To: Kendall County Forest Preserve District – Committee of the Whole

From: David Guritz, Director

RE: February 2019 Director's Report

Date: March 12, 2019

#### **Meetings and Events**

February 16 Woodlands and Wildlife Festival

February 20 Illinois Nature Preserves Commission – Dedicated Nature Preserve

Management Plans (Maramech and Tucker-Millington Fen)

February 21 Kluber Architects + Engineer Site Inspection #2 (Pickerill-Pigott)

February 22 Yorkville Chamber Guide Special Interest Story Interview

March 7 Oswego East High School Field Trip – Hoover Restoration Project

#### **Priority Project Updates**

#### **Preserve Improvement Grants**

The District has been awarded an Illinois Clean Energy Community Foundation K-12 Pollinator Education grant award. Funds will support educational field trips to enhance core prairie areas at Hoover Forest Preserve. The grant agreement will be reviewed during the upcoming Committee of the Whole meeting.

The District received and submitted a GATA financial management questionnaire with support from the Treasurer's Office, which is a pre-award requirement for the FY19 OSLAD grant. The grant agreement will be received in the next few weeks for formal approval in April.

The District will be reviewing all current grant agreements, and working to secure quotes for seed and nursery stock for various projects that will be planted this fall and next spring. Seed and nursery stock purchases for the Fox River Bluffs cropland conversion project will be bid separately.

#### Position Opening Updates

The District has reviewed all applications for the Superintendent – Grounds and Natural Resources position received through February 28, 2019, with interviews scheduled with five candidates over the next two weeks.

The District is currently working to fill a part time Grounds Maintenance Worker (Hoover) and an Environmental Education Instructor positions. April Morris, Environmental Education Coordinator has accepted another position and will be leaving the District later this month. Emily Dombrowski has indicated that the Coordinator position will not be filled, with the District's organizational chart amended for Committee of the Whole review.

#### Hoover Forest Preserve

Efforts have continued to clean out the sewer intake pipe. Kendall Excavating has been delayed due to weather-related scheduling and equipment issues. The project should be completed in the next two weeks. The repaired bluff slope will be re-planted with native perennials in May.

Following completion of the sewer line repair work, staff will turn attention to completing repairs to the lift station with support from Xylem, Inc. The new conduit line for the actuator probes will be installed running to the control box, with the second pump repaired to bring the system back into automatic operation.

Direction was received from the Finance Committee to continue to examine costs and approaches for the parking lot solar fixture replacements at Hoover Forest Preserve, with new LED fixtures as the preferred solution. Incremental boring under the paver drive to complete the conduit installation should be a more cost effective approach, and will be explored later this spring.

#### Little Rock Creek Forest Preserve – Soft Opening Preparations

A work date is scheduled with The Conservation Foundation for Saturday, March 23 to clear out encroaching vegetation from the existing gravel parking lot footprint.

The goal is to contain costs within the \$25,000 capital fund budget for improvements.

Scope of work needed to prepare for the soft opening includes:

- 1. Removal of the pit toilet structure.
- 2. Remove and replace the top 2" of gravel.
- 3. Install a new interpretive sign and kiosk.
- 4. Install the dedication marker in honor of Ben Stevenson.
- Complete ADA access improvements from the parking lot to the nearby bluff overlook area.
- 6. Install a new at-grade boardwalk and erosion control over the main path drain tile outlet near the existing steel storage shed.
- 7. Grade and install new gravel on the bluff slope for the main trail route.
- 8. Clear vegetation and safety hazards along the main trail to the dam overlook area.
- 9. Clear the existing pedestrian crossing bridge down to the base I-beams.
- 10. Install safety fencing and warning signage at the dam overlook and future pedestrian bridge crossing.

#### Grounds and Natural Resources Management Updates

The District's Grounds Maintenance staff did an excellent job keeping up with the winter weather impacts to preserves. The Shuh Shuh Gah canoe launch area will be cleaned up from flooding and re-opened next week. Subat Forest Preserve will remain closed to vehicular parking until the new entry drive approach is completed by KC Highway later this spring, with repairs to the washroom, trails and interpretive sign completed prior to reopening. Estimated date for reopening is May 31, 2019, perhaps sooner.

Basement flooding at the Pickerill Estate house was addressed on the same day the problem was detected by clearing out the building foundation's French drain tile. Innovative Underground responded to the call and was able to address the issue.

Grounds Maintenance staff have continued to keep trails clear of downed-tree material.

A&B Exteriors is wrapping up the siding and gutter improvements project at Harris Forest Preserve – Shelter 4. Over this past weekend, the District received a report that the Shelter 4 propane furnace was not functioning. Kendall Heating and Plumbing completed repairs on Monday.

Support from the Natural Resources Project Manager included support with completing management plans for the District's Illinois Dedicated Nature Preserve areas at Maramech and Tucker-Millington Fen. The District seeded the field adjacent to the Little Rock Creek parking lot with left-over materials from previous projects. Low-grow pollinator mix and woodland edge mix was installed within the 1.25-acre area into the soybean stubble.

Seed was also installed at Henneberry Forest Preserve within the area disturbed by the District's stormwater management project completed last fall.

The Natural Resources Project Manager also extended support for the Oswego East High School field trips, with students assisting with continued clearing and brush pile burning at Hoover Forest Preserve.

Preparations are underway to put in prescribed fire breaks for spring burns.

#### Ellis Lesson Horses

Nicole Norton, Equestrian Program Coordinator is requesting approval of the purchase of a new lesson horse ("Boomer"), a half-draft mix that will support heavier riders for lessons. The University of Illinois will accept a donation of the lesson horse "Cash," with the most recent bloodwork indicating liver cancer.

#### Millbrook Bridge Demolition

HLR has not been able to complete surveys due to high-water persisting in the Fox River. This will delay development of bid specifications and bidding for the project. HLR was requested to contact potential contractors to inform them that the project will be bid-out later this year.

#### Fox River Bluffs Cropland Conversion Project

The Huddleston-McBride tile survey was delayed due to scheduling, and will be completed later this spring. With no rush to complete the tree mitigation project, the District will examine alternative cost-saving approaches for the restoration. The District will handle seeding of the area late-fall or winter once the parking area, welcome center, and trail improvements are completed under the RTP grant. Browse-corrals, trees, shrubs, and perennials will be planted in May 2020, and completed after summer. Costs may be significantly reduced by completing the planting and restoration in-house.

Respectfully submitted,

David Guritz

To: Kendall County Board of Commissioners- Committee of the Whole

From: Emily Dombrowski, Environmental Education Programs Manager

RE: Education Department Monthly Report

Date: March 12, 2019

The Education Department Staff has had a very busy winter programming season. We had two very successful large events. On February 16<sup>th</sup> we hosted our Winter Woodlands and Wildlife Festival, over 200 people attended the festival. Attendees participated in children's activities, hands-on restoration stations, live animal encounters, the IDNR's mobile wildlife unit, and a food truck. We also had our 4<sup>th</sup> annual Makin' Maple Magic program on March 9<sup>th</sup>. 42 people attended this program. Silver Dollar Restaurant donated the pancakes again for the program!

We are excited to announce that we have been awarded the K-12 Pollinator grant of \$11,000 from the Illinois Clean Energy Community Foundation. This award will help to pay for seeds, plugs, and educational programs in fall 2019 through fall of 2020.

We will be hosting an ENTICE Workshop for teachers on April 27<sup>th</sup> on Pollinators.

We are looking forward to and getting ready for our spring season of school programs. Every weekday in May is booked with a school program and April is getting booked also.

#### Course Revenue - Summary Report Spring 2019

#### **Environmental Education**

#### **Public Programs**

Course#	Course Title	Registration Type	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
3	Making Maple Magic	Session	\$56.00	42	75	56%	\$264.00
	Totals Fo	r Public Programs	\$56.00	42	75	56%	\$264.00

#### **Summer Camp**

Course#	Course Title	Registration Type	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
1	Imagine, Invent, Inspire (4-7 yrs)	Session	\$110.00	1	16	6%	\$1,650.00
2	Imagine, Invent, Inspire (8-12 yrs)	Session	\$220.00	4	16	25%	\$1,320.00
	T	otals For Summer Camp	\$330.00	5	32	16%	\$2,970.00
	Totals For E	nvironmental Education	\$386.00	47	107	44%	\$3,234.00
		Grand Totals	\$386.00	47	107	44%	\$3,234.00

## Facility Revenue - Summary Report Receipt Dates: 2/1/2019 - 2/28/2019

## Facility Category Forest Preserve

Facility	Room	Use Type	Revenue	Refund	Total
Hoover Forest Preserve	Blazing Star	Other	\$390.00		\$390.00
Hoover Forest Preserve	Blazing Star	Scout Outing	\$420.00		\$420.00
Hoover Forest Preserve	Kingfisher	Other	\$585.00		\$585.00
Hoover Forest Preserve	Kingfisher	Scout Outing	\$1,020.00		\$1,020.00
Hoover Forest Preserve	Moonseed	Other	\$900.00		\$900.00
Hoover Forest Preserve	Group Campsite C	Scout Outing	\$195.00		\$195.00
Hoover Forest Preserve	Meadowhawk Lodge	Bridal Shower	\$555.00		\$555.00
Hoover Forest Preserve	Meadowhawk Lodge	Family Outing	\$95.00		\$95.00
Hoover Forest Preserve	Meadowhawk Lodge	Other	\$1,305.00		\$1,305.00
Hoover Forest Preserve	Meadowhawk Lodge	School Outing	\$617.50		\$617.50
Harris Forest Preserve	Shelter 1	Graduation Open House	\$50.00		\$50.00
Harris Forest Preserve	Shelter 4	Birthday Party	\$50.00		\$50.00
Harris Forest Preserve	Shelter 4	Family Outing	\$125.00		\$125.00
Jay Woods Forest Preserve	Jay Woods	Family Reunion	\$100.00		\$100.00
		Totals For Forest Preserve	\$6,407.50		\$6,407.50

# Facility Category Historic Courthouse

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Facility	Room	Use Type	Revenue	Refund	Total
Historic Courthouse	East Wing Conference Room	Other	\$240.00		\$240.00
		Totals For Historic Courthouse	\$240.00		\$240.00
		Room Rental Totals	\$6.647.50		\$6.647.50



#### February 2019

This month continued the trend of difficult weather, and we had several more snow/ice removal and treatment days. We also had a couple wind storms resulting in several days of trail clearing, and hazard removal. We gathered logs for, and split firewood a few days while clearing, and continued processing and hauling cut honeysuckle from contractor to clean up, to get it out of the way. We had Innovative out a couple days again to continue chasing the waste water line issues, and I back filled hole from Vac truck excavation when materials thawed enough to move. We had regular rentals, and events, and some extra cleaning with the weather conditions, and replaced damaged door jam trim at lodge.

Jay

S	Kendall County Invoice # Descr	COMBINED Claims Listing	isting	Budget #	03/08/19 7:5	7:56:06 AM Page	je 011
	Desca		Date		Account Description	Dist Amount	
FOREST PRESERVE EXPENDITURE							
ОМАНА 3/4/19:ED ОЕ ОМАНА 3/4/19:DG WA 33129863 MC	OFFICI WATER- MONTHI	E SUPPLIES -HC, OFFICE SUP LY LEASE FEB 20	03/19/19 03/19/19 03/19/19	27020006200 27020006200 27020006200	OFFICE SUPPLIES & POSTAGE OFFICE SUPPLIES & POSTAGE OFFICE SUPPLIES & POSTAGE	35.87 83.25 203.01 322.13*	** bantrim ** bantrim ** ghauge
2/28/19:ARENA HA 2/28/19:HA HA 2/27/19:RY RI	HARRI HARRI RICHA	S ARENA S RD YOUNG	03/19/19 03/19/19 03/19/19	27020006351 27020006351 27020006351	ELECTRIC ELECTRIC ELECTRIC	27.87 79.79 28.93 136.59*	bantrim bantrim bantrim
BANK OMAHA 3/4/19:DG BRIDA SOLUTIONS, INC. 19-003 YORKV 2/2019 WEB H	Z X Z	L EXPO, WINTERFILLE GUIDE AD OST/JOB ADS	03/19/19 03/19/19 03/19/19	27020006843 27020006843 27020006843	PROMOTION/PUBLICITY PROMOTION/PUBLICITY PROMOTION/PUBLICITY	171.40 675.00 695.95 1,542.35*	** bantrim bantrim bantrim
				Total FOR	FOREST PRESERVE EXPENDITURE	2,001.07*	
BANK OMAHA 3/4/19:DG EL-AI		H 3	03/19/19	27021007076	UTILITIES - ELLIS HOUSE	127.67	** bantrim
OMAHA 3/4/19:MV ELLIS	V.	S-OFFICE SUPPLIE	03/19/19	27021007077	OFFICE SUPPLIES & POSTAGE	251.99	** bantrim
MAR 2019 ELLIS	~,	S WATER-MAR 2019	03/19/19	27021007080	GROUNDS & MAINT - ELLIS H	25.00*	bantrim
				Total ELL	ELLIS HOUSE	404.66*	
43112 ELLIS 42554 ELLIS		SUPPLIES SUPPLIES	03/19/19 03/19/19	27021027080 27021027080	GROUNDS & MAINT - ELLIS G GROUNDS & MAINT - ELLIS G	77.37 62.97 140.34*	bantrim bantrim
				Total ELL	Total ELLIS GROUNDS	140.34*	
EQUINE VETERINARY PRACTICE LLC 2/28/19 ELLIS		IS-VET CARE	03/19/19	27021107084	VET & FARRIER - ELLIS CAM	1 60.67	** bantrim

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Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount	
					Total ELI	ELLIS CAMPS	*49.09	
	ELLIS RIDING LESSONS							
248 060304 249 060304	FIRST NATIONAL BANK OMAHA FIRST NATIONAL BANK OMAHA	3/4/19:MV 3/4/19:DG	ELLIS-ANIMAL SUPPLIE EL_WOOD SHAVINGS	03/19/19	27021117082 27021117082	ANIMAL CARE & SUPPLIES -	158.99 1,091.93 1,250.92*	** bantrim ** bantrim
250 051936 251 101300	EQUINE VETERINARY PRACTICE LLC JOHN RYAN HORSESHOEING	LLC 2/28/19 0822/19:ELL	ELLIS-VET CARE ELLIS-VET CARE	03/19/19 03/19/19	27021117084 27021117084	VET & FARRIER - ELLIS RID VET & FARRIER - ELLIS RID	60.67 200.00 260.67*	** bantrim ** bantrim
	ELLIS BIRTHDAY PARTIES				Total ELI	ELLIS RIDING LESSONS	1,511.59*	
252 060304	FIRST NATIONAL BANK OMAHA	3/4/19:MV	ELLIS-ANIMAL SUPPLIE	03/19/19	27021127082	ANIMAL CARE & SUPPLIES -	62.00	** bantrim
253 051936 254 060304 255 101300	EQUINE VETERINARY PRACTICE LLC FIRST NATIONAL BANK OMAHA JOHN RYAN HORSESHOEING	LLC 2/28/19 3/4/19:MV 0822/19:ELL	ELLIS-VET CARE ELLIS-VET CARE ELLIS-VET CARE	03/19/19 03/19/19 03/19/19	27021127084 27021127084 27021127084	VET & FERRIER - ELLIS B-D VET & FERRIER - ELLIS B-D VET & FERRIER - ELLIS B-D	60.66 265.71 100.00 426.37*	** bantrim ** bantrim ** bantrim
					Total ELI	ELLIS BIRTHDAY PARTIES	488.37*	
	ELLIS WEDDINGS							
256 060304	FIRST NATIONAL BANK OMAHA	3/4/19:DG	EL-REFUSE P/U	03/19/19	27021207078	REFUSE PICKUP - ELLIS	117.30	** bantrim
					Total ELI	Total ELLIS WEDDINGS	117.30*	
	ELLIS OTHER RENTALS							
257 132035	RHETA MURDAUGH	2/9/19:EL	EL-BIRTHDAY SEC DEP	03/19/19	27021217088	SECURITY DEPOSIT REFUND	150.00	bantrim
					Total ELI	ELLIS OTHER RENTALS	150.00*	
	ELLIS 5K							
258 060304	FIRST NATIONAL BANK OMAHA	3/4/19:ED	BRIDAL EXPO	03/19/19	27021307087	PROG SUPPLIES - ELLIS 5K	69.02*	** bantrim
					Total ELI	ELLIS 5K	69.02*	
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259 231020 260 231020	WIRE WIZARD OF ILLINOIS INC WIRE WIZARD OF ILLINOIS INC	31097,98 31097,98	HVR ML ALARM MONITOR HVR ALARM MONITORING	03/19/19	27022006862	HOOVER - OTHER UTILITIES HOOVER - OTHER UTILITIES	180.00 105.00 285.00*	bantrim bantrim

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Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount	
					Total NAI	Total NATURAL AREA VOLUNTEER	85.66*	
	GROUNDS & NATURAL RESOURCES							
273 220626	VERIZON (FORESI PRESERVE)	9824486744	CELL PHONES	03/19/19	27025006207	TELEPHONE - GROUNDS & NAT	876.69	bantrim
	ATLAS BOBCAT DEKANE EQUIPMENT CORP JOHN DEERE FINANCIAL MENARDS	BV8962 IA62382 1844788 42856	HOOVER-BELT KUBOTA-BLADES HARRIS-MOWER REPAIR HOOVER-SAW BLADES	03/19/19 03/19/19 03/19/19 03/19/19	27025006216 27025006216 27025006216 27025006216	EQUIP - GROUNDS & NATURAL	25.23 63.93 54.30 67.92	bantrim bantrim bantrim bantrim
278 130506 279 251510	MENARDS YORKVILLE NAPA AUTO PARTS	42708 217846,219588	HOOVER-SAW BLADES HARRIS-EQUIP OIL, FIL	03/19/19	27025006216 27025006216	- GROUNDS &	59.27 138.05 408.70*	bantrim bantrim
280 110531	KENDALL CO HIGHWAY DEPT	FEB 2019	MAR 2019-GAS/DIESEL	03/19/19	27025006217	FUEL - GAS & OIL	648.53	bantrim
281 060304 282 060304	FIRST NATIONAL BANK OMAHA FIRST NATIONAL BANK OMAHA	3/4/19:DG 3/4/19:DG	HA-REFUSE P/U HVR-REFUSE P/U	03/19/19 03/19/19	27025006847 27025006847	REFUSE PICKUP - GROUNDS & REFUSE PICKUP - GROUNDS &	155.55 153.30 308.85*	** bantrim ** bantrim
283 101297 284 130506 285 251510	JOHN DEERE FINANCIAL MENARDS YORKVILLE NAPA AUTO PARTS	2/27/19:EL 42586 217846,219588	HARRIS SHOP SUPPLIES HARRIS-ICE MELT HARRIS SHOP SUPPLIES	03/19/19 03/19/19 03/19/19	27025007089 27025007089 27025007089	SUPPLIES - SHOP SUPPLIES - SHOP SUPPLIES - SHOP	46.93 32.97 4.37 84.27*	** bantrim bantrim bantrim
					Total GRC	Total GROUNDS & NATURAL RESOURCES	2,327.04*	
	Pickerill-Pigott Forest Preserve	erve						
286 031510	COMMONWEALTH EDISON	2/26/19	PICKERILL	03/19/19	27026006351	ELECTRIC - PICKERILL PIGO	1,087.59	bantrim
					Total Pic	Total Pickerill-Pigott Forest Prese	1,087.59*	

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Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	ription	Dist Amount		
	FP BOND PROCEEDS 2007									
357 160985	PIZZO & ASSOC, LTD	21168	HVR-WOODY CLEARING	03/19/19	03/19/19 95020006830 NATURAL AREAS MANAGEMENT	NATURAL AREA	S MANAGEMENT	9,880.00		bantrim
358 091312	INNOVATIVE UNDERGROUND, LLC	1261	HOOVER-SEWER MAINT	03/19/19	03/19/19 95020006859 BUILDING IMPROVEMENTS / D	BUILDING IMP	ROVEMENTS /	980.00		bantrim
					Total FP 1	Total FP BOND PROCEEDS 2007	2007	10,860.00*	*0	
					GRAND TOTAL	T.		\$20,468.28	38.28	

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Pickerill Estate House Conversion for Public Use

Architectural Firm Feasibility Study and Cost Estimation Services

Date: March 11, 2019

Proposals have been received from two invited architectural firms to complete a feasibility study for the conversion of the Pickerill Estate House for public use:

1. Kluber Architects + Engineers \$8,875

Reimbursable expenses at cost

2. Charles Vincent George Architects \$20,000

Reimbursable expenses at cost + 15%

Both firms were sent the attached RFP. Both firms were responsive, completing an initial site visit and inspection in February 2019, with Kluber Architects + Engineers completing a second follow-up inspection with a project engineer.

Both firms' assigned project leads and support staff are highly-qualified, and have experience with completing similar studies and extending cost-estimation services for the design and conversion of existing residential buildings for public occupancy.

The proposal received from CVG outlines a specific process for development of the final concept plan and construction cost estimates. The proposal includes 2 site visits and 3 staff meetings to develop the program plan for use of interior spaces, with presentation of the draft scope for improvements (feedback session), and final report to the Committee of the Whole.

The proposal received from Kluber Architects includes a kick-off meeting to discuss project goals and build understanding of the proposed new use, presentation of preliminary options for District review, a review meeting with the District of the preliminary plans and options prior to the formal presentation, and formal presentation and report to the Committee of the Whole to present findings.

The CVG proposal includes contracted engineering services with WT Engineering.

The Kluber Architects + Engineers includes completion of engineering services inhouse.

The District's Call for Proposals takes a minimum cost approach to determine the base costs for construction for opening the facility to the public. Because the scope of work is limited in terms of repurposing the structure's as-built floorplans with only minor modifications or significant design changes, District staff recommends the selection of Kluber Architects + Engineers for this project.

The Kluber proposal indicates that the firm will prepare a contract for review and approval. The anticipated timeframe for contract approval is the April 2, 2019 Commission meeting.

### KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET YORKVILLE, IL 60560

#### Request for Proposals from Invited Architectural Firms

Kendall County Forest Preserve District Ken Pickerill Estate House Conversion to Multi-Purpose Public Use Feasibility Study and Construction Cost Estimation

February 11, 2019

#### Introduction

Kendall County Forest Preserve District is requesting proposals from invited architectural firms to provide detailed cost estimates for the conversion of the Ken Pickerill Estate House at Pickerill-Pigott Forest Preserve in Yorkville to a multi-purpose publically-accessible facility. The address for the estate house is 6350A Minkler Road, Yorkville, IL 60560.

#### Scope of Work Requested

Following State and local building code review, provide cost estimates and narrative for the following:

- ADA access plan (first-floor only)
  - a. Building access ramps
  - b. Actuated entry doors
  - Widening of interior doors and interior fixtures to meet ADA code
  - d. Elevator for second floor access (include as an alternate only, provided the State allows for second floor to be used for storage only)
- Fire alarm (wireless detectors and monitoring) and public building code improvements including emergency lights, audio/visual alarm indicators; wireless control panel with wireless monitoring, or dedicated phone line circuit if needed
- Septic field installation based on first-floor maximum capacity
- 4. Asbestos abatement as needed based on anticipated disturbances
- 5. Interior floor finishes to meet ADA requirements (1st floor only)
- 6. Interior bathroom remodeling to meet ADA and other code requirements
- 7. Interior electrical lighting fixture improvements (LED fixtures); circuit breaker upgrades; code-required GFI outlets
- 8. Other required improvements and replacements

<sup>\*</sup>Cost estimates should include architectural design fees as necessary for the development of bid/contractor specifications

Stretch-goal alternates:

- 1. Exterior security lighting fixtures (street light; front and rear entry ways)
- Exterior elevations wood fascia replacement
- Elevator
- 4. ADA interior threshold widening; bathroom remodeling; other code requirements
- 5. Interior painting

#### **Project Timeframe**

Proposals will be reviewed at the February 28, 2019 Finance Committee meeting, and presented during the Committee of the Whole meeting on March 12, 2019.

Invited firms will be invited to present their proposals to the Committee of the Whole. Firm presentations should include the proposed timeframe for completing the study.

The District's Committee of the Whole will provide direction for the award of a professional services contract to complete the feasibility study and construction cost estimation report.

The selected architectural firm will present their final report, cost estimates, interior floor plans, and exterior lighting and access plan to the Board of Commissioners. Schedule TBD, but no later than May 31, 2019.

#### Required Meeting(s)

- 1. Committee of the Whole (Proposal Phase)
- 2. Committee of the Whole (Final Presentation)

#### **District Representative Contact Information**

David Guritz, Director 110 W. Madison Street Yorkville, IL 60560 630-553-4131 dguritz@co.kendall.il.us

#### **Available Documentation**

- 1. Midwest Environmental Consultants Asbestos Testing Report
- 2. Discovery Home Inspection Report
- 3. Basement, first and second floor architectural floor plans and elevation concept drawings
- 4. Existing cavitat septic system design



February 21, 2019

David Guritz, Executive Director Kendall County Forest Preserve District 110 W Madison Street Yorkville, IL 60560

RE: Pickerill-Pigott Forest Preserve: Public Access Phase I OSLAD

Dear Dave,

Congratulations on the award of the OSLAD Grant for the Pickerill-Pigott Forest Preserve project. We are excited for the opportunity to submit a proposal for the Public Access Phase I OSLAD Development project.

Having worked with you on the development of the master plan and OSLAD grant, Upland Design will provide specific project experience and knowledge of the site. I will lead and coordinate the design team along with landscape architects Maria Blood and Heath Wright from Upland Design. We have brought on civil engineers and ecologist with Hey and Associates to assist with stormwater design and permitting. Additionally, Prairie Land Survey will prepare a survey for the project.

Enclosed is a detailed proposal along with costs and a schedule. We look forward to seeing this great project get built. Feel free to contact me with any questions.

Sincerely,

Michelle A. Kelly, PLA, CPSI

Juin Chely

President & Principal Landscape Architect



#### **Kendall County Forest Preserve District**

Pickerill-Pigott Forest Preserve: Public Access Phase I OSLAD Development

The Kendall County Forest Preserve District, the Owner, undertook a master plan process in 2018 with the assistance of Upland Design Ltd, the Firm, for the Pickerill-Pigott Forest Preserve. A multi-phase development plan was created for the 96-acre site. In 2019, an IDNR OSLAD grant was awarded for the Phase I development. The Phase I amenities include the following:

- Access Drive
- West Parking Lot
- Entry Drive Circle and ADA Parking
- Loop Trail at Lower Pond
- Trail from Parking Lot to Overlook
- Trail Markers
- High Point Overlook
- Picnic Area Shelter
- Wayfinding Plaza and Signage
- Restroom

The construction budget is \$569,500 for the improvements listed above. The project is to be publically bid as one package.

<u>Project Scope:</u> Upland Design Ltd along with civil engineers and ecologists at Hey and Associates Inc and surveyors from Prairie Land Survey, propose to accomplish the following work items to assist the Forest Preserve with Phase I development at Pickerill-Pigott Forest Preserve. An approximate time line is indicated for each work item, and actual dates will be set to accommodate Kendall County Forest Preserve District needs. The project is to be implemented through public bidding and construction by a general contractor.

Base Information March-April 2019

**Survey:** A topographic survey will be completed by an Illinois Registered Land Surveyor, for the areas where paved or gravel construction will occur including the existing drive and turnaround. Areas where only grass trail will be created will not be surveyed. The survey will be used as a base for construction document preparation. See a survey area map attached to the proposal.

**Soil Borings:** Upland will obtain a quote from a geotechnical company that can perform soil boring and analysis. The District can then hire the boring company directly. The intent of the boring report will be to determine the soil's load bearing capacity as well as the topsoil depths at the proposed construction area.

**Wetland Delineation:** Unless required by permitting agencies, a wetland delineation will not be part of this phase. The proposed work will be located away from known wetland areas. There is no known flood plain or flood way on the site.

#### **Design Development Plans**

April - May 2019

Upland Design Ltd will prepare design development plans based on the proposed elements listed above. The plans will include layout of amenities, site benches, restroom, the picnic shelter and signage. The cost estimate will be updated from the master plan estimate. A meeting will be held with the District's Committee of the Whole to review the plans, preliminary details, costs and chart of furniture including benches and signage. (1 meeting)

#### Construction Plans, Specifications and Bid Proposal

May - July, 2019

Based on the design development plans, Upland Design will prepare a set of construction plans, specifications and bid proposal for public bidding. Construction documents will address the following:

- Existing Conditions and Removal
- Layout
- Grading and Drainage
- Soil Erosion Prevention
- Proposed Landscape Restoration
- Construction Details
- General and Technical Specifications
- Bid Proposal Form

The specifications will cover each area of construction. A review meeting at 50% and 95% complete construction documents will take place with Kendall County Forest Preserve District. An updated estimate of construction costs

will be available for review at this meeting. Comments from this meeting will be incorporated into the documents. (2 meetings)

Permits: Kendall County building and stormwater permits are expected for the project. Plans will be prepared to meet the permit requirements and a pre-submittal meeting with the County will be scheduled to review the project. The new impervious surface requires a Kendall County Stomwater Permit and potenial detention area. Working with the Forest Preserve, we will request a variance for the need for stormwater detnetion on the site. Hey and Associates will model and/or prepare calculations for site stomwater design when required as part of the variance request. Hey will also review and stamp the plans. A creative approach to reduce disturbance while meeting County requirements will be taken. An IEPA NOI permit will be required and the design team will submit this as well. The Forest Preserve will pay for any permit fees.

No work is proposed in floodplain nor wetland areas so IDNR and Corp of Engineer permits are not included in the scope of services. No electrical is expected so electrical permits are not included.

Bidding August, 2019

The bid documents will be distributed through Accurate Repro who will provide both digital and paper copies as requested by bidders. Upland Design will contact contractors with an invitation to bid. The District will place the legal ad in a local paper and perform any other procedure as required by local purchasing policies. Upland Design will be available to answer questions during bidding, will be present at the bid opening, check bids for math accuracy, and review the bids with staff. If necessary, references will be contacted and a letter summarizing bidding and references will be written. (1 meeting)

#### **Construction Observation**

Fall 2019 - Spring 2020

Upon award of a contract, Upland Design staff will make fifteen total sites visits. The District staff will make additional site visits during construction and the District as Owner will engage the general contractor on any work deficiencies, understanding that Upland Design will report and document deficiencies noted during construction visits. Contractor submittals and pay applications will be reviewed by Upland Design Ltd prior to forwarding to the Forest Preserve. Certified Payroll will not be reviewed by Upland Design Ltd. At project completion, the fifteenth site visit will be a walk through with District staff in order to develop a punch list. Upland Design will be available by phone to answer questions, review pay applications and submittals. (15 site visits)

The Firm shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement. The Firm shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor shall the Firm be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the Contract Documents.

**IDNR As-Built:** Upland Design will prepare an 11" x 17" site plan at the conclusion of construction to show the final project elements in their approximate locations and sizes. This is required for grant reimbursement submittal. It is not a new survey of the site, but a record drawing. The Owner is responsible for completion of all forms required by the IDNR to secure funding of the OSLAD grant. Upland Design can assist with coordination upon request.

#### Pickerill-Pigott Forest Preserve: Public Access Phase I OSLAD

#### **Professional Fees**

The following lump sum fees are for the professional services listed herein including landscape architecture, civil engineering and survey professionals. Fees will be charged for work completed and invoicing will describe the work.

Total Professional Fee	\$52,500	
Construction Observation	\$ 13,930	
Bidding	\$ 1,820	
Permitting	\$ 9,800	
Construction Documents	\$16,950	
Design Development	\$ 5,200	
Site Survey	\$ 4,800	

#### **Estimate of Permit Fees:**

IEPA NOI Permit: \$1,000 (a request to waive this may be granted)

County Stormwater Water Review Fee: \$3,000 (actual review costs for project will be charged)

County Building Permit: Estimate \$322 (they charge ½ price for government agencies)

Soil Boring Estimate: \$3,000

#### **Estimated Reimbursable Costs:**

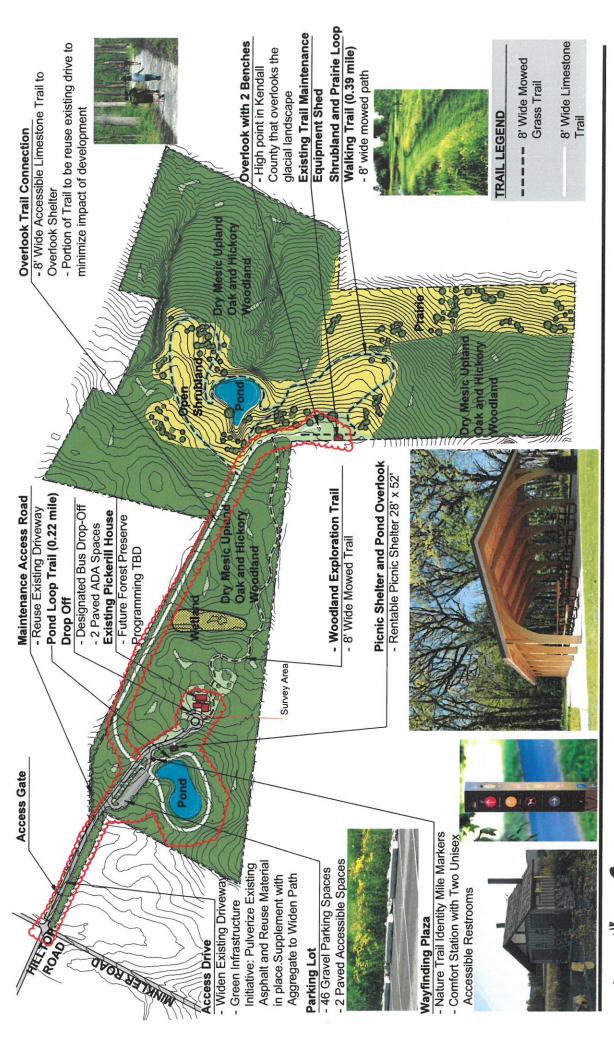
Reimbursable items will include plotting and printing of drawings at the direct cost to Upland Design Ltd and mileage reimbursement at the current IRS reimbursement rate. The estimate of reimbursable items for this project including printing plans for permit review is \$1,800.

#### **Optional Wetland Delineation Services**

Western half of property \$ 3,500

Entire 96 Acre Site: \$4,750

Corp of Engineer Wetland Jurisdictional Review: \$900







KENDALL) COUNTY FOREST PRESERVE DISTRICT

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Hoover Rail Crossing Improvements Updates

Date: March 12, 2019

The Hoover Rail Crossing Improvements Project is now on track for completion in late-May and early-June.

#### **Crossing Agreement Progress**

Direction is needed from the Committee of the Whole to sign the crossing agreement application. Submission of the application will begin the process for the United City of Yorkville to negotiate the crossing agreement. The United City of Yorkville City Council has approved the application by resolution. The District and United City of Yorkville are submitting a joint-application. OmniTRAX has waived the \$4,000 fee typically assigned for processing the application.

#### **Applications for the Purchase of Easements**

The District has communicated the need for ComEd and OmniTRAX to purchase 99-year easements to power the crossing gates and warning signals. The proposed easements are 20' from the centerline of the location of the electrical service lines. ComEd will be taking over the above ground and below ground service line infrastructure running from Fox Road to the south field of Meadowhawk Lodge. At this point, a new transformer will be installed, and new service line run under Hoover Road using incremental boring to establish the new electric service on OmniTRAX property. Both firms will be reimbursed under the FHA-IDOT rail safety grant.

Costs will be reviewed during the Committee of the Whole meeting, with a requested recommendation to move the proposed easement costs forward to Commission for approval.

Total purchase costs and District proceeds will be \$41,997.00.

The grant of easements will be formally approved once the purchase costs and final plats with legal descriptions are received. ASA Coffey will prepare the final documents for Commission approval.

## Resolution No. 2019-\_DQ

## A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN APPLICATION TO OMNI TRAX, INC. FOR A PUBLIC GRADE CROSSING OVER HOOVER DRIVE AT THE HOOVER DRIVE FOREST PRESERVE

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "City") is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Kendall County Forest Preserve District (the "District") owns Hoover Drive in the Hoover Forest Preserve, which connects to Fox Road, being located in Kendall Township (the "Subject Property"); and,

WHEREAS, on November 24, 2015, the District dedicated a right-of-way for highway purposes over the Subject Property to the City for use as "Hoover Road", while the District retained fee simple ownership of said right-of-way; and,

WHEREAS, the City and the District determined that the public interest is served by Hoover Drive being dedicated as a right-of-way for highway purposes to the City in order to qualify for a grant to assist with the costs of construction of warning devices and railroad crossing safety gates over the railroad tracks located on Hoover Road; and,

WHEREAS, in order for Omni TRAX, Inc., the owner of the railroad tracks over Hoover Road, to proceed with construction of warning devices and crossing safety gates, an application in the form attached hereto as *Exhibit* A, must be filed by the City and the District for a new public grade crossing.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. The foregoing recitals are hereby incorporated into this section as if fully reinstated herein; and,

Section 2. The City hereby approves the Public Grade Crossing Application, in the form attached hereto, to be filed jointly by the City and the District with Omni TRAX Inc. for the purposes of constructing warning devices and cross safety gates, it being understood that the District is responsible for all fees, costs or assessments to be incurred in connection therewith.

Section 3. That the Mayor and City Clerk are hereby authorized to execute the aforesaid Application and to undertake any and all actions necessary to implement its terms.

Section 4. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

	\/		6
CARLO COLOSIMO		KEN KOCH	
JACKIE MILSCHEWSKI		ARDEN JOE PLOCHER	1
CHRIS FUNKHOUSER		JOEL FRIEDERS	-6
SEAVER TARULIS		JASON PETERSON	

Passed by the Mayor and City

Illinois this 29 day of January, 2019.

Mayor

Mayor Passed by the Mayor and City Council of the United City of Yorkville, Kendall County,

Attest:

th Warren



#### **APPLICATION PROCESS & INSTRUCTIONS**

Telephone (303) 398-0400, Fax (866) 351-9503

### PUBLIC GRADE CROSSING APPLICATION

It is the Railroad's policy that two existing grade crossings must be removed for one new grade crossing installation to be approved. INCOMPLETE applications may result in processing delays. Applications submitted without the required fees will not be processed.

If this application is approved, applicant agrees to reimburse the railroad for any cost incurred by the applicant incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. A <u>non-refundable</u> fee in the amount of \$4,000 USD (\$5,328 CAD) is due with the application. In addition, fees will be assessed pursuant to a written crossing agreement.

(Be sure to list the check number(s) at the bottom of the cover sheet AND application)

A Fees wined per OmniTRAL

Make check(s) payable to:

OmniTRAX Inc. C/O AR Real Estate Department 252 Clayton Street Denver, CO 80206

(As information, future payments will also be sent to the address listed above.)

If the submitted application and/or plans require review by an environmental (HAZMAT) or other outside consultants, it will solely be at the applicant's expense and in addition to the aforementioned fees.

Once an executable Public Grade Crossing agreement is submitted to you, the agreement must be fully negotiated and executed within one hundred twenty (120) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

\*\*\*Canadian residents/businesses, this fee is a taxable supply, please include applicable GST\*\*\*

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: \_\_\_\_\_\_\_





#### **PUBLIC GRADE CROSSING APPLICATION**

Telephone (303) 398-0400, Fax (866) 351-9503

SECTION 1: TO BE COMPLETED FOR ALL CROSSINGS
1. Complete Legal Name of Applicant: 1) Kendall County Forest Preserve District; 2) United City of Yorkville
2. Agreement to be in the name of (if different from above):
3. Type of Entity (please mark one): Corporation LLC Individual Municipality X
Partnership General Limited Other
4. If applicable, state/province of incorporation or organization: State of Illinois
<ol> <li>Federal Tax Identification number (U.S. Leases): 1) 36-6006598; 2) 36-6006169</li> <li>Mailing Address: 1) 110 W. Madison Street Yorkville, Illinois 60560; 2) 800 Game Farm Road Yorkville, Illinois 60560</li> </ol>
7. Overnight Delivery Service Address (if different):
8. Contact Person: 1) David Guritz 2) Bart Olson Title: 1) Executive Director; 2) City Administrator
9. Phone No.1 630 ) 553-4131 2) 630-553-8537 Fax No.1 630 ) 553-4023; 2) N/A
10. Email: 1) kcforest@co.kendall.il.us; bolson@yorkville.il.us
11. Email Address Where Notices Can be Sent to: kcforest@co.kendall.il.us; bolson@co.kendall.il.us
12 Rilling Contact Name Phone Number and Address Required:
1) David Guritz, Executive Director (630) 553-4131 110 W. Madison Street Yorkville, IL 60560
2) Bart Olson, City Administrator (630) 553-8537 800 Game Farm Road Yorkville, Illinois 60560
13. Type of Road Crossing:
Private Farm Crossing Private Commercial Crossing Contractor's Crossing
Pedestrian Overpass X Pedestrian Underpass Other
Permanent Use Temporary Use for Mos Reconstruction
14. Crossing will be used to access Hoover Forest Preserve, Yorkville, Illinois
15. Proposed Width of Crossing: Per FHA-IDOT specifications (plans developed/submitted by OmniTRAX)
16. Desired Material for Crossing (circle one): Wood Planks / Concrete / Asphalt / Rubber / Other
17. Type of Vehicles to be driven over crossing:
X Passenger Cars Recreational Vehicles _X_ Pickups
Farm EquipmentX Heavy Construction Equipment Other School buses
18. Approximate number of daily one way trips over the crossing 300 typical (varies seasonally)
19. Name of Owner of Property to be served by crossing Kendall County Forest Preserve District
20. Address if different than above
21. Railroad being crossed: Illinois Railway at Hoover Road, Yorkville, Illinois
22. Milepost (application will not be processed without a MP) 51.59
23. Crossing is located in the: Section 31 Township 37N Range 7E
(Example: SE ¼ of NW ¼ Section 15, Township 39N, Range 12E)
In/Near the City of Yorkville County Kendall State Illinois
Attach a legal description of your property to be served by the crossing and a property or county map showing the location
of the crossing. Indicate on the map the distance measured along the track between the crossing and fixed objects in the
vicinity (i.e., bridge, culvert, railroad mile marker, public road).



#### **PUBLIC GRADE CROSSING APPLICATION**

Telephone (303) 398-0400, Fax (866) 351-9503

SECTION 2: TO BE COMPLETED FOR EXISTING CROSSII Name(s) of previous users of crossing Boy Scouts				
	N/A			
Dated w	rith			
SECTION 3: TO BE COMPLETED FOR INSTALLATION OF	NEW CROSSINGS ONLY			
How the property is currently accessed?	Road is the only public road entrance to Hoover Forest Preserve.			
Why was the access to property not obtained from pre	vious owner?			
	Unsuccessful previous efforts to negotiate a crossing  ( ) South ( ) Fast ( ) West agreement with Landrail.			
Desired crossing will be feet ( ) North	( / South ( ) Last ( ) West			
Of nearest ( ) Public				
Track is inft. cut/fill Number tracks cros	.,			
Per design specifications submitted to IDOT by On	nniTRAX per ICC Order.			
<b>SECTION 4: REQUIRED Location: Geographical Coordin</b>	ates (in decimal degrees)			
Latitude 41.63305800 Longit	rude88.47526500			
By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine credit worthiness.  I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.				
Date: December 7, 2018  Signature: David Guritz / Bart Olson  Title: Executive Director / City Administrator	LIST CHECK NUMBER(S):			
Phone No.: 630-553-4131 / 630-553-8537				

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION

Hoover Forest Preserve
FHA-IDOT Rail Crossing Improvement Project
ICC Docket T16-0003
Hoover Forest Preserve
Easement Cost Estimates - ComEd

#### KENDALL COUNTY FOREST PRESERVE DISTRICT

#### Ordinance #06-04-01 Easement Cost Calculation (99-years)

ORDINANCE REGARDING THE GRANTING OF EASEMENTS AND LICENSES

#### Application Fee (Section 8A)

\$750

#### Monetary Fee Calculation (Section 8.B.1.a)

Fair Market Value + \$25,000 per acre

Per Acre Cost Calculations

Fair Market Value Comparable - 2015 Fox River Bluffs Acquisition Cost

Fox River Bluffs Forest Preserve Ordinance-assigned Cost

\$13,437 per acre \$25,000 per acre

TOTAL

\$38,437 per acre

#### **Area Calculations**

#### Area 1

Fox Road to Existing Electrical Pole (Overhead Line)

ComEd Easement Centerline Length Estimate 900 feet
Easement Width Estimate (15' from centerline) 30 feet

Area 1 Total Area 27,000 square feet

Area 2

Existing Electrical Pole to OmniTRAX-Illinois Railway Proposed Easement

ComEd Easement Centerline Length Estimate 585 feet
Easement Width Estimate (15' from centerline) 30 feet

Area 2 Total Area 17,550 square feet

Area 1 + Area 2 Easement Cost Estimate

27,000 square feet + 17,550 square feet = 44,550 square feet = 1.0227 acres

1.0227 acres X 38,437 per acre = \$39,310

Tree Replacement Fee Calculation (Section 8C) Quantity

\$500 DBH 2 to 8 inches Total
\$1,000 DBH 8 inches or greater Total

MV DBH greater than 20 inches Total

Tree inventory required N/A

Reimbursements to the District (Section 8D)

Out-of-pocket costs

\$50 per hour

Total

N/A

Wetland Report (Section 9B)

Not required

Hoover Forest Preserve
FHA-IDOT Rail Crossing Improvement Project
ICC Docket T16-0003
Hoover Forest Preserve
Easement Cost Estimates - OmniTRAX - Illinois Railway

#### KENDALL COUNTY FOREST PRESERVE DISTRICT

Ordinance #06-04-01 Easement Cost Calculation (99-years)

ORDINANCE REGARDING THE GRANTING OF EASEMENTS AND LICENSES

#### Application Fee (Section 8A)

\$750

#### Monetary Fee Calculation (Section 8.B.1.a)

Fair Market Value + \$25,000 per acre

Per Acre Cost Calculations

Fair Market Value Comparable - 2015 Fox River Bluffs Acquisition Cost

Fox River Bluffs Forest Preserve

\$13,437 per acre

Ordinance-assigned Cost

\$25,000 per acre

TOTAL \$38,437 per acre

#### **Area Calculations**

#### Area 1

ComEd Easement South Boundary to IL Railway ROW

Plat of Easement Centerline Length Estimate

54 feet

Easement Width Estimate (15' from centerline)

25 feet

Ordinance Minimum

Area 1 Total Area

1,350 square feet

#### **Area 1 Easement Cost Estimate**

1,350 square feet =

.0309 acres

0.0309 acres X 38,437 per acre =

\$1,187

#### Tree Replacement Fee Calculation (Section 8C) Quantity

\$500 DBH 2 to 8 inches Total
\$1,000 DBH 8 inches or greater Total

MV DBH greater than 20 inches Total

No tree inventory req.

N/A

Reimbursements to the District (Section 8D)	Quantity		
Out-of-pocket costs	\$50 per hour	Total	N/A

Wetland Report (Section 9B)

Not required

Proposed ComEd-OmniTRAX Easements at Hoover Forest Preserve

## KENDALL COUNTY FOREST PRESERVE DISTRICT KENDALL COUNTY, ILLINOIS

## ORDINANCE REGARDING THE GRANTING OF EASEMENTS AND LICENSES ORDINANCE NUMBER 06-04-01

WHEREAS, pursuant to Section 6 of the Downstate Forest Preserve Act, 70 ILCS 805/6, the Kendall County Forest Preserve District ('District') has the "power to grant licenses, easements and rights-of-way for the construction, operation and maintenance upon, under or across any property of (the) District of facilities for water, sewage, telephone, telegraph, electric, gas or other public service, subject to such terms and conditions as may be determined by (the) District"; and

WHEREAS, pursuant to Section 8 of the Downstate Forest Preserve Act, 70 ILCS 805/8, the District has the "power to pass and enforce all necessary ordinances, rules and regulations for the management of the property and conduct of the business of (the) District; and

WHEREAS, it is reasonable, necessary, and desirable for the District to adopt this ordinance ('Ordinance') to provide the rules, regulations and conditions applicable to the District's issuance of licenses and easements for the public services and for such rules, regulations and conditions to provide for the protection and preservation of the property, facilities, flora, fauna, and scenic beauties of the District, and for the general safety of the public; and

WHEREAS, pursuant to the authorities cited above, the District has the authority and the power to adopt this Ordinance;

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Kendall County Forest Preserve District, Kendall County, Illinois that:

- 1. <u>Recitals</u>. The recitals set for above are incorporated as part of this Ordinance by this reference.
- 2. Applicability of Ordinance. This Ordinance shall apply to all requests for any person, partnership, corporation, public utility, federal, state, or local government entity ('Applicant') to use District property for the installation, operation, maintenance, repair, relocation, replacement, or removal ('Work') of and facilities or structures to be owned or controlled by such Applicant ('Facilities') for water, sanitary sewer, storm sewer, telephone, telegraph, fiber optics, electric, gas, roadway, or other public service ('Public Services') across, over, under, in, or upon any real property owned by the District. It shall be unlawful for any Applicant to perform any Work on or relating to any Facilities on any

- District property unless the District has first granted a license or easement to such Applicant in accordance with this Ordinance.
- Application for License or Easement. Each applicant that desires a 3. license or easement shall submit an application for the same to the District ('Application'). The Application shall (i) include plans depicting and describing the Work, Facilities, and Public Services; (ii) include a map or plat identifying the location and dimensions of the area of District Property within which the Applicant is requesting a license or easement ('Subject Property'); (iii) state whether the Applicant desires a license or an easement; (iv) identify the proposed duration of the requested license or easement and the life expectancy of the Facilities; (v) identify the proposed methods and schedules for the Work; (vi) include the required Application Fee provided for under this Ordinance; (vii) include a tree survey (as defined herein); (vii) include a wetland report (as defined herein) if requested by the Forest Preserve Director ('Director'); and (viii) describe the public benefit that would be provided by the Facilities. It is strongly encouraged that the Applicant meets with the Director to discuss the proposed easement or license prior to submitting Application and prior to incurring any expenses related to the proposal. The Director will discuss the process, scheduling, fees and any other apparent issues of the proposal. The Applicant should be aware that the approval process is normally expected to take a minimum of ninety (90) days.
- 4. <u>Initial Determination and Policy Direction</u>. The Director shall (i) review the Application and determine, based on this Ordinance, whether it shall be processed as an Application for a license or as an Application for an easement ('Initial Determination'); and (ii) present the Application to the Forest Preserve Committee ('Committee'). If the Committee instructs the Director to negotiate an easement or license agreement with the Applicant ('Policy Direction'), then the Director shall further process the Application in accordance with this Ordinance.

#### 5. Agreements and Authority.

- A. An easement or license shall be effective only if it is granted pursuant to an agreement ('Agreement') that has first been approved by an ordinance or resolution by a majority of the District's Board of Commissioners ('Board'). Policy Direction by the Committee is not sufficient to grant any easement or license rights. In approving an easement or license, the Board may waive specific provisions of this Ordinance if the Board determines that it is in the best interests of the District to do so.
- B. Notwithstanding any other provision of this Ordinance, the Board may determine not to approve an easement or license, and the Committee may determine not to recommend approval of an

easement or license for any reason, including without limitation, if the Board or Committee determines, in their sole and absolute discretion, that the Works, Facilities, or Public Services (i) may destroy or limit the present or future function, purpose, or utility of District property; (ii) may impede the present or future operation of any District property or program; (iii) may destroy, threaten, or disturb unique or high quality natural, cultural, and historic areas as identified by the District or any other entity; (iv) would occur on District property encumbered by conservation easements, Nature Preserve status, or other use restrictions; or (vi) are not in the best interests of the District.

- 6. Eligibility for Easements and Licenses. If the District elects to grant the right to use District property, it shall be in the form of an easement, not a license, when (i) the Applicant is a government entity, a public utility, or an entity that provides public services; (ii) the Facilities to be used pursuant to such a grant have a life expectancy of greater than 20 years; and (iii) the Work will have any physical or aesthetic impact on District property. Any Application not qualifying for an easement will be considered an Application for a license. Temporary easements for the purpose of performing Work to construct Facilities in an easement on District property may be granted by the District.
- 7. <u>Terms of Licenses and Easements</u>. The term of an easement shall not exceed ninety-nine (99) years. The term of a license shall not exceed twenty (20) years. The term of a temporary easement shall not exceed ninety (90) days. When a temporary easement expires, an Application may be submitted for a subsequent temporary easement.
- 8. Fees and Reimbursements for Easements and Licenses.
  - A. <u>Application Fee</u> A non-refundable application fee for an easement or license, in the amount of \$750, shall be paid to the District when the Applicant submits an Application to the District.
  - B. Monetary Fee
    - 1. Easement Fee and License Fee For each easement, license, or temporary easement, the Applicant shall pay to the District a fee ('Monetary Fee').
      - a. The Monetary Fee for an easement or license shall be an amount equal to the Fair Market Value of the Subject Property plus \$25,000 per acre. Fair Market Value shall be determined by (i) an appraisal of the property; (ii) current or recent purchase price of the Subject Property; (iii) sales of comparable properties; or (iv) such other information as will provide the best indication of the current Fair Market Value. The Fair Market Value shall be determined as if the Subject

Property is unencumbered and shall not take into consideration the nature of the easement or license granted or the fact that the District may have granted another easement or license within the Subject Property.

- b. The Monetary Fee for a Temporary Easement shall be \$15,000 per acre of Subject Property.
- 2. Area of Subject Property The area of the Subject Property, for the purpose of determining the Fair Market Value, shall be determined by multiplying the length of the Subject Property by the width of the Subject Property; provided, however, that neither the length nor the width shall be deemed less than 25 feet for the purposes of calculating the Fair Market Value.
- 3. Additional Consideration The District reserves the right to require, as part of the Monetary Fee, and in addition to or in lieu of the Monetary Fee, or any portion thereof, any tangible or intangible compensation, item of value, or other consideration in an amount and form determined by the District ('Additional Consideration'). Without limiting the previous provisions of this Section, the District may require Additional Consideration (i) for an above ground Facility that will significantly alter the scenic beauty of District property, as determined solely by the District; or (ii) in the form of a waiver of any tap-on, connection, recapture, or similar fee otherwise applicable to a sanitary sewer, storm sewer, potable water, or other Facility providing Public Service.
- C. <u>Replacement Fee</u> For every easement or license, the Applicant shall pay a replacement fee for all trees greater than two (2) inches in size that are located within the Subject Property. Trees adjacent to the Subject Property that may be impacted by Work conducted in the Subject Property may also require replacement fees.
  - 1. The Applicant shall pay the District \$500 for trees between (2) inches and eight (8) inches in size.
  - 2. The Applicant shall pay the District \$1,000 for trees greater than eight (8) in size.
  - 3. The District reserves the right to require the Applicant to pay an increased replacement fee for trees greater than twenty (20) in size equal to the value of the tree as determined by an appraisal performed by a qualified tree appraiser, which appraisal shall be prepared at Applicant's cost.

To determine the size of the trees in the Subject Property, the Applicant shall submit as part of the Application an inventory of the trees located in the Subject Property and an additional twenty (20) feet perimeter around the Subject Property ('Tree Survey'). Trees

- shall be measured for their diameter breast height ('DBH') at four (4) feet above the ground. The Tree Survey shall include (i) the location of each tree with a DBH two (2) inches and greater; (ii) the species of the tree; and (iii) the DBH of the tree.
- D. <u>Reimbursements to District</u> The Applicant shall reimburse the District for all costs incurred by the District related to the Application, including, without limitation, legal, survey, and environmental costs ('Out-of-Pocket Costs'). The Applicant shall also reimburse the District for the internal staffing costs of all time spent by the District's staff related to the Application ('Staff Costs').
- E. <u>Timing of Fees and Reimbursements</u> The Monetary Fee and Replacement Fee shall be paid to the District prior to the consideration of the requested easement or license by the Board. Out-of-Pocket Costs and Staff Costs shall be billed to the Applicant after having been tabulated by the District. If the Board does not approve of the easement or license, the Monetary Fee and Replacement Fee, less any reasonable Out-of-Pocket Costs and Staff Costs, shall be reimbursed to the Applicant.

#### 9. General Provisions.

- A. Compliance with Laws, Obtaining Permits and Approvals In performing the Work, installing the Facilities, and providing the Public Services, the Applicant shall comply with all applicable laws, statutes, regulations, rules, and requirements of federal, state, and local governments, agencies, and authorities ('Requirements of Law'). In addition, no easement or license shall be effective until the Applicant has obtained all required permits and approvals for the Work, Facilities, and Public Services that are required by Requirements of Law. The Applicant shall provide copies of all such permits and approvals to the District.
- B. Wetland Report With the Application, the Applicant, at the determination of the Director, may be required to submit a wetland delineation and wetland delineation report ('Wetland Report') that shall (i) delineate all wetlands on the Subject Property or on any other District property that would be impacted by the Work, Facilities, and Public Services; (ii) identify the boundaries, extent, function, and quality of all such wetlands; and (iii) describe the impact of the Work, Facilities, and Public Services on the wetlands. If wetlands on the Subject Property or other District property are impacted by the Work, Facilities, and Public Services, the Applicant shall provide mitigation for such impact in accordance with all Requirements of Law and any requirements of the District.

#### C. Conduct of Work

 Construction - All work by the Applicant and each contractor, subcontractor, or third party working on its behalf ('Contractor') shall be conducted in a good and workmanlike manner, without cost or expense to the District, and in compliance with the Agreement and Requirements of Law. Work shall begin within 180 of approval of Agreement by the District and a work schedule with completion date shall be included in Agreement. Prior to commencing any Work, the Applicant shall first submit to the District, at the Applicant's cost, any and all engineering, construction and building documents for the Work and Facilities ('Construction Plans') and a plat of survey prepared by a licensed professional land surveyor depicting and legally describing the Subject Property. Within thirty (30) days after completion of the Work, Applicant shall provide to the District a complete set of 'as-built' drawings.

- 2. Restoration If at any point during the term of the Easement, License, or temporary easement, the Work, Facilities, or Public Service damage, destroy, or cause any adverse impact to the Subject Property or any other District property, Applicant shall restore such property at no cost or expense to the District to a condition as good as or better than the condition of such property prior to the damage, destruction, or adverse impact.
- 3. <u>Hazardous Materials</u> The Applicant shall comply with all Requirements of Law that prohibit, restrict, or regulate any hazardous materials.
- 4. <u>Stream and Trail Crossings</u> Any easement or license that has underground Facilities that cross a stream or trail must use directional drilling to minimize waterway and trail impacts, except in cases where the District, at its sole discretion, determines that this technique would cause greater environmental or District use impacts.
- D. <u>Easements and Licenses are Non-Exclusive</u> Easements and licenses granted pursuant to this Ordinance shall be non-exclusive and the District may grant multiple easements and licenses within the Subject Property or any portion thereof.
- E. No Assessments In each Agreement, the Applicant shall agree that
  (i) it shall not assess or impose against the Subject Property any
  special assessment, special service area tax, recapture fee, or similar
  assessment, tax or fee ('Assessment'); and (ii) if any Assessment has
  been imposed, or is imposed in the future, it shall waive such
  Assessment or indemnify the District from and for such Assessment.
- F. <u>District Held Harmless</u> In each Agreement, the Applicant shall agree (i) that the District shall not be liable for any alleged damage or injury to any person, entity, or property as a result of, or relating to, the Work, Facilities, Public Services, or the license or easement; and (ii) to indemnify and hold harmless the District, its commissioners,

- officers, agents, and employees from and against any alleged loss, claim, expense, or damage, including litigation costs and attorney fees, related to any such alleged damage or injury.
- G. <u>Insurance for Applicant and Contractors</u> In each Agreement, the Applicant shall obtain, or cause each Contractor to obtain, and keep in full force and effect insurance necessary to protect and hold harmless the District, the Work, the Subject Property, and all property located at or near the Subject Property. The insurance requirements shall be determined by the District and its agents and shall be identified in the Agreement.
- H. <u>Bond</u> Prior to performing any Work, the Applicant shall, or shall require its contractor(s) to, deposit with the Director a certified or cashier's check in an amount determined by the District in the Agreement as a guarantee that the Applicant shall comply with all conditions of the Agreement including restoration of the Subject Property ('Bond'). If Applicant fails to comply with any conditions, the District may take such action as it determines necessary or appropriate to remedy such failure and deduct any cost it incurs in taking such action from the Bond.
- Recording All Agreements granting easements shall be recorded with the Kendall County Recorder of Deeds ('Recorder'), by and at the sole expense of the Applicant. Agreements granting licenses shall not be recorded.
- J. <u>Revocation</u> Each Agreement shall provide that, upon at breach of the Agreement, the Board may revoke the easement or license granted in such Agreement. If an easement is revoked, a certified copy of a document revoking the easement shall be recorded with the Recorder.
- K. Reversion of Property Each Agreement shall provide that, if the easement or license ceases to be used for the purpose for which it was granted, all Applicant's rights provided for in the Agreement granting such easement or license shall terminate and the Subject Property shall thereafter be free and clear of such rights. If an easement is so terminated, a certified copy of a document terminating the easement shall be recorded with the Recorder.
- L. Removal of Facilities Upon Termination At the time an easement or license expires by lapse of time, notice of revocation or termination, or any other reason, Applicant shall remove, in a timely manner, all Facilities from the Subject Property and the Subject Property shall be restored to a condition as good as or better than the condition of the Subject Property prior to the removal of the Facilities. At the sole discretion of the District, removal of Facilities may be waived if the District determines that such removal would cause greater environmental or District use impacts.
- M. <u>Penalty</u> Any person or entity that violates the provisions of this Ordinance shall be fined not less than fifty dollars (\$50) or more than

- two hundred fifty dollars (\$250) for each offense. Each day such violation occurs shall constitute a separate offense.
- N. <u>Captions</u> The captions and headings used herein are for the convenience of reference only and do not limit the content of this Ordinance.
- O. <u>Repealer</u> All Requirements of the Law of the District that conflict with this Ordinance are hereby repealed to the extent of such conflict.
- P. <u>Effective Date</u> This Ordinance shall be in full force and effect 10 days after its passage, approval, and publication, in the manner provided by Requirements of Law.

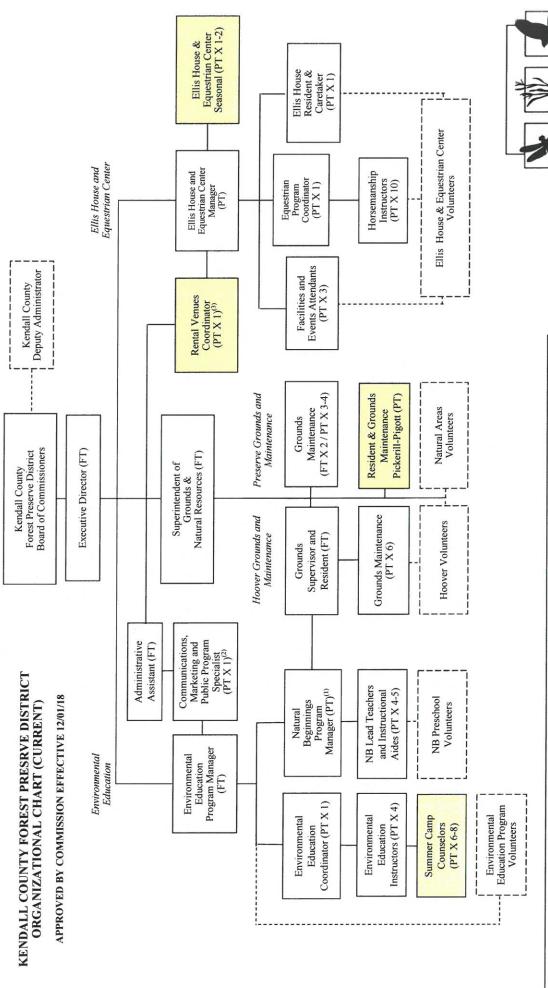
Passed this 18 day of April, 2006

AYES: Church, Davidson, Hafenrichter, Hatcher, Parr, Purcell, Vickery, Whitfield, Wykes

NAYS: None

Approved this 18 day of April, 2006

	Kay Hatcher, President
Attest:	
leff Wehrli Secretar	V



Position receives instruction from the Executive Director, and reports to the Administrative Assistant and Environmental Education Program Manager Position reports to the Administrative Assistant and Ellis House and Equestrian Center Manager
Positions highlighted are currently vacant. Position reports to the Education Program Manager and Hoover Grounds Supervisor and Resident

KENDALL COUNTY FOREST PRESERVE DISTRICT

<sup>-.</sup> vi w. 4.

# Ellis House & Equestrian Center Seasonal (PT X 1-2) Ellis House Resident & Caretaker (PT X 1) Ellis House & Equestrian Center Ellis House and Equestrian Center Ellis House and Equestrian Center Horsemanship Equestrian Program Coordinator (PT X 1) Instructors (PT X 10) Volunteers Manager (PT) Facilities and Events Attendants (PT X 3) Deputy Administrator Kendall County Rental Venues (PT X 1)<sup>(3)</sup> Grounds Maintenance (FT X 2 / PT X 3-4) Preserve Grounds and Natural Res. Project Resident & Grounds Pickerill-Pigott (PT) Manager (PT) Maintenance Natural Areas Maintenance Volunteers Kendall County Forest Preserve District Board of Commissioners Executive Director (FT) Natural Resources (FT) Superintendent of Grounds & Grounds Maintenance Hoover Grounds and Hoover Volunteers Supervisor and Maintenance Resident (FT) Grounds (PT X 6) Communications, Marketing and Public Program Specialist (PT X 1)<sup>(2)</sup> Administrative Assistant (FT) KENDALL COUNTY FOREST PRESRVE DISTRICT Program Manager (PT)<sup>(1)</sup> NB Lead Teachers Aides (PT X 4-5) and Instructional DRAFT FOR COMMISSION APPROVAL: 03-12-2019 NB Preschool \_\_\_\_\_\_\_ Beginnings Volunteers Natural **ORGANIZATIONAL CHART** Program Manager Environmental Education Environmental Education (FT) Instructors (PT X 4) Education Program Environmental Environmental Summer Camp Counselors (PT X 6-8) Volunteers Education

Position reports to the Education Program Manager and Hoover Grounds Supervisor and Resident
Position receives instruction from the Executive Director, and reports to the Administrative Assistant and Environmental Education Program Manager
Position reports to the Administrative Assistant and Ellis House and Equestrian Center Manager
Positions highlighted are currently vacant.





# KENDALL COUNTY FOREST PRESERVE DISTRICT APPLICATION FOR EMPLOYMENT

The Kendall County Forest Preserve District is committed to complying with the Americans with Disabilities Act. If an applicant requires a reasonable accommodation for purposes of completing the job application process, please contact David Guritz at 630-553-4131

Position Desired:	[ ] Part ti	me [ ] Full	time Date Application	Completed
Applicant's Name:	Firs	<b>+</b>		Middle
(Frint) Last	FIIS	ι		Middle
Present Mailing Address:				
		City	State	Zip Code
Phone ()	A	Additional Pl	none # ()	
Email Address (optional):			_	
RECORD OF PREVIOUS EMPL	LOYMENT			
Please list the names of your present and please list the names of your present and pleasure to account for all periods of time in and supply business references. (Add add Present or Last Employer	itional page if necess	rice and any pearry.) Pay	ll order with present or most riod of unemployment. If se	recent employer listed first lf-employed, give firm name
	From mo/yr	Start \$		
Name of Employer		.		
	То	Final \$	Name and Title of	
Address	mo/yr		<u>Last Supervisor</u>	
		-		
Phone				
Brief Description of Duties:		i de la companya de l		
*	1			
1				-

Present or Last Employer  Name of Employer  Address  Phone  Brief Description of Duties:	Employed From mo/yr  To mo/yr	Pay Start \$ ——— Final \$	Your Title or Position  Name and Title of Last Supervisor	Reason for Leaving
Present or Last Employer  Name of Employer  Address  Phone	Employed From mo/yr To mo/yr	Pay Start \$  Final \$	Your Title or Position  Name and Title of Last Supervisor	Reason for Leaving
Brief Description of Duties:				
Present or Last Employer  Name of Employer  Address  Phone	Employed From mo/yr To mo/yr	Pay Start \$ Final \$	Your Title or Position  Name and Title of  Last Supervisor	Reason for Leaving
Brief Description of Duties:				

May we contact your of If no, please explain:	_		s []No						
If hired, can you furnis	sh proof that you are	over 18 years of ag	e?[]Yes []N	lo					
Are you able to perform	m the essential funct	ions of this job with	or without reason	nable accommod	lation?				
Will you be able to wo	ork the position's req	uired work hours?	[]Yes []N	lo					
EDUCATIONAL BACI	KGROUND								
School Name	School Name Years Completed (Circle) Diploma/Degree School Name								
High School:	9 10 11 12								
College/University:	1 2 3 4								
Graduate/Professional:	1 2 3 4								
Trade or Correspondence	:			22218					
Other:									
Please indicate any act you feel are relevant to				es or skills, that y	you have which				
PERSONAL REFERE		revious employers or	relatives.						
Name	Occupation	Addr (Street, City		Telephone Number	Number of Years				

Known

#### ACKNOWLEDGMENTS AND DISCLAIMER

By signing my name below, I certify that all information provided in this application, my resume, other employment application documents, and interview are true and complete to the best of my knowledge. I understand that any misrepresentations or omissions in my application, resume, other employment documents, or interviews(s) may be cause for ejection of my application, or may be cause for subsequent dismissal at anytime if hired by the Kendall County Forest Preserve District.

I understand and agree that all information furnished in this application may be verified by the Kendall County Forest Preserve District or its authorized representative. I waive any right I may have to be notified by any individuals and organizations named in this application prior to the release of any information to the Kendall County Forest Preserve District. I further authorize all individuals and organizations named in this application to give the Kendall County Forest Preserve District and its authorized agents all information relative to such verification. I hereby release such individuals and organizations, Kendall County, Illinois and the Kendall County Forest Preserve District from any and all liability for any claim or damage resulting therefrom.

I understand that the Kendall County Forest Preserve District is not obligated to provide employment and that I am not obligated to accept employment should an offer of employment be made to me. NOTHING IN THIS APPLICATION, OR IN ANY PRIOR OR SUBSEQUENT ORAL OR WRITTEN STATEMENT, IS INTENDED TO OR DOES CREATE ANY CONTRACT OF EMPLOYMENT. SHOULD THIS APPLICATION AND THE PROCESS SURROUNDING THIS APPLICATION RESULT IN MY EMPLOYMENT WITH THE KENDALL COUNTY FOREST PRESERVE DISTRICT, I UNDERSTAND THAT I WOULD BE HIRED AS AN EMPLOYEE AT WILL AND NOTHING IN THIS APPLICATION WOULD RESTRICT MY RIGHT AS AN EMPLOYEE OR THE KENDALL COUNTY FOREST PRESERVE DISTRICT RIGHT AS AN EMPLOYER TO TERMINATE MY EMPLOYMENT AT ANY TIME.

The Kendall County Forest Preserve District is an equal opportunity employer and does not discriminate against applicants and/or employees on the basis of their race, color, religion, sex, pregnancy, sexual orientation, national origin, marital status, age, ancestry, military status, veteran status, disability, genetic information, pregnancy and/or any other basis prohibited by state, federal and/or local laws, regulations and ordinances.

If selected for the position and upon commencement of employment, I understand that I will be required to submit verification that I am legally authorized to work in the United States as required by the Immigration Reform & Control Act.

If the Kendall County Forest Preserve District determines that you are qualified for the position and you have been notified that you have been selected for an interview or, if there is no interview, you have been made a conditional offer of employment with the Kendall County Forest Preserve District, you may be required you to submit to a criminal history background check. By signing my name below, I affirm my understanding that certain offenses may disqualify me from employment in a particular position with the Kendall County Forest Preserve District (1) if the Kendall County Forest Preserve District is required to exclude applicants with certain criminal convictions from employment due to state or federal law; and/or (2) if I am applying for a position where a bond is required and one or more specified offenses would disqualify me from obtaining the bond.

$\mathbf{BY}$	<b>SIGNING</b>	BELOW,	I	<b>HEREBY</b>	<b>CERTIFY</b>	THAT	I	HAVE	<b>READ</b>	AND	<b>AGREE</b>	TO	THE
ACK	NOWLEDO	GMENTS A	AND	DISCLAI	MERS SET	<b>FORTH</b>	AB	OVE. 1	BY SIGN	ING M	Y NAME	BEL	OW, I
ALS	O HEREBY	<b>AFFIRM</b>	TH	AT ALL	OF THE IN	<b>FORMA</b>	CIO	N PRO	VIDED (	N THI	S APPLIC	CATIO	ON IS
TRU	E AND CO	MPLETE 1	го т	HE BEST	OF MY KNO	<b>WLEDG</b>	E.						

Signature of Applicant	Date



# CRIMINAL BACKGROUND CHECK AUTHORIZATION & RELEASE **FORM**

I authorize the Kendall County Forest Preserve District and Kendall County, Illinois (collectively referred to herein as "the County") to complete a criminal background check on me through the Kendall County Sheriff's Office and/or the Illinois State Police. I also authorize the County to verify my past employment history and to check my personal and professional references.

By signing my name below, I hereby affirm that I have (a) been notified that I was selected for an interview for a position with the County OR (b) I have received a conditional offer of employment with the County. [PLEASE CIRCLE WHICH APPLIES.]

I hereby authorize any person to release any and all information necessary for the County to complete the above-referenced investigation. I certify that I will not hold the County, its board members, elected officials, judges, officers, employees, agents, and/or assigns liable in any way in connection with this investigation. I understand that my offer of employment is contingent upon the successful completion of my background check. I further understand and agree that, to the extent permitted by applicable state and federal laws, falsification of any information provided by me and/or the results of the background check may be immediate grounds to deny my employment application and/or may result in the immediate termination of my employment with the County.

Dated: This	day of	, 20
		Name
		Maiden Name
		Address
	-	Date of Birth
		DL #

## **BILL OF SALE**

**Property:** "Boomer" (Draft Cross- Gelding)

**Condition:** As is, with no known medical issues. Approximate age: 12

Seller: Lucy Rosario

25905 E. 1300 N. Rd. Forrest, Il 61741

**Purchaser**: Kendall County Forest Preserve District

110 West Madison Street Yorkville, Illinois 60560

**Date of Commission Approval:** March 6, 2019

<u>Conditions of Acceptance/ No Warranty:</u> For one thousand four hundred dollars (\$1,400.00) consideration to be paid in hand following a thirty-day trial period, the Seller, Lucy Rosario, hereby transfers, assigns and delivers any and all right, title and interest to the Kendall County Forest Preserve District, and the Purchaser, Kendall County Forest Preserve District, hereby accepts all right, title and interest in the Property subject to the following terms and conditions:

- 1. Purchaser will pick up Property from the Seller's stable, and Seller agrees to allow a thirty-day trial period that shall commence on the first day following delivery to the Ellis House and Equestrian Center located at 13986 McKanna Road in Minooka, IL 60447 on or around March 20, 2019.
- 2. Upon successful conclusion of the thirty-day trial period, Seller, Lucy Rosario, is entitled to either receive payment in hand of \$1,400.00 representing payment in full for "Boomer", an 12-year old Draft Cross Gelding, and the Purchaser, Kendall County Forest Preserve District, shall accept full and complete responsibility for property from the date the Property is accepted by the Kendall County Forest Preserve District, or will transport "Boomer" from the Kendall County Forest Preserve District's Ellis House and Equestrian Center to the Seller's stable.
- 3. The Seller is not a seller of horses and disclaims to the fullest extent authorized by law any and all warranties, promises, whether express or implied, including warranties of merchantability and or fitness for a particular use and makes no promises, warranties or other representations regarding the horse's conditions at the time of transfer, and by accepting the Property after a thirty-day trial period, the Purchaser accepts the Property "as is".
- 4. The Seller on behalf of itself, its successors and assigns hereby forever waives and releases the Kendall County Forest Preserve District, its elected officials, employees, agents, volunteers and assigns from any and all known and unknown claims, actions, causes of action, damages, injuries, costs and fees related in any manner to acceptance of this transfer or the condition of the Property at the time of the transfer.

- 5. The seller will provide a negative Coggins test prior to the start of the 30 day trial. If the horse does not have a current Coggins, the trial period will be delayed until one is completed.
- 6. Buyer agrees to give Seller the first right of refusal to purchase the Horse if Buyer offers the Horse for sale at any time in the future. Buyer agrees to notify Seller of Buyer's intent to sell and the Seller shall then have seven (7) days from receipt of notice to either accept or decline to purchase the Horse.

Kendall County Forest Preserve District, Illinois	Lucy Rosario; Forrest, Illinois:
Judy Gilmour, President	Lucy Rosario

Animal Identification Information:	I	College o 20 Administra Small Animal C	nation Record University of Illinois f Veterinary Medicine 01 S. Lincoln Avenue Urbana, IL 61802 ation – (217) 333-2760 linic – (217) 333-2000
	Weight:	Date:	Clinician:
I (We), the undersigned, do hereby certify that agent for the sole owner(s) of the animal described trustees of the University of Illinois College of Verall rights, title, and interest in and to said animal manner the College deems appropriate within an I (we) do also certify that the said animal has not to the best of my (our) knowledge, has not been to	ribed above, that I eterinary Medicine a al. The College man approved IACUC put bitten any person	(we) do hereby gi and its officers, emp ay destroy, sell or protocol.	ve to the Board or ployees and agents use it in any other
Signature(s) of Owner(s) or Authorized Agent	Dat	e:	
Signature of Witness	Dat	e:	
Signature of Examining Clinician	Dat	e:	
Signature of Section Head	Dat	<b>e</b> :	
All donated animals must be examined by a caresearch programs.  All University animals must be assigned to an protocol # and all expenses  date of the donation must be paid in full prior to a A verbal message of intent from the examining cof Research and Advanced Studies (217) 333-42 6790 at the time the animal is received, either during the same of the same	approved IACUC phere after will All client checeptance.  linician to receive a 91 and the Ag Anining or after hours.	protocol. This animum to charged to narges accrued up donation must be nal Care and Use F	mal is assigned to account number until the time and given to the Office
Signature of Department Head	Date	<del>e</del> :	

Date:

Associate Dean for Research and Advanced Studies

Waste Management
Bid Form Prices and Service Agreement Costs Reconcilliation Addendum
Monthly and Annual Cost Projections
2-May-17

BID REQUIREMENTS
HARRIS FOREST PRESERVE (WM#S0008637734)

TIMANIO FONEST FACSENDE (MINIMODOGOS//34)					Notes
10 000 W. 1000			WM Service Agreement	Agreement	
Container size: 8 yd trash / 2 yd. recycling	Waste Man	Waste Management Bid	Costs	its	
Trash Service	Annual	Monthly	Annual	Monthly	
April through November (1 X per week)	\$ 755.68	\$ 94.46	\$ 755.68	\$ 94.46	\$19.46 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
December through March (1 X per 2-week)	\$ 226.72 \$	\$ 56.68	\$ 226.72	\$ 56.68	\$11.68 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
Recycling Service	3				
April through November (1 X per week)	\$ 352.64	\$ 44.08	\$ 352.64	\$ 44.08	\$9.08 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
December through March (1 X per 2-week)	\$ 75.56	\$ 18.89	\$ 75.56	\$ 18.89	\$3.89 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
HOOVER FOREST PRESERVE (WM#S0008638328)	8)				Per WM approved alternative trash dumpster @ 8 yards picked up twice weekly.
Container size: 10 yd trash / 4 yd. recycling					
Monthly Trash Service					
April through November (1 X per week)	\$ 1,007.60	\$ 125.95	\$ 1,007.60	\$ 125.95	\$25.95 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
December through March (1 X per 2-week)	\$ 251.92 \$	\$ 62.98	\$ 252.00	\$ 63.00	
Monthly Recycling Service					
April through November (1 X per week)	\$ 251.92	\$ 31.49	\$ 251.92	\$ 31.49	\$6.49 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
December through March (1 X per 2-week)	\$ 75.56	\$ 18.89	\$ 75.56	\$ 18.89	\$3.89 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR CHARGE ONLY
ELLIS HOUSE AND EQUESTRIAN CENTER (WM S0008638480)	0008638480				
Container size: 4 yd trash / 4 yd. recycling					
Monthly Trash Service					
April through October (1 X per week)	\$ 484.89	\$ 69.27	\$ 484.89	\$ 69.27	\$14.27 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
November through March (1 X per 2-week)	\$ 188.90	\$ 37.78	\$ 188.90	\$ 37.78	
Appet II. Donnelling for the					
Monthly Necycling Service					
April through October (1 X per week)	\$ 220.43	\$ 31.49	\$ 220.43	\$ 31.49	\$6.49 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
November through March (1 X per 4-week)	\$ 94.45	\$ 18.89	\$ 94.45	\$ 18.89	\$3.89 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY

	13	Month		12	11	10	9	00	7	6	U	Month		4	ω	2	1		Month								
	Dec-18	Monthly Service		Nov-18	Oct-18	Sep-18	Aug-18	Jul-18	Jun-18	May-18	Apr-18	Monthly Service		Mar-18	Feb-18	Jan-18	Dec-17		Monthly Service								
	155.27	Total Charged		156.27	155.91	155.36	154.55	154.73	154.18	153.82	140.36	Charged	Total	140.36	140.36	140.36	138.54	Charged	Total								
	35.00	\$18.89		35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	\$44.08		35.00	35.00	35.00	35.00	\$18.89		RECYCLING	Fuel/Env/RCR	Extra Pickup	Admin Fee	Dec - Mar	Apr - Nov	Contract Dates: Dec 1 2017 - Dec 31 2018	Harris Forest Preserve
	75.00	\$56.68 \$		75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	\$94.46		75.00	75.00	75.00	75.00	\$56.68	10	TRASH						c 1 2017 - De	serve
		\$ 5.00										\$ 5.00						\$5.00		ADMIN						c 31 2018	
	30.36			30.36	30.36	30.36	30.36	30.36	30.36	30.36	30.36			30.36	30.36	30.36	28.54			FUEL							
	14.91						14.19	14.37		13.46										RECYL MAT	\$25.57	\$50.00			\$94.46	TRASH 8YD	
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	7.			H	ı:	P.	H	11	1	1	z.			155	59	50	5			(UNDER)/OVER							
388	74.70			12.73	12.37	11.82	11.01	11.19	10.64	10.28	-3.18		23	59.79	59.79	59.79	57.97				\$25.57	\$50.00		\$56.68		TRASH 8YD	
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						\$94.46	\$94.46	\$94.46	\$94.46	\$94.46	\$94.46	\$94.46	\$94.46	\$56.68	\$56.68	\$56.68	\$56.68	INASH	TBACH								
					\$ 5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	ADMIN	200								
				\$1.551.17	\$80.57	\$143.54	\$143.54	\$143.54	\$143.54	\$143.54	\$143.54	\$143.54	\$143.54	\$80.57	\$80.57	\$80.57	\$80.57	IOIAL	TOTAL								
				\$1.940.07	\$155.27	\$156.27	\$155.91	\$155.36	\$154.55	\$154.73	\$154.18	\$153.82	\$140.36	\$140.36	\$140.36	\$140.36	\$138.54	AMI PAID	AL TONIO								
												(\$10.28)					(\$57.97)	VARIANCE									

Contract Dates: Dec 1 2017 - Dec 31 2018	HOOVER FOREST PRESERVE
TRASH 10YD RECYCLING Fuel/Env/RCR	1x per week

TRASH 10YD RECYCLING Fuel/Env/RCR 1x per 2-weeks

Contract Dates: Dec 1 2017 - Dec 31 2018

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	25.00	\$18.89		25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	\$31.49		25.00	25.00	25.00	25.00	\$18.89	RECYCLING	Fuel/Env/RCR	Extra Pickup	Admin Fee	Dec - Mar	Apr - Nov
																			TRASH					
	51.86	\$63.00 \$		51.86	51.86	51.86	51.86	51.86	51.86	51.86	51.86	\$125.95 \$		51.86	51.86	51.86	51.86	\$63.00						
		5.00										5.00						\$5.00	ADMIN					
	21.22			21.22	21.22	21.22	21.22	21.22	21.22	21.22	21.22			21.22	21.22	21.22	19.95		FUEL					
	14.95			15.95	15.58	15.04	14.22	14.40	13.85	13.49									RECYL MAT RECYL CONT	\$18.16	\$70.00			\$125.95
TE E				40.00															ECYL CONT	\$15.57	\$60.00			\$31.49
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					\$63.00	\$125.95	\$125.95	\$125.95	\$125.95	\$125.95	\$125.05	\$125.95	\$125.95	\$63.00	\$63.00	\$63,00	\$63.00	TRASH						
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	13	12			11	10	9	00	7	6	5	Mon		4	· u	) 1	ם נ		Mont											
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	25.00	25.00	\$18.89		25.00	25.00	25.00	25.00	25.00	25.00	25.00	\$31.49		25.00	25.00	25.00	25.00	69.97¢	21000	RECYCLING		Fuel/Env/RCR	Extra Pickup		Admin Fee	Nov - Mar	Apr - Oct		Contract Dates: Dec 1 2017 - Dec 31 2018	Ellis Forest Preserve
	55.00	55.00	\$37.78 \$		55.00	55.00	55.00	55.00	55.00	55.00	55.00	\$69.27 \$		55.00	55.00	55.00	55.00	\$37.78	4	TRASH									c 1 2017 - Dec	Ne
			5.00									5.00						\$5.00	3	ADMIN									31 2018	
	22.08	22.08			22.08	22.08	22.08	22.08	22.08	22.08	22.08			22.08	22.08	22.08	20.76			FUEL									7	
	14.95	15.95			15.58	15.04	14.22	14.40	13.85	13.49										RECYL MAT RECYL CONT		\$2.98	ou.uaç	\$60.00				\$69.27	TRASH 4YD	
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r Payment					dec	nov	oct	sep	aug	jul	jun	may	apr	mar	feb	jan	dec					38	00	3		89			RECYCLING Fuel/Env/RCR	1x per 2-weeks
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							\$69.27	\$69.27	\$69.27	\$69.27	\$69.27	\$69.27	\$69.27		\$37.78	\$37.78	\$37.78	10001	TRASH											
					\$ 5.00		\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$ 5.00		\$5.00	\$5.00	\$5.00	70.4	ADMIN											
				\$1,110.34	\$61.67	\$61.67	\$105.76	\$105.76	\$105.76	\$105.76	\$105.76	\$105.76	\$105.76	\$61.67	\$61.67	\$61.67	\$61.67	2	IATOT											

AMT PAID VARIANCE
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March 7, 2019

Mr. David Guritz
Executive Director
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560

Re: Request ID: 7943

Kendall County Forest Preserve District - Hoover Forest Preserve K-12 Pollinator Education Program and Core Prairie Enhancement Project

Dear Mr. Guritz:

We are pleased to inform you that the Illinois Clean Energy Community Foundation has approved a grant to Kendall County Forest Preserve District ("the Grantee") to cover 90% of the cost of installing pollinator habitat, not to exceed \$10,000, and an additional payment of \$1,000 to be applied towards summer maintenance activities.

In accepting this grant, you agree to:

Dennis 70 Buen

- submit your Plant List and Site Design for Foundation review before work commences,
- acknowledge the Foundation's contribution to the Project with permanent signage at the property displaying the Foundation's full name and colored logo, and
- provide periodic updates to Foundation staff as requested.
- To accept the grant, please review, sign and return a complete countersigned copy of the grant agreement electronically to the Foundation via the "Requirements Section" of your online account as soon as possible, and no later than one month from today.

Please keep a copy of the signed grant agreement for your records.

On behalf of the Foundation's Board of Trustees and staff, we would like to extend our best wishes for the success of this project.

Sincerely,

Dennis F. O'Brien Executive Director

2 N. LaSalle St. • Suite 1140 Chicago, IL 60602 tel 312.372.5191 fax 312.372.5190

www.IllinoisCleanEnergy.org



March 7, 2019

Mr. David Guritz
Executive Director
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560

Re: Request ID: 7943

Kendall County Forest Preserve
District - Hoover Forest Preserve K-12
Pollinator Education Program and
Core Prairie Enhancement Project

#### Dear Mr. Guritz:

The Illinois Clean Energy Community Foundation ("the Foundation") is awarding a grant of up to \$11,000 to the Kendall County Forest Preserve District ("the Grantee") to cover 90% of the cost of installing pollinator habitat, not to exceed \$10,000, and an additional payment of \$1,000 to be applied towards summer maintenance activities.

This letter defines the terms and conditions of the grant and constitutes the grant agreement ('the Agreement') between the Foundation and the Grantee.

#### **Duration and Payment of Grant**

This grant is to be used during the period 3/7/2019 through 9/7/2020 (the "Grant Period"). The grant will be paid by the Foundation upon completion of the following:

- a) receipt and approval of a Plant List and Site Design Plan as described under the Reporting Requirements section beginning on page 3 of this agreement;
- b) successful installation of the Pollinator Habitat and completion of at least one "Community Planting Day" or "Pollinator Celebration:"
- c) receipt and acceptance of a Final Project Expenditures Form showing the actual installation expenditures against the original approved Project budget; and
- d) receipt and acceptance of invoice(s) for the habitat design and installation costs listed in the Final Project Expenditures Form.

To receive payment, the Grantee must complete both the **Plant List and Site Design Plan Requirement** and the **Payment Requirement** via its online account. The Grantee is eligible to receive up to 90% of the actual habitat installation costs, or \$10,000, *whichever is less*, and an additional \$1,000 to be used for summer maintenance.

Work under the grant must be completed by the end of the grant period.

2 N. LaSalle St. • Suite 1140 Chicago, IL 60602 tel 312.372.5191 fax 312.372.5190 www.lllinoisCleanEnergy.org The Foundation reserves the right to suspend, modify or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds or both, if:

- a) such action is necessary to comply with any applicable law or regulation;
- b) the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement; and/or
- c) the Grantee's performance under the grant has not been satisfactory.

The Foundation's judgment on these matters will be final and binding.

#### Purpose and Use of Grant

This grant is for the installation of a minimum of 1,000 square feet of Pollinator Habitat at Kendall County Forest Preserve District - Hoover Forest Preserve (the "Project") per the Project Proposal submitted to the Foundation.

The Grantee agrees to:

- a) maintain the Pollinator Habitat for a minimum of 5 years;
- b) teach about native pollinators and pollinator habitat in the classroom beginning with the 2019-2020 school year and educate the community about the importance of pollinators; and
- c) hold a "Community Planting Day" and/or a "Pollinator Celebration" event to promote school and community involvement in the project.

The Grantee is responsible for summer maintenance and plant replacement costs. The grant includes a one-time payment of \$1,000 from the Foundation which must be applied towards the costs of caring for the habitat over the summer.

The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any vendors, contractors or consultants involved in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c) (3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of the Grantee's obligations under this Agreement.

#### Reporting Requirements

#### Plant List and Site Design Plan

The Foundation requires the Grantee to submit a Plant List and Site Design Plan via its online account **before** any work on the pollinator habitat commences. It should contain:

- a) A word, excel, or PDF document with a list of ALL plants to be planted in your habitat with three high value pollinator plants from each bloom period highlighted or marked in some way
- b) A word, PDF, or other document that clearly shows your site design plan including plants, pathways, pergolas, or other habitat features

#### Final Report

The Foundation requires the Grantee to submit a Final Report on this grant no later than <u>3 months</u> <u>after the end of the Grant Period</u> via its online account. It should contain:

- a) a completed *Final Report Form* that includes a detailed description of what was accomplished including installation experience, challenges, and successes;
- b) copies of pollinator-related curriculum, lesson plans or materials demonstrating integration of the habitat into such curricula; and
- c) photos of the installation and community events if not previously provided.

The Grantee must submit these documents by completing the **Final Report Requirement** via its online account.

#### **Publicity**

The Grantee agrees to acknowledge the Foundation's contribution to the Project with permanent signage at the property displaying the Foundation's full name and colored logo. The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with access to resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

#### Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records about the Project maintained by the Grantee and/or similar investigative activities.

#### Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code.

The Grantee further confirms that it will remain a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code in good standing with the appropriate state and federal government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

## Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Sincerely,	
-	
Denny	70 Suew
	, , , ,

Dennis F. O'Brien Executive Director

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee and that the Grantee will comply with those terms and conditions.

Grantee Kendall C	County Forest Preserve District
(This must be the le exempt status.)	gal name of the organization accepting the grant and it must have federal tax-
Name of Authorized	Signer for the Grantee David Guritz
Title of Signer Exe	cutive Director
Authorized Signatur	e
(such as a Princ	pal, Superintendent, or Board of Education member; or Executive Director or
	Board Member of a nonprofit)
Date Signed March	19. 2019

TO:

Kendall County Board of Commissioners - Committee of the Whole

FROM:

Nicole Norton, Equine Program Coordinator

DATE:

March 11, 2019

SUBJECT:

Summer Camp Promotions & Discounts for Birthday Party Hosts

Our camp enrollments have been lower than expected in the past couple years. In an effort to help increase these numbers, I would like to offer a discount coupon to be given to the children that host a Horse Birthday Party with us. I am proposing that we offer a discount of: "\$25 OFF any 3 Day Camp", "\$10 OFF of any 1 Day Camp", or "\$5 OFF of any Parent-Tot Camp". This coupon would expire at the completion of our last Summer Camp scheduled for 2019 and will be written to the specific child who's birthday was hosted at Ellis House and Equestrian Center. Coupons will be numbered and stamped with our Ellis House stamp to avoid the opportunity for duplicates to be made.

# **Camp Values:**

3 Day camp: \$200/\$210

1 Day Camps: \$65/\$70

Parent-Tot Camps: \$45/\$50

# Example:



