CALL TO ORDER

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

APPROVAL OF AGENDA

APPROVAL OF MINUTES: Approval of minutes from the August 10, 2015 meeting

EXPENDITURE REPORT- (handed out at meeting) Approval to forward the claims to the Finance Committee in an amount not to exceed $20,000

PUBLIC COMMENT

PETITIONS

NEW BUSINESS/OLD BUSINESS

1. Authorize WBK to review Plano Stormwater Ordinance not to exceed $3000
2. Recommend approval of amended Senior Planner job description
3. Agreement for the provision of funding to complete the Tanglewood Trails Subdivision public improvements
4. FY 2016 Department budget review
5. Remote meeting attendance for Historic Preservation Commission members
6. LRMP Update (Trails and Little Rock Township) – Public Hearing 9/23/15
7. Kendall/Na-Au-Say One Acre Minimum Request – Waiting on Township Response
8. 15-13 Kritzberg – ZBA Approved setback variance for garage on Game Farm Road

UPDATE ON HISTORIC PRESERVATION

UPDATE ON CMAP LAND USE COMMITTEE MEETING

PROJECT STATUS REPORT
PERMIT REPORT
REVENUE REPORT
CORRESPONDENCE
EXECUTIVE SESSION

ADJOURNMENT- Next meeting on October 5, 2015
CALL TO ORDER
The meeting was called to order by Chairman Scott Gryder at 6:30 p.m.

ROLL CALL
Present: Lynn Cullick (arrive at 6:48 p.m.), Vice-Chair Judy Gilmour, Chairman Scott Gryder and Jeff Wehrli, Bob Davidson
Absent:
Also present: Jeff Wilkins: County Administrator; Mike Hoffman: Teska Consultant; Rhonda Miller, Petitioner; Dan Koukol; Petitioner; Matt Prochaska, Kendall County Board Member
In the audience: None

APPROVAL OF AGENDA
Jeff Wehrli made a motion to approve the agenda as written, Judy Gilmour seconded the motion. Approved 4-0.

APPROVAL OF MINUTES
Judy Gilmour made a motion to approve the minutes from June 8, 2015 with amendment to correct minor spelling errors. Jeff Wehrli seconded the motion. Approved 4-0.

EXPENDITURE REPORT
Bob Davidson moved to send the expenditure reports of $1,355.72 to the Finance Committee. Judy Gilmour seconded. Approved 4-0.

PUBLIC COMMENT - None

PETITIONS -
1. 15-11 Rhonda Miller/Strong Tower of Refuge Ministries
Request: Special Use to allow a place of worship in a B3 Zoning District
Location: 81 Boulder Hill Pass, Montgomery (Boulder Hill)
Purpose: To allow the ministry to lease space in the existing shopping center

Mr. Hoffman stated the case has been before the necessary committees including the Zoning and Platting and Advisory Committee (ZPAC) and the Kendall County Regional Planning Commission (KCRPC), and the Special Use Hearing Officer. All recommendations have been favorable with only one condition being advised. That condition being the Special Use zoning runs with the tenant instead of the land. Mr. Hoffman further stated that there is a 100’ separation provision in the code between a church and a business selling liquor; however, there is enough distance so that would not be an issue. Also, Mr. Hoffman explained that the ministry a traditional church in that the focus is more on outreach. Therefore, there would be more small activities all week long and they trying to coordinate extensively with other local churches to provide services. Currently the congregation is small and does not look to expand much larger. Staff does not see a problem with parking space and is currently recommending approval.

8.10.15 PBZ Meeting Minutes
Mr. Wehrli asked Ms. Miller to ask him if the establishment of a liquor license nearby becomes an issue. Ms. Miller stated that it has been good so far and does not foresee an issue.

Jeff Wehrli made the motion to approve. Bob Davidson seconded. **Approved 4-0.**

With the approval, the petition moves to the County Board Meeting on Tuesday, August 18 at 9:00 a.m.

2. **15-12 Dan Koukol**
   
   **Request:** Major Amendment to Special Use  
   **Location:** 3485 Route 126 in Na-Au-Say Township, approximately ½ mile west of Schlapp Road  
   **Purpose:** To allow outdoor display (trailers) to be located within front yard setback. Current condition of special use is they must be setback 40’. Request was originally zero setback, but has agreed to 10’

Bob Davidson made the motion to approve. Judy Gilmour seconded.

Mr. Hoffman stated that Mr. Koukol has had a special use permit to operate a business on the premise with a forty feet setback required for display of any equipment for sale. He sells used farmed equipment. He wants to move the equipment forward for better marketing as the speed of traffic necessitates. After reviewing the current code, business zoning has a ten feet setback for displaying equipment. Staff believed that distance to be equitable. It was approved favorably from the Zoning and Platting and Advisory Committee (ZPAC), Kendall County Regional Planning Commission (KCRPC), and the Special Use Hearing Officer. Na-Au-Say Township is recommending against it; their concerns are about stopped or slowed traffic and felt that the forty feet setback was appropriate. From Mr. Koukol’s previous statements, the forty feet setback was due to a home possibly being built across the street. That home was never built nor are there plans. The petitioner is comfortable with ten feet. Staff is recommending the ten feet with the condition of it being based from the right-of-way.

Chairman Gryder noted that the Sheriff’s Office had objected at the Zoning and Platting and Advisory Committee (ZPAC) to the zero foot setback. Mr. Gryder asked if they were comfortable with the ten feet. Mr. Hoffman stated that he believes they are comfortable with it.

Mr. Koukol reiterated that due to the speed he wanted to use the extra frontage for marketing.

Mr. Wehrli asked Mr. Koukol if he was comfortable of the Special Use running with the business instead of the land. Mr. Koukol answered in the affirmative.

Mr. Gryder asked the setback for the neighboring. Mr. Hoffman answered that the neighbor buildings are over a hundred feet as zoned in agricultural.

Ms. Gilmour asked the setback of the fence. Mr. Koukol stated it was five feet from the right-of-way.

Mr. Wehrli made a motion to amend the original to add the condition of the Special Use running with the business instead of the land. Ms. Gilmour seconded. **Approved 5-0.**

With the approval, the petition moves to the County Board Meeting on Tuesday, August 18 at 9:00 a.m.

**NEW BUSINESS/OLD BUSINESS**

1. Petition 15-10 - Frank Schmaltz – Request for a variance to allow a trailer to be parked in the
front yard setback at 23 Old Post Road in Montgomery. Variance was denied by the ZBA by a 3-3 vote on 6-29-15. Mr. Hoffman stated that the trailer has been moved and the truck has been made operable.

2. Recommend Senior Planner Job Description – Mr. Wilkins stated that there were some slight modifications to the Planning and Zoning Manager. He wanted the position to interact with transportation a bit more as well as be an alternate for the liquor license process as it was similar to a zoning process. Mr. Wilkins stated that the position is classified as exempt; however, the State’s Attorney Office has been asked to review the status for propriety. The Committee discussed the additional duties and the possibility of reporting confusion. The Committee decided that if the issues came up it would be handled then. The Committee also clarified some wording in the description to eliminate confusion. The Committee discussed the qualifications requirements and decided to clarify some wording, and added equivalent experience and certifications as substitute for specific education. Jeff Wehrli made a motion to move the amended job description to the State’s Attorney for review. Lynn Cullick seconded. Approved 5-0.

3. Intergovernmental Agreement between Village of Millbrook and County of Kendall – Mr. Wilkins stated it is the same agreement as in the past. The Committee discussed reviewing the agreement. Lynn Cullick made a motion to table the agreement until the Senior Planner position is filled so they could review and check in with Millbrook. Chairman Scott Gryder seconded. Motion failed 4-1. Lynn Cullick voted aye. Judy Gilmour made the motion for approval; Bob Davidson seconded. Approved 5-0.

4. LRMP Update (Trails and Little Rock Township) – Mr. Hoffman stated there were two proposed to the plan: first, an update the trails plan and who owns the plan, and second, a change of land use in Little Rock Township from residential to commercial. Mr. Hoffman stated that they need a public hearing for those changes and will be having one for the Regional Planning Commission.

5. Kendall/Na-Au-Say One Acre Minimum Request – Mr. Hoffman stated that Kendall/Na-Au-Say wanted a change from the once acre minimum. Mr. Hoffman stated that it went to Ad-Hoc Committee and the decision was to give townships a chance to create a zoning that would take care of the County’s concerns. The Committee discussed the needs of having larger lot sizes, primarily in regards to septic needs. The County is currently waiting on the townships responses.

UPDATE ON HISTORIC PRESERVATION- Mr. Wehrli stated that they will be having conversations on other funding options for the Millbrook Bridge after Millbrook’s denial of Forest Preserve access to the public right-of-way as it is no longer part of a trial system. Mr. Wehrli also stated they are looking for members and to change the bylaws to allow the ability to Skype one of their members. That change would have to come from this Committee.

UPDATE ON CMAP LAND USE COMMITTEE MEETING- Mr. Hoffman stated that CMAP is going to update their 2040 GOTO plan. Mr. Wilkins added that CMAP requires now 10% match from grantees for their Local Technical Assistance grant. Mr. Wilkins also said that the grant from CMAP the County has will be having a kick-off meeting on September 2.

Chairman Gryder added one piece of new business. He handed out Oswego Comprehensive Plan and asked the Committee to look at it as it is good information.

PROJECT STATUS REPORT– Reviewed
PERMIT REPORT– Reviewed
REVENUE REPORT– Reviewed
CORRESPONDENCE – None
EXECUTIVE SESSION- None

ADJOURNMENT- Next meeting will be on September 14, 2015
Jeff Wehrli made a motion to adjourn the meeting. Lynn Cullick seconded the motion. Approved 4-1. Chairman Gryder adjourned the meeting at 7:39 p.m.
Respectfully Submitted,
Andrez P. Beltran
Economic Development and Special Projects Coordinator
Kendall County Job Description

TITLE: Senior Planner
DEPARTMENT: Planning Building and Zoning
SUPERVISED BY: Interim Director of Planning, Building and Zoning
FLSA STATUS: Exempt
COUNTY BOARD APPROVED: /2015

I. Position Summary:
Under general direction of the Interim Director of Planning, Building and Zoning, performs work of considerable difficulty related to the management and general operations of the Kendall County Planning, Building and Zoning Department; and develops, administers and coordinates processes related to land use development and planning to ensure orderly development, redevelopment and growth in the unincorporated areas of Kendall County.

II. Essential Duties and Responsibilities:
A. The primary duty is the performance of office or non-manual work directly related to the management or general operations of the Kendall County Planning, Building and Zoning Department, which includes the exercise of discretion and independent judgment with respect to matters of significance.

B. Serves as project manager for all petitions for variances, rezoning, special uses, subdivision plat approval, and Planned Unit Developments in the unincorporated areas of Kendall County by performing various duties including, but not limited to:
1. In-depth application and plan review to confirm that all petitions, plans drawings and supporting documents are complete and compliant with all applicable codes, statutes and ordinances;
2. Coordinates with applicants to obtain additional information and project changes;
3. Schedules and conducts pre-application meetings for zoning, subdivision and development applications;
4. Prepare legal notices and post the same on relevant property sites;
5. Conduct all necessary background research;
6. Prepare staff reports;
7. Prepares correspondence and coordinates review of site development permits and engineering plans and petitions with other staff and outside review agencies;
8. Prepares reports and recommendations to various boards and committees involved in the development review process and oversees preparation of informational handouts and packets for distribution to the various boards and committees;
9. Provides recommendations to the applicable committees, commissions and County Board related to the applications and plans;
10. Manages and schedules petitions for required hearings and review by the various committees, commissions and boards involved in the review process; and
11. Prepares draft ordinances and resolutions for review by the applicable committees, commissions and boards.

C. Serves as Kendall County’s liaison and works with outside agencies and consultants in the development of long range plans and development reviews, updating and administering codes related to land regulation and development, and the County’s Land Resource Management and Transportation Plans.

D. Assists Kendall County’s consultants in the preparation of specialized planning studies and reports.

E. Provides staff support to a variety of committees, commissions and Boards; attends and makes presentations to various commissions and boards such as the Kendall County ZPAC, Plan Commission, and Zoning Board of Appeals.

F. Interprets and applies Federal and State statutes, regulations and rules to ensure that the public and private projects are in compliance with the same.

G. Interprets, applies, and enforces provisions of applicable Kendall County ordinances related to development, zoning, subdivision, soil erosion, storm water management, floodplain and nuisance.

H. Interacts and communicates with a variety of individuals and groups who contact the Kendall County Planning, Building and Zoning Department for the purpose of obtaining or providing information, coordinating activities, processing projects, negotiating plan changes, and formulating recommendations.

I. Oversees the maintenance of petition records, allocation registration reviews, and data base development etc.

J. Performs zoning compliance review of building permits as requested by Planning, Building and Zoning Department staff and provides recommendations regarding the same.

K. Operates Kendall County vehicle and safety equipment.

L. Makes recommendations for improving processes and procedures of the department.

M. Assist staff, consultants and others with Kendall County ordinance enforcement and compliance by performing duties including, but not limited to, investigating alleged ordinance violations and complaints received by the Kendall County Planning, Building and Zoning Department; determining whether ordinance violations exist; and providing testimony and administrative support necessary for the prosecution of ordinance violations.

N. Authorize reduction and release of bonds, letters of credit and other security for public improvements and land cash contributions.

O. Calculates school and park/forest preserve land cash contributions, and recommends fee adjustments.

P. Maintains escrow accounts for site development permits.

Q. Serve as alternate Program Compliance Oversight Monitor (PCOM) for the County’s Kendall Area Transit program.

R. Serve as alternate for processing and maintaining all new liquor licenses for unincorporated portions of the County as well as renewal license applications.

S. Adheres to all work and safety policies and procedures.

T. Attends conferences, seminars, training and various Kendall County meetings.

U. Maintains regular attendance and punctuality.
Kendall County Job Description

V. Other duties as assigned.

III. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

A. LANGUAGE SKILLS:
   - Ability to research, read and interpret documents, plans, statutes, regulations and ordinances.
   - Ability to prepare documents, presentations, reports and correspondence.
   - Ability to communicate effectively both orally and in writing with the public, employees, consultants, developers, attorneys, and elected officials.
   - Requires good knowledge of the English language, spelling and grammar.

B. MATHEMATICAL SKILLS:
   - Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
   - Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

C. REASONING ABILITY:
   - Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
   - Ability to deal with problems involving several concrete variables in standardized situations.
   - Ability to read and interpret Blueprints, plats of survey, and similar documents and drawings.

D. CERTIFICATES, LICENSES, REGISTRATIONS:
   - A current and valid driver's license.
   - AICP designation preferred.
   - Any and all certificates and registrations as required for the specific duties performed.

E. OTHER SKILLS, KNOWLEDGE AND ABILITIES:
   - Strong organizational skills.
   - Computer knowledge of MS Word, Excel, Outlook, Access, Power Point.
   - Basic knowledge of engineering and construction practices and GIS systems.
   - Ability to multi-task and simultaneously manage several projects.
   - Ability to participate in and facilitate group meetings.
   - Ability to listen, understand information and ideas and work effectively with County personnel, local elected officials, and local economic development officials.
Kendall County Job Description

- Understanding of all applicable statutes, regulations and ordinances as well as zoning and subdivision administration.

F. EDUCATION AND EXPERIENCE:
- Bachelor’s Degree required with preference for degree from an accredited college or university in Land Use Planning, Urban Planning, Landscape Architecture or Public Policy. AICP designation may substitute for Bachelor’s Degree requirement.
- Master’s Degree in planning, public policy or public administration preferred.
- Minimum of three years experience in Planning and Zoning field.

IV. Physical Demands:
While performing the duties of this job, the employee must be able to:

- Frequently sit for hours in meetings or office;
- Occasionally lift and/or move up to 30 pounds;
- Stand and walk on uneven ground at development sites;
- Use hands to finger, handle, or feel;
- Reach, push and pull with hands and arms;
- Bend over at the waist and reach with hands and arms;
- Climb and balance at development sites;
- Stoop, kneel, crouch, and/or crawl;
- Talk and hear in person and via use of telephone;
- Operate County vehicles and safety equipment;
- Specific vision abilities include close and distance vision, depth perception and distance vision; and
- Travel independently to development sites, public hearings and other meetings and other locations both within and outside Kendall County, Illinois.

V. Work Environment:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- Inside and outside environmental conditions.
- Will be exposed to occasional driving and onsite construction conditions.
- The noise level in the work environment varies from quiet to noisy outside.
- The employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours.
- Employee may be exposed to stressful situations while working with elected officials, consultants, attorneys, applicants, and the general public.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.
Kendall County Job Description

By signing my name below, I hereby affirm that I received a copy of this job description.

__________________________
Employee Receipt Acknowledgement & Signature

__________________________
Date
AGREEMENT FOR THE PROVISION OF FUNDING TO COMPLETE THE TANGLEWOOD TRAILS SUBDIVISION PUBLIC IMPROVEMENTS LOCATED WITHIN KENDALL COUNTY, ILLINOIS

THIS AGREEMENT (Hereinafter “Agreement”) by and between the County of Kendall, a unit of local government of the State of Illinois (Hereinafter “Kendall County”), BCB Development IV, LLC, an Illinois Limited Liability Company (Hereinafter “BCB”) and Tanglewood Trails Homeowners Association, Inc., an Illinois Corporation (Hereinafter “Tanglewood Trails HOA”), is as follows:

WITNESSETH:

WHEREAS, Tanglewood Trails, LLC (the “Developer”) entered into a Planned Unit Development Agreement with the County of Kendall on or about March 1, 2005 within which the Tanglewood Trails subdivision development (Hereinafter “Subject Development”) was outlined and authorized; and

WHEREAS, Tanglewood Trails, LLC had entered into an Annexation Agreement on or about June 8, 2004 with the United City of Yorkville, which resulted in Annexing Ordinance No. 2004-30 for the Subject Development, which was passed on that same date and which has not gone into effect because of the noncontiguous location of the Subject Development to the City limits; and

WHEREAS, Tanglewood Trails, LLC was involuntarily dissolved by the State of Illinois on or about May 13, 2011 and the development properties held by it were conveyed by way of Deed in Lieu of Foreclosure to Benchmark Bank, Aurora, IL, on or about September 24, 2009; and

WHEREAS, on December 4, 2009, Benchmark Bank, Aurora, IL was closed by the Illinois Department of Financial and Professional Regulation - Division of Banking, and the
Federal Deposit Insurance Corporation (FDIC) was named Receiver. Directly thereafter many accounts and interests were transferred to MB Financial Bank, N.A., including the Subject Development’s parcels and interests previously held by the Benchmark Bank; and

WHEREAS, on July 27, 2010 the FDIC issued a Notice of Disallowance of Claim wherein it failed and refused to honor the Benchmark Bank Letter of Credit No. 13532, which had been held by Kendall County to ensure that the Subject Development’s public improvements would be completed; and

WHEREAS, On August 24, 2010, MB Financial Bank, N.A. assigned its rights and interests to the Subject Development and parcels to BCB through a Quit Claim Deed and on July 9, 2013, the “First Amendment to Tanglewood Trails Declaration of Covenants, Conditions, Restrictions and Easements-Single Family” was signed and later filed with the Kendall County Recorder, wherein BCB designated itself as the “Declarant” and “Developer” under said declaration; and

WHEREAS, pursuant to the Tanglewood Trails Planned Unit Development Agreement recorded with Kendall County on March 11, 2005 (Document number 200500007001) (the “PUD Agreement”), the Subject Development was to be built in substantial compliance with the Final Engineering Plans revised on November 30, 2004 and have thus far not been completed so as to allow for a final inspection and approval of the remaining public improvements; and

WHEREAS, Kendall County, BCB and the Tanglewood Trails HOA seek to avoid litigation and coordinate the completion of the Subject Development in substantial compliance with the prior plans and specifications, while also accounting for the change in needs for the development and the current economic realities following the failure of both the Developer and Benchmark Bank to complete the development.
NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. BCB shall provide Kendall County with funds in the amount of Eighty Five Thousand Dollars and Zero Cents $85,000.00 within ten (10) business days of final signature of this Agreement. Said funds shall be utilized to complete the remaining necessary public improvements in substantial compliance with the Subject Development’s plans, while also accounting for the change in needs for the development and the current economic realities (hereinafter “Subject Project”), so as to allow for a final inspection and approval of the remaining public improvements, which shall be the sole responsibility of Kendall County.

Section 3. By way of assisting with the remaining public improvements, Kendall County does not intend to become, nor does it accept liability as the Developer of the Subject Development. Nothing contained within this Agreement shall be construed as altering the legal duties of any parties for the maintenance or management of any of the Subject Development and its improvements and/or lands except as provided herein. This Agreement does not supplant the purpose or duties of the Tanglewood Trails HOA or obligate Kendall County in any way to accept liability for future maintenance or improvements of the non-public improvements of the Tanglewood Trails subdivision. Each of the parties signing to this Agreement understand that Kendall County is not a Developer or General Contractor and agree to waive any and all claims against Kendall County as a result of the activities it takes in coordinating and completing the final public improvements on the remaining parties’ behalf.
Section 4. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to maintain, repair, replace, or otherwise control the Subject Development, roadways or improvements within the Tanglewood Trails Subdivision with the exception of those duties undertaken to finish the Subject Project as described herein. The payment of the aforesaid $85,000.00 shall be full and final satisfaction of all obligations of BCB, the Tanglewood Trails HOA, the Declarant, the Developer, and all successors and assigns, including, but not limited to, the owner of any lot in the Subject Development, under the PUD Agreement to complete the remaining necessary public improvements in substantial compliance with the Subject Development’s plans. For and in consideration of the payment of the aforesaid $85,000.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby admitted, Kendall County hereby agrees that paragraph 1.C, the first sentence of paragraph 2, paragraphs 3.B., 3.C.(ii), and paragraph 4.D, of the PUD Agreement are null, void and no longer in force or effect and that the inclusion of the maintenance of a “trail system” within paragraph 3.C.(iii) is hereby void and no longer in force or effect, unless such a trail system should be installed at a future date. Kendall County further agrees that any improvement specified in the PUD Agreement, that has not been constructed or paid prior to the date hereof, and that is not constructed or paid by Kendall County with the aforesaid $85,000.00, has been determined by Kendall County to be unnecessary, and shall not be a future obligation of BCB, the Tanglewood Trails HOA, the Declarant, the Developer, and all successors and assigns, including, but not limited to, the owner of any lot in the Subject Development. It is also the understanding of the parties that the Consent for the creation of a Back-Up Special Service Area as called for by paragraph 3.C.(iv) of the PUD Agreement has previously been provided and there is no duty on the part of BCB or the Tanglewood Trails HOA to provide another Consent.
Nothing in this agreement shall eliminate required County School and Park Land-Cash Fees to be paid by the Applicant for each single family building permit at the time of application for each respective building permit in accordance with applicable County ordinances.

Section 5. Kendall County shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Subject Project pursuant to applicable state and federal laws.

Section 6. Kendall County shall select and contract with all contractors and subcontractors necessary to complete the construction of the Subject Project and shall be solely responsible for supervising, constructing and completing the Subject Project as described herein and payment of the associated costs of the Subject Project up to the $85,000 budget provided. Neither BCB, Kendall County, or Tanglewood Trails HOA shall have any obligation to contribute any additional funds to the completion of the Subject Project. In the event, that there are additional funds remaining after completion of the Subject Project, Kendall County will retain said funds.

Section 7. To the extent allowable by law, BCB and the Tanglewood Trails HOA shall each indemnify, hold harmless and defend with counsel of Kendall County’s own choosing, the Kendall County Planning, Building and Zoning Department, Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any and all claims raised in regard to the performance of this contract, the completion of the Subject Project, the conformity with the aforementioned PUD Agreement and/or any other applicable Declarations, Covenants, Conditions and/or Restrictions, as well as those claims raised in regard to the legality of this Agreement (collectively, the “Claims”). Nothing contained herein shall be construed as
prohibiting Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any Claims, brought against them. Kendall County’s participation in its defense shall not remove BCB and the Tanglewood Trails HOA’s duty to indemnify, defend, and hold Kendall County harmless, as set forth above. The 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.

Section 8. Kendall County shall require its contractors to provide personal injury and property damage liability insurance for the Subject Project and Improvements and to name Kendall County, BCB and the Tanglewood Trails HOA as additional insureds in connection with the maintenance, placement, construction, repair or replacement of the subject Improvements. Beyond the aforementioned obligation, at no time shall Kendall County be inferred to have a duty, or otherwise be obligated to, provide personal injury and property damage liability insurance for the Subject Project and Improvements or otherwise indemnify and hold harmless BCB or Tanglewood Trails HOA in connection with the use, enjoyment, ownership, maintenance, placement, construction, repair or replacement of the subject improvements.

Section 9. BCB and the Tanglewood Trails HOA hereby waive, relinquish, absolve, and discharge Kendall County from any and all liability, damages, costs, and expenses of any nature whatsoever resulting directly or indirectly from the Subject Project, including without limitation, any injuries or damages that BCB and the Tanglewood Trails HOA and their employees, contractors, subcontractors, invitees and guests may suffer or incur in connection with the Subject Project and Claims described in Section 7. To the fullest extent permitted by law, Kendall County makes (and has heretofore made) no representations or warranties of any
kind whatsoever and Kendall County can provide no assurances, warranties or guarantees in regard to the Subject Project.

Section 10. In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys’ fees and court costs arising out of any action or claim to enforce the provisions of this Agreement as determined by such Court.

Section 11. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to the County: Director
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 203
Yorkville, Illinois 60560
Fax: 630-553-4179

With copy to:
Kendall County State’s Attorney
807 John Street
Yorkville, Illinois, 60560
Fax: 630-553-4204

If to BCB: BCB Development IV, LLC
6111 North River Road, 4th Floor
Rosemont, IL 60018
Attn: Brian Nagorsky

With a copy to: John Philipchuck
111 East Jefferson Avenue, Suite 200
P.O. Box 565
Naperville, IL 60566
Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

Section 12. 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.

Section 13. 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. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by all parties.

Section 14. Nothing contained in this Agreement, nor any act of the County or the other Parties 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 the County and the other Parties.

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such
modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. Nothing in this agreement shall be interpreted to alter jurisdiction over the Subject Development’s roadways, which shall be officially turned over to the Township by Kendall County upon completion of the Subject Project.

Section 17. 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.

Section 18. This Agreement shall take effect upon the date of the final signature below, and shall remain in effect until the completion of the Subject Project. However, waiver and indemnification obligations shall survive beyond the date of completion of the Subject Project.

Section 19. The Parties' waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

Section 20. Kendall County and BCB and the Tanglewood Trails HOA 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.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
executed by their duly authorized officers on the above date in Yorkville, Illinois.

County of Kendall, a unit of local government of the State of Illinois

By: ______________________________
   Chair, Kendall County Board

Attest:

____________________________
County Clerk

BCB Development IV, LLC, an Illinois Limited Liability Company

By: ______________________________

Title: ______________________________

Tanglewood Trails Homeowners Association, Inc., an Illinois Corporation

By: ______________________________

Title: ______________________________
# Department (CC) Summary

*Department (CC): Planning, Building & Zoning*

## Changes to Department (CC):

<table>
<thead>
<tr>
<th>GL Account</th>
<th>GL Account Description</th>
<th>Changes</th>
<th>Percent Change</th>
<th>2015 Amount</th>
<th>2016 Amount</th>
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<td>010-002-1205</td>
<td>Building Fee/Permits</td>
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<td>0.00%</td>
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<td>55,000</td>
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<td>010-002-1215</td>
<td>PBZ - Recording Fees</td>
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<td>385</td>
<td>600</td>
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<td>010-002-1220</td>
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<td>010-002-1225</td>
<td>Special Use Hearing Officer</td>
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<td>20.00%</td>
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<td><strong>Total Revenues:</strong></td>
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<td><strong>66,135</strong></td>
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<td>2.29%</td>
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<td>10.00%</td>
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<td>010-002-6201</td>
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<td>010-002-6209</td>
<td>Legal Publications</td>
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<td>010-002-6216</td>
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<td><strong>227,200</strong></td>
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Sep 08, 2015 12:28 PM

Department (CC) Summary
To: Planning, Building and Zoning Committee  
From: Mike Hoffman  
Date: September 9, 2015  
Re: Request to Allow Remote Participation for Historic Commission Meetings

There has been a request by Jeff Wehrli to allow members of the Historic Preservation Commission (HPC) to participate in meetings remotely (i.e., via video conferencing or via speaker phone). Such participation is allowed by the Illinois Open Meetings Act, but is not currently addressed in the rules and regulations of the HPC.

We have created the attached draft policy to address this issue. A few items to note:

1. The Open Meetings Act includes the following language which is relevant to the discussion:
   a. "Meeting" means any gathering, whether in person or video or audio conference, telephone call, electronic means (such as, without limitation, electronic mail, electronic chat, and instant messaging), or other means of contemporaneous interactive communication, of a majority of quorum of the members of a public body held for the purpose of discussing public business or, for a 5-member public body, quorum of the members of a public body held for the purpose of discussing public business.

   b. A quorum of members of a public body must be physically present at the location of an open meeting.

If this policy, or some revised version of it, is acceptable to the PBZ Committee, we recommend adoption of the policy by the County Board.

Attachments:
1. Draft Policy
KENDALL COUNTY HISTORIC PRESERVATION COMMISSION
REMOTE ATTENDANCE POLICY

I. PURPOSE

The purpose of this Policy is to allow members of the KENDALL COUNTY HISTORIC PRESERVATION COMMISSION to attend and participate in open and closed meetings of the Board by video or audio means as authorized by Section 7 of the Open Meetings Act, 5 ILCS 120/7, subject to the rules and limitations applicable to such attendance and participation as set forth in this Policy.

II. DEFINITIONS

“Act” means the Illinois Open Meetings Act, 5 ILCS 120/1 et seq.
“Commission” means the Kendall County Historic Preservation Commission.
“Commissioner” means a member of the Commission.
“Meeting” means any open or closed meeting of the Commission that is subject to the Act.
“Qualifying Event” means: (i) personal illness or disability; (ii) employment purposes or the business of the District; or (iii) a family or other emergency.
“Remote Means” means video or audio conference only.

III. REMOTE ATTENDANCE PERMITTED

Subject to the limitations set forth in Section IV below, a Commissioner may attend any Meeting by Remote Means if the Commissioner is prevented from physically attending the Meeting because of a Qualifying Event.

IV. RESTRICTIONS ON REMOTE ATTENDANCE

(a) No Commissioner may attend any portion of a Meeting by Remote Means unless:

   (i) a quorum of the Board is physically present at the Meeting; and
   (ii) he or she provides written notice to the Planning, Building and Zoning Department specifying the Qualifying Event at least one hour prior to the Meeting; and
   (iii) the Remote Means being utilized is fully functional so as to allow all Commissioners and any member of the audience to hear all communications taking place at the Meeting.

(b) No Commissioner may attend a Meeting by Remote Means for any reason other than a Qualifying Event.
V. RULES OF PROCEDURE WHEN REMOTE ATTENDANCE UTILIZED

(a) When any Commissioner attends any portion of a Meeting by Remote Means as permitted by this Policy:

(i) the minutes of the Meeting shall so reflect that such Commissioner attended the Meeting by Remote Means; and

(ii) every Commissioner shall be identified during all Board discussions so that each Commissioner is aware of which Commissioner is speaking at all times.

(b) A Commissioner attending a Meeting by Remote Means shall:

(i) be permitted to fully participate in the Meeting as if he or she were physically present, subject to the Board’s guidelines and procedures for conducting the Meeting; and

(ii) advise the Board if he or she leaves or returns from the Meeting; and

(iii) advise the Board of all other persons in the same room as such Commissioner attending by Remote Means and whether and to what extent such other persons are able to hear the discussions at the Meeting.

VI. APPLICABILITY

If any provision of this Policy conflicts with any provision of the Act, the provisions of the Act shall prevail.

VII. EFFECTIVE DATE

This Policy was approved by a majority of the Kendall County Board at its Meeting held on [INSERT DATE POLICY WAS APPROVED] and becomes effective [INSERT DATE POLICY IS EFFECTIVE].

VIII. AVAILABILITY OF POLICY

The Policy shall remain on file together with the [ORDINANCE or RESOLUTION] of the Board approving this Policy.

IX. AMENDMENTS

This Policy may be amended by a majority vote of the Board at any time.
<table>
<thead>
<tr>
<th>DATE</th>
<th>BUILDING FEES</th>
<th>ZONING APPLICATION</th>
<th>LAND-CASH</th>
<th>OFFSITE ROADWAY</th>
<th>DEPOSIT TOTAL</th>
<th>TOTAL DEPOSIT FISCAL 2014</th>
<th>MONTHLY TOTALS 2014</th>
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<td></td>
<td></td>
<td>$3,016.48</td>
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**TOTAL**   | **$53,862.77** | **$5,515.00**      | **$32,721.09** | **$3,000.00** | **$95,098.86** | **$164,433.40** |
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<th>Permit Fees</th>
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<td>Feb</td>
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<td>Generator</td>
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| Total       | 162 | 11  | 6   | 17  | 27  | 26  | 29  | 14  | 32  | 0   | 0   | 0   | 0   |

Copyright (C) 1997-2015 DEVNET Incorporated
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<td>01 House</td>
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<td>THE WILLOWS SUB</td>
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<td>01 House</td>
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<td>15593 PROSPECT HILL DR NEWARK, IL 60541-</td>
<td>ESTATES OF MILLBROOK UNIT 3</td>
<td>DKW HOMES, LLC</td>
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