



KANE COUNTY

KOJZAREK, Martin, Auger, Barreiro, Ford, Lenert, Smith & ex-officio Frasz
and Kenyon

COUNTY DEVELOPMENT COMMITTEE

TUESDAY, JUNE 19, 2018

County Board Room

Agenda

10:00 AM

Kane County Government Center, 719 S. Batavia Ave., Bldg. A, Geneva, IL 60134

1. **Call to Order**
2. **Approval of Minutes:** May 15, 2018
3. **Monthly Financials**
 - A. May Development Committee Financial Reports (attached)

4. **Public Comment**

5. **Building & Zoning Division**

- A. Building & Zoning Report
- B. Zoning Petitions

Petition #4441

ELGIN TOWNSHIP

Petitioner:

Jean Churan (PI Towers, LLC)

Location:

38W159 Bowes Road, Section 30, Elgin Township (06-30-400-016)

Proposed:

Special Use in the F-Farming District for a private communications tower

2040 Plan:

Proposed Open Space/Resource Management

Objectors:

Neighboring property owner

Recommendations:

Regional Planning Comm.: N/A

Zoning Board: Approval

Development Committee: To be determined

Petition #4445

CAMPTON TOWNSHIP

Petitioner:

Dominick Aurelio, et ux

Location:

43W675 Burlington Road, Section 5, Campton Township (08-05-100-015)

Proposed:

Rezoning from F-District Farming to F-1 District Rural Residential

2040 Plan:

Agricultural

Objectors:

None

Recommendations:

Regional Planning Comm.: N/A

Zoning Board: Approval

Development Committee: To be determined

Petition #4449

CAMPTON TOWNSHIP

Petitioner:

Dominick Aurelio, et ux

Location:

43W675 Burlington Road, Section 5, Campton Township (08-05-100-015)

Proposed:

Rezoning from F-District Farming to F-1 District Rural

2040 Plan: Residential
Objectors: Agricultural
Recommendations: None
Regional Planning Comm.: N/A
Zoning Board: Approval
Development Committee: To be determined

- C. Approval: Minor Adjustment to PUD Zoning: IntraSoccer, LLC, 37W950 Mason Road
 - D. **Resolution:** Approving Cable Television Franchise Agreement By and Between the County of Kane
 - E. Presentation: Demolition Properties
 - F. **Resolution:** Authorizing Application to Circuit Court for Demolition of Dangerous and/or Unsafe Building Property Located at 2330 Brentwood, Montgomery, IL 60538, Township of Aurora, Kane County, Illinois Parcel No.: 15-31-378-001
 - G. **Resolution:** Authorizing Application to Circuit Court for Demolition of Dangerous and/or Unsafe Building Property Located at 1205 S. State Street, Township of Aurora, Kane County, Illinois Parcel No.: 15-35-153-012
- 6. Planning & Special Projects**
- A. Staff Report (attached)
- 7. Subdivision**
- A. Minor Subdivision – Sunset Hill Subdivision 2 Lot Subdivision on 21.547 Acres (1 Existing Home) Section 5, Campton Township (08-05-100-015) Existing zoning is F, proposed zoning is F-1 (attached)
- 8. Environmental Resources**
- A. Discussion: Settlers Hill/Midway Landfill's - IEPA Application for Supplemental Modifications of Permit Assessment Monitoring Plan for Confirmed Exceedances Midway Landfill
- 9. Water Resources**
- 10. Office of Community Reinvestment**
- A. **Resolution:** Amending the Housing and Community Development Consolidated Plan
 - B. **Resolution:** Authorizing Actions Related to Management of the St. Charles Housing Trust Fund
- 11. Settlers Hill End Use Update**
- 12. New Business**
- 13. Reports Placed On File**
- 14. Executive Session (If Needed)**
- 15. Adjournment**

**Development Committee Revenue Report - Summary
Through May 31, 2018 (50.0% YTD)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	Total % Received
670 Environmental Management	32,148	5,182,359	323,860	6.25%
420 Stormwater Management	9,300	200,807	121,499	60.51%
650 Enterprise Surcharge	22,848	481,552	179,842	37.35%
651 Enterprise General	0	4,500,000	22,519	0.50%
690 Development	134,233	4,752,670	2,403,076	50.56%
001 General Fund	58,704	1,314,200	484,013	36.83%
400 Economic Development	0	157,316	89,876	57.13%
401 Community Dev Block Program	0	1,216,062	986,018	81.08%
402 HOME Program	54,564	925,312	459,595	49.67%
403 Unincorporated Stormwater Mgmt	0	499	334	66.95%
404 Homeless Management Info Systems	8,598	135,245	75,244	55.64%
405 Cost Share Drainage	0	199,289	181,688	91.17%
406 OCR & Recovery Act Programs	0	184,993	36,233	19.59%
407 Quality of Kane Grants	0	30,110	20,209	67.12%
408 Neighborhood Stabilization Progr	0	170,000	0	0.00%
409 Continuum of Care Planning Grant	1,968	71,569	11,826	16.52%
410 Elgin CDBG	8,569	175,404	45,501	25.94%
425 Blighted Structure Demolition	0	120,000	413	0.34%
435 Growing for Kane	17	14,132	10,110	71.54%
521 Bowes Creek Special Service Area	0	11	6	54.45%
5300 Sunvale SBA SW 37	0	488	13	2.61%
5301 Middle Creek SBA SW38	0	1,950	7	0.36%
5302 Shirewood Farm SSA SW39	0	2,349	0	0.01%
5303 Ogden Gardens SBA SW40	10	2,540	41	1.63%
5304 Wildwood West SBA SW41	1,151	11,747	1,221	10.40%
5305 Savanna Lakes SBA SW42	0	2,894	0	0.00%
5306 Cheval DeSelle Venetian SBA SW43	303	5,009	330	6.60%
5308 Plank Road Estates SBA SW45	70	3,350	85	2.54%
5310 Exposition View SBA SW47	168	4,105	195	4.75%
5311 Pasadena Drive SBA SW48	112	2,881	118	4.11%
5312 Tamara Dittman SBA SW 50	0	1,215	0	0.00%
Grand Total	166,382	9,935,029	2,726,936	27.45%

**Development Committee Expenditure Report - Summary
Through May 31, 2018 (50.0% YTD, 50.00% Payroll)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
670 Environmental Management	239,537	5,182,359	526,458	2,871,322	65.56%
420 Stormwater Management	18,812	200,807	70,602	(1,578)	34.37%
650 Enterprise Surcharge	28,763	481,552	240,897	42,428	58.84%
651 Enterprise General	191,962	4,500,000	214,958	2,830,473	67.68%
690 Development	201,825	4,928,434	2,528,356	95,649	53.24%
001 General Fund	109,080	1,489,964	721,594	57,965	52.32%
400 Economic Development	5,988	157,316	47,645	0	30.29%
401 Community Dev Block Program	9,736	1,216,062	861,462	0	70.84%
402 HOME Program	54,361	925,312	559,469	0	60.46%
403 Unincorporated Stormwater Mgmt	0	499	0	0	0.00%
404 Homeless Management Info Systems	7,461	135,245	73,655	0	54.46%
405 Cost Share Drainage	1,185	199,289	57,269	37,684	47.65%
406 OCR & Recovery Act Programs	2,859	184,993	22,774	0	12.31%
407 Quality of Kane Grants	0	30,110	0	0	0.00%
408 Neighborhood Stabilization Progr	0	170,000	100,484	0	59.11%
409 Continuum of Care Planning Grant	1,362	71,569	22,092	0	30.87%
410 Elgin CDBG	7,878	175,404	53,561	0	30.54%
425 Blighted Structure Demolition	0	120,000	0	0	0.00%
435 Growing for Kane	1,914	14,132	8,351	0	59.09%
521 Bowes Creek Special Service Area	0	11	0	0	0.00%
5300 Sunvale SBA SW 37	0	488	0	0	0.00%
5301 Middle Creek SBA SW38	0	1,950	0	0	0.00%
5302 Shirewood Farm SSA SW39	0	2,349	0	0	0.00%
5303 Ogden Gardens SBA SW40	0	2,540	0	0	0.00%
5304 Wildwood West SBA SW41	0	11,747	0	0	0.00%
5305 Savanna Lakes SBA SW42	0	2,894	0	0	0.00%
5306 Cheval DeSelle Venetian SBA SW43	0	5,009	0	0	0.00%
5308 Plank Road Estates SBA SW45	0	3,350	0	0	0.00%
5310 Exposition View SBA SW47	0	4,105	0	0	0.00%
5311 Pasadena Drive SBA SW48	0	2,881	0	0	0.00%
5312 Tamara Dittman SBA SW 50	0	1,215	0	0	0.00%
Grand Total	441,362	10,110,793	3,054,814	2,966,972	59.56%

**Development Committee Expenditure Report - Detail
Through May 31, 2018 (50.0% YTD, 50.00% Payroll)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
670 Environmental Management	239,537	5,182,359	526,458	2,871,322	65.56%
420 Stormwater Management	18,812	200,807	70,602	(1,578)	34.37%
Personnel Services- Salaries & Wages	1,850	24,840	12,050	0	48.51%
Personnel Services- Employee Benefits	464	6,097	2,954	0	48.45%
Contractual Services	16,288	168,670	55,281	(1,578)	31.84%
Commodities	209	1,200	317	0	26.41%
650 Enterprise Surcharge	28,763	481,552	240,897	42,428	58.84%
Personnel Services- Salaries & Wages	13,026	166,605	81,556	0	48.95%
Personnel Services- Employee Benefits	4,109	46,206	24,202	0	52.38%
Contractual Services	6,989	163,101	55,710	40,666	59.09%
Commodities	4,640	35,100	8,889	1,761	30.34%
Transfers Out	0	70,540	70,540	0	100.00%
651 Enterprise General	191,962	4,500,000	214,958	2,830,473	67.68%
Contractual Services	191,962	4,500,000	214,958	2,830,473	67.68%
690 Development	201,825	4,928,434	2,528,356	95,649	53.24%
001 General Fund	109,080	1,489,964	721,594	57,965	52.32%
Personnel Services- Salaries & Wages	87,089	1,151,774	586,472	0	50.92%
Personnel Services- Employee Benefits	18,356	224,174	110,838	0	49.44%
Contractual Services	3,166	61,447	17,768	0	28.92%
Commodities	469	52,569	6,516	5,926	23.67%
Capital	0	0	0	52,039	0.00%
400 Economic Development	5,988	157,316	47,645	0	30.29%
Personnel Services- Salaries & Wages	217	6,167	217	0	3.52%
Personnel Services- Employee Benefits	71	3,704	71	0	1.93%
Contractual Services	5,700	147,045	47,357	0	32.21%
Commodities	0	400	0	0	0.00%
401 Community Dev Block Program	9,736	1,216,062	861,462	0	70.84%
Personnel Services- Salaries & Wages	6,941	118,935	46,439	0	39.05%
Personnel Services- Employee Benefits	2,365	40,669	15,165	0	37.29%
Contractual Services	430	1,031,138	789,176	0	76.53%
Commodities	0	2,520	112	0	4.44%
Capital	0	1,000	0	0	0.00%
Transfers Out	0	21,800	10,571	0	48.49%
402 HOME Program	54,361	925,312	559,469	0	60.46%
Personnel Services- Salaries & Wages	3,316	47,043	20,369	0	43.30%
Personnel Services- Employee Benefits	784	14,698	4,978	0	33.87%
Contractual Services	50,262	862,661	534,088	0	61.91%
Commodities	0	235	35	0	14.88%
Capital	0	675	0	0	0.00%
403 Unincorporated Stormwater Mgmt	0	499	0	0	0.00%
Contingency and Other	0	499	0	0	0.00%

**Development Committee Expenditure Report - Detail
Through May 31, 2018 (50.0% YTD, 50.00% Payroll)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
404 Homeless Management Info Systems	7,461	135,245	73,655	0	54.46%
Personnel Services- Salaries & Wages	3,796	39,900	29,620	0	74.24%
Personnel Services- Employee Benefits	1,152	19,113	7,422	0	38.83%
Contractual Services	2,485	62,807	18,321	0	29.17%
Commodities	0	11,200	18,263	0	163.06%
Capital	28	2,225	28	0	1.26%
405 Cost Share Drainage	1,185	199,289	57,269	37,684	47.65%
Contractual Services	1,185	104,000	30,204	28,524	56.47%
Contingency and Other	0	19,289	0	0	0.00%
Capital	0	76,000	27,065	9,161	47.67%
406 OCR & Recovery Act Programs	2,859	184,993	22,774	0	12.31%
Personnel Services- Salaries & Wages	2,253	28,744	12,574	0	43.74%
Personnel Services- Employee Benefits	606	11,215	3,076	0	27.42%
Contractual Services	0	145,034	7,125	0	4.91%
407 Quality of Kane Grants	0	30,110	0	0	0.00%
Contractual Services	0	30,110	0	0	0.00%
408 Neighborhood Stabilization Progr	0	170,000	100,484	0	59.11%
Contractual Services	0	170,000	100,484	0	59.11%
409 Continuum of Care Planning Grant	1,362	71,569	22,092	0	30.87%
Personnel Services- Salaries & Wages	999	27,867	17,692	0	63.49%
Personnel Services- Employee Benefits	364	12,817	4,373	0	34.12%
Contractual Services	0	30,885	28	0	0.09%
410 Elgin CDBG	7,878	175,404	53,561	0	30.54%
Personnel Services- Salaries & Wages	6,022	86,081	41,260	0	47.93%
Personnel Services- Employee Benefits	1,843	30,082	12,157	0	40.41%
Contractual Services	13	58,616	141	0	0.24%
Commodities	0	625	2	0	0.37%
425 Blighted Structure Demolition	0	120,000	0	0	0.00%
Contractual Services	0	120,000	0	0	0.00%
435 Growing for Kane	1,914	14,132	8,351	0	59.09%
Contractual Services	1,914	14,132	8,351	0	59.09%
521 Bowes Creek Special Service Area	0	11	0	0	0.00%
Contingency and Other	0	11	0	0	0.00%
5300 Sunvale SBA SW 37	0	488	0	0	0.00%
Transfers Out	0	488	0	0	0.00%
5301 Middle Creek SBA SW38	0	1,950	0	0	0.00%
Contractual Services	0	200	0	0	0.00%
Transfers Out	0	1,750	0	0	0.00%
5302 Shirewood Farm SSA SW39	0	2,349	0	0	0.00%
Transfers Out	0	2,349	0	0	0.00%
5303 Ogden Gardens SBA SW40	0	2,540	0	0	0.00%
Transfers Out	0	2,540	0	0	0.00%
5304 Wildwood West SBA SW41	0	11,747	0	0	0.00%
Contractual Services	0	1,000	0	0	0.00%
Transfers Out	0	10,747	0	0	0.00%
5305 Savanna Lakes SBA SW42	0	2,894	0	0	0.00%
Transfers Out	0	2,894	0	0	0.00%

**Development Committee Expenditure Report - Detail
Through May 31, 2018 (50.0% YTD, 50.00% Payroll)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
5306 Cheval DeSelle Venetian SBA SW43	0	5,009	0	0	0.00%
Contractual Services	0	1	0	0	0.00%
Transfers Out	0	5,008	0	0	0.00%
5308 Plank Road Estates SBA SW45	0	3,350	0	0	0.00%
Contingency and Other	0	39	0	0	0.00%
Transfers Out	0	3,311	0	0	0.00%
5310 Exposition View SBA SW47	0	4,105	0	0	0.00%
Contractual Services	0	466	0	0	0.00%
Transfers Out	0	3,639	0	0	0.00%
5311 Pasadena Drive SBA SW48	0	2,881	0	0	0.00%
Contractual Services	0	476	0	0	0.00%
Transfers Out	0	2,405	0	0	0.00%
5312 Tamara Dittman SBA SW 50	0	1,215	0	0	0.00%
Transfers Out	0	1,215	0	0	0.00%
Grand Total	441,362	10,110,793	3,054,814	2,966,972	59.56%



Development Accounts Payable by GL Distribution

Payment Date Range 05/01/18 - 05/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 001 - General Fund											
Department 690 - Development											
Sub-Department 690 - County Development											
Account 50150 - Contractual/Consulting Services											
2162 - Municipal Services Associates Inc	17-1840-18	CABLE TELEVISION / METRONET CABLE FRANCHISE	Paid by Check # 362138		05/01/2018	05/14/2018	05/14/2018		05/29/2018	196.88	
								Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 1	\$196.88
Account 52230 - Repairs and Maint- Vehicles											
11377 - Via Carlita LLC dba Hawk Ford of St. Charles	830100753	OIL CHANGE	Paid by EFT # 47237		01/23/2018	05/14/2018	05/14/2018		05/29/2018	41.55	
								Account 52230 - Repairs and Maint- Vehicles Totals		Invoice Transactions 1	\$41.55
Account 53100 - Conferences and Meetings											
4526 - Fifth Third Bank	1399-MV-04/2018	PCARD VANKERKHOFF 04/2018	Paid by EFT # 47077		05/04/2018	05/18/2018	05/18/2018		05/29/2018	946.27	
								Account 53100 - Conferences and Meetings Totals		Invoice Transactions 1	\$946.27
Account 53120 - Employee Mileage Expense											
4504 - Karen Ann Miller	04162018	K.MILLER - MILEAGE	Paid by EFT # 47165		04/16/2018	05/18/2018	05/18/2018		05/29/2018	26.17	
								Account 53120 - Employee Mileage Expense Totals		Invoice Transactions 1	\$26.17
Account 53130 - General Association Dues											
4526 - Fifth Third Bank	1399-MV-04/2018	PCARD VANKERKHOFF 04/2018	Paid by EFT # 47077		05/04/2018	05/18/2018	05/18/2018		05/29/2018	690.00	
4532 - Illinois Assn of County Zoning Officials (IACZO)	2018-00000592	MEMBERSHIP RENEWAL K.BERKHOUT/T.FARRU GGIA/M.VANKERKHOFF	Paid by Check # 362102		05/14/2018	05/14/2018	05/14/2018		05/29/2018	20.00	
								Account 53130 - General Association Dues Totals		Invoice Transactions 2	\$710.00
Account 60000 - Office Supplies											
3578 - Warehouse Direct Office Products	3801209-0	OFFICE SUPPLIES	Paid by EFT # 47241		02/16/2018	05/14/2018	05/14/2018		05/29/2018	25.81	
3578 - Warehouse Direct Office Products	3789320-0	OFFICE SUPPLIES	Paid by EFT # 47241		02/06/2018	05/14/2018	05/14/2018		05/29/2018	94.78	
3578 - Warehouse Direct Office Products	3820524-0	OFFICE SUPPLIES	Paid by EFT # 47241		03/05/2018	05/14/2018	05/14/2018		05/29/2018	13.18	
								Account 60000 - Office Supplies Totals		Invoice Transactions 3	\$133.77
Account 60010 - Operating Supplies											
4526 - Fifth Third Bank	1399-MV-04/2018	PCARD VANKERKHOFF 04/2018	Paid by EFT # 47077		05/04/2018	05/18/2018	05/18/2018		05/29/2018	283.31	
4526 - Fifth Third Bank	1843-JH-04/2018	JANICE HILL PCARD CHARGES 04/2018	Paid by EFT # 47077		05/18/2018	05/18/2018	05/18/2018		05/29/2018	31.99	
								Account 60010 - Operating Supplies Totals		Invoice Transactions 2	\$315.30
								Sub-Department 690 - County Development Totals		Invoice Transactions 11	\$2,369.94



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Payment Date Range 05/01/18 - 05/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 001 - General Fund											
Department 690 - Development											
Sub-Department 691 - Administrative Adjudication Prog											
Account 50150 - Contractual/Consulting Services											
2477 - Camic, Johnson, Ltd	107	ADMINISTRATIVE	Paid by Check		04/12/2018	05/14/2018	05/14/2018		05/29/2018	400.00	
		ADJUD 4/12/18	# 362054								
2477 - Camic, Johnson, Ltd	108	ADMIN ADJUD	Paid by Check		05/11/2018	05/14/2018	05/14/2018		05/29/2018	400.00	
		HEARING 5/11/18	# 362054								
								Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 2	\$800.00
								Sub-Department 691 - Administrative Adjudication Prog Totals		Invoice Transactions 2	\$800.00
Sub-Department 692 - Water Resources & Subdivisions											
Account 52230 - Repairs and Maint- Vehicles											
1512 - Fox Valley Ford, Inc.	93500	2017 WR BLUE ESCAPE	Paid by EFT #		05/01/2018	05/03/2018	05/03/2018		05/14/2018	37.61	
		OIL CHANGE INV	46863								
		93500									
								Account 52230 - Repairs and Maint- Vehicles Totals		Invoice Transactions 1	\$37.61
Account 53100 - Conferences and Meetings											
4526 - Fifth Third Bank	1283-EMA-04/2018	TAC MEETING SNACK	Paid by EFT #		05/04/2018	05/14/2018	05/14/2018		05/29/2018	18.34	
		TRANS 379112	47077								
								Account 53100 - Conferences and Meetings Totals		Invoice Transactions 1	\$18.34
Account 60010 - Operating Supplies											
3204 - Rayco Marking Products	36447	2 STAMPS	Paid by Check		04/23/2018	04/27/2018	04/27/2018		05/14/2018	46.45	
		FLOODPLAIN/APPROVE	# 361988								
		INV 36447									
								Account 60010 - Operating Supplies Totals		Invoice Transactions 1	\$46.45
								Sub-Department 692 - Water Resources & Subdivisions Totals		Invoice Transactions 3	\$102.40
								Department 690 - Development Totals		Invoice Transactions 16	\$3,272.34
								Fund 001 - General Fund Totals		Invoice Transactions 16	\$3,272.34
Fund 400 - Economic Development											
Department 690 - Development											
Sub-Department 710 - Economic Development											
Account 50150 - Contractual/Consulting Services											
9908 - New Venture Advisors, LLC	476	CONSULTING	Paid by EFT #		05/08/2018	05/18/2018	05/18/2018		05/29/2018	5,700.00	
		SERVICES KANE CO	47173								
		FOOD HUB PROJECT									
								Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 1	\$5,700.00
								Sub-Department 710 - Economic Development Totals		Invoice Transactions 1	\$5,700.00
								Department 690 - Development Totals		Invoice Transactions 1	\$5,700.00
								Fund 400 - Economic Development Totals		Invoice Transactions 1	\$5,700.00



Development Accounts Payable by GL Distribution

Payment Date Range 05/01/18 - 05/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 401 - Community Dev Block Program										
Department 690 - Development										
Sub-Department 711 - Community Developmt Block Grant										
Account 52230 - Repairs and Maint- Vehicles										
4526 - Fifth Third Bank	1589-SB-04/18	OCR PCard	Paid by EFT # 47077		05/04/2018	05/18/2018	05/18/2018		05/29/2018	380.00
							Account 52230 - Repairs and Maint- Vehicles Totals		Invoice Transactions 1	<u>\$380.00</u>
Account 53100 - Conferences and Meetings										
4526 - Fifth Third Bank	1589-SB-04/18	OCR PCard	Paid by EFT # 47077		05/04/2018	05/18/2018	05/18/2018		05/29/2018	50.00
							Account 53100 - Conferences and Meetings Totals		Invoice Transactions 1	<u>\$50.00</u>
							Sub-Department 711 - Community Developmt Block Grant Totals		Invoice Transactions 2	<u>\$430.00</u>
							Department 690 - Development Totals		Invoice Transactions 2	<u>\$430.00</u>
							Fund 401 - Community Dev Block Program Totals		Invoice Transactions 2	<u>\$430.00</u>
Fund 402 - HOME Program										
Department 690 - Development										
Sub-Department 712 - HOME Program										
Account 55000 - Miscellaneous Contractual Exp										
8023 - Housing Continuum Inc	2016-01-D-08	Housing Continuum Homeownership Project	Paid by EFT # 47115		05/04/2018	05/18/2018	05/18/2018		05/29/2018	9,100.54
8023 - Housing Continuum Inc	2016-01-D-09	Housing Continuum Homeownership Project	Paid by EFT # 47115		05/14/2018	05/18/2018	05/18/2018		05/29/2018	7,301.61
8023 - Housing Continuum Inc	2016-01-D-10	Housing Continuum Homeownership Project	Paid by EFT # 47115		05/17/2018	05/18/2018	05/18/2018		05/29/2018	33,859.87
							Account 55000 - Miscellaneous Contractual Exp Totals		Invoice Transactions 3	<u>\$50,262.02</u>
							Sub-Department 712 - HOME Program Totals		Invoice Transactions 3	<u>\$50,262.02</u>
							Department 690 - Development Totals		Invoice Transactions 3	<u>\$50,262.02</u>
							Fund 402 - HOME Program Totals		Invoice Transactions 3	<u>\$50,262.02</u>
Fund 404 - Homeless Management Info Systems										
Department 690 - Development										
Sub-Department 714 - Homeless Management Info Systems										
Account 50150 - Contractual/Consulting Services										
10879 - Pathways Community Network Institue	3357	HMIS Services April 2018	Paid by EFT # 47179		04/30/2018	05/30/2018	05/18/2018		05/29/2018	2,484.56
							Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 1	<u>\$2,484.56</u>
Account 70090 - Office Equipment										
4526 - Fifth Third Bank	1589-SB-04/18	OCR PCard	Paid by EFT # 47077		05/04/2018	05/18/2018	05/18/2018		05/29/2018	27.99
							Account 70090 - Office Equipment Totals		Invoice Transactions 1	<u>\$27.99</u>
							Sub-Department 714 - Homeless Management Info Systems Totals		Invoice Transactions 2	<u>\$2,512.55</u>
							Department 690 - Development Totals		Invoice Transactions 2	<u>\$2,512.55</u>
							Fund 404 - Homeless Management Info Systems Totals		Invoice Transactions 2	<u>\$2,512.55</u>



Development Accounts Payable by GL Distribution

Payment Date Range 05/01/18 - 05/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 405 - Cost Share Drainage										
Department 690 - Development										
Sub-Department 715 - Cost Share Drainage										
Account 50020 - Special Studies										
9844 - Northwest Water Planning	47	NWPA 2017-18 MEMBERSHIP DUES - KANE-INV 47	Paid by EFT # 46937		04/17/2018	04/24/2018	04/24/2018		05/14/2018	750.00
1073 - University of Illinois (U of I)	004-000-B8158	GROUNDWATER MONITORING INV 004-000-B8158	Paid by Check # 362188		05/09/2018	05/17/2018	05/17/2018		05/29/2018	1,184.63
							Account 50020 - Special Studies Totals		Invoice Transactions 2	\$1,934.63
							Sub-Department 715 - Cost Share Drainage Totals		Invoice Transactions 2	\$1,934.63
							Department 690 - Development Totals		Invoice Transactions 2	\$1,934.63
							Fund 405 - Cost Share Drainage Totals		Invoice Transactions 2	\$1,934.63
Fund 410 - Elgin CDBG										
Department 690 - Development										
Sub-Department 727 - Elgin CDBG										
Account 53100 - Conferences and Meetings										
4526 - Fifth Third Bank	1589-SB-04/18	OCR PCard	Paid by EFT # 47077		05/04/2018	05/18/2018	05/18/2018		05/29/2018	13.18
							Account 53100 - Conferences and Meetings Totals		Invoice Transactions 1	\$13.18
							Sub-Department 727 - Elgin CDBG Totals		Invoice Transactions 1	\$13.18
							Department 690 - Development Totals		Invoice Transactions 1	\$13.18
							Fund 410 - Elgin CDBG Totals		Invoice Transactions 1	\$13.18
Fund 420 - Stormwater Management										
Department 670 - Environmental Management										
Sub-Department 680 - Stormwater Management										
Account 53120 - Employee Mileage Expense										
4281 - Kenneth N. Anderson	051818	Mileage on 05/10; 05/18 and operating supplies for STEM program	Paid by EFT # 47023		05/18/2018	05/18/2018	05/18/2018		05/29/2018	35.97
11582 - Jessica Mino	042718	mileage 4/21/18; operating supplies STEM-A-Palooza event	Paid by Check # 362134		04/27/2018	05/17/2018	05/17/2018		05/29/2018	52.65
							Account 53120 - Employee Mileage Expense Totals		Invoice Transactions 2	\$88.62
Account 60010 - Operating Supplies										
11692 - Eco Promotional Products Inc	17932	Eco-friendly activity books - Sustainability/Conservation Events	Paid by EFT # 46845		04/29/2018	05/04/2018	05/04/2018		05/14/2018	155.63



Development Accounts Payable by GL Distribution

Payment Date Range 05/01/18 - 05/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 420 - Stormwater Management										
Department 670 - Environmental Management										
Sub-Department 680 - Stormwater Management										
Account 60010 - Operating Supplies										
4281 - Kenneth N. Anderson	051818	Mileage on 05/10; 05/18 and operating supplies for STEM program	Paid by EFT # 47023		05/18/2018	05/18/2018	05/18/2018		05/29/2018	11.98
11582 - Jessica Mino	042718	mileage 4/21/18; operating supplies STEM-A-Palooza event	Paid by Check # 362134		04/27/2018	05/17/2018	05/17/2018		05/29/2018	41.75
							Account 60010 - Operating Supplies Totals		Invoice Transactions 3	\$209.36
							Sub-Department 680 - Stormwater Management Totals		Invoice Transactions 5	\$297.98
							Department 670 - Environmental Management Totals		Invoice Transactions 5	\$297.98
							Fund 420 - Stormwater Management Totals		Invoice Transactions 5	\$297.98
Fund 435 - Growing for Kane										
Department 690 - Development										
Sub-Department 022 - Growing for Kane										
Account 50150 - Contractual/Consulting Services										
11558 - Patricia J. Marco	4	FOOD HUB PROJECT TECHNICAL ADVISING	Paid by EFT # 47154		04/13/2018	05/18/2018	05/18/2018		05/29/2018	500.00
11654 - R2C2 LLC	100.102	CONSULTING - GRANT PROJECT COORDINATION	Paid by EFT # 47188		05/01/2018	05/18/2018	05/18/2018		05/29/2018	1,000.00
							Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 2	\$1,500.00
Account 55050 - Grant Expense										
4526 - Fifth Third Bank	1843-JH-04/2018	JANICE HILL PCARD CHARGES 04/2018	Paid by EFT # 47077		05/18/2018	05/18/2018	05/18/2018		05/29/2018	413.63
							Account 55050 - Grant Expense Totals		Invoice Transactions 1	\$413.63
							Sub-Department 022 - Growing for Kane Totals		Invoice Transactions 3	\$1,913.63
							Department 690 - Development Totals		Invoice Transactions 3	\$1,913.63
							Fund 435 - Growing for Kane Totals		Invoice Transactions 3	\$1,913.63
Fund 520 - Mill Creek Special Service Area										
Department 690 - Development										
Sub-Department 730 - Mill Creek Special Service Area										
Account 50150 - Contractual/Consulting Services										
7629 - Industrial Maintenance Services	184	MC 2018 APR Janitorial Services (4/5 & 4/29)	Paid by Check # 361923		04/27/2018	05/04/2018	05/04/2018		05/14/2018	60.00
5202 - Engineering Resource Associates, Inc.	18021500.01	MC 2018 MAR ADA Compliance Survey/Reports	Paid by EFT # 47073		04/27/2018	05/08/2018	05/08/2018		05/29/2018	1,376.76



Development Accounts Payable by GL Distribution

Payment Date Range 05/01/18 - 05/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 520 - Mill Creek Special Service Area											
Department 690 - Development											
Sub-Department 730 - Mill Creek Special Service Area											
Account 50150 - Contractual/Consulting Services											
5202 - Engineering Resource Associates, Inc.	18021500.02	MC 2018 MAY ADA Compliance Survey/Reports	Paid by EFT # 47073		05/14/2018	05/08/2018	05/08/2018		05/29/2018	5,295.99	
									Account 50150 - Contractual/Consulting Services Totals	Invoice Transactions 3	\$6,732.75
Account 50160 - Legal Services											
1822 - Ottosen Britz Kelly Cooper Gilbert & Dinolfo, Ltd	106477	MC 2018 APR Legal Counsel	Paid by Check # 362149		04/30/2018	05/08/2018	05/08/2018		05/29/2018	560.00	
									Account 50160 - Legal Services Totals	Invoice Transactions 1	\$560.00
Account 52120 - Repairs and Maint- Grounds											
2684 - All American Flag Company	4320	MC 2018 APR Flag Pole Repair & Parts	Paid by Check # 361795		04/25/2018	04/26/2018	04/26/2018		05/14/2018	294.30	
8523 - Cornerstone Partners Horticultural Services Co.	CP14369	MC 2018 APR Receptacle Maintenance (#5 of 5)	Paid by EFT # 46829		04/30/2018	05/04/2018	05/04/2018		05/14/2018	354.14	
8523 - Cornerstone Partners Horticultural Services Co.	CP14368	MC 2018 APR Trash Patrol Services (#5 of 5)	Paid by EFT # 46829		04/30/2018	05/04/2018	05/04/2018		05/14/2018	354.24	
10803 - DNM Sealcoating, Inc	14308	MC 2018 APR Monument Signs Clean Up	Paid by EFT # 46838		04/26/2018	04/26/2018	04/26/2018		05/14/2018	70.00	
8541 - Kramer Tree Specialist Inc	73453	MC 2018 APR Brush Pick-Up Services (#1 of 3)	Paid by EFT # 46912		04/25/2018	04/26/2018	04/26/2018		05/14/2018	9,983.33	
10864 - Brancato Landscaping, Inc.	7755	MC 2018 APR Replanted Trees Under Warranty	Paid by EFT # 47035		05/05/2018	05/08/2018	05/08/2018		05/29/2018	200.00	
10803 - DNM Sealcoating, Inc	14359	MC 2018 MAY Asphalt Pathway Maintenance/Repairs	Paid by EFT # 47065		05/15/2018	05/08/2018	05/08/2018		05/29/2018	900.00	
									Account 52120 - Repairs and Maint- Grounds Totals	Invoice Transactions 7	\$12,156.01
Account 52180 - Building Space Rental											
9183 - Tri City Land Management Co., LLC	4490-411-R001MAY	MC 2018 MAY Office Rent	Paid by EFT # 46985		05/01/2018	04/26/2018	04/26/2018		05/14/2018	987.68	
									Account 52180 - Building Space Rental Totals	Invoice Transactions 1	\$987.68
Account 52250 - Intersect Lighting Services											
10890 - Gatza Electric, Inc.	1268	MC 2018 APR Repairs to LP #'s 15, 21, 30 & 47	Paid by EFT # 46869		04/23/2018	04/26/2018	04/26/2018		05/14/2018	674.00	



Development Accounts Payable by GL Distribution

Payment Date Range 05/01/18 - 05/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 520 - Mill Creek Special Service Area											
Department 690 - Development											
Sub-Department 730 - Mill Creek Special Service Area											
Account 52250 - Intersect Lighting Services											
10890 - Gatza Electric, Inc.	1269	MC 2018 APR Repairs to Flag Pole Lights on S Mill Creek Dr	Paid by EFT # 46869		04/27/2018	04/26/2018	04/26/2018		05/14/2018	866.00	
10890 - Gatza Electric, Inc.	1272	MC 2018 MAY Repairs LP #35 & Tree Light	Paid by EFT # 47093		05/15/2018	05/08/2018	05/08/2018		05/29/2018	251.00	
									Account 52250 - Intersect Lighting Services Totals	Invoice Transactions 3	\$1,791.00
Account 60010 - Operating Supplies											
3204 - Rayco Marking Products	36411	MC 2018 Received Dater Stamp (FY2018-FY2029)	Paid by Check # 361988		04/05/2018	04/26/2018	04/26/2018		05/14/2018	77.90	
2684 - All American Flag Company	4341	MC 2018 Replenish US Flag Supply	Paid by Check # 362043		05/04/2018	05/08/2018	05/08/2018		05/29/2018	402.35	
									Account 60010 - Operating Supplies Totals	Invoice Transactions 2	\$480.25
Account 63020 - Utilities- Intersect Lighting											
1054 - ComEd	1553036026-C0318	MC 2018 MAR/APR Summary Acct-Current Charges Only	Paid by Check # 361853		05/01/2018	05/04/2018	05/04/2018		05/14/2018	73.07	
1054 - ComEd	0018171063-A0318	MC 2018 MAR/APR Summary Acct-Current Charges Only	Paid by Check # 361853		05/01/2018	05/04/2018	05/04/2018		05/14/2018	51.93	
1054 - ComEd	0203153397-H0318	MC 2018 MAR/APR Summary Acct-Current Charges Only	Paid by Check # 361853		05/01/2018	05/04/2018	05/04/2018		05/14/2018	26.33	
1054 - ComEd	0340143026-B0318	MC 2018 MAR/APR Summary Acct-Current Charges Only	Paid by Check # 361853		05/01/2018	05/04/2018	05/04/2018		05/14/2018	23.67	
1054 - ComEd	5631065056-D0318	MC 2018 MAR/APR Summary Acct-Current Charges Only	Paid by Check # 361853		05/01/2018	05/04/2018	05/04/2018		05/14/2018	49.55	
1054 - ComEd	6148196021-E0318	MC 2018 MAR/APR Summary Acct-Current Charges Only	Paid by Check # 361853		05/01/2018	05/04/2018	05/04/2018		05/14/2018	32.13	
1054 - ComEd	6148197028-F0318	MC 2018 MAR/APR Summary Acct-Current Charges Only	Paid by Check # 361853		05/01/2018	05/04/2018	05/04/2018		05/14/2018	23.67	
1054 - ComEd	6667000013-G0318	MC 2018 MAR/APR Summary Acct-Current Charges Only	Paid by Check # 361853		05/01/2018	05/04/2018	05/04/2018		05/14/2018	56.85	
2253 - Nicor Gas	39-05-811675MAAP	MC 2018 MAR/APR, Meter #4209788	Paid by Check # 361967		04/19/2018	04/26/2018	04/26/2018		05/14/2018	56.47	



Development Accounts Payable by GL Distribution

Payment Date Range 05/01/18 - 05/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 520 - Mill Creek Special Service Area										
Department 690 - Development										
Sub-Department 730 - Mill Creek Special Service Area										
Account 63020 - Utilities- Intersect Lighting										
1054 - ComEd	6148132018-A0418	MC 2018 APR/MAY Utility (4/4-5/3), #6148132018 Current Charges	Paid by Check # 362060		05/03/2018	05/08/2018	05/08/2018		05/29/2018	129.23
1054 - ComEd	8676003015-A0418	MC 2018 MAR 3/2-4/2 & APR 4/2-5/1 Acct #8676003015 Current Chrgs	Paid by Check # 362060		05/01/2018	05/08/2018	05/08/2018		05/29/2018	10.68
1054 - ComEd	0371017042-A0518	MC 2018 APR/MAY Utility (4/10-5/9) Acct 0371017042 Current Chrgs	Paid by Check # 362060		05/10/2018	05/16/2018	05/16/2018		05/29/2018	37.30
8268 - Mill Creek Water Reclamation District	19927760	MC 2018 APR Water/Sewer, 4/2-5/2 Inv #19927760, Acct #421531	Paid by EFT # 47163		05/04/2018	05/08/2018	05/08/2018		05/29/2018	8.00
							Account 63020 - Utilities- Intersect Lighting Totals		Invoice Transactions 13	\$578.88
							Sub-Department 730 - Mill Creek Special Service Area Totals		Invoice Transactions 30	\$23,286.57
							Department 690 - Development Totals		Invoice Transactions 30	\$23,286.57
							Fund 520 - Mill Creek Special Service Area Totals		Invoice Transactions 30	\$23,286.57
Fund 650 - Enterprise Surcharge										
Department 670 - Environmental Management										
Sub-Department 670 - Enterprise Surcharge										
Account 50140 - Engineering Services										
8304 - CS Geologic LLC	556	Env Reviews - Solid Waste Mgmt Facility Compliance	Paid by EFT # 47059		05/04/2018	05/17/2018	05/17/2018		05/29/2018	2,261.07
							Account 50140 - Engineering Services Totals		Invoice Transactions 1	\$2,261.07
Account 50150 - Contractual/Consulting Services										
11034 - EQ-The Environmental Quality Co. (dba US Ecology)	410527	Household Hazardous Waste Pick Up Service	Paid by EFT # 46853		04/30/2018	05/04/2018	05/04/2018		05/14/2018	3,100.00
							Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 1	\$3,100.00
Account 50590 - Professional Services										
1044 - City of Geneva	04/15/2018	Electricity @ Fabyan Electronics Drop Off - Acct 0198004207-001	Paid by Check # 361839		04/15/2018	05/04/2018	05/04/2018		05/14/2018	49.63
							Account 50590 - Professional Services Totals		Invoice Transactions 1	\$49.63
Account 50650 - Blighted Structure Demolition										
9702 - Fidelity National Title Company, LLC	KA18009443	BLIGHTED STRUCTURE DEMO - 36W346 SOUTH ST ELGIN	Paid by EFT # 47076		05/04/2018	05/21/2018	05/21/2018		05/29/2018	250.00



Development Accounts Payable by GL Distribution

Payment Date Range 05/01/18 - 05/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 650 - Enterprise Surcharge										
Department 670 - Environmental Management										
Sub-Department 670 - Enterprise Surcharge										
Account 50650 - Blighted Structure Demolition										
9702 - Fidelity National Title Company, LLC	KA18009447	BLIGHTED STRUCTURE DEMO - 7N307 FALCONS TRL	Paid by EFT # 47076		05/04/2018	05/21/2018	05/21/2018		05/29/2018	250.00
9702 - Fidelity National Title Company, LLC	KA18009438	BLIGHTED STRUCTURE DEMO - 38W580 RTE 20	Paid by EFT # 47076		05/04/2018	05/21/2018	05/21/2018		05/29/2018	250.00
9702 - Fidelity National Title Company, LLC	KA18009451	BLIGHTED STRUCTURE DEMO - 7N060 MAPLE AVE	Paid by EFT # 47076		05/11/2018	05/21/2018	05/21/2018		05/29/2018	250.00
							Account 50650 - Blighted Structure Demolition Totals		Invoice Transactions 4	<u>\$1,000.00</u>
Account 53060 - General Printing										
2647 - American Society of Civil Engineers	01/02/18	Website Advertisement for Resource Mgmt Coordinator position	Paid by Check # 361797		01/02/2018	05/04/2018	05/04/2018		05/14/2018	30.00
							Account 53060 - General Printing Totals		Invoice Transactions 1	<u>\$30.00</u>
Account 53100 - Conferences and Meetings										
4526 - Fifth Third Bank	8502-JJ-04/18	Recycling Event food and supplies and conference registration	Paid by EFT # 47077		05/04/2018	05/17/2018	05/17/2018		05/29/2018	250.00
11582 - Jessica Mino	042718-1	Mileage 02/27; 03/05; 03/23; 04/23; 04/14 and Conference Registr	Paid by Check # 362134		04/27/2018	05/17/2018	05/17/2018		05/29/2018	61.00
							Account 53100 - Conferences and Meetings Totals		Invoice Transactions 2	<u>\$311.00</u>
Account 53120 - Employee Mileage Expense										
8122 - JENNIFER C JARLAND	042418	Mileage on 3/14; 4/20; 4/23/18	Paid by EFT # 46901		04/24/2018	05/04/2018	05/04/2018		05/14/2018	33.25
11582 - Jessica Mino	042718-1	Mileage 02/27; 03/05; 03/23; 04/23; 04/14 and Conference Registr	Paid by Check # 362134		04/27/2018	05/17/2018	05/17/2018		05/29/2018	194.62
							Account 53120 - Employee Mileage Expense Totals		Invoice Transactions 2	<u>\$227.87</u>
Account 60000 - Office Supplies										
5540 - The Tree House Inc	79558	Toner cartridges for M553 HP Color Laser Jet Printer	Paid by Check # 362178		05/05/2018	05/17/2018	05/17/2018		05/29/2018	469.80
							Account 60000 - Office Supplies Totals		Invoice Transactions 1	<u>\$469.80</u>
Account 60010 - Operating Supplies										
11680 - Compost Supply Inc	13452	Compost delivery fee for Mill Creek Giveaway Event 4/21	Paid by EFT # 46824		04/26/2018	05/04/2018	05/04/2018		05/14/2018	150.00
1024 - Ready Refresh by Nestle (Ice Mountain)	18D810625943 8	Bottled Water Delivery Service - Room 109	Paid by EFT # 46949		04/24/2018	05/04/2018	05/04/2018		05/14/2018	28.50



Development Accounts Payable by GL Distribution

Payment Date Range 05/01/18 - 05/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 650 - Enterprise Surcharge										
Department 670 - Environmental Management										
Sub-Department 670 - Enterprise Surcharge										
Account 60010 - Operating Supplies										
9141 - Busch Systems Int'l, Inc.	CM18-000195	Credit for damaged bins and dlrvy delays- Org. Inv. IN18-000888	Paid by Check # 362053		05/08/2018	05/17/2018	05/17/2018		05/29/2018	(250.00)
9141 - Busch Systems Int'l, Inc.	IN18-000888	Compost Bins	Paid by Check # 362053		02/28/2018	05/17/2018	05/17/2018		05/29/2018	3,909.00
4526 - Fifth Third Bank	8502-JJ-04/18	Recycling Event food and supplies and conference registration	Paid by EFT # 47077		05/04/2018	05/17/2018	05/17/2018		05/29/2018	332.43
							Account 60010 - Operating Supplies Totals	Invoice Transactions	5	\$4,169.93
							Sub-Department 670 - Enterprise Surcharge Totals	Invoice Transactions	18	\$11,619.30
							Department 670 - Environmental Management Totals	Invoice Transactions	18	\$11,619.30
							Fund 650 - Enterprise Surcharge Totals	Invoice Transactions	18	\$11,619.30
Fund 651 - Enterprise General										
Department 670 - Environmental Management										
Sub-Department 671 - Enterprise General										
Account 50150 - Contractual/Consulting Services										
1011 - Curran Contracting Company	Invoice #1	Settlers Hill Cross Country Course - Construction - Res. #18-27	Paid by EFT # 46833		04/25/2018	05/04/2018	05/04/2018		05/14/2018	157,020.48
1011 - Curran Contracting Company	Invoice #2	Settlers Hill CCC - Construction - Res. #18-27	Paid by EFT # 47060		05/11/2018	05/17/2018	05/17/2018		05/29/2018	34,941.53
							Account 50150 - Contractual/Consulting Services Totals	Invoice Transactions	2	\$191,962.01
							Sub-Department 671 - Enterprise General Totals	Invoice Transactions	2	\$191,962.01
							Department 670 - Environmental Management Totals	Invoice Transactions	2	\$191,962.01
							Fund 651 - Enterprise General Totals	Invoice Transactions	2	\$191,962.01
							Grand Totals	Invoice Transactions	85	\$293,204.21

**Kane County Purchasing Card Information
Development Committee
May 2018 Statement**

690 COMMUNITY REINVESTMENT			
<i>Transaction Date</i>	<i>Merchant Name</i>	<i>Additional Information</i>	<i>Transaction Amount</i>
05/05/2018	AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	31.60
05/07/2018	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	70.13
05/21/2018	CHI TAXI 1721	CHICAGO	7.50
05/21/2018	METRA GENEVA	GENEVA	78.50
05/30/2018	PANERA BREAD #204002	6307611835	175.88
05/31/2018	PANERA BREAD #204002	6307611835	14.67
06/03/2018	BP#8491953HWY 21 BPQPS	TOMAH	32.46
<i>Department Total</i>			410.74

690 DEVELOPMENT DEPARTMENT			
<i>Transaction Date</i>	<i>Merchant Name</i>	<i>Additional Information</i>	<i>Transaction Amount</i>
05/11/2018	WALGREENS #4179	GENEVA	16.99
05/14/2018	MEIJER INC #182 Q01	ST CHARLES	47.75
05/14/2018	PARTY CITY	GENEVA	7.98
05/15/2018	INT'L CODE COUNCIL INC	888-422-7233	59.00
05/16/2018	CORNER BAKERY 0199	6308451738	46.45
05/16/2018	THE CONSERVATION FOUND	NAPERVILLE	35.00
05/23/2018	CORNER BAKERY 0199	6308451738	48.58
05/23/2018	INT'L CODE COUNCIL INC	888-422-7233	59.00
05/24/2018	CTC CONSTANTCONTACT.C	855-2295506	47.81
05/24/2018	IL TOLLWAY AUTO REPLEN	800-824-7277	20.00
05/30/2018	INT'L CODE COUNCIL INC	888-422-7233	59.00
05/31/2018	PANERA BREAD #204002	6307611835	63.55
05/31/2018	INT'L CODE COUNCIL INC	888-422-7233	59.00
05/31/2018	INT'L CODE COUNCIL INC	888-422-7233	59.00
<i>Department Total</i>			629.11

690 WATER RESOURCES DEPARTMENT			
<i>Transaction Date</i>	<i>Merchant Name</i>	<i>Additional Information</i>	<i>Transaction Amount</i>
05/23/2018	WAL-MART #5352	BATAVIA	26.35
<i>Department Total</i>			26.35
<i>Committee Total</i>			1,066.20



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4441: Jean Churan (PI Towers, LLC)

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4441

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

ELGIN TOWNSHIP

Jean Churan (PI Towers, LLC)

38W159 Bowes Road, Section 30, Elgin Township (06-30-400-016)

Special Use in the F-Farming District for a private communications tower

Proposed Open Space/Resource Management

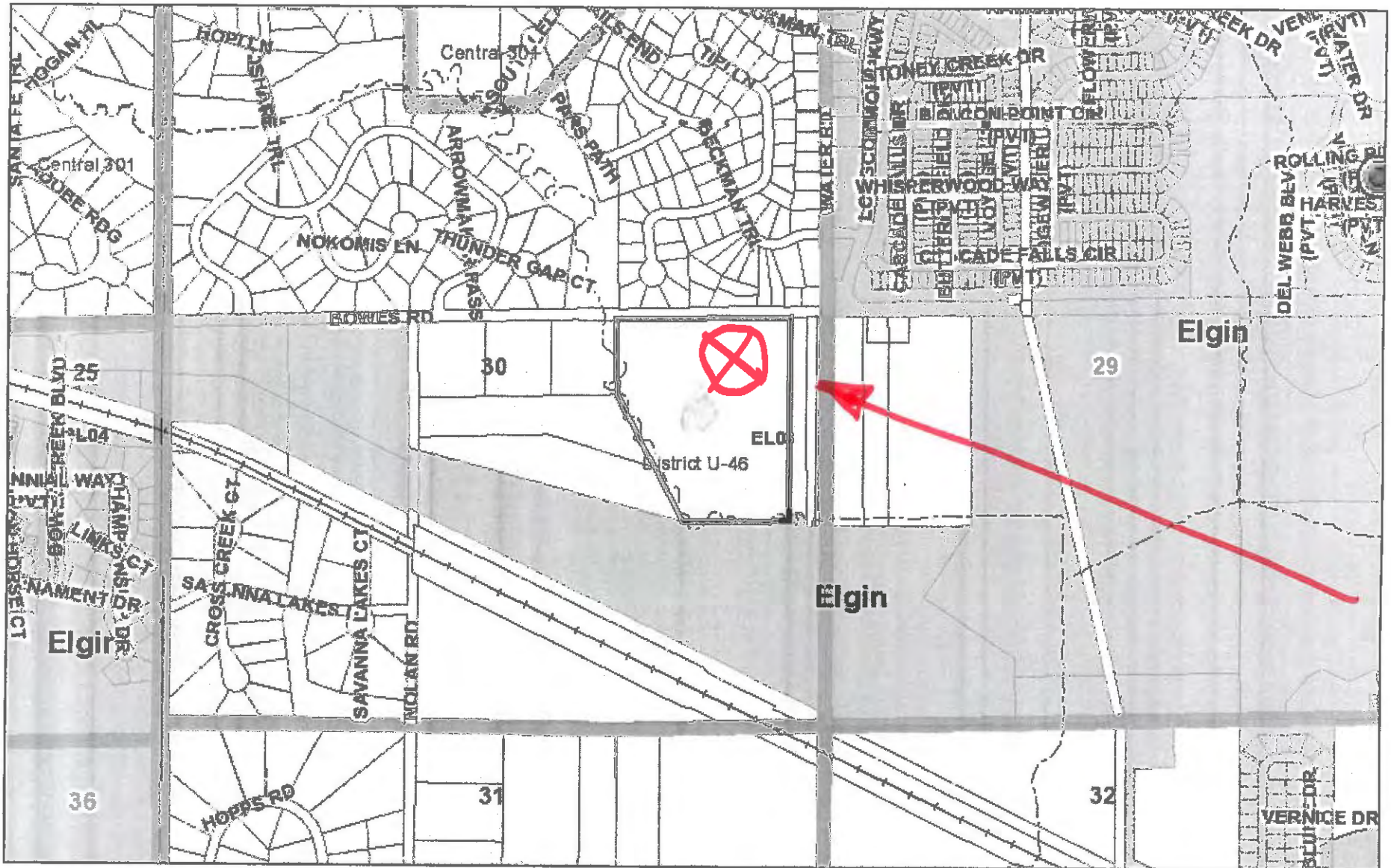
Neighboring property owner

Regional Planning Comm.: N/A

Zoning Board: Approval

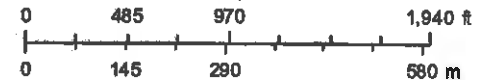
Development Committee: To be determined

Map Title



February 7, 2018

1:10,573



Source : GIS-Technologies
GIS-Technologies

These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

STATE OF ILLINOIS

COUNTY OF KANE

PETITION NO. 4441
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That a Special Use is hereby granted and allowed under the provisions of Article VIII, Section 8.1-2 (h.5) for a private communications tower on the following described property:

All that part of the Southeast 1/4 of Section 30, Township 41 North, Range 8 East of the 3RD Principal Meridian, Elgin Township, Kane County, Illinois, described as: Commencing at the East 1/4 corner of Section 30; thence South 89°40'27" West 1101.05 feet along the North line of the Southeast 1/4 of said Section 30; thence South 01°20'38" East 118.46 feet to THE POINT OF BEGINNING OF THIS DESCRIPTION; thence North 88°39'22" East 100.00 feet; thence South 01°20'38" East 100.00 feet; thence South 88°39'22" West 100.00 feet; thence North 01°20'38" West 100.00 feet to the point of beginning. Containing 10,000 square feet or 0.23 acres more or less. Being part of the same property conveyed to Thomas J. Churan and Jean W. Churan from Bernard Allen Fried, as Trust under Trust No. 120 dated the 31st day of January, 1963 by Trustee's Deed dated February 05, 1988 and recorded February 08, 1988 in Instrument No. 1892451; AND FURTHER CONVEYED to Jean Churan from Thomas Churan by Quit Claim Deed dated January 24, 1996 and recorded February 13, 1996 in Instrument No. 96K009791. The property is located at 38W158 Bowes Road.

- 2) That the zoning maps of Kane County, Illinois be amended accordingly.
- 3) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on July 12, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4445: Dominick Aurelio, et ux

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4445

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

CAMPTON TOWNSHIP

Dominick Aurelio, et ux

43W675 Burlington Road, Section 5, Campton Township (08-05-100-015)

Rezoning from F-District Farming to F-1 District Rural Residential

Agricultural

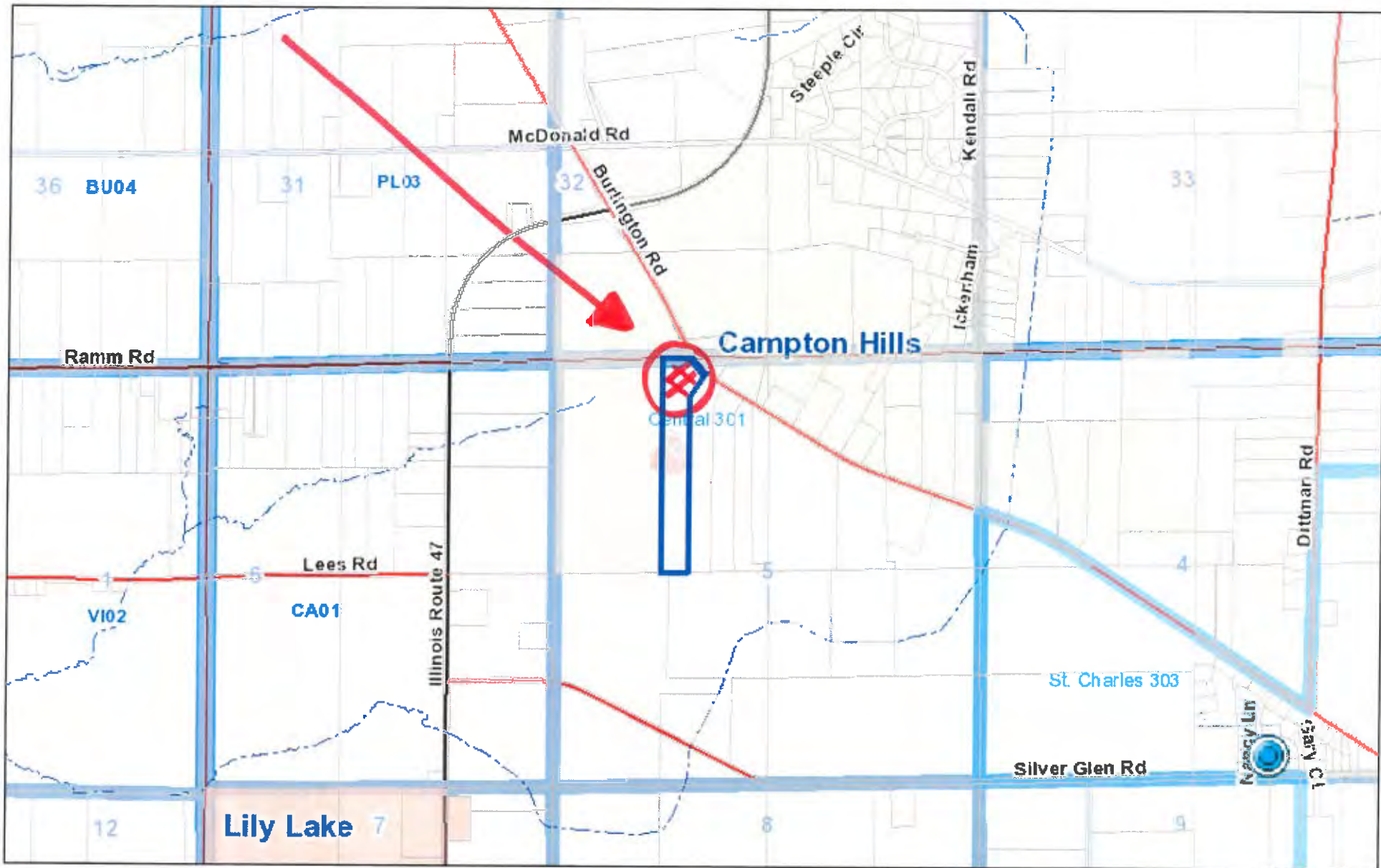
None

Regional Planning Comm.: N/A

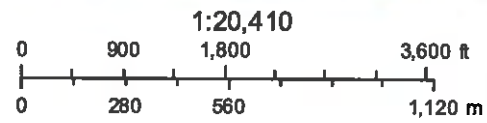
Zoning Board: Approval

Development Committee: To be determined

Map Title



April 11, 2018



Source : GIS-Technologies
GIS-Technologies

These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

STATE OF ILLINOIS

COUNTY OF KANE

PETITION NO. 4445
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That the following described property is hereby rezoned and reclassified from F-District Farming to F-1 District Rural Residential

That part of the East Half of the Northwest Fractional Quarter of Section 5, Township 40 North, Range 7 East of the 3rd Principal Meridian described as follows: Beginning at the Northwest corner of said East Half; thence Easterly along the North line of said Quarter 577.51 feet; thence Southwesterly along a line forming an angle of 60°00'00" with the last described course (measured counterclockwise therefrom) 251.80 feet; thence continuing Southwesterly along a line forming an angle of 157°00'52" with the last described course (measured counterclockwise therefrom) 40.00 feet; thence continuing Southwesterly along a line forming an angle of 170°57'04" with the last described course (measured counterclockwise therefrom) 207.00 feet; thence Westerly along a line forming an angle of 161°08'29" with the last described course (measured counterclockwise therefrom) 136.00 feet; thence Northwesterly along a line forming an angle of 132°49'52" with the last described course (measured counterclockwise therefrom) 52.00 feet; thence Westerly along a line forming an angle of 143°24'11" with the last described course (measured clockwise therefrom) 70.00 feet to the West line of said East Half; thence Northerly along the West line of said East Half forming an angle of 90°00'00" with the last described course (measured counterclockwise therefrom) 327.00 feet to the point of beginning, excepting therefrom that part thereof lying Northeasterly of the center line of Burlington Road, in Campton Township, Kane County, Illinois. The property is located at 43W675 Burlington Road.

- 2) That the zoning maps of Kane County, Illinois be amended accordingly.
- 3) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on July 10, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4449: Dominick Aurelio, et ux

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4449

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

CAMPTON TOWNSHIP

Dominick Aurelio, et ux

43W675 Burlington Road, Section 5, Campton Township (08-05-100-015)

Rezoning from F-District Farming to F-1 District Rural Residential

Agricultural

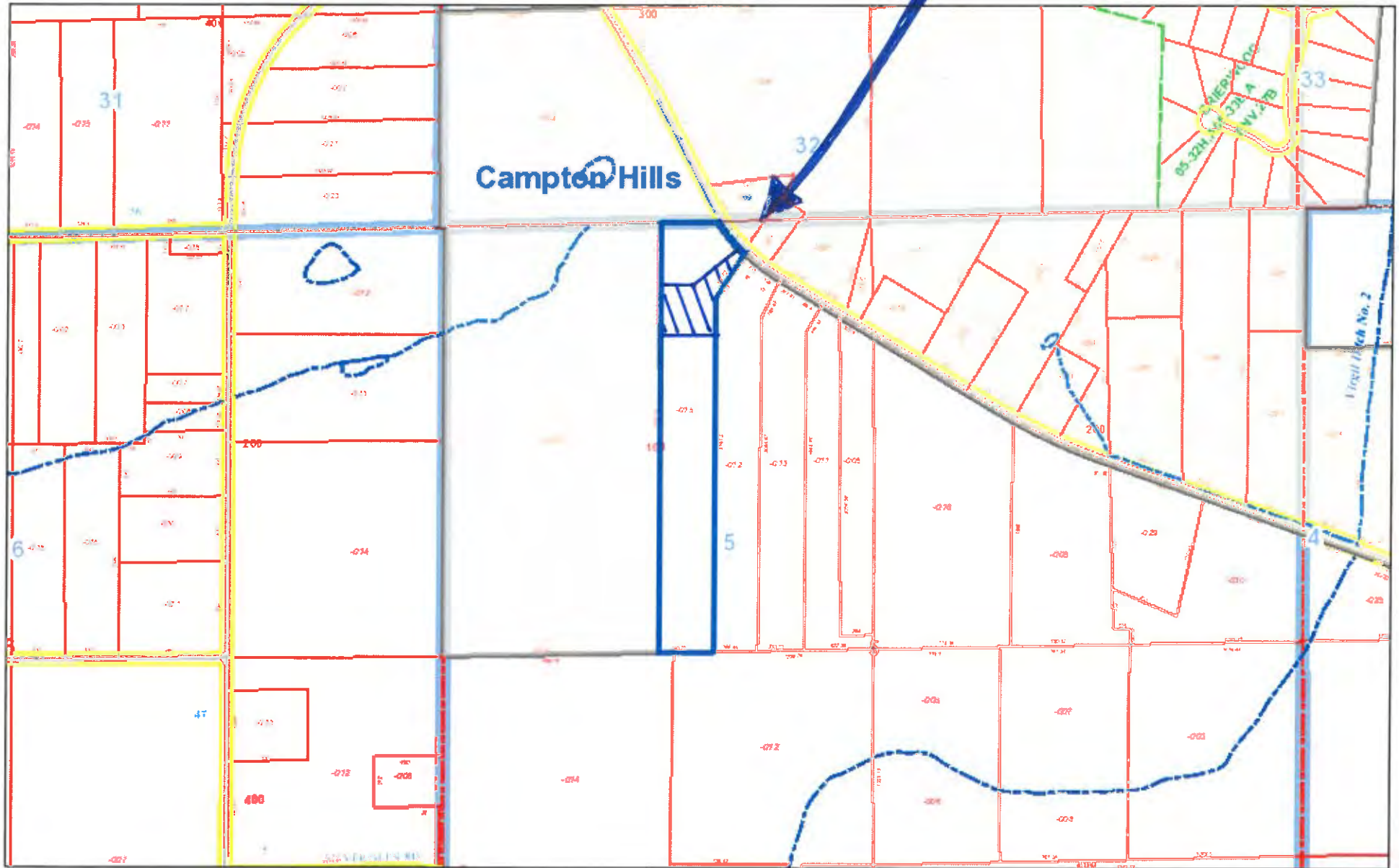
None

Regional Planning Comm.: N/A

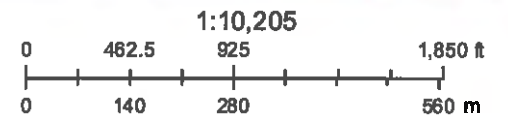
Zoning Board: Approval

Development Committee: To be determined

Map Title



June 13, 2018



Source : GIS-Technologies

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STATE OF ILLINOIS

COUNTY OF KANE

PETITION NO. 4449
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That the following described property is hereby rezoned and reclassified from F-District Farming to F-1 District Rural Residential:

That part of the East Half of the Northwest Fractional Quarter of Section 5, Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Beginning at the Northwest corner of said East Half; thence easterly along the north line of said Quarter 600.60 feet (9.10 chains); thence southwesterly along a line forming an angle of 60°00'00" with the last described course (measured counter-clockwise therefrom) 539.22 feet (8.17 chains); thence southerly parallel with the west line of said East Half forming an angle of 151°27'54" with the last described course (measured clockwise therefrom) 2192.54 feet to the south line of said East Half; thence westerly along said south line forming an angle of 90°49'42" with the last described course (measured counter-clockwise therefrom) 342.86 feet to the southwest corner of said East Half; thence northerly along the west line of said East Half forming an angle of 89°10'18" with the last described course (measured counter-clockwise therefrom) 2655.86 feet to the point of beginning, excepting therefrom the following described tract: Beginning at the Northwest corner of said East Half; thence easterly along the north line of said Quarter 577.51 feet; thence southwesterly along a line forming an angle of 60°00'00" with the last described course (measured counter-clockwise therefrom) 251.80 feet; thence continuing southwesterly along a line forming an angle of 157°00'52" with the last described course (measured counter-clockwise therefrom) 40.00 feet; thence continuing southwesterly along a line forming an angle of 170°57'04" with the last described course (measured counter-clockwise therefrom) 207.00 feet; thence westerly along a line forming an angle of 161°08'29" with the last described course (measured counter-clockwise therefrom) 136.00 feet; thence northwesterly along a line forming an angle of 132°49'52" with the last described course (measured counter-clockwise therefrom) 52.00 feet; thence westerly along a line forming an angle of 143°24'11" with the last described course (measured clockwise therefrom) 70.00 feet to the west line of said East Half; thence northerly along the west line of said East Half forming an angle of 90°00'00" with the last described course (measured counter-clockwise therefrom) 327.00 feet to the point of beginning, also excepting the south 1979.22 feet, as measured perpendicular to the south line of said Northwest Fractional Quarter, in Campton Township, Kane County, Illinois. The property is located at 43W675 Burlington Road.

- 2) That the zoning maps of Kane County, Illinois be amended accordingly.
- 3) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on July 10, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

BAZOSFREEMAN

Bazos, Freeman, Kramer, Schuster & Braithwaite, LLC

Peter C. Bazos
Bradley T. Freeman
Mark Schuster
J. William Braithwaite
Jonathan S. Pope
Aaron H. Reinke

April 23, 2018

VIA EMAIL ONLY

Mark D. VanKerkhoff, AIA, Director
Kane County Development & Community Services Department
719 South Batavia Avenue
Geneva, Illinois 60134
Email: vankerkhoffmark@co.kane.il.us

Christopher S. Nudo,
of counsel

Writer's Contact:
Areinke@bazosfreeman.com
847-742-8800 x 2024

Re: Minor adjustment to PUD
Intra Soccer, LLC, 37W950 Mason Road, Elgin, Illinois 60124

Dear Mr. VanKerkhoff:

Thank you for considering Intra Soccer, LLC's ("Intra") proposal relative to the installation of an outdoor futsal court at the property commonly known as 37W950 Mason Road, Elgin ("Subject property").

As depicted on the attached site plan, Intra proposes to construct a futsal court of approximately fifty feet (50') wide by ninety-four feet (94') long, immediately adjacent to Intra's main building. As you are aware, the PUD currently provides for this area to be used for "eating and drinking or daycare". Intra respectfully requests a minor PUD adjustment to permit outdoor sports in this limited area.

Futsal is a variation on soccer, played with only five (5) members on each team. The futsal court may be utilized for other team sports of the same approximate size. Intra expects approximately thirty (30) spectators for each game; spectators can easily be accommodated on the south side of the court. The court would be illuminated with the existing lights mounted on the south side of the main building. In the event that additional lighting is needed, Intra proposed to utilize an existing light pole in the adjacent parking lot and simply add one (1) fixture thereto.

Games would occur mostly on weekends with some weekday play for summer camps. Most games would occur during the day with some evening games running until 10:00 PM. Summer camp games would end at 6:00 PM. Intra plans on eventually hosting tournaments, if interest so warrants.

1250 Larkin Avenue #100 Elgin, IL 60123
847-742-8800 (o) 847-742-9777 (fx)

www.bazosfreeman.com

S:\wpdocs\Work\38825\Letters and Memos\#34 Ltr MVK 4-23-18 Futsal.docx

The proposed minor adjustment would not require a change to Intra's liquor license as existing eating areas are sufficient.

Any sound generated during game play will be mitigated by the significant distance between the court and adjacent properties located to the west. Further, since games would only occur in the spring and summer, additional screening will be provided by spring and summer foliage.

I hope the County will consider this information and grant the minor adjustment. If I can provide further information, please feel free to contact me.

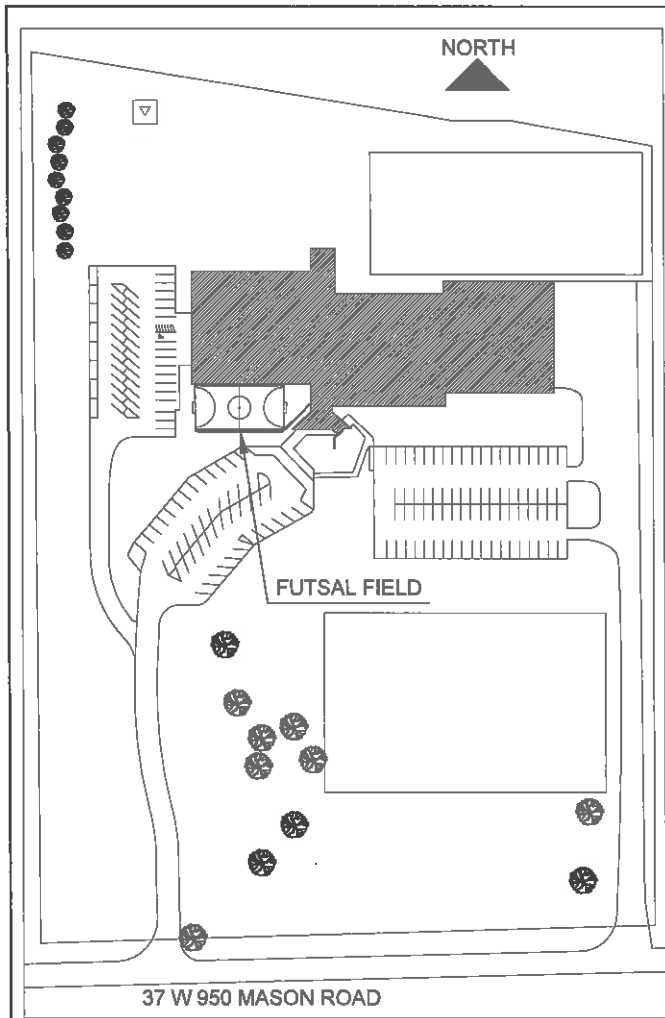
Very truly yours,



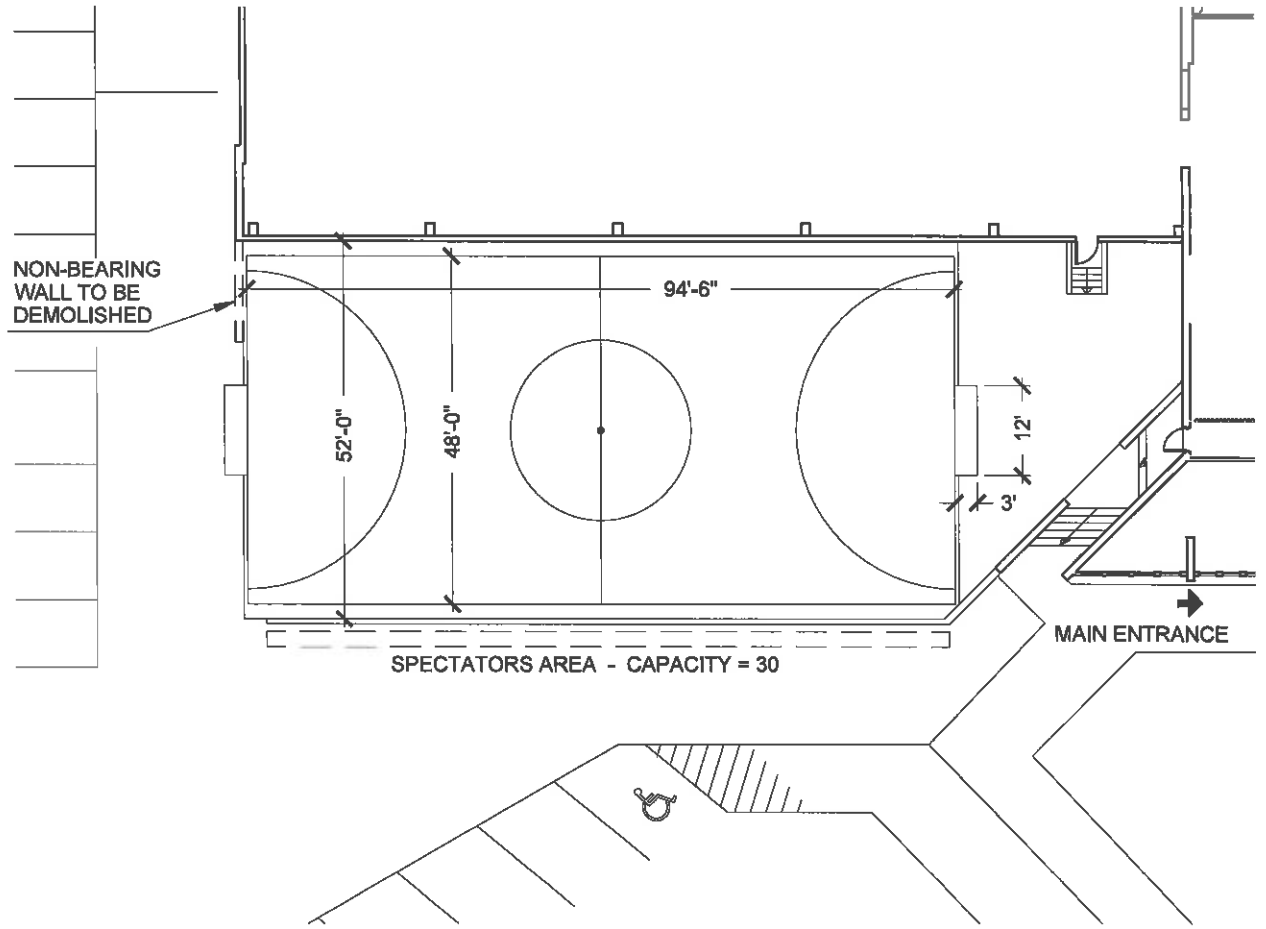
Aaron H. Reinke, Esq.

Encl.

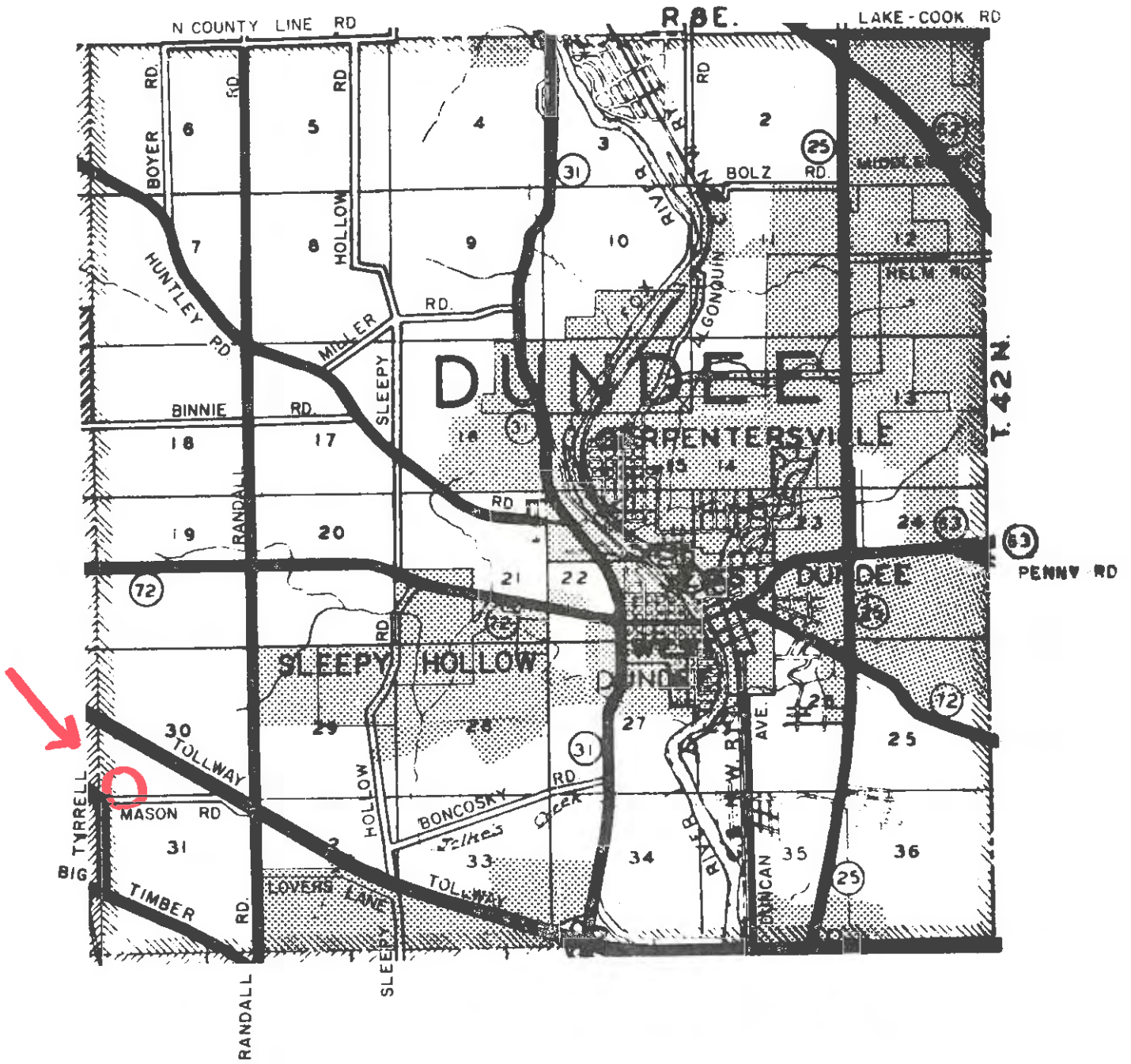
cc: Keith T. Berkhout, Zoning Planner, Kane County (berkhoutkeith@co.kane.il.us)
Andy Schcolnik (andys@anscore.net)



SITE PLAN
SCALE: 1/128" = 1FT



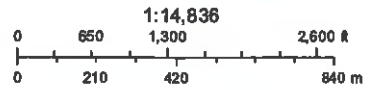
FLOOR PLAN
SCALE: 1/16" = 1FT



Map Title



May 29, 2018



Source : GIS-Technologies
GIS-Technologies

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GIS-Technologies
Kane County Illinois



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving Cable Television Franchise Agreement By and Between the County of Kane

Committee Flow: County Development Committee, Executive Committee, County Board

Contact: Mathew Tansley, 630.232.3493

Budget Information:

Was this item budgeted? N/A	Appropriation Amount:
If not budgeted, explain funding source:	

Summary:

This resolution authorizes the Kane County Board Chairman to execute a Cable Television franchise Agreement in accordance with CMN-RUS, Inc., (also known as MetroNet) subject to review and approval by the Kane County State's Attorney. The proposed Franchise Area and Initial Service Areas include portions of Aurora Township, Sugar Grove Township, Batavia Township, Geneva Township, Saint Charles Township and Blackberry Township.

The proposed new franchise will provide residents and businesses in the Franchise Area and Initial Service Areas an additional choice for Cable TV service. Kane County will receive franchise fee revenue in accordance with the agreement.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

**APPROVING CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN THE
COUNTY OF KANE**

WHEREAS, the County of Kane has received a request from CMN-RUS, INC. for a non-exclusive CATV Franchise; and

WHEREAS, the County, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein; and

WHEREAS, this Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Counties Code (55ILCS 5/5-1095), as amended from time to time; provided that any provisions of the Illinois Counties Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the County Board Chairman to execute the attached Agreement in accordance with the provisions as stated above, subject to review and approval by the Kane County State's Attorney.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the Kane County Board on July 10, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-07 Cable TV Agreement

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
COUNTY OF KANE
And
CMN-RUS, Inc.**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the County of Kane, Illinois (hereinafter, the "County") and CMN-RUS, Inc. (hereinafter, "Grantee") this ____ day of , (the "Effective Date").

Section 5/5-1095 of the Counties Code, 55 ILCS 5/5-1095, provides in relevant part that "The County Board may license, tax or franchise the business of operating a community antenna television system or systems within the County. . ."; and may also oversee the operation of Cable Television systems through its Cable Ordinance and generally applicable policies and ordinances.

The County, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Counties Code, as amended from time to time; provided that any provisions of the Illinois Counties Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, or Cable Ordinance unless otherwise defined herein.

"Affiliates" means any Person or entity that directly or indirectly controls or is controlled by or is under common control with the Grantee.

"Board" or "County Board" means the Kane County Board of Commissioners.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Administrator" means that individual who has been appointed by the County to oversee and administer the Cable Ordinance and this Agreement.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

"County" means the County of Kane, a body politic and corporate as described in 55 ILCS 5/5-1001, as amended, or the lawful successor, transferee, designee, or assignee thereof.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“Development Department” means the Kane County Development Department.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Finance Department” means the Kane County Department of Finance.

“Franchise” means the initial authorization, or renewal thereof, issued by the County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means that portion of the present legal boundaries of the County more particularly described in Exhibit “A” to this Agreement, and shall also include any additions to that area, by annexation, de-annexation, incorporation, disincorporation, or other legal means or other legal means as provided in this Agreement.

“Grantee” shall mean CMN-RUS, Inc.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view, video on demand fees, video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the County’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5 Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Initial Service Area” means that portion of the Franchise Area set forth in Exhibit “A”.

“Ordinance” or “Cable Ordinance” means the Kane County Community Antenna Television Ordinance, as it exists as of the Effective Date of this Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the County.

“Public, Educational and Governmental (PEG) Access Channel” shall mean a video Channel designated for non-commercial use by the public, the County, and educational institutions such as public or private schools and community colleges, but not “home schools,” and universities.

“Public, Educational and Government (PEG) Access Programming” shall mean non-commercial programming produced by any County residents or organizations, schools

and County government entities, and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

“Public Way” shall mean, pursuant and in addition to the Kane County Division of Transportation Permit Regulations and Access Control Regulations, the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the County, to the extent that the County has the right and authority to authorize, regulate, or permit the location of facilities other than those of the County. Public Way shall not include any real or personal County property that is not specifically described in this definition and shall not include County buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Unincorporated Kane County” means that portion of Kane County which from time to time is not incorporated into any municipality.

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 55 ILCS 5/5-1095(a) of the Illinois Counties Code, and Ordinance No. 08-252, the County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area and upon County Public Ways located within incorporated municipalities in the County, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee’s Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the County pursuant to such police power.

2.5 Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the County to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the County including the assessment of uniform and nondiscriminatory fees to reimburse the County for the costs of regulating the Public Ways, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.

This Agreement and any ordinance enabling the execution of this Agreement (the “Enabling Ordinance”) supplement and harmonize the regulatory framework set forth in the Cable Ordinance and the Cable Act; and this Agreement and any ordinance adopting this Agreement shall at all times be read and construed for consistency and compatibility with the provisions of the Cable Ordinance and the Cable Act as read and interpreted in concert with each other. In the event of inconsistency between the terms of this Agreement and terms contained in the Cable Act or Cable Ordinance, the terms contained in this Agreement shall prevail.

2.6 Competitive Equity.

2.6.1. This Franchise and any additional Franchise that uses and occupies any Public Way in the County for purposes of operating a Cable System, shall only be granted in accordance with the Illinois Level Playing Field Statute, 55 ILCS 5/5-1095.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Section 3, Utility Permit, of the Kane County Division of Transportation Permit Regulations and Access Control Regulations, as may be amended from time to time, which regulations are generally applicable to all occupants of the Public Way.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems’ transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee’s cable and other equipment without technical degradation of

the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Relocation Projects.

3.3.1. In the event the County requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the County shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days' notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work. Relocations in a County Right-of-Way may be subject to the provisions of 605 ILCS 5/9113 *et seq.*

SECTION 4: Service Obligations

4.1. Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide and, upon completion of construction will be capable of providing, Cable Service to residential Customers throughout the Initial Service Area. Upon completion of construction, the Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee may extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. Upon completion of its Cable System, Grantee's Cable Service shall be available to any customer within the Initial Service Area. Subject to the density requirement below, Grantee shall have the option to extend its Cable System to other areas within the Franchise Area. If Grantee wishes to extend its Cable System to any unincorporated area of the County outside of the Franchise Area, Grantee shall first obtain the County's prior written approval. Grantee shall serve any area within any proposed expansion territory where the minimum density of residences is or is equivalent to the lessor

of: (i) at least thirty (30) residential units per mile; or (ii) the minimum density requirement under the video franchise of any other Grantee located within one half (1/2) mile of the expansion territory. The Grantee shall comply with the FCC regulations for standard installations in accordance with 47 U.S.C. §76.309(c)(2)(A) and the Illinois Cable and Video Customer Protection Law at 220 ILCS 5/22-501(e)(1).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.2.2. The Grantee will make every effort to offer Cable Services to the commercial establishments within the Franchise Area, provided that the installation is economically reasonable. The commercial establishment shall be responsible for the total cost of installation as determined by the Grantee.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time, and as such are stated in the Cable Ordinance. The Grantee shall cooperate with the County in conducting inspections related to these standards upon reasonable prior written request from the County based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation of any territory within the Franchise Area, the County shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required within the Franchise Area, the County shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the County's Public Way within the Franchise Area. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.5.1 De-Annexations. Upon de-annexation by a municipality located within the Franchise Area and upon assumption of control of such territory by the County where no Cable Service exists, the Grantee shall, at the request of the County in this Agreement, provide service to said areas where there exists an average of thirty (30) occupied residential dwelling units per mile. In the event that a municipality annexes territory within any unincorporated area of the Franchise Area, the County shall retain Franchise Fees from Subscribers located in that territory for a period of time as prescribed by 55 ILCS 5/5-1095(a). The terms and conditions of the Franchise Agreement and any applicable ordinances of the municipality that has annexed the former unincorporated territory shall otherwise prevail.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The County and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f) and as adopted by Ordinance No. 07-407, whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute that request such Basic Cable Service. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. Should the County become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the County to the County on an annual basis.

4.8. Customer Service Obligations. The County and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Ordinance No. 07-407, approved December 11, 2007. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by County

5.1. Franchise Fees. The Grantee shall pay to the County a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area.

In the event that any other franchising authority located in Kane County or any other county contiguous to Kane County receives a Franchise Fee of more than five percent (5%) in accordance with applicable law before the inclusion of Franchise Fees and non-Subscriber revenues as referenced in the definition of Gross Revenues found in Section 1 hereinabove (the *Dallas* and *Pasadena* decisions), then the County shall reserve the right to raise its Franchise Fee to the same level as that of any franchising authority within Kane County or such contiguous county that has adopted such a Franchise Fee. The payment of Franchise Fees shall be paid to the Finance Department, be made on a quarterly basis, and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by an authorized financial representative of the Grantee showing the basis for the computation of the franchise fees paid during that period, and that it is true, complete, and correct. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at five percentage points (5%) over the prime lending rate as quoted by The Wall Street Journal, computed from time due until paid. Any undisputed overpayments made by the Grantee to the County shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the County to increase the Franchise Fee above five percent (5%) of Gross Revenues, the County shall hold a public hearing and determine if the County should collect the additional amount. Following the determination, the County shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the County) to effectuate any changes necessary to begin the collection of such increased Franchise Fee or notify the Grantee of its intent to not collect the increased fee. In the event that the County determines that the Franchise Fee should be increased, it shall approve the increase in ordinance form. Should the County increase said Franchise Fee, the Grantee shall notify its Subscribers of the County's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the County to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall

reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise or Video Service provider under state authorization by the County pursuant to the Cable Act, and Section 5-1095 of the Illinois Municipal/Counties Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the County approves the amendment by ordinance; and (c) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term “Franchise Fee” does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards. The County and/or its designee may be required to execute a non-disclosure agreement with the Grantee prior to inspection of the Grantee’s financial records. Enforcement of such requirements and standards and the penalties for non-compliance by the Grantee shall be consistent with 55 ILCS 5/5-1095.1.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not removal by the Franchise Authority’s representative. In the event that the County has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County from and against any claims arising from the County’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., or with a decision or order of a court with jurisdiction over the County, shall not be a violation of this Section.

5.4 Non-Financial Reports. All non-financial reports, records, and documentation required to be provided to the County pursuant to this Agreement or the Cable Ordinance shall be sent by the Grantee directly to the Cable Administrator. The aforementioned direction of correspondence shall also apply to those records, reports, and documents requested from the Grantee by the County in accordance with the provisions of this Agreement.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Metronet Holdings, LLC, provided, the Grantee shall give the County at least thirty (30) days prior written notice of any such transfer, and that the transfer or assignment is without any release of liability of the Grantee.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the County containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the County shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the County has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the County may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the County's consent thereto in the manner described in Section 6 above.

6.6 The consent or approval of the County to any sale or transfer of the Grantee, the Franchise, or control thereof shall not constitute a waiver or release of the rights of the County under this Agreement, and any transfer shall by its terms, be expressly subordinate to the terms and conditions of the Franchise.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the County certificates of insurance in accordance with Section 10.5-231(A-E) of the Cable Ordinance.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the County, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising in the course of the Grantee constructing and operating its Cable System within the County. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The County shall give the Grantee timely written notice of its obligation to indemnify and defend the County after the County's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the County. If the County elects in its own discretion to employ additional counsel, the costs for such additional counsel for the County shall be the responsibility of the County.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from any conduct for which the County, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the County by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access Channel

8.1. PEG Access Programming. The Grantee shall designate one (1) Channel on its CATV System for the use of the County for the purpose of providing government access programming. Use of Channel capacity for access programming shall be provided on the most basic *digital* tier of service offered by Grantee in accordance with Section 611 of the Cable Act (47 U.S.C §531), or on a mutually agreed upon tier of Service and as further set forth below. As of the Effective Date of this Franchise Agreement, the County does not use any PEG channels. Within one hundred twenty (120) days following a written notice from the County, the Grantee shall make available one channel on the digital tier for the County's use as a Government Access channel or "County Information Channel." To the extent commercially and practicably possible, the Grantee will use good faith- efforts to designate capacity on one channel position on the Grantee's Cable System(s) operating in Kane County and to make the PEG Channel available to residents located in unincorporated and incorporated Kane County in accordance with this Section.

8.1.1. Non-Commercial Access Channel. The County shall have the right to utilize its access Channel to provide residents with any non-commercial service considered in the public interest. For the purpose of this Agreement, the term "non-commercial" shall be construed to allow the County to seek monetary or in-kind support from a public or private source or sources. Such support may include, but not be limited to, grants, budgetary allocations, stipends, fees or charges for transcripts, tape reproductions, or other costs related to the production or reproduction of a program or programs, or other like kinds of support. Said support shall be directly related to the governmental purposes promoted by the access Channel. In the case of a grant, stipend, in-kind contribution or other form of support provided by a public or private source or sources, an acknowledgment of the contribution of the source may be shown on the Channel in accordance with the policies established by the County provided that such policies do not allow for the commercial sale of advertising in order to promote said support.

8.1.3. Rules and Procedures for Use of the PEG Access Channel. The County shall be responsible for establishing and enforcing rules for the use of the PEG Access Channel and to promote the use and viewership of the channel.

8.1.4. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channel.

8.1.5. Allocation and Use of the PEG Channel By the Grantee. The County shall adopt rules and procedures under which the Grantee may use the PEG Channel(s) for the provision of Video Programming if the PEG Channel(s) are not being used for their respective purposes pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.1.6. Grantee Use of Unused Time. Because the County and the Grantee agree that a blank or under-utilized PEG Access Channel is not in the public interest, in the event the County does not completely program its Channel, the Grantee may utilize the Channel for its own purposes in accordance with the terms of 47 U.S.C. §532(b)(4). The Grantee may program unused time on the Channel subject to reclamation by the County upon no less than one hundred twenty (120) days' notice. The programming of the PEG Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall also be considered to be a period of time, in excess of six (6) hours, where no County produced programming of any kind can be viewed on the PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

In the event that the County ceases programming on the government access Channel in its entirety the County shall recognize the Grantee's proprietary interest in and

control of the Channel capacity, and shall, at the written request of the Grantee, relinquish the use of the Channel to the Grantee in accordance with Section 612 of the Cable Act (47 U.S.C. §532(b)(4)) within sixty (60) calendar days of the receipt of such notice by the County

8.1.7. Origination Point. At such time that the County determines that it wants to provide PEG Access Programming over the Grantee's Cable System, the County will give the Grantee written notice detailing the location of a signal point or points of origination that will allow the County to transmit the County's PEG Access Programming to the Grantee for distribution by the Grantee to the Grantee's Cable Subscribers located in Kane County. Upon receipt of such written notice, the Grantee agrees to submit a cost estimate to implement the County's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure is reached, the Grantee will implement any necessary system changes within a reasonable period of time as agreed to by the County and Grantee. At such time that the County determines that it wants to add or change a location from which the PEG Access Programming is originated, the County will give the Grantee written notice detailing the addition to or change in the point of origination. The Grantee shall agree to submit a cost estimate to implement the County's signal point of origination addition/relocation plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure is reached, the Grantee will implement any necessary system changes within a reasonable period of time as agreed to by the County and Grantee.

8.1.8. Insertion of Programming. The Grantee shall insert the County's PEG Access Programming signal(s) through its signal delivery system to its headend so as to enable cablecasting of County PEG Access Programming to all Subscribers in accordance with this Section.

8.1.9. PEG Access Programming Signal Quality. Provided PEG signal feeds are delivered by the County to the designated signal input point without material degradation occurring at the signal's source, the PEG channel signal from the designated signal input point shall meet the same FCC technical standards, as the remainder of the Cable System set forth in this Agreement. The Grantee shall respond promptly, but no later than 24 hours, to resolve technical quality problems with the Cable System after notification by the County.

8.1.10. PEG Capital Support. At its sole discretion, the County may designate one or more PEG access capital projects to be funded by the County as provided for herein. The County shall send written notice of the County's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber in the Franchise Area pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The County's notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel

facilities and/or equipment and the Grantee shall have the opportunity to review and make recommendations upon the County's plan prior to agreeing to collect and pay to the County the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the County shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the County to make large capital expenditures, if necessary. Any monies remaining at the end of the term of this Agreement, shall be credited to PEG Capital Support to be provided in a subsequent Franchise Agreement. Moreover, if the County chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the County shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the County's written request.

8.1.11. Interest on Late Payments. For any payments owed by Grantee in accordance with this Section which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of either (i) three percent (3%) or (ii) the highest interest rate allowed by law, whichever is lessor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the County shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.1.12. Not Franchise Fees. Grantee and County agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. §542. Notwithstanding the foregoing, the County and Grantee, respectively, may conduct audits of the collection and use of PEG Capital Fees pursuant to Section 5 of this Agreement.

8.2 Modifications. In the event that the County establishes, operates and maintains its own PEG channel, the terms of any financial, operational or capital support shall not be less burdensome nor more favorable to the Grantee than those required of any other Grantee. In the event that the County and another Grantee agree to terms that are more favorable or less burdensome than those required of Grantee, the County shall provide written notice to Grantee and the parties agree to promptly amend this Section 8 to incorporate such additional favorable PEG terms.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the County establishes, operates and maintains its own PEG channel and the County believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the County written notice: (A) to respond to the County, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period,

initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The County shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the County has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The County shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the County shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the County shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the County shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the County's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the County ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the County as Ordinance No. 07-407, Adopted December 11, 2007, and, pursuant to Section 3.1 of this Franchise Agreement and the Kane County Division of Transportation Permit Regulations and Access Control Regulations, to enforce the Grantee's compliance with the County's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the County to exercise such rights and remedies

in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the County.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, unforeseen labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee’s ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee’s cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties’ rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:
Cable Television Administrator
Kane County Development Department
Kane County Government Center
719 Batavia Avenue
Geneva, Illinois 60134

To the Grantee:
CMN-RUS, Inc.
8837 Bond Street
Overland Park, KS 66214
Attn: Legal Department

Financial Correspondence Only:
Director of Finance
Kane County Finance Department
Kane County Government Center
719 Batavia Avenue
Geneva, Illinois 60134

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed

to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The County may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Kane County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Grantee, which

amendment shall be authorized on behalf of the County through the adoption of an appropriate ordinance or resolution by the County, as required by applicable law.

10.8 Representations and Warranties of the Parties. In accepting the Franchise renewal for Unincorporated Kane County, the County and the Grantee hereby acknowledge the following:

10.8.1 The Grantee and the County acknowledge, by the County's renewal of this Franchise, that both parties have carefully read and considered the terms and conditions of this Franchise Agreement and accept all of the terms and conditions and agree to abide by the same. The parties further agree that they are not waiving any arguments as to the correct interpretation or application of the language herein. The right of the Grantee to seek modifications to this Agreement pursuant to Section 625 of the Cable Act (47 U.S.C. §545) shall not be affected by this Section.

10.8.2 Limitation of Franchising Authority Liability. In any court proceeding involving any claim against the County, or any official, member, employee, or agent of the County arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of a Franchise, any relief, to the extent such relief is required by any other provision of Federal, State, or local law, shall be limited to injunctive relief and declaratory relief.

10.8.3. No Inducement. The Grantee pledges that it has made no promise or inducement, oral or written, to any County commissioners, officials, employees, agents or representatives regarding the receipt or award of the Franchise renewal or any term or condition set forth hereunder.

10.9. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.10. Obligations to Continue Throughout Term. Unless otherwise specifically stated, all obligations under this Franchise Agreement shall continue throughout the entire term or extension of this Franchise Agreement.

10.11. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.12. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.13. Authority to Sign Agreement. Grantee warrants to the County that it is authorized to execute, deliver and perform this Franchise Agreement. The individual

signing this Franchise Agreement on behalf of the Grantee warrants to the County that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the COUNTY OF KANE

By: _____

Name: _____

Title: _____

Date: _____

For CMN-RUS, Inc.

By: _____

Name: _____

Title: _____

Date: _____

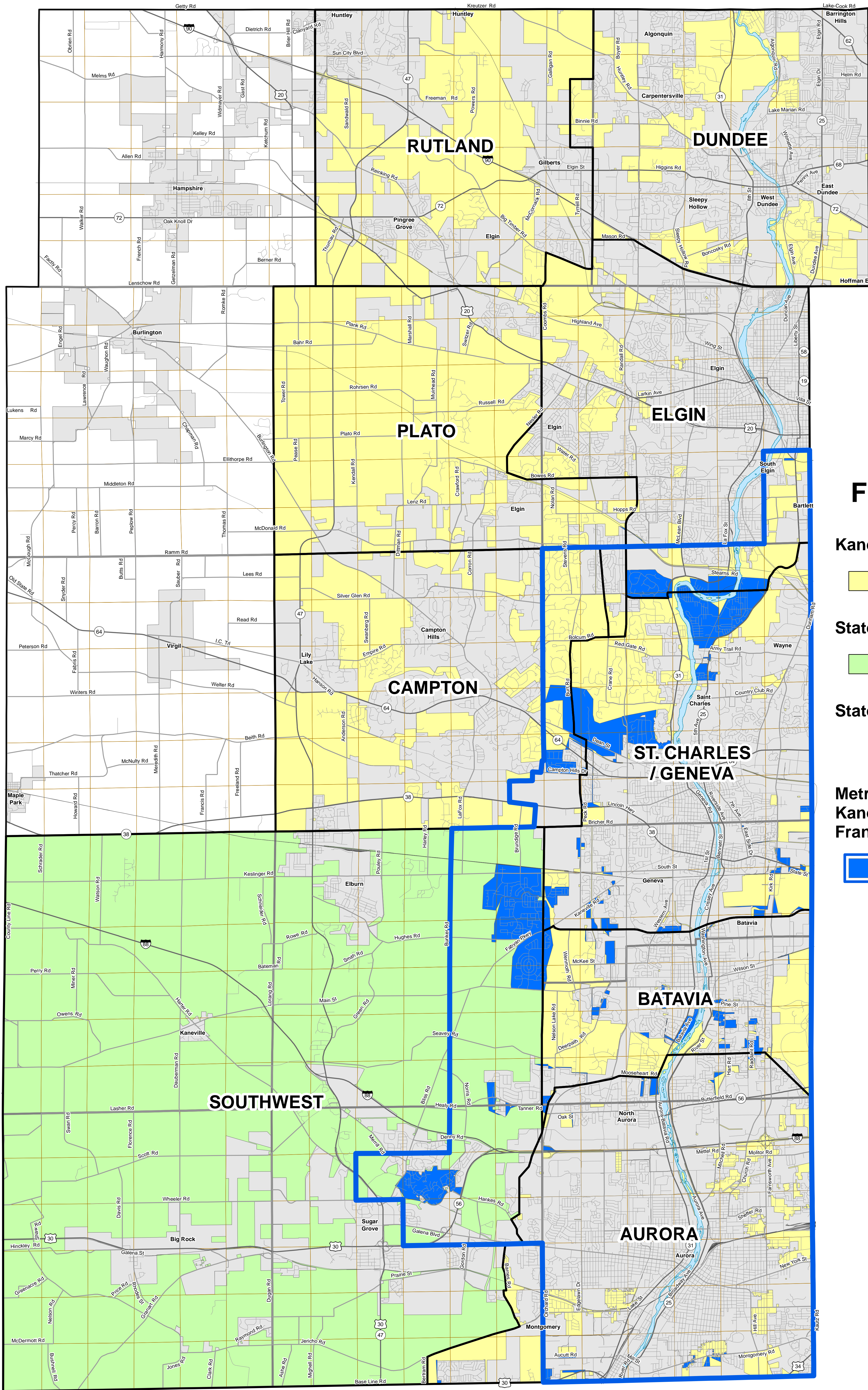
EXHIBIT A
FRANCHISE AREA
AND
INITIAL SERVICE AREA

Those portions of Aurora Township, Sugar Grove Township, Batavia Township, Geneva Township, Saint Charles Township and Blackberry Township that are located within the Franchise Area that are highlighted on the map below in blue.

See Attached Map

CABLE TV FRANCHISE MAP

Kane County, Illinois



CABLE TV FRANCHISES

Kane County Franchises

Comcast

State Authorized Franchises

Mediacom

Statewide Franchises

A T & T

MetroNet Proposed Kane County Franchise Service Areas

Proposed Service Areas



Kane County
Development and Community
Services Department
TJM - 5/18

Development & Community Services

Department

Building & Zoning Division

Demolition of Dangerous/Unsafe Buildings



Kane County Development Committee

June 19, 2018

DEVELOPMENT & COMMUNITY SERVICES DEPARTMENT BUILDING & ZONING DIVISION

Riverboat Funds approved in 2013 created a “Blighted Structures Demolition” line item in the Environmental Management Fund to pay costs associated with the demolition, repair or enclosure of dangerous and unsafe buildings within the County.

In 2013, the Kane County Board approved the use of \$100,000 in Riverboat Funds for Demolition of Dangerous/Unsafe Buildings.

In 2016, Kane County was accepted for participation in Round 2 of the Abandoned Property Program (APP). The grant award amount is \$250,000. The grant will reimburse Kane County part of the Riverboat Funds spent since 2015. It will fund these proposed additional demolitions, and future proposed demolitions.

DEVELOPMENT & COMMUNITY SERVICES DEPARTMENT BUILDING & ZONING DIVISION

Process:

1. Identify of the “worst of the worst” properties
2. County Board adopts Resolution
3. SA files petition in Circuit Court
4. Owners and lien holders notified
5. Court Order Obtained
6. County solicits bids for demolition or securing
7. Property demolished or secured
8. Lien filed to recapture funds
9. Recaptured funds returned to demolition fund

DEVELOPMENT & COMMUNITY SERVICES
DEPARTMENT

BUILDING & ZONING DIVISION

Resolutions

Authorizing Application to Circuit Court for Demolition
of dangerous and/or an unsafe building at:

2330 Brentwood, Montgomery
1205 South State Street, Aurora



2330 BRENTWOOD AVE

Map Title



June 12, 2018

1:2,207
0 100 200 400 ft
0 30 60 120 m

These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for local government purposes. See the recorded documents for more detailed legal information.

GIS-Technologies
Kane County/Illinois

Map Title



June 12, 2018

1:524
0 20 40 80 ft
0 5 10 20 m

These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for local government purposes. See the recorded documents for more detailed legal information.

GIS-Technologies
Kane County/Illinois

2330 Brentwood, Montgomery, Aurora Township

- Open and unlocked
- Private Owner
- Abandoned and Vacant
- Vandalism



1205 SOUTH STATE STREET

Map Title



June 12, 2018

1:1,312
0 60 120 240 ft
0 15 30 60 m

These layers do not represent a survey. No accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plans, surveys, recorded deeds, and contracts, and only contain information required for local government purposes. See the recorded documents for more detailed legal information.

GIS-Technologies
Kane County Illinois

Map Title



June 12, 2018

1:328
0 15 30 60 ft
0 4.5 9 18 m

These layers do not represent a survey. No accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plans, surveys, recorded deeds, and contracts, and only contain information required for local government purposes. See the recorded documents for more detailed legal information.

GIS-Technologies
Kane County Illinois

1205 South State Street, Aurora, Aurora Township

- Private Owner
- Abandoned cars in driveway
- Vacant
- Roof cave in with major water damage throughout
- Junk and debris throughout home and yard

DEVELOPMENT & COMMUNITY SERVICES
DEPARTMENT
BUILDING & ZONING DIVISION

Resolutions

Authorizing Application to Circuit Court for Demolition
of dangerous and/or an unsafe building at:

2330 Brentwood Avenue, Montgomery, Aurora
1205 South State Street, Aurora



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Authorizing Application to Circuit Court for Demolition of Dangerous and/or Unsafe Building Property Located at 2330 Brentwood, Montgomery, IL 60538, Township of Aurora, Kane County, Illinois Parcel No.: 15-31-378-001

Committee Flow: County Development Committee, Executive Committee, County Board

Contact: Mark VanKerkhoff, 630.232.3451

Budget Information:

Was this item budgeted? YES	Appropriation Amount: \$25,000
If not budgeted, explain funding source:	

Summary:

This resolution authorizes and directs the Kane County Building Officer to order a title search on the Property and to provide written, mailed notice to the owner or owners of the Unsafe Building including the lien holder of record, in accordance with 55 ILCS 5/5-1121, that the County desires to demolish the Unsafe Buildings and it will apply to the Circuit Court for an order authorizing such demolition in the event the owner does not commence proceedings to do so within 15 days of the date the notice is mailed. It also authorizes and directs the Kane County States Attorney's office to file on behalf of the County an Application with the Circuit Court, in accordance with 55 ILCS 5/5-1121, for an order authorizing the demolition of the Unsafe Building in the event that the owner does not comply.

Riverboat Funds approved in 2013 created a "Blighted Structures Demolition" line item in the Environmental Management Fund to pay the costs associated with the demolition, repair or enclosure of dangerous and unsafe building with the County. 455 ILCS 5/5-1121 authorizes the County to recover the costs related to the demolition, repair, enclosure, or removal incurred by the County, including court costs, attorney's fees, and other costs related to the enforcement. All recovered costs to the related demolition, repair, enclosure or removal incurred by the County, included court costs, attorney's fees and all other costs will be reimbursed to this fund when the liens are paid off to pay for future demolitions, repairs, and enclosures.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

AUTHORIZING APPLICATION TO CIRCUIT COURT FOR DEMOLITION OF DANGEROUS AND/OR UNSAFE BUILDING PROPERTY LOCATED AT 2330 BRENTWOOD, MONTGOMERY, IL 60538, TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS PARCEL NO.: 15-31-378-001

WHEREAS, 55 ILCS 5/5-1211 authorizes the County of Kane, upon application to the Circuit Court, to demolish, repair, or enclose or cause the demolition, repair, or enclosure of dangerous and unsafe buildings or uncompleted and abandoned buildings with the territory of the county, but outside of the territory of any municipality, and to remove or cause removal of garbage, debris and other hazardous, noxious or unhealthy substances or materials from those buildings; and

WHEREAS, 55 IL 5/5-1121 (a) requires that the County apply to the circuit court for an order authorizing such action after the County has provided at least fifteen (15) days' written notice by mail to the owner or owners of the building, including the lien holder of record, and such owner or owners have not commenced proceedings to put the building in a safe condition or to demolish it; and

WHEREAS, 55 ILCS 5/5-1121 authorizes the County to recover the costs related to the demolition, repair, enclosure, or removal incurred by the County, including court costs, attorney's fees, and other costs related to the enforcement of section 55 ILCS 5/5-1121; and

WHEREAS, certain Community Development Block Grant funds may be appropriated and may be available to pay the costs associated with the demolition of dangerous and unsafe buildings within the County; and

WHEREAS, the Kane County Building Officer has determined that the building (the "Unsafe Building") is located at 2330 Brentwood, Township of Aurora, Kane County, Illinois Parcel No.: 15-31-378-001 ("Property") is dangerous and/or unsafe; and

WHEREAS, the County desires to demolish the Unsafe Building if the owner or owners do not commence proceedings to do so after fifteen (15) days written mailed notice.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board as follows:

1. The Kane County Building Officer is hereby authorized and directed to order a title search on the Property and to provide written, mailed notice to the owner or owners of the "Unsafe Building", including the lien holders of record, in accordance with 55ILC 5/5-1121, that order authorizing such demolition in the event the owner does not commence proceedings to do so within 15 days of the date the notice is mailed; and

2. The Kane County State's Attorney's office is hereby authorized and directed to file on behalf of the County an Application with the Circuit Court, in accordance with 55 ILCS 5/5-1121, for an order authorizing the demolition of the Unsafe Building in the event that the owner does not commence proceedings to demolish the building with 15 days of the date the notice is mailed by the Building Officer and to seek the recovery of the costs associated with the demolition.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
425.690.00	Blighted Structure	YES	YES	N/A

Passed by the Kane County Board on July 10, 2018.

John A. Cunningham
 Clerk, County Board
 Kane County, Illinois

Christopher J. Lauzen
 Chairman, County Board
 Kane County, Illinois

Vote:

18-07 Demo Brentwood



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Authorizing Application to Circuit Court for Demolition of Dangerous and/or Unsafe Building Property Located at 1205 S. State Street, Township of Aurora, Kane County, Illinois Parcel No.: 15-35-153-012

Committee Flow: County Development Committee, Executive Committee, County Board

Contact: Mark VanKerkhoff, 630.232.3451

Budget Information:

Was this item budgeted? YES	Appropriation Amount: \$25,000
If not budgeted, explain funding source:	

Summary:

This resolution authorizes and directs the Kane County Building Officer to order a title search on the Property and to provide written, mailed notice to the owner or owners of the Unsafe Building including the lien holder of record, in accordance with 55 ILCS 5/5-1121, that the County desires to demolish the Unsafe Buildings and it will apply to the Circuit Court for an order authorizing such demolition in the event the owner does not commence proceedings to do so within 15 days of the date the notice is mailed. It also authorizes and directs the Kane County States Attorney's office to file on behalf of the County an Application with the Circuit Court, in accordance with 55 ILCS 5/5-1121, for an order authorizing the demolition of the Unsafe Building in the event that the owner does not comply.

Riverboat Funds approved in 2013 created a "Blighted Structures Demolition" line item in the Environmental Management Fund to pay the costs associated with the demolition, repair or enclosure of dangerous and unsafe building with the County. 455 ILCS 5/5-1121 authorizes the County to recover the costs related to the demolition, repair, enclosure, or removal incurred by the County, including court costs, attorney's fees, and other costs related to the enforcement. All recovered costs to the related demolition, repair, enclosure or removal incurred by the County, included court costs, attorney's fees and all other costs will be reimbursed to this fund when the liens are paid off to pay for future demolitions, repairs, and enclosures.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

AUTHORIZING APPLICATION TO CIRCUIT COURT FOR DEMOLITION OF DANGEROUS AND/OR UNSAFE BUILDING PROPERTY LOCATED AT 1205 S. STATE STREET, TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS PARCEL NO.: 15-35-153-012

WHEREAS, 55 ILCS 5/5-1211 authorizes the County of Kane, upon application to the Circuit Court, to demolish, repair, or enclose or cause the demolition, repair, or enclosure of dangerous and unsafe buildings or uncompleted and abandoned buildings with the territory of the county, but outside of the territory of any municipality, and to remove or cause removal of garbage, debris and other hazardous, noxious or unhealthy substances or materials from those buildings; and

WHEREAS, 55 IL 5/5-1121 (a) requires that the County apply to the circuit court for an order authorizing such action after the County has provided at least fifteen (15) days' written notice by mail to the owner or owners of the building, including the lien holder of record, and such owner or owners have not commenced proceedings to put the building in a safe condition or to demolish it; and

WHEREAS, 55 ILCS 5/5-1121 authorizes the County to recover the costs related to the demotion, repair, enclosure, or removal incurred by the County, including court costs, attorney's fees, and other costs related to the enforcement of section 55 ILCS 5/5-1121; and

WHEREAS, certain Community Development Block Grant funds may be appropriated and may be available to pay the costs associated with the demolition of dangerous and unsafe buildings within the County; and

WHEREAS, the Kane County Building Officer has determined that the building (the "Unsafe Building") is located at 1205 S. State Street, Township of Aurora, Kane County, Illinois Parcel No.: 15-35-153-012 ("Property") is dangerous and/or unsafe; and

WHEREAS, the County desires to demolish the Unsafe Building if the owner or owners do not commence proceedings to do so after fifteen (15) days written mailed notice.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board as follows:

1. The Kane County Building Officer is hereby authorized and directed to order a title search on the Property and to provide written, mailed notice to the owner or owners of the "Unsafe Building", including the lien holders of record, in accordance with 55ILC 5/5-1121, that order authorizing such demolition in the event the owner does not commence proceedings to do so within 15 days of the date the notice is mailed; and

2. The Kane County State's Attorney's office is hereby authorized and directed to file on behalf of the County an Application with the Circuit Court, in accordance with 55 ILCS 5/5-1121, for an order authorizing the demolition of the Unsafe Building in the event that the owner does not commence proceedings to demolish the building with 15 days of the date the notice is mailed by the Building Officer and to seek the recovery of the costs associated with the demolition.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
425.690.00	Blighted Structure	YES	YES	N/A

Passed by the Kane County Board on July 10, 2018.

John A. Cunningham
 Clerk, County Board
 Kane County, Illinois

Christopher J. Lauzen
 Chairman, County Board
 Kane County, Illinois

Vote:

18-07 Demo 1205 State

Kane County Development & Community Services Department

Planning & Special Projects Division Monthly Report – June 2018

In addition to regular on-going activities, the following are highlights of regional land, agriculture and other Planning Division activities of the past month.

Crain's Small Business Fair

Chris Toth attended the 2nd annual Crain's Small Business Fair on May 2nd in Aurora. Multiple agencies, companies, and services were on site to help small business owners find the resources they need to help grow their business. There were also breakout sessions on tax reform, assistance programs, and retirement options for businesses to offer to their employees.

Food Hub Operator Update

Mark VanKerkhoff, Janice Hill and Matt Tansley met with Dream Distributors, the food hub operations team on May 9th to recap the progress of food hub project activities since Kane County partnered with the operator in the fall. The operations team also discussed their equipment purchasing needs for running the food hub, and the process by which the hub could access foundation grant funds that had been awarded for this purpose.

Chicago Wilderness Oak Ecosystem Recovery Plan

On May 16th Karen Miller hosted a group of stakeholders to discuss priority oak remnant areas in Kane County.

Food to Market Catalyst – Farm to Cafeteria Event

Matt Tansley and Janice Hill hosted a Farm to Cafeteria Event in partnership with the Illinois Farm to School Network on May 15th at the Northern Illinois Food Bank in Geneva. The event featured presentations and guidance for schools and other institutional food services looking for ways to incorporate more locally grown food items into their meal plans. The event was attended by approximately 25 school food service managers and administrators.

80/20 Business Improvement Seminar

In partnership with IMEC (Illinois Manufacturing Excellence Center), on May 23rd Chris Toth hosted a seminar designed to help business owners improve profits for their business. More than a dozen business owners attended this free event to learn a proven method of realizing that 20% of customers provide 80% of business, and how to leverage this knowledge to increase profits.

Fabulous Fox! Wisconsin-Illinois Fox River Water Trail Initiative

As Illinois co-chair of the Core Development Team (CDT), Karen Miller presented to the McHenry County Board on June 5th about the Initiative. Karen also attended the monthly CDT meeting on June 12th to work with the consultant contracted to develop a logo, brochure, downloadable map series, online map portal and maintenance and PowerPoint presentation template.

Fresh & Local Rx Core Team Meetings

Matt Tansley participated in weekly meetings of the Fresh & Local Rx Core Team. The team discussed which produce items would be available for harvest by the time of the first program session. Kane County secured a commitment from Lazarus House of St. Charles to receive unused produce from the program as a donation for their clients.

The Conservation Foundation

On June 6th Karen Miller attended TCF's Spring Membership & Awards Luncheon.

Fox River Ecosystem Partnerships

Karen Miller attended the meeting on June 13th.

COUNTY OF KANE

KANE COUNTY DIVISION OF
ENVIRONMENTAL & WATER RESOURCES

Kenneth N. Anderson, Jr.
Director



County Government Center

719 S. Batavia Avenue
Geneva, IL 60134

www.co.kane.il.us

Subdivision/Environmental: (630) 208-5118
Fax: (630) 208-3837

STAFF REPORT

TO: Kane County Development Committee

FROM: Kenneth N. Anderson, Jr.
Plat Officer

DATE: June 19, 2018

RE: Minor Subdivision – Sunset Hill Subdivision
2 Lot Subdivision on 21.547 Acres (1 Existing Home)
Section 5, Campton Township (08-05-100-015)
Existing zoning is F, proposed zoning is F-1

Mr. and Mrs. Michael Murphy are representing the owners Mr. and Mrs. Dominick Aurelio who are requesting approval for a 2 lot minor subdivision consisting of 1 existing home on 21.547 acres in Campton Township.

The proposed subdivision is located on the south and west side of Burlington Road, nearly 1/2 mile east of Illinois Route 47. The surrounding land uses include large lot residential uses to the north and east, and agricultural uses in all other directions.

The Kane County Technical Staff advises that this development was processed in accordance with the Kane County Subdivision Ordinance. Staff has met with the owner's representative and has reviewed the Final Plat dated April 27, 2018, prepared by Donahue and Thornhill, and found them to be in accordance with the minor subdivision requirements.

No comments were received from adjacent property owners and the Village of Campton Hills did not have any issues with the proposed minor subdivision.

RECOMMENDATION: The Kane County Technical Staff recommends this minor subdivision be approved with the following condition:

1. Lot 1 is considered a Type 2 lot and will be required to be designed to meet all Type 2 lot requirements.

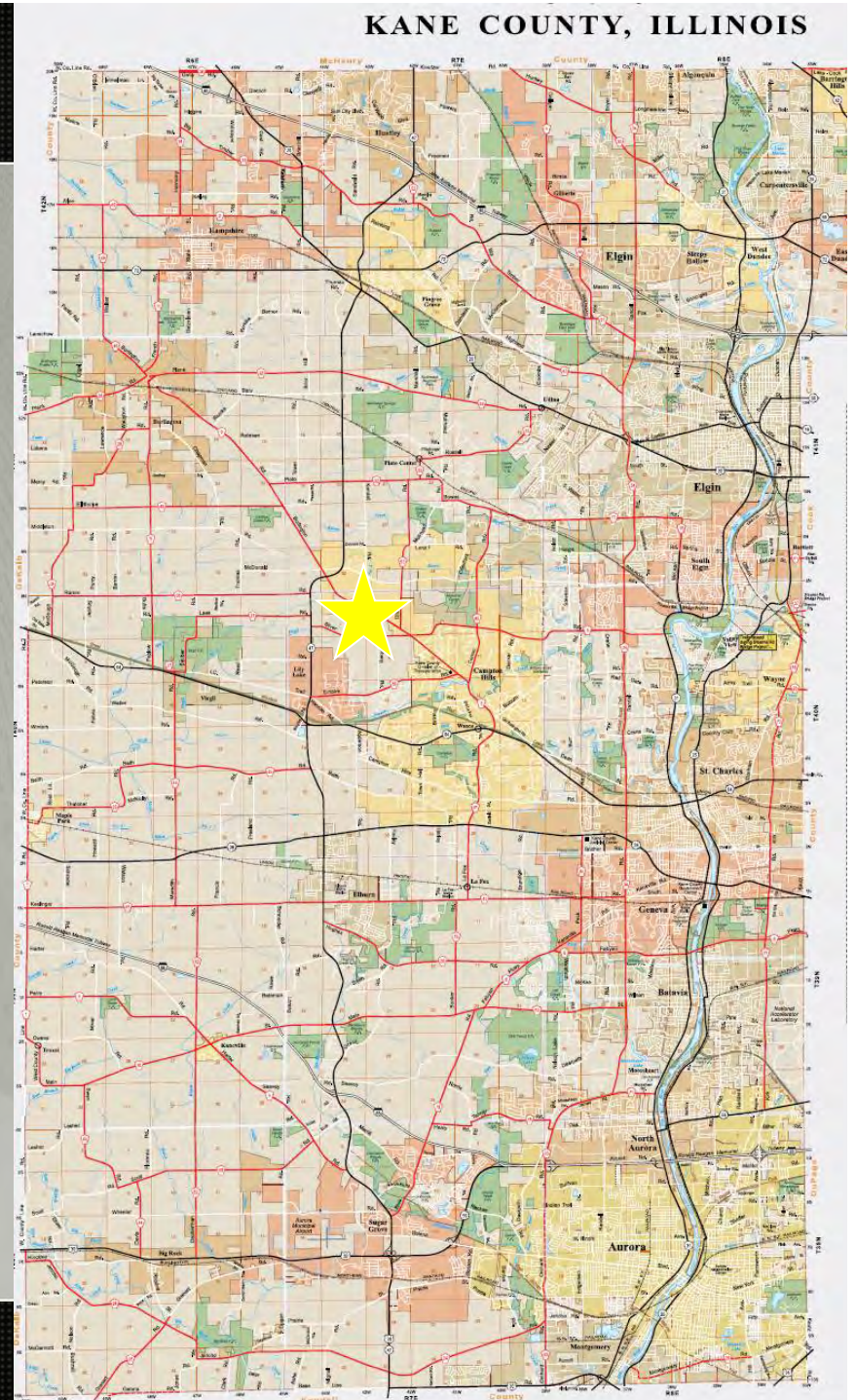
Sunset Hill Subdivision

Minor Subdivision

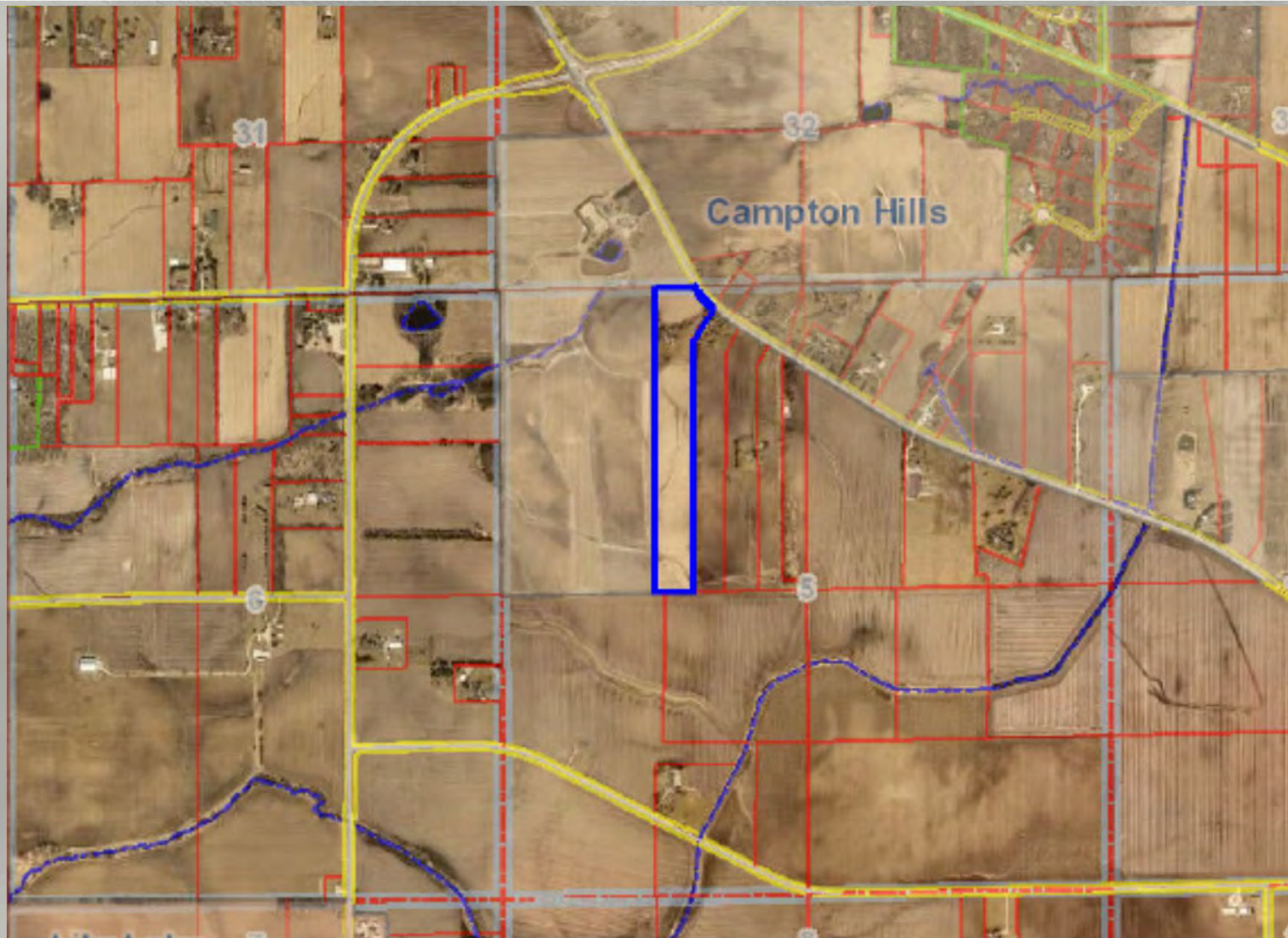
2 Lots Proposed on 21.547 Acres
1 Existing Home
Existing Zoning is F Proposed
Zoning is F-1

Section 5, Campton Township

(08-05-00-015)



AIR PHOTO



AIR PHOTO



RECOMMENDATION

The Kane County Technical Staff recommends this minor subdivision be approved by the Kane County Development Committee with the following stipulation:

1. Lot 1 is considered a Type 2 lot and will be required to be designed to meet all Type 2 lot requirements.



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Amending the Housing and Community Development Consolidated Plan

Committee Flow: County Development Committee, Executive Committee, County Board

Contact: Scott Berger, 630.208.5351

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$3,661,772.00
If not budgeted, explain funding source:	

Summary:

The attached resolution amends the County's Housing and Community Development Consolidated Plan to include programs and projects to be undertaken with Federal Fiscal Year 2018 funds provided by the U.S. Department of Housing and Urban Development (HUD). Attached is an executive summary of the plan, including a summary of the housing and community development priorities, objectives, programs and projects to be included in the plan.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

AMENDING THE HOUSING AND COMMUNITY DEVELOPMENT CONSOLIDATED PLAN

WHEREAS, Kane County Board Resolution No. 97-344 established the Kane County Community Development Block Grant (CDBG) Program, and Resolution No. 04-06 established the Kane-Elgin HOME Consortium; and

WHEREAS, said resolutions also established commissions charged with overseeing said programs; and

WHEREAS, said programs are funded by the U.S. Department of Housing and Urban Development (HUD) and are to be implemented in a manner consistent with the priorities and strategies identified in the local jurisdiction's Housing and Community Development Consolidated Plan; and

WHEREAS, the County's Consolidated Plan, which covers a five-year period including Program Years 2015 through 2019, was approved by Kane County Board Resolution No. 15-127; and

WHEREAS, said plan must be updated annually to identify priorities and objectives for the new program year, and to include programs and projects that will be undertaken with funds awarded by HUD during the program year.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Housing and Community Development Consolidated Plan for Program Years 2015 through 2019, is hereby amended to identify priorities and objectives for Program Year 2018, and to include programs and projects that will be undertaken with Federal Fiscal Year 2018 funds awarded by HUD.

BE IT FURTHER RESOLVED that the Kane County Board Chairman and/or the Director of the Office of Community Reinvestment are authorized to sign applications, agreements, certifications, reports, and other documents required by HUD to complete the activities described in the plan.

Passed by the Kane County Board on July 10, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-07 Consolidated Plan FY18

Housing and Community Development Consolidated Plan

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The Kane County/City of Elgin HOME Consortium is a city-county partnership authorized by HUD for the purpose of receiving Federal HOME Investment Partnerships Program (HOME) funds. It consists of Kane County—including the twenty-four municipalities that participate in the county's CDBG Program—and the City of Elgin, which receives CDBG funds directly from HUD. The Consortium must prepare an Annual Action Plan, which meets Federal requirements, in order to receive both CDBG and HOME funds.

The Annual Action Plan describes the activities Kane County and the Kane-Elgin Consortium will undertake in Program Year 2018 with funds received from the U.S. Department of Housing and Urban Development (HUD). The programs include the Community Development Block Grant Program (CDBG) and the HOME Investment Partnerships Program (HOME), and Continuum of Care Program (COC).

In the spring of 2015, Kane County, as the lead entity of the Consortium, adopted a Housing and Community Development Consolidated Plan for Program Year's 2015 through 2019. The Consolidated Plan contains a housing and homeless needs assessment, a housing market analysis, and a strategic plan, which identifies priority needs in the Consortium Area, and establishes funding priorities for the five-year period covered by the Plan. The activities outlined in this Annual Action Plan for Program Year 2018 address those priorities and will help the Consortium meet the goals and objectives laid-out in the Consolidated Plan.

As the summary below shows, all CDBG, HOME, and COC activities (with the exception of program planning and administration) will benefit low- and moderate-income residents.

Community Development Block Grant

- Affordable Housing Fund - \$774,889
- Neighborhood Improvements - \$492,336
- Job Creation - \$600,000
- Homeless Services - \$117,200
- Administration - \$238,830

HOME

- Affordable Housing Fund - \$1,188,071
- Administration - \$91,234

Continuum of Care - \$159,212

2. Summarize the objectives and outcomes identified in the Plan

Objective #1: Affordable Housing

Under the priority of Affordable Housing, the Consortium will:

- 1) Provide gap financing for affordable homeownership and rental opportunities by providing development subsidies designed to reduce the market price of such housing.
- 2) Implement an owner occupied rehabilitation program funded by both HOME and CDBG funds for low to moderate income households. Energy efficiency improvements, health/safety repairs, code violations, and accessibility modifications will be priorities under the program.
- 3) Provide first-time homebuyer assistance to low-income homeowners throughout the area. Homeownership education and financial management counseling services will be included as a component of such assistance.
- 4) Continue to further fair housing by educating the public and community stakeholders regarding fair housing laws.

Objective #2: Neighborhood Improvements

When appropriate, the county and city will strategically utilize their Federal funding to provide gap funding for critical, targeted, neighborhood improvement projects. Generally, there are four main focus areas of neighborhood improvement priority which could be targeted with Federal funds; 1) Storm water drainage, 2) Sanitary sewers/potable water supply, 3) Streets and sidewalks, and 4) Parks.

Objective #3: Facility Development

Kane County and the City of Elgin will provide support for the construction, rehabilitation and general improvement of public facilities such as community centers and facilities from which human services are provided to area residents.

Objective #4: Homeless Services

The Consortium will work to support the availability of both emergency shelter and transitional housing services/facilities. Furthermore, it will continue to support the Continuum of Care for Kane County as a vehicle through which services to the homeless population are coordinated and funding is obtained to address critical needs.

An additional objective (Job Creation) was discussed and evaluated during the Consolidated Planning process as to its importance in the community and priority for support. Although a category was not defined at that time to specifically support efforts through the ConPlan, at this time the County sees a need to include and define this objective in the plan.

Objective #5: Job Creation

When appropriate, the county and city will strategically provide gap financing to for-profit businesses for capital improvements that will result in job opportunities for local residents. Generally, support should further the following efforts in targeted industry sectors: 1) Expand

or modernize existing or locally owned and managed enterprises; 2) Encourage the creation or retention of employment opportunities for low and moderate-income County residents; 3) Leverage new private investment; and 4) Assist businesses with high-value added products or services.

Performance Outcome Measurement

Three broad objectives have been established focusing on supporting low- and moderate-income households in ways that are consistent with the goals of the Consolidated Plan:

- Create suitable living environments
- Provide decent, affordable housing
- Create economic opportunities

The following outcome options help to identify the type of change/result that is sought by each activity:

- Availability/Accessibility: Activities that make services, infrastructure, housing, or shelter available or accessible to low- and moderate-income people, including persons with disabilities. Accessibility does not refer only to physical barriers, but to making the affordable basics of daily living available and accessible to low- and moderate-income people.
- Affordability: Activities that provide affordability in a variety of ways in the lives of low- and moderate-income people. This can include the creation or maintenance of affordable housing, basic infrastructure hookups, or services including transportation or day care.
- Sustainability: Projects where the activity is aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slum or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Progress toward Outcomes is measured with Output Indicators, as defined by HUD. Objectives are combined with Outcomes to produce an Outcome Statement. Outcomes are the “benefits” relating to a change in conditions, status, attitudes, knowledge, or behavior that result from the funded programs.

3. Evaluation of past performance

Kane County has participated in the CDBG Program since 1998 as an “urban county” serving a program area that includes twenty-four municipalities and the unincorporated areas of the county. In 2004, Kane County and the City of Elgin formed a partnership – known as a “consortium” – in order to participate in the HOME Program. The area served by the consortium includes the county’s CDBG program area and the City of Elgin.

Over the ensuing years, the county has used its annual CDBG and HOME allocations to fund a variety of programs and projects which have improved housing conditions, strengthened neighborhood infrastructure, enhanced public facilities, and expanded emergency shelter services. With the roughly \$35.02 million in federal assistance received since 1998, the County’s

projects have leveraged an estimated \$142.05 million in state, local, and private resources, for a total community investment of approximately \$177.07 million.

Over just the first three years of the current Consolidated Planning period (2015 to 2019), the County has invested over \$6.11 million in CDBG and HOME funds toward affordable housing activities, neighborhood improvement projects, and homeless programming. These programs and projects have served to improve and maintain over 130 units of affordable owner-occupied housing, provide shelter to over 100 homeless individuals and families, as well as improve the overall quality of life for residents in low- to moderate-income neighborhoods.

Kane County has consistently met or exceeded HUD's standards regarding performance and timeliness. At the close of each program year, the county summarizes the year's activities and accomplishments in a Consolidated Annual Performance and Evaluation Report (or "CAPER"), which is made available for public review during a fifteen-day comment period prior to being submitted to HUD.

4. Summary of Citizen Participation Process and consultation process

On December 5, 2017, the County launched its citizen participation process for the 2018 program year in partnership with the City of Elgin. On that day, two public hearings were held; one at The Centre of Elgin (the City's downtown public recreation/conference center), and one at the Kane County Government Center in Geneva. The purpose of the hearings was to solicit citizen input regarding the community needs and objectives identified in the Consortium's 2015-2019 Consolidated Plan, which guides the use and allocation of funds. Following the hearings, the County's Office of Community Reinvestment prepared a draft of the Consortium's Annual Action Plan under the direction and oversight of the Kane-Elgin HOME Commission, which met on January 9, 2018, and the County's Community Development Commission, which met on May 30, 2018. The County released a draft of the Consortium's Annual Action Plan for public review and comment during a 30-day comment period held from June 7, 2018 through July 6, 2018. Activities included in the draft 2018 Annual Action Plan will be discussed at publicly noticed meetings of the County Board's Development Committee on June 19, 2018, and Executive Committee on July 5, 2018. The Kane County Board is expected to formally adopt the Plan at its publicly noticed meeting on July 10, 2018. The development and adoption process for the Consortium's 2018 Annual Action Plan was consistent with its Citizen Participation Plan, and all applicable HUD regulations.

5. Summary of public comments

Not applicable.

6. Summary of comments or views not accepted and the reasons for not accepting them

Not applicable.

7. Summary

Program Year 2018 represents the fourth year of the current five-year Consolidated Planning period, and this Annual Action Plan outlines the activities the Consortium will undertake with Federal funds during the year.

During Program Year 2018, the County will have access to funds available under four different federal programs; the Community Development Block Grant Program (CDBG), the HOME Investment Partnerships Program (HOME), and the Continuum of Care Program (COC). The Kane County Community Development Fund will have \$2,223,255 available for activities outlined in this Plan. This amount represents the total of the County's Federal Fiscal Year 2018 formula allocation (\$1,358,219) plus CDBG program income and carry-over funds from prior years (\$865,036). The Kane-Elgin HOME Consortium will have \$1,279,305 available in the 2018 Program Year. This amount represents the total of the Consortium's Federal Fiscal Year 2018 formula allocation (\$912,335) plus HOME program income (\$366,970). Lastly, Kane County is projected to receive \$159,212 in Continuum of Care Program funding for COC planning activities and implementation of the local Homeless Management Information System (HMIS).

For Program Year 2018, CDBG funds will be used for a variety of activities that will address the priorities identified in the Consortium's Strategic Plan, including affordable housing, neighborhood improvements, homeless services, job creation, and program planning and administration. HOME and NSP funds will be allocated to programs that will address the priority of affordable housing, and Continuum of Care funds will address the homeless services priority.

The following tables provide a summary of the CDBG, HOME, and COC activities included in this Action Plan. With the exception of funds that will support program planning and administration activities, 100% of the funding will support programs/projects that will benefit low- to moderate-income residents.

**KANE COUNTY COMMUNITY DEVELOPMENT PROGRAM
BUDGET FOR PROGRAM YEAR 2018**

Priority Needs Category	Program/Project Name	Program/Project Description	Funding
Affordable Housing	Affordable Housing Fund	The Affordable Housing Fund (AHF) will leverage multiple funding sources to support the preservation and creation of affordable housing for households with incomes below 80% of the area median income	\$774,889
Neighborhood Improvements	Batavia	Downtown North Street Improvements	\$75,000
	Carpentersville	2019 Sidewalk and Roadway Improvements	\$261,336
	North Aurora	Monroe Alley Improvements	\$156,000
Job Creation	Business Loan Program	Provide gap financing support to for-profit businesses in targeted industries to promote economic growth and create jobs for low-mod-income residents	\$600,000
Homeless Services	Lazarus House Emergency Shelter (St. Charles)	Provide operating support for emergency homeless shelter and transitional housing program that serves central Kane County	\$38,160
	PADS Emergency Shelter (Aurora)	Provide operating support for emergency homeless shelter that serves southern Kane County	\$30,240
	PADS of Elgin Emergency Shelter	Provide operating support for emergency homeless shelter that serves northern Kane County	\$27,000
	Homeless Management Information System	Implement database used by area agencies to track services for homeless individuals and families	\$21,800
Program Planning and Administration	Program Administration and Planning	Provide funds to cover expenses associated with administration of the Community Development Program, as well as certain planning activities	\$238,830
GRAND TOTAL			\$2,223,255

HOME INVESTMENT PARTNERSHIPS PROGRAM BUDGET FOR PROGRAM YEAR 2018			
Priority Needs Category	Program Name	Program Description	Funding
Affordable Housing	Affordable Housing Fund	The Affordable Housing Fund (AHF) will leverage multiple funding sources to support the preservation and creation of affordable housing for households with incomes below 80% of the area median income.	\$1,188,071
Program Planning and Administration	Administration	Provide funds to cover expenses associated with administration of the HOME Program.	\$91,234
GRAND TOTAL			\$1,279,305

CONTINUUM OF CARE PLANNING GRANT HOMELESS MANAGEMENT INFORMATION SYSTEM BUDGET FOR PROGRAM YEAR 2018			
Priority Needs Category	Program Name	Program Description	Funding
Homeless Services	Pathways Community Network Institute	Provide technical support related to the implementation of the HMIS system as required by HUD.	\$159,212
	Bowman Systems	Provide license, hosting, and training services for ServicePoint an online software system that allows area organizations to coordinate homeless services and guide resource allocation.	
Program Planning and Administration	Administration	Provide funds to cover expenses associated with administration of the Continuum of Care Program.	
GRAND TOTAL			\$159,212

Finally, although not included in this plan, the County – through its Office of Community Reinvestment – will continue to implement various HUD and local programs aimed at strengthening Kane County communities, promoting collaboration among area organizations, and providing long-term solutions to current problems facing Kane County residents in the areas of environment, education, and economic development.



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Authorizing Actions Related to Management of the St. Charles Housing Trust Fund

Committee Flow: County Development Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Scott Berger, 630.208.5351

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$20,000.00
If not budgeted, explain funding source: City of St. Charles	

Summary:

The attached resolution authorizes several actions associated with the Kane County Office of Community Reinvestment assuming management and oversight of activities supported by the City of St. Charles' Housing Trust Fund. It authorizes execution of the necessary agreements and other documents and expansion of the membership of HOME Commission to include one representative from the City of St. Charles. It also amends the County's budget to include the funds that will be received from the City and expended during the remainder of County Fiscal Year 2018. Housing programs supported by the City's Housing Trust Fund are expected to compliment the federally funded housing initiatives already managed by the Office of Community Reinvestment.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

AUTHORIZING ACTIONS RELATED TO MANAGEMENT OF THE ST. CHARLES HOUSING TRUST FUND

WHEREAS, the City of St. Charles (City) has established a Housing Trust Fund for the purpose of providing and preserving affordable housing within its jurisdiction for the benefit of current and future residents; and

WHEREAS, the County, through its Office of Community Reinvestment, has developed and implemented various housing and community development initiatives supported by annual allocations of federal funding from the U.S. Department of Housing and Urban Development, and the City has actively and consistently participated in said initiatives since their inception; and

WHEREAS, the Office of Community Reinvestment has the qualifications and experience necessary to administer housing activities supported by the City's Housing Trust Fund, and will do so in a manner that increases the positive impact of both the City's and County's housing initiatives; and

WHEREAS, the City has determined it is in its best interest to obtain program management services from the Office of Community Reinvestment for programming under its Housing Trust Fund; and

WHEREAS, it is necessary to execute agreements between the City and County, and the County and Community Contacts, Inc., for the provision of the services sought by the City; and

WHEREAS, a new sub-department titled "St. Charles Housing Trust Fund" has been established within the County's financial system and it is necessary to amend the County's budget for Fiscal Year 2018 to accommodate the funds that will be received from the City and expended during the remainder of said fiscal year; and

WHEREAS, the HOME Commission, which already oversees the County's federally funded housing initiatives, will oversee activities supported by the City's Housing Trust Fund, and it is both appropriate and desirable, therefore, to add an additional seat to the HOME Commission specifically for City representation.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board Chairman and/or the Director of the Office of Community Reinvestment are authorized to sign agreements, certifications, reports and other documents necessary to provide program management and housing services to the City of St. Charles.

BE IT FURTHER RESOLVED that the County's budget for Fiscal Year 2018 is amended as follows:

406.690.000.33897	St. Charles Housing Trust Fund	+ \$20,000
406.690.728.55000	Miscellaneous Contractual	+ \$20,000

BE IT FURTHER RESOLVED that the membership of the HOME Commission, which was established by County Board Resolution No. 04-06, be expanded to include an eleventh (11th) seat and that said seat shall be occupied by the individual serving as the Chair of the St. Charles Housing Commission, or their designee.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
Various (See Above)	Various (See Above)	No	No	City of St. Charles

Passed by the Kane County Board on July 10, 2018.

John A. Cunningham
 Clerk, County Board
 Kane County, Illinois

Christopher J. Lauzen
 Chairman, County Board
 Kane County, Illinois

Vote:

18-07 St. Charles HTF