

KENDALL COUNTY
PLANNING, BUILDING & ZONING COMMITTEE MEETING
111 West Fox Street • Room 209 and 210 • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

AGENDA

Monday, November 7, 2016 – 6:30 p.m.

CALL TO ORDER

ROLL CALL: Lynn Cullick, Bob Davidson, Scott Gryder (Chair), Judy Gilmour (Vice-Chair) and Jeff Wehrli

APPROVAL OF AGENDA

APPROVAL OF MINUTES: Approval of minutes from the October 11, 2016 meeting

EXPENDITURE REPORT- Recommend Approval of claims to the Finance Committee in an amount not to exceed \$25,000

PUBLIC COMMENT

PETITIONS

NEW BUSINESS

1. Plumbing Inspections Agreement Between Kendall County, Illinois and Randy Erickson D.B.A Erickson Construction

OLD BUSINESS

1. Senior Planner Search

UPDATE FOR HISTORIC PRESERVATION COMMISSION

1. Continued discussion on potential for joint cooperation at Oswego H.P.C. on November 16th

REVIEW PERMIT REPORT

REVIEW REVENUE REPORT

CORRESPONDENCE

EXECUTIVE SESSION

ADJOURNMENT

**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 11, 2016 – Unofficial until approved

CALL TO ORDER

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

ROLL CALL

Committee Members Present: Chairman Scott Gryder, Jeff Wehrli, Judy Gilmour, Lynn Cullick

Committee Members Absent: Bob Davidson

Also Present: Jeff Wilkins, County Administrator; Mike Hoffman, Teska Associates, Inc.; Attorney Dan Kramer, Kelly Helland; Tom and Suzanne Casey; Larry Burich, Attorney Mike Mattingley, Larry Nelson, Doug Nelson, Jen and Zak Beckman, Jason Engberg (Yorkville), Kelly Schomer and Sarah Kimes (Oswego), Dan Friaut (Minooka), Scott Mulliner (Plano)

APPROVAL OF AGENDA

Ms. Cullick made a motion, seconded by Mr. Wehrli, to approve the agenda as written. With a voice vote of all ayes, the motion carried.

APPROVAL OF MINUTES

Ms. Gilmour made a motion, seconded by Ms. Cullick, to approve the minutes from September 19, 2016. With a voice vote of all ayes, the motion carried.

EXPENDITURE REPORT

The Expenditure Report was inadvertently left out of the packet. Mr. Wilkins suggested he would follow-up.

PUBLIC COMMENT

None

PETITIONS

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16-21 High Grove Subdivision

Request: Zoning Map Amendment

Location: West side of Grove Road, 1 mile north of U.S. Route 52, Seward Township

Motion for approval of the zoning map amendment was made by Ms. Cullick, seconded by Mr. Wehrli.

Mr. Hoffman summarized the request, which includes rezoning 9.9 acres from RPD-2 (Residential Planned Development – Two) to R-2 (Single-Family Residential). In 2006, the land was rezoned from A-1 to RPD-2 for the proposed High Grove Subdivision that included 48 single-family homes clustered around pockets of open space. The plan was approved, but the final plat was never recorded, thus voiding the approval. He noted that a legal objection had

been filled by the adjacent property owner, and that a super-majority vote (8 votes) would be required to approve the rezoning by the County Board.

Since, Joliet Park District has acquired 97 of the 109 acres of the RPD-2 zoned area. Regarding the zoning map amendment, all procedures required by the County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact, and a recommendation for approval by the ZBA on August 29, 2016.

The petitioners attorney, Dan Kramer, provided a recap of the case, including the proposed density of .4 units per acre, that the proposed private road and right-of-way exceeds County private road standards, and that they could place a sign on Grove Road that said the park would close at dusk. He noted that the agreement contained in the packet between the Joliet Park District and the property owner would be officially recorded.

Mike Mattingly, Attorney for the adjacent property owner the Feece's, noted concerns regarding the private, yet public road and the fact that the existing access easement is not shown on the plat. Their specific concerns regarding the zoning include the fact that they felt prior PBZ staff had suggested that if the RPD subdivision was not built it would revert back to agricultural zoning, and only two homes could be built. He also noted that the original PUD had open space adjacent to the Feece's home, while the new plat would have a home backing up to theirs. In addition, they are concerned that now two homes would back to their property, while all other homes in the area front on Grove Road. Finally, he stated that the current park plan was nice, but they had concerns regarding what could be developed on the park property in the future and referred to a park in a rural area like this as an "attractive nuisance".

Attorney Dan Kramer addressed the proposed road and the agreement between the property owner and the Joliet Park District. Larry Burich, Director of Planning and Parks for the Joliet Park District summarized the Districts Plan for the park. He noted the plan was for a passive, nature focused park, although he mentioned that future Park Boards could change those plans. They hope to begin construction on the road this fall. They are committed to being a good neighbor to surrounding properties, they will have a gate on the park property, and the park will be open from dawn to dusk daily. They will plow the roadway as needed.

By a roll call vote, the motion was approved 4-0.

16-21 High Grove Subdivision

Request: Preliminary and Final Plat of Subdivision

Location: West side of Grove Road, 1 mile north of U.S. Route 52, Seward Township
Chairman Gryder requested a motion to approve a preliminary and final plat subject to WBK Engineering approval for a four lot residential subdivision. The motion was made by Ms. Gilmour and seconded by Ms. Cullick.

Mr. Hoffman summarized the request, noting that this item was continued from last month to address a number of items missing on the preliminary plat, a missing endangered species report, and the need for an approved grading plan prior to final plat approval. He noted that all required items were now shown on the preliminary plat, the EcoCAT report was received and

indicated that no endangered species were found, and a grading plan was submitted. He passed out a letter from WBK engineering which identified a number of concerns with the grading plan for the subdivision – most of which involved better coordination with the separate plans submitted by the Joliet Park District for the private road. Dan Kramer said that these items could be addressed quickly, prior to County Board action on the 18th.

Mr. Gryder asked if staff was comfortable with the proposal, and Mr. Hoffman said yes provided the grading issues were resolved prior to final action by the County Board.

With a roll call vote the motion was approved 4-0.

16-25 Cider Creek

Request: Special Use for a banquet hall, a nano-brewery, a micro-distillery, a year around seasonal festival, and the sale of sweat cider. Also, to grant variances to allow banquet hall, micro-distillery and nano-brewery to locate on a non-collector or higher roadway, to reduce the parking setback from 100' to 30', and to allow a retail sales area greater than one thousand (1,000) square feet.

Ms. Cullick, seconded by Ms. Gilmour, moved to approve the requested special use with variances.

Mr. Hoffman provided a summary of the project, including the projects location and positive recommendations by Little Rock Township, the City of Plano, the Kendall County Regional Plan Commission, Zoning Board of Appeals, and Special Use Hearing officer. Staff is supportive of the project with the conditions listed in the report.

Mr. Nelson then presented the case, including a summary of the history of their ownership of the property, planting of 80 oak trees and 450 evergreen trees along Creek and Frazier Roads and 500 apple trees, with plans for another 4,500 apple trees to be planted next spring. He summarized the concept plan for the site, and noted that they planned to start with the cider mill, then generally move east to west, with the restaurant/bakery/store in 2017 and the banquet hall in 2018.

Parking was discussed, with a question raised by Mr. Wehrli regarding what, if any, parking would be paved. Mr. Nelson that the main drives would be gravel and designed as a one-way system with entrance from Creek Road and exit to Frazier Road. Handicap spaces would be paved. Mr. Wehrli noted that a building of up to 10,000 square feet in size was pretty large to have mostly grass parking. Mr. Nelson noted that they had visited other similar facilities, and most had a similar arrangement. Mr. Hoffman noted that Rich Harvest Farms had done a nice job with temporary parking, with clear drive isles and grass parking.

By a roll call vote the motion was approved to place this item on the October 18th County Board agenda.

NEW BUSINESS

Senior planner search will run through October

OLD BUSINESS

None

UPDATE FOR HISTORIC PRESERVATION

Representatives from Oswego, Yorkville, Plano and Minooka were present and discussed historic preservation activities in their communities and the potential to create a joint group. Oswego does have an active commission, although they are short members as well. Other communities all expressed interest, but did not have a formal historic preservation commission at this time. Some additional research will be done on the potential of combining commissions, and all would try to reconvene at the November 16th Oswego Historic Preservation Commission meeting to continue the conversation.

REVIEW PERMIT REPORT

None

REVIEW REVENUE REPORT

Jeff Wilkins summarized the revenue report which showed \$8,846.29 in PBZ revenue in September, for a total of \$104,686.84 for the year.

CORRESPONDANCE

None

EXECUTIVE SESSION

None

ADJORNMENT

Chairman Gryder requested a motion to adjourn. The motion was called by Ms. Gilmour, seconded by Mr. Wehrli. With a voice vote of all ayes, Chairman Gryder adjourned the meeting at 8:18 p.m.

Minutes prepared by Mike Hoffman

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
BUILDING AND ZONING							
1	191522	SOURCE ONE OFFICE PRODUCTS	412147	OFFICE SUPPLIES	11/01/16	01020026200 OFFICE SUPPLIES	88.75
2	191522	SOURCE ONE OFFICE PRODUCTS	526207	OFFICE SUPPLIES	11/01/16	01020026200 OFFICE SUPPLIES	13.77
							102.52*
3	012018	AT & T MOBILITY	9/22-10/21/16	CELL PHONE	11/01/16	01020026207 CELLULAR PHONE	74.16
							74.16*
4	200580	TESKA ASSOCIATES INC	7253	PBZ CONSULTANTS	11/01/16	01020026363 CONSULTANTS	7,190.00
							7,190.00*
5	110545	KENDALL COUNTY RECORDER	704	RECORDING 2 ORDINANC	11/01/16	01020026370 RECORDING EXPENSE	100.00
							100.00*
Total BUILDING AND ZONING							7,466.68*
GRAND TOTAL							7,466.68**

frmPrtClaim Kendall County

Supplemental Claims Listing

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
BUILDING AND ZONING							
1 191522	SOURCE ONE OFFICE PRODUCTS	526083	OFFICE SUPPLIES	10/18/16	01020026200	OFFICE SUPPLIES	43.47
2 110531	KENDALL CO HIGHWAY DEPT	09/2016	112.1 GAL GAS	10/18/16	01020026217	VEHICLE MAINT/REPAIRS	215.23
3 160189	PARADISE CAR WASH	223301	TRUCK WASH	10/18/16	01020026217	VEHICLE MAINT/REPAIRS	14.00
							229.23*
4 261005	RANDY ERICKSON	SEPTEMBER	8 PLUMBING INSPECTIO	10/18/16	01020026361	PLUMBING INSPECTIONS	1,120.00
							1,120.00*
5 230933	WBK ENGINEERING, LLC	17019	12550 MCKANNA ROAD -	10/18/16	01020026363	CONSULTANTS	185.00
							185.00*
6 230545	WALTER WERDERICH	OCTOBER 3, 2016	10-3-16 HEARING ON P	10/18/16	01020026382	HEARING OFFICER	350.00
7 230545	WALTER WERDERICH	AUGUST 29, 2016	8-29-16 HEARING ON P	10/18/16	01020026382	HEARING OFFICER	350.00
							700.00*
Total BUILDING AND ZONING							2,277.70*
GRAND TOTAL							2,277.70**

16AM 14-02

**PLUMBING INSPECTIONS AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS
AND RANDY ERICKSON, D.B.A. ERICKSON CONSTRUCTION**

THIS Agreement is entered into the day and year set forth below between *KENDALL COUNTY, ILLINOIS* (hereinafter "Kendall County") and RANDY ERICKSON, d.b.a ERICKSON CONSTRUCTION, with its principal offices at 1218 Lakewood Drive, Somonauk, IL 60552 (hereinafter referred to as "Inspector"). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. **Scope of Services:** Inspector will provide Kendall County with necessary inspection services to ensure the adherence to minimum regulations governing the design, installation and construction of plumbing systems to protect the public health against the hazards of inadequate, defective or unsanitary plumbing installations. In doing so, Inspector shall perform inspections of properties in conformance with the, Kendall County Building Code and Illinois State Plumbing Code, 2004 (77 Ill. Adm. Code 890), as may be amended from time to time. Such inspections shall include, but not be limited to, rough plumbing inspections, under floor plumbing inspections, final plumbing inspections before occupancy, and necessary re-inspections along with any other inspections that are requested by Kendall County to ensure compliance with, and enforcement of, the Kendall County Building Code and Illinois State Plumbing Code.
2. Inspections must be completed using the proper Kendall County reports/forms. Prior to the commencement of any requested inspection, Kendall County will prepare and provide all necessary inspection reports/forms for use by the inspector. Following an inspection, the original, completed inspection reports/forms shall be returned to the Kendall County Planning, Building & Zoning Department within twenty-four (24) hours after completion of the inspection.
3. **Fees & Reimbursements** for the above described work shall be a \$140.00 flat fee per inspection or re-inspection performed, regardless of size, type or time necessary to complete inspection. Inspector shall issue monthly invoices to Kendall County for his services, unless no inspections were performed in a given month.
4. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).
5. Kendall County shall provide notice at least one (1) business day prior to when there is a foreseeable need for an inspection to take place. However, should an emergency inspection be necessary as determined by a Kendall County Code Official, Vender agrees to provide such service upon notification.
6. Inspector's availability is to be 12:00 PM – 4:30 P.M., Monday – Friday, except on County Holidays. Inspector must also be available in the case of emergency as determined by the Kendall County Code Official.

7. Inspector must make himself available to testify in any court proceedings within Kendall County in respect to plumbing inspections and enforcement of the Kendall County Building Code and Illinois State Plumbing Code.
8. Inspector must provide a current telephone number at all times to the Kendall County Administration office, and be available at that number to communicate with Planning, Building & Zoning Department staff.
9. Should inspector not be available to perform inspections at any time, Inspector is to provide the County with notice of his unavailability at least forty eight (48) hours in advance.
10. Inspector shall maintain an Illinois Plumbers license in good standing at all times and shall upon demand provide a copy to Kendall County at no additional cost. As of the time of signing this Agreement, Inspector is certifying that his plumbing license is current and in good standing.
11. Inspector shall not subcontract the services provided under this agreement to a third-party inspector without the prior written consent of Kendall County. It is also understood and agreed that Randy Erickson shall be the only inspector authorized to perform inspections on behalf of Erickson Construction pursuant to this contract, and that he shall not employ another inspector to fulfill the duties prescribed herein.
12. Inspections performed under this Agreement shall be completed using Inspector's own equipment, tools and vehicles, and Kendall County shall not be responsible for reimbursing the Inspector for mileage or any other expenses incurred.
13. Inspector is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Inspector understands and agrees that Inspector is solely responsible for paying all wages, benefits and any other compensation due and owing to Inspector's officers, employees, and agents for the performance of services set forth in the Agreement. Inspector further understands and agrees that Inspector is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Inspector's officers, employees and/or agents who perform services as set forth in the Agreement. Inspector also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Inspector, Inspector's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Inspector, Inspector's officers, employees and agents. Inspector hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, and their past, present and future board members, officials, employees, insurers, and agents for any alleged injuries that Inspector, its officers, employees and/or agents may sustain while performing services under the

Agreement. Inspector shall exercise general and overall control of its officers and employees.

14. This Agreement shall be construed 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 shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
15. Inspector agrees to indemnify and hold harmless, and defend with counsel of Kendall County's own choosing, Kendall County, including their past, present, and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys' fees and other legal expenses, which Kendall County, their board members, elected officials, insurers, employees, and/or agents may sustain, incur or be required to pay arising out of Inspector's performance or failure to adequately perform its obligations pursuant to this Agreement.

Nothing contained herein shall be construed as prohibiting Kendall County, its past, present, and future board members, elected officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Inspector's duty to indemnify, defend, and hold Kendall County harmless, as set forth above.

Kendall County 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 contract.

16. Inspector will obtain and continue 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 Kendall County at the address set forth below for receipt of notice. Before starting work hereunder, Inspector shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder:
 - (a) Worker's Compensation and Occupational Disease Disability insurance:
 - (i) State: Statutory limits
 - (ii) Applicable Federal (e.g., Longshoremen's): Statutory limits
 - (iii) Employer's Liability:

- (A) \$500,000 per accident
 - (B) \$500,000 disease, policy limit
 - (C) \$500,000 disease, each employee
- (b) If written under Comprehensive General Liability Policy Form:
- (i) Bodily injury: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
 - (ii) Property damage: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
 - (iii) Bodily injury and property damage combined: \$1,000,000 per occurrence and \$2,000,000 aggregate per project
 - (iv) Personal injury: \$2,000,000 aggregate per project
- (c) If written under commercial general liability policy form:
- (i) \$2,000,000 general aggregate per project
 - (ii) \$1,000,000 products completed operations aggregate
 - (iii) \$1,000,000 personal and adv. injury
 - (iv) \$1,000,000 per occurrence
 - (v) \$1,000 medical expenses (any one person)
- (d) Business automobile liability (including owned, non-owned and hired vehicles):
- (i) Bodily injury and property damage combined: \$1,000,000 per occurrence
- (e) Umbrella Occurrence:
- (i) \$1,000,000 per occurrence
 - (ii) \$1,000,000 aggregate

Kendall County shall be named as Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Also, Kendall County shall be designated as the certificate holder.

17. 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 a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war, and unavailability of parts, materials, or supplies. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event.

The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

18. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall not have remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by Kendall County, the injured party may elect, in accordance with law and any other Agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If either party is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, that party is required to use the services of an attorney, then the prevailing party shall be entitled to be reimbursed by the other party all reasonable attorneys' fees, court costs, and expenses incurred by that party pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal. For purposes of this Agreement, the prevailing party that would be entitled to such reimbursement would be defined as a party who has recovered 75% or more of damages sought by the party
19. Inspector agrees to comply with any and all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees to conduct business in the state, municipality, county, or location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
20. Inspector certifies that Inspector is not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).
21. Inspector agrees not to commit unlawful discrimination and agrees 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.
22. Nothing contained in this Agreement, nor any act of Kendall County or Inspector pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary,

principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the Inspector.

23. When performing inspections under the terms of this Agreement, the Inspector intends that any injuries to its respective employees shall be covered and handled exclusively by Inspector's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the inspector, which may result from its activities under this Agreement, shall be the responsibility of inspector.
24. This Agreement represents the entire understanding between the parties hereto, and any modification or amendment hereof must be made in writing, and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written.
25. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
26. 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 Kendall County, Kendall County Planning Building & Zoning Department, Attention: Code Enforcement Official, 111 West Fox Road, Room 203, Yorkville, Illinois, 60560, fax: (630) 553-4179 with copy sent to: County Administrator, 111 West Fox Road, Room 316, Yorkville, Illinois, 60560 and to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Inspector, to: Randy Erickson, d.b.a Erickson Construction, 1218 Lakewood Drive, Somonauk, IL 60552.
27. 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.
28. Kendall County and Inspector each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
29. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Inspector. In the event of a default due to non-appropriation of funds, Kendall County and/or Inspector have the right to terminate


the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement. (The rights of termination under this paragraph exist notwithstanding the term of this agreement as set forth in Paragraph 30)

30. This Agreement shall be in full force and effect for a period of three (3) years from the date of the last signature below, however it may be renewed for subsequent one (1) year terms upon written agreement signed by both parties.

31. This Agreement may be terminated by Kendall County or Inspector upon written notice delivered to the other party at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement. (The rights of termination under this paragraph exist notwithstanding the term of this agreement as set forth in Paragraph 30)

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed as set forth below.

**RANDY ERICKSON, D.B.A
ERICKSON CONSTRUCTION**

BY: 

NAME: RANDY ERICKSON

TITLE: OWNER

DATE: 1/29/14

KENDALL COUNTY, ILLINOIS

BY: 

NAME: JOHN SHAW

TITLE: KENDALL COUNTY BOARD
CHAIRMAN

DATE: 1/21/14

Permit Approval Date Report Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number	Owner Name	Property Address	Subdivision	Contractor Name
10/11/2016	012016180	01 House	0235432016	COOK, JEFFREY & ERIN	5880 AUDREY AVENUE YORKVILLE, IL. 60560	FIELDS OF FARM COLONY UNIT 4	THORNBROOK CONSTRUCTION
10/13/2016	012016205	01 House	0603300010	SEELER STEVEN	2778 Cherry Road Oswego, IL. 60543		O'Malley Builders, Inc.
10/19/2016	012016179	01 House	0811100017	SPICHER DARON & KIMBERLY	7650 PLATTVILLE RD YORKVILLE, IL 60560-		CL Design-Build, Inc.
10/13/2016	012016197	01 House	0605395003	FORSELL DON E & AMY K	4806 CHERRY RD OSWEGO, IL 60543-	HENNEBERRY WOODS UNIT 2	CL Design - Build, Inc.
10/25/2016	022016215	02 Garage	0304181008	MCINTOSH KEITH R & DEBRA	52 PEMBROOKE RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 29	Clean Edge Construction, Inc.
10/4/2016	032016200	03 Accessory Buildings	0414200006	KARALEES NICHOLAS JR & BRENDA E	13307 BUDD RD YORKVILLE, IL 60560-		
10/27/2016	032016217	03 Accessory Buildings	0235255002	STUCK SCOTT D & STACIE B	5535 JENNIFER CT YORKVILLE, IL 60560-	FIELDS OF FARM COLONY UNIT 4	Thornbrook Builders
10/4/2016	032016198	03 Accessory Buildings	0214401002	WATSON KENNETH W JR	115 W RICKARD DR OSWEGO, IL 60543-	LYNWOOD EXTENSION 5	
10/27/2016	032016208	03 Accessory Buildings	0603250002	DANIELS LORRAINE E TRUST DANIELS KENNETH L M O	6333 SOUTHFIELD LN OSWEGO, IL 60543-	SOUTHFIELD ESTATES	Zenz Builders
10/20/2016	032016204	03 Accessory Buildings	0608400001	GOUDIE HUGH	7850 GROVE RD OSWEGO, IL 60543-		
10/13/2016	032016203	03 Accessory Buildings	0907100004	PADICK RANDOLPH	13410 BRISBIN RD YORKVILLE, IL 60560-		

Permit Approval Date Report Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number	Owner Name	Property Address	Subdivision	Contractor Name
10/27/2016	032016221	03 Accessory Buildings	0426100005	MARTIN JEFFREY R & SILVIA	-		
10/12/2016	032016201	03 Accessory Buildings	0907200025	JOLIET PARK DISTRICT	13297 E Grove Road Minooka, IL. 60447		Austin Tyler Construction
10/12/2016	042016202	04 Additions	0308326005	PIERCE SYLVANUS H II & JOY R	35 CENTURY DR OSWEGO, IL 60543-	WORMLEYS CENTURY ESTATES	BWS Builders
10/6/2016	042016174	04 Additions	0828300004	CHICAGO TITLE & TRUST	16805 QUARRY RD MORRIS, IL 60450-		D Construction
10/27/2016	052016225	05 Remodeling	0120302003	VANCIL IKE E & MARY E	37 WOODLAND DR PLANO, IL 60545-	SUGAR BROOK ESTATES RESUB UNIT 2	Independence Renewable Energy LLC
10/27/2016	052016220	05 Remodeling	0324100021	PETSCHKE NICHOLAS A & KERI M	3401 STEWART RD OSWEGO, IL 60543-		Hawken Remodeling
10/17/2016	142016207	14 Demolitions	0706300010	LAND VENTURE LLC %DONALD CARLSON, MCD	-		
10/21/2016	172016219	17 Change in Occupancy	0522200002	WHITETAIL RIDGE GOLF CLUB LLC	9111 ASHLEY RD YORKVILLE, IL 60560-		WALKER CUSTOM HOMES, INC.
10/21/2016	172016218	17 Change in Occupancy	0522200002	WHITETAIL RIDGE GOLF CLUB LLC	9111 ASHLEY RD YORKVILLE, IL 60560-		Walker Custom Homes, Inc.
10/19/2016	192016209	19 Fire Restoration	0416376008	NICOSIA FAMILY TRUST	8700 WILCOX CT NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 1	Self
10/19/2016	232016214	23 Generator	0120351007	SCOTT BRANT	235 WOODLAND DR PLANO, IL 60545-	SUGAR BROOK ESTATES UNIT 3	

**Permit Summary by Category
Kendall County**

Permit Category	Count	Estimated Cost	Permit Fees	Land Cash
House	2	\$1,040,000	\$7,757	\$4,857
Garage	2	\$61,000	\$400	\$0
Accessory Buildings	10	\$264,000	\$814	\$0
Additions	2	\$170,000	\$719	\$0
Remodeling	2	\$128,900	\$500	\$0
Decks	1	\$15,000	\$200	\$0
Demolitions	3	\$3,000	\$0	\$0
Change in Occupancy	2	\$250,000	\$400	\$0
Fire Restoration	2	\$346,625	\$260	\$0
Generator	2	\$9,348	\$110	\$0
	28	\$2,287,873	\$11,159	\$4,857

Permit Summary by Category by Month Kendall County

Permit Category	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
House	16	1	1	2	0	1	2	1	1	5	2	0	0
Garage	12	0	0	1	2	2	2	0	1	2	2	0	0
Accessory Buildings	42	0	0	2	3	4	6	3	6	7	10	1	0
Additions	20	2	1	3	1	1	5	1	1	2	2	1	0
Remodeling	24	0	1	1	2	2	7	2	2	5	2	0	0
Commercial - M Zone	1	0	0	0	0	1	0	0	0	0	0	0	0
Commercial - B Zone	2	0	0	0	0	0	0	0	1	1	0	0	0
Barns/Farm Buildings	18	1	2	3	5	2	2	1	2	0	0	0	0
Signs	2	0	0	1	0	1	0	0	0	0	0	0	0
Swimming Pools	20	0	0	1	5	5	3	2	3	1	0	0	0
Decks	14	0	0	2	1	3	1	4	1	1	1	0	0
Demolitions	10	0	0	1	2	1	2	0	0	1	3	0	0
Electrical Upgrades	2	1	0	0	0	1	0	0	0	0	0	0	0
Change in Occupancy	6	0	1	0	0	0	0	1	1	1	2	0	0
Driveway	7	1	0	3	1	1	0	0	0	1	0	0	0
Fire Restoration	4	0	1	0	0	0	0	0	1	0	2	0	0
Patio	5	0	0	0	2	0	1	1	0	1	0	0	0
Generator	5	0	1	0	1	0	0	0	0	1	2	0	0
	210	6	8	20	25	25	31	16	20	29	28	2	0

PLANNING BUILDING & ZONING RECEIPTS 2016

DATE	BUILDING FEES		ZONING FEES		LAND-CASH		OFFSITE ROADWAY		MONTHLY FY 16		TOTAL FY16		MONTHLY FY 15		TOTAL FY15	
December	\$1,966.58	\$1,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,516.58	\$3,516.58	\$10,457.86	\$3,516.58	\$10,457.86	\$10,457.86	\$10,457.86	\$10,457.86
January	\$1,975.00	\$50.00	\$4,856.78	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$7,881.78	\$7,881.78	\$11,398.36	\$11,398.36	\$1,276.72	\$1,276.72	\$11,734.58	\$11,734.58	\$11,734.58
February	\$1,138.80	\$0.00	\$4,969.27	\$0.00	\$0.00	\$0.00	\$0.00	\$6,108.07	\$6,108.07	\$17,506.43	\$17,506.43	\$4,862.64	\$4,862.64	\$16,597.22	\$16,597.22	\$16,597.22
March	\$6,810.96	\$1,255.00	\$7,298.03	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$17,363.99	\$17,363.99	\$34,870.42	\$34,870.42	\$3,711.92	\$3,711.92	\$20,309.14	\$20,309.14	\$20,309.14
April	\$6,264.28	\$2,835.00	\$4,856.78	\$0.00	\$0.00	\$0.00	\$0.00	\$13,956.06	\$13,956.06	\$48,826.48	\$48,826.48	\$16,770.64	\$16,770.64	\$37,079.78	\$37,079.78	\$37,079.78
May	\$3,876.24	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,876.24	\$4,876.24	\$53,702.72	\$53,702.72	\$4,210.80	\$4,210.80	\$41,290.58	\$41,290.58	\$41,290.58
June	\$14,914.48	\$2,810.00	\$4,856.78	\$0.00	\$0.00	\$0.00	\$0.00	\$22,581.26	\$22,581.26	\$76,283.98	\$76,283.98	\$10,354.00	\$10,354.00	\$51,644.58	\$51,644.58	\$51,644.58
July	\$4,217.64	\$5,255.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,472.64	\$9,472.64	\$85,756.62	\$85,756.62	\$18,998.34	\$18,998.34	\$70,642.92	\$70,642.92	\$70,642.92
August	\$5,992.32	\$900.00	\$2,786.61	\$0.00	\$0.00	\$0.00	\$0.00	\$10,083.93	\$10,083.93	\$95,840.55	\$95,840.55	\$24,455.94	\$24,455.94	\$95,098.86	\$95,098.86	\$95,098.86
September	\$5,405.04	\$0.00	\$3,441.25	\$0.00	\$0.00	\$0.00	\$0.00	\$8,846.29	\$8,846.29	\$104,686.84	\$104,686.84	\$24,947.04	\$24,947.04	\$120,045.90	\$120,045.90	\$120,045.90
October	\$10,660.75	\$0.00	\$12,196.16	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$23,856.91	\$23,856.91	\$128,543.75	\$128,543.75	\$13,154.80	\$13,154.80	\$133,200.70	\$133,200.70	\$133,200.70
November														\$14,138.44	\$14,138.44	\$147,339.14
TOTAL	\$63,222.09	\$15,655.00	\$45,261.66	\$4,000.00	\$4,000.00	\$128,543.75	\$128,543.75	\$147,339.14	\$147,339.14	\$1,473,339.14	\$1,473,339.14	\$147,339.14	\$147,339.14	\$147,339.14	\$147,339.14	\$147,339.14