

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Office Building
Rooms 209 & 210
111 W. Fox Street, Yorkville, Illinois
6:30 p.m.
Meeting Minutes of October 9, 2018

CALL TO ORDER

The meeting was called to order by Chairman Davidson at 6:30 p.m.

ROLL CALL

Committee Members Present: Lynn Cullick (arrived at 6:33), Bob Davidson (Chairman), Judy Gilmour, and Matt Kellogg (Vice Chairman)

Committee Members Absent: Scott Gryder

Also Present: Matt Asselmeier (Senior Planner), Don Draper, Mark Perle, Karen Melendez, Joe Clark, Robert Delaney, Mark Cardwell, Brian Barnwell, Steven Halcomb, Todd Milliron, Paul Pope, Jim Williams, and Paul Kovacevich

APPROVAL OF AGENDA

Motion by Member Kellogg, seconded by Member Gilmour, to approve the agenda as presented. With a voice vote of three (3) ayes, the motion carried unanimously.

APPROVAL OF MINUTES

Motion by Member Kellogg, seconded by Member Gilmour, to approve the minutes of the September 9, 2018 meeting. With a voice vote of three (3) ayes, the motion carried unanimously.

Member Cullick arrived at this time (6:33 p.m.).

EXPENDITURE REPORT

Motion by Member Kellogg, seconded by Member Gilmour, to forward the claims to the Finance Committee. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT

Todd Milliron, Cotswold Drive, spoke on Petitions 18-07 and 17-28. He noted that each of these petitions received formal objections from at least one (1) township. He expressed concerns for enforcing zoning regulations by individual township because of the size of the staff of the Planning, Building and Zoning Department. He believed that the gun range proposal was a work-in-progress. He expressed concerns about the lack of due process regarding Petition 18-07.

Don Draper, Route 34, represented the Barber Greene Hunting and Fishing Club. He asked if the proposal applied to their gun range. Mr. Asselmeier said that existing gun ranges were grandfathered from the proposal. He commended the County for trying to find an amicable proposal. He expressed concerns regarding the decision of the previous meeting. Mr. Asselmeier clarified that the Kendall County Zoning Board of Appeals recommended denial of the proposal, but their denial is a recommendation only. Mr. Draper was concerned that people

moving into the area want to change existing businesses. He asked the Committee to recommend approval of the proposal. Chairman Davidson explained why the proposal was placed as a special use.

Steven Halcomb, West Sherrill Road, expressed concerns that the Village of Lisbon did not know which future land use map was the correct, adopted map. He argued that the Village of Lisbon would not benefit financially from this proposal, but the County would benefit financially. Chairman Davidson said this proposal was drafted because of the expansion of Route 47 and he believed the proposal would benefit the County as a whole. Chairman Davidson expressed his opposition to residential uses along Route 47. He asked if a highest and best use study has occurred. Member Kellogg said that most of the best use for land for the area is agricultural, but a lot of land in northeast Illinois has been transformed to other uses. Chairman Davidson said that he cannot stop someone from making a rezoning request under false pretenses, but he hoped that future County Board members will have adequate information to make informed decisions. Chairman Davidson said that he favors protecting the natural resource under the ground.

Paul Pope, Village President of Lisbon, discussed the research by the Village regarding which future land use map was the lawfully adopted map. He provided a letter that was sent to John Church and the minutes of a Village Board meeting adopting a Comprehensive Plan. He stated that the majority of the existing Village Board favored the County's proposal.

PETITIONS

Amended Petition 17-28-Request from the Kendall County Planning, Building and Zoning Committee

Mr. Asselmeier summarized the request.

Chairman Davidson requested that this proposal be laid over until the November meeting. He requested permission to send the draft letter in the packet to Na-Au-Say Township.

Motion by Member Cullick, seconded by Member Gilmour, to send the letter to Na-Au-Say Township and to table the proposal until the November 2018 Planning, Building and Zoning Committee meeting.

Yeas (4): Cullick, Davidson, Gilmour, and Kellogg
Nays (0): None
Abstain (0): None
Absent (1): Gryder

The motion carried. Mr. Asselmeier will send to the letter to Supervisor Blocker and this proposal will be placed on the November 13, 2018, Planning, Building and Zoning Committee agenda.

Petition 18-04- Kendall County Regional Planning Commission

Mr. Asselmeier summarized the request.

Mr. Asselmeier noted that the Village of Plattville was going to review their plan; legalities related to the intergovernmental agreement would need to be worked out if Plattville made changes that were not consistent with the County's plans.

Motion by Gilmour, seconded by Member Cullick, to table the proposal. Discussion occurred regarding sending the matter to the Committee of the Whole so that residents can speak directly to the County Board. Member Cullick withdrew her second and Member Gilmour withdrew her motion.

Motion by Member Cullick, seconded by Member Kellogg, to forward the proposal to the November Committee of the Whole.

Yeas (4): Cullick, Davidson, Gilmour, and Kellogg
Nays (0): None
Abstain (0): None
Absent (1): Gryder

The motion carried. This matter will go to the Committee of the Whole on November 15, 2018.

Amended Petition 18-07-Kendall County Planning, Building and Zoning Committee

Mr. Asselmeier distributed the State's Attorney's opinion on the proposed ordinance.

Motion by Member Kellogg, seconded by Member Cullick, to withdraw Petition 18-07. Member Kellogg recognized the work conducted by the advisory committees.

Yeas (4): Cullick, Davidson, Gilmour, and Kellogg
Nays (0): None
Abstain (0): None
Absent (1): Gryder

The motion carried.

Petition 18-25-Paul Kovacevich on Behalf of Tri-Star Development, Inc.

Mr. Asselmeier summarized the request.

Paul Kovacevich, on behalf of Tri-Star Development, Inc., is requesting a map amendment rezoning the subject property from A-1 to R-1 in order to be able to build a forty (40) lot single-family residential subdivision. The Petitioner would like to have the zoning in place prior to going through the subdivision process.

Petition information was sent to Seward Township on July 31, 2018. Seward Township did not file a formal objection on this request.

The subject property is within one point five (1.5) miles of the City of Joliet. The City of Joliet submitted comments on July 27, 2018. They encouraged development to follow the Aux Sable Creek Watershed Plan.

The Village of Shorewood expressed no opposition to the proposal.

Petition Information was sent to the Minooka Fire Protection District on July 31, 2018.

Chief Tim Wallace spoke at the August 22, 2018, Kendall County Regional Planning Commission meeting. He asked if retention would be installed. He asked about the setbacks for the houses in the development. He expressed concerns regarding the single access point to Route 52. There are no cul-de-sacs in the existing proposed subdivision. Accessory buildings would be allowed in the development as long as they followed the Kendall County Zoning Ordinance. The issues raised by the Chief would be addressed as part of the subdivision process.

ZPAC reviewed the request at their meeting on August 7, 2018. Ms. Andrews stated that a couple potential wetlands were located on the property. She requested that the Petitioner work with a wetland delineation specialist to identify these areas. The Petitioner said that the area was wet because of plugged drain tile. Ms. Andrews noted that three (3) lots were in floodway and six (6) lots were in the floodplain as shown on the current version of the preliminary plat. Soils ranged from poorly drained to somewhat poorly drained. Some building limitations exist because of the soils. A secondary septic field will be needed. Ms. Andrews expressed concerns about draw-down of the aquifer. Mr. Rybski expressed concerns about the difficulty of placing conventional septic systems on the proposed lots. The septic systems will have ongoing maintenance requirements. Many of the technologies are newer and they are still working out some of the issues with new technologies. Mr. Klaas asked if the Petitioner had any contact with the Illinois Department of Transportation regarding access off of Route 52. The response was they contacted the Illinois Department of Transportation, but have not received comments to date. The Petitioner stated a development like this does not exist in Kendall County and the covenants and restrictions are very restrictive. The clientele the Petitioner is targeting should not have difficulty maintaining the system. ZPAC unanimously recommended approval of the requested map amendment.

The Forest Preserve District did not have a representative at the ZPAC meeting. Following the meeting, they expressed concerns regarding the point of access for the lot that was proposed to be Forest Preserve property. The Forest Preserve District did not have any objections to the map amendment request.

The Kendall County Regional Planning Commission reviewed this request at their meeting on August 22, 2018. Mr. Asselmeier read an email from Dan Roberts, Seward Township Trustee, expressing his concerns about stormwater and public safety; this email is included with the minutes of the Kendall County Regional Planning Commission meeting. Discussion occurred regarding allowing horses in the development; horses would be addressed in the covenants and restrictions of the subdivision. The Petitioner was advised that the zoning does not guarantee the development of the subdivision will occur as currently presented. Jaime Torres expressed concerns regarding flooding and stormwater issue on Bell and Jughandle Roads and increased traffic. Discussion occurred regarding have the development inside the jurisdiction of one (1) fire protection district instead of two (2) fire protection districts. This issue will be discussed further during the subdivision process. Matt Ewert expressed concerns regarding access on Route 52 and the speed that drivers travel on Route 52; discussion occurred regarding having a turn lane into the property from Route 52. Jim Martin, Seward Township Trustee, stated that, to date, Seward Township has yet to issue either a positive or negative recommendation regarding the proposal. He expressed concerns regarding traffic in the area. Mr. Martin would like the proposal to be reviewed by the Seward Township Planning Commission. The Petitioner was encouraged to take the concerns expressed by everyone under advisement as they move

forward with the platting process. The Kendall County Regional Planning Commission recommended approval of the request with six (6) Commissioners voting in favor and two (2) Commissioners voting in opposition. Chairman Ashton voted no because of the LESA Score.

The Kendall County Zoning Board of Appeals held a public hearing on this request on August 27, 2018. The Zoning Board of Appeals recommended approval of the request with four (4) members voting in favor of the request and two (2) members voting in opposition to the request. Mr. Thompson stated he knows the area is hard to drain. Chairman Mohr stated he voted against the proposal because of the high LESA score.

The land immediately adjacent to the property is zoned A-1 or A-1 with a special use.

EcoCAT Report submitted and consultation was terminated.

The application for NRI was submitted on July 5, 2018. The NRI report was completed on August 6, 2018. The LESA Score was 230 indicating a high level of protection. The NRI Report also noted concerns about soil suitability for certain uses.

The Petitioner desires the map amendment in order to construct a forty (40) lot single-family residential subdivision in the future. The Petitioner would like to secure the applicable zoning before submitting preliminary and final plats. One (1) of the forty (40) lots will be transferred to the Forest Preserve District.

Lots 29 through 39 have an "A" designated lot attached to the primary lot. The "A" lot is floodplain and cannot have structures. The primary lot and the associated "A" lot is considered one (1) zoning lot under Kendall County's Zoning Ordinance. Lot 40 will be transferred to the Forest Preserve District.

Because zoning cannot be conditioned under Illinois law, any of the requirements associated with development (i.e. construction of trails, restricting the sale of "A" lots from their primary lot, etc.) cannot occur until the subdivisions plats are submitted.

The Land Resource Management Plan calls for this area to be Rural Residential in the future. This classification has a maximum zero point six-five (0.65) density units per acre. If the zoning is approved, the maximum number of lots that could be developed is sixty-one (61); (183 acres/2.99 acres). This figure does not take into consideration the undevelopable lands (i.e. wetlands, roads, etc.). The Petitioner is proposing fewer than the maximum number of lots. However, if the Petitioner did create a subdivision with R-1 zoning and the maximum number of lots permitted, the density units per acre would still be below zero point six-five (0.65).

Because the Land Resource Management Plan calls for this area to be Rural Residential in the future, Staff does not believe that the approval of this request would constitute spot zoning.

Any new homes or accessory structures would be required to meet applicable building codes. Building related matters for a subdivision would be addressed during the subdivision process.

The property fronts Route 52. Staff has no concerns regarding the ability of Route 52 to support the proposed map amendment. The Illinois Department of Transportation submitted a letter outlining conditions for accessing Route 52. Access related issues for a subdivision would be addressed during the subdivision process.

No new odors are foreseen. Odor related issues for a subdivision would be addressed during the subdivision process.

Any new lighting would be for residential use only. Lighting related issues for a subdivision would be addressed during the subdivision process.

No fencing or buffer is presently planned for the property. Screening related issues for a subdivision would be addressed during the subdivision process.

Any new homes would have to be constructed per Kendall County's Stormwater Management Ordinance. WBK submitted comments on the proposal. Stormwater related issues for a subdivision would be addressed during the subdivision process.

Electricity is onsite. New well and septic information would have to be evaluated as part of the subdivision or building permit processes.

Member Kellogg asked, if the rezoning is approved and the Petitioner does not submit plats for a subdivision, does the zoning of the property revert back to A-1. Mr. Asselmeier said that once the property is rezoned, the property retains the zoning granted. The zoning does not revert back to A-1. The Petitioner is not bound to submit plans for a subdivision. The average size lot for the proposal is just over three (3) acres; the maximum number of lots if the property is zoned R-1 property is sixty-one (61).

Chairman Davidson expressed his belief that the ground could support the construction of a subdivision with larger lots.

Member Kellogg expressed his opposition to having the Forest Preserve District take over additional property.

Motion by Member Cullick, seconded by Member Gilmour, to recommend approval of the requested map amendment.

Yeas (4): Cullick, Davidson, Gilmour, and Kellogg
Nays (0): None
Abstain (0): None
Absent (1): Gryder

The motion carried. This matter will go to the County Board on October 16, 2018.

NEW BUSINESS

Recommendation on 2019 Noxious Weed Work Plan

Mr. Asselmeier summarized the request. The Plan is the same as last year, except with different dates.

Motion by Member Kellogg, seconded by Member Cullick, to recommend approval of the proposal.

Yeas (4): Cullick, Davidson, Gilmour, and Kellogg
Nays (0): None
Abstain (0): None

Absent (1): Gryder

The motion carried. This matter will go to the County Board on October 16, 2018.

Discussion of Discharging Firearms on Private Property

Mr. Asselmeier provided the State law and a proposal from McHenry County on the subject.

Motion by Member Gilmour, seconded by Member Cullick, to forward the matter to the Law, Justice, and Legislation Committee.

Yeas (4): Cullick, Davidson, Gilmour, and Kellogg

Nays (0): None

Abstain (0): None

Absent (1): Gryder

The motion carried.

OLD BUSINESS

Approval of Agricultural Impact Mitigation Agreement Between Kendall County and 312 Solar Development, LLC c/o Borrego Solar Systems, Inc. for a Solar Panel Project at 16400 Newark Road

Mr. Asselmeier distributed the State's Attorney's Office's comments on the proposed contract. He noted that the State's Attorney's Office believed that the agreement should be between the County and the operator and not between the County and the property owner.

The consensus of the Committee was, because the special use permit ordinance listed both the owner and operator, both parties should sign Agricultural Impact Mitigation Agreements.

Motion by Member Kellogg, seconded by Member Cullick, to recommend approval of the agreement with the amendments proposed by the State's Attorney's Office.

Yeas (4): Cullick, Davidson, Gilmour, and Kellogg

Nays (0): None

Abstain (0): None

Absent (1): Gryder

The motion carried. The agreement will be forwarded to Borrego for their review prior to going to the County Board.

Approval of Agricultural Impact Mitigation Agreement Between Kendall County and the Nancy L. Harazin Trust Number 101 for a Solar Panel Project at 16400 Newark Road

Motion by Member Kellogg, seconded by Member Cullick, to recommend approval of the agreement with the amendments proposed by the State's Attorney's Office.

Yeas (4): Cullick, Davidson, Gilmour, and Kellogg

Nays (0): None

Abstain (0): None

Absent (1): Gryder

The motion carried. The agreement will be forwarded to the Nancy Harazin Trust and Borrego for their review prior to going to the County Board.

Approval of an Agreement with Teska Associates, Inc. for Work Related to the Zoning Ordinance Consolidation Project (Project Would Unify the Zoning Ordinance into One Searchable Document, Correct Typographical Errors, and Correct Citation Errors) at a Cost Not to Exceed \$8,000; Related Invoices to be Paid from Planning, Building and Zoning Consultant's Line Item (010-2-002-6363)

Mr. Asselmeier summarized the request. Teska agreed with all of the changes recommended by the State's Attorney's Office except for the insurance requirement. Because the project did not involve manual labor, Staff had no objections to the reduced insurance requirement. The project completion date was changed to March 29, 2019.

Motion by Member Kellogg, seconded by Member Cullick, to recommend approval of the agreement with the amendments proposed by the State's Attorney's Office except for the lower insurance requirement.

Yeas (4): Cullick, Davidson, Gilmour, and Kellogg
Nays (0): None
Abstain (0): None
Absent (1): Gryder

The motion carried. The agreement will go to the County Board on October 16, 2018.

REVIEW VIOLATION REPORT

The Committee reviewed the violation report.

Update on Violation of Zoning Ordinance at 790 Eldamain Road

Mr. Asselmeier provided a correspondence regarding this issue. The property owner appears to be constructing the required fence, but they are not starting near the location of the semis.

Update on Violation of Zoning Ordinance at 63 Old Post

Mr. Asselmeier noted this property was discussed at the September Planning, Building and Zoning Committee. The Department is working to gather evidence that a business is illegally being run out of the subject property.

REVIEW NON-VIOLATION REPORT

The Committee reviewed the non-violation report.

UPDATE FOR HISTORIC PRESERVATION COMMISSION

The Historic Preservation Commission is planning a meeting with other historic preservation groups for February 13, 2019, at La Salle Manor. The Commission is also working on criteria and categories for historic preservation awards.

REVIEW PERMIT REPORT

The Committee reviewed the permit report.

REVIEW REVENUE REPORT

The Committee reviewed the revenue report.

CORRESPONDENCE

September 20, 2018 Email from Molly Gerke Regarding Weed Regulations in Plattville

Mr. Asselmeier read the correspondence. The consensus of the Committee was to let the municipality handle the matter.

September 28, 2018 Letter to Planning, Building and Zoning Committee Regarding 5 Ottawa Court

Mr. Asselmeier read the correspondence and stated the property is under investigation.

PUBLIC COMMENT

Jim Williams, Boulder Hill, stated that would like to see the County prioritize enforcement of trailers and boats parked in the front yard instead of updating the junk and debris regulations. He does not believe the definition of inoperable vehicle will resolve all of the matters.

COMMENTS FROM THE PRESS

None

EXECUTIVE SESSION

Motion by Member Gilmour, seconded by Member Cullick, to enter into executive session for the purposes of reviewing minutes of meetings lawfully closed under the Illinois Open Meetings Act (5 ILCS 120/2(c)(21)).

Yeas (3): Cullick, Davidson, and Gilmour

Nays (1): Kellogg

Abstain (0): None

Absent (1): Gryder

The motion carried. The Committee recessed at 7:53 p.m.

Chairman Davidson called the Committee back to order at 7:55 p.m.

ROLL CALL

Committee Members Present: Lynn Cullick, Bob Davidson (Chairman), Judy Gilmour, and Matt Kellogg (Vice Chairman)

Committee Members Absent: Scott Gryder

Also Present: Matt Asselmeier (Senior Planner)

The consensus of the Committee was to release the minutes of executive sessions from January 8, 2018 and October 9, 2018.

ADJOURNMENT











Motion by Member Gilmour, seconded by Member Kellogg, to adjourn. With a voice vote of four (4) ayes the motion passed unanimously. Chairman Davidson adjourned the meeting at 7:58 p.m.

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

Encs.


KENDALL COUNTY
PLANNING, BUILDING, & ZONING COMMITTEE
OCTOBER 9, 2018

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

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
DON DRAPER		
Mark Perone		
Karen Melendrez		
Joe Clark		
Robert Delany		
Mark Caldwell		
Blair Ballman		
STEVEN HALCOMB		

**KENDALL COUNTY
PLANNING, BUILDING, & ZONING COMMITTEE
OCTOBER 9, 2018**

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

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
Todd Milliren	18-07 an 17-28	
PAUL KOVACEVICH		

Summary of Proposed Changes to Kendall County Gun Range Ordinance

1. Include special use for commercial ranges in M-3 zoning only.
2. Redefine ranges covered by special use requirements to include retail commercial use property and property allowing specified number of simultaneous shooters.
3. Incorporate range design requirements from U.S. Government Range Design Criteria rather than from the National Rifle Association .
4. Minimum parcel size of 20 acres.
5. Insurance requirements.
6. Daylight hours only.
7. Locked and gated entrance.
8. Law enforcement, fire and emergency personnel security access.
9. Buffer of 3000 feet from dwellings, schools, churches, airstrips.
10. No alcohol or drug use allowed.
11. Kendall County residential noise regulations apply.
12. Existing permitted ranges continue as they are.

Table 1. Maximum Range of Small Arms Ammunition

Maximum Range of Small Arms Ammunition	
Caliber	Maximum range of small arms ammunition (distance in meters/yards)
.22 long rifle	1400/1531
.38 revolver	
Ball, M41	1600/1749
Ball PGU-12/8	1900/2077
.40 pistol	
Ball	1783/1950
JHP	1908/2086
Frangible	1000/1093
.45 pistol	1500/1640
.45 submachine gun	1600/1749
.357 magnum	2160/2362
9mm pistol	1740/1902
9mm submachine gun	1920/2099
.44 magnum	2290/2504
.50 machine gun	
Ball, M33	6500/7108
AP, M26	6100/6671
12 gauge shotgun, riot 00 buckshot	600/656
.30 rifle and machine gun	
Ball, M23	3100/3390
AP, M2	4400/4811
.30 carbine	2300/2515
5.56mm rifle	
Ball, M193	3100/3390
7.62mm rifle and machine gun	
Ball, M80	4100/4483
Match, M118	4800/5249
40mm	
M79	400/437
Mk-19 40mm	2200/2406

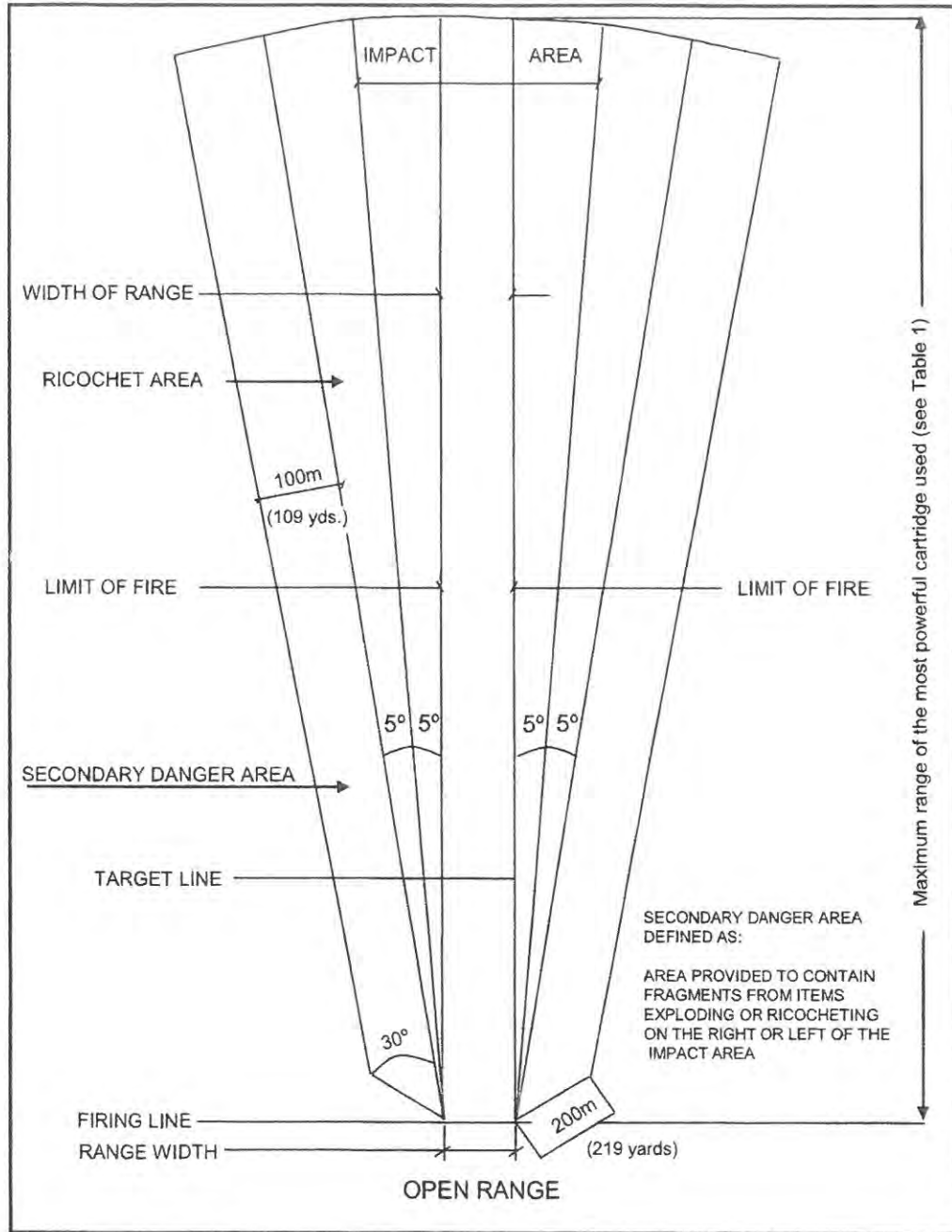


Figure 1
Surface Danger Zone for Small Arms
Firing at Fixed Ground Targets

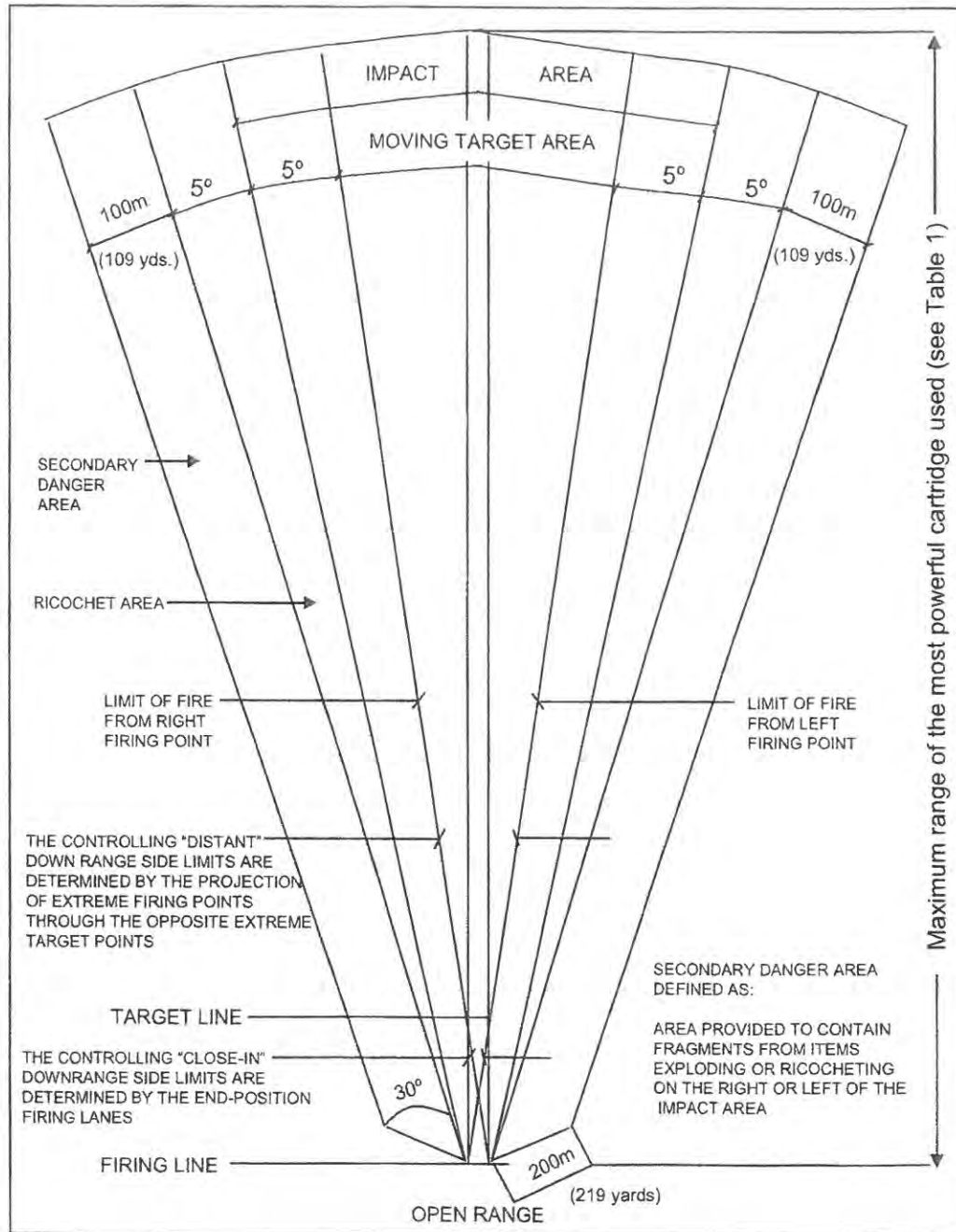


Figure 2
Surface Danger Zone for Small Arms Weapons
Firing at Moving Ground Targets

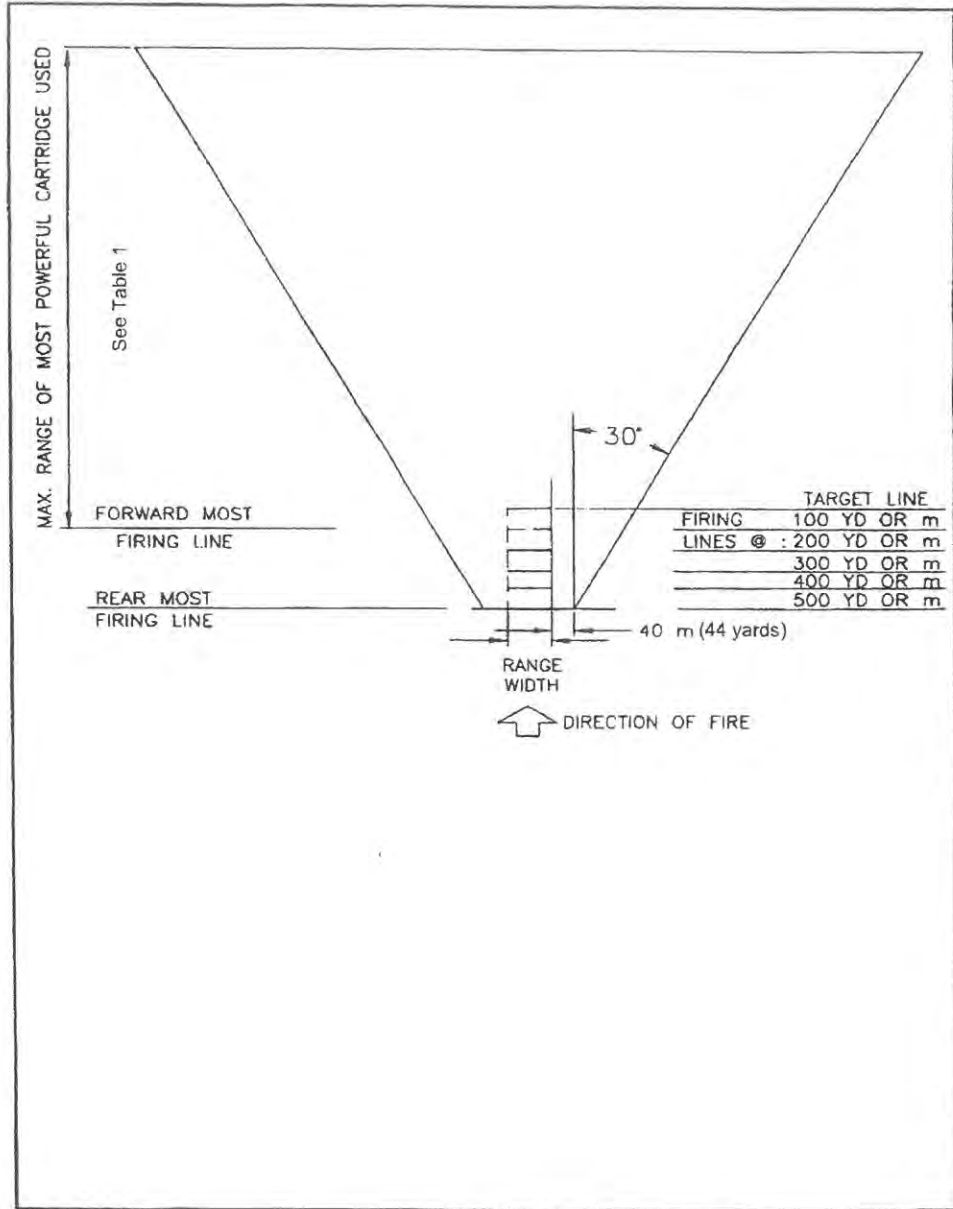


Figure 3
Surface Danger Zone for Small Arms Firing
At Fixed Ground Targets with Rocky Soil
Or Targets Causing Ricochet

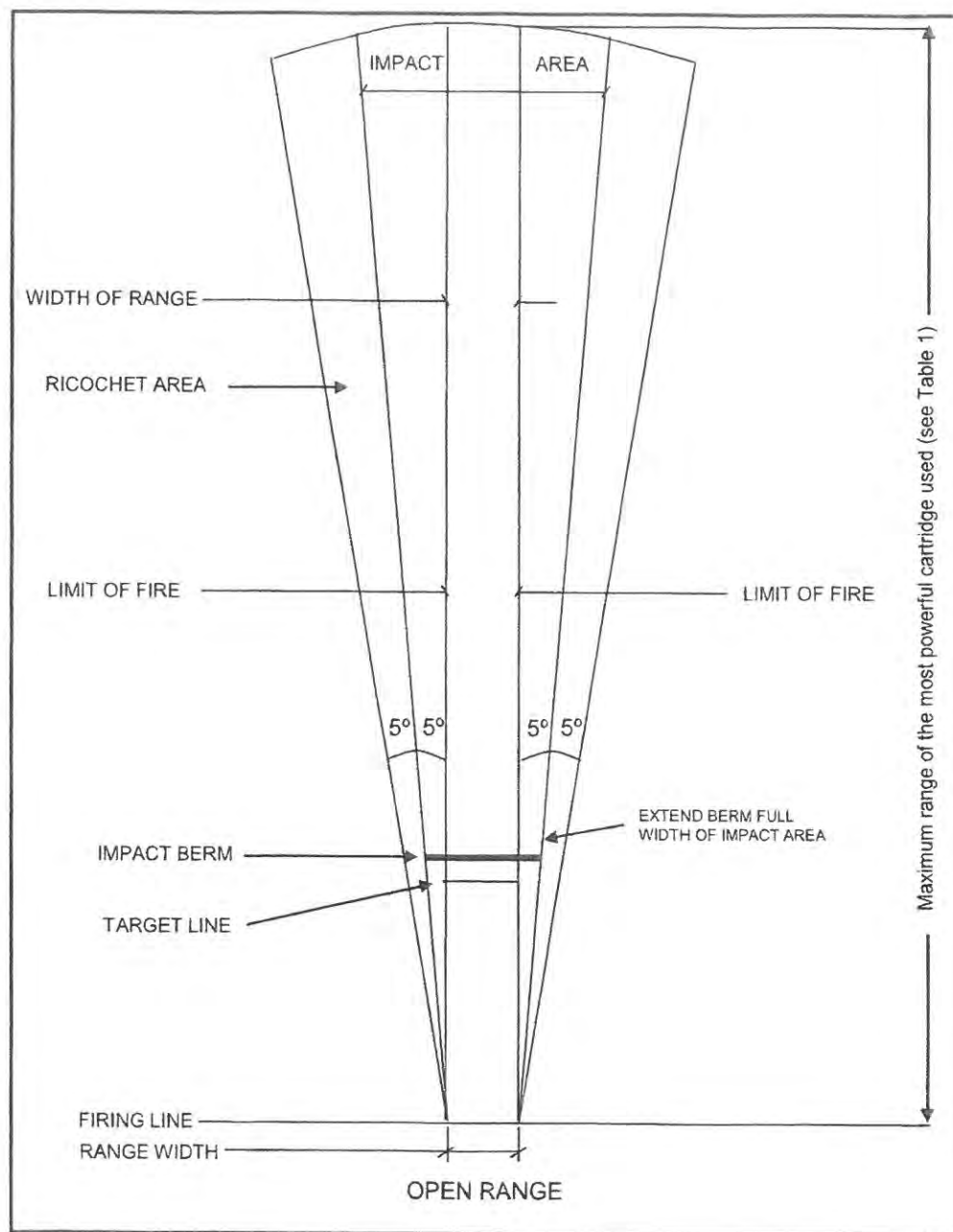


Figure 5
Surface Danger Zone with Impact Berm
for Small Arms Firing at Fixed Ground Targets

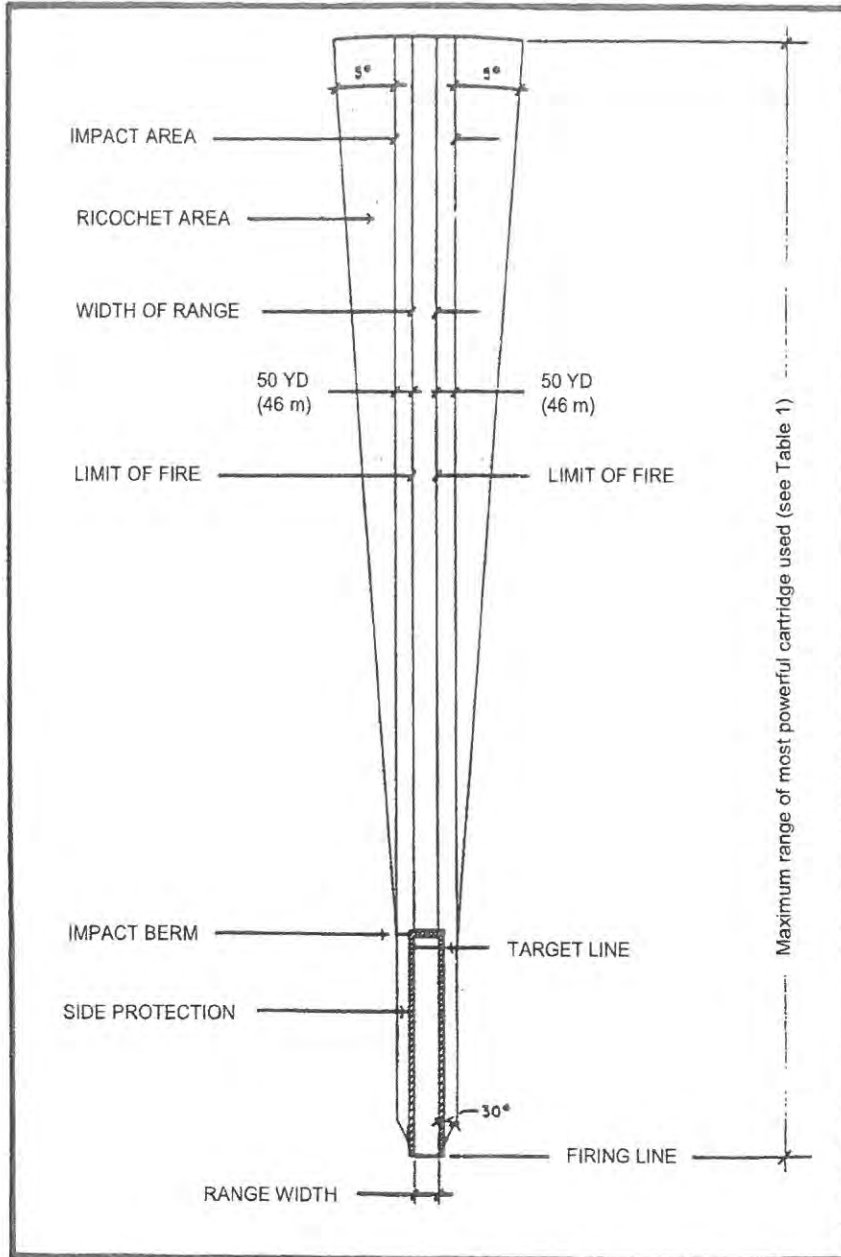


Figure 6

Open Range with Impact Berm and Side
Protection Surface Danger Zone for Small Arms
Firing at Fixed Ground Targets

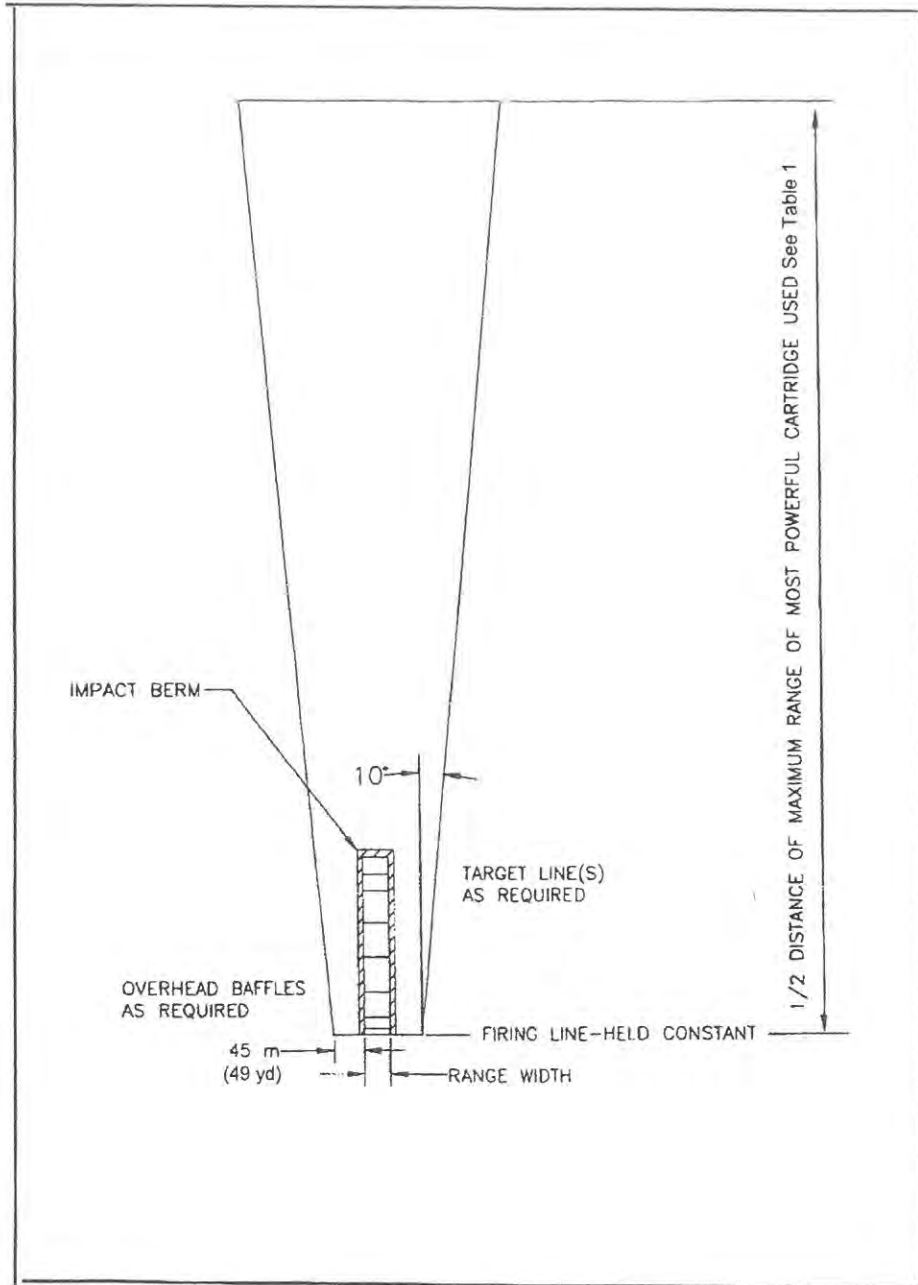


Figure 7
Surface Danger Zone for Partially Baffled Range
(Small Arms Firing at Fixed Ground Targets)

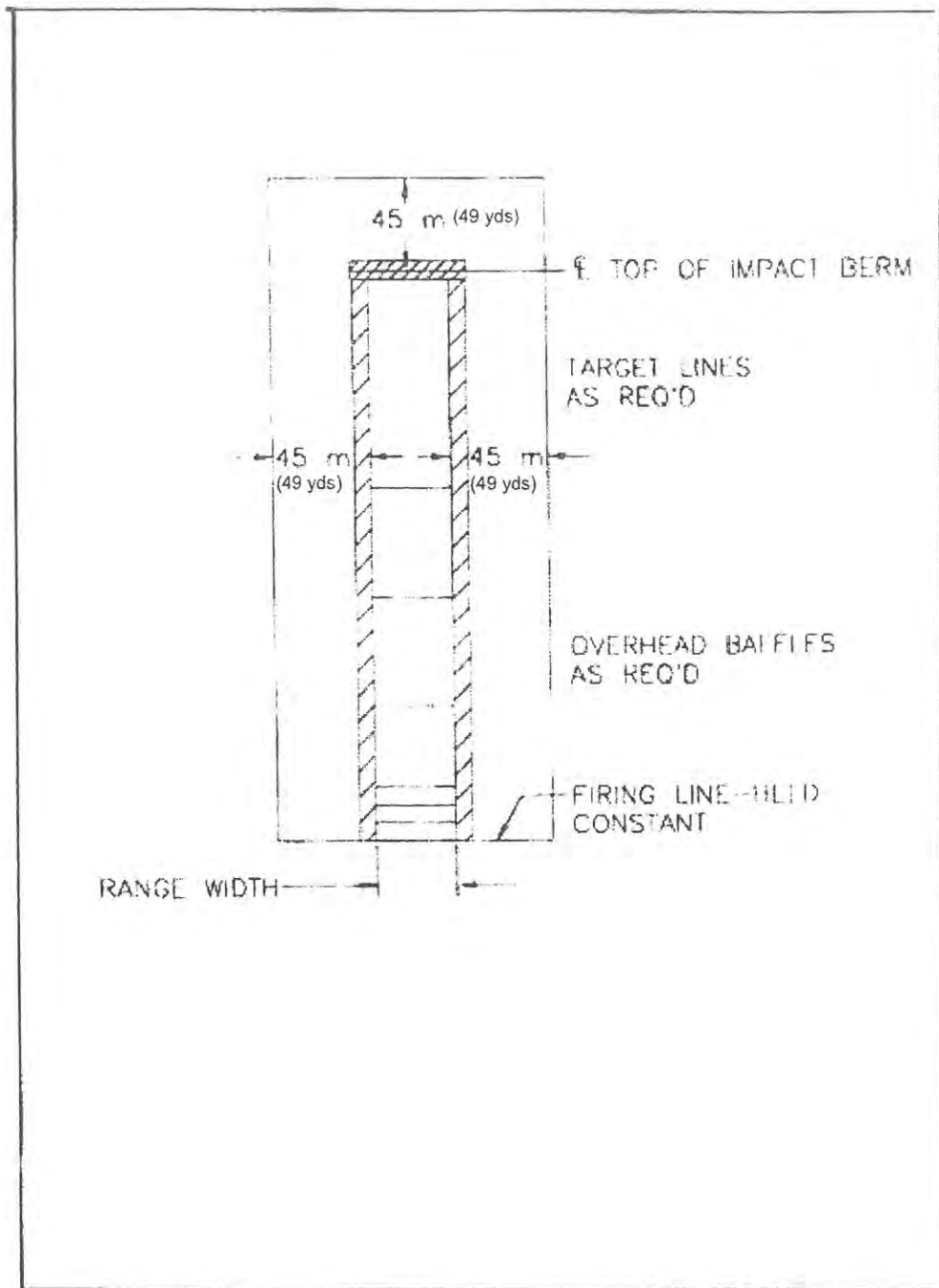


Figure 8
Surface Danger Zone for Fully Baffled Range
(Small Arms Firing at Fixed Ground Targets)

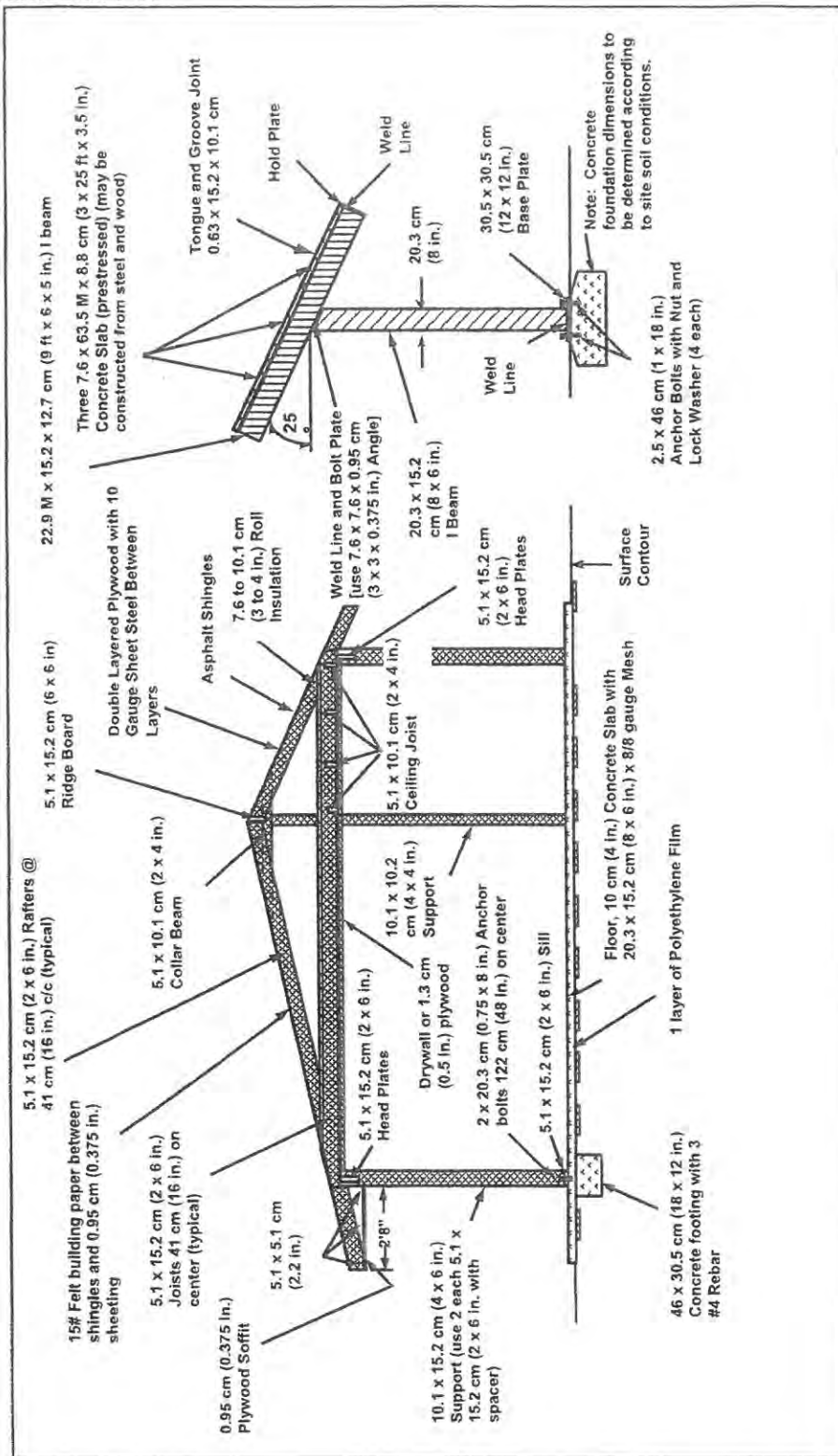


Figure 9
Ballistic Overhead Canopy

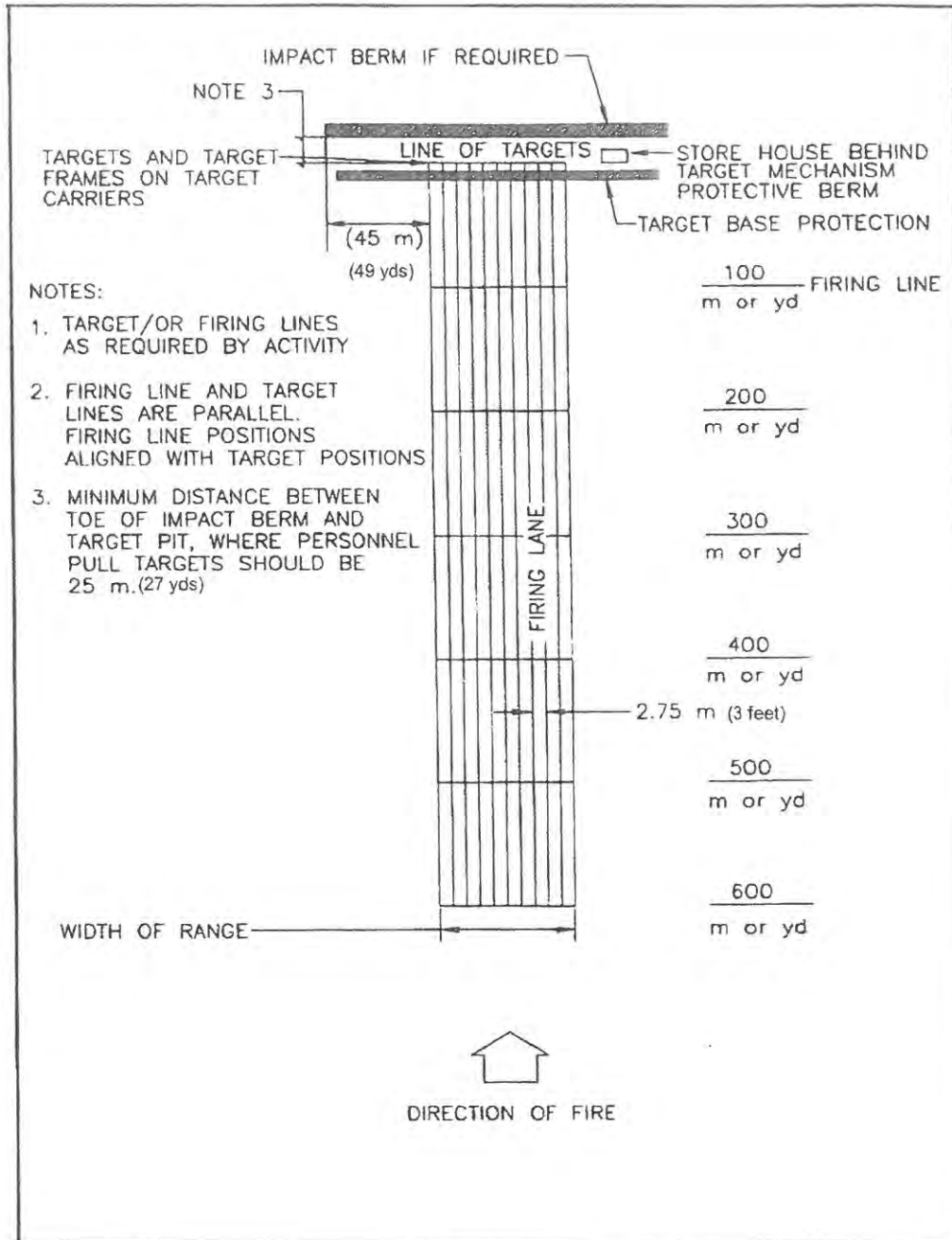


Figure 10
Outdoor Rifle Range Layout

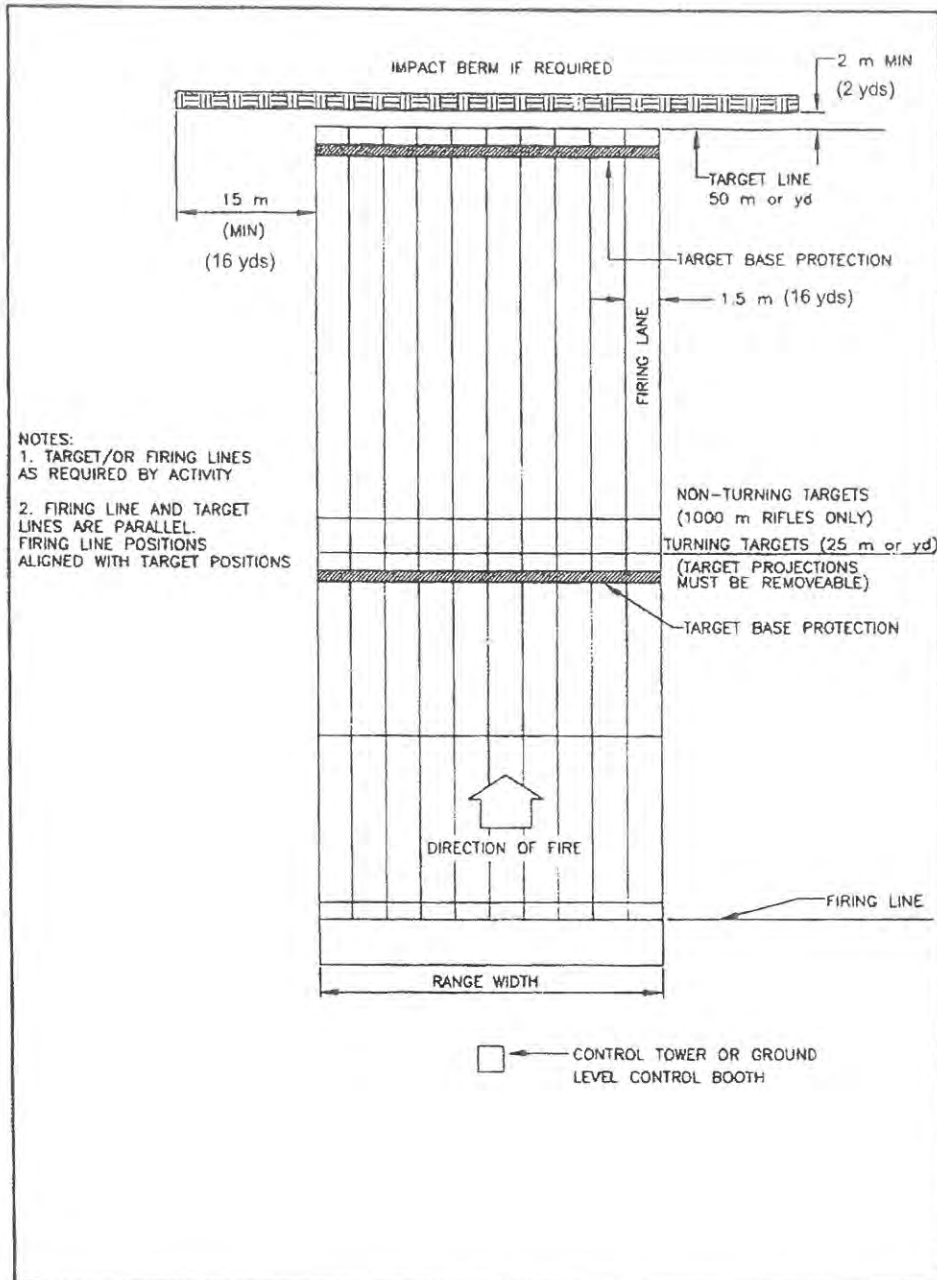


Figure 11
Pistol Range Layout

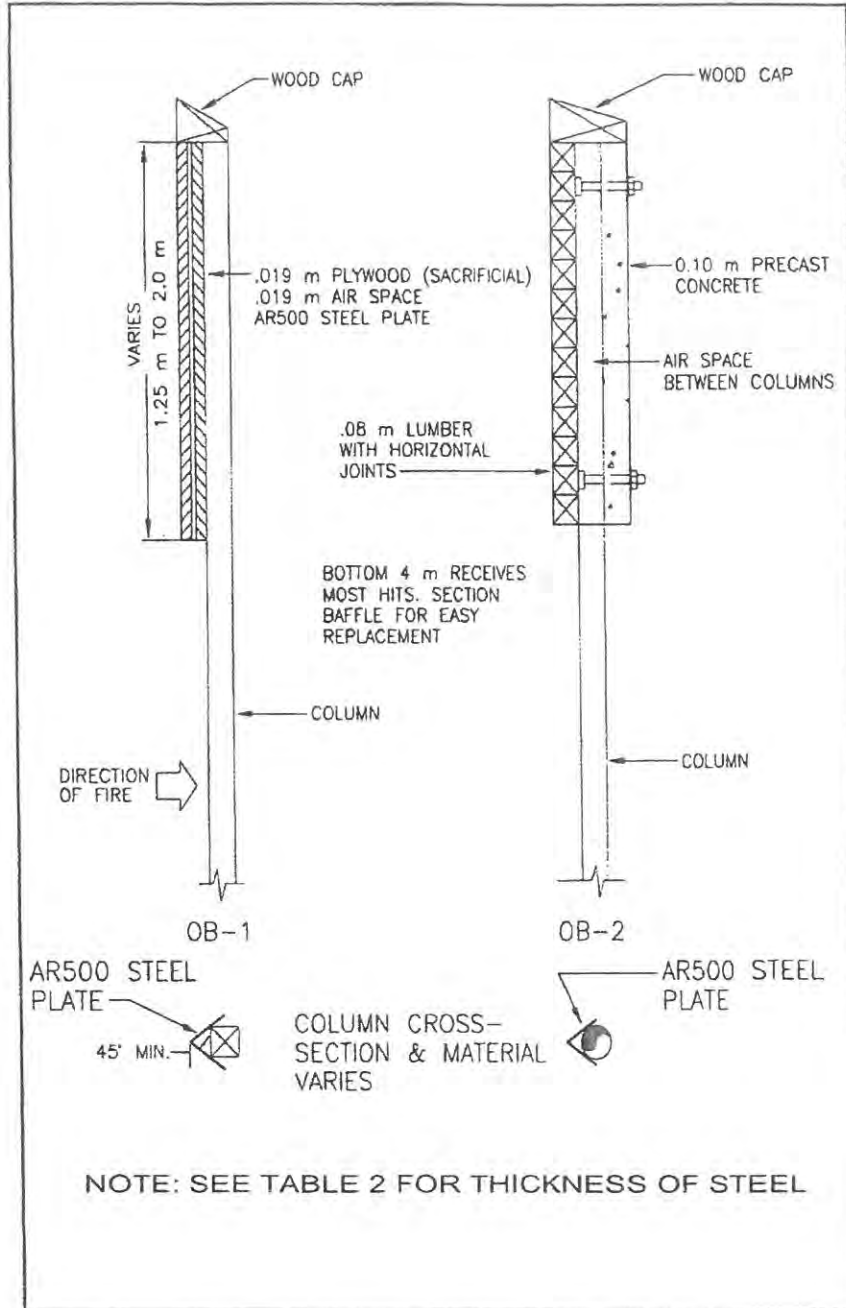


Figure 12
Ballistic Material

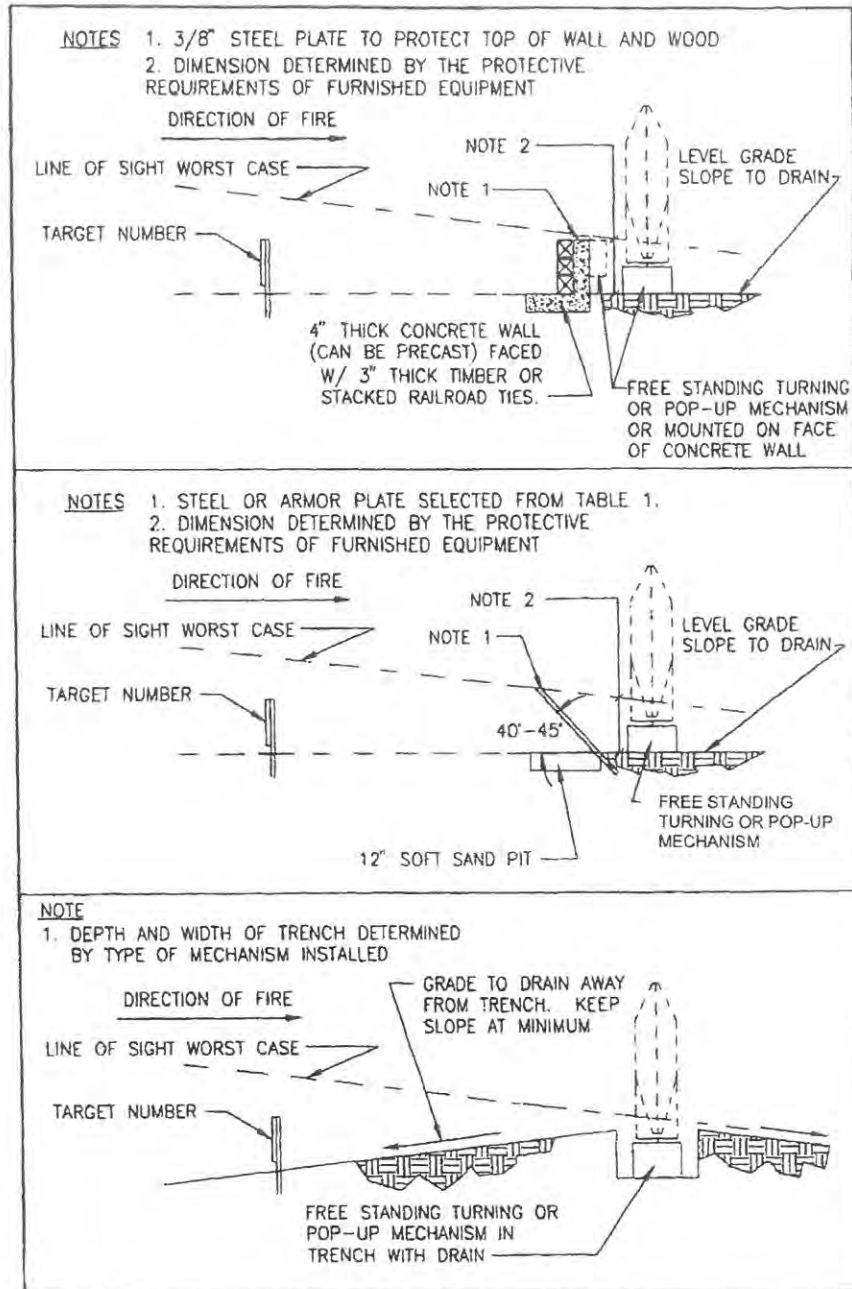


Figure 13
Ballistic Protection of Target Mechanism

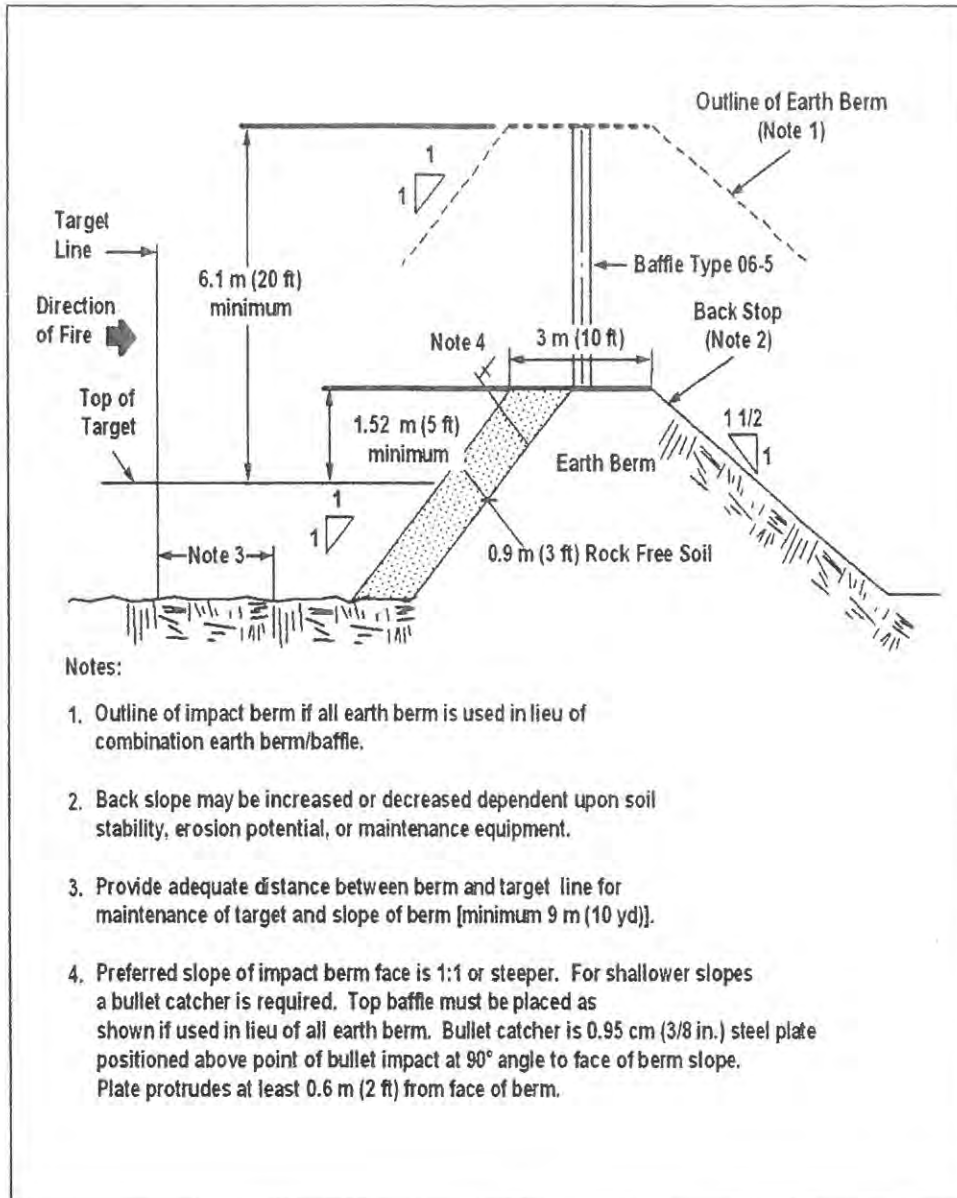


Figure 14
Impact Berm for Open and
Partially Baffled Ranges

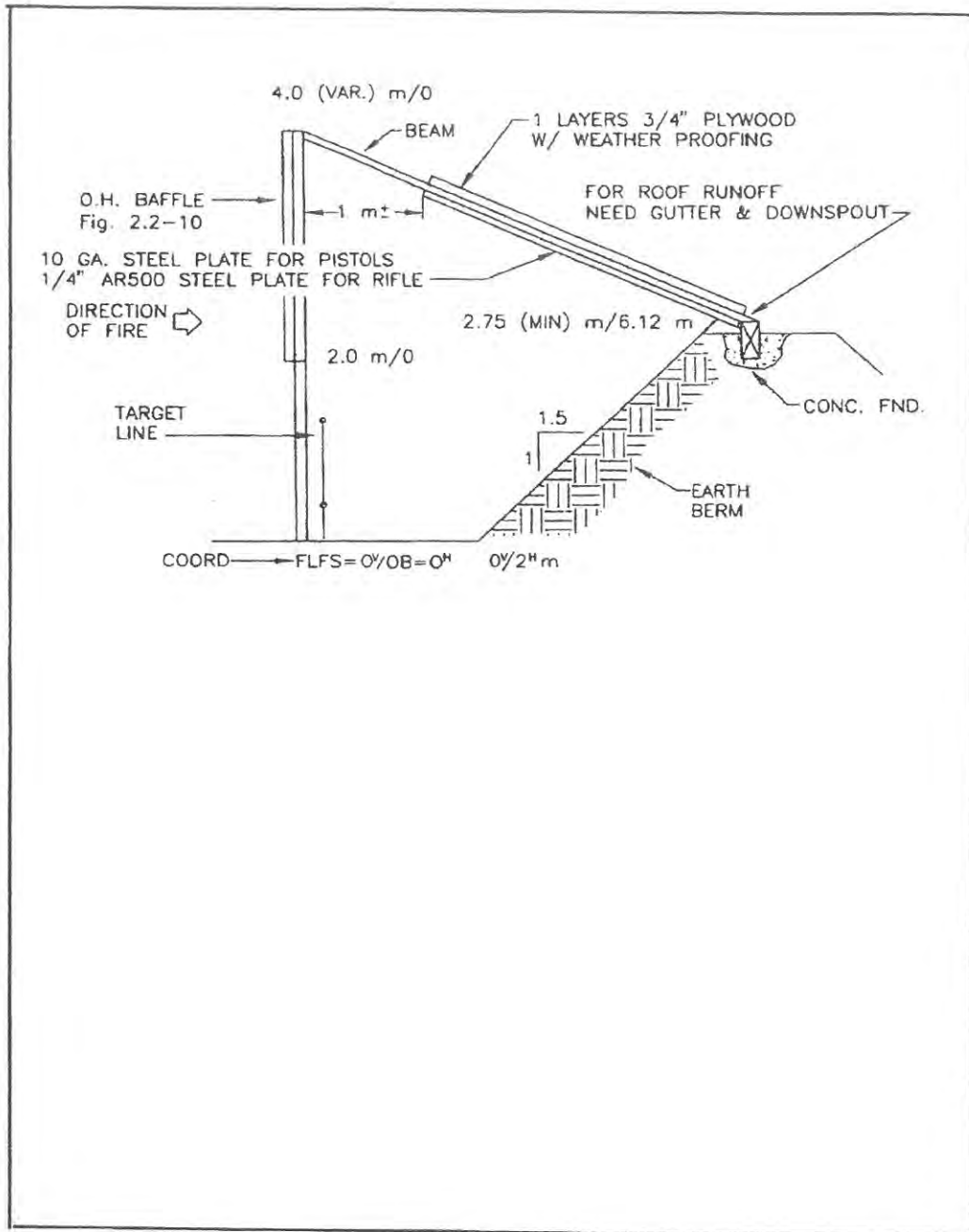


Figure 15
Outdoor Baffled Bullet Stop

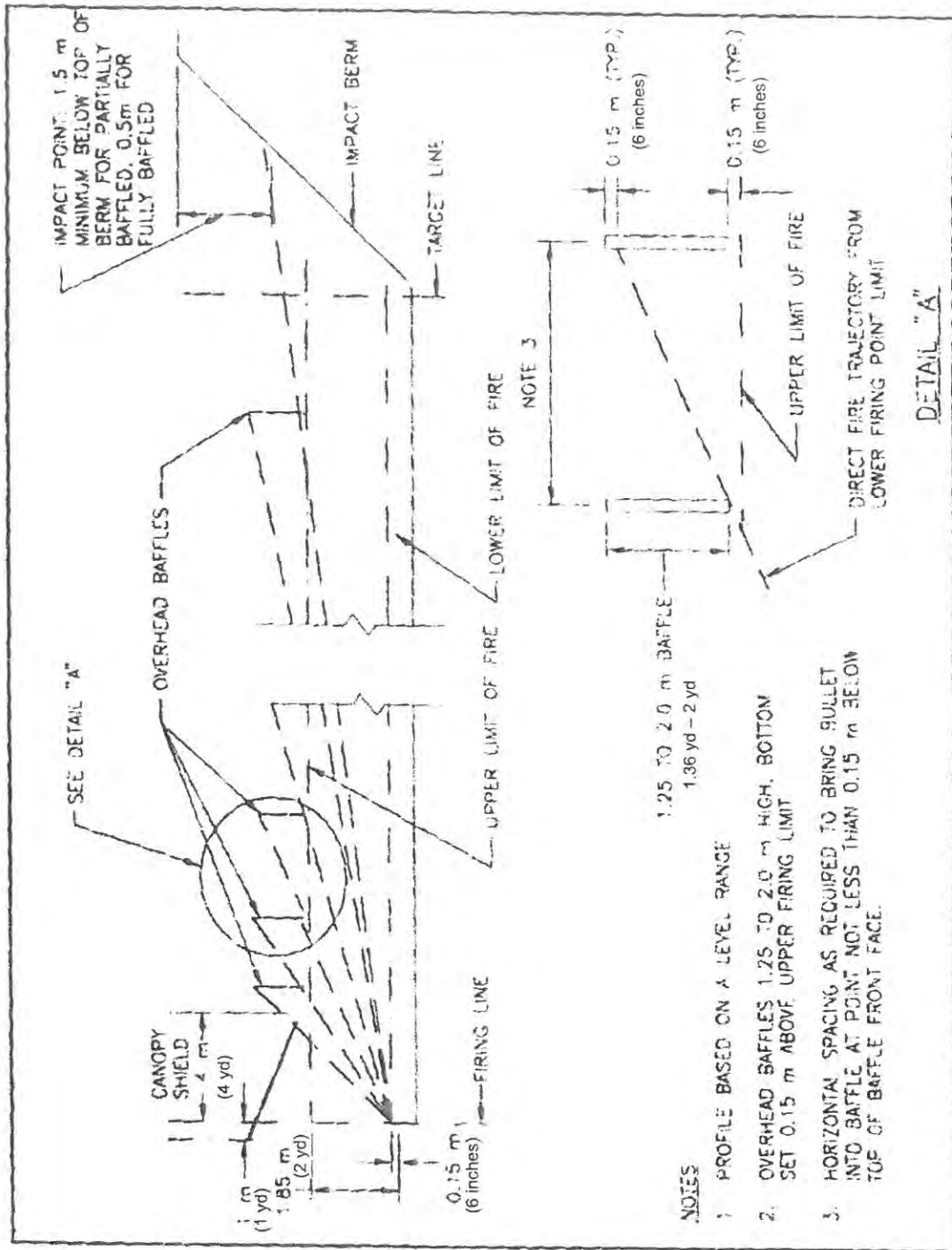


Figure 16
Baffled Range Profile

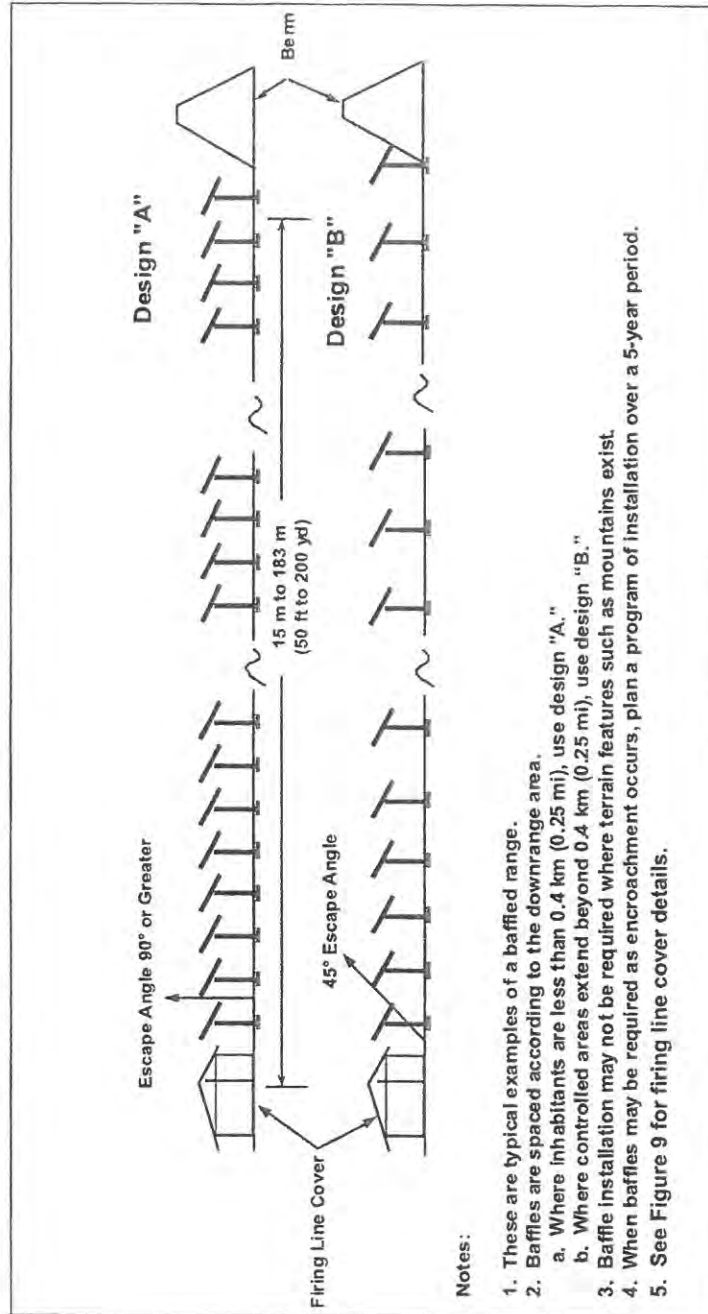


Figure 17
Baffle System Geometry

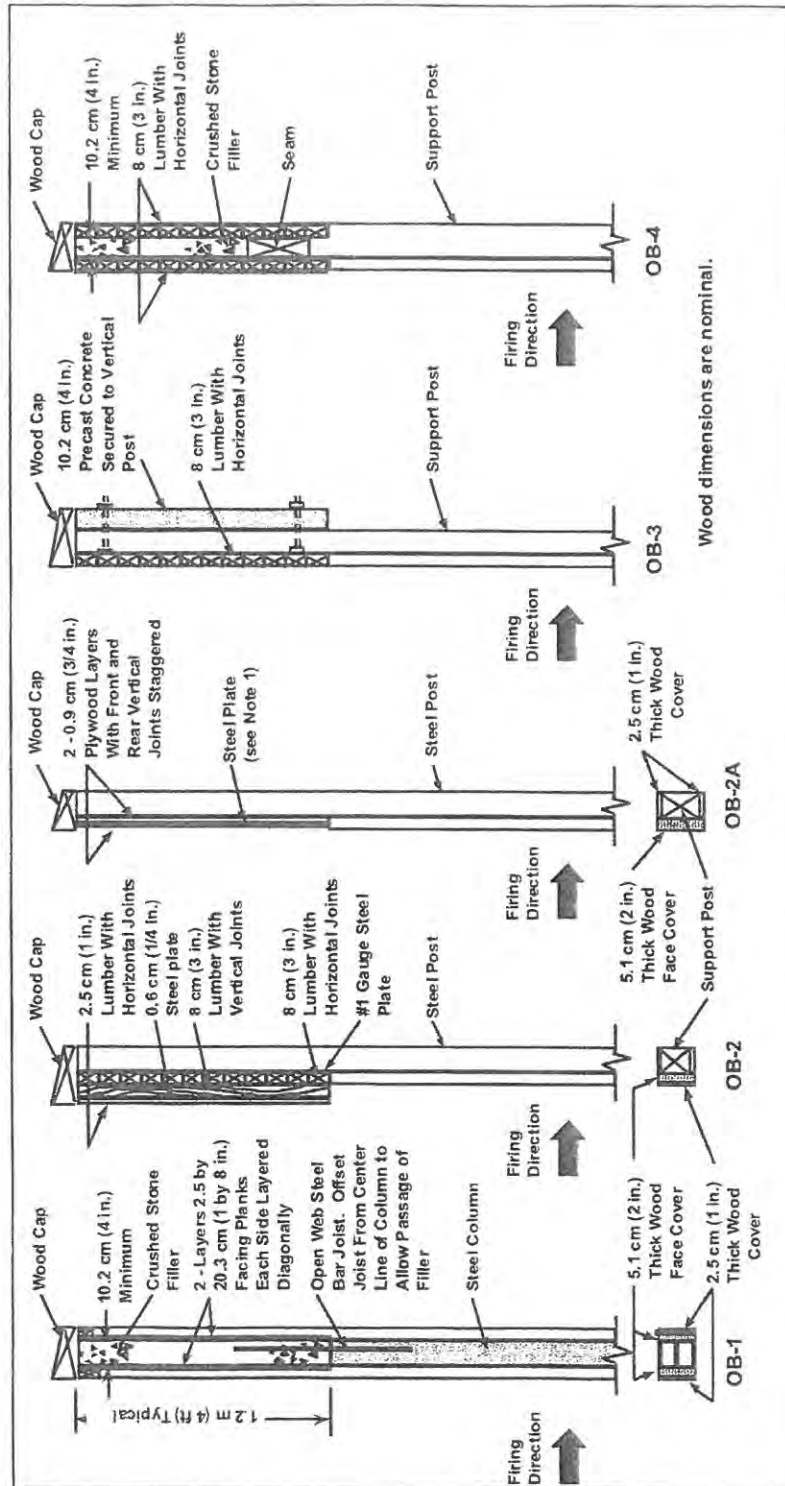


Figure 18
Overhead Baffle Ballistic Designs

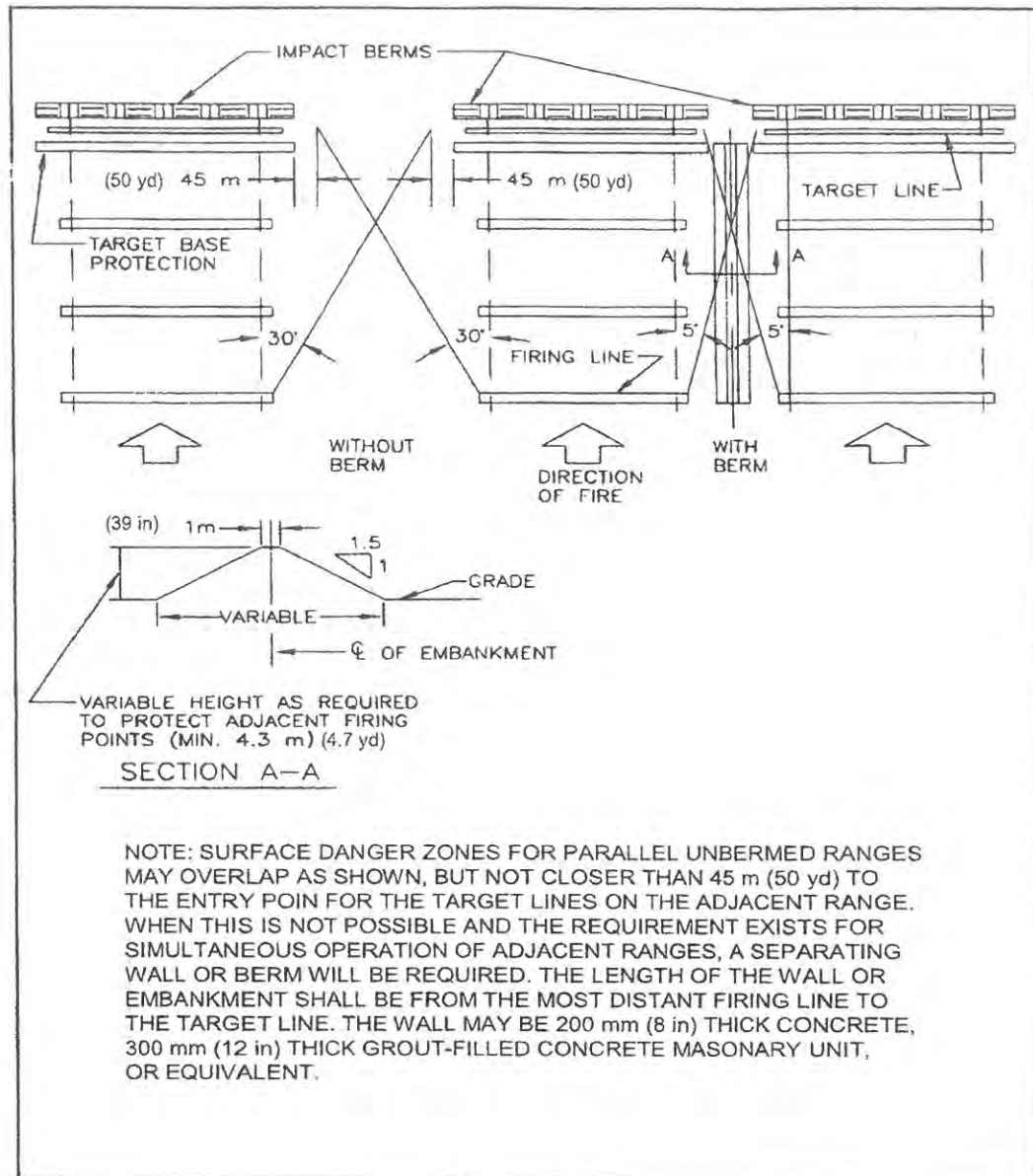


Figure 19
Parallel Ranges

WHEREAS,....

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends Sections 7.01.D.32, 7.01.D.33 and 10.03B.4 of the Kendall County Zoning Ordinance as provided:

- I. Recitals: The recitals set forth above are incorporated as if fully set forth herein.
- II. Amended Text: The existing language of Section 7.01.D.32 is hereby deleted and replaced with the following:

7.01.D.33 Outdoor Commercial Sporting Activities including but not limited to swimming facilities and motocross sports. Appropriate regulations for lighting, noise and hours of operation shall be included in the conditions. Outdoor commercial sporting activities are activities including but not limited to polo clubs and similar uses, to exclude: outdoor target practice, athletic fields with lights, paintball facilities, and riding stables.

- III. Deleted Text: The existing language of Section 7.01.D.33 is hereby deleted in full.
- IV. Amended Text: The existing language of Section 10.03.B.4 is hereby deleted and replaced with the following:

10.03.B.4 Outdoor Commercial Sporting Activities including but not limited to swimming facilities and motocross sports. Appropriate regulations for lighting, noise and hours of operation shall be included in the conditions. Outdoor commercial sporting activities are activities including but not limited to polo clubs and similar uses, to exclude: outdoor target practice, athletic fields with lights, paintball facilities, and riding stables.

- V. Amended Text: The existing language of Section 10.03.B.4 is hereby deleted and replaced with the following:

10.03.B.4 Outdoor Target Practice or Shooting, to include all shooting on commercial property (including all property inviting the retail sale of goods and/or services) and shooting ranges accommodating more than two people shooting at the same time but otherwise not including private shooting in your own yard, with the following conditions:

- a. ~~Requires conformity with NRA standards; provide appropriate berming based on surrounding land use and type(s) of firearms to be used. Such berming shall generally be consistent with standards established in the NRA Source Book.~~ Requires conformity with U.S. Government Range Design Criteria, as that in U.S. Department of Energy Range Design Criteria, including adherence to design standards, concern for community growth, care for Surface Danger Zones (SDZs) (which require

considerable SDZs for target shooting or allow for baffle systems with canopy shields and berms to contain projectiles), and support facilities.

- I. The filings should include:
 - A. Appropriate plans for all facilities, drafted by engineers and/or architects as appropriate,
 - B. A layout of the proposed range with a safety fan in a cross section and top view,
 - C. A safety plan describing, at a minimum, the duties and qualifications range supervisors and measures planned to be taken to ensure safety of all participants, bystanders, persons and property in the environs, and to prevent projectiles from escaping the property, reviewed by a qualified range master,
 - D. A noise plan,
 - E. An environmental impact/stewardship plan,
 - F. A narrative describing, in detail, the proposed use and nature of the range, stating, at a minimum, the type of range (i.e. public, private, not-for-profit, or government), the type(s) of firearms and targets expected to be used and the proposed days and hours of operation,
 - G. As a separate plan or included in another plan, a hazardous waste plan addressing lead management conforming to all Kendall County regulations, State of Illinois laws, and United States Environmental Protection Agency's best management practices standards and regulations, and
 - H. A water and drainage plan to be approved by the Kendall County Planning, Building, and Zoning Office.
 - I. Any changes to the above required studies and plans shall be promptly forwarded to the Kendall County Planning, Building and Zoning Department.
- II. Safety Danger Zones (SDZs) should be established to contain all projectiles and debris caused by firing ammunition as dictated by U.S. Range Design Criteria. SDZ Dimensions are dictated by the types of ammunition, types of targets, and types of firing activities allowed on the range. A basic SDZ consists of three parts: impact area, ricochet area, and secondary danger area.
 - A. The primary danger area established for the impact of all rounds extends 5° to either side of the left and right limits of fire and downrange to the maximum range of any ammunition to be used on the range.
 - B. The ricochet area is 5° to either side of the impact area and extends downrange to the maximum range of any ammunition to be used on the range.
 - C. The secondary danger area is that area paralleling, and 100 yards outside of, the outermost limits of the ricochet area and extending downrange to the maximum range of any ammunition to be used on the range. See Table 1: Maximum Range of Small Arms Ammunition.
 - D. Boundaries of SDZs must be posted with permanent signs warning persons of the danger of the live-fire range and prohibiting trespassing.

The signs must be posted in a way that will ensure a person cannot enter the SDZ without seeing at least one legible sign.

- E. Limit of fire markers, both external and internal, must be used to denote right and left limits of fire. Where cross firing is to be conducted, internal limit markers must be emplaced to denote internal right or left limits of fire from specific firing positions.
 - F. To change the size and shape of an SDZ, baffles shall be installed. Partial and full baffle systems consist of the following components: overhead baffles, a canopy shield over firing points, bullet impact berm, and side berms, sidewalls, or side baffles. A fully baffled range must be constructed so all direct fire can be contained within the range.
 - G. For further illustration of surface danger zones, ricochet areas, appropriate berms, baffles, canopies, and layouts, see illustrations in Attachments.
- b. Requires minimum parcel size of 5 20 acres, ~~depending on the venue.~~
 - c. Must have a sign that lists allowed firearm types, rules of operation; hearing and vision protection required.
 - d. State recognized, nationally recognized or NRA certified range supervisor must be present at all times when firing is taking place.
 - e. A range flag must be flown, a sign prominently displayed, or a red light lit at all times that firing is taking place.
 - f. The outdoor target practice or shooting range allowed by this special use permit shall provide the Kendall County Planning, Building and Zoning Department proof of accident and liability insurance prior to the commencement of operations; the insurance amount shall be at a level standard and customary for an outdoor target practice or shooting range and must, at a minimum, include coverage for property damage, bodily injury or death, and personal injury protection. The insurance policy must be purchased from an A++ rated (or equivalent) insurance company. An insurance policy meeting the above requirements must be maintained during the duration of the special use permit.
 - g. ~~Hours and days of operation shall be specified by the Special Use Permit as determined by the County Board.~~ Hours and days of operation shall be specified by the Special Use Permit as determined by the County Board, not to exceed one hour after sunrise to one hour before sunset.
 - h. ~~Access must be controlled by a lockable gate.~~ Access must be controlled by a locked and gated entrance. The range proper shall be gated and fenced such in a manner so as to prohibit entrance on to the property by members of the public and shall have signs posted at one hundred foot (100') intervals warning members of the public of the danger.
 - i. Law enforcement, fire and emergency personnel shall have security access in addition to and as required by all applicable state and federal laws.
 - j. Hazardous waste plan addressing lead management required.
 - k. No discharge of lead shot into wetland.
 - l. Must be at least 1,0003,000 feet from existing dwellings and property lines of schools, daycares, places of worship and airstrips.

- m. Proposals shall include site plans with safety plans, including a layout of the range with a safety fan in cross section and top view in accordance with U.S. Department of Energy criteria for Range Design.
- n. No alcohol or other drugs are allowed on the premises. No person may be under the influence of such substances while on the range and range premises.
- o. No projectiles shall leave the boundaries of the site.
- p. All applicable Federal, State and County rules and regulations shall be adhered to.
- q. Must meet all requirements of the Kendall County Health Department.
- r. Water and drainage plans must be approved by the Kendall County Planning, Building and Zoning Office.
- s. Signage is permitted but must meet the Sign Ordinance regulations of Section 12 of the Zoning Ordinance.
- t. Lighting shall meet the standards of Section 11.02.F.12.d of the Zoning Ordinance.
- u. Must adhere to the Performance standards of Section 10.01.F of the Zoning Ordinance (Not more than sixty percent (60% of the area of the lot may be covered by buildings or structures, including accessory buildings).
- v. The range shall abide by the following noise regulations (so as not to exceed allowable residential noise in accordance with Kendall County Illinois Ordinance No. 13-18):
 - I. Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty (60) dBA when measured at any point within such receiving residential land; provided, however, that point of measurement shall be on the property line of the complainant.
 - II. Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty-five (55) dBA when measured at any point within such receiving residential land; provided, however, that point of measurement shall be on the property line of the complainant.
- w. Outdoor target practice and public or private shooting ranges operating under permit prior to the date of the adoption of this ordinance [DATE] shall be exempt from this sub-section of the Zoning Ordinance, but they shall follow the restrictions on their respective special use permits.
- x. Outdoor target practice and public or private shooting ranges established after the date of the adoption of this ordinance [DATE] must comply with the above regulations or secure applicable variances.



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(55 ILCS 5/5-1117) (from Ch. 34, par. 5-1117)

Sec. 5-1117. Discharge of firearms.

(a) The county board of any county may, by ordinance, regulate or prohibit within unincorporated areas the discharge of firearms in any residential area where such discharge is likely to subject residents or passersby to the risk of injury. However, such an ordinance shall not limit the right to discharge a firearm for the lawful defense of persons or property, or in the course of making a lawful arrest, when such use of force is justified under Article 7 of the Criminal Code of 2012.

(b) For the purposes of this Section, a "residential area" is any area within 300 yards of at least 3 single or multi-family residential structures.

(Source: P.A. 97-1150, eff. 1-25-13.)

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McHenry County Firearms Discharge Ordinance

Preamble

WHEREAS, pursuant to 55 ILCS 5/5-1117 counties may by ordinance, regulate or prohibit within unincorporated areas the discharge of firearms in any residential area where such discharge is likely to subject residents or passersby to the risk of injury; and

WHEREAS, this County Board finds that the discharge of firearms within residential areas subjects residents and passersby to the risk of injury and tends to have a detrimental effect on the health, safety and welfare of the residents of McHenry County; and

WHEREAS, this County Board desires to prevent the discharge of firearms in a manner that would endanger the public, while maintaining the rights of the citizens of McHenry County.

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

Article 1 - General

Section 1. Title. This Ordinance shall be known as the McHenry County Firearms Discharge Ordinance, hereinafter referred to as the "Ordinance."

Section 2. Purpose. The purposes of this Ordinance are to: 1) regulate the discharge of firearms in unincorporated McHenry County in order to promote the health, safety, and welfare of the citizens of McHenry County; 2) prevent the discharge of firearms in a manner that would endanger others; and 3) to maintain the rights of the citizens of McHenry County.

Section 3. Jurisdiction and Applicability. The provisions of this Ordinance shall apply to unincorporated areas (those areas which are *not* located within the corporate limits of any city, village, or incorporated town) of McHenry County, Illinois.

Section 4. Definitions.

"Firearm" means any device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas or escape of gas; excluding,

1. Any pneumatic gun, spring gun, paint ball gun, or B-B gun which expels a single globular projectile not exceeding .18 inch in diameter or which has a maximum muzzle velocity of less than 700 feet per second;
2. Any pneumatic gun, spring gun, paint ball gun, or B-B gun which expels breakable paint balls containing washable marking colors;
3. Any device used exclusively for signaling or safety and required or recommended by the United States Coast Guard or the Interstate Commerce Commission; and
4. Any device used exclusively for the firing of stud cartridges, explosive rivets or similar industrial ammunition.

“Residential Area” means any area within 300 yards of at least 3 single or multi-family residential structures including any single or multi-family residential structures located on the same lot or parcel of land as the firearm discharge.

Article 2 – Regulation

Section 1. Discharge of Firearms. The discharge of firearms in any residential area where such discharge is likely to subject residents or passersby to the risk of injury is prohibited within unincorporated areas of McHenry County, unless such discharge of firearms complies with the following standards:

- a. The shooting area shall be arranged and provide a safety area and lateral and backstop berms in accordance with National Rifle Association standards.
- b. The discharge of firearms shall occur only between sunrise and sunset.
- c. ~~The discharge of firearms on any property shall be limited to not more than two (2) hours per day. Day shall mean a twenty four hour period extending from 12:00 AM to 11:59 PM.~~
- d. ~~The discharge of firearms on any property shall be limited to not more than six (6) hours per week. Week shall mean a seven (7) day period extending from Monday at 12:00 AM through Sunday at 11:59 PM.~~
- e. ~~The discharge of firearms shall not occur in conjunction with any business or commercial activity conducted on or off the property.~~

Section 2. Exclusions. This ordinance shall not prohibit the discharge of firearms for the following purposes:

- a. For the lawful defense of persons or property.
- b. In the course of making a lawful arrest, when such use of force is justified by law.
- c. Legal hunting in accordance with the Illinois Wildlife Code.
- d. Shooting on property zoned and approved for the operation of a commercial outdoor shooting range when such discharge occurs within the parameters specified for such approved use.

Article 3 – Enforcement and Penalties

Section 1. Enforcement Agencies. This Ordinance may be enforced by the McHenry County Sheriff's Office.

Section 2. Complaints. Any property owner, property occupant, public agency, or other person impacted by the discharge of firearms as regulated by this Ordinance may file a complaint with the McHenry County Sheriff's Office. The Sheriff's Office may investigate the complaint to determine the validity of the complaint and identify the responsible party.

Section 3. Burden of Proof.

- a. The burden of proof for all affirmative defenses under this ordinance shall be on the defendant. Affirmative defenses include but are not limited to proving an exception to the definition of “firearm” as listed in Article 1, Section 4 of this ordinance or proving that the discharge of a firearm was in accordance with Article 2, Section 1 of this ordinance or

proving that the discharge of a firearm was not prohibited under Article 2, Section 2 of this ordinance.

- b. For all other elements of the violation, McHenry County shall have the burden of proof.
- c. The standard for proving all elements of affirmative defenses to the violation shall be proof by a preponderance of the evidence.

Section 4. Assessment of Fines. Any individual who is convicted by a court of competent jurisdiction of violating this Ordinance shall be subjected to a fine of \$50 to \$1,000 per offense. The fine shall be determined by the level to which the conduct of the violator has caused a risk of injury to others. Each instance of the discharge of a firearm in violation of this ordinance may be considered a separate offense and any fine or fines for these separate offenses shall be assessed in accordance with applicable State of Illinois statutes.

Section 5. Injunctive or Equitable Relief. This ordinance may serve as the basis for injunctive or other equitable relief. Nothing in this ordinance shall serve to limit the relief that may otherwise be attained at law.

Article 4 - Interpretation and Conflict

Section 1. Interpretation. The language set forth in the text of this Ordinance is interpreted in accordance with the following rules of construction:

- A. The singular number includes the plural, and the plural the singular.
- B. The present tense includes the past and future tenses, and the future tense includes the present.
- C. The words “must” and “shall” are mandatory. The term “may” is permissive.
- D. The terms “must not,” “shall not” and “may not” are prohibiting.
- E. The masculine gender includes the feminine and neuter.
- F. Whenever a defined word or term appears in the text of this Ordinance, its meaning is construed as set forth in the definition. Words not defined are interpreted in accordance with the definitions considered to be normal dictionary usage.

Section 2. Separability, Partial Invalidity. The provisions of this Ordinance shall be separable. In the event any section, clause or provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of the Ordinance not specifically included in said decision, it being the intent of this County Board that this Ordinance would have been approved without such invalid provisions, clauses or sections.

Section 3. Conflict. If the provisions of this Ordinance conflict with provisions found in any other adopted ordinance(s) or regulation(s) of the county, or with any federal or State of Illinois law, the more restrictive provision of ordinance or law will control. The inclusion of provisions in this Ordinance that are also contained in other McHenry County ordinances or regulations does not negate the ability of the County to enforce the provisions under the terms and authority of these other ordinances or regulations.

Section 4. Effective Date. This Ordinance shall be in full force and effect ~~immediately upon its~~ ninety (90) days following adoption by the McHenry County Board.

Oct. 9, 2018

TO: Kendall County Planning Building and Zoning Committee

RE: proposed changes to Lisbon Township LRP

I have the following concerns about the proposed changes to the Lisbon Township LRP map

Retention of the Prairie Parkway centerline on the LRP map

I am told it is retained for “historic” purposes. If so, why are other proposed, but never built roads not shown on the LRP Map? I know of at least one such road in Lisbon Township

No one has explained to me how the Prairie Parkway, designed by IDOT to handle interstate traffic, is relevant to township and county traffic planning.

I am concerned that, if left on the LRP map, the Prairie Parkway will encourage developers and other citizens to believe the County intends a future highway to be built there and will make plans accordingly, impacting future growth without proper discussion of the planning issues. Since retention of the Prairie Parkway on the County LRP map is done without explanation of how its retention would serve the County’s future plans, I ask it be removed because it does not serve an identified long range planning purpose and is questionable legally.

Assignment of the Mining classification from the Kendall-Grundy County line north along Rt 47 to Townhouse Rd.

Mining classification includes six pages – single spaced- of uses of varying degrees of intensity. To help maintain the agricultural uses in the immediate area---excellent farm land is a natural resource equally

valuable and worthy of utilization as rock or gravel -- it is better planning, gives the County more control over the uses to be allowed along Route 47, and minimizes conflicts between present and future residents to use Commercial, Mixed Use and Mining more selectively. It is appropriate to have Mining around the existing quarrying area, and step down to Mixed Use and Commercial uses north and south along Rt 47 between Sherrell Rd. and Townhouse Rds. Not only does this approach help existing and future uses in the area co-exist, but cities and counties who have taken this approach find its communities are more prosperous, better able to attract and keep residents for multiple generations. I ask that the LRP map show Commercial and Mixed Use north along Rt 47 from Sherrell Rd to the area surrounding the existing quarries. It is appropriate to use Mining designation for existing quarries and nearby areas. To do so allows different uses to better co-exist while enjoying a prosperous economy.

Ruth F. Bell, Bell Ltd. Partners 10381 Lisbon Center Rd., Newark, IL 60541

**LISBON VILLAGE BOARD MEETING
VILLAGE HALL**

February 16, 2009

7:00 p.m.

MINUTES

PRESENT:

Jay Benckendorf, Acting Mayor
Jim Morris, Trustee
Paul Pope, Trustee
Dan Zeznanski, Trustee
Jessica Zeznanski, Clerk
Iona Whitney, Treasurer
Jacki Wickens, Administrator

ABSENT:

Bill Rehberg, Trustee

Meeting was called to order by Acting Mayor Benckendorf at 7:11 p.m.

Jay Benckendorf called for additions to the agenda –
Metro West Council – new business
Village Website - new business

The Board reviewed the minutes from the January meeting. Paul Pope made a motion to accept January meeting minutes. Virgil Stacy seconded, a roll call vote was taken and the motion carried unanimously.

The Board reviewed the Treasurers Report. The Chairman of the Finance committee made recommendation to accept January Report. Jim Morris made a motion to accept January Treasurer's Report. Virgil Stacy seconded, a roll call vote was taken and the motion carried unanimously.

The Board reviewed the Bills to be paid. Bills needed to be amended to include - That Perennial Place \$915 for road salt. Paul Pope made a motion to approve bills with the amendment. Virgil Stacy seconded, a roll call vote was taken and the motion carried unanimously.

Old Business

Comprehensive Plan –

Board discussed the comprehensive plan. Virgil Stacy made a motion to accept the Comprehensive Plan with the correction to the mining district on the map. Paul Pope seconded, a roll call vote was taken and the motion carried unanimously.

New Business

Meals on Wheels Donation –

Virgil Stacy made a motion to donate \$100 to the local Meals on Wheels. Jim Morris seconded, a roll call vote was taken and the motion carried unanimously.

Equipment Purchase –

Board discuss the need to purchase a piece of equipment to load salt/clean sidewalk/ and other general maintenance to village. Discussion continued.

COPY

Highlighted Section Reads:

Additionally, prime development ground within our districts will be used for landfill rather than housing or industrial development reducing predicted growth in EAV

JUN 26 2007

June 22, 2007

Mr. John Church, President
Kendall County Board
111 West Fox Street
Yorkville, IL 60560

Paul Anderson County Clerk
Kendall County

Dear President Church,

After attending the recent public hearings on Waste Management's Landfill proposal, both Newark High School District #18 and Lisbon District #90 Boards of Education feel that it is more imperative than ever to express our concerns of what the proposed landfill(s) impact will be on our districts. We would like to reiterate the following concerns.

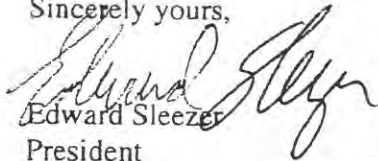
- Our districts would like to be included in any present and future discussions concerning host community agreements. We believe that our taxing districts should be included to provide input into any decisions that will have a major impact on our school districts.
- We continue to foresee transportation volume and safety concerns posed by landfill truck traffic that will be traveling the same roads as buses and students driving to and from school. Our concern increases when you couple this with the possible addition of rock quarries and asphalt plants in the same general vicinity.
- We maintain our concern with environmental education and community wellness especially considering that the Lisbon District #90 continues to use well water for human consumption and other school uses.
- Both districts are aware of the probable long-term loss of assessed valuation within each district as our schools depend heavily upon local property tax revenues to finance education for the district(s) students. Additionally, ~~prime development ground within our districts will be used for landfills rather than housing or industrial development reducing predicted tax revenues.~~
- Both districts remain concerned with regard to assessment, making sure the local county assessor determines landfill values that are set at appropriate levels by using expert appraisals.

After continued consideration and discussion, our districts request that the Kendall County Board consider the following request that 40 cents per ton of the tipping fee agreement be assigned to the school districts to minimize the impact of the concerns expressed above. This 40 cents would be divided equally between the two districts and would be for the life of the agreement.

As school districts, we are focused on teaching and learning. We would greatly appreciate your consideration and support as we take the steps needed to continue providing for high quality

education and for the welfare of our students, staff and community. We look forward to working with you on this matter in the future.

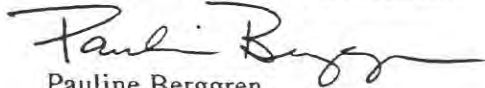
Sincerely yours,



Edward Sleezer

President

District #18 Board of Education



Pauline Berggren

Superintendent

Newark Community High School

District #18

815-695-5164

pberggren@newarkhs.k12.il.us

Scott Friestad

President

District #90 Board of Education



Dr. Michael Rustman

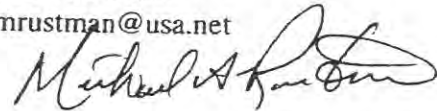
Superintendent

Lisbon Community Consolidated

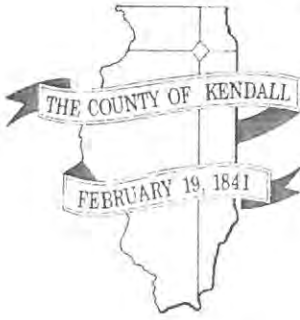
School District #90

815-736-6324

mrustman@usa.net



cc: Members, Kendall County Board
Members, Solid Waste Committee
Members, Board of Education District(s) #18 and #90
Paul Stephanides, Attorney



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: Planning, Building & Zoning Committee
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: October 9, 2018
Re: Zoning Ordinance Consolidation Memo

At the July Kendall County Planning, Building and Zoning Committee, the Committee seemed favorable to the idea of working with Teska Associates, Inc. on merging the Kendall County Zoning Ordinance into one searchable document and correcting typographical errors.

At the August Kendall County Planning, Building and Zoning Committee meeting, the Committee approved forwarding the proposal to the Kendall County State's Attorney's Office for review.

The Kendall County State's Attorney's Office completed their review and Teska Associates, Inc. agreed with all of the Kendall County State's Attorney's Office's requested changes except for the language regarding insurance (Section Q). The Kendall County State's Attorney's Office recommended minimum umbrella coverage of Five Million Dollars (\$5,000,000) per occurrence; Teska Associates, Inc.'s policy is for Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate on the general liability plus One Million Dollars (\$1,000,000) in umbrella coverage. Given that the nature of this project does not involve physical labor, Staff has no objections to the insurance policy offered by Teska Associates, Inc.

Teska Associates, Inc.'s price quote was and remains Eight Thousand Dollars (\$8,000). If approved, the project would be funded from the Consultants Line Item in the Planning, Building and Zoning Department's budget; the funds are available to do this project.

The project completion deadline was changed from December 31, 2018, to March 29, 2019.

If you have any questions, please let me know.

MHA

ENC: Revised Teska Associates, Inc. Contract

**AGREEMENT BETWEEN
KENDALL COUNTY
AND
TESKA ASSOCIATES, INC.**

This AGREEMENT made and entered into this _____ day of October, 2018 by and between Kendall County, Illinois, a unit of local government, with its principal office located at 111 West Fox Street, Yorkville, IL 60560-1498, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201 and 24103 West Lockport Street, Plainfield, IL 60544, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish professional and technical assistance in connection with updating the Kendall County Zoning Ordinance for CLIENT, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services as outlined in this Agreement to the CLIENT:

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

- A. The recitals set forth above are hereby incorporated by reference as if set forth fully herein.
- B. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those PROGRAM services outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions.

- C. Services to be provided by the CLIENT

If any information, data, reports, records and maps are existing and available and are useful for carrying out the work on this PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the PROGRAM services described in Attachment "A".

The CLIENT designates **Mathew Asselmeier, Senior Planner**, to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT shall assign **Mike Hoffman as Project Manager** with respect to the work to be performed under this agreement.

D. Compensation

The CONSULTANT shall be compensated for services on the basis of hourly billing rates for professional and technical staff time devoted to the PROGRAM, plus reimbursement for reasonable and necessary directly-related expenses of travel (including use of automobiles at \$0.545 per mile and tolls), and reproduction costs. The billing rates for professional staff are:

Mike Hoffman	\$150/hour
Other Principals	\$150 -- \$190/hour
Senior Associates	\$115 - \$125/hour
Associates	\$100 -- \$110/hour

Any additional expenses incurred by the CONSULTANT related to this Agreement, which CONSULTANT seeks reimbursement from CLIENT but are not expressly set forth above, must be pre-approved in writing by CLIENT. Based upon the Scope of Services in Attachment A, the maximum compensation for this PROGRAM (including all hourly billing rates and reimbursable expenses) will not exceed \$8,000. CLIENT shall not be responsible for payment of any hourly billing and expenses incurred by CONSULTANT that exceeds the maximum \$8,000 amount. An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly as set forth in Section E.

E. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit monthly invoices no later than the 15th day of each month for all costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Local Government Prompt Payment Act of the State of Illinois.

If CLIENT objects to any portion of an invoice, CLIENT shall notify the CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the Illinois Local Government Prompt Payment Act.

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

F. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and shall continue through completion of the PROGRAM. The parties hereby affirm their understanding and agreement that CONSULTANT's estimated completion date for the PROGRAM is March 29, 2019.

G. Excusable Delays

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence of that party (hereinafter referred to as the "force majeure event"). Such force majeure events include: acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, explosions or other acts resulting in mass casualties, floods, vandalism, riots, war, public health epidemics, and public health quarantine restrictions.

H. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT. CONSULTANT shall promptly return all of the CLIENT's property upon the termination of this Agreement at no additional cost to CLIENT. CLIENT acknowledges that incomplete documents are not represented by CONSULTANT as suitable for any use or purpose. CLIENT shall reimburse CONSULTANT only for those services completed prior to the Agreement's termination date. Upon receipt of termination notice,

CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize costs associated with early termination of services. CLIENT shall not be liable for those costs and expenses resulting from CONSULTANT's failure to mitigate such losses. Further, CLIENT shall not be liable for any early termination penalties/charges.

I. Remedies

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorneys' fees, the court shall not be bound by any court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith. The parties understand and agree that, in the event CONSULTANT recovers interest and/or court-related expenses in a collection proceeding against CLIENT under the terms of this Agreement, said interest and court-related expenses shall be included in the maximum \$8,000 budget cap set forth in Paragraph D above.

J. Choice of Law and Venue

This Agreement shall be constructed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them relating to this Agreement shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

K. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any direct or indirect pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

L. Changes

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

M. Assignment

Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other party.

N. Non-Discrimination

CONSULTANT, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

O. Certification

CONSULTANT certifies that CONSULTANT, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotation) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). CONSULTANT further certifies that by signing this Agreement that CONSULTANT, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing, or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. §1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has CONSULTANT made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent or employee of the CONSULTANT been so conflicted nor made such an admission.

P. Indemnification and Hold Harmless

The CONSULTANT shall indemnify, hold harmless, and defend with counsel of the CLIENT's own choosing, the CLIENT, its past, present, and future elected officials,

officers, employees, insurers, and agents (hereinafter collectively referred to as "CLIENT") from and against all claims, suits, causes of action proceedings, set-offs, liens, attachments, debts, damages, costs, liabilities, and expenses, including costs, reasonable attorneys' fees and expenses of defense arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by CLIENT of any representations or warranties made within the Agreement (collectively, the "CLAIMS"), to the extent such Claims result from the performance of this Agreement by CONSULTANT or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of CONSULTANT in its performance of its services under this Agreement.

Nothing contained herein shall be construed as prohibiting CLIENT from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing CLIENT under this paragraph must be one that is approved by the Kendall County State's Attorney and has been appointed as a Special Assistant State's Attorney. The CLIENT's participation in its defense shall not remove CONSULTANT's duty to indemnify, defend, and hold the CLIENT harmless, as set forth above.

CLIENT does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of indemnification or insurance. Indemnification shall survive the termination of this Agreement.

Q. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to CLIENT. Before starting work hereunder, CONSULTANT shall deposit with CLIENT certificates evidencing the insurance it is to provide hereunder:

Commercial General Liability

General Aggregate Limit	\$4,000,000
Products-Completed Operation Aggregate	\$4,000,000
Each Occurrence Limit	\$2,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000

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

Client shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of CLIENT. CLIENT shall also be designated as the certificate holder. CLIENT's failure to demand such certificate of insurance shall not act as a waiver of CONSULTANT's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, nor be deemed as a limitation on CONSULTANT'S liability to CLIENT in this Agreement.

R. Notice

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to CLIENT, Attention: Kendall County Clerk, 111 W. Fox Street, Yorkville, Illinois 60560, fax (630) 553-4119 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of CLIENT, to: 627 Grove Street, Evanston, Illinois 60201, fax (847) 869-2059.

S. Independent Contractor Relationship

It is understood and agreed that CONSULTANT is an independent contractor and is not an employees of, partner of, or agent of, or in a joint venture with CLIENT. CONSULTANT understands and agrees that CONSULTANT is solely responsible for paying all wages, benefits, and any other compensation due and owing to CONSULTANT's officers, employees, and agents for the performance of services set forth in the Agreement. CONSULTANT further understands and agrees that CONSULTANT is solely responsible for making all payroll deductions and other tax and wage withholdings pursuant to state and federal law for CONSULTANT's officers, employees and/or agents who perform services as set forth in the Agreement. CONSULTANT also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of CONSULTANT's officers, employees and agents agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of CONSULTANT, CONSULTANT's officers, employees and agents.

T. Entire Agreement

This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

U. Counterparts

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

V. Authority to Execute Agreement

CLIENT and CONSULTANT each hereby warrant and represent that their respective that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

CONSULTANT:
TESKA ASSOCIATES, INC.

CLIENT:
KENDALL COUNTY



BY: _____
Michael E. Hoffman
Vice President

BY: _____
Scott R. Gryder
Chairman of the Kendall County Board

Date: _____

Date: _____

ATTACHMENT A

SCOPE OF PROGRAM SERVICES

CONSULTANT will assist CLIENT in review and revision to the Kendall County Zoning Ordinance (“Code”). This effort would update the Code to accomplish the following:

- Verify, and adjust as needed, all cross-references in the Code.
- Consolidate the Code into one document (rather than the existing multiple separate chapters)
- Check for, and edit as needed, other existing typos in the Code
- Eliminate duplicate sections of the Code with the enhanced cross-references
- Enhance the use of the PDF version of the Code by:
 - Providing a ‘clickable-link’ to all defined terms;
 - Making cross-references ‘clickable’ to that section of the Code;
 - Creating a table of contents that is ‘clickable’ to the relevant section of the Code.

The following process will be used to accomplish this effort:

1. **Kick-off Meeting** - Meeting with CLIENT’s staff to review the scope, timeline, and any additional concerns with the existing code not noted above that could aid in the use of the Code.
2. **Code Updating** – CONSULTANT will edit and enhance the Code as noted above and provide an electronic draft for CLIENT’s staff to review.
3. **Additional Edits** – Based on comments from CLIENT’s staff and elected officials, CONSULTANT will complete additional edits as needed to complete the Code update.

All initial work will be done using Microsoft Word and Adobe Acrobat, and all original files will be provided to the CLIENT upon completion of the PROGRAM. No files shall be locked for editing and CLIENT shall have the ability to edit the document at no additional cost.

CONSULTANT will provide training and procedure to CLIENT for updating the Code.