

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Scott Gryder - Kendall County Board Chairman

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

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

(SEAL)

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

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

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

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

*Projects for which Kendall County Board is Awarding Authority*

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

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*If to the Grantee:* Oswegoland Park District

313 East Washington  
Oswego, Illinois 60543

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

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

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

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

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

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

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

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

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

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

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

*Attest:*

*Attest:*

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

\_\_\_\_\_

# KENDALL COUNTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

May 14, 1962 and shown on Right of Way Plat of County Highway 22 dated February 6, 1961 in Plat Book 10 Page 61 (Slot 158B), described as follows:

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

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

**AND**

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

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

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

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

**AND**

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

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

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

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

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

**AND**

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

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

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

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

**AND**

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

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

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

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

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

**To be conveyed to Michael R. Meyer and Carroll K. Scott (002 owners)**  
**Parcel No.: 001-CON**  
**Index No.: 06-01-129-001 (pt)**

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

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

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

**AND**

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

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

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

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

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

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

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

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Scott Gryder - Kendall County Board Chairman

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

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Debbie Gillette – County Clerk

# KENDALL COUNTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AND**

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

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

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

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

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

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

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Scott Gryder - Kendall County Board Chairman

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

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Debbie Gillette – County Clerk

(SEAL)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
 Scott Gryder - Kendall County Board Chair

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

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

(SEAL)

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

### **LEGAL DESCRIPTION**

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

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

**EXHIBIT A**

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

### **LEGAL DESCRIPTION**

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

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

**EXHIBIT A**

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

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

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

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

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

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

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

SCHEDULE OF ALTERED SPEED ZONES

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

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

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

SEAL

# KENDALL COUNTY *Facilities Management*

*Inter-Office Correspondence*



April 7, 2020

Amy Cesich  
Animal Control Chair

## Remodeling Project Update

Project to date:

### **Completed Demolition**

- 1) Main entrance concrete interior walls to open up the lobby.
- 2) Raised curb in future Director's office.
- 3) Kennel walls to create the new viewing room.
- 4) Ductwork throughout.
- 5) Ceilings in kennel areas and throughout the office areas.
  - a. Note: I decided to put all new grid up as the old grid was too rusty to restore.
- 6) Old furnace system
- 7) Water piping that would be in the way of the new ductwork.
- 8) Old Ceiling Insulation

### **New work completed to date**

- 1) New window and door openings in kennels and office areas.
- 2) New door frame to outside fenced in area from new viewing room.
- 3) New ductwork install started April 3, 2020.
- 4) Relocation of water heater.
- 5) New Ceiling Insulation

### **Work starting**

- 1) Electrical – Started Monday, April 6, 2020.

### **Projected timeline**

- 1) Ductwork rough in by Friday, April 17, 2020.
- 2) Electrical rough in complete by April 17, 2020.
- 3) Ceiling rough in complete by April 17, 2020.
- 4) H.V.A.C. equipment expected to be onsite by May 1, 2020
- 5) Interior walls main hallway & kennel viewing room start week of April 20, 2020.

### **Extras**

- 1) New Ceiling Insulation/Painting Kennel Ceilings Black \$12,030.00
- 2) Replace existing lined ductwork (to reduce smell) \$5,975.00
- 3) Total project cost to date \$193,466.42

Progress Pictures

Director Office Before



Director Office Windows



Director Office Windows



Main Office Wall Demo



Main Office Wall Demo

Main Office Wall Demo



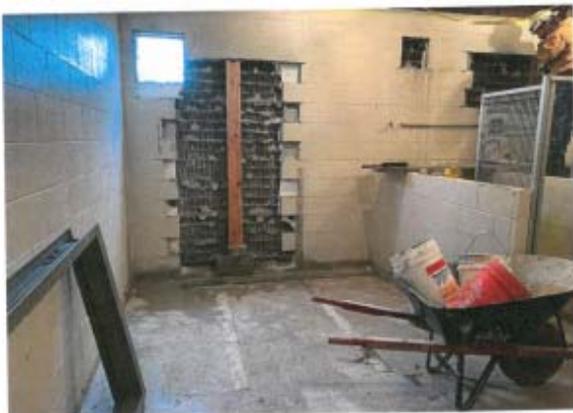
North Kennel Window & Door Openings



North Kennel Before



North Kennel Door Opening



Kennel Black Ceiling



New Ceiling Insulation



Circuit Clerk Salary

**2016 Election**

FY17	12/1/2016	90,097	0.00%	-
FY18	12/1/2017	90,097	0.00%	-
FY19	12/1/2018	90,676	0.64%	579
FY20	12/1/2019	91,554	<u>0.97%</u>	<u>878</u>
			1.61%	1,457

**2020 Election - Scenario 1**

FY21	12/1/2020	93,385	<b>2.00%</b>	1,831
FY22	12/1/2021	95,253	2.00%	1,868
FY23	12/1/2022	97,158	2.00%	1,905
FY24	12/1/2023	99,101	<u>2.00%</u>	<u>1,943</u>
			8.00%	7,547

**2020 Election - Scenario 2**

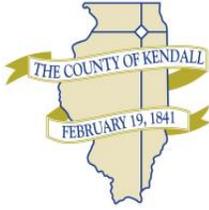
		93,843	<b>2.50%</b>	2,289
		96,189	2.50%	2,346
		98,594	2.50%	2,405
		101,058	<u>2.50%</u>	<u>2,465</u>
			10.00%	9,504

Coroner Salary

<u>2016 Election</u>				
FY17	12/1/2016	57,944	0.00%	-
FY18	12/1/2017	57,944	0.00%	-
FY19	12/1/2018	58,523	1.00%	579
FY20	12/1/2019	59,108	<u>1.00%</u>	<u>585</u>
			2.00%	1,164

<u>2020 Election - Scenario 1</u>				<u>2020 Election - Scenario 2</u>			
FY21	12/1/2020	67,974	<b>15.00%</b>	8,866	<b>70,000</b>	18.43%	10,892
FY22	12/1/2021	69,334	2.00%	1,359	71,400	2.00%	1,400
FY23	12/1/2022	70,720	2.00%	1,387	72,828	2.00%	1,428
FY24	12/1/2023	72,135	<u>2.00%</u>	<u>1,414</u>	74,285	<u>2.00%</u>	<u>1,457</u>
			21.00%	13,027		24.43%	15,177

# Exhibit A



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

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

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

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

Name:

Address,  
phone, and  
E-mail:

Parcel  
Number (10  
digits):

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

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

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

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

\_\_\_\_\_  
Date

OFFICIAL USE ONLY

Date received:

\_\_\_\_\_  
- DO NOT FILL IN BELOW THIS LINE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved:

Attest:

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Scott R. Gryder  
Kendall County Board Chairman

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Debbie Gillette  
Kendall County Clerk

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

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the First Installment of 2019 (Payable 2020) Property Tax Payments**

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Approved:

Attest:

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Scott R. Gryder  
Kendall County Board Chairman

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Debbie Gillette  
Kendall County Clerk