CALL TO ORDER

ROLL CALL: County Board: Robert Davidson, PBZ Committee Chair; County Highway Department: Fran Klaas, County Engineer; Wills Burke Kelsey: Greg Chismark, Stormwater Consultant; County Health Department: Aaron Rybski, Director Environmental Health; Forest Preserve District: David Guritz, Director; SWCD: Megan Andrews, Resource Conservationist; Sheriff’s Office: Commander Jason Langston; GIS: Don Clayton; PBZ: Brian Holdiman, Code Official; Matt Asselmeier, Senior Planner

APPROVAL OF AGENDA

APPROVAL OF MINUTES: Approval of the February 6, 2018 ZPAC Meeting Minutes. (Pages 2-3)

PETITIONS:

1. 18 – 05 – Keith and Kathleen Warpinski (Pages 4-29)
Request: Map Amendment Rezoning Subject Property from A-1 to R-1
PIN: 05-21-400-011
Location: North Side of Walker Road Approximately 0.31 miles east of Route 47, Kendall Township
Purpose: Petitioner would like the Ability to Construct a Single-Family Home on the Property.

2. 18 – 07 – Kendall County Planning, Building and Zoning Committee (Pages 30-32)
Request: Text Amendment to Section 13.08 by Adding Sub-Section R Pertaining to Special Use Permit Renewal Procedures
Purpose: Text Amendment Establishing Procedures for Renewing Special Use Permits.

REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD
1. Petition 17-30 – Medical Cannabis Related Zoning Regulations

OLD BUSINESS/ NEW BUSINESS
None

PUBLIC COMMENT

ADJOURNMENT - Next meeting on April 3, 2018

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.
Code Official Brian Holdiman called the meeting to order at 9:03 a.m.

Present:
Aaron Rybski – Health Department
Megan Andrews – Soil and Water Conservation District
Deputy Commander Jason Langston – Sheriff’s Department
Don Clayton – GIS
Fran Klaas – Highway Department
Brian Holdiman – PBZ Department

Absent:
Greg Chismark – WBK Engineering, LLC
David Guritz – Forest Preserve
Robert Davidson – PBZ Committee Chair
Matt Asselmeier – PBZ Department

Audience:
None

AGENDA
Mr. Klaas made a motion, seconded by Mr. Rybski, to approve the agenda as proposed. With a voice vote of all ayes the motion carried.

MINUTES
Mr. Klaas made a motion, seconded by Mr. Langston, to approve the December 5, 2017 meeting minutes. With a voice vote of all ayes the motion carried.

PETITIONS
Mr. Holdiman provided a summary of this proposed text amendment. The PBZ Committee had concerns that review period for certain applications was too time consuming and involved too many meetings. ZPAC would continue to meet for site plan reviews, text amendments to the Zoning Ordinance involving their powers and duties, amendments to the Subdivision Control Ordinance, preliminary plat approvals, final plat approvals, and RPD related plat approvals. ZPAC would not meet for map amendments, text amendments to the Zoning Ordinance not involving their powers and duties, special use permits, and major amendments to special use permits.

Mr. Rybski asked if ZPAC would meet for special use permit applications. Mr. Holdiman stated that ZPAC would not formally meet for special use permit applications, but ZPAC members could submit comments prior to the hearing regarding the special use permit applications. The distribution email would continue to be sent.

Mr. Klaas asked if the Planning, Building and Zoning Department Staff was in favor of this proposal. Mr. Holdiman responded that Staff had no objections. Mr. Klaas noted that the Soil and Water Conservation District and Health Department may still want to provide input on certain special use permit proposals. Mr. Holdiman noted that the proposed process would still allow ZPAC members to comment on proposals and pre-application meetings could occur as well.

Mr. Klaas made a motion, seconded by Ms. Andrews, to recommend approval of the proposal.

Ayes (6): Klaas, Andrews, Langston, Rybski, Clayton, and Holdiman
Nays (0): None
Absent: (4) Davidson, Chismark, Guritz, and Asselmeier
The motion passed unanimously. This matter will go before the Kendall County Regional Planning Commission on February 28th.

**REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD**
Mr. Holdiman stated that Mr. Asselmeier will need to provide an update on Petition 17-30 at a future meeting.

**OLD BUSINESS/NEW BUSINESS**
None

**PUBLIC COMMENT**
None

**ADJOURNMENT**
Ms. Andrews made a motion, seconded by Mr. Clayton, to adjourn. With a voice vote of all ayes, the motion carried. The ZPAC, at 9:11 a.m., adjourned.

Respectfully Submitted,
Matthew H. Asselmeier, AICP
Senior Planner
INTRODUCTION
Keith and Kathleen Warpinski are requesting a map amendment rezoning the subject property from A-1 to R-1 in order to have the ability to construct a single-family home on the property.

SITE INFORMATION
PETITIONER: Keith and Kathleen Warpinski

ADDRESS: Between 9239 and 9125 Walker Road

LOCATION: 0.31 Miles East of Route 47 on the North Side of Walker Road
TOWNSHIP: Kendall
PARCEL #: 05-21-400-011
LOT SIZE: 6.57 acres
EXITING LAND USE: Residential/Agricultural
ZONING: A-1 Agricultural District

LRMP:

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Agricultural</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roads</td>
<td>Walker Road is a County Road classified as a Minor Collector Road</td>
</tr>
<tr>
<td>Trails</td>
<td>Trails are planned along Walker Road and along the Middle Aux Sable Creek</td>
</tr>
<tr>
<td>Floodplain/Wetlands</td>
<td>The Middle Aux Sable Creek is located near the northern property line</td>
</tr>
</tbody>
</table>

REQUESTED ACTION: Map Amendment Rezoning Property from A-1 to R-1

APPLICABLE REGULATIONS:
Section 13.07 – Map Amendment Procedures

SURROUNDING LAND USE

<table>
<thead>
<tr>
<th>Location</th>
<th>Adjacent Land Use</th>
<th>Adjacent Zoning</th>
<th>Land Resource Management Plan</th>
<th>Zoning within ½ Mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>East</td>
<td>Agricultural/Residential</td>
<td>A-1</td>
<td>Rural Res.</td>
<td>A-1</td>
</tr>
<tr>
<td>West</td>
<td>Agricultural/Residential</td>
<td>A-1</td>
<td>Rural Res.; Comm.; Trans. Corridor</td>
<td>A-1; B-3</td>
</tr>
</tbody>
</table>

Two (2) houses are located east of the property; one (1) house is located to the south of the property; one (1) house is located west of the property.

Commonwealth Edison also has a planned area along the east side of Route 47.

PHYSICAL DATA

ENDANGERED SPECIES REPORT
EcoCAT Report submitted and consultation was terminated.

NATURAL RESOURCES INVENTORY
LESA Score was 200 indicating a low level of protection.

ACTION SUMMARY

KENDALL TOWNSHIP
Petition information was sent to Kendall Township 2.20.18.
UNITED CITY OF YORKVILLE
Petition information was sent to the United City of Yorkville 2.20.18.

GENERAL INFORMATION
The petitioner desires the map amendment in order to have the ability to construct a house on the property at some point in the future. The subject property does not have an allocation for the construction of a home and does not possess forty (40) acres. Therefore, a map amendment is required in order to construct a home onsite.

The petitioner does not believe that the property is large enough for farming. Pictures of the property are included.

The Land Resource Management Plan calls for this area to be rural residential in the future. Existing single-family homes are located around the subject property. For these reasons, Staff does not believe that the approval of this request would constitute spot zoning.

The property is currently for sale.

BUILDING CODES
Any new homes or accessory structures would be required to meet applicable building codes.

ACCESS
The property fronts Walker Road. Pending comments from Kendall Township, Staff has no concerns regarding the ability of Walker Road to support a proposed home at this location.

ODORS
No new odors are foreseen.

LIGHTING
Any new lighting would be for residential use only. Staff does not foresee any concerns regarding lighting.

SCREENING
No fencing or buffer is presently planned for the property. Any new fences or plantings would be for a residential use. Any new fences would have to follow applicable regulations.

STORMWATER
The northern portion of the property touches the Middle Aux Sable Creek. Any new homes would have to be constructed per Kendall County’s Stormwater Management Ordinance.

UTILITIES
Electricity is near the property. A new well and septic system would have to obtain applicable permits.

RECOMMENDATION
Staff recommends approval of the proposed map amendment.

ATTACHMENTS
1. Application Materials (Including the Petitioner’s Findings of Fact, Plat, and EcoCat)
2. NRI Executive Report
3. Aerial
4. Looking North
5. East Side of Property
6. West Property Line (Spring Picture)
7. Looking South (Spring Picture)
**DEPARTMENT OF PLANNING, BUILDING & ZONING**
111 West Fox Street • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

**APPLICATION**

**PROJECT NAME** Warinski, Map Amendment **FILE #** 18-05

---

**NAME OF APPLICANT**
Keith and Kathleen Warinski

**CURRENT LANDOWNER/NAME(s)**
Keith and Kathleen Warinski

**SITE INFORMATION**

<table>
<thead>
<tr>
<th>ACRES</th>
<th>SITE ADDRESS OR LOCATION</th>
<th>ASSESSOR’S ID NUMBER (PIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.57</td>
<td>N side of Walker Rd., Yorkville, IL</td>
<td>05-21-400-011</td>
</tr>
</tbody>
</table>

**EXISTING LAND USE**
Agricultural

**CURRENT ZONING**
A-1

**REQUESTED ACTION (Check All That Apply):**

- [x] MAP AMENDMENT (Rezone to A-1)
- [ ] VARIANCE
- [ ] ADMINISTRATIVE VARIANCE
- [ ] A-1 CONDITIONAL USE for:
- [ ] SITE PLAN REVIEW
- [ ] TEXT AMENDMENT
- [ ] RPD (Concept, Preliminary, Final)
- [ ] ADMINISTRATIVE APPEAL
- [ ] PRELIMINARY PLAT
- [ ] FINAL PLAT
- [ ] OTHER PLAT (Vacation, Dedication, etc.)

**AMENDMENT TO A SPECIAL USE (Major: , Minor: )**

**PRIMARY CONTACT**

<table>
<thead>
<tr>
<th>NAME</th>
<th>PRIMARY CONTACT MAILING ADDRESS</th>
<th>PRIMARY CONTACT EMAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel J. Kramer</td>
<td>1107A S. Bridge Street</td>
<td><a href="mailto:dkramer@dankramerlaw.com">dkramer@dankramerlaw.com</a></td>
</tr>
</tbody>
</table>

**PRIMARY CONTACT PHONE #**
630-553-9500

**PRIMARY CONTACT FAX #**
630-553-5764

**ENGINEER CONTACT**

<table>
<thead>
<tr>
<th>NAME</th>
<th>ENGINEER MAILING ADDRESS</th>
<th>ENGINEER EMAIL</th>
</tr>
</thead>
</table>

**ENGINEER PHONE #**

**ENGINEER FAX #**

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.

---

**FEE PAID:** $50.00
**CHECK #**: [Redacted]

---

1 Primary Contact will receive all correspondence from County
2 Engineering Contact will receive all correspondence from the County's Engineering Consultants

**Last Revised:** 9.18.12
**Map Amendment**

---

**RECEIVED**

FEB 13 2018
KENDALL COUNTY PLANNING, BUILDING & ZONING

---

**DATE:** 5-19-17
Please fill out the following findings of fact to the best of your capabilities. § 13.07.F of the Zoning Ordinance lists the Finding of Fact criteria the Zoning Board of Appeals must answer in order to make a recommendation to the County Board on any map amendment request. They are as follows:

**Existing uses of property within the general area of the property in question.**

There is a slow trend of residential uses surrounding both the east and west side of this property. There are single family residences that adjoin on each of the east and west side of the subject property which are farmette/rural residential type uses. The Hattner Property has been subject of an Annexation Agreement with the United City of Yorkville. South of the property is farmland and will continue to be farmland not interrupted by this proposed use.

**The Zoning classification of property within the general area of the property in question.**

The property within the general area is a mix of City R-2/R-1 Single Family Residential, Business; the County Zoning surrounding the property is Agricultural although the uses are mixed between Agricultural and Residential.

**The suitability of the property in question for the uses permitted under the existing zoning classification.**

The subject property is not suitable by site acreage nor site usage for current modern row crop farming practices due to its small acreage size. The owners of the property have planted substantial nursery stock on the property which would be thinned out and sold off over the years, although the highest and best use of the property would be for a single family residential non-business type use which is the intent of the parties. The single family residential use as a rural residence, would comport with the adjoining owners on the east and west.

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

The trend of development in the area is moderate residential growth and continuing agricultural growth until the United City of Yorkville expands on property subject to previous Annexation Agreements. Further the Property is within the one and one half mile planning area of the United City of Yorkville and shows as being anticipated to be low density residential.

**Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies.**

The proposal to develop the parcel as a one lot single family rural residence conports with the Kendall County Land Resource Management Plan in that the density would be lower than the contiguous growth area which would permit a higher density on the parcel.
ILLONOIS OPEN-END MORTGAGE
201600011476
DEBBIE
GILLETTE
KENDALL COUNTY, IL
RECORDED 8/1/2016 2:44 PM
RTGE. 49.00 RHSPS FEE. 16.00
PAGES: 4

TOTAL PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE SHALL NOT EXCEED $150,000.00

This Mortgage dated July 25, 2016, is by Keith J. Warpinski (a/k/a Keith Warpinski) and Kathleen Warpinski (a/k/a Kathleen J. Warpinski), husband and wife, (hereafter called "Mortgagor" whether one or more) whose mailing address is 23813 W Mill St. Plainfield, IL 60544 to 1st Farm Credit Services PCA (hereafter called "Mortgagee") a federally chartered corporation whose address is 2000 Jacobson Drive Normal, IL 61761.

For valuable consideration Mortgagor grants, sells, mortgages and warrants to Mortgagee, its successors and assigns, forever the real estate in the county or counties of Kendall and Will, Illinois, described in Exhibit A to this Mortgage which is by this reference made a part of this Mortgage together with all the fixtures, tenements, hereditaments and appurtenances belonging or in any way appertaining to the real estate. All of the preceding property and property rights included in the real estate described in Exhibit A are after this collectively called the premises.

THE MORTGAGE SECURES (a) the repayment of indebtedness in the principal sum of $150,000.00 evidenced by promissory note(s) as follows:

<table>
<thead>
<tr>
<th>Date of Note(s)</th>
<th>Face Amount(s)</th>
<th>Maturity Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 25, 2016</td>
<td>$150,000.00</td>
<td>July 24, 2026</td>
</tr>
</tbody>
</table>

and any other indebtedness payable to Mortgagee evidenced by promissory notes secured by prior liens on the real estate described in Exhibit A with interest as provided in the promissory notes, which may be variable or fixed and may be converted from one to the other from time to time at the option of Mortgagor with the consent of Mortgagee and all extensions, renewals and modifications thereof. (b) the repayment of all additional advances which Mortgagee may make from time to time to any one or more Mortgagor or to any one or more of the makers of the promissory notes prior to the release of this Mortgage, whether made before or after the maturity of the promissory notes and whether evidenced by the same or other promissory notes given after this Mortgage and any other future obligations of any one or more Mortgagor or these makers to Mortgagee whether absolute or contingent with interest as provided in the promissory notes which may be variable or fixed as stated above and all extensions, renewals and modifications thereof. However, the maximum principal amount secured by this Mortgage at any one time exclusive of interest shall not exceed $150,000.00 in the aggregate. If the unpaid principal amount at any one time exceeds this sum, this Mortgage shall secure that portion of the unpaid principal amount that does not exceed this sum and interest thereon (c) notwithstanding the above limitation the repayment of any other amounts with interest to which Mortgagee may become entitled under this Mortgage, and (d) the performance by Mortgagee of all the warranties, agreements and terms contained in this Mortgage.

By execution of this Mortgage, Mortgagor hereby acknowledges receipt of all of the proceeds of the loan evidenced by the above promissory note or notes.

All principal, interest and other sums or charges payable to Mortgagee and secured by this Mortgage are after this called the Indebtedness.

If the Indebtedness is paid to Mortgagee when due and Mortgagor keeps and performs all the warranties, agreements and terms contained in this Mortgage then this Mortgage shall be void.

MORTGAGOR WARRANTS THAT (a) Mortgagor has fee simple title to the premises and good right to convey them. (b) Mortgagor shall quietly enjoy and possess the premises, and (c) except as expressly set forth in this Mortgage, the premises are free from all encumbrances and Mortgagor will warrant and defend title to the premises against all lawful claims.

MORTGAGOR AGREES AS FOLLOWS:

1 Discharge Liens: To pay and discharge when due all present and future taxes, assessments, judgments, mortgages and liens on the premises and to perform every obligation imposed upon Mortgagor by the instruments creating these liens.

201600011476 1/4
2. **Insurance** To keep insured all buildings and improvements now or later located on the premises against loss or damage by fire wind, flood (if Mortgagee requires) and extended coverage peril, in companies and amounts satisfactory to Mortgagee and to provide on request satisfactory proof of insurance. The insurance policy shall contain a loss payable clause in favor of Mortgagee providing all rights customarily granted under the standard mortgage clause. At Mortgagee's option, insurance proceeds may be applied to the Indebtedness or be used for reconstruction of the damaged property or be released to Mortgagor for reconstruction. If this Mortgage is foreclosed, Mortgagee's interest in policies shall pass to Mortgagee.

3. **Protective Advances** If Mortgagor fails to pay taxes, assessments, judgments, mortgages or other liens on the premises or to maintain the same as required by this Mortgage, Mortgagee may do so and the cost thereof shall become owing to Mortgagee.

4. **Pro Rata Payments** Mortgagee may, at its option, require Mortgagor to pay to Mortgagee at the same time as each regular installment of principal and interest an amount equal to a pro rata portion of the taxes, assessments and insurance premiums next to become due as estimated by Mortgagee.

5. **Protective Actions** In any collection or foreclosure activities or proceedings or if Mortgagor fails to perform any agreement or term contained in this Mortgage or if any proceeding is commenced which affects Mortgagee's interest in the premises, Mortgagee may (but is not obligated to) make such appearances, disburse such sums and take such actions as Mortgagee believes are necessary to protect its interest and preserve the value of the premises. This includes, but is not limited to, commencement of proceedings to levy liens, to recover possession, to recover possession, to recover rents, to recover damages, to recover interest, to recover costs of maintenance and repair, to recover damages for trespass or nuisance, to recover damages for loss or destruction of property, or to recover damages for injury to property, or to recover damages for any other injury or loss to property, or to recover damages for any other injury or loss to property, or to recover damages for any other injury or loss to property, or to recover damages for any other injury or loss to property.

6. **Additions to Indebtedness** All amounts incurred or advanced by Mortgagee under paragraph 3 or 5 of this Mortgage shall be due immediately, shall bear interest as provided in the promissory note enclosed, and shall be secured by this Mortgage. The promissory note shall be in the amount of the latest maturity date if more than one is described and shall be secured by this Mortgage.

7. **Maintain Premises** (a) To prevent removal or permit to be removed any buildings, improvements or fixtures from the premises; (b) to maintain the premises in good repair; (c) to prevent the premises from being damaged or destroyed by fire, flood, or other like causes; (d) to prevent the premises from being used for any unlawful purposes; (e) to prevent the premises from being damaged or destroyed by fire, flood, or other like causes; (f) to prevent the premises from being used for any unlawful purposes; (g) to prevent the premises from being damaged or destroyed by fire, flood, or other like causes; (h) to prevent the premises from being used for any unlawful purposes; (i) to prevent the premises from being damaged or destroyed by fire, flood, or other like causes; (j) to prevent the premises from being used for any unlawful purposes; (k) to prevent the premises from being damaged or destroyed by fire, flood, or other like causes; (l) to prevent the premises from being used for any unlawful purposes; (m) to prevent the premises from being damaged or destroyed by fire, flood, or other like causes; (n) to prevent the premises from being used for any unlawful purposes; (o) to prevent the premises from being damaged or destroyed by fire, flood, or other like causes; (p) to prevent the premises from being used for any unlawful purposes; (q) to prevent the premises from being damaged or destroyed by fire, flood, or other like causes; (r) to prevent the premises from being used for any unlawful purposes; (s) to prevent the premises from being damaged or destroyed by fire, flood, or other like causes; (t) to prevent the premises from being used for any unlawful purposes; (u) to prevent the premises from being damaged or destroyed by fire, flood, or other like causes; (v) to prevent the premises from being used for any unlawful purposes; (w) to prevent the premises from being damaged or destroyed by fire, flood, or other like causes; (x) to prevent the premises from being used for any unlawful purposes; (y) to prevent the premises from being damaged or destroyed by fire, flood, or other like causes; (z) to prevent the premises from being used for any unlawful purposes.

8. **Complete Improvements** To complete in a reasonable time any improvements now or later under construction on the premises.

9. **Use of Loan Proceeds** The use of the proceeds of the Indebtedness shall be used solely for (a) the purposes specified in the loan application or, (b) other purposes Mortgagee may require or agree to in writing.

10. **Assignment of Rents** Mortgagee and Mortgagor assign to Mortgagee all right and interest in and under the premises. Nothing in this Mortgage shall be construed to prevent Mortgagee from assigning or transferring any interest in the premises to any person or entity.

11. **Minerals and Eminent Domain** In this paragraph, Minerals includes but is not limited to coal, oil, gas, natural gas, oil, gas, and coal. Eminent Domain includes but is not limited to the taking of land for public use.

12. **Actions Not Affecting Lien or Liability** Without affecting the lien of this Mortgage or the liability of Mortgagor for the payment of the Indebtedness, Mortgagee may at any time without notice to Mortgagor, (a) extend or renew the term of any or all of the premises, (b) release the lien on the premises, (c) adjust interest rates as provided in the promissory note, and (d) release from liability for payment of the Indebtedness one or more parties who are or become liable for its payment.

13. **Hazardous Substances** To comply with all federal, state, and local laws and government agencies concerning the generation and management of hazardous substances. The provisions of this Mortgage shall not affect the validity of any judgment or decree in any action or proceeding to which Mortgagee is a party and which is otherwise valid.

14. **Events of Default** Each of the following constitutes a default of this Mortgage by Mortgagee (Default): (a) failure to pay when due any part of the Indebtedness; (b) failure to perform or provide any warranty, agreement, or term contained in this Mortgage or in any related loan agreement(s) evidencing the Indebtedness or in any related loan agreement(s), (c) the appointment of a receiver receiver, (d) the commencement of any proceeding by or against any Mortgagee under the provisions of any bankruptcy or insolvency laws, (e) the making by any Mortgagee of an assignment for the benefit of creditors, (f) the sale or transfer without Mortgagee's pror written consent of all, any part of, or any interest in, the premises or any beneficial interest in a land trust holding title to the premises by Mortgagee or any other party having a beneficial interest in the land trust, (g) the transfer without Mortgagee's pror written consent of stock in the corporation holding title to the premises by any stockholder of such corporation if the result is that a majority of shares of the stock is owned by any party or parties who are not stockholders at the date of this Mortgage.

15. **Remedies on Default** Mortgagee may do any one or more of the following if a Default occurs under paragraph 14 (a) (The entire Indebtedness may become immediately due without notice and bear interest as provided in the promissory note(s) evidencing...
the Indebtedness and Mortgagee may collect the amount in a suit at law or by foreclosure of this Mortgage. (b) Take possession of the premises upon filing a foreclosure action and have full authority to operate, manage, lease and conserve the premises to collect the rents, issues and profits from the premises to obtain hazard insurance to pay taxes and assessments when due, to employ counsel, custodians and other assistants to make necessary repairs to exercise all the usual powers of receivers in like cases and to continue in possession of the premises until expiration of the statutory period of redemption. All rents, issues and profits collected as Mortgagee in possession may, without prior approval of the court, be applied first to payment of the costs of management of the premises and then to the Indebtedness and Mortgagee shall be accountable only for those proceeds actually received. (c) All any sale held pursuant to a court decree of all the premises may be sold as one parcel and any law to the contrary is waived by Mortgagee. (d) Mortgagee may retain out of the sale proceeds amounts due Mortgagee under this Mortgage, the costs of the sale, and attorneys' fees as provided by statute or court practice or in a reasonable amount. (e) In any foreclosure action or other proceeding the court may appoint a receiver and receiver pendente lite for the premises with the usual powers provided by statute, and Mortgagor hereby consents to the appointment. (f) If there is any security other than this Mortgage for the Indebtedness then Mortgagee may proceed upon this and the other security either concurrently or separately in any order he chooses. (g) If this Mortgage secures multiple promissory notes, Mortgagee may apply foreclosure sale proceeds to the notes in the order and amounts it elects.

18. **Cumulative Rights.** All rights and remedies of Mortgagee in this Mortgage are cumulative and are in addition to other rights and remedies given in this Mortgage or provided by law.

17. **Waiver.** The failure or delay of Mortgagee to exercise any rights is not a waiver of that right.

18. **Successors.** This Mortgage shall bind and benefit the parties to this Mortgage and their respective heirs, executors, administrators, successors and assigns.

19. **Waiver of State Rights.** Mortgagor waives and relinquishes all rights given by the homestead and exemption laws of the State of Illinois.

An electronic reproduction of this fully-executed document shall be as valid as the original.

Keith J. Warbinski

Kathleen Warbinski

STATE OF ILLINOIS

COUNTY OF Kankakee

On 7-28-16 before me personally appeared Keith J. Warbinski (a/k/a Keith Warbinski) and Kathleen Warbinski (a/k/a Kathleen J. Warbinski), husband and wife, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged the same as their free act and deed.

[Signature]

Notary Public

County: Kankakee

My Commission Expires 9-18-17

201600011476 3/4
Exhibit A

Legal Description

Tract 1
Lot 80 in Rivers Edge Landing Unit 2, a Subdivision of Part of Section 8, Township 34 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded September 17, 2004 as Document No. R2004172391 in Will County, Illinois.

Tract 2
Lot 81 in Rivers Edge Landing Unit 2, a Subdivision of Part of Section 8, Township 34 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded September 17, 2004, as Document No. R2004172391 in Will County, Illinois.

PIN#: 40-10-06-408-001, 04-10-06-304-033.
517 & 521 Rivers Edge Dr
Minooka, IL 60447

PARCEL 1: THE EAST 429.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY THAT PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 SECTION, THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 SECTION 660.0 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUING WEST ALONG SAID SOUTH LINE 660.0 FEET, THENCE NORTH AT RIGHT ANGLES TO SAID SOUTH LINE, 660.0 FEET, THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 SECTION 660.0 FEET, THENCE SOUTH 660.0 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS AND CONTAINING 6.5 ACRES.

PARCEL 2: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 981.53 FEET FOR THE POINT OF BEGINNING, THENCE EASTERLY ALONG SAID SOUTH LINE, 573.92 FEET, THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 534.20 FEET, THENCE EASTERLY PARALLEL WITH SAID SOUTH LINE, WHICH FORMS AN ANGLE OF 90 DEGREES 23 MINUTES 18 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTER-CLOCKWISE THEREFROM, 37.39 FEET, THENCE NORTHERLY PARALLEL WITH SAID EAST LINE 703.0 FEET, THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 93 DEGREES 02 MINUTES 23 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 612.81 FEET, TO A LINE DRAWN NORTHERLY, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4 FROM THE POINT OF BEGINNING, THENCE SOUTHERLY ALONG SAID PARALLEL LINE 1273.84 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART LYING EASTERLY OF A LINE DRAWN TO THE NORTH 1/2 FROM A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER WHICH IS 744.3 FEET WESTERLY OF THE EAST LINE, AS MEASURED ALONG SAID SOUTH LINE FROM THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER) IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN#: 05-21-400-011, 05-22-300-008, 05-22-300-006.
NATURAL RESOURCE INFORMATION (NRI) REPORT APPLICATION

Petitioner: Keith & Kahtleen Warpinski
Contact Person: Daniel J. Kramer
Address: [Redacted]
City, State, Zip: [Redacted]
Phone Number: [Redacted]
Email: [Redacted]

Please select: How would you like to receive a copy of the NRI Report?  ☑ Email  ☐ Mail

Site Location & Proposed Use
Township Name: Kendall
Parcel Index Number(s): 05-21-400-011
Project or Subdivision Name: Warpinski
Current Use of Site/ vacant land
Proposed Number of Lots: 1
Proposed Water Supply: well
Proposed type of Storm Water Management

Number of Acres: 6.9
Proposed Use: 1
Proposed Number of Structures: 1
Proposed type of Wastewater Treatment: septic

Type of Request
☑ Change in Zoning from A-1 to R-1 for 1 Single Family Home
☐ Variance (Please describe fully on separate page)
☐ Special Use Permit (Please describe fully on separate page)

In addition to this completed application form, please including the following to ensure proper processing:

☑ Plat of Survey/Site Plan – showing location, legal description and property measurements
☑ Concept Plan – showing the locations of proposed lots, buildings, roads, stormwater detention, open areas, etc.
☐ If available: topography map, field tile map, copy of soil boring and/or wetland studies
☐ NRI fee (Please make checks payable to Kendall County SWCD)

The NRI fees, as of July 1, 2010, are as follows:
Full Report: $375.00 for five acres and under, plus $18.00 per acre for each additional acre or any fraction thereof over five.
Executive Summary Report: $300.00 (KCSWCD staff will determine when a summary or full report will be necessary.)

Paid: $375.00
2 Additional Acres at $18.00 each
Total NRI Fee: $411.00

NOTE: Applications are due by the 1st of each month to be on that month's SWCD Board Meeting Agenda. Once a completed application is submitted, please allow 30 days for inspection, evaluation and processing of this report.

I (We) understand the filing of this application allows the authorized representative of the Kendall County Soil and Water Conservation District (SWCD) to visit and conduct an evaluation of the site described above. The completed NRI report expiration date will be 3 years after the date below.

North Wapinski
Pétitioner or Authorized Agent

S-19-17
Date

This report will be issued on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, handicap or marital status.

FOR OFFICE USE ONLY
NRI#  Date initially rec'd  Date all rec'd  Board Meeting
Fee Due $  Fee Paid $  Check #  Over/Under Payment  Refund Due

13
Eco-CAT
Ecological Compliance Assessment Tool

Applicant: DKR Group, Inc.  IDNR Project Number: 1707421
Contact: Thomas Osterberger  Date: 02/21/2017
Address: 111 N. Ottawa Street
Joliet, IL 60432

Project: NA
Address: Walker Road, Unincorporated

Description: Issuance of a special Use for a landscape business to allow storage of landscape equipment in 6,000 square foot farm building.

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Consultation is terminated. This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary. Termination does not imply IDNR’s authorization or endorsement.

Location
The applicant is responsible for the accuracy of the location submitted for the project.
County: Kendall
Township, Range, Section: 36N, 7E, 21

IL Department of Natural Resources
Contact
Keith Shank
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction
Kendall County
Matt Asselmeyer
111 West Fox Street
Yorkville, Illinois 60560

Disclaimer
The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project’s implementation, compliance with applicable statutes and regulations is required.

Terms of Use
By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases. Geographic Information

Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

Page 1 of 3

NATURAL RESOURCE INFORMATION (NRI) EXECUTIVE SUMMARY REPORT: 1703

Petitioner: Keith & Kathleen Warpinski
Contact: Attorney Daniel J. Kramer

June 2017

Prepared by:

Kendall County Soil & Water Conservation District
7775A Route 47 • Yorkville, Illinois 60560
Phone: (630)553-5821 x3 • Fax: (630)553-7442
www.kendallswcd.org
### Natural Resource Concerns

**Soil Map:**

Based on information from the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) 2008 Kendall County Soil Survey, this parcel is shown to contain the following soil types (please note this does not replace the need for or results of onsite soil testing; please refer to onsite soil test results for planning/engineering purposes):

#### Table 1:

<table>
<thead>
<tr>
<th>Map Unit</th>
<th>Soil Name</th>
<th>Drainage Class</th>
<th>Hydrologic Group</th>
<th>Hydric Designation</th>
<th>Farmland Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>60C2</td>
<td>La Rose silt loam, 5-10% slopes, eroded</td>
<td>Moderately well drained</td>
<td>C</td>
<td>Non-hydric</td>
<td>Farmland of Statewide Importance</td>
</tr>
<tr>
<td>145B</td>
<td>Saybrook silt loam, 2-5% slopes</td>
<td>Moderately well drained</td>
<td>C</td>
<td>Non-hydric</td>
<td>Prime Farmland</td>
</tr>
<tr>
<td>152A</td>
<td>Drummer silty clay loam, 0-2% slopes</td>
<td>Poorly Drained</td>
<td>B/D</td>
<td>Hydric</td>
<td>Prime Farmland if drained</td>
</tr>
</tbody>
</table>
**Hydrologic Soil Groups:** Soils have been classified into four (A, B, C, D) hydrologic groups based on runoff characteristics due to rainfall. If a soil is assigned to a dual hydrologic group (A/D, B/D or C/D), the first letter is for drained areas and the second letter is for undrained areas.

- **Hydrologic group A:** Soils have a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

- **Hydrologic group B:** Soils have a moderate infiltration rate when thoroughly wet, consist chiefly of moderately deep to deep, moderately well drained to well drained soils that have a moderately fine to moderately coarse texture. These soils have a moderate rate of water transmission.

- **Hydrologic group C:** Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

- **Hydrologic group D:** Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

**Hydric Soils:** A soil that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part of the soil profile. Of the soils found onsite, 152A Drummer silty clay loam is classified as a hydric soil.

**Prime Farmland:** Prime farmland is land that has the best combination of physical and chemical characteristics for agricultural production. Prime farmland soils are an important resource to Kendall County and some of the most productive soils in the United States occur locally. Of the soils found onsite, two are designated as prime farmland: 152A Drummer silty clay loam and 145B Saybrook silt loam.

**Table 2:**

<table>
<thead>
<tr>
<th>Map Unit</th>
<th>Surface Runoff</th>
<th>Water Table</th>
<th>Ponding</th>
<th>Flooding</th>
</tr>
</thead>
<tbody>
<tr>
<td>60C2</td>
<td>High</td>
<td>February – April Upper Limit: 2.0’-3.5’ Lower Limit: 2.2’-4.0’</td>
<td>February – April Surface Water Depth &amp; Duration: -- Frequency: None</td>
<td>February – April None</td>
</tr>
<tr>
<td>145B</td>
<td>Low</td>
<td>February – April Upper Limit: 2.0’-3.5’ Lower Limit: 2.2’-3.8’</td>
<td>February – April Surface Water Depth &amp; Duration: -- Frequency: None</td>
<td>February – April None</td>
</tr>
<tr>
<td>152A</td>
<td>Negligible</td>
<td>January - May Upper Limit: 0.0’-1.0’ Lower Limit: &gt;6.0’</td>
<td>January – May Brief, Frequent Surface Water Depth: 0.0-0.5’</td>
<td>January - May None</td>
</tr>
</tbody>
</table>

**Surface Runoff:** Refers to the loss of water from an area by flow over the land surface. Surface runoff classes are based upon slope, climate and vegetative cover. Indicates relative runoff for very specific conditions (it is assumed that the surface of the soil is bare and that the retention of surface water resulting from irregularities in the ground surface is minimal).

**Ponding:** Ponding is standing water in a closed depression. Unless a drainage system is installed, the water is removed only by percolation, transpiration or evaporation. Duration is expressed as very brief (less than 2 days), brief (2 to 7 days), long (7 to 30 days), very long (more than 30 days). Frequency is expressed as none (ponding is not probable), rare (unlikely but possible under unusual weather conditions), occasional (occurs, on average, once or less in 2 years) and frequent (occurs, on average, more than once in 2 years).

**Flooding:** Temporary inundation of an area caused by overflowing streams, by runoff from adjacent slopes, or by tides. Water standing for short periods after rainfall or snowmelt is not considered flooding, and water standing in swamps and marshes is considered ponding rather than flooding. Duration expressed as brief is 2 to 7 days and a frequent frequency means that it is likely to occur often under normal weather conditions.
SOIL LIMITATIONS:
According to the USDA-NRCS, soil properties influence the development of building sites, including the selection of the site, the design of the structure, construction, performance after construction and maintenance. This report gives ratings for proposed uses in terms of limitations and restrictive features. The tables list only the most restrictive features. Ratings are based on the soil in an undisturbed state, that is, no unusual modification occurs other than that which is considered normal practice for the rated use. Even though soils may have limitations, an engineer may alter soil features or adjust building plans for a structure to compensate for most degrees of limitations. The final decision in selecting a site for a particular use generally involves weighing the costs for site preparation and maintenance.

- **Not Limited:** Indicates that the soil has features that are very favorable for the specified use; good performance and low maintenance can be expected.
- **Somewhat Limited:** Indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design or installation; fair performance and moderate maintenance can be expected.
- **Very Limited:** Indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures; poor performance and high maintenance can be expected.

**Conventional Septic System Rating Criteria:**
The factors considered are the characteristics and qualities of the soil that affect the limitations for absorbing waste from domestic sewage disposal systems. Soils that are deemed unsuitable for installation of an on-site sewage disposal system per the Kendall County Subdivision Control Ordinance may necessitate the installation of a non-conventional onsite sewage disposal system. For more information please contact: Kendall County Health Department located at 811 W. John Street, Yorkville, IL; (630)553-9100 ext. 8026.

Limitations are listed below for dwellings with basements, dwellings without basements, and conventional sewage disposal systems. Please note this information is based on information compiled as part of the USDA-NRCS 2008 Soil Survey of Kendall County, IL and the Kendall County Subdivision Control Ordinance; this does not replace the need for site specific soil testing or results of onsite soil testing.

<table>
<thead>
<tr>
<th>Soil Type</th>
<th>Dwellings with Basements</th>
<th>Dwellings without Basements</th>
<th>Small Commercial Building</th>
<th>Onsite Conventional Sewage Disposal System</th>
</tr>
</thead>
<tbody>
<tr>
<td>60C2</td>
<td>Very Limited: Depth to saturated zone</td>
<td>Somewhat Limited: Depth to saturated zone</td>
<td>Somewhat Limited: Slope Depth to saturated zone</td>
<td>Suitable</td>
</tr>
<tr>
<td>145B</td>
<td>Somewhat Limited: Depth to saturated zone</td>
<td>Somewhat Limited: Shrink-swell</td>
<td>Somewhat Limited: Shrink-swell</td>
<td>Suitable</td>
</tr>
<tr>
<td>152A</td>
<td>Very Limited: Depth to saturated zone Shrink-swell</td>
<td>Very Limited: Depth to saturated zone Shrink-swell</td>
<td>Very Limited: Depth to saturated zone Shrink-swell</td>
<td>Unsuitable Reason to avoided: Wet</td>
</tr>
</tbody>
</table>
Building Limitations Map:
Figure 2a: Dwellings with Basements

Figure 2b: Dwellings without Basements
**Kendall County Land Evaluation and Site Assessment (LESA):**

Decision-makers in Kendall County use the Land Evaluation and Site Assessment (LESA) system to determine the suitability of a land use change and/or a zoning request as it relates to agricultural land. The LESA system was developed by the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) and takes into consideration local conditions such as physical characteristics of the land, compatibility of surrounding land-uses, and urban growth factors. The LESA system is a two-step procedure that includes:

- **LAND EVALUATION (LE)** – The soils of a given area are rated and placed in groups ranging from the best to worst suited for a stated agriculture use, cropland or forestland. The best group is assigned a value of 100 and all other groups are assigned lower values. The Land Evaluation is based on data from the Kendall County Soil Survey. The Kendall County Soil and Water Conservation District is responsible for this portion of the LESA system.

- **SITE ASSESSMENT (SA)** – The site is numerically evaluated according to important factors that contribute to the quality of the site. Each factor selected is assigned values in accordance with the local needs and objectives. The Kendall County LESA Committee is responsible for this portion of the LESA system.

**Table 4a: Land Evaluation Computation**

<table>
<thead>
<tr>
<th>Soil Type</th>
<th>Value Group</th>
<th>Relative Value</th>
<th>Acres</th>
<th>Product (Relative Value x Acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td>60C2</td>
<td>5</td>
<td>82</td>
<td>0.3</td>
<td>24.6</td>
</tr>
<tr>
<td>145B</td>
<td>2</td>
<td>94</td>
<td>1.9</td>
<td>178.6</td>
</tr>
<tr>
<td>152A</td>
<td>1</td>
<td>100</td>
<td>4.7</td>
<td>470.0</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td>6.9</td>
<td>673.2</td>
</tr>
</tbody>
</table>

The Land Evaluation score for this site is 98, indicating that this site is predominately prime farmland well suited for agricultural production.

**Table 4b: Site Assessment Computation**

<table>
<thead>
<tr>
<th>A. Agricultural Land Uses</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Percentage of area in agricultural uses within 1.5 miles of site. (20-10-5-0)</td>
<td>20</td>
</tr>
<tr>
<td>2. Current land use adjacent to site. (30-20-15-10-0)</td>
<td>20</td>
</tr>
<tr>
<td>3. Percentage of site in agricultural production in any of the last 5 years. (20-15-10-5-0)</td>
<td>0</td>
</tr>
<tr>
<td>4. Size of site. (30-15-10-0)</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Compatibility / Impact on Uses</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Distance from city or village limits. (20-10-0)</td>
<td>20</td>
</tr>
<tr>
<td>2. Consistency of proposed use with County Land Resource Management Concept Plan and/or municipal comprehensive land use plan. (20-10-0)</td>
<td>0</td>
</tr>
<tr>
<td>3. Compatibility of agricultural and non-agricultural uses. (15-7-0)</td>
<td>7</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Existence of Infrastructure</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Availability of public sewage system. (10-8-6-0)</td>
<td>10</td>
</tr>
<tr>
<td>2. Availability of public water system. (10-8-6-0)</td>
<td>10</td>
</tr>
<tr>
<td>3. Transportation systems. (15-7-0)</td>
<td>7</td>
</tr>
<tr>
<td>4. Distance from fire protection service. (10-8-6-2-0)</td>
<td>8</td>
</tr>
</tbody>
</table>

**Site Assessment Score:**

- **Land Evaluation Value:** 98 + **Site Assessment Value:** 102 = **LESA Score:** 200

<table>
<thead>
<tr>
<th>LESA SCORE</th>
<th>LEVEL OF PROTECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-200</td>
<td>Low</td>
</tr>
<tr>
<td>201-225</td>
<td>Medium</td>
</tr>
<tr>
<td>226-250</td>
<td>High</td>
</tr>
<tr>
<td>251-300</td>
<td>Very High</td>
</tr>
</tbody>
</table>

The LESA Score for this site is 200 which indicates a low level of protection for the proposed project site. Note: Selecting the project site with the lowest total points will generally protect the best farmland located in the most viable areas and maintain and promote the agricultural industry in Kendall County.
**Wetlands:** The U.S. Fish & Wildlife Service’s National Wetland Inventory map does not indicate the presence of a wetland on the project site. If a wetland is present and will be impacted by the project, a wetland delineation specialist, who is recognized by the U.S. Army Corps of Engineers, should determine the exact boundaries and value of the wetlands.

**Floodplain:** A portion of the parcel is located within the floodplain.

**Sediment and Erosion Control:** Development on this site should include an erosion and sediment control plan in accordance with local, state and federal regulations. Soil erosion on construction sites is a resource concern because suspended sediment from areas undergoing development is a primary nonpoint source of water pollution. Please consult the Illinois Urban Manual (http://www.aiswcd.org/illinois-urban-manual/) for appropriate best management practices.
LAND USE OPINION:

The Kendall County Soil and Water Conservation District (SWCD) Board has reviewed the proposed development plans for Petitioner Keith & Kathleen Warpinski for the proposed Warpinski project. This parcel is located in Section 21 of Kendall Township (T.36N.-R.7E. of the 3rd Principal Meridian) in Kendall County. Based on the information provided by the petitioner and a review of natural resource related data available to the Kendall County SWCD, the SWCD Board has the following opinions and recommendations.

The Kendall County SWCD has always had the opinion that Prime Farmland should be preserved whenever feasible. A land evaluation, which is a part of the Land Evaluation and Site Assessment (LESA) was conducted on this parcel. The soils on this parcel scored a 99 out of a possible 100 points indicating the soils found on the project site are predominately prime farmland well suited for agricultural production. Overall, the LESA score was 200 indicating a low level of protection as selecting a project site with the lowest total points will generally protect the best farmland located in the most viable areas and maintain and promote the agricultural industry in Kendall County. Of the soils identified onsite, two (145B and 152A) are designated as prime farmland; the remaining soil (60C2) is noted as farmland of statewide importance.

For proposed land uses, soils can have potential limitations. This report indicates that for soils located on the parcel, 72% of the soils are very limited for dwellings with basements; 68% of the soils are very limited for dwellings without basements, small commercial building and conventional septic systems. This information is based on the soil in an undisturbed state and does not replace the need for site specific soil testing. Some soil reclamation, special design, or maintenance may be required to obtain suitable soil conditions to support development with significant limitations. Additionally, if the scope of the project includes the use of onsite septic systems, please consult with the Kendall County Health Department.

This site is located within the Illinois River Watershed and Middle Branch Aux Sable Creek subwatershed. This development should include a soil erosion sediment control plan to be implemented during construction. Sediment may become a primary non-point source of pollution. Eroded soils during the construction phase can create unsafe conditions on roadways, degrade water quality and destroy aquatic ecosystems lower in the watershed.

For intense project uses it may be necessary to have a drainage tile survey completed on the parcel to locate any subsurface drainage tile if suspected onsite. Drainage tile expedites drainage and facilitates farming. It is imperative that these drainage tiles remain undisturbed. Impaired tile may affect a few acres or hundreds of acres of drainage.

The information that is included in this Natural Resources Information Report is to assure the Land Developers take into full consideration the limitations of that land that they wish to develop. Guidelines and recommendations are also a part of this report and should be considered in the planning process. The Natural Resource Information Report is required by the Illinois Soil and Water Conservation District Act (Ill. Complied Statutes, Ch. 70, Par 405/22.02a).

Chair

[Signature]

Date

12/12/17
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1 inch = 100 feet
MEMORANDUM

To: Kendall County Zoning and Platting Advisory Committee
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: February 15, 2018
Re: 18-07 Proposed Text Amendment to Section 13.08 by Adding Sub-Section R Pertaining to
Special Use Permit Renewal Procedures

The Zoning Ordinance does not have a clear procedure for renewing special use permits. In reviewing all of the existing special use permits, twenty-seven (27) require some form of review or renewal. Additionally, in the future, the County Board may impose time limits on future special use permits. Therefore, Staff prepared the attached proposal establishing procedures for renewing special use permits.

The Planning, Building and Zoning Committee reviewed this proposal on February 13th and unanimously approved initiating the text amendment process.

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

Thanks,

MHA

ENC Proposed Procedure
Renewal of Special Use Permits Procedures

13.08.R. Special Use Renewal Procedures

1. All special use permits requiring renewal shall automatically be renewed for the same duration as listed in the special use permit currently in effect unless the owner of the special use permit or the Kendall County Board requests one or more amendments to the special use permit or if the owner or previous owner(s) of the special use permit violated the provisions and conditions of the special use permit during the most recent effective period of the special use permit.

2. If the owner of the special use permit or the Kendall County Board requests one or more amendments to the special use permit, then the amendments shall be processed under the applicable provisions of the Kendall Count Zoning Ordinance for minor and major amendments to a special use permit, depending on the nature of the requested amendment(s).

   a. If the owner of the special use permit requests one or more amendments, the owner of the special use permit shall be responsible for paying all applicable fees related to the securing of the requested amendment(s).
   b. If the Kendall County Board requests one or more amendments to the special use permit at the time of renewal, the Kendall County Board shall be responsible for paying all applicable fees related to the securing of the requested amendment(s).
   c. The most recent special use permit shall remain effective until the expiration date listed in the special use permit or the date in which the Zoning Administrator, in cases of minor amendments, or the Kendall County Board, in cases of major amendments, issues a decision on the application, whichever is later.
   d. The Zoning Administrator, in cases of minor amendments, and the Kendall County Board, in cases of major amendments, may impose reasonable restrictions and conditions on any new or existing restriction or condition on an amended special use permit.
   e. If the Zoning Administrator, in cases of minor amendments, or the Kendall County Board, in cases of major amendments, denies an amendment application, the most current version of the special use permit shall remain in effect as outlined in Section 13.08.R.1 above.
   f. At least one (1) year shall lapse between the date of denial and the application for the same or similar amendment(s) to a special use permit at the same property.

3. If the owner or previous owner(s) of the special use permit is found guilty of violating the terms and conditions of the special use permit through an administrative adjudication process or by a court of competent jurisdiction during the most recent effective period of the special use permit, the owner of the special use permit shall apply for renewal of the special use permit under the same process as applications for new special use permits.

   a. If the owner of a special use permit applies for renewal under this sub-Section, the existing special use permit shall remain effective until the expiration date listed in the existing special use permit or until the Kendall County Board issues a decision on the renewal application, whichever is later.
   b. If the owner of a special use permit requiring renewal under this sub-Section of the Zoning Ordinance does not submit an application for renewal, then the special use permit shall be automatically revoked at its expiration date.
c. If the Kendall County Board denies a request for a required renewal of a special use permit, the existing special use permit shall be deemed expired and revoked on the expiration date listed in the existing special use permit. Nothing in the provision shall be construed as a regulation restricting the Kendall County Board from initiating revocation procedures as outlined in Section 13.08.F. of the Kendall County Zoning Ordinance.

d. If a special use permit is revoked under the provisions of b or c listed above, the Zoning Administrator shall cause the Official Zoning Map of Kendall County to be amended to reflect the revocation.

e. At least one (1) year shall lapse between the date of revocation and the application for a new special use permit for the same or similar use at the same property.

4. This Sub-Section shall apply to any special use permit issued after **INSERT DATE** requiring renewal. Any special use permit issued prior to this date that requires renewal may follow the provisions of this Sub-Section if the owner(s) of the special use permit sign a notarized affidavit agreeing to the provisions of this Sub-Section.