

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Wednesday, March 18, 2020 at 9:00 a.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
 - A. Proclamation Declaring March 22, 2020 as "Kendall Area Transit Day"
6. Public Comment
7. Consent Agenda
 - A. Approval of County Board Minutes from February 18, 2020
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$ 903,898.39
8. Old Business
9. New Business
 - A. Approval of a Resolution Extending the March 16, 2020 Proclamation of Disaster for Kendall County, Illinois through May 31, 2020
 - B. Approve Ratification of Collective Bargaining Agreement between Kendall County, Illinois the Kendall County Sheriff and the Illinois Fraternal Order of Police Labor Council (Patrol Deputies) effective December 1, 2019 through November 30, 2023
10. Elected Official Reports & Other Department Reports
 - A. Sheriff
 - B. County Clerk and Recorder
 - C. Treasurer
 - D. Clerk of the Court
 - E. State's Attorney
 - F. Coroner
 - G. Health Department
 - H. Supervisor of Assessments
11. Standing Committee Reports
 - A. Facilities
 1. Approval of the Assignment of Lease Between Kendall County, GRNE Solarfield 01 LLC, and Union Bank and Trust Company
 2. Approval of the Assignment of Rights in Solar Energy Power Purchase Agreement Between Kendall County, GRNE Solarfield 01 LLC, and Union Bank and Trust Company
 3. Approve contract with GC Electrical & Maintenance in the amount of \$19,550.00 for Electrical & Data improvements for the Animal Control Facility
 4. Approve Public Safety Center panel replacements by the Trane Co. utilizing US Communities Contract # USC15-JLP-023 Cooperative Quote Number: 30-10006-20-001, amount not to exceed \$62,100.00
 - B. Planning, Building & Zoning
 1. Approval of Petition 19-34 –Request from Ron Smrz on Behalf of the Bank of Lyon Trust for a Special Use Permit for a Storage of Motor Vehicles, Boats, Trailers, and Other Recreational Vehicle Business at 7821 Route 71 (PIN: 02-35-151-003) in Oswego Township
 2. Approval of Petition 19-37 request from John Dollinger on behalf of Hansel Ridge, LLC for an amendment to the future land use map in the Land Resource Management Plan by changing the classification of the Northern 18.7 +/- acres of 195 Route 52 (PIN: 09-13-200-002) in Seward Township from Public/Institutional to Commercial
 3. Approval of Petition 19-38 request from John Dollinger on behalf of Hansel Ridge, LLC (current owner) and Jason Shelley on behalf of GoProBall, LLC (prospective buyer) for an amendment rezoning Northwestern 9.19 +/- acres of 195 Route 52 (PIN: 09-13-200-002) in Seward Township A-1 Agricultural to B-4 Commercial Recreation District
 4. Approval of a Resolution supporting Illinois Senate Bill 2466 pertaining to an amendment to the Counties Code regarding Special Use Permit Revocations
 - C. Highway
 1. Preliminary Engineering Services Agreement between Kendall County and Chamlin & Associates, Inc. in the amount of \$16,832 for preliminary engineering of the Lisbon Road Drainage Improvement; said funds to be taken from the Transportation Sales Tax Fund

2. Preliminary Engineering Services Agreement between Kendall County and Willett Hofmann & Associates, Inc. in the amount of \$43,200 for county bridge inspections for 2020 and 2021; said funds to be taken from the County Bridge Fund
 3. Preliminary Engineering Services Agreement between Kendall County and Engineering Enterprises, Inc. in the amount of \$147,980 for design of intersection improvements at Galena Road and Kennedy Road; said funds to be taken from the Transportation Sales Tax Fund
 - D. Health and Environment
 1. Approval of Kendall County 2020-2025 Solid Waste Plan
 12. Special Committee Reports
 - A. Kendall County 2020 Census Complete Count Commission
 - B. Northwest Water Planning Alliance
 13. Other Business
 14. Chairman's Report
 15. Public Comment
 16. Questions from the Press
 17. Executive Session
 18. Adjournment

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

COUNTY OF KENDALL, ILLINOIS
PROCLAMATION 20 - _____

PROCLAMATION DECLARING March 22, 2020 as
“KENDALL AREA TRANSIT DAY”

WHEREAS, March 22, 2020 is the 10th anniversary of the formation of Kendall Area Transit; and

WHEREAS, the Kendall County Board, local stakeholders, and the Voluntary Action Center of DeKalb County formed Kendall Area Transit on March 22, 2010; and

WHEREAS, Kendall Area Transit provides excellent and reliable general public transportation service for residents of Kendall County to locations throughout Kendall County and to medical and health-based offices outside of Kendall County; and

WHEREAS, Kendall Area Transit is able to continue to meet the transit needs of local residents through the combined efforts of Kendall County, City of Joliet, Village of Montgomery, Village of Newark, Village of Oswego, City of Plano, Village of Plainfield, Village of Plattville, City of Sandwich, the United City of Yorkville, and local social service agencies; and

WHEREAS, Kendall Area Transit is an integral part of the Kendall County Community, providing service to an ever-growing number of diverse riders, ensuring their access to vital goods and services by offering transit services to medical offices, retail stores, social service agencies, employment locations, educational institutions, public libraries, food pantries and more; and

WHEREAS, Kendall Area Transit will continue to serve as a leading transit entity in our community in the years to come;

NOW, THEREFORE I, Scott R. Gryder by virtue of the authority vested in me as County Board Chairman of the County of Kendall, Illinois do hereby proclaim that March 22, 2020, is “Kendall Area Transit Day.”

PRESENTED and ADOPTED by the County Board, this 18th day of March 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder



**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
February 18, 2020**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, February 18, 2020 at 9:00 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Elizabeth Flowers, Scott Gengler, Tony Giles, Judy Gilmour, Audra Hendrix (9:05 a.m.), Matt Kellogg, Matt Prochaska and Robyn Vickers. Members absent: None.

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

THE AGENDA

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

SPECIAL RECOGNITION

Chairman Gryder recognized Ray Vickery long time Seward Township Road Commissioner; presenting a plaque to Anne Vickery.

Chairman Gryder recognized John Schneider former Plumbing Inspector with Kendall County, happy 100th birthday.

RECESS

RECONVENE

Erin Aleman, Executive Director of CMAP updated the board with what they are doing to implement the 2050 plan.

PUBLIC COMMENT

John Purcell on behalf of the United City of Yorkville appreciates the cooperation with the county on projects such as Mill Road and the landscape and fencing for the solar plant.

CONSENT AGENDA

Member Cesich moved to approve the consent agenda of **A)** county board minutes from January 21, 2020; **B)** standing committee minutes; **C)** claims in an amount not to exceed \$1,506,964.90; **D)** One Year PM 1 & PM 2 Generator Service contract with Steiner Power Systems in the amount of \$9,576.05; **E)** Dewberry contract for additional A/E work for the County Office Building, County Board room project in the amount of \$11,000; **F)** Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois; **G)** Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed \$120.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item; **H)** Low bid of Gjovik Ford, Inc. in the amount of \$58,081.52 for the purchase of two pickup trucks; said funds to be taken from the County Highway Fund; **I)** Resolution appropriating \$750,000 of Motor Fuel Tax Funds for the improvement of Van Emmon Road from Woodland Drive to Cardinal Lane; **J)** Resolution appropriating \$210,000 of Motor Fuel Tax Funds for Maintenance of Highways under the Illinois Highway Code; **K)** Construction Engineering Services Agreement with HR Green, Inc. in the amount of \$90,866 for Phase 3 Engineering Services on the Eldamain Road Concrete Patching Contract; said funds to be taken from the Transportation Sales Tax Fund; **L)** Resolution Establishing a Prohibited Truck Route on Joliet Road from Lisbon Road to LaFarge Quarry; **M)** Resolution Providing for Spring Road Postings of Certain County Highways. Member Hendrix seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

C) COMBINED CLAIMS: ADMIN \$2,504.86; ANML CNTRL WRDN \$86.55; BEHAV HLTH \$682.15; CIR CLK \$2,526.49; CIR CRT JDG \$5,451.95; COMB CRT SVS \$157.91; COMM ACTN SVS \$58,977.24; COMM HLTH SVS \$4,121.21; CNTR SVCS AUDIT \$15,725.53; CRNR \$2,270.64; CORR \$21,089.38; CNTY ADMIN \$22,511.97; CNTY BRD \$43,985.24; CNTY CLK \$2,373.68; HIGHWAY \$732,582.14; CTY TREASR \$2,985.87; ELECTN \$60,803.08; EMA \$1,877.32; EMPL BFITS \$4,051.22; ENVIRO HLTH \$1,391.92; FCLT MGMT \$ 25,663.43; GIS \$10,815.33; JURY COMM \$5,250.76; MERIT COMM \$228.00; PBZ SNR PLAN \$3,954.46; PBZ \$1,830.48; PRSDG JDGE \$1,256.40; PROB SVS \$5,059.40; PRGM SUPP \$101.40; PUB DEF \$13,593.73; ROE \$7,068.24; SHF \$29,912.04; ST ATTY \$5,278.66; TECH \$6,789.71; TRSR \$1,921.83; UTIL \$711.71; VET \$2,106.40; SHF \$339,993.00; SHF \$7,392.65; SHF \$20,554.73; FP \$31,326.19

- D)** A complete copy of IGAM 20-10 is available in the Office of the County Clerk.
- E)** A complete copy of IGAM 20-11 is available in the Office of the County Clerk.
- F)** A complete copy of RESOLUTION 20-11 is available in the Office of the County Clerk.
- I)** A complete copy of RESOLUTION 20-12 is available in the Office of the County Clerk.
- J)** A complete copy of RESOLUTION 20-13 is available in the Office of the County Clerk.
- K)** A complete copy of IGAM 20-12 is available in the Office of the County Clerk.
- L)** A complete copy of RESOLUTION 20-14 is available in the Office of the County Clerk.
- M)** A complete copy of RESOLUTION 20-15 is available in the Office of the County Clerk.

NEW BUSINESS

Member Prochaska moved to postpone consideration of items 9 A and 9 B to the next county board meeting. Member Kellogg seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Baird updated the board on the \$98,000 savings for radios with the help of KenCom paying of the majority of it.

County Clerk

Revenue Report		1/1/2020-1/31/2020	1/1/2019-1/31/2019	1/1/2018-1/31/2018
Fund		Revenue		Revenue
CLKFEE	County Clerk Fees	\$719.00	\$575.50	\$756.00
MARFEE	County Clerk Fees - Marriage License	\$660.00	\$900.00	\$660.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$30.00
ASSUME	County Clerk Fees - Assumed Name	\$40.00		
CRTCOP	County Clerk Fees - Certified Copy	\$1,478.00		
NOTARY	County Clerk Fees - Notary	\$300.00		
MISINC	County Clerk Fees - Misc	\$60.00		
	County Clerk Fees - Misc Total	\$1,878.00	\$1,804.50	\$1,602.00
RECFEE	County Clerk Fees - Recording	\$25,008.00	\$18,973.00	\$25,112.00
	Total County Clerk Fees	\$28,295.00	\$22,253.00	\$28,160.00
CTYREV	County Revenue	\$26,196.50	\$29,256.25	\$31,026.25
DCSTOR	Doc Storage	\$14,516.00	\$11,580.50	\$15,012.00
GISMAP	GIS Mapping	\$45,990.00	\$19,542.00	\$25,344.00
GISRCD	GIS Recording	\$3,066.00	\$2,444.00	\$3,168.00
INTRST	Interest	\$25.96	\$28.23	\$50.26
RECMIS	Recorder's Misc	\$4,202.25	\$4,674.50	\$3,064.00
RHSP	RHSP/Housing Surcharge	\$12,942.00	\$10,359.00	\$13,608.00
TAXCRT	Tax Certificate Fee	\$1,160.00	\$1,760.00	\$1,520.00
TAXFEE	Tax Sale Fees	\$940.00	\$835.00	\$620.00
PSTFEE	Postage Fees	\$642.35	\$542.70	\$406.23

CK #				
18873	To KC Treasurer	\$137,976.06	\$103,275.18	\$121,978.74

County Clerk, Debbie Gillette informed the board that the Recorder's Office has implemented a Property Watch to help prevent property fraud. Ms. Gillette spoke about the election regarding early voting, ballot testing, electioneering, election judges, laptop training classes, and cyber security measures taken.

Treasurer

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

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES FOR TWO MONTHS ENDED 01/31/2020

<u>REVENUES*</u>	Annual <u>Budget</u>	2020 YTD <u>Actual</u>	2020 YTD <u>%</u>	2019 YTD <u>Actual</u>	2019 YTD <u>%</u>
Personal Property Repl. Tax	\$390,000	\$80,736	20.70%	\$12,717	3.44%
State Income Tax	\$2,300,000	\$393,674	17.12%	\$142,794	6.43%
Local Use Tax	\$700,000	\$153,981	22.00%	\$63,992	9.34%
State Sales Tax	\$550,000	\$120,763	21.96%	\$64,048	11.65%
County Clerk Fees	\$325,000	\$69,221	21.30%	\$24,485	7.53%
Circuit Clerk Fees	\$1,350,000	\$199,612	14.79%	\$8,507	1.06%
Fines & Foreits/St Atty.	\$300,000	\$54,444	18.15%	\$2,753	0.85%
Building and Zoning	\$68,000	\$14,152	20.81%	\$4,836	7.11%
Interest Income	\$200,000	\$27,944	13.97%	\$225	0.15%
Health Insurance - Empl. Ded.	\$1,266,656	\$185,739	14.66%	\$84,291	6.66%
1/4 Cent Sales Tax	\$3,105,000	\$525,456	16.92%	\$264,956	8.53%
County Real Estate Transf Tax	\$425,000	\$107,506	25.30%	\$29,438	6.93%
Federal Inmate Revenue	\$2,044,000	\$460,613	22.53%	\$0	0.00%
Sheriff Fees	\$170,000	\$53,975	31.75%	\$6,249	3.52%

TOTALS	\$13,193,656	\$2,447,817	18.55%	\$709,292	5.87%
Public Safety Sales Tax	\$5,324,000	\$910,343	17.10%	\$462,318	8.86%
Transportation Sales Tax	\$6,000,000	\$910,343	15.17%	\$462,318	9.25%

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

To be on Budget after 2 months the revenue and expense should at 16.66%

County Treasurer Jill Ferko stated that the auditors have been in and everything looks good. They are still working through issues with the new software; payroll conversion starts soon.

Coroner

Description	**	January 2020	Fiscal Year-to-Date	January 2019
Total Deaths		40	66	19/46
Natural Deaths		36	61	19
Accidental Deaths		3	3	0
Pending		1	1	0
Suicidal Deaths		0	1	0
Homicidal Deaths		0	0	0
Toxicology		7	8	0
Autopsies		6	7	0
Cremation Authorizations		24	38	11/28
Scenes Responded to:		Transported by Coroner's Office:		External Examinations:
9		7		3

**

(A):

- 01/07/2020 – Yorkville – 59yo, Male, Combined Ethanol and Nordiazepam Toxicity
- 01/10/2020 – Minooka – 22yo, Male, Injuries due to Motor Vehicle Collision
- 01/22/2020 – Oswego – 42yo, Male, Combined Ethanol, 4-ANPP (Despropionyl Fentanyl), Fentanyl, Acetyl Fentanyl and Mitragynine Toxicity

PERSONNEL/OFFICE ACTIVITY:

- On January 8, Coroner Purcell facilitated the 'Lights of Hope' support group for families and friends who have been impacted by an overdose related death.
- On January 16, Coroner Purcell attended the Adult Fatality Review Team meeting.
- On January 27-31, Chief Deputy Coroner Gotte attended the Lead Homicide Investigator Training in Homewood, IL.
- Throughout December, a total of 0 hours of community service hours were completed at the Kendall County Coroner's Office.

Supervisor of Assessment

Supervisor of Assessment Andy Nicoletti stated that they certified to the County Clerk and the 2020 senior exemption renewals are being prepared. They are calling those who they have not received notices from yet.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Petition 19-47

Member Prochaska moved to approve Petition 19 – 47 Request from Deb Chow on Behalf of Jade Restorations, Inc. (Current Owner) and D. Howard on Behalf of Bullmastiff Construction Company LTD. (Contractor) for Special Use Permits for a Kennel and Veterinary Establishment at the South 8.49 +/- Acres of PIN: 09-24-100-012 Located at the Northeast Corner of Ridge Road and Bell Road in Seward Township. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 20-01 is available in the Office of the County Clerk.

Highway

Caton Farm Road

Member Cesich moved to approve an Intergovernmental Agreement between the State of Illinois, Department of Commerce and Economic Opportunity and County of Kendall to accept \$100,000 for improvement of Caton Farm Road, and authorize County Engineer to sign Agreement. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 20-13 is available in the Office of the County Clerk.

County Engineer's Salary

Member Cesich moved to approve the resolution appropriating funds for the payment of the County Engineer's salary for the period 5-20-20 to 5-19-21 in the amount of \$128,750. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 20-16 is available in the Office of the County Clerk.

KC-TAP Applicants

Chairman Gryder announced successful KC-TAP applicants including Village of Minooka - \$50,000 for multi-use path; Village of Montgomery for shared use path - \$75,000; Village of Oswego for flashing crosswalk signs with advance warning beacon - \$7,500; and Oswegoland Park District for accessibility and safety upgrades on existing trail- \$30,000.

Facilities

Solar Project Update

County Administrator Scott Koeppel informed the board on the solar project, the City of Yorkville has approved the change in the special use permit to reduce the fencing requirement and the new landscaping plan.

Administration & Human Resources

Part-Time Administrative Assistant Job Description

Member Flowers moved to approve the Part-Time Administrative Assistant job description. Member Cesich seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Administrative Services Organizational Chart

Member Flowers moved to approve the Administrative Services organizational chart. Member Prochaska seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL COMMITTEE REPORTS

ISACo, NACO, UCCI and other County Organizations

Member Prochaska stated that ISACo will be meeting February 19 and 20 for legislative plan and proposals. UCCI will meet next week for legislative reception and NACO will hold the legislative conference at the end of the month.

Fox Valley Workforce Board

Member Hendrix reported that they met and discussed the plan for the board going forward and areas to focus on. They spoke about the trades.

Chairman's Report

Chairman Gryder informed the board that flag disposal boxes have been put out around the building.

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

Appointment(s)

Bob Stewart – Regional Planning Commission (Kendall Township) – 3 year term – Expires February 2023
Claire Wilson – Regional Planning Commission (Seward Township) – 3 year term – Expires February 2023

PUBLIC COMMENT

Anne Vickery spoke about the importance of the trades and that Illinois is a good place to work.

QUESTIONS FROM THE PRESS

Jim Wyman asked what KC-TAP stands for – Kendall County Transportation Alternative Plan for sidewalks and paths. Mr. Wyman asked what was going to be done with the deer in the area by the solar field. He asked what the cost of the salary of the Part Time Administrative Assistant was - \$15 per hour.

ADJOURNMENT

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

Approved and submitted this 7th day of March, 2020.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
MONDAY, MARCH 2, 2020**

Committee Chair Matt Kellogg called the meeting to order at 4:00 p.m.

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

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

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

Approve the February 3, 2020 Facilities Committee Meeting Minutes – There were no changes to the February 3, 2020 minutes; Member Cesich made a motion to approve the minutes, second by Member Gilmour.
With enough present members voting aye, the minutes were approved.

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

Member Cesich made a motion to amend the agenda to move item number three (3) under new business to be moved after the Public Comment. Member Gilmour second the motion. **All Aye. Motion approved.**

Public Comment – None

Old Business/Projects

1. *Animal Control Project* – Director Smiley reviewed the bid results and presented them to the Committee. Peter Perilla is the lowest bid and their reference check which came back excellent. Approval of the contract is on the County Board agenda for Tuesday March 3, 2020. Director Smiley also reported on current cost projections and reported the cleaning process of the garage has begun.
2. *Sally Port Elevator Controls Project* – Director Smiley reported the sump pump and electrical outlet have been installed and the lighting has been updated. Elevator passed re-inspection. **Project Complete.**
3. *Carpet Replacement Projects at the Courthouse* – Director Smiley reported the carpet is shipping the week of March 18th. Jim spoke with Judge Pilmer about installation the week of March 30th for installation. Jim is coordinating with the carpet vendor.
4. *Sign project for new Illinois Statute for Single Use Bathroom* – Director Smiley reported all signs but the courthouse bathrooms are installed. These signs were ordered for the wrong size by the supplier. Mr. Smiley stated the sign company is sending new frames at no charge, once received they will be installed.
5. *Public Safety Center Door Release Buttons* – Director Smiley reported the last release button was installed. **Project Complete.**
6. *Courthouse BCU Replacement Utilizing the U.S. Communities Contract* – Director Smiley approved the submittals for the BCU. Jim was informed materials should be received at any time and will schedule installation once received.

7. *Mutual Ground New Space at the Courthouse* – Director Smiley informed the Committee the mail equipment has been moved to the new location. The new sign was ordered, the office was repainted, and the furniture was moved in on February 21, 2020.
8. *Health Department Dental Office* – Per FM Committee direction, Director Smiley sent an email to the Health Department to set up a meeting with Dr. Tokars, Chair Kellogg, County Administrator Koeppel, and Director Smiley along with the Health Department's Finance Manager and a Health Department board member. The Health Department's response was they would be setting their own meeting with Kluber to discuss the proposal. Recently, Director Smiley called Kluber and was told there is no meeting currently scheduled. Director Smiley emailed Steve Curatti and Dr. Tokars for status and was informed the meeting would be set up with the Health Department through their Finance Department soon.

New Business/Projects

1. *Chair's Report*

- a. *Solar Project Update* – Arnie Schramel from Progressive Energy informed the committee the City of Yorkville granted the change to the fence and landscape. The Enterprise Zone is in the final completion stages. Discussion on GRNE Energy's request of Kendall County to review and enter into an assignment agreement. Motion by Member Cesich to have the State's Attorney's Office review the Assignment Agreement by GRNE Energy. Second by Member Gilmour. **All members present voting aye, Motion Carried.**
 - b. *CenterPoint Energy Sale & Effect on Current Contract* – Arnie Schramel from Progressive Energy informed the Committee CenterPoint Energy has been sold to Equity Energy Capital Partners. Mr. Schramel reported the contract will remain in place and will be honored by the new company. The committee requested Mr. Schramel to contact the new company and obtain in writing Kendall County's current contract and pricing will be honored.
 - c. *Forest Preserve Lease* – The approval the Lease, Pickerill House storage license and the Memorandum of Understanding (MOU) are on the March 3, 2020 County Board agenda. County Administrator Koeppel explained the License for the storage space at the Pickerill house amount needs to be reduced by \$500.00 to cover the Forest Preserve handling of short term rentals at the Historic Courthouse. A motion will be made at the meeting at the Forest Preserve and County Board meetings on Tuesday, March 3, 2020 to address this change. After passage of these documents an Intergovernmental Agreement (IGA) will need to be drafted for the handling of the room rentals by the Forest Preserve for Kendall County.
 - d. *County Board Room and Security Improvements Meeting* – Director Smiley submitted an updated floor plan for discussion and review of recently updated floor plans. Jim will make requested modifications and send to Dewberry. Mr. Smiley provided a guess of late June to July for the start of the remodeling of the County Boardroom.
2. *Public Safety Center Boiler & MZU #4 Controls Upgrade* – Director Smiley stated a preliminary price for budgeting was received at \$60,000.00 which was submitted and approved in the 2020 capital budget. When the project quote was received the amount was \$62,100.00. Chair Kellogg and Director Smiley said they knew of other projects in this fund source, that will come in less costly. The consensus of the committee is to move item to the March 18, 2020 County Board meeting for approval.

3. *Discussion and Approval of an IGA between Kendall County and Little Rock Township* – County Administrator Koeppel informed the committee Little Rock Township Commission approved to work with Kendall County to rehab the cemetery and have a long term relationship to maintain the cemetery. Discussion on insurance requirements, record keeping and equipment, labor use and consideration. The ideal time to start the cleanup process will be soon before spring blooms. Motion by Member Gilmour to have the State’s Attorney’s Office draft and Intergovernmental Agreement (IGA) between Kendall County and Little Rock Township. Second by Member Cesich. **All members present voting aye, Motion Carried.**
4. *Discussion of Sealcoating Bid and Joint Purchasing* – County Administrator Koeppel explained to the committee in an effort to save costs local municipalities have been partnering up and currently a sealcoating project is needed at Oswego and the Park District. Mr. Koeppel asked the committee if Kendall County is to become part of the joint project, whether the State’s Attorney’s Office should look at the contract prior to the bid or after. Chair Kellogg suggested the State’s Attorney’s Office review the RFP and contract in the best interest of all municipalities involved before the bid release instead of each city using their own attorney. The committee agreed with Chair Kellogg. Mr. Koeppel will inform Oswego of the committee’s decision to have the SAO review the bid packet and contract in the best interest for all involved before the release. Director Smiley is meeting with Fran at Highway to determine how much paving costs will be for planned 2020 projects. Once this is done Jim will have a better idea how much money would be available for seal coating, crack filling and stripping County parking lots.

Staffing/Training/Safety

- *Reportable Labor Hours* – Reports were included in the packet.

Other Items of Business

- *CMMS Charts* – Reports were included in the packet for:
 - Reported versus Completed Work Orders, Reported by Building Current Month
 - Work Orders by Work Type Current month
- Director Smiley received bids for the electrical work for the Animal Control project and requested to bring the winning bid to the March 18, 2020 County Board Meeting for approval. The committee approved the move.

Questions from the Media – None

Executive Session – None

Adjournment – Chair Kellogg asked if there was a motion to adjourn. Member Cesich made a motion to adjourn the meeting, second by Member Gilmour. **With all members present voting aye, the meeting adjourned at 5:01 p.m.**

Respectfully submitted,

Christina Wald
Administrative Assistant



MEETING MINUTES FOR MONDAY, FEBRUARY 24, 2020

Call to Order – The meeting was called to order by Committee Chair Amy Cesich at 8:30 a.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Elizabeth Flowers	Present		
Scott Gengler		8:32 am	
Matthew Prochaska	Here		
Robyn Vickers	Here		

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

Others present: Scott Koeppel, Laura Pawson, Jim Smiley

Approval of Agenda – Motion made by Member Flowers, second by Member Vickers to approve the agenda. **With four members in agreement, the motion carried by a vote of 5-0.**

Approval of Minutes – Motion made by Member Vickers to approve the minutes from January 22, 2020 second by Member Flowers. **With five members in agreement, the minutes were approved by a 5-0 vote.**

Monthly Reports

- **Census Log** – Laura Pawson reviewed the census log with the committee.
Dogs Available for Adoption: 4
Cats Available for Adoption: 1
- **Bite Report** – Ms. Pawson reviewed the Bite Report. The report indicated there were 10 bites for the month of January. Written report provided.
- **Operations Report** – Ms. Pawson reported there are no lingering animals as adoptions are steady. Ms. Pawson also stated the inmate program is working well.

Upcoming Events and Media:

- Oswego Police Officer with featured Pet video done every other Wednesday of the month
- Yorkville Police Officer with featured Pet video done every other Wednesday of the month
- Record Newspaper Pet of the Week Ad – “Arrow” – 1 year old male Chihuahua

- **Accounting Report** – Member Cesich requested a report to breakdown the sale of rabies tags individually of cats and dogs. Written report provided.

Old Business

- *Discussion of Feral Cat Program* – Ms. Pawson researched Boone County’s feral cat program and reported to the Committee Boone County refers their calls of feral cats to a 501C3 volunteer program. Ms. Pawson reported a feral cat program would work better without a county ordinance but a statute instead. Discussion continued on how the program will work with issuance of vouchers, working in unincorporated and/or city limits, working with a 501C3 group and partnering vets. Mr. Koepfel stated they don’t have a qualified 501C3 group at this time but are working with interested candidates.

New Business

- Discussion and Approval of Animal Control Facility Bid Results – Mr. Smiley reported the results of the HVAC Invitation to Bid. Mr. Smiley stated Peter Perella & Co. is the lowest bidder at \$74,200.00. Member Flowers made a motion to forward Approval of the HVAC Contract with Peter Perella & Co. to the full county board meeting on March 3, 2020 for approval. Second by Member Vickers. **With all members present voting aye, the motion carried.** Mr. Smiley explained the alternate bid for a split system in the HVAC project for an additional \$4,800.00. The consensus of the committee is to not include the split system at this time but to run the wiring for future addition. Director Smiley discussed the cost summary and projected timeline with the committee.
- Discussion of Adoption Fees and 72 Hour Policy – Discussion of the current adoption policy and fees. **Consensus of the committee is to maintain the current policy.**

Executive Session – Not needed

Action Items for the County Board – None

Action Items for the Committee of the Whole – HVAC contract

Questions from the Media – None

Public Comment – None

Adjournment – Member Flowers made a motion to adjourn the meeting, second by Member Gengler. **With five members present in agreement, the meeting was adjourned at 9:18 a.m.**

Respectfully Submitted,

Christina Wald
Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, February 27, 2020

Call to Order

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

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Scott Gryder	Here		
Audra Hendrix	Here		
Matt Kellogg	Yes		
Matthew Prochaska	Absent		

Approval of Agenda – Member Hendrix made a motion to approve the agenda, Member Gryder seconded the motion. **With four members present voting aye, motion passed by a vote of 4-0.**

Approval of Claims – Member Hendrix made a motion and Member Gryder seconded the motion to forward claims for approval to the County Board. **With four members voting aye, there was consensus to forward the claims to the County Board for final approval by a vote of 4-0.**

Department Head and Elected Official Reports - None

Items from Other Committees

Highway – Member Gryder noted an accident with a County owned bucket truck on Orchard and Galena Roads. Highway staff were preparing to clean snow off the traffic light and were rear-ended. Possible damage may be \$20,000. Kendall County deductible is \$10,000.

Animal Control – Member Cesich noted the HVAC bids for animal control came in good and less than expected. Staff is going through references of bidders.

Chairman Kellogg mentioned the Village of Oswego wanted to purchase a portable stage and was looking for 4-5 partners by March 12th. Discussion ensued around ownership of the stage by either the Village of Oswego or the Kendall County Fairgrounds who could provide storage with access to use for the contributing partners. The consensus was for Kendall County to donate 20% of the cost, not to exceed \$10,000.

Items of Business

- **Discussion of FY20 Financials.**

Ms. Caldwell stated that revenue amounts for Personal Property Replacement Tax has increased 535% over last year, State Income Tax has increased 176% over last year, Local Use Tax has increased 141% over last year, County Clerk Fees increased 183% over last year, Circuit Clerk Fees increased \$191,000 over last year.

Executive Session – Not needed

Questions from the Media – None

Items for the March 3, 2020 County Board Meeting

- *Approval of Claims in the amount of \$796,875.87*
- *Approval of Contribution of 20% of the total cost of the purchase of mobile stage in an amount not to exceed \$10,000*

Adjournment – Member Gryder made a motion to adjourn the Budget and Finance Committee meeting, Member Hendrix seconded the motion. **The meeting was adjourned at 5:45 by a 4-0 vote.**

Respectfully submitted,

Latreese Caldwell
Deputy County Administrator

COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING
County Office Building
111 W. Fox Street, Room 210; Yorkville
Monday, March 2, 2020

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

ROLL CALL

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

Others in Attendance: Matt Kinsey, Scott Koeppel

APPROVAL OF AGENDA – Motion made by Member Gengler second by Member Vickers to approve the agenda moving number 5 to after number 7. **With four members voting aye, the agenda was approved with changes by a 4-0 vote.**

APPROVAL OF MINUTES – Motion made by Member Gilmour, second by Member Gengler to approve the February 19, 2020 minutes. **With four members voting aye, the minutes were approved by a 4-0 vote.**

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- *Presentation of 2019 Worker's Compensation Liability & Property Insurance End of Year Review – Alliant* – Dane Mall and Dan Mackey with Alliant presented the year in review for the County. Mr. Mall highlighted the projects Alliant and staff focused on over the last fiscal year. The projects were as follows:
- Claims Review
 - Cyber Liability / Kencom standalone Policy assistance
 - TAPHI
 - Forest Preserve moved to stand alone policy with ICRMT
 - HIDTA Increased policy from \$1 to \$2 million
 - Safety tour of Health Department and Highway

Going into this year Alliant would like to continue to work with staff on Claim Review, introduce a new cost saving measure called Comp Core where a physician reviews

medical bills and focus on reducing loss control in the Sheriff's Office. Finally, Alliant will also work on conducting Drug and Alcohol training for Supervisors.

- *Discussion and Update of Codification RFQ* – Mr. Koeppel reported that 2 proposals were received for the RFQ process. Both are good proposals from reputable companies. One from the company that bought Sterling and the other Municode. Mr. Koeppel will have a side by side comparison and recommendation at the next meeting.

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

Information Technology- Mr. Kinsey listed several RFPs that are in the capital budget that he would like to put onto the website for bid. Once he has bid results he will return to the Committee with information. Mr. Kinsey also outlined a grant that he is working on with Clerk Gillette for a Cyber Security position. The hope is that this position would work specifically on elections, however during down times work on cyber security for the entire County. Mr. Koeppel noted that the County would need to pay for benefits for this position if the State awards the grant. Chair Flowers asked that this also go to the Finance Committee for discussion. Mr. Koeppel noted that if the grant were to be awarded Mr. Kinsey would come back to the Committee with a job description and revised org chart. This is an important issue as LaSalle County had a ransom ware attack over the last week. IT staff is very busy and there is no one dedicated the cyber security. **There was consensus to send the Cyber Security position to the Finance Committee for review of budget for the County to cover the cost of benefits for the position.**

Administration – Mr. Koeppel noted that Administration is working on filling two positions. First interviews are set for mid-March for the EMA Director position and a few candidates have been interviewed for the part time Administrative Assistant position.

EXECUTIVE SESSION - None

ITEMS FOR COMMITTEE OF THE WHOLE – None.

ACTION ITEMS FOR COUNTY BOARD – None

ADJOURNMENT – Member Gengler made a motion to adjourn the meeting, second by Member Gilmour. **With four members voting aye, the meeting adjourned at 6:10p.m.**

Respectfully Submitted,

Mera Johnson
Risk Management and Compliance Coordinator

HIGHWAY COMMITTEE MINUTES

DATE: March 10, 2020
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Scott Gryder, Amy Cesich and Matt Prochaska
STAFF PRESENT: Ginger Gates, John Burscheid and Fran Klaas
ALSO PRESENT: Ryan Sikes, Eric Rose and Kelly Farley

The committee meeting convened at 3:30 P.M. with roll call of committee members. Gilmour and Kellogg absent. Quorum established.

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

Motion Prochaska; second Cesich, to approve the Highway Committee meeting minutes from February 11, 2020. Motion approved unanimously.

Motion Cesich; second Prochaska to approve a Preliminary Engineering Services Agreement between Kendall County and Chamlin & Associates, Inc. in the amount of \$16,832 for preliminary engineering of the Lisbon Road Drainage Improvement; said funds to be taken from the Transportation Sales Tax Fund. Klaas described the proposed project. Gryder asked if this would help with flooding in Lisbon. Klaas did not think it would really help because the proposed improvement is all south of Joliet Road, while the flooding problems occur mostly north of Joliet Road. Cesich asked what the total cost of the project would be. Klaas did not know yet since none of the engineering had been completed. Gryder asked if it was a cost-saving move to hire Chamlin. Klaas indicated that the thought is was, since Chamlin is the municipal engineer for Lisbon. By roll call vote, motion approved unanimously.

Motion Cesich; second Prochaska to approve a Preliminary Engineering Services Agreement between Kendall County and Willett Hofmann & Associates, Inc. in the amount of \$43,200 for county bridge inspections for 2020 and 2021; said funds to be taken from the County Bridge Fund. Klaas stated that these routine bridge inspections are required by NBIS, and includes all work to comply with program requirements. By roll call vote, motion approved unanimously.

Motion Cesich; second Prochaska to approve a Preliminary Engineering Services Agreement between Kendall County and Engineering Enterprises, Inc. in the amount of \$147,980 for design of intersection improvements at Galena Road and Kennedy Road; said funds to be taken from the Transportation Sales Tax Fund. This agreement follows preliminary studies of the area around Galena Road, Kennedy Road, and Mill Road by Crawford, Murphy and Tilly. Gryder asked how long it will take to get this project done. Klaas reported that the engineering should only take about a year; and the project is currently scheduled for a 2021 letting. By roll call vote, motion approved unanimously.

Under Chairman's Report, Gryder discussed the idea of consolidating the intersections of Ashley Road and Minkler Road at Illinois Route 126. Klaas thought that this initiative was being driven by developer's requirements per City of Yorkville. He reminded committee members that there are no county highways involved in the proposed project, so the County's participation would

merely be as an advisor or facilitator, and not a financier. Prochaska indicated that the intersection consolidation is shown in the County's Land Resource Management Plan.

Under Other Business, Prochaska discussed the railroad underpass / overpass initiative, which provides \$5 billion per year for 5 years to these types of projects. He suggested that if there were any proposed projects, they could possibly be advanced through this program. They are currently discussing a 90/10 split on costs.

Klaas discussed some of the ongoing county projects, including the continuing environmental issues with the Eldamain Road Bridge. Gryder stated that he has talked to the County's lobbyist about Eldamain and we are going to have to proceed with additional work to get environmental approvals from IDNR.

Motion Prochaska; second Cesich to forward Highway Department bills for the month of March in the amount of \$181,475.94 to the Finance Committee for approval. By roll call vote, motion approved unanimously.

Returning to Other Business, Klaas reported that State's Attorney has completed all draft IGA's for the Transportation Alternative Program. These drafts have been sent to the appropriate municipal partners. He also reported that Grundy County would like to meet again to discuss items of mutual interest. This meeting will be hosted by Kendall County. He will send out a doodle poll to see what date works best for everyone.

Finally, he reported that in meetings with City of Yorkville, they have offered to pay 25% - about \$100,000 - for the cost of improvements to Fox Road as part of that proposed jurisdictional transfer. Klaas reminded members that in previous agreements with Newark, Millington and Plano, the transferring agency has not paid for the road improvements; but the County felt it was more important to achieve continuity of the county highway, rather than receive compensation. So Yorkville's offer is considerably more than what has been received in the past from other transfers. Committee discussed the idea of this transfer and other pending transfers and indicated that they were not opposed to moving forward with the Fox Road transfer. Prochaska asked if, besides Van Emmon Road, there were any other county highway extensions that were being considered for jurisdictional transfer. The only other roadway that might be a county highway extension was Rock Creek going into Plano. Klaas indicated that he has not done the research on that particular roadway to determine its status.

Motion Cesich; second Prochaska to adjourn the meeting at 3:55 P.M. Motion carried unanimously.

Respectfully submitted,

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

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

Action Items

1. Preliminary Engineering Services Agreement between Kendall County and Chamlin & Associates, Inc. in the amount of \$16,832 for preliminary engineering of the Lisbon Road Drainage Improvement; said funds to be taken from the Transportation Sales Tax Fund
2. Preliminary Engineering Services Agreement between Kendall County and Willett Hofmann & Associates, Inc. in the amount of \$43,200 for county bridge inspections for 2020 and 2021; said funds to be taken from the County Bridge Fund
3. Preliminary Engineering Services Agreement between Kendall County and Engineering Enterprises, Inc. in the amount of \$147,980 for design of intersection improvements at Galena Road and Kennedy Road; said funds to be taken from the Transportation Sales Tax Fund

COUNTY OF KENDALL, ILLINOIS
Kendall County Complete Count Census Commission
Thursday, March 5, at 4 pm
Meeting Minutes

CALL TO ORDER

The meeting was called to order by Chair Robyn Vickers at 4:00pm.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Robyn Vickers	Here		
Scott Gengler	ABSENT		
Ed Bugg	Here		
Christina Burns	ABSENT		
Rob DeLong	Here		
Becca Garcia	ABSENT		
Katelyn Gregory	Here		
Scott Gryder	ABSENT		
Lynette Heiden	ABSENT		
Bob Hausler	Here		
Cathy Kavanaugh	ABSENT		
Brent Lightfoot	ABSENT		
Chris Mehochko	ABSENT		

Others Present: Mera Johnson, Kendall County Administration

DETERMINATION OF QUORUM: There was not a quorum, however Chair Vickers updated the Committee.

COMMENTS FROM THE CHAIR: Chair Vickers outlined the events she and Ms. Johnson have been attending. Chair Vickers also indicated that the County received some promotional materials from the US Census Bureau that is available for distribution.

UPDATE ON GRANT EFFORTS: Ms. Johnson indicated that she ordered laptops and cell phones to assist with questionnaire response. Ms. Johnson also indicated that the County GIS Department is in contact with Census Bureau regarding new home. The boundaries are being updated frequently with new homes being added every few weeks. If a new home owner does not receive their Census letter they are advised to still complete the Census online with their new address. Ms. Johnson also updated the Committee on a faith based event, she is coordinating an event for the end of March.

OUTREACH EVENTS AND EFFORTS: Chair Vickers asked the Committee what other materials could be ordered, with the newly created Kendall Counts Census 2020 logo. The list of needed merchandise includes t-shirts, magnets, anti-bacterial sprays, pencils, straws. Ms. Johnson indicated that she will also receive additional free reusable bags and water bottles from the Census Bureau.

Chair Vickers asked about additional events that can be targeted. Member Gregory outlined a few events around Easter in Yorkville. Member Hausler asked about two locations in Plano that would be strategic in distributing information. Member Bugg explained about election voting sites and that materials can be placed in a different room and people can be directed to that room. Chair Vickers also mentioned a few events on School District 308 in the next week. Chair Vickers also indicated that she would be working with Libraries.

NEXT MEETINGS TO BE DETERMINED: Next meeting is scheduled for Thursday, April 2, 2020 at 4pm.

PUBLIC COMMENT: None

ADJOURNMENT – The meeting was adjourned at 4:31pm.

Respectfully Submitted,

Mera Johnson
HR Risk & Compliance Coordinator

Kendall County Clerk				
Revenue Report		2/1/20-2/29/20	2/1/19-2/28/19	2/1/18-2/28/18
Line Item	Fund		Revenue	Revenue
CLKFEE	County Clerk Fees	\$704.50	\$496.00	\$547.50
MARFEE	County Clerk Fees - Marriage License	\$870.00	\$570.00	\$570.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$45.00		
CRTCOP	County Clerk Fees - Certified Copy	\$1,817.00		
NOTARY	County Clerk Fees - Notary	\$235.00		
MISINC	County Clerk Fees - Misc	\$75.00		
	County Clerk Fees - Misc Total	\$2,172.00	\$1,903.99	\$1,671.50
RECREE	County Clerk Fees - Recording	\$24,920.00	\$17,163.00	\$18,116.00
	Total County Clerk Fees	\$28,666.50	\$20,132.99	\$20,905.00
CTYREV	County Revenue	\$22,806.50	\$19,285.75	\$19,782.25
DCSTOR	Doc Storage	\$14,573.50	\$10,034.00	\$11,018.50
GISMAP	GIS Mapping	\$46,230.00	\$16,950.00	\$18,610.00
GISRCD	GIS Recording	\$3,082.00	\$2,120.00	\$2,326.00
INTRST	Interest	\$17.38	\$21.53	\$12.54
RECMIS	Recorder's Misc	\$3,478.00	\$3,132.75	\$3,325.25
RHSP	RHSP/Housing Surcharge	\$12,681.00	\$8,928.00	\$9,855.00
TAXCRT	Tax Certificate Fee	\$1,160.00	\$1,440.00	\$1,120.00
TAXFEE	Tax Sale Fees	\$1,147.30	\$1,870.00	\$1,365.00
PSTFEE	Postage Fees	\$795.50	\$963.03	\$893.78
CK # 18895	To KC Treasurer	\$134,637.68	\$84,878.05	\$89,213.32
Death Certificate Surcharge sent from Clerk's office \$1660.00 ck # 18893				
Dom Viol Fund sent from Clerk's office \$145.00 ck 18894				

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

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR THREE MONTHS ENDED 02/29/2020

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2020 YTD Actual</u>	<u>2020 YTD %</u>	<u>2019 YTD Actual</u>	<u>2019 YTD %</u>
Personal Property Repl. Tax	\$390,000	\$80,736	20.70%	\$55,354	14.96%
State Income Tax	\$2,300,000	\$630,111	27.40%	\$350,855	15.79%
Local Use Tax	\$700,000	\$229,477	32.78%	\$131,725	19.23%
State Sales Tax	\$550,000	\$178,378	32.43%	\$167,708	30.49%
County Clerk Fees	\$325,000	\$97,516	30.00%	\$69,021	21.24%
Circuit Clerk Fees	\$1,350,000	\$311,427	23.07%	\$110,705	13.84%
Fines & Foreits/St Atty.	\$300,000	\$54,444	18.15%	\$40,698	12.52%
Building and Zoning	\$68,000	\$16,492	24.25%	\$11,239	16.53%
Interest Income	\$200,000	\$54,840	27.42%	\$64,326	42.88%
Health Insurance - Empl. Ded.	\$1,266,656	\$289,355	22.84%	\$274,706	21.71%
1/4 Cent Sales Tax	\$3,105,000	\$805,524	25.94%	\$788,320	25.39%
County Real Estate Transf Tax	\$425,000	\$133,703	31.46%	\$91,322	21.49%
Federal Inmate Revenue	\$2,044,000	\$617,040	30.19%	\$307,050	18.97%
Sheriff Fees	\$170,000	\$66,693	39.23%	\$36,945	20.83%
TOTALS	\$13,193,656	\$3,565,736	27.03%	\$2,499,972	20.68%
Public Safety Sales Tax	\$5,324,000	\$1,396,403	26.23%	\$1,373,739	26.32%
Transportation Sales Tax	\$6,000,000	\$1,396,403	23.27%	\$1,373,739	27.47%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 3 months the revenue and expense should at 24.99%

EXPENDITURES

All General Fund Offices/Categories	\$29,562,287	\$6,780,929	22.94%	\$6,367,431	22.27%
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Description	**	February 2020	Fiscal Year-to-Date	February 2019
Total Deaths		35	102	31/77
Natural Deaths		32	93	28
Accidental Deaths		1	4	0
Pending		1	1	3
Suicidal Deaths		1	2	0
Homicidal Deaths		0	0	0
Toxicology		3	11	4
Autopsies		3	10	4
Cremation Authorizations		23	61	17/45
Scenes Responded to:		Transported by Coroner's Office:		External Examinations:
5		5		2

**

(A):

1. 02/05/2020 – Oswego – 19yo, Male, Combined Drug (Fentanyl and 4-ANPP Despropionyl Fentanyl) Toxicity

(S):

2. 02/20/2020 – Oswego – 51yo, Male, Asphyxiation Due to Hanging

PERSONNEL/OFFICE ACTIVITY:

1. On February 5, Coroner Purcell facilitated the 'Lights of Hope' support group for families and friends who have been impacted by an overdose related death.
2. On February 5, Coroner Purcell provided case reviews with members of the Illinois Violent Death Reporting System (IVDRS) and Statewide Unintentional Drug Overdose Reporting System (SUDORS).
3. On February 13, Chief Deputy Coroner Gotte provided a presentation to the Law Enforcement Classes (AM & PM) at Indian Valley Vocational Center (IVVC).
4. Throughout February, a total of 5 hours of community service hours were completed at the Kendall County Coroner's Office.

THIS INSTRUMENT WAS PREPARED BY:

Walentine O'Toole, LLP
11240 Davenport Street
Omaha, NE 68154-0125
Attn: Michael F. Kivett

WHEN RECORDED MAIL TO:

Walentine O'Toole, LLP
PO Box 540125
Omaha, NE 68154-0125
Attn: Michael F. Kivett

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF LEASE

THIS ASSIGNMENT is made effective as of the ____ day of March, 2020, between **GRNE SOLARFIELD 01 LLC**, an Illinois limited liability company, whose address is 230 N. Hicks Place, Palatine, IL 60067-5305 (the "Borrower"), and **UNION BANK AND TRUST COMPANY**, a Nebraska state banking corporation, whose address is 3543 South 48th Street, PO Box 82535, Lincoln, NE 68501-2535 (the "Lender"), its successors and assigns.

WITNESSETH:

WHEREAS, the Borrower and the Lender have entered into a Loan Agreement dated March ____, 2020 (hereinafter called the "Loan Agreement"); and

WHEREAS, in accordance with the Loan Agreement, the Borrower has executed and delivered to the Lender:

(a) That certain Promissory Note dated March ____, 2020, in the original principal amount of \$1,800,000.00 executed and delivered by GRNE Solarfield 01 LLC, an Illinois limited liability company, to Lender, together with all renewals, extensions, modifications, consolidations and substitutions thereof; together with interest accruing thereon at the non-default rate of 5.15% per annum and the default rate of 16.00% per annum. Payments on the Note are to be made in accordance with the following payment schedule: in twelve (12) monthly payments of interest only and thereafter, quarterly payments of principal and interest, each in an amount calculated by Lender based upon a 72 month mortgage style amortization of the outstanding principal balance of the Promissory Note, such quarterly payments to commence on April 15, 2021 and on the 15th day of each quarter thereafter, together with such principal payments as are sufficient to reduce the unpaid principal balance to \$1,010,900.00 on or before March 15, 2022 and a final payment will be due on April 15, 2026 for all unpaid principal and all unpaid accrued interest not yet paid;

(b) That certain Promissory Note dated March ____, 2020, in the original principal amount of \$482,000.00 executed and delivered by GRNE Solarfield 01 LLC, an Illinois limited liability company, to Lender, together with all renewals, extensions, modifications, consolidations and substitutions thereof; together with interest accruing thereon at the non-default rate of 5.15% per annum and the default rate of 16.00% per annum. Payments on the Note are to be made in accordance with the following payment schedule: in twelve (12) monthly payments of interest only and thereafter, quarterly payments of principal and interest, each in an amount calculated by Lender based upon a 186 month mortgage style amortization of the outstanding principal balance of the Promissory Note, such quarterly payments to commence on April 15, 2021 and on the 15th day of each quarter thereafter and a final payment will be due on April 15, 2031 for all unpaid principal and all unpaid accrued interest not yet paid

(collectively the “Notes”); and

WHEREAS, the Notes and all other documents and instruments given by Borrower to evidence or secure repayment of the loans identified herein, including (without limitation) the Loan Agreement and any Loan Documents as defined therein are referred to in this Assignment as the “Loan Documents”; and

WHEREAS, Borrower is a party to that certain Site Lease for Solar Installation between the County of Kendall, Illinois, an Illinois unit of local government, as Lessor, and Borrower, as Lessee, dated March 6, 2018 on the leased premises as described on Exhibit “A” attached hereto and by this reference incorporated herein (“Leased Premises”).

WHEREAS, the Lender, as a condition to making the loan evidenced by the Notes, has required the execution of this Assignment.

NOW THEREFORE, in consideration of the premises, and in further consideration of the sum of One and No/100 Dollars (\$1.00) paid by the Lender to the Borrower, the receipt and sufficiency of which are hereby acknowledged, the Borrower does hereby grant, transfer, set over, assign and deliver to the Lender all of the Borrower's right, title and interest in, to and under the foregoing Site Lease for Solar Installation dated March 6, 2018 and all extensions, amendments, modifications, renewals and replacements of any thereof (collectively the "Lease"). The Lease is hereby transferred, set over and assigned to Lender and Lender is hereby granted the foregoing security interest in and to said Lease, for the purpose of securing:

- (a) Payment of all indebtedness evidenced by the Notes (including any amendments, extensions, renewals or replacements thereof), and all other sums evidenced by or arising under the Loan Agreement or other Loan Documents and of all sums payable by the Borrower hereunder; and
- (b) Performance and discharge of each and every obligation, covenant and agreement of the Borrower contained herein, in this Assignment, the Notes, the Loan Agreement, and in any other Loan Documents.

A. The assignment herein is granted upon the following terms and conditions:

1. Performance of Obligations Under the Lease. The Borrower agrees to promptly, faithfully and diligently observe, perform and discharge each and every term, condition, obligation, covenant and agreement which the Borrower is now, or hereafter becomes, liable to observe, perform or discharge under the Lease.

2. Actions Arising Out of the Lease. The Borrower shall, at the Borrower's sole cost and expense, appear in and defend any dispute, action or proceeding arising under, growing out of or in any manner connected with or affecting the Lease or the obligations, duties or liabilities of the Borrower thereunder, and to pay all costs and expenses of the Lender, including attorneys' fees (prior to trial, at trial and on appeal), in connection with any such dispute, action or otherwise incur costs or expenses, whether or not the Lender prevails therein.

3. Lender's Right to Perform. Should the Borrower fail to make any payment or to do any act as herein provided, then the Lender may, but without obligation to do so, without notice or demand to or upon the Borrower, and without releasing the Borrower from any obligation hereof, make or do the same in such manner and to such extent as the Lender may deem necessary or desirable to protect the security hereof, including specifically, without limiting its general powers, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender, and observing, performing and discharging all or any of the obligations, covenants and agreements of the Borrower in the Lease contained. In exercising any such powers, the Lender may pay its costs and expenses, employ counsel and incur and pay attorneys' fees (prior to trial, at trial and on appeal). The Borrower hereby grants to the Lender an irrevocable power of

attorney, coupled with an interest, to perform should the Borrower fail to make any payment or to do any act as herein provided, all of the acts and things provided for in this section and in Section C.2 hereof as the Borrower's agent and in the Borrower's name.

4. Borrower to Reimburse Lender. The Borrower agrees to reimburse the Lender, upon demand, for all sums expended by the Lender under the authority hereof, together with interest thereon at the Default Rate specified in the Notes from the date expended, and the same shall be added to the indebtedness evidenced by the Notes and shall be secured hereby and by the other Loan Documents.

B. The Borrower hereby covenants, represents and warrants to the Lender that:

1. Borrower's Authority. The Borrower has good right and lawful authority to grant, transfer, set over and assign, and Borrower has not executed any prior assignment or alienation of its rights, title and interest in, to and under the Lease or otherwise encumbered the Lease, except as provided under the other Loan Documents.

2. No Conflicting Agreements. The Borrower has not performed or committed any act or executed any instrument, and is not bound by any law, statute, regulation, order, mortgage, indenture, contract or agreement, which might prevent the Lender from operating under any of the terms and conditions hereof, or which would limit the Lender in such operation.

3. No Other Assignments. The Borrower has not executed or agreed to, shall not execute or agree to, and shall not permit to occur by operation of law any other assignment, alienation, pledge, encumbrance or transfer of any of its right, title or interest in, to or under the Lease.

C. It is mutually agreed that:

1. Present Assignment. This is a present, absolute, effective, irrevocable and complete assignment by the Borrower to the Lender of the Lease.

2. Lender Rights Upon Default. Upon or at any time after the occurrence of an Event of Default hereunder, under the Notes, under the Loan Agreement, or under any other Loan Document (after any notice requirements or cure period provided in the Loan Documents or mandated by law), the Lender may, at its option, but without obligation to do so, without notice to or consent of the Borrower, either in person or by agent, without regard for the adequacy of the security for the indebtedness secured hereby, the commission of waste or the solvency of the Borrower, with or without bringing any action or proceeding, by a receiver or trustee to be appointed by a court, enter upon, take possession of, maintain, manage and operate the Leased Premises, make, execute, enforce, modify, alter or cancel the Lease and do any acts which the Lender deems proper to protect the security hereof. The entering upon and taking possession of the Leased Premises shall not cure or waive any Event of Default or waive, modify or affect any notice of default under the Notes, the Loan Agreement, or under any other Loan Document.

3. Additional Rights of Lender. The Lender shall have the right, under this Assignment, to take possession of and use, subject to the terms of the Lease, the “System” (as defined in the Lease) and all other equipment and other personal property, books of account and records of the Borrower or its agents located at or related to the Leased Premises in connection with the Lender's occupancy, management and operation of the Leased Premises.

4. Lender Not a Partner. The Lender shall not be deemed to be a partner of, or a joint venturer with, the Borrower with respect to the Leased Premises or to be a participant of any kind in the management or operation of the Leased Premises. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Lease, or with respect to the Leased Premises or the inspection, maintenance or repair thereof, under or by reason of this Assignment, and the Borrower shall and does hereby agree to defend and indemnify the Lender against, and to hold it harmless from, any and all liability, loss or damage which the Lender may or might incur under the Lease, by reason of any death, personal injury or property damage occurring on or about the Leased Premises, or otherwise under or by reason of this Assignment and against and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of the terms, covenants or agreements contained in any Lease, or by reason of any such death, personal injury or property damage. Should the Lender incur any such liability, loss or damage under any Lease, by reason of any such death, personal injury or property damage, or under or by reason of this Assignment, or as a result of or in defending against any such claims or demands, then the amount thereof, including costs, expenses and attorneys' fees (including such costs, expenses and fees prior to trial, at trial and on appeal), together with interest thereon at the Default Rate specified in the Notes from the date incurred, shall be secured hereby and by the other Loan Documents, and the Borrower shall reimburse the Lender therefor immediately upon demand. Neither this Assignment, nor the exercise by the Lender of its rights hereunder, shall be deemed to constitute the Lender a mortgagee in possession of the Leased Premises, unless the Lender elects in writing to be so constituted.

5. Events of Default Under Loan Documents. If any Event of Default shall occur under the Notes, under the Loan Agreement, or under any other Loan Document or hereunder (after any notice requirements or cure period provided in the Loan Documents or mandated by law), then the Lender may, at its option, exercise any and all rights available to Lender hereunder or under the Loan Documents. All such remedies shall be cumulative and the exercise of one shall not preclude or prejudice the exercise of any other.

6. Release Upon Payment in Full. Upon payment in full of all indebtedness evidenced by the Notes or arising under the Loan Documents, this Assignment shall become and be void and of no further effect.

7. Construction According to Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and they are intended to be limited to the extent necessary so

that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the other terms hereof shall be in no way affected thereby. The Lender shall be entitled to all rights and remedies available hereunder, under the Notes, under the Loan Agreement, or under any other Loan Document, at law, in equity or under statute now and/or at the time of exercise thereof, even though such rights and remedies were not available on the date first above written, and all such rights and remedies may be exercised at any time and from time to time concurrently, separately, successively and in any order of preference, at the Lender's sole discretion.

8. Successors and Assigns. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, executors, administrators, personal representatives, legal representatives, successors and permitted assigns of the Borrower and the Lender.

9. Resort to Remedies. The Lender shall not be required to resort first to the rights under this Assignment or of the other Loan Documents before resorting to the rights of the other, and the Lender may exercise the rights under this Assignment and under the other Loan Documents concurrently or independently and in any order of preference, all rights and remedies of the Lender set forth herein, in the Notes, in the Loan Agreement, in the other Loan Documents, at law, in equity, under statute and by contract being cumulative. No failure by the Lender to avail itself of any of the terms, covenants or conditions of this Assignment for any period of time shall be deemed to constitute a waiver thereof. The Lender shall have the right to assign the Borrower's rights, title and interests in, to and under the Lease to any other or subsequent holders of the Notes or any participant therein, or to any person, party or entity which acquires title to the Leased Premises through foreclosure or otherwise, and any such assignees shall have all of the rights, remedies and powers provided to the Lender herein. All words and phrases used herein shall be construed to include the singular or plural number and the masculine, feminine or neuter gender, as may be appropriate under the circumstances.

10. Defined Terms. All capitalized terms not otherwise defined in this Assignment shall have the meanings given to them in the Loan Agreement.

11. Notices. All notices given under this Assignment shall be given and become effective as provided in the Loan Agreement.

12. Governing Law. This Assignment has been negotiated, executed and delivered in the State of Nebraska and shall be governed by and interpreted in accordance with the internal laws of the State of Nebraska (regardless of conflict of laws principles or the place of business, residence, location or domicile of the Borrower or any constituent principal thereof), except to the extent superseded by Federal law and to the extent that the procedural rules for the enforcement of remedies against the Lease and the Leased Premises are necessarily governed by Illinois law, and such application of Illinois law is not subject to waiver by Borrower.

Notwithstanding the foregoing choice of law provision: (a) the laws of Illinois shall govern the creation, perfection and priority of security interests upon real and personal property perfected by filing, possession or control in the State of Illinois, and the procedures regarding the enforcement by Lender of its foreclosure and other remedies with respect to such real and personal property; and (b) provisions of Illinois law shall apply in defining the legal requirements applicable to the Lease and the Leased Premises. However, the foregoing limited application of Illinois law and the fact that portions of the Loan Documents may include provisions drafted to conform to Illinois law are not intended in any way to derogate from the provisions set forth elsewhere in the Loan Documents designating Nebraska law as the governing law.

13. Headings. The headings or captions of the sections set forth herein are for convenience only, are not a part of this Assignment and are not to be considered in interpreting this Assignment.

IN WITNESS WHEREOF, the Borrower has caused this Assignment of Lease to be duly executed effective as of the day and year first above written.

GRNE SOLARFIELD 01 LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on March __, 2020, by _____, _____ of GRNE Solarfield 01 LLC, an Illinois limited liability company, on behalf of the Company.

(Signature of Notary Public)

(Seal)

This Instrument was drafted by:

Valentine O'Toole, LLP
11240 Davenport Street
Omaha, NE 68154-0125

EXHIBIT "A"

Legal Description

That Part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southwest Corner of the Tract conveyed to the Kendall County Public Building Commission by Trustee's Deed recorded November 17, 1989 as Document Number 896707; thence North 01°14'11" West, along the East Line of Rush-Copley Healthcare Center, 15.0 feet; thence North 88°29'47" East, parallel with the South Line of said Building Commission Tract, 12.50 feet for the point of beginning; thence North 88°29'47" East, parallel with said South Line, 615.74 feet; thence North 01°30'13" West, perpendicular to the last described course, 525.0 feet; thence South 88°29'47" West, parallel with said South Line, 600.79 feet; thence South 01°14'11" East, 22.17 feet; thence South 88°45'49" West, 12.50 feet; thence South 01°14'11" East, 502.89 feet to the point of beginning in the United City of Yorkville, Kendall County, Illinois.

CONSENT OF LESSOR

COMES NOW the County of Kendall, Illinois, an Illinois unit of local government (“Lessor”) and in accordance with the terms and conditions of that certain Site Lease for Solar Installation entered into between Lessor and GRNE Solarfield 01 LLC, an Illinois limited liability company (“Borrower”) dated March 6, 2018, on the Leased Premises defined in the foregoing Assignment of Lease, and does hereby consent to the foregoing Assignment of Lease granted to Union Bank and Trust Company, a Nebraska state banking corporation (“Lender”) for the purpose of securing the indebtedness evidenced by or arising under the Notes or other Loan Documents identified in the foregoing Assignment of Lease, and does hereby agree and covenant as to the following:

1. In the event of a breach or default of the Borrower’s obligations under the Assignment of Lease, the Notes or other Loan Documents (as defined in the Assignment of Lease) Lender may, at Lender’s request be substituted as the named lessee under said Lease, in place of Borrower, provided that Lender shall provide Lender’s written acceptance and adoption of all of the terms and provisions of the Lease.
2. In the event of any breach or default of the Borrower’s obligations under the Lease, the Lessor covenants and agrees to give Lender copies of any and all written notices given to Borrower in connection therewith, concurrently with the giving of such notices to the Borrower, and the Lessor shall afford Lender thirty (30) days from the date of any such written notice to cure any such breach or default (with, however, Lender having no obligation whatsoever to cure or attempt to cure such breach or default). The Lessor shall not commence any action to terminate the Lease prior to the expiration of said cure period.
3. In addition to, and without any limitation of the Lender’s rights, in the event the Lessor terminates the Lease for any reason whatsoever or in the event Borrower rejects the Lease in any bankruptcy or insolvency proceeding, the Lessor shall, upon written request by Lender made within thirty (30) days after receipt by Lender of written notice from Lessor or Borrower of such termination or rejection, as the case may be, enter into a new lease of the Leased Premises (as defined in the Lease) with Lender or any successor or assign of Lender, for the then remaining term of the Lease, on the same terms and conditions as the Lease. Concurrent with the execution of the new Lease, Lender shall cure all then existing monetary defaults under the Lease by Borrower of which the Lessor has given Lender prior written notice in accordance with Section 2 above and Lender shall commence and diligently prosecute to completion all non-monetary defaults of Borrower which may be cured by any party other than Borrower of which the Lessor has given Lender prior written notice in accordance with Section 2 above.
4. The Lessor represents and warrants to Lender that the Lease is in full force and effect and Lessor is unaware of any current condition constituting a default under the Lease or which would permit Lessor to terminate the Lease.
5. The Lessor hereby covenants and agrees that the Lease shall not be amended, modified, extended, renewed or restated without the prior written consent of Lender.

6. The Lessor acknowledges that Borrower has granted to Lender a security interest in the "System" (as defined in the Lease) and all other personal property, proceeds or products related thereto or derived therefrom, whether now owned or hereafter acquired by the Borrower. The Lessor hereby subordinates any lien or security interest (or claim arising therefrom) it may have in and to any "System Assets" (as defined in the Solar Energy Power Purchase Agreement dated March 6, 2018 entered into between the Lessor and Borrower) to any lien or security interest (or claim arising therefrom) of Lender in such System Assets; provided, however, that this subordination shall not prevent Lessor from exercising any right or remedy against Borrower to which Lessor may be entitled under the Lease or as may be provided by applicable law; nor shall it prevent Lessor from realizing upon any lien it may have on any System Assets, so long as Lessor recognizes Lender's prior rights, security interests and liens. Lessor further agrees to notify any purchaser of the Leased Premises, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing subordination of Lessor's lien or security interest (or claim arising therefrom), which shall be binding upon the successors and assigns of Lessor, and shall inure to the benefit of the successors and assigns of Lender. The Lessor further agrees to provide Lender, upon reasonable notice, with access to the Leased Premises in connection with Lender's exercise of its rights under the Assignment of Lease and the Lender hereby agrees to use due care during any period it is on the Leased Premises. Lender further agrees to defend with counsel of Lessor's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Lessor, its past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that Lender, its officers, employees and/or agents may sustain while accessing the Leased Premises.

Dated: _____, 2020

COUNTY OF KENDALL, ILLINOIS, an
Illinois unit of local government

By: _____
Name: _____
Title: _____

Union Bank and Trust Company, a
Nebraska state banking corporation

By: _____
Matthew Clare
Commercial Loan Officer

This instrument was drafted by:

Valentine O'Toole, LLP
11240 Davenport Street
Omaha, NE 68154-0125

ASSIGNMENT OF RIGHTS IN SOLAR ENERGY POWER PURCHASE AGREEMENT

This ASSIGNMENT OF RIGHTS IN SOLAR ENERGY POWER PURCHASE AGREEMENT (“Assignment”) is made effective as of the ____ day of March, 2020 by GRNE Solarfield 01 LLC, an Illinois limited liability company (“Borrower”) whose mailing address is 230 N. Hicks Place, Palatine, IL 60067-5305, to and for the benefit of Union Bank and Trust Company, a Nebraska state banking corporation (herein “Lender”), located at 3643 South 48th Street, PO Box 82535, Lincoln, NE 68501-2535.

NOW, THEREFORE, in consideration of Lender’s Agreement to advance the loans identified hereinbelow, and for other good and valuable consideration, it is hereby represented and agreed as follows:

1. **Borrower’s Representations.** The Borrower represents and warrants that:

(a) Borrower and the County of Kendall, Illinois previously entered into that certain Solar Energy Power Purchase Agreement dated March 6, 2018 pursuant to which Borrower agreed to install, finance, own and operate a solar energy facility and the County of Kendall, Illinois, agreed to purchase from Borrower all of the energy output generated by such solar energy facility during the term thereof (all right, title and interest of Borrower in and to the Solar Energy Power Purchase Agreement, including the right to receive any “energy payments” and any other proceeds or products thereof, shall be collectively referred to herein as the “Collateral”); and

(b) Borrower has the full power, right and authority to enter into this Assignment and the provisions of this Assignment do not conflict with or result in a default under any agreement or other instrument binding upon Borrower and do not result in a violation of any law, regulation, court decree or order applicable to Borrower; and

(c) The Borrower has not, and will not, sell, assign, transfer, encumber or otherwise dispose of the Borrower’s rights in the Collateral except as provided in this Assignment.

2. **Assignment of Collateral.** Borrower does hereby assign all of Borrower’s rights, title, interest and ownership in and to the Collateral, as security for (a) that certain Promissory Note executed by Borrower dated March ____, 2020 in the original principal amount of \$482,000.00 and payable to the order of Lender; (b) that certain Promissory Note executed by Borrower dated March ____, 2020 in the original principal amount of \$1,800,000.00 and payable to the order of Lender (collectively “Notes”). This Assignment shall secure all indebtedness evidenced by the promissory notes together with all interest accruing thereon and other charges arising thereunder. For purposes of this Assignment, the foregoing promissory notes, together with all modifications, renewals, extensions and refinancings thereof and substitutions therefor shall be collectively known as the “Notes”. This Assignment is upon the following terms and conditions:

2.1 The Borrower represents and warrants that the Collateral is validly existing and that the Borrower's interest in the Collateral as of the date hereof is not subject to any claim, setoff, lien or encumbrance of any nature.

2.2 Neither this Assignment nor any action or inaction on the part of Lender shall constitute an assumption on the part of Lender of any obligations under the Collateral and the Borrower shall continue to be liable for all obligations thereunder, the Borrower hereby agreeing punctually to perform all obligations under the Collateral and to suffer or permit no default to exist thereunder. The Borrower agrees to hold Lender and its stockholders, directors, officers, employees, agents and representatives harmless from and against any liability, claim, damage, loss, cause of action or cost (including but not limited to, reasonable fees and disbursements of legal counsel) resulting from any failure of the Borrower so to perform. Lender shall have no duty, responsibility or liability to protect or maintain the value of the Collateral, to preserve any rights relating to the Collateral, or pursue any rights relating to the Collateral.

2.3 This Assignment shall constitute a perfected, absolute and present assignment to Lender, provided, so long as there shall exist no default under the Notes or any other agreement, document or instrument given as evidence of or security for such indebtedness (herein collectively the "Loan Documents") or a default by the Borrower under the Collateral, Borrower shall be entitled to receive all payments derived from the Collateral. In the event of any default on the part of Borrower on the Notes or other loan documents evidencing or securing the indebtedness evidenced by the Notes (the Notes and such other loan documents shall be collectively referred to as the "Loan Documents") or any event of default on the part of Borrower under the Collateral, Lender may, subject to the giving of any applicable notice of right to cure or default, exercise all rights of Borrower in and to the Collateral, without further notice or demand to Borrower.

2.4 In the event of any such default at any time, subject only to the giving of any applicable notice of right to cure or default, Lender, in its own name or in the name of the Borrower, may, but shall not be obligated, to do any one or more of the following: (a) collect by legal proceedings or otherwise all payments, distributions and other sums now or hereunder payable upon or on account of such Collateral; (b) make any compromise or settlement it deems desirable or proper with reference to Collateral; (c) cause the Collateral to be transferred to its name or to the name of its nominee, but such transfer shall not be deemed to be in satisfaction of the indebtedness evidenced by the Notes or arising under any other Loan Documents; and (d) exercise, as to such Collateral all the rights, power or remedies of the "Seller", whether or not title thereto is transferred.

2.5 Assignor hereby covenants and agrees:

- a. Not to execute any other assignment of Assignor's interest in the Collateral;
- b. Not to alter, amend or modify its rights to the Collateral without prior written consent of Lender, which consent Lender may give or withhold in its sole discretion;

- c. Not to release or forego Assignor's right to the Collateral without the prior written consent of Lender, which consent Lender may give or withhold in Lender's sole discretion; and
- d. To promptly deliver to Lender true and correct copies of all notices or other documents or communications received by Assignor with regard to or relating in any way to the Collateral.

3. **Application of Proceeds.** The proceeds of the Collateral, and all sums received or collected by Lender from or on account of the Collateral, shall be applied by Lender in payment of expenses incurred by Lender in connection with any liquidation, sale, transfer or delivery of the Collateral, to the payment of any other costs, charges, attorney's fees or expenses incurred by Lender, including without limitation any such costs or attorney's fees incurred in connection with the enforcement of this Assignment and to the payment of indebtedness evidenced by the Notes or arising under the Loan Documents, or any part thereof, all in such order and manner as Lender, in its sole discretion, may determine.

4. **Power of Attorney.** The Borrower hereby irrevocably constitutes and appoints Lender as true and lawful attorney for the Borrower, in its name or the name of Lender or otherwise, to enforce all of the rights of the Borrower under the Collateral either in the name of the Borrower or in the name of Lender, provided, however, Lender shall have no obligation to do so.

5. **Assignment of Lender's Rights.** The rights of Lender under this Assignment may be assigned by it in connection with any assignment of the obligations of Borrower to Lender under the Notes or other Loan Documents and any such assignee shall be entitled to rely upon the representations, warranties and covenants herein made.

6. **Binding Effect.** This Assignment is binding upon the Borrower, as well as the Borrower's successors and assigns, and shall inure to the benefit of Lender and its successors and assigns, and is legally enforceable in accordance with its terms.

7. **Waiver.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment.

8. **Notices.** Borrower will promptly deliver to Lender all written notices, and will promptly give Lender written notice of any other notices received by it with respect to the Collateral.

9. **Further Action.** Borrower shall at any time, and from time to time, upon the written request of the Lender, execute and deliver such further documents and do such further acts as Lender may request to effect the purposes of this Assignment.

10. **Cumulative Remedies.** The rights and remedies provided in this Assignment are in addition to and not exclusive of any rights or remedies provided by law or in equity.

11. **Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances.

12. **Termination of Agreement.** This Assignment is, however, subject to the condition that if such Notes are paid in full according to their terms, then this Assignment is to be void, otherwise this Assignment to remain in full force and effect.

13. **Governing Law.** This Assignment has been negotiated, executed and delivered in the State of Nebraska and shall be governed by and interpreted in accordance with the internal laws of the state of Nebraska (regardless of conflicts of laws, principles or the place of business, residence, location or domicile of the Borrower or any constituent principal thereof) except to the extent superseded by federal law.

14. **Counterparts.** This Assignment may be executed in any number of counterparts by the parties to this Assignment. Each of said counterparts shall be deemed to be an original, and all such counterparts shall constitute but one and the same instrument.

15. **WAIVER OF JURY TRIAL.** THE BORROWER AND LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN AN ACTION OR PROCEEDING RELATING TO THIS ASSIGNMENT, ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. THE BORROWER AND THE LENDER EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date and year first above written.

Borrower:

GRNE Solarfield 01 LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

Lender:

Union Bank and Trust Company, a
Nebraska state banking corporation,

By: _____
Matthew Clare
Commercial Loan Officer

**ACKNOWLEDGMENT AND CONSENT TO ASSIGNMENT
OF RIGHTS IN SOLAR ENERGY POWER PURCHASE AGREEMENT**

COMES NOW the County of Kendall, Illinois, an Illinois unit of local government (the “County”) and hereby consents to the foregoing Assignment of Rights in Solar Energy Power Purchase Agreement effective March ____, 2020 (“Assignment”) entered into between GRNE Solarfield 01 LLC, an Illinois limited liability company (“Borrower”) and Union Bank and Trust Company (“Lender”) and does hereby acknowledge and agree as follows:

1. The County hereby recognizes and consents to the foregoing Assignment and recognizes the Lender’s enforcement of all rights and remedies available to Lender under the Assignment.

2. Upon notification from Lender of an event of default by Borrower under the Assignment, the County shall remit directly to Lender at 3643 S. 48th Street, PO Box 82535, Lincoln, NEA 68501-2535, all sums payable by the County pursuant to the foregoing Solar Energy Power Purchase Agreement. County shall incur no liability in acting on such notification and remitting direct payments and Lender hereby agrees to defend, with counsel of County’s own choosing, indemnify and hold harmless County against any claims, damages, penalties, interest, fees (including attorneys’ fees), and/or costs for any alleged liability that County may incur by remitting the direct payments.

3. In the event of a breach or default of the Borrower’s obligations under the Assignment, the Notes or other Loan Documents (as defined in the Assignment) Lender may, at Lender’s request be substituted in place of Borrower under the Solar Energy Power Purchase Agreement, provided that Lender shall provide Lender’s written acceptance and adoption of all of the terms and provisions of the Solar Energy Power Purchase Agreement.

4. In the event of any breach or default of the Borrower’s obligations under the Solar Energy Power Purchase Agreement, the County covenants and agrees to give Lender copies of any and all written notices given to Borrower in connection therewith, concurrently with the giving of such notices to the Borrower, and the County shall afford Lender thirty (30) days from the date of any such written notice to cure any such breach or default (with, however, Lender having no obligation whatsoever to cure or attempt to cure such breach or default). The County shall not commence any action to terminate the Solar Energy Power Purchase Agreement prior to the expiration of said cure period.

5. In addition to, and without any limitation of the Lender’s rights, in the event the County terminates the Solar Energy Power Purchase Agreement for any reason whatsoever or in the event Borrower rejects the Solar Energy Power Purchase Agreement in any bankruptcy or insolvency proceeding, the County shall, upon written request by Lender made within thirty (30) days after receipt by Lender of written notice from the County or Borrower of such termination or rejection, as the case may be, enter into a new Solar Energy Power Purchase Agreement with Lender or any successor or assign of Lender, for the then remaining term of the Solar Energy Power Purchase Agreement, on the same terms and conditions as the Solar Energy Power Purchase Agreement. Concurrent with the execution of the new Solar Energy Power Purchase Agreement, Lender shall cure all then existing monetary defaults under the Solar Energy Power Purchase Agreement by Borrower of which the County has given Lender prior written notice in

accordance with Section 4 above and Lender shall commence and diligently prosecute to completion all non-monetary defaults of Borrower which may be cured by any party other than Borrower of which the County has given Lender prior written notice in accordance with Section 4 above.

6. Lender shall have the right, but not the obligation, to assign its interest in the Solar Energy Power Purchase Agreement to a third party in connection with the exercise of Lender's rights under the Assignment, with reasonably prompt written notice to the County.

7. The County represents and warrants to Lender that the Solar Energy Power Purchase Agreement is in full force and effect and the County is unaware of any current condition constituting a default under the Solar Energy Power Purchase Agreement or which would permit the County to terminate the Solar Energy Power Purchase Agreement.

8. The County hereby covenants and agrees that the Solar Energy Power Purchase Agreement shall not be amended, modified, extended, renewed or restated without the prior written consent of Lender.

9. The County acknowledges that Borrower has granted to Lender a security interest in the "System" (as defined in the Solar Energy Power Purchase Agreement) and all other personal property, proceeds or products related thereto or derived therefrom, whether now owned or hereafter acquired by the Borrower. The County hereby subordinates any lien or security interest (or claim arising therefrom) it may have in and to any "System Assets" (as defined in the Solar Energy Power Purchase Agreement) to any lien or security interest (or claim arising therefrom) of Lender in such System Assets; provided, however, that this subordination shall not prevent the County from exercising any right or remedy against Borrower to which the County may be entitled under the Solar Energy Power Purchase Agreement or as may be provided by applicable law; nor shall it prevent the County from realizing upon any lien it may have on any System Assets, so long as the County recognizes Lender's prior rights, security interests and liens. The County further agrees to notify any assignee of Lender of the existence of the foregoing subordination of the County's lien or security interest (or claim arising therefrom), which shall be binding upon the successors and assigns of the County, and shall inure to the benefit of the successors and assigns of Lender. The County further agrees to provide Lender, upon reasonable notice, with access to the System and the Lender hereby agrees to use due care during any period it accesses the System. Lender further agrees to defend with counsel of County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from County, its past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that Lender, its officers, employees and/or agents may sustain while accessing the System.

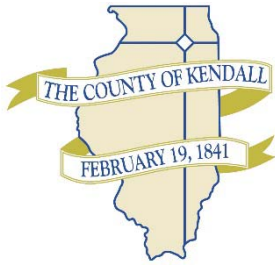
Dated: _____, 2020

COUNTY OF KENDALL, ILLINOIS, an Illinois
unit of local government

By: _____
Name: _____
Title: _____

Union Bank and Trust Company, a
Nebraska state banking corporation

By: _____
Matthew Clare
Commercial Loan Officer



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: March 9, 2020

Amount: N/A

Budget: N/A

Issue: Petition 19-34-Request from Ron Smrz on Behalf of the Bank of Lyon Trust for a Special Use Permit for a Storage of Motor Vehicles, Boats, Trailers, and Other Recreational Vehicle Business at 7821 Route 71 (PIN: 02-35-151-003) in Oswego Township

Background and Discussion:

Petitioners are requesting an A-1 Special Use to operate a storage of motor vehicles, boats, trailers and other recreational vehicle business.

The current version of the site plan was submitted after the Kendall County Regional Planning Commission meeting and before the Kendall County Zoning Board of Appeals meeting. Yorkville reviewed the most current proposal.

Two of the five Findings of Fact were made in the negative.

Record for Petition - <https://www.co.kendall.il.us/home/showdocument?id=5557>

Draft ordinance and summary memo attached.

Committee Action:

ZPAC-Approval (8-0-2); KCRPC-Denial (0-7-2); ZBA-Approval with Conditions (4-3); Oswego Township-No Comments; United City of Yorkville-Approval; Bristol-Kendall Fire Protection District-Concerns Expressed (See Attached Memo); PBZ Committee-Forward to COW with a Neutral Recommendation (4-0-1)

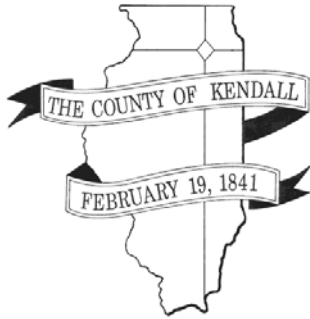
Staff Recommendation:

Approval with Conditions

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning Department

Date: March 10, 2020



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition 19-34**Ron Smrz on Behalf of Bank of Lyon Trust
A-1 Special Use – Storage of Motor Vehicles, Boats,
Trailers and Other Recreational Vehicles****INTRODUCTION**

Ron Smrz, on behalf of Bank of Lyon Trust, would like to establish a storage business for boats and RVs at the subject property. The amended site plan was created after the Kendall County Regional Planning Commission meeting. The Petitioner updated the site plan to reflect concerns expressed by neighbors.

The property was granted a special use permit for the retail sale of nursery stock through Ordinance 1985-10. This proposal will not impact the existing special use permit.

RECOMMENDATION

Staff recommends approval of the requested special use permit for a storage facility for motor vehicles, boats, trailers, and other recreational vehicles subject to the following conditions and restrictions:

1. The site shall be developed substantially in accordance with the submitted site plan, landscaping plan, and lighting plan. The light poles shall be a maximum fifteen feet (15') in height.
2. The operator(s) of the business allowed by this special use permit shall plant the vegetation identified in the landscaping plan; specifically, a minimum of twenty-two (22) evergreens that will be between approximately four feet and six feet (4'-6') in height at the time of planting will be installed by the end of May 2020.
3. One (1) non-illuminated sign may be installed on the subject property in substantially the location shown on the site plan.
4. Only non-motorized camp vehicles may be stored on the property. No cargo containers may be stored on the property.
5. The vehicles stored on the premises may be stored outdoors.
6. None of the vehicles stored on premises shall be considered agricultural equipment as they relate to the business allowed by this special use permit.
7. All of the vehicles stored on the premises shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
8. The hours of operation for the business allowed by this special use permit shall be daily from 6:30 a.m. until 9:00 p.m. The operator(s) of the business allowed by this special use permit may reduce these hours of operation. Lights related to the business allowed by this special use permit shall be off during non-business hours.
9. The maximum number of employees for the business allowed by this special use permit shall be two (2), including the business owners.
10. The operator(s) of the business allowed by this special use permit shall provide the Kendall County Sheriff's Department and Bristol-Kendall Fire Protection District with passcodes to the gate upon the request of these agencies.
11. The operator(s) of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.

12. The conditions and restrictions contained in Ordinance 1985-10 pertaining to the retail sale of nursery

stock shall remain valid, enforceable, and separate from the conditions and restrictions for the special use permit for a storage facility for motor vehicles, boats, trailers, and other recreational vehicles.

13. **The special use permit granted by this ordinance shall automatically be revoked when Ron Smrz relinquishes ownership of the property (Added by the ZBA).**
14. The operator(s) of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
15. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
16. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

ACTION SUMMARY

OSWEGO TOWNSHIP

Oswego Township was emailed the original information on September 24, 2019. The revised site plan was emailed on February 19, 2020.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT

The Bristol-Kendall Fire Protection District was emailed the original information on September 24, 2019. They submitted comments on January 31, 2020 expressing concerns regarding accessing the Knox Box, having fire extinguishers in place, electrical connections to keep vehicles warm or charged, fuel storage, and aisle width for emergency vehicles. The revised site plan was emailed on February 19, 2020.

UNITED CITY OF YORKVILLE

The United City of Yorkville was emailed the original information on September 24, 2019. The Yorkville Planning Commission reviewed the updated site plan at their meeting on February 12, 2020 and the Yorkville City Council reviewed the proposal at their meeting on February 25, 2020. Yorkville had no objections to the request.

ZPAC

ZPAC met on this proposal on October 1, 2019. Discussion occurred at that meeting regarding obtaining a variance to the Stormwater Management Ordinance. In the ensuing months, the Petitioner decided not to pursue the variance and amended the site plan to meet the requirements of the Kendall County Stormwater Management Ordinance. ZPAC reviewed the revised site plan at their meeting on January 7, 2020, and recommended approval of the proposal with no objections.

KCRPC

The Kendall Regional Planning Commission reviewed this proposal at their meeting on January 22, 2020. Six (6) neighbors expressed opposition to the proposal. They were concerned about increased lighting, traffic safety on Route 71, the desire to keep the area rural, leaks of motor vehicle related fuels and oils, the impact of leaks on local wells, a lack of screening or buffering, and concerns about abandoned vehicles on the property. Discussion occurred about the Scenic Route designation of Route 71 in this area. The suggestion was made to require that the lights be turned off during non-business hours of operation. The suggestion was made to not allow semis, cargo containers, or similar items to be stored on the property. The suggestion was made to have the special use expire when the Petitioner no longer lived on the property; the Petitioner was against this suggestion. It was noted that none of the existing special uses for this type of use in the A-1 District allow outdoor storage. The Kendall County Regional Planning Commission issued a negative recommendation on the proposal with all members present against the proposal; two (2) members were absent. Member Wilson and Chairman Ashton voted against the proposal because they wished that the Petitioner had talked to his neighbors at the beginning of the process. They felt the use was more appropriate in an industrial or business park. They were also concerned about potential leaks at the site.

ZBA

The Kendall County Zoning Board of Appeals started the public hearing on this proposal on January 27, 2020. At the Petitioner's request, the proposal was laid over until March. The Kendall County Zoning Board of Appeals continued the public hearing on March 2, 2020. Four (4) neighbors testified in opposition to the request. They were concerned about the area becoming less residential, less aesthetically attractive, light pollution, the potential for the proposed use to expand, unsanitary waste from trailers, and decreased property values. The Petitioner agreed to a condition that the special use permit would cease when he no longer owner the property. The Zoning Board of Appeals recommended approval, by a vote of four (4) in favor and three (3) in opposition, of the requested special use permit provided that a condition be added that the special use permit would end when the current owner no longer owns the property. Member Clementi dissented because of concerns about the environmental impacts and the proposed special use's location in relation to wetlands, forest preserve, Lyon Farm, and the need to preserve the area environmentally. She was also concerned about septic waste from trailers. She stated that the proposed use will substantially diminish property values. She also felt that the proposed use was inconsistent of the scenic route designation of Route 71 in this area. Member LeCuyer dissented because the Future Land Use Map calls for the subject property to be residential and the proposed use could negatively impact the property values of nearby properties. Chairman Mohr dissented because of the Land Resource Management Plan and setting the precedent for outdoor storage in other A-1 areas. He did not see the proposal helping anyone else except the Petitioner. All of the Zoning Board of Appeals members felt that property values would be negatively impacted by the proposal.

PBZ Committee

The Planning, Building and Zoning Committee reviewed this proposal at their meeting on March 9, 2020. Five (5) residents expressed opposition to the proposal. They reiterated the negative impacts of the proposal stated at the Kendall County Regional Planning Commission meeting and the Kendall County Zoning Board of Appeals meeting. The Petitioner noted that he changed the proposal to address the concerns of the County and neighbors. The Committee voted to forward the proposal to the Committee of the Whole with a neutral recommendation in order to give Committee members an opportunity to visit the site. One (1) member of the Committee was absent.

FINDINGS OF FACT

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

*That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. **The operation of the special use will not be detrimental to the public health, safety, morals, comfort, or general welfare provided that the operator of the business allowed by this special use permit develops the site according to the submitted site plan, follows the agreed upon hours of operation, and follows the Kendall County Inoperable Vehicle Ordinance, Kendall County Junk and Debris Ordinance, and related ordinances. The Board of Appeals approved this finding on a 6-1 vote; Member Clementi dissented.***

*That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. **The Board of Appeals said that the special use would be substantially injurious to the use and enjoyment of other property in the immediate vicinity and would diminish and impair property values; this finding was made on a 7-0 vote.***

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. **This is true. The Illinois Department of Transportation has not***

expressed any concerns regarding this use locating at this property. The business will not have any restroom facilities or drinking water facilities for patrons. The Petitioner will have to secure a stormwater management permit. **The Board of Appeals approved this finding on a 7-0 vote.**

*That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. This is true. **The Board of Appeals approved this finding on a 7-0 vote.***

*That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **The Board of Appeals rejected this finding by a 3-4 vote on the grounds that the proposed use was inconsistent with the scenic route designation and the area. Concerns were also expressed regarding the precedent of allowing outdoor storage on A-1 zoned property. Members Cherry, Clementi, LeCuyer, and Mohr voted against the positive finding.***

PHYSICAL DATA

ENDANGERED SPECIES REPORT

EcoCat submitted on June 6, 2019, as part of the Wetland Delineation Report and found the Fox River INAI Site and Yorkville Seep INAI Site in the area. The Petitioner submitted a formal EcoCat on December 23, 2019, and no negative impacts were foreseen.

NATURAL RESOURCES INVENTORY

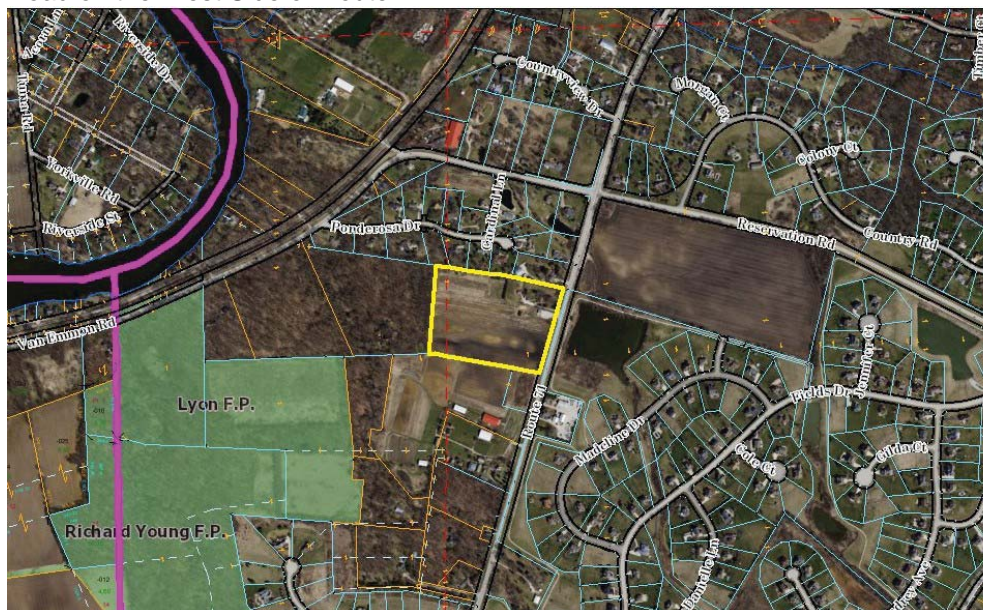
NRI application submitted on August 2, 2019. No NRI Report was submitted.

SITE INFORMATION

PETITIONER Ronald Smrz on Behalf of the Bank Lyon Trust

ADDRESS 7821 Route 71

LOCATION Approximately 0.15 Miles South of the Intersection of Route 71 and Van Emmon Road on the West Side of Route 71



TOWNSHIP Oswego

PARCEL # 02-35-151-003

LOT SIZE 17 +/- Acres; 1 +/- Acre for Special Use Permit Area

EXISTING LAND USE Agricultural/Farmstead/Landscaping Business

ZONING A-1 Agricultural District

LRMP	Current Land Use	Agricultural
	Future Land Use	Rural Residential (Max 0.6 Du/Acre)
	Roads	Route 71 is a State Highway Classified as an Arterial. Route 71 is also Classified as a Scenic Road at this Property.
	Trails	Yorkville has a Trail Planned Along Route 71.
	Floodplain/ Wetlands	There is a Farmable Wetland on the Property Consisting of Approximately 0.11 Acres.

REQUESTED ACTION A-1 Special Use to Operate a Storage of Motor Vehicles, Boats, and Recreation Vehicles

APPLICABLE REGULATIONS Section 7.01 D.50 – A-1 Special Uses – Permits 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 LRMP, having an all-weather surface, designed to accommodate loads of at least 73,280 lbs. 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 Agricultural District.

Section 13.08 – Special Use Procedures

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Single-Family Residential	R-3	Rural Residential (Max 0.6 DU/Acre)	A-1, A-1 SU, and R-3
South	Agricultural/Farmstead	A-1	Rural Residential/Open Space/Forest Preserve	A-1, A-1 BP, A-1 SU, and R-3 PUD
East	Single-Family Residential	A-1, A-1 SU, and R-3 PUD	Rural Residential	A-1, R-3 PUD, and RPD-2
West	Single-Family Residential and Wooded	A-1 and R-1	Rural Residential	A-1 and R-3

The special use permit to the north is for a campground. The special use permit to the east is for a landscaping business.

Lyon Farm is located south of the subject property.

The Richard Young and Lyon Forest Preserves are in the vicinity.

BUSINESS OPERATION

According to revised site plan, the Petitioner plans to offer rental space for fifty-one (51) parking stalls which is down from the two hundred (200) rental units in the original proposal. The proposed hours of operation are daily from 6:30 a.m. until 9:00 p.m.

Prospective renters would meet with the Petitioner at the property at a pre-arranged time to view the property, sign a contract, and receive their access code. The Petitioner plans to use the existing storage building as the office for the business.

The Petitioner and his wife would be the only employees of the business.

Following the Kendall County Regional Planning Commission meeting, the Petitioner was agreeable to not storing cargo containers.

BUILDING AND BUILDING CODES

No new structures are planned for the property. A new occupancy permit might be required for the existing storage building.

ENVIRONMENTAL HEALTH

The location of the well was shown on the proposed site plan south of the existing house. No bathrooms or potable water sources would be available to patrons of the storage business.

STORMWATER

The Petitioner indicated that the storage area would have a gravel base.

The site plan shows the proposed use to be away from the farmable wetland.

Following the Kendall County Regional Planning Commission meeting, the Petitioner agreed to only store non-motorized camp vehicles only, which would eliminate the concerns regarding motor vehicle related leaks.

ROAD ACCESS

The property fronts Route 71 and an existing access point off of Route 71 exists.

The Illinois Department of Transportation provided comments regarding this proposal. A new access permit will be required.

PARKING AND INTERNAL TRAFFIC CIRCULATION

Parking will occur in the gravel areas east of the existing building.

LIGHTING

The Petitioner provided a lighting plan showing six (6) new light poles, each fifteen feet (15') in height.

At the Kendall County Regional Planning Commission meeting, the Petitioner seemed agreeable to turning off the lights when the business was not operating.

SIGNAGE

The Petitioner plans to install a sign along Route 71. The sign must meet all of requirements of the Kendall County Zoning Ordinance and must not be illuminated.

LANDSCAPING

The Petitioner plans to remove the three (3) existing Norway Spruce trees. The Petitioner plans to plant twenty-two (22) evergreens that will be between approximately four feet and six feet (4'-6') in height at the time of planting. The evergreens will be placed to the west, south, and east of the parking area. The evergreens will be planted by the end of May 2020. A vegetative swale is also planned for south of the parking area.

SECURITY

The Petitioner indicated that the storage area will have a chain-link fence around the storage area. The fence is planned to be six feet (6') in height.

There will be a twenty foot (20') wide automatic gate on the east side of the storage area to control access to the area. The lock on the gate will be timed to prevent patrons from accessing the property during non-business hours. The gate will be adjacent to the shed.

A security monitoring system will also be installed with cameras on the shed.

The Petitioner agreed to provide the Sheriff's Department and Bristol-Kendall Fire Protection District with a passcode to access the gate.

NOISE CONTROL

No information was provided regarding noise control.

ODOR CONTROL

No new odors are foreseen.

LITTER CONTROL PLAN

While very little trash or litter is expected to be generated by the proposal, no plans for litter control were provided.

RELATION TO OTHER SPECIAL USES

If approved, this would be the seventh active special use permit for this type of storage in unincorporated Kendall County. The other storage special use permits in the A-1 are located at 16765 Hanson Road in Seward Township, 15028-15706 Church Road in Lisbon Township, 15475 Route 71 Newark, and 10744 Route 47. There are storage businesses located at Route 31 and Light Road and at 5498 Route 34; these businesses are located on properties with business zoning classification.

GENERAL

The Petitioner currently resides in the house on the property.

The Petitioner agreed that all items stored on the property would remain licensed and in good working order. The Petitioner agreed to follow the Kendall County Inoperable Vehicle Ordinance and the Junk and Debris Ordinance. The Petitioner also agreed that none of the vehicles stored as part of the special use permit would be for agricultural purposes.

The draft ordinance is provided.

ORDINANCE NUMBER 2020-_____

**GRANTING A SPECIAL USE PERMIT ON PROPERTY ZONED A-1 AGRICULTURAL FOR
STORAGE OF MOTOR VEHICLES, BOATS, TRAILERS, AND OTHER RECREATIONAL
VEHICLES ON 1.0 +/- ACRES AT 7821 ROUTE 71 AND IDENTIFIED BY PARCEL
IDENTIFICATION NUMBER 02-35-151-003 IN OSWEGO TOWNSHIP**

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

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

WHEREAS, Section 7.01.D.50 of the Kendall County Zoning Ordinance permits the operation of a storage of motor vehicles, boats, trailers, and other recreational vehicles business as a special use with certain restrictions in the A-1 Agricultural Zoning District; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural Zoning District and the portion of the property subject to the special use permit consists of approximately 1.0 acre located at 7821 Route 71 (PIN: 02-35-151-003) in Oswego Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property.”; and

WHEREAS, the subject property was previously granted a special use permit for the retail sale of nursery stock pursuant to Ordinance 1985-10; and

WHEREAS, the subject property is currently owned by the Bank of Lyon Trust as represented by Ronald Smrz and shall hereinafter be referred to as “Petitioner”; and

WHEREAS, on or about September 16, 2019, Petitioner filed a petition for a special use permit allowing the operation of a storage of motor vehicles, boats, trailers, and other recreational vehicles business at the subject property; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on January 9, 2020, the Kendall County Zoning Board of Appeals initiated a public hearing on January 27, 2020, at 7:00 p.m., and continued the public hearing to March 2, 2020, at 7:00 p.m. in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner presented evidence, testimony, and exhibits in support of the requested special use permit and zero members of the public testified in favor of the requested special use permit and four members of the public testified in opposition of the requested special use permit; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the special use permit with conditions as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated March 2, 2020, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact

and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a neutral recommendation of the requested special use permit with conditions; and

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

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

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for a special use permit allowing the operation of a storage of motor vehicles, boats, trailers, and other recreational vehicles business on the subject property subject to the following conditions:
 - A. The site shall be developed substantially in accordance with the attached site plan, landscaping plan, and lighting plan attached hereto as Exhibit C. The light poles shall be a maximum fifteen feet (15') in height.
 - B. The operator(s) of the business allowed by this special use permit shall plant the vegetation identified in the landscaping plan attached hereto as Exhibit C; specifically, a minimum of twenty-two (22) evergreens that will be between approximately four feet and six feet (4'-6') in height at the time of planting will be installed by the end of May 2020.
 - C. One (1) non-illuminated sign may be installed on the subject property in substantially the location shown on the site plan attached hereto as Exhibit C.
 - D. Only non-motorized camp vehicles may be stored on the property. No cargo containers may be stored on the property.
 - E. The vehicles stored on the premises may be stored outdoors.
 - F. None of the vehicles stored on premises shall be considered agricultural equipment as they relate to the business allowed by this special use permit.
 - G. All of the vehicles stored on the premises shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
 - H. The hours of operation for the business allowed by this special use permit shall be daily from 6:30 a.m. until 9:00 p.m. The operator(s) of the business allowed by this special use permit may reduce these hours of operation. Lights related to the business allowed by this special use permit shall be off during non-business hours.
 - I. The maximum number of employees for the business allowed by this special use permit shall be two (2), including the business owners.
 - J. The operator(s) of the business allowed by this special use permit shall provide the Kendall County Sheriff's Department and Bristol-Kendall Fire Protection District with passcodes to the gate upon the request of these agencies.
 - K. The operator(s) of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.

- L. The conditions and restrictions contained in Ordinance 1985-10 pertaining to the retail sale of nursery stock shall remain valid, enforceable, and separate from the conditions and restrictions for the special use permit for a storage facility for motor vehicles, boats, trailers, and other recreational vehicles.
 - M. The special use permit granted by this ordinance shall automatically be revoked when Ron Smrz relinquishes ownership of the property.
 - N. The operator(s) of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
 - O. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
 - P. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
3. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this special use permit.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 18th day of March, 2020.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

That part of the Northeast Quarter of Section 34 and part of the West Half of Section 35, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the angle point in the Southerly line of a subdivision known as "Ponderosa, Oswego Township, Kendall County, Illinois"; thence Easterly along said Southerly line and said line extended 1,000.21 feet; thence Southeasterly along a line forming an angle of $178^{\circ} 36' 34''$ with the last described course, measured clockwise therefrom 17.50 feet for the point of beginning; thence Southeasterly along the continuation of the last described course, 525.02 feet; thence Southeasterly along a line forming an angle of $176^{\circ} 15' 46''$ with the last described course, measured counter-clockwise therefrom, 572.30 feet to the center line of Illinois State Route No. 71; thence Southwesterly along said center line 716.28 feet to a point which is 2,617.14 feet Northeasterly of, measured along said center line and the extension thereof, the intersection of said extended center line and the South line of said Section 35, thence Northwesterly along a line which forms an angle of $95^{\circ} 02' 00''$ with the last described course, measured counter-clockwise therefrom, 929.88 feet; thence Westerly along a line which forms an angle of $166^{\circ} 45' 31''$ with the last described course, measured clockwise therefrom, 55.0 feet; thence Northeasterly 709.57 feet to the point of beginning, in Oswego Township, Kendall County, Illinois, and containing 17.055 acres.

Tax Identification Number: 03-35-151-003

Common Address: 7821 Route 71, Yorkville, Illinois 60560

Exhibit B

The Kendall County Zoning Board of Appeals approved the following Findings of Fact and Recommendation at their meeting on March 2, 2020.

FINDINGS OF FACT

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The operation of the special use will not be detrimental to the public health, safety, morals, comfort, or general welfare provided that the operator of the business allowed by this special use permit develops the site according to the submitted site plan, follows the agreed upon hours of operation, and follows the Kendall County Inoperable Vehicle Ordinance, Kendall County Junk and Debris Ordinance, and related ordinances. The Board of Appeals approved this finding on a 6-1 vote; Member Clementi dissented.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The special use would be substantially injurious to the use and enjoyment of other property in the immediate vicinity and would diminish and impair property values. The Board of Appeals approved this finding on a 7-0 vote.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. This is true. The Illinois Department of Transportation has not expressed any concerns regarding this use locating at this property. The business will not have any restroom facilities or drinking water facilities for patrons. The Petitioner will have to secure a stormwater management permit. The Board of Appeals approved this finding on a 7-0 vote.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. This is true. The Board of Appeals approved this finding on a 7-0 vote.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The proposed use was inconsistent with the scenic route designation and the area. If this special use permit was approved, a precedent would be established allowing outdoor storage on A-1 zoned property. The Board of Appeals approved this finding on a 4-3 vote. Members Cherry, Clementi, LeCuyer, and Chairman Mohr voted for the negative finding; Members Fox, Thompson, and Whitfield voted against the negative finding.

RECOMMENDATION

Approval with the following conditions and restrictions; Members Clementi, LeCuyer, and Chairman Mohr dissented:

1. The site shall be developed substantially in accordance with the submitted site plan, landscaping plan, and lighting plan. The light poles shall be a maximum fifteen feet (15') in height.
2. The operator(s) of the business allowed by this special use permit shall plant the vegetation identified in the landscaping plan; specifically, a minimum of twenty-two (22) evergreens that will be between approximately four feet and six feet (4'-6') in height at the time of planting will be installed by the end of May 2020.

3. One (1) non-illuminated sign may be installed on the subject property in substantially the location shown on the site plan.
4. Only non-motorized camp vehicles may be stored on the property. No cargo containers may be stored on the property.
5. The vehicles stored on the premises may be stored outdoors.
6. None of the vehicles stored on premises shall be considered agricultural equipment as they relate to the business allowed by this special use permit.
7. All of the vehicles stored on the premises shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
8. The hours of operation for the business allowed by this special use permit shall be daily from 6:30 a.m. until 9:00 p.m. The operator(s) of the business allowed by this special use permit may reduce these hours of operation. Lights related to the business allowed by this special use permit shall be off during non-business hours.
9. The maximum number of employees for the business allowed by this special use permit shall be two (2), including the business owners.
10. The operator(s) of the business allowed by this special use permit shall provide the Kendall County Sheriff's Department and Bristol-Kendall Fire Protection District with passcodes to the gate upon the request of these agencies.
11. The operator(s) of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
12. The conditions and restrictions contained in Ordinance 1985-10 pertaining to the retail sale of nursery stock shall remain valid, enforceable, and separate from the conditions and restrictions for the special use permit for a storage facility for motor vehicles, boats, trailers, and other recreational vehicles.
13. The special use permit granted by this ordinance shall automatically be revoked when Ron Smrz relinquishes ownership of the property.
14. The operator(s) of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business.
15. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
16. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

7821 US ROUTE 71
YORKVILLE, IL 60560
KENDALL COUNTY
JANUARY, 2020

LEGEND

----	PROPERTY BOUNDARY
----	EXISTING COUNTRY ROAD
----	EXISTING STORM SEWER
----	PROPOSED SANITARY SEWER LINE
----	EXISTING WATERMAIN
----	EXISTING UNDERGROUND ELECTRIC
----	EXISTING OVERHEAD ELECTRIC
----	EXISTING GAS SERVICE
----	EXISTING TELEPHONE
----	PROPOSED COUNTRY LINE
----	PROPOSED WATERMAIN
----	PROPOSED STORM SEWER
----	PROPOSED SANITARY SEWER LINE
----	PROPOSED GAS SERVICE LINE
----	PROPOSED VENT LINE
----	EXISTING FENCELINE
----	PROPOSED SLT FENCE
x 666.00	EXISTING SPOT SHOT
x 666.00	PROPOSED SPOT GRADE
EXIST	PROP
WATER	B-BOMB
	HORIZONTAL
	VALVE
	VALVE VAULT
STORM:	
	INLET-CURB
	INLET OR MANHOLE
	FLARED END SECTION
SANITARY:	
	CLEANOUT
	MANHOLE
B.O.W. MOVEMENT	UTILITY POLE
PROPERTY PIN	
	GUT WYE
CHISELED MARK	U-TURN
BENCHMARK	LIGHT POLE
FLAG & TICK	FLAG & TICK
SOL BORING	SOL BORING
OVERLAND RELIEF	OVERLAND RELIEF
FLOW DIRECTION	FLOW DIRECTION
	GAS VALVE

1. COVER SHEET
2. CIVIL SITE PLANS
3. GENERAL NOTES & DETAILS



Contractor and or sub-contractors shall verify locations of all underground utilities prior to digging. Contact J.U.L.E. (Joint Utility Locating for Excavators) at 1-800-892-0123 or dial 811.

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM VISIBLE FIELD AND EXISTING RECORDS, MAPS AND RECORDS SUPPLIED TO SURVEYOR. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM AVAILABLE INFORMATION. THE SURVEYOR HAS PHYSICALLY LOCATED VISIBLE STRUCTURES; HOWEVER, HE HAS NOT PHYSICALLY LOCATED THE UNDERGROUND LINES.

I, JOHN J. TEBRUGGE, A LICENSED PROFESSIONAL ENGINEER, PREPARED UNDER MY PERSONAL DIRECTION

I, JOHN J. TEBRUGGE, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY PERSONAL DIRECTION BASED ON AVAILABLE DOCUMENTS AND FIELD MEASUREMENTS FOR THE EXCLUSIVE USE OF THE CLIENT NOTED HEREON.

GIVEN UNDER MY HAND & SEAL THIS 24TH DAY OF JANUARY, 2020.



John J. Schupp
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
NO. 0062-041828 EXPIRES NOV. 30, 2021

COPYRIGHT © 2019 BY TEBRUGGE ENGINEERING
ALL RIGHTS RESERVED. NO PART OF THESE CIVIL ENGINEERING PLANS
MAY BE REPRODUCED, DISTRIBUTED, OR TRANSMITTED IN ANY FORM
OR BY ANY MEANS, INCLUDING PHOTOCOPYING, RECORDING, OR OTHER
ELECTRONIC OR MECHANICAL METHODS, WITHOUT THE PRIOR WRITTEN
PERMISSION OF TEBRUGGE ENGINEERING.

[illegible]

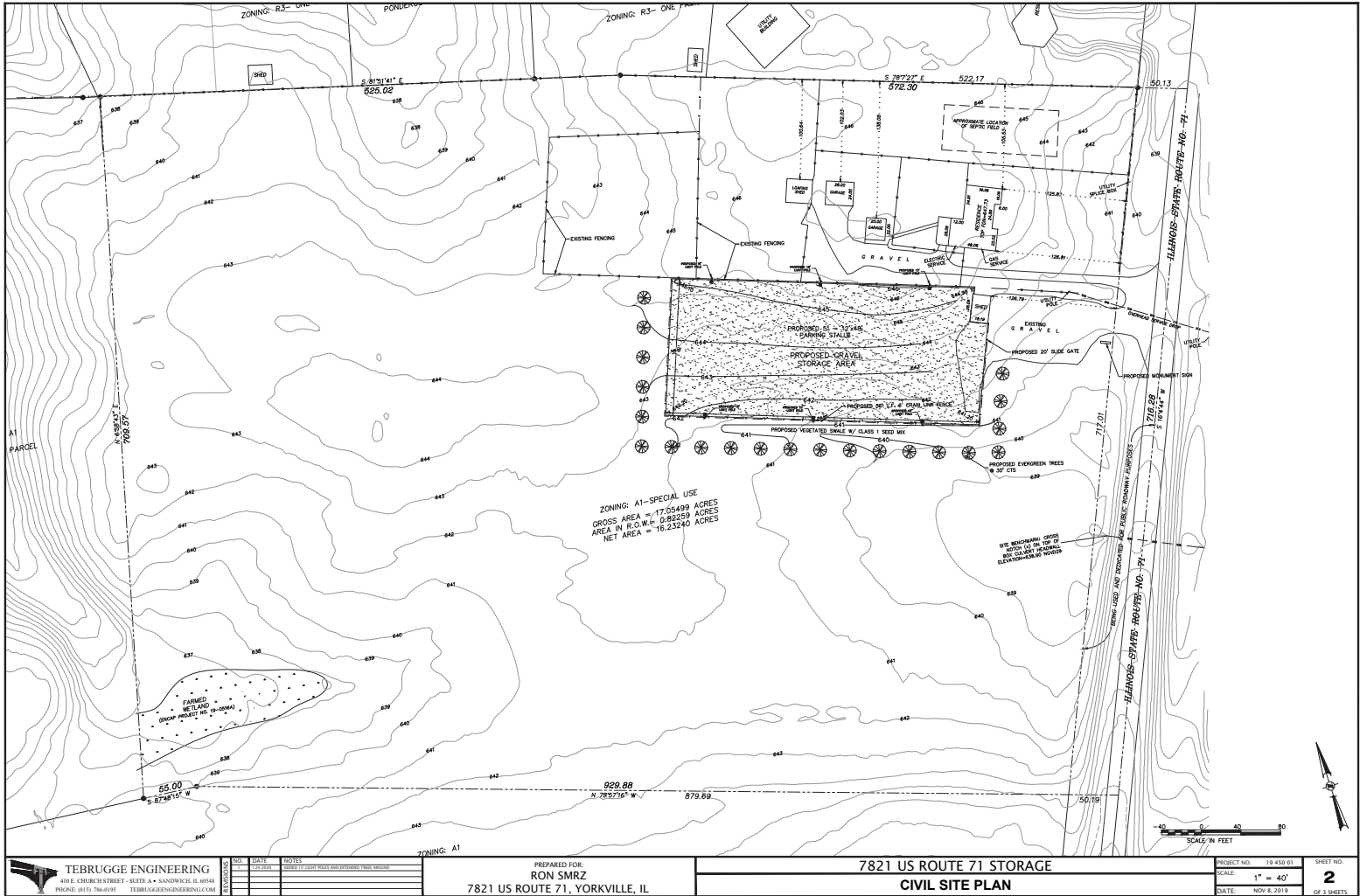
SITE BENCHMARK: CROSS
NOTCH (x) ON TOP OF
BOX CULVERT HEADWALL
ELEVATION=638.90 NGVD29

RON SMRZ
7821 US ROUTE 71
YORKVILLE, IL 60560
PHONE: (630) 774-1761

INFO@TEBRUGGEENGINEERING.COM
WWW.TEBRUGGEENGINEERING.COM

REVISIONS	NO.	DATE	NOTES
	1	7-24-2020	ADDED 15' LIGHT POLES AND EXTENDED TREES AROUND

Exhibit C



NO.	DATE	NOTES
1	11/8/2019	ADDED TO LIST OF EXISTING TREES
2		
3		
4		
5		
6		
7		
8		
9		
10		

PREPARED FOR:
RON SMRZ
7821 US ROUTE 71, YORKVILLE, IL

7821 US ROUTE 71 STORAGE CIVIL SITE PLAN

GENERAL CONDITIONS

- [illegible]

UNDERGROUND UTILITIES

- [illegible]

EASTWIND

- [illegible]

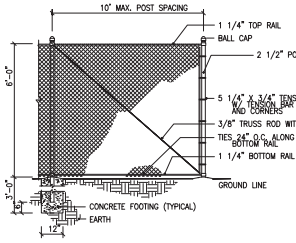
PAYING & WALKS

- WORK UNDER THIS SECTION SHALL INCLUDE FINAL SUBGRADE SHAPING AND PREPARATION; FORMING, JOINTING, PLACEMENT OF ROADWAY AND PAVEMENT BASE COURSE MATERIALS AND SUBSEQUENT BINDER AND/ OR FINISH COURSE PLACEMENT, FINISHING AND CURING OF CONCRETE FINAL CLEAN-UP, AND ALL RELATED WORK.
2. ALL PAVING AND SIDEWALK WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS (S.D.P.T.) AND PER LOCAL REGULATIONS.
3. SUBGRADE FOR PROPOSED PAVEMENT SHALL BE FINISHED BY THE EXCAVATION CONTRACTOR WITHIN SIX (6) INCHES OF FINISHED ELEVATION. THE PAVING CONTRACTOR SHALL SATISFY HIMSELF THAT THE SUBGRADE HAS BEEN PROPERLY PREPARED AND THAT THE FINISH TOP SUBGRADE ELEVATION HAS BEEN GRAD TO THE PROPOSED FINISH PAVEMENT ELEVATION. THE PAVING CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER AND ENGINEER IN WRITING FOR TOP FINISHING GRAD FOR BASE COURSE CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE PAVING CONTRACTOR TO OBTAIN THE FINISH GRAD FOR THE SUBGRADE TO BE USED FOR PLACEMENT OF PAVEMENT BASE MATERIALS. THE PAVING CONTRACTOR SHALL FINE GRADE THE SUBGRADE SO THAT THE FINISH GRADE OF THE SUBGRADE MEETS THE FINISH GRADE OF THE PAVEMENT. NO CLAIMS FOR EXCESS BASE MATERIALS DUE TO IMPROPER SUBGRADE PREPARATION WILL BE HONORED.



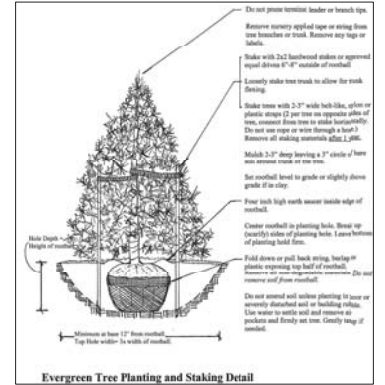
TYPICAL GRAVEL DETAIL

N.T.

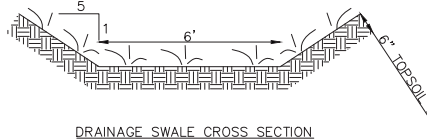


FENCING

CHAIN LINK FENC




Evergreen Tree Planting and Staking Detail

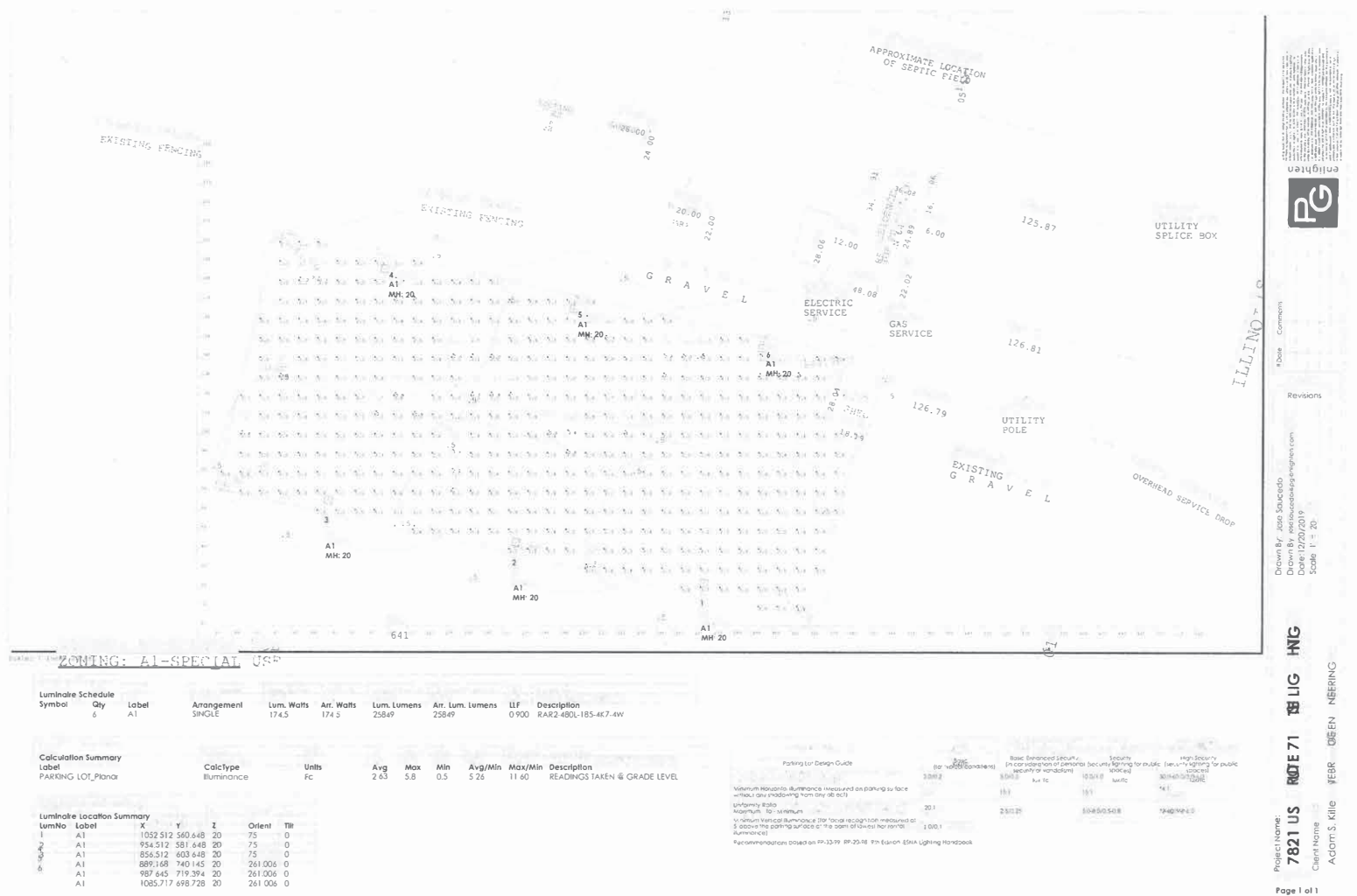


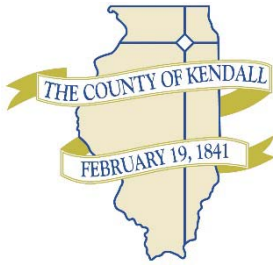
DRAINAGE SWALE CROSS SECTION

N.T.S.

	TEBRUGGE ENGINEERING 410 E. CHURCH STREET - SUITE A • SANDWICH, IL 60484 PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM	NO. DATE NOTES 1 1/20/2019 ADDED TO LEAD POLLS AND TO TOWNED TREES REMOVED	PREPARED FOR RON SMRZ 7821 US ROUTE 71, YORKVILLE, IL	PROJECT NO. 19-450-01 SCALE NTS DATE NOV 8, 2019	SHEET NO. 3 OF 3 SHEETS
	7821 US ROUTE 71 STORAGE GENERAL NOTES & DETAILS				

Attachment 2
Exhibit C





Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: February 10, 2020

Amount: N/A

Budget: N/A

Issue: Petition 19-37-Request from John Dollinger on Behalf of Hansel Ridge, LLC for an Amendment to the Future Land Use Map in the Land Resource Management Plan by Changing the Classification of the Northern 18.7 +/- Acres of 195 Route 52 (PIN: 09-13-200-002) in Seward Township from Public/Institutional to Commercial

Background and Discussion:

Petitioner is requesting the amendment in order to rezone the subject property for commercial purposes. An indoor athletic facility (see Petition 19-38), a rezoning and special use permit for indoor/outdoor storage, and a future rezoning for additional commercial/retail activities are planned at the property.

The special use permit for indoor/outdoor storage is currently under review.

One neighbor expressed opposition to the change because of traffic safety concerns at the County Line Road-Route 52 Interchange and they wanted the area to remain rural.

Record for Petition - <https://www.co.kendall.il.us/home/showdocument?id=5559>

Draft resolution is attached.

Committee Action:

ZPAC-Approval (8-0-2); KCRPC-Approval (7-0-2); ZBA-Approval (6-0-1); Seward Township Planning Commission-Approval; Seward Township- Approval; Village of Shorewood-No Objections; Troy Fire Protection Dist.-No Objection; PBZ Committee-Approval (4-0-1)

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning Department

Date: February 27, 2020

RESOLUTION NUMBER 2020-_____

**A RESOLUTION ADOPTING AN AMENDMENT TO THE KENDALL COUNTY LAND
RESOURCE MANAGEMENT PLAN TO UPDATE THE FUTURE LAND USE PLAN BY
RECLASSIFYING THE NORTHERN 18.7 ACRES OF THE PROPERTY LOCATED AT THE
NORTHWEST CORNER OF ROUTE 52 AND COUNTY LINE ROAD (PIN: 09-13-200-002) IN
SEWARD TOWNSHIP FROM PUBLIC/INSTITUTIONAL TO COMMERCIAL**

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

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

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

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

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

WHEREAS, the property which is the subject of this Resolution has been, at all relevant times, and remains currently classified as Public/Institutional on the Future Land Use Map and the portion of the property subject to the reclassification consists of approximately 18.7 acres located near the northwest corner of Route 52 and County Line Road (Northern Portion of PIN: 09-13-200-002) in Seward Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property.”; and

WHEREAS, the subject property is currently owned by Hansel Ridge, LLC and is represented by John Dollinger and shall hereinafter be referred to as “Petitioner”; and

WHEREAS, on or about September 30, 2019, Petitioner’s representative filed a petition to reclassify the subject property from Public/Institutional to Commercial in order to rezone the property from A-1 Agricultural District to a Business District classification; and

WHEREAS, following due and proper notice by publication in the Beacon News on January 6, 2020, the Kendall County Regional Planning Commission conducted a public hearing on January 22, 2020, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested amendment and zero members of the public testified in favor of the request and one member of the public testified in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Regional Planning Commission has recommended approval of the proposed amendment; and

WHEREAS, following due and proper notice by publication in the Kendall County Record not less than fifteen days prior thereto, the Kendall County Zoning Board of Appeals met on January 27, 2020, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the amendment and zero members of the public expressed support and one member of the public expressed opposition to the request; and

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

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

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

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

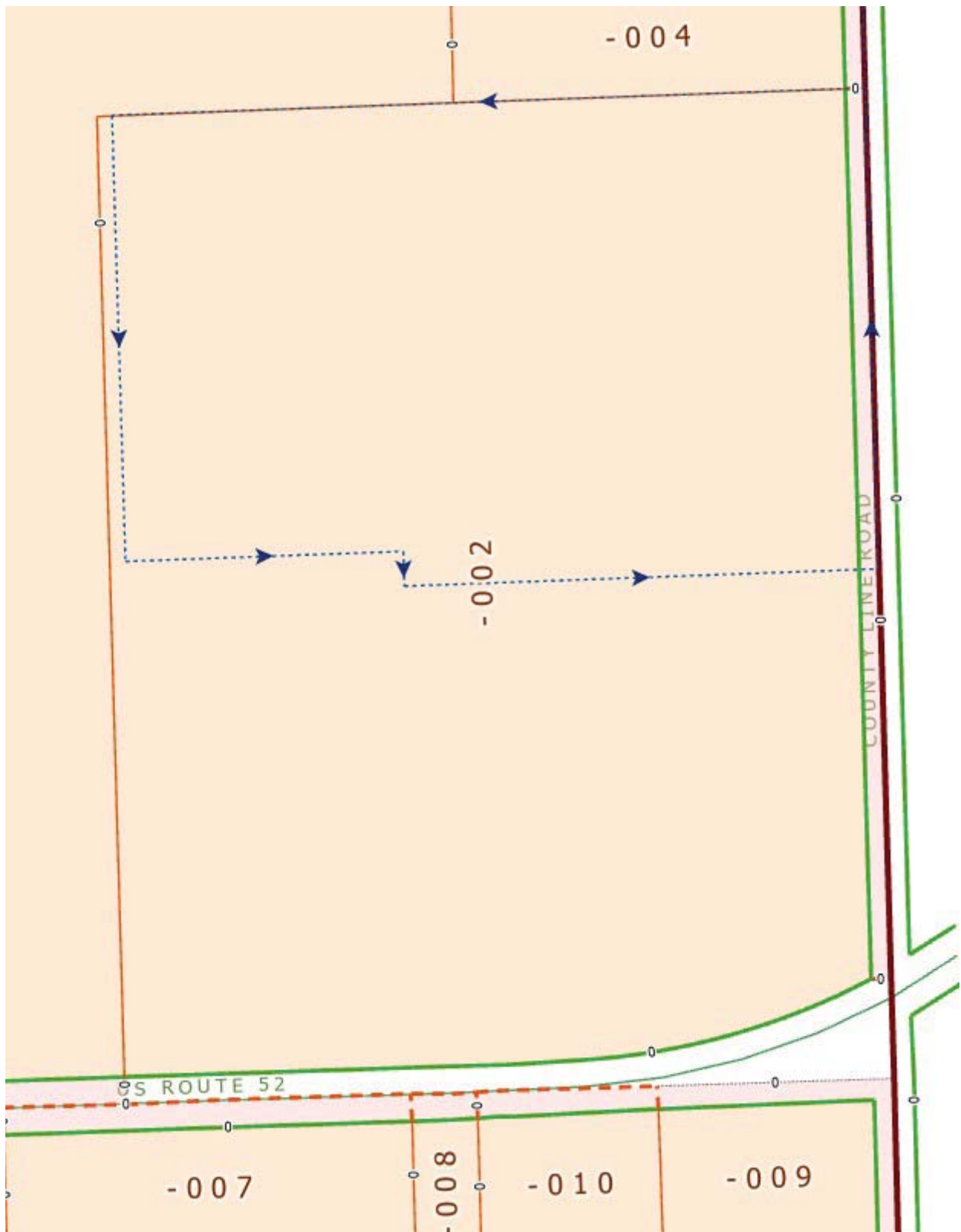
1. The Recommendations of the Kendall County Regional Planning Commission and Kendall County Zoning Board of Appeals attached hereto as Exhibits B and C respectively are hereby accepted.
2. The Kendall County Board hereby grants approval of Petitioner's petition for an amendment to the Future Land Use Plan contained in the Kendall County Land Resource Management Plan by reclassifying the subject property as Commercial.
3. Any text or maps contained in the Kendall County Land Resource Management Plan in conflict with this resolution are hereby amended to match the reclassification of the subject property approved by this resolution.

IN WITNESS OF, this resolution has been enacted by a majority vote of the Kendall County Board and is effective this 18th day of March, 2020.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder



LEGAL DESCRIPTION:

That Part of the Northeast Quarter of Section 13, Township 35 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the Northeast Corner of said Northeast Quarter; thence Southerly, along the East Line of said Northeast Quarter, 1142.05 feet for the point of beginning; thence Westerly, parallel with the North Line of said Northeast Quarter, 1146.61 feet to a line which is 1500.0 feet (normally distant) Easterly of the West Line of said Northeast Quarter; thence Southerly, parallel with said West Line, 679.29 feet; thence Easterly, parallel with said North Line, 423.0 feet; thence Southerly, parallel with said West Line 53.0 feet; thence Easterly, parallel with said North Line, 720.57 feet to said East Line of the Northeast Quarter; thence Northerly, along said East Line, 732.32 feet to the point of beginning in Seward Township, Kendall County, Illinois.

Exhibit B

The Kendall County Regional Planning Commission held a public hearing on the Petition on January 22, 2020. One (1) member of the public testified in opposition to the request. On the same date, the Commission issued the following recommendation by a vote of seven (7) in favor and zero (0) in opposition. Commissioner McCarthy-Lange and Commissioner Rodriguez were absent.

RECOMMENDATION

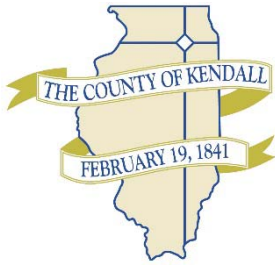
Approval

Exhibit C

The Kendall County Zoning Board of Appeals held a public meeting on the Petition on January 27, 2020. One (1) member of the public spoke in opposition to the request. On the same date, the Board issued the following recommendation by a vote of six (6) in favor and zero (0) in opposition. Member Thompson was absent.

RECOMMENDATION

Approval



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: February 10, 2020

Amount: N/A

Budget: N/A

Issue: Petition 19-38-Request from John Dollinger on Behalf of Hansel Ridge, LLC (Current Owner) and Jason Shelley on Behalf of GoProBall, LLC (Prospective Buyer) for a Map Amendment Rezoning the Northwestern 9.19 +/- Acres of 195 Route 52 (PIN: 09-13-200-002) in Seward Township from A-1 Agricultural to B-4 Commercial Recreation District

Background and Discussion:

Petitioners wish to construct an operate an indoor athletic facility at the property.

Record for Petition - <https://www.co.kendall.il.us/home/showdocument?id=5561>

Draft ordinance is attached.

Committee Action:

ZPAC-Approval (8-0-2); KCRPC-Approval (7-0-2); ZBA-Approval (6-0-1); Seward Township Planning Commission-Approval; Seward Township- Approval; Village of Shorewood-No Objections; Troy Fire Protection Dist.-No Objection; PBZ Committee-Approval (4-0-1)

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning Department

Date: February 27, 2020

ORDINANCE NUMBER 2020-_____

**MAP AMENDMENT FOR NORTHWESTERN 9.19 ACRE +/- PORTION OF THE PARCEL
LOCATED ON THE NORTHWEST CORNER ROUTE 52 AND COUNTY LINE ROAD ALSO
KNOWN AS 195 ROUTE 52 AND IDENTIFIED BY PARCEL IDENTIFICATION
NUMBER 09-13-200-002 IN SEWARD TOWNSHIP**

Rezone from A-1 to B-4

WHEREAS, Section 13.07 of the Kendall County Zoning Ordinance permits the Kendall County Board to approve map amendments and provides the procedure through which map amendments are granted; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural Zoning District and consists of approximately 9.19 acres located at the northwestern corner of the parcel located at the northwest corner of Route 52 and County Line Road, also known as, 195 Route 52 (PINs: 09-13-200-002), in Seward Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property.”; and

WHEREAS, the subject property is currently owned Hansel Ridge, LLC and is represented by John Dollinger; and

WHEREAS, Goprobball, LLC, as represented by Jason Shelley, has a contract to purchase the subject property from the current owner; and

WHEREAS, John Dollinger on Behalf of Hansel Ridge, LLC and Jason Shelley on Behalf of Goprobball, LLC shall hereinafter be referred to as “Petitioner”; and

WHEREAS, on or about September 30, 2019, Petitioner’s representative filed a petition for a Map Amendment rezoning the subject property from A-1 Agricultural to B-4 Commercial Recreation District in order to construct an athletic facility on the subject property; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on January 9, 2020, the Kendall County Zoning Board of Appeals conducted a public hearing on January 27, 2020, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested Map Amendment and zero members of the public asked questions or testified in favor or testified in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their findings of fact and recommended approval of the Map Amendment as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated January 27, 2020, a true and correct copy of which is attached hereto as Exhibit B; and

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

WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the Findings of Fact and Recommendation of the Kendall County Zoning Board of

State of Illinois
County of Kendall

Zoning Petition
#19-38

Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

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

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for a Map Amendment rezoning the subject property from A-1 Agricultural District to B-4 Commercial Recreation District.
3. All ordinances and variances that are in conflict with this ordinance are hereby repealed.
4. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this Map Amendment.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 18th day of March, 2020.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

Exhibit A

LEGAL DESCRIPTION OF TRACT 1 (B-4 Zoning Parcel):

That Part of the Northeast Quarter of Section 13, Township 35 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the Northeast Corner of said Northeast Quarter; thence Southerly, along the East Line of said Northeast Quarter, 1142.05 feet; thence Westerly, parallel with the North Line of said Northeast Quarter, 599.06 feet for the point of beginning; thence continuing Westerly, parallel with said North Line, 547.55 feet to a line which is 1500.0 feet (normally distant) Easterly of the West Line of said Northeast Quarter; thence Southerly, parallel with said West Line, 679.29 feet; thence Easterly, parallel with said North Line, 423.0 feet; thence Southerly, parallel with said West Line, 53.0 feet to a line which is 1874.37 feet Southerly of (as measured along the East Line of said Northeast Quarter) and parallel with the North Line of said Northeast Quarter; thence Easterly, parallel with said North Line, 124.55 feet to a line drawn Southerly from the point of beginning, parallel with said West Line; thence Northerly, parallel with said West Line, 732.29 feet to the point of beginning in Seward Township, Kendall County, Illinois;

AND ALSO that Part of the Northeast Quarter of Section 13, Township 35 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the Northeast Corner of said Northeast Quarter; thence Southerly, along the East Line of said Northeast Quarter, 1142.05 feet; thence Westerly, parallel with the North Line of said Northeast Quarter, 599.06 feet; thence Southerly, parallel with the West Line of said Northeast Quarter, 692.29 to a line which is 1834.37 feet Southerly of (as measured along the East Line of said Northeast Quarter) and parallel with the North Line of said Northeast Quarter feet for the point of beginning; thence Easterly, parallel with said North Line, 546.10 feet; thence Southerly at an angle of $89^{\circ}33'03''$ measured counterclockwise from the last described course, 40.0 feet to a line which is 1874.37 feet Southerly of (as measured along the East Line of said Northeast Quarter) and parallel with the North Line of said Northeast Quarter; thence Westerly, parallel with said North Line, 546.02 feet to a line drawn Southerly from the point of beginning, parallel with the West Line of said Northeast Quarter; thence Northerly, parallel with said West Line, 40.0 feet to the point of beginning in Seward Township, Kendall County, Illinois.

LEGAL DESCRIPTION OF TRACT 2 (B-3 Special Use Parcel):

That Part of the Northeast Quarter of Section 13, Township 35 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the Northeast Corner of said Northeast Quarter; thence Southerly, along the East Line of said Northeast Quarter, 1142.05 feet; thence Westerly, parallel with the North Line of said Northeast Quarter, 51.55 feet for the point of beginning; thence continuing Westerly, parallel with said North Line, 547.51 feet; thence Southerly, parallel with the West Line of said Northeast Quarter, 692.29 feet to a line which is 1834.37 feet Southerly of (as measured along the East Line of said Northeast Quarter) and parallel with the North Line of said Northeast Quarter; thence Easterly, parallel with said North Line, 546.10 feet; thence Northerly at an angle of $90^{\circ}26'57''$ measured clockwise from the last described course, 692.32 feet to the point of beginning in Seward Township, Kendall County, Illinois.

Exhibit B

The Kendall County Zoning Board of Appeals approved the following Findings of Fact and Recommendation at their meeting on January 27, 2020, by a vote of six (6) in favor and zero (0) in opposition. Member Thompson was absent.

FINDINGS OF FACT

§ 13.07.F of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order recommend in favor of the applicant on map amendment applications.

Existing uses of property within the general area of the property in question. The surrounding properties are used agricultural or uses similar to agricultural uses such as farmsteads and fertilizer operations.

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned A-1 or A-1 with a special use.

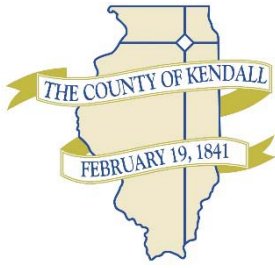
The suitability of the property in question for the uses permitted under the existing zoning classification. The property is presently zoned A-1 and can be used for farming.

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The trend of development in the area is stable with residential growth and special uses normally found in agricultural zoned areas.

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Future Land Use Map in the Land Resource Management Plan classifies this property as Public/Institutional because Minooka School District #111 plans to construct a school on the property to the west. The Village of Shorewood's Future Land Use Map calls for this property to be Commercial and Government/Institutional. The property owner of the subject property submitted an application to reclassify the property as Commercial on the Future Land Use Map contained in the Kendall County Land Resource Management Plan. If this reclassification amendment to the Land Resource Management Plan is approved, then the proposed map amendment would be consistent with the purpose and objectives of the Land Resource Management Plan.

RECOMMENDATION

Approval



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: March 9, 2020

Amount: N/A

Budget: N/A

Issue: Illinois Senate Bill 2466

Background and Discussion:

Illinois Senate Bill 2466 would allow counties to revoke special use permits for cause.

SB 2466 and a resolution supporting SB 2466 are attached.

Committee Action:

PBZ Approval (3-1-1)

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning Department

Date: March 10, 2020

Sen. Linda Holmes

Filed: 2/24/2020

10100SB2466sam001

LRB101 16155 AWJ 69649 a

1 AMENDMENT TO SENATE BILL 2466

2 AMENDMENT NO. _____. Amend Senate Bill 2466 on page 4, by
3 replacing lines 4 through 16 with the following:

4 "(f) The county board may revoke a special use previously
5 authorized for any of the following reasons:

6 (1) A court, administrative adjudication body, or
7 other federal, state, or local regulatory agency finds that
8 the owner or operator of the special use permit violated
9 the law on the property where the special use occurs or
10 violated a law related to the operation of the special use.

11 (2) Circumstances happen or become known to the county
12 board, board of appeals, or hearing officer, which, had
13 they happened or been known at the time when the special
14 use was approved, would have legally justified the county
15 board, board of appeals, or hearing officer in refusing the
16 special use. For the purposes of this paragraph, changes in
17 adjoining land use does not constitute a permissible

10100SB2466sam001

- 2 -

LRB101 16155 AWJ 69649 a

1 circumstance to revoke a special use permit.

2 (3) The owner or operator of the property of the
3 special use permit violate any of the rules and regulations
4 issued by the county board, board of appeals, or hearing
5 officer, other than those necessarily violated by

6 authorizing the special use.

7 For counties that authorize the board of appeals or hearing
8 officer to grant special use permits, the board of appeals or
9 hearing officer may revoke a special use permit for the reasons
10 listed in this subsection in the same manner as issuing a
11 special use, with the county being considered the petitioner
12 bearing all associated costs for notification and hearings.".

County of Kendall
Resolution 20 – _____

RESOLUTION DECLARING SUPPORT FOR SB 2466

WHEREAS, 55 ILCS 5/5-12009.5 (c) grants counties the authority to grant special use permits and to place conditions on special use permits; and

WHEREAS, 55 ILCS 5/5-12012.1 (a) defines the issuance of special use permits as a legislative decision; and

WHEREAS, from time-to-time special use permit holders violate the approved conditions placed in their special use permits; and

WHEREAS, situations arise where the revocation of a special use permit is necessary to promote the public health, safety, morals, comfort, general welfare, and property values; and

WHEREAS, Illinois law does not presently specifically grant counties the authority to revoke special use permits or provide a procedure for revoking special use permits; and

WHEREAS, the Illinois Senate has introduced SB 2466 which would grant counties the authority to revoke special use permits for specific causes and provides a procedure through which counties could revoke special use permits; and

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall asks the Illinois General Assembly to pass SB 2466; and

BE IT FURTHER RESOLVED; that the County Board directs the County Administrator to transmit suitable copies of this Resolution to the Governor of the State of Illinois, Speaker and Minority Leader of the Illinois State House of Representatives, to the President and Minority Leader of the Illinois State Senate, to all members of the General Assembly representing any portion of Kendall County, the sponsor and chief co-sponsor of SB 2466, and to the Executive Directors of , United Counties Council of Illinois, the Illinois Association of County Board Members and Commissioners, and the Illinois State Association of Counties.

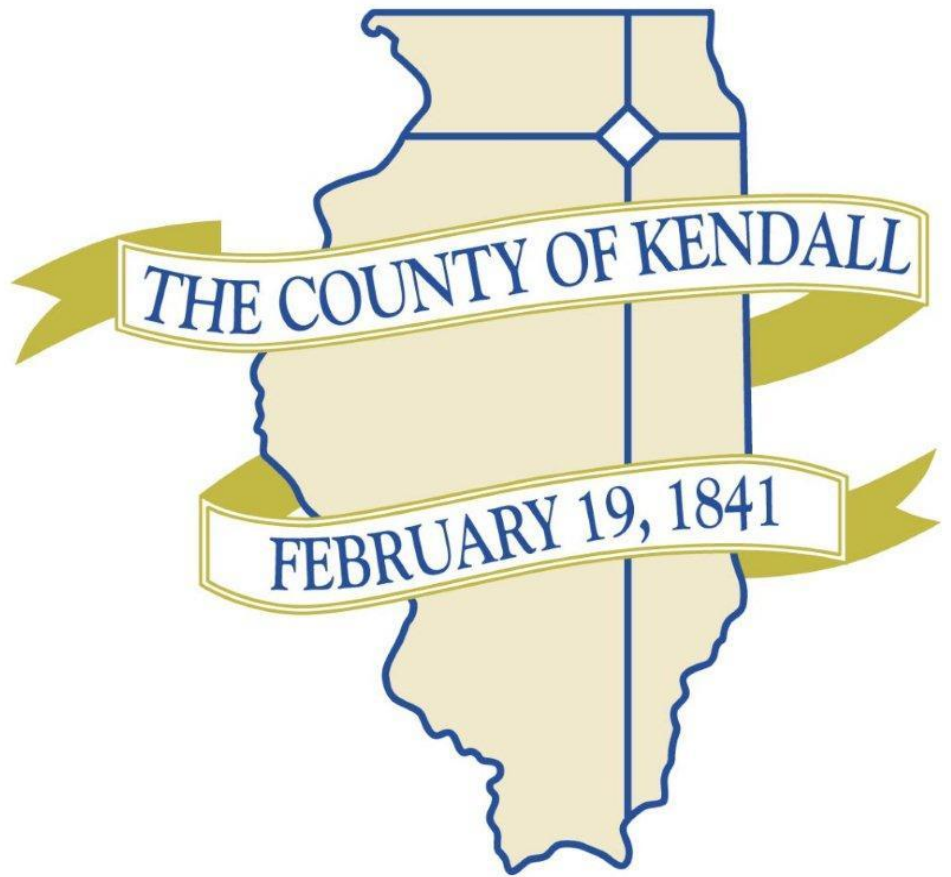
PRESENTED and ADOPTED by the County Board, this _____ day of _____ 2020.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder



KENDALL COUNTY
HEALTH DEPARTMENT

KENDALL COUNTY

2020-2025 SOLID WASTE PLAN UPDATE

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KENDALL COUNTY SOLID WASTE PLAN EXECUTIVE SUMMARY

2020-2025 UPDATE

Kendall County has been performing solid waste management planning since it was first required by statute and through the Illinois Environmental Protection Agency in the early 1990's. The original Kendall County Solid Waste Plan (hereafter referred to as the Plan) was completed in 1995 by the County and with the assistance of Morris Engineering. Morris Engineering was supported by a Citizens Advisory Committee that aided in the development of recommendations for implementing the Plan, which has since been updated on a five-year cycle with updates completed in 2000, 2005, 2010 and 2015.

This update was accomplished by an advisory committee, referred to as the Solid Waste Plan Advisory Committee, appointed by the Kendall County Board. This Committee met to review and informally approve the recommendations included within the Plan. The Committee met six times beginning in February 2019 and completing the Solid Waste Plan Objectives in November 2019. The plan was then reviewed by the Kendall County Board of Health before being adopted by the Kendall County Board and submitted to the Illinois Environmental Protection Agency, by March 2020.

Local solid waste data is included here to provide context for this report. This data was used to provide Solid Waste Plan Advisory Committee members with the knowledge necessary to create meaningful recommendations.

In 2018, a total of 45,907 tons of waste was reported to have been collected in Kendall County. This is the lowest number reported since 2002. Using a United States Environmental Protection Agency estimate that a person generates an average of 4.5 pounds of waste every day and that there are approximately 123,000 people in Kendall County, we would estimate the total to be closer to 100,000 tons annually, much higher than the reported figure. The difference is likely due to the inability to collect all waste data from non-licensed commercial, and construction and demolition waste haulers. Ensuring the accuracy of this data has been a challenge we are continuing to address.

The most recent data collected identified residential activities as generating 56% of the municipal solid waste while commercial created 41%. The remaining waste generation was from construction and demolition, which was less than a 0.5%. The construction and demolition waste generated was a growing category in the previous decades due to rapid growth in our county, but it has decreased recently due to a slowdown of construction activities. As stated earlier, the lack of data creates errors within the waste generation categories, but is still relatively consistent with nearby county breakdowns.

The municipal solid waste generated is collected by numerous waste collection companies with four to five different companies handling over 75% of the total collection. This waste is either directly hauled to out-of-county landfills or is directed to transfer stations, one of which is located within Kendall County.

The County's recyclables are directed to out-of-county recycling facilities. An Illinois Environmental Protection Agency -permitted compost facility operates within the county accepting yard waste from both in-county and out-of-county sources.

The average recycling rate was between 27% and 30% for the past five years, consistent with the ten-year average. The municipal solid waste trends in the county reveal a stabilization of waste generation residually and countywide.

The 2020 Kendall County Solid Waste Plan Update provides recommended objectives for the County Board to approve and the Health Department to implement. Objectives are designed to encourage the minimization of waste generated utilizing different strategies such as source reduction and recycling. Other objectives address evaluating final disposal methods for wastes, while others outline tasks focusing on monitoring legislation related to solid waste at the state level.

The objectives here primarily fall into the same categories as previous versions of the Kendall County Solid Waste Plan, namely Administration, Recycling and Source Reduction, Compost, Waste-to-Energy/Alternative Technologies, Transfer Stations and Landfills.

Administrative objectives address methods to incorporate Solid Waste Plan tasks into management systems within the Kendall County Health Department. Recycling and Source Reduction objectives address methods to educate residents and businesses in Kendall County. These objectives identify target audiences and messages that need to be communicated to best support the intent of the Solid Waste Plan. Compost recommendations focus on education, legislation, and fostering a cooperative and collegial relationship with composters in Kendall County, including Illinois Environmental Protection Agency -permitted facilities.

Transfer Station objectives address host benefit agreement requirements with the Kendall County Board, whether the proposed site is located within corporate boundaries or not.

Waste-to-Energy /Alternative Technology objectives include reviews of legislation relating to these systems, tracking ambient air quality standards, educating residents, elected officials and other county leaders on the pros and cons of these current and emerging methods of waste disposal. Waste-to-Energy / Alternative Technologies utilized for waste disposal may be considered for Kendall County. Waste-to-Energy /Alternative Technology objectives address host benefit agreement requirements with the Kendall County Board whether the proposed site is located within corporate boundaries or not.

The final section of objectives addresses landfills, which is the least desirable strategy of the Illinois Environmental Protection Agency hierarchy of municipal solid waste management. The Kendall County Solid Waste Plan recommends not allowing the siting of landfills within Kendall County for the next 5 years. There is currently ample although diminishing landfill space in our surrounding region, available for use.

These objectives are a result of meaningful, thoughtful discussion held over the course of six planning meetings attended by an advisory committee comprised of representatives from Kendall County Townships, elected officials, county/municipal staff, and members at large from the community. The meetings were facilitated by the Kendall County Health Department and led by representation from the Kendall County Board. The approved Solid Waste Plan objectives ultimately will be implemented by the Kendall County Health Department's Environmental Health Services Division.

GENERAL INFORMATION

Local Government: **Kendall County**

Contact person: Aaron Rybski, Kendall County Health Department Environmental Health Services
 Director

Marlin Hartman, Kendall County Health Department Solid Waste Coordinator

Address: Kendall County Health Department
 811 W. John St.
 Yorkville, IL, 60560

Telephone: (630) 553-9100

Plan Adoption Date: May 1995

Re-Adoption Date: July 2000

Re-Adoption Date: February 2005

Re-Adoption Date: February 2010

Re-Adoption Date: October 2015

Re-Adoption Date March 2020

Plan Update Due: March 2025

NEEDS ASSESSMENT INFORMATION

The following Kendall County municipal solid waste figures have been generated based on a combination of Illinois Environmental Protection Agency estimates and hauler supplied data.

- | | | |
|----|---|------------------------|
| a. | Municipal Solid Waste generated per year (estimate) | 101,000 tons |
| b. | Municipal Solid Waste generation rate | 4.50 pounds/capita/day |
| c. | Municipal Solid Waste recycled/composted per year | 19,240 tons |
| c. | Municipal Solid Waste incinerated per year | 0 tons |
| e. | Municipal Solid Waste landfilled per year | 81,760 tons |

Municipal Solid Waste tonnage estimates were calculated by multiplying the Illinois Environmental Protection Agency estimate of 4.5 lbs./person/day with a Kendall County total population of 123,000 (US Census Bureau, 2019). Recycling and compost tonnage was extrapolated by multiplying percentage of recycled and composted wastes by the total estimated municipal solid waste generated per year (2018 Kendall County Solid Waste Hauler Permit Application data).

2020-2025 SOLID WASTE PLAN OBJECTIVES AND IMPLEMENTATION SCHEDULE

■ADMINISTRATIVE OBJECTIVES

- A. Integrate solid waste legislation monitoring into the Kendall County Health Department legislative/policy work.

Schedule: December 2020

- B. Integrate goals from Solid Waste Plan into Kendall County Health Department Strategic Plan.

Schedule: December 2020

■RECYCLING AND SOURCE REDUCTION OBJECTIVES

- A. Offer to educate and promote recycling and source reduction within Kendall County, county departments and government/public entities.
- B. Interact with local schools, clubs, senior groups, and community groups in Kendall County on ways in which to promote and practice recycling and source reduction.

Schedule: Annually, interact with the Kendall County Community via groups such as those referenced above, in an effort to promote and practice recycling and source reduction.

- C. Using social/mainstream media, including the Kendall County Green Page, to incorporate information on source reduction, recycling and other actions to aid proper waste management.

Schedule: Annually review and if necessary, update the Kendall County Green Page web page to include the most up to date information available; ensure link to this web page is provided on the Kendall County Health Department and the Kendall County websites; ensure web page link is referenced and embedded within the Kendall County Health Department Community Resource Directory and promote the existence of this page on social media.

- D. Identify and communicate methods by which to practice safe and proper disposal of residential Household Hazardous Wastes, pharmaceutical waste, sharps, and e-waste.

Schedule: Annually review and provide this information.

- E. Encourage waste haulers to provide greater clarity regarding evolving recycling processes to their customers.

Schedule: Annually, verify the educational information provided by the haulers to Kendall County residents. Discuss with haulers as needed to encourage greater clarity.

- F. Recognize businesses within Kendall County who practice innovative waste reduction and recycling.

Schedule: Work to recognize local businesses for implementing innovative and effective waste reduction and/or recycling practices by 2025.

- G. Interact with municipalities, villages, and townships within Kendall County on financial benefits and best practices in managing municipal solid waste and data sharing.

Schedule: Twice during the next five years, each Village or Municipality should be contacted by the Kendall County Health Department to discuss municipal solid waste practices and financial benefits.

■COMPOST OBJECTIVES

- A. Strive to be informed on the latest compost practice applications while fostering cooperative and collegial relationships with commercial composting operations.

Schedule: Efforts will be ongoing.

- B. Community education and outreach may include residential, commercial, rural, urban, operational, or end-use aspects of composting.

Schedule: Efforts will be ongoing.

■WASTE-TO-ENERGY/ALTERNATIVE TECHNOLOGIES OBJECTIVES

- A. Maintain awareness of state/federal regulations relating to Waste-to-Energy and Alternative Technologies

Schedule: Routinely track and examine legislation addressing waste-to-energy and other alternative technologies intended to manage solid wastes

- B. Monitoring status of United States Environmental Protection Agency clean air attainment and non-attainment designation for townships relating to Waste-to-Energy siting.

Schedule: Confirm annually and remain informed on the status of Kendall County townships as related to the National Ambient Air Quality Standards.

- C. Continue to identify and examine alternative technologies and offer to educate the public and county leaders regarding these technologies.

Schedule: Remain informed on both the successes and challenges presented by established Waste-to-Energy and Alternative Technology-based solid waste management operations at the global and national levels.

- D. All Alternative Technology and Waste to Energy municipal solid waste facilities in Kendall County must enter into a Host Community Benefit Agreement with the siting authority in the host community and with the Kendall County Board.

Schedule: 2020-2025

■ **TRANSFER STATION OBJECTIVES**

- A. All Transfer Stations in Kendall County must enter into Host Community Benefit Agreement with the siting authority in the host community and with the Kendall County Board.

Schedule: 2020-2025

■ **LANDFILL OBJECTIVE**

- A. No new or expanded landfills in Kendall County.

Schedule: 2020-2025

RECYCLING PROGRAM STATUS

- A. Has the program been implemented throughout Kendall County?
Yes
- B. Has the recycling coordinator been designated to administer this program?
Yes, Since 1994
- C. Does the program provide for separate collection and composting of leaves?
Not in the unincorporated areas of Kendall County
- D. Does the recycling program provide for public education and notification to foster understanding of and encourage compliance with the program?
Yes
- E. Does the recycling program include provisions for compliance, including incentives and penalty?
Yes, the licensing requirement does include fines to haulers, which do not meet the ordinance requirements.
- F. Does the program include provisions for recycling the collected materials, identifying potential markets for at least three materials, and promoting the use of products made from recovered or recycled materials among businesses, newspapers, and local government.
1. Recycling the collected materials
Yes
 2. Identifying potential markets for at least three materials
No, the residential ordinance requires the haulers to accept recyclable items. It is expected for them to identify markets for recyclables collected.
 3. Promoting the use of products made from recovered or recycled materials among businesses, newspapers, and local governments?
Yes
- G. Provide any other pertinent details on the recycling program.
E-Waste collection sites are available within the county and HHW collection is available within 30 miles and in some municipalities.

APPENDICES

APPENDIX A – 2020-2025 SOLID WASTE PLAN UPDATE OBJECTIVES



■ADMINISTRATION OBJECTIVES

- Integrate solid waste legislation monitoring into the *Kendall County Health Department Legislative/Policy Agenda*.
- Integrate goals from Solid Waste Plan into the *Kendall County Health Department Strategic Plan*.

■RECYCLING & SOURCE REDUCTION OBJECTIVES

- Offer to educate and promote recycling and source reduction within Kendall County, county departments and government/public entities.
- Interact with local schools, clubs, senior groups, and community groups in Kendall County on ways in which to promote and practice recycling and source reduction.
- Use social/mainstream media, including the Kendall County Green Pages, to disseminate information on source reduction, recycling and other actions to aid proper waste management.
- Identify and communicate methods by which to practice safe and proper disposal of residential Household Hazardous Wastes (HHW), pharmaceutical waste, sharps, and e-waste.
- Encourage waste haulers to provide to their customers greater clarity on evolving recycling processes.
- Recognize businesses within Kendall County practicing innovative waste reduction and recycling.
- Interact with municipalities, villages, and townships within Kendall County on financial benefits and best practices in managing municipal solid waste and data sharing.

■COMPOST OBJECTIVES

- Strive to be informed on the latest compost practices and applications while fostering cooperative and collegial relationships with commercial composting operations.
- Community education and outreach may include residential, commercial, rural, urban, operational, or end-use aspects of composting.

■WASTE-TO-ENERGY/ALTERNATIVE TECHNOLOGIES OBJECTIVES

- Maintain awareness of state/federal regulations relating to Waste-to-Energy and Alternative Technologies.
- Monitoring the status of United States Environmental Protection Agency's clean air attainment and non-attainment designations for townships.
- Identify and examine alternative technologies, and offer to educate the public and county leaders on these technologies.
- All Alternative Technology and Waste-to-Energy solid waste management facilities in Kendall County must enter into a Host Community Benefit Agreement with the siting authority in the host community and with the Kendall County Board.

■TRANSFER STATIONS OBJECTIVES

- All Transfer Stations in Kendall County must enter into a Host Community Benefit Agreement with the siting authority in the host community and with the Kendall County Board

■LANDFILL OBJECTIVES

- No new or expanded landfills in Kendall County

APPENDIX B - TRANSCRIPT FOR 2020-2025 SOLID WASTE PLAN 12/12/19 PUBLIC HEARING

**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, December 12, 2019**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE - The meeting was called to order at 4:16p.m. by County Board Chair Scott Gryder, who led the Pledge of Allegiance to the American Flag.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Elizabeth Flowers	Here		
Scott Gengler	Here		
Tony Giles	Here		
Judy Gilmour	Here		
Scott Gryder	Here		
Audra Hendrix	Here		
Matt Kellogg	Present		
Matthew Prochaska	Here		
Robyn Vickers	Present		

Others present: Assistant State's Attorney Leslie Johnson, Scott Koeppel, Matt Asselmeier, Meagan Briganti

APPROVAL OF AGENDA –Member Cesich made a motion to approve the agenda, second by Member Prochaska. **With ten member's present voting ave, the motion carried by a vote of 10-0.**

SOLID WASTE PLAN HEARING – Dr. Tokars briefly reviewed the proposed 5-year Solid Waste Plan with the committee. Steve Curatti provided history of the Solid Waste Plan Committee, the comprehensive review, the necessity of updating every 5 years, and the format and strategy of the proposed plan. Aaron Rybski provided information on the Environmental Health Division, and the work of all staff on the plan, the accomplishment of the plan over the five years proposed. Marlin Hartman, Solid Waste Program Administrator, briefed the committee on future trends, including:

- Energy from Waste
- 35 percent U.S. Recycling Rate
- Food/Organics Waste Composted
- Contamination during recycling
- Plastics – meant to last forever, not being recycled properly; huge amounts of plastic waste from third world countries into the oceans and waterways
- Excess packaging around packages
- Artificial Intelligence increase
- Bio-diesel processing and secondary natural resources

OLD BUSINESS – None

NEW BUSINESS

From Admin HR Committee: *GIS Aerial Invitation to Bid* – Mr. Koeppel provided information on past GIS Aerial flights. Ms. Briganti informed the committee about the Subscription Service with “Near Map”, and stated that their aerial flight would cover the entire County every other year. Ms. Briganti stated that a 4-year agreement would cost \$25,000 per year, and benefits of the subscription would be an every other year aerial flight, better quality and more frequent updating of maps. Full funding for the next five-years would come from GIS funds. **There was consensus to forward the agreement to the State's Attorney's Office for legal review.**

From Facilities Committee: *Dewberry Architects & Engineers contract for County Office Building projects included in the 2020 Capital Budget* – Mr. Kellogg provided information on the Dewberry contract, and asked the Board to consider approval at the next meeting without State's Attorney review. **There was consensus to forward the item to the County Board for approval.**

From PBZ Committee: *Discussion of Petition 19-42 – Request from the Kendall County Planning, Building and Zoning Department to Update Kendall County's Building Codes to the 2018 International Building Code, 2018 International*

Residential Code Including Appendix A, B, C, E, F, G, H, J, O, and Q, 2017 National Electric Code, Illinois Plumbing Code, 2018 International Mechanical Code, 2018 International Fuel Gas Code, 2018 International Existing Building Code, Illinois Energy Conservation Code, and Illinois Accessibility Code – Mr. Holdiman stated that the International Code Council publishes new code books every 3-years, and that the County is audited by the Insurance Services Organization every 6-years, and that the only new code is a building code, that will bring the County up to date with the 2018 upgrades.

PUBLIC COMMENT – Stan Ludwikowski, Solid Waste Plan Advisory Board member
Todd Milliron, Solid Waste Plan Advisory Board member

QUESTIONS FROM THE MEDIA – Jim Wyman, WSPY

REVIEW BOARD ACTION ITEMS – Chairman Gryder asked the committee to review the draft Board agenda for any changes or additions.

ITEMS FOR THE COMMITTEE OF THE WHOLE MEETING - None

CHAIRMAN’S REPORT – Chairman Gryder was happy to report that the Millington Bridge opened today with a 5-ton load limit, which would allow cars and pick-up trucks only. They will close the bridge for approximately 6-weeks in July to complete the necessary repairs/upgrades.

Chairman Gryder also reported on the collaboration between the County, the Sheriff’s Office and the City of Yorkville regarding the potential of an addition of a wing on the Public Safety Center for a new City of Yorkville Police Department.

Sheriff Baird stated that Yorkville Police currently uses the County Public Safety Center booking and holding cells, since they don’t have their own. Sheriff Baird went on to say that this collaborative effort would be of great benefit to residents by the financial savings, and that it would benefit the Sheriff’s Office by allowing some remodeling and expansion of the Sheriff’s Administration Offices.

EXECUTIVE SESSION – Member Prochaska made a motion to enter into Executive Session for Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees as mandated by Section 2.06, 5ILCS 120-2/2, second by Member Vickers.

ROLL CALL:

Attendee	Status
Amy Cesich	Yes
Elizabeth Flowers	Yes
Scott Gengler	No
Tony Giles	Yes
Judy Gilmour	Yes
Scott Gryder	Yes
Audra Hendrix	Yes
Matt Kellogg	Yes
Matthew Prochaska	Yes
Robyn Vickers	Yes

With nine members voting yes, and Member Gengler voting no, the committee entered into Executive Session at 5:39p.m. by a vote of 9-1.

Others Present: ASA Leslie Johnson, Scott Koeppe

With ten members voting aye, the committee reconvened in Open Session at 7:07p.m.

ADJOURNMENT – Member Prochaska made a motion to adjourn the meeting, second by Member Flowers. **With ten members voting aye, the meeting was adjourned at 7:09p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

APPENDIX C – 2020-2025 SOLID WASTE PLAN LETTER OF ENDORSEMENT FROM THE
KENDALL COUNTY BOARD & BOARD OF HEALTH



**COUNTY OF KENDALL
&**

KENDALL COUNTY HEALTH DEPARTMENT



**KENDALL COUNTY SOLID WASTE PLAN
STATEMENT OF ENDORSEMENT**

This statement represents endorsement of the Kendall County 2020-2025 Solid Waste Plan. The Solid Waste Plan Committee, The Kendall County Health Department Board of Health, and the Kendall County Board provided representation and input throughout the development of the Solid Waste Plan. The Solid Waste Plan Committee and the Kendall County Solid Waste Plan were borne out of cooperative collaboration between the Kendall County Board of Health and the Kendall County Board. On _____, the Kendall County Board approved the Kendall County 2020-2025 Solid Waste Plan.

Ms. Judy Gilmour, Solid Waste Plan Committee Chair

Date

Dr. John O. Palmer, Kendall County Health Department
Board of Health President

Date

Mr. Scott R. Gryder, Kendall County Board Chair

Date

APPENDIX D - STRUCTURE OF 2020-2025 SOLID WASTE PLAN COMMITTEE

Kendall County Solid Waste Plan Committee

The Solid Waste Plan update process included a committee structure with representatives invited from all Kendall County villages and municipalities, as well as other parts of county government and members of the public-at-large.

- County Board Chair
- County Board Health and Environment Committee Chair (*serving as Chair of the Solid Waste Plan Committee*)
- One representative from the Board of Health
- One representative from Environmental Health Advisory Board
- Two members from the public-at-large (*chosen by County Board Chair/Designee*)
- One representative from each of the following was invited:

City of Plano	Village of Millbrook	Little Rock Township
Village Oswego	Village of Montgomery	Seward Township
United City of Yorkville	Fox Township	Big Grove Township
Village of Lisbon	Lisbon Township	Na-Au-Say Township
Village of Newark	Kendall Township	Oswego Township
Village of Millington	Bristol Township	

COMMITTEE MEMBER	REPRESENTING
John Church	Kendall County Health Department Environmental Health Advisory Board Member
Thomas P. Fleming	Seward Township
Cliff Fox	Village of Newark
Judy Gilmour	Kendall County Board Member & Solid Waste Plan Committee Chair
Scott Gryder	Kendall County Board Chair
Bob Hausler	City of Plano
Jennifer Hughes	Village of Oswego
Scott Koepfel	Kendall County Administrator
Stan Ludwikowski	Kendall County Resident
Todd Milliron	Kendall County Resident
Diane Selmer	Oswego Township
Erin Willrett	United City of Yorkville
KENDALL COUNTY HEALTH DEPARTMENT STAFF	
Dr. Amaal Tokars	Executive Director/Public Health Administrator
Marlin Hartman	Solid Waste Coordinator
Steve Curatti	Program Administrator
Aaron Rybski	Environmental Health Services Director
Becki Rudolph	Executive Assistant
Ariisa Hunt	Executive Assistant

APPENDIX E – 2019 MEETING SCHEDULE KENDALL COUNTY SOLID WASTE PLAN COMMITTEE

The Kendall County Solid Waste Plan Committee met on the following dates from 5:00 p.m. to 7:00 p.m.

February 26, 2019

May 28, 2019

August 27, 2019

September 25, 2019 – Field trip to the Plano Transfer Station

October 9, 2019

November 20, 2019

APPENDIX F - SOLID WASTE PARTICIPANT INSIGHT INSTRUMENT



Solid Waste Participant Insight Instrument

(Please do not place your name on this instrument.)

Solid Waste, more commonly known as trash or garbage, consists of everyday items we use and then throw away, such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries. This comes from our homes, schools, hospitals, and businesses. EPA encourages practices that reduce the amount of waste needing to be disposed of, such as waste prevention, recycling, and composting.

Source reduction or waste prevention, is designing products to reduce the amount of waste that will later need to be thrown away and also to make the resulting waste less toxic.

Recycling is the recovery of useful materials, such as paper, glass, plastic, and metals, from the trash to use to make new products, reducing the amount of virgin raw materials needed.

Composting involves collecting organic waste, such as food scraps and yard trimmings, and storing it under conditions designed to help it break down naturally. This resulting compost can then be used as a natural fertilizer.

Source Reduction

To what extent has your participation made a meaningful contribution to source reduction in Kendall County?

Very Meaningful __ Meaningful Contribution__ Slight Contribution__ No Contribution__

Recycling Improvement

To what extent has your participation made a meaningful contribution to recycling improvements in Kendall County?

Very Meaningful __ Meaningful Contribution__ Slight Contribution__ No Contribution__

Composting Improvement

To what extent has your participation made a meaningful contribution to composting improvements in Kendall County?

Very Meaningful __ Meaningful Contribution__ Slight Contribution__ No Contribution__

Participatory Input (Contribute to insight and understanding through dialogue.)

To what extent have you provided participatory input to the Kendall County Solid Waste Plan?

Very Meaningful __ Meaningful Contribution__ Slight Contribution__ No Contribution__

Respectful Treatment

To what extent have you received respectful treatment from participants during the Solid Waste Planning Process?

Very Respectful__ Respectful Treatment__ Somewhat Disrespectful__ Very Disrespectful__

Please feel free to provide insights into your experience and your work on this Solid Waste Plan:

RECYCLING



PAPER MATERIAL

Magazines and Catalogs
Telephone Books
Kraft Brown Paper Bags
Corrugated Cardboard
Cereal Boxes (Food boxes in general)
Junk Mail
Mixed Paper



METAL MATERIAL

Aluminum Cans
Aluminum Foil
Steel or Tin Cans
Empty Aerosol Cans
Aluminum Baking Trays/Pie Tins



PLASTIC

Pop Bottles
Milk containers (Dry, please)
Water Bottles (With caps, please)
Margarine/Butter Tubs (No food residue)
Toiletry/Beauty-Aid Bottles
Laundry Detergent Bottles



GLASS MATERIAL

Glass Bottles (Clear, brown, green or blue)
Glass Jars (Clear, brown, green or blue)



MILK CARTON/ DRINK BOXES

Gable Top Milk & Juice Cartons (Dry, please)
Juice Boxes (Dry, please)

REUSE
REDUCE
RECYCLE

GARBAGE ITEMS

Carbon paper
Carpet & cloth material
Cardboard contaminated w/food
Glass (Non bottle or jar)
Glass (Windows)
Food
Liquids
Plastic bags (Grocery bags / trash bags)
Plastic (Saran wrap)
Plates or dishes
Styrofoam
Waxed cardboard
Waxed paper

Please check with *your* waste hauler
for specific details

APPENDIX H – 2015-2020 SOLID WASTE IMPLEMENTATION EFFORTS

The following section describes progress made towards implementation of the 2015-2020 Solid Waste Plan.

■ADMINISTRATIVE OBJECTIVES IMPLEMENTED

There were two 2015 Administrative Objectives addressed over the Plan's 2015-2020 cycle. These objectives are summarized below. The discussion following each objective identifies the action(s) taken to meet the intent of the objective and Plan.

- A. Integrate solid waste legislation monitoring into Kendall County Health Department legislative/policy work.

Schedule: December 2015

This objective is completed due to including some municipal solid waste legislation within the Kendall County Health Department legislative/policy work.

Kendall County Health Department supported Product Stewardship Institute, an organization that has guided and supporting Illinois and Illinois Counties with legislation of solid waste management.

- B. Integrate goals from Solid Waste Plan into Kendall County Health Department Strategic Plan

Schedule: December 2015

This objective is completed as goals from this plan have been incorporated into the Kendall County Health Department Strategic Plan.

■RECYCLING AND SOURCE REDUCTION OBJECTIVES IMPLEMENTED

Providing education and data to the public in a variety of different methods is considered very important in order to ensure that the widest variety of residents learn about proper recycling and the benefits of source reduction. To this end, Kendall County Health Department spent a great deal of time working with school and other government contacts, fostering a good relationship with local media and utilizing our own social media as part of our outreach. Additionally, innovative strategies, such as recognizing local businesses were used to further promote good practices. The following points are provided as examples of accomplishments for each objective.

- A. Offer to educate and promote recycling and source reduction within Kendall County.

- An educational E-waste video was created through WSPY and aired on the local cable channel. (June-October, 2015)
- Kendall County sponsored an E-waste Collection event (August 2017)
- Environmental Health staff routinely respond to community phone calls regarding disposal or proper recycling of solid waste (ongoing)

- B. Interact with local schools, clubs, senior groups and community groups in Kendall County on ways in which to promote and practice recycling and source reduction.

Schedule: Annually interact with the Kendall County community via groups such as those reference above, in an effort to promote and inspire recycling and source reduction

Some of the school education included the joint effort by the Soil and Water District.

- 2 Hoover Natural Resources Tour (once annually)
 - 2015- Approximately 800 students, representing three school districts, in May were completed over 4 days.
 - 2016- Approximately 400 students, representing two school districts, and one private school in May were completed over 3 days.
 - 2017 - Approximately 300 students, representing two school districts, in May were completed over 2 days.
 - 2018 - Approximately 300 students, representing two school districts in May were completed over 2 days.
 - 2019 - Approximately 300 students, representing two school districts in May were completed over 2 days.

Additional school education completed.

- 2 Completed classroom education and compost and transfer station facility tours with Bristol Grade school second grade class (2018)

Some of the community education:

- 2 Millbrook Methodist Church (December 2016)
- 2 Solid Waste Plan Kendall County Community Update (November 2017)

- C. Using social/mainstream media, including Kendall county Green Pages to incorporate information on source reduction, recycling and other actions to encourage said waste management.

Schedule: By 2015, update the Kendall County Green Page, and provide community-wide access to this and future updated editions via use of the Kendall County Health Department and Kendall County websites; make reference and embed a website link to the Green Page, within the Kendall County Health Department Community Resource Directory, which is made available both in hardcopy and on the Health Department's website; promote the existence of the Green Page on the Kendall County Health Department's Facebook page. Annually, review the Green Page for any applicable updates.

Staff appeared on WSPY and WAUR in the following months:

- 2015 May, August & December
- 2016 March, April, June, October & December
- 2017 July
- 2018 April

- Facebook/Twitter posts:
 - Supporting Oswego's recycling event (April 2016)
 - National Drug Takeback Day (October 2016)
 - Green pages updated with new source reduction guidelines (July 2017)
 - Advertising Kendall E-waste collection (July-August, 2017)
 - Green pages update announced, results of E-waste event (September 2017)
 - Phonebook recycling (2017)
 - E-waste, Sharps and recycling contamination (March, 2018)
 - America Recycles Day (contamination in recycling) (November, 2018)
 - Contamination reduction in recycling (June 2019)

- D. Identify and Communicate methods by which to practice safe and proper disposal of residential household hazardous waste.

Schedule: Performed annually.

- Updated Green Pages on Naperville Household Hazardous Waste site change of location (January, 2015)
- Met with a waste hauler to discuss unincorporated area and household hazardous waste (2016)
- Facebook post promoting Naperville Household Hazardous Waste site (June, 2017)
- Attended Illinois Counties Solid Waste Management Association meeting addressing Illinois funds removed from Household Hazardous Waste budget (2018)
- Sharps management being addressed through PSI (2018)
- Environmental Health staff routinely respond to community phone calls regarding residential Household Hazardous Waste (ongoing)
- Updated Kendall County Health Department website to advise on proper paint disposal (2019)

- E. Communicate with waste haulers to address recycling concerns and possible waste hauler actions that would improve collections.

Schedule: By 2018, all licensed waste haulers will be contacted regarding types of customer education practices implemented.

- Attended seminar on "Challenges of Recycling Glass" concerns of waste haulers. (2016)
- Met with a waste hauler to address unincorporated area for household hazardous Waste (2016)
- Discussed National Chinese Sword and Green Fence Impacts on Haulers (2018)
- Collected waste data from haulers (Annually as part of licensing)

- F. Recognize businesses within Kendall County who proactive innovative waste reduction and recycling.

Schedule: Starting in 2016, and annually thereafter, recognize a minimum of one Kendall County business for implementing innovative and effective waste reduction and/or recycling practices.

- Created survey to for sanitarians to complete during inspections to determine recycling efforts. Data collected and analyzed to determine proactive and innovative recycling and source reduction activities in restaurants. (2016)

- Formally recognized some businesses in Kendall County for exemplary waste reduction and recycling (2017)

G. Interact with municipalities and villages within Kendall County on financial benefits and best practices in managing municipal solid waste.

Schedule: Twice during the next five years, each village or municipality should be contacted by the Kendall County Health Department to discuss municipal solid waste practices and financial benefits.

- Worked with Yorkville on E-waste collection concerns. (2015)
- Interacted with Plano on Transfer Station operation. (2016)
- Briefed member's mayors and managers group regarding E-waste legislation. (2018)

■COMPOST OBJECTIVES IMPLEMENTED

Staff worked to stay current with evolving legislation, and with changes to the local composting operation, communicated often with the public and other officials to provide education on proper practices.

A. Offer to educate community, strive to be informed and knowledgeable on lasting composting processes; foster cooperative relationships with commercial composting operations and support legislation to improve compost and yardwaste land application regulations.

Schedule: Educating the community will be an ongoing activity as outreach opportunities become available through various media or presentations.

Semi-annually, visit Illinois Environmental Protection Agency permitted compost sites within Kendall County.

- Kendall County Health Department Staff participate in the Illinois Food Scrap Coalition (2015)
- Staff attended Composting presentation at Illinois Counties Solid Waste Management Association Annual conference (October, 2016)
- Staff communicated with the compost facility in Kendall County as it came under new management (Midwest Materials Management) (2016)
- Working with Midwest Materials Management to create some formal procedures for odor control in response to community concerns (2017)
- Completed classroom education and compost and transfer station facility tours with Bristol Grade school Second Grade class (2018)
- Staff educated community during calls concerning local composting facility (2017-2019)
- Updated compost information on Kendall County Health Department website (2019)

B. Routinely monitor legislation addressing compost and yard wasteland application regulations.

- Illinois Environmental Protection Agency modified legislation to aid in composting in Illinois (House Bill 6029) (2016).

■WASTE-TO-ENERGY AND ALTERNATIVE TECHNOLOGIES OBJECTIVES IMPLEMENTED

Kendall County Health Department Staff have monitored the waste-to-energy industry and regulations and has observed an evolution in technologies over this time frame.

- A. Identify state/federal regulations relating to waste-to-energy and alternative technologies.

Schedule: Routinely track and examine legislation addressing waste-to-energy and other alternative technologies intended to manage of solid wastes.

- No regulations of significance were modified or implemented during this Solid Waste Plan cycle.

- B. Identify Status of United States Environmental Protection Agency clean air attainment and non-attainment designation for townships and relating to waste-to-energy siting.

Schedule: Confirm annually and remain informed on the status of Kendall County townships as related to the National Ambient Air Quality Standards.

- National Ambient Air Quality Standards were verified to ensure these attainment/non-attainment areas had not changed throughout the duration of this current plan.

- C. Continue to identify and examine alternative technologies and offer to educate the public and county leaders regarding these technologies.

Schedule: Remain informed on both the successes and challenges presented by established waste-to-energy and alternative technology-based solid waste management operations at the global and national levels.

- A tour of the Covanta Incinerator was completed (2015)
- Researched modular air-curtain burners for wood waste (2018)
- Bio-diesel from waste technology is starting in the Midwest and this progress is being monitored. This was presented to the Solid Waste Plan Committee at an update meeting. (2019)

- D. No new waste-to-energy facilities or alternative technology facilities as defined by Illinois Environmental Protection Agency as a pollution control facility for handling municipal solid waste in Kendall County.

Schedule: 2015-2020

- No waste-to-energy or alternative technology defined as a pollution control facility were sited during this Solid Waste Plan cycle.

■TRANSFER STATIONS OBJECTIVES IMPLEMENTED

A transfer station was built in Kendall County during this last plan cycle. Activities completed are listed below.

- A. Development of private sector municipal solid waste transfer facilities are allowable within Kendall County.

Schedule: 2015-2020

- A municipal solid waste transfer station was sited in Kendall County. (2016)

- B. Transfer Station Host Community Benefit Agreement

Schedule: 2015-2020

- All Transfer Stations must enter into a Host Community Benefit Agreement with the siting authority in the host community and with the Kendall county Board.
- Each Host Community Benefit Agreement should make considerations for facilities that include materials recovery.
- County entered into host benefit agreement with the municipal solid waste transfer station in Plano. (2016)

■LANDFILLS OBJECTIVES IMPLEMENTED

- A. No new or expanded landfills in Kendall County.

Schedule: 2015-2020

- No Landfills defined as a pollution control facility were sited during the duration of this Solid Waste Plan cycle.