



**COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
KENDALL COUNTY OFFICE BUILDING
2nd Floor Board Room; 111 W. Fox Street; Yorkville
Thursday, January 13, 2022 at 4:00PM
MEETING AGENDA**

- 1. Call to Order and Pledge of Allegiance**
- 2. Roll Call:** Amy Cesich, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Judy Gilmour, Scott Gryder, Matt Kellogg, Dan Koukol, Ruben Rodriguez, Robyn Vickers
- 3. Approval of Agenda**
- 4. Approval of November 10, 2021 and December 30, 2021 Meeting Minutes**
- 5. Department Head and Elected Official Reports**
- 6. Introduction of HOPE Food Pantry and Outreach Center Plano, IL – Felicia Holmes, Co-Director and Ayodele Hayes-Tubbs, Co-Director**
- 7. Veterans Assistance Commission of Kendall County Update – Chad Lockman, Superintendent**
- 8. Old Business**
- 9. New Business**
 - *Discussion of Petition 21-46 a Request from Greg Dady on Behalf of DTG Investments, LLC and Robert A. Baish on Behalf of Baish Excavating, Inc. for Major Amendments to a Special Use Permit for a Landscaping Business Granted by Ordinance 2007-10 by Changing the Number of Employees Reporting to the Property, Amending the Site Plan, and Removing the Restrictions Forbidding the Parking and Storing of Vehicles, Equipment, and Landscaping Materials Outdoors at 3485 Route 126 (PIN: 06-09-400-005) in Na-Au-Say Township*
 - *Discussion of a contract between Kendall County and Wiss, Janney, Elstner Associates, Inc. regarding the Historic Survey in Kendall and Bristol Townships; Committee of the Whole could refer the Proposal to the State's Attorney's Office*
 - *Discussion of Future Land Uses Along Route 47 in Kendall and Lisbon Townships*
- 10. Public Comment**
- 11. Questions from the Media**
- 12. Chairman's Report**
- 13. Review Board Action Items**
- 14. Executive Session**
- 15. Adjournment**

COUNTY OF KENDALL, ILLINOIS
SPECIAL COMMITTEE OF THE WHOLE/
FINANCE COMMITTEE
Thursday, November 10, 2021 at 4:00 PM
Special Meeting Minutes

CALL TO ORDER AND PLEDGE OF ALLEGIANCE - The meeting was called to order at 4:00p.m. by County Board Vice Chair Matt Kellogg, who led the Pledge of Allegiance to the American Flag.

ROLL CALL

Board Member	Status	Arrived	Left Meeting
Amy Cesich	Present		
Brian DeBolt	Here		
Elizabeth Flowers		4:23p.m.	
Scott Gengler	Here		
Judy Gilmour	Here		
Scott Gryder	ABSENT		
Matt Kellogg	Yes		4:45p.m.
Dan Koukol	Here		
Ruben Rodriguez	Here		
Robyn Vickers	Here		

Others Present: PBZ Senior Planner Matt Asselmeier, Deputy County Administrator Latreese Caldwell, Health Department Assistant Executive Director Steve Curatti, Chief Deputy County Coroner Levi Gotte, Financial Analyst Jennifer Karales, County Administrator Scott Koeppe, County Coroner Jacquie Purcell, Health Department Environmental Health Director, Aaron Rybski

APPROVAL OF AGENDA – Motion by Member Cesich, second by Member Gengler. **With eight members present voting aye, the motion carried by a vote of 8-0.**

APPROVAL OF CLAIMS – Motion by Member Cesich, second by Member DeBolt.

Board Member	Vote
Amy Cesich	Yes
Brian DeBolt	Yes
Scott Gengler	Yes
Judy Gilmour	Yes
Matt Kellogg	Yes
Dan Koukol	Yes
Ruben Rodriguez	Yes
Robyn Vickers	Yes

With eight members present voting aye, the claims were approved by a vote of 8-0.

DEPARTMENT HEADS AND ELECTED OFFICIAL REPORTS

Facilities Management: Member DeBolt updated the committee on the following:

1. Crowder Roofing did remediation and seal-coating on the Annex Building at a cost of approximately \$3000. Originally, \$7000 was budgeted for this project.
2. All records from the Hart house were moved to the Courthouse, and the Hart House was demolished, and landscaping was installed in October. The property is now ready for future County expansion plans.
3. The former funeral home on Madison Street owned by the County was demolished and all debris removed. Final plans for the area have not been finalized.

Technology: Mr. Koeppel reported that Technology has completed the process of implementing two factor authentication with all County email accounts, and said Technology personnel are available to provide assistance as needed to County employees.

ITEMS OF BUSINESS

From the Finance Committee: Ms. Caldwell provided information on the Resolution that will be approved by the County Board for the levies, and reviewed the Levy calculation and requests. Mr. Kellogg reported that Department Heads and Elected Officials are consulted

Member Vickers reported that the Health Department briefed the Health & Environment Committee that TB cases are on the rise in Kendall County. Ms. Vickers asked if anyone had contacted the Health Department about additional funding. Ms. Caldwell stated that the \$15,000 was requested by the Health Department. **Ms. Caldwell will research to see if there is a cap on the TB levy, and report back to the committee at the next meeting.**

Member Koukol made a motion to forward the following levy recommendations to the December 7, 2021 County Board meeting for approval, second by Member Gengler.

- *Approve County Health Fund Levy 2021 payable 2022 in an amount not to exceed \$1,454,000*
- *Approve Veteran's Assistance Commission Fund Levy 2021 payable 2022 in an amount not to exceed \$350,961*
- *Approve Tuberculosis Fund Levy 2021 payable 2022 in an amount not to exceed \$15,000*
- *Approve Liability Insurance Fund Levy 2021 payable 2022 in an amount not to exceed \$1,305,300*

- *Approve Social Security Fund Levy 2021 payable 2022 in an amount not to exceed \$1,400,000*
- *Approve Illinois Municipal Retirement Fund Levy 2021 payable 2022 in an amount not to exceed \$2,150,000*
- *Approve County Bridge Fund Levy 2021 payable 2022 in an amount not to exceed \$500,000*
- *Approve County Highway Fund Levy 2021 payable 2022 in an amount not to exceed \$1,500,000*
- *Approve Extension Education Fund Levy 2021 payable 2022 in an amount not to exceed \$187,487*
- *Approve Senior Citizen Social Services Fund Levy 2021 payable 2022 in an amount not to exceed \$400,000*
- *Approve 708 Mental Health Fund Levy 2021 payable 2022 in an amount not to exceed \$947,000*
- *Approve General Fund Levy 2021 payable 2022 in an amount not to exceed \$12,513,825*

With nine members in attendance voting aye, the motion carried.

Member Kellogg reviewed the proposed Change log changes with the committee, and highlighted some of the increases and decreases, ARPA funding, capital requests, updated account coding and transparency, health care cost accounting, and discussions on future self-funded insurance.

- *Discussion and Approval of an Ordinance Approving the Kendall County Fiscal Year 2021-22 Budget and Appropriations - **Item moved to the November 29, 2021 County Board meeting***
- *Discussion and Approval of an Ordinance Approving a Budget Amendment for the Kendall County Fiscal Year 2020-21 Annual Budget and Appropriations – **Item moved to the November 29, 2021 County Board meeting***

Vice Chair Kellogg left the meeting at 4:45p.m. Member Rodriguez made a motion to nominate Member Gengler to serve as the Meeting Chair in the absence of the County Board Chair and Vice Chair, second by Member DeBolt. With eight members present voting aye, the motion carried.

From the PBZ Department:

- *Discussion of Petition 21–26 a Request from Robert Bright on Behalf of the Madison Trust and Castle Bank N A and JoAnn Bright-Theis for Major Amendments to the*

Special Use Permit for a Banquet Facility Granted by Ordinance 2019-23 by Dividing the Building Allowed to be a Banquet Facility into Separate Event Spaces, Setting the Maximum Capacities of the Event Spaces, Setting the Days of and Hours of Operation for the Event Spaces, Amending the Landscaping Plan, and Removing the Requirement that the Barn Doors be Closed by 7:00 p.m. at Events with Music at 10978 Crimmin Road, Newark (PINs: 04-29-300-010, 04-29-300-012, 04-30-400-007, 04-30-400-012, 04-30-400-013, 04-30-400-018, 04-30-400-019, 04-31-200-013, 04-31-200-014, 04-32-100-006, and 04-32-100-008) in Fox Township – Mr. Asselmeier reported that as requested, the owners have installed a new septic system, that has been inspected by the Health Department. The owners have also made additions to the landscaping in an effort to block some of the noise/music from the venue to the neighborhood. Mr. Asselmeier stated that the owners are making attempts to comply with the requirements for their special use amendment requests.

Member DeBolt made a motion to forward the item for approval to the November 16, 2021 County Board meeting, second by Member Rodriguez. Member Gengler called for a Roll Call Vote:

Board Member	Vote
Amy Cesich	Yes
Brian DeBolt	Yes
Elizabeth Flowers	No
Scott Gengler	Yes
Judy Gilmour	Yes
Dan Koukol	Yes
Ruben Rodriguez	Yes
Robyn Vickers	Yes

With Members Cesich, DeBolt, Gengler, Gilmour, Koukol, Rodriguez, and Vickers voting aye, and Member Flowers voting nay, the motion carried by a vote of 7-1.

From the Technology Department:

- *Discussion and Approval of Contract with LIT Communities for Rural County Broadband Study not to exceed \$126,023 –* Mr. Koeppel briefed the committee on the contract proposal with LIT Communities.

Member Cesich made a motion to forward the item to the County Board for approval, second by Member Flowers. **With eight members present voting aye, the motion carried.**

From the Health Department:

Discussion and Approval of the Food Protection Ordinance – Environmental Health Department Director Aaron Rybski reviewed the proposed changes to the ordinance with the committee. Member Cesich made a motion to forward the item

to the November 16, 2021 County Board meeting consent agenda for approval, second by Member Flowers. **With eight members present voting aye, the motion carried.**

Discussion and Approval of the Public Health Nuisance Ordinance - Aaron Rybski reviewed the proposed changes to the ordinance with the committee. Member Cesich made a motion to forward the item to the November 16, 2021 County Board meeting consent agenda for approval, second by Member Koukol. **With eight members present voting aye, the motion carried.**

Discussion and Approval of the Onsite Wastewater Treatment System Ordinance - Aaron Rybski reviewed the proposed changes to the ordinance with the committee. Member Gilmour made a motion to forward the item to the November 16, 2021 County Board meeting consent agenda for approval, second by Member Vickers. **With eight members present voting aye, the motion carried.**

OLD BUSINESS – None

PUBLIC COMMENT - None

QUESTIONS FROM THE MEDIA – Jim Wyman, WSPY News

CHAIRMAN’S REPORT – No Report

EXECUTIVE SESSION – Not needed

BOARD ACTION ITEMS FOR NOVEMBER 16, 2021:

- *Approval of Claims*
- *Approval of the American Rescue Plan Act Funds Non-Profit Grants*
- *Approval of the Food Protection Ordinance*
- *Approval of the Public Health Nuisance Ordinance*
- *Approval of the Onsite Wastewater Treatment System Ordinance*

ADJOURNMENT – Member Koukol made a motion to adjourn the meeting, second by Member Rodriguez. **With eight members present voting aye, the meeting adjourned at 6:09p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

COUNTY OF KENDALL, ILLINOIS
SPECIAL COMMITTEE OF THE WHOLE
Thursday, December 30, 2021 at 4:00 PM
Special Meeting Minutes

CALL TO ORDER AND PLEDGE OF ALLEGIANCE - The meeting was called to order at 4:15p.m. by County Board Chair Scott Gryder.

ROLL CALL

Board Member	Status	Arrived	Left Meeting
Amy Cesich	Present		
Brian DeBolt	Yes		
Elizabeth Flowers	Present		
Scott Gengler	Here		
Judy Gilmour	Here		
Scott Gryder	Here		
Matt Kellogg	Present		
Dan Koukol	Here		
Ruben Rodriguez	Here		
Robyn Vickers	ABSENT		

Others Present: Financial Analyst Jennifer Karales, County Administrator Scott Koeppel

APPROVAL OF AGENDA – Motion by Member DeBolt, second by Member Cesich. **With nine members present voting aye, the motion carried by a vote of 9-0.**

APPROVAL OF CLAIMS – Motion by Member Cesich, second by Member Flowers.
Discussion of the Circuit Clerk's request for a 49 gun safe (4'W x 2' Deep x 5.5 H) for storage of firearms, illegal drugs, and other evidence that is presented in open court that has to be kept until all appeals have been exhausted. After 25 years, the Circuit Clerk will request to dispose of such evidence through the State.

Board Member	Vote
Brian DeBolt	Yes
Elizabeth Flowers	Aye
Scott Gengler	Yes
Judy Gilmour	Yes
Scott Gryder	Yes
Matt Kellogg	Yes
Dan Koukol	Yes
Ruben Rodriguez	Yes
Amy Cesich	Yes

With nine members present voting aye, the claims were approved by a vote of 9-0.

DEPARTMENT HEADS AND ELECTED OFFICIAL REPORTS – None

OLD BUSINESS – None

ITEMS OF BUSINESS

- *Discussion of the Kendall County American Rescue Plan Act Small Business Grant Program* – Member Koukol stated that this has a limit of \$25,000 and that tax is setup similarly to the Non-Profit portal, and stated that the local Chambers will be contacted with the information and asked to share with small businesses. Mr. Koeppel explained the policy, the program, the requirements, the process for review, approval process, and the timeline. Funds can be used for salaries, rent, supplies, etc. and must be spent within the next six months. Admin staff anticipates a larger response for this category group, and has planned a more precise process to expedite the review by Admin staff, legal review, Board approval and disbursement of the funds to the small business. There was consensus by the Board to add review by Zoning staff as well.

Mr. Koeppel stated that the Board plans to conduct a second round opportunity for non-profit organization application, and also for Small Businesses that may have been missed, once the current business program is completed. **This item will go to the January 4, 2022 County Board meeting for approval**

- *Discussion of Kendall County Voting Precincts* – County Clerk Debbie Gillette stated that there were a lot of changes with redistricting, boundary lines, law changes in the County precincts, and that we are now allowed to have 1200 registered voters in a precinct (800 previously). Voter Registration staff reviewed all 87 precincts and were able to reduce that to 78 precincts, following statute guidelines (Congressional, Legislative County Board, Village, City limits), and then sent the new data to GIS for mapping and legal descriptions. The deadline for approval is January 14, 2022. Natalie Hisaw reviewed the changes for each Township. **This item will go to the January 4, 2022 County Board meeting for approval.**

PUBLIC COMMENT - None

QUESTIONS FROM THE MEDIA – None

CHAIRMAN’S REPORT – No Report

EXECUTIVE SESSION – Not needed

BOARD ACTION ITEMS FOR JANUARY 4, 2021:

- *Approval of Claims*
- *Approval of the Kendall County Small Business Grant Program Funded by the American Rescue Plan Act with a Maximum Grant of \$25,000 per Small Business and a Total not to exceed \$1,000,000*
- *Approval of new Kendall County Voting Precincts*

ADJOURNMENT – Member Flowers made a motion to adjourn the meeting, second by Member Koukol. **With nine members present voting aye, the meeting adjourned at 5:12p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary



Kendall County Agenda Briefing

Committee:

Meeting Date:

Amount:

Budget:

Issue:

Background and Discussion:

Committee Action:

Staff Recommendation:

Prepared by:

Department:

Date:

ORDINANCE NUMBER 2022-_____

**GRANTING MAJOR AMENDMENTS TO A SPECIAL USE PERMIT FOR A LANDSCAPING
BUSINESS GRANTED BY ORDINANCE 2007-10 PERTAINING TO THE NUMBER OF
EMPLOYEES, OUTSIDE STORAGE REQUIREMENTS, AND SITE PLAN ON PROPERTY
ZONED A-1 AGRICULTURAL AT 3485 ROUTE 126 AND IDENTIFIED BY PARCEL
IDENTIFICATION NUMBER 06-09-400-005 IN NA-AU-SAY TOWNSHIP**

WHEREAS, Section 13:08 of the Kendall County Zoning Ordinance permits the Kendall County Board to issue special use permits, place conditions on special use permits, amend special use permits, and provides the procedure through which special use permits are granted and amended; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural Zoning District and consists of approximately 5.5 acres located at 3485 Route 126 (PIN: 06-09-400-005) in Na-Au-Say Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property.”; and

WHEREAS, on March 20, 2007, the Kendall Board adopted Ordinance 2007-10 which granted a special use permit for the operation of a landscaping business at the subject property; and

WHEREAS, condition 1 of Ordinance 2007-10 set the maximum number of employees reporting to the subject property at 40; and

WHEREAS, condition 2 of Ordinance 2007-10 required that the site be developed in conformance with a site plan; and

WHEREAS, conditions 3 and 8 of Ordinance 2007-10 required that no equipment, vehicles, and non-growing landscaping materials be stored outdoors; and

WHEREAS, on or about October 19, 2021, Greg Dady on Behalf of DTG Investments, LLC, hereinafter be referred to as “Petitioner”, submitted a request for a major amendment to the special use permit granted by Ordinance 2007-10 by changing the number of employees reporting to the site, amending the site plan, and removing the requirement forbidding the storage of equipment, vehicles, and non-growing landscaping outdoors at the subject property; and

WHEREAS, on or about October 7, 2014, the Kendall County Board granted a special use permit for the operation of a cleanup restoration/service business at the subject property; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on November 18, 2021, the Kendall County Zoning Board of Appeals conducted a public hearing on December 13, 2021, at 7:00 p.m., in the County Boardroom, at the Kendall County Office Building located at 111 W. Fox Street in Yorkville, at which the Petitioner’s attorney presented evidence, testimony, and exhibits in support of the requested major amendment to an existing special use permit and zero members of the public testified in favor of the request and one member of the public testified in opposition; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the major amendment to an existing special use permit with conditions as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning

Board of Appeals, dated December 13, 2021, a true and correct copy of which is attached hereto as Exhibit B; 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 considered the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of denial of the requested major amendment to an existing special use permit with conditions; and

WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the Findings of Fact and Recommendation of 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

WHEREAS, this major amendment to an existing special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for major amendments to an existing special use permit allowing the operation of a landscaping business on the subject property subject to the following conditions:
 - A. Conditions 1 (pertaining to number of employees), 2 (pertaining to the site plan), 3 (pertaining to outside storage of commercial vehicles), and 8 of Ordinance 2007-10 shall be repealed. The remaining conditions and restrictions in Ordinance 2007-10 shall remain in force and valid.
 - B. The site shall be developed substantially in accordance with the site plan attached hereto as Exhibit C. The property owner or operators of the business allowed by this special use permit may remove the frame residence, garage, wood frame machine shed, and corn crib without amending the site plan.
 - C. The owners of the business allowed by the special use permit shall maintain the parking areas shown on the site plan and in substantially the same location as depicted on the site plan attached hereto as Exhibit C. The parking area north of the building shall be gravel and the parking lot south of the building shall be asphalt. Any expansions of either parking lots shall require an amendment to the special use permit.
 - D. The building located on the northeast corner of the property inside the floodplain as shown on the site plan attached hereto as Exhibit C shall not be used as part of the business allowed by this special use permit.
 - E. The owners of the businesses allowed by this special use permit shall diligently monitor the property for leaks from equipment and vehicles parked and stored on the subject property and shall promptly clean up the site if leaks occur.

- F. Any new structures constructed or installed on the property shall not be considered for agricultural purposes and must secure applicable building permits.
- G. Equipment and vehicles related to the business allowed by the special use permit may be stored outdoors.
- H. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
- I. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
- J. Except for the purposes of loading and unloading, all landscape related materials shall be stored indoors or in the designated outdoor storage bins as shown on the site plan attached hereto as Exhibit C. The maximum height of the bins or “tents” shall be thirty feet (30’) and shall look substantial like the structures shown in Exhibit D. The maximum storage heights inside the storage bins shall be capped at twenty-five feet (25’). No miscellaneous storage of vehicles, machinery, or equipment shall occur in the storage bins.
- K. One (1) maximum four foot by eight foot (4’ X 8’) freestanding sign may be located on the subject property. The sign may be illuminated.
- L. No landscape waste generated off the property can be burned on the subject property.
- M. A maximum of fifteen (15) employees of the business allowed by this special use permit, including the owners of the business allowed by this special use permit, may report to this site for work. No employees shall engage in the sale of landscaping related materials on the property.
- N. No retail customers of the business allowed by this special use permit shall be invited onto the property by anyone associated with the use allowed by this special use permit.
- O. The hours of operation of the business allowed by this special use permit shall be Monday through Saturday from 6:00 a.m. until 5:00 p.m. Business operations may occur outside the hours of operation in the event of bad weather and snow removal. The owners of the business allowed by this special use permit may reduce these hours of operation.
- P. The noise regulations are as follows:

Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty-five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty-five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

EXEMPTION: Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

- Q. At least one (1) functioning fire extinguisher and one (1) first aid kit shall be on the subject property. Applicable signage stating the location of the fire extinguisher and first aid kit shall be placed on the subject property.
 - R. The owners of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
 - S. The conditions and restrictions contained in Ordinance 2014-29 shall be separate and enforceable from the conditions and restrictions contained in Ordinance 2007-10 and this major amendment to an existing special use permit.
 - T. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business, including but not limited, the public health protection standards for properties in the floodplain contained in the Kendall County Stormwater Management Ordinance.
 - U. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
 - V. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
- 3. This major amendment to an existing special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.
 - 4. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this special use permit.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 18th day of January, 2022.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9 AND THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 16 ALL IN TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF THE CENTER LINE OF ILLINOIS ROUTE 126 BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 9; THENCE NORTH 1 DEGREE 36 MINUTES 40 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 260.00 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 53 SECONDS EAST, 335.00 FEET; THENCE SOUTH 1 DEGREE 39 MINUTES 11 SECONDS EAST, 677.39 FEET TO THE CENTER LINE OF SAID ROUTE 126; THENCE SOUTH 80 DEGREES 28 MINUTES 31 SECONDS WEST ALONG SAID CENTER LINE, 338.17 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 1 DEGREE 40 MINUTES 39 SECONDS WEST, ALONG SAID WEST LINE, 466.05 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF NA-AU-SAY, KENDALL COUNTY, ILLINOIS, EXCEPT THAT PART DEDICATED FOR ROAD PURPOSES PER DOCUMENT NUMBER 2001-24468, RECORDED DECEMBER 18, 2001.

(PERMANENT INDEX NUMBER 06-09-400-005-0000)

Exhibit B

The Kendall County Zoning Board of Appeals reviewed the Petition on December 13, 2021. Zero (0) members of the public testified in favor of the request and one (1) member of the public testified in opposition to the request. On the same date, the Kendall County Zoning Board of Appeals approved the following findings of fact by a vote of six (6) in favor and zero (0) in opposition with Member Vickery abstaining.

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The operation of the special use will not be detrimental to the public health, safety, morals, comfort, or general welfare provided that the operator of the business allowed by this special use permit develops the site according to the submitted site plan, follows the agreed upon hours of operation, and follows the Kendall County Inoperable Vehicle Ordinance, Kendall County Junk and Debris Ordinance, and Kendall County Stormwater Management Ordinance, and related ordinances.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. Provided that the business operates as proposed, no injury should occur to other property and property values should not be negatively impacted.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. Adequate utilities exist on the site based upon the number of proposed employees at the property. No additional buildings are planned for the site. The Petitioners are aware that parking cannot occur in the front yard setback. Route 126 is a State maintained road and should be able to handle the traffic. The Petitioners are aware that floodplain exists on the property and certain materials cannot be stored in the floodplain per the Kendall County Stormwater Management Ordinance.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. This is true because the Petitioners are not asking for any variances.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. True, the proposed use is consistent with an objective found on Page 10-11 of the Kendall County Land Resource Management Plan which calls for “a strong base of agricultural, commercial and industry that provide a broad range of job opportunities, a healthy tax base, and improved quality of services to County residents.”

RECOMMENDATION

On December 13, 2021, the Kendall County Zoning Board of Appeals issued the following recommendation by a vote of six (6) in favor and one (1) in opposition.

Approval subject to the following conditions and restrictions:

1. Conditions 1 (pertaining to number of employees), 2 (pertaining to the site plan), 3 (pertaining to outside storage of commercial vehicles), and 8 of Ordinance 2007-10 shall be repealed. The remaining conditions and restrictions in Ordinance 2007-10 shall remain in force and valid.
2. The site shall be developed substantially in accordance with the submitted site plan. The property owner or operators of the business allowed by this special use permit may remove the frame

residence, garage, wood frame machine shed, and corn crib without amending the site plan.

3. The owners of the business allowed by the special use permit shall maintain the parking areas shown on the site plan and in substantially the same location as depicted on the submitted site plan. The parking area north of the building shall be gravel and the parking lot south of the building shall be asphalt. Any expansions of either parking lots shall require an amendment to the special use permit.
4. The building located on the northeast corner of the property inside the floodplain as shown on the submitted site plan shall not be used as part of the business allowed by this special use permit.
5. The owners of the businesses allowed by this special use permits shall diligently monitor the property for leaks from equipment and vehicles parked and stored on the subject property and shall promptly clean up the site if leaks occur.
6. Any new structures constructed or installed on the property shall not be considered for agricultural purposes and must secure applicable building permits.
7. Equipment and vehicles related to the business allowed by the special use permit may be stored outdoors.
8. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
9. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
10. Except for the purposes of loading and unloading, all landscape related materials shall be stored indoors or in the designated outdoor storage bins as shown on the submitted site plan. The maximum height of the bins or "tents" shall be thirty feet (30') and shall look substantial like the structures shown in submitted picture. The maximum storage heights inside the storage bins shall be capped at twenty-five feet (25'). No miscellaneous storage of vehicles, machinery, or equipment shall occur in the storage bins.
11. One (1) maximum four foot by eight foot (4' X 8') freestanding sign may be located on the subject property. The sign may be illuminated.
12. No landscape waste generated off the property can be burned on the subject property.
13. A maximum of fifteen (15) employees of the business allowed by this special use permit, including the owners of the business allowed by this special use permit, may report to this site for work. No employees shall engage in the sale of landscaping related materials on the property.
14. No retail customers of the business allowed by this special use permit shall be invited onto the property by anyone associated with the use allowed by this special use permit.
15. The hours of operation of the business allowed by this special use permit shall be Monday through Saturday from 6:00 a.m. until 5:00 p.m. Business operations may occur outside the hours of operation in the event of bad weather and snow removal. The owners of the business allowed by this special use permit may reduce these hours of operation.
16. The noise regulations are as follows:

Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty-five (65)

dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty-five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

EXEMPTION: Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

17. At least one (1) functioning fire extinguisher and one (1) first aid kit shall be on the subject property. Applicable signage stating the location of the fire extinguisher and first aid kit shall be placed on the subject property.
18. The owners of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
19. The conditions and restrictions contained in Ordinance 2014-29 shall be separate and enforceable from the conditions and restrictions contained in Ordinance 2007-10 and this major amendment to an existing special use permit.
20. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business, including but not limited, the public health protection standards for properties in the floodplain contained in the Kendall County Stormwater Management Ordinance.
21. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
22. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
23. This special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.

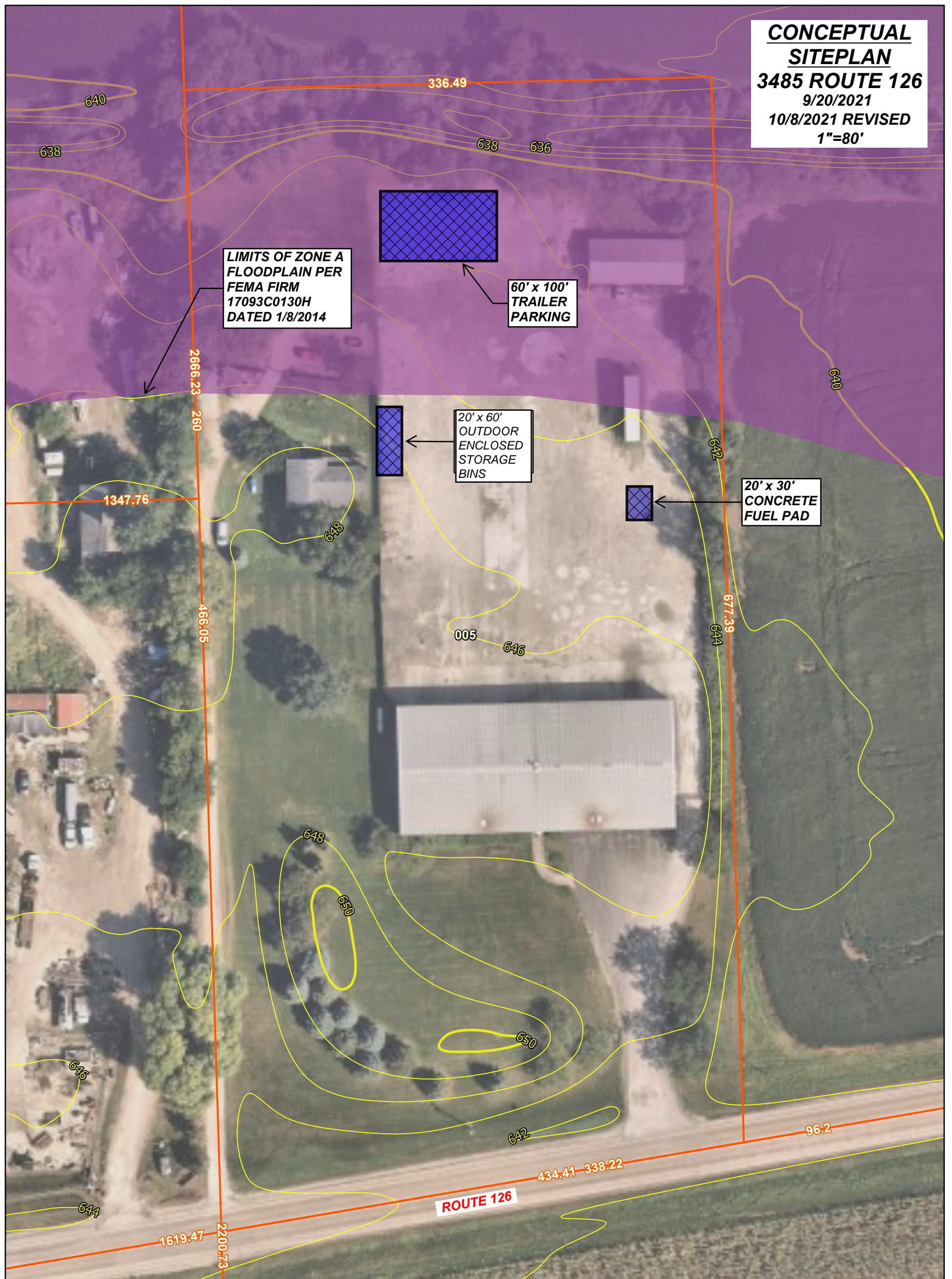


Exhibit D



ORDINANCE NUMBER 2007 - 10

GRANTING A SPECIAL USE
3485 ROUTE 126 COUNTRYSIDE LANDSCAPE SUPPLY

WHEREAS, Triple B South d/b/a Countryside Industries, filed a petition for a Special Use within the A-1 district, for property located at 3485 Route 126 in Na-Au-Say Township; and

WHEREAS, said petition is to allow for the usage of the parcel for a wholesale landscape supply and contracting business; and

WHEREAS, said property is zoned A-1 Agricultural and the request is allowable upon issuance of a Special Use Permit per § 7.01.D.17 of the Kendall County Zoning Ordinance; and

WHEREAS, said property is legally described as follows:

That part of the west ½ of the southeast ¼ of Section 9 and part of the west ½ of the northeast ¼ of section 16 all in Township 36N, Range 8 east of the Third principal meridian, lying northerly of the centerline of Illinois Route No. 126 described as follows: beginning at the southwest corner of said southeast ¼ of Section 9; thence north 01 degrees, 36 minutes, 40 seconds west along the west line of said southeast ¼, 260 feet; thence north 88 degrees, 44 minutes, 53 seconds east, 335 feet; thence south 01 degrees, 39 minutes, 11 seconds east, 677.39 feet to the centerline of said road; thence south 80 degrees, 28 minutes, 31 seconds, west along said centerline, 338.17 feet to the west line of said northeast 1/4; thence north 01 degrees, 40 minutes, 39 seconds west along said west line, 466.05 feet to the point of beginning, in the Township of NA-AU-SAY, Kendall County, Illinois (PIN 06-09-400-005)

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

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

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a Special Use zoning permit for the use indicated in the recitals section of this Ordinance and as indicated on the submitted Site Enhancement Plan included as Exhibit "A" attached hereto and incorporated herein, subject to the following conditions:

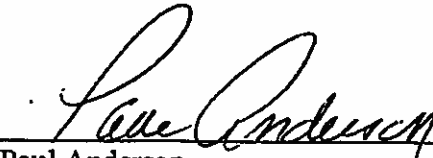
1. The maximum number of employees reporting to the site is 40.
2. The development of the site shall be in conformance with the submitted Site Enhancement Plan dated August 18, 2006 with a latest revision date of March 9, 2007.
3. All commercial vehicles used for the special use are to be stored inside an accessory structure when not in use.

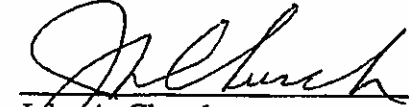
4. No construction activity can take place on the portion of the subject parcel located in Section 9 of Na-Au-Say Township until such time that a detailed flood plain study has been forwarded to PBZ staff and Strand Associates, to ensure that there are no negative impacts to Aux Sable Creek.
5. A site development permit will need to be secured prior to construction of the proposed parking stalls demonstrating that the post construction elevations of that portion of the parking lot located within the flood plain as depicted on the existing FEMA FIRM maps dated July 19, 1982 (Community Map Panel 170341 0100 C) will not exceed the existing elevations of the existing grades on the site.
6. No construction activity shall take place and no permits (building, occupancy or site development) shall be issued for the subject parcel located in Section 9 of Na-Au-Say Township until such time that the required 15 foot Regional Trail easement, and the additional ROW along Route 126 per the previous Agreed Court Order, has been supplied and recorded.
7. All renovations to existing structures must conform to a commercial standard per the provisions of the Kendall County Building Code, including handicapped accessibility of the structures.
8. Other than the outside storage of non-growing landscaping materials, no outside storage shall be allowed on the site.
9. Occupancy in the existing residence will be restricted to an employee of the petitioner, for use as a caretaker's residence, and his/her immediate family members.
10. No composting will be done on-site. All grass clippings will be stored temporarily in a bin or dumpster and be hauled off the site periodically when the bin becomes full.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS OF, this ordinance has been enacted on March 20, 2007.

Attest:


Paul Anderson
Kendall County Clerk


John A. Church
Kendall County Board Chairman

REVISIONS	DATE	DESCRIPTION
1	8/15/08	PER COUNTY
2	10/23/08	PER COUNTY
3	1/13/07	PER COUNTY
4	1/13/07	PER COUNTY
5	1/13/07	PER COUNTY

ROUTE 128
SITE IMPROVEMENTS
OSWEGO, ILLINOIS

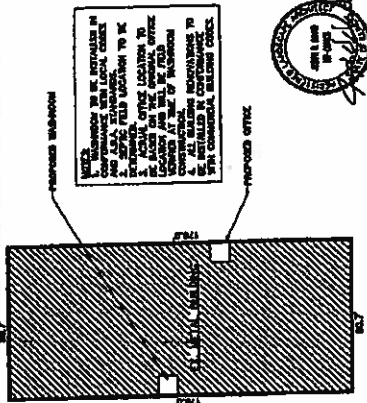
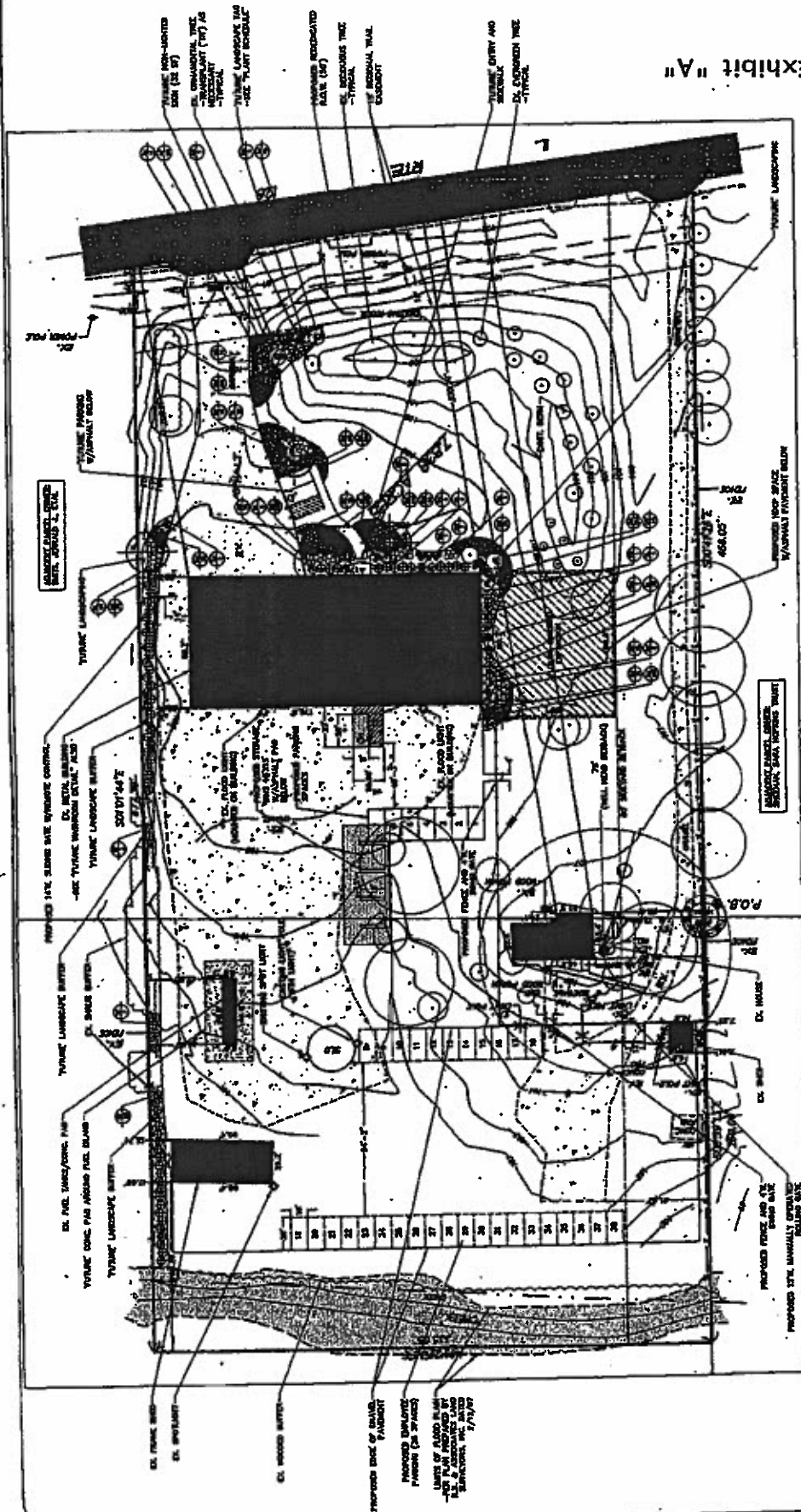
SITE ENHANCEMENT
PLAN
DATE: AUGUST 18, 2008
DESIGN: J. DAVITO, CIVIL
SCALE: 1"=30'-0"

Countryside
Landscape Architects & Constructors
COUNTRYSIDE INDUSTRIES, INC. COPYRIGHT © 2008

PROJ. NO. 08-1
LSI



SITE ENHANCEMENT PLAN
NOTE: ALL BASE INFORMATION PROVIDED IN PLAN OF SURVEY DATED 4/24/08 PREPARED BY COUNTRYSIDE INDUSTRIES, INC. 430/553-1580.



PLANT SCHEDULE

NO.	PLANT	QUANTITY	LOCATION	REMARKS
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Exhibit "A"



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: Kendall County Committee of the Whole

From: Matthew H. Asselmeier, AICP, CFM, Senior Planner

Date: January 11, 2022

Re: Proposed Contract with Wiss, Janney, Elstner Associates, Inc. for Historic Structure Survey

In December, Kendall County submitted a Certified Local Government Grant application with the State to conduct a historic structure survey in unincorporated Kendall and Bristol Townships with the exception of that portion of Helmar located in Kendall Township.

The Historic Preservation Commission previously worked with a representative from Wiss, Janney, Elstner Associates, Inc. (WJE) to prepare the grant application. WJE conducted similar structure surveys in unincorporated Will and Kankakee Counties.

In preparation for starting the survey project, assuming grant funds were awarded, the Planning, Building and Zoning Department requested that WJE submit a proposal to conduct the survey. The proposal is attached.

The Kendall County Historic Preservation Commission reviewed the proposal at their meeting on December 20, 2021. The Commission had some comments on the proposal and WJE responded to those comments; this correspondence is also attached. The consensus of the Commission was to forward the proposal to the State's Attorney's Office for review.

The Kendall County Planning, Building and Zoning Committee reviewed the proposal at their meeting on January 10, 2022. By a vote of five (5) in favor and zero (0) in opposition, the Committee voted to forward the proposal to the Committee of the Whole with a request that the proposal be forwarded to the State's Attorney's Office upon awarding of the grant.

If you have any questions regarding this memo, please let me know.

MHA

Encs.: Wiss, Janney, Elstner Proposal

Correspondence with Ken Itle Regarding the Proposal

AIA® Document B102™ – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the --- day of January in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Kendall County Planning, Building, and Zoning
111 West Fox Street
Yorkville, IL 60560

and the Architect:
(Name, legal status, address and other information)

Wiss, Janney, Elstner Associates, Inc
330 Pfingsten Road
Northbrook, IL 60062
(847) 272-7400

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Kendall and Bristol Townships Rural Historic Structures Survey
WJE No. 2021.5052

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1751540048)

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Refer to the attached WJE proposal, dated August 10, 2021.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Kenneth M. Itle
Wiss, Janney, Elstner Associates, Inc.
330 Pfingsten Road
Northbrook, IL 60062
kitle@wje.com
(847) 272-7400

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

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§ 1.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million dollars (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(List name, address, and other contact information.)

Matthew H. Asselmeier, Senior Planner
Kendall County Planning, Building and Zoning
111 West Fox Street
Yorkville, IL 60560
masselmeier@co.kendall.il.us
(630) 553-4139

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of

the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Kendall County may use the documents prepared under this agreement as it determines, but Wiss, Janney, Elstner Associates, Inc. (WJE) shall be credited as the author and incur no liability for Kendall County's use of the documents after completion of the survey project.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect 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 binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place 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.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

Init.

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User Notes:

(1751540048)

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

zero

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

zero

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

☐ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☒ Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

Three months after submission of the final documentation.

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

\$42,500

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

2 % two percent

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Refer to the attached WJE proposal, dated August 10, 2021.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

Init.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

WJE proposal dated August 10, 2021.

- .4 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Kenneth M. Itle, AIA Associate Principal
(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B102™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:30:06 ET on 12/10/2021.

PAGE 1

AGREEMENT made as of the --- day of January in the year 2022

...

Kendall County Planning, Building, and Zoning
111 West Fox Street
Yorkville, IL 60560

...

Wiss, Janney, Elstner Associates, Inc
330 Pfingsten Road
Northbrook, IL 60062
(847) 272-7400

...

Kendall and Bristol Townships Rural Historic Structures Survey
WJE No. 2021.5052
PAGE 2

Refer to the attached WJE proposal, dated August 10, 2021.

...

Kenneth M. Itle
Wiss, Janney, Elstner Associates, Inc.
330 Pfingsten Road
Northbrook, IL 60062
kitle@wje.com
(847) 272-7400

PAGE 3

§ 1.5.1 Commercial General Liability with policy limits of not less than ~~(\$)one million dollars (\$1,000,000)~~ for each occurrence and ~~(\$)two million dollars (\$2,000,000)~~ in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million dollars (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

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§ 1.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.

...

Matthew H. Asselmeier, Senior Planner
Kendall County Planning, Building and Zoning
111 West Fox Street
Yorkville, IL 60560
masselmeier@co.kendall.il.us
(630) 553-4139

PAGE 4

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate. Kendall County may use the documents prepared under this agreement as it determines, but Wiss, Janney, Elstner Associates, Inc. (WJE) shall be credited as the author and incur no liability for Kendall County's use of the documents after completion of the survey project.

PAGE 5

☒ Litigation in a court of competent jurisdiction

PAGE 7

zero

...

zero

...

☒ Other

...

Three months after submission of the final documentation.

...

\$42,500

PAGE 8

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

N/A

...

§ 6.3.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

2 % two percent

PAGE 9

Refer to the attached WJE proposal, dated August 10, 2021.

PAGE 10

WJE proposal dated August 10, 2021.

...

Kenneth M. Itle, AIA Associate Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kenneth M. Itle, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:30:06 ET on 12/10/2021 under Order No. 3104236190 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Wiss, Janney, Elstner Associates, Inc.
330 Pfingsten Road
Northbrook, Illinois 60062
847.272.7400 tel
www.wje.com

August 10, 2021

Matthew H. Asselmeier, AICP, CFM
Senior Planner
Kendall County Planning, Building & Zoning
111 West Fox Street
Yorkville, Illinois 60560-1498

Historical Survey - Kendall and Bristol Townships

WJE No. 2021.5052

Dear Mr. Asselmeier:

At your request, Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this proposal to conduct a historical and architectural survey of Kendall and Bristol Townships, two of the nine townships within Kendall County. The townships were selected by the Kendall County Historic Preservation Commission (Commission). Based on past correspondence with you, it is our understanding that Kendall County intends to apply for a Certified Local Government (CLG) Grant from the Illinois State Historic Preservation Office to support the survey work. Additionally, local volunteers recruited by the Commission will be available to participate in the project work.

The intent of these surveys will be to identify historically and architecturally significant properties and/or sites over 50 years of age, which will result in recommendations of the most noteworthy properties for listing in the National Register of Historic Places or designation as a Local Landmark. As part of the survey, the present condition, integrity, architectural style and features, construction date, and any additions or alterations would be identified for the most significant properties.

SCOPE OF WORK

The Kendall County Historic Preservation Commission seeks to conduct an intensive-level historical and architectural survey of unincorporated areas of Kendall Township (excluding Helmar) and Bristol Township in Kendall County. Based on an initial review of 1930s aerial photography as compared to present-day aerial photography, we estimate that there are approximately 160 existing properties in Kendall Township and 80 existing properties in Bristol Township that should be included in the survey.

To perform the tasks involved with the completion of an intensive-level survey, we understand that members of the Kendall County Historic Preservation Commission will volunteer their time to support the field survey work and historical research.

Based on our understanding of the project, we propose the following scope of work:

1. **Orientation Meeting.** Attend a meeting with the Kendall County Historic Preservation Commission to discuss the survey, clarify the scope of work and methodology, and establish plans for the implementation of the work.

2. **Sample Report and Survey Form.** Provide a sample of the typical survey form to be used for the project.
3. **Field Survey.** Perform a survey of farmsteads, cemeteries, and rural churches identified in Kendall and Bristol Townships. Each survey team will typically include one WJE staff member and one Kendall County volunteer. Volunteers will be trained by WJE staff prior to commencement of the field survey.
4. **Photographic Documentation.** Prepare documentary photographs using digital photography in accordance with the National Register Photo Policy Factsheet of May 2013.
5. **Map.** Prepare a base map of the survey area, showing approximate location of survey sites. The map will be prepared using GIS software. We assume that Kendall County will provide baseline GIS data such as parcel boundaries.
6. **Determinations of Eligibility.** Field survey information and research materials collected by volunteers will be reviewed, and landmark status eligibility evaluations will be made for all inventoried sites.
7. **Database Development.** The survey data will be compiled using Microsoft Access.
8. **Draft Report.** Prepare summary draft reports for Kendall and Bristol Townships, with a discussion and evaluation of the Kendall County region, including the following:
 - Executive Summary
 - Survey methodology
 - A description and context history of the township and the surrounding region, including the growth of businesses, agriculture, and development (it is assumed volunteers coordinated by the county will conduct research and WJE will prepare the historical narrative)
 - List of structures within the survey area, with approximate construction date, architectural style, and the level of significance of each structure
 - Tabulated results from the survey area, including the acres surveyed, total properties extant at time of survey, and number of properties meriting further historical research
 - Map of the survey area
 - Map of potential historic districts, if applicable
 - Map locating noteworthy properties considered eligible for individual landmark status
 - A brief description of significant and relevant surveys previously undertaken in the survey area
 - Identification of any difficulties or limitations in the survey
 - A discussion of recommended strategies for identifying and protecting significant historic properties in the survey area
 - Bibliography of previous surveys and sources referenced

The draft report will be submitted electronically for review.

9. **Final Report and Deliverables.** Based on comments received on the draft report, revise and finalize the summary report. The final survey forms, photography, database, mapping, and report files will be provided electronically on CD-ROM. No printed hard copy deliverables are included at this time.
10. **Public Meetings.** Attend up to two scheduled meetings with the Kendall County Historic Preservation Commission during the project. Meetings are assumed to be held at the Kendall County office in Yorkville.

As noted above, we anticipate each survey team will typically include one WJE staff member and one Kendall County volunteer. Kendall County will coordinate volunteers to be available to accompany WJE staff during the field survey work.

Additionally, volunteers coordinated by the county will conduct research into the history and development of Kendall and Bristol Townships in area historical societies (supported by knowledgeable members), as well as local libraries. Scans or photocopies of research materials will be provided to WJE, who will develop the context history as described above.

SCHEDULE

Following contracting, WJE will develop a schedule with Kendall County to complete the tasks described in the Scope of Work to meet any submittal requirements indicated by the Illinois State Historic Preservation Office. Tentatively, we understand that grant applications are to be submitted this fall for projects to be performed in 2022.

BUDGET

To perform the above described Scope of Work, we propose the following budgets, inclusive of all expenses:

Item	WJE Budget
Kendall Township Survey	\$30,000
Bristol Township Survey	\$15,000

All WJE services will be provided in accordance with the attached *Terms and Conditions for Professional Services*.

The above budgets assume the survey work for each township will be done separately. If the work is combined and the surveys are done concurrently as part of a single project, some savings are possible by combining meetings and other administrative tasks. Therefore, a budget of \$42,500 is proposed to complete both surveys and associated tasks concurrently.

The budgets presented above are for WJE time and expenses only. Therefore, we recommend requesting grant funding at least equal to this amount. The budgets above do not include time from volunteers coordinated by Kendall County to conduct research and assist with the field survey work or other expenses incurred by Kendall County during the project (e.g., printing of hard copies of the final report). It



is anticipated that volunteer time and other expenses will provide the local match required as part of the grant program.

If you have any questions, or would like to discuss anything regarding this proposal, please let us know.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Kenneth M. Itle
Associate Principal



Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the specific property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.60 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as

an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices more than 30 days past due are subject to a 2% interest charge per month (but no more than the maximum extent allowed by law) compounded annually and any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged



existence or discharge of such materials through no fault of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings (except for WJE initiated claims for nonpayment for services), WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

10. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld. Additionally, in no instance shall this paragraph be interpreted to create any rights in any third party.

11. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Special endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal. Excess coverage is available for exposures over primary policy limits except for professional liability.

12. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

13. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever,

including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

14. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

15. Laboratory or Material Testing Services. Material samples not consumed in WJE's work will be discarded 60 days after completion of the project unless the Client requests other disposition in writing. WJE cannot be responsible for material after 60 days and Client shall inform WJE in writing how to dispose of the samples. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage. Rates for sample storage will vary by sample size but in no event will sample charges be less than \$270 per year accruing upon the 61st day of storage and annually thereafter. Failure to pay for underlying services or storage constitutes permission to dispose of all samples held by WJE.

Any testing done on materials or products shall not prevent WJE from any services involving Client's materials or products in the built world. WJE shall have no liability to third parties for any products or materials developed from WJE's services. WJE's reports, trademarks or other property shall not be used to indicate endorsement of any material or product.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Matt Asselmeier

From: Itle, Ken <kitle@wje.com>
Sent: Wednesday, December 29, 2021 8:53 PM
To: Matt Asselmeier
Cc: Scott Koeppel; Scott Gengler; Jeff Wehrli
Subject: RE: [External]RE: Survey Agreement

Hello Matt:

A few responses and clarifications, below.

-Ken

From: Matt Asselmeier <masselmeier@co.kendall.il.us>
Sent: Tuesday, December 28, 2021 2:26 PM
To: Itle, Ken <kitle@wje.com>
Cc: Scott Koeppel <skoeppel@co.kendall.il.us>; Scott Gengler <sgengler@co.kendall.il.us>; Jeff Wehrli <jwexcinc@gmail.com>
Subject: RE: [External]RE: Survey Agreement

Ken:

The Kendall County Historic Preservation reviewed the proposed contract on December 20th and offered the following comments and questions:

1. The Commission wanted to make sure that the portion of Helmar located in Kendall Township would not be part of the survey. Correct, Helmar is not included. Based on my preliminary review, the Kendall Township portion of Helmar appears to consist of only a single house at 11951 Lisbon Road, which may be the parsonage for the church across the street. The vast majority of the Helmar community is in other townships. Let me know if the commission means to exclude something more than that.
2. In Section 4.2.4, the Commission favored the court of competent jurisdiction be the Kendall County courts. We will edit the AIA document to reflect this.
3. The Commission wanted to reiterate that the maximum cost of the project would be \$42,500. There was discussion about travel, printing, and other expenses and the Commission wanted to make sure those costs were incorporated into the \$42,500 figure and not extra costs. Correct, the \$42,500 fee includes all expenses; there are no separate reimbursables.
4. What is the minimum number of volunteers needed for this project? I recommend identifying at least 4 and up to 10 volunteers. We will need approximately twenty person-days of volunteer field survey time. With 4 volunteers, that would be about 5 days each person, which is probably the most that it is feasible for the average person to commit to. But with more than 10 volunteers, the training of new people becomes too complicated.
5. How many binders would be produced and what are the costs of these binders? I had assumed only electronic deliverables. We can print & spiral bind a limited number of copies of the report and survey forms in-house on regular paper. If needed, we can work with a print shop to produce a larger volume of printed copies, or to print the reports or survey forms on archival paper, but we would need to work out a cost for that. Let's talk about what you need in terms of printed copies, and I'll figure it out.
6. Would the information in the binders be compatible with GIS? I typically prepare the maps using QGIS software. The properties are mapped using a shapefile (.shp) and the database information is referenced using a comma-

separated Excel file (.csv). I believe these files are compatible with other GIS software. The survey database with photos is in Microsoft Access (.mdb)

The proposed contract will go to the Kendall County Planning, Building and Zoning Committee on January 10th with a request for referral to the State's Attorney's Office for legal review. This is our normal operating procedure for contracts. Let me know if there are any additional comments from legal, and we will finalize the AIA contract.

Thanks,

Matthew H. Asselmeier, AICP, CFM
Senior Planner
Kendall County Planning, Building & Zoning
111 West Fox Street
Yorkville, IL 60560-1498
PH: 630-553-4139
Fax: 630-553-4179

From: Itle, Ken [<mailto:kitle@wje.com>]
Sent: Friday, December 10, 2021 10:44 AM
To: Matt Asselmeier <masselmeier@co.kendall.il.us>
Cc: Scott Koepfel <skoepfel@co.kendall.il.us>; Scott Gengler <sgengler@co.kendall.il.us>
Subject: [External]RE: Survey Agreement

Hello Matt:

We would typically use an AIA-format contract for this type of work, with our proposal letter included as an attachment. Please see attached, for your review.

Let me know if questions, and have a good weekend,
Ken

Kenneth M. Itle
Associate Principal

Wiss, Janney, Elstner Associates, Inc.
Engineers / Architects / Materials Scientists
330 Pflingsten Road, Northbrook, Illinois 60062
tel 847.272.7400 | direct 847.753.6465
www.wje.com
kitle@wje.com

From: Matt Asselmeier <masselmeier@co.kendall.il.us>
Sent: Thursday, December 2, 2021 10:16 AM
To: Itle, Ken <kitle@wje.com>
Cc: Scott Koepfel <skoepfel@co.kendall.il.us>; Scott Gengler <sgengler@co.kendall.il.us>
Subject: Survey Agreement

Ken:



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: Kendall County Committee of the Whole

From: Matthew H. Asselmeier, AICP, CFM Senior Planner

Date: 1/11/2022

Subject: Potential Future Land Use Map Changes Along Route 47 in Kendall and Lisbon Townships

At the October 2021 Kendall County Economic Development Committee meeting, the Committee started a discussion about updating the Future Land Use Map along Route 47 in Kendall and Lisbon Townships. At their November meeting, the Committee voted to forward the discussion to the Committee of the Whole.

Attached is an email from the City of Morris' engineers noting the locations of municipal water and sewer services. As noted in the email, sanitary sewers have been extended to Airport Road while water service has been extended to Minooka Road.

The City of Morris' Future Land Use Map, the Village of Plattville's Future Land Use Map, the Village of Lisbon's Future Land Use Map, the current Future Land Use Map for Lisbon Township, and the final proposed Future Land Use Map for Lisbon Township from 2019 are also attached.

At their meeting on January 10, 2022, the Kendall County Planning, Building and Zoning Committee, by a vote of five (5) in favor and zero (0) in opposition, to forward the proposal to the Committee of the Whole with a positive recommendation.

If you have any questions regarding this memo, please let me know.

Thanks,

MHA

Encs.: November 15 Email from Ryan Hansen
City of Morris Future Land Use Map
Village of Plattville Future Land Use Map
Village of Lisbon Future Land Use Map
Lisbon Township Future Land Use Map
Proposed Lisbon Township Future Land Use Map from 2019

Matt Asselmeier

From: Ryan Hansen <ryanhansen@chamlin.com>
Sent: Monday, November 15, 2021 9:10 AM
To: Matt Asselmeier
Cc: Chris Brown
Subject: [External]RE: Morris Questions

Matt, the water main currently extends to Minooka Road as shown on the below image. The sanitary sewer line has been recently extended to Airport Road to service the Proctor and Gamble facility. The City's master plan for sewer and water has utilities being extended up to the Kendall/Grundy County Line. It has been discussed that if the right user were to want to locate in Kendall County and it made financial sense to extend services then the City would not be averse to doing so.

I have copied Mayor Brown on this email also to keep him in the loop.

Please let me know if you need anything.

Thanks

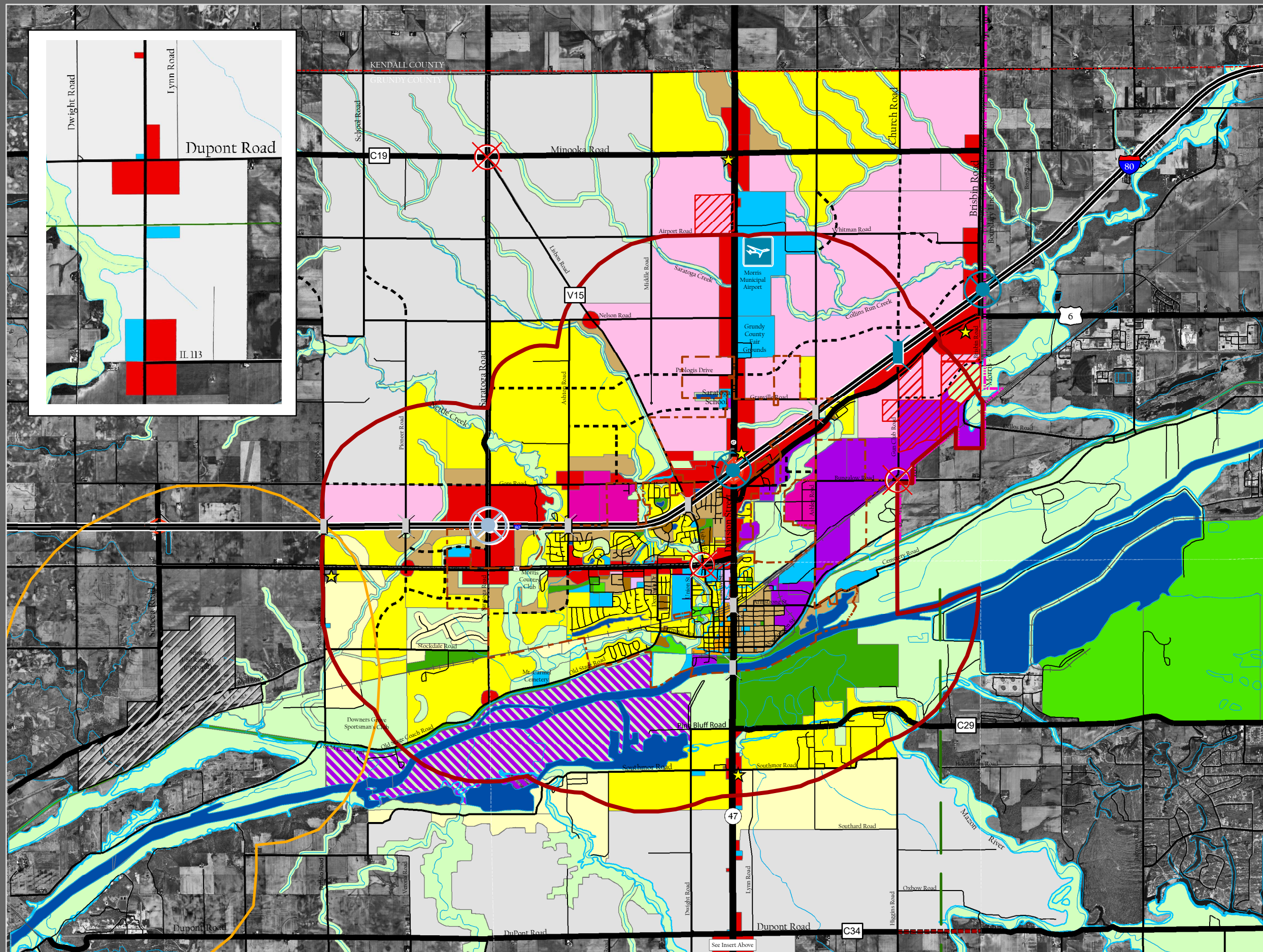
Ryan



From: Matt Asselmeier <masselmeier@co.kendall.il.us>
Sent: Wednesday, November 10, 2021 11:52 AM

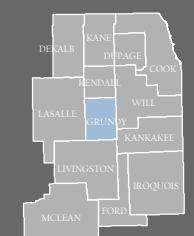
City of Morris

Future Land Use Map



Legend

- New Interchange
- Existing Interchange
- Intersection Improvement
- Proposed Bridge Overpass
- Existing Bridge
- Gateway
- County Line
- ComEd Line
- Seneca Planning Area
- Channahon Boundary Agreement
- 1.5 Mile Planning Area
- Interstate
- Major Arterial
- Minor Arterial
- Collector
- Local Street
- Interchange
- New Arterial
- New Collector
- Railroad
- Open Space (Private)
- Existing Floodplain
- Open Space (Public)
- Agricultural
- Estate Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Institutional
- Commercial
- Downtown
- Business Park
- Business Transition
- Industrial
- Industrial/Private Open Space
- Limited Industrial
- Morris (Incorporated Area)
- Pre-Annexation Areas
- Seneca I-80 Railport (proposed)

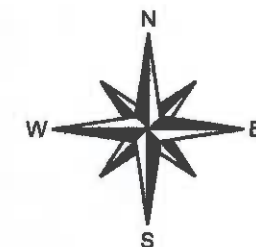
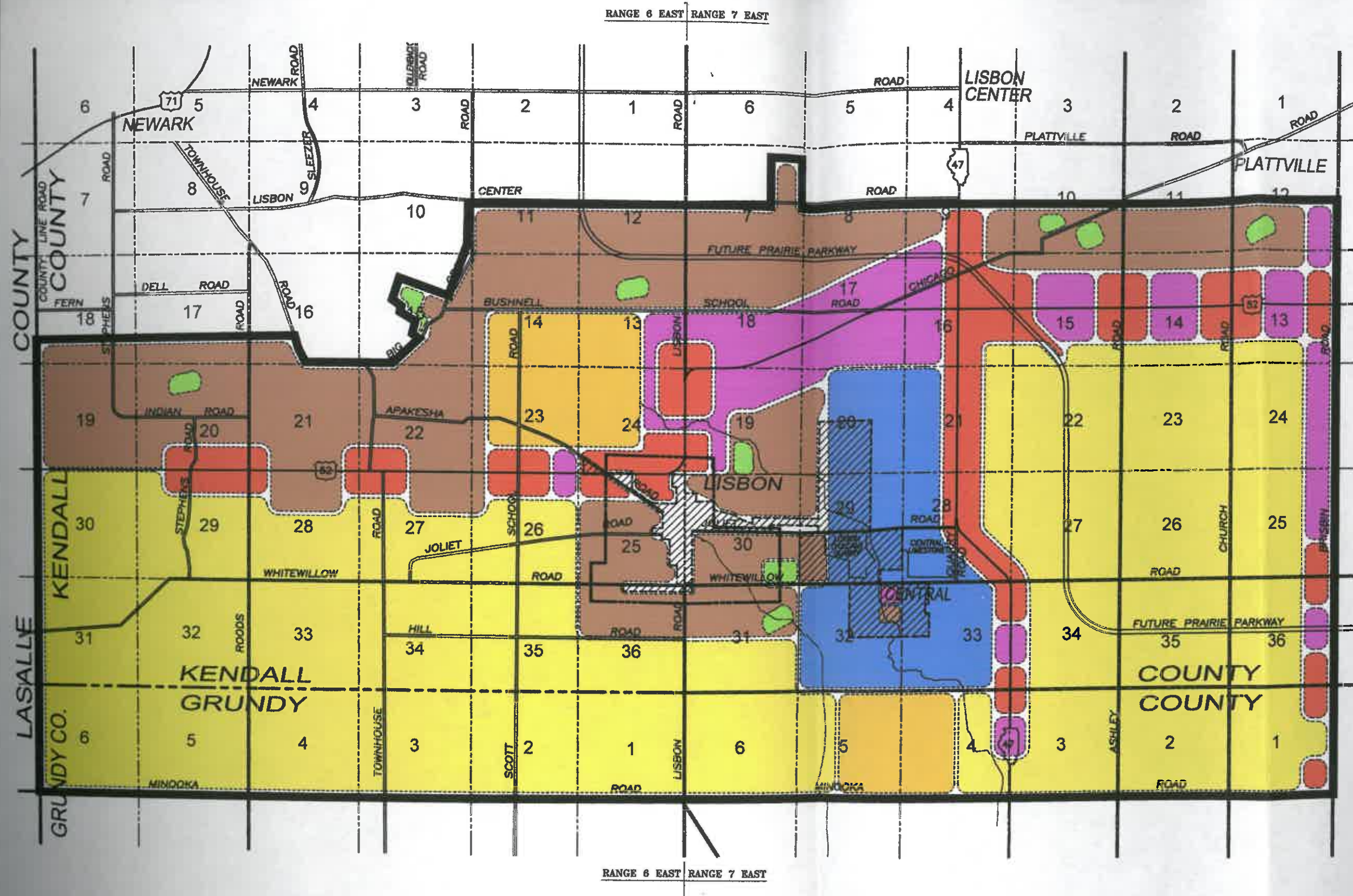


February 2018

0.6 0.3 0 0.6 Miles

See Insert Above

Base map data source: Illinois Department of Natural Resources Floodplain data source: Illinois State Water Survey



LEGEND

- LISBON COMPREHENSIVE BOUNDARY
- EXISTING LISBON VILLAGE LIMITS
- ORIGINAL LISBON VILLAGE LIMITS
- COMMERCIAL
- MIXED USE BUSINESS
- MINING
- OPEN SPACE
- 1 ACRE CITY LOTS
- INDUSTRIAL
- AGRICULTURAL

TOWNSHIP 34 NORTH
TOWNSHIP 33 NORTH

DRAWN BY: MAR	SCALE: 1" = 1700'
CHECKED BY: GRC	DATE: 8/14/07

CHAMLIN
ASSOCIATES

PERU MORRIS
ILLINOIS

COMPREHENSIVE PLANNING MAP VILLAGE OF LISBON, KENDALL COUNTY, ILLINOIS

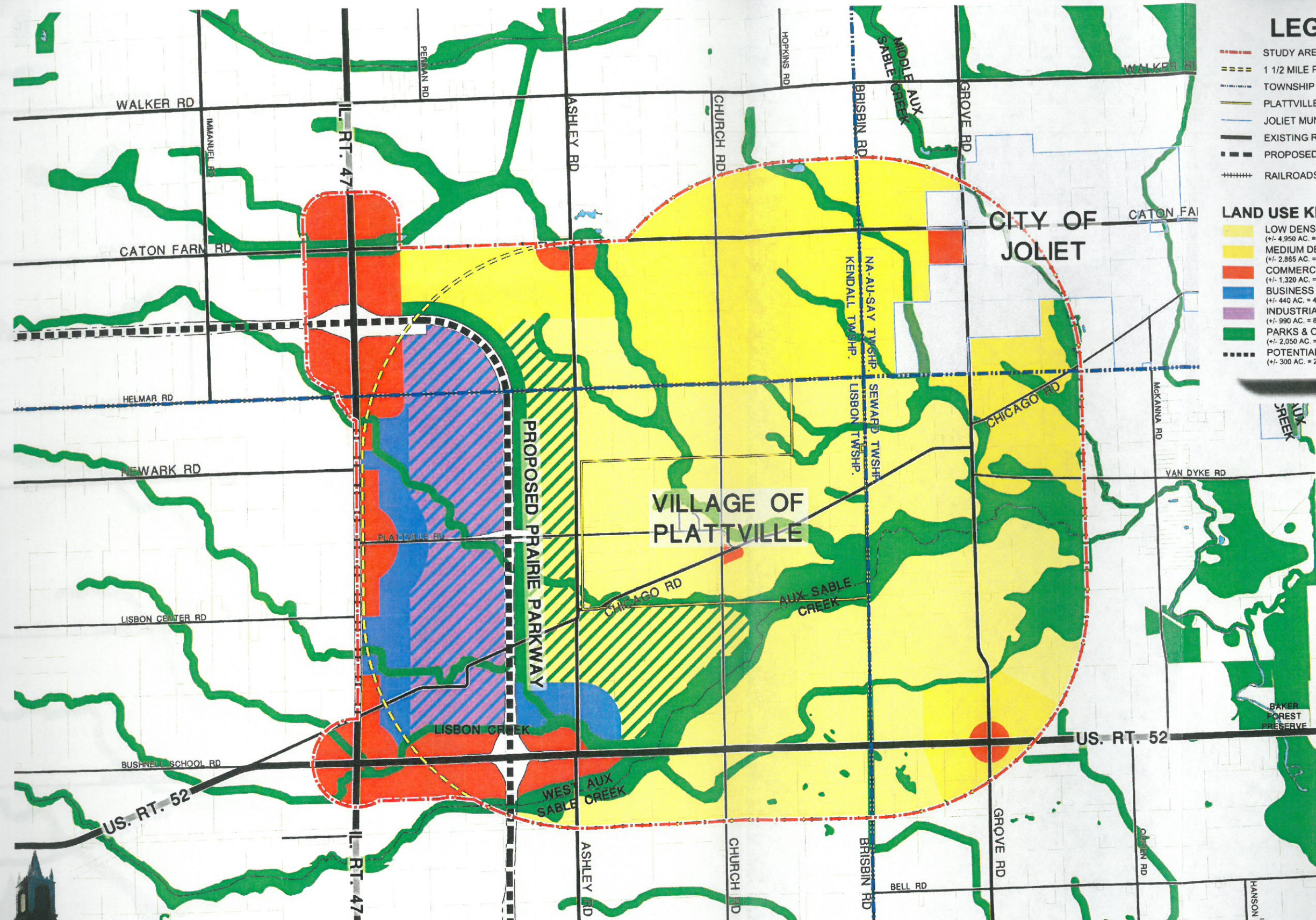
PLANNING AREAS

SCALE: 1" = 1700'

FILE NO.:

SHEET


OF



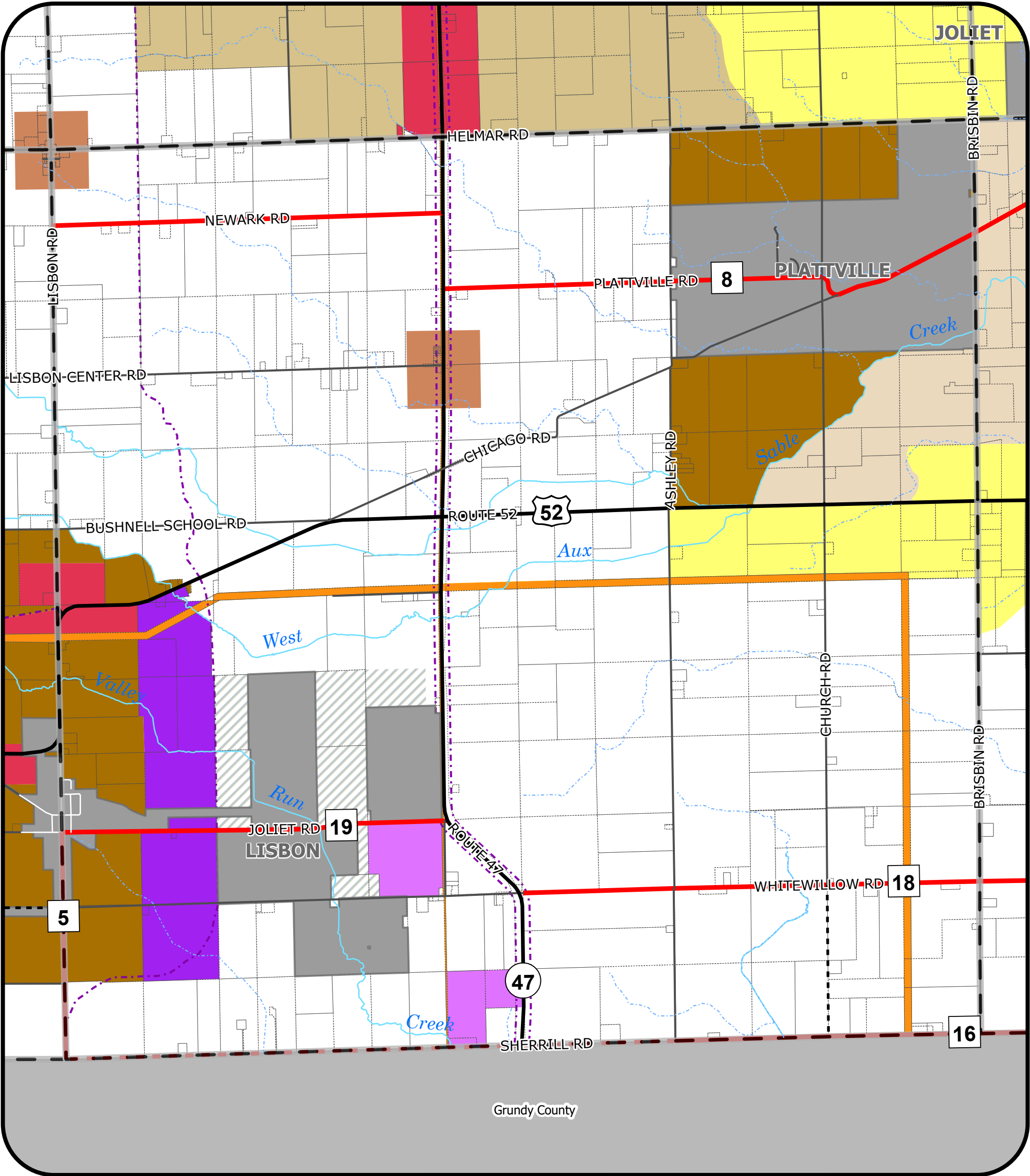
LEGEND

- STUDY AREA
 - 1 1/2 MILE PLANNING RADIUS
 - TOWNSHIP LINE
 - PLATTVILLE MUNICIPAL BOUNDARY
 - JOLIET MUNICIPAL BOUNDARY
 - EXISTING ROADS
 - PROPOSED ROADS
 - RAILROADS
-
- LAND USE KEY**
- LOW DENSITY RESIDENTIAL
(+/- 4,950 AC. = 38% OF STUDY AREA)
 - MEDIUM DENSITY RESIDENTIAL
(+/- 2,865 AC. = 22% OF STUDY AREA)
 - COMMERCIAL
(+/- 1,320 AC. = 10% OF STUDY AREA)
 - BUSINESS PARK/OFFICE
(+/- 440 AC. = 4% OF STUDY AREA)
 - INDUSTRIAL
(+/- 990 AC. = 8% OF STUDY AREA)
 - PARKS & OPEN SPACE
(+/- 2,050 AC. = 16% OF STUDY AREA)
 - POTENTIAL ROADS
(+/- 300 AC. = 2% OF STUDY AREA)

FUTURE LAND USE PLAN - DRAFT


 NORTH
 Scale: 1" = 1,320'

Future Land Use Plan in Kendall County, IL



LAND USE TYPE

- URBAN AREAS - INCORPORATED
- SUBURBAN RESIDENTIAL - MAX DENSITY 1.00 DU ACRES
- RURAL RESIDENTIAL MAX DENSITY 0.65 DU ACRES

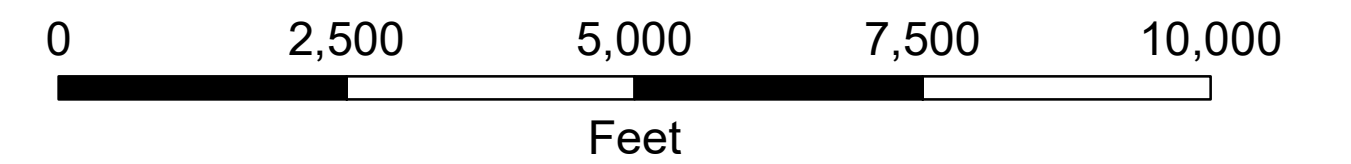
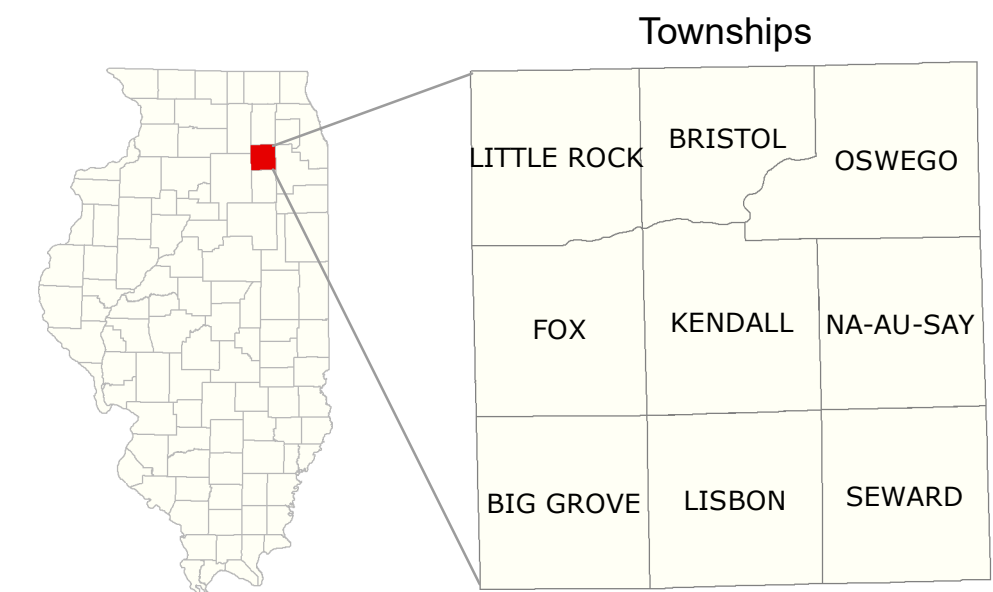
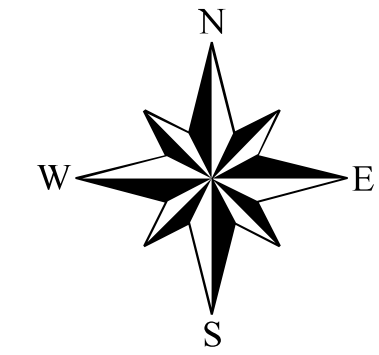
- RURAL ESTATE RESEDENTIAL MAX DENSITY 0.45 DU ACRE
- COUNTRYSIDE RESIDENTIAL MAX DENSITY 0.33 DU ACRE
- COMMERCIAL

- MIXED USE BUSINESS
- COMMONWEALTH EDISON
- MINING
- POTENTIAL MINING DISTRICT AGRICULTURE

- PROPOSED ROADWAY IMPROVEMENTS
- HAMLETS
- TOWNSHIPS

Lisbon Future LRMP Helmar Rd to Sherrill Rd KENDALL COUNTY - 2019 -

<http://www.co.kendall.il.us>



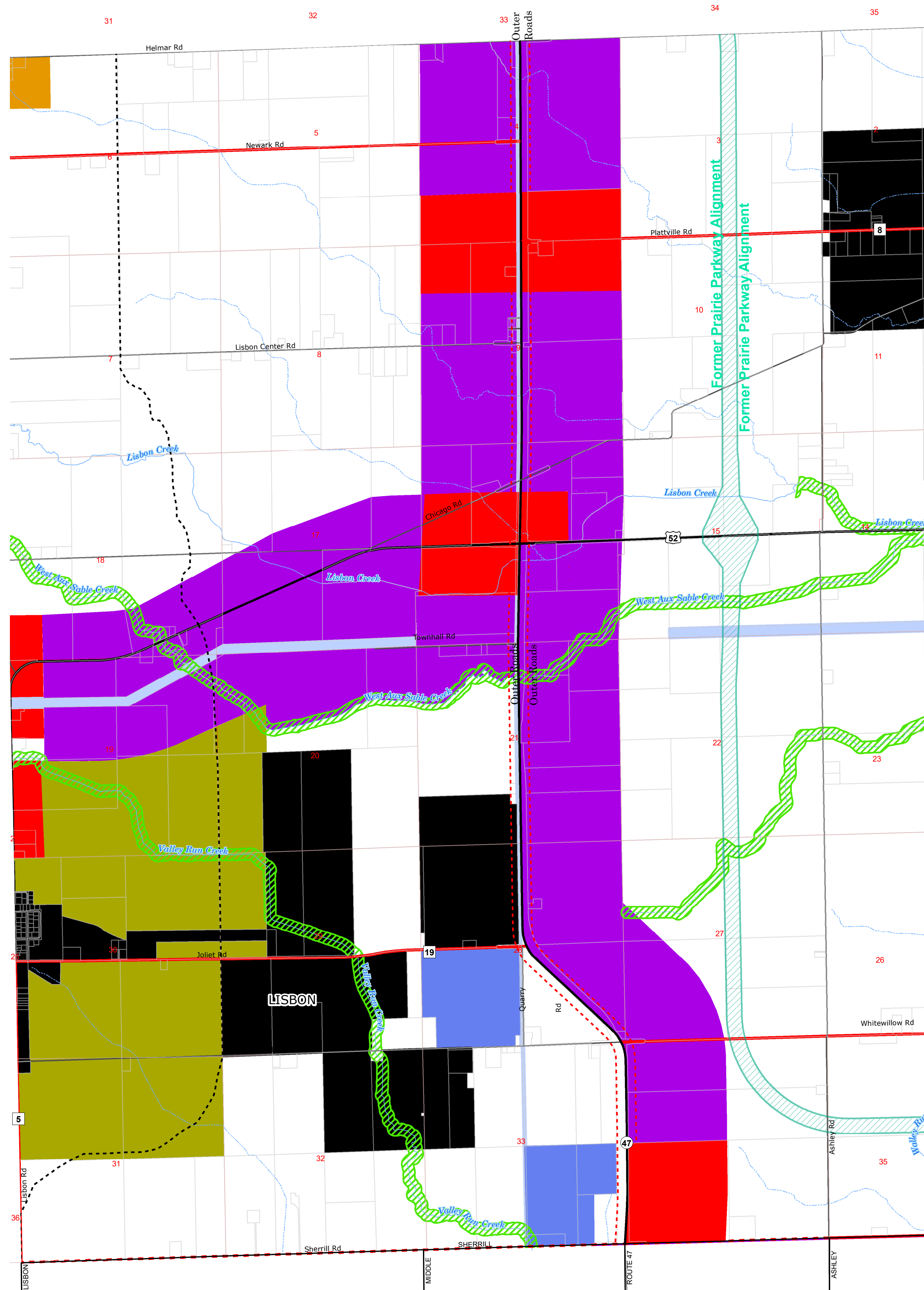
Legend

- Outer Roads
- Proposed Roadways

Future LRMP

Abbreviation

- Urbanized Areas
- Mixed Use Business
- Public Institutional
- Mining
- Rural Settlements
- Commercial
- Continued Growth Suburban Residential



Kendall County GIS
111 West Fox Street - Room 308
Yorkville, Illinois 60560-1498
630.553.4030