



KANE COUNTY

MARTIN, Wojnicki, Barreiro, Hanson, Lenert, Surges, Weber & ex-officio
Frasz (Transportation Chair) and Kenyon (Forest Preserve President)

COUNTY DEVELOPMENT COMMITTEE

TUESDAY, FEBRUARY 19, 2019

County Board Room

Agenda

10:00 AM

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

1. **Call to Order**
2. **Approval of Minutes:** January 2, 2019 & January 15, 2019
3. **Monthly Financials**
 - A. January Development Committee Financial Reports (attached)
4. **Public Comment**
5. **Building & Zoning Division**
 - A. Building & Zoning Report
 - B. Zoning Petitions

Petition #4471

ST. CHARLES TOWNSHIP

Petitioner:

Miguel Bautista

Location:

7N416 Route 31, Section 2, St. Charles Township (09-02-301-002)

Proposed:

Requesting a Five-Year Interim Special Use in the F-Farming District to allow for the storage of landscaping vehicles and equipment

2040 Plan:

Rural Residential

Objectors:

None

Recommendations:

Regional Planning Comm.: N/A

Zoning Board: Approval

Development Committee: To be determined

Petition #4472

ST. CHARLES TOWNSHIP

Petitioner:

Mary Ann Krempel

Location:

3N952 Bittersweet Road, Section 29, St. Charles Township (09-29-226-002)

Proposed:

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

2040 Plan:

Rural Residential

Objectors:

Neighboring property owners

Recommendations:

Regional Planning Comm.: N/A

Zoning Board: Approval

Development Committee: To be determined

Petition #4473

PLATO TOWNSHIP

Petitioner:

Burke Storage, Inc.

Location:

Located on the western portion of 9N533 Nesler Road, Section 25, Plato Township (05-25-178-006 & 05-25-178-008)

Proposed: Special Use in the B-3 Business District to allow outdoor storage of vehicles and equipment
 2040 Plan: Commerce/Employment
 Objectors: **Neighboring property owners**
 Recommendations: Regional Planning Comm.: N/A
Zoning Board: Approval with the following stipulations:

1. The Special Use will bring the existing businesses into conformance with the Zoning Ordinance.
2. The evergreen trees planted as screening must be maintained and replaced if they die or become more than 25% brown.
3. The vehicles associated with the towing business must be operable. All inoperable vehicles must be removed from the premises within 90 days of zoning approval.
4. All outdoor storage must be on the subject parcel and not on the F zoned parcel to the east.
5. All storage and towing business traffic must use the northern access.
6. A maximum height allowed for storage vehicles not exceed 14'.
7. 10 additional trees be planted north of current eastern tree endpoint near the house for additional screening.
8. The maximum number of trucks allowed to be parked outside not exceed 12.

Development Committee: To be determined

Petition #4480 **BLACKBERRY TOWNSHIP**
 Petitioner: Michael Vondra (Creekside Farms, LLC)
 Location: 2S785 Lorang Road, Section 30, Blackberry Township (11-30-100-007, 11-30-300-005 & 11-30-401-008)
 Proposed: Special Use in the F-Farming District for an owner operated farm compost operation and for mining and on-site sale of mined materials
 2040 Plan: Proposed Open Space/Resource Management
 Objectors: None
 Recommendations: Regional Planning Comm.: N/A
Zoning Board: Approval
Development Committee: To be determined

Petition #4490 **HAMPSHIRE TOWNSHIP**
 Petitioner: Harris Trust #1464/Mark Hodges
 Location: Located south of Dietrich Rd, north of Interstate 90 and east of US Rte 20, Section 2, Hampshire Township (01-02-300-017, 01-02-300-008 & 01-02-400-012)
 Proposed: Amendment to the existing PUD-Planned Unit Development to allow for storage of vehicles/equipment and for a 1000 ft² sign
 2040 Plan: Commerce/Employment
 Objectors: None

Recommendations: Regional Planning Comm.: N/A
Zoning Board: No Recommendation (4 Aye, 2 Nay)
Development Committee: To be determined

- C. Approval: Minor Adjustment to PUD Zoning: IntraSoccer, LLC, located at 37W950 Mason Road

6. Planning & Special Projects

- A. Staff Report (attached)

7. Subdivision

- A. Discussion: Land/Cash Annual Review Fiscal Year 2018 (attached)
B. Presentation: Land/Cash Review-Mill Creek Row Houses (near the Swim Club), 17 Row Homes on 3.3 Acres, Section 13, Blackberry Township, Geneva School District #304 and Geneva Park District (attached)

8. Environmental Resources

9. Water Resources

- A. Approval: Cost-Share 2019-001 - Campton Tile Replacement

10. Office of Community Reinvestment

- A. Presentation: HUD Continuum of Care Funding Awards (attached)

11. New Business

12. Reports Placed On File

13. Executive Session (If Needed)

14. Settler's Hill End Use Update

- A. **Resolution:** Approving a Contract for Settlers Hill Cross Country Course with Curran Contracting Company, Crystal Lake, IL.

15. Adjournment

Development Committee Revenue Report - Summary
Through January 31, 2019 (16.7% YTD)

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	Total % Received
670 Environmental Management	\$ 65,126	\$ 9,236,500	\$ 258,837	2.80%
420 Stormwater Management	\$ -	\$ 231,921	\$ 77,571	33.45%
650 Enterprise Surcharge	\$ 64,926	\$ 2,809,380	\$ 181,066	6.45%
651 Enterprise General	\$ 200	\$ 6,195,199	\$ 200	0.00%
690 Development	\$ 450,973	\$ 6,749,604	\$ 891,555	13.21%
001 General Fund	\$ 20,486	\$ 1,882,200	\$ 53,732	2.85%
400 Economic Development	\$ -	\$ 141,480	\$ 91,000	64.32%
401 Community Dev Block Program	\$ 339,989	\$ 1,972,391	\$ 476,820	24.17%
402 HOME Program	\$ 23,481	\$ 1,307,369	\$ 25,585	1.96%
403 Unincorporated Stormwater Mgmt	\$ -	\$ 1,206	\$ -	0.00%
404 Homeless Management Info Systems	\$ 9,500	\$ 161,358	\$ 14,221	8.81%
405 Cost Share Drainage	\$ -	\$ 224,000	\$ 172,500	77.01%
406 OCR & Recovery Act Programs	\$ -	\$ 256,214	\$ -	0.00%
407 Quality of Kane Grants	\$ -	\$ 30,110	\$ -	0.00%
408 Neighborhood Stabilization Progr	\$ -	\$ 20,000	\$ -	0.00%
409 Continuum of Care Planning Grant	\$ 1,585	\$ 71,567	\$ 1,585	2.21%
410 Elgin CDBG	\$ 55,932	\$ 474,605	\$ 55,932	11.79%
425 Blighted Structure Demolition	\$ -	\$ 120,000	\$ -	0.00%
435 Growing for Kane	\$ -	\$ 53,388	\$ 179	0.33%
521 Bowes Creek Special Service Area	\$ -	\$ 22	\$ -	0.00%
5300 Sunvale SBA SW 37	\$ -	\$ 488	\$ -	0.00%
5301 Middle Creek SBA SW38	\$ -	\$ 1,950	\$ -	0.00%
5302 Shirewood Farm SSA SW39	\$ -	\$ 2,349	\$ -	0.00%
5303 Ogden Gardens SBA SW40	\$ -	\$ 2,540	\$ -	0.00%
5304 Wildwood West SBA SW41	\$ -	\$ 9,752	\$ -	0.00%
5306 Cheval DeSelle Venetian SBA SW43	\$ -	\$ 5,064	\$ -	0.00%
5308 Plank Road Estates SBA SW45	\$ -	\$ 3,350	\$ -	0.00%
5310 Exposition View SBA SW47	\$ -	\$ 4,105	\$ -	0.00%
5311 Pasadena Drive SBA SW48	\$ -	\$ 2,881	\$ -	0.00%
5312 Tamara Dittman SBA SW 50	\$ -	\$ 1,215	\$ -	0.00%
Grand Total	\$ 516,099	\$ 15,986,104	\$ 1,150,392	7.20%

**Development Committee Expenditure Report - Summary
Through January 31, 2019 (16.7% YTD, 19.23% Payroll)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
670 Environmental Management	\$ 56,962	\$ 9,236,500	\$ 90,797	\$ 2,527,688	28.35%
420 Stormwater Management	\$ 4,971	\$ 231,921	\$ 6,227	\$ -	2.68%
650 Enterprise Surcharge	\$ 40,274	\$ 2,809,380	\$ 72,853	\$ 93,297	5.91%
651 Enterprise General	\$ 11,718	\$ 6,195,199	\$ 11,718	\$ 2,434,391	39.48%
690 Development	\$ 341,220	\$ 6,375,987	\$ 717,143	\$ 61,299	12.21%
001 General Fund	\$ 116,394	\$ 1,508,583	\$ 272,052	\$ 279	18.05%
400 Economic Development	\$ 15,693	\$ 141,480	\$ 16,644	\$ -	11.76%
401 Community Dev Block Program	\$ 130,071	\$ 1,972,391	\$ 278,996	\$ -	14.15%
402 HOME Program	\$ 5,456	\$ 1,307,369	\$ 21,511	\$ -	1.65%
403 Unincorporated Stormwater Mgmt	\$ -	\$ 1,206	\$ -	\$ -	0.00%
404 Homeless Management Info Systems	\$ 9,823	\$ 161,358	\$ 16,913	\$ -	10.48%
405 Cost Share Drainage	\$ 2,962	\$ 224,000	\$ 25,589	\$ 61,020	38.66%
406 OCR & Recovery Act Programs	\$ 1,719	\$ 256,214	\$ 6,047	\$ -	2.36%
407 Quality of Kane Grants	\$ -	\$ 30,110	\$ -	\$ -	0.00%
408 Neighborhood Stabilization Progr	\$ -	\$ 20,000	\$ -	\$ -	0.00%
409 Continuum of Care Planning Grant	\$ 2,658	\$ 71,567	\$ 11,733	\$ -	16.39%
410 Elgin CDBG	\$ 56,074	\$ 474,605	\$ 66,934	\$ -	14.10%
425 Blighted Structure Demolition	\$ 370	\$ 120,000	\$ 724	\$ -	0.60%
435 Growing for Kane	\$ -	\$ 53,388	\$ -	\$ -	0.00%
521 Bowes Creek Special Service Area	\$ -	\$ 22	\$ -	\$ -	0.00%
5300 Sunvale SBA SW 37	\$ -	\$ 488	\$ -	\$ -	0.00%
5301 Middle Creek SBA SW38	\$ -	\$ 1,950	\$ -	\$ -	0.00%
5302 Shirewood Farm SSA SW39	\$ -	\$ 2,349	\$ -	\$ -	0.00%
5303 Ogden Gardens SBA SW40	\$ -	\$ 2,540	\$ -	\$ -	0.00%
5304 Wildwood West SBA SW41	\$ -	\$ 9,752	\$ -	\$ -	0.00%
5306 Cheval DeSelle Venetian SBA SW43	\$ -	\$ 5,064	\$ -	\$ -	0.00%
5308 Plank Road Estates SBA SW45	\$ -	\$ 3,350	\$ -	\$ -	0.00%
5310 Exposition View SBA SW47	\$ -	\$ 4,105	\$ -	\$ -	0.00%
5311 Pasadena Drive SBA SW48	\$ -	\$ 2,881	\$ -	\$ -	0.00%
5312 Tamara Dittman SBA SW 50	\$ -	\$ 1,215	\$ -	\$ -	0.00%
Grand Total	\$ 398,182	\$ 15,612,487	\$ 807,941	\$ 2,588,987	21.76%

**Development Committee Expenditure Report - Detail
Through January 31, 2019 (16.7% YTD, 19.23% Payroll)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
670 Environmental Management	\$ 56,962	\$ 9,236,500	\$ 90,797	\$ 2,527,688	28.35%
420 Stormwater Management	\$ 4,971	\$ 231,921	\$ 6,227	\$ -	2.68%
Personnel Services- Salaries & Wages	\$ 656	\$ 25,959	\$ 1,708	\$ -	6.58%
Personnel Services- Employee Benefits	\$ 139	\$ 5,738	\$ 343	\$ -	5.98%
Contractual Services	\$ 4,176	\$ 199,024	\$ 4,176	\$ -	2.10%
Commodities	\$ -	\$ 1,200	\$ -	\$ -	0.00%
650 Enterprise Surcharge	\$ 40,274	\$ 2,809,380	\$ 72,853	\$ 93,297	5.91%
Personnel Services- Salaries & Wages	\$ 11,517	\$ 165,996	\$ 29,018	\$ -	17.48%
Personnel Services- Employee Benefits	\$ 3,576	\$ 47,924	\$ 8,270	\$ -	17.26%
Contractual Services	\$ 24,138	\$ 2,549,014	\$ 24,426	\$ 91,923	4.56%
Commodities	\$ 1,042	\$ 36,475	\$ 1,167	\$ 1,375	6.97%
Transfers Out	\$ -	\$ 9,971	\$ 9,971	\$ -	100.00%
651 Enterprise General	\$ 11,718	\$ 6,195,199	\$ 11,718	\$ 2,434,391	39.48%
Contractual Services	\$ 11,718	\$ 6,195,199	\$ 11,718	\$ 2,434,391	39.48%
690 Development	\$ 341,220	\$ 6,375,987	\$ 717,143	\$ 61,299	12.21%
001 General Fund	\$ 116,394	\$ 1,508,583	\$ 272,052	\$ 279	18.05%
Personnel Services- Salaries & Wages	\$ 89,759	\$ 1,151,463	\$ 223,311	\$ -	19.39%
Personnel Services- Employee Benefits	\$ 20,236	\$ 243,074	\$ 39,015	\$ -	16.05%
Contractual Services	\$ 5,682	\$ 61,497	\$ 8,134	\$ -	13.23%
Commodities	\$ 718	\$ 52,549	\$ 1,591	\$ 279	3.56%
400 Economic Development	\$ 15,693	\$ 141,480	\$ 16,644	\$ -	11.76%
Personnel Services- Salaries & Wages	\$ 434	\$ 5,396	\$ 1,085	\$ -	20.10%
Personnel Services- Employee Benefits	\$ 259	\$ 1,629	\$ 560	\$ -	34.36%
Contractual Services	\$ 15,000	\$ 134,055	\$ 15,000	\$ -	11.19%
Commodities	\$ -	\$ 400	\$ -	\$ -	0.00%
401 Community Dev Block Program	\$ 130,071	\$ 1,972,391	\$ 278,996	\$ -	14.15%
Personnel Services- Salaries & Wages	\$ 9,491	\$ 149,876	\$ 21,473	\$ -	14.33%
Personnel Services- Employee Benefits	\$ 2,696	\$ 47,359	\$ 5,950	\$ -	12.56%
Contractual Services	\$ 117,884	\$ 1,736,035	\$ 251,573	\$ -	14.49%
Commodities	\$ -	\$ 17,321	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 21,800	\$ -	\$ -	0.00%
402 HOME Program	\$ 5,456	\$ 1,307,369	\$ 21,511	\$ -	1.65%
Personnel Services- Salaries & Wages	\$ 4,212	\$ 62,416	\$ 8,114	\$ -	13.00%
Personnel Services- Employee Benefits	\$ 499	\$ 14,199	\$ 1,363	\$ -	9.60%
Contractual Services	\$ 745	\$ 1,225,549	\$ 12,034	\$ -	0.98%
Commodities	\$ -	\$ 5,205	\$ -	\$ -	0.00%
403 Unincorporated Stormwater Mgmt	\$ -	\$ 1,206	\$ -	\$ -	0.00%
Contingency and Other	\$ -	\$ 1,206	\$ -	\$ -	0.00%

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Through January 31, 2019 (16.7% YTD, 19.23% Payroll)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
404 Homeless Management Info Systems	\$ 9,823	\$ 161,358	\$ 16,913	\$ -	10.48%
Personnel Services- Salaries & Wages	\$ 3,796	\$ 37,941	\$ 9,675	\$ -	25.50%
Personnel Services- Employee Benefits	\$ 1,281	\$ 17,875	\$ 2,493	\$ -	13.94%
Contractual Services	\$ 4,745	\$ 88,648	\$ 4,745	\$ -	5.35%
Commodities	\$ -	\$ 16,894	\$ -	\$ -	0.00%
405 Cost Share Drainage	\$ 2,962	\$ 224,000	\$ 25,589	\$ 61,020	38.66%
Contractual Services	\$ 1,462	\$ 125,000	\$ 1,830	\$ 40,863	34.15%
Capital	\$ 1,500	\$ 99,000	\$ 23,759	\$ 20,157	44.36%
406 OCR & Recovery Act Programs	\$ 1,719	\$ 256,214	\$ 6,047	\$ -	2.36%
Personnel Services- Salaries & Wages	\$ 1,442	\$ 10,657	\$ 4,997	\$ -	46.89%
Personnel Services- Employee Benefits	\$ 276	\$ 3,287	\$ 1,050	\$ -	31.95%
Contractual Services	\$ -	\$ 241,503	\$ -	\$ -	0.00%
Commodities	\$ -	\$ 767	\$ -	\$ -	0.00%
407 Quality of Kane Grants	\$ -	\$ 30,110	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 30,110	\$ -	\$ -	0.00%
408 Neighborhood Stabilization Progr	\$ -	\$ 20,000	\$ -	\$ -	0.00%
Contingency and Other	\$ -	\$ 20,000	\$ -	\$ -	0.00%
409 Continuum of Care Planning Grant	\$ 2,658	\$ 71,567	\$ 11,733	\$ -	16.39%
Personnel Services- Salaries & Wages	\$ 2,017	\$ 27,878	\$ 9,408	\$ -	33.75%
Personnel Services- Employee Benefits	\$ 641	\$ 10,561	\$ 2,325	\$ -	22.02%
Contractual Services	\$ -	\$ 30,900	\$ -	\$ -	0.00%
Commodities	\$ -	\$ 2,228	\$ -	\$ -	0.00%
410 Elgin CDBG	\$ 56,074	\$ 474,605	\$ 66,934	\$ -	14.10%
Personnel Services- Salaries & Wages	\$ 5,872	\$ 80,728	\$ 14,531	\$ -	18.00%
Personnel Services- Employee Benefits	\$ 1,695	\$ 25,124	\$ 3,897	\$ -	15.51%
Contractual Services	\$ 48,506	\$ 362,314	\$ 48,506	\$ -	13.39%
Commodities	\$ -	\$ 6,439	\$ -	\$ -	0.00%
425 Blighted Structure Demolition	\$ 370	\$ 120,000	\$ 724	\$ -	0.60%
Contractual Services	\$ 370	\$ 120,000	\$ 724	\$ -	0.60%
435 Growing for Kane	\$ -	\$ 53,388	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 50,413	\$ -	\$ -	0.00%
Commodities	\$ -	\$ 2,975	\$ -	\$ -	0.00%
521 Bowes Creek Special Service Area	\$ -	\$ 22	\$ -	\$ -	0.00%
Contingency and Other	\$ -	\$ 22	\$ -	\$ -	0.00%
5300 Sunvale SBA SW 37	\$ -	\$ 488	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 488	\$ -	\$ -	0.00%
5301 Middle Creek SBA SW38	\$ -	\$ 1,950	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 200	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 1,750	\$ -	\$ -	0.00%
5302 Shirewood Farm SSA SW39	\$ -	\$ 2,349	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 2,349	\$ -	\$ -	0.00%
5303 Ogden Gardens SBA SW40	\$ -	\$ 2,540	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 2,540	\$ -	\$ -	0.00%
5304 Wildwood West SBA SW41	\$ -	\$ 9,752	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 1,000	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 8,752	\$ -	\$ -	0.00%
5306 Cheval DeSelle Venetian SBA SW43	\$ -	\$ 5,064	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 5,064	\$ -	\$ -	0.00%

**Development Committee Expenditure Report - Detail
Through January 31, 2019 (16.7% YTD, 19.23% Payroll)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
5308 Plank Road Estates SBA SW45	\$ -	\$ 3,350	\$ -	\$ -	0.00%
Contingency and Other	\$ -	\$ 4	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 3,346	\$ -	\$ -	0.00%
5310 Exposition View SBA SW47	\$ -	\$ 4,105	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 426	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 3,679	\$ -	\$ -	0.00%
5311 Pasadena Drive SBA SW48	\$ -	\$ 2,881	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 450	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 2,431	\$ -	\$ -	0.00%
5312 Tamara Dittman SBA SW 50	\$ -	\$ 1,215	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 1,215	\$ -	\$ -	0.00%
Grand Total	\$ 398,182	\$ 15,612,487	\$ 807,941	\$ 2,588,987	21.76%



Development Accounts Payable by GL Distribution

Payment Date Range 01/01/19 - 01/31/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 690 - Development										
Sub-Department 000 - Revenues										
Account 31300 - Building and Inspection Permits										
Brian Dreyer	DRE113018	Refund of Permit #PR201801298	Paid by Check # 365335		11/30/2018	11/30/2018	11/30/2018		01/22/2019	75.00
								Account 31300 - Building and Inspection Permits Totals	Invoice Transactions 1	\$75.00
								Sub-Department 000 - Revenues Totals	Invoice Transactions 1	\$75.00
Sub-Department 690 - County Development										
Account 50150 - Contractual/Consulting Services										
10045 - Planet Depos, LLC	253754	ZONING PETITION TRANSCRIPTIONS	Paid by EFT # 50980		01/04/2019	01/07/2019	01/07/2019		01/22/2019	1,278.00
11381 - TPI Building Code Consultants	201806	CODE ENFORCEMENT - 1601/1603 RECKINGER	Paid by EFT # 51027		06/27/2018	01/11/2019	11/30/2018		01/22/2019	742.50
								Account 50150 - Contractual/Consulting Services Totals	Invoice Transactions 2	\$2,020.50
Account 52230 - Repairs and Maint- Vehicles										
5243 - Duke & Lee's Service Corp	034110	VEHICLE MAINTENANCE	Paid by Check # 365160		12/28/2018	01/07/2019	01/07/2019		01/22/2019	85.09
								Account 52230 - Repairs and Maint- Vehicles Totals	Invoice Transactions 1	\$85.09
Account 53060 - General Printing										
3245 - Paddock Publications (Daily Herald)	DEC 2018 DEV	T4515225/T4515238/T4515239/T4515217	Paid by Check # 365268		12/22/2018	01/07/2019	01/07/2019		01/22/2019	362.25
3245 - Paddock Publications (Daily Herald)	NOV 2018 DEV	T4513415/T4513416/T4513609/T4513565/T4513567/T4513634	Paid by Check # 365268		11/24/2018	01/07/2019	11/30/2018		01/22/2019	933.80
2640 - Sparks Engineering Svc/Reprographic	133907	DB-2004-7948 PLAN COPIES	Paid by EFT # 51013		12/28/2018	01/07/2019	01/07/2019		01/22/2019	66.30
								Account 53060 - General Printing Totals	Invoice Transactions 3	\$1,362.35
Account 53120 - Employee Mileage Expense										
4504 - Karen Ann Miller	12272018	KAREN MILLER - CONFERENCE MILEAGE	Paid by EFT # 50950		12/27/2018	01/08/2019	11/30/2018		01/22/2019	72.23
4504 - Karen Ann Miller	9192018	PEV- MILEAGE CONFERENCES	Paid by EFT # 50950		09/19/2018	01/08/2019	11/30/2018		01/22/2019	184.04
4504 - Karen Ann Miller	12282018	K.MILLER MILEAGE FOR CONFERENCES	Paid by EFT # 50950		12/28/2018	01/08/2019	01/08/2019		01/22/2019	62.79
								Account 53120 - Employee Mileage Expense Totals	Invoice Transactions 3	\$319.06
Account 53130 - General Association Dues										
3876 - Illinois GIS Association (ILGISA)	6374	ILGISA - TIM MESCHER 333293 MEMBERHSIP RENEWAL	Paid by Check # 365204		01/01/2019	01/07/2019	01/07/2019		01/22/2019	65.00
2641 - Urban & Regional Info Systems (URISA)	2019-TMESCHER	TIM MESCHER 25574 MEMBERSHIP RENEWAL 2019	Paid by Check # 365321		01/07/2019	01/07/2019	01/07/2019		01/22/2019	195.00
								Account 53130 - General Association Dues Totals	Invoice Transactions 2	\$260.00



Development Accounts Payable by GL Distribution

Payment Date Range 01/01/19 - 01/31/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 690 - Development										
Sub-Department 690 - County Development										
Account 60010 - Operating Supplies										
8878 - AEC Technology, Inc.	7978	INK FOR PLOTTER / SERVICE CALL	Paid by EFT # 50794		11/23/2018	01/07/2019	11/30/2018		01/22/2019	987.97
								Account 60010 - Operating Supplies Totals	Invoice Transactions 1	<u>987.97</u>
Account 63040 - Fuel- Vehicles										
1360 - Feece Oil Company	1786253	GAS FOR COUNTY VEHICLE	Paid by Check # 365173		12/17/2018	01/07/2019	01/07/2019		01/22/2019	35.74
								Account 63040 - Fuel- Vehicles Totals	Invoice Transactions 1	<u>35.74</u>
								Sub-Department 690 - County Development Totals	Invoice Transactions 13	<u>\$5,070.71</u>
Sub-Department 692 - Water Resources & Subdivisions										
Account 52140 - Repairs and Maint- Copiers										
2291 - Chicago Office Technology Group (COTG)	IN1704828	2019 COPIER MAINTENANCE CONTRACT	Paid by EFT # 50824		12/17/2018	01/11/2019	01/11/2019		01/22/2019	433.73
								Account 52140 - Repairs and Maint- Copiers Totals	Invoice Transactions 1	<u>433.73</u>
								Sub-Department 692 - Water Resources & Subdivisions Totals	Invoice Transactions 1	<u>433.73</u>
								Department 690 - Development Totals	Invoice Transactions 15	<u>\$5,579.44</u>
								Fund 001 - General Fund Totals	Invoice Transactions 15	<u>\$5,579.44</u>
Fund 401 - Community Dev Block Program										
Department 690 - Development										
Sub-Department 711 - Community Developmt Block Grant										
Account 53110 - Employee Training										
8197 - Joshua C. Beck	121918	Per Diem	Paid by Check # 364982		12/19/2018	12/26/2018	12/27/2018		01/07/2019	295.00
4534 - Scott Berger	121918	Per Diem & Tolls	Paid by EFT # 50648		12/19/2018	12/26/2018	12/27/2018		01/07/2019	298.75
								Account 53110 - Employee Training Totals	Invoice Transactions 2	<u>\$593.75</u>
Account 55000 - Miscellaneous Contractual Exp										
9723 - Chicago Title and Trust Company	2018-01-E-01	HCI Homeownership Project PIN0627153030	Paid by Check # 364988		12/20/2018	12/26/2018	12/27/2018		01/07/2019	107,732.00
3380 - City of Batavia	2017-02-A-01	Batavia Street Improvements	Paid by Check # 364993		12/11/2018	12/26/2018	11/30/2018		01/07/2019	49,377.95
3415 - Lazarus House	2018-03-A-02	Lazarus House Emergency Shelter	Paid by EFT # 50725		12/11/2018	12/26/2018	11/30/2018		01/07/2019	19,080.00
8545 - Spillane and Sons Ltd.	2018-01-A-04	Spillane & Sons Homeownership Project	Paid by EFT # 50763		12/20/2018	12/26/2018	12/27/2018		01/07/2019	7,336.41
8545 - Spillane and Sons Ltd.	2018-01-A-05	Spillane & Sons Homeownership Project	Paid by EFT # 50763		12/20/2018	12/26/2018	12/27/2018		01/07/2019	7,590.30
8545 - Spillane and Sons Ltd.	2018-01-A-06	Spillane & Sons Homeownership Project	Paid by EFT # 50763		12/20/2018	12/26/2018	12/27/2018		01/07/2019	8,289.29



Development Accounts Payable by GL Distribution

Payment Date Range 01/01/19 - 01/31/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 401 - Community Dev Block Program										
Department 690 - Development										
Sub-Department 711 - Community Developmt Block Grant										
Account 55000 - Miscellaneous Contractual Exp										
3065 - Heses House, Inc (P.A.D.S.)	2018-03-B-01	PADS Aurora Emergency Shelter	Paid by EFT # 50894		12/31/2018	01/10/2019	11/30/2018		01/22/2019	11,795.53
3477 - PADS of Elgin, Inc.	2018-03-C-02	PADS Elgin Emergency Shelter	Paid by EFT # 50967		12/27/2018	01/10/2019	11/30/2018		01/22/2019	15,750.42
8545 - Spillane and Sons Ltd.	2017-01-A-24	Spillane & Sons Homeownership Project	Paid by EFT # 51014		01/10/2019	01/10/2019	01/11/2019		01/22/2019	24,500.00
8545 - Spillane and Sons Ltd.	2018-01-A-07	Spillane & Sons Homeownership Project	Paid by EFT # 51014		01/10/2019	01/10/2019	01/11/2019		01/22/2019	38,800.00
8545 - Spillane and Sons Ltd.	2018-01-A-08	Spillane & Sons Homeownership Project	Paid by EFT # 51014		01/10/2019	01/10/2019	01/11/2019		01/22/2019	6,650.00
8545 - Spillane and Sons Ltd.	2018-01-A-09	Spillane & Sons Homeownership Project	Paid by EFT # 51014		01/10/2019	01/10/2019	01/11/2019		01/22/2019	26,000.00
1094 - Village of North Aurora	2018-02-C-01	North Aurora Alley Improvements	Paid by EFT # 51045		12/20/2018	01/10/2019	11/30/2018		01/22/2019	156,000.00
							Account 55000 - Miscellaneous Contractual Exp Totals	Invoice Transactions	13	<u>\$478,901.90</u>
							Sub-Department 711 - Community Developmt Block Grant Totals	Invoice Transactions	15	<u>\$479,495.65</u>
							Department 690 - Development Totals	Invoice Transactions	15	<u>\$479,495.65</u>
							Fund 401 - Community Dev Block Program Totals	Invoice Transactions	15	<u>\$479,495.65</u>
Fund 402 - HOME Program										
Department 690 - Development										
Sub-Department 712 - HOME Program										
Account 53110 - Employee Training										
11902 - Karen Zilly	121718	Per Diem & Mileage	Paid by EFT # 50781		12/17/2018	12/26/2018	12/27/2018		01/07/2019	470.52
							Account 53110 - Employee Training Totals	Invoice Transactions	1	<u>\$470.52</u>
Account 55000 - Miscellaneous Contractual Exp										
3476 - Community Contacts, Inc.	2016-01-C-02	Owner Occupied Housing Rehab Loan Program	Paid by Check # 365013		12/17/2018	12/26/2018	12/27/2018		01/07/2019	10,252.00
							Account 55000 - Miscellaneous Contractual Exp Totals	Invoice Transactions	1	<u>\$10,252.00</u>
							Sub-Department 712 - HOME Program Totals	Invoice Transactions	2	<u>\$10,722.52</u>
							Department 690 - Development Totals	Invoice Transactions	2	<u>\$10,722.52</u>
							Fund 402 - HOME Program Totals	Invoice Transactions	2	<u>\$10,722.52</u>



Development Accounts Payable by GL Distribution

Payment Date Range 01/01/19 - 01/31/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 404 - Homeless Management Info Systems										
Department 690 - Development										
Sub-Department 714 - Homeless Management Info Systems										
Account 50150 - Contractual/Consulting Services										
10879 - Pathways Community Network InSTITUTE	3452	HMIS Administrative Services 11/2018	Paid by EFT # 50742		11/30/2018	12/30/2018	11/30/2018		01/07/2019	2,418.49
							Account 50150 - Contractual/Consulting Services Totals	Invoice Transactions	1	\$2,418.49
							Sub-Department 714 - Homeless Management Info Systems Totals	Invoice Transactions	1	\$2,418.49
							Department 690 - Development Totals	Invoice Transactions	1	\$2,418.49
							Fund 404 - Homeless Management Info Systems Totals	Invoice Transactions	1	\$2,418.49
Fund 405 - Cost Share Drainage										
Department 690 - Development										
Sub-Department 715 - Cost Share Drainage										
Account 50140 - Engineering Services										
8249 - Dale Floyd Land Surveying LLC	1218-8	SLEEPY HOLLOW RD INV 1218-8	Paid by EFT # 50841		12/28/2018	01/11/2019	01/11/2019		01/22/2019	1,450.00
							Account 50140 - Engineering Services Totals	Invoice Transactions	1	\$1,450.00
Account 73500 - Other Construction										
8145 - J&L Excavating, Inc.	17-1313	2018 LAKE CHARLOTTE DRAINAGE PROJECT	Paid by EFT # 50715		11/30/2018	12/19/2018	11/30/2018		01/07/2019	25,156.90
							Account 73500 - Other Construction Totals	Invoice Transactions	1	\$25,156.90
							Sub-Department 715 - Cost Share Drainage Totals	Invoice Transactions	2	\$26,606.90
							Department 690 - Development Totals	Invoice Transactions	2	\$26,606.90
							Fund 405 - Cost Share Drainage Totals	Invoice Transactions	2	\$26,606.90
Fund 410 - Elgin CDBG										
Department 690 - Development										
Sub-Department 727 - Elgin CDBG										
Account 55000 - Miscellaneous Contractual Exp										
3476 - Community Contacts, Inc.	EP# 154374-02	Elgin Residential Rehab Single Family	Paid by Check # 365145		12/26/2018	01/10/2019	01/11/2019		01/22/2019	30,348.00
3476 - Community Contacts, Inc.	EP #154374-03	Elgin Residential Rehab Single Family	Paid by Check # 365145		01/09/2019	01/10/2019	01/11/2019		01/22/2019	18,132.00
							Account 55000 - Miscellaneous Contractual Exp Totals	Invoice Transactions	2	\$48,480.00
							Sub-Department 727 - Elgin CDBG Totals	Invoice Transactions	2	\$48,480.00
							Department 690 - Development Totals	Invoice Transactions	2	\$48,480.00
							Fund 410 - Elgin CDBG Totals	Invoice Transactions	2	\$48,480.00



Development Accounts Payable by GL Distribution

Payment Date Range 01/01/19 - 01/31/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 420 - Stormwater Management										
Department 670 - Environmental Management										
Sub-Department 680 - Stormwater Management										
Account 55030 - Grant Pass Thru										
1091 - V3 Construction Group LTD	5	KCJC HERBICIDING INV #5	Paid by Check # 365322		12/31/2018	01/11/2019	01/11/2019		01/22/2019	4,176.00
							Account 55030 - Grant Pass Thru Totals	Invoice Transactions 1		\$4,176.00
							Sub-Department 680 - Stormwater Management Totals	Invoice Transactions 1		\$4,176.00
							Department 670 - Environmental Management Totals	Invoice Transactions 1		\$4,176.00
							Fund 420 - Stormwater Management Totals	Invoice Transactions 1		\$4,176.00
Fund 425 - Blighted Structure Demolition										
Department 690 - Development										
Sub-Department 694 - Blighted Structure Demolition										
Account 50650 - Blighted Structure Demolition										
11994 - Unlimited Fire Restoration Inc	6N146RT25	6N146 RT 25 BOARD UP	Paid by EFT # 51037		09/28/2018	01/02/2019	11/30/2018		01/22/2019	185.00
							Account 50650 - Blighted Structure Demolition Totals	Invoice Transactions 1		\$185.00
							Sub-Department 694 - Blighted Structure Demolition Totals	Invoice Transactions 1		\$185.00
							Department 690 - Development Totals	Invoice Transactions 1		\$185.00
							Fund 425 - Blighted Structure Demolition Totals	Invoice Transactions 1		\$185.00
Fund 520 - Mill Creek Special Service Area										
Department 690 - Development										
Sub-Department 730 - Mill Creek Special Service Area										
Account 50150 - Contractual/Consulting Services										
7629 - Industrial Maintenance Services	192	MC 2018 DEC Janitorial Services (12/13 & 12/27)	Paid by Check # 365032		12/28/2018	12/27/2018	12/27/2018		01/07/2019	60.00
							Account 50150 - Contractual/Consulting Services Totals	Invoice Transactions 1		\$60.00
Account 50160 - Legal Services										
1822 - Ottosen Britz Kelly Cooper Gilbert & Dinolfo, Ltd	112727	MC 2018 NOV Legal Counsel	Paid by Check # 365047		11/30/2018	12/18/2018	11/30/2018		01/07/2019	120.00
1822 - Ottosen Britz Kelly Cooper Gilbert & Dinolfo, Ltd	113216	MC 2018 DEC Legal Counsel	Paid by Check # 365266		12/31/2018	01/11/2019	01/11/2019		01/22/2019	220.00
							Account 50160 - Legal Services Totals	Invoice Transactions 2		\$340.00
Account 52020 - Repairs and Maintenance- Roads										
7390 - County Wide Landscaping Inc	5224	MC 2018 NOV/DEC Snowplowing Services (#1 of 5)	Paid by EFT # 50673		11/21/2018	12/18/2018	11/30/2018		01/07/2019	9,000.00
5805 - Lakeshore Recycling Systems (Pit Stop Clean Sweep)	PS243416	MC 2018 DEC Street Sweeping Services (#3 of 3)	Paid by EFT # 50922		12/19/2018	12/18/2018	11/30/2018		01/22/2019	2,690.01
							Account 52020 - Repairs and Maintenance- Roads Totals	Invoice Transactions 2		\$11,690.01



Development Accounts Payable by GL Distribution

Payment Date Range 01/01/19 - 01/31/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 520 - Mill Creek Special Service Area											
Department 690 - Development											
Sub-Department 730 - Mill Creek Special Service Area											
Account 52120 - Repairs and Maint- Grounds											
11140 - The Clay Companies dba Raise-Rite Concrete Lifting	18-18704	MC 2018 NOV Sidewalk Mudjacking Project	Paid by EFT # 50769		11/09/2018	12/20/2018	11/30/2018		01/07/2019	1,628.00	
8523 - Cornerstone Partners Horticultural Services Co.	CP16170	MC 2018 DEC Trash Receptacle Maintenance (#1 of 4)	Paid by EFT # 50837		12/28/2018	01/11/2019	01/11/2019		01/22/2019	320.18	
									Account 52120 - Repairs and Maint- Grounds Totals	Invoice Transactions 2	<u>\$1,948.18</u>
Account 52180 - Building Space Rental											
9183 - Tri City Land Management Co., LLC	4490-411-R001JAN	MC 2019 JAN Office Rent	Paid by EFT # 50775		01/01/2019	12/27/2018	12/27/2018		01/07/2019	986.14	
									Account 52180 - Building Space Rental Totals	Invoice Transactions 1	<u>\$986.14</u>
Account 52250 - Intersect Lighting Services											
10890 - Gatza Electric, Inc.	1325	MC 2018 DEC Repairs to LP #28	Paid by EFT # 50870		01/08/2019	12/18/2018	11/30/2018		01/22/2019	1,071.20	
									Account 52250 - Intersect Lighting Services Totals	Invoice Transactions 1	<u>\$1,071.20</u>
Account 55000 - Miscellaneous Contractual Exp											
2037 - Blackberry Township	DNM-14918	MC 2018 OCT Ashpahl Striping (Reimbursement Blackberry Township)	Paid by EFT # 50650		10/23/2018	12/20/2018	11/30/2018		01/07/2019	925.00	
									Account 55000 - Miscellaneous Contractual Exp Totals	Invoice Transactions 1	<u>\$925.00</u>
Account 60010 - Operating Supplies											
10153 - William Earle	112618	MC 2018 NOV Bill Earle Reimbursement for Operating Supplies	Paid by Check # 365018		11/26/2018	12/18/2018	11/30/2018		01/07/2019	32.03	
10153 - William Earle	122818	MC 2018 DEC Bill Earle Reimbursement for Operating Supplies	Paid by Check # 365161		12/28/2018	01/11/2019	01/11/2019		01/22/2019	108.84	
									Account 60010 - Operating Supplies Totals	Invoice Transactions 2	<u>\$140.87</u>
Account 63020 - Utilities- Intersect Lighting											
2253 - Nicor Gas	3905811675NO DE	MC 2018 NOV/DEC (11/16-12/17), Meter #4209788	Paid by Check # 365042		12/18/2018	12/27/2018	12/27/2018		01/07/2019	70.63	
1054 - ComEd	0018171063-A1118	MC 2018 NOV/DEC (10/31/18-12/7/18), Summary Acct #0463054408	Paid by Check # 365130		01/02/2019	01/11/2019	11/30/2018		01/22/2019	55.24	
1054 - ComEd	0203153397-H1118	MC 2018 NOV/DEC (10/31/18-12/7/18), Summary Acct #0463054408	Paid by Check # 365130		01/02/2019	01/11/2019	11/30/2018		01/22/2019	29.82	



Development Accounts Payable by GL Distribution

Payment Date Range 01/01/19 - 01/31/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 520 - Mill Creek Special Service Area										
Department 690 - Development										
Sub-Department 730 - Mill Creek Special Service Area										
Account 63020 - Utilities- Intersect Lighting										
1054 - ComEd	0340143026-B1118	MC 2018 NOV/DEC (10/31/18-12/7/18), Summary Acct #0463054408	Paid by Check # 365130		01/02/2019	01/11/2019	11/30/2018		01/22/2019	23.66
1054 - ComEd	1553036026-C1118	MC 2018 NOV/DEC (10/31/18-12/7/18), Summary Acct #0463054408	Paid by Check # 365130		01/02/2019	01/11/2019	11/30/2018		01/22/2019	98.46
1054 - ComEd	5631065056-D1118	MC 2018 NOV/DEC (10/31/18-12/7/18), Summary Acct #0463054408	Paid by Check # 365130		01/02/2019	01/11/2019	11/30/2018		01/22/2019	56.08
1054 - ComEd	6148196021-E1118	MC 2018 NOV/DEC (10/31/18-12/7/18), Summary Acct #0463054408	Paid by Check # 365130		01/02/2019	01/11/2019	11/30/2018		01/22/2019	32.32
1054 - ComEd	6148197028-F1118	MC 2018 NOV/DEC (10/31/18-12/7/18), Summary Acct #0463054408	Paid by Check # 365130		01/02/2019	01/11/2019	11/30/2018		01/22/2019	24.43
1054 - ComEd	6667000013-G1118	MC 2018 NOV/DEC (10/31/18-12/7/18), Summary Acct #0463054408	Paid by Check # 365130		01/02/2019	01/11/2019	11/30/2018		01/22/2019	63.88
1054 - ComEd	6148132018-1218	MC 2018 DEC (12/03/18-01/04/19)	Paid by Check # 365131		01/07/2019	01/11/2019	01/11/2019		01/22/2019	110.47
1054 - ComEd	8676003015-A1218	MC 2018 DEC (11/29/18-01/02/19), Current Charges Only	Paid by Check # 365131		01/02/2019	01/11/2019	01/11/2019		01/22/2019	5.30
8268 - Mill Creek Water Reclamation District	21107891	MC 2018 DEC Water/Sewer (12/02/18-01/02/19)	Paid by EFT # 50949		01/07/2019	01/11/2019	01/11/2019		01/22/2019	8.00
							Account 63020 - Utilities- Intersect Lighting Totals		Invoice Transactions 12	\$578.29
							Sub-Department 730 - Mill Creek Special Service Area Totals		Invoice Transactions 24	\$17,739.69
							Department 690 - Development Totals		Invoice Transactions 24	\$17,739.69
							Fund 520 - Mill Creek Special Service Area Totals		Invoice Transactions 24	\$17,739.69



Development Accounts Payable by GL Distribution

Payment Date Range 01/01/19 - 01/31/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 650 - Enterprise Surcharge										
Department 670 - Environmental Management										
Sub-Department 670 - Enterprise Surcharge										
Account 50590 - Professional Services										
8980 - Fluorecycle, Inc.	42327	FLUORESCENT LAMPS INV 4237	Paid by EFT # 50687		11/30/2018	12/02/2018	12/21/2018		01/07/2019	287.97
1044 - City of Geneva	0198004207-001 N	ELECTRIC-FABYAN PKWY NOV 18 SERVICE	Paid by Check # 365123		12/15/2018	01/11/2019	11/30/2018		01/22/2019	43.75
1258 - City of Naperville	1763	ANNUAL CONTRIBUTION HHW FACILITY INV 1763	Paid by EFT # 50827		01/02/2019	01/11/2019	01/11/2019		01/22/2019	10,000.00
								Account 50590 - Professional Services Totals	Invoice Transactions 3	\$10,331.72
Account 53060 - General Printing										
1727 - Taykit, Inc. (DBA Creekside Printing)	010910901	2019 RECYCLING GUIDE	Paid by EFT # 51020		01/09/2019	01/11/2019	01/11/2019		01/22/2019	6,773.00
								Account 53060 - General Printing Totals	Invoice Transactions 1	\$6,773.00
Account 53100 - Conferences and Meetings										
11582 - Jessica Mino	SEPT/OCT/NOV 201	2018 J MINO PERSONAL EXPENSES	Paid by Check # 365251		11/27/2018	11/27/2018	11/27/2018		01/22/2019	18.26
11582 - Jessica Mino	Nov 2018	USBGC Conference Metra to Chicago	Paid by Check # 365251		11/15/2018	11/27/2018	11/27/2018		01/22/2019	19.00
5260 - Jodie Wollnik	2018-NOV	METRA TICKET - SETTLERS HILL -ATTY GENERAL MTG	Paid by Check # 365334		01/11/2019	01/11/2019	11/30/2018		01/22/2019	16.50
								Account 53100 - Conferences and Meetings Totals	Invoice Transactions 3	\$53.76
Account 53120 - Employee Mileage Expense										
11582 - Jessica Mino	SEPT/OCT/NOV	2018 JMINO SEPT/OCT/NOV MILEAGE	Paid by Check # 365251		11/27/2018	11/27/2018	11/27/2018		01/22/2019	81.49
								Account 53120 - Employee Mileage Expense Totals	Invoice Transactions 1	\$81.49
Account 60000 - Office Supplies										
3578 - Warehouse Direct Office Products	4157579-0	OFFICE SUPPLIES-PLANNER CALENDAR	Paid by EFT # 51050		01/10/2019	01/11/2019	01/11/2019		01/22/2019	34.79
3578 - Warehouse Direct Office Products	4155125-0	OFFICE SUPPLIES	Paid by EFT # 51050		01/09/2019	01/11/2019	01/11/2019		01/22/2019	171.36
								Account 60000 - Office Supplies Totals	Invoice Transactions 2	\$206.15
Account 60010 - Operating Supplies										
2748 - Accurate Document Destruction Inc (GROOT)	15641822	Paper Shredding 10/22/18	Paid by EFT # 50637		11/30/2018	11/30/2018	11/30/2018		01/07/2019	6.06
1024 - Ready Refresh by Nestle (Ice Mountain)	1818106259438	WATER INV 18L8106259438	Paid by EFT # 50985		12/24/2018	01/11/2019	01/11/2019		01/22/2019	28.44
								Account 60010 - Operating Supplies Totals	Invoice Transactions 2	\$34.50
								Sub-Department 670 - Enterprise Surcharge Totals	Invoice Transactions 12	\$17,480.62
								Department 670 - Environmental Management Totals	Invoice Transactions 12	\$17,480.62



Development Accounts Payable by GL Distribution

Payment Date Range 01/01/19 - 01/31/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 651 - Enterprise General				Fund 650 - Enterprise Surcharge			Totals		Invoice Transactions 12	\$17,480.62
Department 670 - Environmental Management Sub-Department 671 - Enterprise General Account 50150 - Contractual/Consulting Services										
1011 - Curran Contracting Company	8	SETTLER'S HILL CCC INV #8	Paid by EFT # 50839		01/09/2019	01/11/2019	11/30/2018		01/22/2019	22,355.55
							Account 50150 - Contractual/Consulting Services Totals	Invoice Transactions 1		\$22,355.55
							Sub-Department 671 - Enterprise General Totals	Invoice Transactions 1		\$22,355.55
							Department 670 - Environmental Management Totals	Invoice Transactions 1		\$22,355.55
							Fund 651 - Enterprise General Totals	Invoice Transactions 1		\$22,355.55
							Grand Totals	Invoice Transactions 76		\$635,239.86

**Kane County Purchasing Card Information
Development Committee
January 2019 Statement**

COMMUNITY REINVESTMENT			
Transaction Date	Merchant Name	Additional Information	Transaction Amount
2/1/2019	PAYPAL LANDMARKSPR	4029357733	\$100.00
			Total: \$100.00

DEVELOPMENT DEPARTMENT			
Transaction Date	Merchant Name	Additional Information	Transaction Amount
1/3/2019	MENARDS BATAVIA IL	BATAVIA	\$59.98
1/8/2019	CHICAGO TRIBUNE SUBS	3125467900	\$0.99
1/11/2019	CVS/PHARMACY #10660	SAINT CHARLES	\$3.04
1/12/2019	CORNER BAKERY 0199	9726194150	\$175.00
1/18/2019	EB 2019 VITAL LANDS S	8014137200	\$125.00
1/18/2019	PAYPAL SOUTHEASTFO	4029357733	\$40.00
1/23/2019	DREAM FOODS	8884618673	\$95.92
1/24/2019	EIG CONSTANTCONTACT.C	855-2295506	\$45.00
1/25/2019	ASSOCIATION OF LICENSE	8473820630	\$235.00
1/26/2019	AMER ASSOC NOTARIES	713-644-2299	(\$42.95)
1/28/2019	MENARDS BATAVIA IL	BATAVIA	\$47.27
1/28/2019	MENARDS BATAVIA IL	BATAVIA	\$23.05
			Total: \$807.30

WATER RESOURCES DEPARTMENT			
Transaction Date	Merchant Name	Additional Information	Transaction Amount
1/22/2019	ROSATIS PIZZA - BATAVI	BATAVIA	\$111.51
1/29/2019	SQU SQ ILLINOIS ASSOC	MORTON	\$100.00
2/1/2019	IAFSM	6304438145	\$860.00
2/1/2019	KANE DU-PAGE SOIL AND	6305847960	\$51.13
			Total: \$1,122.64
			Total all: \$2,029.94



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4471: Miguel Bautista

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

Summary:

Petition #4471

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

ST. CHARLES TOWNSHIP

Miguel Bautista

7N416 Route 31, Section 2, St. Charles Township (09-02-301-002)

Requesting a Five-Year Interim Special Use in the F-Farming District to allow for the storage of landscaping vehicles and equipment

Rural Residential

None

Regional Planning Comm.: N/A

Zoning Board: Approval

Development Committee: To be determined

STATE OF ILLINOIS

COUNTY OF KANE

PETITION NO. 4471
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

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

- 1) That a Five-Year Interim Special Use in the F-Farming District be granted for a landscaping business on the following described property:

The Southerly 90', as measured along the Westerly line, of Lot A of Highland Acres, in the Township of St. Charles, Kane County, Illinois. The property is located 7N416 Route 31.

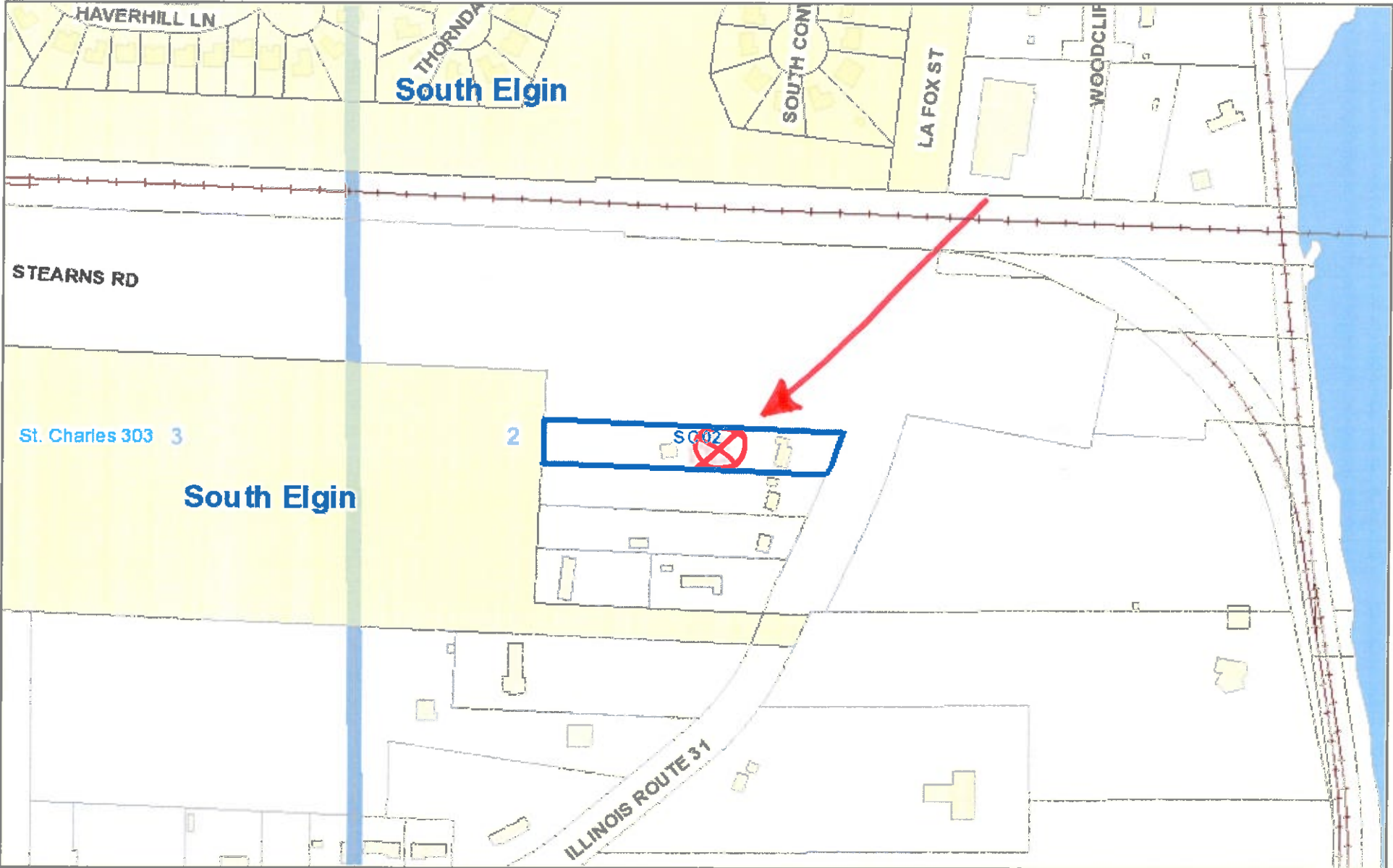
- 2) That the zoning maps of Kane County, Illinois be amended accordingly.
- 3) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on March 12, 2019.

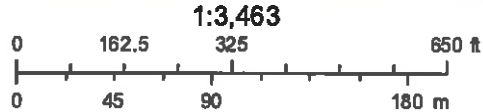
John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

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

Map Title



October 10, 2018



GIS-Technologies

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ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4472: Mary Ann Krempel

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

Summary:

Petition #4472

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

ST. CHARLES TOWNSHIP

Mary Ann Krempel

3N952 Bittersweet Road, Section 29, St. Charles Township (09-29-226-002)

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

Neighboring property owners

Regional Planning Comm.: N/A

Zoning Board: Approval

Development Committee: To be determined

STATE OF ILLINOIS

COUNTY OF KANE

PETITION NO. 4472
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

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

- 1) That a rezoning from F-District Farming to R-1 District-One Family Residential be granted on the following described property:

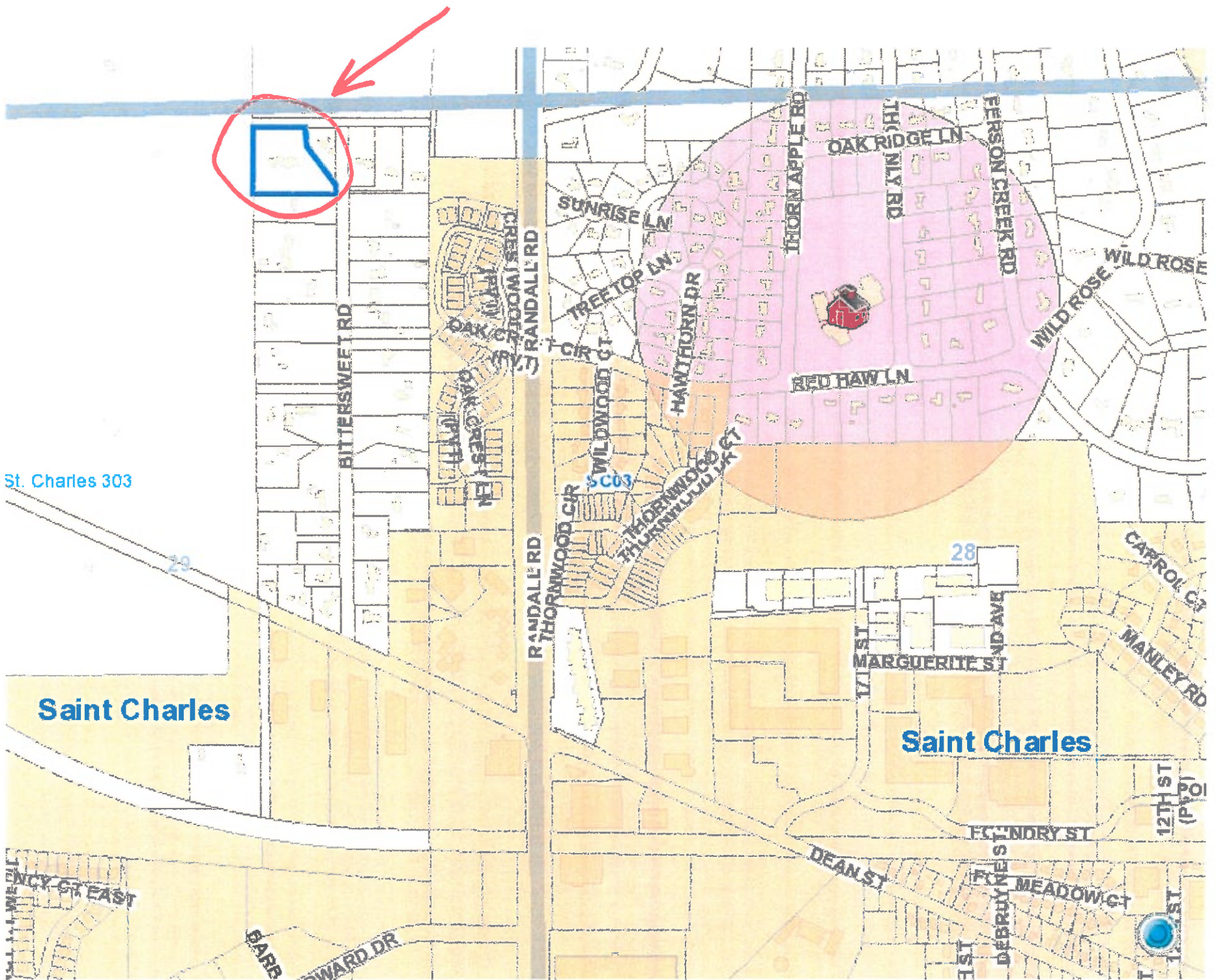
That part of the Northeast Quarter of Section 29, Township 40 North, Range 8 East of the 3rd Principal Meridian, described as follows: Commencing at the Northwest corner of Christensen Subdivision; thence North 89 degrees 41' West along the North line extended of said Subdivision 139.0 feet for a point of beginning; thence North 89°41' West along said North line extended 245.70 feet; thence South 0 degrees 25' East 315.0 feet; thence South 89 degrees 41' East 384.70 feet to the Southwest corner of said Christensen Subdivision; thence North 0 degrees 25' West along the West line of said Subdivision 39.79 feet; thence North 37 degrees 10' West 233.37 feet to a point due South 90.0 feet from the point of beginning; thence North 90.0 feet to the point of beginning, in St. Charles Township, Kane County, Illinois. The property is located at 3N952 Bittersweet Road.

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

Passed by the Kane County Board on March 12, 2019.

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

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



St. Charles 303

Saint Charles

Saint Charles



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4473: Burke Storage, Inc.

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

Summary:

Petition #4473

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

PLATO TOWNSHIP

Burke Storage, Inc.

Located on the western portion of 9N533 Nesler Road, Section 25, Plato Township (05-25-178-006 & 05-25-178-008)

Special Use in the B-3 Business District to allow outdoor storage of vehicles and equipment

Commerce/Employment

Neighboring property owners

Regional Planning Comm.: N/A

Zoning Board: Approval with the following stipulations:

1. The Special Use will bring the existing businesses into conformance with the Zoning Ordinance.
2. The evergreen trees planted as screening must be maintained and replaced if they die or become more than 25% brown.
3. The vehicles associated with the towing business must be operable. All inoperable vehicles must be removed from the premises within 90 days of zoning approval.
4. All outdoor storage must be on the subject parcel and not on the F zoned parcel to the east.
5. All storage and towing business traffic must use the northern access.
6. A maximum height allowed for storage vehicles not exceed 14'.
7. 10 additional trees be planted north of current eastern tree endpoint near the house for additional screening.
8. The maximum number of trucks allowed to be parked outside not exceed 12.

Development Committee: To be determined

STATE OF ILLINOIS

COUNTY OF KANE

PETITION NO. 4473
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

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

- 1) That a Special Use in the B-3 Business District for outdoor storage of equipment and vehicles on the following described property:

PARCEL ONE (05-25-178-006): THAT PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 7, EAST OF THE THIRD PRICIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID NORTHWEST ¼; THENCE NORTH 0 DEGREES, 39 MINUTES, 0 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST ¼, 501.80 FEET; FOR THE POINT OF BEGINNING, THENCE SOUTH 80 DEGREES, 55 MINUTES 0 SECONDS EAST, 209.39 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 162 DEGREES, 51 MINUTES, 18 SECONDS TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE OF 102.69 FEET; TO AN ANGLE POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 20 DEGREES, 7 MINUTES, 10 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED LINE 163.93 FEET TO A POINT OF THE WEST LINE OF SAID EAST ½ OF THE NORTHWEST ¼ OF SECTION 25, WHICH IS 130.95 FEET NORTHWESTERLY OF THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF SAID EAST ½ OF THE NORTHWEST ¼ OF SECTION 25, A DISTANCE OF 130.95 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF PLATO, KANE COUNTY, ILLINOIS.

PARCEL TWO (05-25-178-008): THAT PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 7, EAST OF THE THIRD PRICIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST ½ OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE NORTH 00 DEGREES, 39 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE EAST ½ OF SAID NORTHWEST ¼ 501.80 FEET; THENCE SOUTH 80 DEGREES, 55 MINUTES, 0 SECONDS EAST 209.39 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 17 DEGREES, 08 MINUTES, 42 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LASTDESCRIBED LINE 130.67 FEET; THENCE SOUTH 09 DEGREES, 39 MINUTES, 00 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST ½ OF SAID NORTHWEST ¼ 411.44 FEET TO THE SOUTH LINE OF SAID EAST HALF; THENCE WEST ALONG SAID SOUTH LINE 325.00 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF PLATO, KANE COUNTY, ILLINOIS. The property is located at 9N533 Nesler Road.

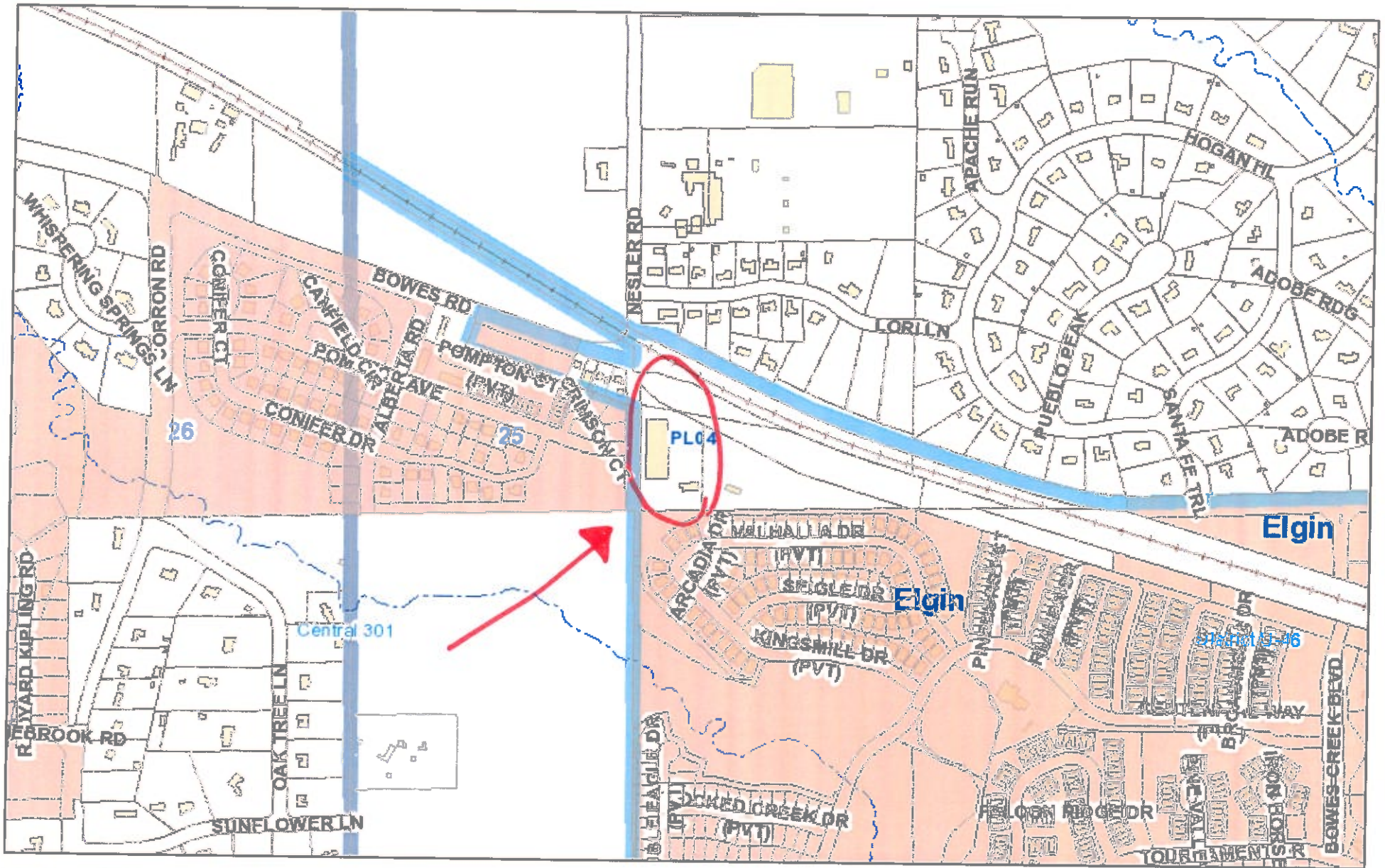
- 2) That the Special Use be granted subject to the following stipulations:
1. The Special Use will bring the existing businesses into conformance with the Zoning Ordinance.
 2. The evergreen trees planted as screening must be maintained and replaced if they die or become more than 25% brown.
 3. The vehicles associated with the towing business must be operable. All inoperable vehicles must be removed from the premises within 90 days of zoning approval.
 4. All outdoor storage must be on the subject parcel and not on the F zoned parcel to the east.
 5. All storage and towing business traffic must use the northern access.
 6. A maximum height allowed for storage vehicles not exceed 14'.
 7. 10 additional trees be planted north of current eastern tree endpoint near the house for additional screening.
 8. The maximum number of trucks allowed to be parked outside not exceed 12.
- 3) That the zoning maps of Kane County, Illinois be amended accordingly.
- 4) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on March 12, 2019.

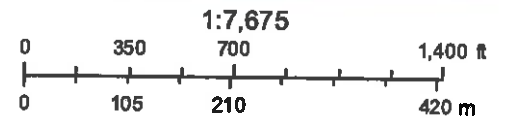
John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

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

Map Title



October 3, 2018



GIS-Technologies

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ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4480: Michael Vondra (Creekside Farms, LLC)

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

Summary:

Petition #4480

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

BLACKBERRY TOWNSHIP

Michael Vondra (Creekside Farms, LLC)

2S785 Lorang Road, Section 30, Blackberry Township (11-30-100-007, 11-30-300-005 & 11-30-401-008)

Special Use in the F-Farming District for an owner operated farm compost operation and for mining and on-site sale of mined materials

Proposed Open Space/Resource Management

None

Regional Planning Comm.: N/A

Zoning Board: Approval

Development Committee: To be determined

PETITION NO. 4480
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

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

- 1) That a Special Use in the F-Farming District for an owner operated farm compost operation and for mining and on-site sale of mined materials be granted on the following described property:

PARCEL 3: THAT PART OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 30; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION, 66.0 FEET; THENCE SOUTH 11 DEGREES, 25 MINUTES, 10 SECONDS WEST, 1084.35 FEET; THENCE SOUTH 82 DEGREES, 36 MINUTES, 41 SECONDS WEST 1460.29 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ILLINOIS STATE TOLL HIGHWAY (INTERSTATE 88) AS SET FORTH IN CASE NO. 71-ED 7077, FOR A POINT OF BEGINNING; THENCE SOUTH 82 DEGREES, 36 MINUTES, 41 SECONDS WEST TO THE WEST LINE OF SAID SECTION 30, 2743.51 FEET; THENCE NORTH 00 DEGREES, 22 MINUTES, 29 SECONDS EAST ALONG SAID WEST LINE, 1492.40 FEET; THENCE NORTH 00 DEGREES, 18 MINUTES, 55 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, 1439.14 FEET TO THE SOUTH LINE OF A TRACT ACQUIRED BY CASE NO. 71-ED 7077; THENCE SOUTH 89 DEGREES, 41 MINUTES, 05 SECONDS EAST ALONG SAID SOUTH LINE, 40.0 FEET; THENCE NORTH 00 DEGREES, 18 MINUTES, 55 SECONDS EAST ALONG A LINE THAT IS 40.0 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES THEREFROM AND PARALLEL WITH SAID WEST LINE, 502.29 FEET TO SAID SOUTHWESTERLY RIGHT OF WAY LINE; THENCE SOUTH 37 DEGREES, 33 MINUTES, 47 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE; 356.83 FEET; THENCE SOUTH 42 DEGREES, 51 MINUTES, 45 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 1066.57 FEET; THENCE SOUTH 40 DEGREES, 00 MINUTES, 0 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 400.5 FEET; THENCE SOUTH 47 DEGREES, 37 MINUTES, 34 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 301.04 FEET; THENCE SOUTH 42 DEGREES, 51 MINUTES, 45 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 800.57 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 1138.43 FEET BEING ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5584.58 FEET, THE CHORD FORMED BY SAID CURVE BEARING SOUTH 37 DEGREES, 00 MINUTES, 20 SECONDS EAST; THENCE SOUTH 36 DEGREES, 06 MINUTES, 25 SECONDS EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 14.91 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BLACKBERRY, KANE COUNTY, ILLINOIS. PARCEL 4: THAT PART OF THE SOUTH 1/2 OF SECTION 30, AND THAT PART OF THE NORTH 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 80 DEGREES, 31 MINUTES, 44 SECONDS EAST, 1000.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 1138.43 FEET BEING ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5584.58 FEET, THE CHORD FORMED BY SAID CURVE BEARING SOUTH 37 DEGREES, 00 MINUTES, 20 SECONDS EAST; THENCE SOUTH 36 DEGREES, 06 MINUTES, 25 SECONDS EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 14.91 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BLACKBERRY, KANE COUNTY, ILLINOIS.

SECONDS EAST 220.20 FEET TO AN EXISTING LIMESTONE MONUMENT FOR A POINT OF BEGINNING; THENCE SOUTH 24 DEGREES, 04 MINUTES, 46 SECONDS EAST 54.80 FEET TO AN EXISTING LIMESTONE MONUMENT: THENCE SOUTH 71 DEGREES, 49 MINUTES, 14 SECONDS WEST 281.40 FEET TO AN EXISTING IRON PIPE STAKE; THENCE NORTH 4 DEGREES, 35 MINUTES, 57 SECONDS EAST 1406.94 FEET TO AN EXISTING IRON STAKE AT A FENCE CORNER: THENCE NORTH 83 DEGREES, 06 MINUTES, 05 SECONDS EAST ALONG AN OLD CLAIM LINE 882.10 FEET TO THE SOUTHWESTERLY LINE OF A TRACT OF LAND KNOWN AS PARCEL E8-28A ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDINGS OUTLINED IN CASE NO. 71-ED-7077 IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS; THENCE SOUTH 35 DEGREES, 37 MINUTES, 07 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 218.34 FEET TO AN ANGLE IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 30 DEGREES, 41 MINUTES, 55 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 1286.66 FEET TO THE MOST NORTHERLY NORTHEAST CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8-28.1 ALSO ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY UNDER CASE NO. 71-ED-7077, AFORESAID; THENCE NORTH 88 DEGREES, 17 MINUTES, 51 SECONDS WEST ALONG THE MOST NORTHERLY LINE OF SAID TRACT, 596.97 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID TRACT; THENCE SOUTH 1 DEGREES, 42 MINUTES 09 SECONDS WEST ALONG THE MOST WESTERLY LINE OF SAID TRACT, 54.19 FEET TO A LINE DRAWN NORTH 86 DEGREES, 54 MINUTES, 14 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES, 54 MINUTES 14 SECONDS WEST ALONG SAID LINE 930.60 FEET TO THE POINT OF BEGINNING, IN BLACKBERRY TOWNSHIP KANE COUNTY, ILLINOIS. The property is located at 2S785 Lorang Road.

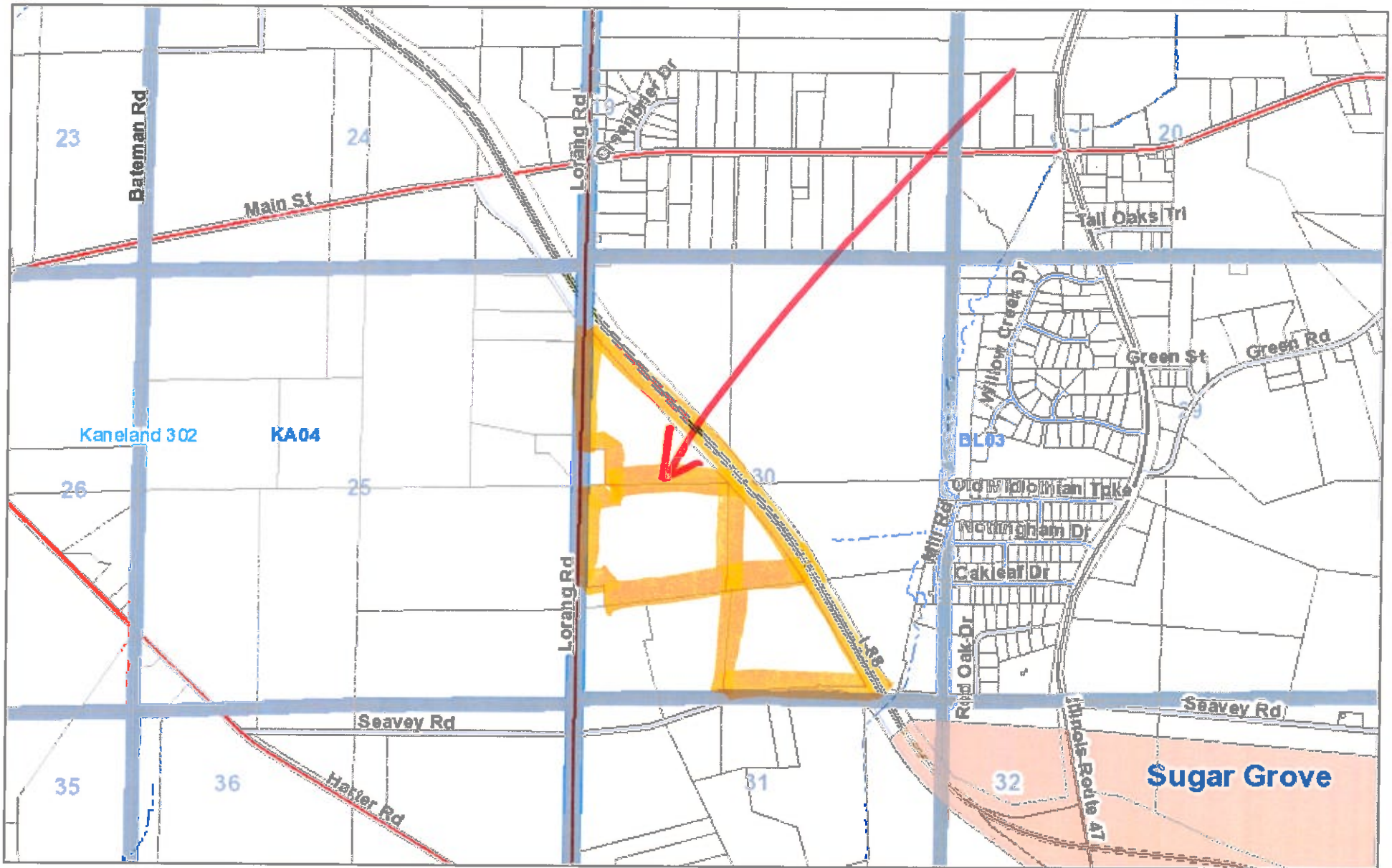
- 2) That the zoning maps of Kane County, Illinois be amended accordingly.
- 3) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on March 12, 2019

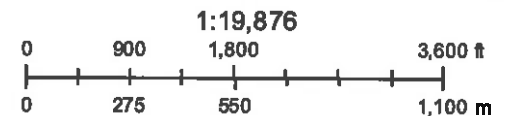
John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

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

Map Title



November 29, 2018



GIS-Technologies

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ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4490: Harris Trust #1464/Mark Hodges

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

Summary:

Petition #4490

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

HAMPSHIRE TOWNSHIP

Harris Trust #1464/Mark Hodges

Located south of Dietrich Rd, north of Interstate 90 and east of US Rte 20, Section 2, Hampshire Township (01-02-300-017, 01-02-300-008 & 01-02-400-012)

Amendment to the existing PUD-Planned Unit Development to allow for storage of vehicles/equipment and for a 1000 ft² sign

Commerce/Employment

None

Regional Planning Comm.: N/A

Zoning Board: No Recommendation (4 Aye, 2 Nay)

Development Committee: To be determined

STATE OF ILLINOIS
COUNTY OF KANE

PETITION NO. 4490
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

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

- 1) That an Amendment to an existing PUD-Planned Unit Development zoned property be granted for storage of vehicles and an outdoor advertising sign on the following described property:

Part of the West half of the Southeast Quarter of section 2, Township 42 North, Range 6 East of the 3rd Principal Meridian, lying Northerly of the Northerly line of parcel # N-4B-27 acquired by the Illinois State Tollway Commission thru proceedings filed in the Circuit Court of Kane County, Illinois, as Case # 57-441, being described as follows: Commencing at the intersection of the East line of the said West half of the Southwest Quarter with the said Northerly line of Parcel N-4B-27; thence North 71 degrees 30 minutes 43 seconds West along said Northerly line, 303.53 feet to the point of beginning; thence continuing North 71 degrees 30 minutes 43 seconds West along said Northerly line, 964.60 feet; thence North 21 degrees 05 minutes 43 seconds East, 113.80 feet; thence North 83 degrees 03 minutes 19 seconds East, 81.42 feet; thence South 89 degrees 41 minutes 30 seconds East, 613.82 feet; thence South 60 degrees 08 minutes 27 seconds East, 277.82 feet; thence South 12 degrees 25 minutes 03 seconds West, 287.00 feet to the point of beginning in Kane County, Illinois. The property is located to the east of 19N430 US Route 20 and south of Dietrich Road.

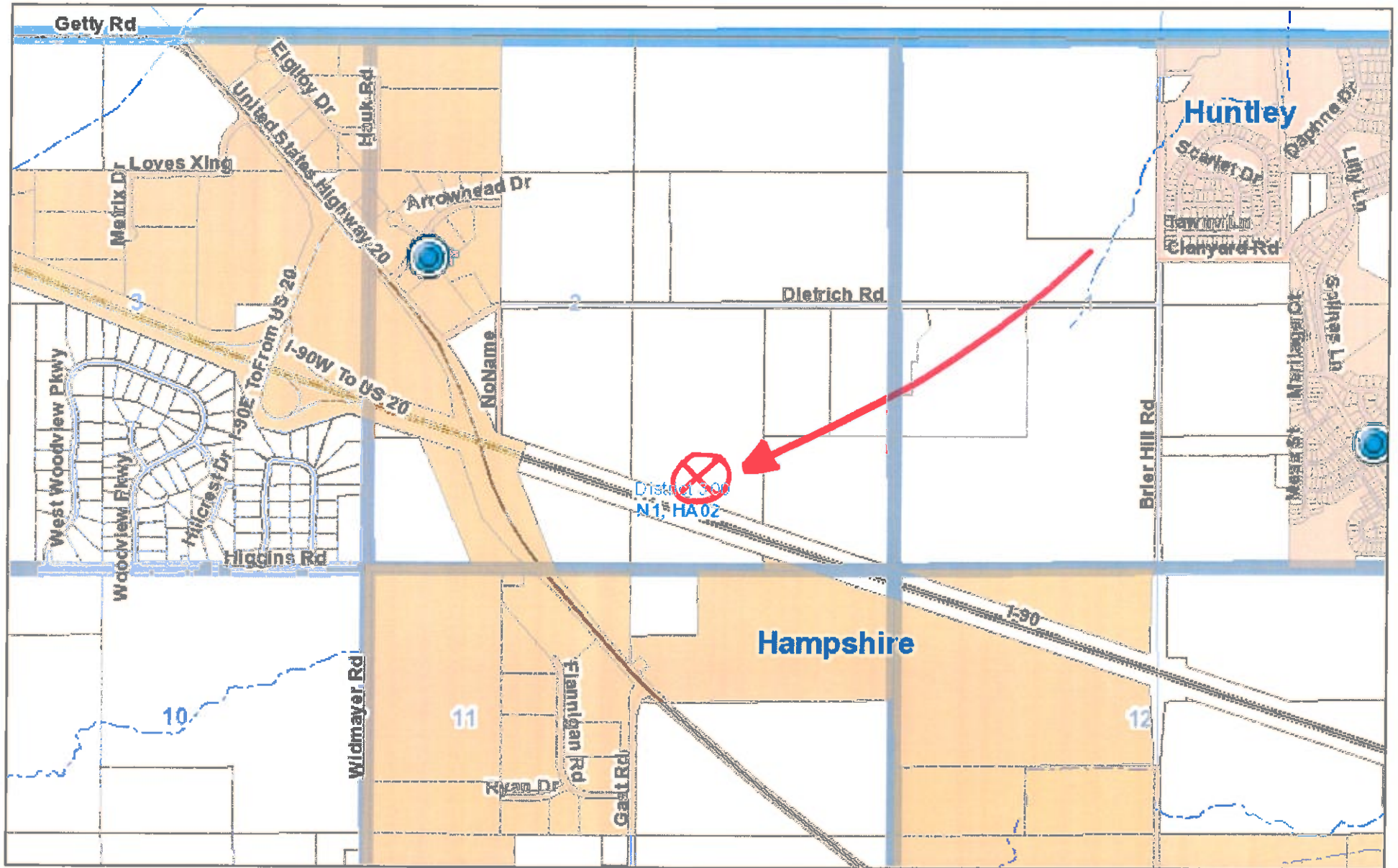
- 2) That the zoning maps of Kane County, Illinois be amended accordingly.
- 3) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on March 12, 2019

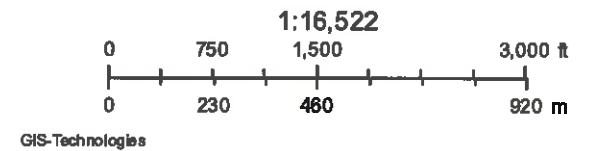
John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

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

Map Title



February 7, 2019



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COUNTY OF KANE

**DEVELOPMENT & COMMUNITY
SERVICES DEPARTMENT**

Mark D. VanKerkhoff, AIA, Director



County Government Center

719 Batavia Avenue

Geneva, IL 60134

Phone: (630) 232-3480

Fax: (630) 232-3411

December 27, 2018

This letter is to notify you that IntraSoccer, LLC has requested a minor adjustment to its PUD-Planned United Development zoning to allow for a futsal court (a roughly 50' by 94' soccer court) at its property located at 37W950 Mason Road.

This petition was presented to the Kane County Development Committee on June 19th, 2018 and was tabled at the request of the petitioner. The original request, dated April 23, 2018, is enclosed, as is the modified request dated November 9th.

This adjustment will be considered by the Kane County Development Committee at its meeting to be held on Tuesday, January 15th, 2019 at 10:00am. The meeting will be held at the Kane County Government Center, 719 S. Batavia Avenue, Building A, Second Floor County Board Meeting Room. If you have any further questions, feel free to contact Tony Farruggia, Kane County Zoning Planner, at 630-232-3494 or FarruggiaTony@Co.Kane.IL.US.

Thank you.

Tony Farruggia, AICP Candidate
Zoning Planner
FarruggiaTony@Co.Kane.IL.US
630.232.3494

County of Kane, Illinois
Development & Community Services Department

BAZOSFREEMAN

Bazos, Freeman, Kramer, Schuster & Braithwaite, LLC

April 23, 2018

VIA EMAIL ONLY

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

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

Dear Mr. VanKerkhoff:

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

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

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

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

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

www.bazosfreeman.com

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

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

Christopher S. Nudo,
of counsel

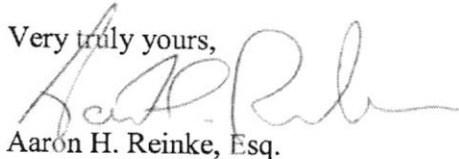
Writer's Contact:
Areinke@bazosfreeman.com
847-742-8800 x 2024

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

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

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

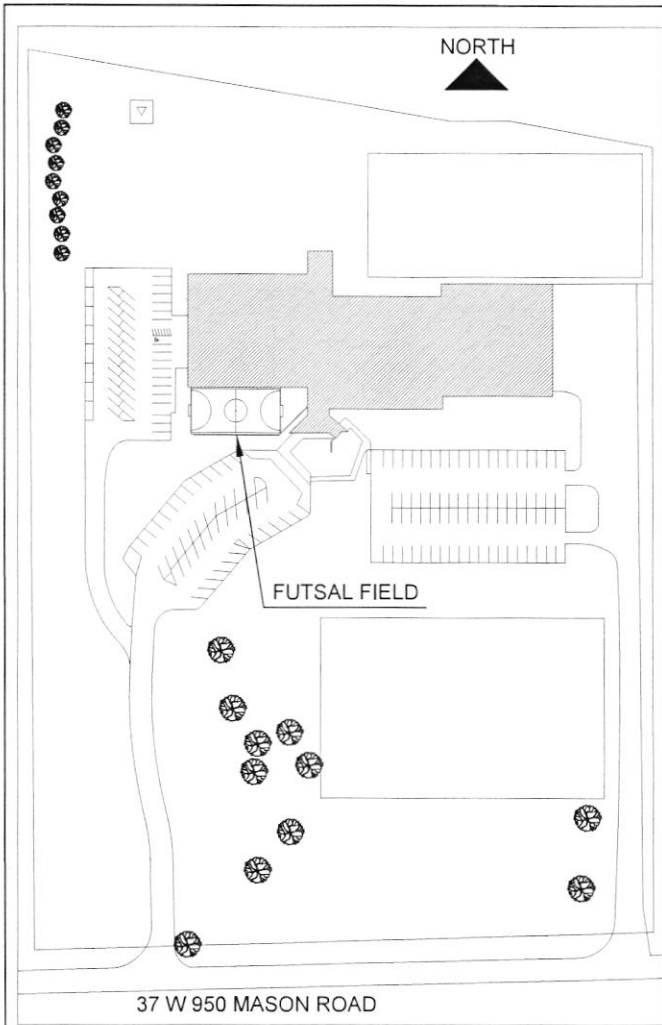
Very truly yours,



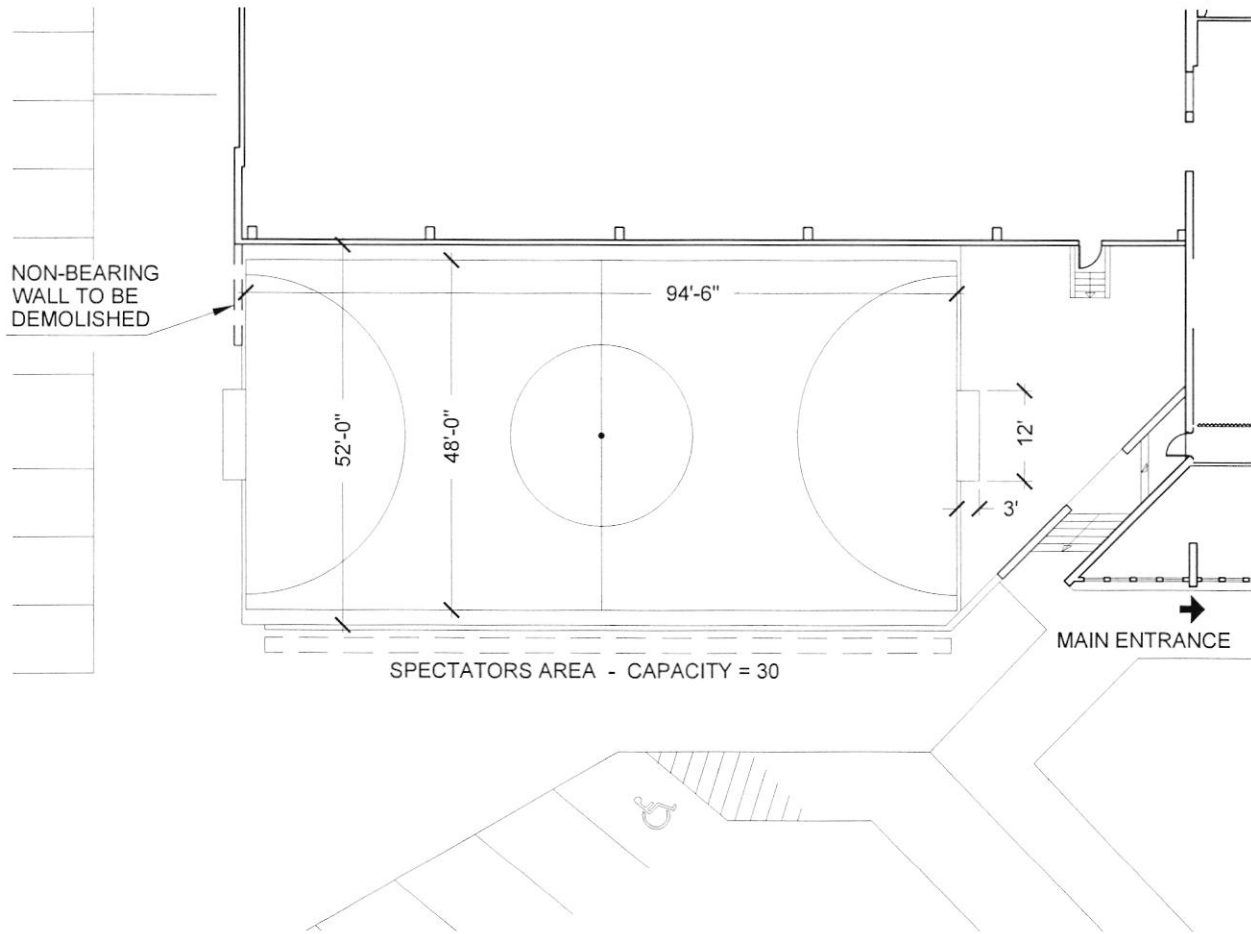
Aaron H. Reinke, Esq.

Encl.

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



SITE PLAN
SCALE: 1/128" = 1FT



FLOOR PLAN
SCALE: 1/16" = 1FT

BAZOSFREEMAN

Bazos, Freeman, Kramer, Schuster & Braithwaite, LLC

July 6, 2018

VIA EMAIL ONLY

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

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

Dear Mr. VanKerkhoff:

As you know, I represent Intra Soccer, LLC (“Intra”) relative to its request for a minor adjustment to the PUD applicable to 37W950 Mason Road, Elgin (“Subject Property”).

The Subject Property was originally developed as a sports complex in the 1960’s and hosted various sports during its over fifty (50) year history, including a former disco/nightclub that ran for several years on the west building of the property. The adjacent residential subdivision, Gilberts Glen, was developed in or about 1980. From approximately 1973 until 1996, the Subject Property was used for the operation of a tennis club, with both inside courts and outside courts on what is now the eastern parking lot. Since 1996, the Subject Property was used predominantly for soccer and associated uses. In 2013, Intra secured a PUD from Kane County approving a number of uses including, but not limited to, outdoor sports activities, outdoor instruction in sports activities, outdoor events, indoor sports, and indoor parties. Intra greatly appreciates the 2013 PUD and has used it to improve both the condition and business operations of the Subject Property to better serve the community. Currently, Intra serves hundreds of children ages two (2) through eighteen (18), as well as adults and seniors, including a softball league for a nearby retirement community.

As originally outlined in my correspondence of April 23, 2018, Intra requests the PUD site plan be amended to change the use of a certain limited area of the Subject Property (“Futsal Court”) from “*eating and drinking or daycare*” to permit outdoor sports. Given that outdoor sports is already an approved use for the Subject Property, Intra is only seeking a minor site plan amendment.

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

www.bazosfreeman.com

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

Christopher S. Nudo,
of counsel

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



The Futsal Court will be located on an existing concrete pad approximately fifty feet (50') wide by ninety-four feet (94') long, immediately adjacent to Intra's main building. The Futsal Court will be illuminated by existing light fixtures that have been mounted on the south side of the (main) building for many years. These existing fixtures face downward and are partially screened on the west side by a fifteen (15) foot wing wall. On the south side of the court, Intra plans to install one or two additional lighting fixtures on an *existing* fifteen (15) foot standard light pole, using LED lights with visor glare shields to avoid light bothering the neighbors. LED lighting is directional as opposed to conventional lightbulbs, so there will be minimal light spillage and glare. Furthermore, artificial light will only be used during the summer months *and* during game play when daylight is insufficient. Intra is confident that the limited additional lighting will not bother adjacent property owners.

The Futsal Court is screened from the neighboring residential area by an existing berm approximately four to six (4-6) feet high and eight to twelve feet (8-12) wide. This berm has existed for many years and is covered with a very dense, tall foliage consisting of mature trees and lower vegetation. The proposed court itself can accommodate only ten (10) players together with a limited number of spectators due to the existing building walls on the court's north and east sides; a fifteen (15') foot wide wing wall on the court's west side; and a three (3) foot high retaining wall on the south side. Intra is confident that the significant screening together with limited hours of game play with a restricted number of players and spectators will not disturb the neighbors.

Considering the objections of some adjacent property owners and the Village of Gilberts, Intra proposes a two (2) year sunset provision to the minor PUD amendment whereby Intra could operate the Futsal Court for two (2) full seasons and then either discontinue the Futsal Court use, or fully enclose the Futsal Court with a building on the existing footprint. In the event that the Futsal Court use expires, the area could be used in accordance with the original PUD site plan (i.e. "eating and drinking or daycare").

We are aware that the County received four (4) objections from adjacent property owners and the Village of Gilberts concerning the proposed zoning relief and general use of the Subject Property. While much of the concerns do not relate to the proposed Futsal Court, Intra would still like to address the objections.

As a preliminary matter, Intra reached-out to these owners via email offering to meet with them to discuss their specific concerns and possible solutions, but the owners expressed little or no interest in such a dialog. Please see the attached email correspondence. As of the date of this correspondence, Intra is in the process of reaching-out to the Village of Gilberts.

Relative to the stormwater violation, please be advised that Intra is working diligently with Kane County to correct issues in two (2) separate watersheds. *Please note the stormwater issues do not involve the proposed Futsal Court.* The issue in the southern watershed has been corrected. The issue in the north watershed will require the cooperation of the Village of Gilberts and neighbors to resolve. A historical field tile system that drained the northern part of the Subject Property was severed many years ago when the residential subdivision located to the west was platted and built

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in the late 1970's and early 1980's. Intra has reached-out to neighboring property owners to discuss drainage issues and solutions, and has met with them in the past. Among other things, Intra plans a new drain tile run to bypass the severed run thereby improving drainage for the Subject Property and some of the residential properties in the Gilberts Glen subdivision. Intra is in the process of designing and implementing a feasible solution whereby all parties will see improved drainage. This week, Intra submitted engineering design plans to the County for a stormwater detention facility located on the Subject Property, and we expect approval relatively soon. Please note that approval of the requested minor amendment will not effect this stormwater issue.

We are in receipt of a list of incidents from the Kane County Sheriff dating back to January, 2014. We understand some have suggested the number of calls could be interpreted to mean something significant. While Intra takes calls to law enforcement very seriously, Intra respectfully submits the number of calls decreased significantly once Intra took over management of the Subject Property. It has also been suggested that these calls are initiated by alcohol consumption. Please note that the previous management did not have a liquor license, but the facility generated more calls under previous management than it does now with a liquor license. Moreover, the number and type of calls are not unusual given the number of people at the Subject Property, and its proximity to a residential neighborhood, wherein residents are at liberty to call 911 at their discretion. Any similarly situated sports or entertainment facility would encounter the same or additional volume and type of calls to law enforcement. One possible *subjective perception* could be that Intra is a problem; however, the *objective facts* demonstrate that Intra has *never been cited* for disturbing the peace or otherwise making too much noise. The fact that the current management took over a tired and poorly run facility with a bad reputation, and converted to what it is now, should not be overlooked

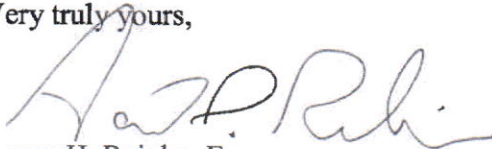
Intra understands some neighbors perceive the Futsal Court and Intra's business operations are a nuisance. Clearly, these neighbors would undoubtedly prefer to live next to a forest preserve or unimproved and unused field. However, Intra has the legal right to engage in its business operations. The Subject Property was used for the same or similar purposes before the construction of the Gilberts Glen subdivision. While Intra respectfully disagrees that it is a nuisance, it has always been open to working with all members of the community. To facilitate greater communication, Intra will offer a community hotline so residents can contact Intra with concerns. During events at Intra, the hotline could be staffed by an off-duty Kane County Deputy Sheriff or other person, who will serve as neutral third party to direct Intra to turn the music down, if necessary.

Intra suggests the proposed minor adjustment to the PUD is appropriate, will not disturb adjacent property owners, and will not otherwise harm the public health, safety and welfare. Intra is not proposing to expand its use or facility, but rather merely change the currently approved use of "eating and drinking or daycare" to a more limited and productive use. This proposed use will involve fewer people, generate less noise, and be less intensive than the use already approved for the site.

Intra hopes the Development Committee will consider this additional information and grant the minor adjustment. The proposed Futsal Court is vital to the continued operation of Intra Soccer, and will allow Intra to continue to improve the facility.

If we can provide further information, please feel free to contact me.

Very truly yours,



Aaron H. Reinke, Esq.

Encl.

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

BAZOSFREEMAN

Bazos, Freeman, Kramer, Schuster & Pope, LLC

November 9, 2018

VIA EMAIL ONLY

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

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

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

Christopher S. Nudo,
of counsel

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

Dear Mr. VanKerkhoff:

As you know, I represent Intra Soccer, LLC ("Intra") relative to its request for a minor adjustment to the PUD applicable to 37W950 Mason Road, Elgin ("Subject Property"). The purpose of this correspondence is to update Intra's application.

Intra has modified its plan to resolve the stormwater issue. Rather than constructing an onsite-detention facility and repair off-site drain tiles, Intra will remove impervious surface located at the northeastern part of the Subject Property. This plan has been discussed and approved by the Kane County Division of Environmental and Water Resources, and we anticipate the issuance of a permit shortly. Upon completion of the work, the stormwater issue will be entirely resolved.

As you will recall, Intra requested the PUD site plan be amended to change the use of a certain limited area of the Subject Property ("Futsal Court") from "*eating and drinking or daycare*" to permit outdoor sports. Intra maintains this request, but due to the removal of the impervious surface noted above, Intra requests that other sports may be played on the Futsal Court, such as Intra's popular "Little Kickers" soccer program. Further, Intra may enclose the Futsal Court with a building at some point in the future.

Intra also proposed to relocate the "*eating and drinking or daycare*" area to the southeast of the principal building, between the parking lot and said building. The proposed location is depicted as a checked box in the attached plan.

Intra hopes the Development Committee will grant the minor adjustment as set forth herein. If we can provide further information, please feel free to contact me.

Very truly yours,


Aaron H. Reinke, Esq.

Encl.

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

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PROJECT REMOVAL OF NON LOAD BEARING WALL ON 1ST FLOOR @ PROPERTY 37 W950 MASON RD ELGIN, IL 60124

NOTICE TO CONTRACTOR

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE ELGIN CITY ENGINEER AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.

2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND STRUCTURES ON THE SITE AND ADJACENT PROPERTIES.

4. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRIVEWAY AND SIDEWALKS.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS FROM THE SITE.

6. THE CONTRACTOR SHALL MAINTAIN THE EXISTING CURBS AND GUTTERS.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ALL DAMAGE TO THE EXISTING DRIVEWAY AND SIDEWALKS.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.

9. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRIVEWAY AND SIDEWALKS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS FROM THE SITE.

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12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ALL DAMAGE TO THE EXISTING DRIVEWAY AND SIDEWALKS.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.

14. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRIVEWAY AND SIDEWALKS.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS FROM THE SITE.

16. THE CONTRACTOR SHALL MAINTAIN THE EXISTING CURBS AND GUTTERS.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ALL DAMAGE TO THE EXISTING DRIVEWAY AND SIDEWALKS.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.

19. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRIVEWAY AND SIDEWALKS.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS FROM THE SITE.

NOTICE TO ARCHITECT

1. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE ELGIN CITY ENGINEER AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND STATE HIGHWAYS (IDOT) PRIOR TO THE START OF CONSTRUCTION.

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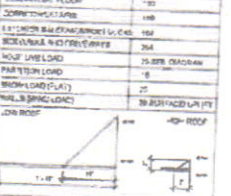
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20. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS FROM THE SITE.

LINFORM LOAD TABLE

AREA (ROOM & FINISH)	DEAD LOAD (P.S.F.)	LIVE LOAD (P.S.F.)
DRIVE IN GARAGE	20	20
CONCRETE FLOOR	15	40
CONCRETE SLAB	150	40
8" CONC. SLAB ON GRADE	150	40
ROOF	20	20
ROOF (SLOPED)	20	20
ROOF (FLAT)	20	20
ROOF (SLOPED)	20	20
ROOF (FLAT)	20	20



FLOOR CHANGES

FLOOR	FINISH	THICKNESS	WEIGHT
1st Floor	CONCRETE	8"	150 P.S.F.
2nd Floor	CONCRETE	8"	150 P.S.F.
3rd Floor	CONCRETE	8"	150 P.S.F.

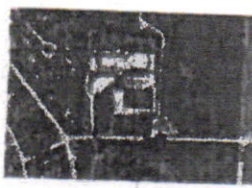
ZONING ORDINANCE INFORMATION

PARAMETER	VALUE
MIN. AREA	17,424 SQ. FT.
MIN. FRONT SETBACK	10 FT.
MIN. SIDE SETBACK	5 FT.
MIN. REAR SETBACK	5 FT.
MIN. HEIGHT	10 FT.
MIN. LOT AREA	17,424 SQ. FT.
MIN. FRONT YARD SETBACK	10 FT.
MIN. SIDE YARD SETBACK	5 FT.
MIN. REAR YARD SETBACK	5 FT.

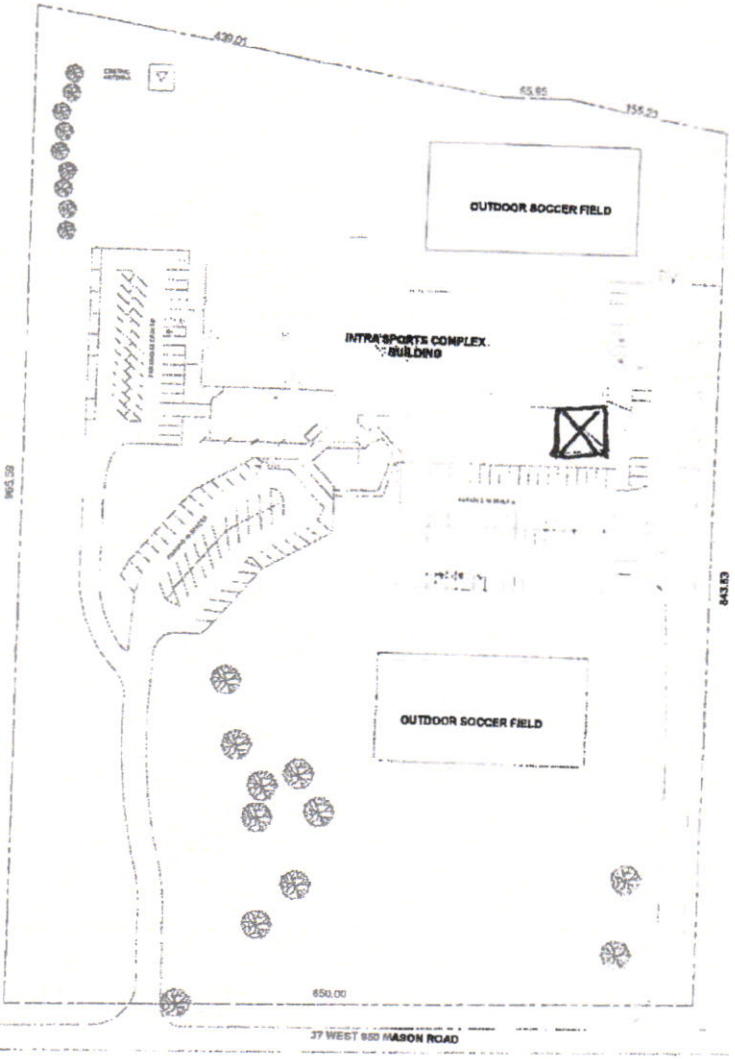
SURVEY INFORMATION

DATE SURVEYED: 08/15/2014

BY: [Name]



LOCATION MAP



SITE PLAN

SENS ARCHITECTS
 250 N. LAUREL STREET, SUITE 200
 ELGIN, ILLINOIS 60120
 PHONE: 815.708.4444
 FAX: 815.708.4444
 WWW.SENSARCHIT.COM



DATE: 08/15/2014
 TIME: 10:00 AM
 PROJECT: 14-0001-001
 SHEET: 11 OF 11

REVISIONS

NO.	DESCRIPTION	DATE

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT INFORMATION

PROJECT: 14-0001-001
 SHEET: 11 OF 11
 DATE: 08/15/2014
 TIME: 10:00 AM
 PROJECT: 14-0001-001
 SHEET: 11 OF 11

Kane County Development & Community Services Department

Planning & Special Projects Division Monthly Report – February 2019

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

Growing for Kane Program

- On January 15th Janice Hill and Matt Tansley met with a local business operator to discuss land access for a new food and agriculture operation. Staff discussed opportunities the county might offer to lower the cost of obtaining farmland that would support new business activities.

Google Insider Tips for Boosting Leads Event

- On January 24th, Chris Toth hosted Nathan Misirian for a second Google Inside Event designed to help small businesses and nonprofits improve their websites to generate more leads from online searches. This free event sold out and third event to help businesses utilize Google Services is planned for March.

Farm to School Program

- On January 14th Matt Tansley met the Juvenile Justice Center staff and teachers to discuss the integration of the tower gardens with a proposed curriculum program and next steps in recruiting a Farm to School Program Coordinator.
- Mark VanKerkhoff, Janice Hill, and Matt Tansley joined the Juvenile Justice Center team on January 25th to meet the Farm to School Program Coordinator candidate. The group discussed expectations for the position and the various roles of partner organizations that Program Coordinator would be working with.

Chronic Disease Action Team

- On January 7th Matt Tansley attended the Kane County Chronic Disease Action Team's quarterly meeting. The group reviewed and made revisions to the county's Implementation Plan for addressing chronic disease through nutrition. Matt shared information for building a list of Community Supported Agriculture Programs in the county.

Crain's Small Business Fair

- On February 1st, Chris Toth participated in planning the third annual Crain's Small Business Fair in Aurora. The goal of this event is to highlight and educate small business during Crain's Small Business Week in May.

Food Hub Business Planning Working Group

- Janice Hill and Matt Tansley joined conference calls on January 31st and February 4th with Dream Hub and New Venture Advisors to discuss ongoing and future sourcing activities to be considered in developing a food hub business plan. Dream Hub provided clarification on focus areas for 2019 and 2020.

Food Security Council

- Matt Tansley participated in a meeting of the Food Security Council, hosted by Loaves and Fishes on January 28th. Seven Generations Ahead staff outlined plans for a “Farm to Cafeteria Bootcamp.” It would be possible for interested Kane County growers to attend and learn about sourcing opportunities.

COUNTY OF KANE

DIVISION OF ENVIRONMENTAL & WATER RESOURCES

Jodie L. Wollnik, P.E., CFM
Director



County Government Center

719 S. Batavia Avenue
Geneva, IL 60134

e-mail: WollnikJodie@co.kane.il.us

Phone: (630) 232-3497
FAX: (630) 208-3837

MEMORANDUM

To: Kane County Land/Cash Subcommittee & Kane County Development Committee

From: Jodie L. Wollnik, Plat Officer

CC: File

Date: February 19, 2019

Re: Subdivision Ordinance Land/Cash Annual Review Fiscal Year 2018

According to the Kane County Subdivision Ordinance Section 19-241. Annual Review, the Regional Superintendent of Schools and the staff of the Department are to review the provisions of Article V. "Dedication of School/Park Sites or Payment of Fees in Lieu Thereof" on an annual basis.

The Regional Superintendent of Schools has reviewed the attached land/cash spreadsheet and has indicated that everything is in order. Attached for your review is the land/cash spreadsheet for fiscal year 2018.

Action Requested:

Place 2018 Annual Report on file.

SUMMARY OF END OF YEAR BALANCE

LAND/CASH FEES FISCAL YEAR 2018

SUMMARY BY SCHOOL DISTRICTS:

BARRINGTON DISTRICT #220	\$0.00
BATAVIA DISTRICT #101	\$6,350.00
BURLINGTON CENT. DISTRICT #301	\$3,175.00
DUNDEE DISTRICT #300	\$0.00
EAST AURORA DISTRICT #131	\$0.00
ELGIN DISTRICT #U46	\$0.00
GENEVA DISTRICT #304	\$0.00
HINCKLEY/BIG ROCK DISTRICT #429	\$0.00
HUNTLEY DISTRICT #158	\$0.00
KANELAND DISTRICT #302	\$3,175.00
OSWEGO DISTRICT #308	\$0.00
ST. CHARLES DISTRICT #303	\$12,700.00
SYCAMORE DISTRICT #427	\$0.00
WEST AURORA DISTRICT #129	\$0.00
YORKVILLE DISTRICT #115	<u>\$0.00</u>
TOTAL	\$25,400.00

SUMMARY BY TOWNSHIPS WITH PARK DISTRICTS:

AURORA	\$0.00
BIG ROCK	\$0.00
BATAVIA	\$5,810.00
BURLINGTON	\$0.00
DUNDEE	\$0.00
GENEVA	\$0.00
HAMPSHIRE	\$0.00
HUNTLEY (PORTION W/IN RUTLAND)	\$0.00
ST. CHARLES	\$11,620.00
SUGAR GROVE	<u>\$2,905.00</u>
TOTAL	\$20,335.00

SUMMARY BY TOWNSHIPS WITHOUT PARK DISTRICTS:

BLACKBERRY	\$5,810.00
CAMPTON	\$2,905.00
ELGIN	\$0.00
KANEVILLE	\$0.00
PLATO	\$0.00
RUTLAND	\$0.00
VIRGIL	<u>\$0.00</u>
TOTAL	\$8,715.00

SCHOOL DISTRICT PAYOUT	\$12,700.00
PARK DISTRICT/KCFP PAYOUT	\$0.00
SCHOOL DISTRICT CURRENT NET BALANCE:	\$12,700.00
PARK DISTRICT CURRENT NET BALANCE:	<u>\$29,050.00</u>
TOTAL CURRENT LAND CASH BALANCE:	\$41,750.00

Mill Creek – 17 Row Homes - Land/Cash

**Air-Photo
At South
Mill Creek
Drive**



Mill Creek – 17 Row Homes - Land/Cash

Recommendation

School Contribution: \$38,052.00
For Geneva School District #304

Park Contribution: \$42,080.00
For Geneva Park District

COUNTY OF KANE

KANE COUNTY DIVISION OF ENVIRONMENTAL & WATER RESOURCES



**Jodie L. Wollnik, P.E., CFM
Director**

County Government Center
719 Batavia Avenue
Geneva, IL 60134
Phone: (630) 232-3497
Fax: (630) 208-3837
e-mail: WollnikJodie@co.kane.il.us
website: <http://www.co.kane.il.us>

MILL CREEK SWIM CLUB
Addition of 17 Row Homes
Near the swim club

PARK CONTRIBUTION

Plans call for 3 Bedroom single family which has a population equivalent of 2.801
Plans call for 4 Bedroom single family which has a population equivalent of 3.631

Required contribution is 10 acres of land for every 1000 population (or cash in lieu of land, based on current value of \$80,000 per acre)

Builder anticipates 11 units to be 3 Bedroom and 6 units to be 4 Bedroom.

Population Equivalent		Number of Row Homes		Population Expected								
2.801	x	11	=	30.81								
3.632	x	6	=	21.79	Per 1000 Pop							
Total				52.60	/	1000	=	0.0526	x	10 Acres	=	0.526 Ac.

Total Land/Cash for Parks = 0.526 Acres at \$80,000/Acre = \$42,080.00

COUNTY OF KANE

KANE COUNTY DIVISION OF ENVIRONMENTAL & WATER RESOURCES



**Jodie L. Wollnik, P.E., CFM
Director**

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Geneva, IL 60134
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website: <http://www.co.kane.il.us>

MILL CREEK SWIM CLUB
Addition of 17 Row Homes
Near the swim club

SCHOOL CONTRIBUTION

3 Bedroom Row Homes:

Plans call for 11 of the Row Homes to be 3 bedroom. Per Article V of Kane County Subdivision Regulations, the estimated population for single family is as follows:

Elementary 0.346
Middle/Junior 0.138
High School 0.142

Population Constant		Number of Row Homes		Students per Classification		Acres of Land per Classification		Ratio		Current Fair Market Value		Land/Cash Cost for Schools
0.346	x	11	/	600	x	15	=	0.0952	x	\$80,000	=	\$7,612.00
0.138	x	11	/	900	x	35	=	0.0590	x	\$80,000	=	\$4,722.67
0.142	x	11	/	1500	x	80	=	0.0833	x	\$80,000	=	\$6,664.53
Sub-Total for 3 Bedrooms											\$18,999.20	

4 Bedroom Row Homes:

Plans call for 6 of the Row Homes to be 4 bedroom. Per Article V of Kane County Subdivision Regulations, the estimated population for single family is as follows:

Elementary 0.470
Middle/Junior 0.303
High School 0.303

Population Constant		Number of Row Homes		Students per Classification		Acres of Land per Classification		Ratio		Current Fair Market Value		Land/Cash Cost for Schools
0.470	x	6	/	600	x	15	=	0.0705	x	\$80,000	=	\$5,640.00
0.303	x	6	/	900	x	35	=	0.0707	x	\$80,000	=	\$5,656.00
0.303	x	6	/	1500	x	80	=	0.0970	x	\$80,000	=	\$7,756.80
Sub-Total for 4 Bedrooms											\$19,052.80	

Total Land/Cash for Schools = \$38,052.00

COUNTY OF KANE

KANE COUNTY DIVISION OF
ENVIRONMENTAL & WATER
RESOURCES



County Government Center
719 Batavia Avenue
Geneva, IL 60134
Phone: (630) 232-3497
Fax: (630) 208-3837
website: <http://www.co.kane.il.us>

Jodie L. Wollnik
Director

STAFF RECOMMENDATION

TO: Development Committee
Kane County Board

FROM: Jodie L. Wollnik, P.E.
Water Resources Division

DATE: February 7, 2019

RE: Cost-Share Drainage
Improvement Projects FY-2019

The following report is being submitted in accordance with the Policy and Guidelines for the Allocation and Disbursement of Assistance Funds for Stormwater And Subsurface Drainage Improvements discussed by the Development Committee on December 21, 1993:

1. Project Number: 2019-001

2. Project Location:

- Arbor Creek – Campton Pines – Fox Mill
- Campton Township – Section 25
- North of Campton Hills Road East of La Fox Road

3. Description of Improvements:

- 2300 feet of 12” storm sewer installation from Campton Pines to Mill Creek.

<u>Cost:</u>	<u>Total Project</u>	<u>Percent Share</u>
Total Cost:	\$94,925.00	100%
• Fox Mill Homeowner’s Association	\$69,925.00	74%
• Kane County Cost-Share FY2019 Funds	\$15,000.00	16%
• Kane County Cost-Share Escrow Funds for Wasco SD	\$10,000.00	10%

5. Start Date:

- Immediately

6. Type of Problem(s):

The drain tile downstream of the Campton Pines and Arbor Creek Cost-Share projects is in failure causing high water table issues upstream and preventing the proper functioning of the previously constructed Campton Pines project. The project will be a permanent reliable solution to resolve a long standing cost-share drainage project.

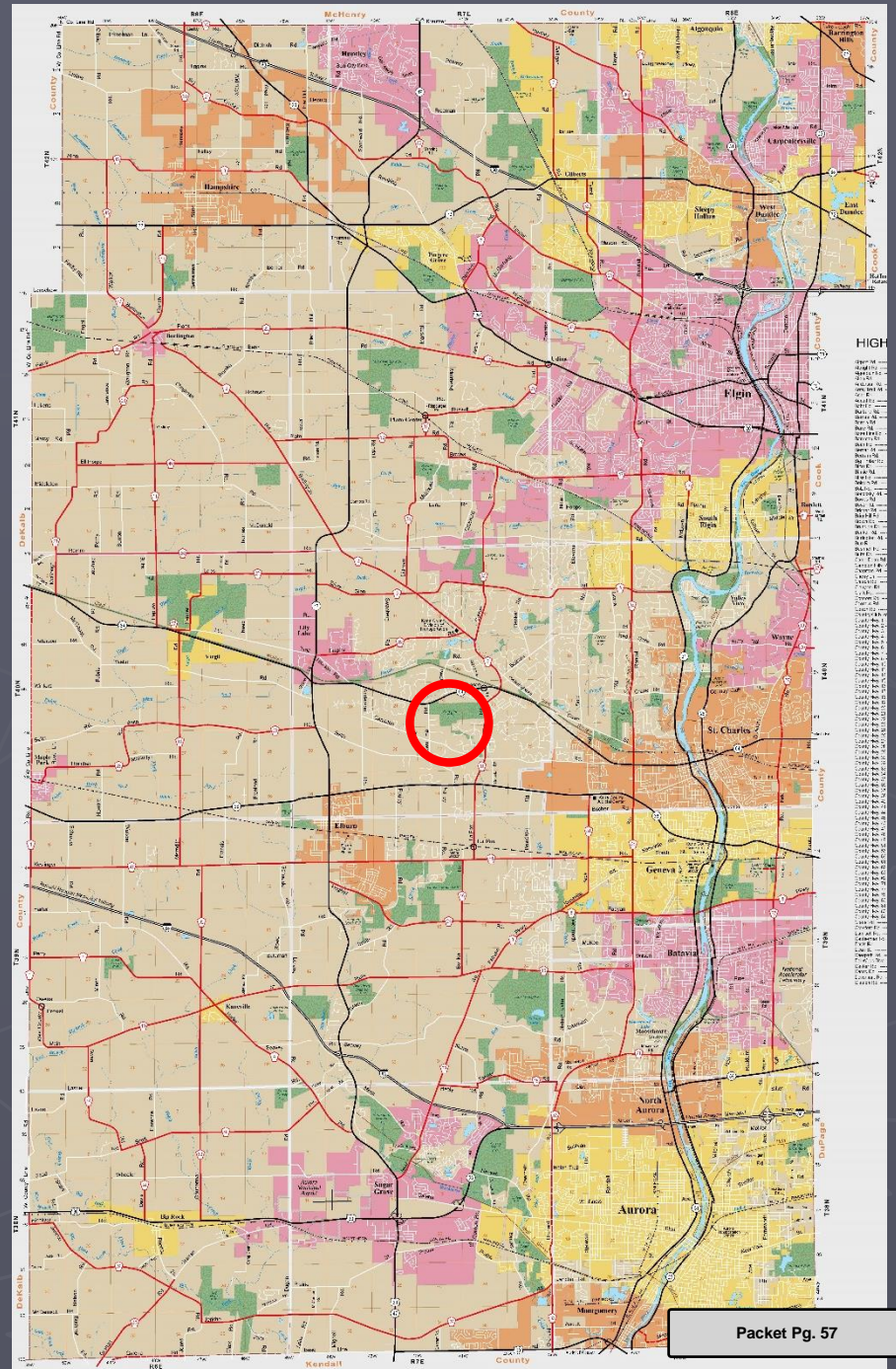
Kane County Water Resources



Cost-Share Project

Presented to
Development Committee
February 19, 2019

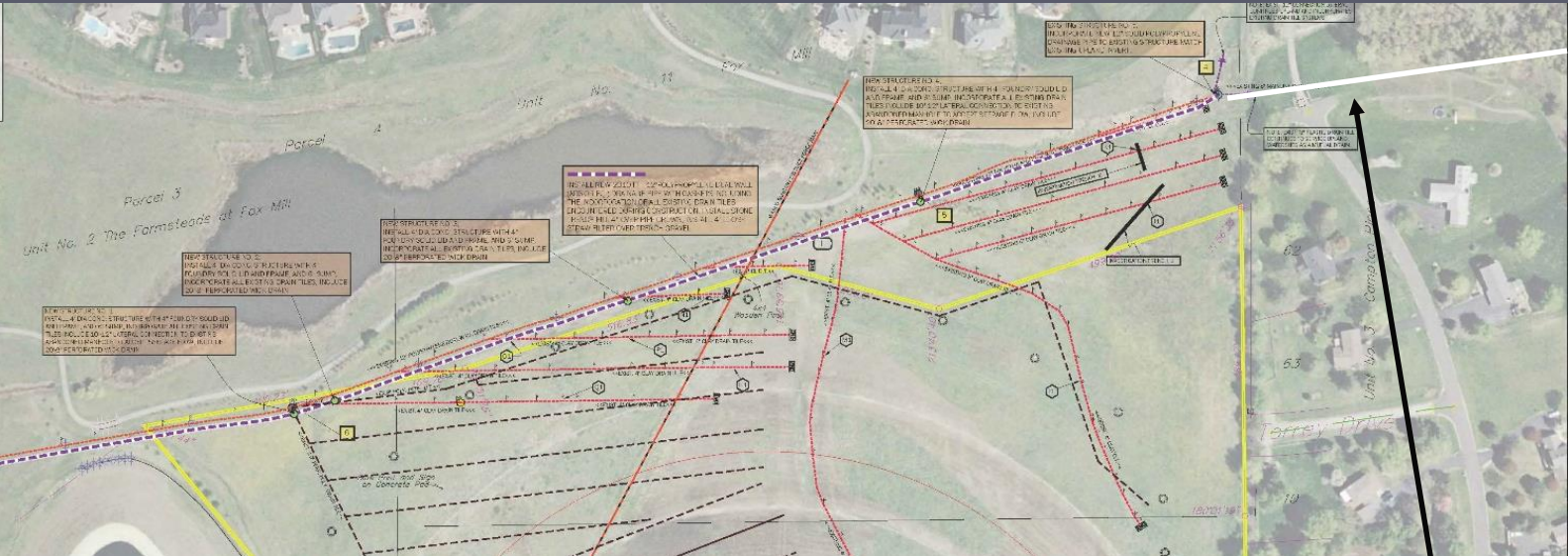
Campton Tile Replacement- Campton Township, Section 25



- ▶ High Groundwater Table
- ▶ Impacts to Cost-Share projects

Campton Tile Replacement

CEMENT PROJECT NO 100A
 ALL CONCRETE WITH BOTTLE-TYPE ANCHORS AND
 REINFORCING SHALL BE CAST WITH WATER-
 REDUCING ADMIXTURE TO PREVENT CRACKING
 DURING AND AFTER CURE. THICKNESS SHALL BE
 4.0 TO 5.0 IN.
 ALL JOINT OR STRUCTURES INCLUDING EXISTING PIPE
 SHALL BE REINFORCED.
 ALL SHALL BE LEVELLED AND BLENDED TO EXISTING GRADES. ALL
 SPOOLS AND SPREADS SHALL BE FULL
 CONCRETE SHALL BE 4000 PSI.



Campton Pines
 Cost-Share Project

Campton Tile Replacement Project

▶ Total Construction Cost:	\$94,925.00	
▪ Fox Mill HOA	\$69,925	(74%)
▪ KC Cost-Share FY-2019 Funds	\$15,000	(16%)
▪ KC Cost-Share Escrow Funds – Wasco SD	\$10,000	(10%)

*Arbor Creek and Campton Pines rely on this tile for groundwater control.

- Recommend approval of the Campton Tile Replacement Project



Federal Funding Awarded to Kane County Agencies to Address Homelessness

The U.S. Department of Housing and Urban Development has awarded **\$1,821,498** to four non-profit agencies and the county to address the needs of the homeless population and coordinate services. The awards, which were facilitated by the Continuum of Care for Kane County and represent a 3.1% increase over the previous year, are as follows:

Ecker Center for Mental Health (Elgin) has been awarded a total of **\$645,858** to support three housing programs. Each will provide rental housing and supportive services for homeless individuals with mental illness.

Hesed House (Aurora) received a total award of **\$656,052** for three programs (including one new program), which provide permanent supportive housing and case management services for chronically homeless individuals.

Lazarus House (St. Charles) has been awarded a total of **\$257,953** for two programs to provide rental housing and case management services for chronically homeless individuals and transitional housing services to homeless individuals and families to achieve self-sufficiency within 24 months.

Midwest Shelter for Homeless Veterans received an award of **\$98,138** for its “*Enduring Hope*” initiative. The agency will provide rental housing and case management services for area veterans facing homelessness.

Together, the above awards will assist approximately 133 individuals that are experiencing homelessness. Some are expected to be “chronically homeless” and will require long-term assistance; others are individuals or families that will receive short-term assistance and are expected to obtain housing on their own with supportive services from the agencies.

Finally, the **Kane County Office of Community Reinvestment** was awarded two grants totaling **\$163,497** to provide administrative and planning assistance to the Continuum, and to support the Homeless Management Information System (“HMIS”). The HMIS is a web-based portal that allows participating agencies to better-track and report client needs and services.

About the Continuum of Care

The Continuum of Care for Kane County was established in 1999 and includes Kane County's Community Development Program Area and the Cities of Aurora and Elgin. The Continuum consists of organizations and agencies that assist individuals and families that are at-risk of being homeless or are in various stages of homelessness. These social service agencies provide:

- Outreach, Assessment and Intake;
- Emergency Shelter;
- Supportive Services;
- Rental Housing; and
- Permanent Supportive Housing

Additionally, individual agencies assist their clients in obtaining mainstream benefits, job training, financial management skills, and housing, and at the same time addressing each individual's specific needs.

The Continuum is responsible for fostering coordination among the social service agencies throughout Kane County to ensure that gaps and overlaps in services are addressed. The Continuum has participated in HUD's annual funding process since 1999. To date, the Continuum has facilitated the awarding of more than \$25 million to local agencies. This funding has provided critical support for various social services and helped to increase the availability of affordable housing for families and individuals that are either homeless or at-risk of being homeless.

For more information, contact Nisreen Wakileh, Continuum of Care Program Coordinator, at 630-232-3428.



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving a Contract for Settlers Hill Cross Country Course with Curran Contracting Company, Crystal Lake, IL.

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

Contact: Jodie Wollnik, 630.232.3499

Budget Information:

Was this item budgeted? Yes	Appropriation Amount:\$4,000,000
If not budgeted, explain funding source:	

Summary:

On February 13, 2018, the Kane County Board approved Resolution 18-27 which authorized construction of the Settlers Hill Cross Country course by Curran Contracting Company. Due to low soil import in 2018, a bid was released in December 2018 with options to haul in the material or excavate the material from an on-site borrow pit. Curran Contracting Company was the low bidder. Curran is required to prioritize import material and stockpiled material over excavation from the borrow pit. Due to budgetary constraints, the Reserved Rights clause of the contract is being used to award a contract for a maximum of 30,000 CY of material from the borrow pit at \$8.60 per CY.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING A CONTRACT FOR SETTLERS HILL CROSS COUNTRY COURSE WITH CURRAN CONTRACTING COMPANY, CRYSTAL LAKE, IL.

WHEREAS, the County of Kane (the "County") along with the Forest Preserve District of Kane County (the "District"), have a significant real estate holding bounded by Fabyan Parkway to the South, Kirk Road to the East, the Union Pacific Railroad to the North and Illinois State Route 25 to the West (the "Fabyan Property Complex"); and

WHEREAS, with the closure of the Settlers Hill Landfill and demo of the former Kane County Jail, the District and County have worked together to develop and adopt a Master Plan for the Fabyan Property Complex which defines the potential development, the opportunities which the District and County will pursue for this property ; and

WHEREAS, over three (3) years ago the County retained Weaver Consultants Group, Inc. (Weaver) to complete Phase I Engineering and Phase II Engineering Permitting Drawings for the cross country course and hiking trail design, this work was completed and approved by the Illinois Environmental Protection Agency on November 22, 2016, in addition Weaver prepared Phase III Engineering - Construction Documents; and

WHEREAS, on February 13, 2018 the Kane County Board approved a contract with Curran Contracting Company, Crystal Lake, Illinois for the construction of the Settlers Hill Cross Country Course based on their receipt of 200,000 CY of material by May 2019; and

WHEREAS, soil import to the site fell 100,000 CY below expectations at the end of 2018, and in December 2018, a bid was issued with an on-site borrow pit option as a means to make up for the material shortfall; and

WHEREAS, Curran Contracting Company was the low bidder at \$8.60 per CY and due to budgetary constraints under the Reserved Rights clause, a maximum of 30,000 CY of material will be excavated from the borrow pit. The contract will require Curran to follow this prioritized order: imported material, stockpiled material, borrow pit material.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is hereby authorized to amend the contract with Curran Contracting Company for excavation of borrow pit material at \$8.60 per CY to a maximum of 30,000 CY or Two Hundred Fifty-Eight Thousand dollars and zero cents (\$258,000.00).

Passed by the Kane County Board on March 12, 2019.

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

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

Vote:

19-03 SHCC

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

THERESA DOBERSZTYN, C.P.M. CPPB
Director of Purchasing



719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 232-5929
Fax: (630) 208-5107

INVITATION TO BID

BID NUMBER: 10-019 IMPORT OF CLEAN SOILS TO SETTLERS HILL

DATE: December 27, 2018

The County of Kane is accepting competitive sealed bids from qualified and licensed Contractors for the Import of Clean Soils to Settlers Hill. This is an all-inclusive soil import and a prevailing wage project, located at the Settlers Hill Cross Country Course on Fabyan Parkway in Geneva, Illinois.

GENERAL REQUIREMENTS:

Submit one original bid response, one paper copy and one electronic copy on CD/Flash Drive in PDF format.

- Signed Offer to Contract Form
- Contractor Disclosure Statement
- References
- Certificate of Insurance
- Bid Bond
- Performance Bond (upon award)
- Prevailing Wages Apply

SUBMISSION LOCATION:

County of Kane
Kane County Government Center
Purchasing Department
719 S. Batavia Ave., Bldg. A, Rooms 210, 212 or 214
Geneva, Illinois 60134
8:30 a.m.-4:30 p.m. CST, Monday-Friday

SUBMISSION DATE & TIME:

January 8, 2019 at 3:00 p.m. CST
Bids received after the submittal time will be rejected and returned unopened to the sender.

CONTACT PERSON:

Maria C. Calamia, CPPB
purchasing@co.kane.il.us

ALL QUESTIONS PERTAINING TO THIS BID AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET **NO LATER THAN JANUARY 3, 2019.** FAX AND E-MAIL ACCEPTED. FAX to (630) 208-5107 or E-mail: PURCHASING@CO.KANE.IL.US

ATTACHMENTS:

- Cross Country Course Phasing Plan
- Stockpile and Borrow Pit Map
- Sample Certificate of Insurance
- Sample Disclosure Statement

**INSTRUCTIONS TO BIDDERS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - BID
TERMS AND CONDITIONS**

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened in case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this invitation to Bid, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, The County has one hundred twenty (120) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

Kane County reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently award of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

GSA Schedule 13 (General Services Administration)
State of Illinois Central Management Services (CMS)
U. S. Communities
National IPA
National Joint Purchasing Alliance (NJPA)

7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. The Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

17. **INDEMNIFICATION.** The Seller shall defend, indemnify and hold harmless the County and the Sheriff and their respective officers, elected officials, agents, servants and employees, from and against all injuries, losses, claims, suits, costs and expenses, including without limitation attorney's fees and litigation expenses, which may accrue against the County or Sheriff as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, elected officials, Agents, servants and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder. Counsel provided for representation of the County or their respective officers, employees and agents will be chosen by the Kane County State's Attorney's Office, subject to the approval of the Contractor and/or Servicer's and/or Seller. The County may elect to defend against or to join as co-counsel in any claim or lawsuit in which the County or any agent, employee or officer is involved without waiving the defense, indemnification and hold harmless provision set forth herein.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.

19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.

20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns,

customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

23. PREVAILING WAGE RATES

WHEREAS, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work. Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/> . Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Rooms 210, 212, 214, Geneva, IL 60134. Certified payroll must be submitted with all invoices in order to receive payment from Kane County for prevailing wage work performed.

Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. The Prevailing Wage rate applies to the other participating Counties where the work is to be performed. You must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records.

A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus the amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and recordkeeping duties

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

24. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.
25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
26. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

DEBARMENT AND SUSPENSION. No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the

State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County'

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12 month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

27. CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or – Combined Single Limit	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.
- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.
- e) Umbrella Liability:
Aggregate Limits \$5,000,000

Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

28. CONTRACTOR DISCLOSURE

- . Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
 - (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
 - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
 - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees

hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.

- (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

29. COMMUNICATION DURING THE PROCUREMENT PROCESS

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all request for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquiries will be collected by the Purchasing Department staff who will then submit the inquiries to the Department Head responsible for the procurement. Responses by the Department Head to the inquiries will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

30. ILLINOIS NON-APPROPRIATION CLAUSE:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

31. TERMINATION FOR CAUSE:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

32. LITIGATION:

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

33. HOLIDAY SCHEDULE:

Kane County is closed for business on the following holidays: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Spring Holiday (April 19), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day Following Thanksgiving Day and Christmas Day.

34. COMPLAINT AND DISPUTE RESOLUTIONS:

The vendor and/or his supervision shall meet with County staff as needed to discuss any problems, complaints, needs, service adjustments, and/or mutual areas of concern.

The Vendor shall faithfully perform all work as set forth in these specifications for Kane County. If the Vendor fails to faithfully execute their work in accordance with the contract and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the Vendor and the Facilities Manager or other appointed designate, the dispute may be resolved by the Kane County Director of Purchasing.

35. BID DEPOSIT

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than ten (10%) percent of the amount, of the Default to the Contract which the County has calculated as \$10 per cubic yard, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the KANE COUNTY TREASURER.

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

36. EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total. Default of Contract with the County has been calculated as \$10 per cubic yard or \$1,200,000.00.

37. FAILURE TO FURNISH BOND

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

38. PROPRIETARY INFORMATION

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a proposal or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

STATEMENT OF WORK
For
10-019 Import of Clean Soil to Settlers Hill

I. OVERVIEW:

The County of Kane is accepting competitive sealed bids from qualified and licensed Contractors for Import of Clean Soil to Settlers Hill Cross Country Course, located off Fabyan Parkway in Geneva, IL. This is an all-inclusive and a prevailing wage project.

II. INTENT OF SPECIFICATIONS

It is the intent and purpose of these specifications that all labor, materials, and equipment necessary be provided for completion of all work stipulated by the Contractor. The delivery and service shall be complete in all details, including all minor items and accessories or devices necessary for completion of the Import of Clean Soil to Settlers Hill.

III. INSTRUCTIONS & REQUIREMENTS

The work as described below entails the import of clean soil, material testing requirements, allowable stockpile areas/volumes, trucking and hauling of material to working area at the rate and location designated by Curran Construction, required soil erosion and sediment control devices for stockpile areas and grading and seeding of all stockpile areas after material is removed.

In addition to the terms and conditions, and general requirements contained within this bid document, Vendors shall reference the attached ***Statement of Work and Cross Country Course Plan Sheet (Sections 1-4)*** for additional instruction, scope of service, and project requirement.

A. Specified Bid Items

IMPORT OF CLEAN SOIL MAY BE BID AS A REVENUE SHARING WITH KANE COUNTY FOR TIPPING FEES OR AS A COST TO KANE COUNTY TO PERFORM THE WORK. SEE OFFER TO CONTRACT FOR ADDITIONAL DETAILS

IV GENERAL CONDITIONS

The adherence to all conditions, qualifications, trade requirements, and statement of work of this bid is required. Vendors shall be responsible for confirming the accuracy of all field measurements and dimensions as stated on the attached project special provisions, manual, and drawings. Vendors shall immediately bring to the attention of the owner or project manager if any discrepancies noted on the project manual and drawings.

KANE COUNTY'S ENVIRONMENTAL AND WATER RESOURCES DIRECTOR (JODIE WOLLNIK) SHALL BE THE PROJECT MANAGER FOR THIS PROJECT.

A. GENERAL INSTRUCTIONS:

Any drawings and general provisions of any subsequent contract, including these General Conditions and the provisions contained in this bid shall apply to any work related hereto commonly referred to as Import of Clean Soils to Settlers Hill.

B. DEMOLITION AND DISPOSAL:

The Contractor shall provide all necessary labor, machinery, tools, apparatus, equipment, and do all of the work necessary for the complete removal and disposal of all waste, rubbish and debris from Kane County premises pertaining to removal and import operations at no cost to County.

C. PERMITS AND FEES:

The Contractor or their agent shall obtain any and all permits and fees, which may be required by law or ordinance prior to commencing removal or import or other work.

D. DAMAGES:

It shall be the responsibility and liability of the contractor or purchaser to protect all surrounding areas, surfaces, buildings and other property. The Contractor shall promptly repair any damages, if responsible, to its original condition before damage and including any damages caused to adjacent facilities and utilities by removal or import operations at no cost to County.

E. CLEAN UP:

Clean adjacent structures and improvements of dust, dirt and debris caused by import and/or removal operations as directed by County or governing authorities. Return adjacent areas to conditions existing prior to start of work at no expense to the County.

F. SITE INSPECTION:

It is understood that the Contractor before submitting a bid, has visited the site, and has inspected and examined in detail the nature, scope of service, location, character and all of the local conditions affecting the import of clean soils described herein. No allowance will be made for not being familiar with the general provisions and contract requirements, plans, drawing, building, fixtures, and conditions affecting the construction, import, and improvement work of this project.

V. BID PRICES:

Bid pricing shall be all inclusive. No additional costs will be paid by the County, which includes but is not limited to disposal fees, administrative charges, fuel charges, delivery charges, freight or handling charges and any other costs (labor, materials, and equipment) associated with project completion.

VI. SPECIAL CONDITIONS

A. All questions should be submitted to the Purchasing Department in writing via fax or e-mail prior to the deadline of January 3, 2019.

B. Bid Forms

Vendors are required to use only the Kane County Offer to Contract Form, to submit a response. Attach all required submittal documents as listed on this bid package and project manual. Vendor shall reference to supplementary conditions for additional submittal instruction.

C. Award

It is the intention of Kane County to make a single award to the highest revenue sharing proposal (Option 1) from a responsive and responsible Contractor. If no revenue sharing proposals are received, the lowest responsive and responsible Contractor providing the lowest overall bid pricing per between Option 2 and 3 will be the second choice for award. Option 3 pricing will take into account future

revenue sharing to fill in the borrow pit. Kane County reserves the right to make multiple awards if it is in the best interest of the County to do so, and to compare or accept pricing of all know cooperative available to local government in Illinois. If awarded a contract, performance, material, and payment bonds shall be submitted by the Contractor prior to contract execution.

D. Bid Bond

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than ten (10%) percent of the amount of the Default to the Contract which the County has calculated as \$10 per cubic yard, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER**.

The amount of the check, draft or bond is (\$ 10%).

Attach Bank Draft, Bank Cashier's Check, Certified Check or Bid Bond Here.

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

SURETY: I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

E. Site Visit

A self-voluntary site visit for inspection and walk through of job site is encouraged and can be scheduled from 9:00 a.m. to 4:00 p.m., Monday – Friday. The last day to request job site visit is January 4, 2019. Please contact Water Resources at 630-232-3497 to schedule this job site-visit.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Curran Contracting Company
286 Memorial Court
Crystal Lake, IL 60014

SURETY:

(Name, legal status and principal place of business)

Continental Casualty Company
151 N. Franklin Street
Chicago, IL 60606

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Kane County Treasurer
719 S Batavia Ave Bldg A
Geneva, IL 60134

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

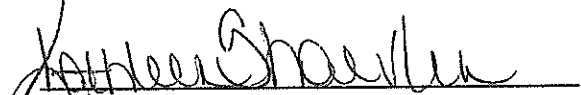
Import of Clean Soils to Settlers Hill

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provisions in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of January, 2019

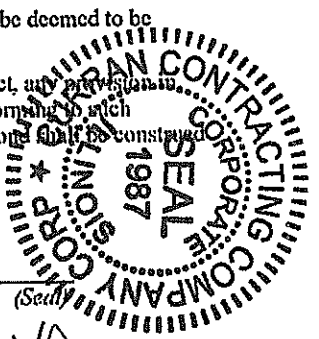

(Witness)

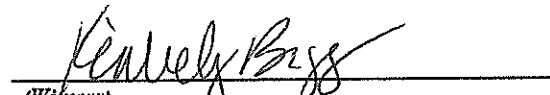
Curran Contracting Company

(Principal)

By: 

(Title)



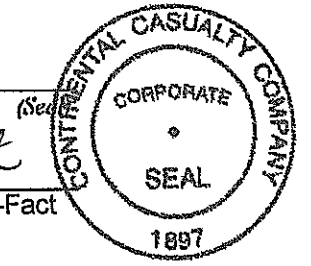

(Witness)

Continental Casualty Company

(Surety)

By: 

(Title) Susan K. Landreth Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Susan K. Landreth , Individually

of Chicago, IL their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

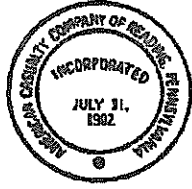
- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: Curran Contracting Company
Obligee: Kane County Treasurer

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 8th day of January, 2019.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

SCOPE OF SERVICES
For
10-019 Import of Clean Soil to Settlers Hill Landfill

SECTION 1 - INTRODUCTION

1.1 Notice & Background

Kane County, Illinois (the "County") is seeking bids from qualified Contractors to manage the import of clean soil (as defined in 35 Ill. Adm. Code 1100) for the construction of a cross country course on the now closed Settlers Hill Recycling & Disposal Facility landfill in compliance with current regulations as well as existing landfill permit requirements.

The County is the owner of the Settlers Hill landfill (the "Site"), which is located in Kane County, Illinois, north of Fabyan Parkway and west of Kirk Road. The landfill stopped accepting waste in 2006 and is in a period of post-closure care. During this period, monitoring and maintenance of the facility is the responsibility of the Site's operator, Waste Management of Illinois, Inc. The County's long-term objective is to expand recreational uses of the Site, including the construction of a cross country course. Phase 1 & 2 of these improvements was completed in 2018. An additional 120,000 CY is required to complete the remaining improvements in 2019 so that the site will be seeded in fall of 2019 for events in 2020.

The County is seeking to engage the services of a Contractor experienced with the operator of Clean Construction and Demolition Debris (CCDD) fill sites or Uncontaminated Soil Fill Operations (USFO), or a Contractor with experience in managing CCDD material or USFO, to ensure receipt of only qualifying materials and to maintain compliance with IEPA regulations and County requirements. Imported soil must generally consist of clean soil meeting the requirements of 35 IAC 1100.605. Imported material may be stockpiled on the Site at locations reviewed and approved by both Curran Contracting and Waste Management. Stockpile volume may not exceed a total of 10,000 CY in total on the site unless the Contractor agrees to move the material to Curran's working location at Curran's direction and at no additional cost to the County. The Contractor is expected to import material to Curran's working area at an average rate of 5,000 CY per day to ensure Curran is able to operate two crews and will have sufficient material to complete the final seeding by August 31, 2019.

SECTION 2 - SCOPE OF WORK

2.1 Definitions

- Clean soil means soil obtained from USFO facilities or surrounding construction projects with accompanying LPC-663 Forms and meeting the requirements of 35 IAC 1100.605. Clean soil may include incidental amounts of stone, rock, gravel, roots, and other vegetation.
- County means the person designated as the official representative of the project.
- Environmental Consultant (EC) means the entity acting as a representative for the County with responsibility for reviewing and approving as appropriate the documentation submitted by the Contractor. The EC will be hired by Kane County.
- Permit means the landfill closure permit or construction permit.
- IEPA means Illinois Environmental Protection Agency.

2.2 Summary of Services Requested

The Contractor shall be responsible for all of the following tasks:

Import of 120,000 CY of material to the site with placement of soli in Curran's work area as directed by Curran at an average rate of approximately 5,000 CY per day. Schedule to be coordinated with Curran to ensure completion of final seeding by Curran by August 31, 2019.

Compliance with clean soil acceptance protocols for the project to ensure compliance with current regulations and to ensure receipt of only uncontaminated clean soil as defined by 35 Ill. Adm. Code 1100 and consistent with permit requirements for Settlers Hill landfill.

Sourcing of clean soils from area construction projects or uncontaminated soil fill operations consistent with clean soil acceptance protocols as describe above, including obtaining or preparing LPC-663 forms for each source for review by the EC.

Mobilization of all required personnel and equipment to receive soil and to construct material stockpiles at the Site. Personnel shall include ticket writer, load inspector, heavy equipment operator, and other personnel required for successful performance of the work. Equipment shall include: computer equipment, photoionization detector, street sweeper, and earthmoving equipment. Equipment may be leased or rented by the Contractor. Contractor may subcontract environmental testing services to a qualified company.

Complying with permit required for stormwater management from construction activities: Illinois Environmental Protection Agency (IEPA) General Storm Water Permit for Construction Site Activities including installation of soil erosion and sediment control devices for all stockpiles. At the completion of the project, Contractor shall submit a Notice of Termination to the IEPA. Contractor shall provide the County with a copy of the final IEPA submittal. Contractor shall comply with all interim submittal requirements of the General NPDES Permit for Stormwater Discharges from Construction Activities, with copies of all incident reports provided to the County.

Visual inspection of each load of clean soil delivered to the Site as well as sampling of each load utilizing a photo-ionization detector utilizing a lamp of 10.6 Ev or greater. Rejection of any loads not meeting clean soil requirements and documentation of any rejected loads (provided to County's designee on a daily basis).

Ticketing and tracking of each truckload of clean soil received according to project location and hauler.

Staffing site with sufficient personnel and equipment to inspect, receive, and place clean soils in stockpiles or as directed by County staff.

Keeping on-site and off-site roads clean and free of dirt and debris using mechanical sweeper, as required.

Contractor shall be required to maintain any erosion and run-off control measures specific to the import and stockpiling of soils to protect from sediment transport in any surface water management or water bodies existing on site or on the neighboring golf course.

Controlling dust from operations as required using water truck or other dust control methods, as directed by the County to prevent a nuisance.

Contractor is expected to perform these services at no charge to the County. Contractor may assess a fee on clean soil imported for the project and shall be responsible for billing and collecting those fees.

Contractor can offer a revenue sharing bid to the County in the form of a percentage of revenues derived from the activity or a dollar amount per load received from users/generators or Contractor can offer a bid as a cost to the County for the performance of work. Contractor may propose a use of on-site borrow pit at location shown on the map to ensure sufficient material is available to meet daily average requirements with future revenue sharing option as well.

During the project, Contractor shall work and cooperate with the County as well as Waste Management (as required) on matters relating to soil import activities. The Contractor shall provide the County with a weekly summary report of loads and cubic yards received, transport records, photo-ionization device screening results for each load, any rejected loads (and its origin) and a copy of previously approved LPC-663 form and associated analytical results for each source in accordance with sampling frequency provided in Section 5.1.4. At the conclusion of the project, Contractor will provide a summary that includes copies of all tickets, PID results, rejected loads and a copy of the approved LPC-663 form and associated analytical results for each source in accordance with the contract requirements for the entire project. At the conclusion of the project, Contractor will provide a summary for the entire project as well as back-up information including copies of tickets and clean soil acceptance forms.

Cooperation with Curran Contracting Company, which is conducting construction and earthwork activities for the project, on matters relating to soil import activities to ensure efficient site management and reasonable placement of soil for construction and earthwork activities.

2.3 Requirements of the County

The County shall assume the following minimum responsibilities:

1. Provide access to the Site during normal business hours.
2. Provide copies of any and all permits relevant to the activities described herein, except permit required for stormwater management of construction activities, which will be obtained by the Contractor.
3. Provide clear direction regarding the placement of imported soils with reasonable notice provided in the event of a change of procedures.
4. Facilitate interaction between Contractor and Waste Management, if necessary.

SECTION 3 - PROPOSAL SUBMITTAL

Contractor must submit satisfactory evidence of the ability to provide the services specified. Please reference Special Instructions for additional submittal requirements and instructions.

Proposals must contain the following minimum specifications and requirements arranged in order. Proposals may include additional information deemed pertinent by the Contractor. The County will not evaluate or consider proposals missing one or more of the following submission materials.

3.1 Qualifications

1. Contractor's name, address, telephone, facsimile, contact person, and email.
2. Relevant experience in operating a CCDD fill site or USFO for other projects within a fifty-mile radius of the Site during the past three years. Please include IEPA Permit number(s) and Site Number(s) as applicable for each site operated or the projects in which the Contractor has utilized the materials to and/or from a CCDD or USFO.
3. Information on any violation notices received during the past three years. Any violations may render the Contractor ineligible to participate in this Project. The County will consider the seriousness of the violations and the Contractor's history of violations in determining eligibility.
4. Evidence of training received by staff or project experience in CCDD/USFO operations, including: review of required generator forms, material inspection protocols, and use of photo-ionization detector.
5. Provide a copy of the Contractor's clean soil acceptance plan for this project.
6. Provide a minimum of three references relating to CCDD/clean soil filling operations from projects with a similar size of material imported or exported.
7. If Contractor has worked with a municipality or county on similar types of projects, please provide a description of that work and how it compares to the services the County is seeking in this RFP.

SECTION 4 – GEOTECHNICAL REQUIREMENTS

4.1 General

The 120,000 cubic yards (CY) of imported/borrow pit soils shall consist of:

1. 5,000 to 10,000 CY of topsoil;
2. A minimum of 40,000 CY of clayey soils;
3. The balance consisting of clay, silt, and granular materials.

The County may adjust required quantities during the course of the contract.

4.2 Topsoil

1. Topsoil shall be loamy soil from the A horizon of the soil profiles of local soils. Topsoil shall have an organic content between 5 and 10%. Topsoil shall be relatedly free from large roots, sticks, weeds, brush, or stones larger than 1-inch diameter, or litter and waste projects. At least 90 percent shall pass the No. 10 sieve and the pH shall be between 6.25 and 8.0.
2. Topsoil shall be capable of supporting the germination and growth of vegetation.
3. The Contractor shall accept delivery of 5,000 to 10,000 CY of topsoil.

4.3 Uncontaminated Soil Fill

The Contractor shall accept delivery of a minimum of 40,000 CY of fill that is classified as AASHTO M-145 A-4, A-6, or A-7.

The balance of the fill shall meet the following AASHTO M-145 classifications: A-1, A-2, A-3, A-4, A-5, A-6, or A-7.

The maximum particle size allowed in uncontaminated soil fill shall be three (3) inches.

SECTION 5 – ACCEPTANCE OF UNCONTAMINATED SOIL FILL AND CLEAN TOPSOIL

5.1 General

5.1.1 Related Documents

1. Attachment: Stockpile and Borrow Pit Location and Access Exhibit, prepared by Weaver Construction Group.

5.1.3 Definitions

1. Clean Construction and Demolition Debris (CCDD) means uncontaminated broken concrete without protruding metal bars, bricks, rock, stone, reclaimed or other asphalt pavement generated from construction or demolition activities meeting the requirements of 35 IAC 1100. CCDD does not include uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads. CCDD will not be accepted as fill material on site.
2. Contractor means the Bidder, Proposer, or entity performing the work described within this Special Provision.
3. County means the person designated as the official representative of Kane County, who is responsible for the project.
4. Environmental Consultant (EC) means the entity acting as a representative for the County with responsibility for reviewing and approving as appropriate the documentation submitted by the Contractor. IAC means Illinois Administrative Code.
5. IEPA means Illinois Environmental Protection Agency.
6. MACs mean the Maximum Allowable Concentrations for Chemical Constituents in Uncontaminated Soils listed in 35 IAC 1100.605. The pH of the soil imported to the site must be above 6.25 s.u. and below 9.0 s.u.
7. NIOSH means the National Institute for Occupational Safety and Health.
8. OSHA means the Occupational Safety and Health Administration.
9. Source means the project site or USFO facility providing the USF or clean topsoil. A LPC-663 Form must be completed and provided to the EC and County for review prior to importation for each new source.

10. Target Compound List (TCL) parameters mean the volatile organic compounds, semi-volatile organic compounds, polychlorinated biphenyls, pesticides, and inorganic constituents listed in TABLES A-D, APPENDIX A, SECTION 740: SITE REMEDIATION PROGRAM (SRP: 35 IAC 740).
11. Topsoil means any soils placed to design grade and used to promote vegetative growth and which meets Top Soil criteria (percentages of organic matter, inorganic matter, that is, silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content as referenced in the contract specifications and drawings.
12. Uncontaminated soil fill (USF) means soil obtained from CCDD/USFO facilities or surrounding construction projects with accompanying LPC-663 Form and meeting the requirements of 35 IAC 1100.305. Clean soil may include incidental amounts of stone, rock, gravel, roots, and other vegetation.
13. Uncontaminated Soil Fill Operation (USFO) means the active facility permitted by the IEPA to manage USF and CCDD in accordance with 35 IAC 1100.
14. USEPA means the United States Environmental Protection Agency.

5.1.4 Submittals

1. Copies of LPC-663 Forms certified by a Professional Engineer or Professional Geologist with environmental laboratory analytical results for each source of uncontaminated soil fill (USF). LPC-663 Forms and laboratory analytical results verifying that these materials meet the requirements of SECTION 1100 SUBPART F: STANDARDS FOR UNCONTAMINATED SOIL USED AS FILL MATERIAL AT FILL OPERATIONS REGULATED BY THIS PART (CCDD & USF OPERATIONS: 35 IAC 1100) and do not exceed the MAXIMUM ALLOWABLE CONCENTRATIONS FOR CHEMICAL CONSTITUENTS IN UNCONTAMINATED SOILS listed in SECTION 1100.605 (MACS: 35 IAC 1100.605) for the constituents listed in Target Compound List (TCL) parameters of TABLES A-D, APPENDIX A, SECTION 740: SITE REMEDIATION PROGRAM (SRP: 35 IAC 740).

The pH of the soil imported to the site must be above 6.25 s.u. and below 9.0 s.u. For granular material larger than sand size, a certificate from the source demonstrating that the material is not recycled and has been mined and imported directly from a quarry would be required as well. The material must be analyzed for the TCL parameters and pH in accordance with the frequency below:

Required Sampling Frequency for One USF Source¹

USF-Clean Topsoil Volume (cubic yards)	0 – 5,000	5,000 – 25,000	25,000 – 50,000	50,000 – 100,000
Number of Samples ²	2	4	6	8

¹ One LPC-663 Form must be completed for each USF source.

² Each sample must be analyzed for the Target Compound List parameters listed in TABLES A-D, APPENDIX A, SECTION 740: SITE REMEDIATION PROGRAM (SRP: 35 IAC 740) and pH.

2. A copy of the LPC-663 form and analytical results for each source of clean topsoil or USF shall be submitted at least five days prior to importing clean topsoil or USF on site for review and approval. The date of the analysis shall be within 60 days of importing material to the project site. The Contractor is responsible for payment of all clean topsoil and USF sampling and analytical fees.
 - A. Summary of the sample collection and data analysis. The report should include a tabulation of sampling results compared to applicable Tier 1 remediation objectives for residential properties and Background Soils concentrations. The report should also include the Laboratory Analytical Report.
 - B. Name, address, telephone number, and email of the analytical testing laboratory that will be used by the Contractor to perform the environmental analytical testing for USF samples prior to starting work. The laboratory performing the analysis must be an IEPA accredited NELAP laboratory.
 - C. Name, Company, Address, Telephone number, and email of consultant or contractor who performed sampling analysis and their specific handling criteria for each sample collected.
 - D. Source of all imported materials including, but not limited to, the address of the source site, the name of the owner of the source materials, the location where the source materials derived from at the source site, phone number and email of the owner of the source materials, history of the site usage (i.e. farm, residential, industrial/commercial, etc.).
 - E. Report defining the current and historical uses of the clean soil source material to determine if the potential for any source contamination is present.
 - F. Copies of all daily reports, weight and/or load tickets, source documentations, PID screening results, transport records, weight tickets, and receipts to the EC and County on a weekly basis.

5.1.6 Submittal Review

1. Review of submittals or any comments made does not relieve the Contractor from compliance with the requirements of the drawing and Statement of Work. The purpose of this check is to review for general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor is responsible for confirming and correlating all quantities and dimensions; electing techniques of construction; coordinating the Work; and performing the Work in a safe and satisfactory manner in compliance with all applicable NIOSH occupational safety and health guidance manuals for hazardous waste site activities, OSHA regulations (particularly in 29 CFR 1910 and 1926), state and local regulations, and other USEPA guidance.
2. The Contractor must not begin any Work applicable to this section until all required submittals have been reviewed and approved by the EC and County. The County and/or EC will provide written approval of submittals.

5.2 Products

5.2.1 USF and Clean Topsoil

1. The contractor shall supply only clean topsoil and USF that meet the requirements of SECTION 1100 SUBPART F: STANDARDS FOR UNCONTAMINATED SOIL USED AS FILL MATERIAL AT FILL OPERATIONS REGULATED BY THIS PART (CCDD & USF OPERATIONS: 35 IAC 1100) and do not exceed the MAXIMUM ALLOWABLE CONCENTRATIONS FOR CHEMICAL CONSTITUENTS IN UNCONTAMINATED SOILS listed in SECTION 1100.605 (MACS: 35 IAC 1100.605) remediation objectives for the constituents listed in Target Compound List (TCL) parameters of TABLES A-D, APPENDIX A, SECTION 740: SITE REMEDIATION PROGRAM (SRP: 35 IAC 740). The pH of the soil imported to the site must be above 6.25 s.u. and below 9.0 s.u. For granular material larger than sand size, a certificate from the source demonstrating that the material is not recycled and has been mined and imported directly from a quarry would be required as well.

A copy of the analytical results shall be submitted at least five days prior to importing clean topsoil or USF on site for review and approval. The date of the analysis shall be within 60 days of importing material to the project site. The contractor is responsible for payment of all clean topsoil and USF sampling and analytical fees.

2. B. A LPC-663 Form and summary of the sample collection and data analysis in accordance with the frequency provided in SECTION 5.1.4 Submittals. The report should include a tabulation of sampling results compared to the MACs. The report should also include the laboratory analytical report.
3. USF and clean topsoil may not exhibit photos-ionization screening results in excess of 1 parts per million above background.

5.3 Execution

5.3.1 Authorizations

1. Haulers for transportation of clean topsoil and/or USF shall hold and present upon request a current, valid Commercial Driver's License (CDL).
2. Contractor shall have written approval from the EC or County prior to importing and placing any top soil or USF to the site.

5.3.2 Material Sampling

1. The Contractor shall collect representative (no composite samples) clean topsoil and USF sample(s) for analytical testing sufficient to verify that these materials meet the requirements of SECTION 1100 SUBPART F: STANDARDS FOR UNCONTAMINATED SOIL USED AS FILL MATERIAL AT FILL OPERATIONS REGULATED BY THIS PART (CCDD & USF OPERATIONS: 35 IAC 1100) and do not exceed the MAXIMUM ALLOWABLE CONCENTRATIONS FOR CHEMICAL CONSTITUENTS IN UNCONTAMINATED SOILS listed in SECTION 1100.605 (MACS: 35 IAC 1100.605) remediation objectives for the constituents listed in Target Compound List (TCL)

parameters of TABLES A-D, APPENDIX A, SECTION 740: SITE REMEDIATION PROGRAM (SRP: 35 IAC 740). The pH of the soil imported to the site must be above 6.25 s.u. and below 9.0 s.u. The materials must be analyzed for the TCL parameters and pH in accordance with the frequency provided in SECTION 1.4 SUBMITTALS. For granular material larger than sand size, a certificate from the source demonstrating that the material is not recycled and has been mined and imported directly from a quarry would be required as well.

A copy of the LPC-663 Form and analytical results for each source of clean topsoil or USF shall be submitted for review and approval at least five days prior to importing clean topsoil or USF on site for review and approval. The date of the analysis shall be within 60 days of importing material to the project site. The contractor is responsible for payment of all clean topsoil and USF sampling and analytical fees.

2. The County may collect additional samples for laboratory analysis of the onsite clean topsoil and/or USF at no additional cost to the project.
3. The County may need to collect samples for laboratory analysis or field Photo-ionization Detector (PID) screening of the clean topsoil or USF on site. The Contractor shall provide the necessary equipment and manpower to assist the County to collect materials to be sampled at no additional cost to the project and in compliance with OSHA and all other Rules and Regulations.

5.3.3 Hauling

1. The Contractor shall not create dust and shall maintain adequate dust suppression equipment on site if conditions warrant or as directed by County, refer to SECTION 5.3.7 Dust Control.
2. The Contractor shall maintain streets and paved roadways affected by the Contractor's operations clean and free of mud and dirt.
3. All public property including streets, pavements, railroads, roadways, parking lots, sidewalks, parkways and private property shall be thoroughly cleaned of all surplus materials, excavated soils, rubbish placed thereon by the Contractor, and such streets, pavements, railroads, sidewalks, parkways and private property shall be restored to as good condition as before the commencement of the work. At no time should trucks or other vehicles track soils from the site onto public property, parkways or private property. The Contractor will be solely responsible for any cleanup required to restore public property, parkways or private property to its condition prior to the commencement of work.
4. The Contractor shall place clean topsoil and USF to ensure minimum interference with roads; streets, walks and other adjacent occupied and used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from the applicable governing agency and the County. Provide alternate routes around closed or obstructed traffic ways if required by the governing agency.

5.3.4 Transportation

1. The Contractor shall complete and provide weekly copies of all daily reports, weight and/or load tickets, source documentation, PID screening results and receipts (as applicable) for transportation and ultimate placement of the clean topsoil and USF to the County and EC for review and signature within five business days or as directed by the County.
2. The Contractor shall maintain streets and paved roadways affected by the Contractor's operations clean and free of mud and dirt.
3. All public property including streets, pavements, railroads, roadways, parking lots, sidewalks, parkways and private property shall be thoroughly cleaned of all surplus materials, excavated soils, rubbish placed thereon by the Contractor, and such streets, pavements, railroads, sidewalks, parkways and private property shall be restored to as good condition as before the commencement of the work. At no time should trucks or other vehicles track soils from the site onto public property, parkways or private property. The Contractor will be solely responsible for any cleanup required to restore public property, parkways or private property to its condition prior to the commencement of work.
4. The Contractor shall schedule placement of clean topsoil and USF to ensure minimum interference with roads; streets, walks and other adjacent occupied and used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from the applicable governing agency, County, and the Owner. Provide alternate routes around closed or obstructed traffic ways if required by the governing agency.

5.3.5 Topsoil

1. The clean topsoil material shall meet the project specified requirements as referenced in Special Provisions Section 4 – Geotechnical Requirements.
2. For each off-site source of clean topsoil, the Contractor shall provide to the EC and County a LPC-663 Form and associated laboratory analytical results verifying that these materials meet the requirements of SECTION 1100 SUBPART F: STANDARDS FOR UNCONTAMINATED SOIL USED AS FILL MATERIAL AT FILL OPERATIONS REGULATED BY THIS PART (CCDD & USF OPERATIONS: 35 IAC 1100) and do not exceed the MAXIMUM ALLOWABLE CONCENTRATIONS FOR CHEMICAL CONSTITUENTS IN UNCONTAMINATED SOILS listed in SECTION 1100.605 (MACS: 35 IAC 1100.605) remediation objectives for the constituents listed in Target Compound List (TCL) parameters of TABLES A-D, APPENDIX A, SECTION 740: SITE REMEDIATION PROGRAM (SRP: 35 IAC 740). The pH of the soil imported to the site must be above 6.25 s.u. and below 9.0 s.u. The material must be analyzed for the TCL parameters and pH in accordance with the frequency provided in SECTION 5.1.4 SUBMITTALS. For granular materials larger than sand size, a certificate from the source demonstrating that the material is not recycled and has been mined and imported directly from a quarry would be required as well.

A copy of the LPC-663 form and analytical results for each source of clean topsoil or USF shall be submitted for review and approval at least five days prior to importing top soil on site. The date of the analysis shall be within 60 days of importing material to the project site. The contractor is responsible for payment of all clean topsoil sampling and analytical fees.

3. The Contractor shall not place clean topsoil without approval of the County. If the Contractor places clean topsoil without obtaining approval from the County, the clean topsoil shall be excavated, loaded, and transported, if required, at the Contractor's expense.
4. The Contractor shall provide and maintain silt fence at the topsoil stockpile, in accordance with the requirements of the IEPA General Storm Water Permit for Construction Site Activities.

5.3.6 USF

1. The USF shall meet the project specified requirements as referenced in Special Provisions Section 4 – Geotechnical Requirements.
2. For each off-site source of USF, the Contractor shall provide to the County and EC a LPC-663 Form and associated environmental laboratory analyses meet the requirements of SECTION 1100 SUBPART F: STANDARDS FOR UNCONTAMINATED SOIL USED AS FILL MATERIAL AT FILL OPERATIONS REGULATED BY THIS PART (CCDD & USF OPERATIONS: 35 IAC 1100) and do not exceed the MAXIMUM ALLOWABLE CONCENTRATIONS FOR CHEMICAL CONSTITUENTS IN UNCONTAMINATED SOILS listed in SECTION 1100.605 (MACS: 35 IAC 1100.605) remediation objectives for the constituents listed in Target Compound List (TCL) parameters of TABLES A-D, APPENDIX A, SECTION 740: SITE REMEDIATION PROGRAM (SRP: 35 IAC 740). The pH of the soil imported to the site must be above 6.25 s.u. and below 9.0 s.u.

The material must be analyzed for the TCL parameters and pH in accordance with the frequency provided in SECTION 5.1.4 SUBMITTALS. For granular material larger than sand size, a certificate from the source demonstrating that the material is not recycled and has been mined and imported directly from a quarry would be required as well.

A copy of the LPC-663 form and analytical results for each source of clean topsoil or USF shall be submitted for review and approval at least five days prior to importing USF on site. The date of the analysis shall be within 60 days of importing material to the project site. The contractor is responsible for payment of all USF sampling and analytical fees.

3. The Contractor shall not place USF without approval of the County. If the Contractor places USF without obtaining approval from the County, the USF shall be excavated, loaded, and transported, if required, at the Contractor's expense.
4. The Contractor shall provide and maintain silt fence at the topsoil stockpile, in accordance with the requirements of the IEPA General Storm Water Permit for Construction Site Activities.
5. The Contractor shall strip topsoil from the footprint of the USF stockpile prior to importing and placing USF. The stripped topsoil shall be placed in the topsoil stockpile.

5.3.7 Dust Control

1. The Contractor shall control dust by all necessary means, including but not limited to covering trucks, stockpiles and open materials, watering haul roads, sweeping paved roads, and limiting the speed of all on-site vehicles.

2. The Contractor shall prevent vehicles from tracking mud off site. Contractor shall perform all necessary activities to keep roadways clean throughout each day and for the duration of the project.
3. All public property including streets, pavements, railroads, roadways, parking lots, sidewalks, parkways and private property shall be thoroughly cleaned of all surplus materials, excavated soils, rubbish placed thereon by the Contractor, and such streets, pavements, railroads, sidewalks, parkways and private property shall be restored to as good condition as before the commencement of the work. At no time should trucks or other vehicles track soils from the site onto public property, parkways or private property. The Contractor will be solely responsible for any cleanup required to restore public property, parkways or private property to its condition prior to the commencement of work.

5.3.8 Quality Control

1. The Contractor shall take all necessary precautions to protect structures, equipment, pavement, walks and utilities against movement or settlement during the course of work.
2. Damages: Promptly replace or repair any damage caused to adjacent pavement, utilities or facilities by removal operations at no additional cost. Work shall be performed to the satisfaction of the County.
3. Utility Services: Maintain existing utilities and protect against damage during placement of clean topsoil and USF.
4. Visual Inspections: Perform visual inspections and photo-ionization device screening of each load of imported material to ensure that it is in conformance with the approved source and reject any material that has not been approved.
5. Submittal Timeframe Compliance: Ensure that approved source data submitted is in compliance with time frames specified.
6. Imported Material Inspections: Perform periodic checks of fill source locations to identify any change in material characteristics, as applicable.
7. The EC may also perform observation, photo-ionization device screening, and soil sampling activities to ensure Contractor conformance to the Special Provisions.

CURRAN CONTRACTING CCDD OPERATIONS

1. Curran Materials Virginia Rd CCDD – Crystal Lake IL, 60014
 - a. Permit Number - 18030040
 - b. Site Number - 1118015018

TRAINING AND STAFFING

The Staff that ran the Virginia Road Pit is currently employed by Curran Contracting and will be working on the Settlers Hill Import project.

REFERENCES

**IMPORT OF CLEAN SOILS TO SETTLERS HILL
For
KANE COUNTY BOARD, Geneva, Illinois**

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: Curran Contracting Company

1. Organization: Illinois State Toll
Address: 2700 Ogden Ave
City, State, Zip Code: Downers Grove IL60515
Telephone Number: 630-241-6800
Contact Person: Laura Thompson
Date of Project: 7/18-12/18

2. Organization: Illinois Department of Transportation-Dist 1
Address: 201 West Center Court
City, State, Zip Code: Schaumburg IL 60196
Telephone Number: 847-705-4030
Contact Person: C. Laird Hagmann
Date of Project: 2015-2016

3. Organization: Pepper Construction
Address: 411 Lake Zurich Rd
City, State, Zip Code: Barrington IL 60010
Telephone Number: 847-381-2760
Contact Person: Rebecca Kurpers
Date of Project: 8/17-12/17

4. Organization: Pace
Address: 550 West Algonquin Road
City, State, Zip Code: Arlington Heights IL 60005
Telephone Number: 847-364-8130
Contact Person: Julie Cardy
Date of Project: 2016

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 10-019
IMPORT OF CLEAN SOILS TO SETTLERS HILL**

Bid Due Date & Time: January 8, 2019 at 3:00 p.m. CST

To: County of Kane (Purchasing Department)
Kane County Government Center, Bldg. (A)
Room 210, 212 or 214
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Curran Contracting Company

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*
 1. *the Vendor has examined the Contractor Disclosure (Section 27) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
 - B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, including the Specifications and the following addenda:

No. 1, No. 2, No. _____, (Contractor to acknowledge addenda here.)
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations, as Vendor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Theresa Dobersztyn, C.P.M., CPPB
Director of Purchasing



719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630)232-5929
Fax: (630) 208-5107

January 3, 2018

ADDENDUM 1

INVITATION TO BID: #10-019

TITLE: Import of Clean Soils to Settlers Hill

The attention of all bidders is called to the following questions and responses regarding the subject bid document:

1. On Page 15, third paragraph, it is stated that the County is seeking to engage the services of a Contractor experienced with the operator of Clean Construction and Demolition Debris (CCDD) fill sites or Uncontaminated Soil Fill Operations (USFO), or a Contractor with experience in managing CCDD material or USFO, to ensure receipt of any qualifying materials to maintain compliance with IEPA regulations and County requirements. ***The County will consider all Contractors with experience in managing CCDD material regardless of whether or not they are a recent CCDD operator.***
2. On Page 18, 3.1 Qualifications, #5, please clarify what you would like the clean soil acceptance plan to include and do you want it to be submitted with the bid? ***This plan is a detailed description of how the Contractor/Operator will carry out the work. Topics include: Material Identification and acceptance/rejection procedures; Routine Procedures; Reporting and Recordkeeping; Training Plan; Any other relevant topics needed to elaborate on the work proposed.***
3. On Page 18, 3.1 Qualifications, #6, you ask for three (3) references but on the reference page (page 27), there is room for four (4). Which number do you of references do you want? ***We require a MINIMUM of three (3) but Contractor has the option to provide a fourth if they desire.***
4. On Option 3 there is a note that states the total CY of items 1 and 2 must equal 120,000. It is my understanding that what you borrow should equal the fill coming back in. Can you please clarify this note? ***Please see the attached revised pricing sheet replacing Page 29 of the original bid document. Please discard the original page and replace it with this page when you submit your sealed bid.***

Please acknowledge receipt of this addendum in the space provided on Page 28 of the bid document. Thank you for your interest in the Kane County procurement process.

Sincerely,

Maria C. Calamia

Maria C. Calamia, CPPB
Assistant Director of Purchasing

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Theresa Dobersztyn, C.P.M., CPPB
Director of Purchasing



719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630)232-5929
Fax: (630) 208-5107

January 4, 2018

ADDENDUM 2

INVITATION TO BID: #10-019

TITLE: Import of Clean Soils to Settlers Hill

The attention of all bidders is called to the following questions and responses regarding the subject bid document:

1. Please clarify the required import volume. The bid documents/items it states 120,000 CY, however the phased drawing page shows 156,961 CY? **120,000 CY is the accurate estimation of the remaining soil needed. Explanation: The phasing plan is an estimate of the work that was to be conducted. At the end of 2018, Curran was able to continue operations slightly beyond Phase II. In addition, some soil is currently stockpiled at the top of the hill, this stockpile will not need to be handled by the import hauler.**
2. Bid documents states the County wants the Contractor to ensure 5,000 CY per day for the Curran crews? Is 5,000 CY per day the correct number? **This should be 2,000 CY per day, not 5,000 CY.**
3. Is the deadline presented in the bid documents to fill the borrow pit area after excavation a firm deadline? **Option 3: Item 2 states, "Filling of Borrow Source from 08/31/19 – 12/31/22". The County still aims to have the borrow pit fill complete by the end of 2022. However, some flexibility for Item 2 may be considered if inclement weather factors affect the work. The County's main priority is to finish the construction of the cross country course.**
4. What material should the borrow pit be filled in with? **Option 3: Item 2, "Filling of Borrow Source for Revenue Sharing" should consist of clean fill held to the same standards as the other import for the project.**
5. What is the approximate distance to the dump locations/Curran's working face from the borrow pit area? **From the borrow pit to Phase 3 is approximately 5,000 ft. From the borrow pit to Phases 4 and 5 is approximately 4,000 ft. Please note there are significant grade changes on these routes. The exact location of placement will be dependent on the location of Curran's current working face, and the contractor/operator hauling the materials will be**

required to coordinate closely with Curran's on site staff to dump in the appropriate location.

Please Note: Borings of the borrow pit are underway but results will not be available until after the bid opening. For the bid, Bidder should assume material available from the borrow pit area meets the requirements for embankment material set forth in the bid documents. If material is found not to meet the requirements for embankment, Option 3 will be removed from award consideration.

Please acknowledge receipt of this addendum in the space provided on Page 28 of the bid document. Thank you for your interest in the Kane County procurement process.

Sincerely,

Maria C. Calamia

Maria C. Calamia, CPPB
Assistant Director of Purchasing

II. BASE BID:

The contractor agrees to furnish all labor, materials, and equipment necessary to perform the Work, as specified within and as outlined in the Special Provision and Proposed Plan Sheet. Please select Option 1 – Revenue Sharing or Option 2 – Cost Proposal or Option 3 – Borrow Pit.

SCHEDULE OF PRICES FOR OPTION 1 – REVENUE SHARING WITH KANE COUNTY (CONTRACTOR TO PAY KANE COUNTY):

Item	Description			Unit Cost	Extended Cost
1	Import of Material and Placement in Curran Working Area	120,000	CY	-\$	\$ N/A
TOTAL REVENUE TO BE PAID TO KANE COUNTY					\$ N/A

SCHEDULE OF PRICES FOR OPTION 2 – COST PROPOSAL TO KANE COUNTY TO PAY CONTRACTOR:

Item	Description			Unit Cost	Extended Cost
1	Import of Material and Placement in Curran Working Area	120,000	CY	\$	\$ N/A
TOTAL TO BE PAID BY KANE COUNTY					\$ N/A

SCHEDULE OF PRICES FOR OPTION 3 – PROPOSAL TO KANE COUNTY FOR BORROW PIT:

Item	Description			Unit Cost	Extended Cost
1	Excavating, Loading and Transportation of soil from borrow pit to working area	120000 *	CY	\$ 8.60	\$ 1,032,000.00
2	Filling of Borrow Source from 08/31/2019-12/31/2022 Revenue Sharing	120000	CY	-\$ 0	-\$ 0
3	Import of Material for Revenue Sharing 03/01/19-08/31/19	0 *	CY	-\$ 0	-\$ 0
TOTAL KANE COUNTY BID					\$ 1,032,000.00
*Total CY between items 1 & 3 must equal 120,000 CY.					

REVISED PRICING PAGE

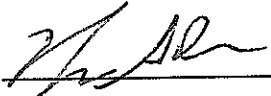
A. **PROJECT TIMEFRAME**

The undersigned attests that he is able to perform the Work of the Contract within the parameters of the following construction timeframe, and further agrees to adhere to that schedule as a provision of the Contract Agreement.

The Project (including all of Curran's work) shall be substantially completed by August 31, 2019 at best case, September 30, 2019 at worse case. Project schedule is dependent on Contractor working cooperatively with Curran to ensure soil import/borrow is complete with sufficient time for Curran to complete final grading and landscape restoration by completion dates. It is anticipated that the contract for this work will be approved at the February 12, 2019 Board meeting and the Notice to Proceed will be issued shortly after once the bond and insurance are approved. Should the Contractor fail to obtain the worst-case completion date or within such extended time as may have been allowed, the Contractor shall be liable to the County of Kane in the amount of \$1000 per calendar day. This is not as a penalty but rather liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed.

Additional Comments:

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE MUST SIGN THIS SECTION.**

Signature  Typed Signature Nick Schram
Company Curran Contracting Company
Address/City/State 286 Memorial Court Crystal Lake IL 60014
Phone # 815-455-5100 Fax # 815-455-7894
Federal I.D./Social Security # 36-3506119 Date 1/8/19

ACCEPTANCE

The Offer is hereby accepted for the described Import of Clean Soils to Settler's Hill.

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 10-019. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

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

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: Certificates Team PHONE (A/C No, Ext): 708-845-3917 FAX (A/C No): 708-845-4145 E-MAIL ADDRESS: constructioncerts@thehortongroup.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED CURRA-3 Curran Contracting Company 286 Memorial Court Crystal Lake IL 60014	INSURER A: Berkley Assurance Company NAIC #: 39462	
	INSURER B: Arch Insurance Company NAIC #: 11150	
	INSURER C: Travelers Property & Casualty Company of America NAIC #: 25674	
	INSURER D: First Specialty Insurance Corporation NAIC #: 34916	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1939862462

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ-JECT <input checked="" type="checkbox"/> LOC	Y	Y	41PKG8953600	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	41PKG8953600	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	IRE 2001286 00	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N	Y N/A	41WCI8953400 - AOS 44WCI8953500 - CA KY MN MO OR & TX	10/1/2018 10/1/2018	10/1/2019 10/1/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A	Leased & Rented Equipment Pollution/Professional			2G0992-4-17 PCAB5003449-1017	10/1/2018 10/1/2018	10/1/2019 10/1/2019	Limit 1,000,000 Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction. Additional insured on a primary non contributory basis with respect to general liability and auto liability only when required by written contract. Waiver of subrogation in favor of the additional insureds will apply to general liability, auto liability and workers compensation where permitted by law and only when required by written contract. Excess follows form.

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Helen McCarthy

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CURRAN CONTRACTING COMPANY

286 Memorial Court
Crystal Lake, IL 60014
Phone (815)-455-5100

CONTRACTOR DISCLOSURE

As of January 8, 2019, Curran Contracting Company, to the best of our knowledge the Owners or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners with at least 5% holdings in Curran Group, parent company of Curran Contracting Company:

Caroline Rushmore 2124 N Fremont St-Garden Unit Chicago IL 60614	5%
Catherine C Curran 14 Willett Way Cary IL 60014	5%
Cynthia C DeTrempe 748 Forest Dr Barrington IL 60010	5%
Elizabeth Curran 1506-2 Skyridge Drive Crystal Lake IL 60014	5%
Emily Poth 1690 Surrey Lane Lake Forest IL 60014	5%
Erik Curran 1147 W Lill, 3W Chicago IL 60614	5%
Heather Stone 4530 Whitehall Lane Algonquin IL 60102	5%

Henry DeTrempe 1319 West Belmont Ave Chicago IL 60657	5%
Jennifer Poth 1690 Surrey Lane Lake Forest IL 60045	5%
Jennifer Williams 235 W VanBuren St Chicago IL 60609	5%
John DeTrempe 2049 N Sheffield Ave-Apt 2 Chicago IL 60614	5%
John Poth 1690 Surrey Lane Lake Forest IL 60045	5%
Laura Curran 2224 N Orchard Unit 2N Chicago IL 60614	5%
Luke DeTrempe 748 Forest Drive Barrington IL 60010	5%
Michael J Curran 661 Saddle Ridge Crystal Lake IL 60014	5%
Michael Rushmore 342 McGuinness Blvd Apt 3R Brooklyn NY 11222	5%
Nicholas DeTrempe 1220 Castro Street San Francisco CA 94114	5%
Patricia C Poth 1690 Surrey Lane Lake Forest IL 60045	5%
Susan C Rushmore 141 East Meadow Dr Vail CO	5%

Timothy J Curran
7914 Cherry Vail Way
Woodstock IL 60098

5%

1/8/19

Officer-Nick Schram
Title-Vice President

Subscribed and Sworn this 8th day of January 2019

Notary Public

EXHIBIT A
Sealed Bid 10-019 Import of Clean Soils to Settlers Hill

CONTACT INFORMATION

Vendor shall provide following contacts information assigned to service Kane County's account.

Customer Service/General Information:

Phone: 815-455-5100

To place an order:

Name: Rick Ball

Phone: 815-455-5100 x343 Fax: 815-455-7894

E-mail: rball@currancontracting.com

Billing & Invoicing questions:

Name: Jeannine Garriepy

Phone 815-455-5100 x 324

E-mail: jgarriepy@currancontracting.com

Questions and Return:

Name: same as billing & invoicing

Phone _____

E-mail: _____

SUBMITTAL INSTRUCTIONS

An original bid response, marked as "original", one paper copy and one (1) electronic copy on a CD or Flash Drive in PDF format shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "10-019 Import of Clean Soils to Settlers Hill". Your bid response may be mailed or hand delivered prior to the deadline of **January 8, 2019 at 3:00 p.m. CST** to:

County of Kane
Purchasing Department,
719 South Batavia Avenue Bldg. A
Rooms 210, 212 or 214
Geneva, IL 60134
8:30 a.m.-4:30 p.m. CST, Monday-Friday

BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.

<p style="text-align: center;">SEALED BID BID #: 10-019 OPENING DATE: 01/08/2019 OPENING TIME: 3:00 p.m. CST DESCRIPTION: IMPORT OF CLEAN SOILS TO SETTLERS HILL DATED MATERIAL DELIVER IMMEDIATELY</p> <p>VENDOR CONTACT: <u>estimating@currancontracting.com</u></p> <p>COMPANY NAME: <u>Curran Contracting Company</u></p> <p>STREET ADDRESS: <u>286 Memorial Court</u></p> <p>CITY, STATE, ZIP: <u>Crystal Lake IL 60014</u></p>
--

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR BID TO HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!

NO-BID/RFP RESPONSE
BID 10-019
Import of Clean Soils to Settler's Hill

In the event that your organization chooses not to submit a proposal for this solicitation, the Kane County Purchasing Department is interested in the reasons why vendors/consultants have chosen not to submit a bid or proposal response in order to better serve the taxpayers of Kane County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet the specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- Project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of bid/proposal response.
- Other (please specify):

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

Kane County Purchasing Department
719 S. Batavia Ave.
Building A, Room 210, 212, or 214.
Geneva, IL 60134
Email: purchasing@co.kane.il.us
FAX: 630-208-5107

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER



719 S. Batavia Avenue, Bldg. A
 Geneva, Illinois 60134

Telephone: (630) 232-5929
 Fax: (630) 208-5107

BID 10-019 Tabulation
 Import of Clean Soils to Settlers Hill
 Opened January 8, 2019 @ 3:00 p.m.

Vendor Information	Addendum 1	Addendum 2	Bid Bond	Signature Verified	Option 1 Total	Option 2 Total	Option 3 Total	Certificate of Insurance	Disclosure Statement	PDF CD/Flash Drive
Bluff City Materials, Inc. 2252 Southwind Blvd. Bartlett, IL 60103	X	X	X	X	No Bid	No Bid	\$1,210,000.00	X	X	X
Curran Contracting Company 286 Memorial Ct. Crystal Lake, IL 60014	X	X	X	X	No Bid	No Bid	\$1,032,000.00	X	X	X
Plote Construction Inc. 1100 Brandt Dr. Hoffman Estates, IL 60192	X	X	X	X	No Bid	\$1,804,800.00	No Bid	X	X	X