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**KENDALL COUNTY  
COMPREHENSIVE LAND PLAN AND ORDINANCE COMMITTEE  
111 West Fox Street • Rooms 209 and 210 • Yorkville, IL • 60560  
AGENDA**

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**Wednesday, January 23, 2019 – 5:00 p.m.**

**CALL TO ORDER**

**ROLL CALL:** Larry Nelson (Chair), Kendall County Regional Planning Commission Chairman or Designee (Bill Ashton), Kendall County Zoning Board of Appeals Chairman or Designee (Randy Mohr), Kendall County Board Chairman or Designee (Scott Gryder), Kendall County Soil and Water Conservation District Representative (Megan Andrews), Kendall County Planning, Building and Zoning Committee Chairman or Designee (Matthew Prochaska), Jeff Wehrli, and John Shaw

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES** Approval of Minutes from August 22, 2018 Meeting (Pages 2-6)

**NEW/OLD BUSINESS**

1. Discussion of Law Enforcement and Fire Protection Gun Range Zoning Regulations
2. Update on Land Resource Management Plan Amendments for Properties in Lisbon Township (Pages 7-13)
3. Update on Zoning Ordinance Project with Teska Associates (Pages 14-23)
4. Approval of 2019 Meeting Calendar (Page 24)

**OTHER BUSINESS/ANNOUNCEMENTS**

**CITIZENS TO BE HEARD/PUBLIC COMMENT**

**ADJOURNMENT** Next regularly scheduled meeting on Wednesday, February 27, 2019

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

**KENDALL COUNTY  
COMPREHENSIVE LAND PLAN AND ORDINANCE COMMITTEE**

*Kendall County Office Building  
Rooms 209 & 210  
111 W. Fox Street, Yorkville, Illinois  
5:00 p.m.  
Meeting Minutes of August 22, 2018*

Chairman Larry Nelson called the meeting to order at 5:01 p.m.

**Members Present:** Larry Nelson, Bill Ashton, Matthew Prochaska (on behalf of Scott Gryder), Megan Andrews, and Jeff Wehrli

**Member Absent:** Randy Mohr, Bob Davidson, and John Shaw

**Others Present:** Matt Asselmeier and Jasmine Brown Watkins

**APPROVAL OF AGENDA**

Mr. Prochaska made a motion, seconded by Mr. Wehrli, to approve the agenda. With a voice vote of five (5) ayes, the motion carried.

**APPROVAL OF MINUTES**

Mr. Prochaska made a motion, seconded by Mr. Wehrli, to approve the minutes of the April 25, 2018, meeting. With a voice vote of five (5) ayes, the motion carried.

**NEW/OLD BUSINESS**

1. Discussion of Proposed Amendments to the Land Resource Management Plan for Properties in Lisbon Township

Mr. Nelson stated there were a number of meetings and a hearing regarding the proposal.

Mr. Nelson questioned why the Zoning Board of Appeals voted no on the issue. Mr. Asselmeier read his memo.

The Kendall County Zoning Board of Appeals held a meeting on this proposal on July 30, 2018. Seven (7) members of the public expressed opposition to this proposal and nobody from the public spoke in favor of the proposal. Many of those that spoke desired to preserve farmland and prevent the expansion of mining in the area. Some of the members of the public were concerned that, if the proposal was

approved, the door would be opened to non-agricultural uses along the corridor. One (1) member of the public wanted the Prairie Parkway alignment removed because showing the alignment did not serve a planning purpose in their opinion. The Kendall County Zoning Board of Appeals unanimously recommended denial. Ms. Clementi agreed with Mr. Thompson and Mr. LeCuyer and believed more input from the community should be taken into account. She wished for agriculture to be preserved in the area. Mr. Cherry understood the residents' opinions on the matter, but he was still on the fence and just thought he should vote no. Mr. Thompson stated he had some problems with the proposal since he comes from an agriculture background. Also, he stated the importance of a plan. Mr. Whitfield recommended that anyone wanting to preserve their land should work with the Conservation Foundation. Mr. LeCuyer stated there should be more discussion with the residents in the area. He argued there was use and value to the land and the only way to preserve the land is placing it in a conservation trust. Chairman Mohr stated the plan was meant to be a fluid document. He reiterated that zoning is not going to be changed but does believe that certain parts of the proposal needed to be reexamined. He believed that the Prairie Parkway should be kept for on the map for historical purposes. He also argued the one half (1/2) mile corridor was excessive.

At the Zoning Board of Appeals meeting, five (5) attendees indicated they did not receive notification of the meeting by letter. Staff mailed the letters July 5<sup>th</sup>; the letters were not sent certified because Staff believes that State law does not require certified mailings for changes to the Land Resource Management Plan. Unlike a rezoning, a change to the Future Land Use Plan is not binding and has no direct legal action on what a property owner can and cannot do with their land.

The Kendall County Planning, Building and Zoning Committee discussed this issue at their meeting on August 13, 2018. The following comments on this issue were provided at that meeting:

Kurk Friestad, Chicago Road, stated that he wanted to keep the County agricultural in the southern portion of the County and is opposed to the proposed changes. He believed the changes open the door for removing agriculture. Chairman Davidson responded that, if owners never sale their land, the proposal will not affect them. However, owners have a right to sell their land. Chairman Davidson also stated a comprehensive plan was necessary to prevent problems in the future like homes on or near a four (4) lane highway. He did not believe factories or businesses will come to the area until sewer and water is brought to the area. The comprehensive plan will be looked at every five (5) years and can be changed. Kurk Friestad responded that changing the ground from agriculture will not be beneficial now or in the long term. Member Kellogg stated the comprehensive plan gives guidance for an investor coming into the area. Also, land owners have rights and the County cannot prevent them from doing certain activities with their land. He stated that doing

nothing was not a good idea. Mr. Friestad did not believe water and sewer will be coming to area in the near future.

Steven Halcomb, Sherrill Road, questioned the public policy for the Committee. He stated his household and his in-law's household did not receive any correspondence in the mail regarding the proposal. He asked what incentives exist for the county to have mining in Lisbon Township. He also asked if any study occurred examining which properties produce the greatest agricultural yields per acre and which properties have the most rock for mining. Chairman Davidson agreed that many property owners were not notified. Mr. Asselmeier stated that, in his opinion, State law does not require notification because the zoning of the property will not change if this proposal is approved. Mr. Asselmeier also stated that nobody in Section 32 of Lisbon Township was notified by mail. Mr. Asselmeier stated that a property owner can still go to the Village of Lisbon, annex their property, and rezone their property under the Village of Lisbon's regulations, if this proposal is rejected.

Linda Fosen, Townhall Road, did not agree with the proposed changes of a half (1/2) mile corridor on Route 47 and the removal of the rural settlement classification on the map. She asked for clarification of rural settlement. Mr. Asselmeier stated there was a small area on Route 47 that had been classified as rural settlement.

Mr. Nelson questioned if it was required to notify the residents of the amendment changes. Mr. Asselmeier responded no. Mr. Asselmeier stated the proposal nearly matches the Village of Lisbon's map. The mining area is slightly smaller on the Kendall County proposed map.

Mr. Ashton acknowledged the only thing removed was the buffer, but nothing changed.

Mr. Nelson stated the issue seemed to be the mining district that was increased. Mr. Ashton stated the claims from the public that the mining district size was made bigger were inaccurate.

Mr. Wehrli responded that there seems to be a lack of communication and information provided to the public which is causing the problems. Mr. Ashton stated the issue is not communication. In his opinion, the residents were not accepting the answers.

Mr. Asselmeier stated the letter provided to the residents stated the change would not affect their property.

Mr. Ashton believed the residents should be able to come back to the board and state their problems. Also, the residents were given more than enough notices

regarding the issue. Mr. Ashton recommended sending out a letter regarding holding a meeting and not sending it out as a notice.

Mr. Nelson stated the issue to be put it off until the November meeting.

Mr. Ashton stated the biggest concern he is hearing is the mining size, even though it has not been changed.

Mr. Nelson stated he would like the Kendall County Economic Development Commission to get involved with the proposed amendment.

Mr. Wehrli agreed that the decision should be held off until November.

Mr. Ashton made a motion, seconded by Mr. Prochaska, to have an informational meeting on the proposal with property owners within one (1) mile of the impacted area be held on November 28, 2018. With a voice vote of five (5) ayes, the motion carried.

Mr. Wehrli stated he is concerned with the property taxes and the only way to combat them is by welcoming businesses.

2. Discussion of Petition 18-07 Regarding Text Amendments to Section 13.08 of the Kendall County Zoning Ordinance Pertaining to the Renewal, Amendment, and Revocation of Special Use Permits

Mr. Ashton stated the petition went to the Kendall County Regional Planning Commission and the Zoning Board of Appeals and both voted no. Along with the denial recommendation, Lisbon Township and Kendall Township were filing formal objections to the petition. Mr. Ashton further explained that the County Board would have the right to revoke a special use without a super majority vote.

Mr. Nelson did not believe it was a good way to run the County. Also, this petition would create more problems economically for developers and businesses.

Mr. Prochaska stated the petition could become very dangerous and political which would hurt the county.

Mr. Ashton stated he believes the owners should do what they want on their land, unless it becomes a hindrance to someone else. He continued that it was not alright to take anyone's special use away without due process. He recommended sending the petition back to Planning, Building and Zoning Committee to look at the issues and send it back to the Comprehensive Land Plan Ordinance Committee to review.

Mr. Nelson stated the petition should be reconfigured and brought back to the committee.

Mr. Ashton made a motion, seconded by Mr. Wehrli, to bring the proposal back to the Comprehensive Land and Ordinance Committee in October. With a voice vote of five (5) ayes, the motion carried.

**OTHER BUSINESS/ANNOUNCEMENTS**

None

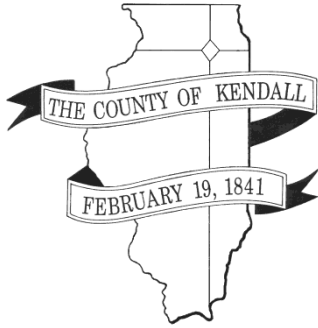
**CITIZENS TO BE HEARD/PUBLIC COMMENT**

None

**Adjournment:**

The next meeting will be October 24, 2018. Mr. Werhli, seconded by Mr. Prochaska, made a motion to adjourn the meeting. With a voice vote of five (5) ayes, the motion passed and the meeting adjourned at 5:45 p.m.

Respectfully submitted,  
Matthew H. Asselmeier, AICP  
Senior Planner



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**DEPARTMENT OF PLANNING, BUILDING & ZONING**

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

**MEMORANDUM**

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To: Kendall County Planning, Building and Zoning Committee

From: Matthew H. Asselmeier, AICP, Senior Planner

Date: December 5, 2018

Re: Proposed Future Land Use Map Change Along Route 47 in Lisbon Township

After the November 27<sup>th</sup> Kendall County Board meeting, the Village of Lisbon, as required by State law, recorded a notice of adoption of a Comprehensive Plan. This was the Comprehensive Plan that the Village adopted in January 2009.

The Village of Lisbon Future Land Use Map that was recorded with their Comprehensive Plan does not match the map previously reviewed by the County.

Attached to this memo are the proposed Future Land Use Map incorporating the old Village of Lisbon Future Land Use Map's mining area, the old Village of Lisbon's Future Land Use Map, the new Village of Lisbon's Future Land Use Map, a map incorporating the Mining Area on the new Village of Lisbon's Future Land Use Map, a map showing sections 32 and 33 as mixed use business, and the existing Future Land Use Map for Lisbon Township.

If you have any questions, please let me know.

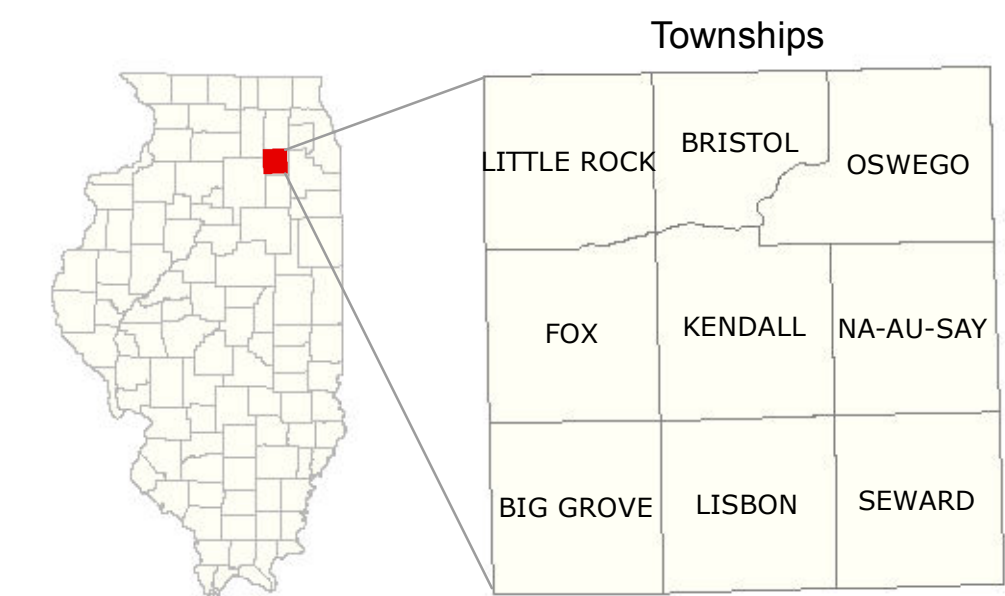
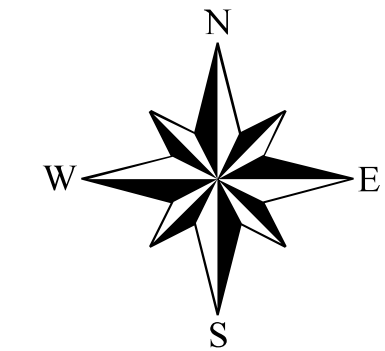
MHA

ENC: Proposed Future Land Use Map (Old Lisbon Map)  
Proposed Future Land Use Map (New Lisbon Map)  
Mixed Use Business Map  
Old Lisbon Future Land Use Map  
New Lisbon Future Land Use Map  
Current Future Land Use Map for Lisbon Township

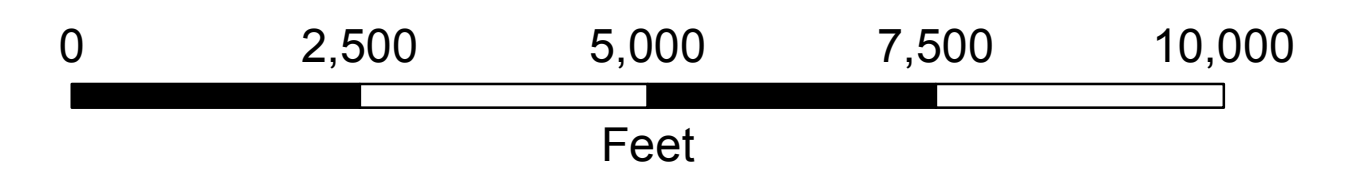
# Lisbon Future LRMP Helmar Rd to Sherrill Rd KENDALL COUNTY

- 2018 -

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



Scale: 1 in = 1,667 feet



## Legend

--- Outer Roads

--- Proposed Roadways

### Future LRMP

#### Abbreviation

Natural Resource Areas

Grundy Mixed Use Business

Court Ordered Mining

Open Space

Urbanized Areas

Mixed Use Business

Transportation Corridors

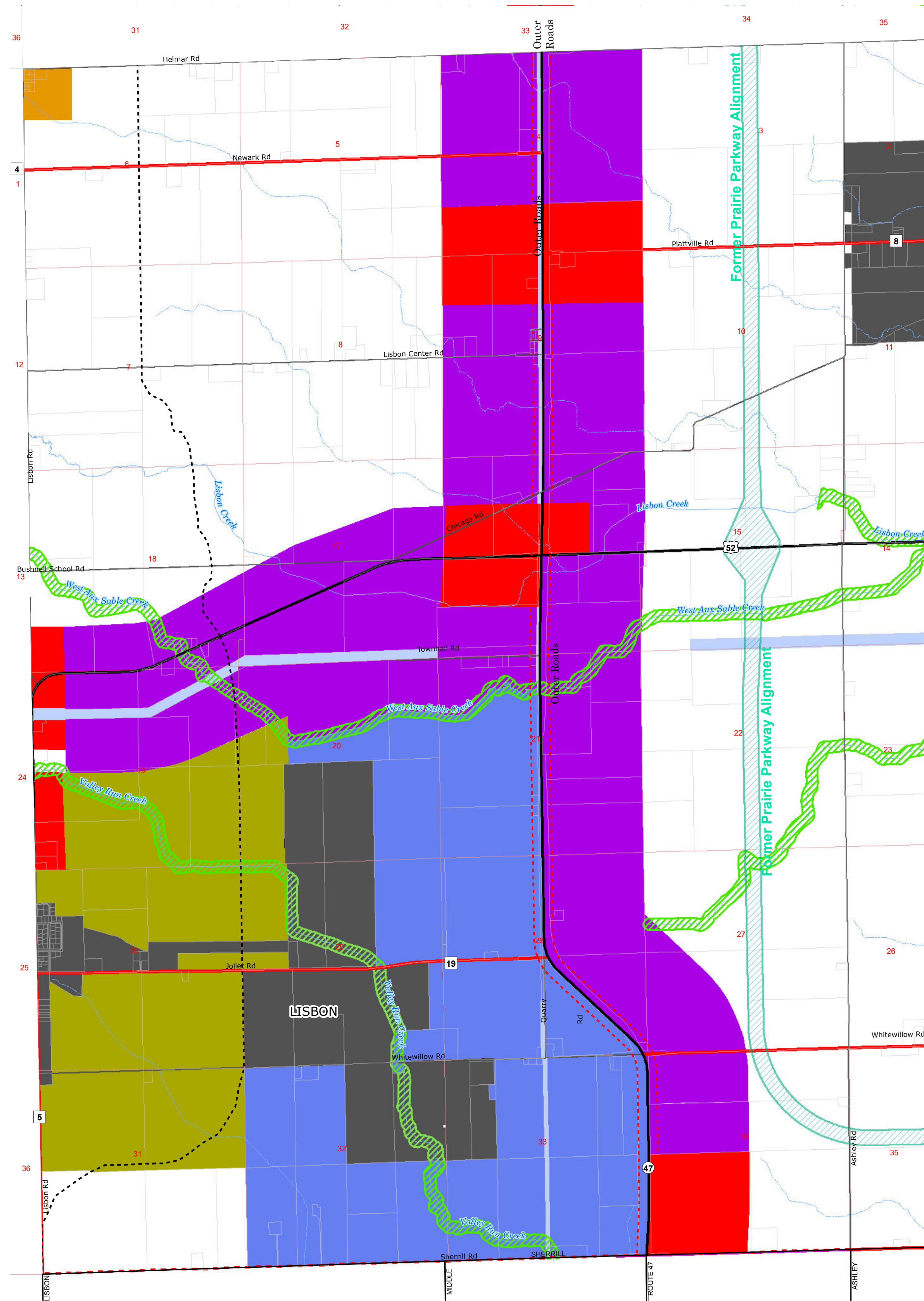
Public Institutional

Mining

Rural Settlements

Commercial

Continued Growth Suburban Residential



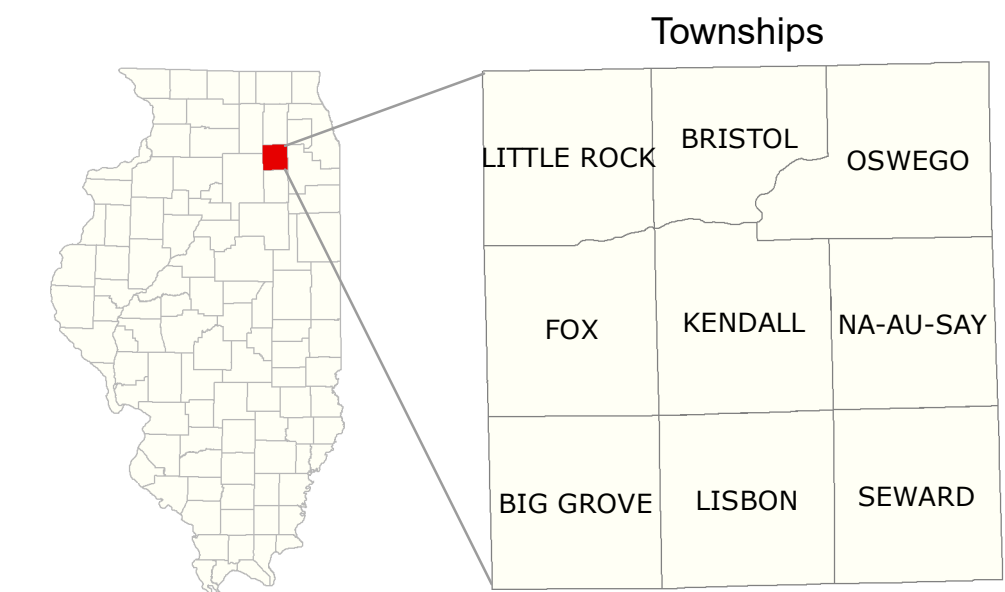
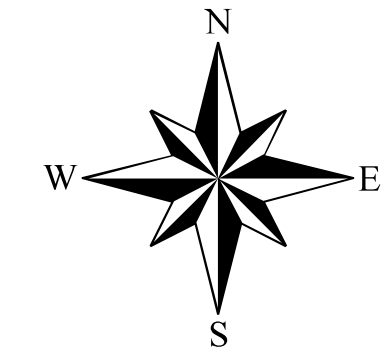
**Kendall County GIS**  
111 West Fox Street - Room 308  
Yorkville, Illinois 60560-1498  
630.553.4030



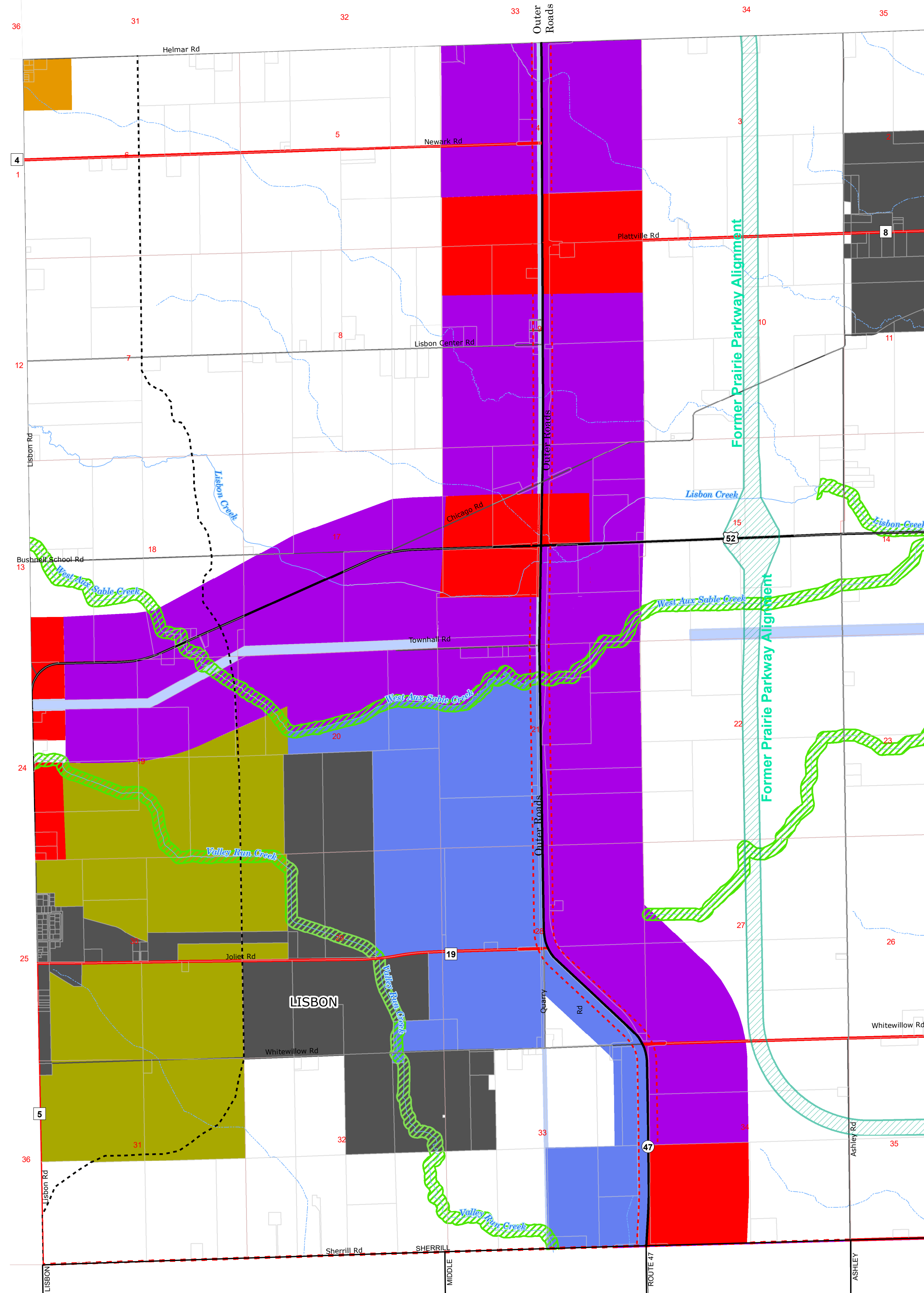
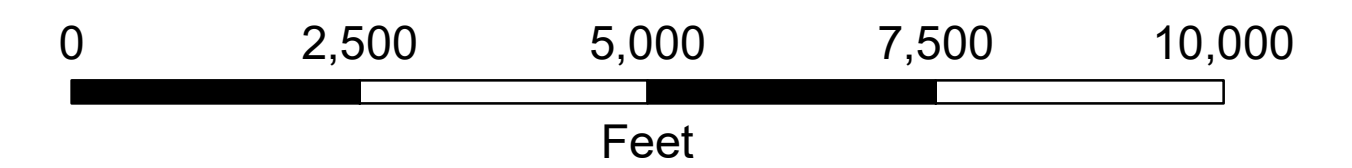
# Lisbon Future LRMP Helmar Rd to Sherrill Rd KENDALL COUNTY

- 2018 -

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



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## Legend

--- Outer Roads

--- Proposed Roadways

## Future LRMP

### Abbreviation

Urbanized Areas

Mixed Use Business

Public Institutional

Mining

Rural Settlements

Commercial

Continued Growth Suburban Residential



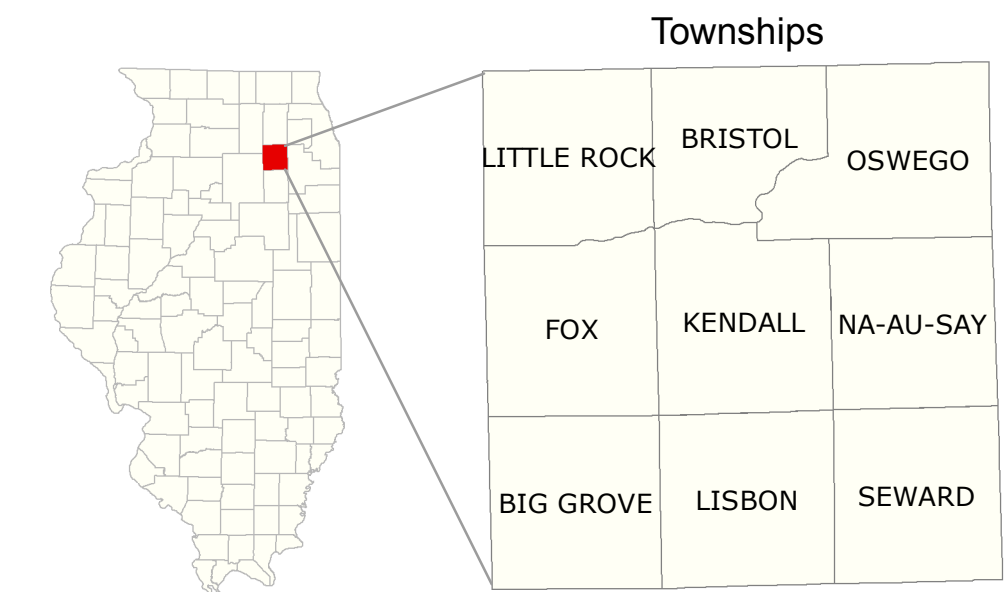
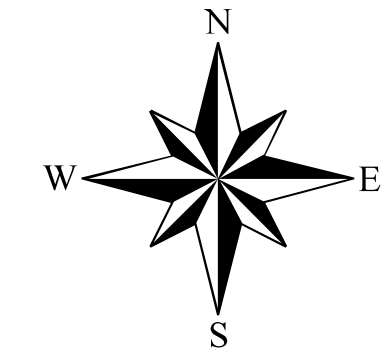
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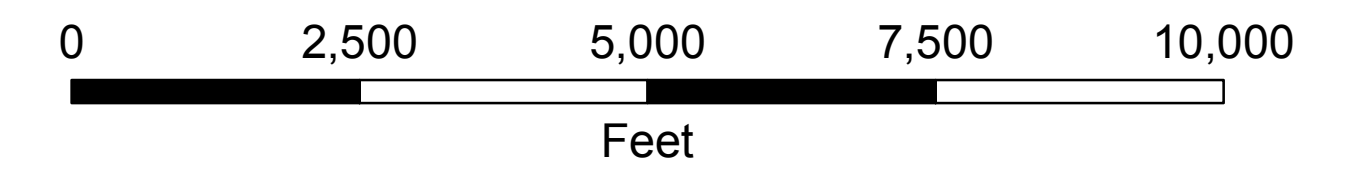
# Lisbon Future LRMP Helmar Rd to Sherrill Rd KENDALL COUNTY

- 2018 -

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Scale: 1 in = 1,667 feet



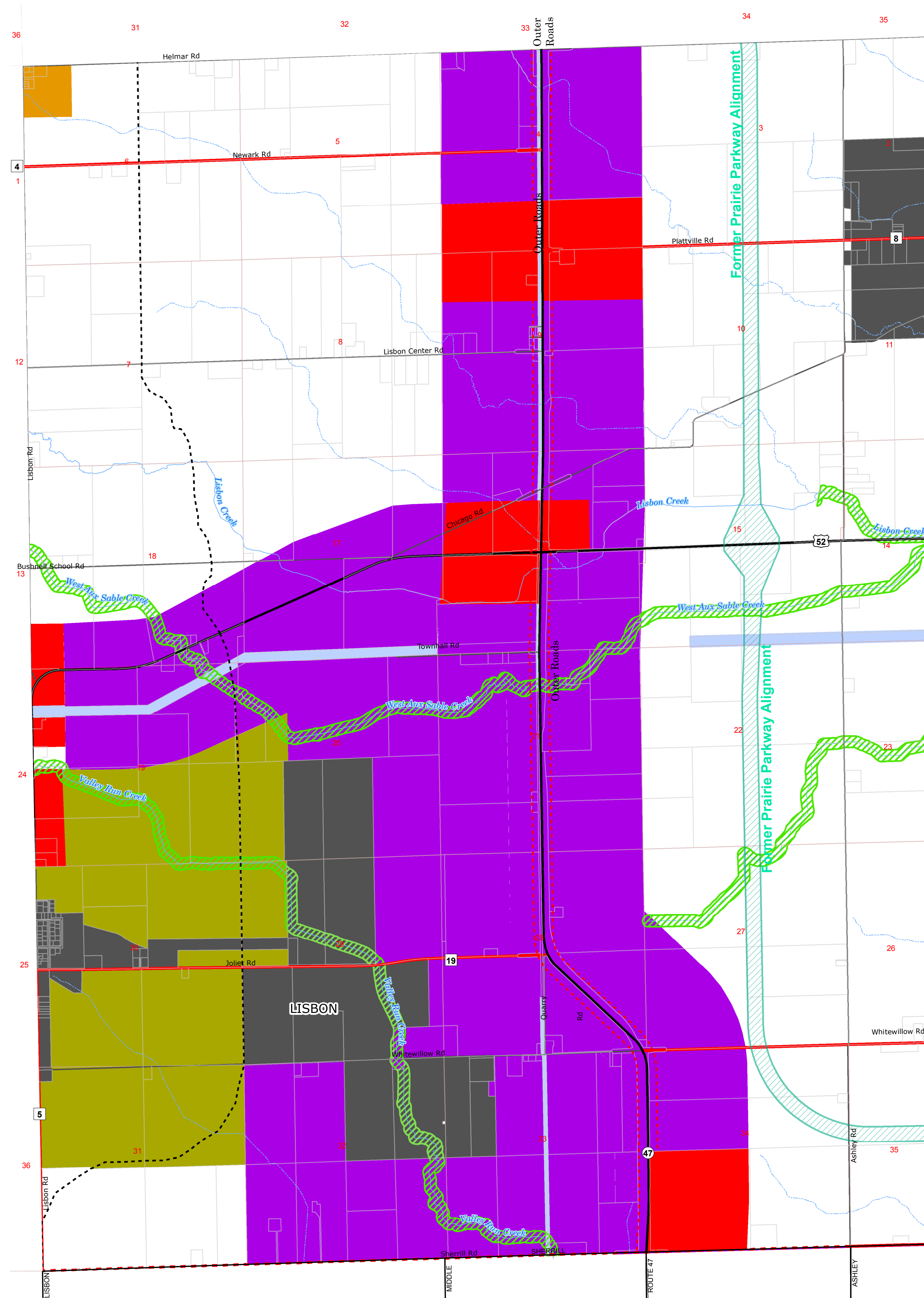
## Legend

- Outer Roads
- Proposed Roadways

### Future LRMP

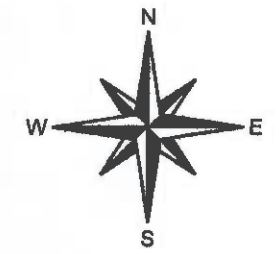
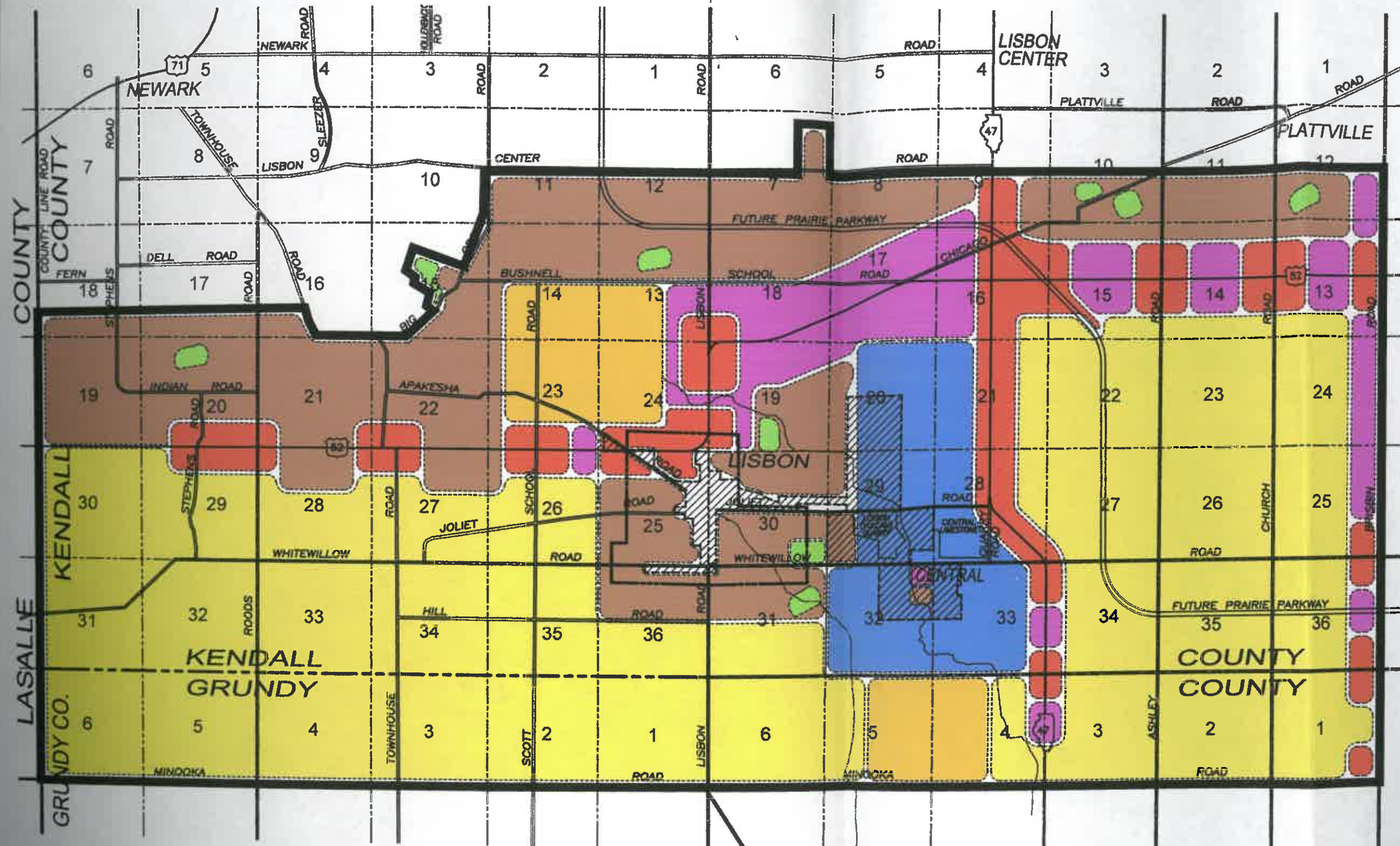
#### Abbreviation

- Natural Resource Areas
- Grundy Mixed Use Business
- Court Ordered Mining
- Open Space
- Urbanized Areas
- Mixed Use Business
- Transportation Corridors
- Public Institutional
- Mining
- Rural Settlements
- Commercial
- Continued Growth Suburban Residential













**Kendall County GIS**  
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Yorkville, Illinois 60560-1498  
630.553.4030

RANGE 6 EAST RANGE 7 EAST



**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

RANGE 6 EAST RANGE 7 EAST

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CHECKED BY: GRC	

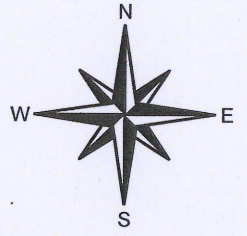
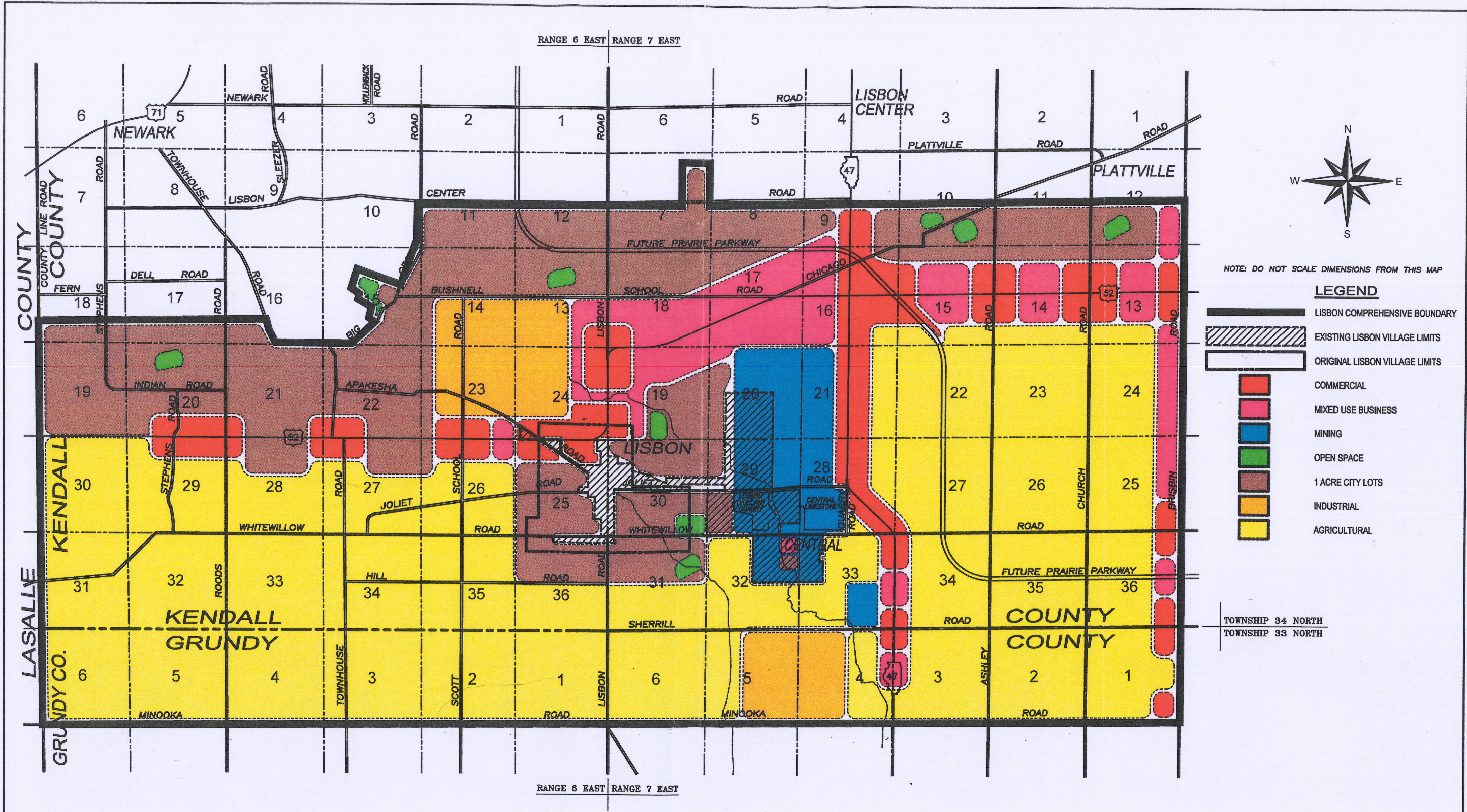
REVISIONS	
DATE	BY
10/25/06	MM
11/13/06	MM
11/20/06	MM

**CHAMLIN ASSOCIATES**  
PERU MORRIS ILLINOIS

**COMPREHENSIVE PLANNING MAP**  
VILLAGE OF LISBON, KENDALL COUNTY, ILLINOIS

PLANNING AREAS

SCALE: 1 = 1700	SHEET
FILE NO.:	OF



NOTE: DO NOT SCALE DIMENSIONS FROM THIS MAP

**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

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CHECKED BY: GRC	DATE: 8/14/07	DATE	BY
		11/20/08	MAB
		2/5/09	MAB
		2/24/09	MAB

**CHAMLIN ASSOCIATES**  
PERU MORRIS ILLINOIS

**COMPREHENSIVE PLANNING MAP**  
VILLAGE OF LISBON, KENDALL COUNTY, ILLINOIS

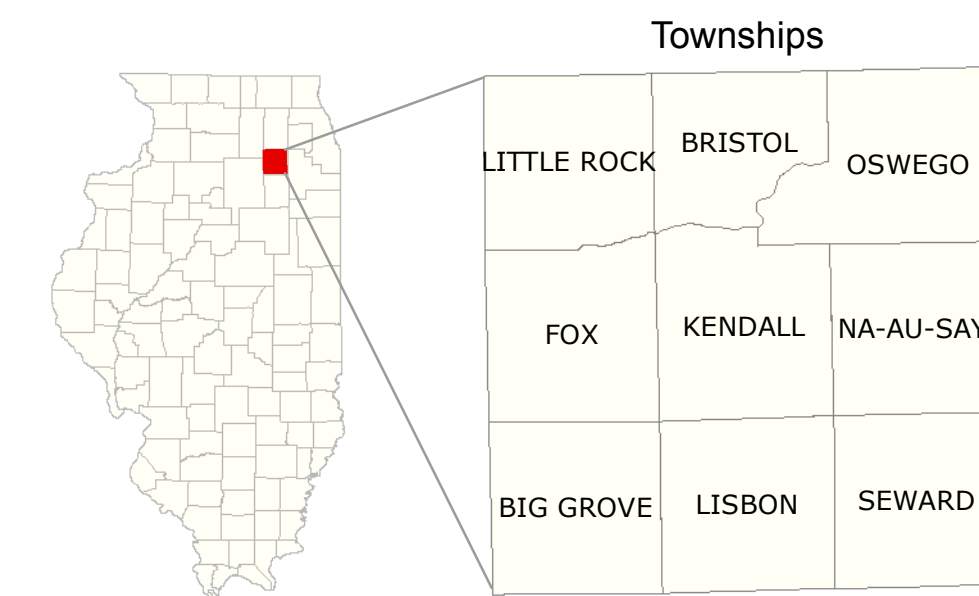
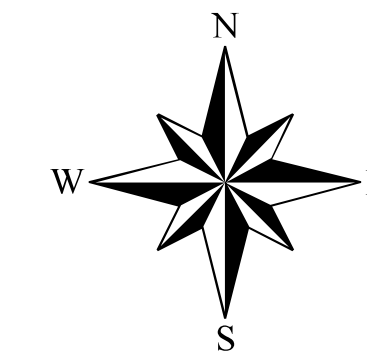
PLANNING AREAS

SCALE: 1 = 1700	SHEET
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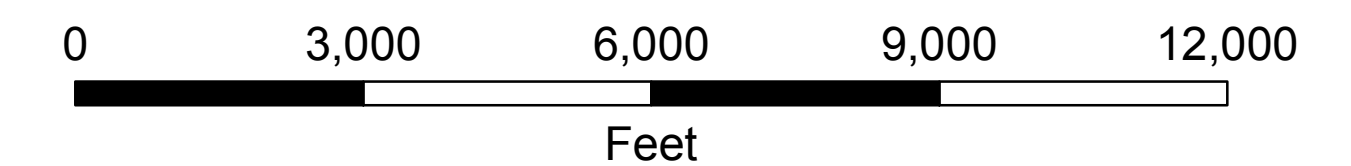
# Future Land Use Lisbon Township KENDALL COUNTY

- 2017 -

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



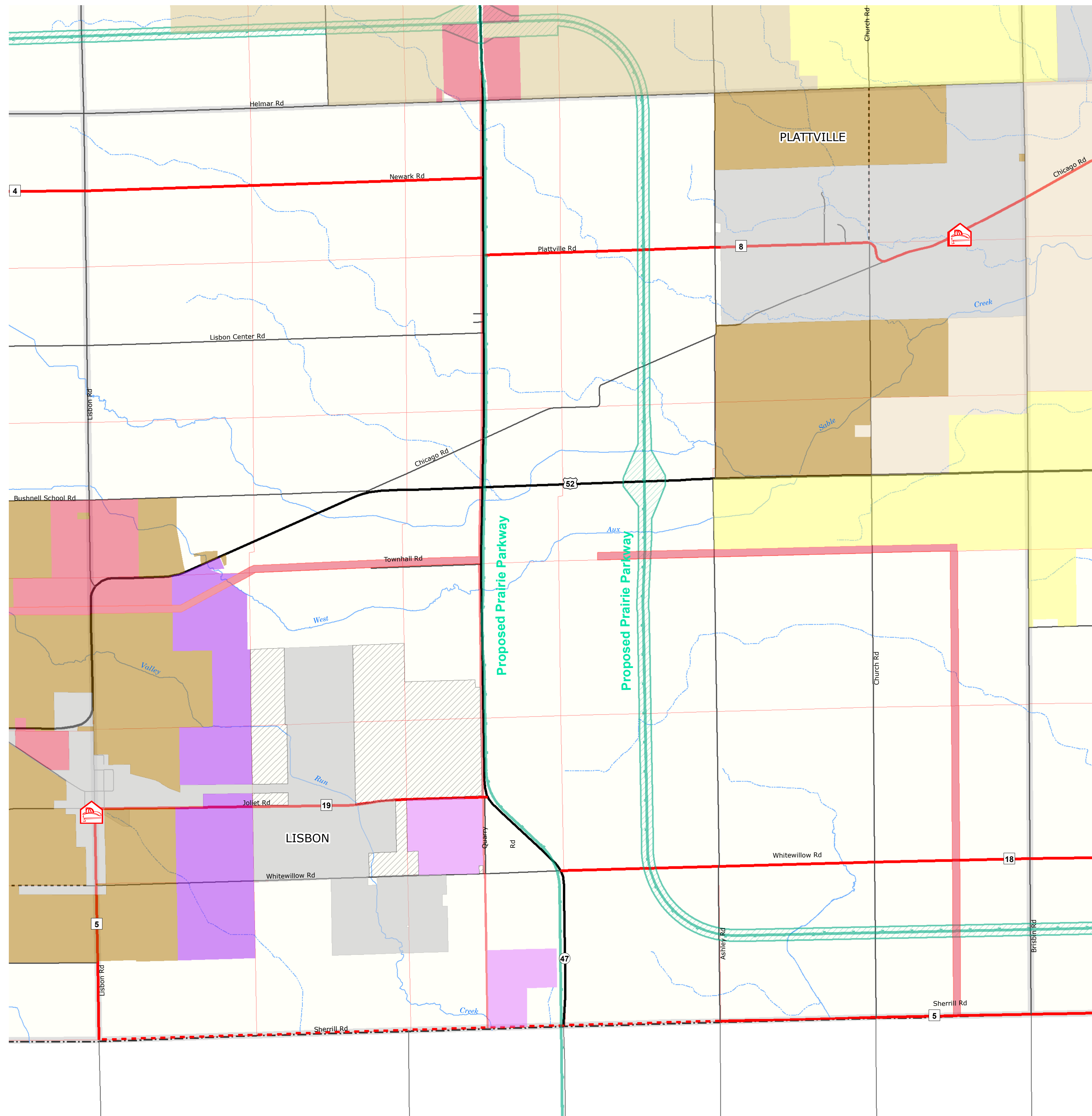
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## Legend

### Future Land Use

- Land Use Type**
- Urban Areas - Incorporated
  - Suburban Residential - Max Density 1.00 DU Acres
  - Rural Residential Max Density 0.65 DU Acres
  - Rural Estate Residential Max Density 0.45 DU Acre
  - Countryside Residential Max Density 0.33 DU Acre
  - Commercial
  - Commonwealth Edison
  - Mixed Use Business
  - Transportation Corridors
  - Mining
  - Potential Mining District
  - Public/Institutional
  - Agriculture
  - Open Space
  - Forest Preserve/State Parks
  - Unknown
  - FEIS\_centerline
  - Protected Corridor - 2007



**Kendall County GIS**

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

16AM 18-29

**AGREEMENT BETWEEN  
KENDALL COUNTY  
AND  
TESKA ASSOCIATES, INC.**

This AGREEMENT made and entered into this 16 day of October, 2018 by and between Kendall County, Illinois, a unit of local government, with its principal office located at 111 West Fox Street, Yorkville, IL 60560-1498, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201 and 24103 West Lockport Street, Plainfield, IL 60544, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish professional and technical assistance in connection with updating the Kendall County Zoning Ordinance for CLIENT, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services as outlined in this Agreement to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

- A. The recitals set forth above are hereby incorporated by reference as if set forth fully herein.
- B. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those PROGRAM services outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions.

- C. Services to be provided by the CLIENT

If any information, data, reports, records and maps are existing and available and are useful for carrying out the work on this PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the PROGRAM services described in Attachment "A".

The CLIENT designates **Mathew Asselmeier, Senior Planner**, to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT shall assign **Mike Hoffman as Project Manager** with respect to the work to be performed under this agreement.

D. Compensation

The CONSULTANT shall be compensated for services on the basis of hourly billing rates for professional and technical staff time devoted to the PROGRAM, plus reimbursement for reasonable and necessary directly-related expenses of travel (including use of automobiles at \$0.545 per mile and tolls), and reproduction costs. The billing rates for professional staff are:

Mike Hoffman	\$150/hour
Other Principals	\$150 -- \$190/hour
Senior Associates	\$115 - \$125/hour
Associates	\$100 -- \$110/hour

Any additional expenses incurred by the CONSULTANT related to this Agreement, which CONSULTANT seeks reimbursement from CLIENT but are not expressly set forth above, must be pre-approved in writing by CLIENT. Based upon the Scope of Services in Attachment A, the maximum compensation for this PROGRAM (including all hourly billing rates and reimbursable expenses) will not exceed \$8,000. CLIENT shall not be responsible for payment of any hourly billing and expenses incurred by CONSULTANT that exceeds the maximum \$8,000 amount. An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly as set forth in Section E.

E. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit monthly invoices no later than the 15<sup>th</sup> day of each month for all costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Local Government Prompt Payment Act of the State of Illinois.

If CLIENT objects to any portion of an invoice, CLIENT shall notify the CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the Illinois Local Government Prompt Payment Act.

To the extent permitted by law, if the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the CONSULTANT may, after giving seven business days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all amounts due.

F. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and shall continue through completion of the PROGRAM. The parties hereby affirm their understanding and agreement that CONSULTANT's estimated completion date for the PROGRAM is March 29, 2019.

G. Excusable Delays

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence of that party (hereinafter referred to as the "force majeure event"). Such force majeure events include: acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, explosions or other acts resulting in mass casualties, floods, vandalism, riots, war, public health epidemics, and public health quarantine restrictions.

H. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT. CONSULTANT shall promptly return all of the CLIENT's property upon the termination of this Agreement at no additional cost to CLIENT. CLIENT acknowledges that incomplete documents are not represented by CONSULTANT as suitable for any use or purpose. CLIENT shall reimburse CONSULTANT only for those services completed prior to the Agreement's termination date. Upon receipt of termination notice,



CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize costs associated with early termination of services. CLIENT shall not be liable for those costs and expenses resulting from CONSULTANT's failure to mitigate such losses. Further, CLIENT shall not be liable for any early termination penalties/charges.

I. Remedies

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorneys' fees, the court shall not be bound by any court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith. The parties understand and agree that, in the event CONSULTANT recovers interest and/or court-related expenses in a collection proceeding against CLIENT under the terms of this Agreement, said interest and court-related expenses shall be included in the maximum \$8,000 budget cap set forth in Paragraph D above.

J. Choice of Law and Venue

This Agreement shall be constructed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them relating to this Agreement shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

K. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any direct or indirect pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

L. Changes

Any modifications to this Agreement must be approved in writing and signed by all parties to this Agreement. The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

M. Assignment

Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other party.

N. Non-Discrimination

CONSULTANT, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

O. Certification

CONSULTANT certifies that CONSULTANT, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotation) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). CONSULTANT further certifies that by signing this Agreement that CONSULTANT, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing, or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. §1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has CONSULTANT made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent or employee of the CONSULTANT been so conflicted nor made such an admission.

P. Indemnification and Hold Harmless

The CONSULTANT shall indemnify, hold harmless, and defend with counsel of the CLIENT's own choosing, the CLIENT, its past, present, and future elected officials,

officers, employees, insurers, and agents (hereinafter collectively referred to as "CLIENT") from and against all claims, suits, causes of action proceedings, set-offs, liens, attachments, debts, damages, costs, liabilities, and expenses, including costs, reasonable attorneys' fees and expenses of defense arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by CLIENT of any representations or warranties made within the Agreement (collectively, the "CLAIMS"), to the extent such Claims result from the performance of this Agreement by CONSULTANT or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of CONSULTANT in its performance of its services under this Agreement.

Nothing contained herein shall be construed as prohibiting CLIENT from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing CLIENT under this paragraph must be one that is approved by the Kendall County State's Attorney and has been appointed as a Special Assistant State's Attorney. The CLIENT's participation in its defense shall not remove CONSULTANT's duty to indemnify, defend, and hold the CLIENT harmless, as set forth above.

CLIENT does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of indemnification or insurance. Indemnification shall survive the termination of this Agreement.

Q. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to CLIENT. Before starting work hereunder, CONSULTANT shall deposit with CLIENT certificates evidencing the insurance it is to provide hereunder:

Commercial General Liability

General Aggregate Limit	\$4,000,000
Products-Completed Operation Aggregate	\$4,000,000
Each Occurrence Limit	\$2,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000

Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$1,000,000

Client shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of CLIENT. CLIENT shall also be designated as the certificate holder. CLIENT's failure to demand such certificate of insurance shall not act as a waiver of CONSULTANT's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, nor be deemed as a limitation on CONSULTANT'S liability to CLIENT in this Agreement.

R. Notice

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, in the case of notice to CLIENT, Attention: Kendall County Clerk, 111 W. Fox Street, Yorkville, Illinois 60560, fax (630) 553-4119 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of CLIENT, to: 627 Grove Street, Evanston, Illinois 60201, fax (847) 869-2059.

S. Independent Contractor Relationship

It is understood and agreed that CONSULTANT is an independent contractor and is not an employees of, partner of, or agent of, or in a joint venture with CLIENT. CONSULTANT understands and agrees that CONSULTANT is solely responsible for paying all wages, benefits, and any other compensation due and owing to CONSULTANT's officers, employees, and agents for the performance of services set forth in the Agreement. CONSULTANT further understands and agrees that CONSULTANT is solely responsible for making all payroll deductions and other tax and wage withholdings pursuant to state and federal law for CONSULTANT's officers, employees and/or agents who perform services as set forth in the Agreement. CONSULTANT also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of CONSULTANT's officers, employees and agents agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of CONSULTANT, CONSULTANT's officers, employees and agents.

T. Entire Agreement

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. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

U. Counterparts

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.

V. Authority to Execute Agreement

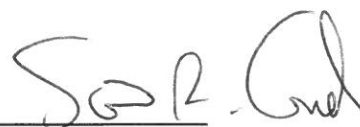
CLIENT and CONSULTANT each hereby warrant and represent that their respective that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement on the date and year first above written.

CONSULTANT:  
TESKA ASSOCIATES, INC.

CLIENT:  
KENDALL COUNTY

BY:   
\_\_\_\_\_  
Michael E. Hoffman  
Vice President

BY:   
\_\_\_\_\_  
Scott R. Gryder  
Chairman of the Kendall County Board

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

Date: 10/16/18

## ATTACHMENT A

### SCOPE OF PROGRAM SERVICES

CONSULTANT will assist CLIENT in review and revision to the Kendall County Zoning Ordinance (“Code”). This effort would update the Code to accomplish the following:

- Verify, and adjust as needed, all cross-references in the Code.
- Consolidate the Code into one document (rather than the existing multiple separate chapters)
- Check for, and edit as needed, other existing typos in the Code
- Eliminate duplicate sections of the Code with the enhanced cross-references
- Enhance the use of the PDF version of the Code by:
  - Providing a ‘clickable-link’ to all defined terms;
  - Making cross-references ‘clickable’ to that section of the Code;
  - Creating a table of contents that is ‘clickable’ to the relevant section of the Code.

The following process will be used to accomplish this effort:

1. **Kick-off Meeting** - Meeting with CLIENT’s staff to review the scope, timeline, and any additional concerns with the existing code not noted above that could aid in the use of the Code.
2. **Code Updating** – CONSULTANT will edit and enhance the Code as noted above and provide an electronic draft for CLIENT’s staff to review.
3. **Additional Edits** – Based on comments from CLIENT’s staff and elected officials, CONSULTANT will complete additional edits as needed to complete the Code update.

All initial work will be done using Microsoft Word and Adobe Acrobat, and all original files will be provided to the CLIENT upon completion of the PROGRAM. No files shall be locked for editing and CLIENT shall have the ability to edit the document at no additional cost.

CONSULTANT will provide training and procedure to CLIENT for updating the Code.

## Matt Asselmeier

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**From:** Michael Hoffman [MHoffman@TeskaAssociates.com]  
**Sent:** Wednesday, January 02, 2019 8:43 AM  
**To:** Matt Asselmeier  
**Subject:** RE: Kendall County Zoning Ordinance

Matt:

I have a draft prepared by one of my Associates that combines everything into one document and addresses some of the inconsistencies we talked about. However, I still need to go through it myself and check/edit. Guessing we need a few more weeks to fit that in my schedule and get the additional changes done. Let's aim for having a draft to you by Jan. 25<sup>th</sup> at the latest.



**Mike Hoffman, AICP, PLA**  
Vice President  
**Teska Associates, Inc.**

(815) 436-9485 office  
(815) 557-4306 cell  
[www.TeskaAssociates.com](http://www.TeskaAssociates.com)  
**Building Community | Creating Place**

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**From:** Matt Asselmeier <masselmeier@co.kendall.il.us>  
**Sent:** Wednesday, January 2, 2019 8:36 AM  
**To:** Michael Hoffman <MHoffman@TeskaAssociates.com>  
**Cc:** Scott Koeppel <skoeppel@co.kendall.il.us>  
**Subject:** RE: Kendall County Zoning Ordinance

Mike:

I am working on the draft agenda for next Monday's Kendall County Planning, Building and Zoning Committee meeting.

Is there any update on this project?

Thanks,

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

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**From:** Michael Hoffman [<mailto:MHoffman@TeskaAssociates.com>]  
**Sent:** Thursday, December 06, 2018 11:25 AM  
**To:** Matt Asselmeier  
**Subject:** RE: Kendall County Zoning Ordinance

Matt:

**Listing of Comprehensive Land Plan and  
Ordinance Committee Dates for 2019**

**5:00PM (4<sup>th</sup> Wednesday of the  
Month Unless Otherwise Noted)**

January 23, 2019

February 27, 2019

March 27, 2019

April 24, 2019

May 22, 2019

June 26, 2019

July 24, 2019

August 28, 2019

September 25, 2019

October 23, 2019

November 2019-No Meeting

December 11, 2019 (Second Wednesday)