

**KENDALL COUNTY BOARD AGENDA  
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210  
Tuesday, April 21, 2020 at 9:00 a.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
6. Public Comment
7. Consent Agenda
  - A. Approval of County Board Minutes from March 18, 2020
  - B. Standing Committee Minutes Approval
  - C. Approval of Claims in an amount not to exceed \$ 1,294,154.72
  - D. Approve Resolution approving low bids from April 3, 2020 bid letting for road and bridge construction projects on county routes and for those township projects funded with Township MFT funds
  - E. Approve Intergovernmental Agreement for Kendall County Transportation Alternatives Program ("KC-TAP") funding grant to the Oswegoland Park District for installation of ADA and safety upgrades along the Grove Road Trail
  - F. Approve Resolution to acquire and dispose of real estate to correct the right-of-way at the intersection of Plainfield Road and Ridge Road
  - G. Approve Resolution to vacate a no longer used highway right-of-way near the intersection of Plainfield Road and Ridge Road
  - H. Approve Resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes along Ridge Road between Theodore Street and Caton Farm Road in Kendall County, Illinois
  - I. Approve Ordinance for the establishment of an altered speed limit on Jughandle Road
  - J. Approval of Kendall County Fair Housing Resolution
  - K. Approval of Contract with Thomas P. Miller & Associates
  - L. Approval of FY2020 Tax Abatement Ordinance
8. Old Business
9. New Business
  - A. 2019 Financial Audit Presentation – Mack and Associates
  - B. Approval of an Amendment to an Ordinance Regulating the Retail Sale of Alcoholic Liquors Outside the Corporate Limits of any City, Village or Incorporated town in Kendall County, Illinois (Increase Total Number of Available "H" Licenses from 0 to 1)
10. Elected Official Reports & Other Department Reports
  - A. Emergency Management Agency
  - B. Sheriff
  - C. County Clerk and Recorder
  - D. Treasurer
  - E. Clerk of the Court
  - F. State's Attorney
  - G. Coroner
  - H. Health Department
  - I. Supervisor of Assessments
11. Standing Committee Reports
  - A. Finance
    1. Approval of Kendall County Ordinance Postponing Delinquency Date Interest for the First Installment of 2019 (Payable 2020) Property
    2. Approval of Senior Levy Award Distribution Resolution
    3. Approval of Resolution Establishing the Salary for the Kendall County Circuit Clerk
  - B. Facilities
    1. Approve the 2020 window replacement contract for the Historic Courthouse with Patrick McCann Inc. in the amount of \$76,000.00
    2. Approve 2020 Kendall County paving projects contract with D Construction in the amount of \$68,261.00
  - C. Planning, Building & Zoning
    1. Approval of Petition 19-41 Request from the Kendall County Planning, Building and Zoning Committee for Text Amendments to Sections 12 and 13 of Kendall County Zoning Ordinance Pertaining to Zoning Ordinance Enforcement (Citation Authority), Hearing Officer, and Fines

2. Approval of Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2020 NPDES-MS 4 Requirements in an Amount of \$1,800 Plus Reimbursable Costs (Costs + 10%); Related Invoice to be Paid from the Planning, Building and Zoning Department's Consultants Line Item (11001902-63630)
- D. Highway
  1. Approval of Agreed Order setting preliminary just compensation in the amount of \$49,500 for the acquisition of right-of-way from the Wayne Borneman Trust for the Eldamain Road extension project
- E. Economic Development
  1. Approval of Economic Development Revolving Loan Payment Suspension Letters
  2. Approval of Marketing and Promotion of Downstate Small Business Stabilization Program in an Amount Not to Exceed \$3,000
- F. Health and Environment
  1. Approval of Updated Kendall County Food Protection Ordinance
12. Special Committee Reports
  - A. UCCI and NACo
13. Other Business
14. Chairman's Report

#### **Appointments**

Roger Bonuchi – Kendall County Emergency Management Agency Director Effective April 27, 2020

15. Public Comment
16. Questions from the Press
17. Executive Session
18. Adjournment

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

**KENDALL COUNTY BOARD  
ADJOURNED SEPTEMBER MEETING  
March 18, 2020**

STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Wednesday, March 18, 2020 at 9:00 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Elizabeth Flowers (remote call in), Scott Gengler (remote call in), Tony Giles (remote call in), Judy Gilmour (remote call in), Audra Hendrix (remote call in), Matt Kellogg, Matt Prochaska and Robyn Vickers (remote call in). Members absent: None.

The Clerk reported to the Chairman that a quorum was present to conduct business.

**THE AGENDA**

Member Prochaska moved to approve the agenda as amended pulling items 11B4, 11B1 and 5A. Member Kellogg seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

**PUBLIC COMMENT**

Todd Milliron expressed concerns about the testing and supplies that the Health Department has regarding the coronavirus. Mr. Milliron also spoke about delivering meals and the election.

**CONSENT AGENDA**

Member Flowers moved to approve the consent agenda of A) county board minutes from February 18, 2020; B) standing committee minutes; C) claims in an amount not to exceed \$903,898.39. Member Kellogg seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. Motion carried.

**C) COMBINED CLAIMS:** ADMIN \$192.89; ANML CNTRL WRDN \$11,602.94; ASSMT \$1,572.05; BEHAV HLTH \$482.16; BOR \$276.31; CIR CLK \$5,015.94; CIR CRT JDG \$2,251.06; COMB CRT SVS \$1,630.05; COMM ACTN SVS \$116,050.46; COMM HLTH SVS \$238.23; CORR \$48,255.97; CNTY ADMIN \$2,068.00; CNTY BRD \$139,961.18; CNTY CLK \$26,105.50; HIGHWAY \$181,765.18; CTY TREASR \$3,187.37; ELECTN \$49,946.39; EMA \$1,147.93; EMPL BFITS \$2,450.49; ENVIRO HLTH \$1,530.86; FCLT MGMT \$ 30,804.45; GIS \$1,320.86; JURY COMM \$342.96; PBZ SNR PLAN \$1,653.29; PBZ \$1,988.48; PRSDG JDGE \$3,478.00; PROB SVS \$15,452.10, PRGM SUPP \$840.39; PUB DEF \$4,604.78; ROE \$6,386.00; SHF \$53,010.78; STATES ATTY \$3,105.31; TECH \$8,949.25; TRSR \$431.70; UTIL \$9,904.73; VET \$3,046.93; SHF \$42,485.16; SHF \$62,876.81; FP \$57,485.46

Chairman Gryder stated that the Governor issues an Executive Order 2020-07 allowing for remote attendance in public meetings under the Open Meetings Act. Under the order the board is only able to discuss matters that are vital to continue the operations of the County. The County is ready to help if needed. Mr. Gryder stated the actions the County has taken.

**NEW BUSINESS**

**Proclamation of Disaster**

Member Cesich moved to approve a Resolution extending the March 16, 2020 Proclamation of Disaster for Kendall County, Illinois through May 31, 2020. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of Resolution 20-17 is available in the Office of the County Clerk.

**Collective Bargaining Agreement**

Member Cesich moved to approve the ratification of Collective Bargaining Agreement between Kendall County, Illinois, the Kendall County Sheriff and the Illinois Fraternal Order of Police Labor Council (Patrol Deputies) effective December 1, 2019 through November 30, 2023. Member Flowers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS**

## EMA Director

Joe Gillespie gave the board an update on the Covid-19 virus and why we are having people stay home and closing restaurants. Mr. Gillespie stated what they are doing for the County.

## Sheriff

Sheriff Baird stated that they are taking extra precautions at the Jail. They have spoken to the medical and food providers to make sure their services would be uninterrupted. They have limited access, evictions cancelled and sheriff sale suspended. They are still providing all services.

## Health Department

Dr. Tokars reported that Kendall County has its first case, they do expect more cases. Dr. Tokars provided more information about what is going on with the coronavirus now.

## County Clerk

Revenue Report		2/1/20-2/29/20	2/1/19-2/28/19	2/1/18-2/28/18
Line Item	Fund		Revenue	Revenue
CLKFEE	County Clerk Fees	\$704.50	\$496.00	\$547.50
MARFEE	County Clerk Fees - Marriage License	\$870.00	\$570.00	\$570.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$45.00		
CRTCOP	County Clerk Fees - Certified Copy	\$1,817.00		
NOTARY	County Clerk Fees - Notary	\$235.00		
MISINC	County Clerk Fees - Misc	\$75.00		
	County Clerk Fees - Misc Total	\$2,172.00	\$1,903.99	\$1,671.50
RECFEE	County Clerk Fees - Recording	\$24,920.00	\$17,163.00	\$18,116.00
	Total County Clerk Fees	\$28,666.50	\$20,132.99	\$20,905.00
CTYREV	County Revenue	\$22,806.50	\$19,285.75	\$19,782.25
DCSTOR	Doc Storage	\$14,573.50	\$10,034.00	\$11,018.50
GISMAP	GIS Mapping	\$46,230.00	\$16,950.00	\$18,610.00
GISRCD	GIS Recording	\$3,082.00	\$2,120.00	\$2,326.00
INTRST	Interest	\$17.38	\$21.53	\$12.54
RECMIS	Recorder's Misc	\$3,478.00	\$3,132.75	\$3,325.25
RHSP	RHSP/Housing Surcharge	\$12,681.00	\$8,928.00	\$9,855.00
TAXCRT	Tax Certificate Fee	\$1,160.00	\$1,440.00	\$1,120.00
TAXFEE	Tax Sale Fees	\$1,147.30	\$1,870.00	\$1,365.00
PSTFEE	Postage Fees	\$795.50	\$963.03	\$893.78
CK # 18895	To KC Treasurer	\$134,637.68	\$84,878.05	\$89,213.32

County Clerk, Debbie Gillette informed the board that the office will be going to ½ staff and services will be provided through the drop box and mail. Ms. Gillette commended the Election Judges and staff for the job well done on Election Day. The polling places were provided disinfecting wipes, disinfecting spray and paper towels, gloves and extra pens. They all received a notice to post for the voters on how to make the voting experience safe.

## Treasurer

Office of Jill Ferko  
Kendall County Treasurer & Collector  
111 W. Fox Street Yorkville, IL 60560



**Kendall County General Fund**

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES  
FOR THREE MONTHS ENDED 02/29/2020

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2020 YTD Actual</u>	<u>2020 YTD %</u>	<u>2019 YTD Actual</u>	<u>2019 YTD %</u>
Personal Property Repl. Tax	\$390,000	\$80,736	20.70%	\$55,354	14.96%
State Income Tax	\$2,300,000	\$630,111	27.40%	\$350,855	15.79%
Local Use Tax	\$700,000	\$229,477	32.78%	\$131,725	19.23%
State Sales Tax	\$550,000	\$178,378	32.43%	\$167,708	30.49%
County Clerk Fees	\$325,000	\$97,516	30.00%	\$69,021	21.24%
Circuit Clerk Fees	\$1,350,000	\$311,427	23.07%	\$110,705	13.84%
Fines & Foreits/St Atty.	\$300,000	\$54,444	18.15%	\$40,698	12.52%
Building and Zoning	\$68,000	\$16,492	24.25%	\$11,239	16.53%
Interest Income	\$200,000	\$54,840	27.42%	\$64,326	42.88%
Health Insurance - Empl. Ded.	\$1,266,656	\$289,355	22.84%	\$274,706	21.71%
1/4 Cent Sales Tax	\$3,105,000	\$805,524	25.94%	\$788,320	25.39%
County Real Estate Transf Tax	\$425,000	\$133,703	31.46%	\$91,322	21.49%
Federal Inmate Revenue	\$2,044,000	\$617,040	30.19%	\$307,050	18.97%
Sheriff Fees	\$170,000	\$66,693	39.23%	\$36,945	20.83%
<b>TOTALS</b>	<b>\$13,193,656</b>	<b>\$3,565,736</b>	<b>27.03%</b>	<b>\$2,499,972</b>	<b>20.68%</b>
<b>Public Safety Sales Tax</b>	<b>\$5,324,000</b>	<b>\$1,396,403</b>	<b>26.23%</b>	<b>\$1,373,739</b>	<b>26.32%</b>
<b>Transportation Sales Tax</b>	<b>\$6,000,000</b>	<b>\$1,396,403</b>	<b>23.27%</b>	<b>\$1,373,739</b>	<b>27.47%</b>

\*Includes major revenue line items excluding real estate taxes which are to be collected later.

To be on Budget after 3 months the revenue and expense should at 24.99%

County Treasurer Jill Ferko stated that they will be going to a modified work schedule. The audit is wrapped up.

#### Coroner

Description	**	February 2020	Fiscal Year-to-Date	February 2019
Total Deaths		35	102	31/77
Natural Deaths		32	93	28
Accidental Deaths		1	4	0
Pending		1	1	3
Suicidal Deaths		1	2	0
Homicidal Deaths		0	0	0
Toxicology		3	11	4
Autopsies		3	10	4
Cremation Authorizations		23	61	17/45

Scenes Responded to:	Transported by Coroner's Office:	External Examinations:
5	5	2

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(A):

- 02/05/2020 – Oswego – 19yo, Male, Combined Drug (Fentanyl and 4-ANPP Despropionyl Fentanyl) Toxicity

(S):

- 02/20/2020 – Oswego – 51yo, Male, Asphyxiation Due to Hanging

#### PERSONNEL/OFFICE ACTIVITY:

- On February 5, Coroner Purcell facilitated the 'Lights of Hope' support group for families and friends who have been impacted by an overdose related death.
- On February 5, Coroner Purcell provided case reviews with members of the Illinois Violent Death Reporting System (IVDRS) and Statewide Unintentional Drug Overdose Reporting System (SUDORS).
- On February 13, Chief Deputy Coroner Gotte provided a presentation to the Law Enforcement Classes (AM & PM) at Indian Valley Vocational Center (IVVC).
- Throughout February, a total of 5 hours of community service hours were completed at the Kendall County Coroner's Office.

#### State's Attorney

Assistant State's Attorney Leslie Johnson reported that they are still open for business. They are available to assist the County and residents.

### STANDING COMMITTEE REPORTS

#### Facilities

##### Assignment of Lease

Member Kellogg moved to approve the Assignment of Lease between Kendall County, GRNE Solarfield 01 LLC, and Union Bank and Trust Company. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

##### Assignment of Rights

Member Kellogg moved to approve the Assignment of Rights in Solar Energy Power Purchase Agreement between Kendall County, GRNE Solarfield 01 LLC, and Union Bank and Trust Company. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

##### Electrical & Data Improvements

Member Kellogg moved to approve the Public Safety Center panel replacements by the Trane Co. utilizing US Communities Contract # USC15-JLP-023 Cooperative Quote Number: 30-10006-20-001, amount not to exceed \$62,100.00. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## Panel Replacements

Member Kellogg moved to approve the contract with GC Electrical & Maintenance in the amount of \$19,550.00 for electrical & data improvements for the Animal Control Facility. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## Planning, Building & Zoning

### Petition 19-37

Member Prochaska moved to approve Petition 19-37 request from John Dollinger on behalf of Hansel Ridge, LLC for an amendment to the future land use map in the Land Resource Management Plan by changing the classification of the Northern 18.7 +/- acres of 195 Route 52 (PIN: 09-13-200-002) in Seward Township from Public/Institutional to Commercial. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Hendrix who voted present. **Motion carried.**

A complete copy of Resolution 20-18 is available in the Office of the County Clerk.

### Petition 19-38

Member Prochaska moved to approve Petition 19-38 request from John Dollinger on behalf of Hansel Ridge, LLC (current owner) and Jason Shelley on behalf of GoProBall, LLC (prospective buyer) for an amendment rezoning Northwestern 9.19 +/- acres of 195 Route 52 (PIN: 09-13-200-002) in Seward Township A-1 Agricultural to B-4 Commercial Recreation District. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Hendrix who voted present. **Motion carried.**

A complete copy of Ordinance 20-02 is available in the Office of the County Clerk.

## Highway

### Lisbon Road Drainage

Member Gryder moved to approve Preliminary Engineering Services Agreement between Kendall County and Chamlin & Associates, Inc. in the amount of \$16,832 for preliminary engineering of the Lisbon Road Drainage Improvement; said funds to be taken from the Transportation Sales Tax Fund. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 20-21 is available in the Office of the County Clerk.

### Bridge Inspections

Member Gryder moved to approve Preliminary Engineering Services Agreement between Kendall County and Willett Hofmann & Associates, Inc. in the amount of \$43,200 for county bridge inspections for 2020 and 2021; said funds to be taken from the County Bridge Fund. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 20-22 is available in the Office of the County Clerk.

### Galena and Kennedy Roads

Member Kellogg moved to approve Preliminary Engineering Services Agreement between Kendall County and Engineering Enterprises, Inc. in the amount of \$147,980 for design of intersection improvements at Galena Road and Kennedy Road; said funds to be taken from the Transportation Sales Tax Fund. Member Flowers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 20-23 is available in the Office of the County Clerk.

## Health & Environment

### Solid Waste Plan

Member Gilmour moved to approve the Kendall County 2020-2025 Solid Waste Plan. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## SPECIAL COMMITTEE REPORTS

### Census Complete Count Commission

Member Vickers stated that the Facebook page is up. Funding is dependent on our population so please participate. They are getting creative in ways to reach out to people to complete the census.

#### **Northwest Water Planning**

Member Hendrix reported that there is a way to do water savings certified training for builders through the EPA.

#### **Voluntary Action Center**

Member Cesich informed the board that transit services still continue.

#### **OTHER BUSINESS**

Member Hendrix said that the food pantry is up and running. They are working up a plan to feed everyone who needs it.

County Administrator Scott Koeppel thanked everyone for helping out with the remote meeting and is open to comments.

Chairman Gryder thanked Mr. Koeppel and Mr. Kinsey for their help during this time and for making the meeting happen.

#### **PUBLIC COMMENT**

Todd Milliron offered a suggestion for the Health Department release. Mr. Milliron said that maybe money should be associated with filling out the census.

#### **ADJOURNMENT**

Member Prochaska moved to adjourn the County Board Meeting until the next scheduled meeting. Member Cesich seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye.  
**Motion carried.**

Approved and submitted this 23rd day of March, 2020.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS**  
**BUDGET & FINANCE COMMITTEE**  
**SPECIAL Meeting Minutes for Thursday, April 9, 2020**

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**Call to Order**

Committee Chair Matt Kellogg called the Budget and Finance Committee to order at 10:01 a.m.

**Roll Call**

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Scott Gryder	Here		
Audra Hendrix	Here		
Matt Kellogg	Yes		
Matthew Prochaska	Here		

**Others Present** - Latreese Caldwell, Jill Ferko, Scott Koeppel

**Approval of Agenda** – Member Hendrix made a motion to approve the agenda, Member Cesich seconded the motion. **With five members present voting aye, motion passed by a vote of 5-0.**

**Approval of Claims** – Member Hendrix made a motion and Member Prochaska seconded the motion to forward claims for approval to the County Board. **With five members voting aye, there was consensus to forward the claims to the County Board for final approval by a vote of 5-0.**

**Department Head and Elected Official Reports** - None

**Items from Other Committees** - None

**Items of Business**

- *Senior Levy Distribution Discussion* – Member Kellogg reviewed the proposed Senior Levy Applicant Organization Awards as follows:

Fox Valley Older Adult Services	\$ 60,000
Kendall Area Transit	30,000
Kendall County Health Department	57,000
Community Nutrition Network	28,000
Oswegoland Seniors, Inc.	77,000
Prairie State Legal Services	10,000
Senior Services Associates, Inc.	126,000
VNA Health Care	12,000
<b>Total</b>	<b><u>\$ 400,000</u></b>

Member Hendrix made a motion to forward the Approval of Senior Levy Award Distribution Resolution to the County Board, second by Member Gryder. **With five members present in agreement, the motion passed by a 5-0 vote.**

*Property Tax Abatement* – Latreese Caldwell explained that this is an annual action taken by the Board of General Obligation Bonds (Alternate Revenue Sources). Member Hendrix made a motion to forward the item to the County Board for approval, second by Member Gryder. **With five members present in agreement, the motion passed by a 5-0 vote.**

- *COVID19 Financial Discussion* – 1. Possible Property Tax Payment Due Date Delay: Member Gryder began by reviewing how other counties throughout the state are providing an extension to property tax due dates. Discussion on discussions with School Districts, County Mayors/Presidents, and Fire Districts, unemployment in the County due to layoffs, and an uncertain future due to the pandemic. Treasurer Jill Ferko stated that it's hard to predict what will happen financially and that ideally if the County Board could make a decision in the next two weeks regarding any type of delay, it would allow time for her office to notify citizens about the due dates and any delay with the normal tax bill statements. Ferko stated that the County is obligated to follow state statutes, and Gryder stated that the Governor's office said it is up to the County to decide. Discussion on implementing a 60-day or 90-day due date delay, if there is need and staffing for requiring citizens to submit a waiver or application of hardship, recent discussions with the State's Attorney's Office, and the need for two different ordinance options for further discussion and decision by the full County Board as soon as possible. Treasurer Ferko decided on installment due dates of June 10 and August 10, 2020. **The Committee asked Mr. Koeppel to draft two versions of the Kendall County Ordinance Postponing Delinquency Date Interest for the First Installment of 2019 (Payable 2020) Property for discussion at the April 21 County Board meeting.**

2. Revenue Reductions and the effect on the County: Discussion on revenue reduction in the County due to the Coronavirus, including decreases in Building and Zoning fees, Sales Tax, Income Tax, as well as the possibility of other decreases that are not yet known. The discussion included the topic of Payroll, and some employees teleworking from home, and others on limited and rotating work schedules. Member Kellogg reported that the State's Attorney's Office has been reviewing employee furlough options. **There was consensus by the committee to discuss these issues if needed at future meetings.**

- *Small Business Stabilization Program* – Member Gryder and Mr. Koeppel briefed the committee on the state proposed Small Business Stabilization Program offered by the DCEO. Koeppel stated that there is interest from Montgomery, Oswego and Yorkville in participating in the program. Koeppel stated that federal funds would come from HUD funds, and would consist of a DCBG Grant up to \$25,000. For non-capital expenditures. Koeppel said that if the County does not already have a Fair Housing Resolution, the Board would need to pass one as support for the project.

Koeppel also stated that if the applicant/recipient doesn't correctly utilize the funds, the County would be liable for repayment to the state. The City of Yorkville asked if the County is willing to support the loans using County Revolving Loan funds along with a one-year agreement. Mr. Koeppel briefly informed the committee about the possible contract with Thomas P. Miller & Associates as a consultant for the County that would review applications, and present those qualified to the Economic Development Committee for approval of Revolving Loan Funds. Mr. Koeppel stated that the Economic Development Committee would need to create a Plan of Action for such use. **There was consensus by the Board to proceed with contract with Thomas P. Miller & Associates. Mr. Koeppel will provide a copy of the contract for review at the April 21, 2020 County Board meeting.**

**Executive Session** – Not needed

**Questions from the Media** – None

**Items for the April 21, 2020 County Board Meeting**

1. Approval of Claims
2. Approval of Senior Levy Award Distribution Resolution
3. Approval of Kendall County Fair Housing Resolution
4. Approval of Property Tax Temporary Payment Delay Ordinance
5. Approval of Contract with Thomas P. Miller & Associates
6. Approval of FY2020 Tax Abatement Ordinance

**Adjournment** – Member Cesich made a motion to adjourn the Budget and Finance Committee meeting, Member Prochaska seconded the motion. **The meeting was adjourned at 11:45a.m. by a 5-0 vote.**

Respectfully submitted,

Valarie McClain  
Administrative Assistant

**KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE**  
***Remote Meeting Via Teleconference***  
**5:00 p.m.**  
**Meeting Minutes of April 13, 2020 – Unofficial until approved**

**CALL TO ORDER**

The meeting was called to order by Chairman Prochaska at 5:01 p.m.

**ROLL CALL**

Committee Members Present by Remote Attendance: Elizabeth Flowers (arrived 5:12 p.m.), Scott Gengler, Judy Gilmour, Matt Kellogg (Vice-Chairman), and Matthew Prochaska (Chairman)

Committee Members Absent: None

Also Present: Matt Asselmeier (Senior Planner) and Scott Koeppel (County Administrator)

**APPROVAL OF AGENDA**

Member Gilmour made a motion, seconded by Member Gengler, to approve the agenda as presented. With a voice vote of four (4) ayes, the motion carried.

**APPROVAL OF MINUTES**

Member Kellogg made a motion, seconded by Member Gengler, to approve the minutes of the March 9, 2020, meeting. With a voice vote of four (4) ayes, the motion carried.

**PUBLIC COMMENT**

None

**EXPENDITURE REPORT**

The Committee reviewed the expenditure report.

Member Kellogg reported that the County will work with Munis to get the reports to match the budget and have a year-to-date budget report.

Member Gilmour made a motion, seconded by Member Kellogg, to forward the expenditures to the Finance Committee.

The votes were as follows:

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

The motion carried.

**PETITIONS**

19 – 41 – Kendall County Planning, Building and Zoning Committee

Mr. Asselmeier summarized the request.



For the last several months, the Planning, Building and Zoning Committee has been discussing allowing the Planning, Building and Zoning Department to issue citations in an effort to streamline and increase the time for obtaining compliance for violations to the Zoning Ordinance.

In summary, this proposal does the following:

1. Moves the procedure for handling violations of the signage portion of the Ordinance (Section 12) to the same section as the procedure for handling other violations of the Zoning Ordinance. Violations to the signage portions of the Zoning Ordinance will be treated the same as violations of other portions of the Zoning Ordinance.
2. Establishes the procedures for issuing citations and other remedies of violations to the Zoning Ordinance.
3. Abolishes the Hearing Officer for Zoning Ordinance violations. All citations will be sent to court for hearings.
4. Clarifies the fines the County may pursue in cases of violations.
5. Sets the fine structure for violations of the site plan review portions of the Zoning Ordinance as the same as other violations of the Zoning Ordinance.
6. Moves the procedure for handling violations of the site plan review portions of the Zoning Ordinance to the same section as the procedure for handling other violations of the Zoning Ordinance. Violations to the site plan portions of the Zoning Ordinance will be treated the same as violations of other portions of the Zoning Ordinance.

On October 7, 2019, the Planning, Building and Zoning Committee voted to initiate this text amendment and have the State's Attorney's Office assist in preparing the amendment. On November 12, 2019, the Committee reviewed the changes Staff incorporated based on the State's Attorney's Office's comments and the Committee did not object to the changes to the proposal. The Committee was asked to review retaining the Hearing Officer. At their meeting on January 13, 2020, the Committee chose not to amend the proposal and remove the Hearing Officer.

This proposal was sent to the townships on January 22, 2020. The townships were sent a letter notifying them of the results of the Kendall County Zoning Board of Appeals hearing. To date, no comments have been received from the townships.

ZPAC reviewed this proposal at their meeting on February 4, 2020. ZPAC recommended approval of the proposal without objection; three (3) members were absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on February 26, 2020. Several Commissioners had concerns regarding enforcement procedures, processes, and having a paper trail. The Kendall County Regional Planning Commission recommended that the proposal be forwarded to the Kendall County Zoning Board of Appeals with a condition added that written administrative procedures be established regarding enforcement documentation and processing and that the Department provide quarterly reports

to the Regional Planning Commission on the number of violations. Member Wilson voted against the amendment. All nine (9) Commissioners voted to forward the proposal to the Zoning Board of Appeals. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals conducted a public hearing on this proposal on March 2, 2020. No members of the public testified at the public hearing. Discussion centered on enforcement of conditions in special use permits. The Kendall County Zoning Board of Appeals recommended approval of the proposal with seven (7) members in favor and zero (0) members in opposition. The minutes of the meeting were provided.

The redlined copy of the proposal and draft ordinance were provided.

Chairman Prochaska asked why the Kendall County Regional Planning Commission proposed their amendment. Mr. Asselmeier stated that the Kendall County Regional Planning Commission was concerned about the Department abusing the power to search for violations; the Commission wanted to make sure that a tracking procedure was in place regarding the Inspector's actions and activities. The proposal did not explicitly state that the Department would still be complaint driven, but the Inspector could file citations if he/she viewed them while on the way to an investigation. Mr. Koeppel stated that, if an Inspector abused his/her powers, that would be a management issue and the County Administrator would resolve those issues as a staff issue.

Chairman Prochaska asked why the Kendall County Regional Planning Commission suggested a Global Position System (GPS) device in County vehicles. Mr. Asselmeier responded that suggestion was made in order to have a tracking system for the Inspector.

Member Flowers joined the meeting remotely at this time (5:12 p.m.).

Member Kellogg made a motion, seconded by Member Gilmour, to recommend approval of the proposal as presented.

The votes were as follows:

Yeas (5):      Flowers, Gengler, Gilmour, Kellogg, and Prochaska  
Nays (0):      None  
Abstain (0):   None  
Absent (0):    None

The motion carried. This matter will go to the County Board on April 21, 2020.

### **NEW BUSINESS**

Approval of Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2020 NPDES – MS4 Requirements in an Amount of \$1,800 Plus Reimbursable Costs (Costs + 10%)

Mr. Asselmeier summarized the request.

Kendall County is required to submit certain documents annually as required by its NPDES Permit. Attached please find the proposal from WBK for this work. The scope of work and costs are the same as 2019.

At this time, the Illinois Environmental Protection Agency has not changed the June 1<sup>st</sup> submittal deadline.

Member Gengler made a motion, seconded by Member Flowers, to recommend approval of the contract.

The votes were as follows:

Yeas (5):        Flowers, Gengler, Gilmour, Kellogg, and Prochaska  
Nays (0):        None  
Abstain (0):    None  
Absent (0):     None

The motion carried. This proposal will go to the County Board on April 21, 2020.

*Approval of a Request from Jordan Brinkerhoff of Vivant Solar for a Refund of \$350 for an Unused Solar Panel Installation Permit at 12 Park Lane, Bristol*

Mr. Asselmeier summarized the request. The Department has not expended any funds related to this project.

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

The votes were as follows:

Yeas (5):        Flowers, Gengler, Gilmour, Kellogg, and Prochaska  
Nays (0):        None  
Abstain (0):    None  
Absent (0):     None

The motion carried.

**OLD BUSINESS**

None

**REVIEW VIOLATION REPORT**

The Committee reviewed the violation report.

Mr. Asselmeier noted that the Department is not doing any zoning violation investigations unless an imminent threat to public health and safety exists.

**REVIEW NON-VIOLATION REPORT**

The Committee reviewed the non-violation report.

**UPDATE FOR HISTORIC PRESERVATION COMMISSION**

Mr. Asselmeier reported that the Illinois Historic Preservation Agency completed their review of the proposed Historic Preservation Ordinance amendments on April 13, 2020. The State would like to see staggered terms for Historic Preservation Commission members clearly stated in the

Ordinance. The State reported that the proposed fee and supermajority requirement for non-owner initiated applications were not barriers to Certified Local Government status. A revised proposal reflecting the State's reflected change will be sent to the Committee after business returns to normal.

#### **REVIEW PERMIT REPORT**

The Committee reviewed the permit report.

Building inspections are still occurring. Brian Holdiman has face masks and practices social distancing in the field. Applicants are dropping off building plans in the drop box on the north side of the Administration Building.

#### **REVIEW REVENUE REPORT**

The Committee reviewed the revenue report.

#### **CORRESPONDENCE**

None

#### **COMMENTS FROM THE PRESS**

None

#### **EXECUTIVE SESSION**

None

#### **ADJOURNMENT**

Member Gilmour made a motion, seconded by Member Gengler, to adjourn. With a voice vote of five (5) ayes, the motion carried. Chairman Prochaska adjourned the meeting at 5:23 p.m.

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

**KENDALL COUNTY**  
**Resolution No. \_\_\_\_\_**

**WHEREAS**, bids were received at the County Highway Office on April 3, 2020 on the following listed projects:

Sec. 19-00151-00-DR, Chicago Road Drainage Improvements, C. H. #8, approve the low bid of Stott Contracting Inc. in the amount of \$139,992.20.

Sec. 19-00155-00-PP, Eldamain Road, Concrete Pavement Patching C. H. #7, approve the low bid of Triggs Construction, Inc. in the amount of \$954,196.70.

Sec. 20-00000-01-GM, Joliet Road, Seal Coat, C.H. #19 approve the low bid of Steffens 3D Construction, Inc. in the amount of \$89,435.20.

Sec. 20-00157-00-WR, Van Emmon Road, HMA Resurfacing, C.H. #24, approve the low bid of D Construction, Inc. in the amount of \$727,692.73.

Sec. 20-01000-00-GM, Big Grove Road District, Seal Coat, approve the low bid of Civil Constructors, Inc., Inc. in the amount of \$79,775.00.

Sec. 20-03000-00-GM, Fox Road District, HMA Resurfacing, approve the low bid of D Construction, Inc. in the amount of \$59,965.96.

Sec. 20-04000-00-GM, Kendall Road District, HMA Resurfacing, approve the low bid of Geneva Construction Co. in the amount of \$170,087.00.

Sec. 20-05000-00-GM, Lisbon Road District, Seal Coat, approve the low bid of Steffens 3D Construction, Inc. in the amount of \$70,104.00.

Sec. 20-06000-00-GM, Little Rock Road District, Excavate & Grade Shoulders, approve the low bid of Builders Paving, LLC in the amount of \$120,488.00.

Sec. 20-08000-00-GM, Oswego Road District, HMA Resurfacing, approve the low bid of D Construction, Inc. in the amount of \$497,489.09.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board of Kendall County award the above listed projects to the lowest responsible bidders as listed above.

This resolution approved by the County Board of Kendall County, State of Illinois.

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Scott Gryder - Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the 21st day of April, 2020.

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Debbie Gillette - County Clerk

(SEAL)

## Kendall County Highway Department Bid Opening - April 3, 2020

	Section	Project	Funding	Low Bidder	2nd	3rd	4th
1	19-00151-00-DR	Chicago Road Drainage Engr. Estimate: \$166,333	County Sales Tax	Stott Contracting, Inc. \$139,992.20	D Construction, Inc. \$228,252.50	PT Ferro Construction \$229,291.72	H. Linden & Sons \$248,438.00
2	19-00155-00-PP	Eldamain Road Patching Engr. Estimate: \$1,492,034	County Sales Tax	Triggi Construction, Inc. \$954,196.70	Alliance Contractors \$1,025,839.32	D Construction, Inc. \$1,164,835.12	G.M. Sipes Construction \$1,269,054.61
3	20-00157-00-WR	Van Emmon Rd. Resurfacing Engr. Estimate: \$735,625	County Motor Fuel Tax	D Construction, Inc. \$727,692.73	Builders Paving LLC \$729,088.00	Geneva Construction Co. \$738,568.25	
4	20-00000-00-GM	Joliet Rd. Seal Coat Engr. Estimate: \$101,130	County Motor Fuel Tax	Steffens 3D Construction \$89,435.20	Civil Constructors, Inc. \$93,459.40	AC Pavement Striping \$105,154.80	
5	20-01000-00-GM	Big Grove Twp. Seal Coat Engr. Estimate: \$100,988	Township Motor Fuel Tax	Civil Constructors, Inc. \$79,775.00	Steffens 3D Construction \$80,800.00	AC Pavement Striping \$92,500.00	
6	20-02000-00-GM	Bristol Twp. Resurfacing Engr. Estimate: \$365,250	Township Non-MFT	D Construction, Inc. \$341,925.26	Builders Paving LLC \$351,488.00	Geneva Construction Co. \$359,698.41	
7	20-03000-00-GM	Fox Twp. Resurfacing Engr. Estimate: \$72,981	Township Motor Fuel Tax	D Construction, Inc. \$59,965.96	Builders Paving LLC \$68,000.00	Geneva Construction Co. \$72,573.45	
8	20-04000-00-GM	Kendall Twp. Resurfacing Engr. Estimate: \$202,500	Township MFT & Other	Geneva Construction Co \$170,087.00	D Construction, Inc. \$170,770.60	Builders Paving LLC \$180,000.00	PT Ferro Construction \$180,650.60
9	20-04000-01-GM	Kendall Twp. Seal Coat Engr. Estimate: \$45,728	Township Non-MFT	Steffens 3D Construction \$36,584.20	Civil Constructors, Inc. \$41,285.45	AC Pavement Striping \$42,713.75	
10	20-05000-00-GM	Lisbon Twp. Seal Coat Engr. Estimate: \$87,638	Township Motor Fuel Tax	Steffens 3D Construction \$70,104.00	Civil Constructors, Inc. \$72,495.00	AC Pavement Striping \$80,286.00	
11	20-06000-00-GM	Little Rock Twp. Resurfacing Engr. Estimate: \$194,974	Township MFT & Other	Builders Paving LLC \$120,488.00	D Construction, Inc. \$157,658.00	Universal Asphalt & Exc. \$253,888.50	
12	20-07000-00-GM	Na-Au-Say Twp. Resurfacing Engr. Estimate: \$135,606	Township Non-MFT	D Construction, Inc. \$116,993.74	PT Ferro Construction \$119,068.49	Geneva Construction Co. \$126,362.40	Builders Paving LLC \$140,000.00
13	20-07000-01-GM	Na-Au-Say Twp. Seal Coat Engr. Estimate: \$72,180	Township Non-MFT	Steffens 3D Construction \$58,466.40	Civil Constructors, Inc. \$60,085.80	AC Pavement Striping \$66,942.60	
14	20-08000-00-GM	Oswego Twp. Resurfacing Engr. Estimate: \$587,539	Township MFT & Other	D Construction, Inc. \$497,489.09	Builders Paving LLC \$508,000.00	Geneva Construction Co. \$574,764.75	

## Kendall County Highway Department Bid Opening - April 3, 2020

	Section	Project	Funding	Low Bidder	2nd	3rd	4th
15	20-08000-01-GM	Oswego Twp. Resurfacing Engr. Estimate: \$384,083	Township Non-MFT	Builders Paving LLC \$314,890.00	D Construction, Inc. \$351,934.00	Geneva Construction Co \$370,952.80	
16	19-09000-01-GM	Seward Twp. Resurfacing Engr. Estimate: \$185,998	Township Non-MFT	D Construction, Inc. \$170,163.11	PT Ferro Construction \$183,149.86		

 Projects for which Kendall County Board is Awarding Authority

Sum of all Engr. Estimates:	<b>\$4,952,302.40</b>	Sum of all Low Bids:	<b>\$3,948,248.59</b>	20.27 % below Engineers Estimates
County Projects Only:	<b>\$2,495,121.00</b>	Sum of County Low Bids:	<b>\$1,911,316.83</b>	23.40 % below Engineers Estimates

**INTERGOVERNMENTAL AGREEMENT FOR KENDALL COUNTY  
TRANSPORTATION ALTERNATIVES PROGRAM (“KC-TAP”) FUNDING GRANT  
TO THE OSWEGOLAND PARK DISTRICT FOR INSTALLATION OF ADA AND  
SAFETY UPGRADES ALONG THE GROVE ROAD TRAIL (2020)**

**THIS INTERGOVERNMENTAL AGREEMENT** (*“the Agreement”*) is by and between the County of Kendall, a unit of local government of the State of Illinois (*“Kendall County”*) and the Oswegoland Park District (the *“Grantee”*), a unit of local government of the State of Illinois.

**WITNESSETH:**

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

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

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with the County has authority to perform the service; and

**WHEREAS**, pursuant to the Illinois Highway Code under 605 ILCS 5/9-101 and 605 ILCS 5/4-409, the State, its municipalities and the counties may form cooperative agreements with



each other for the construction, maintenance and improvement of streets, highways and any portions thereof; and

**WHEREAS**, the Illinois Highway Code (605 ILCS 5/1 *et seq.*) and the Illinois Bikeway Act (605 ILCS 30/1 *et seq.*) each encourage the funding and the creation of bicycle paths, multi-use trails and sidewalks along roadways within the State of Illinois; and

**WHEREAS**, on July 17, 2012, the Kendall County Board passed Resolution Number 12-33 entitled “Resolution for the Creation of the Kendall County Transportation Alternatives Program (“KC-TAP”)”, which authorizes Kendall County to provide financial assistance to qualified applicants for the grantee’s construction of multi-use trails and sidewalks in Kendall County, Illinois; and

**WHEREAS**, on December 11, 2019, Grantee submitted an application pursuant to the KC-TAP. Grantee’s application sought financial assistance to install ADA and safety upgrades to the multi-use Grove Road Trail, which runs along Grove Road. Specifically, Grantee will install upgrades at the Grove Road Trail’s intersections with Lakeview Drive, Arboretum Way, and Morgan Valley Drive in order to improve pedestrian safety. Grantee’s construction project is identified in the attached Exhibit A and shall be referred to herein as “the Project.” The Project initially included upgrades to the intersection with Collins Road, but those upgrades will not be a part of the Project because the Grove Road/Collins Road intersection is subject to a complete rebuild within the next few years by a separate project;

**WHEREAS**, the Kendall County Highway Committee approved Grantee’s KC-TAP application for financial assistance on February 11, 2020 and the Kendall County Board approved the grant of this award on February 18, 2020; and

**WHEREAS**, the parties wish to enter into this agreement for the benefit of local pedestrians to provide safe pathways for the residents of the Kendall County and the constituents of the Oswegoland Park District; and

**WHEREAS**, pursuant to the terms of this agreement, Kendall County will grant money to Grantee to partially fund the installation of trail upgrades as shown in the Location Map attached as Exhibit B and described in the Grantee's application for funds, which is attached as Exhibit A, both of which are hereby incorporated by reference; and

**WHEREAS**, it is understood that in no case shall Kendall County provide more than 50% of the funding for any approved project and a local government agency cannot obtain more than \$50,000 in KC-TAP Funds per fiscal year; and

**WHEREAS**, it is the understanding of the parties that at all times, including after completion of the Project, Grantee alone will own, construct, maintain, repair and/or replace the subject improvements, and that Kendall County will have no duties to construct, maintain, repair and/or replace the subject improvements at any time in the future.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1;
2. Kendall County's Obligations:
  - a. Kendall County agrees to grant an amount not to exceed thirty thousand dollars (\$30,000.00) in Fiscal Year 2020 (December 1, 2019 to November 30, 2020) to Grantee for the purpose of partially funding the construction costs of the Project;

- b. The final amount of this Grant, which shall not exceed thirty thousand dollars (\$30,000.00), will be determined at the time the Grantee submits its final request for reimbursement for the Project;
  - c. The final Grant amount shall not exceed 50% of the funding for said Project. Should the submitted reimbursement request constitute an amount above 50% of the Project's costs, then Kendall County shall, in its sole discretion, choose to reimburse an amount below thirty thousand dollars (\$30,000.00) and equal to 50% of the Project's costs;
  - d. Kendall County shall disburse the Grant funds under this agreement within sixty (60) days of the submission of Grantee's final request for reimbursement and the necessary supporting documentation supporting the request;
  - e. Kendall County shall have no ownership interest in the Project and/or the subject improvements under this agreement, nor shall it have any obligations beyond the granting and disbursement of KC-TAP grant funds as described herein.
3. Grantee's Obligations:
- a. Grantee understands and agrees that only qualified units of local government within Kendall County who have statutory authority to provide lands or facilities for multi-use trails or sidewalk purposes are eligible for assistance under the KC-TAP program and eligible projects must be located within the geographical boundaries of Kendall County, as well as located along a State or County Highway and Grantee herein assures Kendall County that it and its Project qualifies for funding pursuant to this understanding and pursuant to all other terms of the KC-TAP as set forth in Kendall County Resolution Number 12-33 and Grantee's application;

- b. Grantee shall use the funds set forth in this Agreement to construct the Project at the locations, and pursuant to the specifications, as set forth in the attached Exhibit A and in conformance with all plans and designs previously supplied by Grantee as part of the KC-TAP application process. Grantee understands and agrees that the funds provided by Kendall County pursuant to this Agreement shall not be used for any other purpose (“Improper Purpose”) including, but not limited to, future maintenance of the multi-use trails or sidewalks (e.g., sealing, patching or crack filling). In the event that Grantee uses the funds for an improper purpose, Grantee shall immediately reimburse Kendall County the full amount of funds provided to Grantee under this Agreement;
- c. At all times, the Project, and all of its resulting improvements, shall be the exclusive property of Grantee, who shall exercise complete control, responsibility and ownership of said property. At no time shall Kendall County be deemed to have adopted said Project or its resulting improvements or the responsibility for the ownership, construction, maintenance, care, and demolition of the improvements that are subject to the Project and this Agreement;
- d. Grantee and its consultants, employees, contractors, subcontractors and agents agree to comply with the following state and federal laws and Grantee shall ensure that all of their contracts include provisions incorporating the following:
  - i. The Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.* Grantee agrees to (a) fully comply with all applicable requirements of the Prevailing Wage Act, (b) notify all contractors and subcontractors that the work performed pursuant to this Agreement shall be subject to the

Illinois Prevailing Wage Act, and (c) include all notices required by statute and the Illinois Department of Labor in any contracts. In the event that Grantee fails to comply with the notice requirements set forth in the Illinois Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines and liabilities incurred for Grantee's, contractors' and/or subcontractors' violations of the Prevailing Wage Act.

- ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*
  - iii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
  - iv. The Illinois Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
  - v. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- e. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Project shall name Kendall County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County.

Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to Kendall County during the construction of this Project;

- f. Grantee shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Project pursuant to applicable state and federal laws. Grantee shall obtain certifications from all contractors and subcontractors who perform work on the Project, which certify the contractors and subcontractors are not barred from performing the work as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act);
- g. It is agreed by the Grantee that the maintenance, both physical and financial of the Project and its resulting improvements will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for the Project and its resulting improvements (notwithstanding any agreements with third parties in this regard). Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to finance, maintain, repair, replace, or otherwise control the subject improvements;
- h. During, and following completion of the Project, Grantee shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County, including Kendall County's past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs

relating thereto, including but not limited to attorneys' fees and other legal expenses, which Kendall County, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the use, ownership, construction, maintenance, repair, replacement and/or condition of the subject facilities built during this Project, or claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating to and arising in any manner out of Grantee and Grantee's Contractors and Subcontractors construction of this Project or Grantee's alleged failure to perform its obligations pursuant to this Agreement. Any attorney representing Kendall County shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Grantee's duty to indemnify, defend and hold Kendall County harmless, as set forth above. Kendall County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement;

- i. Grantee understands and agrees that construction of the Project must begin within 24 months of signature of this Agreement by the Kendall County Board. If the subject project does not begin construction within 24 months, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations of Kendall County, shall immediately cease and be considered null and void with

no further obligation upon Kendall County to provide the Grant funding as described above;

- j. Grantee understands that Construction of the Project must be completed and a request for reimbursement must be submitted to Kendall County within 60 months after the signature of this Agreement. If Grantee is unable to complete the Project and seek reimbursement within that time, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
- k. If Grantee is unable to begin construction of the Project within 24 months after the parties' execution of this Agreement, or is unable to complete the Project and request reimbursement within 60 months after the parties' execution of this agreement, Grantee may submit a request in writing to Kendall County requesting an extension of time to commence or complete the construction, as the case may be. Grantee must file its request for an extension of time with Kendall County on or prior to expiration of the 24-month period in the case of it beginning construction or on or prior to expiration of the 60-month period in the case of completing construction and seeking reimbursement. Requests for extensions shall not be valid if made after the expiration of the above deadlines. Kendall County retains sole discretion whether to approve Grantee's request for an extension of time;
- l. Grantee understands and agrees that prior to Kendall County disbursing the above listed KC-TAP funds as described herein, Grantee must submit final project costs, along with a written request for reimbursement to the Kendall County Engineer or



his designee, who shall then determine the appropriateness of the costs and expenses claimed and determine if all obligations have been met prior to approving the disbursement of Grant funds. If requested by Kendall County, the Grantee must also submit any and all further documentation to verify completion of the Project, the costs incurred by Grantee and Grantee's compliance with the terms of this Agreement;

- m. Grantee understands and agrees that prior to and as a condition of reimbursement, Grantee shall obtain, and tender to Kendall County, a final waiver of lien for all contractors, subcontractors, and/or suppliers who performed work on or supplied materials to the Project;
- n. Grantee understands and agrees that it shall submit its request for reimbursement to Kendall County within the same fiscal year that the Project is completed. Failure to timely request reimbursement as outlined in this Agreement will result in Grantee being in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
- o. Grantee understands and agrees that reimbursement requests cannot exceed the amount originally awarded by the Kendall County Board and described in Section 2(a);
- p. Grantee understands and agrees that under no circumstances shall cost overruns be considered nor shall KC-TAP Funds under this Agreement be advanced to the Grantee prior to project completion and submission of a request for reimbursement.

4. It is mutually agreed by Kendall County and Grantee that at no time shall Kendall County be inferred to, or obligated to, have a duty to provide insurance for the subject improvements or otherwise indemnify and hold harmless Grantee in connection with the use, enjoyment, ownership, maintenance, construction, repair or replacement of the Project improvements and any property where the Project has been completed;
5. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements;
6. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

*If to the County:* County Engineer  
Kendall County Highway Department  
6780 Route 47  
Yorkville, Illinois 60560

With copy to:  
Kendall County State's Attorney  
807 John Street  
Yorkville, Illinois 60560

*If to the Grantee:* Oswegoland Park District

313 East Washington  
Oswego, Illinois 60543

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time;

7. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby;
8. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement;
9. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties;
10. Nothing contained in this Agreement, nor any act of Kendall County or the Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent,

limited or general partnership, joint venture, or any association or relationship involving Kendall County and the Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of services on the Project or as otherwise set forth in the Agreement;

11. This Agreement shall be in full force and effect upon signature by both parties and will terminate upon either (a) payout by Kendall County of Grant funds as described herein, or (b) default by Grantee, whichever occurs first. However, the duty to defend and indemnify shall survive the term of this agreement;
12. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of Kendall County's obligations under this Agreement during said fiscal period, Kendall County agrees to provide prompt written notice of said occurrence to Grantee. In the event of a default due to non-appropriation of funds, Grantee and Kendall County have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement;
13. Kendall County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date.

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

Oswegoland Park District, a unit of local  
government of the State of Illinois

By: \_\_\_\_\_  
Scott Gryder, Chair, Kendall County  
Board

By: \_\_\_\_\_  
Sandy Tartol, President, Oswegoland  
Park District Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

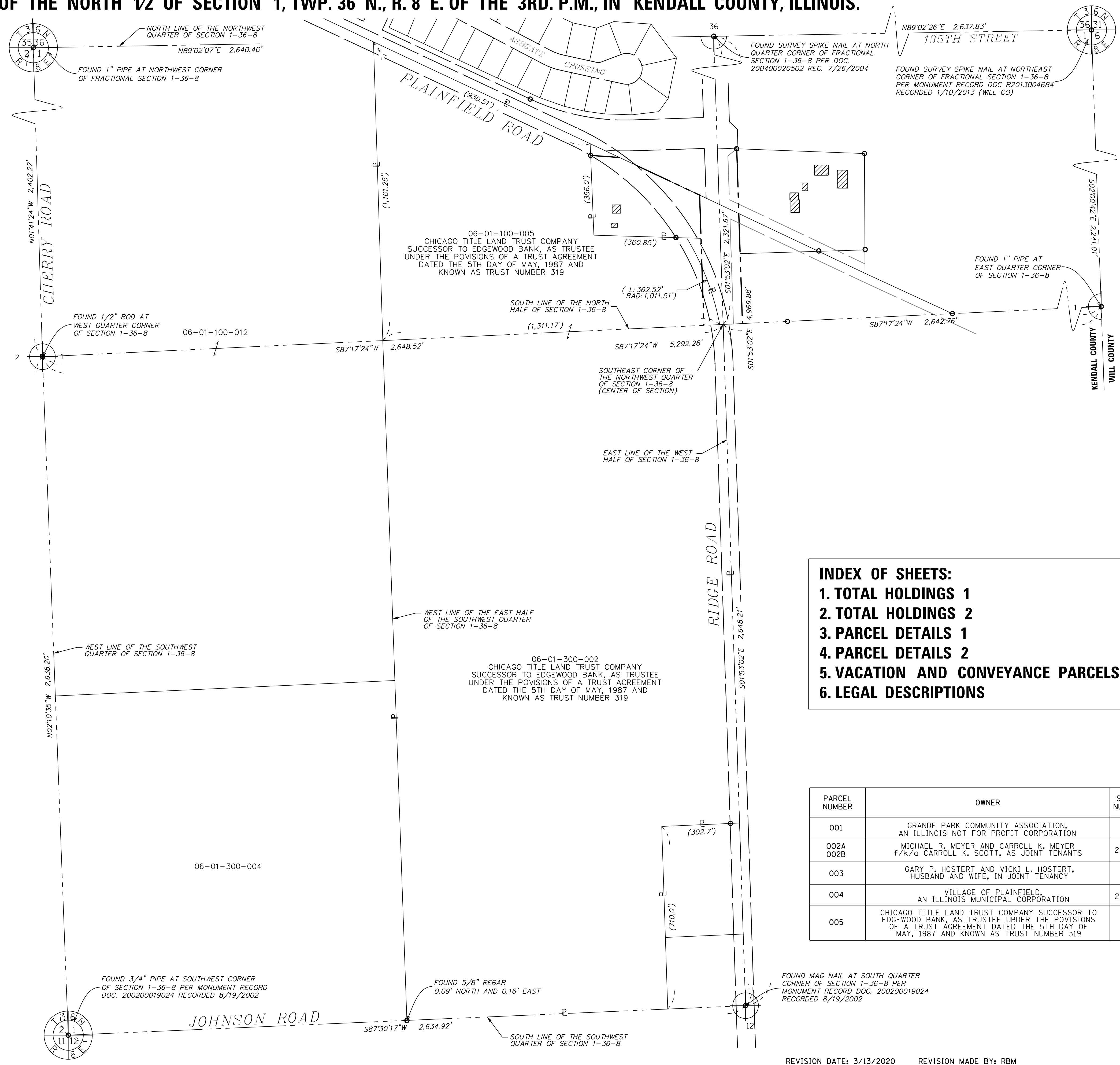
*Attest:*

*Attest:*

\_\_\_\_\_  
County Clerk

\_\_\_\_\_

PART OF THE NORTH 1/2 OF SECTION 1, TWP. 36 N., R. 8 E. OF THE 3RD. P.M., IN KENDALL COUNTY, ILLINOIS.



LEGEND

SECTION CORNER, QUARTER CORNER, SECTION / QUARTER SECTION LINE, PLATTED LOT LINES, PROPERTY (DEED) LINE, APPARENT PROPERTY LINE, EXISTING CENTERLINE, PROPOSED CENTERLINE, EXISTING RIGHT OF WAY LINE, PROPOSED RIGHT OF WAY LINE, EXISTING EASEMENT, PROPOSED EASEMENT, EXISTING ACCESS CONTROL LINE, PROPOSED ACCESS CONTROL LINE, MEASURED DIMENSION, COMPUTED DIMENSION, RECORDED DIMENSION, EXISTING BUILDING, P.O.C. = POINT OF COMMENCEMENT, P.O.B. = POINT OF BEGINNING, BEARINGS ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.

IRON PIPE OR ROD FOUND, CUT CROSS FOUND OR SET, \*MAG\* NAIL SET, 5/8" REBAR SET

SURVEY NOTES:  
1. ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.  
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3. ALL MEASURED AND CALCULATED DISTANCES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES SHOWN BY THE COMBINATION FACTOR OF 0.999947909.  
4. AREAS SHOWN ON THIS PLAT ARE "GROUND".  
5. FIELD SURVEY COMPLETED ON MARCH 19, 2019.

INDEX OF SHEETS:  
1. TOTAL HOLDINGS 1  
2. TOTAL HOLDINGS 2  
3. PARCEL DETAILS 1  
4. PARCEL DETAILS 2  
5. VACATION AND CONVEYANCE PARCELS  
6. LEGAL DESCRIPTIONS

STATE OF ILLINOIS )  
COUNTY OF KANE )

THIS IS TO CERTIFY THAT I, RICHARD B. McCOMBS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, HR GREEN, INC, AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001322) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE KENDALL COUNTY HIGHWAY DEPARTMENT, KENDALL COUNTY, STATE OF ILLINOIS.

DATED AT AURORA, ILLINOIS THIS 15TH DAY OF JANUARY 2020 A.D.

RICHARD B. McCOMBS, P.L.S.  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003847  
LICENSE EXPIRATION DATE: 11/30/2020

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

PARCEL NUMBER	OWNER	SHEET NUMBER	PROPERTY ACQUIRED BY
001	GRANDE PARK COMMUNITY ASSOCIATION, AN ILLINOIS NOT FOR PROFIT CORPORATION	2, 3	
002A 002B	MICHAEL R. MEYER AND CARROLL K. MEYER f/k/a CARROLL K. SCOTT, AS JOINT TENANTS	2, 3, 4	
003	GARY P. HOSTERT AND VICKI L. HOSTERT, HUSBAND AND WIFE, IN JOINT TENANCY	2, 3	
004	VILLAGE OF PLAINFIELD, AN ILLINOIS MUNICIPAL CORPORATION	2, 3, 4	
005	CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TO EDGEWOOD BANK, AS TRUSTEE UNDER THE POVISIONS OF A TRUST AGREEMENT DATED THE 5TH DAY OF MAY, 1987 AND KNOWN AS TRUST NUMBER 319	2, 4	

HRGreen.com  
Illinois Professional Design Firm  
# 184-001322

**PLAT OF HIGHWAYS**  
**STATE OF ILLINOIS, KENDALL COUNTY**  
**KENDALL CO. HIGHWAY DEPARTMENT**  
**PLAINFIELD ROAD AND RIDGE ROAD**

COUNTY: KENDALL  
SECTION: 1, TOWNSHIP: 36N, RANGE: 8E  
JOB NO.: 181552

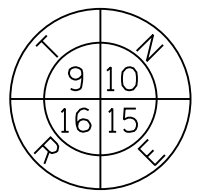
SCALE: 1" = 200'  
SHEET 1 OF 6 SHEETS

**KENDALL COUNTY HIGHWAY DEPARTMENT**  
**6780 ILLINOIS ROUTE 47**  
**YORKVILLE, ILLINOIS 60560**

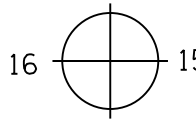


PART OF THE NORTH 1/2 OF SECTION 1, TWP. 36 N., R. 8 E. OF THE 3RD. P.M., IN KENDALL COUNTY, ILLINOIS.

LEGEND



SECTION  
CORNER



QUARTER  
SECTION  
CORNER



GRAPHIC SCALE  
FEET  
0 60'  
SCALE: 1" = 60'

---	SECTION / QUARTER SECTION LINE
---	PLATTED LOT LINES
---	PROPERTY (DEED) LINE
---	APPARENT PROPERTY LINE
---	EXISTING CENTERLINE
---	PROPOSED CENTERLINE
---	EXISTING RIGHT OF WAY LINE
---	PROPOSED RIGHT OF WAY LINE
---	EXISTING EASEMENT
---	PROPOSED EASEMENT
---	EXISTING ACCESS CONTROL LINE
---	PROPOSED ACCESS CONTROL LINE
---	MEASURED DIMENSION
---	COMPUTED DIMENSION
---	RECORDED DIMENSION
---	EXISTING BUILDING
---	P.O.C. = POINT OF COMMENCEMENT
---	P.O.B. = POINT OF BEGINNING

BEARINGS ARE REFERENCED TO THE ILLINOIS STATE PLANE  
COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.

- IRON PIPE OR ROD FOUND      ⊕ "MAC" NAIL SET  
+ CUT CROSS FOUND OR SET      ● 5/8" REBAR SET

- SURVEY NOTES:  
1. ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.  
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STATE OF ILLINOIS      )  
COUNTY OF KANE      )

THIS IS TO CERTIFY THAT I, RICHARD B. McCOMBS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, HR GREEN, INC, AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001322) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE KENDALL COUNTY HIGHWAY DEPARTMENT, KENDALL COUNTY, STATE OF ILLINOIS.

DATED AT AURORA, ILLINOIS THIS 15TH DAY OF JANUARY 2020 A.D.

RICHARD B. McCOMBS, P.L.S.  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003847  
LICENSE EXPIRATION DATE: 11/30/2020

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Illinois Professional Design Firm  
# 184-001322

**PLAT OF HIGHWAYS**  
**STATE OF ILLINOIS, KENDALL COUNTY**  
**KENDALL CO. HIGHWAY DEPARTMENT**  
**PLAINFIELD ROAD AND RIDGE ROAD**

SECTION: 1, TOWNSHIP: 36N, RANGE: 8E      COUNTY: KENDALL  
JOB NO.: 181552

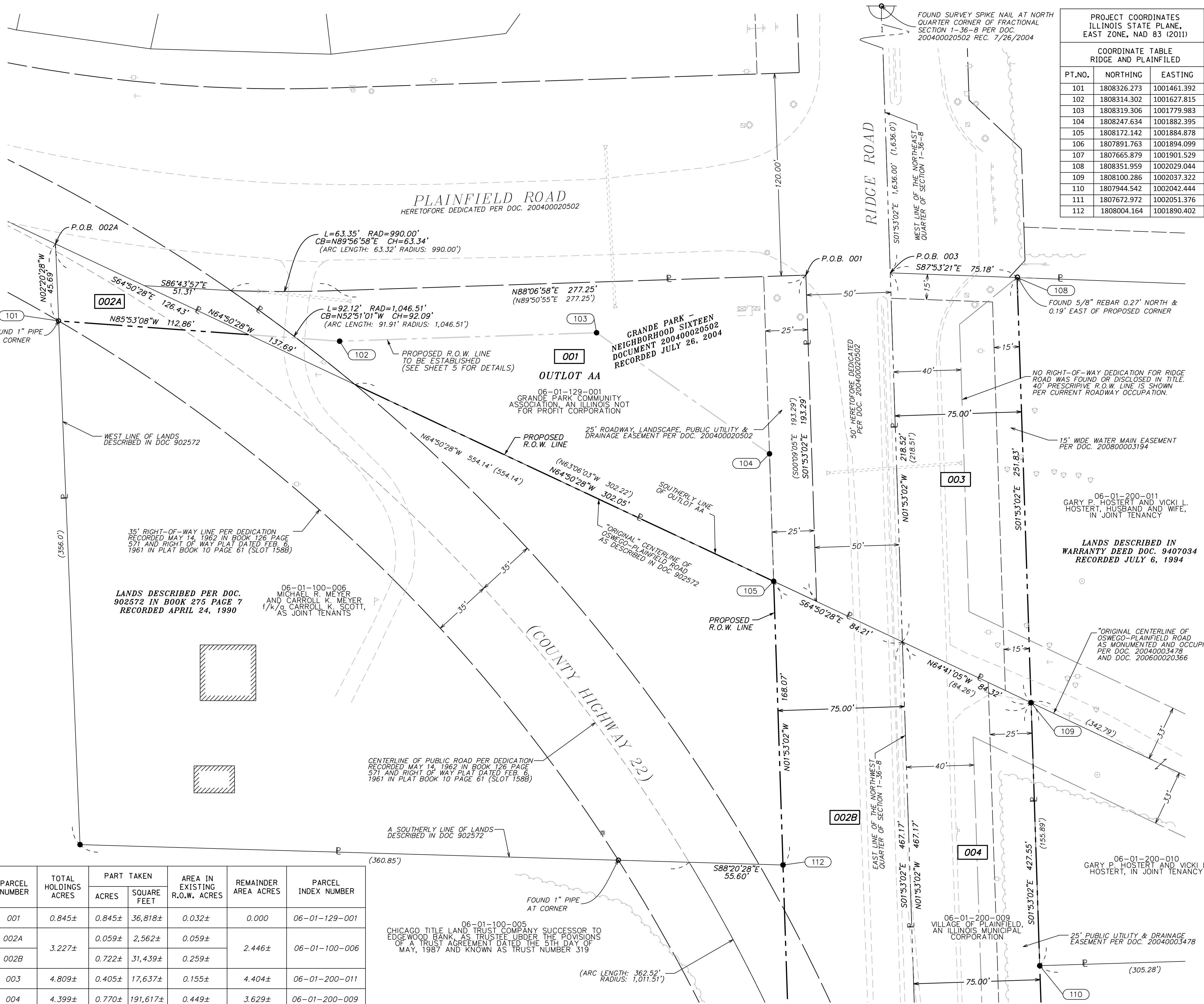
SCALE: 1" = 60'      SHEET 2 OF 6 SHEETS

**KENDALL COUNTY HIGHWAY DEPARTMENT**  
**6780 ILLINOIS ROUTE 47**  
**YORKVILLE, ILLINOIS 60560**

REVISION DATE: 3/13/2020      REVISION MADE BY: RBM



PART OF THE NORTH 1/2 OF SECTION 1, TWP. 36 N., R. 8 E. OF THE 3RD. P.M., IN KENDALL COUNTY, ILLINOIS.



PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN		AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	PARCEL INDEX NUMBER
		ACRES	SQUARE FEET			
001	0.845±	0.845±	36,818±	0.032±	0.000	06-01-129-001
002A	3.227±	0.059±	2,562±	0.059±	2.446±	06-01-100-006
002B		0.722±	31,439±	0.259±		
003	4.809±	0.405±	17,637±	0.155±	4.404±	06-01-200-011
004	4.399±	0.770±	191,617±	0.449±	3.629±	06-01-200-009
005	101.731±	0.184±	8,021±	0.145±	101.547±	06-01-100-005

PROJECT COORDINATES ILLINOIS STATE PLANE, EAST ZONE, NAD 83 (2011)		
COORDINATE TABLE RIDGE AND PLAINFIELD		
PT.NO.	NORTHING	EASTING
101	1808326.273	1001461.392
102	1808314.302	1001627.815
103	1808319.306	1001779.983
104	1808247.634	1001882.395
105	1808172.142	1001884.878
106	1807891.763	1001894.099
107	1807665.879	1001901.529
108	1808351.959	1002029.044
109	1808100.286	1002037.322
110	1807944.542	1002042.444
111	1807672.972	1002051.376
112	1808004.164	1001890.402

GRAPHIC SCALE  
FEET  
0 30'  
SCALE: 1" = 30'

SECTION CORNER

QUARTER CORNER

SECTION / QUARTER SECTION LINE

PLATTED LOT LINES

PROPERTY (DEED) LINE

APPL APPARENT PROPERTY LINE

EXISTING CENTERLINE

PROPOSED CENTERLINE

EXISTING RIGHT OF WAY LINE

PROPOSED RIGHT OF WAY LINE

EXISTING EASEMENT

PROPOSED EASEMENT

EXISTING ACCESS CONTROL LINE

PROPOSED ACCESS CONTROL LINE

MEASURED DIMENSION

COMPUTED DIMENSION

RECORDED DIMENSION

EXISTING BUILDING

P.O.C. = POINT OF COMMENCEMENT

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IRON PIPE OR ROD FOUND

CUT CROSS FOUND OR SET

\*MAG\* NAIL SET

5/8" REBAR SET

SURVEY NOTES:

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STATE OF ILLINOIS )  
COUNTY OF KANE )

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DATED AT AURORA, ILLINOIS THIS 15TH DAY OF JANUARY 2020 A.D.

RICHARD B. McCOMBS, P.L.S.  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003847  
LICENSE EXPIRATION DATE: 11/30/2020

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Illinois Professional Design Firm  
# 184-001322

**PLAT OF HIGHWAYS**  
**STATE OF ILLINOIS, KENDALL COUNTY**  
**KENDALL CO. HIGHWAY DEPARTMENT**  
**PLAINFIELD ROAD AND RIDGE ROAD**

COUNTY: KENDALL  
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JOB NO.: 181552

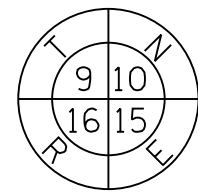
SCALE: 1" = 30' SHEET 3 OF 6 SHEETS

**KENDALL COUNTY HIGHWAY DEPARTMENT**  
**6780 ILLINOIS ROUTE 47**  
**YORKVILLE, ILLINOIS 60560**

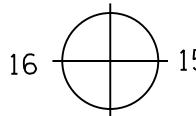


PART OF THE NORTH 1/2 OF SECTION 1, TWP. 36 N., R. 8 E. OF THE 3RD. P.M., IN KENDALL COUNTY, ILLINOIS.

LEGEND



SECTION CORNER



QUARTER SECTION CORNER



GRAPHIC SCALE  
0 30'  
SCALE: 1" = 30'

- SECTION / QUARTER SECTION LINE  
PLATTED LOT LINES  
PROPERTY (DEED) LINE  
APPL APPARENT PROPERTY LINE  
EXISTING CENTERLINE  
PROPOSED CENTERLINE  
EXISTING RIGHT OF WAY LINE  
PROPOSED RIGHT OF WAY LINE  
EXISTING EASEMENT  
PROPOSED EASEMENT  
AC EXISTING ACCESS CONTROL LINE  
AC PROPOSED ACCESS CONTROL LINE  
MEASURED DIMENSION  
129.32' (COMP)  
129.32' (129.32')  
COMPUTED DIMENSION  
RECORDED DIMENSION  
EXISTING BUILDING  
P.O.C. = POINT OF COMMENCEMENT  
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HRGreen

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**PLAT OF HIGHWAYS**  
**STATE OF ILLINOIS, KENDALL COUNTY**  
**KENDALL CO. HIGHWAY DEPARTMENT**  
**PLAINFIELD ROAD AND RIDGE ROAD**

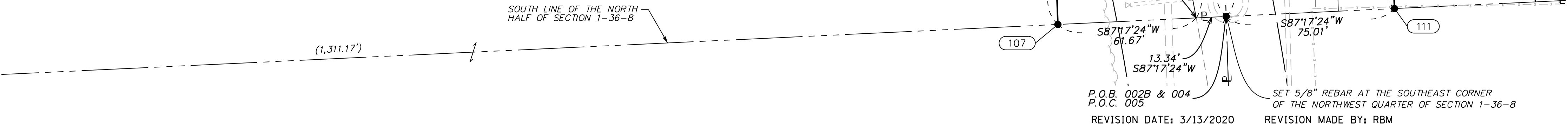
COUNTY: KENDALL  
SECTION: 1, TOWNSHIP: 36N, RANGE: 8E  
JOB NO.: 181552

SCALE: 1" = 30' SHEET 4 OF 6 SHEETS

**KENDALL COUNTY HIGHWAY DEPARTMENT**  
**6780 ILLINOIS ROUTE 47**  
**YORKVILLE, ILLINOIS 60560**

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107	1807665.879	1001901.529
108	1808351.959	1002029.044
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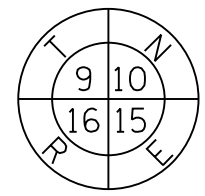
REVISION DATE: 3/13/2020

REVISION MADE BY: RBM

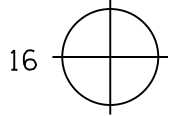


PART OF THE NORTH 1/2 OF SECTION 1, TWP. 36 N., R. 8 E. OF THE 3RD. P.M., IN KENDALL COUNTY, ILLINOIS.

LEGEND



SECTION CORNER



QUARTER SECTION CORNER



GRAPHIC SCALE  
0 40'  
SCALE: 1" = 40'

- SECTION / QUARTER SECTION LINE  
PLATTED LOT LINES  
PROPERTY (DEED) LINE  
APPL  
APPARENT PROPERTY LINE  
EXISTING CENTERLINE  
PROPOSED CENTERLINE  
EXISTING RIGHT OF WAY LINE  
PROPOSED RIGHT OF WAY LINE  
EXISTING EASEMENT  
PROPOSED EASEMENT  
AC  
AC  
EXISTING ACCESS CONTROL LINE  
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STATE OF ILLINOIS )  
COUNTY OF KANE )

THIS IS TO CERTIFY THAT I, RICHARD B. McCOMBS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, HR GREEN, INC, AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001322) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE KENDALL COUNTY HIGHWAY DEPARTMENT, KENDALL COUNTY, STATE OF ILLINOIS.

DATED AT AURORA, ILLINOIS THIS 15TH DAY OF JANUARY 2020 A.D.

RICHARD B. McCOMBS, P.L.S.  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003847  
LICENSE EXPIRATION DATE: 11/30/2020

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



HRGreen.com  
Illinois Professional Design Firm  
# 184-001322

PLAT OF HIGHWAYS  
STATE OF ILLINOIS, KENDALL COUNTY  
KENDALL CO. HIGHWAY DEPARTMENT  
PLAINFIELD ROAD AND RIDGE ROAD

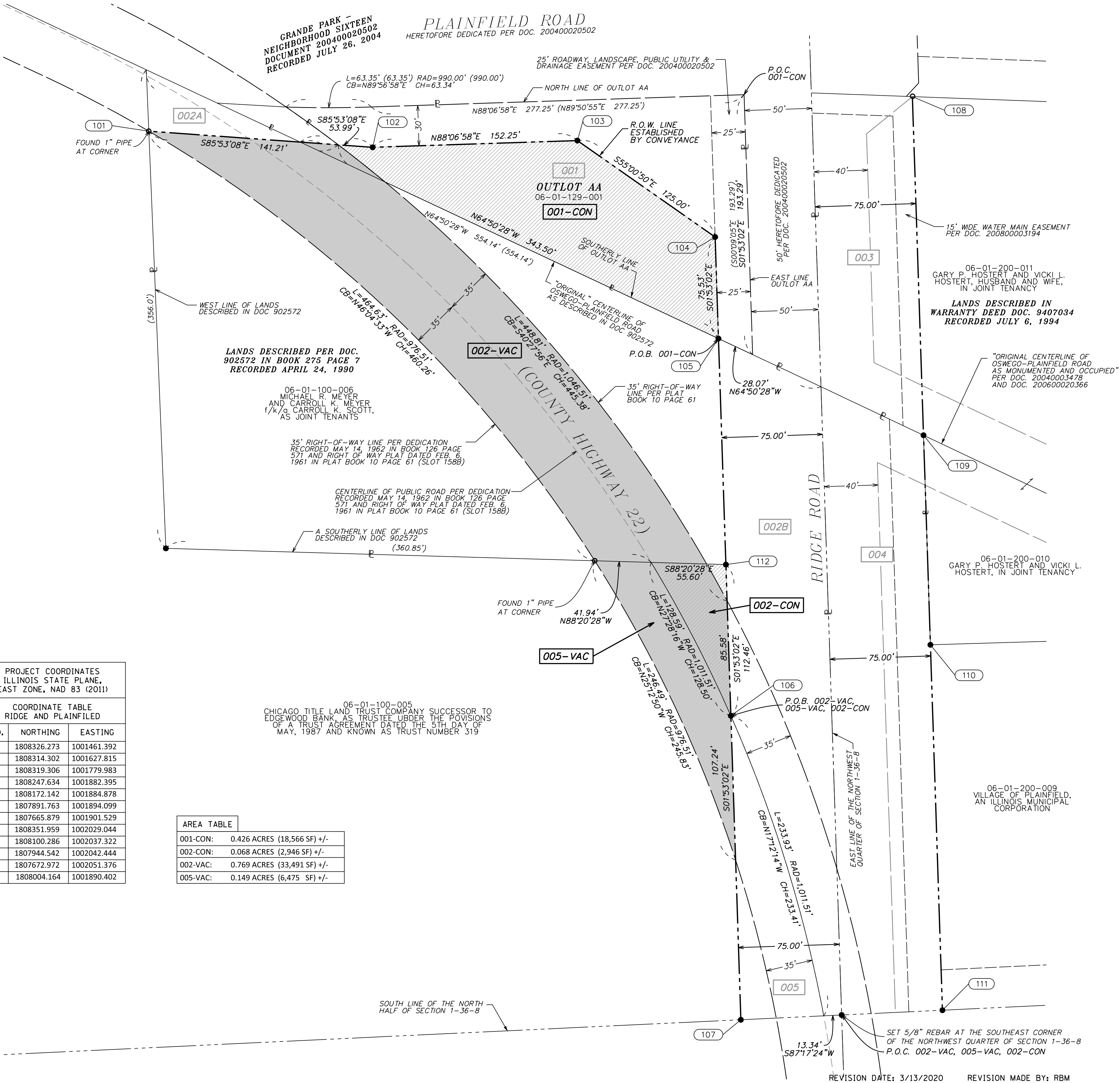
COUNTY: KENDALL  
SECTION: 1, TOWNSHIP: 36N, RANGE: 8E  
JOB NO.: 181552

SCALE: 1" = 40' SHEET 5 OF 6 SHEETS

KENDALL COUNTY HIGHWAY DEPARTMENT  
6780 ILLINOIS ROUTE 47  
YORKVILLE, ILLINOIS 60560

PROJECT COORDINATES ILLINOIS STATE PLANE, EAST ZONE, NAD 83 (2011)		
COORDINATE TABLE RIDGE AND PLAINFIELD		
PT.NO.	NORTHING	EASTING
101	1808326.273	1001461.392
102	1808314.302	1001627.815
103	1808319.306	1001779.983
104	1808247.634	1001882.395
105	1808172.142	1001884.878
106	1807891.763	1001894.099
107	1807665.879	1001901.529
108	1808351.959	1002029.044
109	1808100.286	1002037.322
110	1807944.542	1002042.444
111	1807672.972	1002051.376
112	1808004.164	1001890.402

AREA TABLE	
001-CON:	0.426 ACRES (18,566 SF) +/-
002-CON:	0.068 ACRES (2,946 SF) +/-
002-VAC:	0.769 ACRES (33,491 SF) +/-
005-VAC:	0.149 ACRES (6,475 SF) +/-





PART OF THE NORTH 1/2 OF SECTION 1, TWP. 36 N., R. 8 E. OF THE 3RD. P.M., IN KENDALL COUNTY, ILLINOIS.

Route: Plainfield Road and Ridge Road  
County: Kendall  
Parcel No.: 001  
Index No.: 06-01-129-001

**LEGAL DESCRIPTION - PARCEL 001 TO BE ACQUIRED BY KENDALL COUNTY HIGHWAY DEPARTMENT:**

That part of the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Outlot AA in Grande Park Neighborhood Sixteen, being a subdivision of part of the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded July 26, 2004 as Document No. 200400020502, in Kendall County, Illinois, AND a part of the Right of Way that was dedicated for Public Road Purposes per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 1588), described as follows:

Beginning at the Northeast corner of said Outlot AA; thence South 01 degree 53 minutes 02 seconds East along the East line of said Outlot AA, 193.29 feet to the Southeast corner of said Outlot; thence North 64 degrees 50 minutes 28 seconds West along the Southerly line of said Outlot, also being the "original" centerline of Oswego-Plainfield Road as described in Document 902572 and recorded in Book 275 Page 7, on April 24, 1990, 302.05 feet to the Northerly Right of Way line per said Plat of County Highway 22; thence continuing along the Northwesterly extension of said Southerly line of said Outlot, and "original" centerline, North 64 degrees 50 minutes 28 seconds West, 137.69 feet; thence South 86 degrees 43 minutes 57 seconds East, 51.31 feet to the Northwest corner of said Outlot; thence 63.35 feet along the North line of said Outlot, being a non-tangential curve to the left having a radius of 990.00 feet, a chord that bears North 89 degrees 56 minutes 58 seconds East and a chord distance of 63.34 feet to a point of tangency; thence North 88 degrees 06 minutes 58 seconds East along said North line, 277.25 feet to the Point of Beginning.

Said parcel containing 0.845 acres or 36,818 square feet, more or less, of which 0.032 acres or 1,379 square feet, more or less, has been previously used for Right of Way purposes.

Route: Plainfield Road and Ridge Road  
County: Kendall  
Parcel No.: 002-VAC  
Index No.: 06-01-100-006

**LEGAL DESCRIPTION OF PARCEL 002-VAC - TO BE VACATED:**

That part of the Right of Way that was dedicated for Public Road Purposes per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 1588), in the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Commencing at the Southeast corner of said Northwest Quarter; thence South 87 degrees 17 minutes 24 seconds West along the South line of said Northwest Quarter, 13.34 feet to the centerline of said County Highway 22; thence 233.93 feet along said centerline, being a non-tangential curve to the left with a radius of 1,011.51 feet, a chord that bears North 17 degrees 12 minutes 14 seconds West and a chord distance of 233.41 feet to a line that is 75.00 feet West of, as measured perpendicularly thereto, the East line of said Northwest Quarter and the Point of Beginning; thence 128.59 feet continuing along said centerline, being a curve to the left with a radius of 1,011.51 feet, a chord that bears North 27 degrees 28 minutes 16 seconds West and a chord distance of 128.50 feet to the East end of a Southerly line of lands described in Document 902572 in Book 275 Page 7, recorded on April 24, 1990; thence North 88 degrees 20 minutes 28 seconds West along said Southerly line, 41.94 feet to a line that is 35 feet Southwesterly of, as measured perpendicularly thereto, said centerline, also being the Southwesterly line of said Right of Way that was dedicated for Public Road Purposes; thence 464.63 feet along said Southwesterly line, being a non-tangential curve to the left with a radius of 976.51 feet, a chord that bears North 46 degrees 04 minutes 33 seconds West and a chord distance of 460.26 feet to the West line of lands described in Document 902572 in Book 275 Page 7, recorded on April 24, 1990; thence South 85 degrees 53 minutes 08 seconds East, 141.21 feet to a line that is 35 feet Northeasterly of, as measured perpendicularly thereto, said centerline, also being the Northeasterly line of said Right of Way that was dedicated for Public Road Purposes; thence 448.81 feet along said Northeasterly line, being a non-tangential curve to the right having a radius of 1,046.51 feet, a chord that bears South 40 degrees 27 minutes 56 seconds East and a chord distance of 445.38 feet to said line that is 75.00 feet West of, as measured perpendicularly thereto, the East line of said Northwest Quarter; thence South 01 degree 53 minutes 02 seconds East along said parallel line, 85.58 feet to the Point of Beginning.

Said parcel containing 0.769 acres or 33,491 square feet, more or less.

Route: Plainfield Road and Ridge Road  
County: Kendall  
Parcel No.: 001-CON  
Index No.: 06-01-129-001

**LEGAL DESCRIPTION OF PARCEL 001-CON - TO BE CONVEYED:**

That part of Outlot AA in Grande Park Neighborhood Sixteen, being a subdivision of part of the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded July 26, 2004 as Document No. 200400020502, in Kendall County, Illinois, AND a part of the Right of Way that was dedicated for Public Road Purposes per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 1588), bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Commencing at the Northeast corner of said Outlot AA; thence South 01 degree 53 minutes 02 seconds East along the East line of said Outlot AA, 193.29 feet to the Southeast corner of said Outlot; thence North 64 degrees 50 minutes 28 seconds West along the Southerly line of said Outlot, 28.07 feet to the Point of Beginning; thence continuing North 64 degrees 50 minutes 28 seconds West along said Southerly line and the Northwesterly extension of said Southerly line, also being the "original" centerline of Oswego-Plainfield Road as described in Document 902572 and recorded in Book 275 Page 7, on April 24, 1990, 343.50 feet; thence South 85 degrees 53 minutes 08 seconds East, 53.99 feet to a line that is 30.00 feet South of as measured perpendicularly thereto the North line of said Outlot AA; thence North 88 degrees 06 minutes 58 seconds East along said parallel line, 152.25 feet; thence South 55 degrees 00 minutes 50 seconds East, 125.00 feet to a line that is 25.00 feet West of, as measured perpendicularly thereto, the East line of said Outlot AA; thence South 01 degree 53 minutes 02 seconds East along said parallel line, 75.53 feet to the Point of Beginning.

Said parcel containing 0.426 acres or 18,566 square feet, more or less.

Route: Plainfield Road and Ridge Road  
County: Kendall  
Parcel No.: 002A  
Index No.: 06-01-100-006

**LEGAL DESCRIPTION - PARCEL 002A TO BE ACQUIRED BY KENDALL COUNTY HIGHWAY DEPARTMENT:**

That part of the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Beginning at the Northwest corner of lands described in Document 902572 in Book 275 Page 7 and recorded on April 24, 1990, being a point along the original centerline of Oswego-Plainfield Road that is 554.14 feet Northwesterly of the intersection of said centerline with the East line of said Northwest Quarter of Section 1; thence South 64 degrees 50 minutes 28 seconds East along said centerline, 126.43 feet; thence North 85 degrees 53 minutes 08 seconds West, 112.86 feet to the West line of said lands; thence North 02 degrees 20 minutes 28 seconds West along said West line, 45.69 feet to the Point of Beginning.

Said parcel containing 0.059 acres or 2,562 square feet, more or less, all of which has been previously dedicated within a 35' strip of land per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 1588).

Route: Plainfield Road and Ridge Road  
County: Kendall  
Parcel No.: 002B  
Index No.: 06-01-100-006

**LEGAL DESCRIPTION - PARCEL 002B TO BE ACQUIRED BY KENDALL COUNTY HIGHWAY DEPARTMENT:**

That part of the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendal County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Beginning at the Southeast corner of said Northwest Quarter; thence South 87 degrees 17 minutes 24 seconds West along the South line of said Northwest Quarter, 13.34 feet to the centerline of County Highway 22 per dedication recorded on May 14, 1962 in Book 126 Page 571 and shown on the Right of Way Plat dated February 6, 1961 in Plat Book 10 Page 61 (Slot 1588); thence Northerly 233.93 feet along said centerline, being a non-tangential curve to the left with a radius of 1,011.51 feet, a chord that bears North 17 degrees 12 minutes 14 seconds West and a chord distance of 233.41 feet to a line that is 75.00 feet West of as measured perpendicularly thereto the East line of said Northwest Quarter; thence continuing Northwesterly 128.59 feet along said centerline curve with a radius of 1,01.51 feet, a chord that bears North 27 degrees 28 minutes 16 seconds West and a chord distance of 128.50 feet to the East end of a Southerly line of lands described in Document 902572 recorded in Book 275 Page 7 on April 24, 1990; thence along the Easterly extension of said Southerly line, South 88 degrees 20 minutes 28 seconds East, 55.60 feet to said line that is 75.00 feet West of as measured perpendicularly thereto the East line of said Northwest Quarter; thence North 01 degree 53 minutes 02 seconds West along said parallel line, 168.07 feet to the original centerline of Oswego-Plainfield Road as described in said Document 902572; thence South 64 degrees 50 minutes 28 seconds East along said original centerline, 84.21 feet to said East line of the Northwest Quarter; thence South 01 degree 53 minutes 02 seconds East along said East line, 467.17 feet to the Point of Beginning.

Said parcel containing 0.722 acres or 31,439 square feet, more or less, of which 0.259 acres or 11,296 square feet, more or less, has been previously dedicated within a 35' strip of land per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 1588).

Route: Plainfield Road and Ridge Road  
County: Kendall  
Parcel No.: 002-CON  
Index No.: 06-01-100-006

**LEGAL DESCRIPTION OF PARCEL 002-CON - TO BE CONVEYED:**

That part of the Right of Way that was dedicated for Public Road Purposes per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 1588) AND a part of the lands described in Document 902572 in Book 275 Page 7, recorded on April 24, 1990, in the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Commencing at the Southeast corner of said Northwest Quarter; thence South 87 degrees 17 minutes 24 seconds West along the South line of said Northwest Quarter, 13.34 feet to the centerline of said County Highway 22; thence 233.93 feet along said centerline, being a non-tangential curve to the left with a radius of 1,011.51 feet, a chord that bears North 17 degrees 12 minutes 14 seconds West and a chord distance of 233.41 feet to a line that is 75.00 feet West of, as measured perpendicularly thereto, the East line of said Northwest Quarter and the Point of Beginning; thence 128.59 feet continuing along said centerline, being a curve to the left with a radius of 1,011.51 feet, a chord that bears North 27 degrees 28 minutes 16 seconds West and a chord distance of 128.50 feet to the East end of a Southerly line of said lands described in Document 902572 in Book 275 Page 7, recorded on April 24, 1990; thence South 88 degrees 20 minutes 28 seconds East along the Easterly extension of said Southerly line, 55.60 feet to said line that is 75.00 feet West of, as measured perpendicularly thereto, the East line of said Northwest Quarter; thence along said parallel line, South 01 degree 53 minutes 02 seconds East, 112.46 feet to the Point of Beginning.

Said parcel containing 0.068 acres or 2,946 square feet, more or less.

Route: Plainfield Road and Ridge Road  
County: Kendall  
Parcel No.: 003  
Index No.: 06-01-200-011

**LEGAL DESCRIPTION - PARCEL 003 TO BE ACQUIRED BY KENDALL COUNTY HIGHWAY DEPARTMENT:**

That part of the Northeast Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Beginning at a point along the West line of said Northeast Quarter of Section 1, said point being 1,636.0 feet south of the Northwest corner thereof and the Northwest corner of lands described in Warranty Deed Document 9407034 recorded on July 6, 1994; thence South 87 degrees 53 minutes 21 seconds East along the North line of said lands, 75.18 feet to a line that is 75.00 feet East of as measured perpendicularly thereto said West line; thence South 01 degree 53 minutes 02 seconds East along said parallel line, 251.83 feet to the Southwesterly line of said lands, also being the original centerline of Oswego-Plainfield Road as monumented and occupied according to Documents 20040003478 and 200600020366; thence North 64 degrees 41 minutes 05 seconds West along said Southwesterly line and original centerline, 84.32 feet to said West line; thence North 01 degree 53 minutes 02 seconds West along said West line, 218.52 feet to the Point of Beginning.

Said parcel containing 0.405 acres or 17,637 square feet, more or less, of which 0.155 acres or 6,736 square feet, more or less, has been previously used for Right of Way purposes.

Route: Plainfield Road and Ridge Road  
County: Kendall  
Parcel No.: 004  
Index No.: 06-01-200-009

**LEGAL DESCRIPTION - PARCEL 004 TO BE ACQUIRED BY KENDALL COUNTY HIGHWAY DEPARTMENT:**

That part of the Northeast Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Beginning at the Southwest corner of said Northeast Quarter of Section 1; thence North 01 degree 53 minutes 02 seconds West along the West line of said Northeast Quarter, 467.17 feet to the original centerline of Oswego-Plainfield Road as monumented and occupied per Documents 20040003478 and 200600020366; thence South 64 degrees 41 minutes 05 seconds East along said original centerline, 84.32 feet to a line that is 75.00 feet East of as measured perpendicularly thereto said West line; thence South 01 degree 53 minutes 02 seconds East along said parallel line, 427.55 feet to the South line of said Northeast Quarter; thence South 87 degrees 17 minutes 24 seconds West along said South line, 75.01 feet to the Point of Beginning.

Said parcel containing 0.770 acres or 191,617 square feet, more or less, of which 0.449 acres or 19,563 square feet, more or less, has been previously used for Right of Way purposes.

Route: Plainfield Road and Ridge Road  
County: Kendall  
Parcel No.: 005  
Index No.: 06-01-100-005

**LEGAL DESCRIPTION - PARCEL 005 TO BE ACQUIRED BY KENDALL COUNTY HIGHWAY DEPARTMENT:**

That part of the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Commencing at the Southeast corner of said Northwest Quarter; thence South 87 degrees 17 minutes 24 seconds West along the South line of said Northwest Quarter, 13.34 feet to the centerline of County Highway 22 per dedication recorded on May 14, 1962 in Book 126 Page 571 and shown on the Right of Way Plat dated February 6, 1961 in Plat Book 10 Page 61 (Slot 1588) and the Point of Beginning; thence continuing South 87 degrees 17 minutes 24 seconds West along the South line of said Northwest Quarter, 61.67 feet to a line that is 75.00 feet West of as measured perpendicularly thereto the East line of said Northwest Quarter; thence North 01 degree 53 minutes 02 seconds West along said parallel line, 226.01 feet returning to said centerline of County Highway 22; thence Southerly 233.93 feet along said centerline, being a non-tangential curve to the right with a radius of 1,011.51 feet, a chord that bears South 17 degrees 12 minutes 14 seconds East and a chord distance of 233.41 feet to the Point of Beginning.

Said parcel containing 0.184 acres or 8,021 square feet, more or less, of which 0.145 acres or 6,305 square feet, more or less, has been previously dedicated within a 35' strip of land per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 1588).

Route: Plainfield Road and Ridge Road  
County: Kendall  
Parcel No.: 005-VAC  
Index No.: 06-01-100-005

**LEGAL DESCRIPTION OF PARCEL 005-VAC - TO BE VACATED:**

That part of the Right of Way that was dedicated for Public Road Purposes per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 1588), in the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Commencing at the Southeast corner of said Northwest Quarter; thence South 87 degrees 17 minutes 24 seconds West along the South line of said Northwest Quarter, 13.34 feet to the centerline of said County Highway 22; thence 233.93 feet along said centerline, being a non-tangential curve to the left with a radius of 1,011.51 feet, a chord that bears North 17 degrees 12 minutes 14 seconds West and a chord distance of 233.41 feet to a line that is 75.00 feet West of, as measured perpendicularly thereto, the East line of said Northwest Quarter and the Point of Beginning; thence South 01 degree 53 minutes 02 seconds East along said parallel line, 107.24 feet to a line that is 35 feet Southwesterly of, as measured perpendicularly thereto, said centerline, also being the Southwesterly line of said Right of Way that was dedicated for Public Road Purposes; thence 246.49 feet along said Southwesterly line, being a non-tangential curve to the left with a radius of 976.51 feet, a chord that bears North 25 degrees 12 minutes 50 seconds West and a chord distance of 245.83 feet to a Southerly line of lands described in Document 902572 in Book 275 Page 7, recorded on April 24, 1990; thence South 88 degrees 20 minutes 28 seconds East along said Southerly line, 41.94 feet returning to said centerline of County Highway 22; thence 128.59 feet along said centerline, being a non-tangential curve to the right with a radius of 1,011.51 feet, a chord that bears South 27 degrees 28 minutes 16 seconds East and a chord distance of 128.50 feet to the Point of Beginning.

Said parcel containing 0.149 acres or 6,475 square feet, more or less.

STATE OF ILLINOIS )  
 )SS  
COUNTY OF KANE )

THIS IS TO CERTIFY THAT I, RICHARD B. McCOMBS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, HR GREEN, INC, AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001322) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE KENDALL COUNTY HIGHWAY DEPARTMENT, KENDALL COUNTY, STATE OF ILLINOIS.

DATED AT AURORA, ILLINOIS THIS 15TH DAY OF JANUARY 2020 A.D.

RICHARD B. McCOMBS, P.L.S.  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003847  
LICENSE EXPIRATION DATE: 11/30/2020

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



REVISION DATE: 3/13/2020

REVISION MADE BY: RBM



HRGreen.com  
Illinois Professional Design Firm  
# 184-001322

PLAT OF HIGHWAYS  
STATE OF ILLINOIS, KENDALL COUNTY  
KENDALL CO. HIGHWAY DEPARTMENT  
PLAINFIELD ROAD AND RIDGE ROAD

COUNTY: KENDALL  
SECTION: 1, TOWNSHIP: 36N, RANGE: 8E JOB NO.: 181552

SCALE: N/A SHEET 6 OF 6 SHEETS

KENDALL COUNTY HIGHWAY DEPARTMENT  
6780 ILLINOIS ROUTE 47  
YORKVILLE, ILLINOIS 60560



# KENDALL COUNTY

Resolution No. \_\_\_\_\_

## *A Resolution to acquire and dispose of real estate to correct the right of way at the intersection of Plainfield Road and Ridge Road*

---

**WHEREAS**, an intersection improvement was constructed at Plainfield Road and Ridge Road in 2008 creating a three way intersection;

**WHEREAS**, said project caused the removal of the existing roadway bisecting the properties identified by Kendall County Permanent Index Number 06-01-100-006 and Permanent Index Number 06-01-100-005;

**WHEREAS**, the new configuration of the roadways creates an opportunity to exchange property among the owners adjacent to the intersection and Kendall County to create logical property lines thereby enhancing the utility and value of the relevant properties; and

**WHEREAS**, given the consideration of exchanging property and enhancing the utility and value of the properties, no money will be paid among the property owners;

**WHEREAS**, the Kendall County Board has determined that in order to efficiently effectuate the exchange, all property that will be exchanged will first be conveyed to Kendall County;

**WHEREAS**, once Kendall County has accepted the conveyances, it will retain certain property for highway purposes and will convey certain property to the appropriate adjacent owners in order to create logical property lines;

**WHEREAS**, in conjunction with these conveyances, the Kendall County Board intends, by separate resolution, to vacate right-of-way that is no longer used for highway purposes;

**WHEREAS**, vacating the unused right-of-way will also aid in creating the logical property lines.

**NOW, THEREFORE BE IT RESOLVED**, that the KENDALL COUNTY HIGHWAY DEPARTMENT on behalf of KENDALL COUNTY is authorized to accept conveyances of the following parcels of property identified and legally described as follows:

**Parcel No.: 001 (Currently owned by Grande Park Community Association)**  
**Index No.: 06-01-129-001**

That part of the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Outlot AA in Grande Park – Neighborhood Sixteen, being a subdivision of part of the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded July 26, 2004 as Document No. 200400020502, in Kendall County, Illinois, AND a part of the Right of Way that was dedicated for Public Road Purposes per Book 126 Page 571 recorded on May 14,

1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 158B), described as follows:

Beginning at the Northeast corner of said Outlot AA; thence South 01 degree 53 minutes 02 seconds East along the East line of said Outlot AA, 193.29 feet to the Southeast corner of said Outlot; thence North 64 degrees 50 minutes 28 seconds West along the Southerly line of said Outlot, also being the "original" centerline of Oswego-Plainfield Road as described in Document 902572 and recorded in Book 275 Page 7, on April 24, 1990, 302.05 feet to the Northerly Right of Way line per said Plat of County Highway 22; thence continuing along the Northwestern extension of said Southerly line of said Outlot, and "original" centerline, North 64 degrees 50 minutes 28 seconds West, 137.69 feet; thence South 86 degrees 43 minutes 57 seconds East, 51.31 feet to the Northwest corner of said Outlot; thence 63.35 feet along the North line of said Outlot, being a non-tangential curve to the left having a radius of 990.00 feet, a chord that bears North 89 degrees 56 minutes 58 seconds East and a chord distance of 63.34 feet to a point of tangency; thence North 88 degrees 06 minutes 58 seconds East along said North line, 277.25 feet to the Point of Beginning.

Said parcel containing 0.845 acres or 36,818 square feet, more or less, of which 0.032 acres or 1,379 square feet, more or less, has been previously used for Right of Way purposes.

**AND**

**Parcel No.: 002A (Currently owned by Michael R. Meyer and Carroll K. Scott)  
Index No.: 06-01-100-006 (pt)**

That part of the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Beginning at the Northwest corner of lands described in Document 902572 in Book 275 Page 7 and recorded on April 24, 1990, being a point along the original centerline of Oswego-Plainfield Road that is 554.14 feet Northwesterly of the intersection of said centerline with the East line of said Northwest Quarter of Section 1; thence South 64 degrees 50 minutes 28 seconds East along said centerline, 126.43 feet; thence North 85 degrees 53 minutes 08 seconds West, 112.86 feet to the West line of said lands; thence North 02 degrees 20 minutes 28 seconds West along said West line, 45.69 feet to the Point of Beginning.

Said parcel containing 0.059 acres or 2,562 square feet, more or less, all of which has been previously dedicated within a 35' strip of land per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 158B).

**AND**

**Parcel No.: 002B (Currently owned by Michael R. Meyer and Carroll K. Scott)  
Index No.: 06-01-100-006 (pt)**

That part of the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Beginning at the Southeast corner of said Northwest Quarter; thence South 87 degrees 17 minutes 24 seconds West along the South line of said Northwest Quarter, 13.34 feet to the centerline of County Highway 22 per dedication recorded on May 14, 1962 in Book 126 Page 571 and shown on the Right of

Way Plat dated February 6, 1961 in Plat Book 10 Page 61 (Slot 158B); thence Northerly 233.93 feet along said centerline, being a non-tangential curve to the left with a radius of 1,011.51 feet, a chord that bears North 17 degrees 12 minutes 14 seconds West and a chord distance of 233.41 feet to a line that is 75.00 feet West of as measured perpendicularly thereto the East line of said Northwest Quarter; thence continuing Northwesterly 128.59 feet along said centerline curve with a radius of 1,011.51 feet, a chord that bears North 27 degrees 28 minutes 16 seconds West and a chord distance of 128.50 feet to the East end of a Southerly line of lands described in Document 902572 recorded in Book 275 Page 7 on April 24, 1990; thence along the Easterly extension of said Southerly line, South 88 degrees 20 minutes 28 seconds East, 55.60 feet to said line that is 75.00 feet West of as measured perpendicularly thereto the East line of said Northwest Quarter; thence North 01 degree 53 minutes 02 seconds West along said parallel line, 168.07 feet to the original centerline of Oswego-Plainfield Road as described in said Document 902572; thence South 64 degrees 50 minutes 28 seconds East along said original centerline, 84.21 feet to said East line of the Northwest Quarter; thence South 01 degree 53 minutes 02 seconds East along said East line, 467.17 feet to the Point of Beginning.

Said parcel containing 0.722 acres or 31,439 square feet, more or less, of which 0.259 acres or 11,296 square feet, more or less, has been previously dedicated within a 35' strip of land per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 158B).

**AND**

**Parcel No.: 005 (Currently owned by Chicago Title Land Trust Company, successor to Edgewood Bank, as Trustee dated May 5, 1987 and known as Trust No. 319)  
Index No.: 06-01-100-005 (pt)**

That part of the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Commencing at the Southeast corner of said Northwest Quarter; thence South 87 degrees 17 minutes 24 seconds West along the South line of said Northwest Quarter, 13.34 feet to the centerline of County Highway 22 per dedication recorded on May 14, 1962 in Book 126 Page 571 and shown on the Right of Way Plat dated February 6, 1961 in Plat Book 10 Page 61 (Slot 158B) and the Point of Beginning; thence continuing South 87 degrees 17 minutes 24 seconds West along the South line of said Northwest Quarter, 61.67 feet to a line that is 75.00 feet West of as measured perpendicularly thereto the East line of said Northwest Quarter; thence North 01 degree 53 minutes 02 seconds West along said parallel line, 226.01 feet returning to said centerline of County Highway 22; thence Southerly 233.93 feet along said centerline, being a non-tangential curve to the right with a radius of 1,011.51 feet, a chord that bears South 17 degrees 12 minutes 14 seconds East and a chord distance of 233.41 feet to the Point of Beginning.

Said parcel containing 0.184 acres or 8,021 square feet, more or less, of which 0.145 acres or 6,305 square feet, more or less, has been previously dedicated within a 35' strip of land per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 158B).

**AND**

**Parcel No.: 004 (Currently owned by Village of Plainfield)  
Index No.: 06-01-200-009 (pt)**

That part of the Northeast Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Beginning at the Southwest corner of said Northeast Quarter of Section 1; thence North 01 degree 53 minutes 02 seconds West along the West line of said Northeast Quarter, 467.17 feet to the original centerline of Oswego-Plainfield Road as monumented and occupied per Documents 20040003478 and 200600020366; thence South 64 degrees 41 minutes 05 seconds East along said original centerline, 84.32 feet to a line that is 75.00 feet East of as measured perpendicularly thereto said West line; thence South 01 degree 53 minutes 02 seconds East along said parallel line, 427.55 feet to the South line of said Northeast Quarter; thence South 87 degrees 17 minutes 24 seconds West along said South line, 75.01 feet to the Point of Beginning.

Said parcel containing 0.770 acres or 191,617 square feet, more or less, of which 0.449 acres or 19,563 square feet, more or less, has been previously used for Right of Way purposes.

**BE IT FURTHER RESOLVED**, that the County Board Chair, on behalf of the Kendall County Board, is hereby authorized to convey, by quit claim deed, to the adjacent landowner the following parcels identified and legally described as flows:

**To be conveyed to Michael R. Meyer and Carroll K. Scott (002 owners)**

**Parcel No.: 001-CON**

**Index No.: 06-01-129-001 (pt)**

That part of Outlot AA in Grande Park – Neighborhood Sixteen, being a subdivision of part of the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded July 26, 2004 as Document No. 200400020502, in Kendall County, Illinois, AND a part of the Right of Way that was dedicated for Public Road Purposes per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 158B), bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Commencing at the Northeast corner of said Outlot AA; thence South 01 degree 53 minutes 02 seconds East along the East line of said Outlot AA, 193.29 feet to the Southeast corner of said Outlot; thence North 64 degrees 50 minutes 28 seconds West along the Southerly line of said Outlot, 28.07 feet to the Point of Beginning; thence continuing North 64 degrees 50 minutes 28 seconds West along said Southerly line and the Northwesterly extension of said Southerly line, also being the “original” centerline of Oswego-Plainfield Road as described in Document 902572 and recorded in Book 275 Page 7, on April 24, 1990, 343.50 feet; thence South 85 degrees 53 minutes 08 seconds East, 53.99 feet to a line that is 30.00 feet South of as measured perpendicularly thereto the North line of said Outlot AA; thence North 88 degrees 06 minutes 58 seconds East along said parallel line, 152.25 feet; thence South 55 degrees 00 minutes 50 seconds East, 125.00 feet to a line that is 25.00 feet West of, as measured perpendicularly thereto, the East line of said Outlot AA; thence South 01 degree 53 minutes 02 seconds East along said parallel line, 75.53 feet to the Point of Beginning.

Said parcel containing 0.426 acres or 18,566 square feet, more or less.

**AND**

**To be conveyed to Chicago Title Land Trust Company successor to Edgewood Bank,  
as Trustee under the provisions of a Trust Agreement dated the 5th day of May, 1987  
and known as Trust Number 319 (005 owner)**

**Parcel No.: 002-CON**  
**Index No.: 06-01-100-006 (pt)**

That part of the Right of Way that was dedicated for Public Road Purposes per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 158B) AND a part of the lands described in Document 902572 in Book 275 Page 7, recorded on April 24, 1990, in the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Commencing at the Southeast corner of said Northwest Quarter; thence South 87 degrees 17 minutes 24 seconds West along the South line of said Northwest Quarter, 13.34 feet to the centerline of said County Highway 22; thence 233.93 feet along said centerline, being a non-tangential curve to the left with a radius of 1,011.51 feet, a chord that bears North 17 degrees 12 minutes 14 seconds West and a chord distance of 233.41 feet to a line that is 75.00 feet West of, as measured perpendicularly thereto, the East line of said Northwest Quarter and the Point of Beginning; thence 128.59 feet continuing along said centerline, being a curve to the left with a radius of 1,011.51 feet, a chord that bears North 27 degrees 28 minutes 16 seconds West and a chord distance of 128.50 feet to the East end of a Southerly line of said lands described in Document 902572 in Book 275 Page 7, recorded on April 24, 1990; thence South 88 degrees 20 minutes 28 seconds East along the Easterly extension of said Southerly line, 55.60 feet to said line that is 75.00 feet West of, as measured perpendicularly thereto, the East line of said Northwest Quarter; thence along said parallel line, South 01 degree 53 minutes 02 seconds East, 112.46 feet to the Point of Beginning.

Said parcel containing 0.068 acres or 2,946 square feet, more or less.

**BE IT FURTHER RESOLVED**, that the County Board Chair, on behalf of the Kendall County Board, is hereby authorized to execute the deeds and other instruments necessary to formalize the above conveyances.

This resolution approved by the County Board of Kendall County, State of Illinois.

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Scott Gryder - Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

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Debbie Gillette – County Clerk



# KENDALL COUNTY

Resolution No. \_\_\_\_\_

***A Resolution to vacate a no longer used highway right-of-way near the intersection of Plainfield Road and Ridge Road***

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**WHEREAS**, an intersection improvement was constructed at Plainfield Road and Ridge Road in 2008 creating a three way intersection;

**WHEREAS**, said project caused the removal of the existing roadway bisecting the properties identified by Kendall County Permanent Index Number 06-01-100-006 and Permanent Index Number 06-01-100-005;

**WHEREAS**, said project caused the roadway to be reconstructed at the location of the new intersection;

**WHEREAS**, as result of intersection improvements and reconstruction of the roadway, that portion of Kendall County's highway right-of-way described below is no longer used for highway purposes;

**WHEREAS**, the new configuration of the roadways creates an opportunity to exchange property among the owners adjacent to the intersection and Kendall County to create logical property lines thereby enhancing the utility and value of the relevant properties;

**WHEREAS**, the Kendall County Board intends, by separate ordinance, to participate in the exchange of those properties in order to facilitate an efficient exchange;

**WHEREAS**, including that unused right-of-way in the property exchange will facilitate the creation of those logical property lines;

**NOW, THEREFORE BE IT RESOLVED**, that KENDALL COUNTY's highway right-of-way over the following described parcels is hereby vacated:

**Parcel No.: 002-VAC  
Index No.: 06-01-100-006 (pt)**

That part of the Right of Way that was dedicated for Public Road Purposes per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 158B), in the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Commencing at the Southeast corner of said Northwest Quarter; thence South 87 degrees 17 minutes 24 seconds West along the South line of said Northwest Quarter, 13.34 feet to the centerline of said County Highway 22; thence 233.93 feet along said centerline, being a non-tangential curve to the left with a radius of 1,011.51 feet, a chord that bears North 17 degrees 12 minutes 14 seconds West and a chord distance of 233.41 feet to a line that is 75.00 feet West of, as measured perpendicularly thereto, the East line of said Northwest Quarter and the Point of Beginning; thence 128.59 feet continuing along said centerline, being

a curve to the left with a radius of 1,011.51 feet, a chord that bears North 27 degrees 28 minutes 16 seconds West and a chord distance of 128.50 feet to the East end of a Southerly line of lands described in Document 902572 in Book 275 Page 7, recorded on April 24, 1990; thence North 88 degrees 20 minutes 28 seconds West along said Southerly line, 41.94 feet to a line that is 35 feet Southwesterly of, as measured perpendicularly thereto, said centerline, also being the Southwesterly line of said Right of Way that was dedicated for Public Road Purposes; thence 464.63 feet along said Southwesterly line, being a non-tangential curve to the left with a radius of 976.51 feet, a chord that bears North 46 degrees 04 minutes 33 seconds West and a chord distance of 460.26 feet to the West line of lands described in Document 902572 in Book 275 Page 7, recorded on April 24, 1990; thence South 85 degrees 53 minutes 08 seconds East, 141.21 feet to a line that is 35 feet Northeasterly of, as measured perpendicularly thereto, said centerline, also being the Northeasterly line of said Right of Way that was dedicated for Public Road Purposes; thence 448.81 feet along said Northeasterly line, being a non-tangential curve to the right having a radius of 1,046.51 feet, a chord that bears South 40 degrees 27 minutes 56 seconds East and a chord distance of 445.38 feet to said line that is 75.00 feet West of, as measured perpendicularly thereto, the East line of said Northwest Quarter; thence South 01 degree 53 minutes 02 seconds East along said parallel line, 85.58 feet to the Point of Beginning.

Said parcel containing 0.769 acres or 33,491 square feet, more or less.

**AND**

**Parcel No.: 005-VAC  
Index No.: 06-01-100-005 (pt)**

That part of the Right of Way that was dedicated for Public Road Purposes per Book 126 Page 571 recorded on May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 158B), in the Northwest Quarter of Section 1, Township 36 North, Range 8 East of the Third Principal Meridian, in Na Au Say Township, Kendall County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), described as follows:

Commencing at the Southeast corner of said Northwest Quarter; thence South 87 degrees 17 minutes 24 seconds West along the South line of said Northwest Quarter, 13.34 feet to the centerline of said County Highway 22; thence 233.93 feet along said centerline, being a non-tangential curve to the left with a radius of 1,011.51 feet, a chord that bears North 17 degrees 12 minutes 14 seconds West and a chord distance of 233.41 feet to a line that is 75.00 feet West of, as measured perpendicularly thereto, the East line of said Northwest Quarter and the Point of Beginning; thence South 01 degree 53 minutes 02 seconds East along said parallel line, 107.24 feet to a line that is 35 feet Southwesterly of, as measured perpendicularly thereto, said centerline, also being the Southwesterly line of said Right of Way that was dedicated for Public Road Purposes; thence 246.49 feet along said Southwesterly line, being a non-tangential curve to the left with a radius of 976.51 feet, a chord that bears North 25 degrees 12 minutes 50 seconds West and a chord distance of 245.83 feet to a Southerly line of lands described in Document 902572 in Book 275 Page 7, recorded on April 24, 1990; thence South 88 degrees 20 minutes 28 seconds East along said Southerly line, 41.94 feet returning to said centerline of County Highway 22; thence 128.59 feet along said centerline, being a non-tangential curve to the right with a radius of 1,011.51 feet, a chord that bears South 27 degrees 28 minutes 16 seconds East and a chord distance of 128.50 feet to the Point of Beginning.

Said parcel containing 0.149 acres or 6,475 square feet, more or less.

**BE IT FURTHER RESOLVED**, that the KENDALL COUNTY HIGHWAY DEPARTMENT, acting on behalf of the Kendall County Board, is authorized to record this Resolution showing the legal description of the vacated right-of-way with the Kendall County Recorder, as required by 605 ILCS 5/5-110.

This Resolution approved by the County Board of Kendall County, State of Illinois.

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Scott Gryder - Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

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Debbie Gillette – County Clerk

(SEAL)

**KENDALL COUNTY**  
**Resolution No. \_\_\_\_\_**

***A Resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes along Ridge Road between Theodore St. and Caton Farm Rd. in Kendall County, Illinois***

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**WHEREAS**, Kendall County has determined that there is a need to provide improvements to Ridge Road in Kendall County, Illinois, to improve roadway geometry, safety and mobility for the traveling public; and

**WHEREAS**, Kendall County believes it is imperative for all the residents of Kendall County that Ridge Road in Kendall County, Illinois, be improved for the safety of the motoring public; and

**WHEREAS**, Kendall County has determined that the work and improvements to Ridge Road, Kendall County, Illinois, is for a public use, and constitutes a public purpose, namely, a public roadway; and it is necessary for Kendall County to have and acquire for the use of the People of the State of Illinois, County of Kendall, for roadway purposes, the land and rights of the real property described hereinafter; and

**WHEREAS**, Kendall County has conducted the necessary engineering and environmental studies to determine the right-of-way requirements for said project; and

**WHEREAS**, the necessary plats, legal descriptions, and title commitments have been prepared: and

**WHEREAS**, Kendall County has deemed that portions of parcels 06-35-200-010 and 06-35-200-002, as further described within Exhibit "A", should be acquired by negotiated purchase and/or, negotiation failing, by eminent domain proceedings for highway purposes; and

**WHEREAS**, the compensation to each owner for each tract of real property to be acquired or for damages for the construction of the public roadway cannot be agreed on between the owners and Kendall County even though Kendall County has attempted to effect such an agreement.

**NOW, THEREFORE BE IT RESOLVED**, the above listed recitals are incorporated herein by reference; and

**BE IT FURTHER RESOLVED**, by the Kendall County Board, that the construction of Ridge Road between Theodore Street and Caton Farm Road be laid out, established, constructed and maintained as determined during the engineering work performed for said project; and that said improvements for the roadway be constructed, used, occupied, improved, and developed in a manner necessary and convenient for said use as a public highway; and

**BE IT FURTHER RESOLVED**, that it is hereby determined by the Kendall County Board that it is necessary and desirable that the County of Kendall acquire title to, and possession of, the real property as described; and that said real property is necessary and convenient for said highway purposes; and

**BE IT FURTHER RESOLVED**, that the Kendall County State’s Attorney is hereby authorized, empowered and directed by the Kendall County Board to condemn land necessary for the improvement, construction, and expansion of public roads pursuant to the Eminent Domain Act, 735 ILCS 30/1-1-1, et seq., described below and in Exhibit A:

Parcel No.	Permanent Index No(s).	Owner	Legal Description
2	06-35-200-010	L-T Farms, IL L.P.	See Exhibit A
3	06-35-200-002	Dixit P. Patel	See Exhibit A

Said Exhibit A, which sets forth the legal descriptions of the real property are attached hereto and incorporated herein; and

**BE IT FURTHER RESOLVED**, that the County Board has previously appropriated monies to fund the acquisition of said properties and to cover all costs associated with the acquisition of said right-of-way by the approval of the FY 2020-2024 5-Year Surface Transportation Program, as well as the Annual Operating Budget for the Transportation Sales Tax Fund, and shall use said monies to compensate said property owners as determined by the Court for the fee-simple or lesser title to the properties sought to be acquired; and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby directed to distribute certified copies of this resolution to the County Board Chairman, the State’s Attorney, the County Engineer, and the County Administrator.

This resolution approved by the County Board of Kendall County, State of Illinois.

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Scott Gryder - Kendall County Board Chair

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

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Debbie Gillette – County Clerk

(SEAL)

Parcel No. 2  
Owner(s): L-T Farms, IL L.P.  
Route: County Highway 11 (Ridge Road)  
Section: 19-00149-00-PW  
County: Kendall  
Station: 179+67.24 to Station 203+70.73, Lt.  
Index No. 06-35-200-010

### **LEGAL DESCRIPTION**

A part of the Northeast Quarter of Section 35, Township 36 North, Range 8 East of the Third Principal Meridian, Kendall County, Illinois, more particularly described as follows:

Beginning at the southeast corner of the Northeast Quarter of said Section 35; thence along bearings referenced to the Illinois State Plane Coordinate System NAD 1983 (2011ADJ), East Zone, South 88 degrees 26 minutes 03 seconds West 74.24 feet along the south line of the Northeast Quarter of said Section 35; thence North 01 degrees 35 minutes 06 seconds West 2403.81 feet to the north property line; thence North 88 degrees 37 minutes 46 seconds East 75.92 feet along the north property line to a point on the east line of the Northeast Quarter of said Section 35; thence South 01 degrees 50 minutes 30 seconds East 56.78 feet along the east line of the Northeast Quarter of said Section 35 to the Indian Boundary Line; thence South 40 degrees 41 minutes 07 seconds West 39.08 feet along the Indian Boundary Line to the east line of the Northeast Quarter of said Section 35; thence South 02 degrees 11 minutes 12 seconds East 2317.99 feet along the east line of the Northeast Quarter of said Section 35 to the Point of Beginning, containing 3.444 acres, more or less, of which 1.814 acres, more or less, is within the existing right of way.

**EXHIBIT A**

Parcel No. 3  
Owner(s): Dixit P. Patel  
Route: County Highway 11 (Ridge Road)  
Section: 19-00149-00-PW  
County: Kendall  
Station: 203+70.73 to Station 205+41.73, Lt.  
Index No. 06-35-200-002

### **LEGAL DESCRIPTION**

A part of the Northeast Quarter of Section 35, Township 36 North, Range 8 East of the Third Principal Meridian, Kendall County, Illinois, more particularly described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 35; thence along bearings referenced to the Illinois State Plane Coordinate System NAD 1983 (2011ADJ), East Zone, South 88 degrees 37 minutes 46 seconds West 33.00 feet along the north line of the Northeast Quarter of said Section 35; thence South 01 degrees 50 minutes 30 seconds East 33.00 feet along a line 33.00 feet normal distance westerly of and parallel with the east line of the Northeast Quarter of said Section 35, to the northeast property corner, being the Point of Beginning; thence continuing South 01 degrees 50 minutes 30 seconds East 198.00 feet along the east property line being a line 33.00 feet normal distance westerly of and parallel with the east line of the Northeast Quarter of said Section 35 to the southeast property corner; thence South 88 degrees 37 minutes 46 seconds West 42.92 feet along the south property line; thence North 01 degrees 35 minutes 06 seconds West 197.99 feet to a point on the north property line; thence North 88 degrees 37 minutes 46 seconds East 42.04 feet along the north property line being a line 33.00 feet normal distance southerly of and parallel with the north line of the Northeast Quarter of said Section 35, to the Point of Beginning, containing 0.193 acre, more or less, of which 0.076 acre, more or less, is within the existing right of way.

**EXHIBIT A**

**KENDALL COUNTY**  
**Ordinance No. \_\_\_\_\_**

***An Ordinance for the Establishment of Altered Speed Zone on Jughandle Road***

**WHEREAS**, pursuant to 625 ILCS 5/11-604, the Kendall County Board has been granted authority to establish altered speed limits on all county highways, township roads and district roads as defined in the Illinois Highway Code, except those under the jurisdiction of the Illinois Department of Transportation or of the Illinois State Toll Highway Authority; and

**WHEREAS**, an engineering and traffic investigation, performed by the Kendall County Highway Department or its agent(s) upon the respective streets or highways listed in the schedule contained herein, has determined that an altered speed zone(s) is appropriate for the listed streets or highways maintained by Kendall County Highway Department or others; and

**WHEREAS**, the Kendall County Board has determined that the statutory maximum vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater or less than that considered reasonable and proper on the street or highway listed in the following schedule;

**THEREFORE, BE IT ORDAINED**, that the County Board of Kendall County hereby declares that the reasonable and proper, absolute maximum speed limits for the respective streets or highways listed in the following schedule shall be as stated therein;

**AND BE IT FURTHER ORDAINED**, that this ordinance shall take effect immediately after the erection of signs giving notice of the maximum speed limits.

SCHEDULE OF ALTERED SPEED ZONES

<u>Street or Highway</u>	<u>Exact Limits of Zone(s)</u>	<u>Maximum Speed Limit</u>
Jughandle Road	Bell Road to U.S. Route 52	40 MPH

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020.

\_\_\_\_\_  
Debbie Gillette – County Clerk

SEAL



County of Kendall  
Resolution 20 – \_\_\_\_\_

**Kendall County Fair Housing Resolution**

**WHEREAS**, under the Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968, it is illegal to deny housing to any person because of race, color, religion, gender, physical or mental disabilities or national origin; and

**WHEREAS**, the Illinois Human Rights Act forbids discrimination in real estate transactions. This includes not only refusal to sell or rent, but also discriminatory differences in price and any other terms or conditions of a real estate transaction. The Illinois Human Rights Act prohibits discrimination in housing based upon race, color, religion, sex (including sexual harassment), pregnancy, national origin, ancestry, age (40 and over), order of protection status, marital status, sexual orientation (which includes gender-related identity), unfavorable military discharge, physical and mental disability, and familial status.

**NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD**, that within the resources available to the County of Kendall through city, county, state, federal and community volunteer sources, the County will assist all persons who feel they have been discriminated against because of race, color, religion, sex, disability (physical and mental), familial status (children) or national origin in the process of filing a complaint with the Illinois Department of Human Rights or the U.S. Department of Housing and Urban Development, that they may seek equity under federal and state laws; and

**BE IT FURTHER RESOLVED** that the County of Kendall shall publicize this Resolution and through this publicity shall cause real estate brokers and sellers, private home sellers, rental owners, rental property managers, real estate and rental advertisers, lenders, builders, developers, home buyers and home or apartment renters to become aware of their respective responsibilities and rights under any applicable state or local laws.

PRESENTED and ADOPTED by the County Board, this 21<sup>st</sup> day of April 2020.

Approved:

Attest:

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Scott R. Gryder, County Board Chairman

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Debbie Gillette, County Clerk and Recorder

County of Kendall, Illinois

ORDINANCE NO. \_\_\_\_\_

ORDINANCE ABATING THE TAXES LEVIED FOR THE YEAR 2019 PAYABLE 2020 TO PAY DEBT SERVICE ON GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) SERIES 2016, 2017, 2019A AND 2019B OF THE COUNTY OF KENDALL, ILLINOIS.

WHEREAS, the County Board (the “*Board*”) of The County of Kendall, Illinois (the “*County*”), by ordinance adopted:

Ordinance 16-05 (the “*Bond Ordinance*”) on the 5<sup>th</sup> day of April, 2016 which did provide for the issuance of not to exceed \$5,210,000 General Obligation Refunding Bonds (Alternate Revenue Source), **Series 2016** (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also

Ordinance 17-12 (the “*Bond Ordinance*”) on the 15<sup>th</sup> day of August, 2017 which did provide for the issuance of \$18,000,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017 (the “*Bonds*”) along with Ordinance 17-21 (the “*Bond Ordinance*”) on the 3<sup>rd</sup> day of October, 2017 which did provide for the issuance of General Obligation Refunding Bonds (Alternate Revenue Source), **Series 2017** (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also

Ordinance 19-20 (the “*Bond Ordinance*”) on the 6<sup>th</sup> day of August, 2019 which did provide for the issuance of \$3,340,000 General Obligation Refunding Bonds (Alternate Revenue Source), **Series 2019A** and the issuance of \$3,020,000 General Obligation Refunding Bonds (Alternate Revenue Source), **Series 2019B** (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; and

WHEREAS, on:

The 5<sup>th</sup> day of April, 2016, a duly certified copy of Bond Ordinance 16-05 was filed in the office of the County Clerk of the County (the “*County Clerk*”); also

The 15<sup>th</sup> day of August, 2017, a duly certified copy of Bond Ordinance 17-12 was filed in the office of the County Clerk of the County (the “*County Clerk*”); also

The 6<sup>th</sup> day of August, 2019, a duly certified copy of Bond Ordinance 19-20 was filed in the office of the County Clerk of the County (the “*County Clerk*”); and

WHEREAS, the County has Pledged Revenues (as defined in the Bond Ordinances) available for the purpose of paying debt service on the Bonds heretofore imposed by the 2019 levy; and

WHEREAS, the Pledged Revenues are hereby directed to be deposited into the "Debt Service Fund" established pursuant to the Bond Ordinances for the purpose of paying the debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the County that the taxes heretofore levied for the year 2019 payable 2020 to pay the debt service on the Bonds be abated:

NOW, THEREFORE, Be It Ordained by the County Board of The County of Kendall, Illinois, as follows:

*Section 1. Abatement of Tax for the Bonds.* The tax heretofore levied for the year 2019 payable 2020 in Bond Ordinances 16-05 \$754,500; 17-21 \$989,750 and 19-20 \$1,536,160 shall be abated in its entirety.

*Section 2. Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the Clerk of the Board shall file a certified copy hereof with the County Clerk and it shall be the duty of the County Clerk to abate said taxes levied for the year 2019 payable 2020 in accordance with the provisions hereof.

*Section 3. Effective Date.* This ordinance shall be in full force and effect forthwith upon its adoption.

Adopted this \_\_\_\_ day of April, 2020, by roll call vote as follows:

Ayes:

Nays:

Absent:

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Chairman of the  
County Board of  
County of Kendall, Illinois

ATTEST:

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County Clerk  
County of Kendall, Illinois

(SEAL)

**ORDINANCE NO. 2020-\_\_\_\_\_**  
**AMENDING ORDINANCE NO. 99-34**

**AN ORDINANCE REGULATING THE RETAIL SALE OF ALCOHOLIC LIQUORS  
OUTSIDE THE CORPORATE LIMITS OF ANY CITY, VILLAGE OR  
INCORPORATED TOWN IN KENDALL COUNTY, ILLINOIS**

To the end that the health, safety and welfare of the People of Kendall County shall be protected and temperance in the consumption of alcoholic liquors shall be fostered and promoted by sound and careful control and regulation of the sale of alcoholic liquor in Kendall County:

BE IT RESOLVED by the Kendall County Board, State of Illinois that hereafter the sale, keeping for sale, or offering for sale of alcoholic liquors in all of the territory which lies outside of the corporate limits of any City, Village or Town and lying within the corporate limits of said Kendall County, Illinois shall be subject to the following regulations:

**ARTICLE I**

Section 1: Whenever reference is herein made to the “State Law” it shall mean and refer to an Act of the General Assembly of the State of Illinois, entitle “Liquor Control Act of 1934”, approved January 31, 1934, as amended.

Section 2: Unless the context otherwise required all other words and phrases used herein shall have the same meaning as the same or similar words or phrases defined and used in said Act entitled, “Liquor Control Act of 1934”, approved January 31, 1934, as amended.

**ARTICLE II**  
**LICENSES REQUIRED**

Section 1: No person shall sell, furnish, deliver, solicit or receive orders for, keep or expose for sale at retail, or keep with intent to sell, or furnish any alcoholic liquor for beverage purposes for sale at retail in any of the territory lying outside of the corporate limits of any City, Village or Town lying within the corporate limits of said County of Kendall, State of Illinois without first having a valid license issued by the Liquor Control Commissioner of Kendall County, as hereinafter provided and a valid license issued by the Illinois Liquor Control Commissioner.

**ARTICLE III**  
**LICENSE CLASSIFICATION**

Section 1: The classification of licenses authorized to be issued under this Ordinance shall be as follows:

a) Class “A” License which shall authorize the retail sale, on the premises specified, of all kinds of legalized alcoholic liquor for consumption on the premises and retail sales of alcoholic liquors by original package for consumption off the premises.

b) Class “B” License which shall authorize the retail sale, on the premises specified, of all kinds of legalized alcoholic liquor for consumption on the premises, and the retail sale of package beer only to members of the licensee. Class “B” licenses shall be issued only to Clubs as defined in “Liquor Control Act of 1934”, approved January 31<sup>st</sup>, 1934, as amended, and as provided in this Ordinance, as amended.

c) Class “C” License which shall authorize the retail sale, on the premises specified, of all kinds of legalized alcoholic liquor by original package for consumption off the premises.

d) Class “D” License which shall authorize the retail sale, on the premises specified, of beer and wine by original package for consumption off the premises.

e) Class “E” License which shall authorize the retail sale, on the premises specified, of all kinds of legalized alcoholic liquor for consumption on the premises requiring service, thereof, at tables in conjunction with the primary function of serving food to the public in said premises.

f) Class “F” License which shall authorize the retail sale, on the premises specified, of beer and wine for consumption on the premises, requiring service, thereof, at the tables in conjunction with the primary function of serving food to the public in said premises.

g) Class “G” Licenses which authorize the retail sales on the premises specified of beer and wine only for a limited time, which shall be identified on the license as valid for either 24, 48, or 72 hours by such not for profit corporations or organizations which provide adequate proof to the Commissioner of the following:

1. Continuous existence in the community for a period of 5 years preceding the application.
2. Internal Revenue reports or such other information as requested by the Commissioner to verify the not for profit status of the corporation or organization.

Such licenses when issued shall be issued within 7 days of its authorized commencement date, and shall automatically expire 24-48-72 hours thereafter as noted on the license. A not for profit corporation or organization shall not receive more than four (4) Class “G” licenses during a 12 month period. For purposes of this subsection, the 12 month period shall begin on January 1 and end on December 31 of each calendar year. (Amended 5/18/2010)

Applicants for a Class “G” License must file the application for said license no less than 30 days prior to the anticipated effective date of said license. Despite the provisions of this Ordinance, no public hearing shall be required prior to the issuance of a Class “G” License.

h) Class “H” Licenses which authorize the retail sale, on the premises specified, of beer and wine only for consumption on the premises and retail sales of beer and wine only by original package for consumption off the premises.

i) Class “I” Licenses which shall authorize the retail sale of alcoholic liquor within the County by a “caterer” as defined in the Liquor Control Act of 1934 as amended on the premises owned by the Kendall County Forest Preserve District commonly known as “Ellis House” and the “Meadowhawk Lodge” for consumption within 250 feet of the “Ellis House” and the “Meadowhawk Lodge” buildings owned by the Forest Preserve District during times when food is dispensed for consumption within 250 feet of the building from which food is dispensed and only as an incidental part of food service that serves prepared meals, which excludes the serving of snacks as the primary meal for private and public functions. Liquor shall not be served nor shall it be consumed inside horse stables of these Forest Preserve District properties. Licensee shall provide proof of general and liquor liability insurance which shall name the Kendall County Forest Preserve District as an additional insured. Sale of alcoholic liquor to the licensee shall only be made at the registered office of the licensee. A Class “I” License shall authorize the holder to engage in the retail sale of alcoholic liquor as described above at both the “Ellis House” and the “Meadowhawk Lodge” without the need to apply for separate licenses.

All those already holding a Class “I” license at the time of the enactment of this 2012 revision shall automatically have the right to utilize the license at both the “Ellis House” and the “Meadowhawk Lodge”, in the same manner as if they were obtaining the license after the revision date. Further, All Class “I” licenses currently held at the time of the 2012 revision shall expire at the current expiration date displayed on such licenses and thereafter have to be renewed as set forth in this Ordinance.

j) Class “J” Licenses which authorize the retail sales on the premises specified of all kinds of legalized alcoholic liquor by such not for profit corporations or organizations which provide adequate proof to the Commissioner of the following:

1. Continuous existence in the community for a period of 5 years preceding the application.
2. Internal Revenue reports or such other information as requested by the Commissioner to verify the not for profit status of the corporation or organization.

Such license shall limit the number of days all kinds of legalized alcoholic liquor may be sold on the premises to 75 calendar days each calendar year. For purposes of this subsection, the calendar year shall begin on January 1 and end on December 31 of that same year. The Licensee shall submit a list of each day the liquor license was used and nature of event to the Liquor Control Commissioner 30 days after the end of the calendar year.

k) Class “K” License which shall authorize the retail sale, on the premises specified, of all kinds of alcoholic liquor for Craft Brewers/Craft Distillers, when such liquor has been manufactured on the premises, for consumption on the premises and shall authorize the retail sale of all kinds of alcoholic liquor, when such liquor has been manufactured on the premises, for consumption off the premises. Class "K" licensees may conduct limited beer and liquor tasting activities on the premises.

A Craft Distiller under this license shall be allowed to manufacture of up to 15,000 gallons of spirits by distillation per year and a Craft Brewer may only manufacture up to 465,000 gallons of beer per year. These amounts may be increased/reduced pursuant to amendment of the State Liquor Control Act of 1934.

The Class “K” License does not permit the retail sale, either for consumption on the premises or off the premises, of any alcoholic liquor that has been purchased at wholesale nor does the Class “K” License permit the retail sale, either for consumption on the premises or off the premises, of any alcoholic liquor that has been manufactured off the premises.

Section 2: All licenses shall be signed by the Liquor Control Commissioner of Kendall County, and shall thereon the class or classification for which issued, and shall state thereon the name of the licensee, the address and description of the premises for which granted, together with the date of issuance and expiration thereof. Every renewed license shall be in all respects identical with the original or first license.

Section 3: A retailer’s license shall allow the licensee to sell and offer for sale at retail, on the premises specified in such license, alcoholic liquor for use or consumption, but not for resale.

Section 4: All licenses issued hereunder are limited in use to the premises specified in said licenses and upon cessation in possession thereof, by the licensee, said license shall immediately be rendered null and void.

#### ARTICLE IV LICENSE FEES

Section 1: The annual license fees for each of the classes of licenses authorized by this Ordinance to be issued are hereby fixed in the following amounts:

Class “A”	\$2,000.00
Class “B”	\$ 300.00
Class “C”	\$2,000.00
Class “D”	\$2,000.00
Class “E”	\$2,000.00
Class “F”	\$1,300.00
Class “G”	\$ 100.00
Class “H”	\$2,000.00

Class "I"	\$ 100.00
Class "J"	\$ 300.00
Class "K"	\$2,000.00

Section 2: Unless otherwise provided herein, all licenses issued hereunder shall be valid for a period of one (1) year from the date of issuance. No refunds shall be made for cancelled or surrendered licenses, nor shall any license issued hereunder be transferred, except as provided by the provisions of this Ordinance, or the Liquor Control Act of 1934, as amended.

Section 3: On application for a license hereunder, the applicant shall deposit with the Liquor Control Commissioner of Kendall County at the time he submits his application for a license hereunder, the fee as is in this Ordinance provided. This shall be by certified check, bank draft or money order made payable to the Liquor Control Commissioner of Kendall County.

#### ARTICLE V NUMBER OF LICENSES

Section 1: At the date of the adoption of this Ordinance, the maximum number of licenses for retail sale of alcoholic beverage is as follows:

Class "A" – 6	Class "F" – 0	Class "K" - 1
Class "B" – 3	Class "G" – No more than 4 during a 12 month period per qualified organization as outlined in Art. III Sec. 1(g).	
Class "C" – 2	Class "H" – 1	
Class "D" – 2	Class "I" – 10	
Class "E" – 0	Class "J" – 1	

In the event any license issued hereunder is surrendered, for any reason whatsoever, the maximum number of licenses authorized in that class is accordingly reduced by the number of licenses surrendered. No further licenses may be issued until action of the Kendall County Board appropriately increases the maximum number allowed.

#### ARTICLE VI APPLICATION FOR LICENSES AND RENEWALS

Section 1: Forms of application for a license under this Ordinance shall be furnished by the Liquor Control Commissioner of Kendall County, and applicants for a license under this Ordinance shall secure the necessary forms from said Liquor Control Commissioner and such application or applications shall be in writing and under oath and shall be filed with the Liquor Control Commissioner of Kendall County and shall contain the following information, viz:



- a) The names, date of birth, and address of residence of the applicant or any agent or manager who conducts the business in the case of an individual; in the case of a co-partnership, the names of all partners together with their ages and addresses; and in the case of a corporation or club, the corporate name, the date of incorporation, place of incorporation, the object for which the corporation was organized, the names and addresses of the officers and directors thereof; the name, age and address of any officer, manager, director or any stockholder of said corporation owning more than 5% of the stock in the said corporation and the exact percentage of stock so owned
- b) The citizenship of the applicant or any agent or manager who conducts the business, his place of birth and if naturalized citizen, the time and place of his naturalization.
- c) The location and description of the place of business where the applicant intends to conduct his business which shall include the legal description and mailing address thereof.
- d) Statement whether applicant or any agent or manager who conducts the business has made similar application for a similar other license on premises other than that described in his application and the disposition of such application.
- e) A statement whether applicant or any agent or manager who conducts the business has made any other application for liquor license in any other County in the State of Illinois, and if so, the disposition of such application.
- f) A statement whether a previous license by any state or subdivision thereof or by the Federal Government has been revoked and if so the reason therefore.
- g) A statement that the applicant or any agent or manager who conducts the business will not violate any of the laws of the State of Illinois or of the United States or of the laws or regulations set forth in this Ordinance in the conduct of his business.
- h) A statement that he has not received or borrowed money or anything of value and that he will not receive or borrow money or anything of value other than merchandising credit in the ordinary course of business for a period not to exceed thirty days as expressly permitted under 235 ILCS 5/6-5, directly or indirectly from any manufacturer, importing distributor or distributors, representatives of any such manufacturer, importing distributor or distributors nor to be a party in any way, directly or indirectly, to any violation by a manufacturer, distributor or importing distributor as set forth in 235 ILCS 5/6-5.
- i) If such application is made on behalf of a partnership, firm, association, club or corporation then the same shall be signed and sworn to be at least two members of such partnership or the President and Secretary of any such corporation. In the event that the applicant seeks a Class "B", "G" or "J" license, the applicant shall provide, at the time of application for the original license and any renewal thereof, written current verification the tax-exempt status of the applicant, a copy of the applicant's application for tax exempt status filed with the Internal Revenue Service, and the most recently filed tax return filed by the applicant. An applicant for a Class "B", "G", or "J" license which is itself not a tax-

exempt organization may still qualify for a Class “B”, “G”, or “J” license if it proves, to the reasonable satisfaction of the Kendall County Liquor Commissioner, that the applicant is wholly owned by a tax-exempt organization which meets the qualifications for a Class “B”, “G” or “J” license.

j) A statement that said applicant or any co-partner, except in the case of a club or corporation, is a resident of the County of Kendall stating the date the applicant acquired residence in the County of Kendall.

k) A statement as to whether or not the applicant, or in the event that the applicant is a partnership or corporation, any entity in which the applicant currently or previously held a 5% or more interest, has any unpaid fines in any court of the State of Illinois, for any violation of any law.

l) A statement that the applicant, or any agent or any manager who conducts the business is qualified to receive a license under the laws of the State of Illinois and that he will not violate nor permit any of his employees to violate any of the laws of the State of Illinois or of the United States or of this Ordinance in the conduct of his business and shall also state the name and address of the agent or manager in charge of any licensed premises if there be one.

m) A statement whether or not the proposed place of business is within 100 feet of any church, school (other than an institution of higher learning), hospital, home for aged or indigent persons or for veterans, their wives, or children or any military or naval station.

n) A statement as to whether or not the proposed location is within one-half mile of the territorial limits of any city, village or incorporated town in Kendall County.

o) If applicant does not own the premises for which a license is sought he shall exhibit a true copy of the lease for said premises for the full period for which the license is to be issued. Applicant shall also submit with his application the type of bond he proposed to furnish as is hereinafter required if granted a license.

p) A statement that no law enforcing public official, mayor, alderman, member of a city council or commission, president of a village board of trustees, or president or member of a county board has any interest in any way, directly or indirectly, in the operation of the business for which the license is sought.

q) A statement that the applicant is the beneficial owner of the business to be operated by the license.

r) A statement that the applicant, any partner, if a co-partnership, any officer, manager, director or shareholder, owning 5% or more of the stock in said corporation, has not:

1. Been convicted of:

- a) a felony under any State or Federal laws:
  - b) keeping a house of ill fame:
  - c) pandering or other crime or misdemeanor opposed to decency and morality;
  - d) violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, subsequent to Jan. 31, 1934 or has forfeited his bond to appear in court to answer for any such violation;
  - e) gambling offense as prescribed by any subsection of Section 28 of the Illinois Criminal code of 1961, as amended.
- 2. had a license issued under the Dram Shop Act revoked for cause;
  - 3. been issued a federal gaming device stamp or a federal wagering stamp by the Federal Government for the current tax period.
- s) Statement that the premises in which the license is to be used has not had a federal gaming device stamp or a federal wagering stamp issued for the current tax period.
- t) Statement if the applicant is a corporation, that no officer, manager, director of stockholder owning more than 20% of the stock in the corporation has been issued a federal gaming stamp or a federal wagering stamp for the current tax period.
- u) In the event that any of the information required to be provided pursuant to this Article should change during the duration of the said license, the Licensee shall notify the Commissioner of such change as soon as practicable, but in any event no later than 72 hours after the said change takes effect.
- v) In the event that the premises for which the license is proposed to be issued is licensed by any state or local health department, proof of said valid license and current health inspection results shall be provided at the time of application. In the event that said licensure by the local or state health department should lapse or terminate for any reason, the licensee shall immediately notify the Commissioner of the same, and in no event shall said notice be delayed form more than 24 hours.

Section 2: All applications to the Liquor Control Commission shall be filed in duplicate in the Office of The County Clerk of Kendall County (amended January, 2018), Illinois and shall be accompanied by the full amount of the license fee required to be paid for the class of license applied for. All checks or money orders shall be made payable to the Liquor Control Commissioner of Kendall County, Illinois.

Section 3: At the time of the filing of any application for a license under this Ordinance, except Class “G” Licenses, the applicant shall file a Notice of Intent to Seek Liquor License, on a form to be provided to the applicant by the Commissioner, which Notice shall be published, in a paper of general circulation in Kendall County, at least once, and which Notice shall contain the date, time and location of the public hearing required prior to the issuance of said license. Said publication shall take place no less than 7, or more than 15 days prior to the date of the scheduled public hearing required by the terms of this Ordinance. Said publication cost shall be paid by the applicant.

Section 4: Every renewal license shall be in all respects identical with the original or first license and applications for renewal licenses shall be made in the same manner except that a statement shall be endorsed on the face of the renewal application that such application is for renewal and the hearing process shall be excused upon such renewal application. (amended May, 2006) Submittal of renewal applications must be received in the office of The County Clerk (amended January, 2018) no less than 30 days prior to the expiration of the license. Failure to meet submittal deadlines could result in a lapse of liquor license, failure to renew the liquor license and/or a fine pursuant to statute.

Section 5: Prior to the determination to grant or deny the issuance of any new license, or the determination as to whether to permit the transfer of a license to a different location, except Class “G” Licenses, a public hearing shall be held by the Commissioner, at a date, time and location as identified by the Commissioner. Public notice of said hearing shall be given by means of the publication required in Section 3 herein. The applicant shall also give notice of said public hearing by mailing a copy of said Notice to the owners of all property located within 250 feet of the subject premises, which notice shall be mailed certified mail, return receipt requested. At the time of said hearing, the applicant shall provide proof of the mailing of said notices to the Commissioner, as well as a listing of all persons so notified. For the purposes of this paragraph, the mailing of a notice to the individual receiving the current real estate tax bill, as shown by the records of the Kendall County Supervisor of Assessments shall constitute notice to the “owner” of each premises.

Section 6: The Liquor Control Commissioner of Kendall County shall grant or refuse to grant the application within forty-five days after the required public hearing has been held, and all required documentation has been received by the Commissioner, including any required background or fingerprint checks. The costs of any required background check, including fingerprint checks, shall be paid by the applicant.

Section 7: All original or renewal applications for liquor licenses shall be accompanied with proof of completion of a state certified beverage alcohol sellers and servers education and training (BASSET) program for all personas who sell or serve alcoholic liquor, all management personnel working on the premises, and anyone whose job description entails the checking of identification for the purchase of alcoholic liquor, pursuant to that license. Class “G”, “I” or “J” licensees must have a BASSET trained person on the premises during an event. Class “G” or “I” licensees must provide the name and proof of BASSET training for that person when applying for a Class “G” or “I” license.

Section 8: A “state certified BASSET program” shall be defined as a BASSET program licensed by the State of Illinois Liquor Commission as required by 235 ILCS 5/3-12(11.1). All licensed BASSET providers shall be required to have on file all licenses and certificates to prove current qualifications and provide a certificate of course completion and a card to participants as proof of completion. A photocopy of certificates of completion for all owners, managers, employees, or agents required to have BASSET training shall be maintained on the premises in a manner that will allow inspection, upon demand, by any designee of both the State of Illinois or County of Kendall.

Section 9: Any new owner, manager, employee or agent requiring BASSET training, shall within ninety (90) days from the beginning of their employment with that licensee, complete an Illinois Liquor Control Commission BASSET approved seller/server training program and shall until completion of the BASSET program work under the supervision of a person who has completed BASSET training.

## ARTICLE VII LICENSE PROHIBITIONS

Section 1: No license under this Ordinance shall be issued to:

- a) a person who is not a resident of the County of Kendall;
- b) a person who is not a good character and reputation in the community in which he resides;
- c) a person who is not a citizen of the United States;
- d) a person who has been convicted of a felony under any Federal or State law, unless the State Liquor Control Commission, after investigation, determines that said applicant has been sufficiently rehabilitated to warrant public trusts;
- e) a person who has been convicted of being the keeper of, or is keeping a house of ill fame;
- f) a person who has been convicted of pandering or other crime or misdemeanor opposed to decency or morality;
- g) a person who license issued under this Ordinance, or any prior similar Ordinance of Kendall County, has been revoked for cause;
- h) a person who at the time of application for renewal of a license issued hereunder would not be eligible for such license upon a first application;
- i) a partnership, unless all of the members of such partnership shall be qualified to obtain a license, except that only one of the partners shall be required to meet the residency requirement imposed by this ordinance;

- j) a corporation, of any officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation would not be eligible to receive a license hereunder for any reason other than citizenship and residence with the County of Kendall;
- k) a corporation, unless it is incorporated in Illinois, or unless it is a foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois;
- l) a person who has been convicted of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, or shall have forfeited his bond to appear in court to answer charges for any such violation;
- m) a person who does not beneficially own the premises for which a license is sought or does not have a lease thereon for the full period for which the license is to be issued;
- n) any law enforcing public official, any mayor, alderman or member of a city council or commission, any president of the village board of trustees, any member of a village board of trustees or any presiding officer or member of a County Board; and no such official shall be interested in any way either directly or indirectly in the manufacture, sale or distribution of alcoholic liquor, pursuant to any license issued under this Ordinance;
- o) any person who is not a beneficial owner of the business to be operated by the licensee;
- p) any person to who a Federal gaming device stamp or a Federal wagering stamp has been issued by the Federal Government for the current tax period;
- q) a co-partnership to which a Federal gaming device stamp or a Federal wagering stamp has been issued by the Federal Government for the current tax period or if any of the partners have been issued a Federal gaming device stamp or Federal wagering stamp by the Government for the Current tax period;
- r) a corporation, if any officer or manager or director thereof or any stockholder owning on the aggregate more than twenty (20) percent of the stock of such corporation has been issued a Federal gaming device stamp or a Federal wagering stamp;
- s) any premises for which a Federal gaming device stamp or a Federal wagering stamp has been issued by the Federal Government for the current tax period;
- t) any person who has not furnished a bond as is required by this Ordinance;

- u) a person who has been convicted of a gambling offense as prescribed by any subsection of Section 28 of the Illinois Criminal Code of 1961.

Section 2: No license shall be issued for the sale at retail of any alcoholic liquor within one hundred (100) feet of any church, school (other than an institution of higher learning), hospital, home for aged or indigent persons or for veterans, their wives or children, or any military or naval station; provided, that this prohibition shall not apply to the renewal of a license for the sale at retail of alcoholic liquor on the premises within one hundred (100) feet of any church where such church has been established within such a one hundred (100) feet since the issuance of the original license.

Section 3: No license shall be issued to any person for the sale at retail of any alcoholic liquor at any store or other place of business where the majority of customers are minors of school age, or where the principal business transacted consists of school books, school supplies, food and drinks for such minors.

## ARTICLE VIII BOND AND INSURANCE REQUIREMENTS

Section 1: Every licensee hereunder shall furnish a bond to the County of Kendall executed by such licensee and by good and sufficient corporate surety to be approved by the Local Liquor Control Commissioner, which bond shall be in the same amount as the License Fee imposed for the issuance of said license as identified in Article IV herein, and conditioned that the licensee shall faithfully observe and conform to the State law and to all of the provisions of this Ordinance and any and all amendments hereafter passed during the period of said license, and conditioned further for the payment of any and all fines or penalties levied or assessed against such licensee for the violation of any of the terms and conditions of this Ordinance and of any amendments thereto or of the State law and shall be further conditioned that the licensee will pay all the necessary costs and charges incurred by reason of any complaint filed for the revocation of a license herein by the Local Liquor Control Commissioner or by anyone person entitle to file such complaints before the Local Liquor Control Commissioner, as provided for in this Ordinance where the same is occasioned by any violation under the terms and provisions of this Ordinance or of the State law by said licensee, and no license shall be issued by the Local Liquor Control Commissioner until such bond has been fully executed by the principal and surety or sureties and duly approved by such Local Liquor Control Commissioner. The amount of bond required for a Class “G”, “I” or “J” License shall be a minimum of \$500.00.

Section 2: No license shall issue, nor be renewed, to any applicant unable to furnish evidence of dram shop liability insurance, in the form of a certificate of insurance, issued by an insurance company that is authorized to do business in the State of Illinois, insuring the applicant, and the owner or lessor of the premises in at least the amount of \$500,000 per occurrence.

## ARTICLE IX HOURS OF PROHIBITED SALE

Section 1: No licensee hereunder, with the exception of Class A licensees and Class B licensees, shall sell or offer for sale at retail any alcoholic liquor or furnish or give away or allow or permit the same to be consumed on the licensed premises or any other premises under the control directly or indirectly of the licensee during the following hours:

a) One o'clock A.M. and Six o'clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every day from Monday to Saturday of every week.

b) One o'clock A.M. and Ten o'clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every Sunday.

Section 2: No Class A licensee or Class B licensee shall sell or offer for sale at retail any alcoholic liquor or furnish or give away or allow or permit the same to be consumed on the licensed premises or any other premises under the control directly or indirectly of the licensee during the following hours:

a) One o'clock A.M. and Six o'clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every day from Monday to Friday of every week.

b) Two o'clock A.M. and Six o'clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every Saturday.

c) Two o'clock A.M. and Ten o'clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every Sunday.

d) Two o'clock A.M. and Six o'clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every holiday of Memorial Day, Fourth of July, Labor Day, Thanksgiving, and New Year's Day. If the Fourth of July or New Year's Day occur on a Sunday in any given calendar year, the hours of prohibited sale shall be between Two o'clock A.M. and Ten o'clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, for that particular occurrence.

Section 3: The local Liquor Control Commissioner may on special occasions extend the time during which a licensee may remain open. Said extensions shall be at the sole discretion of the local Commissioner.

## ARTICLE X GENERAL REGULATIONS

Section 1: It shall be unlawful for licensee hereunder to directly or indirectly receive any financial aid or assistance or to receive as a loan or lease of otherwise any furnishing, fixture, or equipment on the premises of a place of business from any manufacturer,



distributor or importing distributor of alcoholic liquors and it shall be equally unlawful for any such licensee to allow any manufacturer, distributor or importing distributor or alcoholic liquors, directly or indirectly, to be interested in the ownership, conduct or operation of the business of any licensee under this Ordinance, and it shall be, also equally unlawful for any licensee hereunder to permit or allow any manufacturer, distributor or importing distributor to be interested directly or indirectly or as owner or part owner of said premises described in the license or as lessee or lessor thereof.

Section 2: It shall be unlawful for any licensee hereunder to allow or permit any person engaged in the business of manufacturing importing or distributing alcoholic liquors to pay for or advance, furnish, or lend money, directly or indirectly, for the payment of such license.

Section 3: It is unlawful for any person including but not limited to any licensee or any associate, member, representative, agent, or employee of such licensee to sell, give, deliver or serve any alcoholic beverage to any person under the age of 21 years or to any intoxicated person or to any person known to be a spendthrift, insane, mentally ill, mentally deficient or a habitual drunkard.

Section 4: It shall be unlawful for any person under the age of 21 years to purchase, accept or procure or to attempt to purchase accept or procure any alcoholic beverage from any liquor dealer or from any other person.

Section 5: It shall be unlawful for any person to order, to purchase or in any manner to obtain any alcoholic beverage for another person under the age of 21 years. It shall be illegal for any person to sell, give or deliver any alcoholic liquor to another person under the age of 21 years. It shall be illegal for any person to directly or indirectly have any alcoholic beverage sold, given or delivered to another person less than 21 years of age or to permit the sale, gift or delivery of any alcoholic beverage to another person less than 21 years of age.

Section 6: It shall be unlawful for any person to who the sale, gift, delivery or service of any alcoholic liquor is prohibited because of age to consume or to possess in any manner, including by consumption, any such alcoholic liquor, except as otherwise provided by law. The violation referred to in this Section which relates to the possession of alcohol after it has been consumed may be identified as the “Illegal Possession of Alcohol by Consumption” or by the number of the Chapter and Section of this Ordinance. This violation may be proven by evidence which indicates that the breath of the person charged with such offense has a smell associated generally or specifically with any alcoholic liquor and no additional evidence relating thereto shall be necessary to find the Defendant to be in violation of this Ordinance. It shall not be necessary to show that the person charged with an offense hereunder was at the time in question under the influence of any alcoholic liquor in any manner, but such evidence shall be admissible to prove a violation of this Ordinance.

The possession and dispensing or consumption by a person under the age of 21 years of an alcoholic beverage in the performance of a religious service or ceremony or the consumption of alcoholic liquor by a person under the age of 21 years under the direct supervision and direct approval of the parents or parent of such person in the privacy of a home is not prohibited by the Ordinance, and this provision shall be considered only as a defense for which the burden of proving that it applies to and was reasonably relied upon in a particular case shall be on the person charged with an offense under this Section.

Section 7: It shall be unlawful for any intoxicated persons or any person under the age of 21 years to be or remain in any premises which are licensed hereunder except that any person under the age of 21 years may be or remain on the premises:

- 1) If accompanied by his or her parents(s) or legally appointed guardian; or
- 2) If more than 50% of the gross business income received therein results from the sale of services or commodities other than alcoholic liquor; or
- 3) If legally employed by the license holder of the premises and if the person is actively performing his/her duties as a legal employee at the time in question. Employees of the licensee under age 21 shall not draw, mix, pour, nor sell alcoholic beverages, but may carry and deliver said beverages to the patron for consumption.
- 4) If the premises has a Class “G”, “I”, or “J” license pursuant to this ordinance.

Section 8: The Defendant/Respondent in any court or administrative hearing shall have the burden of proving as a defense that subparagraphs (1), (2), or (3) of the preceding Section 7 apply to the case and the prosecutor shall have no responsibility to prove that any of said exceptions do not apply herein.

Section 9: If a licensee or any officer, associate member, representative, agent or employee of such licensee believes or has any reason whatsoever to suspect or believe that the sale, gift, delivery or service to a prospective recipient of any alcoholic liquor is prohibited by this Ordinance because of the age of such person, he/she shall demand written evidence, and may not rely on oral evidence, of the prospective recipient’s age and identity before making such sale, gift, delivery or service.

Any person from whom such written evidence is demanded shall forthwith display his/her motor vehicle operator’s license, federal selective service card, federal armed forces identification card or other written and photographic evidence of age and identity issued by a public officer in the performance of his official duties.

If any person fails to present such written evidence, he/she shall be considered to be an under age person who is not entitled to any such alcoholic liquor. However, if such written and photographic evidence of age and identity is produced and shows the prospective

recipient to be of the age required to purchase such alcoholic liquor and if such a sale, gift, delivery or service of alcoholic liquor is made in reasonable reliance thereon, the licensee and his representatives shall not be subject to the penalty provision of this Ordinance.

The burden of proving that a demand of written and photographic evidence of the age and identity was made, that such written and photographic evidence was shown, the content of the written photographic evidence presented, and the reasonableness of the reliance thereon shall be on the person charged with an offense under this Ordinance.

Section 10: It shall be unlawful for any person whomsoever to present or offer to any licensee or to any officer, associate, member, representative, agent, or employee of a licensee or to any other person any written, printed or photo static evidence of his/her age and identity or that of any other person which is false or fraudulent, for the purpose of ordering, purchasing, attempting to purchase, or otherwise procuring or attempting to procure any alcoholic liquor of any kind or description in violation of this Ordinance, or to have in his/her possession any false or fraudulent written, printed or photo static evidence of age and identity.

Section 11: No person shall sell or furnish alcoholic liquor at retail to any person on credit, or order on a store, or in exchange for any goods, wares or merchandise, or in payment for any services rendered, provided, that nothing herein contained shall be construed to prevent any club receiving a license under this Ordinance, from permitting checks or statement for alcoholic liquor to be signed by members or bona fide guests of members and charged to the account of such members or guests in accordance with the by-laws of said club; and provided further, that nothing herein contained shall be construed to prevent any hotel from permitting checks or statement for liquor to be signed by regular guests residing at said hotel and charged to the accounts of said guests.

Section 12: It shall be unlawful for any licensee to sell, offer for sale or furnish any alcoholic liquor to any person or persons or patron or patrons in what is generally known as curb service. Free dispensing of alcoholic liquor by any licensee is hereby prohibited and unlawful.

Section 13: It shall be unlawful to keep open for business or to admit the public or patrons or customers or persons to any premises licensed under this Ordinance for the retail sale of alcoholic liquor during the hours within which sale of such liquor is prohibited, or to permit or allow person, patrons, or customers to remain in or about the licensed premises during the hours designated within which the sale and consumption of alcoholic liquors is prohibited on the licensed premises; provided however, that restaurants, clubs, drug stores and hotels may keep their places of business open, subject only to the provisions that no sale at retail of alcoholic liquors or the consumption by patrons or customers or by the public of alcoholic liquors shall be permitted or allowed on said licensed premises during the hours prohibited.

Section 14: Whenever any licensee hereunder shall sell or otherwise dispose of the business conducted on the licensed premises, said licensee shall, with 5 days thereafter,

cause a notice in writing of such fact to be delivered to the Local Liquor Control Commissioner of said Kendall County. Said statement shall contain full information concerning the same, including the date of such date or disposal of said business and the name of the purchaser, if any. Upon the occurrence of any of the foregoing the license issued hereunder shall be surrendered to the Liquor Control Commission, providing that the Liquor Control Commissioner in his discretion may permit the licensee to maintain said license upon the following circumstances, viz: remodeling, casualty act of God or other business interruption deemed by the Commissioner to be beyond the control of the licensee. The commissioner is further authorized to approve assignment of said license to a qualifying purchaser. Failure on the part of the licensee to comply with the provisions of this shall subject said licensee to a fine of not less than One Hundred Dollars (\$100.00) and not more than Five Hundred Dollars (\$500.00) or by imprisonment in the County Jail for not less than Thirty (30) days nor more than four (4) months and such penalties as herein provided in this Section shall be in addition to any such penalties mentioned in this Ordinance for violation of any of the term and provisions thereof.

Section 15: It shall be the duty of every person licensed hereunder to keep complete and accurate records of all sales of liquor, wine or beer, which said records shall be produced by the person holding such a license at the request of the Local Liquor Control Commissioner.

Section 16: All premises and equipment and utensils or paraphernalia used for the retail sales of alcoholic liquor, or for the storage of such liquor for sale purposes, shall be kept in a clean and sanitary condition and shall have running water at any service bar for the purpose of washing and cleaning dishes and glasses and other utensils used in and about the serving of alcoholic liquors, and every licensee hereunder shall install and maintain clean and sanitary toilets or toilet rooms for both sexes and shall keep the licensed premises in full compliance with the State law regulating the conditions of premises used for the storage or sale of food for human consumption. The provisions of this paragraph may be modified by the Commissioner as deemed appropriate by the Commissioner for Class “G” and “J” Licenses.

Section 17: It shall be unlawful to employ in any premises used for the retail sale of alcoholic liquor any person who is afflicted with, or who is a carrier of, any contagious, infectious or venereal disease, and it shall be unlawful for any person who is afflicted with or a carrier of any such disease to work in or about any premises or to engage in any way in the handling, preparation or distribution of such liquor.

Section 18: It shall be unlawful for any licensee hereunder to permit or allow any lewd persons or any prostitutes to remain in and about any licensed premises or to allow or permit any soliciting to prostitution or lewdness, idleness, gaming, gambling, fornication or other misbehavior to be conducted on said licensed premises, or to permit or allow any slot machines or other devices used for gambling purposes, to be or to remain in or on or about the licensed premises, with the exception of those properly licensed locations and video gaming terminals as are allowed pursuant to the Illinois Video Gaming Act (230 ILCS 40/1 *et seq.*).

Section 19: It shall be unlawful for any licensee to allow person in a drunken condition to remain upon or loiter in and around any licensed premises or to harbor, conceal, aid or assist any person who has committed any criminal offense against the laws of the State of Illinois, or to refuse to aid or assist the law enforcing officers of Kendall County in the apprehension of person accused of or suspected of crime.

Section 20: All places where alcoholic liquor is sold in violation of any of the provisions of this Ordinance shall be taken and held to be and are hereby declared to be common nuisances and may be abated as such.

Section 21: All license fees received by the Local Liquor Control Commission shall be paid over to the County Treasurer and credited to the general fund of the County.

Section 22: It shall be unlawful to permit the following kinds of conduct on the premises:

- a) The performance of act, or simulated act of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts;
- b) The actual or simulated exhibition, touching, caressing or fondling of the breast, buttocks, pubic hair, anus, vulva, or genitals.

Section 23: In the event of the death of the named license holder, said license shall lapse, and be of no further effect. Any license which is not used for a period of sixty (60) consecutive days shall be deemed to have lapsed due to such non-use. Any license which has lapsed as defined by this paragraph will be of no further effect unless written waiver of such lapse is granted by the Commissioner, after a hearing held to evaluate the reason for such lapse.

Section 24: A certified court reporter or certified shorthand reporter shall keep a record of all hearings held under the provisions of this Ordinance. The cost of such court reporter shall be paid by the applicant or licensee who is the subject of the proceeding. Any appeal taken from a decision of the Commissioner pursuant to the terms of this Ordinance shall be reviewed on the record of the hearing at which the decision was rendered as taken by and prepared by the certified court reporter or certified shorthand reporter.

Section 25: Any license issued pursuant to this Ordinance shall specifically identify the location of the authorized premises for the license, and such premises shall be sufficiently identified on the license to make such premises readily identifiable.

Section 26: The Kendall County State's Attorney shall be authorized to prosecute any violations of this Ordinance.

Section 27: No applicant will be entitled to a refund for an unused license for any reason once a license has been issued.

## ARTICLE XI FINES AND PENALTIES

Section 1: Whoever violates any of the provisions of this Ordinance shall, upon conviction, be punished by a fine of not less than One Hundred (\$100.00) Dollars, nor more than Five Hundred (\$500.00) Dollars or by imprisonment in the County jail for not less for not less than Thirty (30) days nor more than Six (6) months or by both such fine and imprisonment; and a separate offense shall be deemed committed on each day during, or on which, a violation occurs, or continues to occur. In addition to the foregoing, to the extent permitted by the “State Law”, whoever violates the provisions of this Ordinance may be required to pay reasonable reimbursement to Kendall County for the expenses of investigating and prosecuting such violation.

## ARTICLE XII ADMINISTRATION

Section 1: The Chairman of the Kendall County Board shall be the Local Liquor Control Commissioner of said County, and he shall be charged with the administration of this Ordinance. Provided, however, that the authority and jurisdiction of said Local Liquor Control Commissioner shall extend only to that area of Kendall County which lies outside of the corporate limits of the cities, villages and incorporated towns therein, and shall, under no circumstances, extend to any area where the people of any local political subdivision have voted to prohibit the sale of alcoholic liquors in accordance with the terms and provisions of the State law governing the same.

Section 2: Said Local Liquor Control Commissioner of said County may appoint a person or persons to assist him in the exercise of the powers and the performance of the duties herein provided for such Local Liquor Control Commissioner or he may appoint members of the Kendall County Board on a committee to be known as the Local Liquor Control Committee which Committee may assist him in the exercise of he powers and the performance of the duties provided for by this Ordinance.

Section 3: Said Local Liquor Control Commissioner shall have the power to appoint or employ such clerks and other employees as may be necessary to carry out the provisions of this Ordinance, or to perform the duties and exercise the powers conferred by this Ordinance upon the Local Liquor Control Commissioner.

Section 4: Said Local Liquor Control Commissioner shall not appoint or employ any clerks or other employees who have been convicted of any violation or any Federal or State law concerning the manufacture or sale of alcoholic liquor prior to or subsequent to the passage of this Ordinance or who has paid a fine or penalty in settlement of any prosecution against him for any violation of such laws, or shall have forfeited his bond to appear in court to answer charges for any such violation, nor shall any person be appointed who has been convicted of a felony.

Section 5: No person shall be appointed to act on said Local Liquor Control Commission who may directly or indirectly, individually or as a member of a partnership, or as a shareholder or a corporation, have any interest, whatsoever, in the manufacture, sale or distribution of alcoholic liquor, nor receive any compensation or profit there from, nor have any interest, whatsoever, in the purchases or sales made by the persons authorized by this Ordinance, or to purchase or to sell alcoholic liquor as provided for in the State law governing the same.

Section 6: The office of the Local Liquor Control Commissioner shall be in the Office of The County Clerk (amended January, 2018), in the Kendall County Office Building, Yorkville, Illinois or in such other place as the County Board shall designate.

Section 7: The Local Liquor Control Commissioner of said County of Kendall shall keep a record of the proceedings, transactions, communications and official acts of himself and any commission appointed by him, which said books and records shall be kept and maintained in the office of the Liquor Control Commissioner of Kendall County.

Section 8: The Local Liquor Control Commissioner shall be paid the sum of One Thousand Two Hundred (\$1200.00) Dollars per annum and mileage as provided by ordinance for county officers. The member or members of any committee or person or persons appointed by the said Commissioner to assist him in the exercise of the powers and performance of the duties herein provided for, shall receive the sum of Twenty Five (\$25.00) Dollars, and mileage as aforesaid for each day actually spent in the performance of duties.

Section 9: The Local Liquor Control Commissioner and all clerks and employees of said Local Liquor Control Commissioner shall be reimbursed for any disbursements incurred or made by them in the discharge of their official duties.

Section 10: All charges or expenses or claims or demands incurred either by or against or in behalf of the Local Liquor Control Commissioner by reason of anything or matter in this Ordinance contained, shall be claims against Kendall County, and shall be presented and paid or disallowed in the same manner as other claims against Kendall County are allowed and paid or disallowed.

### ARTICLE XIII POWERS OF LOCAL LIQUOR CONTROL COMMISSIONER

Section 1: The Liquor Control Commissioner of Kendall County, Illinois shall have all the powers and authority granted and delegated to Local Liquor Control Commissioners in the "State Law."

### ARTICLE XIV REVOCATION OR SUSPENSION OF LICENSE, FINES: APPEALS

Section 1: The Liquor Control Commissioner may suspend for not more than thirty days, or may revoke, any liquor license issued by him, or may impose a monetary fine as permitted as provided under Illinois law, if he determines that the licensee has violated any of the provisions of this Ordinance or any of the provisions of the State Law, or of any rule or regulation established by the Illinois State Liquor Control Commission which is not inconsistent with law.

Section 2: All proceedings for revocation or suspension of licenses issued by the Liquor Control Commissioner, and appeals there from shall be in conformance with the applicable provisions of State Law and this Ordinance.

## ARTICLE XV MISCELLANEOUS

Section 1: The articles, provisions and sections of this Ordinance shall be deemed to be separable and the validity of any portion of this Ordinance shall not affect the validity of the remainder.

Section 2: That all Ordinances or parts of Ordinances heretofore passed and adopted by the County Board of the County of Kendall and State of Illinois, relating to the retail sale, keeping the sale, or offering for sale of alcoholic liquors in all of the territory lying outside of the corporate limits of any city, village or town and lying within the corporate limits of said Kendall County, Illinois be, and the same are hereby repealed.

Section 3: This Ordinance, which shall be known as “Rules of the Liquor Control Commission, Kendall County, Illinois,” which comprise and are the rules of the said Liquor Control Commission, or any part thereof may be amended by Ordinance of the Kendall County Board by adoption thereof, at any regular or special meeting of said Board.



Section 4: This Ordinance and the regulations contained therein shall be in full force and effect on and after.

Adopted the 19<sup>th</sup> day of October, 1999, and amended this-21<sup>st</sup> Day April, 2020.

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County Chairman

Attest: \_\_\_\_\_  
County Clerk

Adopted: October 19, 1999  
Amended: January, 2004  
May 16, 2006  
May 18, 2010  
March 1, 2011  
June 7, 2011  
April 17, 2012  
December 4, 2012  
March 7, 2013  
September 2, 2014  
February 3, 2015  
July 21, 2015  
January 16, 2017  
January 16. 2018  
March 19, 2019  
April 21, 2020

<b>Kendall County Clerk</b>				
<b>Revenue Report</b>		<b>3/1/20-3/31/20</b>	<b>3/1/19-3/31/19</b>	<b>3/1/18-3/31/18</b>
<b>Line Item</b>	<b>Fund</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>
CLKFEE	County Clerk Fees	\$882.00	\$661.50	\$691.00
MARFEE	County Clerk Fees - Marriage License	\$750.00	\$810.00	\$870.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$55.00		
CRTCOP	County Clerk Fees - Certified Copy	\$1,412.00		
NOTARY	County Clerk Fees - Notary	\$295.00		
MISINC	County Clerk Fees - Misc	\$72.00	\$1,489.00	\$2,138.08
	County Clerk Fees - Misc Total	\$3,466.00	\$2,960.50	\$3,699.08
RECREE	County Clerk Fees - Recording	\$30,441.00	\$23,483.00	\$22,931.00
	Total County Clerk Fees	\$33,907.00	\$26,443.50	\$26,630.08
CTYREV	County Revenue	\$71,213.75	\$29,991.50	\$30,276.75
DCSTOR	Doc Storage	\$17,738.00	\$13,615.50	\$13,822.00
GISMAP	GIS Mapping	\$56,164.00	\$23,028.00	\$23,344.00
GISRCD	GIS Recording	\$3,744.00	\$2,880.00	\$2,918.00
INTRST	Interest	\$21.88	\$18.75	\$16.80
RECMIS	Recorder's Misc	\$533.50	\$2,826.00	\$2,277.00
RHSP	RHSP/Housing Surcharge	\$15,876.00	\$11,907.00	\$12,438.00
TAXCRT	Tax Certificate Fee	\$1,440.00	\$1,720.00	\$1,720.00
TAXFEE	Tax Sale Fees	\$160.00	\$220.00	\$731.00
PSTFEE	Postage Fees	\$111.20	\$143.43	\$453.56
CK # 18914	To KC Treasurer	\$200,909.33	\$112,793.68	\$114,627.19
Death Certificate Surcharge sent from Clerk's office \$1000.00 ck # 18912				
Dom Viol Fund sent from Clerk's office \$125.00 ck #18913				

# Office of Jill Ferko

Kendall County Treasurer & Collector  
111 W. Fox Street Yorkville, IL 60560

## **Kendall County General Fund**

### QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES FOR FOUR MONTHS ENDED 03/31/2020

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2020 YTD Actual</u>	<u>2020 YTD %</u>	<u>2019 YTD Actual</u>	<u>2019 YTD %</u>
Personal Property Repl. Tax	\$390,000	\$93,340	23.93%	\$72,171	19.51%
State Income Tax	\$2,300,000	\$805,924	35.04%	\$751,889	33.85%
Local Use Tax	\$700,000	\$333,068	47.58%	\$297,297	43.40%
State Sales Tax	\$550,000	\$242,840	44.15%	\$208,192	37.85%
County Clerk Fees	\$325,000	\$126,183	38.83%	\$89,345	27.49%
Circuit Clerk Fees	\$1,350,000	\$422,499	31.30%	\$168,249	21.03%
Fines & Foreits/St Atty.	\$300,000	\$110,687	36.90%	\$59,272	18.24%
Building and Zoning	\$68,000	\$27,418	40.32%	\$18,727	27.54%
Interest Income	\$200,000	\$85,396	42.70%	\$94,833	63.22%
Health Insurance - Empl. Ded.	\$1,266,656	\$385,635	30.45%	\$367,853	29.07%
1/4 Cent Sales Tax	\$3,105,000	\$1,116,582	35.96%	\$1,086,372	34.99%
County Real Estate Transf Tax	\$425,000	\$156,509	36.83%	\$110,608	26.03%
Federal Inmate Revenue	\$2,044,000	\$617,040	30.19%	\$645,825	39.90%
Sheriff Fees	\$170,000	\$98,324	57.84%	\$51,544	29.07%
<b>TOTALS</b>	<b>\$13,193,656</b>	<b>\$4,621,445</b>	<b>35.03%</b>	<b>\$4,022,178</b>	<b>33.28%</b>
<b>Public Safety Sales Tax</b>	<b>\$5,324,000</b>	<b>\$1,935,913</b>	<b>36.36%</b>	<b>\$1,919,414</b>	<b>36.77%</b>
<b>Transportation Sales Tax</b>	<b>\$6,000,000</b>	<b>\$1,935,913</b>	<b>32.27%</b>	<b>\$1,919,414</b>	<b>38.39%</b>

\*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 4 months the revenue and expense should at 33.32%

## EXPENDITURES

All General Fund Offices/Categories

<b>\$29,562,287</b>	<b>\$9,056,365</b>	<b>30.63%</b>	<b>\$8,289,871</b>	<b>29.00%</b>
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KENDALL COUNTY CORONER  
— JACQUIE PURCELL —

Description	**	March 2020	Fiscal Year-to-Date	March 2019
Total Deaths		30	131	21/98
Natural Deaths		28	122	20
Accidental Deaths		1	5	0
Pending		0	1	0
Suicidal Deaths		1	3	1
Homicidal Deaths		0	0	0
Toxicology		2	13	1
Autopsies		1	11	1
Cremation Authorizations		17	78	11/45
Scenes Responded to:		Transported by Coroner's Office:		External Examinations:
3		2		1

\*\*

(S):

1. 03/05/2020 – Montgomery – 92yo, Male, Asphyxiation Due to Hanging

(A):

2. 03/08/2020 – Oswego – 32yo, Male, Combined Drug [4-ANPP (Dispropionyl Fentanyl), Fentanyl and Alprazolam] Toxicity

**PERSONNEL/OFFICE ACTIVITY:**

1. On March 4, Coroner Purcell facilitated the 'Lights of Hope' support group for families and friends who have been impacted by an overdose related death.
2. On March 11, Coroner Purcell provided two presentations at Oswego East High School for Operation Impact
3. On March 11, Coroner Purcell provided a presentation at Oswego East High School for the Law Enforcement Class.
4. On March 12, Coroner Purcell provided two presentations at Oswego High School for Operation Impact.
5. On March 16, the Coroner's Office began the early stages of implementing changes regarding schedules, procedures, protocols in response to the COVID-19 risks.

**County of Kendall, Illinois**  
**ORDINANCE # 2020-\_\_\_\_\_**

**Kendall County Ordinance Postponing Delinquency Date Interest and Penalties for  
the First Installment of 2019 (Payable 2020) Property Tax Payments**

**WHEREAS**, on March 13, 2020, the President of the United States declared the COVID-19 pandemic warranted an emergency declaration for all states pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C 5121-5207; and

**WHEREAS**, on March 9, 2020, the Governor of Illinois declared all counties in the State of Illinois as a disaster area; and

**WHEREAS**, on March 26, 2020, the President of the United States approved a Major Disaster Declaration for Illinois; and

**WHEREAS**, on March 16, 2020, Kendall County Board Chairman Scott Gryder proclaimed a disaster in Kendall County Illinois; and

**WHEREAS**, on March 18, 2020, the Kendall County Board authorized the extension of the Chairman's disaster proclamation within the County of Kendall, that remains in effect until May 31, 2020; and

**WHEREAS**, when a county has been designated a disaster area by the President of the United States or the Governor of the State of Illinois, 35 ILCS 200/21-40(c)(1) permits a county board to adopt an ordinance or resolution modifying certain provisions of the Property Tax Code relating to specified installments of property taxes on property that has been substantially damaged or adversely affected as a result of the disaster; and

**WHEREAS**, the Kendall County Board has the authority to postpone interest on delinquent property tax payments pursuant to 35 ILCS 200/21-40(c)(1)(B).

**NOW, THEREFORE, BE IT ORDAINED** the Kendall County Board specifically modifies the 2019 (payable 2020) property tax year late tax penalties as follows:

Any owner of real property within Kendall County may submit to the Kendall County Treasurer's Office the COVID-19 Late Property Tax Penalty Waiver Application attached to this Ordinance as Exhibit A. The Application shall include an affirmation, under penalty of perjury, that the information contained therein is truthful and correct to the best of the applicant's knowledge. The applicant must affirm that:

1. The applicant is the current owner of the property, and;
2. The applicant's real property is substantially damaged or adversely affected as a result of the COVID-19 pandemic.

The Application must be received by the Kendall County Treasurer's Office by June 1, 2020. If the Kendall County Treasurer determines the applicant's real property is substantially damaged or adversely affected as a result of the COVID-19 pandemic, the first property tax installment due June 10, 2020 shall not be considered delinquent until August 10, 2020. No interest penalties shall be imposed under Section 21-15 of the Property Tax Code (35 ILCS 200/21-15) for any late payment of the first property tax installment due June 10, 2020 as long as the first property tax installment due June 10, 2020 is paid on or before August 10, 2020. If the first property tax installment due June 10, 2020 is not paid on or before August 10, 2020, the first installment shall be considered delinquent and the interest imposed by law will be applied and shall be calculated as if the first installment was delinquent beginning as of August 11, 2020.

This ordinance does not amend the due dates for the first or second installments of 2019 (payable 2020) tax year property taxes.

This ordinance does not amend the delinquency date for the second installment of 2019 (payable 2020) tax year property taxes.

Other than those modifications to the first property tax installment due June 10, 2020 made specifically by this ordinance, no other provisions of the Property Tax Code or other applicable law is modified.

ADOPTED and APPROVED this 21<sup>st</sup> day of April 2020.

Approved:

Attest:

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Scott R. Gryder  
Kendall County Board Chairman

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Debbie Gillette  
Kendall County Clerk

**County of Kendall, Illinois**  
**ORDINANCE # 2020-\_\_\_\_\_**

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**WHEREAS**, the Kendall County Board has the authority to postpone interest on delinquent property tax payments pursuant to 35 ILCS 200/21-40(c)(1)(B).

**NOW, THEREFORE, BE IT ORDAINED** the Kendall County Board specifically modifies the 2019 (payable 2020) property tax year late tax penalties as follows:

Any owner of real property within Kendall County may submit to Kendall County Treasurer's Office the COVID-19 Late Property Tax Penalty Waiver Application attached to this Ordinance as Exhibit A. The Application shall include an affirmation, under penalty of perjury, that the information contained therein is truthful and correct to the best of the applicant's knowledge. The applicant must affirm that:

1. The applicant is the current owner of the property, and;
2. The applicant's real property is substantially damaged or adversely affected as a result of the COVID-19 pandemic.

The Application must be received by the Kendall County Treasurer's Office by June 1, 2020. If the Kendall County Treasurer determines the applicant's real property is substantially damaged or adversely affected as a result of the COVID-19 pandemic, the first property tax installment due June 10, 2020 shall not be considered delinquent until August 10, 2020. No interest penalties shall be imposed under Section 21-15 of the Property Tax Code (35 ILCS 200/21-15) for any late payment of the first property tax installment due June 10, 2020 as long as the first property tax installment due June 10, 2020 is paid on or before August 10, 2020. If the first property tax installment due June 10, 2020 is not paid on or before August 10, 2020, the first installment shall be considered delinquent and the full amount of interest imposed by law will be applied and shall be calculated as if the first installment was delinquent beginning as of June 11, 2020.

This ordinance does not amend the due dates for the first or second installments of 2019 (payable 2020) tax year property taxes.

This ordinance does not amend the delinquency date for the second installment of 2019 (payable 2020) tax year property taxes.

Other than those modifications to the first property tax installment due June 10, 2020 made specifically by this ordinance, no other provisions of the Property Tax Code or other applicable law is modified.

ADOPTED and APPROVED this 21<sup>st</sup> day of April 2020.

Approved:

Attest:

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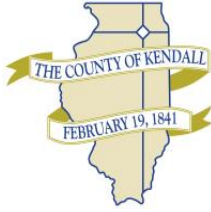
Scott R. Gryder  
Kendall County Board Chairman

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Debbie Gillette  
Kendall County Clerk



## Exhibit A



### Kendall County Illinois COVID-19 Late Property Tax Penalty Waiver Application First Installment of 2019 Property Taxes (Payable 2020)

Pursuant to Kendall County Ordinance 2020-          , for qualifying applicants whose real property has been substantially damaged or adversely affected as a result of the COVID-19 pandemic, no interest penalties shall be imposed for any late payment of the first property tax installment due June 10, 2020 as long as the first property tax installment due June 10, 2020 is paid on or before August 10, 2020. All applications must be completed and signed by the owner of the property seeking the interest waiver and must be submitted to the Kendall County Treasurer's Office by mail, email, fax, or drop box by June 1, 2020. You will be notified if your application for an interest waiver has been denied.

**Kendall County Treasurer** – 111 W Fox St. Yorkville IL 60560

Phone: (630) 553 4141 Fax: (630) 553 4117 email: treasurer@co.kendall.il.us

Name:

Address,  
phone, and  
E-mail:

Parcel  
Number (10  
digits):

Please include any additional information you may wish to add regarding how your real property has been affected by the COVID-19 pandemic as an attachment.

I affirm, under the penalty of perjury, that the information contained herein is truthful and correct to the best of my knowledge.

1. I am the current owner of the property listed above.
2. The real property listed above is substantially damaged or adversely affected as a result of the COVID-19 pandemic.

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Date

OFFICIAL USE ONLY

Date received:

- DO NOT FILL IN BELOW THIS LINE

**COUNTY OF KENDALL, ILLINOIS**

**RESOLUTION 2020-\_\_\_\_\_**

**A RESOLUTION ESTABLISHING DISTRIBUTION OF GRANTS FROM THE  
2019 PAYABLE 2020 SENIOR CITIZEN SOCIAL SERVICES LEVY**

WHEREAS, the Kendall County Board annually extends a property tax levy for Senior Citizen Social Services to enhance the independence of the elderly residents of Kendall County; and

WHEREAS, the Kendall County Board has appropriated \$400,000 for grants to agencies to benefit the senior citizens in Kendall County; and

WHEREAS, the Kendall County Board has determined the allocation of grants to agencies to benefit the senior citizens in Kendall County.

NOW, THEREFORE, BE IT RESOLVED that the Tax Year 2019, Fiscal Year 2020 Senior Citizen Levy is granted to these agencies, providing services to the seniors of Kendall County in these amounts:

Fox Valley Older Adult Services	\$ 60,000
Kendall Area Transit	30,000
Kendall County Health Department	57,000
Community Nutrition Network	28,000
Oswegoland Seniors, Inc.	77,000
Prairie State Legal Services	10,000
Senior Services Associates, Inc.	126,000
VNA Health Care	12,000
Total	<u>\$ 400,000</u>

Approved and adopted by the County Board of Kendall County, Illinois, this 21<sup>st</sup> day of April 2020.

Attest:

\_\_\_\_\_  
Scott R. Gryder  
County Board Chair

\_\_\_\_\_  
Debbie Gillette  
County Clerk & Recorder

COUNTY OF KENDALL

RESOLUTION 2020-\_\_\_\_\_

**A RESOLUTION ESTABLISHING THE SALARY FOR  
THE KENDALL COUNTY CIRCUIT CLERK**

WHEREAS, 50 ILCS 145/2 requires the salary of elected officers for local governments to be established at least 180 days prior to the start of their term; and

WHEREAS, 55 ILCS 5/5-1010 requires the County Board to establish the salary of County officers prior to the election of the officers whose salary is being established; and

NOW, THEREFORE, BE IT RESOLVED that the annual salary for the elected County Circuit Clerk shall be as follows:

Effective December 1, 2020	\$91,554
Effective December 1, 2021	\$91,554
Effective December 1, 2022	\$93,385
Effective December 1, 2023	\$95,253

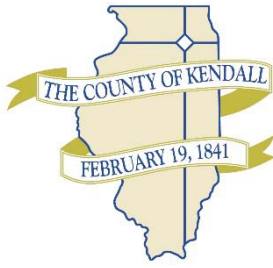
BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this resolution to the Office of the County Circuit Clerk and County Administrator.

Approved and adopted by the County Board of Kendall County, Illinois, this \_\_\_\_\_ day of April, 2020.

\_\_\_\_\_  
Scott Gryder, Chairman  
County Board

Attest:

\_\_\_\_\_  
Debbie Gillette  
County Clerk



# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** April 13, 2020

**Amount:** N/A

**Budget:** N/A

**Issue:** Petition 19-41-Request from the Kendall County Planning, Building and Zoning Committee for Text Amendments to Sections 12 and 13 of Kendall County Zoning Ordinance Pertaining to Zoning Ordinance Enforcement (Citation Authority), Hearing Officer, and Fines

## Background and Discussion:

In summary, this proposal does the following: (1) Moves the procedure for handling violations of the signage portion of the Ordinance (Section 12) to the same section as the procedure for handling other violations of the Zoning Ordinance. Violations to the signage portions of the Zoning Ordinance will be treated the same as violations of other portions of the Zoning Ordinance. (2) Establishes the procedures for issuing citations and other remedies of violations to the Zoning Ordinance. (3) Abolishes the Hearing Officer for Zoning Ordinance violations. All citations will be sent to court for hearings. (4) Clarifies the fines the County may pursue in cases of violations. (5) Sets the fine structure for violations of the site plan review portions of the Zoning Ordinance as the same as other violations of the Zoning Ordinance. (6) Moves the procedure for handling violations of the site plan review portions of the Zoning Ordinance to the same section as the procedure for handling other violations of the Zoning Ordinance. Violations to the site plan portions of the Zoning Ordinance will be treated the same as violations of other portions of the Zoning Ordinance.

Record for Petition - <https://www.co.kendall.il.us/home/showdocument?id=5972>

## Committee Action:

ZPAC-Approval (6-0-3), KCRPC Approval with the Conditions that Written Administrative Procedures Be Established Regarding Enforcement Documentation and Processing and Quarterly Report to RPC on Number of Violations (9-0), ZBA-Approval (7-0), Townships-No Comments, PBZ-Approval (5-0)

## Staff Recommendation:

Approval

**Prepared by:** Matthew H. Asselmeier, AICP

**Department:** Planning, Building and Zoning Department

**Date:** April 13, 2020

**ORDINANCE NUMBER 2020-\_\_\_\_\_**

**TEXT AMENDMENTS TO SECTIONS 12 AND 13 OF THE KENDALL COUNTY ZONING  
ORDINANCE PERTAINING TO CODE ENFORCEMENT (CITATION AUTHORITY),  
HEARING OFFICER, AND FINES**

WHEREAS, 55 ILCS 5/5-1113 and 55 ILCS 5/5-12017 grant counties the authority to pass regulations and impose fines for enforcement of various ordinances including zoning ordinances; and

WHEREAS, Section 13.07 of the Kendall County Zoning Ordinance permits the Kendall County Board to approve text amendments and provides the procedure through which text amendments are granted; and

WHEREAS, on January 13, 2020, the Kendall County Planning, Building and Zoning Committee, hereinafter be referred to as “Petitioner”, submitted text amendments to the Kendall County Zoning Ordinance amending Sections 12 and 13 by amending the procedures by which violations to the Kendall County Zoning Ordinance are processed, removed the authority of the Hearing Officer, established fines and penalties for parties that violate the provisions of the Kendall County Zoning Ordinance and related citation corrections; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on February 6, 2020, the Kendall County Zoning Board of Appeals conducted a public hearing on March 2, 2020, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner’s representative presented evidence, testimony, and exhibits in support of the requested text amendment and zero members of the public testified in favor or in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has recommended approval of the text amendments on March 2, 2020; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing, and has forwarded to the Kendall County Board a recommendation approval of the requested text amendment; and

WHEREAS, the Kendall County Board has considered the recommendations of the Planning, Building and Zoning Committee and the Kendall County Zoning Board of Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS,  
that the Kendall County Zoning Ordinance be amended as follows:

- I. Recitals: The recitals set forth above are incorporated as if fully set forth herein.
- II. Amended Text: The present language in Section 12.19.A is deleted in its entirety and replaced with the following:  
  
“12:19 Violations  
A. Any of the following shall be a violation of this ordinance and shall be subject to the procedures in case of violation and penalties found in Section 13:00 of this Ordinance as well as the remedies set forth in Section 13:00 of this Ordinance:

1. To install, create, erect, or maintain any sign in a way that is inconsistent with any plan or permit governing such sign or the zoning lot on which the sign is located;
2. To install, create, erect, or maintain any sign requiring a permit without first securing such a permit;
3. To fail to remove any sign that is installed, created, erected, or maintained in violation of this Ordinance, or for which the sign permit has lapsed; or
4. Each sign installed, created, erected, or maintained in violation of this ordinance shall be considered a separate violation when applying the penalty portions of this Ordinance.”

III. Amended Text: The present language in Section 12.20 is deleted in its entirety.

IV. Amended Text: The present Section entitled “12.21 Amortization” is renamed “12:20 Amortization”.

V. Amended Text: The present language in Section 13.01.A.3 is deleted in its entirety and replaced with the following:

“Procedure in case of violation. Whenever the Zoning Administrator or his or her designee determines that a violation of this Ordinance has occurred, the Zoning Administrator or his or her designee shall sign and cause a written Citation to be served upon the owner, tenant, and/or occupant of the property (it being the intent of this Ordinance to make all such persons jointly and severally liable for compliance), which Citation shall inform the person served of the Ordinance violation and the date of a required court appearance.

Any violation or attempted violation of this Ordinance, or any condition or requirement adopted pursuant hereto may be restrained, corrected, or abated, as the case may be, by any of the following remedies or any other remedies available at law or in equity:

1. Issue a stop-work order for any and all work or use;
2. Revoke all permits and cause the cessation of any and all construction activities;
3. Seek an injunction or other order of restraint or abatement that requires the removal of the sign(s), the correction of the nonconformity, or the abatement of the activity or use;
4. Impose any penalties that can be imposed directly by the County under the Zoning Ordinance;
5. Seek in court the imposition of any penalties that can be imposed by such court under the Zoning Ordinance;
6. In the case of a sign, construction activity, or use that poses an immediate danger to the public health or safety, taking such measures as are available to the County under the applicable provisions of the zoning ordinance and building code for such circumstances; and
7. Enforcement of building codes.

All enforcement procedures found in this Ordinance are cumulative and the County shall have available all remedies for violations of this Ordinance as provided for or allowed by State law.”

VI. Amended Text: The present language in Section 13.01.D is deleted in its entirety.

VII. Amended Text: The present language in Section 13.09 is deleted in its entirety and the Section is Reserved.

VIII. Amended Text: The present language in Section 13.10.H is deleted in its entirety and replaced with the following:

“H. Enforcement. It is the policy of the County that enforcement of this Site Plan review requirement is in the highest public interest. If any person, firm, or corporation violates the provisions of this Section, the County may exercise any or all of the remedies and penalties available under law.”

IX. Amended Text: Section 13.11 is added to the Zoning Ordinance with the following language:

“13:11 PENALTIES.

Any person, firm or corporation who violates any of the provisions of this Ordinance shall be guilty of a petty offense punishable by a fine not to exceed \$500 with each week the violation remains uncorrected constituting a separate offense.

In addition to the above, the County may take summary steps to abate violations to this Ordinance and charge the violator with the cost of abating the violation. Upon nonpayment, the County may file a lien against the property.

In addition to the fines herein, the County shall be entitled to all costs of prosecution, including attorney fees incurred by the County, and the cost, if any, of abating the violation.”

X. Any reference citation errors created by the above text amendment to the Zoning Ordinance shall be corrected.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 21<sup>st</sup> day of April, 2020.

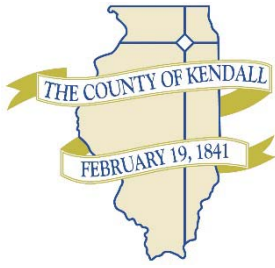
Attest:

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Kendall County Clerk  
Debbie Gillette

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Kendall County Board Chairman  
Scott R. Gryder



# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning Committee

**Meeting Date:** April 13, 2020

**Amount:** \$1,800 Plus Reimbursable Costs (Costs + 10%)

**Budget:** Yes - Planning, Building and Zoning Department Consultant's Line Item (11001902-63630)

**Issue:** Preparation of Annual NPDES Report

## Background and Discussion:

Kendall County is required to submit certain documents annually as required by its NPDES Permit. Attached please find the proposal from WBK for this work. The scope of work and fee are the same as 2019.

As of the date of this memo, the Illinois Environmental Protection Agency has not changed the June 1st due date for the annual report.

## Committee Action:

Approval (5-0)

## Staff Recommendation:

Approval

**Prepared by:** Matthew H. Asselmeier, AICP

**Department:** Planning, Building and Zoning Department

**Date:** April 13, 2020



## *Proposal for NPDES MS-4 Annual Report*

Kendall County | Yorkville, Illinois

April 2, 2020

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

Dear Mr. Asselmeier:

WBK Engineering, LLC (WBK) is pleased to provide this proposal to Kendall County for professional services related to submittal of the 2020 Annual Report to the IEPA in conformance with NPDES – MS-4 requirements under ILR40. WBK looks forward to the opportunity to assist Kendall County on the preparations of the Annual Report. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

### *Understanding of the Assignment*

It is our understanding that Kendall County has a current Notice of Intent (NOI) that was submitted to the IEPA in 2016 for the 2016-2017 permitting year (Year 1). We further understand the County needs to file an Annual Report with the IEPA for the 2020-2021 permitting year (Year 5) for the renewal of the MS-4 ILR40 permit and is seeking assistance with preparation of the report. The annual report will be prepared utilizing the most current IEPA forms and submitted in accordance with IEPA requirements.

### *Scope of Services*

#### *Task 1 | Preparation of 2020 MS-4 Annual Report*

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

### *Estimate of Fees*

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



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

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

Sincerely,



Natalie Paver, PWS  
Senior Environmental Scientist

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

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. Non-Discrimination: Engineer, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
34. Compliance With State and Federal Laws: Engineer agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
35. Authority To Execute Agreement: The County of Kendall and Engineer each hereby warrant and represent that their respective signatures set forth in the attached Proposal for Engineering Services have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
36. Venue: The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
37. Non-Appropriation: In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Engineer. In the event of a default due to nonappropriation of funds,

both parties have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

38. Insurance. Engineer will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein. Before starting work hereunder, Engineer shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage

in the minimum amount of \$1,000,000 per occurrence, and \$2,000,000 per aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Also, Kendall County and shall be designated as the certificate holders.

39. Certification: Engineer certifies that Engineer, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).
40. Drug Free Workplace: Engineer and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
41. Prevailing Wage: To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
42. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in WBK or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in WBK or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.



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

**FOOD PROTECTION ORDINANCE  
KENDALL COUNTY ORDINANCE 20-##  
KENDALL COUNTY, ILLINOIS**

**SECTION 1: SCOPE**

This Ordinance is enacted to establish and provide for the minimum standards to protect the health of the public through the permitting and regulation of food service establishments within Kendall County.

The statutes of the State of Illinois grant to the Kendall County Board the power to enact such ordinances that protect the health of the citizens of Kendall County.

Therefore, be it ordained by the County Board of Kendall County, Illinois, that the following rules and regulations are hereby made and adopted.

**SECTION 2: ADOPTION BY REFERENCE**

The rules and regulations set forth in the Illinois Food Service Sanitation Code (77 Ill. Adm. Code 750), Sanitary Food Preparation Act (410 ILCS 650) and Food Handling Regulation Enforcement Act (410 ILCS 625) as now enacted or hereafter amended are adopted by reference and fully incorporated herein.

**SECTION 3: DEFINITIONS**

**"APPLICANT"** means the business or property owner or his/her authorized agent

**"COMMISSARY"** means a food service establishment, restaurant, or any other permitted/licensed place in which food, containers, or supplies are kept, handled, prepared, packaged, cleaned, or stored.

**"DIRECTOR"** means the Director of Environmental Health Services

**"EMBARGO"** to detain or place a hold on food or equipment

**"ESTABLISHMENT RATING"** inspection score or grade as outlined by the Illinois Food Service Sanitation Code

**"FOOD SERVICE ESTABLISHMENT"** means a food service establishment, food establishment, or a restaurant location as defined in the Illinois Food Service Sanitation Code; including but not limited to an operation conducted in mobile, stationary, temporary, or permanent facility or location

**"HEALTH DEPARTMENT"** means the Kendall County Health Department and its authorized representatives

**"MOBILE FOOD SERVICE ESTABLISHMENT"** means a vehicle, trailer, or cart mounted food service establishment designed to be readily movable. Regulations found in Food Service Sanitation State Code.

**"PERMIT HOLDER"** means any business or property owner or his/her agent holding a permit issued by the Health Department

**"PERSON"** includes any individual, organization, partnership, corporation, association, or legal entity

**"POT LUCK EVENT"** is defined pursuant to 410 ILCS 625/3.1 as an event that meets all of the following conditions:

1. People are gather to share food at the event;
2. There is no compensation provided to people for bringing food to the event;
3. There is no charge for any food or beverage provided at the event;
4. The event is not conducted for commercial purposes, and;
5. It is generally understood by the participants at the event that neither the food nor the facilities have been inspected by the State or local certified public health department.

**"REVOCATION"** means the nullification of a permit, or approval

**"SEASONAL FOOD SERVICE ESTABLISHMENT"** means any food service establishment which routinely operates at an approved, fixed location and for a temporary period of time not exceeding eight (8) consecutive months within a permit year, excluding temporary food service establishments

**"SHALL"** means that the stated provision is mandatory

**"SHOULD"** means the stated provision is recommendation, but not required

**"SUSPENSION"** means a temporary hold on a permit

**"TEMPORARY FOOD SERVICE ESTABLISHMENT"** means a food service establishment that operates at a fixed location for a period of time of not more than 14 consecutive days of a single event or celebration



**“VENDING MACHINE” means a self-service device that, upon insertion of a coin, paper currency, token, card, or key, or by electronic transaction dispenses or provides unit servings of food in bulk or in packages without the necessity of replenishing the device between each vending operation.**

#### **SECTION 4: FOOD HANDLING PERMITS**

##### **A. PERMITS IN GENERAL**

Any person seeking to operate a food establishment within Kendall County’s jurisdiction shall possess a valid permit issued by the Kendall County Health Department. Only a person, who meets and complies with the requirements of this Ordinance, referenced state law and codes, and any applicable variance, shall be entitled to receive or retain such a permit. It shall be unlawful for any person to operate a food establishment outside of defined parameters as set forth in this Ordinance and related state code.

The food handling permit is not transferable to another person nor is it useable by the same permit holder at another location or outside of the permitted, fixed facility.

A valid food handling permit shall be posted for public display at every food service establishment.

Annual food handling permits shall be issued for a period of one (1) year, April 1 – March 31, unless subject to suspension or revocation.

##### **B. PERMIT APPLICATION**

Any person desiring to operate a food service establishment shall make a written application for a food handling permit on forms provided by the Health Department. Applications shall include, but not be limited to, the following:

- a. Applicant’s full name, post office address, and telephone number,
- b. Whether said applicant is an individual, firm, corporation, partnership, or other legal entity,
- c. The name, location, and type of the proposed establishment,
- d. Proof of access to commissary, if applicable, and
- e. The signature of applicant.

Upon receipt of such application, the Health Department shall make an inspection of the food service establishment to determine compliance with the provisions of this Ordinance. If the inspection reveals that the application requirements have been met, a permit shall be issued by the Health Department.

##### **C. PERMIT RENEWAL**

A renewal application must be completed prior to the expiration date of the annual food handling permit. Whenever an inspection, or the record, reveal(s) a serious or repeated violation of this Ordinance, the annual food handling permit may not be renewed and the Health Department shall notify the applicant in writing that the annual food handling permit will not be renewed and that an opportunity for a hearing will be provided if a written request for such hearing is filed within five (5) business days from receipt of the notice with the Health Department by the applicant. Such hearings, and the notice for them, shall be as directed in Section 6(D).

##### **D. CONDITIONAL FOOD HANDLING PERMIT**

When conditions exist that prevent an annual food handling permit from being issued, a conditional food handling permit may be issued. A conditional food handling permit shall be issued for a period of no more than ninety (90) days. The issuance of an annual food handling permit shall be contingent upon the completion of items requiring correction during the conditional food handling permit period.

No more than two (2) consecutive conditional food handling permits may be issued.

#### **E. TEMPORARY FOOD SERVICE ESTABLISHMENT PERMITS**

Food establishments including food stands that operate at a fixed location for a period of time not to exceed fourteen (14) consecutive days must obtain a Temporary Food Permit from the Health Authority prior to commencing with food operations.

Applications shall include, but not be limited to, the following:

- a. Applicant's full name, post office address and telephone number,
- b. The name and dates of the event,
- c. The location of the temporary establishment,
- d. The menu to be served,
- e. Proof of access to commissary, if applicable, and
- f. The signature of the applicant.

Temporary food handling permit applications submitted less than 48 hours (2 days) in advance of the start of the event shall be assessed a late fee, as designated in the fee schedule, in addition to the permit fee.

No more than two (2) consecutive temporary food handling permits shall be issued.

#### **F. VENDING MACHINE PERMITS**

Only those vending machines that vend food or beverages that are in part or in total, time/temperature controlled for safety, shall be subject to the requirements of this ordinance. Vending machines must meet all applicable requirements in the 2017 FDA Food Code, 77Ill. Administrative Code 750 (section 1-201.10, definitions), and any subsequent revisions.

Vending machines that vend in part or in total, food and/or beverages that require time/temperature control for safety and are located and serviced by the same operator of a permitted food service establishment who already holds a Kendall County food service establishment permit are not subject to vending machines permit fees. These vending machines shall be permitted and inspected under the food service establishment's existing permit.

#### **G. POT LUCK EVENTS**

Notwithstanding any other provision of law, the Kendall County Health Department shall not regulate the serving of food that is brought to a potluck event sponsored by a group of individuals or a religious, charitable, or nonprofit organization by individuals attending the potluck event for consumption at the potluck event.

Individuals who are not members of a group or organization sponsoring a potluck event may attend the potluck event and consume food at the event.

Pursuant to the Food Handling Regulation Enforcement Act (410 ILCS 625/3.1), no fee may be charged for admission to a potluck event that is exempt from regulation under this Section, nor may food be sold at a potluck event that is exempt from regulation under said Act. A business establishment dealing in the sale of food items may not sponsor a potluck event. Potluck event food may not be brought into the kitchen of a business establishment dealing in the sale of food items.

### **SECTION 5: INSPECTIONS**

The Health Authority shall inspect each food service establishments, food stores and seasonal operations within Kendall County as described in this Ordinance and the applicable state code.

#### **A. ACCESS TO ESTABLISHMENTS**

The Health Department, after proper identification, shall be permitted to enter, at any reasonable time, any food service establishment within Kendall County, Illinois, for the purpose of conducting inspections or investigations to determine compliance with this Ordinance. Refusal to permit access after proper identification may be cause for immediate suspension or revocation of the permit.

The Health Department shall be permitted to examine the records of any food service establishment to obtain information pertinent to food safety; including but not limited to, food and supplies purchased, food received or sold, services acquired, and persons employed.

#### **B. INSPECTION FREQUENCY**

The frequency of routine inspections of permitted food service establishments by the Health Department shall be as outlined below, or as required by the Illinois Department of Public Health Local Protection Grants Rules if they are more restrictive (see 77 Ill. Adm. Code 615.310):

“The local health department shall inspect facilities at least as often as prescribed by the following schedule.

- A. Category I facilities shall receive three inspections per year, or two inspections per year if one of the following conditions is met:
  - i. A certified food service manager is present at all times the facility is in operation; or
  - ii. Employees involved in food operations receive a Hazard Analysis Critical Control Point (HACCP) training or in-service training in another food service sanitation area, or attend an educational conference on food safety or sanitation.
- B. Category II facilities shall receive one inspection per year.
- C. Category III facilities shall receive one inspection every two years.”
- D. Vending machines that vend food or beverages that are in part or in total time/temperature controlled for safety shall receive two inspections per year.**

The Health Department shall make as many additional inspections as necessary for the enforcement of this Ordinance.

#### **C. INSPECTION RECORDS**

Upon inspection of a food service establishment by the Health Department, the inspection findings shall be recorded on an inspection report provided for this purpose and a copy shall be provided to the permit holder.

#### **D. INSPECTION REPORTS**

When the Health Department makes an inspection of a food service establishment and discovers that any of the requirements of this Ordinance have been violated, it shall notify the permit holder in writing.

Written notification shall include:

- a. The specific violation(s) found,
- b. A reasonable time frame for correction of said violation(s),
- c. A statement that failure to comply with any time limits for correction may result in immediate suspension and/or revocation of the subject permit and/or further legal action, and
- d. When applicable, the establishment rating.

### **SECTION 6: ADMINISTRATIVE**

#### **A. SUSPENSION OF PERMITS**

Permits may be suspended by the Health Department for failure of the permit holder to comply with the requirements of this Ordinance. Whenever a permit holder has failed to comply with a notice issued under provisions of this Ordinance, requiring mitigation of conditions capable of compromising the health

and safety of the public, the permit holder shall pursuant to Section E below be notified in writing that the food handling permit is immediately suspended. An opportunity for a hearing will be provided if a written request for such a hearing is filed, within five (5) calendar days from receipt of the notice at the Health Department by the permit holder.

If the Health Department finds unsanitary or other conditions in the operations of a food service establishment that constitute a substantial health risk to the public, or in the event that there is reasonable cause to suspect the possibility of disease transmission from any food service establishment or any employee, the Health Department may issue a notice of suspension of the food handling permit requiring the permit holder to immediately suspend all food service operations. At that time the permit shall be removed from the establishment by the Health Department. An opportunity for a hearing will be provided if a written request for such a hearing is filed, within five (5) calendar days from suspension, at the Health Department by the permit holder.

**B. REINSTATEMENT OF SUSPENDED PERMITS**

A permit holder whose food handling permit has been suspended may make a written request for a re-inspection of the food service establishment for the purpose of reinstatement of the food handling permit. If the permit holder is in substantial compliance with the requirements of this Ordinance, and any applicable agreements from administrative actions, the food handling permit may be reinstated.

**C. REVOCATION OF PERMITS**

For serious or repeated violations of any of the requirements of this Ordinance, for the failure to correct permit suspension violations, or for the interference with the Health Department in the performance of its duties, the Health Department may revoke any food handling permit.

Prior to such action, the Health Department shall notify the permit holder in writing of the reasons for which the food handling permit is subject to revocation and advising the permit holder that the food handling permit shall be revoked after five (5) calendar days following service of the notice unless a request for a hearing is filed with the Health Department by the permit holder within five (5) calendar days of receiving such notice. A food handling permit may be suspended for cause pending revocation. Following revocation, the Health Department shall obtain the permit from the establishment.

**D. HEARINGS**

Any person may appeal a permitting decision to the Health Department by written notice that shall be filed with the Department within ten (10) business days after the receipt of the subject notice to revoke, suspend or deny the permit at issue.

A hearing for such appeal shall be scheduled to take place as soon as reasonably possible, but no later than fifteen (15) business days from the date of filing such request, unless a later date is agreed upon. The Health Officer conducting the hearing shall give notice by phone and regular mail of the date, time and location of such hearing. Written notice of the hearing to a party may be waived by that party.

The hearing shall be conducted by a Health Officer at the place and time designated by him/her. All hearings shall be conducted so as to provide the parties adequate time to prepare, the right to present evidence in support of their position, the right to cross-examine, and the right to legal counsel at their own expense. The formal rules of evidence shall not apply. The Health Office may ask questions of any witness to assist in reaching a decision. The Health Officer shall make a record of the proceedings. Should a party desire a verbatim transcript of such hearings, they may obtain a court reporter at their own expense.

Based upon the record of such hearing, the Health Department shall make a finding and a written decision shall be prepared. Such decision shall be considered final and shall be provided to the permit holder by the Health Department within fifteen (15) days and a record of the same shall be maintained.

#### E. SERVICE OF NOTICES

Notices shall be considered properly served when a copy of the inspection report or other notice has been delivered to the permit holder or applicant, or mailed to the permit holder or applicant at the address provided on the permit application, by certified mail, return receipt requested. A copy of the Notice shall be kept on file by the Health Department.

### SECTION 7: PLAN REVIEW FOR NEW OR REMODELED FACILITIES

When a food service establishment is to be constructed or remodeled, and whenever an existing structure is converted for such use, properly prepared plans and specifications shall be submitted to the Health Department for review and approval prior to commencement of construction or remodeling. The plans and specifications shall be approved by the Health Department, in writing, only if they meet the requirements of this Ordinance.

The plans and specifications shall include the following:

- a. A copy of the proposed menu,
- b. A completed Plan Review application,
- c. The proposed layout/arrangement of equipment,
- d. Mechanical and plumbing schematics,
- e. Proposed equipment types and models,
- f. Proposed construction materials and finish schedules.

### SECTION 8: FEES

FOOD SERVICE SANITATION FEES	
<b>Food Service Establishment / Retail Food Store Annual Permit:</b>	
Risk Type 1 (Low)	\$190
Risk Type 2 (Medium)	\$350
Risk Type 3 (High)	\$500
Retail Grocery w/ Food Prep (per check-out lane, in addition to risk based permit fee)	\$20
<u>Vending Machine (requiring time/temperature control for food safety)</u>	<u>\$25</u>
<i>New food establishment permit fees for application received after October 1<sup>st</sup> but prior to April 1<sup>st</sup> will be prorated.</i>	
<b>Mobile Food Vendor Permit:</b>	
Risk Type 1	\$175
Risk Type 2	\$225
Risk Type 3	\$275
<b>Temporary / Special Event Charitable:</b>	
Risk Type 1 and Charitable Organizations	\$30
Risk Type 2	\$50
Risk Type 3	\$70
Temporary event permit late fees	\$10
<b>Construction Plan Reviews:</b>	
<b>Risk Type 1</b>	
Up to 1500 Sq. Ft.	\$300
1501 – 3000 Sq. Ft.	\$350
3001 – 5000 Sq. Ft.	\$450
Over 5001 Sq. Ft.	\$550
<b>Risk Type 2</b>	
Up to 1500 Sq. Ft.	\$400
1501 – 3000 Sq. Ft.	\$450

3001 – 5000 Sq. Ft.	\$550
Over 5001 Sq. Ft.	\$650
<b>Risk Type 3</b>	
Up to 1500 Sq. Ft.	\$450
1501 – 3000 Sq. Ft.	\$500
3001 – 5000 Sq. Ft.	\$550
Over 5001 Sq. Ft.	\$650
Conditional Permit	Permit fee x 50%
Re-inspection / non-compliance fee	\$100
Late payment fee	25% of fee
Outdoor grilling plan review	\$100
Pre-Operational re-inspection	\$50
Application to perform reduced oxygen packaging	\$125
Change of ownership inspection	\$100
Cottage food operation (one time registration)	\$15
Permit reinstatement fee	\$75
<ul style="list-style-type: none"> <li>• Fee exemptions will be granted to those organizations that are classified as official units of Kendall County Government.</li> <li>• An applicant that can prove 501 (C)(3) status will be granted a fee reduction of 50 percent of the regular fee listed on this schedule.</li> <li>• Issuance of a food service establishment, retail food store or mobile food vendor permit is contingent upon Health Department receipt of payment for any and all past due fees owed by said business to the Health Department.</li> </ul>	

## SECTION 9: EXAMINATION AND CONDEMNATION

Food may be examined, sampled, or collected by the Health Department as often as necessary to determine freedom from adulteration, misbranding, or bacteriological contamination for the enforcement of this Ordinance.

The Health Department may, upon written notice to the permit holder, specifying the particular reasons, place an embargo on any food which it believes creates a potential health hazard. The Health Department shall tag, label, or otherwise identify any food subject to the embargo. No food subject to an embargo shall be used, served, altered, or moved from the food service establishment until written permission is obtained from the Health Department. The Health Department shall permit storage of the food under conditions specified in the embargo, unless storage is not possible without risk to the health of the public; in which case, immediate destruction shall be ordered and observed by the Health Department.

The permit holder may make a written request for a hearing to seek the lifting of an embargo or order for destruction of materials in accordance with Section 6(D). Such request must be submitted to the Health Department within five (5) business days after receipt of the subject notice.

Where equipment used in the preparation of food is found to be in a state of disrepair, unsafe, unsuitable for use, or unsanitary, such equipment shall be taken out of service and an embargo may be placed on said equipment by the Health Department. Such equipment that has been embargoed shall not be returned to service, altered, disposed of, or destroyed until written permission is obtained from the Health Department, or otherwise by order of a Court of competent jurisdiction.

## SECTION 10: IMMINENT HEALTH HAZARD

A permit holder shall immediately discontinue operations and must notify the Health Department if an imminent health hazard may exist because of an emergency including, but not limited to, fire, flood, extended interruption of electrical or water service, sewage backup, misuse of poisonous or toxic materials, onset of an apparent food

borne or waterborne illness outbreak, gross unsanitary occurrence or condition, or other circumstances that may endanger public health. The Health Department upon receiving this notice shall take actions necessary to protect the health of the public.

#### **SECTION 11: FOOD PREPARED OUTSIDE OF KENDALL COUNTY**

Food prepared for human consumption outside of Kendall County and transported into Kendall County shall conform to the standards and provisions of this Ordinance. To determine the extent of compliance with such provisions, the Health Department may accept reports from the regulating agency where such establishments are located.

#### **SECTION 12: VARIATIONS**

The Health Department may grant a variation by modifying or waiving specific requirements of this Ordinance if, in the opinion of the Health Department, a public health hazard or nuisance will not result from the issuance of the variation. If a variation is granted, the Health Department shall retain all pertinent information in its records.

Variation requests must be submitted in writing by the permit holder and shall include the following:

- a. An explanation of how the potential public health hazards shall be addressed,
- b. The relevant code sections that apply,
- c. A HACCP plan, if required.

A variance shall not be granted for more than one specific dimension per application. A copy of an approved variance must be kept on-site at the food service establishment. The permit holder must comply with the plans and procedures that are approved by the Health Department. Failure to comply with the variation, as approved, shall result in the revocation of variation approval.

All approvals, denials, and revocations shall be provided by the Health Department, in writing, to the permit holder.

#### **SECTION 13: DIRECT SALES OF BAKED GOODS FROM HOME KITCHEN OPERATIONS**

Pursuant to authority granted by 410 ILCS 625/3.6(c) of the Food Handling Regulation Enforcement Act as amended by Public Act 99-0191, which went into effect on January 1, 2016, the Kendall County Board allows for the direct sale of baked goods from home kitchen operations as set forth below.

##### **A. Definitions:**

1. "BAKED GOODS" as defined pursuant to 410 ILCS 625/4(b)(1)(C) are those such as, but not limited to, breads, cookies, cakes, pies, and pastries are allowed. Only high-acid fruit pies that use the following fruits are allowed: apple, apricot, grape, peach, plum, quince, orange, nectarine, tangerine, blackberry, raspberry, blueberry, boysenberry, cherry, cranberry, strawberry, red currants, or a combination of these fruits. Fruit pies not listed may be produced by a cottage food operation provided their recipe has been tested and documented by a commercial laboratory, at the expense of the cottage food operation, as being not potentially hazardous, containing a pH equilibrium of less than 4.6 or has been specified and adopted as allowed in administrative rules by the Department of Public Health pursuant to 410 ILCS 625/4(e).
2. "HOME KITCHEN OPERATION" is defined pursuant to 410 ILCS 625/3.6(a) as a person who produces or packages non-potentially hazardous baked goods in a kitchen of that person's primary domestic residence for direct sale by the owner or family member.

A home kitchen operation does not include a person who produces or packages non-potentially hazardous baked goods for sale by a religious, charitable, or nonprofit organization

for fundraising purposes; the production or packaging of non-potentially baked goods for these purposes is exempt from the requirements of this Act.

3. "POTENTIALLY HAZARDOUS FOOD" is defined pursuant to ILCS 625/4(a) and 410 ILCS 625/4(b)(1)(C) as food that is potentially hazardous according to the Department of Public Health administrative rules, generally meaning food that requires time and temperature control for safety to limit pathogenic microorganism growth or toxin formation. The following are potentially hazardous and prohibited from production and direct sale by a home kitchen operation: pumpkin pie, sweet potato pie, cheesecake, custard pie, crème pie, and pastries with potentially hazardous filling or toppings.

B. Home kitchen direct sales conditions:

The direct sale of baked goods from home kitchen operations is allowed in the County of Kendall pursuant to 410 ILCS 625/3.6 and is subject to the following conditions:

1. Monthly gross sales do not exceed one thousand dollars (\$1000).
2. The food is a non-potentially hazardous baked good, as described in 410 ILCS 625/4.
3. A notice is provided to the purchaser that the product was produced in a home kitchen.
4. The food package is affixed with a label or other written notice is provided to the purchaser that includes:
  - i. The common or usual name of the food product; and
  - ii. Allergen labeling as specified in federal labeling requirements by the United States Food and Drug Administration.
5. The food is sold directly to the consumer.
6. The food is stored in the residence where it is produced or packaged.

C. Home kitchen inspections:

Home kitchen operations may be inspected by the Department of Public Health or the Kendall County Health Department in the event of complaint or disease outbreak. (*Kendall County Ordinance No. 16-06*)

#### **SECTION 14: PARTIAL INVALIDITY**

If any section, subsection, paragraph, sentence, clause, or phrase of this article shall be declared invalid for any reason whatsoever, such invalidation shall not affect the remaining portions of this article which shall remain in full force and effect.

#### **SECTION 15: PENALTIES OTHER THAN SUSPENSION AND REVOCATION**

Any person, firm, or corporation, who violates, disobeys, omits, neglects, or refuses to comply with, or refuses to remedy a violation of the provisions of this Ordinance shall be guilty of a Class B misdemeanor and be fined \$500.00 for each offense pursuant to 55 ILCS 5/5-20003. Each day upon which such violation continues shall constitute a separate offense.

In addition, the Health Department may refer the matter to the Kendall County State's Attorney's Office to initiate any necessary action to obtain injunctive relief in the Circuit Court, in order to abate any such violating condition as enumerated in the Ordinance or the associated State law.

#### **SECTION 16: ENFORCEMENT**

Enforcement of this Ordinance shall be performed by the Kendall County Health Department. The Kendall County State's Attorney's Office shall be authorized to bring any necessary actions and prosecute any violations of this ordinance in the Circuit Court.

#### **SECTION 17: REPEAL AND DATE OF EFFECT**



This ordinance shall be in effect upon its adoption by the Kendall County Board and, at that time, all ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

BE IT FURTHER RESOLVED that the Kendall County Food Protection Ordinance shall be available in print at the Kendall County Health Department.

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DATE OF KENDALL COUNTY BOARD APPROVAL: April 21, 2020

DATE OF ILLINOIS DEPT. OF PUBLIC HEALTH APPROVAL: 2020

DATE OF EFFECT: April 2020