

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, April 8, 2019 – 6:30 p.m.

CALL TO ORDER:

ROLL CALL: Elizabeth Flowers, Judy Gilmour, Matt Kellogg (Vice-Chairman), Matthew Prochaska (Chairman), and John Purcell

APPROVAL OF AGENDA:

APPROVAL OF MINUTES: Approval of Minutes from March 11, 2019 Meeting (Pages 3-6)

PUBLIC COMMENT:

PETITIONS:

1. **Amended Petition 17-28 – Kendall County Planning, Building and Zoning Committee (Pages 7-24)**
Request: Text Amendments to Sections 7.01.D.32 (Specials Uses in A-1 Agricultural District), 7.01.D.33 (Special Uses in A-1 Agricultural District) and 10.03.B.4 (Special Uses in M-3 Aggregate Materials Extraction, Processing and Site Reclamation District) of the Kendall County Zoning Ordinance Pertaining to Regulations of Outdoor Target Practice or Shooting Ranges (Not Including Private Shooting in Your Own Yard)
Purpose: Amendments to Regulations of Outdoor Target Practice or Shooting Ranges for Non-Profit and For-Profit Shooting Ranges

NEW BUSINESS:

1. Request from Dan Kramer Regarding Minor Amendments to a Special Use Permit for a Banquet Center at 1998 Johnson Road (Ordinance 2015-06) (Pages 25-32)
 - a. Request to Have Porta Johns and Other Temporary Bathroom Facilities Remain For the Duration of the Season Instead of Removal Within Two (2) Business Days After Each Event
 - b. Request to Erect the Temporary Tent Prior to May 1st.
2. Approval of Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2019 NPDES – MS 4 Requirements in an Amount of \$1,800 Plus Reimbursable Costs (Costs + 10%) (Pages 33-48)
3. Discussion of Alleged Planning, Building and Zoning Department Related Violations at 508 W. Route 126 (Anderson Tree Farm) (Pages 49-68)
4. Approval of Setting a Date and Time for a Second Meeting of the Planning, Building and Zoning Committee in the Month of April 2019

OLD BUSINESS:

1. Request from Teska Associates, Inc. to Extend the Contract for Completing the Zoning Ordinance Project Update from March 29, 2019, until June 28, 2019 (Pages 69-79)
2. Update on 45 Cheyenne Court (Pages 80-83)
3. Update on Zoning Violation at 790 Eldamain Road

UPDATE FROM HISTORIC PRESERVATION COMMISSION:

1. Approval of Proclamation Declaring May Historic Preservation Month in Kendall County (Page 84)

CORRESPONDENCE:

1. March 21, 2019 Email from Pete Wallers Regarding Drinking Water 1-2-3 Academy (Pages 85-87)
2. March 27, 2019 Email from Dee Weinert Regarding United City of Yorkville 2018 Building Code Update (Pages 88-89)

PUBLIC COMMENT:

COMMENTS FROM THE PRESS:

EXECUTIVE SESSION:

1. None

ADJOURNMENT:

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

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Office Building

Rooms 209 & 210

111 W. Fox Street, Yorkville, Illinois

6:30 p.m.

Meeting Minutes of March 11, 2019 – Unofficial until approved

CALL TO ORDER

The meeting was called to order by Chairman Prochaska at 6:30 p.m. Chairman Prochaska led the attendees in the Pledge of Allegiance.

ROLL CALL

Committee Members Present: Elizabeth Flowers, Judy Gilmour, Matt Kellogg (Vice-Chairman), John Purcell (arrived at 6:45 p.m.) and Matthew Prochaska (Chairman)

Committee Members Absent: None

Also Present: Matt Asselmeier (Senior Planner), Ruth Ann Sikes (Part-Time Office Assistant Zoning), Alex Finke and Kelly Helland

APPROVAL OF AGENDA

Member Flowers made a motion, seconded by Member Gilmour, to approve the agenda with the change of moving Update on Zoning Violation on Eldamain Road to before Petitions. With a voice vote of four (4) ayes, the motion carried unanimously.

APPROVAL OF MINUTES

Member Gilmour made a motion, seconded by Member Flowers, to approve the minutes of the February 26, 2019, meeting. With a voice vote of four (4) ayes, the motion carried unanimously.

EXPENDITURE REPORT

Mr. Asselmeier gave the report and said there was nothing out of the ordinary. The Committee recommended to forward the report to Finance for review.

PUBLIC COMMENT:

None

REVIEW VIOLATION REPORT

Update on Zoning Violation at 790 Eldamain Road

Kelly Helland, attorney for the Respondent, stated that they will have the other gate up in two (2) weeks to thirty (30) days. The consensus of the Committee is to wait thirty (30) days. This matter will be discussed at the Committee of the Whole on March 14th.

PETITIONS

Petition 19-02

Approval of Changing the Petitioner from the Kendall County Planning, Building and Zoning Committee to Brad Monkemeyer

Mr. Asselmeier informed the Committee that property owner Brad Monkemeyer agreed to the special use permit revocation for dog kennel at his property.

Member Kellogg made a motion, seconded by Member Flowers, to approve changing the Petitioner from the Kendall County Planning, Building and Zoning Committee to Brad Monkemeyer.

Yeas (4): Flowers, Gilmour, Kellogg, and Prochaska
Nays (0): None
Abstain (1): Purcell
Absent (0): None

The motion carried.

Recommendation on the Requested Revocation

Member Kellogg made a motion, seconded by Member Flowers, to recommend approval of the revocation of the special use permit for a dog kennel at 14005 Joliet Road.

Yeas (4): Flowers, Gilmour, Kellogg, and Prochaska
Nays (0): None
Abstain (1): Purcell
Absent (0): None

The motion carried. This matter will go to the Kendall County Board on March 19th.

NEW BUSINESS

Land Cash Ordinance

Mr. Asselmeier read the memo on land and monetary donations.

Member Purcell arrived at this time (6:45 p.m.).

Member Purcell stated he would not support a fifty percent (50%) increase and asked when the last time the calculation was adjusted. Mr. Asselmeier said it was adjusted in 2014.

Alex Finke gave a handout about impact fees. He explained the legalities of impact fees. He recommended using the Naperville formula. He suggested working with Mr. Asselmeier on the recalculation.

Discussion occurred regarding enrollment at local schools.

Member Purcell felt that the Committee conducted due diligence and should move onto other topics.

It was noted that twenty-four (24) houses were built in Kendall County in 2018. The land cash fee dropped from 2013 to 2014.

Chairman Prochaska asked if there was anything keeping the County from having a different land cash rate in Oswego and another one (1) for Seward Township. Mr. Finke replied, yes that the fee has to be the same for the entire county.

Chairman Prochaska suggested conducting more research on the topic.

Chairman Prochaska asked the members how they felt on the issue. The consensus of the Committee was more information was needed. Mr. Asselmeier will work with Mr. Finke on the calculation.

OLD BUSINESS

Zoning Ordinance Project Update

Mr. Asselmeier stated that Mike Hoffman was hoping to have an update by March 15, 2019.

REVIEW OF THE VIOLATION REPORT

The Committee reviewed the violation report.

REVIEW NON-VIOLATION COMPLAINT REPEORT

The Committee reviewed the non-violation report. Mr. Asselmeier will ask Brian Holdiman about the dog business on Minkler Road. The complaint at 2575 Minkler Road should be 2575 Wolfs Crossing.

UPDATE FROM HISTORIC PRESERVATION COMMISSION

There has not been a quorum since November and they continue to work on the Historic Preservation Ordinance.

REVIEW PERMIT REPORT

The Committee reviewed the permit report.

REVIEW REVENUE REPORT

The Committee reviewed the revenue report.

CORRESPONDENCE

March 1, 2019 Email Regarding Kane County Stormwater Ordinance

Mr. Asselmeier read the correspondence.

Soil Erosion and Sediment Control Workshop Flyer – March 22, 2019

Mr. Asselmeier read the flyer and stated that he will be attending the workshop.

PUBLIC COMMENT

None

COMMENTS FROM THE PRESS:

None

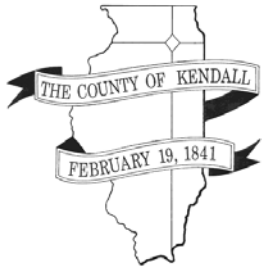
EXECUTIVE SESSION

None

ADJOURNMENT

Motion by Member Flowers, seconded by Member Kellogg, to adjourn. With a voice vote of five (5) ayes, the motion carried unanimously. Chairman Prochaska adjourned the meeting at 7:25 p.m.

Minutes prepared by Ruth Ann Sikes, Part-Time Office Assistant (Zoning)



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: Kendall County Planning, Building and Zoning Committee

From: Matthew H. Asselmeier, AICP, Senior Planner

Date: April 2, 2019

Re: Amended Petition 17-28 Proposed Text Amendments to Sections 7.01.D.32, 7.01.D.33 and 10.03.B.4 of the Kendall County Zoning Ordinance Pertaining to Regulations of Outdoor Target Practice or Shooting Ranges (Not Including Private Shooting in Your Own Yard)

In August 2018, the Kendall County Zoning Board of Appeals held a public hearing on proposed text amendments to outdoor shooting range regulations in the Kendall County Zoning Ordinance. After the public hearing, Na-Au-Say Township filed a formal objection to the proposed text amendment. The proposal went to the County Board and the County Board referred the proposal back to the Planning, Building and Zoning Committee.

At their meetings in December, January, and February, the Planning, Building and Zoning Committee worked on changes to the proposal, seeking to address the concerns raised by residents and other interested parties. At their meeting on February 11, 2019, the Planning, Building and Zoning Committee voted to send the proposal back to the Zoning Board of Appeals for a rehearing.

The updated proposal is attached to this memo. Changes from the current regulations and other notes are shown in red.

The Kendall County Zoning Board of Appeals held a public rehearing on this proposal at their meeting on April 1, 2019. Zero members of the public testified in favor of the proposal and twelve (12) members of the public testified in opposition to the proposal.

Benjamin Schroeder questioned the need for inclusion of the exemption for the Forest Preserve District because state law supersedes County regulations. He would like a statement added stating the purpose of the regulations. He questioned the required downrange safety area; he felt this area was lengthy. He suggested that the range safety officer be present only when the range is open. He suggested bilingual signs. He questioned the type of public restrooms; whether or not restrooms facilities should be permanent. He asked if marijuana would be allowed if State law legalized marijuana. He believed that ranges should not open all of the time; some quiet and dark time should exist. He questioned the exemption to existing ranges; he felt that the existing ranges should comply with the regulations within a specific period of time. He felt that neighbors should be notified of night shooting.

Margaret Sheehan expressed her concerns about the noise around schools, hospitals, and similar uses. She expressed a special concern about around schools because the noise may scare the children because of the recent shootings at schools.

Mark Perle stated he was happy with the major changes that had been made since last July. He noted that gun ranges can do baffling to reduce distances. He also suggested publishing the National Rifle Association rules on the County website and in public libraries so that the public can

April 2, 2019

have access to them without having to come into the office to read them. He expressed concerns about the requirement that Zoning Board of Appeals had to explain the reasons for denying a variance.

Greg Peterson expressed his concerns about the distance of the firing line from buildings. He would like to see the measurement come from the property line instead of the building. He believes the one thousand foot (1,000') distance was inadequate. He suggested five thousand feet (5,000'). He would like to see greater enforcement of the regulations. He would like to see language regarding access for first responders and maintenance of roads.

James Manning asked that agricultural and residential zoning districts be excluded from special use for gun ranges. He argued that gun ranges should be special uses in industrial areas only.

Linda Wilkinson stated that the proposal has vastly improved from previous version. She asked that the gun ranges be made safe. She requested that the Ordinance be worded carefully to avoid ambiguity. She believed that Department of Energy's regulations are applicable. She would like measurements to be based on property lines. She recommended that fencing should not substitute for fencing. She also expressed opposition to the portion of proposal requiring the Zoning Board of Appeals to explain their reasons for denial of a variance request.

Priscilla Gruber expressed that the proposal has improved from last year. She requested that the buffer zone increase to three thousand feet (3,000'). She expressed concerns about noise. She felt that the firing line distance should be measured from property lines instead of from residential structures. She felt baffling should be required. She believed that fencing should be placed around berms. She does not like the burden to be placed on the County to defend its decisions on variances and that section should be removed.

Joe Phillips requested clarification about the downrange safety area. Mr. Asselmeier explained downrange safety area was the area away from the launching area towards the target site. Mr. Phillips expressed concerns about the area that the bullet could go after it was discharged from the gun. He felt that the downrange safety should be a greater area because of tactical shooting and accidental discharges.

Martin Cann discussed the LaSalle Factors and requested that the section regarding explaining the reasons for denying a variance be removed from the proposal.

Nate Howell, owner of Howell Shooting Range, did some research on the range length and some of the requirements seem too large for his range. He believed that the berm height requirement was unrealistic. He asked that the distances be looked into and changes made if need be. He was agreeable to the one thousand foot (1,000') distance requirement. He expressed concerns about requiring the range safety officer to be certified.

Ed Gruber asked that Forest Preserve language should be deleted from the noise section. He also expressed concerns about noise from neighbors shooting on nearby property.

Todd Milliron stated that he believed that the distance from schools should be increased. He believed that ranges should have adequate access for public safety vehicles. He also believed that the Department of Energy regulations should be referenced. He argued that berms should be fenced. He expressed concerns about setting up downrange safety areas with tactical shooting. He believes that a bond should be attached to cover lead remediation.

The Zoning Board of Appeals unanimously recommended approval with the following conditions:

1. Bonds for site remediation should be required; specific amounts set by the County Board.
2. In Section b, the National Rifle Association Standards should be the 2012 standards.
3. In Section c, greater clarification of shooting angles in relation to downrange safety areas should be clarified.
4. In Section d.5.d, the downrange safety area requirement should be modified and not waived if baffling and berming is provided.
5. In Section f, the firing line should be one thousand five hundred feet (1,500') instead of one thousand feet (1,000') from residential dwellings and property lines of schools, daycares, places of worship and airstrips.
6. In Section h, the range safety officer should be present during operational hours instead of at all times.
7. Any required signs should be bilingual.
8. The hours of operation should be set by the County Board. However, gun ranges should not operational after thirty (30) minutes from sunset.
9. In Section n, the requirement that berming could be substituted for fencing was deleted.
10. Typos in Sections v and x should be corrected.
11. The consensus was that Section x was not needed.

The minutes of this meeting are attached to this memo.

If you have any questions prior to the meeting on this topic, please let me know.

Thanks,

MHA

ENC: Proposed Text Amendment
April 1, 2019 Zoning Board of Appeals Minutes

Red Are Comments/Existing Regulations
Regular Text is Current Proposal

Amendment to 7.01.D.32 (Special Uses in A-1)

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 shall exclude outdoor target practice (such exclusion extends to shooting ranges not located on property owned by the Kendall County Forest Preserve District as long its compliant with 70 ILCS 805/5 or the State of Illinois used for State parks), athletic fields with lights, paintball facilities and riding stables; including but not limited to polo clubs, and similar uses. **(This is a special use only in A-1; Proposal adds exemption to Forest Preserves and State Parks).**

Amendment to 7.01.D.33 (Special Uses in A-1) and 10.03.B.4 (Special Uses in M-3)

Outdoor Target Practice or Shooting Ranges (not including private shooting on your own yard and shooting ranges located on property owned by the Kendall County Forest Preserve District as long its compliant with 70 ILCS 805/5 or the State of Illinois used for State parks) with the following conditions **(The term “Range” is added after “Shooting”; exemption to Forest Preserves and State Parks is added).**:

- a. At the time of application for a special use permit, petitioners desiring to operate an outdoor target practice or shooting range shall submit copies of all of the studies and plans suggested in the 2012 NRA Range Source Book including, but not limited to, a safety plan, a business plan, a public relations plan, a maintenance plan, a noise plan, an environmental stewardship plan, and a closure plan. A copy of the NRA Range Source Book shall be available for public access in the Kendall County Planning, Building and Zoning Department
 1. The above-referenced plans shall contain information as suggested by the National Rifle Association.
 2. Included in the above documents, the petitioner shall submit a detailed written narrative describing the proposed use. The narrative shall, at a minimum, describe the type of range (i.e. public, private, or government), the type(s) of firearms and targets expected to be used and the proposed days and hours of operation.
 3. The safety plan shall describe the duties and qualifications of the range supervisors.
 4. In at least one (1) of the required studies or plans, a hazardous waste plan addressing lead management shall be included. The lead management plan shall conform to either the requirements of the National Rifle Association’s standards, the standards of the National Shooting Sports Foundations standards, or the United States Environmental Protection Agency’s best management practices standards.
 5. In addition to the above requirements, the petitioner shall submit a water and drainage plan; this plan must be approved by the Kendall County Planning, Building and Zoning Office.
 6. Any changes to the above-required studies and plans shall be promptly forwarded to the Kendall County Planning, Building and Zoning Department. **(All of this section is new with the exception of requiring a lead management plan and approval of a water and drainage plan by the Department).**
- b. Range layout requires conformity with National Rifle Association standards with regard to layout and dimensions. The petitioner shall submit a site capacity a calculation and a detailed

site plan showing the layout and design of the proposed shooting range, including all required setbacks and landscaping and the existing and proposed structures, their floor areas and impervious surfaces. The scale of the site plan shall be no greater than one inch equals one hundred feet (1"=100'). **(All of this section is new with the exception of the general requirement that range layout conforms to NRA standards).**

- c. The site plan for the proposed outdoor target practice of shooting range must show either sufficient berm height with sufficient downrange safety area or baffling that prevents projectiles from leaving the site.
 1. The safety area shall conform to 2012 NRA Range Source Book for the shape and width. The safety area shall have signs posted at intervals stated in the special use permit warning of the potential danger from stray bullets.
 2. For the purposes of this regulation, the term "downrange safety area" shall mean the area away from the launching site towards the target. In case of shooting ranges where targets are not stationary, appropriate baffling shall be provided. **(Current regulations only require berming based on surrounding land use and type(s) of firearms to be used; berming must also meet the standards in NRA Source Book).**

- d. Public ranges designed for the use of handguns and rifles shall provide berms at least twenty feet (20') high and six feet (6') thick at the top for ranges three hundred feet (300') in length, made of soft earth or other material that is unlikely to cause ricochets, and containing no large rocks. For every thirty (30') feet of firing line distance over twenty feet (20'), the berm height shall increase by ten feet (10') in height as an example Berms shall be located as follows:
 1. Shotgun ranges – No berming required.
 2. Ranges for handguns and rifles
 - a. Target placement not to exceed twenty feet (20') from the backstop.
 - b. Lateral not closer than thirty feet (30') from the firing line.
 3. All required berms shall be constructed prior to the commencement of operations and shall be maintained for the duration of the special use permit.
 4. In addition to berms, appropriate baffling may be installed over the firing line creating a "no blue sky" to prevent projectiles from overshooting the berm.
 5. The range shall be located on site where an uninhabited downrange safety area is available. The required length of the safety area shall be as follows:
 1. Shotgun ranges – one thousand five hundred feet (1500'), provided that shot size is limited to #4 or smaller.
 2. Ranges for handguns and rifles not more powerful than .22 long rifle – seven thousand feet (7,000').
 3. Ranges for rifles more powerful than a .22 long rifle – thirteen thousand five hundred feet (13,500').
 4. The downrange safety area requirement for handgun and rifle ranges shall be waived if the firing line is provided with overhead baffling, berming, or a combination thereof, meeting the standards of the 2012 National Rifle Association's Source Book or appropriate baffling may be installed over the firing line creating a "no blue sky" to prevent projectiles from overshooting the berm. **(All of this section is new; see comments from letter c above).**

- e. The range, including the safety area, must be under the control of the operator of the range, by ownership or lease. **(All of this section is new)**

- f. The firing line must be at least one thousand feet (1,000') from existing residential dwellings and property lines of schools, daycares, places of worship, and airstrips. **(Clarifies the measuring point as the firing line; clarifies dwelling as "residential").**
- g. The outdoor target practice or shooting range must have a sign that lists allowed firearm types based on the special use permit, rules of operation; hearing and vision protection required. **(This section is the same as the existing regulation; slight alteration in verbiage).**
- h. At least one (1) designated range safety officer must be present at all times. A "range safety officer" means a person who is certified under the National Rifle Association's Range Safety Officer Program or other equivalent state or nationally-recognized range safety officer certification program as approved by the County Board, for the type of shooting being supervised. The range safety officer shall enforce all range rules. **(Defines the number of range safety officers; specifies the type of certification program; defines the duties of the range safety officer).**
- i. At least one (1) range flag flown, a sign, cone, or red light lit at all times that firing is taking place. The flagpole shall be at least eighteen feet (18') high and the flag shall be bright red forty inches (40") long and twenty inches (20") inches wide at the pole and six inches (6") wide at the free end. Signs shall be at least ten inches by twelve inches (10"X12") and placed at entrance to any areas where firing is taking place. **(Allows cones to be used when firing is taking place; defines height and dimensions of flagpole and flag; defines dimensions of signs).**
- j. Everyone on the firing line is required to wear hearing protection and safety glasses. **(Unlike g above and the current regulations; this section specifies that hearing protection and safety glasses must be worn on the firing line).**
- k. The range shall provide public bathroom facilities. **(This section is new).**
- l. The range shall require a minimum parcel size of twenty (20) acres. **(Raised from 5 acres).**
- m. Hours and days of operation shall be specified in the special use permit and determined by the County Board. **(This section is the same as existing regulations)**
- n. Access must be controlled by a gated entrance. The range proper shall be gated and fenced in a manner so to prohibit entrance on 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. Berming may substitute for fencing. **(The existing regulations require access via a lockable gate; language regarding signage and berming substitution are new).**
- o. Must meet the existing setbacks of the zoning district. **(This section is implied in the existing regulations).**
- p. No alcohol, marijuana, or other illicit drugs allowed. **(The prohibition of marijuana and other illicit drugs was added).**
- q. No projectiles shall leave the boundaries of the site. **(This section is the same as the existing regulations).**

- r. 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 shall be at a level standard and customary for outdoor target practice or shooting range. An insurance policy meeting the above requirements must be maintained during the duration of the special use permit and the special use permit holder shall supply a copy of the insurance policy to the Kendall County Planning, Building and Zoning Department annually on or before February 1st of each year. **(This section is new).**
- s. All applicable Federal, State and County rules and regulations shall be adhered to. **(This section is the same as the existing regulations and merges the requirements that the gun range follows Health Department Regulations, signage regulations, lighting regulations, and not allowing discharge of lead shot into wetlands).**
- t. 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). **(This section is the same as existing regulations).**
- u. Notwithstanding the hours of operations set in the special use permit, the range shall abide by the following noise regulations, so as not to exceed allowable residential noise in accordance with the following:
 - 1. 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 use 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.
 - 2. 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 use 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.
 - 3. EXEMPTION: Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. **(This section is new).**
- v. Outdoor target practice and public or private shooting ranges in existence prior to the date of the adoption of this ordinance (**insert date**) shall be exempt from this sub-section of the Zoning Ordinance, but they shall follow the restrictions on their respective special use permits. **(This section is new).**
- w. Outdoor target practice and shooting ranges open to the public established after the date of this ordinance (**insert date**) must comply with the above regulations or secure applicable variance(s). **(This section is new).**
- x. The Zoning Board of Appeals may grant variances to this ordinance where doing so, would not impact the health, safety, or welfare of the residents of Kendall County. In addition, when

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denying a variance request, the Zoning Board of Appeals shall show why the granting of the variance would harm the health, safety, or welfare of the residents of Kendall County. **(This section is implied in the Zoning Ordinance).**

Any completed application submitted prior to date of adoption of this ordinance shall follow the application procedures, requirements, and restrictions in effect on the date that the completed application was submitted. **(This section is new).**

**MINUTES – UNOFFICIAL UNTIL APPROVED
KENDALL COUNTY
ZONING BOARD OF APPEALS MEETING
111 WEST FOX STREET, Room 209 and 210
YORKVILLE, IL 60560
April 1, 2019 – 7:00 p.m.**

CALL TO ORDER

Chairman Randy Mohr called the Zoning Board of Appeals meeting to order at 7:00 p.m.

ROLL CALL:

Members Present: Randy Mohr (Chair); Scott Cherry, Karen Clementi, Tom LeCuyer, Dick Thompson, and Dick Whitfield

Members Absent: Cliff Fox

Staff Present: Matthew Asselmeier, AICP, Senior Planner and Ruth Ann Sikes, Part Time Office Assistant, (Zoning)

Public: Margaret Sheehan, Mark Perle, Jim Williams, Linda Wilkinson, Greg Peterson, Boyd Ingemunson, Martin Cann, James Manning, Mike Hawkins, Wendy Martorano, Priscilla Gruber, Ed Gruber, Todd Milliron, Judy Bush, and Virginia Lake

PETITIONS

Chairman Mohr swore in all of the members of the public that wished to speak on the petitions.

The Zoning Board of Appeals started their review of Petition 17-28 at 7:16 p.m.

Rehearing on Amended Petition 17-28 – Kendall County Planning, Building and Zoning Committee

Request: Text Amendment to Sections 7.01.D.32 (Special Uses in A-1 Agricultural District), 7.01.D.33 (Special Uses in A-1 Agricultural District) and 10.03.B.4 (Special Uses in M-3 Aggregate Materials Extraction, Processing and Site Reclamation District) of the Kendall County Zoning Ordinance Pertaining to Regulations of Outdoor Target Practice or Shooting Ranges (Not including Private Shooting in Your Own Yard)

Purpose: Amendments to Regulations of Outdoor Target Practice or Shooting Ranges for Non-Profit and For-Profit Shooting Ranges

Mr. Asselmeier summarized the request.

Amendment to 7.01.D.32 (Special Uses in A-1)

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 shall exclude outdoor target practice (such exclusion extends to shooting ranges not located on property owned by the Kendall County Forest Preserve District as long its compliant with 70 ILCS 805/5 or the State of Illinois used for State parks), athletic fields with lights, paintball facilities and riding stables; including but not limited to polo clubs, and similar uses. **(This is a special use only in A-1; Proposal adds exemption to Forest Preserves and State Parks).**

Amendment to 7.01.D.33 (Special Uses in A-1) and 10.03.B.4 (Special Uses in M-3)

Outdoor Target Practice or Shooting Ranges (not including private shooting on your own yard and shooting ranges located on property owned by the Kendall County Forest Preserve District as long its compliant with 70 ILCS 805/5 or the State of Illinois used for State parks) with the following conditions **(The term “Range” is added after “Shooting”; exemption to Forest Preserves and State Parks is added).**:

- a. At the time of application for a special use permit, petitioners desiring to operate an outdoor target practice or shooting range shall submit copies of all of the studies and plans suggested in the 2012 NRA Range Source Book including, but not limited to, a safety plan, a business plan, a public relations plan, a maintenance plan, a noise plan, an environmental stewardship plan, and a closure plan. A copy of the NRA Range Source Book shall be available for public access in the Kendall County Planning, Building and Zoning Department
 1. The above-referenced plans shall contain information as suggested by the National Rifle Association.
 2. Included in the above documents, the petitioner shall submit a detailed written narrative describing the proposed use. The narrative shall, at a minimum, describe the type of range (i.e. public, private, or government), the type(s) of firearms and targets expected to be used and the proposed days and hours of operation.
 3. The safety plan shall describe the duties and qualifications of the range supervisors.
 4. In at least one (1) of the required studies or plans, a hazardous waste plan addressing lead management shall be included. The lead management plan shall conform to either the requirements of the National Rifle Association’s standards, the standards of the National Shooting Sports Foundations standards, or the United States Environmental Protection Agency’s best management practices standards.
 5. In addition to the above requirements, the petitioner shall submit a water and drainage plan; this plan must be approved by the Kendall County Planning, Building and Zoning Office.
 6. Any changes to the above-required studies and plans shall be promptly forwarded to the Kendall County Planning, Building and Zoning Department. **(All of this section is new with the exception of requiring a lead management plan and approval of a water and drainage plan by the Department).**
- b. Range layout requires conformity with National Rifle Association standards with regard to layout and dimensions. The petitioner shall submit a site capacity a calculation and a detailed site plan showing the layout and design of the proposed shooting range, including all required setbacks and landscaping and the existing and proposed structures, their floor areas and impervious surfaces. The scale of the site plan shall be no greater than one inch equals one hundred feet (1”=100’). **(All of this section is new with the exception of the general requirement that range layout conforms to NRA standards).**
- c. The site plan for the proposed outdoor target practice of shooting range must show either sufficient berm height with sufficient downrange safety area or baffling that prevents projectiles from leaving the site.

1. The safety area shall conform to 2012 NRA Range Source Book for the shape and width. The safety area shall have signs posted at intervals stated in the special use permit warning of the potential danger from stray bullets.
 2. For the purposes of this regulation, the term “downrange safety area” shall mean the area away from the launching site towards the target. In case of shooting ranges where targets are not stationary, appropriate baffling shall be provided. **(Current regulations only require berming based on surrounding land use and type(s) of firearms to be used; berming must also meet the standards in NRA Source Book).**
- d. Public ranges designed for the use of handguns and rifles shall provide berms at least twenty feet (20’) high and six feet (6’) thick at the top for ranges three hundred feet (300’) in length, made of soft earth or other material that is unlikely to cause ricochets, and containing no large rocks. For every thirty (30’) feet of firing line distance over twenty feet (20’), the berm height shall increase by ten feet (10’) in height as an example Berms shall be located as follows:
1. Shotgun ranges – No berming required.
 2. Ranges for handguns and rifles
 - a. Target placement not to exceed twenty feet (20’) from the backstop.
 - b. Lateral not closer than thirty feet (30’) from the firing line.
 3. All required berms shall be constructed prior to the commencement of operations and shall be maintained for the duration of the special use permit.
 4. In addition to berms, appropriate baffling may be installed over the firing line creating a “no blue sky” to prevent projectiles from overshooting the berm.
 5. The range shall be located on site where an uninhabited downrange safety area is available. The required length of the safety area shall be as follows:
 - a. Shotgun ranges – one thousand five hundred feet (1500’), provided that shot size is limited to #4 or smaller.
 - b. Ranges for handguns and rifles not more powerful than .22 long rifle – seven thousand feet (7,000’).
 - c. Ranges for rifles more powerful than a .22 long rifle – thirteen thousand five hundred feet (13,500’).
 - d. The downrange safety area requirement for handgun and rifle ranges shall be waived if the firing line is provided with overhead baffling, berming, or a combination thereof, meeting the standards of the 2012 National Rifle Association’s Source Book or appropriate baffling may be installed over the firing line creating a “no blue sky” to prevent projectiles from overshooting the berm. **(All of this section is new; see comments from letter c above).**
- e. The range, including the safety area, must be under the control of the operator of the range, by ownership or lease. **(All of this section is new)**
- f. The firing line must be at least one thousand feet (1,000’) from existing residential dwellings and property lines of schools, daycares, places of worship, and airstrips. **(Clarifies the measuring point as the firing line; clarifies dwelling as “residential”).**

- g. The outdoor target practice or shooting range must have a sign that lists allowed firearm types based on the special use permit, rules of operation; hearing and vision protection required. **(This section is the same as the existing regulation; slight alteration in verbiage).**
- h. At least one (1) designated range safety officer must be present at all times. A “range safety officer” means a person who is certified under the National Rifle Association’s Range Safety Officer Program or other equivalent state or nationally-recognized range safety officer certification program as approved by the County Board, for the type of shooting being supervised. The range safety officer shall enforce all range rules. **(Defines the number of range safety officers; specifies the type of certification program; defines the duties of the range safety officer).**
- i. At least one (1) range flag flown, a sign, cone, or red light lit at all times that firing is taking place. The flagpole shall be at least eighteen feet (18’) high and the flag shall be bright red forty inches (40”) long and twenty inches (20”) inches wide at the pole and six inches (6”) wide a the free end. Signs shall be at least ten inches by twelve inches (10”X12”) and placed at entrance to any areas where firing is taking place. **(Allows cones to be used when firing is taking place; defines height and dimensions of flagpole and flag; defines dimensions of signs).**
- j. Everyone on the firing line is required to wear hearing protection and safety glasses. **(Unlike g above and the current regulations; this section specifies that hearing protection and safety glasses must be worn on the firing line).**
- k. The range shall provide public bathroom facilities. **(This section is new).**
- l. The range shall require a minimum parcel size of twenty (20) acres. **(Raised from 5 acres).**
- m. Hours and days of operation shall be specified in the special use permit and determined by the County Board. **(This section is the same as existing regulations)**
- n. Access must be controlled by a gated entrance. The range proper shall be gated and fenced in a manner so to prohibit entrance on 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. Berming may substitute for fencing. **(The existing regulations require access via a lockable gate; language regarding signage and berming substitution are new).**
- o. Must meet the existing setbacks of the zoning district. **(This section is implied in the existing regulations).**
- p. No alcohol, marijuana, or other illicit drugs allowed. **(The prohibition of marijuana and other illicit drugs was added).**
- q. No projectiles shall leave the boundaries of the site. **(This section is the same as the existing regulations).**

- r. 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 shall be at a level standard and customary for outdoor target practice or shooting range. An insurance policy meeting the above requirements must be maintained during the duration of the special use permit and the special use permit holder shall supply a copy of the insurance policy to the Kendall County Planning, Building and Zoning Department annually on or before February 1st of each year. **(This section is new).**
- s. All applicable Federal, State and County rules and regulations shall be adhered to. **(This section is the same as the existing regulations and merges the requirements that the gun range follows Health Department Regulations, signage regulations, lighting regulations, and not allowing discharge of lead shot into wetlands).**
- t. 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). **(This section is the same as existing regulations).**
- u. Notwithstanding the hours of operations set in the special use permit, the range shall abide by the following noise regulations, so as not to exceed allowable residential noise in accordance with the following:
 1. 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 use 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.
 2. 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 use 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.
 3. EXEMPTION: Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. **(This section is new).**
- v. Outdoor target practice and public or private shooting ranges in existence prior to the date of the adoption of this ordinance (**insert date**) shall be exempt from this subsection of the Zoning Ordinance, but they shall follow the restrictions on their respective special use permits. **(This section is new).**
- w. Outdoor target practice and shooting ranges open to the public established after the date of this ordinance (**insert date**) must comply with the above regulations or secure

applicable variance(s). **(This section is new).**

- x. The Zoning Board of Appeals may grant variances to this ordinance where doing so, would not impact the health, safety, or welfare of the residents of Kendall County. In addition, when denying a variance request, the Zoning Board of Appeals shall show why the granting of the variance would harm the health, safety, or welfare of the residents of Kendall County. **(This section is implied in the Zoning Ordinance).**

Any completed application submitted prior to date of adoption of this ordinance shall follow the application procedures, requirements, and restrictions in effect on the date that the completed application was submitted. **(This section is new).**

Member Clementi asked what happens if the Board votes no. Mr. Asselmeier stated the Board would issue a recommendation, the townships have thirty (30) days to file an objection, and, if no formal objections are filed, the proposal will go to the County Board where it needs a simple majority to pass. The current regulations on the books would remain in place if this proposal is defeated. The proposal only applies to new special use permits applied for after this proposal is adopted.

Member Clementi asked if this version had been reviewed by the State's Attorney Office. Mr. Asselmeier replied this proposal has not been reviewed by the State's Attorney's Office.

Chairman Mohr wanted to know if the National Rifle Association is the only source for information. Mr. Asselmeier stated the National Rifle Association was the only entity with the most detailed information on range design. The Department of Energy has guidelines for federal institutions. The County and Forest Preserve would be exempt if a gun range was placed on property used for forest preserves. The Zoning Ordinance would need amendment if the National Rifle Association releases an updated Source Book.

Member Thompson asked how the range length numbers were determined. Mr. Asselmeier stated that the numbers came from McHenry County's regulations. Member Thompson felt that the numbers seemed large.

Chairman Mohr asked about operating hours. Mr. Asselmeier stated that the proposal is the same as the current regulations. Chairman Mohr expressed concerns about allowing night shooting. Lighting would be determined in the special use permit.

Chairman Mohr started the public hearing on Petition 17-28 at 7:36 p.m.

Benjamin Schroeder commented that he has two (2) gun ranges by his home and hears the noise from them and at times it sounds like a war. He questioned the need for inclusion of the exemption for the Forest Preserve District because state law supersedes County regulations. He would like a statement added stating the purpose of the regulations. He questioned the required downrange safety area; he felt this area was lengthy. He suggested that the range safety officer be present only when the range is open. He suggested bilingual signs. He questioned the type of public restrooms; whether or not restrooms facilities should be permanent. He asked if marijuana would be allowed if State law legalized marijuana. He believed that ranges should not open all of the time; some quiet and dark time should exist. He questioned the exemption to existing ranges; he felt that the existing ranges should

comply with the regulations within a specific period of time. He felt that neighbors should be notified of night shooting. He discussed a warehouse where he worked that had a bullet hole in the roof.

Margaret Sheehan expressed her concerns about the noise around schools, hospitals, and similar uses. She expressed a special concern about around schools because the noise may scare the children because of the recent shootings at schools.

Mark Perle stated he was happy with the major changes that had been made since last July. He noted that gun ranges can do baffling to reduce distances. He also suggested publishing the National Rifle Association rules on the County website and in public libraries so that the public can have access to them without having to come into the office to read them. He expressed concerns about the requirement that Zoning Board of Appeals had to explain the reasons for denying a variance. Mr. Asselmeier explained the reasons why the Zoning Board of Appeals approve findings of fact before issuing a decision or recommendation. The State's Attorney Office has not reviewed the proposal.

Greg Peterson expressed his concerns about the distance of the firing line from buildings. He would like to see the measurement come from the property line instead of the building. He believes the one thousand foot (1,000') distance was inadequate. He suggested five thousand feet (5,000'). He explained the history of a shooting range operating next to his house. The noise negatively impacted their use of the property. Berms do not block noise. He would like to see greater enforcement of the regulations. He would like to see language regarding access for first responders and maintenance of roads.

James Manning asked that agricultural and residential zoning districts be excluded from special use for gun ranges. He argued that gun ranges should be special uses in industrial areas only. He requested that the record from the Delaney hearing be included in the record. Member Clementi noted that the Board is reviewing the proposal at hand. If this proposal is defeated, the existing regulations remain on the books. Mr. Asselmeier explained which entities can ask for text amendments to the Zoning Ordinance.

Linda Wilkinson stated that the proposal has vastly improved from previous version. She asked that the gun ranges be made safe. She requested that the Ordinance be worded carefully to avoid ambiguity. She believed that Department of Energy's regulations are applicable. She would like measurements to be based on property lines. She recommended that fencing should not substitute for fencing. She also expressed opposition to the portion of proposal requiring the Zoning Board of Appeals to explain their reasons for denial of a variance request.

Priscilla Gruber expressed that the proposal has improved from last year. She requested that the buffer zone increase to three thousand feet (3,000'). She expressed concerns about noise. She felt that the firing line distance should be measured from property lines instead of from residential structures. She felt baffling should be required. She believed that fencing should be placed around berms. She does not like the burden to be placed on the County to defend its decisions on variances and that section should be removed.

Joe Phillips requested clarification about the downrange safety area. Mr. Asselmeier explained downrange safety area was the area away from the launching area towards the target site. Mr. Phillips expressed concerns about the area that the bullet could go after it was discharged from the gun. He

felt that the downrange safety should be a greater area because of tactical shooting and accidental discharges.

Martin Cann discussed the LaSalle Factors and requested that the section regarding explaining the reasons for denying a variance be removed from the proposal.

Nate Howell, owner of Howell Shooting Range, did some research on the range length and some of the requirements seem too large for his range. He believed that the berm height requirement was unrealistic. He asked that the distances be looked into and changes made if need be. He was agreeable to the one thousand foot (1,000') distance requirement. He expressed concerns about requiring the range safety officer to be certified. Chairman Mohr suggested that the current range safety officer could get certified, if necessary.

Ed Gruber asked that Forest Preserve language should be deleted from the noise section. He also expressed concerns about noise from neighbors shooting on nearby property.

Todd Milliron stated that he believed that the distance from schools should be increased. He believed that ranges should have adequate access for public safety vehicles. He also believed that the Department of Energy regulations should be referenced. He argued that berms should be fenced. He expressed concerns about setting up downrange safety areas with tactical shooting. He believes that a bond should be attached to cover lead remediation.

Chairman Mohr closed the public hearing on Petition 17-28 at 8:42 p.m.

Member Whitfield made a motion, seconded by Member Clementi, to recommend approval of the text amendment with the following changes:

1. Bonds for site remediation should be required; specific amounts set by the County Board.
2. In Section b, the National Rifle Association Standards should be the 2012 standards.
3. In Section c, greater clarification of shooting angles in relation to downrange safety areas should be clarified.
4. In Section d.5.d, the downrange safety area requirement should be modified and not waived if baffling and berming is provided.
5. In Section f, the firing line should be one thousand five hundred feet (1,500') instead of one thousand feet (1,000') from residential dwellings and property lines of schools, daycares, places of worship and airstrips.
6. In Section h, the range safety officer should be present during operational hours instead of at all times.
7. Any required signs should be bilingual.
8. The hours of operation should be set by the County Board. However, gun ranges should not operational after thirty (30) minutes from sunset.
9. In Section n, the requirement that berming could be substituted for fencing was deleted.
10. Typos in Sections v and x should be corrected.
11. The consensus was that Section x was not needed.

The votes were as follows:

Ayes (6): Mohr, Cherry, Clementi, LeCuyer, Thompson, and Whitfield

Nays (0): None
Absent (1): Fox

The motion passed. The proposal will go to the Planning, Building and Zoning Committee on April 8, 2019.

The Zoning Board of Appeals completed their review of Petition 17-28 at 9:10 p.m.

ADJOURNMENT OF THE ZONING BOARD OF APPEALS

Member Clementi made a motion, seconded by Member Cherry, to adjourn. With a voice vote of all ayes, the motion passed unanimously. The Zoning Board of Appeals meeting adjourned at 10:15 p.m.

Respectfully submitted by,
Ruth Ann Sikes
Part-Time Office Assistant (Zoning)

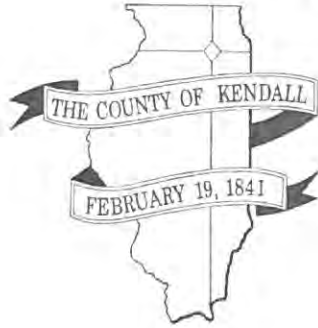
Exhibits

1. Staff Report on Petition 17-28 Dated February 15, 2019.
2. Record of Decision for Previous Hearing on Petition 17-28 Dated August 27, 2018
3. Certificate of Publication for Petition 17-28 (Not Included with Report but on file in Planning, Building and Zoning Office).

**KENDALL COUNTY
ZONING BOARD OF APPEALS
APRIL 1, 2019**

In order to be allowed to present any testimony, make any comment, engage in cross-examination, or ask any question during this public hearing, you must enter your name, address, and signature on this form prior to the commencement of the public hearing. By signing this registration sheet, you agree that you understand that anything you say will be considered sworn testimony, and that you will tell the truth, the whole truth and nothing but the truth.

NAME	ADDRESS	SIGNATURE
Margaret Sheehan		
Mark Perle		
Alm Williams		
Linda M. Wilkinson		
Greg Petersen		
Boyd Ingemunson		
Martin Cann		
James Manning		
Mike Hawthinson Jr		
Mike Hawthinson Sr		
Wendy Matran		
Presilla Guibon		
Ed Dube		
John Muller		
Geoffrey Bush		
Virginia Lake		



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: Kendall County Planning, Building & Zoning Committee
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: March 27, 2019
Re: Request for Minor Amendments to a Special Use Permit for a Banquet Center at 1998 Johnson Road

On April 21, 2015, the Kendall County Board approved Ordinance 2015-06, granting a special use permit for a banquet facility at 1998 Johnson Road. Condition 7 of the Ordinance required that Porta Johns (and other temporary bathroom facilities) need to be removed within 2 business days after each event. Condition 8 of the Ordinance required that the temporary tent can be erected from May 1st through November 15th. A copy of Ordinance 2015-06 is attached to this memo.

In March 2019, the Petitioner's attorney requested a minor amendment to the special use permit allowing the installation of a temporary bathroom trailer and allowing the temporary tent to be erected one (1) week prior to May 1st. Copies of these letters and the Kendall County Health Department's opinion on the bathroom trailer are attached to this memo.

The criteria for evaluating minor amendments to special use permits is found in Section 13.08.N of the Kendall County Zoning Ordinance which states the following:

"Minor Amendments are those that do not alter the intent or uses of the property for which a Special Use has been approved. Minor Amendments shall be limited to the following:

1. Proposed additions, enlargements or changes in any existing or proposed building or buildings, shown on any controlling site plans attached to or referenced in the ordinance which granted the special use (if applicable), and the addition of accessory structures not shown on such plans may be permitted provided that all of the following conditions are met:

a) The proposed addition, enlargement or change will, in the opinion of the Zoning Administrator, result in a better utilization of the property or a more efficient and desirable use of the land.

b) The change shall not constitute more than a ten (10) percent increase in the lot coverage of all approved buildings on the property or a ten (10) percent increase of the total floor area of all approved buildings on the property.

- c) The proposed addition, enlargement or change will not infringe upon or extend into any required building setback, off street parking or loading space or required building separation or exceed the height or bulk regulations of the underlying zoning district.
- d) The additional off-street parking or loading spaces required for such proposed addition, enlargement or change, can be supplied as required by the applicable zoning ordinance provisions.
- e) The proposed addition, enlargement or change will not result in an enlargement or increase of any previously approved variation.

2. Minor Modifications of Conditions provided that all of the following are met:

- a) The proposed modification will, in the opinion of the Zoning Administrator, result in equal or better performance than the original condition imposed.
- b) The proposed modification or change shall not result in a change of more than ten (10) percent of any previously imposed condition.
- c) The result of the proposed modification shall be that the property will still be in substantial compliance with the previously approved ordinance.

An owner seeking an approval of such change shall submit an application for a minor amendment to be acted upon by the Zoning Administrator. The Zoning Administrator may, at his or her discretion, refer the request for a minor amendment to the Planning, Building and Zoning Committee of the County Board for recommendation prior to taking action. In addition, the petitioner may appeal the decision of the Zoning Administrator in the review of a minor amendment to the PBZ Committee. In such instances the PBZ Committee shall be the final authority in deciding upon such requests. (*Amended 9.15.2009*)"

It is Staff's opinion that the above language does not give the Zoning Administrator the ability to grant minor amendments to special use permits on questions related to time (i.e. when at a given point in time some action is to occur). Accordingly, Staff denied the requests for minor amendment and the Petitioner appealed this decision to the Planning, Building and Zoning Committee.

If the Planning, Building and Zoning Committee wishes to grant the appeal, a minor amendment will be added to the special use permit, per the Kendall County Zoning Ordinance.

If the Planning, Building and Zoning Committee wishes to deny the appeal and if the Petitioner desires the amendments, the Petitioner would be required to go through the major amendment to a special use process as outlined in the Kendall County Zoning Ordinance.

If you have any questions, please let me know.

Thanks,

MHA

ENCs: Ordinance 2015-06

March 12, 2019 Letter Regarding Tent Placement

March 13, 2019 Letter Regarding Bathroom Trailer

March 18, 2019 Email from Kendall County Health Department

ORDINANCE NUMBER 2015 - 06

GRANTING AN A-1 SPECIAL USE AT
1998 JOHNSON ROAD, OSWEGO
TO OPERATE A BANQUET HALL FOR SPECIAL EVENTS

WHEREAS, Peter & Laurie Pasteris have filed a petition for a Special Use within the A-1 Agricultural Zoning District for a 12.5 acre property located on the south side of Johnson Road, 1 mile east of Schlapp Road, 1.45 miles west of Ridge Road, commonly known as 1998 Johnson Road, (PIN #'s 06-11-100-004 & 06-11-100-008), in NaAuSay Township; and

WHEREAS, said property is currently zoned A-1 Agricultural; and

WHEREAS, said petition is to obtain an A-1 Special Use Permit to operate a banquet hall on their property for special events; and

WHEREAS, said property is legally described as:

THE WEST 400.0 FEET OF THE NORTH 435.60 FEET OF A STRIP OF LAND 54 RODS (891.1 FEET) WIDE OFF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS CONTAINING 4 ACRES

THE WEST 561.0 FEET OF THE NORTH 971.0 FEET (EXCEPT THE WEST 400.0 FEET OF THE NORTH 435.60 FEET, THEREOF) OF A STRIP OF LAND 54 RODS (891.0 FEET) WIDE OFF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS CONTAINING 8.5052 ACRES.

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08.J of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on April 6, 2015; and

WHEREAS, the findings of fact were approved as follows:

*That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. **The special use will not be detrimental or endanger the public health, safety, morals, comfort or general welfare.***

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space

*and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. **The petitioner is not proposing to change the site but have a temporary tent up during events therefore keeping with the residential and agricultural character of the neighborhood.***

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. **The special use will not be adding any new utilities at this time and no new roadways or drainage to the property. They will be adding a septic in the future, park on the hayfield and will use the current access point onto Johnson Road.***

*That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. **The only regulation they do not meet is that it must be located on a major or arterial roadway but they have received permission from the township road commissioner. All other regulations will conform.***

*That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **This special use will not be every weekend so most of the time it will just be residential uses and not events.***

WHEREAS, the Kendall County Board has considered the findings and recommendation of the Hearing Officer and finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this special use shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns of the property owner as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use zoning permit to operate a banquet hall on their property for special events in accordance to the submitted Description included as "Exhibit A" and the submitted Site Plan included as "Exhibit B" attached hereto and incorporated herein subject to the following conditions:

1. The principal use of the property is for residential purposes and/or farming.
2. A maximum of 200 persons at any one time (with a 10% tolerance).
3. All events must be catered unless approved by the Health Department.
4. Compliance with applicable building codes and Americans with Disabilities Act accessibility provisions and securing of the required permits associated with any proposed remodeling, alteration, construction or expansion of existing and proposed structures on the premises.
5. Retail sales are permitted as long as the retail sales will be ancillary to the main operation.
6. The noise regulations are as follows:
Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land

which exceeds sixty 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.

Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty five (55) dBA when measured at any point within such receiving residential land provided: however, that point of measurement shall be on the property line of the complainant.

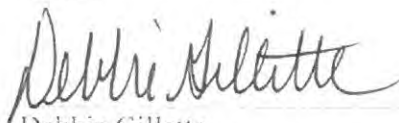
EXEMPTION: Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

7. Porta Johns (and other temporary bathroom facilities) need to be removed within 2 business days after each event.
8. Events can run from May 1st through November 15th and the temporary tent can be erect from May 1st through November 15th.
9. Entities having jurisdiction may inspect the property annually including but not limited to the Planning, Building Zoning Department, Health Department, sheriff's office and fire protection district in order to ensure that conditions of the special use permit are still being met and that the permit is still applicable for the operation.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS OF, this ordinance has been enacted on April 21, 2015.

Attest:



Debbie Gillette
Kendall County Clerk



John Shaw
Kendall County Board Chairman

LAW OFFICES
OF

Daniel J. Kramer

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

DANIEL J. KRAMER

KELLY A. KRAMER
D.J. KRAMER

March 12, 2019

Matt Asselmeier
Kendall County Planning, Building, and Zoning
Via Email: masselmeier@co.kendall.il.us

RE: Pasteris Special Use

Dear Mr. Asselmeier:

Could my Client be placed on the April 8, 2019 PB & Z agenda to request permission to erect his banquet tent one week prior to May 1, 2019? His Special Use provides that the facility can be in operation from May 1 onward.

His first wedding this year is scheduled for May 3, 2019. It does take him several days to both erect the tent and allow sufficient time for the bridal party to decorate inside. We would ask for permission to erect the tent no more than seven days before May 1, 2019.

Thank you for your consideration and we will be happy to attend the meeting in support of our request.

Very truly yours,



Daniel J. Kramer,
Attorney at Law

DJK/cth

cc: Peter Pasteris

LAW OFFICES
OF

Daniel J. Kramer

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

DANIEL J. KRAMER

KELLY A. KRAMER
D.J. KRAMER

March 13, 2019

Matt Asselmeier
Kendall County Planning, Building, and Zoning
Via Email: masselmeier@co.kendall.il.us

RE: Pasteris Special Use

Dear Mr. Asselmeier:

Please take this letter as the request on behalf of my clients Peter and Laurie Pasteris to permit the bathroom trailer to remain on the premises during the 2019 banquet season.


As I mentioned as the use of their facility has continued to uptick over the years rather than using port-o-potties they have a very nice bathroom trailer.

The trailer is 8.5 feet by 28 feet or 238 square feet.

The tent used for wedding facilities and other banquets is 40 feet by 100 feet or 4,000 square feet. Thus the requested bathroom trailer is less than 6% of the approved Special Use building area.

Should you have any other questions let me know. We appreciate your Administrative Ruling on this matter.

Very truly yours,


Daniel J. Kramer,
Attorney at Law

DJK/clh

cc: Peter & Laurie Pasteris

Matt Asselmeier

From: Aaron Rybski
Sent: Monday, March 18, 2019 10:14 AM
To: Matt Asselmeier
Cc: Scott Koeppel; Matthew G. Prochaska; Lauren Belville
Subject: RE: Pasteris Special Use

The Health Department would not object to the change proposed on the premises so long as the unit is pumped and cleaned on a routine basis and the trailer is removed periodically (at least at the end of the season). Were a more permanent facility to be proposed on this site, an on-site sewage disposal system would need to be installed to serve the facility.

Thank you,

A.R.

From: Matt Asselmeier
Sent: Wednesday, March 13, 2019 9:37 AM
To: Aaron Rybski
Cc: Scott Koeppel; Matthew G. Prochaska
Subject: FW: Pasteris Special Use

Aaron:

I received the following letter from Dan Kramer regarding the Pasteris special use permit at 1998 Johnson Road.

Does the Health Department have any objections to using a bathroom trailer instead of port-o-potties mentioned in the letter?

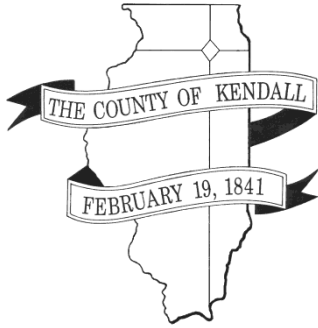
Thanks,

Matthew H. Asselmeier, AICP
Senior Planner
Kendall County Planning, Building & Zoning
111 West Fox Street
Yorkville, IL 60560-1498
PH: 630-553-4139
Fax: 630-553-4179

From: Real estate [mailto:realestate@dankramerlaw.com]
Sent: Wednesday, March 13, 2019 9:28 AM
To: Matt Asselmeier <masselmeier@co.kendall.il.us>
Cc: laurie.pasteris@gmail.com
Subject: Pasteris Special Use

DO NOT RESPOND TO THIS EMAIL PLEASE SEND DIRECT TO: dkramer@dankramerlaw.com

Very Truly Yours,



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: Kendall County Planning, Building and Zoning Committee
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: March 27, 2019
Re: Work Related to NPDES Annual Report

Kendall County is required to submit certain documents annually as required by its NPDES Permit. Attached please find the proposal from WBK for this work. The scope of work is the same as 2018. The cost increased from One Thousand Seven Hundred Dollars (\$1,700) to One Thousand Eight Hundred Dollars (\$1,800).

If you have any questions, please let me know.

MHA

ENC: WBK Proposal

Proposal for NPDES MS-4 Annual Report

Kendall County | Yorkville, Illinois

March 22, 2019

Mr. Matthew Asselmeier
Kendall County Planning, Building and Zoning
111 W. Fox Street
Yorkville, Illinois 60560

Dear Mr. Asselmeier:

WBK Engineering, LLC (WBK) is pleased to provide this proposal to Kendall County (Client) for professional services related to submittal of the 2019 Annual Report to the IEPA in conformance with NPDES – MS-4 requirements under ILR40. WBK looks forward to the opportunity to assist Kendall County on the preparations of the Annual Report. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

Understanding of the Assignment

It is our understanding that the client has a current Notice of Intent (NOI) that was submitted to the IEPA in 2016 for the 2016-2017 permitting year (Year 1). We further understand the County needs to file an Annual Report with the IEPA for the 2019-2020 permitting year (Year 4) for the renewal of the MS-4 ILR40 permit and is seeking assistance with preparation of the report. The annual report will be prepared utilizing the most current IEPA forms and submitted in accordance with IEPA requirements.

Scope of Services

Task 1 | Preparation of 2019 MS-4 Annual Report

WBK will prepare the MS-4 Annual Report in accordance with IEPA requirements and utilizing IEPA format for NPDES – MS-4. We will review the six minimum control measures with the County and document goals and objectives towards compliance. We expect to interview the Senior Planner and to inventory existing activities that demonstrate compliance with NPDES MS-4 requirements. We will identify activities performed by County Departments and report the same. A complete submittal will be prepared and submitted to the IEPA on behalf of the County with all supporting documentation.

Estimate of Fees

We propose to bill you a lump sum fee of \$1,800 for the scope of services described above, plus reimbursable expenses. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services.

Please note that preparing this proposal requires the exercise of professional knowledge and judgment, and as such, this proposal remains the proprietary instrument of service of the firm WBK Engineering, LLC. No portion of this proposal may be shared with another firm providing similar services without our permission.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to Kendall County. If you have any questions, please do not hesitate to call.

Sincerely,



Patrick Kelsey, CPSS/SC
Resource Management Practice Principal

Encl: General Terms and Conditions—Kendall County (April 4, 2016)

THIS PROPOSAL AND GENERAL TERMS & CONDITIONS ACCEPTED FOR KENDALL COUNTY:

BY: _____

TITLE: _____

DATE: _____

WBK ENGINEERING, LLC
GENERAL TERMS AND CONDITIONS WITH KENDALL COUNTY, ILLINOIS

1. Relationship Between Engineer and Client: WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible. It is understood by Engineer that this agreement is with a government entity. As such, any further price adjustments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Client understands that the project schedule will be adjusted to accommodate the formal County procedure. The Engineer is not obligated to begin any additional work until County Board approval.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms

and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Any costs greater than the “not to exceed” fee referenced herein and by attachments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fees, incurred by Engineer and directly resulting from the project at issue, before the termination date shall be reimbursed by Client. Upon receipt of a termination notice, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Client shall not be liable for those costs and expenses resulting from Engineer's failure to mitigate such losses. Further, Client shall not be responsible for salaries, overhead and fees accrued after Agreement's termination.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies

provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk.
8. The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.
9. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
10. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the

reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly. However, Engineer acknowledges that any such compensation will be contingent upon prior submittal of costs to the County for review and approval by the Kendall County Board.

11. Affirmative Action: The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

12. Indemnification: Engineer shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Client Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the Engineer's negligent or willful acts, errors or omissions in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its 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, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Engineer's duty to indemnify and hold the County harmless, as set forth above.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

13. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
14. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

16. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
17. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein or within the Proposal for Engineering Services and the Schedule of Charges, which are herein incorporated by reference. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement, Proposal for Engineering Services and the Schedule of Charges shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
18. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
19. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
20. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, fires, natural calamities.
21. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing. Engineer hereby waives any claim of lien against subject premises on behalf of Engineer, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Engineer shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
22. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services. Should such services be necessary, Engineer shall provide a written quote to Client in advance for approval.

23. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
24. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

In the case of notice to Kendall County, County Administrator, County of Kendall, 111 West Fox Street, Room 316, Yorkville, IL 60560, Fax (630) 553-4214 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois 60560, fax (630) 553-4204. And, in the case of Engineer, to: P.J. Fitzpatrick, WBK Engineering, LLC, 116 W. Main Street, Suite 201, St. Charles, IL 60174

25. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed those amounts that are equal to what Engineer has retained insurance coverage for at the time of contracting. Said insurance limits at the time of contracting include: Professional Liability of \$2,000,000.00 each occurrence and \$4,000,000.00 general aggregate; General Liability of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate; Automobile Liability of \$1,000,000.00; and an Excess/Umbrella of \$10,000,000.00 per occurrence. Engineer understands that said limits on liability are based upon the coverage amounts that may be paid by his insurer and such liability limits are set irrespective of whether the insurer(s) actually pay such limits on Engineer's behalf. Engineer further understands that should insurance not provide the coverage amounts above, Engineer shall still be responsible for its liability up to the amounts listed. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
26. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which

the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

27. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify,

or because of errors or omissions which may have occurred in assembling the information the Client is providing.

28. Payment: Client shall be invoiced once each month for work performed during the preceding period. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)
29. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

30. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Engineer has no responsibility to supervise and direct the work; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be contracted with to be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall be required to take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project. Nothing within this paragraph shall be construed to constitute a warranty or guarantee as to the safety of the services the Contractor shall perform or to intimate the existence of a duty for providing indemnification or shared liability on behalf of the County for any actions, inactions or failures of contractors to provide proper safety precautions in the performance of their work.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer, and the Client, shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer and the Client do not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

31. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall be required to provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

32. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

33. Non-Discrimination: Engineer, 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.
34. Compliance With State and Federal Laws: Engineer agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
35. Authority To Execute Agreement: The County of Kendall and Engineer each hereby warrant and represent that their respective signatures set forth in the attached Proposal for Engineering Services 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.
36. Venue: 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.
37. Non-Appropriation: 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 Engineer. In the event of a default due to nonappropriation of funds,

both parties 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.

38. Insurance. Engineer 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 herein. Before starting work hereunder, Engineer shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage

in the minimum amount of \$1,000,000 per occurrence, and \$2,000,000 per aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County shall be named as Additional Insureds 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 and shall be designated as the certificate holders.

39. Certification: Engineer certifies that Engineer, 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 rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).
40. Drug Free Workplace: Engineer and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
41. Prevailing Wage: To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
42. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in WBK or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in WBK or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

43. Employment of Illinois Workers on Public Works Act. If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as “the Act”), Engineer, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Engineer understands that the Act defines (a) “period of excessive unemployment” as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) “Illinois laborer” as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Engineer understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.
44. Engineer agrees to comply with The Davis Bacon Act – 40 U.S. C. 3141 et seq. as may be necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The DavisBacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction project through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Matt Asselmeier

From: Brian Holdiman
Sent: Monday, March 25, 2019 3:24 PM
To: Matt Asselmeier
Cc: Scott Koepfel; Matthew G. Prochaska
Subject: Anderson Tree Farm Inspection
Attachments: SPBZkonica19032515460.pdf

Good Afternoon –

On Wednesday March 20, 2019 I performed a site inspection and had a meeting with Karen Anderson at the Anderson Tree Farm at 508 Route 126 Plainfield.

Items discussed –

1. Seasonal Festival Letter dated August 28, 2013 approving a conditional use on the property. Mrs. Anderson indicated she tried this in 2013 and it was unsuccessful. They have not attempted a seasonal festival again. I did not see a season festival set up on site but should follow up in the fall to confirm.
2. Gun Range. Mrs. Anderson held a conceal carry class on site in May of 2018. They were notified that they could not hold classes there or allow any public shooting for compensation. She claims the last time anyone fired a gun on site was May 19, 2018. I did not see any gun range set up on site.
3. Landscape Business. Mrs. Anderson explained they sell trees on site and in conjunction with that permitted use they do deliver the trees and mulch to a site and provide the installation. She claims they only sell product grown on site. I did not witness any bulk product for sale.
4. Truck storage lot. I noticed a gravel parking area on site with several vehicles that appeared to be parked without being occupied. I speculated that they may be using the area as a truck stop or rest area with overnight parking. When I questioned Mrs. Anderson she said that that has happened on occasion but she would cease that operation completely as it is not part of their primary business.
5. Banquet Facility. When I met with Mrs. Anderson our meeting was held in a large post frame building that had a kitchen area. The building was permitted under the Ag Exemption a few years ago. Mrs. Anderson explained that they do hold one public charity event annually in the space along with a few family or friend type events throughout the year. They do have a food handling permit from the Kendall County Health Department.
6. Viking Blvd Storm Water Issue. On August 20, 2018 there was a water back up at the dead end of Viking Blvd where it enters the Anderson property. Mrs. Anderson indicated that they have not performed any work in that area other than top off an existing private road with some asphalt shavings. There is a picture attached of this flooding. I am not qualified to determine if this is a violation of the stormwater ordinance. Joe Clark who is the neighbor being impacted by the water is willing to attend a meeting to explain his observations. He has also been in contact with Na-Au-Say Township Highway Commissioner Ken Hostert who has also inspected the site and may be able to provide additional information.

In summary much of the information provided at the meeting is in contradiction to this website:

<https://www.visitandersonreefarm.com/>

I have attached a few photos and supporting information. In my opinion if PBZ wants to move forward citing the Anderson's with an ordinance violation we should request the States Attorney's Office provide direction of what evidence needs to be gathered.

Respectfully,

Brian Holdiman

Code Official - The County of Kendall - Planning, Building & Zoning -111 West Fox Street room 203 Yorkville IL 60560
Office: (630) 553-4134 Cell: (630) 774-1161 Fax: (630) 553-4179



PLANNING, BUILDING & ZONING DEPARTMENT

111 WEST FOX STREET - ROOM 316 YORKVILLE, ILLINOIS 60560-1498

630/553-4141 • FAX 630/553-4179

August 28, 2013

Jeff & Karen Anderson
508 West Route 126
Plainfield, IL 60544

RE: *A-1 Conditional Use to operate a Seasonal Festival (PIN # 06-13-176-003)*

Petition #13-22

To Whom It May Concern:

This letter serves as a copy of the approved Agricultural Conditional Use to operate a seasonal festival for property located at the southwest corner of Route 126 and Ridge Road in Na Au Say Township, commonly known as 508 West Route 126, Plainfield. The seasonal festival must meet the following conditions and a signed affidavit was submitted saying you will follow these conditions:

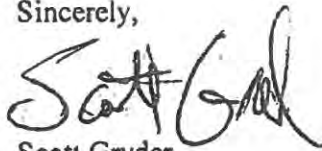
- i. Adequate parking on site shall be provided in such a way that no on-street parking is necessary
- ii. Event areas, stands, booths, parking and other uses and facilities appurtenant to the site shall not be located within 150 feet of a residential district, or residential structure located off the subject zoning lot unless written consent from the effected residents is provided to the Planning, Building and Zoning Office
- iii. The operator shall have adequate waste receptacles and toilet facilities on site as determined in writing from the Department of Health and Human Services
- iv. No alcohol shall be sold on the premises
- v. Petting Zoos shall provide adequate hand sanitation devices as determined by the Department of Health and Human Services
- vi. All food prepared or sold on site shall comply with the Department of Health and Human Services requirements.
- vii. Noise levels generated from non-agricultural sources shall not exceed 60 dBA as measured at the nearest occupied residential structure on an adjoining property
- viii. The operator shall provide adequate crowd control and parking direction as reasonably determined by the Kendall County Sheriff's Office.
- ix. No event activity shall start earlier than 9:00 A.M. any day of the week, and shall end no later than 10:00pm, Monday thru Wednesday and no later than 11:30pm Thursday thru Sunday
- x. Events shall be permitted once a year unless otherwise approved by the PBZ Committee
- xi. Seasonal Festivals shall be permitted up to, but not exceed, ninety (90) consecutive days in length in one calendar year

- xii. Accessory uses including but not limited to temporary vendors engaged in the sale of ancillary items not produced on site but which are related to products produced on site or associated with the season shall be permitted during the duration of the Seasonal Festival subject to the review and approval of the Zoning Administrator.
- xiii. All signage shall comply with Section 12.00 of the Zoning Ordinance
- xiv. All proposed lighting shall be non-obtrusive onto adjoining properties and should not exceed 0.2 foot-candles at any property line
- xv. Any Seasonal Festival which cannot meet these standards may still be permitted if approved as a Special Use. An applicant seeking an approval of the conditional use shall submit an application to be acted upon by the Zoning Administrator. The Zoning Administrator may, at his or her discretion, refer the request to the Planning, Building and Zoning Committee of the County Board for recommendation prior to taking action. In addition, the petitioner may appeal the decision of the Zoning Administrator in the review of a Conditional Use for a Seasonal Festival to the PBZ Committee. In such instances the PBZ Committee shall be the final authority in deciding upon such requests.

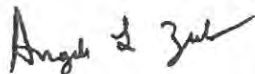
This conditional use is valid for 90 days, if you'd like to operate longer than 90 days a special use shall be applied for and approved.

Should you have any questions or concerns about this matter, please feel free to contact me at (630) 553-4139.

Sincerely,



Scott Gryder
PBZ Chairman/ Zoning Administrator



Angela L. Zubko
Senior Planner/ Zoning Administrator Deputy

CC: Brian Holdiman, Code Inspector
Aaron Rybski, Director of Environmental Health

NORWEGIAN
FISH DINNER
MARCH 30 3:30 TO 6:30
815 2136 2140

03/20/2019 10:09



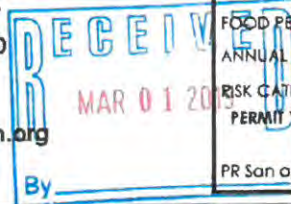


03/20/2019 10:09

KENDALL COUNTY HEALTH DEPARTMENT



811 W JOHN STREET
YORKVILLE, IL 60560
PH: 630.553.8026
FX: 630.553.9603
www.kendallhealth.org



FOR OFFICE USE ONLY		
FOOD PERMIT # _____	INVOICE# <u>14294</u>	DATE ISSUED _____
ANNUAL FEE \$ _____	PAYMENT REC'D \$ <u>500</u>	<input type="checkbox"/> CASH <input type="checkbox"/> CREDIT <input type="checkbox"/> CHECK# _____
RISK CATEGORY: <input type="checkbox"/> LOW <input type="checkbox"/> MED <input type="checkbox"/> HIGH	EST. TYPE: <u>17536</u>	
PERMIT YEAR APRIL 1 ST TO MARCH 31 ST — AFTER OCTOBER 1 ST , FEES WILL BE PRORATED		
FOR NEW ESTABLISHMENTS		
PR San approval: _____	Assigned to: _____	Opening Date: _____

FOOD HANDLING PERMIT APPLICATION

TYPE OF PERMIT: NEW ESTABLISHMENT ANNUAL RENEWAL CHANGE OF OWNERSHIP DATA CHANGE ONLY
 TYPE OF OWNERSHIP: INDIVIDUAL PARTNERSHIP CORPORATION/LLC FRANCHISEE CHARITABLE*

ESTABLISHMENT NAME: Anderson tree farm
(as it would appear on the business sign)

STREET ADDRESS: 508 W. Rte 126 CITY/ZIP: Plainfield 60544

PHONE: 815 436-2140 E-MAIL: andersontreefarm@sbcglobal.net

ESTABLISHMENT OWNER'S NAME: Karen Anderson PHONE: 815-436-2140

OWNER'S ADDRESS: _____ CITY/ZIP: Plainfield 60544
(other than the establishment address)

PROPERTY OWNER'S NAME: Karen Anderson PHONE: 815-436-2140

MAILING ADDRESS: 508 W. Rte 126 CITY/ZIP: Plainfield, 60544

▶▶ BILLING PREFERENCE: ESTABLISHMENT OWNER OTHER (provided below):

HIGH AND MEDIUM RISK ESTABLISHMENTS ARE REQUIRED TO HAVE AT LEAST ONE EMPLOYEE, IN A SUPERVISORY OR MANAGEMENT CAPACITY, THAT HAS COMPLETED AN ANSI-APPROVED CERTIFIED FOOD PROTECTION MANAGER (CFPM) COURSE.

THIS INDIVIDUAL MUST HAVE A VALID CERTIFICATE MAINTAINED ON-SITE.

CFPM: ~~21473384~~ Karen Anderson ID# 21473384 EXP. 6/4/23

CFPM: _____ ID# _____ EXP. _____

DAYS AND HOURS OF OPERATION: Sun-Sat 7-7

IF SEASONAL, LIST MONTHS OF OPERATION: _____

SEATING CAPACITY: _____ # of RETAIL CHECKOUT LANES: _____

WATER SUPPLY: PRIVATE PUBLIC SEWER: PRIVATE PUBLIC

OWNER CERTIFIES THAT THE ABOVE INFORMATION IS ACCURATE AND IS HE/SHE IS FAMILIAR WITH THE PROVISIONS OF THE KENDALL COUNTY FOOD PROTECTION ORDINANCE AND WILL OPERATE THE FOOD ESTABLISHMENT IN COMPLIANCE WITH SAID PROVISIONS. ALL PERMITS WILL BE MAILED DIRECTLY TO THE FOOD ESTABLISHMENT ADDRESS LISTED ABOVE. PERMITS SHALL BE POSTED IN PUBLIC VIEW.

OWNER'S SIGNATURE [Signature] (OR HIS/HER REPRESENTATIVE - I, [Name], hereby accept as a signature)

DATE 2/27/14

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED
 THE PERMIT IS NOT TRANSFERABLE TO ANOTHER OWNER OR LOCATION. THE FEE IS NON-REFUNDABLE.
 *VALID NOT-FOR-PROFIT 501(c)(3) DOCUMENTATION MUST BE ON FILE IN ORDER FOR 50% FEE REDUCTION TO BE APPLIED.

Food Establishment Inspection Report

Kendall County Health Department 630-553-6026 811 W John Street, Yorkville, IL 60560 www.kendallhealth.org Fax: 630-553-9603		Establishment: <i>Anderson Tree farm</i>	Address: 508 W. Rte 126
Permit Holder: <i>Karen Anderson</i>	Risk Category: <i>M1</i>	Insp. Type: <i>Routine</i>	
Permit #: <i>293</i>	City:	Risk: <input checked="" type="checkbox"/> Verified <input type="checkbox"/> change required	Water: <input checked="" type="checkbox"/> Public / Private
Waste: <input checked="" type="checkbox"/> Public / Private			

Number of Risk Factor/Intervention Violations: <i>0</i>		Number of REPEAT Risk Factor/Intervention Violations:	
IN = in compliance OUT = not in compliance	NO = not observed NA = not applicable	X = not in compliance COS = corrected on site	R = repeat violation
Items marked are in violation of the Kendall County Food Protection Ordinance. Items shall be corrected in the time frame indicated on the inspection report. Failure to comply may result in permit suspension, revocation, and/or further legal action.			

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS			
Compliance status (mark status of each)		COS	R
Supervision			
1	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT		
Person in charge present, demonstrates knowledge, and performs duties			
2	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA		
Certified Food Protection Manager (CFPM)			
Employee Health			
3	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT		
Management, food employee and conditional employee knowledge, responsibilities, reporting			
4	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT		
Proper use of restriction and exclusion			
5	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT		
Procedures for responding to vomit/diarrheal events			
Good Hygienic Practices			
6	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NO		
Proper eating, tasting, drinking, or tobacco use			
7	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NO		
No discharge from eyes, nose, and mouth			
Preventing Contamination by Hands			
8	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NO		
Hands clean and properly washed			
9	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA <input type="checkbox"/> NO		
No bare hand contact with RTE food, or a pre-approved alternative procedure properly allowed			
10	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT		
Adequate hand washing sinks properly supplied, accessible			
Approved Source			
11	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT		
Food obtained from approved source			
12	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA <input type="checkbox"/> NO		
Food received at proper temperatures			
13	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT		
Food in good condition, safe, unadulterated			
14	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA <input type="checkbox"/> NO		
Required records available; shell stock tags, parasite destruction			
Risk factors are important practices or procedures identified as the most prevalent contributing factors of food borne illness or injury. Public health interventions are control measures to prevent food borne illness or injury.			

Compliance Status (mark status of each)		COS	R
Protection from Contamination			
15	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA <input type="checkbox"/> NO		
Food separated and protected			
16	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA		
Food-contact surfaces: cleaned and sanitized			
17	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT		
Proper disposition of returned, previously served, reconditioned and unsafe food			
Time/Temperature Control for Safety (TCS)			
18	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA <input type="checkbox"/> NO		
Proper cooking time and temperatures			
19	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA <input type="checkbox"/> NO		
Proper reheating procedures for hot holding			
20	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA <input type="checkbox"/> NO		
Proper cooling time and temperatures			
21	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA <input type="checkbox"/> NO		
Proper hot holding temperatures			
22	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA <input type="checkbox"/> NO		
Proper cold holding temperatures			
23	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA <input type="checkbox"/> NO		
Proper date marking and disposition			
24	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA <input type="checkbox"/> NO		
Time as public health control; procedures and records			
Consumer Advisory			
25	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA		
Consumer advisory provided for raw/undercooked foods			
Highly Susceptible Populations			
26	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA		
Pasteurized foods used; prohibited foods not offered			
Food/Color Additives and Toxic Substances			
27	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA		
Food additives: approved and properly used			
28	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA		
Toxic substances properly identified, used, and stored			
Conformance with Approved Procedures			
29	<input checked="" type="checkbox"/> IN <input type="checkbox"/> OUT <input type="checkbox"/> NA		
Compliance with variance/specialized process/HACCP			

Temperature Observations - degrees F - Item/Location		Sanitizer	
<i>RTC 39°</i>		Wiping Cloths	
<i>Tree meat 39°</i>		3 compartment sink	<i>N/A</i>
<i>Milk 39°</i>		Dish machine	
		Other	

GOOD RETAIL PRACTICES			
Mark those NOT in compliance		COS	R
Safe Food and Water			
30	Pasteurized eggs used where required		
31	Water and ice from approved source		
32	Variance obtained for specialized processing methods		
Food Temperature Control			
33	Proper cooling methods used; adequate equipment for temp. control		
34	Plant food properly cooked for hot holding		
35	Approved thawing methods used		
36	Thermometers provided and accurate		
Food Identification			
37	Food properly labeled; original container		
Prevention of Food Contamination			
38	Insects, rodents, and animals not present		
39	Contamination prevented during food prep, storage, and display		
40	Personal cleanliness		
41	Wiping cloths: properly used and stored		
42	Washing fruits and vegetables		
Good retail practices are preventative measures to control the addition of pathogens, chemicals, and physical objects into foods.			
Proper Use of Utensils			
43	In-use utensils: properly stored		
44	Utensils, equipment and linens, properly stored, dried, and handled		
45	Single-use/single-service articles: properly stored and used		
46	Gloves used properly		
Utensils, Equipment, and Vending			
47	Food and non-food contact surfaces cleanable, designed, constructed and used		
48	Ware washing facility: installed, maintained, used, test strips avail.		
49	Non-food contact surfaces clean		
Physical Facilities			
50	Hot and cold water available; adequate pressure		
51	Plumbing installed; proper backflow devices		
52	Sewage and waste water properly disposed		
53	Toilet facilities: properly constructed, supplied and clean		
54	Garbage and refuse properly disposed of; facilities maintained		
55	Physical facilities installed, maintained, and clean		
56	Adequate ventilation and lighted, designed areas used		
Employee Training			
57	All food employees have food handler training		
58	Allergen training as required		

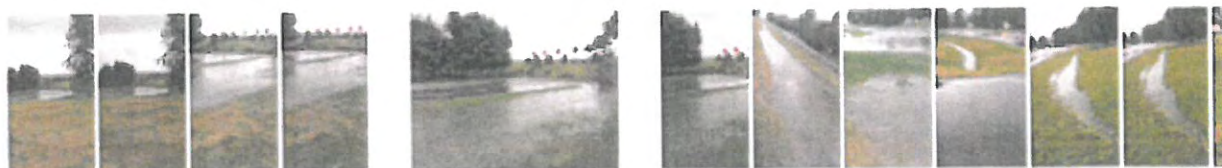
Inspection Comments: <i>No violations at time of inspection</i>	CFPM <i>Karen Anderson 06/2018</i>
HACCP: <i>Handwritten notes</i>	

PIC (Sign): <i>[Signature]</i>	Print: <i>Karen Anderson</i>	Time In: <i>3:00</i>	Date: <i>7/13/18</i>
Inspector: <i>[Signature]</i>	Phone: 630-553-	Time Out: <i>4:15</i>	Follow-Up Date:



August 20, 2018

6:37 PM




ANDERSON TREE FARM

(default.html)

 **815-436-2140 (tel:+18154362140)**

**508 W. Route 126
Plainfield, IL 60544**

 **DIRECTIONS (contact.html)**



ANDERSON TREE FARM

(default.html)

☎ **815-436-2140 (tel:+18154362140)**

508 W. Route 126
Plainfield, IL 60544

📍 DIRECTIONS (contact.html)



Full Landscape Services- Trees, Mulch, Brick Pavers - Delivery, Installation & Maintenance Services

Year Round Country Fun at Anderson Tree Farm "Come Back Home To the Country"

Anderson Tree Farm is a working farm which provides all types of **trees (trees.html)**, full landscaping services, **vegetable (veg.html)** & produce and wants you to enjoy the widest variety of farm **animals (photos.html)** you can see & enjoy up close, this side of the Zoo!

☎ **815-436-2140 (tel:+18154362140)** for quality, friendly country service in:

- Evergreen Trees - Many varieties for many uses - cut or dug B&B
 - Trees for cutting are \$9/foot (all include shaking and baling)
 - Trees in the field are:
 - Douglas fir
 - Colorado spruce
 - white pine
 - balsam fir
 - Norway spruce
 - Precut Fraser fir from North Carolina are \$65 to \$100
 - handmade wreaths and roping
- Full Landscape Services- Trees, Mulch, Brick Pavers - Delivery, Installation & Maintenance Services
- Spring vegetable flats and Summer produce sales - fresh eggs year round!
- **Party Room (party.html)** Rental for any occasion - Banquet Facilities (BYO or your caterer) - Indoor Fire Pit!
- Christmas season trees - you cut or just pick up - many varieties and sizes!
- Fall hayrides for groups of any kind
- Firewood

We will work with you to provide your landscaping and tree nursery needs while being ready to host your next party or special occasion in a most unique setting!

RIVER BIRCH

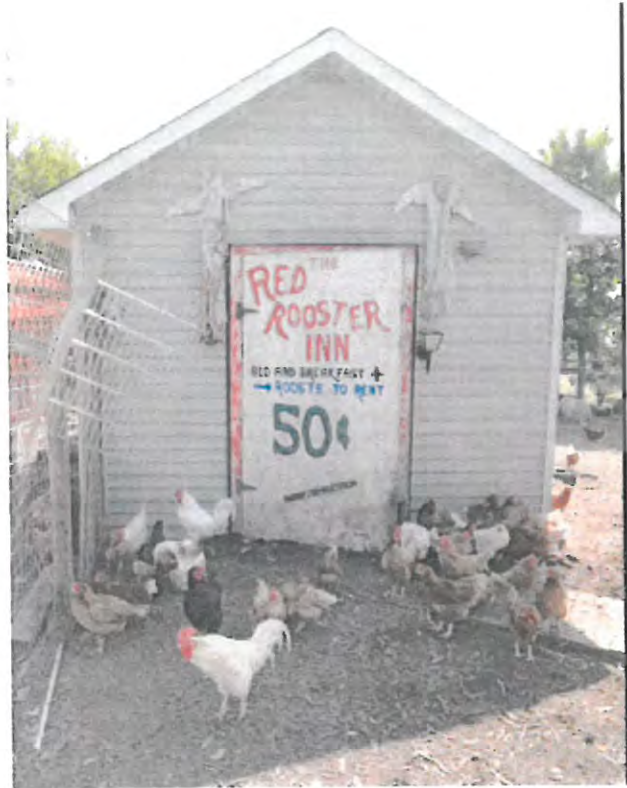
WHITE BIRCH

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ANDERSON TREE FARM

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☎ **815-436-2140 (tel:+18154362140)**

508 W. Route 126
Plainfield, IL 60544

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Christmas Trees - Evergreens Direct From The Farm!

Come out and join the fun....cut your own tree or buy one already fresh cut!
Shake & wrap provide along with FREE Hot Chocolate & Popcorn!

Many evergreen varieties and sizes are available to suit your desires. Double your results with a pre-dug tree, balled and burlapped for Christmas display and then planted for years of enjoyment.

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SPECIAL - 50% OFF - 1 YEAR WARRANTY - EVERGREENS \$18/FT

Deciduous trees for many applications:

- White Birch
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- Many Varieties
- Special Sourcing Locally Grown
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**Full Landscape Services -
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Combining all-season experience with home-grown products and knowledgeable service allows Anderson Tree Farm to deliver and install trees, mulch, brick pavers for patios, retaining walls...everything your landscape project needs! Free Estimates on Paver Projects.



Mulch Delivered & Installed - \$65/yard
Spring & Fall Cleanups/Lawn Cuttings
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Plainfield, IL 60544**

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A Most Unique Venue For Parties

Call ahead to reserve our party room "The Lodge" right here on the farm.

For scout outings, reunions, weddings, birthday parties, poker nights or any gathering you might think of, our party room, with huge indoor fire pit and banqueting facilities will create the special touch that makes your event more memorable.

Bring your own setups, drinks and food or have a caterer deliver right to the farm to enjoy your special outing. "The Lodge" is available year round whether you plan on a long, lazy summer evening or really want to bundle together by a huge indoor fire pit for games and feasting into the night.

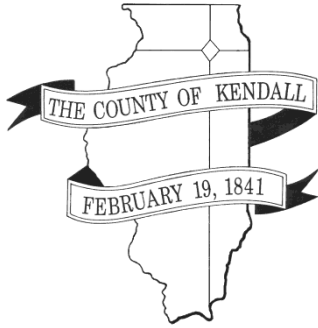
Come out for our special Halloween events - hayrides and all!



Anderson Tree Farm

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DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: Kendall County Planning, Building & Zoning Committee
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: March 27, 2019
Re: Zoning Ordinance Consolidation Memo

On October 16, 2018, the Kendall County Board approved a contract with Teska Associates, Inc. for their services to merge the Kendall County Zoning Ordinance into one searchable document and correcting typographical and citation errors. Section F of this contract required the estimated completion date of the project to be March 29, 2019. A copy of the agreement is attached.

On March 26, 2019, Mike Hoffman from Teska Associates, Inc. submitted the attached email requesting a three (3) month extension on the project completion.

If you have any questions, please let me know.

MHA

ENC: Signed Agreement with Teska Associates, Inc.
March 26, 2019 Email from Mike Hoffman

16AM 18-29

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

This AGREEMENT made and entered into this 16 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.

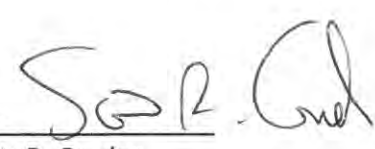
IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement on the date and year first above written.

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: 10/16/18

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.

Matt Asselmeier

From: Michael Hoffman <MHoffman@TeskaAssociates.com>
Sent: Tuesday, March 26, 2019 6:53 AM
To: Matt Asselmeier
Cc: Scott Koepfel; Matthew G. Prochaska
Subject: RE: Zoning Citation Question
Attachments: image001.png

Yes, will need an extension. Thanks for noticing that. Will have the draft done in 2 weeks, suggest a 2 to 3 month extension to allow time for review and edits

Mike

Sent from my Verizon Motorola Smartphone

On Mar 25, 2019 11:24 AM, Matt Asselmeier <masselmeier@co.kendall.il.us> wrote:
Mike:

Any update on this project?

Per the contract, the project was supposed to be finished March 29th. Will an extension be required?

Thanks,

Matthew H. Asselmeier, AICP
Senior Planner
Kendall County Planning, Building & Zoning
111 West Fox Street
Yorkville, IL 60560-1498
PH: 630-553-4139
Fax: 630-553-4179

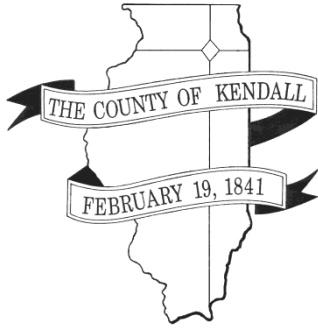
From: Michael Hoffman [mailto:MHoffman@TeskaAssociates.com]
Sent: Monday, February 25, 2019 12:05 PM
To: Matt Asselmeier <masselmeier@co.kendall.il.us>
Subject: RE: Zoning Citation Question

Matt:

I feel awful, and I know this isn't what you want to hear or deserve, but I'm still not done with the Zoning Ordinance update. I had a last minute crisis with another project last week, and unfortunately have to be out of town most of this week. I'm afraid it is looking more like the middle of March at this point – let's say March 15 (will try my best to get it done before that).

Again, really sorry....I had an Associate do some of the work to get the basics done, but I really need to go through it in detail myself given my knowledge of the County and the ordinance history – so I'm definitely the hold-up on this.

Mike Hoffman, AICP, PLA
Vice President



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: Kendall County Planning, Building & Zoning Committee
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: March 27, 2019
Re: 45 Cheyenne Court

In 2008, the Kendall County Planning, Building and Zoning Department issued a remodeling permit for the house at 45 Cheyenne Court.

Due to the economic downturn, the owner of the property was unable to complete the re-siding of the property.

At the November 2018 Planning, Building and Zoning Committee meeting, the owner agreed to provide the Committee with an update in April 2019.

Ed Westerdahl submitted an email on March 23, 2019, regarding this property; his email is attached.

Two (2) pictures of the property taken March 25, 2019, are also attached. Based on these pictures, little, if any, work occurred at the property since November 2018.

If you have any questions, please let me know.

Thanks,

MHA

ENCs: March 23, 2019 Email from Ed Westerdahl
March 25, 2019 Picture 1
March 25, 2019 Picture 2

Matt Asselmeier

From: Edward Westerdahl, <[REDACTED]>
Sent: Saturday, March 23, 2019 10:07 AM
To: Robert Davidson; Matt Asselmeier; Brian Holdiman; Judy Gilmour; Lynn Cullick; Scott R. Gryder
Subject: Building Permit 04-2008-211

As we now approach 11 full years since the start date of this project , I am overwhelmed by the level of disregard this situation has created . After all the empty promises , extensions , and delays it is obvious that my county board , entrusted with execution of simple ordinances , is simply incompetent . I am ashamed at the disrespect the PBZ Board has endured . For elected representatives of the voters to fail to perform is indicative of another ineffective layer of government . I have only to shoulder part of the blame for this condition to persist . After all . I voted for most of you . That is not likely to happen again . Ed Westerdahl .

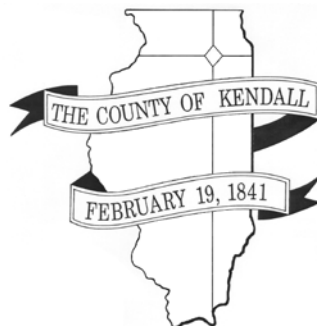
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A PROCLAMATION
Declaring Historic Preservation Month in Kendall County, Illinois



WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, “*This Place Matters*” is the theme for National Preservation Month 2019, cosponsored by Kendall County and the National Trust for Historic Preservation.

THEREFORE, the Board of Kendall County do proclaim May as National Preservation Month, and call upon the people of Kendall County to join their fellow citizens across the United States in recognizing and participating in this special observance.

ADOPTED BY THE COUNTY BOARD THIS 7TH DAY OF May, 2019.

Attest:

Scott R. Gryder
County Board Chairman

Debbie Gillette
County Clerk

Matt Asselmeier

From: Peter Wallers <pwallers@eeiweb.com>
Sent: Tuesday, March 26, 2019 8:23 AM
To: Peter Wallers
Cc: Peter Wallers
Subject: Drinking Water 1-2-3 Academy launched + 4/17 tix going fast!

Information from MPC for the upcoming Drinking Water Academy.

Tickets going fast! Get yours today.

Join fellow elected officials, community leaders, municipal managers, finance directors, planners, and public works and water professionals to ensure your community is staying ahead of the curve.

Registration is now open for our 2019 Drinking Water 1-2-3 Academy regional events, and **IEPA Drinking Water Operator Recertification Credits are offered (4 CEU)**. For more information, visit metroplanning.org/academy.

Our first event is April 17 and we've confirmed **Joliet's Mayor Bob O'Dekirk** to give the keynote. Don't miss out on this opportunity to hear from regional leaders who are working hard to improve their communities water systems.

Wednesday, April 17, 2019

8 a.m. to noon @ Joliet Junior College

Held in partnership with the Will County Governmental League. Key event topics will include water conservation, public education and engagement, and demand forecasting.

Register for Joliet here.

Premier Sponsor



Tuesday, June 4, 2019

8 a.m. to noon @ Orland Park Civic Center

Held in partnership with the Southwest Conference of Mayors. Key event topics will include cost savings through service sharing and joint procurement, water loss control management, and demand forecasting.

Register for Orland Park here.

Tuesday, July 23, 2019

8 a.m. to noon @ The Centre of Elgin

Held in partnership with the Northwest Water Planning Alliance. Key event topics will include demand management, conservation pricing, and sensible salting.

Register for Elgin here.

Premier Sponsor



Thursday, September 12, 2019

8 a.m. to noon @ Barrington Park District

Held in partnership with the Barrington Area Council of Governments. Key event topics will include how to incorporate water supply management needs and goals

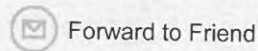
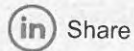
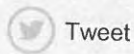
into community comprehensive plans, and demand forecasting.

Register for Barrington here.

Partner Sponsor



The cost to attend an event is \$20. Discounts are available for attending multiple events, as well as for group registrations. Breakfast and light refreshments will be provided during each event.



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You are receiving this email because you've expressed interest in MPC and our work to address drinking water needs in Northeastern Illinois. You may update your preferences or unsubscribe at any time.

Our mailing address is:

Metropolitan Planning Council
140 S Dearborn St
Suite 1400
Chicago, IL 60603

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Peter G. Wallers, P.E., CFM

NWPA Technical Advisory Committee Chair

(630) 466-6721

pwallers@eeiweb.com

www.nwpa.us

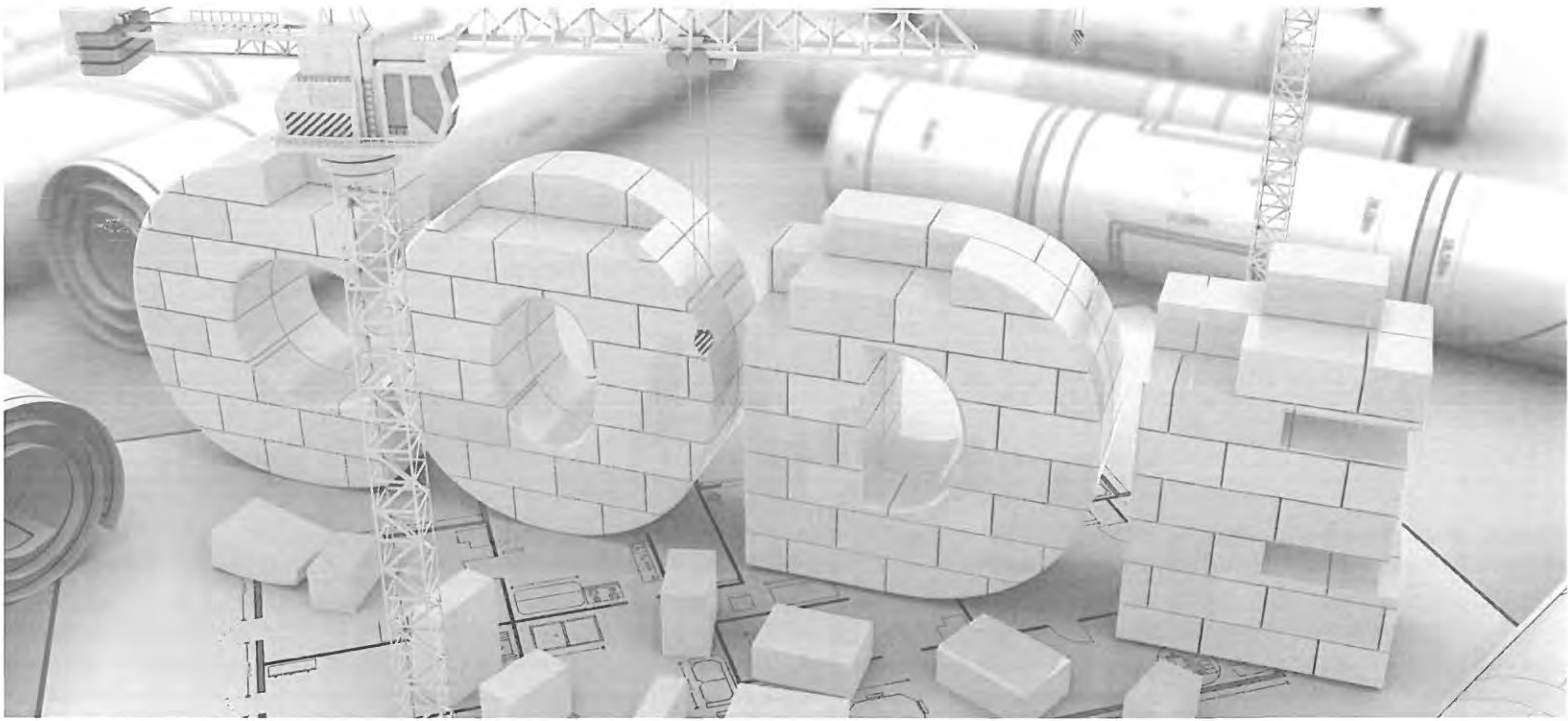
Matt Asselmeier

From: Dee Weinert <DWeinert@yorkville.il.us>
Sent: Wednesday, March 27, 2019 10:48 AM
To: tsesol (tsesol@comcast.net); tcbuilders@gmail.com; Tim Greyer (timgreyer@comcast.net); paul_s_wasylyszyn@homedepot.com; 'mccuebuilders@mccuebuilders.com'; Monica Shrader; Johnson, Michael (micjohns@nvrinc.com); 'melissa@mbhomes.com'; Midwestern Concrete Matt Christenson (matt@midwesternconcrete.com); Sean Michels; Michael J. Torrence (MTorrence@bkfire.org); 'mike.mann@boombah.com'; Matt Asselmeier; Brian Holdiman; 'drweiss@drhorton.com'; 'david.westendorf@pulte.com'; dctcon@yahoo.com; 'afsalgado@drhorton.com'; 'amaggio@cleanedgeconstruction.com'; 'Aladdin Nassar <aladdin@mbhomes.com> (aladdin@mbhomes.com)'; Abel Marin (marinbrothersinc@gmail.com); Emanuel, James (jemanuel@nvrinc.com); Comex Construction Co. (comex.construction@sbcglobal.net); 'cconcrete4@aol.com'; Comex Construction (comexco@comexcc.com); chris ciesla (chrisciesla@yahoo.com); Gary Neyer; George Prack (george@uplandconcrete.com); 'gjmarker@markerinc.com'; 'shlach@khov.com'; billmccue5@gmail.com; 'eric.kravitz@sunrun.com'; Howie Knoebel (howiek@coxconstructionllc.com) (howiek@coxconstructionllc.com); 'Richard Deuter (rich.deuter@lennar.com)'; 'rwilt@khov.com'; Patrick Winninger
Cc: Krysti Barksdale-Noble; Peter Ratos; Robert Creadeur; Gina Hastings; Jason Engberg
Subject: 2018 Building Code Update
Attachments: Adoption Newsletter.pdf

Good Morning,
The City of Yorkville is in the process of adopting the 2018 International Building Codes.
Please see attached.

Dee Weinert
Administrative Assistant
Community Development
United City of Yorkville
800 Game Farm Rd
Yorkville, IL 60560
P. 630-553-8545
F. 630-553-7264

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This email was Malware checked by UTM 9. <http://www.sophos.com>



2018 BUILDING CODE ADOPTION PROCESS

ADOPTION PROCESS

The Building Safety & Zoning Division intends to recommend the adoption of the 2018 edition of the International Code Council (ICC) series of codes.

- 2018 International Building Code (IBC)
- 2018 International Residential Code (IRC)
- 2018 International Mechanical Code (IMC)
- 2018 International Property Maintenance Code
- 2018 International Fire Code (IFC)
- 2018 International Energy Code (IEC)
- 2018 International Fuel Gas Code (IFGC)
- 2018 International Existing Building Code (EBC)
- Illinois State Accessibility Code
- 2014 State Plumbing Code
- 2018 Pool & Spa Code


WHAT TO EXPECT


The policy review process will include a series of meetings conducted by various committees and commissions with public engagement throughout. The schedule can be found on the City's website, an Open House will be scheduled in June or July to present the proposed codes and amendments to the public. **Plan to attend!**




PUBLIC FEEDBACK

You are encouraged to propose changes and provide feedback. Proposals, comments and written questions will be accepted up to August 23, 2019. Proposed changes must have sufficient supporting material to allow for proper technical review and consideration. This may be submitted to:

 **Peter Ratos**
Building Code Official

 pratos@yorkville.il.us

 800 Game Farm Rd
Yorkville, IL 60560

<https://www.yorkville.il.us/692/2018-ICC-Building-Code-Adoption-Process>