposed land use plan.
  - a. Roadway System (including discussions on the Ashe/Eldamain/Lisbon Corridor and what to do about road widenings near/around Helmar. There may be discussion about other roads around Minooka)
  - b. Rail
  - c. Public Transportation
  - d. Bikes/Trails
- 6. **Sustainability Plan** – This plan component will address the following areas, identifying ways that Kendall County can plan in ways that have positive short and long-term benefits.
  - a. Energy (primarily solar and wind)
  - b. Land (soils, erosion, etc.)
  - c. Water (including stormwater, potable water, and water as a recreational amenity)
  - d. Recycling (reference other plans)
- 7. **Implementation Plan** – The LRMP will outline an overall vision for the County. This section of the plan will detail how to achieve that vision. This effort will include an examination of:

- a. Development Regulations – A review of the existing Kendall Zoning Ordinance will be done to evaluate any modifications needed to implement the vision created by the new LRMP. This effort will also examine the existing development review process for consistency with County development goals.
- b. Coordination with Municipalities/Townships – Partnerships with local municipalities and townships is at the core of the LRMP approach and will be essential in achieving the vision outlined in the Plan. Recommendations for intergovernmental cooperation will be provided to address concepts such as boundary agreements between communities, joint planning opportunities along key economic development corridors (Route 47, Route 34, Eldamain Road, etc.), and
- c. Funding Opportunities (grants, foundations, etc.) – This section will examine funding opportunities for key plan recommendations including both public and private sources.

## **8. Review and Approval**

- a. Complete Draft Plan – A complete draft plan will be provided for review by the County staff. After this initial review, the plan will be updated for Steering Committee review.
- b. Review with Steering Committee – The Draft plan will be reviewed with the Steering Committee. The draft plan will be provided electronically approximately 2 weeks prior to the meeting to allow committee members adequate time to review the document. After integrating comments from the Steering Committee, the draft plan can be posted to the project web site for review by interested residents and businesses.
- c. Preliminary Review with RPC and County Board – The draft plan will be reviewed at a joint meeting between the RPC and the County Board before proceeding with the public hearing. Any recommended changes will be incorporated prior to the public hearing.
- d. Public Open House/Public Hearing – The plan will be reviewed at three open house sessions. Ideally, these sessions will be held in separate locations within the County to facilitate a good dialog on the plan. There will also be a formal public hearing, after input from the open houses is integrated before the Regional Plan Commission.

- e. Plan Adoption – The Steering Committee, RPC, and the Planning, Building and Zoning Committee will each be requested to make a recommendation to the County Board to adopt the plan with or without modifications. The County Board will then conduct a final review of the plan and adopt the Comprehensive Plan by ordinance.
- f. Final Deliverables – Once the plan is adopted by the County, Teska will provide the County with electronic copies of all materials created as a part of this project. This will include PDF versions of the final plan, and all original source files including Microsoft Word and Excel files, any Adobe files, and all GIS files to allow the County to edit them in the future.





## Kendall County Agenda Briefing

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**Meeting Type:** Planning, Building and Zoning  
**Meeting Date:** 2/10/2025  
**Subject:** Approval of a Process for Updating the Stormwater Ordinance  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

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### **Action Requested:**

Approval of a Process for Approving Amendments to the County-Wide Stormwater Management Ordinance Division of the Kendall County Code

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

N/A

### **Fiscal impact:**

The PBZ Department budgeted \$5,900 to update the Stormwater Management Ordinance; this was included in the approved departmental budget for FY24-25 in line item 11001902-63630

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### **Background and Discussion:**

In 2022, the State updated the Model Floodplain Ordinance. Shortly thereafter, the County decided to review the current Stormwater Management Ordinance against the new Model Floodplain Ordinance, but decided to wait with finalizing any proposals until after codification was completed.

WBK Engineering prepared a redlined version of the proposed amendment. The redlined version and a list of proposed amendments are attached.

The Stormwater Management Ordinance is unique in the following ways:

1. Municipalities have to use a county's stormwater ordinance as the minimum requirements for their stormwater ordinance. If a municipality is in more than one county, the municipality must select a county's ordinance to follow. The municipalities that follow Kendall County's ordinance are Lisbon, Millbrook, Millington, Newark, Oswego, Plano, Plattville, and Yorkville
2. Any amendments to the floodplain regulations have to be approved by FEMA. It's also good practice to run proposed amendments by IDNR.

Accordingly, if proposed amendments are desired, Staff is proposing the following process for amending the Ordinance:

1. Obtain approval from either the Planning, Building and Zoning Committee, Committee of the Whole, or County Board that the amendments are desired.

2. Send the proposed amendments to all of the municipalities in Kendall County for review and comment.
3. Update the proposal based on the feedback received from the County and municipalities.
4. Send the proposal to FEMA and IDNR for comment.
5. Review comments from FEMA and IDNR.
6. Start the process of formally amending the Ordinance (i.e. schedule and hold a public hearing, etc.).
7. Final County Board action and action by municipalities

**Staff Recommendation:**

Staff requests guidance as to how to proceed. Staff suggests that the Committee review the proposed amendments during February and early March and bring comments to the March Planning, Building and Zoning Committee meeting.

**Attachments:**

List of Proposed Changes

Redlined Proposal

2025 Changes to the Kendall County Stormwater Article in the Kendall County Code

1. Section 16-50 (a), add the County eligibility to the National Flood Insurance Program as a purpose
2. Section 16-50 (b) (1), add a reference to the Rivers, Lakes, and Streams Act
3. Section 16-50 (b) (2), add ensuring new development does not create or increase flood hazards or causes damage due to erosion
4. Section 16-50 (b), add a reference to the National Flood Insurance Program codified as 44 CFR 59-79 as amended.
5. Section 16-50 (b), renumbered
6. Section 16-52, first paragraph capitalize “Certified” and “Community” and “Ordinance”, and add “Stormwater Management”
7. Section 16-52, change the definition of “Basement”
8. Section 16-52, add definition of “Critical Facility”
9. Section 16-52, change the definition of “Development”
10. Section 16-52, change the definition of “Flood”
11. Section 16-52, change the definition of “Floodway or designated floodway”
12. Section 16-52, add a definition of “Historic Structure”
13. Section 16-52, add a definition of “IDNR/OWR Jurisdictional Stream”
14. Section 16-52, change the definition of “Letter of map amendment (LOMA)”
15. Section 16-52, change the definition of “Letter of map revision (LOMR)”
16. Section 16-52, change the definition of “Manufactured Home”
17. Section 16-52, add the definition of “NAVD 88”
18. Section 16-52, change the definition of “Plan” to correct the adoption date
19. Section 16-52, add the definition of “Repetitive loss”

20. Section 16-52, change the definition of “Start of construction” by removing the reference to the Coastal Barrier Resources Act
21. Section 16-52, change the definition of “Structure” to include prefabricated buildings and certain types of recreational vehicles and travel trailers
22. Section 16-52, add the definition of “Substantial damage”
23. Section 16-52, change the definition of “Substantial improvement”
24. Section 16-52, add the definition of “Violation”
25. Section 16-139, adds certain developments that are subject to this ordinance
26. Section 16-139, clarifies base flood elevation information.
27. Section 16-140 (b), adds critical facilities to the public health protection standards
28. Section 16-140 (c) (1) (b), removes the floor area increase from the building protection requirements
29. Section 16-140 (c) (1) (e), removes the requirement regarding returning a manufactured home to the same site in the building protection requirements
30. Section 16-140 (c), adds requirements regarding placing a new building, alteration, or addition below the BFE following a LOMR-F to the building protection requirements
31. Section 16-140 (c) (2) (a) (2), changes the placement of fill beyond the foundation from 10 feet to 20 feet in lieu of a geotechnical report
32. Section 16-140 (c) (2) (b), adds a requirement regarding components located below the FPE.
33. Section 16-140 (c) (2) (b) is renumbered
34. Section 16-140 (c) (2) (c), adds a reference to FEMA Technical Bulletin 11
35. Section 16-140 (c) (2) (c) (3), adds requirements regarding enclosed areas below the FPE and equalization of hydrostatic pressures
36. Section 16-140 (c) (2) (c) (3), sets an interior height of crawlspaces
37. Section 16-140 (c) (2) (c) is re-numbered

38. Section 16-140 (c) (5) clarifies the measurement of travel trailers' and recreational vehicles' horizontal projections
39. Section 16-140 (c) (6) (e), adds a requirement for flood resistant materials for the construction of garages, sheds, and minor accessory structures below the BFE
40. Section 16-140 (c) (6) (g), adds a requirement regarding openings on 2 walls
41. Section 16-140 (c) (6) (g), adds a requirement regarding accessory structure height and square footage
42. Section 16-140 (c) (6), deletes the market value requirement of accessory structures
43. Section 16-140 (c) (6), deletes the dry floodproofing exemption
44. Section 16-140 (c) (6), re-lettered
45. Section 16-140 (c), re-numbered
46. Section 16-140 (c), adds a regulation regarding other activities
47. Section 16-140 (d), adds a regulation regarding dams
48. Section 16-140 (e), adds regulations the issuance of Letters of Map Revisions
49. Section 16-140 (f), adds regulations regarding carrying capacity and notifications
50. Section 16-142 (1) (e), provides examples of non-obstructive activities
51. Section 16-142 (1) (m), deletes reference to Statewide Permit 14
52. Section 16-142 (1) is re-lettered
53. Section 16-142 (2) (b), adds an allowance for work previously permitted by IDNR/OWR
54. Section 16-144, adds regulations for critical facilities
55. Sections 16-145 and -146 are re-numbered
56. Section 16-172 (a) (1) (b), adds permitting regulations for critical facilities
57. Section 16-172 (a) (1) is renumbered
58. Section 16-173 (b), adds information regarding FIRMS and FIS in relation to permit extensions

59. Section 16-174 (e) (1) (l), changes the benchmark to NAVD 88
60. Section 16-175 (a) (7), adds a requirement about the certification of floodproofing measures
61. Section 16-175 (a) is renumbered
62. Section 16-177 (a), establishes a procedure to close inactive petitions
63. Section 16-178 is renumbered
64. Section 16-278, establishes which entities can initiate amendments to the ordinance
65. Section 16-278 (a), establishes a procedure to close inactive amendment applications
66. Section 16-279, establishes an effective date for the regulations
67. Section 16-280 is re-numbered
68. Section 16-306 (2), adds a regulation regarding variances and increases in the base flood elevation
69. Section 16-309 (a) (1) (b), adds a requirement that developments seeking variances cannot be reasonably located outside the floodplain
70. Section 16-309 (a) (1) is re-lettered
71. Section 16-309 (a) (2) (b) (1), adds requirements regarding setting a pattern for variances and obtaining other state and federal permits
72. Section 16-309 (a) (2) (b) (3), changes the notification information that a Certified Community gives to applicants
73. Section 16-309 (a) (2) (b), adds considerations of review of variances
74. Section 16-309 (a) (2) (b), adds costs to government services as a consideration for variances
75. Section 16-309 (a) (2) (b) adds historic structure criteria for variances
76. Section 16-309 (a) (2) (b) is re-numbered
77. Section 16-312, adds a procedure for closing inactive petitions.
78. Section 16-313 is re-numbered

79. Section 16-343, adds a requirement for the Administrator to identify critical facilities
80. Section 16-343, adds a requirement for the Administrator to have developments meet damage prevention requirements
81. Section 16-343, adds a requirement for the Administrator to have buildings meet the building protection requirements
82. Section 16-343, adds a requirement for the Administrator to review elevation certificates for accuracy
83. Section 16-343, adds a requirement for the Administrator to ensure that water supplies and waster disposal systems meet public health standards
84. Section 16-343, adds a requirement for the Administrator to have applicants obtain all other required permits
85. Section 16-343, adds a requirement for the Administrator to notify INDR/OWR and neighboring communities prior to the alteration or relocation of certain watercourses
86. Section 16-343, adds a requirement for the Administrator to ensure compliance of the regulations
87. Section 16-343, adds a requirement for the Administrator to provide information and assistance to citizens for permit procedures and floodplain construction techniques
88. Section 16-343, adds a requirement for the Administrator to notify FEMA and IDNR/OWR of proposed amendments to the ordinance
89. Section 16-343, adds a requirement for the Administrator to perform site inspections to ensure compliance with the regulations
90. Section 16-343, adds a requirement for the Administrator to maintain accuracy of flood maps
91. Section 16-343, adds a requirement for the Administrator to establish procedures for administering and documenting determinations
92. Section 16-343 is re-numbered
93. Section 16-426 (c) (1), changes process of who applies for a fee in lieu

## **ARTICLE II. STORMWATER MANAGEMENT**

### ***DIVISION 1. GENERALLY***

#### **Sec. 16-21. Stormwater Management Planning Committee.**

The County Board hereby establishes, in accordance with the provisions of 55 ILCS 5/5-1062.2, a Stormwater Management Planning Committee to oversee the consolidation of the existing County and municipal stormwater management framework into a united, County-wide structure along with the establishment of a set minimum standards for floodplain and stormwater management in the County and preparation of a County-wide plan for the management of stormwater runoff, including the management of natural and man-made drainageways. Said Committee shall consist of twelve (12) voting members to be comprised of three (3) County Board and three (3) municipal representatives within District 1 and three (3) County Board and three (3) municipal representatives within District 2. Pursuant to the governing statutes, the County representatives shall be appointed by the County Board Chairman. Municipal members from each County Board District shall be appointed by a majority vote of the mayors of those municipalities that have the greatest percentage of their respective populations residing in that County Board District. Additional members may be appointed to serve on the Committee as either ex-officio (non-voting) or voting members as may be determined by the twelve (12) members of the Planning Committee in the adoption of the bylaws setting forth the rules under which said Committee shall be governed. In accordance with the statutes, said Committee shall be required to meet at least quarterly and shall be required to hold at least one (1) public meeting during the preparation of the Stormwater Management Plan prior to its submittal to the County Board.

(Res. No. 2020-35, 6-16-2020)

#### **Sec. 16-22. Administration.**

The administrator of the regulations set forth in Division II of this article shall be the County Zoning Administrator and designees.

(Res. No. 2020-39, 7-21-2020)

#### **Secs. 16-23—16-47. Reserved.**

### ***DIVISION 2. COUNTY-WIDE STORMWATER MANAGEMENT ORDINANCE***

#### **Subdivision I. In General**

#### **Sec. 16-48. Statutory authority.**

- (a) This division shall be known, and may be cited, as the "Kendall County Stormwater Management Ordinance" (the KCSMO).



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- (b) The County Board adopts this division pursuant to its authority to regulate stormwater management and governing the location, width, course, and release rate of all stormwater runoff channels, streams, and basins in the County, in accordance with the County Stormwater Management Plan. The statutory authority for this division is contained in 55 ILCS 5/5-1062.2, 55 ILCS 5/5-1041, 55 ILCS 5/5-1063, 65 ILCS 5/1-2-1, 5/4-12-12, 5/11-30-2, 5/11-30-8, and 5/11-31-2 and other applicable authority, all as amended from time to time.
- (c) As applicable, the Communities within the County adopt and enforce this division or in the alternative adopt and enforce a municipal ordinance that is consistent with and at least as strict as the County Ordinance. Pursuant to 55 ILCS 5/5-1062.2, 55 ILCS 5/5-1041, 55 ILCS 5/5-1063, 65 ILCS 5/1-2-1, 5/4-12-12, 5/11-30-2, 5/11-30-8, and 5/11-31-2 and other applicable authority, all as amended from time to time.

(Res. No. 12-28, § 100, 6-19-2012)

### **Sec. 16-49. County Stormwater Management Plan.**

The County Stormwater Management Plan was recommended by the County Stormwater Management Committee and adopted by the County Board, after review by the appropriate agencies and a public hearing on December 12, 2010. The Plan is available for public inspection in the office of the County Clerk.

(Res. No. 12-28, § 101, 6-19-2012)

### **Sec. 16-50. Purpose.**

- (a) The purpose of this division is to maintain this County's eligibility in the National Flood Insurance Program diminish threats to public health, safety and welfare caused by excess stormwater runoff from new development and redevelopment. This division seeks to establish stormwater management practices and promote sustainable planning and design to counter increases in stormwater runoff quantity and rate and the impairment of water quality from development and land improvement throughout the entire County.
- (b) The further purpose of this division is to accomplish the following objectives:
- (1) — To meet the requirements of 615 ILCS 5/18(g) Rivers, Lakes and Streams Act;
  - (2) To ensure that new development does not create or increase flood hazards or cause damages due to erosion;
  - (32) To protect existing buildings, new buildings and major improvements to buildings from flood damage due to increased stormwater runoff;
  - (43) To protect human life and health from the hazards of increased flooding;
  - (54) To lessen the burden on the taxpayer for stormwater management, flood control projects, repairs to flood-damaged public facilities and utilities and correction of channel erosion conditions from new development;
  - (65) To protect and conserve land and water resources in the context of orderly land development;
  - (76) To comply with the rules and regulations of the National Flood Insurance Program codified as 44 CFR 59-79, as amended;
  - (8) To make Federally-subsidized flood insurance available;
  - (97) To reasonably preserve the natural hydrologic and hydraulic functions of watercourses, floodplains and open space areas and to protect water quality and aquatic habitats;

- (108) To control soil erosion due to development and provide effective sediment management measures on construction sites;
  - (119) To require the design and evaluation of site stormwater management plans consistent with watershed capacities;
  - (120) To require stormwater storage and encouraging the use of and infiltration of stormwater in preference to stormwater conveyance;
  - (131) To minimize conflicts between agricultural and urban drainage systems and maintaining agriculture as a viable and productive land use;
  - (142) To encourage cooperation and consistency in stormwater management activities within and between the units of government having floodplain and stormwater management jurisdiction;
  - (153) To establish requirements and promote regular, planned maintenance of stormwater management facilities;
  - (164) To provide a procedure by which communities throughout the County may petition the Committee for authority to implement and enforce the provisions of this division;
  - (175) To require strict compliance with and enforcement of this division.
- (c) The purposes of this division are intended to be consistent with and supersede the County Unified Stormwater Management Plan for those applicable sections.
- (Res. No. 12-28, § 102, 6-19-2012)

#### **Sec. 16-51. Reference to watershed plans.**

- (a) This division recognizes the integrated nature of the watershed system and the need to study certain flood control alternatives and other stormwater management functions on a watershed-wide basis. A generalized process for development of watershed plans was recommended in the adopted County Stormwater Management Plan. This process includes a public hearing review and approval by the Committee, and adoption by the County.
- (b) Individual watershed plans or interim watershed plans which recognize the unique attributes of each watershed may be prepared and periodically updated for the major watersheds, to identify management projects and establish criteria for development. These plans may also recommend changes to this division effective within the study boundary. Watershed plans or interim watershed plans may be adopted which recommend more or less stringent criteria than the criteria in this division. When adopted by the County Board, these watershed-specific criteria established in such watershed plans or interim watershed plans shall be set forth by the County.

(Res. No. 12-28, § 103, 6-19-2012)

#### **Sec. 16-52. Definitions.**

The following words, terms and phrases, when used in ~~this this division~~ ~~division~~ or a ~~C~~ertified ~~C~~ommunity ~~Stormwater Management O~~rdinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning; words, terms and phrases not defined shall have the meanings indicated by common dictionary definition:

*Administrator* means the person designated by resolution of the permitting authority to administer and enforce this ~~division~~ ~~division~~ as provided in Section 16-22.

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*Administrative violation* means an administrative violation of the ordinance occurs when rules and procedures regarding permit applications and stormwater management permits are not followed.

*Agricultural use.* Agriculture includes the growing of farm crops, truck garden crops, animal and poultry husbandry, apiculture, aquiculture, dairying, floriculture, horticulture, nurseries, tree farms, sod farms, pasturage, viticulture, wholesale greenhouses, and the growing, developing, processing, conditioning, or selling of hybrid seed corn, seed beans, seed oats, or other farm seeds, including agricultural structures and accessories thereto. In interpreting the foregoing definition, it is the intent of this division to make the definition of the term "agriculture" as used herein identical to the definition of the term "agriculture" used in 55 ILCS 5/5-12001, as amended from time to time, exempting agriculture from the zoning authority of the County Board. Cultivating the ground, including the harvesting of crops, and rearing and management of livestock: tillage; husbandry; farming. In a broader sense, the science and art of the production of plants and animals useful to humans, including, to a variable extent, the preparation of these products for human use, not including a manufacturing activity or use. The term "agriculture" includes grain storage, horse stables, nurseries, animal feed, commercial feeding, dairy and the like.

*Agricultural subsurface drainage* means a water management technique driven by economic and safety concerns, where the rate at which surplus groundwater should be removed is determined primarily by the moisture/air requirements of the vegetation (commonly called tiles, field tiles, etc.).

*Applicable engineering practice* means procedures, methods, or materials recommended in standard engineering textbooks or references as suitable for the intended purpose.

*Applicant* means any person, firm or governmental agency who executes the necessary forms to procure official approval of a development or permit to carry out construction of a development from the County or appropriate, certified local governmental unit.

*Base flood* means the flood having a one (1) percent probability of being equaled or exceeded in a given year.

*Base flood elevation (BFE)* means the highest water surface elevation that can be expected during the base flood expressed in a numeric value relative to North American Vertical Datum of 1988 (NAVD 88).

*Basement* means any area-portion of the building, including any sunken room or sunken portion of a room, having its floor subgrade (below ground level) on all sides.

*Best management practices (BMPs)* means a measure used to control the adverse stormwater-related effects of development. BMPs include structural devices (e.g., swales, filter strips, infiltration trenches, and stormwater management basins) designed to remove pollutants, reduce runoff rates and volumes, and protect aquatic habitats. The term "BMPs" also includes nonstructural approaches, such as public education efforts to prevent the dumping of household chemicals into storm drains, street sweeping, etc.

*Building.* See *Structure*.

*Buffer* means an area of predominantly vegetated land located adjacent to channels, wetlands, lakes or ponds for the purpose of reducing contaminants in stormwater that flows to such areas.

*Bulletin 75* means the Precipitation Frequency Study for Illinois by James R. Angel and Momcilo Markus, with contributing authors Kexuan Ariel Wang, Brian M. Kerschner, and Shailendra Singh, dated March 2020.

*Bypass flows* means stormwater runoff or groundwater from upstream properties tributary to a property's drainage system but not under its control.

*Certified community* means a community which has met the requirements to be delegated the responsibility for ordinance enforcement as determined by the Stormwater Committee.

*Channel* means any river, stream, creek, brook, branch, natural or artificial depression, ponded area, flowage, slough, ditch, conduit, culvert, gully, ravine, wash, or natural or man-made drainageway, which has a

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definite bed and bank or shoreline, in or into which surface, groundwater, effluent, or industrial discharges flow either perennially or intermittently.

*Channel modification* means alteration of a channel by changing the physical dimensions or materials of its bed or banks. The term "channel modification" includes damming, rip rapping (or other armoring), widening, deepening, straightening, relocating, lining, and significant removal of bottom or woody rooted vegetation but does not include the clearing of debris or removal of trash or dredging to previously documented thalweg elevations and side slopes.

*Clearing* means any activity which removes vegetative ground cover.

*Committee* means the County Stormwater Management Committee.

*Community* means the County or any city or village within the County.

*Compensatory storage* means an excavated, hydrologically and hydraulically equivalent volume of storage created to offset the loss of existing flood storage.

*Conditional letter of map revision (CLOMR)*. A CLOMR is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the Special Flood Hazard Area (SFHA).

*Corps of Engineers (COE)* means the United States Army Corps of Engineers.

*Conservation planning* means the practices and procedures associated with the management of soil, water, plants, plant nutrients and other elements of agricultural production. Documentation of the management system shall only be as required by the NRCS or in cases of a complaint, as requested by the Administrator in response to a notification of a complaint.

*Control structure* means a structure designed to limit the rate of flow of stormwater runoff that passes through the structure to a specific rate, given a specific upstream and downstream water surface elevation.

*Critical duration* means the duration of a storm event that results in the greatest peak runoff.

*Critical facility* means any facility ~~which is~~ which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk.

For purposes of this division a Critical facility shall be a police, fire and other emergency response agency facilities, wastewater treatment and public water supply facilities. Other facilities may be determined to be Critical Facilities by Certified Communities.

*Dam* means any obstruction, wall embankment, or barrier, together with any abutments and appurtenant works, constructed to store or divert water or to create a pool (not including underground water storage tanks).

*Department* means the County Planning, Building and Zoning Department.

*Depressional storage* means the volume contained below a closed contour on a one (1) foot contour interval topographic map, the upper elevation which is determined by the topographic overflow elevation or the critical duration base flood elevation, whichever is less.

*Developer* means a person who creates or causes development.

*Development*.

- (1) The term "development" means the cumulative man-made changes to real property after the effective date of the ordinance from which this division is derived, including:

- a. Construction, reconstruction, demolition or replacement of a building or an addition to a building, with the exception of agricultural structures and accessories thereto outside the floodplain;
  - b. Substantial improvement of an existing building;
  - ~~cb.~~ Installing a manufactured home on a site, preparing a site for a manufactured home, or installing a travel trailer or recreational vehicle on a site for more than one hundred eighty (180) days;
  - d. Installation of utilities, construction of roads, bridges, culverts or similar projects;
  - ~~ee.~~ Drilling, mining, installing utilities, construction of roads, bridges or similar projects;
  - ~~fd.~~ Construction or erection of levees, walls, fences, dams, or culverts, channel modifications, filling, dredging, grading, excavating, paving, or other nonagricultural alterations of the ground surface, storage materials including the placement of gas and liquid storage tanks, deposit of solids or liquid waste;
  - ge. Any other activity of man that might change the direction, height, or velocity of flood or surface water, including extensive vegetation removal.
- (2) The following are not considered development so long as these activities occur outside the floodplain:
- a. Maintenance of existing drainage systems limited to the purpose of agricultural use and for maintaining cultivated areas and crop production;
  - b. Resurfacing of pavement when there is no increase in elevation; construction of farm fencing; or gardening, plowing, and similar practices that do not involve filing, grading, or construction of levees.
  - ~~cb.~~ Improvements undertaken for an agricultural use pursuant to an NRCS conservation plan.

*Director* means the County Board Chairman, or designee by resolution, charged with performing the duties specified in this division.

*Drainage area* means the land area above a given point that may contribute runoff flow at that point from rainfall.

*Effective date* means the date to be determined by the County Board.

*Elevation certificates* means an official record that shows new buildings and substantial improvements in all identified special flood hazard areas (SFHAs) are properly elevated. This elevation information is needed to show compliance with the floodplain management ordinance. Permitting authorities shall use the most current version of the elevation certificate developed by FEMA. Communities participating in the community rating system (CRS) are required to use the FEMA elevation certificate.

*Ephemeral stream* means a stream whose bed elevation does not intersect the groundwater table; it carries flow only during and immediately after a runoff producing rainfall event.

*Erosion* means the general process whereby soil is detached by the action of water, wind or construction activities.

*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by the community.

*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including



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the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

*Extended detention* means a volume of runoff temporarily detained and released over a long period of time to reflect pre-development hydrology (see Section 16-81(f)).

*Federal Emergency Management Agency(FEMA)* means the Federal agency and its regulations, at 44 CFR 59—79, effective as of September 29, 1989, or as amended.

*Flood* means a general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal ways or the unusual and rapid accumulation of runoff of surface waters from any source. Flood also includes the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters.

*Flood frequency* means normally expressed as a period of years, based on a percent chance of occurrence in any given year from statistical analysis, during which a flood of a stated magnitude may be expected to be equaled or exceeded. For example, the two (2) year flood frequency has a fifty (50) percent chance of occurrence in any given year. Similarly, the one hundred (100) year flood frequency has a one (1) percent chance of occurrence in any given year.

*Flood fringe* means that portion of the floodplain outside of the designated floodway.

*Flood insurance rate map (FIRM)* means a map issued by FEMA that is an official community map, on which map FEMA has delineated both the special flood hazard areas and the risk premium zones applicable to the community. This map may or may not depict floodways.

*Flood insurance study (FIS)* means a study of flood discharges and flood profiles for a community, adopted and published by FEMA.

*Floodplain or special flood hazard area (SFHA)*, these terms being synonymous, means the land in the floodplain within the County subject to a one (1) percent or greater chance of flooding in any given year. The floodplains of the Aux Sable Creek, Blackberry Creek, Clear Creek, Dave-Bob Creek, East Branch Little Rock Creek, Big Rock Creek, Fox River, Harvey Creek, Middle Aux Sable Creek, North Arm Saratoga Creek, Waubensee Creek, and West Aux Sable Creek are generally identified on the County-wide Flood Insurance Rate Map of Kendall County prepared by the Federal Emergency Management Agency and dated February 4, 2009 for panels 0005, 0010, 0015, 0020, 0030, 0040, 0051, 0052, 0053, 0054, 0056, 0057, 0058, 0059, 0070, 0078, 0086, 0087, 0089, 0100, 0125, 0176, 0200 and dated January 8, 2014 for panels 0035, 0037, 0039, 0045, 0065, 0130, 0135, 0140, 0145 and 0225. The term "floodplain" also includes those areas of known flooding identified by the County or Administrator.

*Flood protection elevation (FPE)* means the elevation of the BFE, plus two (2) feet of freeboard for structures within the plan limits of the base flood elevation. Outside the plan limits, the water table or one hundred (100) year design water surface elevation of any overland flood path or adjacent stormwater management basin, whichever is higher, plus two (2) feet of freeboard.

*Floodproof* means any combination of structural and nonstructural additions, changes or adjustments to structures or property which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

*Floodproofing certificate* means a form published by FEMA that is used to certify that a building has been designed and constructed to be structurally dry floodproofed to the FPE.

*Floodway or designated floodway* means that portion of the floodplain required to store and convey the base flood. The floodway for the floodplains of the Aux Sable Creek, Blackberry Creek, Clear Creek, Dave- Bob

Creek, East Branch Little Rock Creek, Big Rock Creek, Fox River, Harvey Creek, Middle Aux Sable Creek, North Arm Saratoga Creek, Waubensee Creek, and West Aux Sable Creek are generally identified on the countywide Flood Insurance Rate Map of Kendall County prepared by the Federal Emergency Management Agency and dated February 4, 2009 for panels 0005, 0010, 0015, 0020, 0030, 0040, 0051, 0052, 0053, 0054, 0056, 0057, 0058, 0059, 0070, 0078, 0086, 0087, 0089, 0100, 0125, 0176, and 0200 and January 8, 2014 for panels 0035, 0037, 0039, 0045, 0065, 0130, 0135, 0140, 0145, and 0225). The floodways for each of the remaining floodplains of Kendall County shall be according to the best data available from the Federal, State, or other sources and includes the channel, on-stream lakes, and that portion of the floodplain adjacent to a stream or channel which is needed to store and convey the critical duration one hundred (100) year frequency flood discharge with no more than a one-tenth (0.1) foot increase in flood stage due to the loss of flood conveyance or storage, and no more than a ten (10) percent increase in velocities.

*Floodway conveyance* means the measure of the flow-carrying capacity of the floodway section and is defined using Manning's equation as,  $K = 1.4863 AR^{2/3}/n$ , where "n" is Manning's roughness factor, "A" is the effective area of the cross section, and "R" is the ratio of the wetted area to the wetted perimeter.

*Freeboard* means an increment of height added to the BFE or one hundred (100) year design water surface elevation to provide a factor of safety for uncertainties in calculations, unknown local conditions, wave actions and unpredictable effects such as those caused by ice or debris jams.

*Functional* means stormwater facilities which serve their primary purpose but may not be completed.

*Groundwater* means water that is located within soil or rock below the surface of the earth. The term "subsurface water" is synonymous.

*Groundwater control system* means a designed system which may consist of tiles, under drains, French drains, or other appropriate stormwater facilities whose purpose is to lower the groundwater table to a predictable elevation throughout the year.

*Historic Structure* means any structure that is:

- (1) Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register.
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.
- (3) Individually listed on the state inventory of historic places by the Illinois Historic Preservation Agency.
- (4) Individually listed on a local inventory of historic places that has been certified by the Illinois Historic Preservation Agency.

*Hydraulics* means the science and study of the mechanical behavior of water in physical systems and processes.

*Hydraulically connected impervious area* means those areas of concrete, asphalt and gravel surfaces along with roof tops which convey flows directly to an improved drainage system consisting of storm sewers or paved channels. Rooftops whose downspouts discharge to unpaved surfaces which are designed for the absorption and filtration of stormwater runoff shall not be considered as hydraulically connected impervious surfaces. Roadways whose primary conveyance is through open ditches and swales shall not be considered as hydraulically connected impervious surface. Roadways drained by curb and gutter and storm sewer, and driveways hydraulically connected to those roadways shall be considered as directly connected impervious surface.

*Hydraulically equivalent compensatory storage* means compensatory storage either adjacent to the floodplain fill or not located adjacent to the development but can be shown by analysis to be hydrologically and hydraulically equivalent to compensatory storage located adjacent to the development.

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*Hydrologically disturbed* means an area where development causes the land surface to be cleared, grubbed, compacted, or otherwise modified that changes runoff volumes or rates; or that changes runoff direction.

*Hydrology* means the science of the behavior of water, including its dynamics, composition, and distribution in the atmosphere, on the surface of the earth, and underground.

*IDNR/OWR* means the Illinois Department of Natural Resources, Office of Water Resources.

*-IDNR/OWR Jurisdictional Stream* means IDNR/OWR has jurisdiction over any stream serving a tributary area of 640 acres or more in an urban area, or in the floodway of any stream serving a tributary area of 6,400 acres or more in a rural area. Construction on these streams requires a permit from the IDNR/OWR. (Ill Admin. Code tit. 17, pt. 3700.30). The IDNR/OWR may grant approval for specific types of activities by issuance of a statewide permit which meets the standards defined in Section 16-140 of this division.

*Impervious surfaces* means areas that cause the majority of rainfall to be converted to direct runoff, including asphalt, concrete, roofing systems and compacted gravel not designed nor constructed to promote infiltration or storage of stormwater runoff.

*Interim watershed plan* means a regional study of a watershed which does not address the entire range of purposes, goals and objectives outlined in the County-wide Stormwater Management Plan approved by the Committee and adopted by the County.

*Intermittent stream* means a stream whose bed intersects the groundwater table for only a portion of the year on the average or any stream which flows continuously for at least one (1) month out of the year but not the entire year.

*Letter of map amendment (LOMA)* means official determination by FEMA that a specific building, defined area of land, or a parcel of land, where there has not been any alteration of the topography since the date of the first NFIP map showing the property within the floodplain, was inadvertently included within the floodplain and that the building, defined area of land, or a parcel of land is removed from the floodplain. FEMA's determination that either an entire legally defined parcel of land, or the lowest grade adjacent to a structure, is above the base flood elevation and is therefore the specific structure is excluded from the SFHA. A LOMA amends the effective flood hazard boundary map, flood boundary floodway map, or flood insurance rate map.

*Letter of map revision (LOMR)* means letter that revises BFEs, floodplains or floodways as shown on an effective FIRM. FEMA's modification to an effective flood insurance rate map (FIRM) or flood boundary and floodway map (FBFM), or both. The term "LOMR" means a formal indication of map change by FEMA to revise base flood elevations, flood insurance rate zones, flood boundaries, or floodways as shown on an effective flood insurance rate map based on approved record drawings. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the SFHA. The LOMR officially revises the FIRM or FBFM, and sometimes the flood insurance study (FIS) report, and, when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

*Lake* means a natural or artificial body of water encompassing an area of two (2) or more acres, which retains water throughout the year.

*Lowest floor* means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this division.

*Major stormwater system* means that portion of a stormwater facility needed to store and convey flows beyond the capacity of the minor stormwater system. A constructed major stormwater system shall be designed to convey the one hundred (100) year flood frequency runoff event.



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*Manufactured home* means a structure transportable in one (1) or more sections, which is built on a permanent chassis and is designated for use with or without a permanent foundation when attached to the required utilities. ~~The term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on site for more than one hundred eighty (180) consecutive days. The term "manufactured home" does not include a recreational vehicle.~~

*Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

*Mass grading* means development in which the primary activity is a change in topography affected by the movement of earth materials.

*Minor stormwater system* consists of all infrastructure, including, but not limited to, curb, gutter, culverts, roadside ditches and roadside swales, storm sewers, and subsurface drainage systems intended to convey stormwater runoff on a frequent basis. The recurrence frequency for design purposes shall be the ten (10) year event.

*Mitigation* means measures taken to offset negative impacts from development in wetlands or the floodplain.

*National Flood Insurance Program (NFIP)* means a Federal program whose requirements are codified in Title 44 of the Code of Federal Regulations.

*Net watershed benefit in water quality* means the institution of best management practices as part of a development that when compared to the pre-development condition can be judged to reduce downstream sediment loading or pollutant loadings.

*Net watershed benefit in flood control* means a finding that, when compared to the existing condition, the developed project will do one (1) of the following: substantially reduce (more than ten (10) percent ) downstream peak discharges; reduce downstream flood stages (more than one-tenth (0.1) of a foot); or reduce downstream damages to structures occurring in the pre-development condition. The demonstration of one (1) of these conditions must be through detailed hydrologic and hydraulic analysis of watersheds on a regional scale as approved by the Administrator.

*New construction* means, for the purposes of floodplain management, structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community or the County and includes any subsequent improvements to such structures.

*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads, is completed on or after the effective date of floodplain management regulations adopted by a community or the County.

*Non-riverine* means areas not associated with a stream or river such as isolated depressional storage areas, ponds and lakes.

*NAVD 88* means North American Vertical Datum of 1988. NAVD 88 supersedes the National Geodetic Vertical Datum of 1929 (NGVD).

*Natural Resources Conservation Service (NRCS)* means the United States Department of Agriculture, Natural Resources Conservation Service.

*Observation structures* means structures (manholes) built on a field tile where the pipe inflow and outflow is visible upon removal of a lid.

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*Open channel* means a conveyance system with a definable bed and banks carrying the discharge from field tiles and surface drainage. Open channels do not include grassed swales within farm fields under agricultural production, which are ephemeral in nature.

*Ordinary high water mark (OHWM)* means the point on the bank or shore up to which the presence and action of surface water is so continuous so as to leave a distinctive mark, such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

*Overland flow path* means a design feature of the major stormwater system which carries flows in excess of the minor stormwater system design capacity in an open channel or swale, or as sheet flow or weir flow over a feature designed to withstand the particular erosive forces involved.

*Oversight Committee* means a certified community's body of officials charged by said community with overseeing variance of the regulations set forth in this division within said community. The Oversight Committee may be a body of elected or appointed officials. See Section 16-345.

*Perennial streams* means riverine watercourses whose thalweg generally intersects the groundwater table elevation and flows throughout the year.

*Permitting authority* means the County or a certified community.

*Plan* means the County Stormwater Management Plan, as adopted by the County Board on December 21, 2010, and as amended from time to time.

*Pond* means a body of water of less than two (2) acres, which retains a normal water level year round.

*Primary gravity outlet* means the outlet device designed to meet the release rate requirements of this division.

*Professional land surveyor* means a land surveyor registered in the State, under the Illinois Land Surveyors Act (225 ILCS 330/1 et seq.), as amended.

*Professional engineer* means an engineer registered in the State, under the Illinois Professional Engineering Practice Act (225 ILCS 325/1 et seq.), as amended.

*Property* means contiguous land under single ownership or control.

*Public bodies of water* means all open public streams and lakes capable of being navigated by watercraft in whole or in part for commercial uses and purposes and all lakes, rivers and streams, which in their natural conditions were capable of being improved and made navigable, or that are connected with or discharge their waters into navigable lakes or rivers within, or upon the borders of the State, together with all bayous, sloughs, backwaters, and submerged lands that are open to the main channel or body of water directly accessible thereto.

*Public flood control project* means a flood control project, which will be operated and maintained by a public agency to reduce flood damages to existing buildings and structures, which includes a hydrologic and hydraulic study of the existing and proposed conditions of the watershed. Nothing in this definition shall preclude the design, engineering, construction or financing in whole or in part of a flood control project by persons or parties who are not public agencies.

*Public flood easement* means an easement acceptable to the appropriate jurisdictional body that meets the regulations of the IDNR/OWR, the County, and the community, and that provides legal assurances that all areas subject to flooding will remain open to allow flooding.

*Record drawings* means drawings prepared, signed, and sealed by a registered professional engineer or registered land surveyor representing the final as-built record of the actual in-place elevations, location of drainage systems, and topography.

*Recreational vehicle* means a vehicle which is:

- (1) Built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck;
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

*Redevelopment* means development on a parcel upon which the existing condition prior to the effective date of the ordinance from which this division is derived is a nonagricultural land use and includes infrastructure associated with nonagricultural activities. Widening of an existing street by a unit of local government, including, but not limited to, the County Highway Department and township road districts, may be considered redevelopment.

*Registered structural engineer* means a person licensed under the laws of the State as a structural engineer.

*Regulatory floodplain* means the floodplain as depicted on maps recognized by FEMA as defining the limits of the SFHA.

*Regulatory floodway* means regulatory floodways are those portions of the floodplain depicted on maps as floodway and recognized by the IDNR/OWR for regulatory purposes.

*Removal of vegetation* means cutting vegetation to the ground or stumps, complete extraction, or killing vegetation by spraying.

*Repetitive loss* means flood related damages sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event on the average equals or exceeds twenty-five percent (25%) of the market value of the structure before the damage occurred.

*Retention facility* means a retention facility stores stormwater runoff without a gravity release.

*Riverine* means related to, formed by, or resembling a channel (including creeks and rivers).

*Runoff* means the waters derived from melting snow or rain falling within a tributary drainage basin that exceeds the infiltration capacity of the soils of that basin.

*Seasonal high groundwater table* means the upper limits of the soil temporarily saturated with water, being usually associated with spring wetness conditions. This may be indicated by soil mottles with a Munsell color of 2 chroma or less.

*Sedimentation* means the process that deposits hydraulically moved soils, debris, and other materials either on other ground surfaces or in bodies of water or stormwater drainage systems.

*Sediment trap* means a device or area that allows for the temporary deposit and removal or disposal of sediment materials from stormwater runoff.

*Seepage* means the movement of drainable water through soil and rock.

*Special flood hazard area (SFHA)*. See *Floodplain*.

*Start of construction*, ~~for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97—348),~~ includes substantial improvement and means the date the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include

the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

*Stormwater facility* means all ditches, channels, conduits, bridges, culverts, levees, ponds, natural and man-made impoundments, wetlands, riparian environment, tile, swales, sewers, or other natural or artificial drainage systems, devices or measures which serve as a means of draining surface and subsurface water from land.

*Stormwater management basin (detention)* means a constructed stormwater facility for the temporary storage of stormwater runoff at a controlled release rate.

*Stormwater management permit* means the permit issued under Subdivision V of this division.

*Stripping* means any activity that removes the vegetative surface cover, including tree removal, clearing, and storage or removal of topsoil.

*Structure* means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally aboveground, as well as a manufactured home and prefabricated buildings. The term also includes recreational vehicles and travel trailers installed on a site for more than one hundred eighty (180) days per year. One hundred eighty (180) days shall be considered the cumulative installation on a site during any consecutive three hundred sixty-five (365) day period.

*Substantial Damage* means damage of any origin sustained by a structure whereby the cumulative percentage of damage during a ten (10) year period equals or exceeds fifty percent (50%) of the market value of the structure before the damage occurred regardless of actual repair work performed. Volunteer labor and materials must be included in this determination. The term includes "Repetitive Loss Buildings" (see definition).

***Substantial improvement.*** Any reconstruction, rehabilitation, addition or improvement of a structure taking place during a ten (10) year period in which the cumulative percentage of improvements equals or exceeds fifty percent (50%) of the market value of the structure before the improvement or repair is started.

"Substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work done.

The term does not include:

- (1) Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or
- (2) any alteration of a structure listed on the National Register of Historic Places or the Illinois Register of Historic Places.

When work is performed on an existing building and any of the following three conditions occur, or any combination thereof, the work is classified as a substantial improvement and the entire building must comply with the building protection standards:

- (1) — An improvement made to a building whose cost is equal or greater than fifty (50) percent of the structure's market value prior to the start of construction;
- (2) — Reconstruction or repair of a building, the cost of which or is equal or greater than fifty (50) percent of the structure's market value prior to the start of construction; or
- (3) — Additions to an existing building whose cost or is equal or greater than fifty (50) percent of the structure's market value prior to the start of construction or increases the floor area by more than twenty (20) percent.



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~~Note that if a building is substantially improved, then the entire building must comply with the building protection standards.~~

*Subsurface drainage* means the removal of excess soil water to control water table levels at predetermined elevations for structural, environmental or other reasons in areas already developed or being developed for residential, industrial, commercial, or recreational uses.

*Subsurface water* means water beneath the ground or pavement surface. Subsurface water is sometimes referred to as groundwater or soil water.

*Technical manual* means the manual adopted by the County Board, which refers to this division and provides additional explanations and examples.

*Thalweg* means a line along the lowest point in a channel.

*Transition section* means reaches of the stream or floodway where water flows from a narrow cross section to a wide cross section, or vice versa.

~~*Violation* means the failure of an applicant, their agent, contractor, a structure or other development to be fully compliant with this division.~~

*Water body* means any water holding lake, pond, basin, wetland, quarry, or natural or man-made water impoundment that has a definite bed and banks or shoreline, into which surface water or groundwater flows and is impounded, either perennially or intermittently.

*Water table* means the upper limit of a free water surface in a saturated soil or underlying material.

*Watercourse* means any river, stream, creek, brook, branch, flowage, ravine, or natural or man-made drainageway that has a definite bed and banks or shoreline, in or into which surface water or groundwater flows, either perennially or intermittently.

*Waters of the U.S.* means as defined by the United States Army Corps of Engineers in their Federal Methodology for the Regulation of Wetlands. The term "waters of the U.S." includes wetlands, lakes, rivers, streams, creeks, bogs, fens, and ponds. The term "waters of the U.S." does not include maintained stormwater facilities.

*Watershed* means all land area drained by, or contributing water to, the same stream, lake, stormwater facility, or draining to a point.

*Watershed characteristics* means and includes land use, physiology, habitat, climate, drainage system and community profile.

*Watershed plan* means a study and evaluation of an individual drainage basin's stormwater management, floodplain management, water quality and flood control needs and capabilities.

*Wetland* means land area defined in the 1987 Corps of Engineers Wetland Delineation Manual, Technical Report Y-87-1, U.S. Army Engineers Waterways Experiment Station, Vicksburg, Mississippi ("the 1987 Manual") or other current federal methodology recognized by the U.S. Army Corps of Engineers for regulatory purposes.

(Res. No. 12-28, § 104, 6-19-2012; Ord. No. 2013-25, 12-17-2013; Ord. No. 2021-13, 5-18-2021)

**Secs. 16-53—16-77. Reserved.**

## **Subdivision II. Requirements for Stormwater Management**

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## Sec. 16-78. General information.

All developments shall meet the requirements specified for general stormwater requirements (Section 16-79), site runoff requirements (Section 16-80), sediment and erosion control (Subdivision III of this division), long-term maintenance (Subdivision VI of this division) and performance security (Subdivision XII of this division).

(Res. No. 12-28, § 200, 6-19-2012)

## Sec. 16-79. General stormwater requirements.

- (a) *Requirements applicable to all development.* All development shall ensure the development site is reasonably safe from flooding. No development shall:
  - (1) Result in any new or additional expense to any person other than the developer for flood protection; nor
  - (2) Increase flood elevations or decrease flood conveyance capacity upstream or downstream of the area under the ownership or control of the developer. This requirement shall not prohibit the removal or reduction of built obstructions to flow, such as increasing culvert capacity or lowering roadway elevations.
- (b) *Building permits.* Stormwater facilities shall be functional before building permits are issued for residential and nonresidential subdivisions.
- (c) *Single parcel developments.* Stormwater facilities shall be functional where practicable for single parcel developments before building construction begins.
- (d) *Overland flow paths.* The development shall have an overland flow path that will pass the base flood flow from disturbed areas to the project stormwater facilities or stormwater management basin without increasing damage to structures or property. If the upstream drainage area is less than twenty (20) acres, a storm sewer system and inlets sized for the base flood can be constructed in lieu of providing an overland flow path. Such storm sewer systems shall be considered part of the major stormwater system. Overland flow paths internal to the site shall be considered part of the major stormwater system and shall be designed for conveyance of the base flood (critical duration) or at a minimum one (1) CFS per tributary acre, without damage to structures.
- (e) *Protection of buildings.*
  - (1) All space in new buildings or added to existing buildings hydraulically connected to a stormwater management basin or base flood elevation shall be elevated, floodproofed, or otherwise protected to at least two (2) feet above the one hundred (100) year design water surface elevation or current FIS elevation, whichever is greater. The design water surface elevation of the stormwater management basin is determined as the elevation associated with the design release rate as determined in Section 16-80(c).
  - (2) All space in new buildings or added to existing buildings hydraulically connected to a major stormwater system, or overland flow path with a tributary area of twenty (20) acres or greater shall be elevated, floodproofed, or otherwise protected to at least two (2) feet above the one hundred (100) year design water surface elevation or current FIS elevation, whichever is greater.
  - (3) All space in new buildings or added to existing buildings hydraulically connected to a major stormwater system, or overland flow path with a tributary area less than twenty (20) acres shall be elevated, floodproofed, or otherwise protected to at least one (1) foot above the one hundred (100) year design water surface elevation or current FIS elevation, whichever is greater.

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- (f) *Depressional storage.* The function of existing on-site depressional storage shall be preserved for up to the base flood event. The function of existing on-site depressional storage shall be preserved for both on-site and off-site tributary flows in addition to required site runoff storage volume. When depressional storage is removed it must be compensated for in the stormwater management basin at a one (1) to one (1) ratio, provided that off-site areas tributary to the existing depressional storage are routed through the stormwater management basin. This requirement is in addition to the stormwater management basin required in Section 16-81.

(Res. No. 12-28, § 201, 6-19-2012)

### **Sec. 16-80. Site runoff requirements.**

- (a) *Stormwater facility discharges.* Stormwater facilities shall be required and designed so that runoff exits the site at a point where it exited prior to the subject development and in a manner such that flows will not increase flood damage to adjacent property except when otherwise approved in writing by the Administrator. Concentrated discharges from new developments must enter conveyance systems capable of carrying the design flow rate without increasing flood damages or maintenance costs downstream.
- (b) *Minor stormwater system criteria.* Minor stormwater systems shall be sized to convey runoff from the tributary watershed under pre-development or fully developed conditions as may create the greatest amount of runoff. The recurrence frequency for design purposes shall be the ten (10) year event. The rainfall data shall be from ISWS Bulletin 75. Inlet capacity shall generally be provided such that depth of ponding does not exceed six (6) inches to facilitate the ten (10) year event. Pipe capacity shall generally be provided such that the calculated hydraulic grade line does not exceed the top of pipe elevation. The extent and determination of minor (and major) stormwater systems shall be at the discretion of the permitting authority based on project conditions.
- (c) *Major stormwater system criteria.* Major stormwater systems shall be sized to carry the base flood without causing additional flood damage. A constructed major stormwater system shall be designed to convey the critical duration base flood event from all tributary areas underdeveloped or undeveloped conditions whichever may result in greater flows. The extent and determination of major (and minor) stormwater systems shall be at the discretion of the permitting authority based on project conditions.
- (d) *Existing subsurface and surface drainage systems.* Stormwater systems shall properly incorporate and be compatible with existing subsurface and surface drainage systems, including agricultural systems. Designs shall not cause damage to the existing drainage systems or the existing adjacent or tributary land, including those with agricultural uses. The following principles and requirements shall be observed in the design:
- (1) *Off-site outfall.* Agricultural subsurface and surface drainage systems shall be evaluated with regard to their capacity and capability to properly convey low flow groundwater and stormwater management basin release without damage to downstream drainage systems and land use on the adjacent property. If the outfall drain tile and surface drainage systems prove to be inadequate it will be necessary to modify the existing systems or construct new systems which will not conflict with the existing systems and will not impact the existing agricultural land use. Existing subsurface systems shall only be used as an outfall if extended detention volume is provided in the stormwater management basin.
  - (2) *On site.* Agricultural drainage systems shall be located and evaluated on site. All existing on-site agricultural drain tile not serving a beneficial use shall be abandoned by trench removal prior to other development and documented on record plans. If any existing drain tiles continue to upland watersheds the applicant must maintain drainage service at all times, including during construction.
  - (3) *Off-site tributary.* Existing drainage systems shall be evaluated with regard to existing capabilities and reasonable future expansion capacities. All flows from existing tributary drain tiles shall be facilitated

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by the proposed stormwater conveyance system, including observation structures located at the property limits as appropriate. The proposed stormwater system shall provide a free flow discharge from tributary drain tiles and shall not allow surface runoff to enter the system. Off-site surface flows (including agricultural) shall be facilitated by the proposed project with consideration given to water quality and sediment control and mitigation measures.

- (4) *Existing subsurface systems.* New roadway construction and utility construction shall preserve existing subsurface systems within the right-of-way and the entire project area.
- (e) *Design runoff rate.* Design runoff rates shall be calculated using event hydrograph methods. Acceptable hydrograph methods shall be determined by the Administrator. Design runoff rates for minor stormwater systems may be calculated using the rational method if the tributary area is less than twenty (20) acres.
- (f) *Design rainfall.* Any design runoff rate calculation shall use Illinois State Water Survey Bulletin 75 rainfall data to calculate flow from all tributary area upstream of the point of design. Peak discharges for conveyance design purposes shall be based on the critical duration event considering the appropriate rainfall distribution. Rational method design of conveyance systems shall use Illinois State Water Survey Bulletin 75, Sectional Rainfall Data Based Intensity-Duration-Frequency Curves.
- (g) *Stormwater system easements.* For projects involving subdivision, major and minor stormwater systems shall be located within easements or rights-of-way explicitly providing for public access and maintenance of such facilities. For all other projects requiring a permit, easements are required to provide public access for maintenance of new stormwater facilities (or for modifications) involving stormwater management basins or components of a drainage system that conveys runoff from off-site properties.
- (h) *Flow depths.* Maximum flow depths for new transverse stream crossings shall not exceed one (1) foot at the crown of the road during the base flood condition. The maximum flow depth on a roadway shall not exceed six (6) inches at the crown for flow parallel to the roadway. For flow over a new roadway or parallel to a new roadway the product of the flow depth (in feet) and velocity (in feet per second) shall not exceed four (4) for the base flood condition.
- (i) *Diversion of flow between watersheds.* Transfers of waters between watersheds (diversions) shall be prohibited except when such transfers will not violate the provisions of Section 16-79(a) and are otherwise lawful. Watersheds for the purpose of regulation under this section shall be the watershed divides, as defined in the County Stormwater Plan.

(Res. No. 12-28, § 202, 6-19-2012; Ord. No. 2021-13, 5-18-2021)

## **Sec. 16-81. Site runoff storage requirements.**

- (a) *Applicability of site runoff storage requirements.*
  - (1) All developments shall comply with the site runoff storage requirements provided in this section in which:
    - a. A single-family, detached land use property consisting of five (5) or more residential structures having an average lot size of three (3) acres or less;
    - b. A nonresidential land use or a residential land use other than single-family, detached property of contiguous ownership equal to or greater than three (3) acres:
      - 1. Resulting in more than forty-five thousand (45,000) square feet of development; or
      - 2. Resulting in more than thirty-two thousand (32,000) square feet of impervious surface area.



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The area of development and impervious surface and corresponding storage requirements shall be determined on an aggregate basis from the effective date of the ordinance from which this division is derived.

- c. A nonresidential land use or a residential land use other than single-family, detached property of contiguous ownership less than three (3) acres and resulting in disturbance of more than five thousand (5,000) square feet and resulting in twenty-five (25) percent or more of the site area as impervious surface. The area development and corresponding storage requirements shall be determined on an aggregate basis from the effective date of the ordinance from which this division is derived.
- d. Public roadway developments in rights-of-way under the ownership or control of a unit of local governments where the new impervious surface area tributary to any drainage outlet exceeds two (2) acres. New impervious surface includes PCC and asphalt pavement, sidewalks and paved trails but does not include previously paved areas.
- e. 1. The developer of a redevelopment project may request that a fee in lieu of detention (site runoff storage volume) be approved, provided that all of the following are demonstrated to the sole satisfaction of the Administrator:
  - (i) The drainage plan will not increase existing flood damages; and
  - (ii) The drainage plan provides a net watershed benefit in water quality compared to the existing development.
- 2. The Administrator shall determine the appropriate fee to be collected, as defined in Subdivision XIII of this division, and such decision in the matter shall be considered final.
- 3. All impervious area shall be included when considering the threshold for requiring stormwater storage regardless of when it was created. No impervious surface is grandfathered with regard to the threshold. However, stormwater storage is only required on development after the effective date of the ordinance from which this division is derived. Additionally, it is noted that a gravel surface is considered impervious unless it is designed and constructed to promote infiltration or provide stormwater storage.
- (2) The following projects/work activities are not considered development nor subject to the site runoff storage requirements of this section:
  - a. Maintenance or repair of existing buildings and facilities;
  - b. Repair and replacement of existing parking lots outside the floodplain, provided:
    - 1. The net impervious surface is not increased;
    - 2. There is no increase in peak flows;
    - 3. There is no change in the location or type of stormwater discharge (sheet flow or point discharge);
  - c. Repair and replacement of existing parking lots outside the floodplain with an increase in impervious surface, provided:
    - 1. The net impervious surface increases by no more than ten (10) percent of the area of the parking lot but in no case shall the impervious surface increase by more than forty-five thousand (45,000) square feet;
    - 2. Best management practices are constructed;

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3. The best management practices provide a reduction in total runoff volume or reduction in pollutant load. This shall be documented with a quantitative evaluation of before project and after project conditions;
  - d. Resurfacing of streets or highways outside the floodplain;
  - e. Resurfacing publicly owned streets and highways within the floodplain provided elevation changes are limited to two (2) inches or less;
  - f. Excavation or removal of vegetation in rights-of-way or public utility easements for the purpose of installing or maintaining utilities, not including storm sewers.
- (b) *Release rate.* Sufficient excess runoff/flood storage volume shall be provided so that the proposed project will not discharge at a rate greater than fifteen-hundredths (0.15) CFS per acre of disturbance for a rainfall event with a one hundred (100) year recurrence frequency. Additionally, sufficient excess runoff/flood storage volume shall be provided so that the proposed project will not discharge at a rate greater than four-hundredths (0.04) CFS per acre of disturbance for a rainfall event with a two (2) year recurrence frequency. The area of hydrologic disturbance for the entire project shall be used to calculate the site runoff storage volume requirements.
- (c) *Design methods.* Event hydrograph routing methods shall be used to calculate runoff storage volume requirements for stormwater management basins with total tributary areas greater than five (5) acres. The hydrograph routing shall be HEC-1, (SCS methodology), HEC-HMS, TR-20, or TR-55 tabular method or as otherwise approved by the Administrator. Event hydrograph methods shall incorporate the following assumptions:
- (1) Antecedent moisture condition equals two (2);
  - (2) Appropriate Huff rainfall distribution;
  - (3) Twenty-four (24) hour duration storm with a one (1) percent probability (one hundred (100) year frequency) of occurrence in any one (1) year as specified by Illinois State Water Survey Bulletin 75 rainfall data multiplied by a correction factor of one and thirteen-hundredths (1.13) to account for Bulletin 75 rainfall data.

Runoff storage volume requirements for stormwater management basins with total tributary areas equal to or less than five (5) acres may utilize the percent impervious to unit area detention nomograph developed by the Northeastern Illinois Planning Commission (NIPC) (now known as the Chicago Metropolitan Agency for Planning (CMAP)) depicted in Table 16-81.

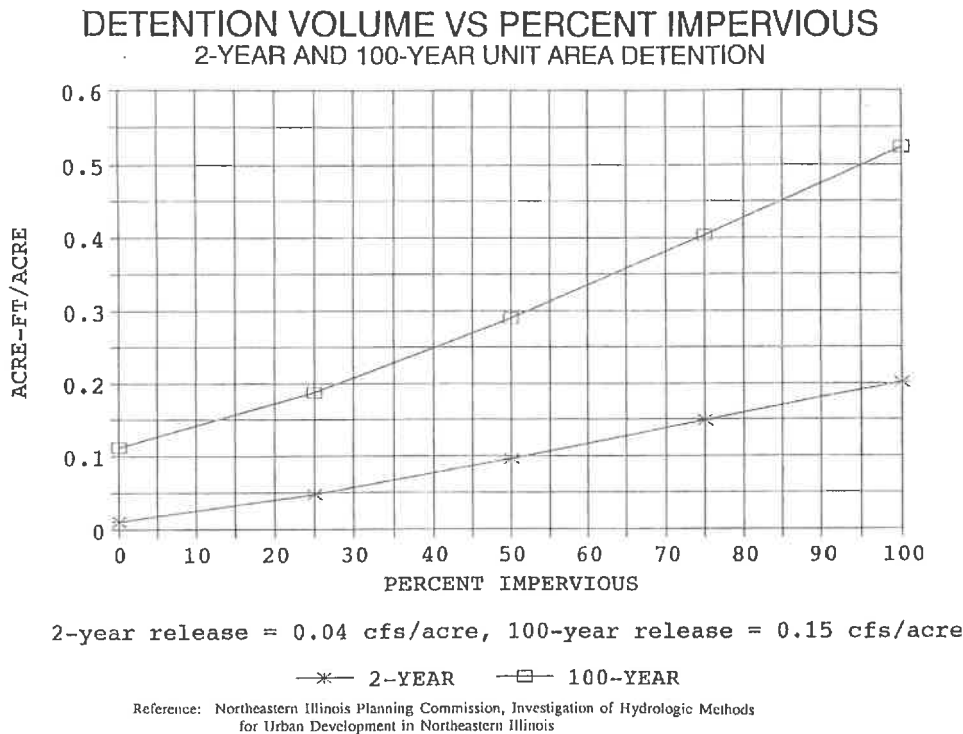
- (d) *Existing release rate less than allowable.* For sites where the undeveloped release rate is less than the maximum release rate in Subsection (b) of this section, the developed release rate and corresponding site runoff storage volume requirement shall be based on the existing undeveloped release rate for the development.
- (e) *Downstream water surface elevations.* All hydrologic and hydraulic computations must utilize appropriate assumptions for downstream water surface elevations, from low flow through the base flood elevation, considering the likelihood of concurrent flood events.
- (f) *Extended detention requirement.*
- (1) The requirements of this section will apply only when the outfall from a stormwater management basin is proposed to connect to an off-site agricultural drain tile system. The first seventy-five-hundredths (0.75) of an inch of runoff from a rainfall event over the hydraulically connected impervious area of the development shall be stored below the elevation of the primary gravity outlet (extended detention) of the stormwater management basin. The facility may be designed to allow for

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- evapotranspiration or infiltration of this volume into a subsurface drainage system and shall not be conveyed through a direct positive connection to downstream areas.
- (2) The hydraulically connected impervious area used in the calculation of required extended detention volume may be reduced by the Administrator if the soils are prepared to maximize infiltration and deep rooted grasses or other plants selected for their ability to promote infiltration or water absorption are planted in areas appropriately dedicated. The reduction in hydraulically connected impervious area used in the calculation shall be equal to the area of the development meeting the above soils/native planting requirement.
  - (3) Subsurface drainage systems may be designed as a component of the extended detention portion of the stormwater management basin to assist in infiltration in accordance with the following criteria:
    - a. The extended detention volume shall be discharged at a rate no greater than that required to empty the calculated extended detention volume within five (5) days of the storm event and at a rate no less than that required to empty the calculated extended detention volume within thirty (30) days of the storm event.
    - b. No subsurface drainage pipe shall be located within ten (10) feet of drainage pipes directly connected to the stormwater management basin.
    - c. For the purposes of meeting the maximum subsurface drainage discharge requirements, flow control orifices and weirs may be used.
    - d. All design extended detention volume shall be provided above the seasonal high groundwater table or the invert elevation of the groundwater control system.
    - e. Farm field tile shall not be considered a subsurface drainage system.
  - (g) *Stormwater management basin design requirements.* Stormwater management basins shall be designed and constructed with the following characteristics:
    - (1) The stormwater management basin shall provide one (1) foot of freeboard above the design high water elevation or BFE.
    - (2) The stormwater management basin shall be located on the site and designed such that they are accessible by motorized maintenance equipment necessary for regular and long-term maintenance operations. The route to the basin shall be formalized with an access easement and that the surface of such route shall be easily traversable by maintenance equipment/operations as determined by the Administrator.
    - (3) All site runoff storage volume shall be provided above the seasonal high groundwater table or above the invert of the groundwater control system.
    - (4) Stormwater management basins shall facilitate sedimentation and catchment of floating material. Unless specifically approved by the Administrator, impervious low-flow ditches shall not be used in stormwater management basins. Stormwater management basins shall maximize the normal flow distance between stormwater management basin inlets and outlets, to the extent possible.
    - (5) Stormwater management basins shall reduce impacts of stormwater runoff on water quality by incorporating best management practices.
    - (6) Stormwater management basins shall be designed with an emergency overflow weir capable of passing the inflow from the critical duration base flood event under developed conditions. The predicted emergency water surface elevation shall be below the top of embankment for any other portion of the stormwater management basin. The weir design shall provide appropriate erosion control measures.

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- (7) Stormwater management basins with single pipe outlets shall have a minimum inside diameter of twelve (12) inches. If design release rates necessitate a smaller outlet, flow control devices such as perforated risers, or flow control orifices shall be used.
  - (8) Stormwater management basins intended to support potential fish habitat with a permanent pool, shall be at least ten (10) feet deep over twenty-five (25) percent of the bottom area.
  - (9) Stormwater management basins shall have a maximum side slope of four to one (4:1).
  - (10) Stormwater management basins with a permanent pool shall have a safety shelf at least eight (8) feet wide a maximum of two (2) feet below the normal water pool.
  - (11) Stormwater management basins shall have a maximum drawdown time of seventy-two (72) hours for a twenty-four (24) hour duration rainfall event with one hundred (100) year recurrence frequency.
  - (12) All stormwater management basins shall comply with IDNR dam safety requirements where applicable.
- (h) *Site runoff storage volume within the regulatory floodplain.* Stormwater management basins and other facilities to satisfy site runoff storage volume requirements located within the regulatory floodplain shall:
- (1) Conform to all applicable requirements specified in this article;
  - (2) Store the required amount of site runoff to meet the release rate requirement under all stream flow and backwater conditions in the receiving stream up to the ten (10) year flood elevation;
  - (3) Site runoff storage volume provided by enlarging existing regulatory floodplain storage without providing a flow control device regulating discharge (on-stream detention) will be allowed only as a variance. The applicant must demonstrate that flood damages are not increased and the development will not increase flood flows for both the two (2) year and one hundred (100) year floods on the stream with developed conditions on the site;
  - (4) The Administrator may approve designs which can be shown by detailed hydrologic and hydraulic analysis to provide a net watershed benefit in flood control not otherwise realized by strict application of the requirements in Subsections (h)(1) through (3) of this section.
- (i) *Site runoff storage volume within the regulatory floodway.* Stormwater management basins and other facilities to satisfy site runoff storage volume requirements located within the regulatory floodway shall:
- (1) Meet the requirements for locating stormwater management basins in the regulatory floodplain;
  - (2) Be evaluated by performing hydrologic and hydraulic analysis consistent with the standards and requirements for any adopted watershed plans;
  - (3) Provide a net watershed benefit in flood control.
- (j) *Site runoff storage volume, channel impoundment.* Flow control structures constructed across any channel to impound water to meet site runoff storage requirements shall be prohibited on any perennial stream unless part of a public flood control project with a net watershed benefit in flood control. Those streams appearing as blue on a USGS Quadrangle map shall be assumed perennial unless better data is obtained. All cross stream flow control structures for the purpose of impounding water to provide site runoff storage in all cases on perennial and intermittent streams must demonstrate that they will not cause short-term or long-term stream channel instability.
- (k) *Off-site stormwater management basins.* Stormwater management basins and other facilities to satisfy site runoff storage volume requirements may be located off site if the following conditions are met:
- (1) The off-site stormwater management basin meets all of the requirements of this article;
  - (2) Adequate storage capacity in the off-site facility is dedicated to the development;

- (3) The development includes means to convey stormwater to the off-site stormwater management basin.

**Table 16-81**



(Res. No. 12-28, § 203, 6-19-2012; Ord. No. 2013-11, 5-21-2013; Ord. No. 2021-13, 5-18-2021)

**Secs. 16-82—16-105. Reserved.**

### **Subdivision III. Soil Erosion and Sediment Control**

#### **Sec. 16-106. General principles.**

- (a) Measures taken to control soil erosion and sediment runoff should be adequate to ensure that sediment is not transported from the site. The following principles shall apply to all development activities within the County:
- (1) Erosion and sediment control planning shall be part of the initial site planning process. In planning the erosion and sediment control strategy, preference shall be given to reducing erosion rather than controlling sediment.
  - (2) Development shall be related to the topography and soils of the site to create the least potential for erosion. Areas of steep slopes where high cuts and fills may be required shall be avoided, and natural contours should be followed.

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- (3) Natural vegetation shall be retained and protected. Areas immediately adjacent to natural watercourses, lakes, ponds, and wetlands shall be left undisturbed to the greatest extent possible. Temporary crossings of watercourses, when permitted, must include appropriate watercourse and bank stabilization measures.
  - (4) Special precautions shall be taken to prevent damages resulting from any necessary development activity within or adjacent to any stream, lake, pond, or wetland. Preventative measures shall reflect the sensitivity of these areas to erosion and sedimentation.
  - (5) The smallest practical area of land shall be exposed for the shortest practical time during development.
  - (6) Sediment basins or traps, filter barriers, diversions, and any other appropriate sediment or erosion control measures shall be installed prior to or concurrent with site clearing and grading. Measures implemented on site shall be maintained to prevent erosion and remove sediment from runoff waters from land undergoing development.
  - (7) The selection of erosion and sediment control measures shall be based on assessment of the probable frequency of climatic and other events likely to contribute to erosion (and at a minimum a rainfall event with a twenty-five (25) year recurrence frequency).
  - (8) Provision shall be made to accommodate the increased runoff caused by changed soil and surface conditions during and after development. Drainageways shall be designed so that their final gradients and the resultant velocities and rates of discharge will not create additional erosion on site or downstream.
  - (9) Permanent vegetation and drainage systems shall be installed and functional at the earliest possible time during development.
  - (10) Those areas being converted from agricultural purposes to other land uses shall be vegetated with an approved protective cover prior to development.
  - (11) All waste generated as a result of site development activity shall be properly disposed of and prevented from being carried off the site by either wind or water.
  - (12) All construction sites shall provide measures to prevent sediment from being tracked onto public or private roadways.
  - (13) Temporary vegetation or, where appropriate, mulching or other non-viable cover shall be used to protect areas exposed during development.
- (b) All development shall comply with the minimum requirements of NPDES regulations for construction activities. This division may provide other requirements but is not intended to relieve NPDES requirements.
- (Res. No. 12-28, § 300, 6-19-2012)

### **Sec. 16-107. Soil erosion and sediment control plan.**

- (a) A soil erosion and sediment control plan shall be provided showing all measures necessary to meet the objectives of this division throughout all phases of construction and permanently after completion of development of the site, including:
- (1) The plan shall provide a description of the nature of the construction activity, the name of the receiving waters, an estimate of the total area of the site and the total area of the site that is expected to be disturbed by excavation, grading or other activities.
  - (2) A site map indicating drainage patterns and approximate slopes anticipated before and after major grading activities.

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- (3) Location and description of all off-site tributary areas that will cause runoff and the potential to cause sediment flow on to the project site and or within the project limits. The extent of off-site area, nature of land use and off-site land cover shall be identified. Depict and identify the on-site erosion control and sediment control measures to facilitate potential off-site flows and sediment.
  - (4) The proposed phasing of development of the site, including stripping and clearing, rough grading and construction, and final grading and landscaping. Phasing should identify the expected dates and the sequences of installation of temporary sediment control measures, installation of temporary soil stabilization measures, clearing and grading, estimated duration of exposure of cleared areas, installation of storm drainage, paving of streets and parking areas, final grading, establishment of permanent vegetative cover, and the removal of temporary measures. It shall be the responsibility of the applicant to notify the permitting authority of any significant changes that occur in the site development schedule after the soil erosion and sediment control plan has been approved.
  - (5) Location and description, including specifications, of all erosion control measures, including temporary or permanent seeding, mulching, erosion control blanket, and types of non-vegetative stabilization measures.
  - (6) Location and description, including standard details and design specifications, of all sediment control measures, including, but not limited to, methods to prevent tracking of sediment off site, diversions, sediment traps, sediment basins, inlets and outlets, as appropriate.
  - (7) Description of dust control measures.
  - (8) Locations of stockpiles and description of stabilization methods.
  - (9) Descriptions of off-site fill or borrow volumes, locations, and methods of stabilization.
  - (10) Provisions for construction dewatering, if needed, to address water that is pumped or discharged from the site during construction. Means shall be provided to prevent erosion from a dewatering operation as well as filter or treat water to prevent sediment from discharging off site.
  - (11) Location of outfalls.
  - (12) Provisions for maintenance of control measures, including type and frequency of maintenance.
- (b) These submissions shall be prepared in accordance with the requirements of this division and the standards and specifications contained in the Illinois Urban Manual (2010 or current edition) which standards and requirements are hereby incorporated into this division by reference. Erosion and sediment control planning shall be in accordance with the Procedures and Standards for Urban Soil Erosion and Sedimentation Control in Illinois (The Green Book, 1988 or current edition).
  - (c) The permitting authority may waive specific requirements for the content of submissions upon finding that the information submitted is sufficient to show that the work will comply with the objectives and principles of this division.

(Res. No. 12-28, § 301, 6-19-2012)

## **Sec. 16-108. Design and operations standards and requirements.**

- (a) *Generally.* This section establishes the design features and the design criteria, standards, and methods to be used in developing a Soil Erosion and Sedimentation Control Plan.
- (b) *Site design requirements.*

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- (1) On-site soil erosion and sediment control measures, as specified by the following criteria, shall be constructed and functional prior to initiating clearing, grading, stripping, excavating or fill activities on the site.
    - a. Disturbed areas draining less than one (1) acre shall, at a minimum, provide filter barriers (including silt fences, or equivalent control measures) to control all on- and off-site runoff as specified in referenced handbooks. Vegetated filter strips, with a minimum width of twenty-five (25) feet located on the subject property, may be used as an alternative only where runoff in sheet flow is expected.
    - b. Disturbed areas draining more than one (1) but less than five (5) acres, shall, at a minimum, be protected by a sediment trap or equivalent control measure and such protection shall be constructed at the downslope point of the disturbed area as specified in referenced handbooks.
    - c. Disturbed areas draining more than five (5) acres shall, at a minimum, be protected by a sediment basin with a dewatering device or equivalent control measure and such protection shall be constructed at the downslope point of the disturbed area as specified in referenced handbooks.
    - d. Sediment basin and sediment trap designs shall provide for both detention storage and sediment storage. The detention storage shall be composed of equal volumes of wet detention storage and dry detention storage and each shall be sized for the two (2) year, twenty-four (24) hour runoff from the site under maximum runoff conditions during construction. The release rate of the basin shall be that rate required to achieve minimum detention times of at least ten (10) hours. The elevation of the control structure shall be placed such that it only drains the dry detention storage.
    - e. The sediment storage shall be sized to store the estimated sediment load generated from the site over the duration of the construction period with a minimum storage equivalent to the volume of sediment generated in one (1) year. For construction periods exceeding one (1) year, a sediment removal schedule shall be provided.
  - (2) Stormwater conveyance channels, including ditches, swales, and diversions, and the outlets of all channels and pipes shall be designed and constructed to withstand the expected flow velocity from the ten (10) year frequency storm without erosion. All constructed or modified channels shall be stabilized within forty-eight (48) hours.
  - (3) Soil disturbance shall be conducted in such a manner as to minimize erosion. Areas of the development site that are not to be graded shall be protected from construction traffic or other disturbance until final seeding is performed. Soil stabilization methods shall consider the time of year, site conditions and use of temporary or permanent measures.
  - (4) Properties and channels adjoining development sites shall be protected from erosion and sedimentation. At points where concentrated flow leaves a development site, energy dissipation devices shall be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity of flow from the drainage outlet to the watercourse.
  - (5) Development in excess of twenty (20) acres shall provide a detailed schedule for earthwork, including a timeline in days for stripping, excavating, filling, and establishment of erosion controls. Such schedule shall consider phasing of operations to limit the area of disturbance on site at any one time. The erosion control plan must ensure temporary or permanent soil erosion and sediment control measures can be maintained.
  - (6) Disturbed areas shall be stabilized with temporary or permanent measures within seven (7) calendar days following the end of active disturbance, or re-disturbance, consistent with the following criteria:



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- a. Appropriate temporary or permanent stabilization measures shall include seeding, mulching, erosion control blanket, sodding, and/or non-vegetative measures in accordance with the Illinois Urban Manual.
  - b. Areas having slopes greater than twelve (12) percent shall be stabilized with turf reinforcement mat, or blanket in combination with seeding, or equivalent.
  - c. The seven (7) day stabilization requirement may be precluded by snow cover or when construction activity will resume within fourteen (14) days from when activities have ceased, then stabilization measures do not have to be initiated on that portion of the site by the seventh day after construction activity temporarily ceased given that portion of the site has appropriate soil erosion and sediment controls.
- (7) Land disturbance activities in stream channels shall be avoided, where possible. If disturbance activities are unavoidable, the following requirements shall be met:
- a. Construction vehicles shall be kept out of the stream channel to the maximum extent practicable. Where construction crossings are necessary, temporary crossings shall be constructed of non-erosive material, such as riprap or gravel.
  - b. The time and area of disturbance of stream channels shall be kept to a minimum. The stream channel, including bed and banks, shall be restabilized within forty-eight (48) hours after channel disturbance is completed, interrupted, or stopped.
  - c. Whenever channel relocation is necessary, the new channel shall be constructed dry and fully stabilized before flow is diverted.
- (8) Storm sewer inlets and culverts shall be protected by an appropriate sediment control measure.
- (9) Soil storage piles containing more than ten (10) cubic yards of material shall not be located with a downslope drainage length of less than twenty-five (25) feet to a roadway or drainage channel. Filter barriers, including filter fence, or equivalent, shall be installed immediately on the downslope side of the piles.
- (10) If dewatering devices are used, discharge locations shall be protected from erosion. All pumped discharges shall be routed through an effective sediment control measure (e.g., an appropriately designed sediment traps or basins, or equivalent) and monitored for performance and compliance with the approved plan.
- (11) Each site shall have a stabilized mat of aggregate underlain with filter cloth (or other appropriate measure) of sufficient length and width and stone gradation to prevent sediment or stone from being tracked onto public or private roadways at any point where traffic will be entering or leaving a construction site to or from entrance roads, access drives, and parking areas. Any sediment reaching a public or private road shall be removed by shoveling or street cleaning (not flushing) before the end of each workday and transported to a controlled sediment disposal area.
- (12) The applicant shall provide adequate receptacles for the deposition of all construction material debris generate during the development process. The applicant shall not cause or permit the dumping, depositing, dropping, throwing, discarding or leaving of construction material debris upon or into any development site, channel, watercourse or water body.
- (13) All temporary and permanent erosion and sediment control practices must be maintained and repaired as needed to ensure effective performance of their intended function.
- (14) All temporary erosion and sediment control measures shall be maintained until site stabilization is achieved with permanent soil stabilization measures. In the case of bare ground seeding, erosion controls must be maintained until a minimum of seventy (70) percent density of cover and two (2)

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inches of growth is established. Trapped sediment and other disturbed soils resulting from the disposition of temporary measures should be permanently stabilized to prevent further erosion and sedimentation.

- (15) The condition of the construction site for the winter shutdown period shall address proper erosion and sediment control early in the fall growing season so that slopes and other bare earth areas may be stabilized with temporary and/or permanent vegetative cover and other cover types/stabilization methods. All open areas that are to remain idle throughout the winter shall receive temporary erosion control measures prior to the end of the fall growing season. The areas to be worked beyond the end of the growing season must incorporate soil stabilization measures that do not rely on vegetative cover.

- (c) *Handbooks adopted by reference.* The standards and specifications contained in the Illinois Urban Manual (2010 or current edition) and the Procedures and Standards for Urban Soil Erosion and Sedimentation Control in Illinois (The Green Book, 1988 or current edition) are hereby incorporated into this section and made a part hereof by reference for the purpose of delineating procedures and methods of operation under site development. In the event of conflict between provisions of said manuals and of this division, this division shall govern.

(Res. No. 12-28, § 302, 6-19-2012)

#### **Sec. 16-109. Maintenance of erosion control measures.**

- (a) All soil erosion and sediment control measures necessary to meet the requirements of this division shall be maintained by the applicant or subsequent landowner during the period of land disturbance and development of the site in a satisfactory manner to ensure adequate performance. Soil erosion and sediment control measures shall be inspected in accordance with NPDES requirements or at least weekly and following an equivalent one-half (½) inch rainfall event and repaired or replaced as necessary.
- (b) With issuance of the stormwater permit by the permitting authority the applicant agrees to maintain the soil erosion and sediment control measures and shall execute a maintenance agreement with future owners of the property to maintain the property's soil erosion and sediment control plan and stormwater pollution prevention plan as applicable.
- (c) The applicant also specifically authorizes representatives or subcontractors of the permitting authority to enter onto the property for the purpose of inspections and maintenance of the drainage system.
- (d) If the permitting authority notifies the property owner in writing of maintenance problems that require correction, the property owner shall make such corrections within seven (7) calendar days of such notification.
- (e) If the corrections are not made within this time period, the permitting authority may issue a stop work order and revoke the permit.

(Res. No. 12-28, § 303, 6-19-2012)

#### **Sec. 16-110. Inspection.**

- (a) The permitting authority or their agent shall make inspections as hereinafter required and shall either approve that portion of the work completed or shall notify the permittee wherein the work fails to comply with the stormwater permit or soil erosion and sediment control plan, as approved.

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- (b) Plans for grading, stripping, excavating, and filling work approved by the permitting authority shall be maintained during progress of the work. Revisions to the approved plan (including formal revisions and field revisions) shall be maintained at the site.
  - (c) In order to ensure compliance with the stormwater permit and approved soil erosion and sediment control plan, stormwater pollution prevention plan and this division, the permitting authority may perform inspections in conjunction with scheduled building inspections.
  - (d) Performance inspections shall be scheduled by the permittee for all development requiring a stormwater permit.
  - (e) For performance inspections, the permittee shall notify the permitting authority within two (2) working days of the construction stages specified below:
    - (1) After establishment of erosion controls concurrent with the start of stripping and clearing;
    - (2) After final grading;
    - (3) After seeding and landscaping deadlines;
    - (4) After final stabilization and landscaping, prior to removal of sediment controls.
  - (f) If stripping, clearing, grading and/or landscaping are to be done in phases or areas, the permittee shall give notice and request inspection at the completion of each of the above work stages in each phase or area.
- (Res. No. 12-28, § 304, 6-19-2012)

#### **Sec. 16-111. Special precautions.**

- (a) If at any stage of development the permitting authority determines by inspection that the nature of the site is such that further work authorized by an existing permit is likely to imperil any property, public way, stream, lake, wetland, or drainage structure, the permitting authority may require, as a condition of allowing the work to be done, that such reasonable special precautions to be taken as is considered advisable to avoid the likelihood of such peril.
- (b) Special precautions may include, but shall not be limited to, a more level exposed slope, construction of additional drainage facilities, berms, terracing, or cribbing, installation of plant materials for erosion control, and recommendations of a registered soils engineer, a certified professional in erosion and sediment control (CPESC), a registered professional engineer and/or an engineering geologist.
- (c) Where it appears that storm damage may result because the grading on any development site is not complete, work may be stopped and the permittee required to install temporary erosion control devices or measures or take such other measures as may be required to protect adjoining property or the public safety.
- (d) On large developments or where unusual site conditions prevail, the permitting authority may specify the time of starting grading and time of completion or may require that the operations be conducted in specific stages so as to ensure completion of protective measures or devices prior to the advent of seasonal rains.

#### **Sec. 16-112. Amendment of plans.**

Major amendments of the site development plan, soil erosion and sediment control plan, stormwater pollution prevention plan or stormwater permit shall be submitted to the permitting authority and shall be processed and approved or disapproved in the same manner as the original plans. Field modifications of a minor nature may be authorized by the permitting authority by written authorization to the permittee.

(Res. No. 12-28, § 306, 6-19-2012)

**Secs. 16-113—16-137. Reserved.**

## **Subdivision IV. Protection of Floodplain and Floodway**

### **Sec. 16-138. General.**

- (a) This subdivision sets forth requirements for developments within floodplains and floodways. References to IDNR/OWR permits or approvals in this section shall be construed as their designee where a portion or all of their authority has been delegated.
- (b) Development that qualifies for any of the self-issuing Statewide or regional permits administered by IDNR/OWR (Statewide Permit Nos. 2 through 14) are similarly permitted under this article. The developer need only submit a permit application to the Administrator with such information as shall show the Administrator that the development qualifies for the particular Statewide or regional permit in question under the regulations established by IDNR/OWR for such permit and no further submittal need be made under this article. All other provisions of this division applicable to such development, however, continue to apply.

(Res. No. 12-28, § 400, 6-19-2012)

### **Sec. 16-139. Floodplain, regulatory floodplain, base flood elevation (BFE) and regulatory floodway locations.**

The BFE shall be delineated onto the site topography to establish the regulatory floodplain area limits for regulation under this division. Regulatory floodplains shall be delineated onto the site map from the current FEMA FIRM or LOMR and include those areas of the SFHA which are not regulatory floodplains. Each community, whether certified or not, remains responsible for maintaining the effective FIS and a list of FIRM panels for their respective communities.

- (1) Any development located on land that is shown by survey elevation to be below the current BFE is subject to the provisions of this division.
- (2) Any development located on land shown to be below the BFE and hydraulically connected to a flood source, but not identified as floodplain on the current FIRM, is subject to the provisions of this division.
- (3) Any development located on land that can be shown by survey data to be higher than the current BFE and which has not been filled after the date of the site's first flood map showing the site in the floodplain, is not located in a mapped floodway, or located in a Zone A, is not in the floodplain and therefore not subject to Subdivision IV of this division.
- (4) Any development located on land that is above the current BFE but will be graded to an elevation below the BFE, is subject to the provisions of this division.
- (5) Base flood elevation**
  - This division's protection standard is the base flood. The best available base flood data are listed below. Whenever a party disagrees with the best available data, the party shall perform a detailed engineering study needed to replace the existing data with better data and submit it to the FEMA and IDNR/OWR for approval prior to any development of the site.

The BFE shall be:

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- a. The base flood elevation for the floodplains of Aux Sable Creek, Blackberry Creek, Clear Creek, Dave-Bob Creek, East Branch Little Rock Creek, Big Rock Creek, Fox River, Harvey Creek, Middle Aux Sable Creek, North Arm Saratoga Creek, Waubensee Creek, and West Aux Sable Creek shall be as delineated on the one hundred (100) year flood profiles in the County-wide Flood Insurance Study of Kendall County prepared by the Federal Emergency Management Agency on February 4, 2009, for panels 0005, 0010, 0015, 0020, 0030, 0040, 0051, 0052, 0053, 0054, 0056, 0057, 0058, 0059, 0070, 0078, 0086, 0087, 0089, 0100, 0125, 0176, 0200 and dated January 8, 2014, for panels 0035, 0037, 0039, 0045, 0065, 0130, 0135, 0140, 0145 and 0225.
  - b. In the case of FEMA delineated "AH zones" the elevation noted on the map shall be the BFE. In the case of FEMA delineated "AO zones" the BFE shall be the depth number shown on the County-wide flood insurance rate map.
  - c. The base flood elevation for each of the remaining floodplains delineated as an A zone on the County-wide flood insurance rate map shall be according to the best data available from Federal, State, or other sources. All best available data and sources will be verified by the Administrator prior to the use of the data. Should no other data exist, an engineering study must be financed by the applicant to determine the base flood elevations. The base flood elevations shall be determined using a site-specific floodplain study by a professional engineer using appropriate hydrologic and hydraulic models as follows:
    1. Hydrologic models: TR-20, HEC-1, HEC-HMS;
    2. Hydraulic models: HEC-2, HEC-RAS, WSP-2; or
    3. A technique approved by the Administrator and the IDNR/OWR.

Where a channel has a tributary drainage area of six hundred forty (640) acres or more in an urban area or six thousand four hundred (6,400) acres or more in a rural area, the above analyses shall be submitted to the IDNR/OWR for concurrent approval.

- d. For floodplains that are not regulatory, are not draining more than six hundred forty (640) acres in an urban area or six thousand four hundred (6,400) acres or more in a rural area, and with no BFE determined, the Administrator may require a site-specific floodplain study for the purpose of establishing an FPE for the development.

(2) *Floodway.*

- a. The location of the regulatory floodway shall be as delineated on the current effective regulatory maps maintained by each community. The location of the regulatory floodway boundary shall be scaled onto the site plan using references common to both the map and the plan (typically the centerlines of adjacent roadways). Where an interpretation is needed to determine the exact location of the regulatory floodway boundary, IDNR/OWR should be contacted.
- b. Note: If an area of the site is located in the regulatory floodway that is higher than the BFE, that area is subject to the Floodway Standards of Section 16-142 until such time as a LOMR is received from FEMA with concurrence by IDNR/OWR.
- c. General criteria for analysis of flood elevations in the regulatory floodway are as follows:
  1. The flood profiles, flows, and data in the current effective FIS must be used for analysis of the base conditions. If the study data appears to be in error or conditions have changed, FEMA and IDNR/OWR shall be contacted for approval and concurrence on the appropriate base conditions data to use. The Director shall be copied on all related correspondence.
  2. If the BFE at the site of the proposed development is affected by backwater from a downstream receiving stream with a larger drainage area, the proposed development shall

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be shown to meet the requirements of this section with the receiving stream at both the normal water and BFEs.

3. If the applicant is informed by IDNR/OWR, local governments, or a private owner that a downstream or upstream restrictive bridge or culvert is scheduled to be removed, reconstructed, modified, or a regional flood control project is scheduled to be built, removed, constructed or modified within the next five (5) years, the proposed development shall be analyzed and shown to meet the requirements of this section for both the existing conditions and the expected flood profile conditions when the bridge, culvert or flood control project is built, removed or modified as applicable.
4. IDNR/OWR will review all proposed floodway modifications, including BFE, and issue permits for any work modifying the floodway.

(Res. No. 12-28, § 401, 6-19-2012; Ord. No. 2013-25, 12-17-2013)

### **Sec. 16-140. General performance standards.**

- (a) *Regulatory floodplain.* The following general performance standards are applicable to all development in a regulatory floodplain. The standards of this section apply except when superseded by more stringent requirements in other Code sections.
- (1) No development except as allowed in Section 16-142 shall be allowed in the regulatory floodplain that singularly or cumulatively creates an increase in flood stage or velocity off site, or a damaging or potentially damaging increase in flood heights or velocity on site or threat to public health, safety and welfare.
  - (2) For all projects involving a channel modification, fill, stream maintenance or a levee, the flood conveyance and storage capacity of the regulatory floodplain shall not be reduced.
  - (3) If the proposed development would result in a change in the BFE and regulatory floodplain, the applicant shall obtain a LOMR from FEMA. No buildings may be built in the existing or proposed regulatory floodplain until the LOMR receives concurrence from IDNR/OWR and is issued by FEMA and the building meets all the building protection standards (Subsection (c) of this section). Proposed changes to the regulatory floodway delineation and the BFE must also be submitted to IDNR/OWR for concurrence.
  - (4) If the development is located in a public body of water, as defined by IDNR/OWR, a permit or a waiver of a permit must also be received from IDNR/OWR.
  - (5) For public flood control projects, the floodplain management standards will be considered met if the applicant can demonstrate to IDNR/OWR and the County or the certified community that each of the following conditions are met:
    - a. Demonstrate by hydraulic and hydrologic modeling that the proposed project will not singularly or cumulatively result in increased flood heights outside the project site or demonstrate that any increases will be contained in easements for all flood events up to and including the base flood event.
    - b. Demonstrate that the project will be operated and maintained by a public agency.
    - c. Demonstrate that the project will reduce flood damage to an existing building or structure.

These standards do not preclude the design, engineering, construction or financing, in whole or in part of a public flood control project by persons who are not public agencies.

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- (6) Proposals for new subdivisions, planned unit developments (PUDs) and additions to subdivisions or PUDs shall include base flood or one hundred (100) year frequency flood elevation data and floodway delineations.
- (b) *Public health protection standards.* Public health standards must be met for all floodplain development. In addition to the requirements of this article and Sections 16-142 and 16-143 apply:
- (1) No development in the floodplain shall include location or storing chemicals, explosives, buoyant materials, flammable liquids, pollutants, or other hazardous or toxic materials below the flood protection elevation unless such materials are stored in a floodproofed and anchored storage tank and certified by a professional engineer or floodproofed building constructed according to the requirements of Subsection (c) of this section.
  - (2) Public utilities and facilities such as sewer, gas and electric shall be located and constructed to minimize or eliminate flood damage.
  - (3) New and replacement on-site sanitary sewer lines or waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding. Manholes or other above-ground openings located below the flood protection elevation shall be watertight.
  - (4) New on-site waste disposal systems, such as septic systems, shall not be constructed within the floodplain. An applicant seeking a variance to this restriction shall comply with all provisions of Subdivision IX of this division and with the following minimum standards:
    - a. The invert of any wastewater distribution lines shall be a minimum of two (2) feet above the water surface elevation of the base flow of any perennial stream;
    - b. The lateral distance from a ditch, creek, or other riverine source to the wastewater distribution lines shall be a minimum of seventy-five (75) feet;
    - c. The elevation of any areas which are to receive wastewater distribution shall be above the OHWM;
    - d. The soil of the receiving field shall be of a type suitable for septic fields;
    - e. The tank shall be placed out of the floodplain with the invert of the outlet about the BFE.
  - (5) New, substantially improved, or replacement wastewater treatment plants shall have watertight openings for those openings located below the FPE. Such facilities should be located to avoid impairment to the facility or contamination of floodwaters during the base flood.
  - (6) New and replacement water supply facilities shall be designed and constructed to minimize or eliminate infiltration of floodwater.
  - (7) If a proposed building site is in a floodplain, all new construction and substantial improvements shall:
    - a. Be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
    - b. Be constructed with materials resistant to flood damage;
    - c. Be constructed by methods and practices that minimize flood damages;
    - d. Be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
  - (8) Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, shall be reasonably safe from flooding, including the following requirements:

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- a. All such proposals are consistent with the need to minimize flood damage within the floodprone area;
  - b. All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
  - c. Adequate drainage is provided to reduce exposure to flood hazards.

(9) Critical facilities defined in Section 16-52 and governed by Section 16-144.

- (c) *Building protection standards.* The lowest floor, including basements, of all new construction and substantial improvements must have the lowest floor elevated to the FPE except nonresidential buildings may be dry-floodproofed up to the flood protection elevation instead of having the lowest floor elevated as noted in Subsection (c)(3) of this section. An attached garage for a structure must be elevated up to at least one-half (0.5) foot above the BFE.

(1) The building protection requirements applies to the following situations:

- a. Construction or placement of a new building or alteration or addition to an existing building valued at more than one thousand dollars (\$1,000.00) or seventy (70) square feet.
- b. Substantial improvements or structural alteration made to an existing building that ~~increases the floor area by more than twenty (20) percent or~~ is equal or greater than fifty (50) percent of the structure market value prior to the start of construction of the improvements. Alteration shall be figured cumulatively during a ten (10) year period from the date of the permit application. If substantially improved, the existing structure and the addition must meet the flood protection standards of this section.
- c. Repairs made to a substantially damaged building. These repairs shall be figured cumulatively during the life of the building. If substantially damaged the entire structure must meet the flood protection standards of this section.
- d. Any combination of new construction or improvements, figured cumulatively during a ten (10) year period from the date of the permit application, regardless of whether some or all of the improvements are characterized as repairs, remodeling, reconstruction, addition, improvement, betterment, renewal, etc., that equals or exceeds fifty (50) percent of the market value of the building, must result in a requirement to bring the building into compliance.
- e. Installing a manufactured home on a new site or a new manufactured home on an existing site. ~~(The building protection requirements do not apply to returning a manufactured home to the same site it lawfully occupied before it was removed to avoid flood damage). If the manufactured home was originally placed after the effective date of flood regulations adopted by the County then placing it back on the site after it was removed to avoid flood damage must be in compliance with the regulations (ordinance, FIRM and FIS or FHBM) that were in effect at the time it was originally placed.~~
- f. Installing a travel trailer or recreational vehicle on a site for more than one hundred eighty (180) days per year.

g. Construction or placement of a new building or alteration- or addition to an existing building with the low floor below BFE following a LOMR-F in accordance with the conditions outlined herein.

When construction of a building following a LOMR Based on Fill is requested, the condition where a site in the floodplain is removed due to the use of fill to elevate the site above the BFE, the applicant may apply for a permit from the Certified Community to construct the lowest floor of a building below the BFE in the floodplain.



The Administrator of the Certified Community shall not issue such a permit unless the applicant has demonstrated that the building will be reasonable safe from flooding. The Administrator shall require a professional certification from a qualified design professional that indicates the land or buildings are reasonably safe from flooding, according to the criteria established in FEMA Technical Bulletin 10. Professional certification may come from a professional engineer, professional geologist, professional soil scientist, or other design professional qualified to make such evaluations.

The Administrator shall maintain records, available upon request by FEMA, all supporting analysis and documentation used to make that determination, including but not limited to, all correspondence, professional certification, existing and proposed grading, sump pump sizing, foundation plans, Elevation Certificates, soil testing and compaction data.

- (2) Residential or nonresidential buildings can meet the building protection requirements by one (1) of the following methods:
- a. The building may be constructed on permanent land fill in accordance with the following:
    1. The lowest floor (including basement) shall be at or above the flood protection elevation;
    2. The fill shall be placed in layers no greater than six (6) inches before compaction and should extend at least ~~ten~~ Twenty (20) feet beyond the foundation before sloping below the flood protection elevation in lieu of a geotechnical report;
    3. The fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or other structural measure;
    4. The fill shall be composed of rock or soil and not incorporated debris or refuse material; and
    5. The fill shall not adversely affect the flow of surface drainage from or onto neighboring properties and when necessary stormwater management techniques such as swales and basins shall be incorporated.
  - b. The building may be elevated by structural means in accordance with the following:
    1. The building or improvements shall be elevated on stilts, piles, walls, crawlspace, or other foundation that is permanently open to floodwaters.
    2. All components located below the FPE shall be constructed of materials resistant to flood damage.
    32. The lowest floor and all electrical, heating, ventilating, plumbing, and air conditioning equipment and utility meter shall be located at or above the flood protection elevation.
    43. If walls are used, all enclosed areas below the flood protection elevation shall address hydrostatic pressures by allowing the automatic entry and exit of floodwaters. Designs must either be certified by a registered professional engineer or by having a minimum of one (1) permanent opening on each wall not more than one (1) foot above grade with a minimum of two (2) openings. The openings shall provide a total net area of not less than one (1) square inch for every one (1) square foot of enclosed area subject to flooding below the base flood elevation, the lowest inside grade must match the lowest existing outside grade adjacent to the structure.
    54. The foundation and supporting members shall be anchored, designed, and certified so as to minimize exposure to hydrodynamic forces such as current waves, ice and floating debris.

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- 65. All structural components below the flood protection elevation shall be constructed of materials resistant to flood damage.
          - 76. Water and sewer pipes, electrical and telephone lines, submersible pumps, and other service facilities may be located below the flood protection elevation, provided they are waterproofed.
          - 87. The area below the flood protection elevation shall be used solely for parking or building access and not later modified or occupied as habitable space.
          - 98. In lieu of the above criteria, the design methods to comply with these requirements shall be certified by a registered professional engineer.
        - c. The building may be constructed with a crawlspace located below the flood protection elevation, provided that the following conditions and requirements of FEMA Technical Bulletin 11, Crawlspace Construction for Buildings Located in Special Flood Hazard Areas, which ever are more restrictive are met:
          - 1. The building must be designed and adequately anchored to resist floatation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
          - 2. The area below the flood protection elevation shall be used solely for parking or building access and not later modified or occupied as habitable space.
          - 3. All enclosed areas below the FPE shall provide for equalization of hydrostatic pressures by allowing the automatic entry and exit of floodwaters. A minimum of one (1) permanent opening shall be provided on at least two walls that is below the BFE and no more than one (1) foot above finished grade. The openings shall provide a total net area of not less than one (1) square inch for every one (1) square foot of enclosed area subject to flooding below the BFE, or the design must be certified by a Registered P.E. as providing the equivalent performance in accordance with accepted standards of practice. Refer to FEMA Technical Bulletin 1, Openings in Foundation Walls and Walls of Enclosures, for additional guidance.~~Any enclosed area below the flood protection elevation shall have openings that equalize hydrostatic pressures by allowing for the automatic entry and exit of floodwaters. A minimum of one (1) opening on each wall having a total net area of not less than (1) square inch per one (1) square foot of enclosed area. The openings shall be no more than one (1) foot above grade.~~
          - 4. The interior height of the crawlspace measured from the interior grade of the crawl to the top of the foundations wall must not exceed four (4) feet at any point.
          - 5. An adequate drainage system must be installed to remove floodwaters from the interior area of the crawlspace within a reasonable period of time after a flood event.
        - 65. Portions of the building below the flood protection elevation must be constructed with materials resistant to flood damage.
        - 76. Utility systems within the crawlspace must be elevated above the flood protection elevation.
  - (3) Nonresidential buildings may be structurally dry floodproofed (in lieu of elevation), provided a registered professional engineer or registered structural engineer certifies that:
    - a. Below the flood protection elevation the structure and attendant utility facilities are watertight and capable of resisting the effects of the base flood.

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- b. The building design accounts for flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy and the impact from debris and ice.
  - c. Floodproofing measures will be incorporated into the building design and operable without human intervention and without an outside source of electricity. Levees, berms, floodwalls and similar works are not considered floodproofing for the purposes of this subsection.
- (4) Manufactured home or travel trailers to be permanently installed on site shall be:
- a. Elevated to or above the flood protection elevation in accordance with Subsection (c)(3) of this section.
  - b. Anchored to resist floatation, collapse, or lateral movement by being tied down in accordance with the rules and regulations for the Illinois Mobile Home Tie-Down Act (210 ILCS 120/1 et seq.) issued pursuant to 77 Ill. Admin. Code and 870.
- (5) Travel trailers and recreational vehicles on site for more than one hundred eighty (180) days per year shall meet the elevation requirements of Subsection (c)(4) of this section unless the following conditions are met:
- a. The vehicle must be either self-propelled or towable by a light-duty truck.
  - b. The hitch must remain on the vehicle at all times.
  - c. The vehicle must not be attached to external structures such as decks and porches.
  - d. The vehicle must be designed solely for recreation, camping, travel or seasonal use rather than as a permanent dwelling.
  - e. The vehicles largest horizontal projections must be no larger than four hundred (400) square feet - when measured at the largest horizontal projection.
  - f. The vehicle's wheels must remain on axles and inflated.
  - g. Air conditioning units must be attached to the frame so as to be safe for movement out of the floodplain.
  - h. Propane tanks as well as electrical and sewage connections must be quick-disconnect and above the one hundred (100) year flood elevation.
  - i. The vehicle must be licensed and titled as a recreation vehicle or park model and must either:
    - 1. Entirely be supported by jacks; or
    - 2. Have a hitch jack permanently mounted, have the tires touching the ground and be supported by block in a manner that will allow the block to be easily removed by use of the hitch jack.
- (6) Garages, sheds, or other minor accessory structures constructed ancillary to an existing residential use may be permitted, provided the following conditions are met:
- a. The garage or shed must be non-habitable.
  - b. The garage or shed must be used only for the storage of vehicles and tools and cannot be modified later into another use.
  - c. The garage or shed must be located outside of the floodway or have the appropriate State and/or Federal permits.
  - d. The garage or shed must be on a single-family lot and be accessory to an existing principal structure on the same lot.

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- ~~e. e. The exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the BFE, must be built with flood-resistant materials. Below the base flood elevation, the garage or shed must be built of material not susceptible to flood damage.~~
- ~~f.f.~~ All utilities, plumbing, heating, air conditioning and electrical must be elevated above the flood protection elevation.
- ~~g.g.~~ The garage or shed must have at least one (1) permanent opening on at least two (2) each walls not more than one (1) foot above grade with one (1) square inch of opening for every one (1) square foot of floor area.
- ~~h. -The structure must be no more than one story in height and no more than six hundred (600) square feet in size.~~
- ~~h. The garage or shed must have a value less than ten thousand dollars (\$10,000.00) in market value or replacement cost whichever is greater or be less than less than five hundred (500) square feet in total floor area.~~
- i. The structure shall be anchored to resist floatation and overturning.
- j. All flammable or toxic materials (gasoline, paint, insecticides, fertilizer, etc.) shall be stored above the flood protection elevation.
- k. The lowest floor elevation should be documented, and the owner advised of the flood insurance implications.
- ~~l. Accessory structures that do not meet all of the above criteria may be constructed if they are dry floodproofed or elevated at least one-half (½) foot above the BFE.~~
- ~~(d) All Other Activities. All other activities defined as development shall be designed so as not to alter flood flows or increase potential flood damages.~~
- ~~(e) Dams. Dams are classified as to their size and their hazard/damage potential in the event of failure. Permits for dams may be required from IDNR/OWR. Contact IDNR/OWR to determine if a permit is required. If a permit is required, a permit application must be made to IDNR/OWR prior to the construction or major modification of jurisdictional dams.~~
- ~~(f) Letters of Map Revision. The Certified Community Administrator shall require a CLOMR prior to issuance of a development permit for:~~
- ~~(1) Proposed floodway encroachments that will cause an increase in the BFE; and~~
- ~~(2) Proposed development which will increase the BFE by more than 0.1 feet in riverine area where FEMA has provided a BFE but no floodway.~~
- ~~Once a CLOMR has been issued, the development permit may be issued for site grading and structures necessary in the area of the map change to achieve the final LOMR. Upon completion, the applicant shall submit as-built certifications, as required by FEMA, to achieve a final LOMR prior to the release of final development permits. Review Section 16-140 for the construction of buildings in any floodplain issued a LOMR Based on Fill.~~
- ~~(g) Carrying Capacity and Notification. For all projects involving channel modification, fill, or stream maintenance (including levees), the flood carrying capacity of the watercourse shall be maintained. In addition, the Certified Community shall notify adjacent communities in writing thirty (30) days prior to the issuance of a permit for the alteration or relocation of the watercourse where impacts to flood profiles have been determined.~~

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(Res. No. 12-28, § 402, 6-19-2012)

### **Sec. 16-141. Compensatory storage volume standards.**

The following standards apply within the regulatory floodplain:

- (1) Hydraulically equivalent compensatory storage volume will be required for development in a riverine regulatory floodplain and shall be at least equal to the regulatory floodplain flood storage volume displaced. To the greatest extent practicable, storage volume displaced below the existing ten (10) year frequency flood elevation must be replaced below the proposed ten (10) year frequency flood elevation. To the greatest extent practicable storage, volume displaced above the ten (10) year existing frequency flood elevation must be replaced above the proposed ten (10) year frequency flood elevation.
- (2) Compensatory storage volume for development in a non-riverine regulatory floodplain area that is also adjacent to a lake shall be equal to the storage volume displaced.
- (3) Compensatory storage volume requirements for development in a non-riverine regulatory floodplain that is not adjacent to a lake shall be replaced in accordance with the requirements for the loss of depressional storage in Section 16-79(f).
- (4) Compensatory storage areas shall be designed to drain freely and openly to the channel and shall be located adjacent to the development. This standard does not apply to a non-riverine regulatory floodplain.
- (5) A recorded covenant or easement running with the land is required to maintain the compensatory storage volume in areas modified to provide compensatory storage volume.

(Res. No. 12-28, § 403, 6-19-2012)

### **Sec. 16-142. Floodway standards.**

Within any floodway identified on the County-wide flood insurance rate map, and within all other floodplains where a floodway has not been delineated, the following standards shall apply:

- (1) Except as provided in Subsection (2) of this section, no development shall be allowed which, acting in combination with existing and anticipated development will cause any increase in flood height or velocities or threat to public health and safety. The following specific development activities shall be considered as meeting this requirement:
  - a. Bridge and culvert crossing of streams in rural areas meeting all conditions of the IDNR/OWR Statewide Permit Number 2.
  - b. Barge fleeting facilities meeting all conditions of IDNR/OWR Statewide Permit Number 3.
  - c. Aerial utility crossings meeting all conditions of IDNR/OWR Statewide Permit Number 4.
  - d. Minor boat docks meeting all conditions of IDNR/OWR Statewide Permit Number 5.
  - e. Minor, non-obstructive activities such as underground utility lines, light poles, sign posts, driveways, athletic fields, patios, playground equipment, minor storage buildings not exceeding 70 square feet and raising buildings on the same footprint which does not involve fill and any other activity meeting all conditions of IDNR/OWR Statewide Permit Number 6.
  - f. Outfall pipes, devices and drainage ditch outlets meeting all conditions of IDNR/OWR Statewide Permit Number 7.

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- g. Underground pipeline and utility crossings meeting all the conditions of IDNR/OWR Statewide Permit Number 8.
- h. Bank stabilization projects meeting all the conditions of IDNR/OWR Statewide Permit Number 9.
- i. Accessory structures and additions to existing residential buildings meeting all conditions of IDNR/OWR Statewide Permit Number 10.
- j. Minor maintenance dredging activities meeting all conditions of IDNR/OWR Statewide Permit Number 11.
- k. Bridge and culvert replacement structures and bridge widening meeting all conditions of IDNR/OWR Statewide Permit Number 12.
- l. Temporary construction activities meeting all conditions of IDNR/OWR Statewide Permit Number 13.
- ~~m. Special uses of public waters meeting all conditions of IDNR/OWR Statewide Permit Number 14.~~
- ~~ma.~~ Any development determined by IDNR/OWR to be located entirely within a flood fringe area shall be exempt from state floodway permits requirements.

(2) Other development activities not listed in Subsection (a) of this section may be permitted only if:

- a. The development will result in a change in the regulatory floodway location or a change in the BFE, the applicant shall submit the information required to be issued a conditional letter of map revision (CLOMR) to IDNR/OWR, FEMA and the Administrator. Filling, grading, dredging or excavating may not take place until issuance of a CLOMR from FEMA, an IDNR/OWR permit and approval from the Administrator. Subsequent to completion of work within the floodway the applicant shall submit record plans and information to the Administrator and FEMA for consideration of the final LOMR. No further development activities shall take place in the existing or proposed floodplain until a letter of map revision (LOMR) is issued by FEMA unless such activities meet all the requirements of the Section 16-140. The Director shall be copied on all related correspondence.
- b. At a minimum, the following information is submitted to IDNR/OWR for their review and concurrence:
  - 1. Analysis of the flood profile due to a proposed bridge, culvert crossings and roadway approaches.
  - 2. An engineer's determination that an existing bridge, culvert crossing or approach road is not a source of flood damage and the analysis indicating the proposed flood profile.
  - 3. Alternative transition sections and hydraulically equivalent compensatory storage.

~~c. A permit has previously been issued for the work in an IDNR/OWR Jurisdictional Streams by IDNR/OWR (or written documentation is provided that an IDNR/OWR permit is not required).~~

(Res. No. 12-28, § 404, 6-19-2012)

### **Sec. 16-143. Riverine floodplain.**

The standards provided for in this section apply to riverine regulatory floodplains without a regulatory floodway. The applicant shall obtain approval from IDNR/OWR for all development any portion of which is located partially or completely within the regulatory floodplain (without a delineated regulatory floodway) with a tributary

drainage area of six hundred forty (640) acres or more in an urban area or six thousand four hundred (6,400) acres or more in a rural area.

- (1) The development shall not singularly or cumulatively result in an obstruction of flood flows or potential flood damages outside the site due to an increase in flood heights, velocities, or loss of floodplain area storage.
- (2) A professional engineer shall submit a study that demonstrates one (1) of the following:
  - a. Determine a floodway which meets the definition of a regulatory floodway and demonstrate that the proposed development meets the floodway standards in Section 16-142; or
  - b. Determine a BFE and demonstrate that the proposed development will maintain the existing conditions conveyance, will not increase flood velocities, will not increase flood profiles and will compensate for any lost floodplain storage.

(Res. No. 12-28, § 405, 6-19-2012)

### **Sec. 16-144. Critical Facilities**

Upon receipt of an application for a critical facility, the Administrator shall identify and determine the elevation of the 0.2% annual chance flood elevation at the site, as established by FEMA regulatory documents.

Critical facilities, are buildings constructed or substantially improved within the floodplain or the 0.2 percent annual chance flood elevation defined by FEMA regulatory documents. These facilities shall have the lowest floor (including basement) elevated or structurally dry floodproofed to the 0.2 percent annual chance flood elevation or three feet above the BFE, whichever is greater. Adequate parking shall be provided for operations of the critical facilities at or above the BFE or 0.2 percent chance flood, defined by FEMA regulatory documents. Access routes should be elevated to the BFE or above or provide reasonable access for emergency and critical operations vehicles to access the Critical facility.

Floodproofing and sealing measures may also be used to provide flood protection, as described in Section 16-140 (c), to ensure that toxic substances will not be displaced by or released into floodwaters.

### **Sec. 16-145. Disclaimer.**

Nothing in this article purports to alter or affect the regulatory program administered by IDNR/OWR. Anything in this article to the contrary notwithstanding, if, under the rules and regulations administered by IDNR/OWR, a submittal need not be made to IDNR/OWR or a review, approval, or permit from IDNR/OWR need not be obtained, then nothing in this division shall be construed to impose a requirement that such a submittal be made or that such a review, approval, or permit be obtained from IDNR/OWR. Similarly, if IDNR/OWR has delegated its regulatory authority to another entity, then anything in this division to the contrary notwithstanding, if required by such entity, such submittal shall be made or such review, approval or permit shall be obtained from such entity.

(Res. No. 12-28, § 406, 6-19-2012)

### **Secs. 16-146—16-171. Reserved.**

## **Subdivision V. Stormwater Management Permit Submittal Requirements**

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## Sec. 16-172. Generally.

### (a) Stormwater management and other permits required.

#### (1) A stormwater management permit shall be required if:

- a. The development or a substantial improvement is located in the regulatory floodplain or there is a regulatory floodplain within the property boundary;
- b. No person, firm, corporation, or governmental body shall commence any development of a Critical Facility as defined in Section 16-52 facility on a site below the 0.2% annual chance flood elevation without first obtaining a Development permit from the Administrator.
- cb. Any land disturbing activity to be performed in a watercourse or water body;
- de. Fill that will exceed three (3) feet in vertical height at its highest point measured from the natural ground surface where such fill violates the purpose or objectives of this division, as determined by the permitting authority;
- ee. Any land disturbing activity requiring a site runoff storage facility; or
- fe. The development disturbs more than forty-three thousand five hundred (43,500) square feet of ground cover, unless the development solely involves one (1) or more of the following:
  - 1. Installation, renovation, or replacement of a septic system, potable water service line, or other utility to serve an existing structure.
  - 2. Maintenance, repair, or at grade replacement of:
    - (i) Existing lawn;
    - (ii) Garden or cultivated areas;
    - (iii) Residential driveway;not otherwise requiring a stormwater permit under this division.
  - 3. Maintenance of an existing stormwater facility, not requiring other State or Federal permits or approvals.
  - 4. Excavation below final grade for tanks, vaults, tunnels, swimming pools, cellars, or for basements and/or footings of a single-family residence and appurtenant structures on a site that is part of an engineered and final platted subdivision or for which a building permit has been issued by the permitting authority, unless the site would otherwise require a stormwater management permit.
  - 5. Public roadway or bridge projects; consisting of improvement to an existing public roadway or public bridge sponsored by a public roadway agency and contracted as a public bid project.

#### (2) The following activities shall be exempt from this division and shall not require a stormwater management permit:

- a. Tilling of the soil for fire protection purposes.
- b. Engaging in the following only if in connection with a farming or other agricultural or conservation enterprise, purpose, or use and only if there is no placement of fill within the floodplain:
  - 1. Construction of sod waterways;



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2. Construction of terraces;
  3. Construction of surface water diversions (but not across watershed boundaries);
  4. Construction of grade stabilization berms or systems;
  5. Tilling of the soil; or
  6. The implementation of conservation measures included in a farm conservation plan approved by the County soil and water conservation district.
- c. Agricultural use of land and development on un-platted residentially zoned property larger than three (3) acres in size, except that the paved surfaces with an impervious area totaling more than forty-three thousand five hundred sixty (43,560) square feet and construction of any structures or any substantial improvement to a building within the floodplain shall require a stormwater management permit.
- (3) All development shall secure all Federal, State, regional and local approvals, including, without limitation, an IDNR/OWR floodway/floodplain construction permit, a USACOE permit and an IDNR/OWR dam safety permit if required, meeting all Federal, State, regional and local approvals prior to the issuance of a stormwater management permit for proposed work and areas of a site requiring such other approvals.
- (b) *Permit review fees.* All permit fees shall be paid at the time of application. Permit fees shall be established by separate resolution of the permitting authorities. Fees may include, but are not limited to, the cost of permit administration, review and inspections prior to construction, during construction and within the permanent cover establishment period following construction.
- (c) *Professional seals and certifications required.*
- (1) The design of stormwater facilities, calculations for the determination of the regulatory floodplain, or calculations of the impacts of development shall meet the standards of this division and shall be prepared, signed, and sealed by a professional engineer. The professional engineer shall provide an opinion that the technical submittal meets the criteria required by this division or the applicable certified community ordinance.
  - (2) For flow control/containment dams, walls, weirs or devices (not including earth embankments) that are subject to a differential water pressure greater than three (3) feet the submittal shall include evidence that the subject design has been reviewed by a qualified professional who shall, as a minimum, have registration as a professional engineer. Such reviews shall include stability of the dam, wall, weir or device under design conditions considering the protection of downstream life and property in the event of a failure. When directed by the Administrator, the calculations submitted for such dam, wall, weir or device shall be reviewed, signed and sealed by a registered structural engineer.
  - (3) For projects which include earth embankments which are subjected to differential water pressure, the submittal shall include evidence that the embankment design and construction specifications are adequate for the design conditions. This review shall include consideration of the existing foundation soils for the embankment, the materials from which the embankment is to be constructed, compaction requirements for the embankment and protection of the embankment from failure due to overtopping. Construction and materials specifications for all such embankments shall be included with the plan set submittal. When directed by the Administrator, or when the impounded water pressure differential exceeds three (3) feet, or when appropriate considering the volume impounded and water surface elevation differential to which the embankment is subjected, these calculations may be required to be reviewed, signed and sealed by a qualified geotechnical or structural engineer.

- (4) A topographical map of the site, record drawings, and other required drawings shall be prepared, signed, and sealed by a professional land surveyor or professional engineer and tied to North American Vertical Datum, 1988 adjustment and any FEMA benchmarks.

(Res. No. 12-28, § 500, 6-19-2012)

#### Sec. 16-173. Duration and revision to permits.

- (a) *Expiration.* Permits shall expire and become null and void if the work authorized by the permit has not been commenced within three hundred sixty-five (365) days from the date of permit issuance. Permits expire December 31 of the third year following the date of permit issuance or upon expiration of State or Federal permits required for any development activities.
- (b) *Extension.* If the permitted activity has been started but is not completed by the expiration date of the permit, and the permittee intends to pursue the permitted activity, then the permittee may submit a written request that the expiration date be extended. Upon receipt of such request, the Administrator may extend the expiration date in one (1) year increments a maximum of three (3) times for permitted activities outside regulatory floodplains and floodways. Expiration dates for permitted activities in regulatory floodplains and floodways may be extended in one (1) year increments a maximum of three (3) times, provided the activity is in compliance with then current requirements of this division or the applicable certified community ordinance **and the FIRM and FIS in effect at the time the extension is granted.**
- (c) *Revision.* If, after permit issuance, the permittee decides to revise the approved plans, the permittee shall submit revised plans to the Director or the Administrator, along with a written request for approval. If the Director or the Administrator determines that the revised plans are in compliance with then-current requirements of this division or the applicable certified community ordinance, an approval of the revised plans may be issued.

(Res. No. 12-28, § 501, 6-19-2012)

#### Sec. 16-174. Required submittals.

- (a) *Materials.* All permit submittals shall include the material listed in the sections noted in Table 16-174 for the applicable type of development unless the submittal requirements are specifically modified by the procedure in Subsection (b) of this section.

Table 16-174. Required Submittals (Refer to Sections Listed for Specific Material)							
Section No./Description							
	16-174(c)	16-174(d)	16-174(e)	16-174(f)	16-174(g)	16-174(h)	16-174(i)
	Application and Project Overview Plan	Erosion Control Plan Set Submittal	Engineering Plan Set Submittal	Stormwater Submittal	Floodplain Submittal	Performance Security	Maintenance Schedule and Funding
All development requiring a permit	X	X					X

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All development requiring detention/retention	X	X	X	X		X	X
All development requiring a permit > 20 acres	X	X	X	X		X	X
All developments on sites with floodplains	X	X	X		X	X	X
All applications requesting variances	X	X	X	X	If on site	X	X

- (b) *Modification of submittal requirements.* The Administrator may, at the discretion of the same, modify the submittal requirements on a case-by-case basis considering the size, complexity and likelihood that a development will affect the discharge of stormwater. Such modifications may increase or decrease the submittal requirements noted above. The Administrator shall note in writing the specific submittal requirements and relevant findings to support the modified requirements.
- (c) *Application and project overview plan.* All applicants for a stormwater permit shall provide the following information as a minimum, on forms or in a format approved by the Administrator:
- (1) *Application.*
- The name and legal address of the owners of the site and the permit applicant;
  - The common address, legal description, property identification number (PIN) of the site;
  - The name of the project, area of the site in acres, type of development;
  - A general narrative description of the development, existing and proposed conditions, stormwater management practices being employed and project planning principles considered, including best management practices used;
  - Affidavits signed by the owner or the applicant's authorized representative attesting to their understanding of the requirements of this division or the applicable certified community ordinance and their intent to comply therewith;
  - A statement of opinion by a qualified person either denying or acknowledging the presence of a floodplain on the development site;
  - Copies of other stormwater related permits or permit applications by other jurisdictions or agencies;
  - An engineer's estimate of probable construction cost of the stormwater facilities.
- (2) *Project overview plan.*
- A location map or description providing township, range, and nearest roadways to accurately locate the development site;
  - Acreage and zoning of property area;
  - Property area lines and dimensions, including rights-of-way, easements, and setback lines;

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- d. Existing and proposed site conditions, including all buildings, roads, impervious surfaces, and ground elevations where site grading is proposed;
  - e. Proposed limits and restoration of disturbed areas;
  - f. Existing and proposed drainage features such as culverts, conduits, swales, streams, ponds, wetlands, etc.;
  - g. Location and report of on-site subsurface drains and tiles and all off-site drain tiles (upstream or downstream) potentially impacted by the development;
  - h. Location of wells, septic systems, water mains, and sanitary sewers.
- (d) *Erosion control plan set submittal.* All applicants for a stormwater permit shall submit a sediment and erosion control plan meeting the requirements of Section 16-107, and such submittal shall be accompanied by a notice of intent for construction activities as well as a stormwater pollution prevention plan as required by current NPDES regulation.
- (e) *Engineering plan set submittal.* All applicants required to submit a plan set in accordance with Table 16-174 shall provide the following basic plan exhibits: Site topographic map, general plan view drawing, sediment/erosion control plan, and a vicinity topographic map. Each exhibit may be on more than one (1) drawing for clarity. The specific information to be included on each exhibit shall be as follows:
- (1) Site topographic map meeting the following requirements shall be submitted:
    - a. Map scales as one (1) inch equals one hundred (100) feet (or less) and accurate to plus or minus one-half (0.5) foot;
    - b. Existing and proposed contours on site and within one hundred (100) feet of site;
    - c. Existing and proposed drainage patterns and watershed boundaries;
    - d. Delineation of pre-development regulatory floodplain/floodway limits;
    - e. Delineation of post-development regulatory floodplain/floodway limits;
    - f. Location of cross sections and any other hydrologic/hydraulic computer modeled features;
    - g. Location of all on-site drain tiles and all off-site drain tiles (upstream or downstream) potentially impacted by the development;
    - h. Location of all wells, septic systems, water main, sanitary sewer and storm sewers;
    - i. Boundary of all wetlands, lakes, ponds, etc., with normal water elevation noted;
    - j. Location of all existing buildings and those to remain on the site noted;
    - k. Nearest base flood elevations;
    - l. FEMA and any site-specific benchmarks (~~tied to County benchmarks~~ NAVD 88) used;
    - m. Highlight all contours used in the calculation of depressional storage.
  - (2) General plan view drawing meeting the following requirements shall be submitted:
    - a. Drawing at the same scale as the site topographic map;
    - b. Existing major and minor stormwater systems;
    - c. Proposed major and minor stormwater systems;
    - d. Design details for stormwater facilities (i.e., drainage system and outlet work detail drawings, etc.);

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- e. Scheduled maintenance program for permanent stormwater facilities, including BMP measures;
  - f. Planned maintenance access routes, tasks and schedule;
  - g. Identification of entities responsible for maintenance;
  - h. Permanent public access maintenance easements granted or dedicated to, and accepted by, a government entity;
  - i. Proposed regulatory floodplain and floodway location (with the base flood and flood protection elevations noted);
  - j. Highlight all plan areas at elevations below the one hundred (100) year high water elevation of site runoff storage facilities.
- (3) Vicinity topographic map meeting the following requirements shall be submitted:
- a. Vicinity topographic map identifying all off-site areas draining to the development and downstream to the receiving intermittent or perennial stream. (A two (2) foot contour map is preferred at a scale readable by the reviewer, but a USGS quadrangle map is acceptable);
  - b. Watershed boundaries for areas draining through or from the development;
  - c. Soil types related to hydrologic soils group, vegetation and land cover affecting runoff upstream of the site for any area draining through the site;
  - d. Location of development site within the major watersheds;
  - e. Show the overland flow path from the downstream end of the development to the receiving intermittent or perennial stream.
- (f) *Stormwater submittal.* All applicants required to submit a stormwater submittal in accordance with Table 16-174 shall provide a narrative discussion and calculations to support a finding that the proposed development complies with the technical requirements of the permitting authority's ordinance. The submittal shall consist of, at a minimum, the following material:
- (1) A narrative description of the existing and proposed site drainage patterns and conditions, including description of off-site conditions, which help to identify stormwater issues considered in the design.
  - (2) A schedule for implementation of the site stormwater plan.
  - (3) On-site and off-site runoff calculations which address the following:
    - a. Documentation of the procedures/assumptions used to calculate hydrologic and hydraulic conditions for sizing major and minor systems;
    - b. Cross section data for open channels;
    - c. Hydraulic grade line and water surface elevations under design flow conditions;
    - d. Hydraulic grade line and water surface elevations under base flood flow conditions.
  - (4) Site runoff storage calculations, which address the following:
    - a. Calculation of hydraulically connected impervious area and corresponding retention volume.
    - b. Documentation of the procedures/assumptions used to calculate hydrologic and hydraulic conditions for determining the allowable release rate.
    - c. Documentation of the procedures/assumptions used to calculate on-site depressional storage.
    - d. Documentation of the procedures/assumptions used to calculate hydrologic and hydraulic conditions for determining the storage volume.

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- e. Elevation-area-storage data and calculations for site runoff storage.
  - f. Elevation-discharge data and calculations specifically related to the outlet control structure depicted in the plan.
  - g. The general plan view drawing of Subsection (e)(2) of this section shall indicate all impervious areas, including directly connected impervious areas.
- (g) *Floodplain submittal.* The applicant shall obtain approval from IDNR/OWR and FEMA for those cases in which their permitting authority applies or as noted in Subdivision IV of this division. The stormwater management permit will not be issued until such approval is received. Documentation supporting a finding that the proposed development is in compliance with Subdivision IV of this division shall be submitted with the application. At a minimum, the following material shall be submitted for approval with the application:
- (1) Regulatory floodplain boundary determination. The applicant shall:
    - a. Provide source of flood profile information.
    - b. Provide all hydrologic and hydraulic study information for site-specific floodplain studies, unnumbered Zone A area elevation determinations, and floodplain map revisions.
  - (2) Floodway hydrologic and hydraulic analyses for the following conditions:
    - a. Existing conditions (land used and stream systems).
    - b. Proposed conditions (land used and stream systems).
    - c. Tabular summary of one hundred (100) year flood elevations and discharges for existing and proposed conditions.
    - d. Calculations used for model development.
    - e. Hydraulic/hydrologic computer model input/output.
  - (3) Floodplain fill and compensatory storage calculations for below and above ten (10) year flood elevation up to the base flood elevation.
    - a. Tabular summary for below and above ten (10) year flood elevation of fill, compensatory storage, and compensatory storage ratios provided in proposed plan.
    - b. Cross sections used for the above calculations.
  - (4) Floodproofing measures. Narrative discussion of floodproofing measures, including material specifications, calculations, and design details, operation summary.
  - (5) Flood protection easements when required by this division or the applicable certified community ordinance.
- (h) *Performance security.* Performance security in accordance with Subdivision XII of this division shall be required for any constructed land improvements or temporary erosion control measure prior to permit issuance.
- (i) *Maintenance plan, schedule and funding.* A comprehensive maintenance plan for the stormwater management facilities, floodplain/floodway protection or natural resource protection areas, in accordance with Subdivision VI of this division shall be submitted, including identification of the entity responsible for maintenance, primary funding and back-up funding sources for maintenance in accordance with Subdivision VI of this division.

(Res. No. 12-28, § 502, 6-19-2012)

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## Sec. 16-175. Record drawings.

- (a) The developer is required to submit record drawings of all permitted stormwater management facilities, including, but not limited to, storm sewers, culverts, overland flow paths and stormwater management basins. The record drawings shall include the following:
- (1) The record drawings shall be in the same format and include the same sheet count as the approved permitted engineering plans. Supplemental topographic plans may be added to better detail stormwater management basins or overland flow paths. Submittal of record drawings shall be on such media and in such format as the certified community determines.
  - (2) All storm sewers and culverts shall depict actual location and elevation of all pipe inverts at all manholes and end sections. Rim elevation of all storm sewer frames and grates shall be noted. Pipe material and size shall be noted. All sump pump locations and connections shall be noted.
  - (3) All pipe slopes shall be calculated based on constructed elevations and lengths. The approved slope shall be crossed out and the record slope noted adjacent to the approved slope.
  - (4) All design cross sections shall be surveyed and record elevation and widths noted. Overland flow path slopes shall be surveyed and record elevation and locations noted. Design water surface elevations shall be calculated where cross section area or slope is less than the approved plan.
  - (5) Stormwater management basins and floodplain compensatory storage shall be surveyed and a one (1) foot topographic map provided. The flow control structure shall indicate type, size and elevation of the control device. Overflow measures such as control weirs, etc., shall be surveyed noting material, location, width and elevation. The record drawings shall include calculations verifying that the volumes of detention and compensatory storage required in the permit have been provided. The calculations shall compare proposed to actual volumes at one (1) foot elevation intervals.
  - (6) The plans shall be signed and sealed by a professional engineer who shall state that the project is constructed and will function in substantially conformance and with the approved and permitted plans and calculations.
  - (7) Floodproofing measures must be certified by a registered professional engineer or registered architect as being compliant with applicable floodproofing standards. FEMA Elevation Certificate and Floodproofing Certificate forms may be required as documentation of compliance.
  - ~~(8)~~ The plans shall identify the entity with current maintenance responsibility and the entity with future maintenance responsibility for stormwater management facilities, including, but not limited to:
    - a. Stormwater management basins.
    - b. Storm sewers.
    - c. Drainage ditches.
    - d. Overland flood routes.
    - e. Wetlands and natural areas.
- (b) The plans shall identify a schedule for transfer of maintenance responsibility and the status of funding for maintenance activities.

(Res. No. 12-28, § 503, 6-19-2012)



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## **Sec. 16-176. Issuance or denial of permit and appeal of permit denial.**

- (a) The Administrator shall either issue or deny a stormwater permit within thirty (30) calendar days of receiving a complete permit application and all required submittals and fees unless additional time is agreed upon by both the Administrator and the applicant. Failure of the Administrator to respond in writing within thirty (30) calendar days of the complete submittal shall be construed as approval of the permit as submitted. Denial of a permit shall be provided to the applicant in writing and shall be accompanied by specific reasons for denial.
- (b) If a permit is denied, the applicant may appeal the Administrator's decision to the Director, provided such appeal is made in writing within fifteen (15) business days of the date of the notification of denial. Such appeal shall state the reasons for denial and provide responses demonstrating compliance with this division and certified community ordinance amendments as appropriate. If the permit denial is found to be based on noncompliance with a certified community ordinance amendment, the Director shall not be required to respond. If the permit denial is based on noncompliance with this division only, the Director shall render a decision to issue the stormwater permit or uphold the Administrator's denial of the permit. The Director shall render a decision within thirty (30) calendar days of the appeal. Failure of the Director to respond in writing within thirty (30) calendar days of the appeal shall be construed as approval of the permit as submitted. Denial of a permit shall be provided to the applicant in writing and shall be accompanied by specific reasons for denial.
- (c) Upon denial by the Director, the applicant may file an appeal in writing within fifteen (15) business days of the denial to the County Board. Such appeal shall state the reasons for denial and provide responses demonstrating compliance with this division and certified community ordinance amendments as appropriate. If the permit denial is found to be based on noncompliance with a certified community ordinance amendment, the County Board shall not be required to respond. If the permit denial is based on noncompliance with this division only, the County Board shall render a decision to issue the stormwater permit or uphold the Director's denial of the permit. The County Board shall render a decision within thirty (30) calendar days of the appeal. Failure of the County Board to respond in writing within thirty (30) calendar days of the appeal shall be construed as approval of the permit as submitted. Denial of a permit shall be provided to the applicant in writing and shall be accompanied by specific reasons for denial.

(Res. No. 12-28, § 504, 6-19-2012)

## **Sec. 16-177 Petition Time Frame**

- (a) Kendall County and any Certified Community may establish by separate resolution or division ordinance procedures for declaring requests for permits, amendments, and variances to this division inactive and closed if the party requesting the permit, amendment, or variance ceases communications with Kendall County or the Certified Community for a period of six (6) months.

**Secs. 16-178—16-205. Reserved.**

## **Subdivision VI. Long-Term Maintenance**

### **Sec. 16-206. Long-term maintenance.**

- (a) Unless and until maintenance responsibility has been delegated to and accepted by another qualified entity under this section, the owner shall maintain that portion of a stormwater drainage system and stormwater facilities located upon the land of the same. With the approval of the Administrator, the stormwater drainage system and stormwater facilities, or specified portions thereof, may be:

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Codification codified through Ordinance No. 2024-10, adopted March 20, 2024



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- (1) Dedicated or otherwise transferred to and accepted by the certified community or other public entity;
  - (2) Conveyed or otherwise transferred to and accepted by a homeowner's association, or similar entity, the members of which are to be the owners of all of the lots or parcels comprising the development; or
  - (3) Conveyed to one (1) or more persons or in one (1) or more undivided interests to one (1) or more persons.
- (b) Included for all applications for a stormwater permit shall be a plan for the long-term management, operation and maintenance of the stormwater drainage facilities and a description of ownership and the sources of funding therefor.
- (Res. No. 12-28, § 600, 6-19-2012)

#### **Sec. 16-207. Transfer to permitting authority or other public entity.**

Those portions of the stormwater facilities to be dedicated or otherwise transferred to the permitting authority or other public entity under Section 16-206(a)(1), shall have reserved appropriate easements for protection of drainage rights, ingress and egress and maintenance of such portions of stormwater facilities for the benefit of the permitting authority and such other public entity on the final plat.

(Res. No. 12-28, § 601, 6-19-2012)

#### **Sec. 16-208. Transfer to homeowners' or similar association.**

If those portions of the stormwater facilities are to be dedicated or otherwise transferred to a homeowner's or similar association under Section 16-206(a)(2), then:

- (1) Appropriate easements for protection of drainage rights, ingress and egress and maintenance of stormwater facilities of such portions of stormwater facilities shall be reserved for the benefit of such association and the permitting authority on the final plat;
- (2) The final plat shall contain a provision reserving the right of the permitting authority to enter upon the land to perform the maintenance required in this section if the owner does not do so and to place a lien against the land for the cost thereof;
- (3) The final plat shall contain a legend imposing the maintenance obligations of this section upon the grantee and successors in interest as a covenant running with the land and incorporating by reference the plan of long-term maintenance set forth in the application for a stormwater management permit, with approved amendments;
- (4) The association shall be duly incorporated and a copy of the certificate of incorporation, duly recorded, and bylaws, and any amendment to either of them, shall be delivered to the Administrator;
- (5) The bylaws of the association shall, at a minimum, contain:
  - a. A provision acknowledging and accepting the association's obligation to maintain certain portions of the stormwater drainage system as required by this division;
  - b. A mechanism for imposing an assessment upon the owners of all of the lots or parcels comprising the development sufficient, at a minimum, to provide for the maintenance of those portions of the stormwater drainage system as required by this division and the payment of all taxes levied thereon;
  - c. A provision adopting the plan of long-term maintenance set forth in the application for a stormwater management permit, with approved amendments;

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- d. A provision identifying the officer of the association responsible for carrying out the obligations imposed upon the association under this division, and an obligation to inform the Administrator of the name, address and telephone number of this officer and any changes thereto;
  - e. A provision requiring the consent of the permitting authority to any amendment of the bylaws changing any of the provisions of the bylaws required by this division;
  - f. A provision requiring the consent of the permitting authority to the dissolution of the association.
- (6) Any conveyance or other instrument of transfer delivered under Section 16-206(a)(2) shall include a covenant affirmatively imposing upon the association the obligations set forth in this section and the association's affirmative acceptance thereof.

(Res. No. 12-28, § 602, 6-19-2012)

### **Sec. 16-209. Conveyance to one or more persons.**

If those portions of the stormwater facilities are to be conveyed to one (1) or more persons under Section 16-206(a)(3), then:

- (1) Appropriate easements for protection of drainage rights, ingress and egress and maintenance of such portions of stormwater facilities shall be reserved for the benefit of such association and the permitting authority on the final plat;
- (2) The final plat shall contain a provision reserving the right of the permitting authority to enter upon the land to perform the maintenance required in this section if the owner does not do so and to place a lien against the land for the cost thereof;
- (3) The final plat shall contain a legend imposing the maintenance obligations of this section upon the grantee and successors in interest as a covenant running with the land and incorporating by reference the plan of long-term maintenance set forth in the application for a stormwater management permit, with approved amendments;
- (4) Any conveyance delivered under Section 16-206(a)(3), and any subsequent conveyance, shall include a covenant affirmatively imposing upon the grantee the obligations, restrictions and provisions set forth in this section and the grantee's affirmative acceptance thereof.

(Res. No. 12-28, § 603, 6-19-2012)

### **Sec. 16-210. Require maintenance plan, permit submittals.**

- (a) All permit submittals where stormwater facilities are proposed shall include a maintenance plan. The entities (public or private) responsible for maintenance of all elements of stormwater facilities shall be identified in the maintenance plan as part of the permit application. All stormwater elements, including, but not limited to, stormwater basins, storm sewers, swales, natural areas and wetlands shall be included. All entities and their respective maintenance responsibilities shall be listed. Maintenance responsibilities proposed shall be approved by the Administrator.
- (b) The maintenance plan shall include the following elements as appropriate and as determined by the designer and approved permitting agency:
  - (1) Emergency procedure and contact list.
    - a. Emergency condition procedure.
    - b. Call list and protocol.

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Codification codified through Ordinance No. 2024-10, adopted March 20, 2024

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- (2) Subdivision information.
    - a. Subdivision plat and easements.
    - b. Engineering plans (record drawings in hard copy and electronic format).
    - c. Stormwater management permit and calculations.
    - d. Covenants and by laws.
    - e. HOA official contact list (after established).
    - f. Management company contact list and tenant contact list.
  - (3) Inspections and recordkeeping.
    - a. Routine inspections.
    - b. Post rainfall inspection.
    - c. Incident inspection.
    - d. Annual reporting format.
    - e. Inspector qualifications.
    - f. Inspection checklists.
  - (4) Annual maintenance guidelines and schedule.
    - a. Flushing, cleaning and sediment removal.
    - b. Vegetation management.
    - c. Stormwater management basin.
    - d. Televising, lamping.
    - e. Operations budget.
  - (5) Maintenance and expense log.
  - (6) Inspection/report log.
  - (7) Appendix.
    - a. Guideline copy and revision log.
    - b. Applicability.
    - c. Definitions.
    - d. Additional contacts and resources.
    - e. Quick guide/education resources.
  - (8) Capital budget.

(Res. No. 12-28, § 604, 6-19-2012)

## **Sec. 16-211. Incorporation of maintenance obligations in stormwater management permit.**

The provisions of this subdivision shall be incorporated by reference in the stormwater management permit and the applicant's acceptance of the permit shall be deemed to be the applicant's acceptance and assumption of

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the obligations imposed under this section. At the option of the Administrator, the stormwater management permit may be recorded.

(Res. No. 12-28, § 605, 6-19-2012)

#### **Sec. 16-212. Funding for long-term maintenance of stormwater facilities.**

- (a) As a condition of approval of any application for a stormwater management permit, unless the maintenance responsibility for the stormwater facilities in connection therewith has been accepted by a public entity, the Administrator shall require the establishment of a special service area pursuant to 35 ILCS 200/27-5 et seq., as a backup means of providing for the long-term maintenance of the facilities in the event the entity designated by the applicant as having primary maintenance responsibility fails to adequately carry out its duties.
- (b) If the establishment of a special service area is required, the Administrator shall require a good faith estimate by the applicant of the funding levels required to support the maintenance activities identified in the maintenance plan and the tax rate and tax to be levied upon all taxable property within the area benefitted by stormwater facilities. The applicant shall submit the same to the permitting authority for approval. The Administrator shall incorporate the approved rate into its ordinances necessary for enactment and establishment of the tax to support long-term maintenance of the stormwater facilities.

(Res. No. 12-28, § 606, 6-19-2012)

#### **Sec. 16-213. Enforcement.**

Failure to comply with the maintenance plan approved with the stormwater permit is considered a violation.

(Res. No. 12-28, § 606, 6-19-2012)

#### **Secs. 16-214—16-234. Reserved.**

### **Subdivision VII. Enforcement and Penalties**

#### **Sec. 16-235. Inspection and maintenance authority.**

Pursuant to the authority granted by 55 ILCS 5/5-1104 and 5-1062, the County may, after thirty (30) days' notice to the owner or occupant, enter upon any lands or waters within the County for the purpose of inspecting and/or maintaining stormwater facilities or causing the removal of any obstruction to an affected watercourse.

(Res. No. 12-28, § 700, 6-19-2012)

#### **Sec. 16-236. Required inspections.**

Any development constructed pursuant to a stormwater management permit shall be subject to periodic inspections by the Administrator, Director, or designee to ensure conformity with permit provisions and conditions.

(Res. No. 12-28, § 701, 6-19-2012)

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### **Sec. 16-237. Offenses—Generally.**

- (a) *In general.* Any person who violates, disobeys, omits, neglects, refuses to comply with, or resists the enforcement of any provision of this division (ordinance violation) or any requirement or condition in any permit issued pursuant to this division (permit violation), and, in the case of a permit violation, fails to correct such violation, omission or neglect, or cease such disobedience, refusal or resistance after notice and reinspection as provided in Subsection (c) of this section, shall be guilty of an offense under this division.
- (b) *Permit violations; notice.* Whenever the Administrator or Director determines that a permit violation exists, the same shall give notice of the violation in the manner prescribed in Section 16-347 to the permittee. Such notice shall state the nature of the violation and fix a date not less than ten (10) days after the date of the notice when the site will be reinspected.

(Res. No. 12-28, § 702, 6-19-2012)

### **Sec. 16-238. Offenses—Penalties; remedies.**

- (a) Any person found guilty of an offense under this division shall pay a civil fine in an amount not less than Twenty-five dollars (\$25.00) and not more than seven hundred fifty dollars (\$750.00). Each calendar day during which such violation continues to exist shall constitute a separate offense.
- (b) In addition to any fine imposed under Subsection (a) of this section, the Administrator or the Director may revoke any stormwater management permit issued to such person.
- (c) In addition to any fine imposed under Subsection (a) of this section or action taken under Subsection (b) of this section, the Administrator or the Director may issue an order requiring the suspension of any further work on the site. Such stop work order shall be in writing, shall indicate the reason for its issuance, and shall specify the action, if any, required to be taken in order to resume work and shall provide a reasonable period to cure deficiencies based on the risks associated with noncompliance. One copy of the stop work order shall be posted on the site in a conspicuous place and one (1) copy shall be delivered in the manner prescribed in Section 16-347 to the permittee, if any, or if none, to the person in whose name the site was last assessed for taxes as disclosed by the records of the Supervisor of Assessments.
- (d) In the enforcement of this division, the Administrator or the Director may bring any action, legal or equitable, including an action for injunctive relief that may be necessary.

(Res. No. 12-28, § 703, 6-19-2012)

### **Secs. 16-239—16-269. Reserved.**

## **Subdivision VIII. Miscellaneous Provisions**

### **Sec. 16-270. Scope of regulation.**

This division applies to all development within the County, including that under the control of any governmental entity, agency, or authority. Development within the regulatory floodway, requiring a permit, shall obtain such permit from IDNR/OWR prior to issuance of a stormwater management permit. All units of local government shall obtain stormwater management permits from the permitting authority within whose boundaries the development is located.

(Res. No. 12-28, § 800, 6-19-2012)

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## **Sec. 16-271. Exemptions.**

This division does not apply to:

- (1) Development which has been substantially completed before the effective date of the ordinance from which this division is derived.
- (2) Development, which has been determined to be exempt by the permitting authority.
- (3) Nonconforming structures existing before the effective date of the ordinance from which this division is derived; however, if such structures are replaced, altered or substantially improved within the floodplain they may no longer be exempt and shall comply with Subdivision IV of this division accordingly.

(Res. No. 12-28, § 801, 6-19-2012)

## **Sec. 16-272. Community's list of proposed exempt developments.**

- (a) The County or a community may place a property on its list of exempt developments only if:
  - (1) A site-specific stormwater plan, master plan, or a regional master plan has been submitted and substantially approved by the certified community's professional engineer; or
  - (2) A contractual agreement, specifically exempting the development from the stormwater regulations of the community, was entered into before the effective date of the ordinance from which this division is derived.
- (b) A community's list of exempt developments shall be adopted by an official action of the corporate authorities of the community and shall be included in the stormwater management ordinance adopted by the certified community. Each exempt development shall be defined by a legal description (subdivision plat, annexation agreement, metes and bounds, etc.). Prior to taking such action, the community shall publish the exempt development list in accordance with Section 16-348, a notice in substantially the following form:

On [date], at [time], the [corporate authorities] of the [type of community] of [community] will consider and take formal action with respect to the approval of the following list of developments proposed as exempt from the provisions of the County Stormwater Management Ordinance, adopted by the County Board on Month Date, Year. Any person wishing to do so, may attend the meeting and be heard prior to the [corporate authorities] taking such action.

[List of proposed exempt developments]
- (c) Prior to the effective date of the ordinance from which this division is derived and upon similar notice and by similar official action, a community may revise the list by adding or deleting developments there from. If a development is to be deleted from the list, an additional notice shall be served in the manner set forth in Section 16-347 upon the affected developer. Revisions to the list shall be submitted to the Director. Subsequent to the effective date of the ordinance from which this division is derived, the list may not be changed without review and recommendation by the Committee, which shall be forwarded to the County Board for approval.

(Res. No. 12-28, § 802, 6-19-2012)

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**Sec. 16-273. Interpretation.**

- (a) This division shall be liberally construed to protect the health, welfare, safety, and the environment of the residents of the County and to effectuate the purposes of this division and the enabling legislation.
- (b) Nothing in this division shall be deemed to consent to, license, permit to locate, construct, or maintain any structure, site, facility or operation, or to carry on any trade, industry, occupation, or activity.
- (c) When provisions of this division differ from any other applicable law, statute, ordinance, rule or regulation, the more stringent provision shall apply.
- (d) The provisions of this division are cumulative of all other laws, statutes, ordinances, rules and regulations which relate to the subject matter hereof and, except as otherwise expressly provided herein, nothing in this division shall be construed as a limitation upon the application or enforcement of any such law, statute, ordinance, rule or regulation. To the greatest extent possible, the provisions of this division shall be construed to be consistent with the provisions of such other laws, statutes, ordinances, rules or regulations, and with each other, to the end that all such provisions may be given their fullest application.

(Res. No. 12-28, § 803, 6-19-2012)

**Sec. 16-274. Warning and disclaimer of liability.**

- (a) The degree of flood protection provided by this division is considered reasonable for regulatory purposes and is based upon engineering experience and scientific methods of study. Increased flooding may result from causes beyond the control of any governmental authority. This division does not, therefore, guarantee that areas outside the floodplain or permitted land uses within the floodplain will be free from flooding and associated damages.
- (b) Nothing in this division shall be construed or applied in any manner to create liability on the part of or a cause of action against the County, any municipality or other governmental authority, or any elected official, or any officer, agent, or employee of any of the foregoing, or any certified review specialist for any flood damage resulting from reliance on the provisions of this division.

(Res. No. 12-28, § 804, 6-19-2012)

**Sec. 16-275. Choice of planning jurisdiction.**

Pursuant to 55 ILCS 5/5-1062.2(b), a community that is located in more than one (1) county may choose, at the time of the formation of the Committee, and based upon watershed boundaries, to participate in the stormwater management planning program of either or both of the counties. The Committee shall include such community within the scope of its planning and enforcement jurisdiction unless the community provides evidence of its participation or intent to participate in the stormwater management planning program of another county.

(Res. No. 12-28, § 805, 6-19-2012)

**Sec. 16-276. Violations.**

- (a) It shall be unlawful for any person to undertake any development without first securing a stormwater management permit as required by this division.
- (b) It shall be unlawful for any person to violate, disobey, omit, neglect and refuse to comply with, or resist enforcement of any provision of this division or any condition of a stormwater management permit.

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(Res. No. 12-28, § 806, 6-19-2012)

#### **Sec. 16-277. Severability.**

The several provisions of this division shall be severable in accordance with the following rules:

- (1) If any court of competent jurisdiction shall adjudge any provision of this division to be invalid, such judgment shall not affect any other provision of this division.
- (2) In any court of competent jurisdiction shall adjudge to be invalid the application of any provision of this division, to a particular parcel of land, a particular structure, or a particular development, such judgment shall not affect the application of said provision to any other land, structure or development.

(Res. No. 12-28, § 807, 6-19-2012)

#### **Sec. 16-278. Amendments.**

No amendment to this division may be passed without a public hearing first being held before the County Board upon notice as provided in Section 16-348. Initiation of amendments is limited to the County Board, municipal board of a Certified Community, a committee of the County Board or Certified Community, the Administrator, or the Director.

(a) Kendall County and any Certified Community may establish by separate resolution or division ordinance procedures for declaring requests for permits, amendments, and variances to this division inactive and closed if the party requesting the permit, amendment, or variance ceases communications with Kendall County or the Certified Community for a period of six (6) months.

(Res. No. 12-28, § 808, 6-19-2012)

#### **Sec. 16-279. Effective Date**

This division shall take effect upon adoption by the Kendall County Board or the applicable Certified Community. Amendments shall become effective upon approval of the County Board or Certified Community

**Secs. 16-28079—16-304. Reserved.**

### **Subdivision IX. Variances**

#### **Sec. 16-305. Purpose.**

In order to provide a narrowly circumscribed means by which relief may be granted when strict compliance with the requirements of this division is impossible or impracticable, variances from the specific provisions of this division may be granted according to the standards set forth in this article.

(Res. No. 12-28, § 900, 6-19-2012)



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## Sec. 16-306. Application.

An application for a variance to the certified community and/or this division, signed by the owner or developer of the development shall be filed with the Administrator. No application for a variance will be accepted for filing unless it relates to a previously or contemporaneously filed application for a stormwater management permit. Applications for a variance shall be filed in such number of duplicate copies as the Administrator may designate. No action will be taken on an application for a variance unless it, and the corresponding application for a stormwater management permit to which it relates, are complete as determined by the Administrator.

- (1) *Local variance.* Variances to certified community requirements which are more stringent than this division do not require approval by the Director or the County Board, provided they result in full compliance with this division.
- (2) *County and floodplain variances.* Variances to the requirements of this division or any variance of Subdivision IV of this division require approval by the certified community, the Director and the County Board in accordance with the procedures set forth herein.

No variances shall be granted within a floodway if any increases in the base flood elevation would result.

- (3) *Administrator responsibilities.* The Administrator shall send a copy of the complete application to the Director with a certified community determination of compliance related to certified community and requirements of this division. The Administrator shall also send a copy of the complete application to all other certified communities within the same watershed.
- (4) *Application format.* Applications for a variance need not be made upon any specific form but shall contain the information set forth as follows:
  - a. The common addresses and legal descriptions of all lands comprising the development;
  - b. The names and addresses of all owners of record of the legal title of all lands comprising the development;
  - c. If title to any of the land comprising the development is held in trust, the names and addresses of all beneficiaries of the trust;
  - d. The names and addresses of the developers of the land, if different from the owner;
  - e. The names and addresses of all consultants retained by the developer in connection with the application for a variance;
  - f. The names and addresses of all property owners within two hundred fifty (250) feet of the development;
  - g. The specific features of the development that require a variance;
  - h. The specific provision of the certified community stormwater ordinance from which a variance is sought and the precise extent of the variance therefrom;
  - i. The specific provision of this division from which a variance is sought and the precise extent of the variance therefrom;
  - j. A statement of the characteristics of the development that prevent compliance with the provisions of this chapter;
  - k. A statement that the variance requested is the minimum variance necessary to permit the development;
  - l. A statement as to how the variance requested satisfies the standards set forth in Section 16-309.

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(Res. No. 12-28, § 901, 6-19-2012)

### **Sec. 16-307. Application fee.**

With the filing of the application for a variance, the applicant shall pay all fees prescribed by the Administrator and Director.

(Res. No. 12-28, § 902, 6-19-2012)

### **Sec. 16-308. Public hearing.**

When the application is deemed complete and acceptable by the Administrator, a public hearing on the application before the certified community Oversight Committee may be scheduled and the applicant notified. Not more than thirty (30) nor less than fifteen (15) days before the hearing, notice of the hearing shall be sent by first class mail, postage prepaid, to the applicant, to the Director, to all property owners within two hundred fifty (250) feet of the development as disclosed in the application, and to each certified community within the same watershed as the development and to the certified community Oversight Committee. Within the same time period, notice of the hearing shall be published at least once in a newspaper published within the certified community having jurisdiction over the application, or within the County if the County has jurisdiction over the application. If no newspaper is published within the certified community, then the notice shall be published in a newspaper with a general circulation within the certified community, which is published in the County. The notices given under the section shall set forth the common name, address and legal description of the development and a brief description of the variance is requested.

(Res. No. 12-28, § 903, 6-19-2012)

### **Sec. 16-309. Granting of variances.**

#### **(a) Variance standards.**

- (1) The Oversight Committee shall not recommend nor shall the County Board or corporate authority grant a variance for a project from the provisions of this division unless the variance is consistent with the purpose of this division (Section 16-50) and meets the following standards based upon substantial evidence submitted with the variance application or at the hearing:
  - a. The variance will not increase the probability of flood damage or create an additional threat to the public health, safety or welfare.
  - b. The development activity cannot be reasonably located outside the floodplain.
  - c. The variance requested is the minimum relief necessary to accomplish the objectives of the development without compromising the objectives of Section 16-50.
  - d. The variance will not result in a reduction of water quality benefits as compared to compliance with ordinance requirements.
  - e. The variance is not requested solely for the purpose of reducing site runoff storage requirements.
  - f. The variance shall not cause conveyance of stormwater from the project to increase peak discharges beyond design capacity of existing off-site conveyance facilities for any storm event from the two (2) year to the one hundred (100) year recurrence frequency.
  - g. The variance shall seek to preserve valuable environmental and biological resources, including, but not limited to, stands of native trees, existing wetlands and natural floodplain storage.

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(2) In addition to the standards noted above, any variance to any part of Subdivision IV of this division shall be restricted as noted herein or meet the following additional standards:

- a. Variances shall not be issued by the permitting agency within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result;
- b. Variances may be issued by the permitting agency for new construction and substantial improvements to be erected on a lot of one-half (½) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the following procedures of this section:

1. Variances shall only be issued by the permitting agency upon:

- (i) A showing of good and sufficient cause;
- (ii) A determination that failure to grant the variance would result in exceptional hardship to the applicant;
- (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

~~(iv) The circumstances of the property are unique and do not establish a pattern inconsistent with the intent of the NFIP.~~

~~(v) All other state and federal permits have been obtained.~~

2. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

3. The Certified Community shall notify an applicant in writing that a variance from the requirements of the building protections standards of this division that would lessen the degree of protection to a building will:

- (i) Result in increased premium rates for flood insurance up to twenty-five dollars (\$25) per one hundred dollars (\$100) of insurance coverage.

- (ii) Increase the risk to life and property.

- (iii) Require that the applicant proceed with knowledge of these risks and that the applicant acknowledge in writing the assumption of the risk and liability.

~~A permitting agency shall notify the applicant in writing over the signature of the Administrator that:~~

- ~~(i) The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars (\$25.00) for one hundred dollars (\$100.00) of insurance coverage; and~~

- ~~(ii) Such construction below the base flood level increases risks to life and property. Such notification shall be maintained with a record of all variance actions as required in this section.~~

4. Considerations for Review. In reviewing applications for variances, all technical evaluations, all relevant factors, all other portions of these regulations, and the following shall be considered:

- (i) The danger that materials and debris may be swept onto other lands resulting in further injury or damage.
- (ii) The danger to life and property due to flooding or erosion damage.
- (iii) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners.
- (iv) The importance of the services provided by the proposed development to the community.
- (v) The availability of alternate locations for the proposed development that are not subject to flooding or erosion.
- (vi) The compatibility of the proposed development with existing and anticipated development.
- (vii) The relationship of the proposed development to the comprehensive plan and floodplain management program for that area.
- (viii) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (ix) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.

5. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges.

6. Historic Structures. Variances issued for the reconstruction, repair, or alteration of a historic site or historic structure as defined in "Historic Structures", may be granted using criteria more permissive than the requirements of Subdivision IV of this division subject to the conditions that:

- (i) The repair or rehabilitation is the minimum necessary to preserve the historic character and design of the structure.
- (ii) The repair or rehabilitation will not preclude the structure's continued designation as a historic structure.

74. The permitting agency shall:

- (i) Maintain a record of all variance actions, including justification for their issuance; and
- (ii) Report such variances issued in its annual or biennial report submitted to the Federal Insurance Administrator.

(b) *Floodway.* No variance shall be granted for any development in the regulatory floodway, the effect of which would be to create regulation less restrictive than the Federal or State minimum standards applicable to development in such areas.

(Res. No. 12-28, § 904, 6-19-2012)

## **Sec. 16-310. Procedure and recommendations.**

(a) *Local variance.*

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- (1) The Administrator shall send a copy of the complete application to the Director with a certified community determination of compliance with this division. The Administrator or designee shall review the application for a variance and present written recommendations to the Oversight Committee at the public hearing with a copy to the Director. Not more than forty-five (45) days after the close of the hearing, the Oversight Committee shall forward the application with its written recommendations to the corporate authorities and the Director. The written recommendations of the Oversight Committee, when forwarded, shall be accompanied by written findings of fact with respect to each of the considerations set forth in Section 16-309 with citations to the evidence taken at the public hearing.
  - (2) The corporate authorities shall grant the variation, grant the variation with modifications or conditions, or deny the variation in writing within forty-five (45) days after receipt of the written recommendations of the Oversight Committee and shall forward its final decision to the Director. In the event the corporate authorities do not act on the recommendations of the Oversight Committee then the recommendation from the Oversight Committee is considered to be endorsed and adopted by the corporate authorities.

(b) *County and floodplain variance.*

- (1) The Administrator shall send a copy of the complete application to the Director with a certified community determination of noncompliance with this division.
- (2) The Administrator or designee shall review the application for a variance and present written recommendations to the Oversight Committee at the public hearing with a copy to the Director.
- (3) Not more than forty-five (45) days after the close of the hearing, the Oversight Committee shall forward the application with its written recommendations to the County Board and the Director. The written recommendations of the Oversight Committee, when forwarded, shall be accompanied by written findings of fact with respect to each of the considerations set forth in Section 16-309 with citations to the evidence taken at the public hearing.
- (4) The County Board shall grant the variation, grant the variation with modifications or conditions, or deny the variation in writing within forty-five (45) days after receipt of the written recommendations of the Oversight Committee and shall forward its final decision to the Director. In the event the County Board does not act on the recommendations of the Oversight Committee, then the recommendation from the Oversight Committee is considered to be endorsed and adopted by the corporate authorities.

(Res. No. 12-28, § 905, 6-19-2012)

**Sec. 16-311. Conditions.**

- (a) A variance less than or different from that requested may be granted when the record supports the applicant's right to some relief, but not to the relief requested.
- (b) In granting a variance, the County Board or corporate authority may impose such specific conditions and limitations concerning any matter relating to the purposes and objectives of this division on the applicant as may be necessary or appropriate.
- (c) Whenever any variance is granted subject to any condition or limitation to be met by the applicant, upon meeting such conditions, the applicant shall file evidence to that effect with the Administrator.

(Res. No. 12-28, § 906, 6-19-2012)

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### **Sec. 16-312. Petition Time Frame**

- (a) Kendall County and any Certified Community may establish by separate resolution or division ordinance procedures for declaring requests for permits, amendments, and variances to this division inactive and closed if the party requesting the permit, amendment, or variance ceases communications with Kendall County or the Certified Community for a period of six (6) months.

**Secs. 16-31~~32~~—16-340. Reserved.**

## **Subdivision X. Administration**

### **Sec. 16-341. Responsibility generally.**

- (a) The County Board shall determine policy related to this division.
- (b) The Director and Administrator shall administer this division. In performing their duties, the Director and the Administrator may delegate and oversee enforcement of responsibilities to any named designee.
- (c) Each community shall remain solely responsible for its standing in the National Flood Insurance Program, including:
  - (1) The maintenance of all records and the submission of all reports required for eligibility in the program, including elevation certificates, floodproofing certificates, and lowest floor elevations;
  - (2) The notification of the Director, FEMA and IDNR/OWR of any proposed amendment to this division.
- (d) The Director, or designee, shall be solely responsible for administering this division relative to any County Department of Transportation projects on the County highway system or any township road district project on the township road district system regardless of the jurisdictions in which the project may lie.

(Res. No. 12-28, § 1000, 6-19-2012)

### **Sec. 16-342. Duties of Director.**

The Director shall:

- (1) Supervise the enforcement of this division.
- (2) Supervise the development, revision and implementation of the plan for approval by the Committee and the County Board.
- (3) Supervise the review of complex stormwater management permits for any community that requests such assistance.
- (4) Notify all of the communities in the County, FEMA, IDNR/OWR, USACOE, the State Environmental Protection Agency, and the United States Environmental Protection Agency of any amendments to the Plan or to this division.
- (5) Review variance requests for the Committee.
- (6) Assume the duties of the Administrator for the unincorporated County and non-certified communities, including the County Department of Transportation projects on the County highway system or any township road district project on the township road district system.

(Res. No. 12-28, § 1001, 6-19-2012)



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## Sec. 16-343. Duties of Administrator.

The Administrator shall:

- (1) Receive a listing of all required Federal, State, regional and County permit applications filed for the project prior to issuing a permit under this division for areas covered by other stormwater related jurisdictions. The Administrator may request copies of the stormwater related permit applications;
- (2) Ascertain whether any floodplains/floodways exist on any site which is the subject of an application for a permit under this division and whether or not any new development is within the SFHA;
- (3) Identify Critical Facilities as defined in Section 16-52 and determine the elevation of the 0.2% annual chance flood elevation at the site, as established by FEMA regulatory documents.
- (43) Review permit applications and determine whether to issue or deny permits;
- (5) Ensure that all development in a floodway (or a floodplain with no delineated floodway) meets the damage prevention requirements of this division.
- (6) Ensure that the building protection requirements for all buildings subject to this division are met and maintain a record of the "as-built" elevation of the lowest floor (including basement), elevation certificate, or floodproofing certificate.
- (7) Review Elevation Certificates for accuracy and require incomplete or deficient certificates to be corrected.
- (8) Ensure that water supply and waste disposal systems meet the Public Health standards of this division.
- (9) Ensure that applicants are aware of and obtain any and all other required local, state, and federal permits; including permits pertaining to IDNR/OWR floodway and dam safety rules, Clean Water Act, Public Water Supply, Endangered Species Act, Illinois Endangered and Species Protection Act.
- (10) Notify IDNR/OWR and any neighboring communities prior to any alteration or relocation of a watercourse under the jurisdiction of IDNR/OWR.
- (114) Ensure that the required notice of an application for a variance has been given in accordance with Sections 16-347 and 16-348;
- (125) Notify the Director of an application for a variance, a CLOMR or a LOMR;
- (136) Provide for inspections of developments as required by this division and take action as necessary to ensure compliance with this division;~~division;~~
- (147) Investigate complaints of violations of this division within the community;
- (158) Notify violators within regulatory floodplains that failure to comply with the provisions of the National Flood Insurance Program could make them ineligible to receive flood insurance;
- (169) Initiate any proceeding necessary to enforce this division within the community;
- (179) Advise, consult and cooperate with other governmental agencies to promote the purposes of this division;
- (184) Maintain copies of all applications and submittals, Federal and State permits, variances, CLOMR, LOMR, CLOMA, LOMA and all documentation associated with any of the foregoing for public inspection;
- (192) Maintain documentation and data on the cost of any improvement to a structure in the floodplain in order to enforce the provisions of this division pertaining to substantial improvements to such structures;

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- (20) Provide information and assistance to citizens upon request about permit procedures and floodplain construction techniques.
  - (21) Notify FEMA and IDNR/OWR of any proposed amendments to this division.
  - (22) Perform site inspections to ensure compliance with this division and make substantial damage determinations for structures within the floodplain.
  - (23) Maintain the accuracy of floodplain maps including notifying IDNR/OWR and/or submitting information to FEMA within six months whenever a modification of the floodplain may change the BFE or result in a change to the floodplain map.
  - (24) Establish procedures for administering and documenting determinations, as outlined below, of substantial improvement and substantial damage:
    - (i.) Determine the market value or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building before the start of construction of the proposed work. In the case of repair, the market value of the Building shall be the market value before the damage occurred and before any repairs are made.
    - (ii.) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building.
    - (iii.) Determine and document whether the proposed work constitutes substantial improvement or substantial damage.
    - (iv.) Notify property owner of all determinations and responsibilities for permitting and mitigation.
  - ~~(13) Notify adjacent communities in writing thirty (30) days prior to issuing a permit for the alteration or relocation of a watercourse affecting the adjacent community.~~

(Res. No. 12-28, § 1002, 6-19-2012)

#### **Sec. 16-344. Representative capacity.**

In all cases, when any action is taken by the Director or the Administrator, or duly appointed designee, to enforce the provisions of this division, such action shall be taken either in the name of the County or the certified community as the case may be, and neither the Director nor the Administrator, nor designee, in so acting shall be rendered personally liable.

(Res. No. 12-28, § 1003, 6-19-2012)

#### **Sec. 16-345. Oversight committees.**

The corporate authorities of each community within the County shall establish an oversight committee to oversee the implementation and enforcement of this division within its jurisdiction and to perform the duties assigned to the oversight committee in this division. The oversight committee may be comprised of the corporate authorities or any committee thereof, plan commission, zoning board of appeals, or other existing body, or the corporate authorities may, according to their own rules and procedures, establish a separate oversight committee. The County Board Committee of the Whole shall act as the oversight committee for the County.

(Res. No. 12-28, § 1004, 6-19-2012)



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**Sec. 16-346. Non-certified communities.**

The Director may delegate the duties of the Administrator for non-certified communities. The County may designate an oversight committee in these non-certified communities.

(Res. No. 12-28, § 1005, 6-19-2012)

**Sec. 16-347. Service.**

Unless otherwise provided herein, service of any notice or instrument under this division may be made upon any person in one (1) of the following manners:

- (1) By certified mail/return receipt requested, postage prepaid and addressed to the address then on file for such person, if any, or if none, to such person's last-known address; or
- (2) By any method prescribed under the Illinois Code of Civil Procedure.

(Res. No. 12-28, § 1006, 6-19-2012)

**Sec. 16-348. Publication.**

Unless otherwise provided herein, publication of any notice or other instrument under this division shall be made by publishing such notice or other instrument once in a newspaper published within the community having jurisdiction over the matter to which the publication relates (or, if no newspapers published within the community then a newspaper published in the County and having a general circulation within the community), such publication being not less than fifteen (15) or more than thirty (30) days before the hearing or other event to which the publication relates.

(Res. No. 12-28, § 1007, 6-19-2012)

**Secs. 16-349—16-369. Reserved.****Subdivision XI. Certified Community Enforcement****Sec. 16-370. Authority.**

Pursuant to Section 5-1062 of the Counties Code (55 ILCS 5/5—1062), the provisions of this division shall not be enforced by the County in any certified community.

(Res. No. 12-28, § 1100, 6-19-2012)

**Sec. 16-371. Petition for certification and waiver of enforcement.**

Any community that desires to enforce the provisions of this division within its borders shall file a petition for certification and waiver of enforcement (petition for certification) on or before December 1, 2012. After December 1, 2012, petitions for such certification may be filed during the month of November of each year.

(Res. No. 12-28, § 1100, 6-19-2012)

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### **Sec. 16-372. Filing and contents of petition for certification.**

A petition for certification shall be filed with the Director. The petition need not be on any particular form but, at a minimum, shall set forth and be accompanied by:

- (1) The agreement of the corporate authorities of the community to adopt, if certified, the provisions of this division by reference;
- (2) The community's plan for the implementation and enforcing of this division, including proposed staffing;
- (3) The agreement of the corporate authorities of the community to include in any new annexation agreement a provision requiring every other party to the agreement to affirmatively agree to comply with the provisions of this division as amended from time to time;
- (4) The agreement of the corporate authorities of the community that the community will be bound by the rules and procedures of the committee by which certification is granted or revoked and County jurisdiction is reasserted over the enforcement of this division within the boundaries of the community;
- (5) The list of projects to which this division or some portion of this division do not apply (grandfathered projects) pursuant to the requirements of Subdivision VIII of this division.

(Res. No. 12-28, § 1102, 6-19-2012)

### **Sec. 16-373. Committee consideration of petition for certification.**

The Committee shall consider each properly filed petition for certification at a regular or special meeting called for such purpose not later than sixty (60) days after the filing of the petition. The meeting may be continued from time to time. The Committee may adopt rules for the taking of evidence and conduct of such meetings.

(Res. No. 12-28, § 1103, 6-19-2012)

### **Sec. 16-374. Standards for grant of petition.**

Upon a finding of the Committee that the community has complied with Sections 16-371 and 16-372, that the community's plan for the implementation and enforcement of this division is reasonably feasible, the Committee shall grant the petition for certification. The Committee's decision shall be in writing and shall specify the reasons for granting or denying the petition.

(Res. No. 12-28, § 1104, 6-19-2012)

### **Sec. 16-375. Certified community records.**

- (a) *Permit records.* Every certified community shall maintain adequate records of every stormwater management permit issued and every variance granted under this division for development within its borders.
- (b) *Stormwater facilities and drainage systems.* Every certified community shall retain record drawings of all drainage systems and stormwater management facilities erected or constructed pursuant to a stormwater management permit issued or variance granted by such community.

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- (c) *Records inspections.* The records of each certified community maintained under this division may be periodically inspected by the Director or Committee.
- (d) *Annual reporting and recertification.*
- (1) The Administrator of every certified community shall report annually to the Director on forms provided by the Director reporting the following information:
- a. Staff and/or consultant staff names performing stormwater permit reviews.
  - b. Stormwater management permits; total number and those involving:
    1. Site runoff storage facility.
    2. Floodplain fill/modification.
    3. Floodway construction.
  - c. Wetland permit (USACE).
  - d. IDNR/OWR permit.
  - e. Variances, local and county ordinance.
  - f. Active construction projects/sites (any time during the reporting period).
  - g. Stormwater facilities formally accepted by the certified community or acknowledged as complete for private maintenance during the reporting period.
  - h. Enforcement actions or complaint responses.
  - i. Backup special service areas (SSA) established; SSAs levied for stormwater management maintenance.
  - j. Fee in lieu of on-site detention received by the certified community.
- (2) The reporting period shall be based on the calendar year January through December. Reports shall be submitted to the Director no later than January 31 of the year following the reporting period. The Director shall review and provide comments to the Administrator by March 15 of the year following the reporting period. Certified communities which do not submit an annual report by January 31 of the year following the reporting period will cause the initiation of an investigation and complaint in accordance with Section 16-377.
- (3) The Director may offer written comments or responses to the certified community annual report, and all permits, records and supporting documents are subject to audit at any time by the Director. If the Director offers no written comments or responses to the annual report, then the certified community is automatically re-certified for an additional calendar year. A certified community's standing as certified remains valid and in effect unless and until it is changed in writing by the County Board.

(Res. No. 12-28, § 1105, 6-19-2012)

### **Sec. 16-376. Committee review of enforcement by a certified community.**

The Committee shall periodically review the implementation and enforcement of this division by each certified community.

(Res. No. 12-28, § 1106, 6-19-2012)

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### **Sec. 16-377. Investigations; complaints.**

- (a) *Initiation of investigation and complaint.* The Director, upon the same's own initiative or at the request of any person, may conduct an investigation into a certified community's implementation and enforcement of this division. Such investigation may include, without limitation, making an inspection of all relevant records maintained by the community and making field inspections of relevant developments, drainage systems, or stormwater facilities. If, upon such investigation, the Director determines that the community has failed in some significant way, or has repeatedly failed, to implement or enforce this division, then the same shall prepare a report of the findings along with a complaint for the revocation or partial revocation of the community's certification and then file the same with the Committee. The complaint shall contain a short and plain statement describing how the certified community has failed in some significant way, or has repeatedly failed, to implement or enforce this division.
- (b) *Community notification and response.* Upon receipt of a written complaint, the Committee shall serve a copy thereof along with a copy of the report of the Director upon the community named therein. As appropriate, a copy of the complaint and report shall also be sent to IDNR/OWR, FEMA, impacted communities within the same watershed, and to any person who has requested an investigation of the community's enforcement of this division by the Director within six (6) months immediately preceding the filing of the complaint. The community may file a written answer to the complaint but shall do so within thirty (30) days of being served in order to be considered by the Committee.

(Res. No. 12-28, § 1107, 6-19-2012)

### **Sec. 16-378. Hearing on complaint.**

The Committee shall conduct a hearing on the complaint not less than forty-five (45) nor more than ninety (90) days after service of the complaint upon the community. Notice of the hearing shall be given to the community. The hearing may be continued from time to time. The Committee may adopt rules for the taking of evidence and conduct of such hearings.

(Res. No. 12-28, § 1108, 6-19-2012)

### **Sec. 16-379. Committee decision.**

Within thirty (30) days of the conclusion of the hearing, the Committee shall recommend to the County Board what action to be taken which may include whether or not to revoke in whole or in part the certification of the community. The recommendation of the Committee shall be in writing and shall include the specific findings and conclusions supporting its determination. The County Board shall decide appropriate remedies and shall take any actions necessary to implement the remedies. A copy of the County Board's decision and order, if any, shall be served upon the community. The decision of the County Board to revoke the certification of the community is final, subject only to the right of the community to reapply for certification at or after such time as the County shall specify in its order of revocation.

(Res. No. 12-28, § 1109, 6-19-2012)

### **Secs. 16-380—16-401. Reserved.**

## **Subdivision XII. Performance Security**

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### **Sec. 16-402. General security requirements.**

- (a) As security to the County or the certified community for the performance by the applicant to complete the construction of any and all stormwater facilities required by the stormwater management permit, to pay all costs, fees and charges due from the applicant pursuant to the permitting authorities of this division and to otherwise faithfully perform the applicant's developer's undertakings pursuant to this division or the applicable certified community ordinance, the applicant shall post:
  - (1) Construction performance security as provided in Section 16-403 prior to issuance of a stormwater management permit.
  - (2) Sediment and erosion control security as provided in Section 16-404, prior to issuance of a stormwater management permit if a sediment and erosion control plan is required pursuant to Section 16-174.
  - (3) Maintenance security as provided in Section 16-405 prior to acceptance of stormwater management facilities by any public or private entity.
- (b) Nothing contained herein shall prevent the applicant from submitting financial security that combines purposes set forth above, so long as that security is for acceptable by the County or the certified community.
- (c) The applicant/developer or agent shall bear the full cost and responsibility of securing and maintaining the securities required by this section.

(Res. No. 12-28, § 1200, 6-19-2012)

### **Sec. 16-403. Performance security.**

- (a) A construction performance security shall be posted and shall include:
  - (1) A schedule, agreed upon by the applicant/developer and the Administrator, for the completion of the construction of any stormwater facilities required by the permit;
  - (2) An irrevocable letter of credit, or such other adequate security as the Administrator may approve, in an amount equal to not less than one hundred ten (110) percent of the estimated probable cost to complete the construction of any stormwater facilities required by the stormwater management permit, which estimated probable cost shall be prepared by a registered professional engineer and shall be approved by the Administrator;
  - (3) A statement signed by the applicant granting the Administrator the right to draw on the security and the right to enter the development site to complete required work in the event that work is not completed according to the work schedule;
  - (4) A statement signed by the applicant that the applicant shall indemnify the community and the County for any additional costs incurred attributable to the concurrent activities of or conflicts between the applicant's contractor and the community or County's remedial contractor at the site.
- (b) The security required by this section shall be maintained and renewed by the applicant and shall be held in escrow by the Administrator until the conditions set forth in this section or other applicable provisions are satisfied.
- (c) The Administrator may approve periodic reductions in the letter of credit based on progress of construction. However, not more than ninety (90) percent of the security provided for in this section may be released prior to approval of record drawings and final inspection.

(Res. No. 12-28, § 1201, 6-19-2012)

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#### **Sec. 16-404. Sediment and erosion control security.**

- (a) If a sediment and erosion control plan is required pursuant to Section 16-174, then a sediment and erosion control security shall be required. Such a security shall include:
  - (1) An irrevocable letter of credit, or such other adequate security as the Administrator shall approve, in an amount equal to not less than one hundred ten percent (110 percent) of the estimated probable cost to install and maintain the sediment and erosion control measures, which estimated probable cost shall be approved by the Administrator;
  - (2) A statement signed by the applicant granting the Administrator, as applicable, the right to draw on the security and the right to enter the development site to complete or maintain sediment and erosion control measures in the event that such measures are not installed and/or maintained according to the established schedule.
- (b) The security required by this section shall be maintained and renewed by the applicant, and shall be held in escrow by the Administrator, as applicable, until the conditions set forth in this section are satisfied.
- (c) The Administrator may approve periodic reductions in the letter of credit based on progress of construction. However, not more than ninety (90) percent of the security provided for in this section may be released prior to completion of all construction, establishment of vegetation, removal of all sediment from stormwater facilities, and final inspection and approval by the Administrator.

(Res. No. 12-28, § 1202, 6-19-2012)

#### **Sec. 16-405. Maintenance security.**

- (a) Maintenance security shall be posted and shall include:
  - (1) A schedule, agreed upon by the applicant/developer and the Administrator, for the follow up inspection and maintenance repair of any stormwater facilities required by the permit. Generally, the maintenance period will be a minimum of one (1) year;
  - (2) An irrevocable letter of credit, or such other adequate security as the Administrator may approve, in an amount equal to not less than ten (10) percent of the estimated probable cost to complete the construction of any stormwater facilities required by the stormwater management permit, which estimated probable cost shall be prepared by a Registered professional engineer and shall be approved by the Administrator;
  - (3) A statement signed by the applicant granting the Administrator the right to draw on the security and the right to enter the development site to complete required work in the event that stormwater facilities require maintenance according to the work schedule;
  - (4) A statement signed by the applicant that the applicant shall indemnify the community and the County for any additional costs incurred attributable to the concurrent activities of or conflicts between the applicant's contractor and the community or County's remedial contractor at the site.
- (b) The security required by this section shall be maintained and renewed by the applicant and shall be held in escrow by the Administrator until the conditions set forth in this section or other applicable provisions are satisfied.

(Res. No. 12-28, § 1203, 6-19-2012)

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**Sec. 16-406. Letters of credit.**

- (a) Letters of credit posted pursuant to Sections 16-402 through 16-405 shall be in a form satisfactory to the Director or the Administrator, as applicable.
- (b) Each letter of credit shall be from a lending institution:
  - (1) Acceptable to the Director or the Administrator, as applicable;
  - (2) Having capital resources of at least ten million dollars (\$10,000,000.00), or such other amount acceptable to the Director or the Administrator;
  - (3) With an office in the County or an adjacent County or within the Chicago Metropolitan Area;
  - (4) Insured by the Federal Deposit Insurance Corporation.
- (c) Each letter of credit shall, at a minimum, provide that:
  - (1) It shall not be canceled without the prior written consent of the Director or the Administrator;
  - (2) Shall not expire without written notification of the Director or Administrator at least forty-five (45) days prior to expiration;
  - (3) It shall not require the consent of the developer prior to any draw on it by the Director or the Administrator;
  - (4) If at any time it will expire within forty-five (45) or any lesser number of days, and if it has not been renewed and the renewal submitted to the Director or the Administrator, and if any applicable obligation of the developer for which its security remains uncompleted or is unsatisfactory, then the Director or the Administrator may, without notice and without being required to take any further action of any nature whatsoever, call and draw down the letter of credit and thereafter either hold all proceeds as security for the satisfactory completion of all such obligations or employ the proceeds to complete all such obligations and reimburse the County or the certified community for any and all costs and expenses, including legal fees and administrative costs, incurred by the County or the certified community, as the Director or the Administrator shall determine.
- (d) If at any time the Director or the Administrator determines that the funds remaining in the letter of credit are not, or may not be, sufficient to pay in full the remaining unpaid cost of all stormwater facility construction or sediment and erosion control measures, then, within ten (10) days following a demand by the Director or the Administrator, the developer shall increase the amount of the letter of credit to an amount determined by the Director or the Administrator to be sufficient to pay such unpaid costs. Failure to so increase the amount of the security shall be grounds for the Director or the Administrator to draw down the entire remaining balance of the letter of credit.
- (e) If at any time the Director or the Administrator determines that the bank issuing the letter of credit is without capital resources of at least ten million dollars (\$10,000,000.00), is unable to meet any Federal or State requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor such letter of credit at any time during its term, or if the Director or the Administrator otherwise reasonably deems the bank to be insecure, then the Director or the Administrator shall have the right to demand that the developer provide a replacement letter of credit from a bank satisfactory to the Director or the Administrator. Such replacement letter of credit shall be deposited with the Director or the Administrator not later than ten (10) days following such demand. Upon such deposit, the Director or the Administrator shall surrender the original letter of credit to the developer.
- (f) If the developer fails or refuses to meet fully any of its obligations under this division or the applicable certified community ordinance, then the Director or the Administrator may, in the discretion of the same,

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draw on and retain all or any of the funds remaining in the letter of credit. The Director or the Administrator thereafter shall have the right to take any action the same deems reasonable and appropriate to mitigate the effects of such failure or refusal, and to reimburse the County or the certified community from the proceeds of the letter of credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of the developer's failure or refusal to fully meet its obligations under this division or the applicable certified community ordinance. If the funds remaining in the letter of credit are insufficient to repay fully the County or the certified community for all such costs and expenses, and to maintain a cash reserve equal to the required letter of credit during the entire time such letter of credit should have been maintained by the developer, then the developer shall, upon demand of the Director or the Administrator therefor, immediately deposit with the Director or the Administrator such additional funds as the Director or the Administrator determines are necessary to fully repay such costs and expenses and to establish such cash reserve.

(Res. No. 12-28, § 1204, 6-19-2012)

**Secs. 16-407—16-425. Reserved.**

**Subdivision XIII. Fee in Lieu of Site Runoff Storage**

**Sec. 16-426. Generally.**

- (a) Fee in lieu of site runoff storage shall only be allowed for redevelopment projects as defined by this division.
- (b) The Administrator may allow the payment of a fee in lieu of site runoff storage to fulfill all or part of the site runoff storage requirement for a development. Fee in lieu of site runoff storage shall be the lesser of:
  - (1) The fee computed for each acre-foot or part thereof of detention required and approved in accordance with the procedures and schedules as approved and adopted by the County or the certified community; or
  - (2) The estimated construction cost, as approved by the County or the certified community of the applicant's proposed and approved site runoff storage, including land costs.
- (c) The following fee in lieu of detention procedures apply to communities with adopted procedures for requiring and collecting fee in lieu of revenues for detention requirements:
  - (1) The Administrator may allow ~~and, or the~~ applicant may submit, a written request for the payment of a fee in lieu of site runoff storage to fulfill all or part of the site runoff storage requirement in accordance with Section 16-81. A request for fee in lieu of site runoff storage shall be either rejected or approved within forty five (45) days of the written request unless additional engineering studies are required.
  - (2) Approval of a request for fee in lieu of site runoff storage on a development site shall be determined by the Administrator.
  - (3) A fund will be maintained by the certified community, or the County for non-certified communities, for each of the major watersheds for the purpose of identifying and controlling all revenues and expenses related to stormwater drainage services resulting from fee in lieu of site runoff storage approvals. All monies collected for fee in lieu of site runoff storage shall be deposited in these funds and may only be used for the purposes related to stormwater management as noted in Subsection (c)(4) of this section.
  - (4) Fee in lieu of site runoff storage revenues from development sites may be used to plan, design or construct an upgrade to existing or future stormwater management systems if the upgrade is consistent with a watershed plan, floodplain study or stormwater system improvement that has been

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Codification codified through Ordinance No. 2024-10, adopted March 20, 2024



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approved by the County for non-certified communities or the community-elected board of officials in a certified community.

(Res. No. 12-28, § 1300, 6-19-2012)

**Secs. 16-427—16-450. Reserved.**



## Kendall County Agenda Briefing

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**Meeting Type:** Planning, Building and Zoning  
**Meeting Date:** 2/10/2025  
**Subject:** Approval of to Publish the 2025 Noxious Weed Notice  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

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### **Action Requested:**

Approval of Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed \$125.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item 11001902-62090

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

N/A

### **Fiscal impact:**

The cost is unchanged from 2024.

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### **Background and Discussion:**

Kendall County is required by Illinois law to publish a noxious weed notice at least one (1) time per year in a newspaper of general circulation within the County. Kendall County's Noxious Weed Work Plan, adopted in October 2024, called for the publication of the notice within the first quarter of 2025.

### **Staff Recommendation:**

Approval

### **Attachments:**

Proposed Notice

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN PURSUANT TO THE "ILLINOIS NOXIOUS WEED LAW" to the owners, occupants, agents and public officials in charge or control of any land in Kendall County that they are required to control or eradicate all NOXIOUS WEEDS growing upon land under their control prior to the blooming, maturing of seed or other propagating of such weeds.

- NOXIOUS WEEDS: a) Marihuana (*Cannabis sativa* L.);
- b) Giant Ragweed (*Ambrosia trifida* L.) within the corporate limits of cities, villages, and incorporated towns;
- c) Common Ragweed (*Ambrosia artemisiifolia* L.) within the corporate limits of cities, villages, and incorporated towns;
- d) Canada Thistle (*Cirsium arvense*);
- e) Perennial Sowthistle (*Sonchus arvensis*);
- f) Musk Thistle (*Carduus nutans*);
- g) Perennial members of the sorghum genus, including johnsongrass (*Sorghum halepense*), sorghum alnum, and other johnsongrass X sorghum crosses with rhizomes; and
- h) Kudzu (*Pueraria labata*).

NOTICE IS FURTHER GIVEN that if the persons responsible for the control of any lands in Kendall County fail to comply with the provisions of the Illinois Noxious Weed Law the Control Authority of Kendall County or the Department of Agriculture of the State of Illinois will take any necessary action to control or eradicate such weeds and the cost thereof will be assessed against the owner of the land involved. If unpaid for 6 months or longer, such assessment shall become a lien upon the property.

Date at Yorkville, Kendall County, Illinois, this  
18th day of February, 2025.  
Month Year

Signed: \_\_\_\_\_  
Matt Kellogg  
Kendall County Weed Control Authority



## Kendall County Agenda Briefing

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**Meeting Type:** Planning, Building and Zoning  
**Meeting Date:** 2/10/2025  
**Subject:** Approval of IGA Between Kendall County and Yorkville for Building Inspection Services  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

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**Action Requested:**

Approval of an Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois

**Previous Board/Committee Review:**

N/A

**Fiscal impact:**

N/A

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**Background and Discussion:**

The Intergovernmental Agreement between Kendall County and the United City of Yorkville for reciprocal building inspection services expires February 20, 2025.

A renewal proposal is attached to this memo. Other than dates, no other changes are proposed.

In 2024, Yorkville conducted twenty-eight (28) inspections for the County and the County conducted zero (0) inspections for Yorkville.

The United City of Yorkville will be reviewing the proposal during their meetings in February.

**Staff Recommendation:**

Approval

**Attachments:**

Proposed Agreement

**COUNTY OF KENDALL, ILLINOIS**  
**RESOLUTION 2025-\_\_**

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN  
KENDALL COUNTY, ILLINOIS AND THE UNITED CITY OF YORKVILLE,  
ILLINOIS**

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract 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**, Kendall County and the United City of Yorkville are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), Kendall County and the United City of Yorkville are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

**WHEREAS**, Kendall County and the United City of Yorkville wish to share their resources and assist each other in the performance of building inspections.

**NOW, THEREFORE, BE IT RESOLVED** that the Kendall County Board hereby approves the *Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois*, which is attached hereto and made a part hereof by reference as Exhibit A; and

**BE IT FURTHER RESOLVED** that the Kendall County Board Chairman is hereby authorized to execute said intergovernmental agreement on behalf of Kendall County.

Approved and adopted by the County Board of Kendall County, Illinois, this 18<sup>th</sup> day of February, 2025.

Board Chairman Signature:

Attest:

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Matt Kellogg, Chairman  
County Board

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Debbie Gillette  
County Clerk

**Exhibit A**  
**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING**  
**INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS**  
**AND THE UNITED CITY OF YORKVILLE, ILLINOIS - 2025**

**THIS INTERGOVERNMENTAL AGREEMENT** (“*the Agreement*”) by and between the County of Kendall, a unit of local government of the State of Illinois (“*Kendall County*”) and the United City of Yorkville, Kendall County, Illinois (the “*City*”) a municipal corporation of the State of Illinois, is as follows:

**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 City and Kendall County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), the County and City (collectively referred to as the “*Parties*”) are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

**WHEREAS**, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

**WHEREAS**, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

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

*Section 1.* The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

*Section 2.*

- a The Parties agree that Kendall County Code Official Brian Holdiman and the United City of Yorkville Building Code Official Peter Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.
- b The Parties agree that the United City of Yorkville Building Code Official Peter Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds

violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested.

*Section 3.* The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval, and; initial site inspections prior to a permit being issued.

*Section 4.* Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

- a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or
- b. If Kendall County Code Official Holdiman or City Building Code Official has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or
- c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or
- d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.



For purposes of this Agreement, the party requesting assistance shall be referred to as “the home jurisdiction” and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as “the visiting inspector”.

*Section 5.* In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

*Section 6.* When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the Kendall County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by Kendall County at the time of the inspection.

*Section 7.* When a home jurisdiction requests the visiting inspector’s assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours’ notice when there is a foreseeable need for the other party’s inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector’s services are needed pursuant to Section 4.

*Section 8.* Inspections must be completed using the proper jurisdiction’s forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector

and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

*Section 9.* Neither the City nor Kendall County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of the other party.

*Section 10.* There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

*Section 11.* When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use their own equipment, tools and vehicles, and the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

*Section 12.* The City and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such,

when the City performs an inspection for Kendall County, the City will defend with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When Kendall County performs an inspection for the City, Kendall County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to Kendall County's and the County Code Official's actions in the performance of their duties under this Agreement.

*Section 13.* Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or Kendall County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

*Section 14.* 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.

*Section 15.* This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. 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.

*Section 16.* All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt:

*If to the County:*        Director  
Kendall County Planning, Building & Zoning  
111 West Fox Street  
Yorkville, Illinois 60560  
Fax: 630-553-4179

With copy to:  
Kendall County State's Attorney  
807 John Street  
Yorkville, Illinois, 60560  
Fax: 630-553-4204

*If to the City:*        Community Development Director  
United City of Yorkville Building Safety and Zoning  
651 Prairie Pointe Drive  
Yorkville, Illinois 60560  
Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

*Section 17.* This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

*Section 18.* This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except

as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

*Section 19.* Nothing contained in this Agreement, nor any act of Kendall County or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the City. Further, nothing in this agreement should be interpreted to give Kendall County or the City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

*Section 20.* When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

*Section 21.* The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below: (a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 (or its equivalent) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall

apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (b) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage; (c) Workers' Compensation: as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the Jurisdiction maintains broader coverage and/or higher limits than the minimums shown above, the both Jurisdictions require and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to both Jurisdictions. The insurance policies are to contain, or be endorsed to contain, the following provisions: (a) Additional Insured Status-Both jurisdictions, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the jurisdiction including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the jurisdiction's insurance; (b) Notice of Cancellation-Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity; (c) Verification of Coverage-Each Jurisdiction shall furnish the other with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to other before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the other's obligation to provide them.

Each Jurisdiction reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

*Section 22.* This Agreement shall be in full force and effect for a period of one (1) year from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

*Section 23.* Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratosh's employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

*Section 24.* The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits, and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

*Section 25.* Kendall County and the City each hereby warrant and represent that their

respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the date below in the United City of Yorkville, Illinois.

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

United City of Yorkville, Kendall County,  
Illinois, a municipal corporation

By: \_\_\_\_\_  
Chair, Kendall County Board

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

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

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

*Attest:*

*Attest:*

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
City Clerk





## Kendall County Agenda Briefing

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**Meeting Type:** Planning, Building and Zoning  
**Meeting Date:** 2/10/2025  
**Subject:** Proposed Contract with WBK Engineering for NPDES Annual Report  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

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### **Action Requested:**

Approval of Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2024 NPDES – MS 4 Requirements in an Amount Not to Exceed \$2,800 Plus Reimbursable Costs (Costs + 10%)

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

N/A

### **Fiscal impact:**

Increased Expensed from \$2,650 to \$2,800

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### **Background and Discussion:**

Kendall County is required to submit an Annual Report to the State as part of the County's National Pollution Discharge Elimination Systems (NPDES) Permit by June 1<sup>st</sup> of each year.

Historically, WBK Engineering has prepared this document because they already possess most of the information needed to complete the report due to the inspections that they perform on the County's behalf at work sites.

The cost to prepare the 2023-2024 Report is \$2,800. The cost to prepare the 2023-2024 Report was \$2,650.

### **Staff Recommendation:**

Approval

### **Attachments:**

Proposed Contract

opportunity number



## PROPOSAL

Submitted To: Kendall Co. Planning, Building & Zoning  
807 West John Street  
Yorkville, IL 60560-9249  
630-553-4139

Submitted By: WBK Engineering, LLC

116 W. Main Street Suite 201

St. Charles, IL 60174

(630) 443-7755

Primary Contact: Matthew Asselmeier, AICP, CFM

Primary Contact: Natalie Paver

## PROJECT INFORMATION

Project Name: Kendall County NPDES Annual Report March 2024 - March 2025 Reporting Period

Address:

City / State / Zip

General Location: County-Wide

## SCOPE OF SERVICES

☐ Cost (Not-to-Exceed) ☒ Lump Sum ☐ Time and Materials (T&M)

Task Name: NPDES Annual Report - 2024 - 2025 Reporting Period

Deliverable: Annual Report prepared and submitted to IEPA on behalf of the County. Tasks include review of NOI for performance measures, discussions with County staff, collection of documentation and preparation of the annual report.

\$2,800.00

Task Budget

Budget for Reimbursable Expenses (Cost Plus 10%):

Total Amount Budgeted For All Services Rendered:

\$2,800.00

☐ Additional Tasks on Following Pages.

We propose to bill you monthly based on the attached Schedule of Charges (if applicable). We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.

Natalie Paver

2/4/25

WBK Authorization By (Please Print):

Signature

Date

The Proposal, Schedule of Charges, and General Terms & Conditions are satisfactory and are hereby accepted. You are authorized to begin the work as specified. Payments will be made as outlined above.

Client Authorization By (Please Print):

Signature

Date

**WBK ENGINEERING, LLC  
GENERAL TERMS AND CONDITIONS**

1. Relationship Between Engineer and Client: WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period
5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files.

Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer.

The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.
- Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.
10. **Affirmative Action:** The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:
- It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.
- All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.
- All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.
11. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.
- Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.
- In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.
- Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
12. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
13. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.
- Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
- The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
14. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
15. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
16. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
19. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
20. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
21. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

22. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
23. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
24. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
25. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder.

Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer.

Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

26. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
27. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

28. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

30. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

31. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



## DEPARTMENT OF PLANNING, BUILDING & ZONING

807 West John Street • Yorkville, IL • 60560  
(630) 553-4141 Fax (630) 553-4179

### MEMORANDUM

**To:** Planning, Building and Zoning Committee  
**From:** Matthew H. Asselmeier, AICP, CFM, Director  
**Date:** 2/3/2025  
**Subject:** 2024 Residential Building Permit Information

Staff contacted the municipalities located within Kendall County to obtain their single-family and multi-family building permit information for 2024. A table with this information is below. For those municipalities located in more than one county, only the Kendall County information is provided.

Municipal Residential Construction Information 2024

Municipality	2024 New Construction (Single-Family)	2024 New Construction (Multi-Family)	2023 New Construction (Single-Family)	2023 New Construction (Multi-Family)
Aurora	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Joliet	53 (\$16,759,000)	10 Units (\$2,230,000)	68 (\$18,283,500)	26 Units (\$5,994,000)
Lisbon	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Millbrook	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Millington	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Minooka	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Montgomery	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Newark	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Oswego	299 (\$62,471,072)	0 (\$0)	110 SF 195 Townhomes 142 Senior (\$100,945,340)*	168 Units
Plainfield	37 (\$7,716,743)	0 (\$0)	32 (\$7,847,715)	0 (\$0)
Plano	2 (\$1,200,000)	0 (\$0)	16 (\$3,500,000)	0 (\$0)
Plattville	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Sandwich	2 (\$705,000)	0 (\$0)	1 (\$325,000)	0 (\$0)
Shorewood	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Yorkville	201 Detached (\$36,536,500) 6 Attached (\$930,000)	48 Units (Not Provided)	267 Detached (\$47,682,131) 147 Attached (\$18,136,496)	0 (\$0)
Unincorporated	42 (\$31,684,668)	0 (\$0)	31 (\$17,199,892)	0 (\$0)
Total	642 (\$158,002,983)	58 Units (\$2,230,000)	1010 (\$213,920,074)	(\$5,994,000)

\* Oswego's dollar amount is total residential investment.

2024 Grand Total - \$160,232,983    2023 Grand Total - \$219,914,074    2022 Grand Total - \$211,675,674  
2021 Grand Total - \$157,056,114    2020 Grand Total - \$163,476,546    2019 Grand Total - \$108,042,333  
2018 Grand Total - \$135,058,319





## DEPARTMENT OF PLANNING, BUILDING & ZONING

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### MEMORANDUM

**To:** Planning, Building and Zoning Committee

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

**Date:** 2/3/2025

**Subject:** 2024 Commercial and Industrial Building Permit Information

Staff contacted the municipalities located within Kendall County to obtain their commercial and industrial permit information for 2024. A table with this information is below. For those municipalities located in more than one county, only the Kendall County information is provided.

Municipal Commercial and Industrial Construction Information 2024

Municipality	2024 New Construction	2024 Remodel	2023 New Construction	2023 Remodel
Aurora	0 (\$0)	3 (\$162,226)	0 (\$0)	1 (\$110,000)
Joliet	0 (\$0)	2 (\$325,000)	2 (\$3,075,470)	0 (\$0)
Lisbon	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Millbrook	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Millington	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Minooka	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Montgomery	0 (\$0)	4 (\$1,737,500)	4 (\$36,049,397)	5 (\$980,000)
Newark	1 (\$390,000)	0 (0)	0 (\$0)	0 (\$0)
Oswego	5 (\$14,364,500)	34 (\$7,895,203)	11 (\$19,378,000)	36 (\$9,845,397)
Plainfield	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Plano	0 (\$0)	3 (\$135,000)	1 (\$1,900,000)	12 (\$680,000)
Plattville	0 (\$0)	0 (\$0)	0 (\$0)	0 (\$0)
Sandwich	1 (\$500,000)	0 (\$0)	1 (\$325,000)	6 (\$2,257,143)
Shorewood	2 (\$658,000)	0 (\$0)	0 (\$0)	0 (\$0)
Yorkville	4 (\$70,221,108)	16 (\$9,923,396)	3 (\$8,430,000)	4 (\$74,000)
Unincorporated	3 (\$3,653,090)	1 (\$250,000)	4 (\$7,613,931)	4 (\$9,675)
Total	16 (\$89,786,698)	63 (\$20,428,325)	26 (\$76,771,798)	68 (\$13,956,215)





## Kendall County Agenda Briefing

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**Meeting Type:** Planning, Building and Zoning  
**Meeting Date:** 2/10/2025  
**Subject:** Approval of a Policy Allowing the Historic Preservation Commission to Review Certain Building Permit Applications  
**Prepared by:** Matthew H. Asselmeier, AICP, CFM  
**Department:** Planning, Building and Zoning

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### **Action Requested:**

Approval of a Policy for Historic Preservation Commission Review of Demolition and Alteration Permits on Structures Identified in Historic Structure Surveys

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

Historic Preservation Commission – Approval (5-0) on January 16, 2025

### **Fiscal impact:**

N/A

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### **Background and Discussion:**

The Historic Preservation Commission would like to review applications for demolition and alteration permits on properties identified as Contributing, Local Landmark Potential, or National Register Potential in an historic structure survey undertaken under the authority of Kendall County.

To date, structure surveys have only occurred in Kendall and Bristol Townships.

The proposed policy does not require the Historic Preservation Commission to meet. The proposed policy also does not supersede any regulations in the Kendall County Code. Finally, the proposed policy does not delay the Planning, Building and Zoning Department's process of issuing permits.

### **Staff Recommendation:**

Approval

### **Attachments:**

Proposed Policy



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**DEPARTMENT OF PLANNING, BUILDING & ZONING**

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**POLICY FOR THE NOTIFICATION OF THE HISTORIC PRESERVATION  
COMMISSION OF PERMIT APPLICATIONS FOR ALTERATIONS AND DEMOLITIONS  
ON CERTAIN PROPERTIES**

1. Whenever a party applies for a permit for exterior alterations or demolition on properties identified as Contributing, Local Landmark Potential, or National Register Potential in an historic structure survey undertaken under the authority of Kendall County, the Planning, Building and Zoning Department shall notify the Kendall County Historic Preservation Commission of said application prior to the issuance of the applicable permit.
2. In notifying the Historic Preservation Commission, the Planning, Building and Zoning Department shall supply the Historic Preservation Commission with a description of the proposed alteration or demolition as supplied by the applicant and the contact information for the applicant.
3. Nothing in this policy shall be construed as requiring the Historic Preservation Commission to comment on the application.
4. This policy shall not supersede or amend any review requirements or procedures outlined in the Historical Preservation Chapter of the Kendall County Code.
5. Except as required by the Historical Preservation Chapter of the Kendall County Code, nothing in this policy shall be construed as requiring the Planning, Building and Zoning Department to delay the issuance of a permit due to lack of comment or requests to the applicant by the Historic Preservation Commission.

Approved by majority vote of the Planning Building and Zoning Committee on February 10, 2025.

## 2024 VIOLATIONS

Violation	Name	Parcel #	Address	Subdivision	Description	Opened	Follow up	PBZ	SAO	Court	Closed
V24-001	Gonzalez	03-09-152-019	14 Ridgefield Rd.	Boulder Hill	RV/Trailer parked in F/Y setback	11/6/2023	12/10/2023				1/4/2024
V24-002	Galvan	03-05-430-019	42 S Bereman Rd.	Boulder Hill	Trailer parked in F/Y setback	12/6/2023	1/11/2024				2/22/2024
V24-003	Sanchez	03-08-279-007	110 Circle Drive W	Boulder Hill	Trailer parked in F/Y setback	11/6/2023	1/11/2024		COURT 5/7/2024		7/12/2024
V24-004	Nickels	05-04-178-006	53 Crooked Creek Dr	Crooked Creek	Junk & Debris	11/15/2023	4/2/2024		HOLD SAO	Citation - MA	12/10/2024
V24-005	Manson	03-04-378-018	81 Pueblo Rd.	Boulder Hill	Trailer parked in F/Y setback	11/6/2023	1/11/2024				2/23/2024
V24-006	Silva	03-04-152-013	22 Greenbriar rd.	Boulder Hill	Trailer parked in F/Y setback	11/6/2023	1/11/2024		Court 5/7/2024	\$600 fine 3 mo prob.	7/12/2024
V24-007	Rosier	02-35-151-017	7821 Route 71		Stormwater Violation	11/6/2023	4/2/2024		Court 5/1/2024	\$18,000 fine + \$100	12/12/2024
V24-008	Schuster	03-22-400-001	2142 Woolley Rd.		Landscape Business	1/4/2024	4/24/2024	MAA	HOLD SAO		5/24/2024
V24-009	Oak Plaza Properties LLC	02-17-226-004	2215 B Route 47		Junk & Debris	11/7/2023	4/1/2024		HOLD SAO	Citation - MA	12/11/2024
V24-010	Leifheit	01-29-351-010	16789 Griswold Springs Rd	Billy R Williams	Stormwater Violation	7/31/2023	2/28/2024	MA	9/26/2024	2/25/2025	
V24-011	Bohr	01-29-351-011	16751 Griswold Springs Rd	Billy R Williams	Stormwater Violation	7/31/2023	2/28/2024	MA	9/26/2024	2/25/2025	
V24-012	Ortega	01-29-351-008	16859 Griswold Springs Rd.	Billy R Williams	Stormwater Violation	7/31/2023	2/28/2024	MA	9/26/2024	2/25/2025	
V24-013	Widoe	01-29-351-009	16815 Griswold Springs Rd.	Billy R Williams	Stormwater Violation	7/31/2023	2/28/2024	MA	9/26/2024	2/25/2025	
V24-014	Hurtado	03-04-277-023	2 Arton Dr.	Boulder Hill	Trailer parked in F/Y setback	2/6/2024	4/12/2024		HOLD SAO		8/21/2024

## 2022 VIOLATIONS

Violation	Name	Parcel #	Address	Subdivision	Description	Opened	Follow up	PBZ	SAO	Court	Closed
V22-001	Aguilar	03-07-277-001	20 Shore Ct.	Marina Village	Parking on lawn	11/9/2021	1/23/2022				2/9/2022
V22-002	Jones	03-05-279-020	44 Briarcliff Rd.	Boulder Hill	Illegal fence height	8/6/2021	1/23/2022				4/27/2022
V22-003	Cabrera	03-04-306-027	44 Hampton Rd.	Boulder Hill	Multiple Violations	8/3/2021	1/23/2022				5/9/2022
V22-004	Lemaster	03-04-253-024	16 Winrock Rd.	Boulder Hill	Inoperable Vehicles	8/18/2021	1/23/2022		11/8/2022		11/23/2022
V22-005	Johnson	03-04-477-025	54 Springdale Rd.	Boulder Hill	Trailer parking	11/24/2021	1/23/2022				4/22/2022
V22-006	Haehlen	03-04-277-011	235 Fernwood Rd.	Boulder Hill	RV parking	11/24/2021	1/23/2022				2/24/2022
V22-007	Joaquin	03-27-377-015	2543 Simons Rd		Barquet facility	11/15/2021			5/16/2022		5/17/2022
V22-008	Bilek	01-34-300-008	14824 Millhurst Rd		Air B&B	1/3/2022	3/11/2022				2/24/2022
V22-009	VOID										
V22-010	Faulkner	03-26-100-004	1539 Collins Rd.		Multiple Violations	7/13/2021	8/4/2021				Ongoing
V22-011	Amstadt	02-35-380-001	7796 Madeline Dr.	FOFC	RV parking	5/24/2022	6/24/2022		9/7/2022		10/18/2022
V22-012	Gomez	09-27-200-004	2511 Wilcy Rd.		Stormwater	8/1/2022	4/11/2023	1/17/2024	10/17/2024	12/19/2024	10/24/2024
V22-013	Utility Dynamics	03-07-227-002	5327 Light Rd.		Stormwater	9/8/2022	10/11/2022				9/19/2022

Citations  
County

	complaint	complaint_description	complaint_date	date_noticed	last_edited_date	complaint_pin	address	complaint_subdivision
Monitoring 11	1895	30 Day Not Illegal Tree Removal Business	16-Apr-24	19-Apr-24	15-Aug-24	03-12-204-005	26 GASTVILLE STREET, AURORA 60503	GASTVILLE
	1939	30 Day Not Junk and Debris	7-May-24	23-Jul-24	31-Jul-24	03-27-401-002	4550 DOUGLAS ROAD, OSWEGO 60543	RING
	1980	30 Day Not Junk Debris	27-Jun-24	16-Jul-24	20-Aug-24	03-15-251-006	2300 WOLF ROAD, OSWEGO 60543	
Monitoring 11	2067	Monitoring Chickens in front yard	17-Sep-24		28-Jan-25	03-05-432-010	24 SENECA DRIVE, MONTGOMERY 60538	BOULDER07
	2069	Open Junk and Debris	18-Sep-24		18-Sep-24	03-16-176-006	3595 WOLF ROAD, OSWEGO 60543	FOX BEND
	2070	Open Building pool without a permit in flood zone	18-Sep-24		18-Sep-24	03-16-176-006	3595 WOLF ROAD, OSWEGO 60543	FOX BEND
Monitoring 11	2072	Open Junk or non running vehicles in front driveway and street. Backy	24-Sep-24		17-Oct-24	03-05-432-004	7 Durango Rd, MONTGOMERY 60538	BOULDER04
	2075	Monitoring There's a semi truck parked in the driveway every other day	23-Sep-24		14-Jan-25	03-05-280-005	49 Briarcliff Rd,	
	2084	Monitoring Blocking Natural Flow of Water	3-Oct-24	9-Oct-24	28-Jan-25	02-06-400-007	11086 GALENA ROAD, BRISTOL 60512	
Monitoring 11	2086	Open Fence over four feet in height	17-Oct-24		28-Jan-25	03-17-102-004	2105 ROUTE 31,	
	2088	Monitoring Keeping a rooster on property	29-Oct-24		11-Dec-24	03-04-306-025	20 WYNDHAM DRIVE, MONTGOMERY 60538	BOULDER10
	2123	Monitoring Farm animals - goats are roaming on the lot freely without a fen	6-Jan-25		7-Jan-25	02-36-300-014	5626 MINKLER ROAD,	
	2126	Monitoring Scott and Paula Maxson continue to block traffic , due to loadin	12-Jan-25		14-Jan-25	03-04-377-038	81 Pueblo Road ,	
	2132	Monitoring car parked in the yard, not on an approved surface	28-Jan-25		28-Jan-25	03-04-428-009	171 TEALWOOD ROAD,	

PRE VIOLATION REPORT  
2023

9/7/2023	09-04-100-004	12130 McKenna Rd. Minnooka		Banquet Facility		Not enough evidence	10/5/2023	10/10/2023
9/13/2023	03-01-351-001	675 Route 30 Aurora		Life Safety regarding a fence		Not a life safety issue		9/21/2023
9/14/2023	01-29-452-007	16267 Grtswold Springs Rd.		Deck/Addition - No Permit		Notice to owner to contact us	11/2/2023	11/27/2023
9/14/2023	01-26-300-030	13600 Hale Rd. Plano		Addition to Garage & shed(s) - no permit		notice to owner to contact us/Not enough eviden	9/20/2023	1/22/2024
9/14/2023	01-35-100-009	13524 B Hale Rd. Plano		Inground pool - no permit		Notice to owner to contact us	9/20/2023	1/22/2024
9/14/2023	08-11-100-014	7701 Plattville Rd. Newark		Multiple Violations		10 Day Final Notice to Comply	9/18/2023	V23-012
9/26/2023	03-15-165-003	2373 Douglas Rd. Oswego		Possible business		No evidence of violation	9/20/2023	9/29/2023
9/26/2023	03-12-203-009	17 Gastville St. Aurora		Rooster, multiple chickens & ducks		No evidence of violations	9/26/2023	10/30/2023
9/26/2023	03-04-151-016	74 Fernwood Rd. Montgomery		Children & Roosters		Referred to KCHD-not a PBZ violation	9/26/2023	9/29/2023
9/26/2023		9155 Kennedy Rd.		Excessive Farm Animals		30 Day Warning Notice Reg & Cert	9/26/2023	7/23/2024
9/26/2023	05-26-200-006	10141 Church Rd. Yorkville		Junk & Debris, Inoperable Vehicles		Sent to Yorkville	8/1/2024	9/27/2023
9/27/2023	02-16-426-006	2560 Cannonball Trail Bristol		Construction without permit		Not enough evidence		10/2/2023
9/29/2023	03-04-378-031	66 Hubbard Way Montgomery		Building w/o permit / Multiple units		Removed	10/2/2023	10/30/2023
10/2/2023	03-04-453-033	84 Sheffield Rd. Montgomery		Inop Vehicle/Parking In Grass		Not enough evidence	10/3/2023	10/10/2023
10/3/2023	03-01-351-009	991 Harvey Rd. Oswego		Change In Occupancy w/o permit		Not enough evidence	10/5/2023	11/2/2023
10/4/2023	02-28-252-006	1101 McHugh Rd. Yorkville		Junk & Debris		30 Day Warning Notice Reg & Cert	10/5 & 10/11/23	11/13/2023
10/4/2023	06-03-251-002	2017 Devonshire Ct. Oswego		Occupied Camping Trailer		Occupied RV in R-1 zoning	10/5/2023	10/16/2023
10/10/2023	09-09-100-002	13039 McKenna Rd. Minnooka		Stormwater-fil- diesel tank location		MA	10/25/2023	7/8/2024
10/13/2023	03-05-426-011	22 Circle Dr E Montgomery		Pool - no Permit & too close to property line		Pool existing	10/27/2023	10/25/2023
10/25/2023	03-04-478-031	72 Eastfield Rd. Montgomery		Trailer parked in F/Yard setback		30 Day Warning Notice Reg & Cert	10/27/2023	12/15/2023
10/25/2023	08-04-100-017	NW corner Rt 47 & Newark Rd.		Noxious Weeds		Re-opened 8/28 file - Reg Letter sent MA	10/27/2023	4/15/2023
11/6/2023	03-04-378-018	81 Pueblo Rd. Montgomery		Trailer/RV parked in req front yard setback		30 Day Warning notice sent Reg & Cert	11/10/2023	1/4/2024
11/6/2023	03-09-152-006	230 Boulder Hill Pass Montgomery		Trailer/RV parked in req front yard setback		Trailer not present	11/10/2023	11/13/2023
11/6/2023	03-09-152-019	14 Ridgefield Rd. Montgomery		Trailer/RV parked in req front yard setback		Violation found - photos taken	11/10/2023	V24-001
11/6/2023	03-08-278-007	110 Circle Drive W Montgomery		Trailer/RV parked in req front yard setback		30 Day Warning notice sent Reg & Cert	11/10/2023	V24-003
11/6/2023	03-08-278-010	102 Circle Drive W Montgomery		Trailer/RV parked in req front yard setback		Trailer Removed	11/10/2023	11/13/2023
11/6/2023	03-04-152-013	22 Greenbrier Rd. Montgomery		Trailer/RV parked in req front yard setback				V24-006
11/6/2023	02-35-151-017	7821 Route 71 Yorkville		Fill in excess of 1 acre without permit		30 Day Warning Notice Reg - MA	11/10/2023	6/5/24-COURT
11/7/2023	02-17-226-004	2215 B Rt 47		Junk & Debris		30 Day Warning Notice Reg & Cert	11/10/2023	12/12/2023
11/8/2023	02-15-302-001	2 South St. Bristol		Illegal Towing /Mechanic Business in R-3 zoning		Letter requesting onsite meeting sent	11/12/2023	7/23/2024
11/14/2023	03-04-378-022	48 Hubbard Way Montgomery		Fire Investigation		Meeting 11/30 - 8:30am/ Applied for permit 1.4.24	11/12/2023	12/12/2023
11/14/2023	03-09-154-014	128 Circle Drive W Montgomery		Addition without permit		30 Day Warning Notice Reg & Cert	11/21/2023	1/22/2024
11/15/2023	05-04-178-006	53 Crooked Creek Dr. Yorkville		Crooked Creek		30 Day Warning Notice Reg & Cert	11/21/2023	V24-004
11/18/2023	06-05-153-005	79 Timberlake Trail E. Oswego		Illegal Business / Junk & Debris		30 Day Warning Notice Reg & Cert	12/22/2023	12/12/2023
11/21/2023	05-02-200-008	6410 Minnier Rd. Yorkville		Fire Investigation 11/18 - Pole Barn		Demo Completed	12/1/2023	1/8/2025
11/21/2023	03-34-201-001	5020 Douglas Rd. Oswego		Dirt piles high along road			12/1/2023	9/6/2024
12/1/2023	09-09-100-020	13237 McKenna Rd. Minnooka		# of chickens on property and No coop in cold temps		2 coops - not able to determine #	12/1/2023	12/12/2023
12/6/2023	03-05-430-019	42 S Bereman Rd. Montgomery		Added 3 car garage - no permit		Not enough evidence	12/8/2023	V24-002
12/7/2023	06-02-177-007	1551 Cherry Rd. Oswego		Trailer parked in F/Yard setback		30 Day Warning Notice Reg & Cert	12/8/2023	1/11/2024
12/12/2023	05-04-300-032	9630 Route 71 Yorkville		Addition - No Permit		BLH met with owner	12/8/2023	1/24/2024
12/13/2023	06-01-100-008	902 E Plainfield Rd. Oswego		Horse in R-3 zoning & illegal building		Horse not observed-shldg has permit/Permit n/a	1/4/2024	12/13/23 & 1/22/24
12/22/2023	03-04-152-012	24 Greenbrier Rd. Montgomery		Roofing Business		Roofing / Construction business in R3 zoning	1/4/2024	1/29/2024
12/22/2023	03-05-280-005	49 Bravard Rd. Montgomery		Semi Parking		No Evidence	1/4/2024	1/4/2024
12/22/2023	03-04-307-018	20 Longbeach Rd. Montgomery		Semi Parking		No Evidence	1/4/2024	1/4/2024
12/22/2023	03-04-302-002	49 Circle Drive E. Montgomery		Junk & Debris		No Junk & Debris	1/4/2024	1/4/2024



## Historic Preservation Organization Meeting

The Kendall County Historic Preservation Commission would like to invite you to a meeting on **February 19, 2025, at 5:30 p.m.**, at the Community Center of the Plano Stone Church, at 320 S. Center Street, Plano. The purpose of this meeting is to explore collaborative opportunities between historic preservation groups in Kendall County and to receive updates on the activities of local historic preservation groups.

Guest speakers include Blake J. Smith from the Community of Christ, discussing the history of the Plano Stone Church, including a tour of the Plano Stone Church, which is on the National Register of Historic Places. Also, Benn Joseph, from Northwestern University Libraries, will discuss the Tribune Experimental Farm formerly located at Silver Springs State Park.

Discussion will also occur regarding the historic structure surveys of unincorporated Na-Au-Say and Seward Townships.

The Commission is also looking for nominees for the 2025 Kendall County Historic Preservation Awards.

Please RSVP to Matt Asselmeier at [masselmeier@kendallcountyil.gov](mailto:masselmeier@kendallcountyil.gov) or 630-553-4139 by **February 12, 2025**. Any questions or requests for additional information should also be sent to Mr. Asselmeier.



# Permit Summary by Category

## Kendall County

Permit Category	Count	Estimated Cost	Permit Fees	Land Cash
House	3	\$1,795,000	\$18,190	\$9,490
Accessory Buildings	5	\$291,601	\$600	\$0
Additions	1	\$50,000	\$0	\$0
Remodeling	2	\$35,000	\$620	\$0
Barns/Farm Buildings	1	\$145,000	\$0	\$0
Swimming Pools	1	\$300,000	\$0	\$0
Demolitions	1	\$0	\$0	\$0
Electrical Upgrades	1	\$14,006	\$150	\$0
Solar	2	\$53,499	\$550	\$0
	17	\$2,684,106	\$20,110	\$9,490

Jan 2024 - 3 Houses  
14 Total Permits



**Permit Summary by Category by Month**  
**Kendall County**

<b>Permit Category</b>	<b>Total</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
House	3	3	0	0	0	0	0	0	0	0	0	0	0
Accessory Buildings	5	5	0	0	0	0	0	0	0	0	0	0	0
Additions	1	1	0	0	0	0	0	0	0	0	0	0	0
Remodeling	2	2	0	0	0	0	0	0	0	0	0	0	0
Barns/Farm Buildings	1	1	0	0	0	0	0	0	0	0	0	0	0
Swimming Pools	1	1	0	0	0	0	0	0	0	0	0	0	0
Demolitions	1	1	0	0	0	0	0	0	0	0	0	0	0
Electrical Upgrades	1	1	0	0	0	0	0	0	0	0	0	0	0
Solar	2	2	0	0	0	0	0	0	0	0	0	0	0
	17	17	0	0	0	0	0	0	0	0	0	0	0

# Permit Approval Date Report

## Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number	Owner Name	Property Address	Subdivision	Contractor Name
1/7/2025	012025012	01 House	04-02-227-005	HOGAN MICHAEL & SHERRY	6195 SOUTH WOODS CT YORKVILLE, IL 60560-	THE WOOD OF SILVER SPRINGS PHASE 2	JEFF HAZDRA HOMES & REMODELING
1/28/2025	012025017	01 House	06-07-374-002	ESCOBEDO LARRY & KELLY R	5778 CHAMPIONSHIP CT. YORKVILLE, IL. 60560	WHITETAIL RIDGE	JAKE MENARD
1/3/2025	012025007	01 House	05-12-226-003	BURNETT PTOSHIAA	6005 WHITETAIL RIDGE DR YORKVILLE, IL 60560-		
1/15/2025	012025015	01 House	02-23-303-012	PFLIPSEN DAVID & RASHIDA	26 TIMBER RIDGE DR. YORKVILLE, IL. 60560	TIMBER RIDGE SUB UNIT 1	ED SALOGA DESIGN BUILD
1/13/2025	032025024	03 Accessory Buildings	02-34-127-002	DEBOLT BRIAN & ARMELINDA	4 ACORN LN YORKVILLE, IL 60560-	FOX RIVER GARDENS	SAME AS OWNER
1/13/2025	032025021	03 Accessory Buildings	08-01-300-003	MACKENZIE MARK A			
1/31/2025	032025029	03 Accessory Buildings	02-15-327-004	BRUDERLE K CHARLES	88 BRISTOL RIDGE RD BRISTOL, IL 60512-		SELF
1/23/2025	032025026	03 Accessory Buildings	06-08-101-027	MORRIS PATRICK J & MICHELE R	7251 JOYCE CT OSWEGO, IL 60543-	GROVE ESTATES	
1/13/2025	042025022	04 Additions	07-16-400-006	MARTINEZ DAVID M & BOBBI JO	14560 TOWNHOUSE RD NEWARK, IL 60541-		
1/27/2025	052025028	05 Remodeling	02-21-151-004	GOSCINIAK TOMASZ	20 PATRICIA LN YORKVILLE, IL 60560-	RICHARDS BLACKBERRY ESTATES	
1/13/2025	052025023	05 Remodeling	02-34-127-002	DEBOLT BRIAN & ARMELINDA	4 ACORN LN YORKVILLE, IL 60560-	FOX RIVER GARDENS	SAME AS OWNER

Permit Approval Date Report  
Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number	Owner Name	Property Address	Subdivision	Contractor Name
1/8/2025	072025010	07 Commercial - B Zone	02-10-300-019	FOX VALLEY FAMILY YMCA INC	1520 N CANNONBALL TRL BRISTOL, IL 60512-		
1/28/2025	082025031	08 Barns/Farm Buildings	09-15-200-003	BEST BUDGET TREE SERVICE LLC	2241 ROUTE 52 MINOOKA, IL 60447-		
1/9/2025	152025019	15 Electrical Upgrades	06-13-129-004	JOHNSON RYAN A & JESSICA L	33 VIKING BLVD PLAINFIELD, IL 60586-	EVERGREEN GROVE UNIT HI - LITE ELECTRIC INC. 1	
1/27/2025	242025030	24 Solar	03-08-276-004	LOVELACE PATRICK M	4 FIELDPOINT RD MONTGOMERY, IL. 60538	BOULDER HILL UNIT 17	SUNRUN INSTALLATION
1/3/2025	242025016	24 Solar	03-08-202-014	CLEMENTI JOHN P & KAREN K	5 WESTLEIGH CT MONTGOMERY, IL 60538-	BOULDER HILL UNIT 14	INDEPENDENCE RENEWABLE ENERGY

## PLANNING BUILDING & ZONING RECEIPTS 2024

DATE	BUILDING FEES	ZONING FEES	LAND- CASH	OFFSITE ROADWAY	MONTHLY FY 2025	TOTAL FY 2025	MONTHLY FY 24	TOTAL FY 24
December	\$8,244.00	\$0.00	\$3,163.48	\$1,000.00	\$12,407.48	\$12,407.48	\$10,759.44	\$10,759.44
January	\$9,122.50	\$425.00	\$8,141.06	\$2,000.00	\$19,688.56	\$32,096.04	\$6,128.44	\$16,887.88
February							\$12,449.55	\$29,337.43
March							\$15,542.46	\$44,879.89
April							\$36,410.16	\$81,290.05
May							\$13,067.18	\$94,357.23
June							\$27,571.20	\$121,928.43
July							\$33,948.83	\$155,877.26
August							\$31,821.36	\$187,698.62
September							\$27,597.57	\$215,296.19
October							\$42,701.26	\$257,997.45
November							\$46,441.83	\$304,439.28
YR END TOTAL	\$17,366.50	\$425.00	\$11,304.54	\$3,000.00	\$32,096.04			