

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

Tuesday, April 30, 2019 – 8:00 a.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 April 8, 2019 Meeting (Pages 3-10)

EXPENDITURE REPORT: Review of Expenditures from the Prior Month (Page 11)

PUBLIC COMMENT:

PETITIONS:

1. **19 – 01 – Kendall County Planning, Building and Zoning Committee (Pages 12-29)**
Request: Revocation of a Special Use Permit for a Day Nursery School Granted by Ordinance 1972-15
PINs: 02-16-228-012, 02-16-276-020, and 02-16-276-022
Location: 43 West Street, Bristol Township
Purpose: Petitioners Would Like to Revoke the Subject Special Use Permit; Property is Zoned R-3

2. **19 – 03 – Kendall County Planning, Building and Zoning Committee (Pages 30-43)**
Request: Revocation of a Special Use Permit for a Truck Driver Training School Granted by Ordinance 1996-15 and Amended by Ordinance 1999-35
PIN: 04-22-300-006
Location: 14525 Route 71, Yorkville, Fox Township
Purpose: Petitioners Would Like to Revoke the Subject Special Use Permit; Property is Zoned A-1

3. **19 – 18 – Cindy Harney (Current Owner) and Maria Serrano (Prospective Buyer) (Pages 44-46)**
Request: Transfer of a Conditional Use Permit for an ECHO Housing Unit Granted by Petition 13-18
PIN: 07-07-200-020
Location: 13443 Fennel Road, Big Grove Township
Purpose: Petitioners Would Like to Transfer the Conditional Use Permit from the Current Owner to the Prospective Buyer; Property is Zoned A-1

NEW BUSINESS:

1. Approval of an Intergovernmental Agreement between the Village of Plattville and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Subdivision Control, Comprehensive Plan, and Stormwater Management within the Jurisdiction of the Village of Plattville for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village of Plattville to the County of Kendall (Pages 47-58)
2. Review of Plumbing Inspection Contract Between Kendall County and Randy Erickson, D.B.A. Erickson Construction (Pages 59-74)
3. Discussion of Junk and Debris Ordinance (Pages 75-101)

OLD BUSINESS:

1. Update on 45 Cheyenne Court

REVIEW VIOLATION REPORT (Pages 102-107):

REVIEW NON-VIOLATION COMPLAINT REPORT (Page 108):

REVIEW PERMIT REPORT (Pages 109-114):

REVIEW REVENUE REPORT (Page 115):

CORRESPONDENCE:

1. Letter Regarding Dumping at Newark High School (Page 116-120)
2. June 17, 2019-Illinois Agriculture and Water: Protecting and Controlling a Valuable Resource Flyer (Page 121)
3. Letter to Fran Klaas from Friends of the Fox River (Pages 122-125)

PUBLIC COMMENT:

COMMENTS FROM THE PRESS:

EXECUTIVE SESSION:

1. Review of Minutes of Meetings Lawfully Closed Under the Illinois Open Meetings Act (5 ILCS 120/2(c)(21))

NEW BUSINESS:

1. Approval to Release the Executive Session Minutes of April 30, 2019

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 April 8, 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: Judy Gilmour, Matt Kellogg (Vice-Chairman), John Purcell (arrived at 6:38 p.m. and left at 7:17 p.m.), and Matthew Prochaska (Chairman)

Committee Members Absent: Elizabeth Flowers

Also Present: Matt Asselmeier (Senior Planner), Todd Milliron, Mark Perle, Priscilla Gruber, Greg Petersen, Dan Kramer, David Lombardo, Chris Paluch, Peter Pasteris, Laurie Pasteris, Karen Anderson, and Mike Hoffman

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

Member Gilmour made a motion, seconded by Member Kellogg, to approve the minutes of the March 11, 2019, meeting. With a voice vote of three (3) ayes, the motion carried unanimously.

PUBLIC COMMENT:

Todd Milliron stated that many members of the public at the Zoning Board of Appeals hearing felt that Petition 17-28 had improved since the last time it was heard. Mr. Milliron suggested that a bond requirement should be added to the proposal to cover remediation to a gun range site. He discussed a case involving the Aurora Sportsman's Club.

Mark Perle thanked the Committee for the changes to Petition 17-28. He favors the recommendations of the Zoning Board of Appeals.

Greg Petersen would like the measurement of shooting ranges to be measured from property lines instead of residential dwellings. He would like to see adequate regulations related to roadways so that first responders can access sites. Mr. Petersen expressed concerns about noise at the distances proposed; he favored increasing the one thousand foot (1,000) distance.

Member Purcell arrived at this time (6:38 p.m.).

David Lombardo, President of Aurora Sportsman's Club, summarized the case against the Club by the Illinois Attorney General. The Club completed the requirements imposed by the State.

Priscilla Gruber echoed Mark Perle's comments regarding improvements to the proposal. She requested that the distance from firing lines to homes be measured from lot lines instead of the dwelling. Ms. Gruber discussed the three thousand foot (3,000') requirement in State law regarding noise. She also requested that the forest preserve and State parks exemption be removed if State law already granted the exemption.

Chris Paluch requested that the grandfathering provision should be rewritten as "legal, existing gun ranges". If a gun range has no records of existence, that gun range should not be grandfathered.

PETITIONS

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

Mr. Asselmeier summarized the request. Township review of the proposal ends May 1, 2019.

The Committee reviewed the recommendations of the Zoning Board of Appeals.

1. Bonds for site remediation should be required; specific amounts set by the County Board. Member Kellogg expressed concerns regarding setting a bond and the impact of inflation. The consensus of the Committee was to add this requirement to Section a.
2. In Section b, the National Rifle Association Standards should be the 2012 standards. The consensus of the Committee was to make this change.
3. In Section c, greater clarification of shooting angles in relation to downrange safety areas should be clarified. Members expressed concerns on the method used calculating shooting angles. The consensus of the Committee was not to include this amendment.
4. In final point under Section d.5., the downrange safety area requirement should be modified and not waived if baffling and berming is provided. The consensus of the Committee was to change the requirement to "may" instead of "shall".
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. The difference in measurement exists because the regulation has always been that way. Discussion occurred regarding applying the measurement in rural areas with large parcels and few houses. Proposals will be reviewed on a case-by-case basis based on the neighborhood and layout of the area. The consensus of the Committee was to measure from the property line in cases of residential zoning districts; one thousand feet (1,000') from residentially zoned property.
6. In Section h, the range safety officer should be present during operational hours instead of at all times. The consensus of the Committee was to require a range safety officer be present during operational hours when discharging of firearms is taking place.
7. Any required signs should be bilingual. The consensus of the Committee was not to include this change.
8. The hours of operation should be set by the County Board. However, gun ranges should

not be operational after thirty (30) minutes from sunset.

Member Kellogg did not favor the sunset measurement. Member Purcell did not favor early morning shooting on weekends. Members Gilmour and Kellogg favored letting the County Board determine hours of operation. Discussion occurred regarding the noise regulations in relation to hours of operation. The consensus of the Committee was to keep the noise regulations unchanged and remove the thirty (30) minutes from sunset provision.

9. In Section n, the requirement that berming could be substituted for fencing was deleted. Discussion occurred regarding berming requirements. The consensus of the Committee was to allow fencing to substitute for berming.
10. Typos in Sections v and x were corrected.
The consensus of the Committee was that typos should be corrected.
11. The consensus of the Zoning Board of Appeals was that Section x was not needed.
The consensus of the Committee was to remove this section.

In Section a, two (2) copies of the 2012 NRA Range Source Book should be available in the Planning, Building and Zoning Department. One (1) book would remain in the office and one (1) book could be checked-out by members of the public. The consensus of the Committee was to make this change.

All references to the NRA Range Source Book shall specify the 2012 edition of the NRA Range Source Book. The consensus of the Committee was to make this change.

The exemption granted to the Forest Preserve District and State parks should be removed. The consensus of the Committee was to make this change.

Marijuana will not be allowed in shooting ranges.

Mr. Lombardo discussed the proposed flagpole, flag, and sign dimensions. The consensus of the Committee was to remove the dimensions of flagpoles, flags, and signs in Section i.

Member Kellogg made a motion, seconded by Member Gilmour, to forward the amended proposal to the Committee of the Whole and County Board. The amendments were as follows:

1. All references to the exemption of the Forest Preserve District and State of Illinois lands used for parks shall be removed.
2. In Section a, two (2) copies of the 2012 National Rifle Association Range Source Book shall be kept in the Planning, Building and Zoning Department office. One (1) of these books shall be made available to rent to the public.
3. All references to the National Rifle Association Range Source Book shall specific the 2012 edition of the book.
4. In Section a, a requirement that a bond be established for site remediation with the County Board specifying the amount shall be added.

5. In the last section under Section d.5, the downrange safety area requirement for handgun and rifle may be waived instead of shall be waived.
6. Section f shall read, "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, airstrips, and residentially zoned property.
7. In Section h, the range safety officer must present during operational hours when discharging of firearms is taking place.
8. In Section i, all references to the dimensions of flagpoles, flags, and signs shall be removed.
9. Section x shall be deleted in its entirety.
10. All typographical errors mentioned by Staff shall be remedied.

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

The motion carried. This matter will go to Committee of the Whole on April 11th and the Kendall County Board on May 7th.

NEW BUSINESS

Request from Dan Kramer Regarding Minor Amendments to a Special Use Permit for a Banquet Center at 1998 Johnson Road-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

Mr. Asselmeier read the memo on the subject.

Request from Dan Kramer Regarding Minor Amendments to a Special Use Permit for a Banquet Center at 1998 Johnson Road-Request to Erect the Temporary Tent Prior to May 1st.

Mr. Asselmeier read the memo on the subject.

Mr. Kramer and Member Kellogg provided information on the trailer.

Member Kellogg made a motion, seconded by Member Purcell, to allow the temporary bathroom trailer and not porta-potties to be placed on the property for the season and to allow the tent to be erected on or after April 15th.

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

The motion carried. Mr. Kramer shall submit an application for minor amendment.

Approval of Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2019 NPDES – MS4 Requirements in an Amount of \$1,800 Plus Reimbursable Costs (Costs + 10%)

Mr. Asselmeier read the memo on the subject. The base fee increased from One Thousand Seven Hundred Dollars (\$1,700) to One Thousand Eight Hundred Dollars (\$1,800).

Member Purcell made a motion, seconded by Member Kellogg, to approve the contract as presented.

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

The motion carried. The proposal will go to the County Board on April 16th.

Member Purcell left at this time (7:17 p.m.)

Discussion of Alleged Planning, Building and Zoning Department Related Violations at 508 W. Route 126 (Anderson Tree Farm)

Mr. Asselmeier presented Brian Holdiman's email on the subject.

Karen Anderson explained that they have a fundraising event in February. They no longer have parties even though renting the space is still on the website. The fish dinner was not a charity event. They would need a special use permit for a banquet center if they have events more than one (1) time per year. Mr. Asselmeier will supply Ms. Anderson with a copy of the special use permit application.

Ms. Anderson said that some of the trucks paid to park at the property and some are used for storage.

No shooting has occurred on the property in the last four (4) years . Any shooting that occurred on the property was private shooting.

Approval of Setting a Date and Time for a Second Meeting of the Planning, Building and Zoning Committee in the Month of April 2019

Chairman Prochaska suggested April 30th at 8:00 a.m. The consensus of the Committee was to have the second meeting at the above date and time.

OLD BUSINESS

Request from Teska Associates, Inc. to Extend the Contract for Completing the Zoning Ordinance Project Update from March 29, 2019 until June 28, 2019

Mr. Hoffman stated removing duplicative sections is the only part of the project that remains unfinished. He hoped to finish his review by April 19th. A draft will be provided to the County by the end of April.

Member Kellogg made a motion, seconded by Member Gilmour, to approve the contract amendment as requested.

Yeas (3): Gilmour, Kellogg, and Prochaska
Nays (0): None
Abstain (0): None
Absent (2): Flowers and Purcell

The motion carried. The proposal will go to the County Board on April 16th.

Update on 45 Cheyenne Court

Mr. Asselmeier provided pictures of the property. The property owner has the siding ordered. The property owner will provide the Committee pictures by June 1st and hopes to complete the project August 1st. The consensus of the Committee was to set August 1st as the completion deadline provided that the property owner provides a copy of his siding order by April 30th. If proof is not provided by April 30th, the matter will be on the May 13th Planning, Building and Zoning Committee agenda.

Update on Zoning Violation at 790 Eldamain Road

Mr. Asselmeier provided pictures of the property. The majority of the Committee was to grant the property owner a one (1) month extension.

UPDATE FROM HISTORIC PRESERVATION COMMISSION

Approval of Proclamation Declaring May Historic Preservation Month in Kendall County

Member Kellogg made a motion, seconded by Member Gilmour, to approve the proclamation.

Yeas (3): Gilmour, Kellogg, and Prochaska
Nays (0): None
Abstain (0): None
Absent (2): Flowers and Purcell

The motion carried. The proposal will go to the County Board on May 7th.

CORRESPONDENCE

March 21, 2019 Email from Pete Wallers Regarding Drinking Water 1-2-3 Academy

Mr. Asselmeier read the correspondence.

March 27, 2019 Email from Dee Weinert Regarding United City of Yorkville 2018 Building Code Update

Mr. Asselmeier read the correspondence.

PUBLIC COMMENT

None

COMMENTS FROM THE PRESS:

None

EXECUTIVE SESSION

None

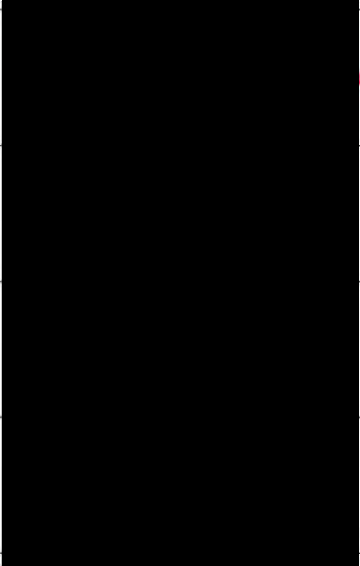
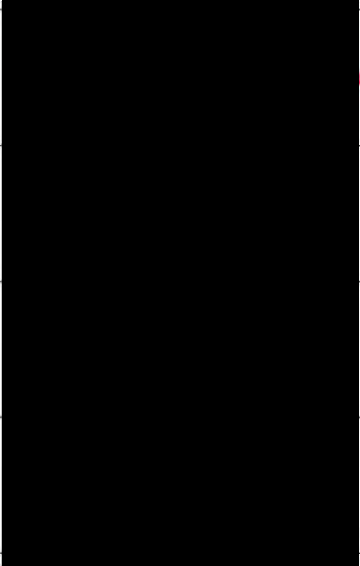
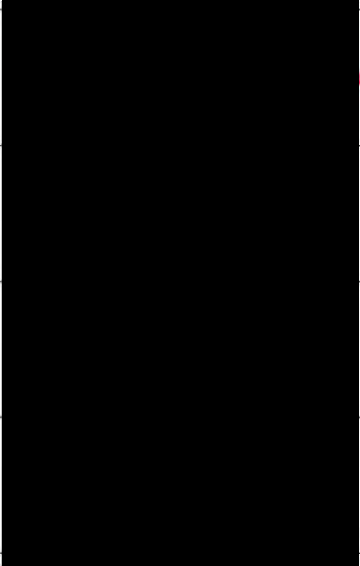
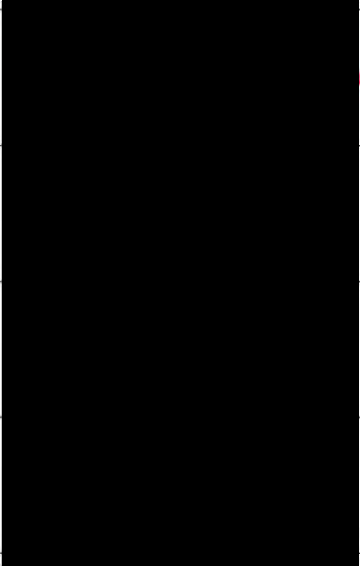
ADJOURNMENT

Motion by Member Gilmour, seconded by Member Kellogg, to adjourn. With a voice vote of three (3) ayes, the motion carried unanimously. Chairman Prochaska adjourned the meeting at 8:09 p.m.

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

**KENDALL COUNTY
PLANNING, BUILDING, & ZONING COMMITTEE
APRIL 8, 2019**

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

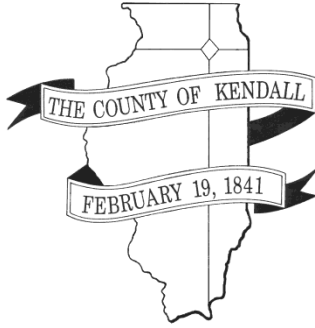
NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
Mark Peole		
Patsella Gruber		
Dan KRAMER		
David Lombardo		
Chris Paluch		
Greg Peterson		

Claims Listing

Kendall County

frmPrctClaim

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
BUILDING AND ZONING							
1	091223 IACZO - KRISTAL DEININGER, TRE MAY 3, 2019		IACZO 2019 ANNUAL DU	03/06/19	01020026203	DUES	10.00 10.00*
2	011918 MATT ASSELMEIER	22719	MATT ASSELMEIER MILE	03/05/19	01020026205	MILEAGE	44.31 44.31*
3	220620 VERIZON	9824596463	CODE OFFICIAL - CELL	03/05/19	01020026207	CELLULAR PHONE	55.68 55.68*
4	012290 AUTOMOTIVE SPECIALTIES INC	23413	EBZ TRUCK TIRE REPAI	03/05/19	01020026217	VEHICLE MAINT/REPAIRS	54.00
5	110531 KENDALL CO HIGHWAY DEPT	MARCH 4, 2019	FEBRUARY 2019 FUEL -	03/05/19	01020026217	VEHICLE MAINT/REPAIRS	38.00 92.00*
6	261005 RANDY ERICKSON	FEBRUARY 2019	FEBRUARY 2019 PLUMBI	03/05/19	01020026361	PLUMBING INSPECTIONS	420.00 420.00*
Total BUILDING AND ZONING							621.99*
ENGINEERING/CONSULTING ESCROW ACCT							
7	30933 WBK ENGINEERING, LLC	20002	FOX METRO EXPANSION	03/05/19	59020000046	FOX METRO WATER REC DIST	225.74 225.74*
8	230933 WBK ENGINEERING, LLC	20003	NICOR - MINOOKA	03/05/19	59020000059	NICOR-AUX SABLE CREEK-CO	194.00 194.00*
Total ENGINEERING/CONSULTING ESCROW							419.74*
GRAND TOTAL							1,041.73**



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition 19-01

Planning, Building and Zoning Committee

43 West Street Bristol

Revocation of Special Use Permit for Day Nursery School

INTRODUCTION AND BACKGROUND

On July 11, 1972, the Kendall County Board granted a special use permit for a Day Nursery School at 43 West Street in Bristol. Restriction 4 of the special use permit stated that the special use permit shall be subject to review every two (2) years.

Since 1972, the subject property was divided into three (3) parcels. The parcel addressed as 43 West Street has a parcel identification number of 02-16-228-012. This property is owned by Jude and Carrie Vickery; the Vickery's submitted an email stating their support for the revocation of the special use permit.

The southwestern parcel, identified by parcel identification number 02-16-276-020 is owned by Bard, William, and Kay Phillips. This parcel was created in 2005. The Phillips family owns the land northwest of the subject property.

The southeastern parcel, identified by parcel identification number 02-16-276-022, is owned by Karen Klatt and her late husband Tom. This parcel was created in 2010 and the Klatts owned the property northeast of the subject property.

Based on the County's databases, no structures exist on the parcel owned by the Phillipses or the Klatts and no demolition permits were issued by Kendall County in the last two years.

The Planning, Building and Zoning Department sent letters to each property owner on August 22, 2018, asking if the property owners desired to keep the special use permit. No response was provided. On November 19, 2018, the Department mailed certified letters to each property owner. The green cards are on file in the Planning, Building and Zoning Department office. Neither the Klatts nor the Phillips responded to the follow-up letter.

At their meeting on December 10, 2018, the Planning, Building, and Zoning Committee voted to initiate the revocation of the special use permit on these properties. The property owners were invited to this meeting, but none of them attended.

The subject properties are zoned R-3. If the special use permit is revoked, the properties will retain their R-3 zoning classification.

On April 1, 2019, the Kendall County Zoning Board of Appeals held a public hearing on this request. Zero (0) members of the public testified in favor or in opposition to the request. The Kendall County Zoning Board of Appeals unanimously approved the following Findings of Fact and recommended approval of the requested revocation. The record of the hearing, with all exhibits, is attached to this memo.

FINDINGS OF FACT

§ 13.08.F of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order recommend in favor of the revocation of special use permits. They are listed below in *italics*. Staff has provided findings in **bold** below based on the recommendation:

*In any case where a special use has not been established within two (2) years from the date of granting thereof, then, the County Board may revoke the special use, or if the special use has been discontinued for a continuous period of two (2) years, the County Board may revoke the special use. **Based on the information stated in Jude Vickery's email of December 10, 2018, the fact that no structures exist on the two parcels created from the original parcel, and the fact that no demolition permits were issued on the subject properties in the last two (2) years, the special use has been discontinued for a***

continuous period of two (2) years.

RECOMMENDATION

Staff recommends approval of the proposed special use permit revocation.

ATTACHMENTS

1. Record of Decision from April 1, 2019 Kendall County Zoning Board of Appeals Hearing

**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 19-01 at 9:11 p.m.

Petition 19-01 – Kendall County Planning, Building, and Zoning Committee

Request: Revocation of a Special Use Permit for a Day Nursery School Granted by Ordinance 1972-15

PINs: 02-16-228-012, 02-16-276-020, and 02-16-276-022

Location: 43 West Street, Bristol Township

Purpose: Petitioners Would Like to Revoke the Subject Special Use Permit; Property is Zoned R-3

Mr. Asselmeier summarized the request.

On July 11, 1972, the Kendall County Board granted a special use permit for a Day Nursery School at 43 West Street in Bristol. Restriction 4 of the special use permit stated that the special use permit shall be subject to review every two (2) years.

Since 1972, the subject property was divided into three (3) parcels. The parcel addressed as 43 West Street has a parcel identification number of 02-16-228-012. This property is owned by Jude and Carrie Vickery; the Vickery's submitted an email stating their support for the revocation of the special use permit.

The southwestern parcel, identified by parcel identification number 02-16-276-020 is owned by Bard, William, and Kay Phillips. This parcel was created in 2005. The Phillips family owns the land northwest of the subject property.

The southeastern parcel, identified by parcel identification number 02-16-276-022, is owned by Karen Klatt and her late husband Tom. This parcel was created in 2010 and the Klatts owned the property northeast of the subject property.

An aerial of the property was provided.

Based on the County's databases, no structures exist on the parcel owned by the Phillipses or the Klatts and no demolition permits were issued by Kendall County in the last two years.

The Planning, Building and Zoning Department sent letters to each property owner on August 22, 2018, asking if the property owners desired to keep the special use permit. No response was provided. On November 19, 2018, the Department mailed certified letters to each property owner. The green cards are on file in the Planning, Building and Zoning Department office. Neither the Klatts nor the Phillips responded to the follow-up letter.

At their meeting on December 10, 2018, the Planning, Building, and Zoning Committee voted to initiate the revocation of the special use permit on these properties. The property owners were invited to this meeting, but none of them attended.

The subject properties are zoned R-3. If the special use permit is revoked, the properties will retain their R-3 zoning classification.

§ 13.08.F of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order recommend in favor of the revocation of special use permits. They are listed below in *italics*. Staff has provided findings in **bold** below based on the recommendation:

*In any case where a special use has not been established within two (2) years from the date of granting thereof, then, the County Board may revoke the special use, or if the special use has been discontinued for a continuous period of two (2) years, the County Board may revoke the special use. **Based on the information stated in Jude Vickery's email of December 10, 2018, the fact that no structures exist on the two parcels created from the original parcel, and the fact that no demolition permits were issued on the subject properties in the last two (2) years, the special use has been discontinued for a continuous period of two (2) years.***

Staff recommends approval of the proposed special use permit revocation.

Chairman Mohr started the public hearing on Petition 19-01 at 9:14 p.m.

No members of the public testified on this request.

Chairman Mohr closed the public hearing on Petition 19-01 at 9:14 p.m.

Member LeCuyer made a motion, seconded by Member Thompson, to approve the Findings of Fact and recommend approval of the revocation.

The votes were as follows:

Ayes (6): Mohr, Cherry, Clementi, LeCuyer, Thompson, and Whitfield
Nays (0): None
Absent (1): Fox

The motion passed. This proposal will go to the Planning, Building and Zoning Committee on April 23, 2019.

The Zoning Board of Appeals completed their review of Petition 19-01 at 9:15 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)

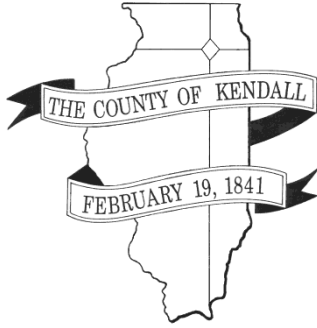
Exhibits

1. Staff Report on Petition 19-01 Dated February 4, 2019.
2. Certificate of Publication and Mailings for Petition 19-01 (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		
Jim 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 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition 19-01

Planning, Building and Zoning Committee

43 West Street Bristol

Revocation of Special Use Permit for Day Nursery School

INTRODUCTION AND BACKGROUND

On July 11, 1972, the Kendall County Board granted a special use permit for a Day Nursery School at 43 West Street in Bristol. Restriction 4 of the special use permit stated that the special use permit shall be subject to review every two (2) years. Ordinance 72-15, which granted the special use permit is included as Attachment 1.

Since 1972, the subject property was divided into three (3) parcels. The parcel addressed as 43 West Street has a parcel identification number of 02-16-228-012. This property is owned by Jude and Carrie Vickery; the Vickery's submitted an email stating their support for the revocation of the special use permit. This email is included as Attachment 2.

The southwestern parcel, identified by parcel identification number 02-16-276-020 is owned by Bard, William, and Kay Phillips. This parcel was created in 2005. The Phillips family owns the land northwest of the subject property.

The southeastern parcel, identified by parcel identification number 02-16-276-022, is owned by Karen Klatt and her late husband Tom. This parcel was created in 2010 and the Klatts owned the property northeast of the subject property.

An aerial of the property is included as Attachment 3.

Based on the County's databases, no structures exist on the parcel owned by the Phillipses or the Klatts and no demolition permits were issued by Kendall County in the last two years.

The Planning, Building and Zoning Department sent letters to each property owner on August 22, 2018, asking if the property owners desired to keep the special use permit. No response was provided. On November 19, 2018, the Department mailed certified letters to each property owner. The green cards are on file in the Planning, Building and Zoning Department office. Neither the Klatts nor the Phillips responded to the follow-up letter.

At their meeting on December 10, 2018, the Planning, Building, and Zoning Committee voted to initiate the revocation of the special use permit on these properties. The property owners were invited to this meeting, but none of them attended.

The subject properties are zoned R-3. If the special use permit is revoked, the properties will retain their R-3 zoning classification.

FINDINGS OF FACT

§ 13.08.F of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order recommend in favor of the revocation of special use permits. They are listed below in *italics*. Staff has provided findings in **bold** below based on the recommendation:

*In any case where a special use has not been established within two (2) years from the date of granting thereof, then, the County Board may revoke the special use, or if the special use has been discontinued for a continuous period of two (2) years, the County Board may revoke the special use. **Based on the information stated in Jude Vickery's email of December 10, 2018, the fact that no structures exist on the two parcels created from the original parcel, and the fact that no demolition permits were issued on the subject properties in the last two (2) years, the special use has been discontinued for a continuous period of two (2) years.***

RECOMMENDATION

Staff recommends approval of the proposed special use permit revocation.

ATTACHMENTS

1. Ordinance 72-15
2. 12-10-18 Vickery Email
3. Aerial

ORDINANCE

72 - 15

02-16-228-012
02-16-276-020
02-16-276-021
02-16-276-019

AMENDING KENDALL COUNTY ZONING ORDINANCE
AS AMENDED

Whereas, Edwin F. Jago and Diane G. Jago did petition the Zoning Board of Appeals of Kendall County for a public hearing in the manner required by law and the ordinances of Kendall County, Illinois for a proposed amendment to the Kendall County Zoning Ordinance adopted May 10, 1960 and

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Whereas, said Zoning Board of Appeals did thereupon publish notice of a hearing on said proposed amendment to said Zoning Ordinance as provided by the Statutes of the State of Illinois, and did then hold a public hearing on said proposed amendment on the 7th day of July, A.D. 1972 on the site described in the petition and at the conclusion of said hearing said Zoning Board of Appeals voted in favor of recommending to the County Board of Kendall County, Illinois that the petition be granted and the Zoning Maps and Ordinance be amended in the manner required by law; and

Whereas, Board member Ernie Zeiter did move that the findings of the Zoning Board of Appeals be accepted and that the property described in said petition be granted a change in classification from "R-3" to "R-3" "Special Use" and upon second by Howard Shoger roll call was taken as follows:

The following voted Aye: Jannette Nesson
Howard Shoger
Charles W. Sleezer
Floyd Sleezer
Myron Wormley
Ernest Zeiter
Robert Cherry
Robert Hacker
James Mann

The following voted Naye: None Ellis Jones was absent.

Now therefore, be it ordained by the County Board of Kendall County, Illinois that the following described property be and it is hereby rezoned from "R-3" to "R-3" "Special Use" for Day Nursery School and that the County Clerk be and she is hereby ordered and directed to change the zoning map, to show the change in zoning classification:

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That part of the Northeast quarter of Section 16, Township 37 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of Lot 2 in Block 1 of Bristol Station: thence West along the North line extended 66 feet to the West line of a road; thence North along said West line 247 feet; thence West at right angles with said road 200 feet for the point of beginning; thence continuing Westerly on same course 150 feet; thence North at right angles to the last described course 123.5 feet; thence Easterly at right angles to the last described course 150 feet; thence Southerly 123.5 feet to the point of beginning, in the Township of Bristol, Kendall County, Illinois,

AND

That part of the Northeast quarter of Section 16, Township 37 North, Range 7 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the center line of West Street with the South line of Hunter Lane as established in Unit No. 1, Heatherfield Subdivision; thence South $7^{\circ} 08' 19''$ West along said center line 150.0 feet; thence North $82^{\circ} 51' 41''$ West 433.0 feet for the point of beginning; thence South $82^{\circ} 51' 41''$ East 433.0 feet to the center line of West Street; thence South $7^{\circ} 08' 19''$ West along said center line 81.0 feet; thence North $82^{\circ} 51' 41''$ West 233.9 feet; thence South $7^{\circ} 08' 19''$ West 78.0 feet; thence North $82^{\circ} 41' 41''$ West 150.0 feet; thence South $7^{\circ} 08' 19''$ West 370.5 feet; thence South $82^{\circ} 51' 41''$ East 222.0 feet; thence South $7^{\circ} 08' 19''$ West 649.24 feet to the Northerly right of way line of the Chicago, Burlington and Quincy Railroad Company; thence South $74^{\circ} 29' 40''$ West along

said Norhterly line 294.72 feet to a point South
7° 08' 19" West from the point of beginning; thence
North 7° 08' 19" East 1292.22 feet to the point of
beginning, in the Township of Bristol, Kendall County,
Illinois.

BE IT FURTHER ORDAINED that the above "Special Use" classification shall
be expressly made subject to the following conditions:

1. That the foregoing "Special Use" shall be subject to further review
of the Zoning Board of Appeals and the County Board upon notice
directed to the owner of the premises herein described and a
proper publication as required by law not less than fifteen days
prior to date of hearing.
2. That all work must be completed as testified before school opens.
3. That an inspection by the County Health and Zoning Officers
be made at the time the facilities are completed.
4. That the "Special Use Permit be subject to review every two years.

Passed: July 11, 1972

James C Mann
Chairman, County Board of
Kendall County, Illinois

Attest: John P. Brady
County Clerk

Matt Asselmeier

From: Jude Vickery [REDACTED]
Sent: Monday, December 10, 2018 7:16 PM
To: Matt Asselmeier
Subject: Special Use Permit for 02-16-228-012

Mr. Asselmeier,

Carrie and I have received the multiple letters sent to inform us of the proceedings regarding removal of the special use permit granted to the original home owners at 43 West St.

We are writing to you today to let you know that we have no intention of interfering with this process and agree that this special use permit should be revoked.

If our permission is all that is required for you to expedite the process on your end, then consider it granted.

Please proceed with any necessary procedures and finalize the process as efficiently as possible to close the permit.





Kindly,

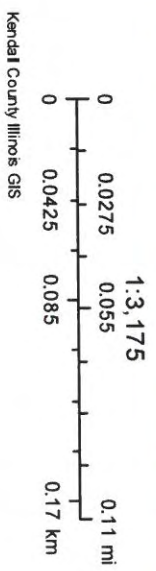
---Jude Vickery

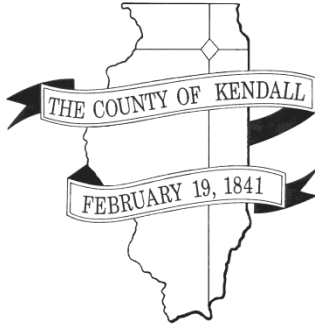
Aerial



December 12, 2018

-  Agricultural
-  Agricultural-Building Permit
-  Agricultural-Special Use
-  Agricultural-Special Use-Planned Unit Development





DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition 19-03

Planning, Building and Zoning Committee

14525 Route 71, Yorkville

Revocation of Special Use Permit for

a Truck Driver Training School

INTRODUCTION AND BACKGROUND

On October 15, 1996, the Kendall County Board granted a special use permit for a truck driver training school at 14525 Route 71, Yorkville. Restriction 12 of the special use permit stated that the special use permit shall be subject to review every two (2) years. On November 16, 1999, the Kendall County Board granted an amendment to the special use permit to add a classroom and office building and a sign to the approved site plan.

The current property owners, Kerry and Susan Fierke, purchased the property in 2006. No advertisements or signage exists noting that the property has a truck driver training school. In addition, based on the aerial, the classroom and office building was not constructed. No building or demolition permits are on file in the Planning, Building and Zoning Department.

The Planning, Building and Zoning Department sent a letter to the property owners on August 22, 2018, asking if the property owners desired to keep the special use permit. No response was provided. On November 19, 2018, the Department mailed a certified letter to the property owners. The green card is on file in the Planning, Building and Zoning Department office. No response was provided to the follow-up letter.

At their meeting on December 10, 2018, the Planning, Building, and Zoning Committee voted to initiate the revocation of the special use permit on this property. The property owners were invited to this meeting, but did not attend.

The subject property is zoned A-1. If the special use permit is revoked, the property will retain its A-1 zoning classification.

On April 1, 2019, the Kendall County Zoning Board of Appeals held a public hearing on this request. Zero (0) members of the public testified in favor or in opposition to the request. The Kendall County Zoning Board of Appeals unanimously approved the following Findings of Fact and recommended approval of the requested revocation. The record of the hearing, with all exhibits, is attached to this memo.

FINDINGS OF FACT

§ 13.08.F of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order recommend in favor of the revocation of special use permits. They are listed below in *italics*. Staff has provided findings in **bold** below based on the recommendation:

*In any case where a special use has not been established within two (2) years from the date of granting thereof, then, the County Board may revoke the special use, or if the special use has been discontinued for a continuous period of two (2) years, the County Board may revoke the special use. **Based on the lack of advertisement and the fact that the additional structure requested in 1999 was not built, the special use has been discontinued for a continuous period of two (2) years.***

RECOMMENDATION

Staff recommends approval of the proposed special use permit revocation.

ATTACHMENTS

1. Record of Decision from April 1, 2019 Kendall County Zoning Board of Appeals Hearing

**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 19-03 at 9:16 p.m.

Petition 19-03 – Kendall County Planning, Building and Zoning Committee

Request: Revocation of a Special Use Permit for a Truck Driver Training School Granted by Ordinance 1996-15 and Amended by Ordinance 1999-35

PINs: 04-22-300-006

Location: 14525 Route 71, Yorkville, Fox Township

Purpose: Petitioners Would Like to Revoke the Subject Special Use Permit; Property is Zoned A-1

Mr. Asselmeier summarized the request.

On October 15, 1996, the Kendall County Board granted a special use permit for a truck driver training school at 14525 Route 71, Yorkville. Restriction 12 of the special use permit stated that the special use permit shall be subject to review every two (2) years. On November 16, 1999, the Kendall County Board granted an amendment to the special use permit to add a classroom and office building and a sign to the approved site plan.

The current property owners, Kerry and Susan Fierke, purchased the property in 2006. No advertisements or signage exists noting that the property has a truck driver training school. In addition, based on the aerial, the classroom and office building was not constructed. No building or demolition permits are on file in the Planning, Building and Zoning Department.

An aerial of the property was provided.

The Planning, Building and Zoning Department sent a letter to the property owners on August 22, 2018, asking if the property owners desired to keep the special use permit. No response was provided. On November 19, 2018, the Department mailed a certified letter to the property owners. The green card is on file in the Planning, Building and Zoning Department office. No response was provided to the follow-up letter.

At their meeting on December 10, 2018, the Planning, Building, and Zoning Committee voted to initiate the revocation of the special use permit on this property. The property owners were invited to this meeting, but did not attend.

The subject property is zoned A-1. If the special use permit is revoked, the property will retain its A-1 zoning classification.

§ 13.08.F of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order recommend in favor of the revocation of special use permits. They are listed below in *italics*. Staff has provided findings in **bold** below based on the recommendation:

*In any case where a special use has not been established within two (2) years from the date of granting thereof, then, the County Board may revoke the special use, or if the special use has been discontinued for a continuous period of two (2) years, the County Board may revoke the special use. **Based on the lack of advertisement and the fact that the additional structure requested in 1999 was not built, the special use has been discontinued for a continuous period of two (2) years.***

Staff recommends approval of the proposed special use permit revocation.

Chairman Mohr started the public hearing on Petition 19-03 at 9:17 p.m.

No members of the public testified on this request.

Chairman Mohr closed the public hearing on Petition 19-03 at 9:17 p.m.

Member Whitfield made a motion, seconded by Member Cherry, to approve the Findings of Fact and recommend approval of the revocation.

The votes were as follows:

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

Nays (0): None

Absent (1): Fox

The motion passed. This proposal will go to the Planning, Building and Zoning Committee on April 23, 2019.

The Zoning Board of Appeals completed their review of Petition 19-03 at 9:18 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)

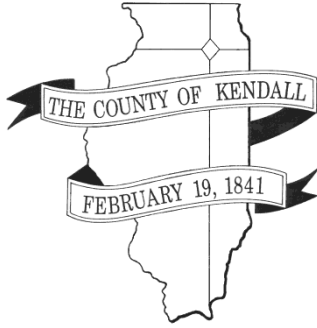
Exhibits

1. Staff Report on Petition 19-03 Dated February 4, 2019.
2. Certificate of Publication and Mailings for Petition 19-03 (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		
Jim 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

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Petition 19-03

Planning, Building and Zoning Committee

14525 Route 71, Yorkville

Revocation of Special Use Permit for
a Truck Driver Training School

INTRODUCTION AND BACKGROUND

On October 15, 1996, the Kendall County Board granted a special use permit for a truck driver training school at 14525 Route 71, Yorkville. Restriction 12 of the special use permit stated that the special use permit shall be subject to review every two (2) years. Ordinance 96-15, which granted the special use permit, is included as Attachment 1. On November 16, 1999, the Kendall County Board granted an amendment to the special use permit to add a classroom and office building and a sign to the approved site plan. Ordinance 99-35 is included as Attachment 2.

The current property owners, Kerry and Susan Fierke, purchased the property in 2006. No advertisements or signage exists noting that the property has a truck driver training school. In addition, based on the aerial, the classroom and office building was not constructed. No building or demolition permits are on file in the Planning, Building and Zoning Department.

An aerial of the property is included as Attachment 3.

The Planning, Building and Zoning Department sent a letter to the property owners on August 22, 2018, asking if the property owners desired to keep the special use permit. No response was provided. On November 19, 2018, the Department mailed a certified letter to the property owners. The green card is on file in the Planning, Building and Zoning Department office. No response was provided to the follow-up letter.

At their meeting on December 10, 2018, the Planning, Building, and Zoning Committee voted to initiate the revocation of the special use permit on this property. The property owners were invited to this meeting, but did not attend.

The subject property is zoned A-1. If the special use permit is revoked, the property will retain its A-1 zoning classification.

FINDINGS OF FACT

§ 13.08.F of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order recommend in favor of the revocation of special use permits. They are listed below in *italics*. Staff has provided findings in **bold** below based on the recommendation:

*In any case where a special use has not been established within two (2) years from the date of granting thereof, then, the County Board may revoke the special use, or if the special use has been discontinued for a continuous period of two (2) years, the County Board may revoke the special use. **Based on the lack of advertisement and the fact that the additional structure requested in 1999 was not built, the special use has been discontinued for a continuous period of two (2) years.***

RECOMMENDATION

Staff recommends approval of the proposed special use permit revocation.

ATTACHMENTS

1. Ordinance 96-15
2. Ordinance 99-35
3. Aerial

Revised 10/8/96

04-22-300-006

STATE OF ILLINOIS)
)ss.
COUNTY OF KENDALL)

96-15

JEE 99-35

**AN ORDINANCE GRANTING REZONING OF JOHN BRITT
REAL PROPERTY FROM A-1 COUNTY AGRICULTURAL TO
A-1 SPECIAL USE TO PERMIT A TRUCK DRIVER TRAINING SCHOOL**

WHEREAS, the County Board, Zoning Board of Appeals, Plan Commission and County Zoning and Platting Advisory Committee have held all necessary Public Hearings and considered the application of JOHN BRITT requesting that the County rezone certain real property; For a Truck Driver Training School as an A-1 Special Use Permit and

WHEREAS, publication was duly had in the Kendall county Record, a newspaper of general circulation, and the hearing held as to the request of Petitioner seeking an A-1 Special Use Permit for purposes of allowing a Truck Driver Training School to be operated on the real property described in the attached Exhibit "A"; and

WHEREAS, positive recommendations have been made by each Advisory Body to the Kendall County Board for purposes of allowing a Truck Driver Training School to be operated on the subject real property in compliance with the conditions set out in this Special Use Permit;

NOW THEREFORE, upon Motion duly made, Seconded, and Approved by a majority of those members of the County Board hereby voting do approve a change in zoning from A-1 to A-1 Special Use for the purpose of operating a Truck Driver Training School in order to allow Petitioner and his successors, heirs, and assigns to operate said school on the subject real property described in the attached Exhibit "A", and the Special Use Permit hereby issued shall include the following terms and conditions:

1. That a Site Drawing of James M. Olson & Associates date August 20, 1996 is hereby approved and incorporated herein as part of this Special Use Permit and made a part hereof as Exhibit "B".

2. That said Truck Driving Training School shall comply with the rules and regulations adopted by the Offices of the Illinois Secretary of State for operation of a Truck Driving Training School, not exceeding twenty-four (24) students in any one session, as per the attached Exhibit "C" incorporated herein by reference.

3. That said facility shall maintain only one driveway cut, which shall be in conformance with the Illinois Department of Transportation Permit previously issued to John Britt, which is attached hereto and maintained during the continuation of said Truck Driver Training School incorporated herein as Exhibit "D." That all students car parking shall be immediately to the front of the building being used to operate and store semi-tractors used in the operation of said school. Petitioner shall file with the Kendall County Zoning Officer, a letter from the Illinois Department of Transportation indicating that the existing driveway is satisfactory for the operation of the subject Special Use.

Parking for all semi-trailers shall be located on the gravel area between the Special Use Building and the House located North and adjacent thereto so that said Trailers will be parked at all times when no in use for school purposes being the front line of said residence.

All semi-tractors shall be parked inside the Special Use Building when not in use for School purposes. It is further agreed that a "No Parking" strip notation shall be placed on the Special Use Site Plan showing that "No Parking" shall be permitted in an area 95' perpendicular

to the West Right-of-Way line of Rt. 47 and the West Right-of-Way line of Rt. 71.

4. That said School shall maintain a Certificate of Liability Insurance in a minimum of at least Five Hundred Thousand Dollars (\$500,000), and a copy of said Certificate of Insurance shall be tendered to the Kendall County Zoning Office for retention in its file.

5. That in the event any outdoor signage is desired, the applicant shall comply with the Kendall County Sign Ordinance, limited to signage is permitted in A-1 Agricultural Districts.

6. That the hours of operation of said school shall be limited to 7:00 a.m. through 6:00 p.m. Monday through Friday.

7. That the School shall be limited to a maximum of 24 students at any one session.

8. That Petitioner shall be allowed a maximum of four semi-tractors and four semi-trailers on the subject premises.

9. That classes may be permitted in the premises only if bathroom, septic, and well facilities are installed in conformance with Illinois Public Health Code and Kendall County Ordinances as are subject to permit by the Kendall County Health Department and the Kendall County Zoning Office.

10. Petitioner shall comply with any drainage recommendation made by Morris Engineering, the Kendall County Drainage Engineer.

11. The Special Use Permit issued herein is being issued subject to Petitioner's acknowledgement of the receipt and understanding of the Kendall County Right To Farm Easement Language as to his adjoining neighbors, which shall be typed in full in Special Use Site Plan.

12. That said Special Use Permit shall be subject to review at intervals of 2 years; and

that at such time Illinois Department of Transportation warrants may require a turn lane it will be constructed at Petitioner's expense in conformance with Illinois Department of Transportation regulations.

13. That no expansion of the Special Use shall take place without further review of the County Zoning Staff, and if the County Zoning Staff deems it necessary without further public hearing.

14. That the Special Use Permit is a covenant running with the land, for the limited purposes of a Truck Driver Training School at the subject site.

IN WITNESS WHEREOF, this Ordinance has been enacted this 15 day of OCTOBER 1996.


COUNTY BOARD CHAIRMAN


ATTEST:

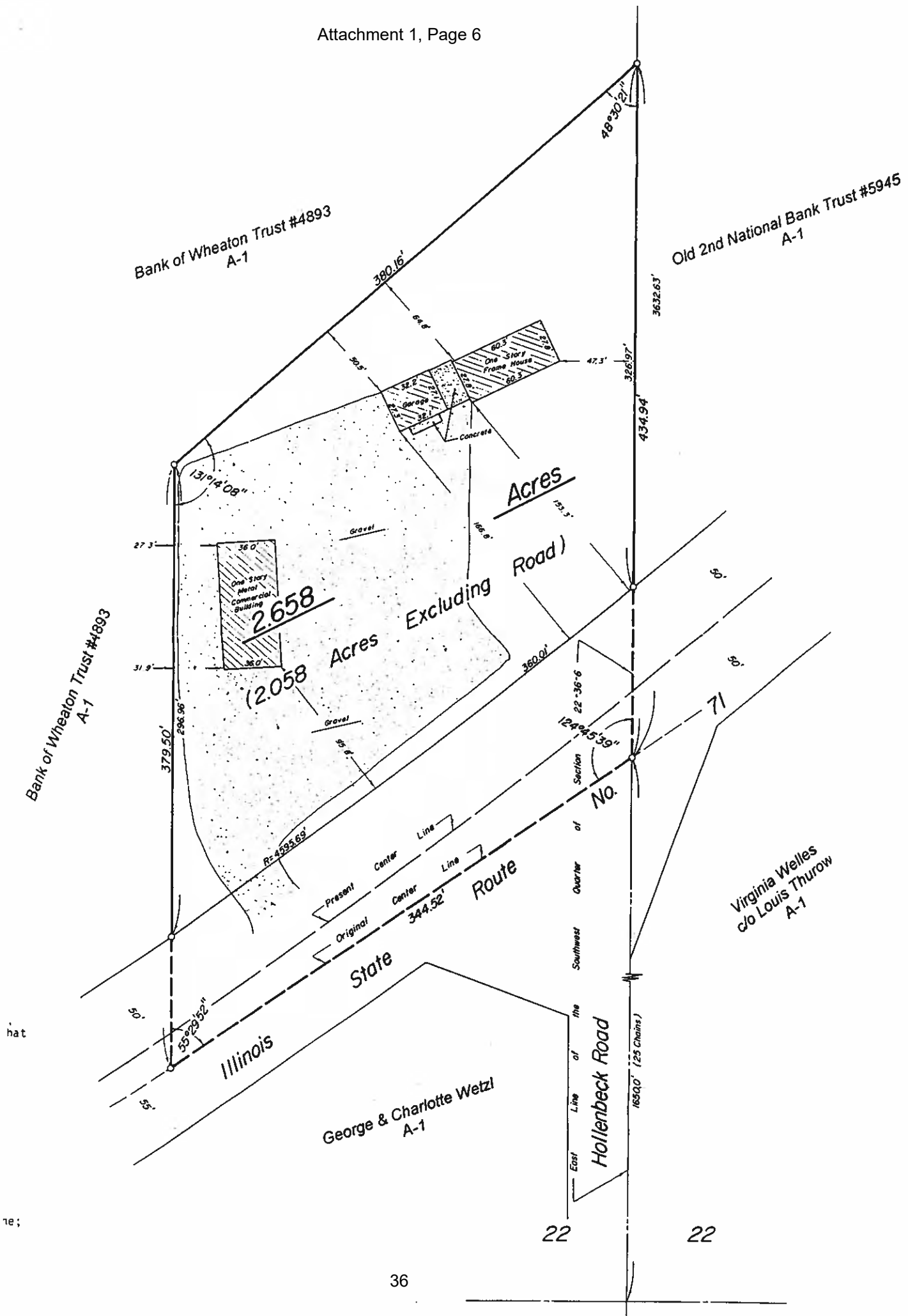

COUNTY CLERK

LAW OFFICES OF DANIEL J. KRAMER
1107A S. Bridge St.
Yorkville, IL 60560
(630) 553-9500

LEGAL DESCRIPTION

part of the Southwest Quarter of Section 22, Township 36 North, Range 6 East of the Third Principal Meridian described as follows: Commencing at the Southeast corner of said Southwest Quarter; thence northerly along the East Line of said Southeast Quarter, 1650.0 feet to the original centerline of the Chicago to Ottawa Road (now known as Illinois State Route No. 71) for a point of beginning; thence northerly along said East Line, 434.94 feet; thence southwesterly along a line which forms an angle of $48^{\circ}30'21''$ with the last described course, measured clockwise therefrom, 380.16 feet; thence southerly along a line which forms an angle of $131^{\circ}14'08''$ with the last described course, measured clockwise therefrom, 379.50 feet to said original centerline; thence northeasterly along said original centerline, 344.52 feet to the point of beginning (being that tract previously known as the Hollenbeck School Lot) and containing 2.658 acres in Fox Township, Kendall County, Illinois

that



District Serial No. 3-3329-9

I (We) John Britt, P.O. Box 194
Yorkville (Name of Applicant), (Mailing Address)
IL 60560, hereinafter termed the Applicant,
(City) (State)

request permission and authority to do certain work herein described on the right-of-way of the State highway known as IL Route 71, Section ---, from Station * to Station ---, Kendall County. The work is described in detail on the attached sketch and/or as follows:

*Located ± 250' S/O Holland Road

Upon approval this permit authorizes the applicant to locate, construct, operate and maintain at the above mentioned location, a maximum thirty (30) foot in width widened field entrance by means of extending the existing 18 inch diameter culvert twenty (20) foot by approved connecting methods and placing eight (8) inches of aggregate surface as shown on the attached plans which become a part hereof.

The applicant shall notify Tom Schaefer, Field Engineer, Phone: (815) 942-0351 or the District Permit Section, Phone: 815-434-6131 (Ext. 290) twenty-four hours in advance of starting any work covered by this permit.

Aggregate material shall be obtained from a State approved stock pile and shall be: AGGREGATE SURFACE COURSE TYPE A (CA-6 Gradation).

SPECIAL PROVISIONS CONTINUED ON NEXT PAGE

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It is understood that the work authorized by this permit shall be completed within _____ after the date this permit is approved, otherwise the permit becomes null and void.

This permit is subject to the conditions and restrictions printed on the reverse side of this sheet.

This permit is hereby accepted and its provisions agreed to this 4/4 day of October 1994.

Witness Marianne Wells
Yorkville Mailing Address
IL City State

Signed John Britt Applicant
P.O. Box 194 Mailing Address
Yorkville IL 60560 City State

SIGN AND RETURN TO: District Engineer _____, 700 East Norris Drive, Ottawa, Illinois

Approved this 6th day of Oct 1994.
Applicant (2) PMT137S
Field Engineer L-3339
Final Inspection 2

DEPARTMENT OF TRANSPORTATION
BY: Ralph Walton District Engineer

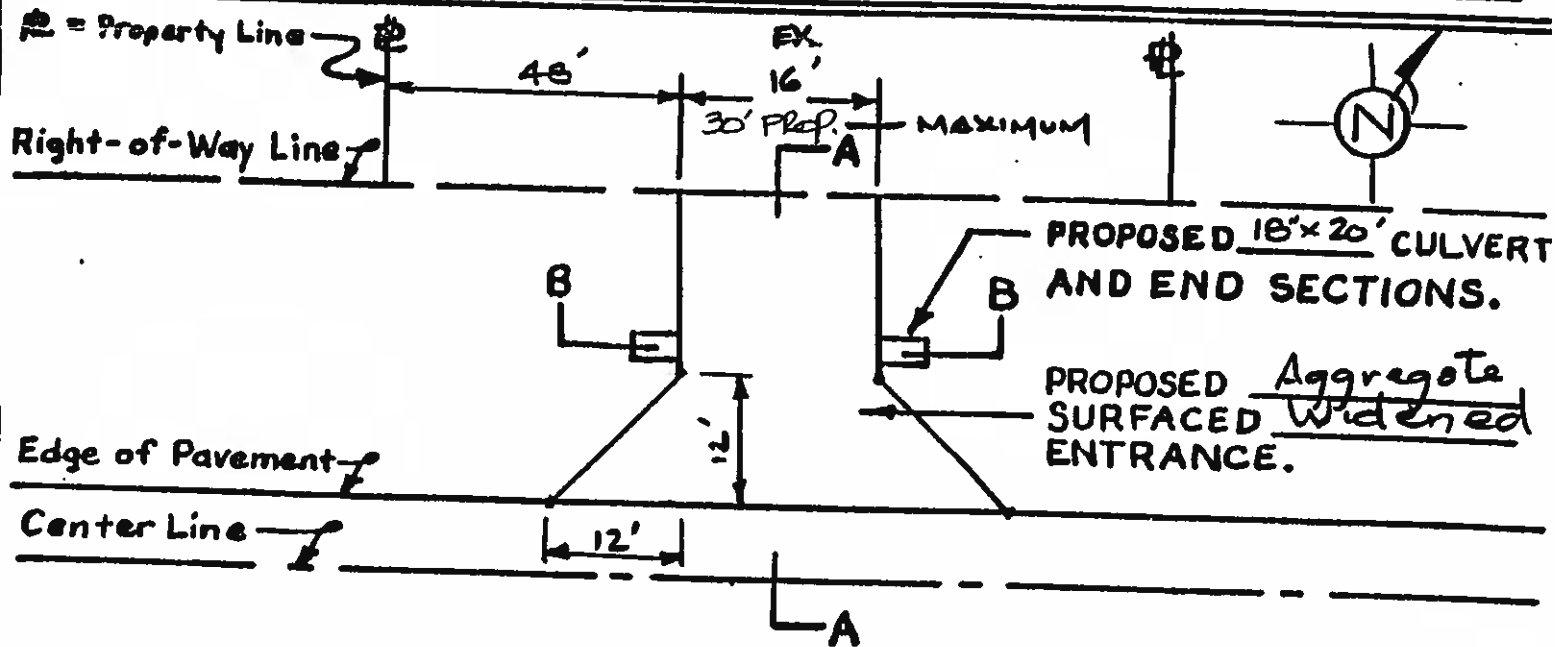
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STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

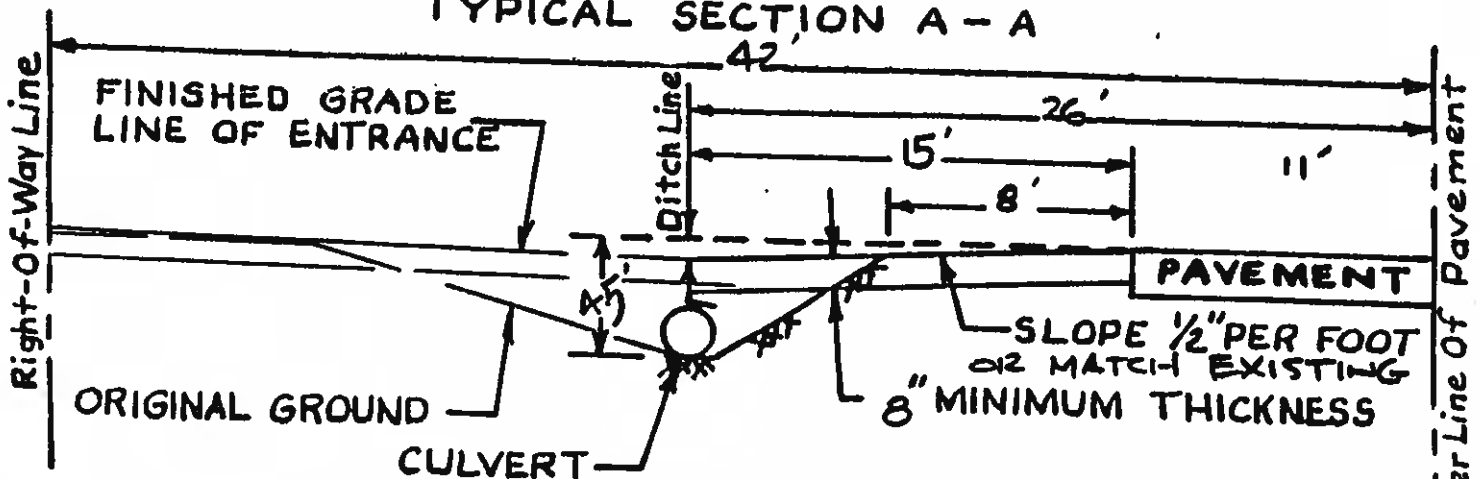
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DETAILED SKETCH FOR HIGHWAY ACCESS PERMIT

ROUTE (Const.)	ROUTE (Marked)	SECTION	STATION	COUNTY
	ILL. 71	250' s/o Holland back Rd.		Kendall
APPLICANT (Owner) John Britt				
ADDRESS P.O. Box 194 Yorkville, IL 60560				

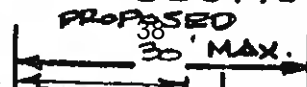


TYPICAL SECTION A - A



⊕ Remove sod from ditch and prepare a smooth bed to support pipe culvert.

TYPICAL SECTION B - B



8" MINIMUM THICKNESS

State of Illinois
County of Kendall

04-22-300-006

Zoning Petition
#9956

ORDINANCE NUMBER 99- 35

AMENDING SPECIAL USE ORDINANCE #96-15

JOHN C. BRITT

Expanding a Truck Driving School

WHEREAS, John C. Britt, owner and operator of J & B Truck Driving School, was granted a Special Use Permit for a Truck Driving School under Kendall County Ordinance #96-15; and

WHEREAS, said Special Use Permit is for property legally described in attached Exhibit A; and

WHEREAS, Condition #13 of said Ordinance states "That no expansion of the Special Use shall take place without further review of the County Zoning Staff, and if the County Zoning Staff deems it necessary without further public hearing;" and

WHEREAS, the petitioner desires to construct a building for offices and classrooms; and

WHEREAS, said use is in accordance with said Special Use Permit; and

WHEREAS, the Zoning Administrator determined a public hearing was required for the proposed building; and

WHEREAS, current sign requirements make constructing a sign under the provisions of said Special Use Permit impossible; and

WHEREAS, the petitioner desires to construct a sign for the approved special use; and

WHEREAS, the petitioner filed an application to amend Kendall County Ordinance #96-15 to include a classroom office building and a sign to advertise the approved use; and

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact, and recommendation for approval by the Zoning Board of Appeals; and

WHEREAS, the Kendall County Board finds that said petition is in conformance with the provisions of the Kendall County Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby amends Kendall County Ordinance #96-15 to include the following:

1. The site plan of the special use to include a classroom and office building as presented in attached Exhibit B.
2. A sign, not to exceed twelve (12) square feet, for the approved use.

ADDITIONALLY, the Kendall County Board hereby reaffirms the conditions of Ordinance #96-15, except as modified by this ordinance.

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 November 16, 1999.



John A. Church
Kendall County Board Chairman

Attest:



Paul Anderson
Kendall County Clerk

EXHIBIT A: LEGAL DESCRIPTION

That part of the Southwest Quarter of Section 22, Township 36 North, Range 6 East of the Third Principal Meridian described as follows: Commencing at the Southeast Corner of said Southwest Quarter; thence northerly along the East Line of said Southeast Quarter, 1,650.0 feet to the original centerline of the Chicago to Ottawa Road (now known as Illinois State Route No. 71) for a point of beginning; thence northerly along said East Line, 434.94 feet; thence southwesterly along a line which forms an angle of $48^{\circ}30'21''$ with the last described course, measured clockwise therefrom, 380.16 feet; thence southerly along a line which forms an angle of $131^{\circ}14'08''$ with the last described course, measured clockwise therefrom, 379.50 feet to said original centerline; thence northeasterly along said original centerline, 344.52 feet to the point of beginning (being that tract previously known as the Hollenback School Lot) and containing 2.658 acres in Fox Township, Kendall County, Illinois

**Amendment to the Special Use Permit of
Part of the Southwest Quarter of Section 22-36-6
Fox Township Kendall County Illinois**



o Indicates Iron Stake Set

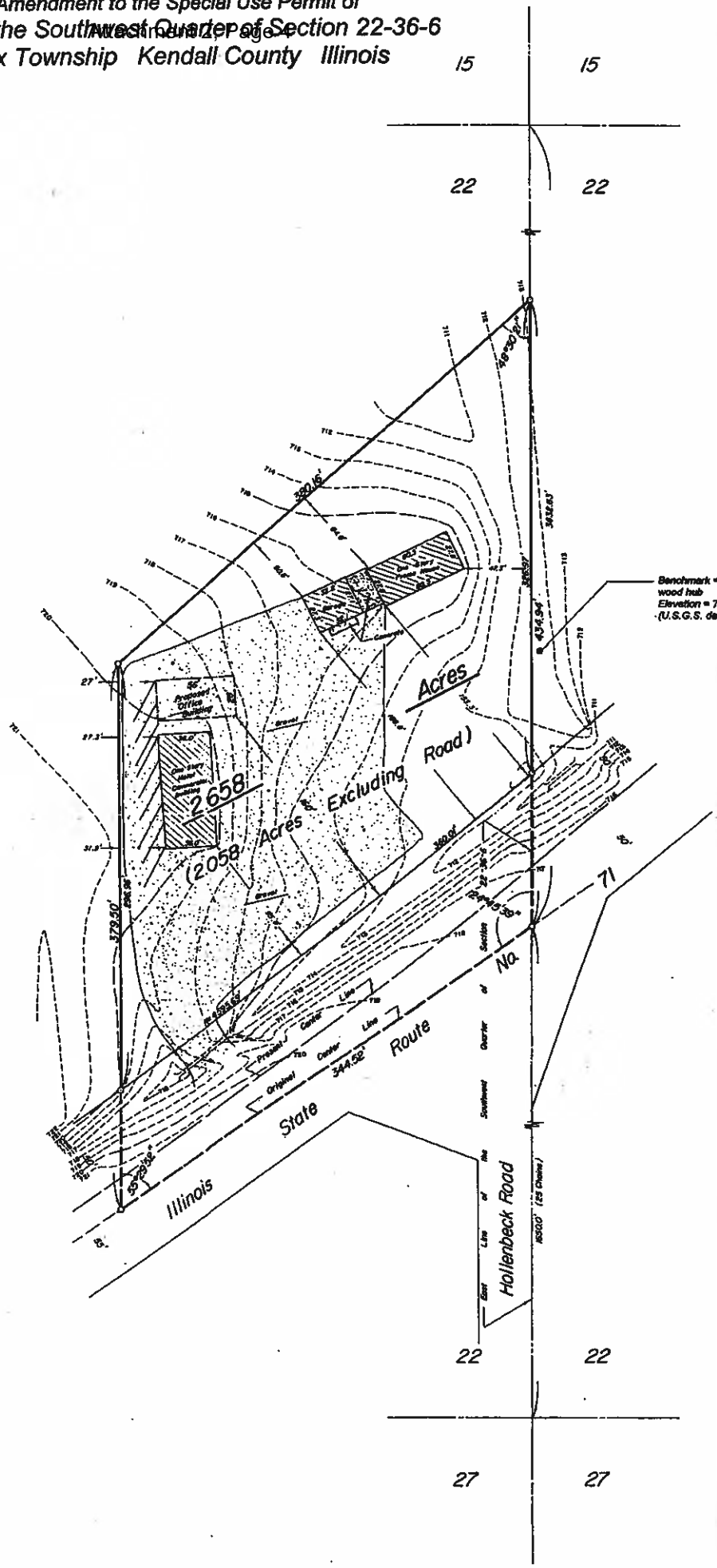
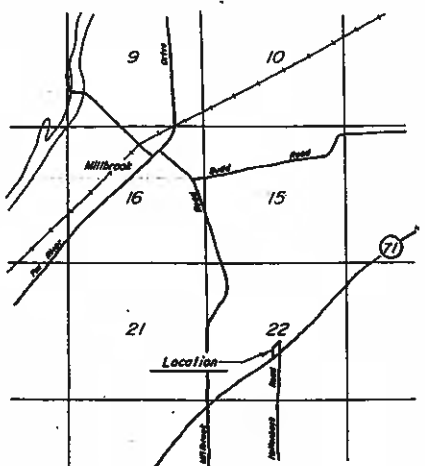
Benchmark = Top of wood hub
Elevation = 712.75 +/-
(U.S.G.S. datum)

Prepared For:
Atty. Dan Kramer
1107 A South Bridge Street
Yorkville, Illinois 60580

Prepared By:
James M. Olson Associates, Ltd.
107 West Madison Street
Yorkville, Illinois 60560
(630)553-0050

August 20, 1996

Revised August 9, 1999 to show location of Proposed Office Building.

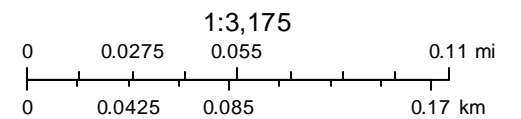


Aerial

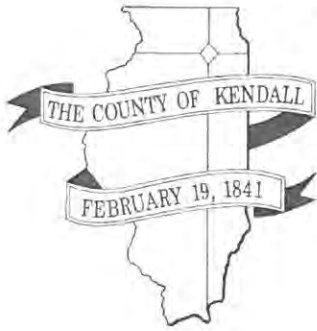


February 4, 2019

- | | | |
|--------------|--------------|--------------|
| — Arrow 100 | — FromTo 400 | — Tip 100 |
| — Arrow 400 | — Hook 100 | — Tip 400 |
| — FromTo 100 | — Hook 400 | — Road Names |



Kendal County Illinois GIS



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: April 22, 2019
Re: Petition 19-18 Request to Transfer Conditional Use Permit for ECHO Housing Unit at 13443 Fennel Road

In 2013, Kendall County granted a Conditional Use Permit for an ECHO Housing Unit at 13443 Fennel Road. This Conditional Use Permits has been renewed annual as required by the Kendall County Zoning Ordinance.

The current property owner, Cindy Harney, is attempting to sell the property and the prospective buyer, Maria Serrano, has a qualifying family member that wishes to occupy the ECHO Housing Unit. The necessary paperwork has been filed with the Kendall County Planning, Building and Zoning Department.

Staff recommends approval of the requested transfer with the condition that the transfer not occur until the sale of the subject property is final.

If you have any questions, please let me know.

Thanks,

MHA

Matt Asselmeier

From: Cindy Harney <[REDACTED]>
Sent: Sunday, April 21, 2019 8:25 PM
To: Matt Asselmeier
Subject: [External]ECHO Housing application
Attachments: 13443 fennel rd echo house app.pdf; Alicia .jpg

Matt,

Attached is the ECHO Housing application from Maria Serrano who is interested in purchasing our property at 13443 Fennel Rd. Newark, IL. Ms. Serrano has a qualifying family member (her drivers license is attached as well) that wishes to occupy the ECHO Housing that is currently on the property. I am writing this letter in hopes that you will approve her request at your next board meeting. Per our discussion the application fee is being mailed to you separately.

This housing opportunity has worked very well for my family and I, and we are very grateful that this was available. We have decided to move out of state, and would like to see another family benefit from this incredible program.

Any questions please don't hesitate to reach out to me at this email.

Thank you,

Cindy Harney

Realtor

Coldwell Banker

The Real Estate Group
1222 N Division
Morris IL 60450

Cell Phone: [REDACTED]

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified number. Never wire money without double-checking that the wiring instructions are correct.

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





DEPARTMENT OF PLANNING, BUILDING & ZONING

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CONDITIONAL USE APPLICATION

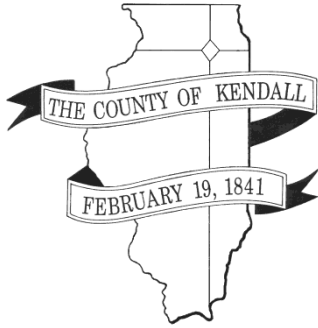
PROJECT NAME 13443 Fennel CU Transfer FILE #: 19-18

NAME OF APPLICANT		
Alicia P. Melecio		
CURRENT LANDOWNER/NAME(s)		
Maria A. Serrano		
SITE INFORMATION		
ACRES	SITE ADDRESS OR LOCATION	ASSESSOR'S ID NUMBER (PIN)
5	13443 Fennel Rd newark, IL 60541	
EXISTING LAND USE	CURRENT ZONING	LAND CLASSIFICATION ON LRMP
07-07-200-020		
REQUESTED ACTION (Check All That Apply): YOU MUST MEET ALL CONDITIONS LISTED IN THE ORDINANCE TO QUALIFY		
<input type="checkbox"/> SMALL WIND ENERGY SYSTEM	<input type="checkbox"/> SEASONAL FESTIVAL	<input type="checkbox"/> RIDING STABLES
<input checked="" type="checkbox"/> ECHO HOUSING	<input type="checkbox"/> BUYING AND SELLING OF LIVESTOCK	<input type="checkbox"/> FEED YARDS
<input type="checkbox"/> ACCESSORY AGRICULTURAL SERVICES	<input type="checkbox"/> TRUCK/TRACTOR AMUSEMENTS	<input type="checkbox"/> PUBLIC 911 SAFETY TOWER
<input type="checkbox"/> AGRICULTURAL LABOR HOUSING	<input type="checkbox"/> GUEST HOUSE	<input type="checkbox"/> SINGLE FAMILY DWELLING
<input type="checkbox"/> HOME-BASED FOOD OPERATION	<input type="checkbox"/> MODEL HOME	<input type="checkbox"/> PLACES OF WORSHIP
<input type="checkbox"/> SCHOOL	<input type="checkbox"/> DRY CLEANER	<input type="checkbox"/> LAUNDRYMAT (SELF-SERVICE)
<input type="checkbox"/> ELECTRICAL APPLIANCE STORE	<input type="checkbox"/> CONSTRUCTION SERVICES	<input type="checkbox"/> CONTRACTOR'S OFFICE
<input type="checkbox"/> ENCLOSED SELF-SERVICE STORAGE	<input type="checkbox"/> LABORATORIES	<input type="checkbox"/> OUTDOOR DISPLAY
<input type="checkbox"/> PROCESSING OR ASSEMBLY		
PRIMARY CONTACT EMAIL	PRIMARY CONTACT MAILING ADDRESS	PRIMARY CONTACT
		Maria A. Serrano
PRIMARY CONTACT PHONE #	PRIMARY CONTACT FAX #	PRIMARY CONTACT OTHER #(Cell, etc.)
		
I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.		
I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES.		
SIGNATURE OF APPLICANT	DATE 04/12/19	
Alicia P. Melecio		

FEE PAID: \$100.00
 CHECK #: Cash

paid 4/22/19

*Primary Contact will receive all correspondence from County



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: Planning, Building and Zoning Committee
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: April 15, 2019
Re: Proposed Intergovernmental Agreement Between Kendall County and the Village of Plattville

The intergovernmental agreement between Kendall County and the Village of Plattville expires in June. The Planning, Building and Zoning Department does not propose any changes to the body of the agreement.

Unlike the Village of Millbrook, the Village of Plattville agreed to the insurance language contained in the 2016 agreement and included in the 2017 agreement.

If you have any questions, please let me know.

Thanks,

MHA

ENC: Draft Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
PLATTVILLE AND THE COUNTY OF KENDALL**

THIS AGREEMENT, made this day ___ of June, 2019 by and between the VILLAGE OF PLATTVILLE, a body corporate and politic, and the COUNTY OF KENDALL, a body corporate and politic; WITNESSETH:

WHEREAS, the Village of Plattville was incorporated by act of the voters on March 21st, 2006; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) permits units of local government to obtain or share services and to jointly contract, combine or transfer any power, privilege, function or authority among themselves; and

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

WHEREAS, the Local Land Resource Management Planning Act (50 ILCS 805/6) provides that a municipality and a County may enter into intergovernmental agreements for joint or compatible planning, local land resource management administration and zoning ordinance enforcement; and

WHEREAS; the Village of Plattville adopted a Comprehensive Plan on July 27, 2009, and

WHEREAS, all the property located within the described boundaries of the Village of Plattville have been heretofore subject to the building and zoning codes of the County of Kendall, and to the Countywide Stormwater Management Ordinances; and

WHEREAS, the parties desire to continue that relationship.

NOW, THEREFORE, it is hereby agreed as follows:

- 1) The above recitals are incorporated by reference as if fully set forth herein.
- 2) That the Village of Plattville has by ordinance duly adopted the Zoning Ordinance of the County of Kendall, the Building Code of the County of Kendall, the Comprehensive Plan of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, the Countywide Stormwater Management Ordinances as its own and further agrees that any subsequent text

amendments to said ordinances and plans, as may be adopted by Kendall County from time to time, shall be adopted and incorporated by the Village of Plattville as its own.

3) That for the consideration of \$1 the receipt and sufficiency of which is hereby acknowledged, the County of Kendall agrees to continue administering the County Ordinances for the Village of Plattville as described in Paragraph (2) above and in accordance with the procedures attached hereto as Exhibit A and incorporated herein by reference all of which have been duly adopted by the Village of Plattville, and apply them to all properties located within the municipal boundaries of the Village of Plattville.

4) In addition to the consideration addressed in Paragraph 3 above, the Village of Plattville shall be responsible for all costs associated with the enforcement of the Zoning Ordinance of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, and the Countywide Stormwater Ordinance for cases within the boundaries of the Village of Plattville. At the written request of the Village of Plattville, Kendall County shall provide an estimated cost for investigating individual alleged violations. Upon approval of the cost estimate by the Village of Plattville, Kendall County will conduct the necessary investigation and bill the Village of Plattville accordingly. The Village of Plattville shall reimburse the County of Kendall for any actual costs incurred acting on behalf of the Village of Plattville as provided herein.

5) The Village of Plattville shall defend with counsel of the County's own choosing, indemnify and hold harmless the County of Kendall, its past, present, and future board members, elected officials, insurers, employees and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, expenses, and costs relating thereto, including, but not limited to, attorney's fees and other legal expenses, which the County, its board members, elected officials, insurers, employees and/or agents may sustain, incur or be required to pay arising in any manner out of the County's performance or alleged failure to perform its obligations pursuant to the Agreement.

6) That the Village of Plattville shall secure, pay for, and maintain throughout the period during which services are provided under this Agreement, auto liability and general liability insurance with minimum limits of coverage equal to or greater than those limits maintained by the Village on the date of the execution of this agreement attached hereto as Ex. B and incorporated herein by reference. The Village's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by the County or the County's employees. The Village's coverage shall name the County of Kendall as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the County upon execution of this Agreement. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the County at least ninety (90) days in advance of such modification or cancellation. The Village shall furnish a copy of its insurance policies for examination by the County at any time upon demand of the County.

7) That this Agreement shall be for a term of one (1) year, commencing on the date of execution hereof, subject to annual renewal by the parties at least 30 days before the anniversary date each year, said renewal to be in writing.

8) This Agreement may be terminated by either party upon 30 days written notice to the other party.

9) 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.

10) 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.

11) The County of Kendall and the Village of Plattville each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

12) This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit.

13) This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

14) Nothing contained in this Agreement, nor any act of Kendall County or the Village pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the Village. Further, nothing in this agreement should be interpreted to give Kendall County or the Village any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

15) Any notice from either party to the other party hereto shall be in writing and shall be

deemed served if mailed by prepaid certified mail addressed as follows:

Kendall County Administrator
111 West Fox Street
Yorkville, Illinois 60560

Village of Plattville
P.O. Box 1173
Yorkville, Illinois 60560

16) Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the Village or Kendall County in any respect beyond the matters agreed upon in this agreement, including, but not limited to their powers and duties.

VILLAGE OF PLATTVILLE

COUNTY OF KENDALL

BY: _____
Village President

BY: _____
Chairman of Kendall County Board

ATTEST: _____
Village Clerk

ATTEST: _____
Kendall County Clerk

Exhibit A

Procedure for Processing Zoning & Subdivision Cases For The Village Of Plattville Under County/Municipal Intergovernmental Agreement

Under the terms of the intergovernmental Agreements executed between the Village of Plattville and Kendall County, the County PBZ staff as well as the Kendall County ZPAC, Concept Review Committee, Regional Planning Commission, and Zoning Board of Appeals, will serve as the municipal staff and the municipal recommending bodies in providing the Village Board with recommendations on applications for zoning map amendments, Special Uses, subdivision plat approvals and zoning variance requests involving properties within the corporate boundaries or proposed for annexation into the corporate boundaries of the municipality. In each instance, the Village Board of the municipality shall be responsible for acting on the recommendations supplied and adopting any related ordinances approving such requests. The following outline shall be followed when filing and processing such applications:

1. Pre-Application Meeting:

Prior to the submission of any applications, the petitioner shall schedule a joint “pre-application” meeting with County staff and representatives of the affected municipality to review the proposed request and provide preliminary feedback as well as guidance regarding the steps involved in the processing of the application.

2. Filing of an Application:

- a.) Using the applicable application forms and handouts provided by the County, the petitioner will submit the requisite number of copies of application and supporting documents and plans along with all required fees to the Kendall County Planning Building and Zoning Department (PBZ).
- b.) Simultaneous to that filing, the applicant shall forward an original copy of the application forms along with a copy of all related plans and supporting documents to the Village Clerk of the affected municipality for creation of the Village’s Official file on the matter.

3. Review and Processing of Zoning Map Amendments and Special Uses:

- a.) Zoning Map Amendments and Special Uses, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County’s ZPAC Committee, representatives from

Exhibit A

the affected municipality will be invited to participate as sitting members of the committee.

- b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
- c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.
- d.) After review by ZPAC, their recommendation shall be forwarded to the next available meeting of the Kendall County Regional Plan Commission (KCRPC) for conduct of a public meeting, review and recommendation.
- e.) All notices required per the Kendall County Zoning Ordinance and Plan Commission By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- f.) The County shall forward copies of the agenda, staff report and minutes of the ZPAC meeting to KCRPC as well as the Clerk of the affected municipality along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application for inclusion the Official Village file.
- g.) The County shall post copies of the agenda as required per County policies.
- h.) The Village Clerk shall also be responsible for posting of the agenda in an approved municipal location.
- i.) Following review and recommendation by the Regional Plan Commission, petitions involving a zoning map amendment shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the zoning matter as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- j.) All notices required per State Statute, the County Zoning Ordinance and ZBA By-Laws shall be mailed and published prior

Exhibit A

to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.

- k.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- l.) The County shall forward copies of the agenda, staff report and copy of the minutes of the KCRPC meeting to the ZBA as well as to the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- m.) The County shall post copies of the ZBA agenda as required per County policies. The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- n.) If the application involves a request for a Special Use, the petition shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the Special Use as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- o.) All required notices required per State Statute and the County Zoning Ordinance shall be mailed and posted prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- p.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- q.) The County shall forward copies of the agenda, staff report and minutes of the KCRPC meeting to the ZBA as well as the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- r.) The County shall post copies of the agenda as required per County policies.
- s.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.

Exhibit A

- t.) Following review and recommendation by the ZBA, PBZ staff will forward to the appropriate Village Board a report summarizing all of the recommendations and actions taken by each of the review and recommending bodies along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
 - u.) Along with the report, PBZ staff will prepare a draft ordinance approving the requested map amendment or Special Use for action by the Village Board. The summary report and draft ordinance in addition to a copy of the minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
 - v.) In the event a related annexation hearing is required, the Clerk shall coordinate with the applicant to insure proper notice has been supplied and shall be responsible for the preparation and posting of Board's Agenda.
 - w.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
 - x.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.
4. Review and Processing of Preliminary and Final Subdivision Plats:
- a.) Preliminary and/or Final Plats, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County's ZPAC Committee, representatives from the affected municipality will be invited to participate as sitting members of the committee.
 - b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
 - c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the ZPAC members and the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.

Exhibit A

- d.) After review by ZPAC, their recommendation shall be forwarded to the next available meeting of the Kendall County Regional Plan Commission (KCRPC) for conduct of a public meeting, review and recommendation.
- e.) All required notices required per the Kendall County Zoning Ordinance and Plan Commission By-Laws shall be mailed and published prior to the meeting by the petitioner.
- f.) The County shall forward copies of the agenda, staff report and a copy of the minutes of the ZPAC meeting to the KCRPC as well as the Clerk of affected municipality along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application for inclusion the Official Village file.
- g.) The County shall post copies of the agenda as required per County policies.
- h.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- i.) Following review and recommendation by the KCRPC, PBZ staff will prepare a report to the appropriate Village Board summarizing all of the recommendations and actions taken by each of the review and recommending bodies.
- j.) In addition to the summary the report, PBZ staff will prepare a draft ordinance approving the requested Preliminary and/or Final Plat for action by the Village Board. The summary report and draft ordinance shall NOT be forwarded to the appropriate Village Clerk for scheduling of the matter for action by the Village Board until such time as formal approval of the related preliminary and/or final engineering plans and or other supporting documents or agreements has been granted.
- k.) Once these approvals are received, PBZ staff will forward the summary report and draft ordinance in addition to a copy of the minutes of the KCRPC meeting to the appropriate Village Clerk along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.

Exhibit A

- l.) The Village Clerk shall then schedule the matter for action by the Village Board and prepare the related agendas for posting.
- m.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- n.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.

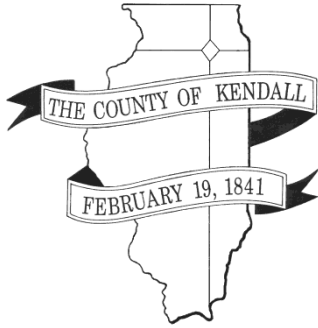
5. Review and Processing of Zoning Variance:

- a.) Zoning Variances shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the matter as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- b.) All notices required per State Statute, the County Zoning Ordinance and ZBA By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- c.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- d.) The County shall prepare and forward copies of the agenda and staff report to the ZBA as well as the Clerk of affected municipality for filing along with copies of any related plans, documents or supporting information submitted to the county by the petitioner in support of the application.
- e.) The County shall post copies of the agenda as required per County policies.
- f.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- g.) Following review and recommendation by the ZBA, the PBZ staff will forward a report summarizing the findings and recommendations made by ZBA along with copies of any related plans, documents or supporting information submitted to the

Exhibit A

county by the petitioner in support of the application. Along with the report, PBZ staff will prepare a draft ordinance approving the variance for action by the Village Board.

- h.) The summary report, draft ordinance and minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
- i.) The Village Clerk shall be responsible for the preparation and posting of Board's Agenda.
- j.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- k.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.



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: April 15, 2019

Re: Plumbing Inspection Contract with Randy Erickson, D.B.A Erickson Construction

Kendall County's contract with Randy Erickson, D.B.A Erickson Construction expires in December 2019.

The County's insurance consultant recommended changes to Section 16 pertaining to insurance.

The Planning, Building and Zoning Department would like the Committee's input before negotiating with Randy Erickson.

The existing contract and a red copy of the proposal is attached to this memo.

Thanks,

MHA

ENC: Existing Contract
Proposed Contract

16AM 16-44

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

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

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

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

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

14. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
15. Inspector agrees to indemnify and hold harmless, and defend with counsel of Kendall County's own choosing, Kendall County, including their past, present, and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys' fees and other legal expenses, which Kendall County, their board members, elected officials, insurers, employees, and/or agents may sustain, incur or be required to pay arising out of Inspector's performance or failure to adequately perform its obligations pursuant to this Agreement.

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

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

16. Inspector will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below for receipt of notice. Before starting work hereunder, Inspector shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder:
 - (a) Worker's Compensation and Occupational Disease Disability insurance:
 - (i) State: Statutory limits
 - (ii) Applicable Federal (e.g., Longshoremen's): Statutory limits
 - (iii) Employer's Liability:

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

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

17. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war, and unavailability of parts, materials, or supplies. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event.

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

18. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall not have remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by Kendall County, the injured party may elect, in accordance with law and any other Agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
19. Inspector agrees to comply with any and all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees to conduct business in the state, municipality, county, or location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
20. Inspector certifies that Inspector, 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).
21. Inspector, 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.
22. Nothing contained in this Agreement, nor any act of Kendall County or Inspector pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the Inspector.

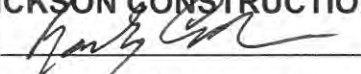
23. When performing inspections under the terms of this Agreement, the Inspector intends that any injuries to its respective employees shall be covered and handled exclusively by Inspector's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the inspector, which may result from its activities under this Agreement, shall be the responsibility of inspector.
24. This Agreement represents the entire understanding between the parties hereto, and any modification or amendment hereof must be made in writing, and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written.
25. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
26. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, Kendall County Planning Building & Zoning Department, Attention: Code Enforcement Official, 111 West Fox Road, Room 203, Yorkville, Illinois, 60560, fax: (630) 553-4179 with copy sent to: County Administrator, 111 West Fox Road, Room 316, Yorkville, Illinois, 60560 and to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Inspector, to: Randy Erickson, d.b.a Erickson Construction, 1218 Lakewood Drive, Somonauk, IL 60552.
27. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
28. Kendall County and Inspector each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
29. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Inspector. In the event of a default due to non-appropriation of funds, Kendall County has the right to terminate the Agreement upon providing thirty (30) days written notice to Inspector. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

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

31. This Agreement may be terminated by Kendall County upon written notice delivered to Inspector at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

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

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

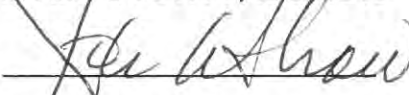
BY: 

NAME: RANDY ERICKSON

TITLE: PLUMBING INSPECTOR

DATE: 12/14/16

KENDALL COUNTY, ILLINOIS

BY: 

NAME: JOHN SHAW

TITLE: KENDALL COUNTY BOARD
CHAIRMAN

DATE: 11/15/16

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

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10. Inspector shall maintain an Illinois Plumbers license in good standing at all times and shall upon demand provide a copy to Kendall County at no additional cost. As of the time of signing this Agreement, Inspector is certifying that his plumbing license is current and in good standing.
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13. Inspector is an Independent Inspector and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Inspector understands and agrees that Inspector is solely responsible for paying all wages, benefits and any other compensation due and owing to Inspector's officers, employees, and agents for the performance of services set forth in the Agreement. Inspector further understands and agrees that Inspector is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Inspector's officers, employees and/or agents who perform services as set forth in the Agreement. Inspector also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Inspector, Inspector's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Inspector, Inspector's officers, employees and agents. Inspector hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, and their past, present and future board members, officials, employees, insurers, and agents for any alleged injuries that Inspector, its officers, employees and/or agents may sustain while performing services under the

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

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

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

16. Inspector will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the **Inspector insurance carrier** to Kendall County at the address set forth below for receipt of notice. Before starting work hereunder, Inspector shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder:

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than

\$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Inspector has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Inspector maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Inspector. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Inspector including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Inspector's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Inspector's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Inspector's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Inspector hereby grants to Entity a waiver of any right to subrogation which any insurer of said Inspector may acquire against the Entity by virtue of the payment of any loss under such insurance. Inspector agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Inspector to purchase coverage with a lower retention or provide proof of ability to pay losses and

related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Inspector shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Inspector's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- (a) ~~Worker's Compensation and Occupational Disease Disability insurance:~~
 - ~~(i) State: Statutory limits~~
 - ~~(ii) Applicable Federal (e.g., Longshoremen's): Statutory limits~~
 - ~~(iii) Employer's Liability:~~
 - ~~_____ (A) \$500,000 per accident~~
 - ~~_____ (B) \$500,000 disease, policy limit~~
 - ~~_____ (C) \$500,000 disease, each employee~~

- ~~(b) If written under Comprehensive General Liability Policy Form:~~
 - ~~(i) Bodily injury: \$1,000,000 per occurrence and \$2,000,000 aggregate per project~~
 - ~~(ii) Property damage: \$1,000,000 per occurrence and \$2,000,000 aggregate per project~~
 - ~~_____ (iii) Bodily injury and property damage combined: \$1,000,000 per occurrence and \$2,000,000 aggregate per project~~
 - ~~_____ (iv) Personal injury: \$2,000,000 aggregate per project~~

- ~~(c) If written under commercial general liability policy form:~~
 - ~~_____ (i) \$2,000,000 general aggregate per project~~
 - ~~_____ (ii) \$1,000,000 products completed operations aggregate~~
 - ~~_____ (iii) \$1,000,000 personal and adv. injury~~
 - ~~_____ (iv) \$1,000,000 per occurrence~~
 - ~~_____ (v) \$1,000 medical expenses (any one person)~~

~~(d) Business automobile liability (including owned, non-owned and hired vehicles):~~

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~~(e) Umbrella Occurrence:~~

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~~(ii) \$1,000,000 aggregate~~

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

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18. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall not have remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by Kendall County, the injured party may elect, in accordance with law and any other Agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

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21. Inspector, 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.
22. Nothing contained in this Agreement, nor any act of Kendall County or Inspector pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the Inspector.
23. When performing inspections under the terms of this Agreement, the Inspector intends that any injuries to its respective employees shall be covered and handled exclusively by Inspector's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the inspector, which may result from its activities under this Agreement, shall be the responsibility of inspector.
24. This Agreement represents the entire understanding between the parties hereto, and any modification or amendment hereof must be made in writing, and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written.
25. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
26. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, Kendall County Planning Building & Zoning Department, Attention: Code Enforcement Official, 111 West Fox Road, Room 203, Yorkville, Illinois, 60560, fax: (630) 553-4179 with copy sent to: County Administrator, 111 West Fox Road, Room 316, Yorkville, Illinois, 60560 and to Kendall County State's

Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Inspector, to: Randy Erickson, d.b.a Erickson Construction, 1218 Lakewood Drive, Somonauk, IL 60552.

- 27. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 28. Kendall County and Inspector each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- 29. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Inspector. In the event of a default due to non-appropriation of funds, Kendall County has the right to terminate the Agreement upon providing thirty (30) days written notice to Inspector. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
- 30. This Agreement shall be in full force and effect for a period of three (3) years from the date of the last signature below, however it may be renewed for subsequent one (1) year terms upon written agreement signed by both parties.
- 31. This Agreement may be terminated by Kendall County upon written notice delivered to Inspector at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

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

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

BY: _____

NAME: RANDY ERICKSON

TITLE: _____

DATE: _____

KENDALL COUNTY, ILLINOIS

BY: _____

NAME: SCOTT R. GRYDER

TITLE: KENDALL COUNTY BOARD
CHAIRMAN

DATE: _____

AN ORDINANCE DECLARING THE STORING
OF JUNK AND OTHER WASTE MATTER
ON PRIVATE PROPERTY TO BE A NUISANCE*

BE IT ORDAINED by the Board of Supervisors of the County of Kendall, State of Illinois, as follows:

SECTION 1. The storing of junk trash and refuse on private property within the County of Kendall, is hereby declared a nuisance.

SECTION 2. Junk, trash and refuse are defined herein to include any and all waste matter, whether reusable or not, which is offensive to the public health, safety or to the esthetics of the neighborhood, and is specifically intended to include, but not be limited to, worn out, wrecked and/or abandoned automobiles, trucks, tractors, machinery of any kind, any parts thereof, old ice boxes, refrigerators and stoves.

SECTION 3. The storage of trucks, tractors, and related machinery used for agricultural purposes is exempt from the provisions of this Ordinance, providing:

- (a) The zoning lot on which said storage exists is rezoned Agriculture District-A and,
- (b) Said zoning lot is used principally for agricultural purposes, and
- (c) Said machinery, or the like, is used principally for agricultural purposes.

SECTION 4. Any property owner or any occupant of property who allows such storage on the property owned or occupied by him shall be guilty of a misdemeanor punishable by a fine of not less than Ten Dollars (\$10.00) nor more than Five Hundred Dollars (\$500.00); and any person who shall neglect, fail or refuse to abate and remove such nuisance after notice thereof, shall for each 24 hours thereafter during which said nuisance continues, be subject to a like penalty as that originally incurred.

SECTION 5. Any county law enforcement officer or building and zoning officer upon observing any violation of this Ordinance shall issue a Notice directed to the owner of record of th property on which said nuisance occurs, as shown in the records of the Recorder of Deeds of Kendall County, or to the occupant of said property, or both, which said Notice shall describe the violation and shall establish a reasonable time limit for the abatement thereof by such owner or occupant, which time shall be not less than two (2) days nor more than the ten (10) days after service of such Notice.

SECTION 6. Any citizen of Kendall County who observes a violation of this Ordinance may file an affidavit setting forth in detail the violation, its location and the name of the owner and/or occupant of the property on which such nuisance is alleged, and may file said affidavit with the Sheriff of Kendall County, who shall assign to the building and zoning officer the duty to investigate such charge, and if such nuisance exists, to issue a Notice to the owner of occupant of the property as provided in Section 5 of this Ordinance.

SECTION 7. Any county law enforcement officer or building and zoning officer of the County of Kendall shall serve the Notice here in provided for upon the owner or occupant of the property where such nuisance exists, or upon both of them, and shall make his return upon a copy of such Notice, showing the time of service, the person upon whom it was served, or the manner in which it was served.

SECTION 8. Immediately upon the termination of the time allowed in any such Notice for the abatement of such nuisance, the law enforcement officer or building and zoning officer who served such Notice or any other law enforcement officer or inspector who shall be assigned by the Sheriff shall investigate to determine whether or not such nuisance has been abated.

SECTION 9. In the event the owner or occupant of the property where such nuisance exists has failed within the prescribed time to abate such nuisance then the law enforcement officer or building or zoning officer who served such Notice, or the citizen of the County of Kendall who filed the said affidavit, or the officer who investigated whether such nuisance has been abated, shall file a complaint charging violation of this Ordinance with the Circuit Court for the Sixteenth Judicial circuit, charging violation of this Ordinance and demanding that the Owner of the property or the Occupant thereof, or both be punished as herein provided.

SECTION 10. The County of Kendall shall prosecute all complaints of violation of this Ordinance.

SECTION 11. All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed.

SECTION 12. This Ordinance shall take effect and be in full force and effect from and after the date of its passage, approval and publication as provided by law.

PASSED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF KENDALL,
STATE OF ILLINOIS, THIS 9TH DAY OF JULY, A.D., 1968.

*A signed copy of this ordinance is available at the Planning, Building and Zoning office.

Matt Asselmeier

From: James Webb
Sent: Thursday, March 28, 2019 4:03 PM
To: Scott Koeppel
Cc: Matt Asselmeier; Leslie Johnson; Matthew G. Prochaska
Subject: RE: Junk and Debris Ordinance
Attachments: 05-47.pdf; Kane County ordinance.pdf

I have been doing some research into the update of the junk and debris ordinance and have determined the board has a few options for how to approach this revision. The existing ordinance was adopted in 1968 and permits the county to levy fines for the improper storage of junk and debris. Given the age of this ordinance, the first option the board has is to adopt a new ordinance which also allows for ticketing and fines, but includes the updated procedure the Illinois Supreme Court requires for ordinance violations (This would be similar to the recently adopted inoperable motor vehicle ordinance.). Section 5-1118 of the Counties Code (55 ILCS 5/5-1118) allows the county board to remove "garbage and debris" from property after notifying the owner and to place a lien on the property for the expense. Therefore, the board also has the option of adding a disposal procedure to the junk and debris ordinance. Finally, we found Ordinance 05-47, which prohibits burning, hazardous waste disposal, and other public health nuisances (attached). Kane County has a similar ordinance (also attached) which also incorporates prohibitions against junk storage. So, the county also has the option of amending the 2005 ordinance to include junk and debris or adopting a comprehensive ordinance, possibly similar to Kane County's, which covers all prohibited burning, dumping, trash accumulation, etc. in the county's unincorporated areas. Once the PBZ committee determines what content they want in the ordinance, our office can assist in compiling the terms into the proper format and drafting the enforcement procedure. Please let us know how the PBZ committee wishes to proceed.

James A. Webb
Assistant State's Attorney
Kendall County, Illinois
807 W. John Street
Yorkville, Illinois 60560
630-553-4157

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From: Matt Asselmeier
Sent: Thursday, March 14, 2019 3:09 PM
To: Leslie Johnson <ljohnson@co.kendall.il.us>
Cc: Scott Koeppel <skoeppel@co.kendall.il.us>; Matthew G. Prochaska <mprochaska@co.kendall.il.us>; Brian Holdiman <BHoldiman@co.kendall.il.us>
Subject: FW: Junk and Debris Ordinance

Leslie:

PUBLIC HEALTH NUISANCE ORDINANCE
KENDALL COUNTY, ILLINOIS

No. 05-47

Pertaining to refuse disposal, open burning, and public health nuisances within the
County of Kendall, Illinois

WHEREAS pursuant to Illinois Compiled Statutes, Chapter 55, Section 5/5-1052, the Kendall County Board finds it necessary to adopt an ordinance regulating the storage and handling of refuse, open burning, and other activities detrimental to the public health, welfare, and safety of the inhabitants of the County;

NOW THEREFORE BE IT ORDAINED by the Board of Kendall County that the following rules and regulations within this ordinance be hereby adopted for all unincorporated areas of Kendall County:

INCORPORATED OR REFERENCED MATERIALS: Latest version of the Environmental Protection Act (415 ILCS 5)

SECTION 1: DEFINITIONS

Agricultural Operation – any operation devoted to a bona fide production of crops, animal, or fowl; including but not limited to the production of fruits and vegetables of all kinds; meat, dairy, poultry, and fish products; nuts, tobacco, nursery and floral products, and the production and harvest of products of silviculture activity.

Enforcement Officer - means that person or persons designated by the Kendall County Board and the Kendall County Board of Health to enforce this Ordinance.

Garbage – any accumulation of waste resulting from the handling, processing, preparation, cooking, and consumption of food or produce.

Health Authority – the Director of Environmental Health of Kendall County or his/her designated agent.

EPA – Illinois Environmental Protection Agency

Noxious – Detrimental to one's health.

Public Health Nuisance – any condition considered harmful to person(s) or property, or which may be hazardous to the public health. A public health nuisance is one that has far reaching effects. It has the ability to affect the health, safety, or welfare of the public in general.

Refuse – all solid wastes, excluding bodily wastes, including garbage, rubbish, dead animals, abandoned automobiles, discarded appliances, and solid manufacturing and industrial wastes.

Rubbish – combustible and non-combustible waste, except garbage, including but not limited to rags, old clothes, scrap metal, glass, cement, paper, raw (untreated) scrap lumber, card board, and similar materials.

Stagnant Water – standing, motionless water, devoid of natural mosquito predators and parasites, that persists for seven days or more.

Vermin – collectively noxious, troublesome and disease-transmitting small animals such as rodents and insects such as cockroaches, flies, lice, mosquitoes, etc.

Yard Waste – any waste generated as the result of tree trimming, lawn mowing, gardening, leaf raking, and other yard activities and consisting of branches, brush, grass clippings, leaves, sod, hedge trimmings and other plant waste from yard and garden sources.

SECTION 2: REFUSE – STORAGE AND DISPOSAL

- A. It shall be unlawful to cause, or allow to cause, the dumping of any refuse on any public or private land, unless such dumping occurs at an IEPA permitted disposal site.
- B. It shall be unlawful to collect or accumulate refuse, offal, animal carcasses, tires, abandoned vehicles, and other materials which could potentially be a harborage for mosquitoes, rodents, or other vermin, or which may impose a physical hazard to the public, with the exception of normal storage of manure or machinery on a farm for agricultural purposes.

SECTION 3: OPEN BURNING/INCINERATION

- A. Open burning of garbage, as herein defined, is prohibited except at those facilities which have been issued a permit to incinerate garbage by the IEPA, and only when such burning is done in a manner which complies with all rules adopted by the IEPA for lawful burning.
- B. The open burning of leather, rubber, carpets, furniture, plastic, tires, and all other toxic materials as defined by the IEPA is prohibited at all times in the County except at facilities which have been issued a permit to burn such material by the IEPA and only when the burning at said facility is done in a manner which complies with all rules adopted by the IEPA for the lawful burning of such material as defined by the IEPA.
- C. In the areas where burning is permitted, open burning of yard waste is only permitted on the property which it was generated, subject to the following conditions:

1. Atmospheric conditions allow for ready dispersal of contaminants.
2. Open burning is prohibited on "Code Red" or "Ozone Action" alert days as determined by the IEPA.
3. The burning does not create visibility hazards on roadways, tracks, or airfields.
4. Burning is not done within 20 feet of any building or structure.
5. Burning is supervised until the fire is extinguished, and a hose or fire extinguisher is readily available.
6. The material to be burned is clean and dry.
7. The material does not contain varnish, paint, finishes, or other chemicals which would cause toxic emissions when burned, as per Section III (B) herein.

SECTION 4: DECLARED PUBLIC HEALTH NUISANCES

The following, except in conjunction with standard farming practices, and standard road work practices on county and township roads, are hereby declared general nuisances when affecting the health and well being of persons residing within Kendall County or adversely affecting the property of county residents.

- A. To cause or allow to cause the deposit of any animal carcass, offal, or other noxious or potentially hazardous material in any lake, pond, stream, well, common sewer, waterway, street or public highway.
- B. To cause or permit the pollution of any well, cistern, spring, underground water source, stream, lake, canal or other body of water by sewage or industrial wastes, or any other substance considered hazardous to the public health.
- C. All buildings, walls, or other structures which have been damaged by fire or have become dilapidated, rundown, or decayed and are so situated as to endanger the safety of the public or provide a possible harborage for rodents, insects, and other vermin.
- D. Dense smoke, vapors, gas, dust, soot, cinders, or other airborne particles, or offensive and lingering odors in unreasonable or toxic quantities.
- E. To maintain any kennel, stable, barn, coop, pen, yard, or other place where animals, including pets, are kept in an unsanitary condition which leads to noxious conditions or provides a harborage for insects and other vermin.
- F. To cause or allow for the impoundment and stagnation of water which produces offensive odors, harbor vermin, or promote the breeding of disease causing vermin in residential areas of the county.

SECTION 5: RIGHT TO FARM

In order to limit the circumstances under which agricultural operations may be deemed to be a nuisance, especially when nonagricultural land uses are initiated near existing agricultural operations, no agricultural operation or any of its appurtenances shall be considered a nuisance, public or private, if such operations are conducted in accordance with existing best management practices and comply with existing laws and regulations of the State of Illinois (Farm Nuisance Suit Act, 740ILCS 70/) and local ordinances. The exemptions specified in this section shall not apply whenever a nuisance results from the negligent or improper operation of any agricultural operation or its appurtenances, nor shall these exemptions supercede any restrictions or requirements of farming operations set forth in any other county regulations.

SECTION 6: ENFORCEMENT AND PENALTIES

A. Authorization to enter premises – The Enforcement Officer is hereby authorized to make the necessary inspections to obtain compliance with this ordinance. For the purpose of making such inspections, the enforcement officer is hereby authorized to request entry to any property at any reasonable time upon reasonable notice, for the purpose of determining compliance with this ordinance. Refusal of right to entry shall be cause for the enforcement officer to seek the permission of the court for right of entry.

B. Notice to Abate – Upon investigation of the nuisance complaint by the enforcement officer, if he/she determines that a nuisance does exist, he/she shall issue a written notice to abate the nuisance condition within a reasonable amount of time to be determined by the Health Authority. A follow-up inspection will then be made in an effort to ensure that compliance has been achieved. Depending on the nature and conditions of the violation(s) and/or responsible party, a series of follow-up inspections may be necessary to achieve total compliance. However, a final date by which all violations are to be fully resolved shall be established and adhered to.

If it is determined that the condition constitutes an immediate and serious threat to the health and safety of the population, the enforcement officer may approach the court for an immediate abatement order.

C. Failure to Abate Condition – Any person, firm or corporation who violates any of the provisions of this ordinance shall be guilty of an offense punishable by a fine not to exceed \$500 with each week the violation remains uncorrected constituting a separate offense; which penalties shall be assessed in accordance with the terms

and provisions of the applicable ordinances and codes established by the County Board regarding the creation of a Code Hearing Unit charged with the enforcement and administrative adjudication of violations to the provisions of this and all other applicable codes and ordinances of the County unless otherwise provided by law.

SECTION 7: ANNUAL REVIEW OF THE PUBLIC HEALTH NUISANCE ORDINANCE

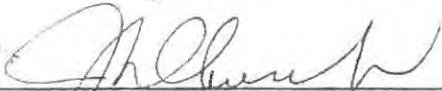
- A. In an effort to evaluate the efficacy of the Kendall County Public Health Nuisance Ordinance, the Kendall County Health Department shall prepare and present to the Kendall County Board no later than the first regular board meeting of each calendar year a report describing the previous year's public health nuisance complaint and investigation activity. Said report shall include yet not be limited to the numbers and types of public health nuisance complaints received and investigated by the Health Department, and the number of complaints resulting in legal action taken by means of the Kendall County Code Hearing Unit Ordinance and/or the Kendall County State's Attorney's Office.

PUBLIC HEALTH NUISANCE ORDINANCE, KENDALL COUNTY ILLINOIS,
APPROVED AND RECOMMENDED BY THE KENDALL COUNTY BOARD OF
HEALTH THIS 16TH DAY OF August 2005.



President, Kendall County Board of Health


PUBLIC HEALTH NUISANCE ORDINANCE, KENDALL COUNTY ILLINOIS,
APPROVED AND ADOPTED BY THE KENDALL COUNTY BOARD THIS 16TH
DAY OF AUGUST 2005.



Chairman, Kendall County Board

Ayes - 7
Nays - 2
Abstain - 0

Attest:



Kendall County Clerk

Counties Code
§ 5-1118 ⇒ County can
remove debris from private
property

Article 15 NUISANCES AND PROPERTY MAINTENANCE

15-1: DEFINITIONS:

As used in this chapter, the following terms shall be defined as indicated in this section, unless the context clearly requires otherwise:

AGRICULTURAL PURPOSES: The growing, developing, processing, conditioning, or selling of farm crops and farm seeds, truck garden crops, animal and poultry husbandry, apiculture, aquaculture, dairying, floriculture, horticulture, nurseries, tree farms, sod farms, pasturage, viticulture, and wholesale greenhouses when such agricultural purposes constitute the principal activity on the land.

AUTHORIZED REPRESENTATIVE: Any duly sworn deputy of the Kane County Sheriff's Office, Environmental Management Officer, Zoning Officer, Building Officer, or Health Officer.

BRUSH: Dry tree trunks, limbs, branches, and twigs.

BUILDING: Any rigid structure which is designed, used or intended for the support, enclosure, shelter, or protection of persons, animals, or other property and which is permanently affixed to the land.

CEREMONIAL FIRE: An outdoor fire larger than three feet by three feet by three feet (3' x 3' x 3') which is used for entertainment purposes as part of a specifically scheduled public or private event and excludes leaves, grass or shrubbery clippings or cuttings.

COMPOST: A humuslike product derived from the process of composting.

COMPOSTING: An aboveground microbial process that converts organic waste to soil or mulch by decomposition of material through an aerobic process that requires adequate oxygen and moisture.

COUNTY: The County of Kane, State of Illinois.

COUNTY BOARD: The County Board of Kane County, Illinois.

DWELLING: A building or portion thereof designed or used exclusively for residential occupancy, including single-family dwellings, two-family dwellings, multiple-family dwellings and apartment hotels, but not including hotels, motels, trailer coaches or mobile homes.

DWELLING UNIT: Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities that are used, or intended to be used, for living, sleeping, cooking and eating.

EXTERMINATION: The control and elimination of insects, rodents or other pests by eliminating their harborage places, by removing or making inaccessible materials that may serve as their food, by poisoning, spraying, trapping, or by any other recognized and legal method of pest elimination approved by the Health Officer.

FOWL: Birds belonging to one of two (2) biological orders, namely the gamefowl or landfowl (Galliformes) and the waterfowl (Anseriformes).

GARBAGE: Organic waste resulting from the preparation, processing, handling and storage of food and all decayed or spoiled food from any source whatsoever.

GRASS: All vegetative ground cover located within a yard excluding noxious weeds.

GUINEA FOWL (AGELASTES, NUMIDA, GUTTERA, ACRYLLIUM): An African bird related to pheasants and marked by a bare neck and head and slaty plumage speckled with white.

HOBBY ANIMALS: Any animal used for hobby, racing, show or recreational purposes.

HUMAN WASTES: Food and byproducts of metabolism which are passed out of the human body.

INFESTATION: The presence within a building of any insects, rodents, vermin or other pests.

INOPERABLE MOTOR VEHICLE OR TRAILER: Any motor vehicle, tractor, all-terrain vehicle (ATV), boat, camping trailer, motor home, snowmobile, motorcycle, minibike, from which, for more than fourteen (14) days, the engine, wheels or other parts have been removed, or on which the engine, wheels or other parts have been altered, damaged or otherwise so treated that the vehicle is incapable of being driven or operated under its own motor power. For the purpose of this chapter, the term "inoperable motor vehicle or trailer" includes any motor vehicle, trailer, semitrailer or pole trailer which is not currently registered, if the Illinois Vehicle Code would prohibit operation of the vehicle or trailer upon a highway without registration.

JUNK: Defined as, but not limited to, car parts, scrap metal, furniture, appliances, equipment, glass, paper irrespective of whether these materials may be reused.

JUNK VEHICLE: Any stripped, junked and/or wrecked motor vehicle not in good and safe operating condition.

LANDSCAPE WASTE: All accumulations of grass or shrubbery cuttings, leaves, flowers, and weeds.

MANURE: Stable bedding and excrement of all domestic animals and fowl.

NOXIOUS: Detrimental to one's health or property.

NOXIOUS WEED: An annual, biennial, or perennial plant propagated by seed or vegetative parts, as listed in the Illinois Noxious Weed Rule, which is injurious to public health, crops, livestock, land, or other property. Noxious weeds as identified by the Illinois Noxious Weed Rule shall include the following:

- A. Marihuana (*Cannabis sativa* L.);
- B. Canada thistle (*Cirsium arvense*);
- C. Perennial sowthistle (*Sonchus arvensis*);
- D. Musk thistle (*Carduus nutans*);
- E. Perennial members of the sorghum genus, including johnsongrass (*Sorghum halepense*), sorghum alnum, and other johnsongrass X sorghum crosses with rhizomes; and
- F. Kudzu (*Pueraria labata*).

NUISANCE: Any condition considered harmful to person(s) or property, or which may be hazardous to the public health. A condition that has the ability to affect the health, safety, or welfare of the public in general.

OCCUPANT: Any individual living or sleeping in a building, or having possession of space within a building.

OWNER: Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the State, County or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PEA-FOWL (PAVO CRISTATUS, PAVO MUTICUS, AFROPAVO CONGENSIS): The peacock or pea hen, large terrestrial pheasants.

POULTRY: Domesticated birds or rabbits, or both, dead or alive, capable of being used for human food.

PRAIRIE PLANTS: Any one of eight hundred fifty one (851) species of plants defined as a prairie plant by the Illinois plant information network maintained by the Illinois Natural History Survey. This list may be found at <http://www.inhs.illinois.edu/~kenr/prairieplants.html>.

RECREATIONAL FIRE: An outdoor fire for warmth, cooking for human consumption or temporary nonceremonial purposes where the fire is not larger than three feet by three feet by three feet (3' x 3' x 3') and excludes leaves, grass or shrubbery clippings or cuttings.

REFUSE: Ashes, sweepings, manure, dead animals, privy or cesspool contents or litter.

RODENTS: An animal of the order Rodentia, including, but not limited to, mice, rats, squirrels, chipmunks, gophers, porcupines, beavers, prairie dogs and groundhogs.

ROOSTER: A male chicken.

RUBBISH: Combustible and noncombustible waste material, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, cans, metals, mineral matter, glass, crockery, and dust from similar materials.

STRUCTURE: Anything erected, the use of which requires a location on or in the ground, or attached to something having a location on or in the ground.

TENANT: A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

VACANT DWELLING: A dwelling which is lacking habitual presence of human beings who have a legal right to be on the premises, or at which substantially all lawful business operations or residential occupancy has ceased, or which is substantially devoid of content. In determining whether a dwelling is vacant, it is relevant to consider, among other factors, the percentage of the overall square footage of the dwelling and the presence of rental or for sale signs on the property; provided that a residential property shall not be deemed vacant if it has been used as a residence by a person entitled to possession for a period of at least three (3) months within the previous nine (9) months and a person entitled to possession intends to resume residing at the property.

VERMIN: Roaches, bedbugs, fleas, lice, termites, mosquitoes, flies or similar pestlike insects.

YARD: An open space on the same lot with a structure.

YARD WASTE: Any waste generated as the result of tree trimming, lawn mowing, gardening, leaf raking, and other yard activities and consisting of branches, brush, grass clippings, leaves, sod, hedge trimmings and other plant waste from yard and garden sources.

Other definitions as stated in rules and regulations that are referenced in this chapter shall apply. (Ord. 10-186, 6-8-2010, eff. 7-1-2010; Ord. 12-83, 4-10-2012, eff. 6-15-2012; Ord. 17-190, 7-11-2017, eff. 7-11-2017)

15-2: PROPERTY MAINTENANCE PROCEDURES AND NUISANCES DECLARED:

It is hereby declared that any of the following activities and/or conditions are nuisances, when not conducted in accordance with this chapter and are unlawful when conducted or allowed to exist on property located within the County, but outside the corporate limits of any city or village therein; whether conducted, allowed, suffered or permitted by the owner, tenant, and/or other occupant thereof (it being the intent of this chapter to make all such persons jointly and severally liable for compliance herewith):

A. Exterior Property Areas:

1. Noxious Weeds: To keep, maintain or grow noxious weeds or other vegetation which creates a health or safety hazard to the public. Excluded from the provisions of this subsection are prairie plants, lands or portions of any lands located in a public nature area, and any property owned or leased by a unit of government. All noxious weeds are to be removed from property.
2. Overgrown Residential Yard: To allow vegetation defined as grass to exceed twelve inches (12") in height on a residential use parcel located within the county. Excluded from the provisions of this subsection are prairie plants.
3. Depositing Of Junk, Trash Or Refuse: To deposit or allow to be deposited offal, fecal matter, night soil, garbage, junk, trash, refuse or other offensive substances upon public or private property, or to permit such objects to remain upon such property.
4. Storage Of Junk, Trash Or Refuse: To keep or store junk, trash and refuse on property. Without limiting the generality of the foregoing, "junk, trash and refuse" is defined herein to include any and all waste matter, whether reusable or not, which is offensive to the public health, safety and welfare of the neighborhood, and is specifically intended to include, but not to be limited to, trucks, tractors, machinery of any kind, any parts thereof, iceboxes, refrigerators, freezers, stoves, metal drums or other containers, paper, construction debris and raw garbage irrespective of whether or not such objects are located on the property of the owner or bailee of such objects. This subsection shall not apply to refuse disposal facilities regulated by the state, the county, or any municipality of the state.
5. Throwing Or Depositing Offal: To throw or deposit any offal or other offensive matter, or the carcass of any dead animal, in any watercourse, lake, pond, spring, well, sanitary sewer, storm sewer, easement, street or public highway.
6. Household Garbage: To place household garbage in any outside container so that the household garbage is accessible to animals. Further, it shall be a nuisance and unlawful to place garbage or trash out for collection more than twenty four (24) hours before the scheduled pick up time.
7. Manure And Garbage: To accumulate manure, rubbish, garbage, refuse, junk vehicles, human and industrial, noxious or offensive waste, except the normal storage on a farm of manure for agricultural purposes. Normal storage for agricultural purpose is considered to be two hundred sixteen (216) cubic feet per acre (for example, a 6 x 6 x 6 accumulation).
8. Offensive Garbage Containers: To allow privies, vaults or garbage cans which are offensive and which are not flytight, vermin and rodent proof, or do not comply with the requirements of this chapter.
9. Accumulations Of Yard Waste: To allow yard waste to remain upon property for more than seven (7) days after generation.
10. Mosquito Breeding Site: To permit conditions upon property that allow for the potential

breeding of disease causing organisms, such as the Culex species mosquito responsible for West Nile virus. Excluded from the provisions of this subsection are lands or portions of any lands located in a public nature area, or any property owned or leased by a unit of government.

11. Composting:

- a. A compost pile may be no larger than one hundred twenty five (125) cubic feet (for example, 5 x 5 x 5).
- b. Compost may consist of yard waste, straw, fruit and vegetable scraps, coffee grounds, or eggshells generated from the site on which the compost is located. Commercially available ingredients specifically designed to speed or enhance decomposition are allowed.
- c. Composting of woody yard waste, meat, bones, fat, oil, whole eggs, dairy products, unshredded branches or logs, weeds heavily laden with seeds, plastics, synthetic fibers, human or pet wastes, diseased plants, or any other garbage or refuse is not allowed.
- d. Materials must be contained in a bin that may be constructed of wood, wire mesh, or a combination of wood and wire, or in commercially fabricated compost bins. Only one structure is allowed per lot. Structure must not exceed one hundred twenty five (125) cubic feet (for example, 5' x 5' x 5') in volume. Maximum height is five feet (5').
- e. Compost structures must be placed at least five feet (5') from property line (35 feet if property line is also a street line) and no closer than forty feet (40') to any habitable building other than the resident's home.
- f. Residents are required to use standard compost practices, which include providing adequate air circulation to prevent combustion. Composting that includes prohibited material is considered a public health nuisance.
- g. Equine waste may, however, be composted in accordance with all Illinois department of agriculture regulations. Such composting of equine waste is only allowed in areas where the Kane County zoning ordinance permits keeping of horses. It is not the intent of this section to prohibit farmers or gardeners from incorporating bovine or equine waste into the soil for fertilizer.

12. Dumping:

- a. To dump, deposit, throw, discard, leave or cause or permit the dumping, or depositing or discarding or leaving of litter upon any public or private property in this county, or upon any river, lake, pond, stream or any body of water.
- b. There shall be no dumping as described in subsection A12a of this section unless:
 - (1) The property has been designated by a local unit of government as a proper litter disposal site, and the litter is disposed of on that property in accordance with the applicable rules and regulations of the state pollution control board.

- (2) The person is the owner or tenant in lawful possession of the property or has first obtained the consent of the owner or tenant in lawful possession, or the act is done under the personal direction of the owner or tenant and does not create a public health, safety, nuisance or fire hazard and the litter is placed into a receptacle or other container intended by the owner or tenant in lawful possession of that property for the deposit of litter.
 - (3) The person is acting under the direction of proper public officials during special cleanup days.
 - (4) The person is lawfully acting to or reacting to an emergency situation where health or safety is threatened, and removes and properly disposes of such litter when the emergency situation no longer exists.
 - c. To dump, deposit, throw, discard or otherwise dispose of litter from any motor vehicle upon any public road, upon any public or private property or into any river, lake, pond, stream or body of water in this county.
13. Burning Of Garbage: To burn garbage, refuse or rubbish outdoors with the exception of landscape waste and brush as permitted.
14. Construction Materials: Outdoor storage of lumber or other building materials, construction vehicles, or construction equipment, not in connection with a permitted building project in progress on the immediate premises is prohibited. Outdoor storage of lumber or other building materials, construction vehicles, or construction equipment in connection with a permitted building project in progress on the immediate premises is prohibited after twelve (12) months from the commencement of construction.
15. Parking: To park any vehicle, tractor, all-terrain vehicle (ATV), boat, camping trailer, motor home, snowmobile, motorcycle, minibike, trailer used for hauling in the front yard, back yard, corner yard, side yard or any additional area of a lot or parcel of land situated between the public right of way and any residence or accessory building or structure located therein, except that parking is permitted in an area duly improved (meaning a gravel, asphalt or concrete area) for parking purposes and the parking of noncommercial vehicles is permitted in a driveway. Duly improved surfaces must be contiguous to the main driveway accessed from the street.
16. Inoperable Motor Vehicles Or Trailers: To park any inoperable motor vehicle or trailer, tractor, all-terrain vehicle (ATV), boat, camping trailer, motor home, snowmobile, motorcycle, or minibike on public or private property, unless on the premises of a duly licensed business engaged in the wrecking or junking of motor vehicles.
 - a. Any motor vehicle, which is not currently registered when state statute requires registration for driving on public roads.
 - b. This chapter shall not apply to any motor vehicle that is kept within a building when not in use, to operable historic vehicles over twenty five (25) years of age kept within a building when not in use, or to a motor vehicle on the premises of a place of a duly licensed business engaged in the wrecking or junking of motor vehicles.
17. Uncompleted Yard: To allow the exterior yard areas to be in an uncompleted condition,

except that the exterior yard areas may be in an uncompleted condition for no more than twelve (12) months after the commencement of construction of a permitted building or site development project, or a landscaping project not requiring a permit. Areas seeded with grass and/or showing signs of nonweed growth shall be considered completed.

B. Open Burning:

1. To cause or allow any open, unattended or uncontrolled burning of any materials, other than landscape waste or brush, in violation of the following regulations and restrictions.
2. To cause or allow any open or uncontrolled burning of landscape waste or brush in violation of the following regulations and restrictions. Any and all burning in the unincorporated areas of the county shall be in accordance with the restrictions enumerated below:
 - a. The open burning of landscape waste shall only occur on the property upon which the landscape waste or brush was generated. The burning of any materials other than landscape waste and brush is prohibited.
 - b. The following restrictions upon the open burning of landscape waste or brush on the property upon which it was generated shall prevail:
 - (1) Burning is permitted only on sunny days between ten o'clock (10:00) A.M. and three o'clock (3:00) P.M.
 - (2) Burning is not permitted when the wind is in excess of ten (10) miles per hour.
 - (3) Burning is not permitted within twenty feet (20') of any building, structure or property line.
 - (4) Burning is not permitted when it is determined and announced by the Kane County health department that inversion conditions or an ozone alert exist.
 - (5) Burning is not permitted of any material other than dry landscape waste or brush.
 - (6) Burning is not permitted on public or private roads, alleys, sidewalks or easements.
 - (7) All open burning must be supervised until the fire is extinguished.
 - (8) A fire extinguisher or garden hose or water source shall be available at the burning site.
 - (9) A burn pile may not exceed two hundred sixteen (216) cubic feet (for example, a 6 x 6 x 6 accumulation).
 - (10) It is the responsibility of the individual conducting the burning and the owner of the property to satisfactorily determine that all conditions upon burning as noted above are complied with during any burning.
 - c. The terms and provisions of this chapter shall not apply to any burning of landscape waste for purposes of habitat reclamation or firefighter training.

(1) Property owner and/or the person conducting a prairie burn must:

(A) Notify the Kane County health department when the prairie burn will take place and when the burn has concluded. The Kane County health department may be contacted at 630-444-3040.

(B) Notify the appropriate fire protection district or fire department when the prairie burn will take place and when the burn has concluded.

(C) Follow all standard restrictions.

(2) Prairie burns permitted by the Illinois environmental protection agency are exempted from this provision.

- d. The terms and provisions of this chapter shall not apply to the burning of brush for purposes of domestic fireplaces or cooking or external fireplaces, or to self-contained outdoor wood burning devices or fireplaces.
- e. The terms and provisions of this chapter shall not apply to the open burning of brush for purposes of recreational fires.
- f. The terms and provisions of this chapter shall not apply to the open burning of brush for purposes of ceremonial fires provided that notice of any ceremonial fire has been given to the fire protection district or fire department serving the area where the fire is to take place and a permit has been obtained from the Kane County health department. Failure to obtain a permit from the Kane County health department prior to conducting a ceremonial fire utilizing brush shall be deemed a violation of this chapter. Failure to notify the applicable fire protection district or fire department and obtain permission prior to conducting a ceremonial fire utilizing brush shall be deemed a violation of this chapter.
- g. Effective January 1, 2003, the open burning of landscape waste and/or other materials, with the exception of brush, is prohibited in the unincorporated areas of Kane County. The aforesaid date limitations and the aforesaid prohibition shall not apply to residential property currently located within the geographical areas currently defined by any of the following ZIP code areas, as established by the U.S. postal service on the effective date hereof: 60109, 60119, 60140, 60142, 60144, 60147, 60151, 60178, 60182, 60511, and 60554, unless or until such time as the state of Illinois expands its vehicle emission testing program to include any of the aforesaid ZIP code areas. Upon the state of Illinois expanding its vehicle emission testing program to include any such ZIP code area, this prohibition shall automatically apply to the area included in the vehicle emission testing program. Any and all open burning within the aforementioned ZIP code areas shall comply with the restrictions enumerated in subsections B2a and B2b of this section.

C. Noise:

1. Construction Noise: To perform or allow to be performed construction, repair or remodeling work where the noise from such can be heard from a distance of one

hundred feet (100') or more from the source of the noise between nine o'clock (9:00) P.M. and six o'clock (6:00) A.M. Monday through Friday and on Saturdays and Sundays and legal holidays between nine o'clock (9:00) P.M. and eight o'clock (8:00) A.M.

2. **Vehicular Noise:** Notwithstanding any other provision of this code, to operate or permit operation of any sound amplification system in a vehicle or on property, or to operate off road vehicles, including, but not limited to, off highway motorcycles, minibikes, all-terrain vehicles (ATVs), snowmobiles or other like or similar vehicles, on private property where the noise from such vehicle or activity is such as to unreasonably disturb, injure or endanger the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity; and when after written or verbal warning from law enforcement personnel the owner or operator fails to cease and desist from such operation or activity between the hours of nine o'clock (9:00) P.M. and seven o'clock (7:00) A.M. The terms "motorcycles", "off road motorcycles", and "all-terrain vehicles" shall have the same meaning as in the Illinois motor vehicle code. "Snowmobile" shall have the same meaning as in the Illinois snowmobile registration and safety act.
3. **Lawn Equipment And Tools:** To perform lawn mowing or utilize power or nonpower tools between the hours of nine o'clock (9:00) P.M. and seven o'clock (7:00) A.M.
4. **Raucous Noise:** To make, continue, create or cause to be made or continued any loud or raucous noise.
5. **Harsh, Prolonged Or Unusual Noise:** To make, continue, create or cause to be made or continued any noise which is harsh, prolonged, unnatural, or unusual in time or place as to occasion unreasonable discomfort to any persons within the neighborhood from which the noise emanates or as to unreasonably interfere with the peace and comfort of neighbors or their guests or operators or customers in places of business, or as to detrimentally or adversely affect such residences or places of business.
6. **Violations Of Illinois Motor Vehicle Code:** Any violation of section 12-602 of the Illinois motor vehicle code.
7. **Modifications To Equipment:** Removal or modification of adequate sound suppression equipment as set forth in section 4-1(E) of the snowmobile registration and safety act.
8. **Factors To Determine:** Factors for determining whether a sound is unreasonably loud or raucous may include, but are not limited to, the following:
 - a. The proximity of the sound to sleeping facilities, whether residential or commercial;
 - b. The land use, nature and zoning of the area from which the sound emanates and the area where it is received or perceived;
 - c. The time of day the sound occurs;
 - d. The duration of the sound;
 - e. Whether the sound is recurrent, intermittent, or constant;
 - f. Proof of violation of this subsection shall not require the use of any decibel meter or

other measuring device.

9. Free Speech: Nothing herein shall be construed as preventing the lawful exercise of the right of free speech protected by the Constitutions of the United States or the State of Illinois.
10. Agricultural Noise: Excluded from the provisions of this subsection is noise generated by agricultural equipment on land zoned and used for agricultural purposes and work performed for or on behalf of a public body.
11. Motorcycles: Nothing herein shall be construed as a limitation on the operation of duly registered motorcycles as defined in the Illinois Motor Vehicle Code.

D. Animals And Infestations:

1. Collection Of Carcasses: To allow the carcass of any animal or any offal, filth or noisome substance to be collected, deposited or to remain in any place, to the prejudice of others. To allow to remain carcasses of dead animals or any part of decaying animal matter, not buried or destroyed or collected within twenty four (24) hours after death.
2. Housing Of Animals Or Fowl: To house animals or fowl fifteen feet (15') from the property line adjacent to residences, schools, hospitals, public buildings, playgrounds, parks and other places, if said animals create sanitary or health problems to persons or property in close proximity to them.
3. Housing Of Hobby Animals: To house any animal used for hobby, racing, show or recreational purposes fifteen feet (15') from the property line adjacent to residences, schools, hospitals, public buildings, playgrounds, parks and other places if said animals create nuisance, sanitary or health problems to persons or property in close proximity to them.
4. Housing Of Roosters, Pea-Fowl And Guinea Fowl: To house roosters, pea-fowl and guinea fowl on properties less than five (5) acres in size unless permitted by the Kane County zoning ordinance, as amended from time to time, or permitted by a variance granted according to the provisions of the Kane County zoning ordinance.
5. Insects, Vermin, Rodents And Other Pests: To allow an infestation of insects, vermin, rodents or other pests. Every owner of a property, building or structure shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises whenever infestation is caused by failure of the owner to maintain the property, building or structure in rodentproof or reasonable insectproof condition. Furthermore, whenever infestation exists in the shared or public parts of any property, building, or structure, extermination shall be the responsibility of the owner. However, every occupant of a building unit shall be responsible for extermination within the building unit when such occupant is responsible for the infestation.

E. Structures:

1. Dangerous Structures: To allow any building, mobile home, shed, fence or other

manmade structure to exist which is hazardous to public health because of its condition, faulty construction or lack of proper repair. Any structure not secured against entry by persons or animals shall be considered dangerous.

2. Inside Refuse Storage And Disposal: To place, leave, dump or accumulate any garbage, rubbish or other refuse in any building or structure.
3. Building Exterior: To allow a building exterior to be in poor repair, structurally unsound, contain unsanitary conditions, to be fully or partially in a state of uncompleted construction after twelve (12) months from the commencement of construction, or to pose a threat to the public health, safety or welfare. The following standards shall apply to existing buildings:
 - a. General: The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
 - b. Protective Treatment: All exterior surfaces, including, but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Removal of lead based paint to follow State and Federal laws.
 - c. Premises Identification: Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be arabic numerals or alphabet letters. Numbers shall be a minimum of four inches (4") (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Single occupancy buildings with rural fire numbers may use the sign provided by the fire protection district to satisfy this requirement if the sign is clearly visible at the street. Multiple-tenant buildings must additionally have suite letters that conform to the above standards.
 - d. Structural Members: All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
 - e. Foundation Walls: All foundation walls shall be maintained free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.
 - f. Exterior Walls: All exterior walls shall be free from holes, breaks, and loose or rotting materials and be maintained weatherproof.
 - g. Roofs And Drainage: All roofing and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

- h. Decorative Features: All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
 - i. Overhang Extensions: All overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts shall be maintained in good repair and properly anchored so as to be kept in a sound condition.
 - j. Stairways, Decks, Porches And Balconies: Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
 - k. Chimneys And Towers: All chimneys, cooling towers, smokestacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair.
 - l. Handrails And Guards: Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
 - m. Window, Skylight, Door And Frames: Every window, skylight, door and frame shall be kept in sound condition, good repair and weathertight. Operable windows required for ventilation shall have fitted screens.
 - n. Glazing: All glazing materials shall be maintained free from cracks and holes.
 - o. Doors: All exterior doors, door assemblies and hardware shall be maintained in good condition.
 - p. Basement Hatchways: Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.
 - q. Guards For Basement Windows: Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.
 - r. Vehicular Doors: Vehicular openings which were originally designed and constructed with a closing door shall continue to be maintained in operating condition and able to be fully closed.
 - s. Furniture On Porches, Accessory Structures, Yards And Landings: Household furniture such as sofas, stuffed chairs and mattresses, which are not designed to withstand the elements and outdoor use, shall not be permitted to be placed on porches, accessory structures, yards and landings. Such furniture may provide a location where insects, rodents or other vermin may breed or may reasonably be expected to breed. This section shall not prohibit the storage of such household furniture on a totally enclosed porch having a roof, walls, screens or glass windows.
4. Accessory Structures: To allow an accessory structure to a residential, commercial or nonagricultural use, including, but not limited to, detached garages, sheds, gazebos, decks, platforms, fences and walls to be in poor repair, structurally unsound, contain unsanitary conditions or to pose a threat to the public health, safety or welfare. The

following standards shall apply to existing accessory structures:

- a. General: Accessory structures shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
 - b. Structural Members: All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
 - c. Foundation Walls: All foundation walls shall be maintained free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.
 - d. Exterior Walls: All exterior walls shall be free from holes, breaks, and loose or rotting materials and be maintained weatherproof.
 - e. Roofs And Drainage: All roofing and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.
 - f. Window, Skylight, Door And Frames: Every window, skylight, door and frame shall be kept in sound condition, good repair and weathertight.
 - g. Doors: All exterior doors, door assemblies and hardware shall be maintained in good condition.
 - h. Vehicular Doors: Vehicular doorways shall have closing doors.
5. Pools: All inground pools, aboveground pools, spas and hot tubs and their barriers including fences, self-closing and self-latching gates, heights, covers and alarms shall be maintained in working order, in a clean and sanitary condition, and in good repair. Water must be maintained in a clean and sanitary condition or be completely drained. Pools that have been abandoned or are not in an operable state of condition must be removed.
6. Uncompleted Buildings And Accessory Structures: The following standards shall apply to fully or partially uncompleted buildings and accessory structures:
- a. General: The exterior of a structure as determined on the plans which were submitted in order to obtain the building permit shall be completed within twelve (12) months of the commencement of any new construction, addition, alteration or repair, so as not to pose a threat to the public health, safety or welfare.
 - b. Protective Treatment: All exterior surfaces, including, but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be completed within twelve (12) months of the commencement of construction and thereafter maintained in good condition.
 - c. Stairways, Decks, Porches And Balconies: Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be completed within twelve (12)

months of the commencement of construction and thereafter be maintained in a structurally sound condition and in good repair, with proper anchorage and capable of supporting the imposed loads.

- d. Vehicular Doors: Vehicular openings which are designed and constructed with or for having a closing door shall be completed within twelve (12) months of the commencement of construction and continue to be maintained in operating condition and be able to be fully closed.
- e. Pools: All inground pools, aboveground pools, spas and hot tubs and their barriers including fences, self-closing and self-latching gates, heights, covers and alarms shall be completed within twelve (12) months of the commencement of construction and shall thereafter be maintained in working order, in a clean and sanitary condition, and in good repair. Water in all pools, spas, and hot tubs must be maintained in a clean and sanitary condition or be completely drained. Pools that have been abandoned or are not in an operable state of condition must be removed within twelve (12) months.

F. Vacant Dwellings:

1. Notification To County: The owner of record or any person or entity with an interest of record (hereafter collectively "owner") of or in any residential dwelling that has become vacant shall within thirty (30) days after the dwelling becomes vacant, or within thirty (30) days after the effective date of this chapter, whichever is later, file a registration statement for each such dwelling with the community development department on forms provided by the community development department for such purposes. The registration shall remain valid for one year from the date of registration. The owner shall be required to annually renew the registration as long as the dwelling remains vacant and shall pay an annual registration fee of fifty dollars (\$50.00) for each registered dwelling; provided, however, that eleemosynary, religious, educational, benevolent or charitable associations and all governmental agencies shall be exempt from the payment of the annual registration fee. The owner shall notify the Community Development Department within twenty (20) days of any change in the registration information by filing an amended registration statement on a form provided by the Community Development Department for such purposes. The registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the County against the owner of the dwelling. Registration of a dwelling in accordance with this section shall be deemed to satisfy the registration requirements set forth in the County ordinances and the notification requirement set forth in the County ordinances. In addition to other information required by the Director of Community Development, the registration statement shall include the name, street address and telephone number of a natural person twenty one (21) years of age or older, designated by the owner as the authorized agent for receiving notices of Code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of such owner in connection with the enforcement of this Code. This person must maintain an office in Kane County, Illinois, or must actually reside within Kane County, Illinois. An owner who is a natural person and who meets the requirement of this subsection as to location of residence or office may designate himself or herself as agent. By designating an authorized agent under the provisions of this section the owner is consenting to receive any and all notices of Code violations

concerning the registered dwelling and all process in any court proceeding or administrative enforcement proceeding brought to enforce Code provisions concerning the registered dwelling by service of the notice or process on the authorized agent. Any owner who fails to register a vacant dwelling under the provisions of this section shall further be deemed to consent to receive, by posting at the dwelling, any and all notices of Code violations and all process in an administrative proceeding brought to enforce Code provisions concerning the dwelling.

2. **Responsibilities Of Owner Or Manager:** The owner of any dwelling that has become vacant, and any person maintaining, operating or collecting rent for any dwelling that has become vacant shall, within thirty (30) days, do the following: a) enclose and secure the dwelling; b) maintain the dwelling in a secure and closed condition until the dwelling is again occupied or until repair or completion of the dwelling has been undertaken.
3. **Rules And Regulations To Be Promulgated:** The County may issue rules and regulations for the administration of this subsection. These rules may designate board up materials and methods which must be used when securing a dwelling so that the boarding is reasonably incapable of being removed by trespassers or others acting without the dwelling owner's consent.
4. **Inspection Report Required:** Each vacant dwelling registered herein shall be inspected periodically as required by the County, but not less than annually. The dwelling owner shall, at the owner's expense, submit an inspection report to the County. The report shall be prepared by a duly licensed company or individual. The report must include comments on the condition of the property, the exterior of all structures and the interior of the dwelling. (Ord. 10-186, 6-8-2010, eff. 7-1-2010; Ord. 12-83, 4-10-2012, eff. 6-15-2012; Ord. 17-190, 7-11-2017, eff. 7-11-2017)

15-3: EXEMPTIONS:

- A. The terms and provisions of this chapter shall not apply to any parcel which is both zoned and used for any agricultural purpose.
- B. The terms and provisions of this chapter shall not apply to structures which were exempt from the provisions of the County building regulations as an agricultural use structure when originally erected and continue to be used for agricultural purposes. Structures which were exempt from the provisions of the County building regulations as an agricultural use structure when originally erected but which are currently used for nonagricultural purposes or are vacant or abandoned are not exempt from the terms and provisions of this chapter. (Ord. 10-186, 6-8-2010, eff. 7-1-2010)

15-4: RIGHT OF ENTRY:

The Code official is authorized to enter the structure or premises at reasonable times to inspect subject to constitutional restrictions on reasonable searches and seizures. If entry is refused or not obtained, the Code official is authorized to pursue recourse as provided by law.

(Ord. 10-186, 6-8-2010, eff. 7-1-2010)

15-5: ENFORCEMENT:

A. Notice Of Violation: Whenever a nuisance is found to exist within the County, any authorized representative shall give written notice to the owner and/or occupant of the property upon which such nuisance exists or upon the person allowing, causing or maintaining the nuisance. The notice of violation under the provisions of this section shall contain:

1. The location of the violation.
2. A description of what constitutes the violation.
3. A statement of acts necessary to abate or correct the violation.
4. A date by which the violation must be abated or corrected to avoid further legal action.

B. Complaint: In the event the owner or occupant of the property upon which such nuisance exists has failed within the prescribed time to abate such nuisance, then an authorized representative shall file a complaint pursuant to the processes and methods prescribed by chapter 2, article IX, "Administrative Adjudication", of this code. Any authorized representative may issue a complaint against the owners, lessees and/or occupants of said property or the persons responsible for causing the nuisance charging a violation of any section or subsection of this chapter. Such complaint may seek any and all applicable relief available at law or in equity including, but not limited to, abatement of the nuisance, fines or injunctive relief. Issuance of a notice of violation shall not be a precondition to the filing of a complaint. (Ord. 10-186, 6-8-2010, eff. 7-1-2010)

15-6: FINES:

The fine for a violation of any subsection of this chapter shall not exceed five hundred dollars (\$500.00). Each day a violation exists constitutes a separate offense. (Ord. 10-186, 6-8-2010, eff. 7-1-2010)

15-7: CLEANUP:

- A. If the owner, agent, occupant or tenant of any premises or lot neglects or fails to abate a declared nuisance after due notice and time specified by the authorized representative, the authorized representative may request a private hauler to remove such materials and the expense incurred shall be billed to the owner, agent, occupant or tenant.
- B. If the owner, agent, occupant or tenant of any premises or lot neglects or fails to exterminate any infestations of vermin or rodents after due notice and time, as specified by the

authorized representative, the authorized representative may cause such vermin or rodents to be exterminated and the expense incurred shall be billed to the owner, agent or occupant.

- C. If the charge for cleanup or extermination remains unpaid, it shall be made a special lien against the property at the next tax roll. Such lien shall be such notice to all persons from the time of its recording, and shall bear interest at the legal rate thereafter until satisfied. (Ord. 10-186, 6-8-2010, eff. 7-1-2010)

15-8: RELIEF FROM PERSONAL RESPONSIBILITY:

- A. The authorized representative charged with the enforcement of this chapter while acting for Kane County and in good faith and without malice shall not thereby render himself liable personally, and is hereby relieved from all personal liability for any damage that may occur to persons or property as a result of any act required or permitted in the discharge of official duties.
- B. Any suit instituted against the authorized representative because of an act performed by him in the lawful discharge of duties and under provisions of this chapter, shall be defended by the legal representative of Kane County until the final termination of the proceedings.
- C. In no case shall the authorized representative be liable for cost in any action, suit, or proceedings that may be instituted in pursuance of the provisions of this chapter.
- D. The authorized representative, acting in good faith and without malice, shall be free from liability for acts performed under any provisions of this chapter or by reason of any act or omission in the performance of his official duties in connection thereto. (Ord. 10-186, 6-8-2010, eff. 7-1-2010)

Matt Asselmeier

From: James Webb
Sent: Wednesday, April 3, 2019 11:09 AM
To: Matt Asselmeier
Cc: Leslie Johnson; Eric Weis; Scott Koeppel
Subject: Ordinance enforcement

Matt:

As we discussed, in preparing the updated junk and debris ordinance, I reviewed the other ordinances PBZ enforces (stormwater management, subdivision control, zoning) and discovered the enforcement provisions of those ordinances are not very consistent or reference inapplicable procedures. For example, the section 16.00 of the stormwater ordinance states violations "shall be processed in the manner prescribed for all other ordinance violations as established by the County Board." As far as I know, there is no such "prescribed manner" that has been adopted by the County Board. Therefore, the PBZ committee may wish to consider a revision of the violation procedures for those ordinances PBZ enforces. I see a couple ways this can be approached. One, each ordinance is revised with its own enforcement provisions, while attempting to make those provisions as consistent with each other as possible. Two, the board adopts a single enforcement ordinance which states that it is generally applicable to all ordinances PBZ enforces. This second approach, while likely possible, is not the cleanest method because each ordinance takes its legal basis from a different provision of the Counties Code, which might contain different enforcement requirements. Therefore, any one-size-fits-all approach would have to be very broad in order to comply with the different Counties Code provisions. As far the zoning ordinance is concerned, a separate amendment is likely still necessary because the text amendment process has certain statutory steps which must be followed. If the committee wishes to pursue these revisions, our office can help with the specifics. Otherwise, I can finish the preparation of the junk and debris ordinance with an enforcement procedure similar to the one contained in the inoperable motor vehicle ordinance. If Chairman Prochaska wants to discuss these issues further, I would be happy to do so.

Please let me know if there are any questions.

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2017 VIOLATIONS

Violation	Name	Parcel #	Address	Subdivision	Description	Opened	Follow up	PBZ	Closed	SAO
V17-001	VOID									
V17-002	Randy Fowler	01-28-252-001	1203 W. South Street	Caquelin's Sub	Abandoned Struc	12/7/2016			1/18/2018	
V17-003	March & Lisa Schulz	03-04-278-041	146 Heathgate Rd	Boulder Hill	Inoperable Vehic	1/25/2017			2/7/2017	
V17-004	Meyers/Presnell	03-04-255-010	119 Heathgate Rd	Boulder Hill	Inoperable Vehic	12/7/2016			11/18/2017	
V17-005	Stevenson	02-13-429-004	15 Clark Avenue	Owner's	Occupied Rec. V	12/19/2016			1/4/2017	
V17-006	Ramiro Guzman	09-04-300-002	McKanna Rd		Fill in Floodplain	1/10/2017			8/17/2017	
V17-007	Maria Ramirez	03-07-276-002	15 Shell Court	Marina Terrace	Inop Vehicles & F	1/17/2017			8/17/2017	
V17-008	Steven Odermatt	03-04-255-012	123 Heathgate Rd	Boulder Hill	Inoperable Vehic	1/25/2017			2/6/2017	
V17-009	George Olmstead	06-02-201-002	27 Oswego Plains Dr	Oswego Plains S	Remodeling w/o	1/31/2017			4/18/2017	
V17-010	Fed Home Ln Mortg	01-03-353-010	35 Earl Street	Stainfield	Junk & Debris/ Ir	2/7/2017			3/21/2017	
V17-011										
V17-012	Gomez Salvador	09-27-200-004	2511 Wildy Rd		Bus w/o Prop Zc	3/11/2017			8/17/2017	
					Permit/Sign Ord Violation/ Poss.					
					Zoning Ordinance Violation					
V17-013	Leroy Richmond	02-10-227-004	61 W. Larkspur	Willowbrook	Unsecured struc	3/11/2017			3/21/2017	
V17-014	Two Star Enterp., LLC	02-06-400-006			Stormwater Viol	3/13/2017			8/17/2017	
V17-016	Aguirre, Marciana	03-12-203-001	12 Council Ave		Remodeling w/o	3/10/2017			8/17/2017	
V17-017	Daugherty, Richard	03-27-401-001	4520 Douglas Rd	Ring Neck	Inoperable Vehic	3/13/2017			5/7/2017	
V17-018	Wargo, Craig & Susan	03-04-477-038	80 Springdale Ln	Boulder Hill	Junk & Debris	3/14/2017			3/30/2017	
V17-019	Fitzgerald, Richard	03-08-326-008	75 Century Dr	Wormley Estates	Inoperable Vehic	3/20/2017			4/12/2017	
V17-020	Ballines, Noe	03-08-227-008	54 Codorus Rd	Boulder Hill	Junk & Debris	3/24/2017			4/12/2017	
V17-021	Coyne	09-24-100-001	15200 Ridge Road	Clark's	Operating Bus. w	3/20/2017			4/10/2017	
V17-022	Montano	03-15-251-002	2450 Wolf Road		Operating Bus. w	3/31/2017			8/29/2017	
V17-023	LaSalle Natl Bank	02-19-400-006	11443 Route 34		Junk & Debris/Ur	3/20/2017			4/2/2018	
V17-024	Jimenez	03-08-280-006	12 Cebold Drive	Boulder Hill	Non-Permitted A	4/10/2017			5/12/2017	
V17-025	Murray	03-31-427-001	38 Eagle View Lane	Reservation Heig	Remodeling w/o	4/27/2017			5/2/2017	
V17-026	CAN NOT LOCATE									
V17-027	Kelley, Craig & Renee	09-22-400-003	2100 Bell Road		Junk & Debris/In	4/11/2017			8/17/2017	
V17-028	Pugsley, Mary	03-04-380-001	106 Circle Drive East	Boulder Hill	Trailer parked in	5/11/2017			5/23/2017	
V17-029	Matile, Dennis	03-09-152-006	230 Boulder Hill Pass	Boulder Hill	Trailer parked in	5/11/2017			6/6/2017	
V17-030	Daum, Andrew	05-02-201-005	6111 Audrey Ave	Rose Hill	Inoperable Vehic	5/15/2017			6/6/2017	
V17-031	Garcia, Luis	03-04-478-005	51 Springdale Rd	Boulder Hill	Repair Bus./ Veh	5/31/2017			6/20/2017	
V17-032	SL Enterprises	03-04-430-008	164 Tealwood Rd	Boulder Hill	RV Parked in Frc	6/1/2017			6/21/2017	
V17-033	Gonzalez	06-13-300-004	609 Wheeler Rd		Party Business	6/1/2017			8/25/2017	
V17-034	Berger, Richard	04-08-200-015	7428 Oakbrook Rd		2 homes on R-1	6/1/2017			8/29/2017	
V17-035	Pepple	03-04-431-004	57 Sonora Dr	Boulder Hill	Bus Operating in	6/9/2017			8/17/2017	

2017 VIOLATIONS

V17-036	CAN NOT LOCATE																		
V17-037	Temes	02-35-382-008	5812 Danielle Lane				Fields Of Farm C								6/8/2017				8/17/2017
V17-038	Memming	03-32-328-005	8 Crestview Drive				Crestview Wood								6/9/2017				8/17/2017
V17-039	Ramon Ramirez	03-08-277-031	33 Fieldpoint Rd				Boulder Hill								6/20/2017				8/4/2017
V17-040	McDonald	08-14-200-003	14207 Church Rd												6/23/2017				7/17/2017
V17-041	Hernandez	03-05-476-012	10 Clay Street				Boulder Hill								7/12/2017				8/4/2017
V17-042	Hrvatn, Arthur	01-19-476-006					Hrvatn								7/12/2017				8/10/2017
V17-043	First American Bank	05-18-226-002	8115 E. Highpoint Rd				Tucek-Oak Grov								7/27/2017				4/2/2018
V17-044	Davis, Carlos & Tracy	09-23-400-006	15875 Ridge Road												8/7/2017				11/13/2017
V17-045	Greenslade	03-09-152-021	18 Ridgfield Rd				Boulder Hill								8/9/2017				1/18/2018
V17-046	Scull, Enoch	01-16-427-001					Meierbrook								8/14/2017				8/29/2017
V17-047	Friel, Steven	03-08-253-012	20 Ashlawn				Boulder Hill								8/14/2017				9/29/2017
V17-048	Evans, Eun	03-05-428-015	10 Hampton Rd				Boulder Hill								8/9/2017				8/29/2017
V17-049	Shockerland Co.	02-28-252-027	9316 Route 34				Boulder Hill								8/14/2017				8/29/2017
V17-050	Beery	01-35-284-001	13040 River Road				Minnetonka Sprin								8/17/2017				12/7/2017
V17-051	Villesenor, Emmanuel	03-08-230-003	34 Old Post Road				Boulder Hill								9/8/2017				9/26/2017
V17-052	Schanz	03-04-454-017	67 Saugatuck Rd				Boulder Hill								9/11/2017				10/18/2017
V17-053	Paxton	03-04-455-001	56 Saugatuck Rd				Boulder Hill								9/18/2017				11/4/2017
V17-054	Szchinski	03-04-355-004	8 Saugatuck Rd				Boulder Hill								VOID				10/10/2017
V17-055	Nataly Perez	03-35-376-005	1481 Plainfield Rd				Boulder Hill								Running Landscap				6/19/2018
V17-056	Moran	03-04-476-019	93 Longbeach Rd				Boulder Hill	Inoperable Vehic							10/11/2017	9/10/2018			9/14/2018
V17-057	Larsen	03-08-276-002	6 Old Post Rd				Boulder Hill	Prohibited Parkin							10/18/2017				11/14/2017
V17-058	Hernandez	05-16-300-005	9850 Ament Rd					Structure Built w							10/24/2017				4/2/2018
V17-059	Christensen	04-16-204-007	8255 Fox River Rd				Millbrook	Remodeling with							10/30/2017				11/4/2017
V17-060	Walper	04-16-126-001	8025 Whitfield Rd				Millbrook	Possible occupie							10/30/2017				11/13/2017
V17-061	Hernandez	03-12-203-011	29 Gastville Rd				Gastville Acreage	Running a Landsc							10/30/2017				11/13/2017
V17-062	Bemister	05-09-152-001	33 Bonnie Lane				Williams	Fence placed in t							11/13/2017				11/27/2017
V17-063	Amstadt	02-35-380-001	7796 Madeline Dr				Fields Of Farm C	Prohibited Parkin							11/17/2017				12/15/2017
V17-064	Alvarez	02-35-431-010	5748 Audrey Ave				Fields Of Farm C	Inoperable Vehid							11/17/2017				12/7/2017
V17-065	Biesterfeld	05-06-127-001	42 W. Fox Glen Drive				Fox Glen	Shed being built							11/21/2017				11/30/2017
V17-066	Merchants Ntl Bank	03-18-403-015	5375 Route 34					Occupying B-2 c							11/27/2017				12/11/2017
V17-067	Karen Coonley	03-04-428-001	162 Heathgate Rd				Boulder Hill	Shed being built							11/29/2017				12/14/2017
V17-068	Johnson	05-02-101-002	324 Austin				Fields of Farm C	Illegal Trailer Par							11/28/2017				12/7/2017
V17-069	Commonwealth Edison	03-07-251-001	Commerce Drive					Illegal Dumping /							11/30/2017				1/16/2018
V17-070	Melrose Holdings I LLC	03-07-177-004	Commerce Drive					Illegal Dumping /							11/30/2017				1/18/2018
V17-071	Stephens	04-16-251-009	7 Sherman St.				Village of Millbro	Shipping containe							11/30/2017				1/23/2018
V17-072	Alcala	03-04-355-001	190 Boulder Hill Pass				Boulder Hill	Inoperable Vehid							11/20/2017	X			3/14/2018

2018 VIOLATIONS

g\sc	Violation	Name	Parcel #	Address	Subdivision	Description	Opened	Follow up	PBZ	SAO	Closed
V18-	V18-001	Bilek/Derevianko	01-34-300-008	14824 Millhurst Rd		Storage Containers	12/12/2017	1/14/2019			1/15/2019
V18-	V18-002	Romero/Rios	03-05-229-002	20 Fernwood	Boulder Hill	Pool w/o fencing & Junk and Debris	12/12/2017	4/1/2018			5/2/2018
V18-	V18-003	Stradal	03-04-380-008	32 Saugatuck Rd	Boulder Hill	Junk & Debris on Trailer	12/19/2017				3/1/2018
V18-	V18-004	Hutchings	03-04-380-002	20 Saugatuck Rd	Boulder Hill	Inoperable Vehicle	12/19/2017	5/1/2018			4/26/2018
V18-	V18-005	Hornbaker	03-04-377-018	31 Saugatuck Rd	Boulder Hill	Prohibited Parking	12/19/2017				1/15/2018
V18-	V18-006	Gonzalez	03-09-152-019	14 Ridgefield	Boulder Hill	Inoperable Vehicle	1/25/2018	5/7/2018			5/21/2018
V18-	V18-007	Rod	08-02-300-008	7775 Plattville Rd		Sunroom built w/o Permit	2/1/2018				2/8/2018
V18-	V18-008	Jordan	03-04-480-011	130 Saugatuck Rd	Boulder Hill	Prohibited Parking - Boat in yard	2/8/2018				3/7/2018
V18-	V18-009	Petersen	03-04-454-015	63 Saugatuck Rd	Boulder Hill	Inoperable Vehicle	2/8/2018	4/16/2018			4/13/2018
V18-	V18-010	Hafenrichter	03-03-352-003	138 Saugatuck Rd	Boulder Hill	Prohibited Parking - Rec. Vehicle	2/8/2018				2/13/2018
V18-	V18-011	Ring	06-02-177-007	1551 Cherry Rd	Oswego Plains	Landscaping Bus in R3 Zoning	2/15/2018	5/11/2018	Matt		11/1/2018
V18-	V18-012	Stradal	03-04-380-008	32 Saugatuck Rd	Boulder Hill	Inoperable Vehicle	3/1/2018	3/16/2018			3/16/2018
V18-	V18-013	Straudacher Fam Tr	02-21-200-014	9155 Kennedy Rd		Stormwater Violation	3/8/2018				3/28/2018
V18-	V18-014	Lakewest Builders	04-16-378-003	15749 Sumner Ct	Est. of Millbrook	Stormwater Violation	2/20/2018		Matt		5/30/2018
V18-	V18-015	Schleining	02-06-300-010;003	790 Eldamain Rd		Fence Violation	3/19/2018	10/29/2018		8/17/2018	
V18-	V18-016	Cusimano, Kesselfing	02-34-151-003	90 Quinsey Rd	Nelson Quinsey	Junk & Debris	3/26/2018	4/27/2018			5/4/2018
V18-	V18-017	Hart	03-09-155-012	7 Circle Ct	Boulder Hill	Inoperable Vehicle & Junk & Debris	3/27/2018	5/31/2018	Brian		6/19/2018
V18-	V18-018	Old 2nd Natl Bank	02-34-151-005	82 Quinsey	Nelson Quinsey	Shed falling down/Junk & Debris	3/27/2018	4/34/18			4/26/2018
V18-	V18-019	Schanz	03-04-454-017	67 Saugatuck	Boulder Hill	Prohibited Parking of Truck	3/27/2018	5/31/2018			6/19/2018
V18-	V18-020	Biever	03-09-102-003	204 Boulder Hill Pass	Boulder Hill	Prohibited Parking of Trailer	3/27/2018				5/2/2018
V18-	V18-021	Beyer	03-09-108-007	140 Circle Dr E	Boulder Hill	Prohibited parking of Trailer	3/27/2018	5/1/2018			4/26/2018
V18-	V18-022	VOID									
V18-	V18-023	Ybarra	03-05-276-021	29 Aldon Rd	Boulder Hill	Junk & Debris/ Inoperable Vehicle	3/29/2018	5/31/2018		7/17/2018	
V18-	V18-024	Douglas	03-05-430-025	54 S. Bereman	Boulder Hill	Junk & Debris	4/11/2018	5/25/2018			7/18/2018
V18-	V18-025	Alkhazraji	03-09-104-002	212 Boulder Hill Pass	Boulder Hill	Inoperable Vehicle	4/13/2018	4/27/2018			5/2/2018
V18-	V18-026	Perez	03-09-103-002	22 Cayman Dr	Boulder Hill	Prohibited parking - Trailer	4/13/2018	5/13/2018			5/10/2018
V18-	V18-027	Min	03-04-479-015	69 Eastfield Rd	Boulder Hill	Illegal Pkg on non approved surface	4/23/2018	5/7/2018			5/27/2018
V18-	V18-028	Bautista	03-04-476-032	75 Springdale Rd	Boulder Hill	Illegal Pkg on non approved surface	4/23/2018	5/31/2018			6/19/2018
V18-	V18-029	Fehrle	03-04-477-037	78 Springdale Rd	Boulder Hill	Illegal Pkg on non approved surface	4/23/2018	5/7/2018			5/21/2018
V18-	V18-030	Wargo	03-04-477-038	80 Springdale Rd	Boulder Hill	Illegal Pkg on non approved surface/ Junk & Debris	4/23/2018	5/30/2018			6/19/2018
V18-	V18-031	VOID									
V18-	V18-032	Shachtay	03-04-477-019	81 Paddock St	Boulder Hill	Illegal Pkg on non approved surface	4/24/2018	11/19/2018			11/20/2018
V18-	V18-033	Muniz	09-18-300-016	Brisbin Rd		Landscaping Bus IN A1/ Junk & Debris	4/30/2018	12/1/2018			12/3/2018
V18-	V18-034	Bravo	03-08-227-032	15 Old Post Rd	Boulder Hill	Prohibited parking on grass	5/3/2018	5/17/2018			5/21/2018
V18-	V18-035	Marmolejo	03-08-253-007	10 Ashlawn	Boulder Hill	Prohibited parking of trailer	5/3/2018	5/17/2018			5/21/2018
V18-	V18-036	Guddendorf	03-04-303-010	2 Marnel Rd	Boulder Hill	Inoperable Vehicle	5/3/2018	5/17/2018			5/21/2018
V18-	V18-037	Baustian	05-03-200-005	8510 Hilltop		Junk & Debris	5/4/2018	5/18/2018			5/24/2018
V18-	V18-038	Higgins	05-02-125-001	7686 Audrey Dr	FOFC	Prohibited Parking of Trailer(s)	5/4/2018	5/18/2018			7/18/2018
V18-	V18-039	Cargle	09-13-300-002	920 Route 52		Accessory Bldg Built w/o Permit	5/4/2018	5/18/2018			6/5/2018
V18-	V18-040	AP4F, LLC	03-04-427-017	159 Heathgate Rd	Boulder Hill	Junk & Debris/ Illegal Boat Parking	5/23/2018	6/6/2018			6/19/2018
V18-	V18-041	Stradal	03-04-380-008	32 Saugatuck Rd	Boulder Hill	Prohibited parking of RV	5/31/2018	6/15/2018			6/19/2018
V18-	V18-042	Sutphin	03-09-105-004	118 Circle Dr. East	Boulder Hill	Inoperable Vehicle	5/31/2018	6/15/2018			6/19/2018
V18-	V18-043	Amwoz	03-09-155-021	303 Boulder Hill Pass	Boulder Hill	Inoperable Vehicle	5/31/2018	6/15/2018			6/19/2018
V18-	V18-044	Amstadt	02-35-380-001	7796 Madeline Dr	FOFC	Prohibited Parking of RV	5/31/2018	6/18/2018			6/19/2018
V18-	V18-045	Chicago Title Land	02-35-381-008	5896 Fields Dr	FOFC	Illegal Boat parking	6/5/2018	6/19/2018			6/19/2018
V18-	V18-046	Wolgast	02-13-479-003	19 Center Dr	Riverview Hts	Multiple Violations	6/14/2018	8/3/2018			9/4/2018
V18-	V18-047	US Bank Trust Ntl Assn	03-08-303-006	107 Dolores St	Boulder Hill	Junk & Debris	6/14/2018	6/28/2018			7/5/2018

2018 VIOLATIONS

V18-048	Greenslade	03-09-152-021	18 Ridgfield Rd	Boulder Hill	Prohibited RV Parking	6/26/2018	7/29/2018		8/1/2018
V18-049	Hornbaker	03-04-377-018	31 Saugatuck Rd	Boulder Hill	Prohibited Boat Parking	6/26/2018	10/1/2018		10/9/2018
V18-050	Smith	03-05-404-026	152 Boulder Hill Pass	Boulder Hill	Multiple Violations	6/26/2018	8/13/2018		8/15/2018
V18-051	Stone	05-07-101-004	10 Hillview Ct	Pavillion Hts	Inoperable Vehicle	7/5/2018	7/19/2018		8/1/2018
V18-052	Sullivan	05-07-101-002	20 Hillview Ct	Pavillion Hts	Illegal Discharge of Sump	7/5/2018	7/19/2018		7/10/2018
V18-053	Gates	02-27-151-008	4401 Tuma Rd	Kenny	Junk & Debris	7/9/2018	7/23/2018		7/25/2018
V18-054	Velazquez	01-20-352-018	84 Woodland Dr	Sugarbrook	Stormwater Violation	7/10/2018	11/5/2018	Matt	11/6/2018
V18-055	Elliott	04-16-128-001	8055 Whitfield Rd	Vil of Millbrook	Burning of Landscaping Bus. Debris	7/10/2018	7/24/2018	Matt	10/2/2018
V18-056	Vasquez	03-05-278-028	1 Knollwood Dr	Boulder Hill	Camper not on approved surface	7/11/2018	10/27/2018	Matt	11/13/2018
V18-057	Keivanfar	03-08-153-031	2500 Light Rd #105	Deer Run Condos	No Permit - Remodeling	7/13/2018	9/21/2018		12/3/2018
V18-058	Johnson	03-04-354-006	68 Hampton Rd	Boulder Hill	Chickens not allowed in R-6	7/17/2018	7/31/2018		8/1/2018
V18-059	Stradal	03-04-380-008	32 Saugatuck Rd	Boulder Hill	Prohibited Boat Parking	7/17/2018	7/31/2018		7/31/2018
V18-060	Zack	03-05-476-020	15 Codorus Rd	Boulder Hill	Prohibited Boat Parking (2)	7/18/2018	9/17/2018		9/17/2018
V18-061	Gonzalez	03-09-152-019	14 Ridgfield	Boulder Hill	Prohibited trailer parking	7/18/2018	8/13/2018		8/15/2018
V18-062	Quinn	02-35-413-019	5805 Audrey Ave	FOFC	Prohibited trailer parking	7/18/2018	8/1/2018		8/1/2018
V18-063	Montano	03-15-251-002	2450 Wolf Rd		Landscape Business w/o Zoning	7/18/2018	8/1/2018		8/2/2018
V18-064	Decker	03-09-108-005	136 Circle Dr E	Boulder Hill	Prohibited Parking	7/26/2018	4/23/2019		
V18-065	Machado	03-04-329-012	31 Whitney Way	Boulder Hill	Multiple Violations	7/26/2018	8/9/2018		8/22/2018
V18-066	Nunez	02-24-300-003	6725 Route 71		Business w/o Proper Zoning	7/30/2018	HOLD 12/21/18	Matt	1/15/2019
V18-067	Otto	03-04-151-007	56 Fernwood Rd	Boulder Hill	Prohibited parking on grass	7/31/2018	8/14/2018		8/22/2018
V18-068	Butz	03-04-305-023	16 Wyndham Dr	Boulder Hill	Junk & Debris	8/1/2018	9/28/2018		10/31/2018
V18-069	Nanninga	03-03-351-009	135 Saugatuck	Boulder Hill	Inoperable Vehicle	8/14/2018	9/17/2018		9/17/2018
V18-070	Eipers	01-29-151-008	4350 Sandy Bluff Rd		Pool&Pool House built w/o Permit	8/14/2018	8/28/2018		8/28/2018
V18-071	Perez	03-09-103-002	22 Cayman Dr	Boulder Hill	Pool w/o Permit	8/23/2018	9/6/2018		9/6/2018
V18-072	Coonley	03-04-428-001	162 Heathgate Rd	Boulder Hill	Multiple Violations	8/23/2018	9/20/2018		10/31/2018
V18-073	Bozarth	03-04-478-031	72 Eastfield Rd	Boulder Hill	Prohibited RV Parking	8/28/2018	9/11/2018		10/31/2018
V18-074	Greenslade	03-09-152-021	18 Ridgfield Rd	Boulder Hill	Prohibited Boat Parking	8/28/2018	9/11/2018		9/17/2018
V18-075	Navarro	03-12-100-009	1026 Harvey Rd.		Multiple Violations	9/4/2018	12/26/2018	Matt	12/18/2018
V18-076	Com Ed	03-12-100-001			Multiple Violations(V18-075)	9/4/2018	12/26/2018	Matt	12/18/2018
V18-077	Martinez	03-12-100-004	1038 Harvey Rd.		Zoning Violation	9/6/2018	12/14/2018	Matt	12/18/2018
V18-078	American Elm	03-04-277-022	2 Pendleton Pl	Boulder Hill	Multiple Violations	9/11/2018	9/25/2018		9/26/2018
V18-079	DuVail & Paulette	03-04-277-042	40 Afton Dr.	Boulder Hill	Inoperable Vehicle	9/11/2018	10/1/2018		10/31/2018
V18-080	Hughes	03-04-277-041	38 Afton Dr	Boulder Hill	Inoperable Vehicle	9/11/2018	11/5/2018		12/3/2018
V18-081	Saleem Mohammed	03-07-230-007	3 Dolphin Ct	Marina Terrace	Junk & Debris	9/13/2018	9/27/2018		9/27/2018
V18-082	BLEDI SULO LLC	05-21-300-006	9513 Walker Rd		Inoperable Vehicle & Pkg Non approv surface	9/13/2018	11/23/2018		11/20/2018
V18-083	Anderson	06-13-176-003	508 W. Rt. 126		Stormwater Violation	10/2/2018	11/1/2018	Matt	
V18-084	Allen	03-04-376-040	52 Sierra Rd.	Boulder Hill	Junk & Debris	10/2/2018	11/23/2018		11/20/2018
V18-085	Haggemeier	03-04-477-002	99 Longbeach Rd	Boulder Hill	3 Inoperable Vehicles	10/2/2018	10/16/2018		10/17/2018
V18-086	Marmolejo	03-08-253-007	10 Ashlawn	Boulder Hill	Prohibited Parking	10/3/2018	10/27/2018		10/29/2018
V18-087	Greenslade	03-09-152-021	18 Ridgfield Rd	Boulder Hill	Prohibited Parking	10/3/2018	10/27/2018	Matt	11/13/2018
V18-088	Smith	03-05-404-026	152 Boulder Hill Pass	Boulder Hill	Multiple Violations	10/3/2018	10/17/2018		10/16/2018
V18-089	Rife	03-31-452-006	5 Ottawa Ct.	Na-Au-Say	Prohibited Parking	10/4/2018	12/1/2018		12/4/2018
V18-090	Moran	03-05-426-018	8 Greenbriar Rd	Boulder Hill	Inoperable Vehicle	10/9/2018	12/14/2018		12/19/2018
V18-091	Stradal	03-04-380-008	32 Saugatuck Rd	Boulder Hill	Inoperable Vehicle	10/9/2018	10/23/2018		10/23/2018
V18-092	Haefner	02-14-252-002	147 W. Rickard Dr.	Lynwood	Inoperable Vehicles	10/9/2018	11/1/2018		11/1/2018
V18-093	Undesser	02-15-177-006	2480 B Bristol Rdg Rd		Inoperable Vehicles	10/9/2018	11/2/2018		12/3/2018
V18-094	Camacho	03-05-476-011	9 Clay Ct.	Boulder Hill	Inoperable Vehicle	10/16/2018	10/30/2018		10/29/2018
V18-095	CT&T	03-08-278-009	4 Culver Rd.	Boulder Hill	Multiple Violations	10/16/2018	10/30/2018		10/29/2018
V18-096	Akers	03-04-379-002	55 Longbeach Rd.	Boulder Hill	Junk & Debris	10/22/2018	1/20/2019		1/15/2019

2018 VIOLATIONS

V18-097	Ortiz	03-09-104-009	63 Old Post Rd	Boulder Hill	Illegal Home Occupation/Commercial Vans	11/7/2018	12/3/2018		12/3/2018
V18-098	Stukas	03-05-428-002	29 Circle Drive E	Boulder Hill	Inoperable Vehicle	11/7/2018	11/21/2018		11/13/2018
V18-099	Auer	02-06-400-005	West Beecher Rd		Stormwater Violation	11/14/2018	12/14/2018	Matt	11/20/2018
V18-100	Schmidt	03-07-252-012	120 Augusta Rd		Junk & Debris	11/14/2018	5/1/2019		
V18-101	Coulouris & Dublin	02-15-177-005	2480 A Bristol Rdg Rd		Multiple Violations	11/19/2018	12/14/2018		12/21/2018
V18-102	Allen	09-04-300-017	3827 Van Dyke Rd		Mobile Home Violation	11/21/2018	5/31/2019	Matt	

2019 VIOLATIONS

Violation	Name	Parcel #	Address	Subdivision	Description	Opened	Follow up	PBZ	SAO	Closed
V19-001	Coonley	03-04-428-001	162 Heathgate Rd	Boulder Hill	Junk & Debris	12/19/2018	1/13/2019			2/21/2019
19-002	Peaslee	03-09-108-011	148 Circle Dr East	Boulder Hill	Zoning Violation - Fence	12/21/2018	2/1/2019			2/21/2019
19-003	Staggs	02-31-477-005	4 Poplar Rd	Foxlawn	Chickens in R-4 Zoning	12/28/2018	1/11/2019			1/11/2019
19-004	Whitlock	03-04-476-035	82 Paddock St	Boulder Hill	Prohibited parking - boat/trailer	1/3/2019	1/18/2019			1/18/2019
19-005	Butz	03-04-476-030	72 Paddock St	Boulder Hill	Prohibited parking - boat/trailer	1/3/2019	2/28/2019			2/28/2019
19-006	Alfaro/Vargas	03-04-477-009	61 Paddock St.	Boulder Hill	Prohibited parking - trailer	1/3/2019	1/18/2019			1/18/2019
19-007	Kubica/Mszal	03-04-376-057	74 Sierra	Boulder Hill	Prohibited pkg com vehicles	1/3/2019	3/28/2019			1/28/2019
19-008	Fletcher	03-03-351-001	63 Sonora Dr	Boulder Hill	Prohibited Motor Home pkg	1/3/2019	1/29/2018			1/18/2019
19-009	Green/Gaither	03-04-329-013	33 Whitney Way	Boulder Hill	Prohibited pkg com vehicle	1/3/2019	1/18/2019			1/18/2019
19-010	Jordan	03-04-480-011	130 Saugatuck	Boulder Hill	Prohibited parking -boat/trailer	1/3/2019	1/18/2019			1/18/2019
19-011	Bravo	03-08-227-032	15 Old Post Rd	Boulder Hill	Multiple Violations	1/3/2019	4/15/2019			1/19/2018
19-012	Machado	03-04-329-012	31 Whitney Way	Boulder Hill	Multiple Violations	1/3/2019	4/15/2019			1/19/2018
19-013	Amador	03-05-404-017	134 Boulder Hill Pass	Boulder Hill	Prohibited parking/surface	1/4/2019	1/29/2019			1/11/2019
19-014	ERB Properties, LLC	09-13-400-006	276 Route 52		Possible Landscape Business	1/10/2019	4/23/2019			
19-015	Sasso	09-36-300-004	660 Holt Rd		Possible Landscape Business	1/10/2019	2/15/2019			2/14/2019
19-016	Hardekopf	03-04-253-010	44 Ingleshire Rd	Boulder Hill	Junk & Debris	1/11/2019	4/15/2019			
19-017	Lozano/Nolasco	03-05-404-023	146 Boulder Hill Pass	Boulder Hill	Illegal parking /Commercial vehicle	2/7/2019	2/21/2019			3/14/2019
19-018	Hagemeyer	03-04-352-021	172 Boulder Hill Pass	Boulder Hill	Prohibited Parking - rec vehicle	2/7/2019	2/21/2019			2/13/2019
19-019	Bodnar	08-29-200-005	16296 Route 47		Junk & Debris	2/28/2019	5/21/2019			
19-020	Kline	03-04-277-017	247 Fernwood Rd	Boulder Hill	Junk & Debris	3/7/2019	3/21/2019			3/22/2019
19-021	Penley	03-04-377-014	73 Sierra Rd	Boulder Hill	Prohibited Parking - Semi Truck	3/11/2019	3/25/2019			3/25/2019
19-022	Flores	08-11-100-014	7701 Plattville Rd		Multiple Violations	3/13/2019	3/27/2019			
19-023	Mayhugh	03-04-377-009	63 Sierra Rd	Boulder Hill	Prohibited Trailer Parking	3/26/2019	4/9/2019			
19-024	Cerbebrus SFR Holdings	03-04-377-015	75 Sierra Rd	Boulder Hill	Prohibited Trailer Parking	3/26/2019	4/9/2019			
19-025	Ruiz	03-03-352-001	132 Saugatuck Rd	Boulder Hill	Prohibited Commercial Vehicle parki	3/26/2019	4/9/2019			
19-026	Hornbaker	03-04-377-018	31 Saugatuck Rd	Boulder Hill	Prohibited Boat Parking	3/27/2019	4/10/2019			
19-027	Espino / Castillo	03-04-351-012	22 Durango Rd	Boulder Hill	Prohibited Semi Parking	3/28/2019	4/11/2019			
19-028	Graham	03-04-306-004	57 Circle Dr E	Boulder Hill	Junk & Debris	3/28/2019	4/11/2019			
19-029	Del Toro	03-04-305-016	52 Circle Dr E	Boulder Hill	Prohibited Trailer Parking	3/29/2019	4/12/2019			

Non Violations 2019

Date	Name	Address	Subdivision	PIN #	Description	Date Inspected	Violation Y/N
12/3/2018	Perez	22 Cayman Dr	Boulder Hill	03-09-103-002	Trailer parked in front yard	1/3/2019	N
12/3/2018	Hurtado	116 Longbeach Rd	Boulder Hill	03-04-408-037	Trailer parked in front yard	1/3/2019	N
12/3/2018	Schanz	67 Saugatuk Rd	Boulder Hill	03-04-454-017	Truck parked on grass/prohibited trailer parking	1/3/2019	N
12/7/2018	Medgyesi	2588 I Rock Creek Rd	Solitude Lakes	01-14-325-003	Build 3 season room w/o permit	1/3/2019	N
12/13/2018	Grogan	14 Maple St	Foxlawn	05-05-103-002	5 Inoperable Vehicles	12/20/2018	N
12/21/2018	Pratt	74 W. Rickard Dr		02-14-428-001	Possible Inoperable Vehicles	1/17/2019	N
12/28/2018	Tapia	99 Clark Ave Oswego	Clark's	02-13-277-003	Trash dumping onto property	1/2/2018	N
1/9/2019	Freda	5724 Minkler Rd		02-36-300-005	Possible Dog Grooming Business	1/12/2019	N
1/9/2019	Benes	2575 Wolfs Crossing Rd		03-15-126-004	Manuer Pile affecting storm drain	1/18/2019	N
2/11/2019	Waldron	8 Shagbark Ln	Foxhurst	04-09-377-002	Possible horses	2/14/2019	N
2/21/2019	Brown	39 Whitney Way	Boulder Hill	03-04-329-016	Possible inoperable vehicle	3/13/2019	N
2/28/2019	Diangikis	7520 Route 34		02-23-202-022	Burn Pile a concern	2/28/2019	N
2/28/2019	Waldron	8 Shagbark Ln	Foxhurst	04-09-377-002	Baby goats in backyard	3/6/2019	N
3/1/2010	Lauderdale	129 Braeburn	Boulder Hill	03-04-407-013	Junk & Debris	3/7/2019	N
3/1/2019	Wilson/Czaska	134 Braeburn	Boulder Hill	03-04-403-018	Junk & Debris	3/7/2019	N
3/7/2019	Lewis	78 N Linden Dr	Meyerbrook	01-16-401-002	Junk & Debris	3/19/2019	N
3/8/2019	Hideaway Lakes	8045 Van Emmon			Raw Sewage	3/8/2019	N- Health Dept.
3/8/2019	Freda	5724 Minkler Rd		02-36-300-005	Possible Dog Grooming Business	3/20/2019	N
3/14/2019	Schanz	67 Saugatuck	Boulder Hill	03-04-454-017	Illegal parking	3/27/2019	N
3/19/2019	Francesconi	7646 Fairway Dr	Whitetail	06-07-402-003	Operating Food Business out of home	3/23/2019	Referred to HD

Permit Summary by Category by Month Kendall County

Permit Category	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
House	1	1	0	0	0	0	0	0	0	0	0	0	0
Garage	1	0	0	1	0	0	0	0	0	0	0	0	0
Accessory Buildings	4	1	1	2	0	0	0	0	0	0	0	0	0
Additions	1	1	0	0	0	0	0	0	0	0	0	0	0
Remodeling	6	0	2	4	0	0	0	0	0	0	0	0	0
Barns/Farm Buildings	4	0	0	4	0	0	0	0	0	0	0	0	0
Signs	2	0	1	1	0	0	0	0	0	0	0	0	0
Swimming Pools	1	0	0	1	0	0	0	0	0	0	0	0	0
Demolitions	4	2	1	1	0	0	0	0	0	0	0	0	0
Change in Occupancy	2	0	1	1	0	0	0	0	0	0	0	0	0
Fire Restoration	3	0	1	2	0	0	0	0	0	0	0	0	0
Generator	2	0	2	0	0	0	0	0	0	0	0	0	0
Solar	4	4	0	0	0	0	0	0	0	0	0	0	0
	35	9	9	17	0	0	0	0	0	0	0	0	0

Merch 2018 - 1 House
21 Permits

YTD 2018 - 4 Houses
44 Permits

Permit Summary by Category
Kendall County

Permit Category	Count	Estimated Cost	Permit Fees	Land Cash
Garage	1	\$73,750	\$336	\$0
Accessory Buildings	2	\$66,000	\$411	\$0
Remodeling	4	\$272,659	\$1,359	\$0
Barns/Farm Buildings	4	\$321,300	\$50	\$0
Signs	1	\$6,465	\$211	\$0
Swimming Pools	1	\$5,891	\$200	\$0
Demolitions	1	\$6,000	\$150	\$0
Change in Occupancy	1	\$0	\$50	\$0
Fire Restoration	2	\$183,201	\$0	\$0
	17	\$935,266	\$2,767	\$0

Permit Approval Date Report
Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number	Owner Name	Property Address	Subdivision	Contractor Name
2/5/2019	012019017	01 House	03-32-326-003	FAZIO JOSEPH & BOWERS TRACY	67 CRESTVIEW DR OSWEGO, IL. 60543	CRESTVIEW WOODS	DJK CUSTOM HOMES INC.
3/13/2019	022019031	02 Garage	01-14-326-005	SECOR LAWRENCE C & DENISE M	2588 D ROCK CREEK RD PLANO, IL 60545-	SOLITUDE LAKES SETTLEMENT	COACH HOUSE OF YORKVILLE
2/5/2019	032019020	03 Accessory Buildings	08-12-127-001	SHARP EDDIE W & GUYLA L	6720 CHICAGO RD YORKVILLE, IL 60560-		BOB LEE
1/4/2019	032019009	03 Accessory Buildings	06-33-300-004	WILSON MICHAEL JEAN & PAMELA	11995 MCKANNA RD MINOOKA, IL 60447-		
3/21/2019	032019035	03 Accessory Buildings	01-05-201-002	HENDERSON ALEX	16469 GALENA RD PLANO, IL 60545-	LITTLE ROCK (ORIGINAL TOWN)	SAME
1/22/2019	042019014	04 Additions	02-23-228-008	SHEEREN PATRICIA J	30 BRISTOL CT OSWEGO, IL 60543-	CHRISTIAN SUB	VAN DUZOR CONSTRUCTION CO., INC.
2/19/2019	052019024	05 Remodeling	09-15-100-007	RUSSELL CHARLES A MADV	2735 ROUTE 52 MINOOKA, IL 60447-		D'AMICO CONCRETE CO
2/25/2019	052019039	05 Remodeling	03-08-103-009	US BANK TRUST NA LSF9 MASTER PART TRUST	103 HARBOR DR OSWEGO, IL 60543-	MARINA TERRACE APARTMENTS	ResiPro
3/20/2019	052019034	05 Remodeling	01-36-100-024	NAUMAN REVOCABLE GRANTOR TRUST	13010 C RIVER RD PLANO, IL 60545-		SAME
3/28/2019	052019040	05 Remodeling	02-21-151-015	KOZLOWICZ ROBERTA	10 AMANDA LN YORKVILLE, IL 60560-	ASHLEY WOODS	ARTISAN ENTERPRISES
2/26/2019	052019025	05 Remodeling	02-26-476-005	KOSKI JAMES E & CAROL ANN	44 OAK CREEK DR YORKVILLE, IL 60560-	OAK CREEK SUB UNIT 2	CLEAN EDGE CONSTRUCTION INC.

Permit Approval Date Report Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number	Owner Name	Property Address	Subdivision	Contractor Name
1/15/2019	062018189	06 Commercial - M Zone	03-07-227-002	UTILITY DYNAMICS CORPORATION	5327 LIGHT ROAD OSWEGO, IL. 60543		CLEARY BUILDING CORP.
3/29/2019	082019041	08 Barns/Farm Buildings	05-32-200-006	KARALES VIRGIL N DEC LIV TR & KARALES DITOLI DECORATIVE	11350 IMMANUEL ROAD YORKVILLE, IL. 60560		
3/25/2019	082019038	08 Barns/Farm Buildings	04-20-300-006	BUDD FARMS LLC	9388 FOX RIVER DR NEWARK, IL 60541-		
3/22/2019	082019036	08 Barns/Farm Buildings	09-07-200-023	FEECE TROY R & SUSAN	13403 GROVE RD MINOOKA, IL 60447-		
3/29/2019	082019042	08 Barns/Farm Buildings	09-09-300-005	CABRAL, FIDENCIO	13724 MCKANNA RD MINOOKA, IL 60447-	BLEUERS SUB	
3/6/2019	092019028	09 Signs	03-05-301-005	KUHN RICHARD	585 ROUTE 31 OSWEGO, IL 60543-		RJ KUHN PLUMBING HEATING & COOLING
2/7/2019	092019022	09 Signs	03-05-401-003	JAMES MARTIN	89 BOULDER HILL PASS MONTGOMERY, IL 60538-		
3/6/2019	122019029	12 Swimming Pools	05-17-202-001	JENDRZEJCZYK MICHAEL SR & RACHEL	106 RONHILL RD YORKVILLE, IL 60560-	RONHILL ESTATES UNIT 2	Advanced Pool Installers
3/1/2019	142019027	14 Demolitions	09-07-200-023	FEECE TROY R & SUSAN	13403 GROVE RD MINOOKA, IL 60447-		TROUTMAN EXCAVATING
2/1/2019	142019018	14 Demolitions	02-16-476-001	STEVE KANNEY	2776 CANNONBALL TRL BRISTOL, IL 60512-		SAME
1/22/2019	142019015	14 Demolitions	01-01-400-002	BARBARA S. SEARS	951 ELDAMAIN RD PLANO, IL 60545-		

Permit Approval Date Report
Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number	Owner Name	Property Address	Subdivision	Contractor Name
1/14/2019	142019013	14 Demolitions	03-12-100-009	NAVARRO SALVADOR			SAME
2/7/2019	172019021	17 Change in Occupancy	03-05-401-003	JAMES MARTIN	89 BOULDER HILL PASS MONTGOMERY, IL 60538-		SAME
2/28/2019	192019026	19 Fire Restoration	03-07-279-001	LIGHT ROAD LLC	1100-1800 LIGHT RD OSWEGO, IL 60543-		SYNERGY CONSTRUCTION CORPORATION
2/14/2019	232019023	23 Generator	04-20-227-006	KUTAY EDWARD J & JANET R	16082 STONEWALL DR NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 4	LEE LEGLER CONSTRUCTION & ELECTRIC
2/4/2019	232019019	23 Generator	02-11-129-003	PAPASIDERIS FAMILY TRUST	29 BROOKSIDE LN BRISTOL, IL 60512-	WILLOWBROOK UNIT 1	LEE LEGLER CONSTRUCTION & ELECTRIC
1/25/2019	242019016	24 Solar	04-17-395-002	SCHULTZ CHRSTOPHER A & AUDREY	9020 WILCOX CT NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 1	RETHINK ELECTRIC, LLC
1/15/2019	242019012	24 Solar	03-05-255-007	DAVIS JOSEPH	4 E ALDON CT MONTGOMERY, IL 60538-	BOULDER HILL UNIT 2	SUNRUN INSTALLATION SERVICES
1/15/2019	242019011	24 Solar	03-08-281-001	VALDEZ JAN J & DANIELLE M	105 CIRCLE DR MONTGOMERY, IL 60538-	BOULDER HILL UNIT 17	SUNRUN INSTALLATION SERVICES
1/15/2019	242019010	24 Solar	03-04-407-002	LOPEZ DAVID	103 BRAEBURN DR MONTGOMERY, IL 60538-	BOULDER HILL UNIT 27	SUNRUN INSTALLATION SERVICES

Permit Approval Date Report Kendall County

Issue Date	Permit ID	Permit Category	Parcel Number	Owner Name	Property Address	Subdivision	Contractor Name
3/13/2019	022019031 02 Garage		01-14-326-005 SECOR LAWRENCE C & DENISE M	2588 D ROCK CREEK RD PLANO, IL 60545-	SOLITUDE LAKES SETTLEMENT	COACH HOUSE OF YORKVILLE	
3/21/2019	032019035 03 Accessory Buildings		01-05-201-002 HENDERSON ALEX	16469 GALENA RD PLANO, IL 60545-	LITTLE ROCK (ORIGINAL TOWN)	SAME	
3/20/2019	052019034 05 Remodeling		01-36-100-024 NAUMAN REVOCABLE GRANTOR TRUST	13010 C RIVER RD PLANO, IL 60545-	KAFORSKIS SUB	SAME	
3/28/2019	052019040 05 Remodeling		02-21-151-015 KOZLOWICZ ROBERTA	10 AMANDA LN YORKVILLE, IL 60560-	ASHLEY WOODS	ARTISAN ENTERPRISES	
3/25/2019	082019038 08 Barns/Farm Buildings		04-20-300-006 BUDD FARMS LLC	9388 FOX RIVER DR NEWARK, IL 60541-			
3/29/2019	082019041 08 Barns/Farm Buildings		05-32-200-006 KARALES VIRGIL N DEC LIV TR & KARALES DITOLI DEC LIV TR	11350 IMMANUEL ROAD YORKVILLE, IL. 60560			
3/22/2019	082019036 08 Barns/Farm Buildings		09-07-200-023 FEECE TROY R & SUSAN	13403 GROVE RD MINOOKA, IL 60447-			
3/29/2019	082019042 08 Barns/Farm Buildings		09-09-300-005 CABRAL, FIDENCIO	13724 MCKANNA RD MINOOKA, IL 60447-	BLEUERS SUB		
3/6/2019	092019028 09 Signs		03-05-301-005 KUHN RICHARD	585 ROUTE 31 OSWEGO, IL 60543-		RJ KUHN PLUMBING HEATING & COOLING	
3/6/2019	122019029 12 Swimming Pools		05-17-202-001 JENDRZEJCZYK MICHAEL SR & RACHEL	106 RONHILL RD YORKVILLE, IL 60560-	RONHILL ESTATES UNIT 2	Advanced Pool Installers	
3/1/2019	142019027 14 Demolitions		09-07-200-023 FEECE TROY R & SUSAN	13403 GROVE RD MINOOKA, IL 60447-		TROUTMAN EXCAVATING	

PLANNING BUILDING & ZONING RECEIPTS 2019

DATE	BUILDING FEES	ZONING FEES	LAND-CASH	OFFSITE ROADWAY	MONTHLY FY19	TOTAL FY19	MONTHLY FY 18	TOTAL FY18
December	\$4,836.48	\$2,625.00	\$9,834.36	\$2,000.00	\$19,295.84	\$19,295.84	\$2,288.40	\$2,288.40
January	\$3,617.44	\$525.00	\$0.00	\$0.00	\$4,142.44	\$23,438.28	\$12,520.13	\$14,808.53
February	\$2,785.20	\$0.00	\$876.19	\$0.00	\$3,661.39	\$27,099.67	\$8,037.67	\$22,846.20
March	\$7,488.08	\$2,092.50	\$4,856.78	\$0.00	\$14,437.36	\$41,537.03	\$21,314.78	\$44,160.98
April							\$11,771.49	\$55,932.47
May							\$7,987.60	\$63,920.07
June							\$19,226.05	\$83,146.12
July							\$14,137.16	\$97,283.28
August							\$7,091.31	\$104,374.59
September							\$19,862.73	\$124,237.32
October							\$21,049.54	\$145,286.86
November							\$10,219.42	\$155,506.28
TOTAL	\$18,727.20	\$5,242.50	\$15,567.33	\$2,000.00	\$41,537.03		\$155,506.28	

Illegal Landfill at
Newark High School
Soccer Field

Do something about it
Please. Because School Admin
don't.

Sincerely=
Jaypiper of
Kendall County

Not Unincorporated

07-05-126-001









Matt Asselmeier

From: admin@newark-il.us
Sent: Friday, April 5, 2019 12:18 PM
To: Matt Asselmeier
Subject: RE: Dumping at Newark High School Soccer Fields

Matt,

We are aware of this. The High School has agreed to do the cleanup. It is our understanding, it has been there awhile, and not visible.

Short answer , not as bad as it looks, and it is being addressed.

Best regards,

Cliff Fox
Village of Newark IL – Administrator
Cell – 815.509.7618

From: Matt Asselmeier <masselmeier@co.kendall.il.us>
Sent: Thursday, April 4, 2019 9:59 AM
To: Cliff Fox <admin@newark-il.us>
Subject: Dumping at Newark High School Soccer Fields

Cliff:

Please see the attached complaint regarding dumping at Newark High School.

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

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



JOIN US

Field Day | June 17

Location Isermann Farms Shop, 1935 N 12th Rd, Streator, IL
Start time 9:30am

Illinois Agriculture and Water: Protecting and Controlling a Valuable Resource

Enjoy a **FREE LUNCH** provided by the LaSalle County Cattlemen's Association.

Illinois farmers and your local community partners are working together to protect water quality. Learn about conservation practices used on local farms and how they protect our natural resources. Hear from agricultural engineers, researchers and community members on conservation practices such as woodchip bioreactors, grassed waterways, saturated buffers and conservation tillage.

PRESENTERS:

- Lauren Lurkins *Illinois Farm Bureau*
- Julie Armstrong *Illinois Nutrient Research and Education Council*
- Dr. Andrew Margenot *University of Illinois*
- James Isermann *Soil Health Partnership*
- Abigail Peterson *Soil Health Partnership*
- Vicki Heath *LaSalle County Soil and Water Conservation District*
- David Isermann *Isermann Farms & LaSalle County Farm Bureau*

EVENT DEMONSTRATIONS:

- Rainfall simulator
- Soil pit with tile
- Bioreactor model

Each step we take to improve water quality makes a difference.

Brought to you by your local community partners:



Isermann Farms



Kendall County
6780 Route 47
Yorkville, IL 60560

RE: NPDES MS4 Permit
Public Education and Outreach Opportunity

Dear Fran Klaas:

As a community with an Illinois EPA National Pollutant Discharge (NPDES) Municipal Separate Storm Sewer System (MS4) Permit, Friends of the Fox River would like to help you meet the Minimum Control Measure - Public Education and Outreach requirements of your permit.

Friends of the Fox River offers a variety of Educational, Stream Monitoring, and River Clean-up services that satisfy these requirements. By sponsoring these programs, your community can receive credit for the watershed benefits that Friends of the Fox River provides. Some of the activities you may choose to support include: monitoring training, hosting river clean-up events, classroom involvement, or watershed education (see attached).

Please contact Friends of the Fox River to discuss how to take advantage of these programs and learn how we can support your community. Other communities already benefiting from this partnership, include: the City of Aurora, City of Crystal Lake, City of Elgin, and County of Kane. Direct contact at: swick@mc.net, 815 370 0026.

Once your sponsorship is confirmed, you may list your contribution in your MS4 permit annual report and specify your support of this program in the next Notice of Intent to be issued in 2021.

We look forward to working with you to support the health of the Fox River watershed.

Sincerely,

Gary Swick, President
Friends of the Fox River

Attachment:
Friends of the Fox River Educational Services Menu

Stewards of Their Streams

A Menu of the Friends of the Fox River

Formal Education Programs

Purpose - “Our Cuisine”

We are promoting environmental stewardship through water quality experiences in which students are scientists. Students are charged with collecting, refining, and reporting data to a database allowing the public to observe trends over time by looking at their school’s data from past to present. Below is a list of educational opportunities organized as menu items that are offered. The chef may be able to accept special orders to satisfy a classroom’s unique dietary needs!



Students in the stream during the field experience at their local tributary.

Select your service – “A Three Course Meal”

If your schedule allows it, our recommendation is a three-component water quality education experience for students beginning with a classroom session (see *appetizers*), followed by a field session at a local creek (see *entrees*), and concluding with a virtual and/or classroom session for reflection, data interpretation, and calls to action (see *desserts*).



Stewardship is appreciating and protecting something you care about.



Students conducting a water chemistry stream-side experiment.

Friends of the Fox River Fare

Appetizers Course: Classroom

During this course FOFR educators visit your classroom to present information, encourage inquiry, and lead activities. If a field study is to follow, this visit will set the tone for the stream experience helping students prepare for activities and understand their responsibilities.



The "Enviroscape" pollution modeling activity

Appetizer Selections

Allotted time

- | | |
|--|---------------|
| <input type="checkbox"/> Concepts overview slide show | 15 – 20 mins* |
| <input type="checkbox"/> Expectations/techniques videos | 5 – 10 mins* |
| <input type="checkbox"/> River geography: using maps to learn about the watershed | 5 – 20 mins |
| <input type="checkbox"/> Enviro scape: a visual display of the fate and transport of pollution | 15 – 20 mins |
| <input type="checkbox"/> Water quantity and source activities | 15 – 25 mins |
| <input type="checkbox"/> Macroinvertebrate Identification activities | 15 – 30 mins |
| <input type="checkbox"/> Pollution tolerance Discussion | 5 – 10 mins |
| <input type="checkbox"/> Velocity and Discharge simulation and calculation | 5 – 15 mins |
| <input type="checkbox"/> Cultural history of site | 5 – 10 mins |



* denotes a recommended item if field study is to follow classroom visit.



Entrée Course: At Your local Fox River Tributary



This course is a field study with boots-on data collection and interpretation for physical, chemical, and biological parameters. FOFR provides one or more educators, boots and gear for all participants to get in the water and collect samples. Currently the service is provided at no cost to you. Field trip grants are available, and donations are gratefully accepted!



Students collecting a sample of invertebrates

Entrée Selections



- | | |
|---|---------------|
| <input type="checkbox"/> Physical: site survey, habitat analysis, velocity/discharge | 20 – 25 mins |
| <input type="checkbox"/> Chemical: testing for dissolved oxygen, pH, nutrients, temperature | 15 – 20 mins |
| <input type="checkbox"/> Biological: collecting, observing, and identifying invertebrates | 30 – 40 mins |
| <input type="checkbox"/> Inclement weather in class-alternative: stream simulation | 30 – 90 mins* |

* In the event of inclement weather or unsafe field conditions, all field activities can be simulated in the classroom

Dessert Course: Classroom and Virtual Space

Rounding out the meal is a teacher and FOFR Educator led data interpretation and data posting to a virtual public forum based on needs/wants of school and teacher.

Dessert Selections

- | | |
|--|--------------|
| <input type="checkbox"/> Data verification and analysis: viewing pictures, discussion of finds | 15 - 20 mins |
| <input type="checkbox"/> Slide show: human impact on environment, what does our data mean? | 10 - 20 mins |
| <input type="checkbox"/> Developing and sharing a deliverable: a scientific report, a piece of literature, a fine-arts interpretation... the sky is the limit! | open-ended |
| <input type="checkbox"/> Stewardship activities: discussion on follow-up field work, project ideas, citizen involvement | 5 - 15 mins |



Web Links

A guide to the stream monitoring protocols employed in the field:
<https://friendsofthefoxriver.org/get-involved/monitoring/>

Ask us about sending you a PDF demonstrating our formal education programs alignment to the Next Generation Science Standards (NGSS).

*The Fox River
Watershed from its
headwaters near
Waukesha, WI to
its confluence with
the Illinois River in
Ottawa, IL*