

COMBINED CLAIMS LISTING

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Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
ELLIS HOUSE							
275 031510	COMMONWEALTH EDISON	8/16/17: EL	ELLIS HOUSE	09/19/17	27021007076	UTILITIES - ELLIS HOUSE	156.31
276 060304	FIRST NATIONAL BANK OMAHA	9/07/17-DG	ELLIS - AT&T ALARM/F	09/19/17	27021007076	UTILITIES - ELLIS HOUSE	102.90
							259.21*
277 060304	FIRST NATIONAL BANK OMAHA	09-05-17: MV	INK CARTRIDGE, STAMPS	09/19/17	27021007077	OFFICE SUPPLIES & POSTAGE	198.09
278 060304	FIRST NATIONAL BANK OMAHA	9/5/17: TV	WEB HOSTING	09/19/17	27021007077	OFFICE SUPPLIES & POSTAGE	181.92
							380.01*
279 020172	BARRETT'S ECOWATER	SEP 2017	SEPT 2017	09/19/17	27021007080	GROUND & MAINT - ELLIS H	25.00
280 060304	FIRST NATIONAL BANK OMAHA	09-05-17: MV	VACUUM REPAIRS	09/19/17	27021007080	GROUND & MAINT - ELLIS H	92.56
281 060304	FIRST NATIONAL BANK OMAHA	9/5/17: TV	EL CLEAN SUPPLIES	09/19/17	27021007080	GROUND & MAINT - ELLIS H	18.71
282 130506	MENARDS	89816	ELLIS-BUG SUPPLIES	09/19/17	27021007080	GROUND & MAINT - ELLIS H	31.18
283 130506	MENARDS	89296	EL CLEANING SUPPLIES	09/19/17	27021007080	GROUND & MAINT - ELLIS H	65.27
284 130506	MENARDS	89520	EL SUPPLIES	09/19/17	27021007080	GROUND & MAINT - ELLIS H	16.76
285 130506	MENARDS	90225	EL CLEAN SUPPLIES	09/19/17	27021007080	GROUND & MAINT - ELLIS H	16.83
							266.31*
						Total ELLIS HOUSE	905.53*
ELLIS BARN							
286 130506	MENARDS	89427	EL MAIN SUPPLIES	09/19/17	27021017080	GROUND & MAINT - ELLIS B	55.36
							55.36*
						Total ELLIS BARN	55.36*
ELLIS GROUNDS							
287 060304	FIRST NATIONAL BANK OMAHA	9/5/17: TV	EL CLEAN SUPPLIES	09/19/17	27021027080	GROUND & MAINT - ELLIS G	106.00
							106.00*
						Total ELLIS GROUNDS	106.00*
ELLIS RIDING LESSONS							
288 141630	NICOLE NORTON	8-19-17: NN	ANIMAL CARE SUPPLIE	09/19/17	27021117082	ANIMAL CARE & SUPPLIES -	24.36
							24.36*
						Total ELLIS RIDING LESSONS	24.36*
SUNRISE CENTER							
289 060304	FIRST NATIONAL BANK OMAHA	9/07/17-DG	ELLIS EC - STALL SHA	09/19/17	27021147082	ANIMAL CARE/SUPPLIES - SU	279.55
							279.55*
						Total SUNRISE CENTER	279.55*
ELLIS WEDDINGS							
290 060304	FIRST NATIONAL BANK OMAHA	9/07/17-DG	HOOVER - WM REFUSE P	09/19/17	27021207078	REFUSE PICKUP - ELLIS	100.76
							100.76*

Vendor #	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
313 230034	JESSICA VOSBURGH	9/5/17: JV	ANIMAL SUPPLIES	09/19/17	27023036849	ENV EDUC - NATURAL BEGINN	71.39
314 264915	TINA BRANNING	9/5/17: TB	JOURNALS,CRAFTS	09/19/17	27023036849	ENV EDUC - NATURAL BEGINN	86.43
							606.47*
						Total ENV ED NATURAL BEGINNINGS	606.47*
315 060304	FIRST NATIONAL BANK OMAHA	9-5-17: ED	ANIMAL SUPPLIES	09/19/17	27023056849	ENV EDUC - LAWS OF NATURE	21.94
							21.94*
						Total ENV ED LAWS OF NATURE	21.94*
						GROUND & NATURAL RESOURCES	
316 060304	FIRST NATIONAL BANK OMAHA	9/7/17-KO	VERZN. CELL PHONE CO	09/19/17	27025006207	TELEPHONE - GROUNDS & NAT	97.63
317 220626	VERIZON (FOREST PRESERVE)	9791256539	CELL PHONES	09/19/17	27025006207	TELEPHONE - GROUNDS & NAT	870.26
							967.89*
318 061021	FLATSO'S TIRE SHOP	5475	TRACTOR TIRES	09/19/17	27025006216	EQUIP - GROUNDS & NATURAL	165.00
							165.00*
319 110531	KENDALL CO HIGHWAY DEPT	AUG 2017	GAS-DIESEL: AUG 2017	09/19/17	27025006217	FUEL - GAS & OIL	1,173.50
							1,173.50*
320 030540	CENTRAL LIMESTONE CO INC	10542	JAY WOODS	09/19/17	27025006837	PRESERVE IMPROV - GR & NA	36.39
							36.39*
321 060304	FIRST NATIONAL BANK OMAHA	9/07/17-DG	HARRIS - WM REFUSE P	09/19/17	27025006847	REFUSE PICKUP - GROUNDS &	138.54
322 190563	SERVICE SANITATION, INC	7399472-474	PORTABLE RESTROOMS	09/19/17	27025006847	REFUSE PICKUP - GROUNDS &	260.00
323 190563	SERVICE SANITATION, INC	8/20/17	PORTABLE RESTROOMS-Y	09/19/17	27025006847	REFUSE PICKUP - GROUNDS &	280.00
							678.54*
324 020507	BELSON OUTDOORS	155930	LITTER BAGS-DOG YRLY	09/19/17	27025007089	SUPPLIES - SHOP	694.90
325 060304	FIRST NATIONAL BANK OMAHA	9/07/17-DG	HA SHOP - WATER	09/19/17	27025007089	SUPPLIES - SHOP	42.89
326 060304	FIRST NATIONAL BANK OMAHA	9/07/17-DG	WATER - HA SHOP	09/19/17	27025007089	SUPPLIES - SHOP	42.89
327 251493	YORKVILLE ACE & RADIO SHACK	163715	INSECT SPRAY	09/19/17	27025007089	SUPPLIES - SHOP	17.91
							798.59*
						Total GROUNDS & NATURAL RESOURCES	3,819.91*

Vendor #	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
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FP BOND PROCEEDS 2007

387 091457	INDUSTRIAL COMMERCIAL EXTERIOR	1233	HA ROOF REPAIRS	09/19/17	95020006850	PROJECT FUND EXPENSES	4,700.00	hantrim
388 180925	RIEMENSCHNEIDER ELECTRIC	11941	ML TANK REPAIRS	09/19/17	95020006850	PROJECT FUND EXPENSES	718.04	hantrim
389 192071	STONEHILL LANDSCAPING, INC.	1062	BLACKBERRY TRAILS	09/19/17	95020006850	PROJECT FUND EXPENSES	4,200.00	hantrim
							9,618.04*	

Total FP BOND PROCEEDS 2007	9,618.04*
GRAND TOTAL	\$24,815.43

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES**

SEPTEMBER 5, 2017

I. Call to Order

President Gilmour called the meeting to order at 6:00 pm in the Kendall County Board Room.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

Commissioner Prochaska offered an invocation for the meeting.

IV. Roll Call

X	Cullick	X	Gryder
X	Davidson		Hendrix
X	Flowers	X	Kellogg
X	Gilmour	X	Prochaska
X	Giles	X	Purcell

Commissioners Cullick, Davidson, Flowers, Giles, Gryder, Kellogg, Prochaska, Purcell, and Gilmour all were present.

V. Approval of Agenda

Commissioner Prochaska made a motion to approve the agenda as presented. Seconded by Commissioner Cullick. Aye, all. Opposed, none.

VI. Citizens to Be Heard

No public comments were offered by citizens present at the meeting.

VII. Approval of Claims in an Amount Not-to-Exceed \$9,018.36.

Commissioner Cullick made a motion to approve claims in an amount not-to-exceed \$9,018.36. Seconded by Commissioner Gryder.

Motion: Commissioner Cullick

Second: Commissioner Gryder

Roll call

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
X		Davidson			Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Purcell

Motion unanimously approved.

VIII. Approval of Minutes

- **Kendall County Forest Preserve Commission Meeting – August 15, 2017**
- **Kendall County Forest Preserve Finance Committee Meeting – August 24, 2017**

Commissioner Cullick made a motion to approve the minutes for the Forest Preserve Commission meeting held on August 15, 2017, and the Forest Preserve Finance Committee meeting held on August 24, 2017. Seconded by Commissioner Prochaska.

All, aye. Opposed, none. Motion unanimously approved.

IX. Motion to Approve the Ellis House and Equestrian Center-Sunrise Center North "Hoofin' It" 5K and 1-Mile Kid's Fun Run Registration Fees and Charges

Commissioner Flowers made a motion to approve the Ellis House and Equestrian Center-Sunrise Center North "Hoofin' It" 5K and 1-mile Kid's Fun Run registration fees and charges. Seconded by Commissioner Prochaska.

Director Guritz reported that efforts are underway to secure sponsors for the event. Commissioner Purcell asked for the date of the event. The event is scheduled for October 8, 2017.

Motion: Commissioner Flowers

Second: Commissioner Prochaska

Roll call

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
X		Davidson			Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Purcell

Motion unanimously approved.

X. Motion to Approve Fees and Charges for Fall 2017 Public Programs

Commissioner Flowers made a motion to approve the fall 2017 public program fees and charges. Seconded by Commissioner Cullick.

Commissioner Davidson asked whether the fees and charges had been increased. Director Guritz reported that the fees and charges proposed are in line with previous public program fees for similar programming, noting that the programs do change, with “Creatures of the Night” scheduled as a new event for the District.

Commissioner Davidson asked why the report had not first been presented to the Committee of the Whole. Director Guritz stated that with the cancellation of the Committee of the Whole meeting in the prior month, direction was received to bring the charges directly to Commission for approval.

Motion: Commissioner Flowers Second: Commissioner Cullick					
Roll call					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
	X	Davidson			Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Purcell
Motion carried by a vote of 8:1.					

XI. Motion to Approve Fees and Charges for the 2018 Spring Break Nature Camps

Commissioner Cullick made a motion to approve the 2018 Spring Break Nature Camps fees and charges. Seconded by Commissioner Gryder.

Commissioner Giles pointed out that the camp offerings listed are for the upcoming winter break, not spring break as stated on the agenda.

Commission reviewed the packet report. Director Guritz concurred that the program fees under consideration are for the 2017-2018 winter camp offerings.

Commissioner Cullick made a motion to amend the agenda item under consideration to the 2018 Winter Break Nature Camps. Seconded by Commissioner Gryder.

Commissioner Purcell asked whether the camps were discussed in committee. Director Guritz stated that this was the first presentation of this information to the group.

Commissioner Purcell made a motion to refer the agenda item to the Committee of the Whole for consideration. Seconded by Commissioner Gryder. All, aye. Opposed, none.

XII. Executive Session

Commissioner Purcell made a motion to enter into executive session under 2(c)5 of the open meetings act to discuss the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. Seconded by Commissioner Flowers.

Motion: Commissioner Purcell Second: Commissioner Flowers					
Roll call					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
X		Davidson			Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Purcell
Motion unanimously approved.					

Executive session called to order at 6:13 pm.

Assistant State's Attorney Webb entered the meeting at 6:15 pm.

Commissioner Gryder made a motion to adjourn from executive session. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

Regular session reconvened at 6:40 pm.

XIII. Other Items of Business

President Gilmour reported on a recent event held at Ellis House by The Conservation Foundation. Director Guritz stated that The Conservation Foundation has extended a grant opportunity to the District to restore the farm pond shoreline at Ellis House and Equestrian Center.

XIV. Citizens to Be Heard

No citizens present at the meeting offered public comments.

XV. Adjournment

Commissioner Prochaska made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 6:42 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
OPERATIONS COMMITTEE MEETING MINUTES**

SEPTEMBER 6, 2017

I. Call to Order

Acting Committee Chairman Prochaska called the Operations Committee meeting to order at 6:00 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Hendrix, Purcell, and Prochaska all were present.

III. Approval of Agenda

Commissioner Hendrix made a motion to approve the agenda as presented. Seconded by Commissioner Purcell. All, aye. Opposed, none.

IV. Citizens to be Heard

No public comments were offered by those in attendance.

V. Preferred Catering Program Audit Overview and Directions

Director Guritz presented the District's Preferred Catering Program audit of the insurance coverages in place for preferred catering and bartending firms in comparison with the current and recently approved insurance coverage requirements.

Director Guritz presented a recommendation to survey preferred catering firms to determine whether the increased insurance coverage requirements will impact business decisions on whether or not to enroll in the program for the upcoming year.

Commissioner Purcell noted that due to the limited number of wedding events, it is likely that requiring firms to take on additional cost for insurance would result in fewer participating firms. Director Guritz agreed that the increased requirements will likely impact participation, particularly with the combined requirement for \$5M combined commercial and umbrella general liability and \$1M property damage.

Commissioner Purcell stated that if the District is going to support these types of events, than having more choices available to clients is an important consideration.

The Operating Committee provided direction to survey catering firms to determine cost impact(s) and intention to participate in the upcoming year, and return this information for Operating Committee review for consideration.

VI. Equestrian Center Budget Model and End-of-Year Projections Analysis

Director Guritz presented a revised budget model and end-of-year projections for the Ellis Equestrian Center's program cost centers.

Director Guritz reported that the budget model was prepared, with discussions held with Ellis Equestrian Center staff to discuss the current budget situation, and develop the staffing model and projections included within the cover report and backup spreadsheet information.

The Ellis Equestrian Center budget is currently operating at a deficit of just over (\$6,000) as of 8/30/17, with end-of-year projections below net gain budget projections by (\$14,000).

Director Guritz presented a second spreadsheet report showing the potential maximum net gain for the program is just under \$32,000, with the FY 17-18 budget targeting FY 16-17 net gain projections of just over \$7,000.

Director Guritz stated that current Ellis Equestrian Center staff understand the issue, and are committed to turning this around in the coming year, with particular focus on limiting part-time staff hours to the budget constraints as discussed in the cover report.

Director Guritz stated that any program expense for administration over the baseline amount that may be budgeted for the upcoming year will be for targeted marketing efforts, and only if the equestrian center is achieving budget projections over the course of the upcoming year.

The Operating Committee discussed the current situation, asking whether it is time to consider reducing the scope of public services, and possibly eliminating District equestrian program services at the facility. Director Guritz stated that given the District's budget constraints, this may need to be considered, but that he would like one more year to see if the program can be turned around and post a positive gain in the upcoming year.

The Operating Committee reviewed the budget model assumptions and end-of-year projections, noting that the next three months will be important to watch to determine whether the equestrian center staff are committed managing the program to the budget model.

Commissioner Hendrix stated that the program is worthwhile, and would really like to see the program hold its own, understanding that the District also cannot sustain the program if budget objectives cannot be achieved.

Director Guritz reported that the budget plan is to code all horse care salaries to the Sunrise Center North cost center. This will include revenues from a proposed apartment lease, and related part time salary expenses directed towards horse care only. The equestrian center administrative costs will be coded to lessons, birthday parties, and other programs (pony

club), with program salaries incurred within the specific programs to provide the best opportunity for tracking direct program expenses.

Director Guritz noted that overall, the Ellis House and Equestrian Center budget is operating just below projections for the year.

VII. Ellis House Weddings and Rentals Budget Model and End-of-Year Projections

Director Guritz presented a report on the Ellis House weddings and facility rentals cost centers and end-of-year projections. Generally, the program is on track for meeting budget projections in the coming year.

The report disclosed that only two wedding events are contracted for the upcoming fiscal year, which is far below the number of booked events typically contracted at this time of year.

Director Guritz stated that if the number of contracted events does not increase significantly over the next two months, the Board will need to consider whether or not to run the program at a projected zero-net gain in the upcoming year, or eliminate tent-rental events in the upcoming year.

Director Guritz stated that if the figures are not improved, the District will need to consider reductions in staffing levels and/or position reductions for the upcoming fiscal year.

The Operating Committee discussed the program, concurring that absent a significant increase in contracts for the upcoming year, the Board may need to consider elimination of the wedding program services.

Commissioner Hendrix expressed concerns over the number of bookings for the upcoming year.

The Operating Committee discussed the long-term sustainability of the Ellis House and Equestrian Center given the program challenges experienced in the current and upcoming year.

Commissioner Hendrix stated that part of the problem could be the diversity of program opportunities which is limiting overall public participation and program growth.

VIII. Operations Updates

The Operations Committee discussed updates for the Henneberry Forest Preserve restoration project. Director Guritz reported that two preserve access options are under consideration. The first option requires Whitetail Ridge HOA Board approval, and would include approval of a change over just over \$23,000. The second option involves securing a 1-year access lease to complete the project, with the possibility of moving forward to

acquire a maintenance access corridor to support land management and restoration activities within the preserve. Both options will be updated for consideration at the upcoming Committee of the Whole meeting.

IX. Executive Session

None.

X. Other Items of Business

None.

XI. Citizens to be Heard

No public comments were offered by those in attendance.

XII. Adjournment

Commissioner Hendrix left the meeting at 7:00 pm.

Acting Chairman Prochaska called roll. With only Commissioners Purcell and Prochaska present, the meeting summarily adjourned at 7:00 pm due to lack of a quorum.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING MINUTES
SEPTEMBER 13, 2017**

I. Call to Order

Acting Finance Committee Chair Gilmour called the Finance Committee meeting to order at 4:35 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Davidson, Prochaska, Gilmour and, all were present.

Commissioner Davidson made a motion to appoint Commissioner Prochaska to the Finance Committee for the meeting to achieve a quorum. Seconded by Commissioner Gilmour. Aye, all. Opposed, none.

III. Approval of Agenda

Commissioner Prochaska made a motion to amend the agenda order to allow for entry into "Executive Session" following "Citizens to Be Heard." Seconded by Commissioner Gilmour. Aye, all. Opposed, none.

IV. Citizens to be Heard

No public comments were offered by those in attendance.

V. Executive Session

Commissioner Davidson made a motion to enter into Executive Session under 2(c)5 of the open meetings act to discuss the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. Seconded by Commissioner Prochaska.

Roll call: Commissioners Davidson, Prochaska and Gilmour, aye. Opposed, none. Motion unanimously approved.

Executive Session called to order at 4:35 pm.

Commissioner Cullick entered the Executive Session meeting at 4:45 pm, presiding over the remainder of the Finance Committee meeting.

Commissioner Prochaska made a motion to adjourn from Executive Session. Seconded by Commissioner Cullick. Aye, all. Opposed, none. Motion unanimously approved.

Regular meeting reconvened at 5:00 pm.

VI. Approval to Forward Claims in an Amount Not-to-Exceed \$24,815.43.

Commissioner Davidson made a motion to forward claims to Commission in the amount of \$24,815.43. Seconded by Commissioner Prochaska.

The Finance Committee reviewed the claims list. Director Guritz reported that the claims list includes payments for approved capital project expenditures, as well as several security deposit returns for completed rental events at Ellis House and Hoover Forest Preserve.

Director Guritz also drew attention to the Newark Sanitary water testing reimbursement for wastewater treatment pond testing at Hoover Forest Preserve from November 2016 to present.

The Finance Committee discussed the Kendall County Outdoor Education Center claim in the amount of \$1,327.37 representing the proceeds from the 2017 Nature Quest summer camp sessions. The amount represents 50% of the registration proceeds after the direct camp expenses.

Chairman Cullick called the question. All, aye. Opposed, none.

VII. OmniTRAX – Illinois Railway Hoover Crossing Agreement – Negotiation Updates and Directions

The Finance Committee discussed the status of negotiation of a railway crossing agreement with OmniTRAX-Illinois Railway, including the pending federal grant-funded rail safety improvements through IDOT for the public road crossing at Hoover Forest Preserve to be completed as directed by the Illinois Commerce Commission final order.

Director Guritz reported that the ICC Docket had been recently updated by OmniTRAX attorneys requesting a 1-year extension to September 2018 to complete the project.

An overview report, memorandum from the Kendall County State's Attorney's Office, and past correspondence with OmniTRAX was included as an agenda packet report. The packet includes engineering specifications and a cost opinion completed by HR Green – SEC Group submitted to OmniTRAX as part of previous efforts to negotiate a crossing agreement and proposed crossing improvements.

Director Guritz reported that OmniTRAX is requesting \$9,000.00 in back-payments for annual crossing fees, and \$66,339.30 for crossing improvements completed in October 2016, absent an approved agreement. Director Guritz stated that the improvement costs completed in October 2016 do not match up with the HR Green-SEC Group engineering study and specifications presented to OmniTRAX-Illinois Railway pursuant to the District's past efforts to negotiate a crossing agreement, suggesting that the "Exhibit A" in the draft

agreement was developed by OmniTRAX in response to the submitted drawings and estimates.

Director Guritz reported that the October 2016 improvements could have been delayed and completed under the terms of the federal grant and Illinois Commerce Commission order had the company recognized the opportunity to engage during the lengthy petition process. It is unclear at this point whether the OmniTRAX improvements completed in October 2016 will be able to remain in place as the federally-funded rail safety improvement project moves forward.

Director Guritz noted that per correspondence with other Kendall County government and municipal agencies including the United City of Yorkville, different railway companies approach crossing agreements differently, with some waiving annual crossing fees for government agencies, but adding that typically the agency holding the crossing agreement agrees to pay for future maintenance costs for the crossing improvements.

The Finance Committee reviewed the Kendall County State's Attorney's Office memorandum requesting directions from Commission regarding current efforts to negotiate a crossing agreement.

Director Guritz recommended directing the State's Attorney's Office to request that OmniTRAX consider waiving or lowering the annual crossing back-payments and future payments, and submit additional documentation for the actual costs incurred for the October 2016 improvements completed for consideration as part of the negotiation of the final agreement.

Director Guritz also stated that the District's assignment of future maintenance costs within the final crossing agreement should be carefully examined to understand the District's scope and responsibilities that will be assumed within the crossing agreement for maintaining the completed improvements.

Commissioner Procahska pointed out that the Kennedy Road crossing is under the jurisdiction of the Burlington-Northern Railway.

VIII. Review of Financial and Cost Center Income Statements through August 30, 2017

The Finance Committee discussed the financial and income statements through August 30, 2017.

Budget Coordinator Latreese Caldwell presented an overview of the statements, and end-of-year projections. Mrs. Caldwell reported that the District is currently running a \$42,000 deficit for the year.

The Finance Committee reviewed the cost center summaries.

Latreese Caldwell reported that the District is on track for exceeding budget projections for the year with an estimated surplus of \$37,000.00.

Commissioner Davidson suggested that ideally, property taxes received during the fiscal year should fund the following year's expenses.

Director Guritz reported that he was working with the District's program managers and coordinators to address part time salary and benefit expense overages and imbalances that are not commensurate with the volume of program services delivered. New program budget models are being developed that the managers and coordinators will need to carefully manage in the upcoming year to close the program budget deficits to cover all direct costs, and in all areas, achieve the target program net projections.

IX. Other Items of Business

Director Guritz reported that the District has received the quit claim deed terminating the Pickerill-Pigott life estate effective September 1, 2017. The ComEd utility bill has been transferred to the District's account. Mr. Pickerill is requesting consideration of the District assuming the 2017 pro-rated tax bill payable in 2018 estimated at around \$19,000.00 which will be discussed during the Committee of the Whole in order to receive direction from the Board.

X. Citizens to be Heard

No public comments were offered by those in attendance.

XI. Adjournment

Commissioner Gilmour made a motion to adjourn. Seconded by Commissioner Cullick. Aye, all. Opposed, none. Meeting adjourned at 5:38 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE OF THE WHOLE MEETING MINUTES**

SEPTEMBER 13, 2017

I. Call to Order

President Gilmour called the meeting to order at 5:38 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Cullick, Davidson, Flowers, Gryder, Prochaska, Purcell, and Gilmour all were present.

III. Approval of Agenda

Commissioner Cullick made a motion to move agenda item XI – Kendall County Plants of Concern – Informational Report to follow the Director's report, and approve the agenda as amended. Seconded by Commissioner Purcell. All, aye. Opposed, none.

IV. Citizens to be Heard

No public comments were offered by citizens present at the meeting.

V. Director's Report

Director Guritz provided updates on priority projects.

Director Guritz reported on Dog at Large ordinance violations and need to enforce this issue when public safety is a concern.

Director Guritz reported that the District has received the Little Rock Creek grant agreement from the Illinois Department of Natural Resources, and requested that copies of the OSLAD-LWCF grant agreement remain at Commission stations to avoid waste of paper when the item is considered for approval at an upcoming Commission meeting.

Director Guritz reported that he had received letter of commitment from The Conservation Foundation informing the District that they will reimburse the District for the non-reimbursable portion of the yellow book appraisal needed as part of the OSLAD-LWCF grant project requirements.

Director Guritz also reported on the preliminary cost estimates for the initial parking lot and trail for Little Rock Creek, with a report attached to the Director's Report, with the understanding that a RTP (Recreational Trails Program) grant will be sought to leverage District capital funds to complete the proposed 0.75-mile multi-purpose trail loop. The RTP grant program match requirement is 20% of the total project cost, or \$20,000.00.

Director Guritz asked that the Committee of the Whole review the Superintendent's report, reporting that the Grounds Maintenance and Natural Resources staff are doing a great job this year, taking on many needed improvement projects.

VI. Kendall County Plants of Concern – Informational Report

Director Guritz introduced Natalie Nowak, an Oswego East High School student and District volunteer to present the results of her summer internship focusing on rare, threatened, and endangered plant species known to occur in Kendall County from past floristic quality inventory efforts spanning the past four decades.

Natalie Nowak, Oswego East High School student and District summer volunteer intern reported on her efforts to compile a master database for plant community floristic quality surveys completed over the past four decades held in the District's files.

Ms. Nowak contributed over 100-hours of time to complete the project, participated in field surveys to geo-locate conservative plant species known to occur at Maramech Forest Preserve, and participated in a meeting with the DuPage County Forest Preserve District to examine the best approaches for integrating the data onto the Kendall County GIS servers.

Ms. Nowak's efforts also included cross referencing the master spreadsheet against the Chicago Botanic Garden's Plants of Concern species list. The District partners with the Chicago Botanic Garden to document locations of rare or listed plant species, and retains annual monitoring data submitted by the District's Natural Area Volunteers who monitor local populations.

Ms. Nowak's study contributed to the working knowledge of the District by identifying additional plants of concern species documented within the District's preserve areas.

The District is partnering with the Chicago Botanic Garden to host a Plants of Concern training on March 3, 2018 at Hoover Forest Preserve, which serve to both recruit and train new NAV-Plants of Concern volunteers to support continued efforts to identify, document, and geo-locate rare and listed plant species populations.

The master database has already been used to secure seed funding for the restoration of the Eldamain-Schaeffer Road Fen located in Subat Forest Preserve. \$5,500 was received from the Kendall County Highway Department as part of their incidental take permit fee for impacts to mussel species in Rob Roy Creek for Eldamain Road improvements.

Ms. Nowak stated that she was inspired to help support the District's efforts after participating in the Project Maramech field trip program.

Director Guritz reported that the effort required compiling 32 separate surveys into a single spreadsheet. The master database provided location records for over 700 native-species, and 250 non-native species found in Kendall County natural areas.

Director Guritz reported that he was surprised to learn that the Lyon-Richard Young Forest Preserve contains the richest diversity of native-plant communities and plants of concern over the District's other preserve areas, and should be considered for designation as an Illinois State Nature Preserve through the Illinois Nature Preserves Commission.

Additional recommendations included expanding restoration and management efforts where rare and State-listed species are found, and expanding populations into other suitable habitat areas.

Commissioner Purcell expressed interest to hear that 18 different species of rare or State-listed plants are found at Lyon-Young Forest Preserve.

Ms. Nowak reported that she did not understand at first how important this work is, and how forest preserves efforts help conserve local species.

Director Guritz reported that baseline studies are needed for several forest preserve areas as funding becomes available. Director Guritz stated that the effort is needed to facilitate the transfer of knowledge, internally and externally.

President Gilmour thanked Ms. Nowak for her work efforts, stating that this type of work is the most important purpose for forest preserve districts.

VII. Executive Session

Commissioner Cullick made a motion to enter into Executive Session under 2(c)5 of the Open Meetings Act for the purpose of discussing the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. Seconded by Commissioner Purcell.

Roll call: Commissioners Cullick, Davidson, Flowers, Gryder, Prochaska, Purcell, and Gilmour, aye. Opposed, none. Executive Session called to order at 6:12 pm.

Commissioner Davidson made a motion to adjourn from Executive Session. Seconded by Commissioner Cullick. Aye, all. Opposed, none.

Regular meeting reconvened at 6:35 pm.

VIII. Whitetail Ridge HOA Memorandum of Understanding for Temporary Parcel Access to Henneberry Woods Forest Preserve

Director Guritz provided updates on continued negotiations to secure temporary construction access to complete the Henneberry Woods Forest Preserve Restoration and Mitigation project. Whitetail Ridge HOA President, Debbie Mika informed Director Guritz that the Board of Directors for the HOA would consider reducing the minimum setback to 500' so long as a provision were included stating that the public roads through the

subdivision would not be utilized for a future public entrance into Henneberry Forest Preserve.

The Committee of the Whole discussed the memorandum, noting that even if the District does not enter into the agreement does not limit completion of the requested improvements in the future.

At this point, the goal is to complete the restoration and mitigation project, with an alternative access plan and proposal to be considered at the October 3, 2017 Commission meeting.

Commissioner Purcell asked why the alternate plan is not being discussed in open session. Director Guritz reported that the MOU does not fit the criteria for closed session discussions under the Open Meetings Act.

Director Guritz stated that long-term access is needed to properly manage and maintain preserve resources.

The Committee of the Whole discussed the history of the District's acquisition of Henneberry Woods Forest Preserve noting that the subdivision plans included public roads connecting the Whitetail Ridge and Henneberry Woods subdivisions, with concept plans for building-out additional housing units within the entire forest preserve footprint. The traffic on the public roads, if that plan had moved forward, would be considerably more significant than the eventual public visitation to the preserve.

Commissioner Davidson stated that this is an issue that needs to be resolved, understanding that neither of the subdivision Associations want public access to pass through their respective neighborhoods. The Committee of the Whole concurred with this assessment, understanding that whatever solution is eventually achieved will not be popular either way.

The Committee of the Whole postponed further consideration pending the outcome on discussions to secure an alternative access to preserve lands with the District's personnel, contractors and equipment.

IX. SemperFi Land, Inc. Change Order Discussion

The Committee of the Whole postponed discussion on the SemperFi Land, Inc. change order tied to the proposed memorandum of understanding.

X. Illinois Department of Resources OSLAD-LWCF Grant Agreement #17-00992

Director Guritz presented the proposed grant agreement between the District and the State of Illinois – Illinois Department of Natural Resources awarding a \$750,000.00 50% matching grant for the “Little Rock Creek – Maramech Addition” project from the Open Space Land Acquisition and Development - Land and Water Conservation Fund. The proposed

acquisition of 135 +/- acres will protect in perpetuity a 1.25 mile stream corridor along Little Rock Creek, which is one of the highest-quality streams (top 5%) in the State of Illinois.

The Conservation Foundation has secured a purchase agreement for the property as part of their pledge to raise all required matching funds, which includes a \$600,000.00 grant award from the Illinois Clean Energy Community Foundation, and additional matching funds from the Hamill Family Grant to conserve important natural areas within the lower Fox River Watershed. The Conservation Foundation has notified the District of its intention to close on the property by the end of the calendar year.

Director Guritz stated that the first step is to approve the grant agreement next Tuesday, and to get underway with the appraisal effort. The Conservation Foundation has agreed to cover the non-reimbursable portion of the appraisal fee, with the remaining amount covered under the grant agreement.

After the appraisal is returned, and approved by the Illinois Department of Natural Resources, the District can begin to negotiate the purchase agreement with The Conservation Foundation, with the understanding that the approved appraisal will establish the fair market value for the parcel, with Illinois Department of Natural Resources guidance with negotiating the allowable costs for the purchase agreement.

Completion of the acquisition and property closing is scheduled to be completed by the end of the calendar year based on The Conservation Foundation's purchase agreement.

At closing, the District will wire an amount up to \$746,000.00 representing no more than 50% of the total acquisition costs, with The Conservation Foundation's donation providing the required match. Following closing, a final billing statement will be submitted to the Illinois Department of Natural Resources for full reimbursement.

The Committee of the Whole discussed the grant agreement and proposed acquisition project.

Commissioner Davidson asked at what point in the process is the Commission able to walk away if they do not wish to move forward with the project. Director Guritz stated that the first step is to approve the grant agreement and project appraisal. After the appraisal is completed, Commission will discuss and negotiate the terms of the purchase agreement that will be presented to The Conservation Foundation. If the terms are acceptable to both agencies, Commission will consider the final purchase agreement for approval. If the District's Board elects not to pursue the acquisition, the Illinois Department of Natural Resources will be informed of the decision to cancel the grant agreement. Director Guritz advised that there is no reason to believe that the grant funds available will not fully cover the closing costs, cautioning that there would be significant impacts if the grant funds available are sufficient to close on the acquisition, and Commission elects not to move

forward with the acquisition. The grant agreement has been forwarded to the Kendall County State's Attorney's Office in preparation for Commission discussions of the proposed grant agreement.

Commissioner Purcell asked Director Guritz to clarify the project, and how the appraisal is tied to the grant agreement. Director Guritz stated that the appraisal dictates the land value, with Commission authorizing the negotiation of the purchase agreement with The Conservation Foundation based on the results of the appraisal. The Illinois Department of Natural Resources approves the appraisal, and determines the allowable costs for the acquisition based on the appraised value. The Board of Commissioners then determines what amount should be initially offered within the purchase agreement, and following completion of negotiations, will consider the purchase agreement for approval.

Commissioner Purcell asked who suggested using Polach Appraisal Group, Inc. Director Guritz stated that the firm was initially recommended by The Conservation Foundation, and that the District approved the appraisal with The Conservation Foundation covering 50% of the preliminary appraisal costs.

Director Guritz provided an example of how this works. If the preliminary appraisal indicated a land value of \$10,500.00 per acre 18-months ago, and the comprehensive appraisal indicates a combined present fair market value of \$11,000.00 per acre, and the Illinois Department of Natural Resources approves the appraisal, the District's OSLAD-LWCF grant is able to cover 50% of the land purchase, with The Conservation Foundation's donation providing the 50% required match in full. In this instance, the total purchase price for the 135-acres would be \$1,485,000.00, and the District would pay half of this amount to The Conservation Foundation at closing.

Commissioner Purcell stated that his concern is that the District pays a fair price for the land. Director Guritz stated that the fair market value is established by the appraisal, which is subsequently approved by the Illinois Department of Natural Resources.

Commissioner Purcell asked why Polach Appraisal Group is the recommended appraiser over Ted Schneller. Director Guritz stated that both firms carry the requisite qualifications and are approved to complete the "yellow book" appraisals. Because Polach Appraisal Group completed the preliminary study, it is presumed that they can build off of their initial study and complete the full appraisal at a lower cost.

Commissioner Purcell stated that what he did not want to see is an appraisal at 15-20% above the market value that someone else would profit from. Director Guritz stated that he understood this, and that Commission could decide to secure a second appraisal if needed, understanding that the cost for the second appraisal would likely have to be incurred by the District.

Director Guritz stated that the amount of the grant will limit how much additional cost per acre can actually be afforded if the full appraisal indicates a higher fair market value, with the maximum amount needed to acquire the full 135 +/- acres only 4-5% higher than the initial appraised value. The maximum appraised value, or purchase cost under the grant agreement is \$11,051.00 per acre, or \$1,491,885.00.

Commissioner Purcell asked Commissioner Davidson what the current value of farmland in that area is going for. Commissioner Davidson stated that current farmland value is between \$9,000 to \$10,000 per acre, but that buildable land near woodlands will be higher than this for development purposes.

Commissioner Gryder made a motion to forward the grant agreement to Commission for consideration. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

XI. Polach Appraisal Group, Inc. Proposal

Director Guritz presented a proposal received from Polach Appraisal Group, Inc. in the amount of \$4,500.00, including a letter from The Conservation Foundation pledging to reimburse the District for 50% of the appraisal costs, with the remaining half reimbursable to the District under the OSLAD-LWCF grant agreement.

Commissioner Gryder made a motion to forward the proposal from Polach Appraisal Group, Inc. to Commission for consideration. Seconded by Commissioner Prochaska. All, aye. Opposed, none.

Commissioner Purcell requested that Director Guritz compile a report that would include a rough timeline for the project, how much District funding will be needed, and the timeframe for reimbursement. Director Guritz stated that this information would be provided, and that an initial cost estimate reviewed with Upland Design for the parking lot (\$78,000) and trail improvements (\$198,000) had been provided in the Director's Report, with the trail project affordable if the District is able to secure Recreational Trail Program funding. Commissioner Purcell suggested that Director Guritz speak with Fran Klaas as well to provide an estimate of the initial public access project costs.

XII. Ellis Farm Pond Restoration Project Budget and Timeframe

Director Guritz presented the budget for a proposed in-house restoration project funded by The Conservation Foundation's grant from LyondellBasell. Director Guritz stated that the project can be completed in-house for \$3,500.00.

Commissioner Purcell asked whether we have staff time to accomplish the project. Director Guritz stated that some initial work has been performed to mow and clear shoreline brush species, stating that due to these constraints, the project will likely be delayed to spring or fall 2018.

Commissioner Gryder made a motion to forward the grant proposal from The Conservation Foundation to Commission for approval. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

Commissioner Purcell adjourned from the Committee of the Whole meeting at 7:05 pm.

XIII. OmniTRAX-Illinois Railway Crossing Agreement and ICC Order Compliance Updates

Director Guritz presented correspondence from OmniTRAX and the Kendall County State's Attorney's Office related to continued efforts to negotiate a public rail crossing agreement for the rail crossing at Hoover Forest Preserve. The packet includes engineering specifications and a cost opinion completed by HR Green – SEC Group submitted to OmniTRAX as part of previous efforts to negotiate a crossing agreement and proposed crossing improvements.

The Committee of the Whole discussed the status of negotiation of a railway crossing agreement with OmniTRAX-Illinois Railway, including the pending federal grant-funded rail safety improvements through IDOT for the public road crossing at Hoover Forest Preserve to be completed as directed by the Illinois Commerce Commission final order.

Director Guritz reported that the ICC Docket had been recently updated by OmniTRAX attorneys requesting a 1-year extension to September 2018 to complete the project.

Director Guritz reported that OmniTRAX is requesting \$9,000.00 in back-payments for annual crossing fees, and \$66,339.30 for crossing improvements completed in October 2016, absent an approved agreement. Director Guritz stated that the improvement costs completed in October 2016 do not match up with the HR Green-SEC Group engineering study and specifications presented to OmniTRAX-Illinois Railway pursuant to the District's past efforts to negotiate a crossing agreement, suggesting that the "Exhibit A" in the draft agreement was developed by OmniTRAX in response to the submitted drawings and estimates.

Director Guritz reported that the October 2016 improvements could have been delayed and completed under the terms of the federal grant and Illinois Commerce Commission order had the company recognized the opportunity to engage during the lengthy petition process. It is unclear at this point whether the OmniTRAX improvements completed in October 2016 will be able to remain in place as the federally-funded rail safety improvement project moves forward.

Director Guritz noted that per correspondence with other Kendall County government and municipal agencies including the United City of Yorkville, different railway companies approach crossing agreements differently, with some waiving annual crossing fees for

government agencies, but adding that typically the agency holding the crossing agreement agrees to pay for future maintenance costs for the crossing improvements.

The Committee of the Whole reviewed the Kendall County State's Attorney's Office memorandum requesting directions from Commission regarding current efforts to negotiate a crossing agreement.

Director Guritz recommended directing the State's Attorney's Office to request that OmniTRAX consider waiving or lowering the annual crossing back-payments and future payments, and submit additional documentation for the actual costs incurred for the October 2016 improvements completed for consideration as part of the negotiation of the final agreement.

Commissioner Davidson stated that he has several questions that will need to be addressed by the State's Attorney's Office before providing directions on how best to respond to the OmniTRAX requests.

The Committee of the Whole discussed the Kendall County State's Attorney's memo, electing to defer the discussion to the Commission meeting when the State's Attorney's Office legal counsel is available to respond to questions from the Board.

XIV. Baker Woods Forest Preserve – 2018 Farm License Agreement Bidding Timeframe Discussion

Director Guritz requested direction on the timeframe for bidding the 41-acre +/- farm parcel at Baker Woods. Commissioner Davidson stated that future competitive bidding needs to be completed no later than September 1 of the prior year to provide sufficient notification to the current farm operator, and lead time for the incoming farm operator.

XV. ADA Notice and Grievance Procedures

Director Guritz presented a draft notice and grievance procedure received from the Kendall County State's Attorney's Office recommended for Commission approval as part of the District's compliance requirements with Title II of the Americans with Disabilities Act.

Commissioner Gryder made a motion to forward the notice and grievance procedure to Commission for approval. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

XVI. KCFPD Annual Sponsors Program Enrollment Package

Director Guritz presented updates to complete and publish the approved Annual Sponsorship Program package for the District.

Director Guritz reported that efforts will get underway in September to secure sponsors for 2018.

XVII. Winter Camp Fees and Charges

Environmental Education Coordinator Emily Dombrowski presented the proposed fees and charges for the District's 2018 winter camps.

The Committee of the Whole reviewed the camp descriptions and prices, and complimented Ms. Dombrowski for her creativity and tying into popular themes.

Commissioner Prochaska made a motion to forward the proposed winter camp fees and charges to Commission for approval. Seconded by Commissioner Cullick. All, aye. Opposed, none. Motion unanimously approved.

XVIII. Executive Session

None.

XIX. Other Items of Business

Director Guritz reported on the early termination of Ken Pickerill's life estate at Pickerill-Pigott Forest Preserve. The electrical meter has been added to the District's account for payment effective September 1, 2017. This is the only utility cost for the estate. The District has received a signed copy of the quit-claim deed, which will be filed with the Kendall County Clerk's Office, with the parcel tax-exemption filed with the Illinois Department of Revenue following recording of the quit claim deed.

Director Guritz requested Committee of the Whole direction in consideration of a request received from Ken Pickerill regarding the District's assumption of the 2017 pro-rated tax bill estimated at \$18,500.00. The Committee of the Whole instructed Director Guritz to place the item on the upcoming Commission agenda for consideration.

The Committee of the Whole discussed the possibility of asking the taxing bodies for relief from payment of the property taxes for 2017.

Director Guritz stated he would work to secure a proposal for preserve master planning from Upland Design, Inc. to begin in early 2018.

XX. Citizens to be Heard

None.

XXI. Summary of Action Items to be Taken

President Gilmour requested a summary of action items to be taken.

Director Guritz reported that agenda items moving forward to Commission for consideration of approval included the OSLAD-LWCF grant agreement, the Polach Appraisal

Group proposal, the ADA notice and grievance procedures, and the 2018 winter camp fees and charges. Items postponed for consideration included the Whitetail Ridge HOA memorandum of understanding and SemperFi Land, Inc. change order discussion.

Discussion of the status of negotiations for the OmniTRAX crossing agreement, including consultation with the Kendall County State's Attorney's Office will also be scheduled for discussion on the upcoming Commission meeting agenda, with the Ellis farm pond restoration project grant agreement considered on a future agenda once a grant agreement is received from The Conservation Foundation.

XXII. Adjournment

Commissioner Cullick made a motion to adjourn the meeting. Seconded by Commissioner Gryder. All, aye. Opposed, none. Meeting adjourned at 7:23 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Executive Director

RE: Illinois Department of Natural Resources – Open Space Land Acquisition and Development (OSLAD) - Land and Water Conservation Fund (LWCF) Grant Agreement for the Little Rock Creek – Maramech Addition Project

Date: September 18, 2017

Attachment: IDNR Award Letter and Grant Agreement #17-00992

District staff recommends approval of the OSLAD-LWCF grant for the acquisition of the Little Rock Creek Forest Preserve.

The District's acquisition costs for this property are fully reimbursable under the terms of the grant, with 100% of the matching requirement fulfilled by The Conservation Foundation's donation of property to the District at closing.

The District has received the grant agreement package (award letter and grant agreement excerpts attached) for the proposed acquisition of the Little Rock Creek Forest Preserve. The preliminary cost estimate for initial public access improvements completed in consultation with Upland Design is attached to this cover report.

The Conservation Foundation has entered into a purchase agreement with the property owners, and has launched a fundraising initiative to secure local matching funds. The Forest Foundation is considering contributing to the acquisition project as well.

Per The Conservation Foundation's purchase agreement, closing on the property will be completed before the end of the calendar year.

Once the grant agreement is approved, the District will need to complete an appraisal in accordance with the grant program guidelines, and negotiate and approve a purchase agreement once the final appraisal has been approved by the IDNR. The District anticipates that the acquisition costs will be fully reimbursable under the available grant funds, with The Conservation Foundation donating the required 50% match of total project costs.

The appraisal survey will take between 30-45 days to complete. Once completed, this information is presented to the IDNR for approval, with permission to enter into purchase agreement negotiations with The Conservation Foundation. The appraisal information will be presented to the Board of Commissioners at the first Commission

meeting in November, with presentation of the final negotiated agreement at the November 21, 2017 or December 5, 2017 Commission meetings.

The December 2017 closing date will be determined following approval of the purchase agreement.

The District's final billing statement will be submitted to the IDNR in mid-January, with reimbursement anticipated by the end of March, 2018 pre response from the IDNR Grant Program Administrator.

It should be noted that in reviewing the preliminary cost estimates for the initial public access improvements that the acquisition of this property will serve to offset District costs for an Incidental Take Permit for impacts to State listed species resulting from the in-stream activities associated with the Millbrook Bridge project, which is currently in permitting.

The cost assessments provided should be considered the maximum project costs, with contributions of grants, in-house efforts, and outside contributions to the work effort working to reduce the District's overall share of these expenses.



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

Bruce Rauner, Governor
Wayne A. Rosenthal, Director

September 6, 2017

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

Re: Project 17-00992
Little Rock Creek Acquisition – Maramech Addition
GRANT AWARD: \$746,000.00

Dear Mr. Guritz:

Congratulations on being selected by the Department for federal grant funding assistance through the State's FY' 17 Land and Water Conservation Fund (LWCF) appropriation. Your project has been assigned the above referenced project identification number and approved at the federal level for the dollar amount indicated. An additional amount (50% of costs up to \$4,000.00 whatever is less) will be made available to assist in the appraisal cost. All future correspondence concerning the project should reference the assigned project number and be directed to my attention.

Under federal procedures the Department has applied on behalf of your agency to the National Park Service (NPS) for final federal approval. Approval has been received and a copy of that grant is included as "Part Three Attachment" to your grant because you are obligated to follow their requirements as well.

A Project Agreement with the IDNR is included with this letter, PLEASE REVIEW THE DOCUMENT CAREFULLY. If acceptable, please have the agreement signed by an appropriate official from your agency and return it to the Department. Once the document has been fully executed, a copy will be returned to you for your agency's files. Along with the project agreement, an acquisition schedule that includes an estimated date for the reimbursement request is required. An example format is included in the Implementation and Billing Requirements (Exhibit B1).

As indicated on the enclosed timeline, the first task is the completion and submittal of one independent appraisal report for each parcel in the project no later than December 31, 2017. The report must be completed in accordance with the appraisal requirements and instructions in Exhibit B1. These instructions provide complete guidance regarding the appraisal process and the Department's certification (approval) of fair market value. **It is important to indicate to the chosen appraiser that this project is federally funded and the appraisal(s) must be prepared in full accordance with the "Uniform Appraisal Standards for Federal Land Acquisition".** The standards can be viewed at http://www.justice.gov/enrd/ENRD_Assets/Uniform-Appraisal-Standards.pdf. No negotiations with the seller(s) should take place until authorized by the Department.

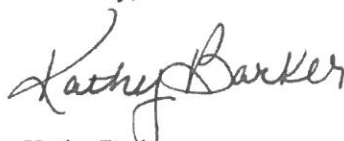
The appraisers listed in your application, Kenneth F. Polach and Mark K. Polach of Polach Appraisal Group and Ted L. Schneller, have been approved by the Department for assignment. You should proceed, at this time, to contact one or both of them to begin work on the required appraisal report(s). **NOTE:** It is mandatory that the appraiser contact the Department's Division of Realty review appraisers at 217/782-7940 to discuss the project before the appraisal is started. Once completed please submit the appraisal to me for review by the Realty Division.

Please note the following:

- **You should only use the forms and instructions under TASK 1 of the Implementation and Billing Requirements at this time.**
- Should your project involve the displacement of any persons, families or businesses, please contact the Department immediately for further instructions involving relocation procedures. Be prepared to submit the qualifications of the person(s) responsible for preparing the required Relocation Plan and Housing Assistance Plan.
- All non-recreation uses of the site existing at the time of acquisition, including agricultural practices, must be terminated prior to LWCF grant reimbursement.
- Your agency is responsible for compliance with the "Americans with Disabilities Act of 1990" which provides comprehensive civil rights protection to individuals with disabilities. Specifically, local units of government are covered under subtitle A of Title II of the ADA. If you have any questions regarding your agency's responsibilities for ADA, please contact our office. The enclosed EEO poster or one similar to it must be displayed for public notice by your agency.
- Your agency may be subject to the audit requirements of federal OMB Circular 2 CFR 200. The enclosed OMB 2 CFR 200.500 Audit Certification Statement must be completed and returned with the Project Agreements. An auditing professional should be consulted to determine whether this requirement may apply to your agency.

If you have any questions or if any of the preceding grant stipulations would prevent your agency from moving forward with this project, please contact me at (217) 785-8944 or kathy.barker@illinois.gov. I look forward to working with you in successfully completing this most worthwhile project.

Sincerely,



Kathy Barker
Senior Grant Administrator
Division of Grant Administration

cc: Tab Bumgardner, Division of Realty (electronic copy only)

Enclosures: EEO Poster

GRANT AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
AND
KENDALL COUNTY FOREST PRESERVE DISTRICT**

The Illinois Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield, IL 62702-1271
and Kendall County Forest Preserve District (Grantee), with its principal office at 110 W. Madison, Yorkville, IL 60560
and payment address (if different than principal office) at N/A
hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 079859610 is Grantee's correct DUNS number, that 36-6006598 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration (if federal funds). Grantee is doing business as a (check):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> C = corporation |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Estate or Trust | |

1.2. Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be \$746,000.00, of which \$746,000.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is P17AP00211 / 17-00992, the Federal awarding agency is Department of Interior, National Park Service and the Federal Award date is August 2, 2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Outdoor Recreation Acquisition, Development and Planning and Number is 15.916. The Catalog of State Financial Assistance (CSFA) Number is 422-11-1094.

1.4. Term. This Agreement shall be 06/01/2017 and shall expire 12/31/2019 unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Department of Natural Resources

Kendall County Forest Preserve District

By: _____
Signature of Director of IDNR

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
E-mail: _____

Date: _____
Printed Name: Wayne A. Rosenthal
Printed Title: _____
Designee

By: _____
Signature of Chief Financial Officer

Date: _____
Printed Name: Doug Florence

By: _____
Signature of Chief Counsel

Date: _____
Printed Name: Eric L. Lohrenz

Historic and Natural Resources Preservation Covenant
For 135 acres of
Little Rock Creek Acquisition – Maramech Addition
By the Forest Preserve District of Kendall County

In consideration of acceptance of the Illinois Department of Natural Resources LWCF Grant by the Forest Preserve District of Kendall County for acquisition of a parcel of land of about 135 acres (legal description attached as Appendix A) and herein referred to as Little Rock Creek Acquisition – Maramech Addition, the Forest Preserve District of Kendall County agrees to the following:

1. Grantee shall fully comply with all applicable state and federal laws, including but not limited to the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, et seq.), the Natural Areas Preservation Act (525 ILCS 30/1 et seq.), the Endangered Species Protection Act (520 ILCS 10/1 et seq.), the Illinois Interagency Wetland Policy Act of 1989, the Human Skeletal Remains Protection Act (20 ILCS 3440), and Section 106 of the National Historic Preservation Act of 1966, as amended (36 CFR Part 800.4).
2. No construction, alteration, or disturbance of the ground surface or structure older than 50 years shall be undertaken or permitted to be undertaken on the aforesaid 135 acres of the Little Rock Creek Acquisition – Maramech Addition without the express prior written permission of the Illinois Department of Natural Resources, Comprehensive Environmental Review Program who may require archaeological or environmental surveys and/or site or structure mitigation prior to any undertaking.
3. The Illinois Department of Natural Resources and the Illinois Historic Preservation Agency shall be permitted at all reasonable times to inspect the aforesaid property in order to ascertain if the above conditions are being observed.
4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Illinois Department of Natural Resources may, following reasonable notice to the Grantee, institute suit to enjoin said violation or to require the restoration or mitigation of natural resources or archaeological sites or structures disturbed by construction, alteration, or disturbance of the ground surface or structure older than 50 years.
5. The Grantee agrees that the Illinois Department of Natural Resources may, at its discretion and without prior notice to the Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.
6. This covenant is binding on the Grantee, its successors and assignees in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself or either the fee simple title or any other lesser estate in these 135 acres of the Little Rock Creek Acquisition – Maramech Addition.
7. The failure of the Illinois Department of Natural Resources to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

This covenant shall be a binding servitude upon these 135 acres of the Little Rock Creek Acquisition – Maramech Addition and shall be deemed to run with the land, and the acceptance of this conveyance by the Forest Preserve District of Kendall County shall constitute evidence that the Forest Preserve District of Kendall County agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

Notice of State Award

STATE OF ILLINOIS GRANT INFORMATION			
State Award Identification	Name of State Agency (Grantor): Department of Natural Resources Department/Organizational Unit: Grant Management and Assistance		
State Award Identification Number (SAIN)	CSFA + 4 digit + Alpha designating State(F), Federal or Both 422-11-1094 (F) Grant # 17-00992		
State Program Description	<i>If not identical to the Federal Program description, please list both descriptions</i> Outdoor Recreation Acquisition, Development and Planning aka Land and Water Conservation Fund		
Announcement Type	<input checked="" type="checkbox"/> Initial announcement <input type="checkbox"/> Modification of an existing award (explain):		
Agency (Grantor)Contact Information	Name, email address and phone number Kathy Barker, Senior Grant Administrator <u>kathy.barker@illinois.gov</u> (217) 785-8944		
GRANTEE INFORMATION			
Grantee /Subrecipient Information	Name: Kendall County Forest Preserve District Address: 110 W. Madison, Yorkville, IL 60560 Phone: (630) 553-4131 Email: <u>dguritz@co.kendall.il.us</u> DUNS# : 079859610 FEIN # : 36-6006598		
Period of Performance	Start and End date: Upon Full Execution – June 30, 2019		
FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
465		15.916	\$750,000
TOTAL			
(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards			
TERMS AND CONDITIONS			
Grantee Indirect Cost Rate Information	Rate: No Indirect Costs Claimed Base: Period: <i>List and cite all statutory or programmatic restrictions, limits or caps on indirect costs</i>		
Research & Development	<input type="checkbox"/> Yes, provide description: <input checked="" type="checkbox"/> No		
Cost Sharing or Matching Requirements	<input checked="" type="checkbox"/> Yes, provide description: A 50% match is required for this program. <input type="checkbox"/> No		

Uniform Term(s)	➤ CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) ➤ Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 ➤ Illinois Administrative Code	
Grantor-Specific Term(s)	<i>List and cite additional requirements the Agency (Grantor) has placed on the Grantee: See Exhibits H Part Two & Exhibit B1 of the Agreement.</i>	
Project-Specific Term(s)	<i>List and cite additional requirements the Agency (Grantor) has placed on the Project: See Exhibits A, B, C, E, F, Part Three & Exhibit B2 of the Agreement.</i>	
SPECIFIC CONDITIONS ASSIGNED TO GRANTEE		
	<u>FISCAL & ADMINISTRATIVE</u>	<u>PROGRAMMATIC</u>
<i>(1) The nature of the additional requirements</i>	No Specific Conditions are required in this area.	No Specific Conditions are required in this area.
<i>(2) The reason why the additional requirements are being imposed</i>	No Specific Conditions are required in this area.	No Specific Conditions are required in this area.
<i>(3) The nature of the action needed to remove the additional requirement, if applicable</i>	No Specific Conditions are required in this area.	No Specific Conditions are required in this area.
<i>(4) The time allowed for completing the actions if applicable</i>	No Specific Conditions are required in this area.	No Specific Conditions are required in this area.
<i>(5) The method for requesting reconsideration of the additional requirements imposed</i>	No Specific Conditions are required in this area.	No Specific Conditions are required in this area.

SIGNATURE

Kendall County Forest Preserve District

Institution/Organization

Signature

Jill Ferko

Name of Official

Treasurer, Kendall County Forest Preserve District

Title

Chief Financial Officer (or equivalent)

September 19, 2017

Date of Execution

Little Rock Creek - Cost Estimate for Initial Public Access Required Improvements
PRELIMINARY FIGURES for REVIEW
18-Sep-17

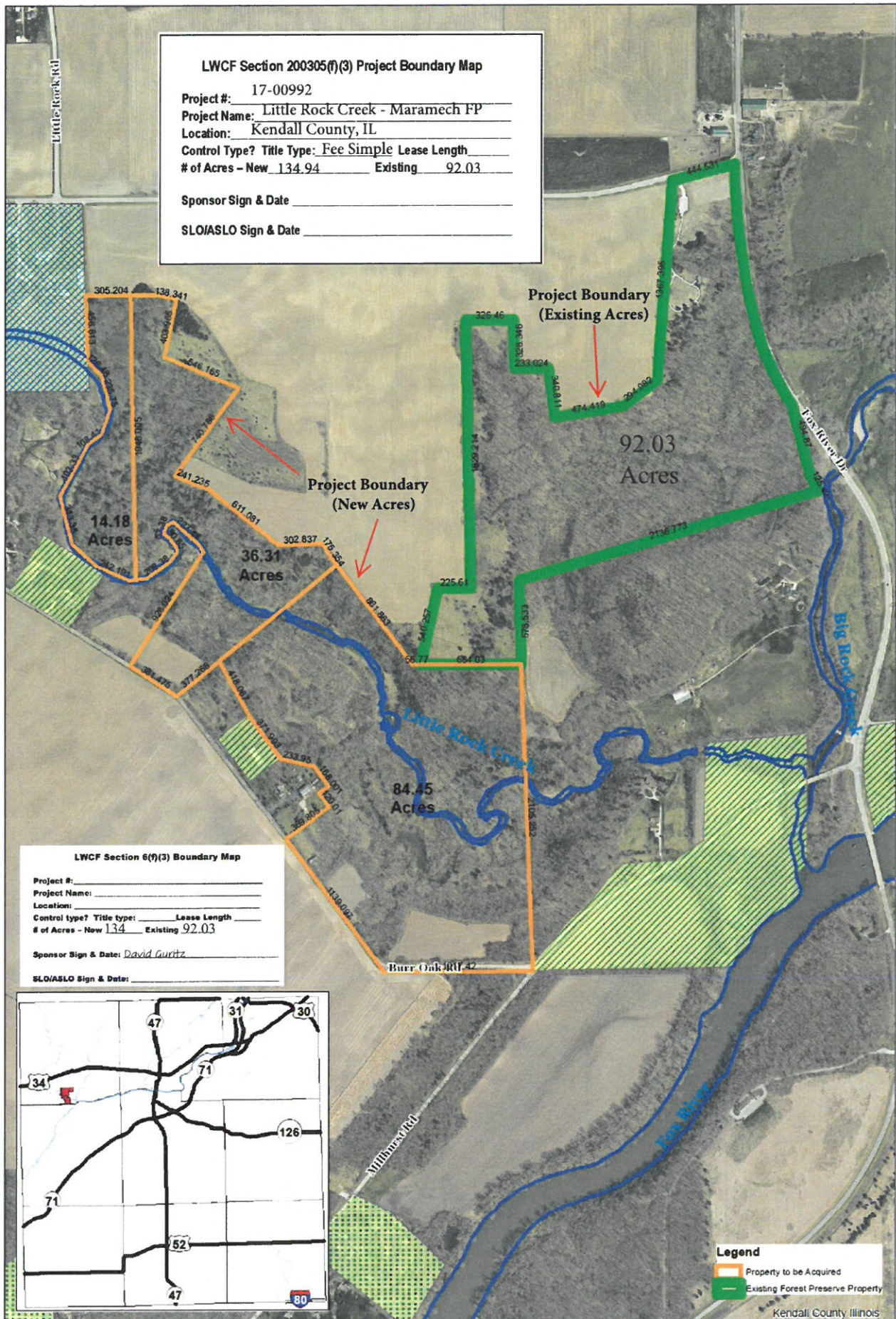
Little Rock Creek - Public Entrance and Parking Cost Estimate					
General Conditions - 5%	1	LS	\$3,126.50		\$3,126.50
Plans and Specifications - 10%	1	LS	\$6,253.00		\$6,253.00
Contingency - 10%	1	LS	\$6,253.00		\$6,253.00
Site Preparation and Grading	270	CY	\$45.00		\$12,150.00
Vehicular Crushed Stone Paving at Access Drive - 8" depth	250	SY	\$20.00		\$5,000.00
Vehicular Crushed Stone Parking Lot - 8" depth	750	SY	\$20.00		\$15,000.00
Concrete Paving at Trailhead - 5" depth	2000	SF	\$8.50		\$17,000.00
Concrete Paving at ADA space - 6" depth	640	SF	\$9.50		\$6,080.00
ADA Parking Sign	2	EA	\$200.00		\$400.00
Benches	2	EA	\$1,000.00		\$2,000.00
Soil Erosion and Control Measures	1	LS	\$2,500.00		\$2,500.00
Turf Grass with Blanket	400	SY	\$6.00		\$2,400.00
			Total		\$78,162.50
Little Rock Creek - Multi-Use Trails Cost Estimate					
General Conditions - 5%	1	LS	\$7,933.00		\$7,933.00
Plans and Specifications - 10%	1	LS	\$15,866.00		\$15,866.00
Contingency - 10%	1	LS	\$15,866.00		\$15,866.00
Site Preparation and Grading	1800	CY	\$45.00		\$81,000.00
Limestone Screening - 8' wide trail at 6" depth - 3960 LF	3520	SY	\$16.00		\$56,320.00
Undercut and PGE	100	CY	\$55.00		\$5,500.00
Soil Erosion and Control Measures	7040	LF	\$2.25		\$15,840.00
			Total*		\$198,325.00
			Total Preserve Improvements		\$276,487.50
Through the RTP Grant Program - trail improvements up to \$200,000 are funded with a 20% (Approx. \$20K) match requirement.					

LWCF Section 200305(f)(3) Project Boundary Map

Project #: 17-00992
 Project Name: Little Rock Creek - Maramech FP
 Location: Kendall County, IL
 Control Type? Title Type: Fee Simple Lease Length _____
 # of Acres - New 134.94 Existing 92.03

Sponsor Sign & Date _____

SLO/ASLO Sign & Date _____



LWCF Section 6(f)(3) Boundary Map

Project #: _____
 Project Name: _____
 Location: _____
 Control type? Title type: _____ Lease Length _____
 # of Acres - New 134 Existing 92.03

Sponsor Sign & Date: David Gurtz

SLO/ASLO Sign & Date: _____



Kendall County GIS

111 West Fox Street - Suite 201
 Yorkville, Illinois 60550-1001
 815.463.2222

Maramech Acquisition
 Little Rock Twp.
 Kendall County Illinois

0 500 1,000 1,500
 Feet

1 inch = 600 feet

Created: 04/10/2017

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Executive Director

RE: Polach Appraisal Group, Inc. Proposal

Date: September 18, 2017

Attachment: Polach Appraisal Group, Inc. Appraisal Proposal

District staff recommends approval of the Polach Appraisal Group, Inc. "yellow book" appraisal in the amount of \$4,500.00. 50% of this cost will be reimbursed to the District through the OSLAD-LWCF Little Rock Creek project grant, with the remaining 50% reimbursed to the District by a donation from The Conservation Foundation (letter and proposal attached).

Once approved, the appraisal should be complete within 45 days.

Recommendation:

Consider a motion to approve the Polach Appraisal Group, Inc. proposal in the amount of \$4,500.00.

POLACH APPRAISAL GROUP, INC.

1761 S. Naperville Road • Suite 103
Wheaton, Illinois 60189
Phone: 630.682.4650
Fax: 630.682.4814

121 W. Wacker Drive • Suite 856
Chicago, Illinois 60601
Phone: 312.422.1200
Fax: 312.422.1201

PROPOSAL FOR PROFESSIONAL SERVICES

AT THE REQUEST OF: David Guritz, Director
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560

WITH REFERENCE TO THE FOLLOWING DESCRIBED PROPERTY:

Two Appraisal Reports in conformance with the Uniform Standards for Federal Land Acquisitions (Yellow Book Standards)

Report One:

Parcel Number 01-33-400-006 – 84.95 acres
Unincorporated Kendall County

Report Two:

Parcel Numbers
01-33-100-040 – 14.18 acres
01-33-200-004 – 36.31 acres
Unincorporated Kendall County

POLACH APPRAISAL GROUP, INC., HEREBY AGREES TO PERFORM THE FOLLOWING PROFESSIONAL SERVICES:

Inspection of the two subject properties; research with respect to the subject properties; market data research; analysis of the subject properties and the market data; provide an opinion of market value for the whole property; provide an opinion of the total compensation due the property owners as a result of a partial acquisition of each property; preparation and submittal of an appraisal report for each property in conformance with the Uniform Standards for Federal Land Acquisitions (Yellow Book Standards).

DAVID GURITZ ON BEHALF OF KENDALL COUNTY FOREST PRESERVE DISTRICT DOES HEREBY RETAIN POLACH APPRAISAL GROUP, INC., BASED UPON THE FOLLOWING TERMS AND CONDITIONS:

The time of completion of this assignment will be within (45) forty-five days from the date of acceptance of this proposal and receipt of the requested retainer.

The fee for these services will be FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500).

To ensure proper billing, please indicate below the person responsible for payment of the aforementioned fees:

POLACH APPRAISAL GROUP, INC.

September 12, 2017
David Guritz

Page 2
Proposal For Professional Services Cont'd.

Company: _____
Contact Person: _____
Title: _____
Address: _____
City, State, Zip: _____
Telephone #: _____
Email: _____


BY PAYMENT OF THE RETAINER REQUESTED IN THE AMOUNT OF (-0-) NONE REQUIRED, with the balance of the recited fees to be paid **AS BILLED, DAVID GURITZ ON BEHALF OF KENDALL COUNTY FOREST PRESERVE DISTRICT** does hereby confirm the above terms and conditions in addition to accepting those standard **CONTINGENT AND LIMITING CONDITIONS** attached hereto as Exhibit "A".

No changes in this assignment shall be made without the expressed consent of the undersigned. If upon inspection of the captioned property or review of the material to be supplied by the client or agent, it is determined by **POLACH APPRAISAL GROUP, INC.**, that misrepresentations have been made with respect to the property or data pertinent to this appraisal, the appraisers reserve the right to cancel this contract and refund the retainer charged, less a reasonable inspection fee and actual expenses, or to revise our proposal in accordance with actual conditions and submit same to the client for his review and acceptance. **AMOUNTS UNPAID AFTER 30 DAYS** will be subject to a finance charge of 1.5% per month on the unpaid balance.

If this account is turned over for collection, an amount equal to 40% of the unpaid fee will be added to cover any collection costs.

This proposal is valid for (21) twenty-one days from the date affixed by **POLACH APPRAISAL GROUP, INC.** It is understood that work will only commence on this assignment upon our receipt of the signed copy of the proposal and the requested retainer.

This proposal is submitted to document the agreement between the parties. In the event there are any questions or comments before signing this proposal, please call the undersigned. **POLACH APPRAISAL GROUP, INC.**, is pleased to have the opportunity to be of service to you in this assignment.



Kenneth F. Polach, MAI, SRA
POLACH APPRAISAL GROUP, INC.

Date 9/12/17

David Guritz, Director
KENDALL COUNTY FOREST PRESERVE DISTRICT

Date _____

POLACH APPRAISAL GROUP, INC.

CONTINGENT AND LIMITING CONDITIONS

Exhibit A

It is assumed that the title to this property is good and marketable. No title search has been made, nor have we attempted to determine ownership of the property. The value opinion is given without regard to any questions of title, boundaries or encroachments. It is assumed that all assessments are paid. We assume the property to be free and clear of liens and encumbrances except as noted. No attempt has been made to render an opinion or determine the status of easements that may exist.

The legal description, if included in any report, should be verified by legal counsel before being relied upon or used in any conveyance or other document.

We are not familiar with any engineering studies made to determine the bearing capacity of the land. We assume improvements in the area appear to be structurally sound. It, therefore, is assumed that soil and subsoil conditions are stable unless specifically outlined.

Any exhibits in the report are intended to assist the reader in visualizing the property and its surroundings. The drawings are not intended as surveys and no responsibility is assumed for their cartographic accuracy. Drawings are not intended to be exact in size, scale or detail.

Areas and dimensions of the property may or may not have been physically measured. If data is furnished by the principal or from plot plans or surveys furnished by the principal, or from public records, we assume it to be reasonably accurate. In the absence of current surveys, land areas may be based upon representations made by the owner's agents or our client. No responsibility is assumed for discrepancies which may become evident from a licensed survey of the property.

Our value opinion involves only the real estate and all normal building equipment if any improvements are involved. No consideration was given to personal property, (or special equipment), unless stated.

It is assumed that the property is subject to lawful, competent and informed ownership and management unless noted.

Information in this report concerning market data was obtained from buyers, sellers, brokers, attorneys, trade publications or public records. To the extent possible, this information was examined for accuracy and is believed to be reliable. Dimensions, areas or data obtained from others are believed correct; however, no guarantee is made in that the appraiser did not personally measure same.

Any information, in whatever form, furnished by others is believed to be reliable; however, no responsibility is assumed for its accuracy.

The physical condition of any improvements described herein was based on visual inspection only. Electrical, heating, cooling, plumbing, sewer and/or septic system, mechanical equipment and water supply were not specifically tested but were assumed to be in good working order, and adequate, unless otherwise specified. No liability is assumed for the soundness of structural members, since no engineering tests were made of same. The roof(s) of structures described herein are assumed to be in good repair unless otherwise noted.

The existence of potentially hazardous material used in the construction or maintenance of the building, such as urea formaldehyde foam insulation and/or asbestos insulation, which may or may not be present on the property, has not been considered. In addition no deposit of toxic wastes, unless specifically mentioned herein, have been considered. The appraiser is not qualified to detect such substances and suggests the client seek an expert opinion, if desired. Further, this report does not consider the potential ramifications due to the presence of Underground Storage Tanks (UST) or the possible environmental impact due to leakage and/or soil contamination, if present.

It is specifically noted that the appraiser(s) have not conducted tests to determine the presence of, or absence of, Radon. We are not qualified to detect the presence of Radon gas, which requires special tests and, therefore, must suggest that if the buyer is suspect as to the presence of Radon or any other potentially hazardous substances, he or she should take steps to have proper testing done by qualified firms who have the equipment and expertise to determine the presence of this substance in the property.

POLACH APPRAISAL GROUP, INC.

In addition, if the client has any concern regarding the structural, mechanical or protective components of the improvements described herein, or the adequacy or quality of sewer, water or other utilities, it is suggested that independent contractors or experts in these disciplines be retained by said client, before relying upon this appraisal.

The separate allocation between land and improvements, if applicable, represents our judgment only under the existing utilization of the property. A re-evaluation should be made if the improvements are removed or substantially altered, and the land utilized for another purpose.

All information and comments concerning the location, neighborhood, trends, construction quality and costs, loss in value from whatever cause, condition, rents, or any other data for the property appraised herein, represents the opinions of the appraiser formed after an examination and study of the property.

Any valuation analysis of the income stream had been predicated upon financing conditions as specified in the report, which we have reason to believe are currently available for this property. Financing terms and conditions other than those indicated may alter the final value conclusions.

Stabilized expenses shown in the Income Capitalization Approach, if used, are projections, and are based on past operating history if available, and are stabilized as generally typical over a reasonable time period.

The appraiser is not required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been made previously thereto. If the appraiser(s) is subpoenaed pursuant to court order, the client will be required to compensate said appraiser(s) for his time at his regular hourly rates plus expenses.

All opinions, as to values stated, are presented as the appraiser's considered opinion based on the information set forth in the report. We assume no responsibility for changes in market conditions or for the inability of the client or any other party to achieve their desired results based upon the appraised value. Further, some of the assumptions made can be subject to variation depending upon evolving events. We realize some assumptions may never occur and unanticipated events or circumstances may occur. Therefore, actual results achieved during the projection period may vary from those in our report.

Appraisals made subject to satisfactory completion of construction, repairs, alterations, remodeling or rehabilitation, are contingent upon completion of such work in a timely manner using good quality materials and workmanship and in substantial conformity to plans or descriptions or attachments made hereto.

Unless otherwise noted, it is assumed that the construction and use of the appraised property, if improved, complies with all public authorities having jurisdiction, including but not limited to the National Environmental Protection Act and any other applicable federal, state, municipal, and local environmental impact or energy laws or regulations.

This report should not be used or relied upon by any other party except the client to whom the report is addressed. Any party who uses or relies upon any information in the report without the preparer's written consent, does so at his own risk. The Appraiser/consultant responsibility is limited to the client, and use of this appraisal by third parties shall be solely at the risk of the client and/or third parties.

A signatory of this appraisal report is a member or affiliate of the Appraisal Institute. The Bylaws and Regulations of the Institute require each member and candidate to control the use and distribution of each appraisal report signed by such member or candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this was prepared. Selected portions of this appraisal report, however, shall not be given to third parties without prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal report. This restriction applies particularly to the valuation conclusions, the identity of the appraisers, or any reference to the Appraisal Institute, or to the MAI, SRA, or SRPA designations.

Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute.

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Executive Director

RE: OmniTRAX – Illinois Railway Crossing Agreement and ICC Order Updates for
Proposed Federally Funded Crossing Improvements

Attachments: HR Green-SEC Group Crossing Improvements Designs
State's Attorney's Office Memo

Date: September 18, 2017

The attached spreadsheet recently submitted to the District by OmniTRAX representatives details an additional request for annual crossing agreement back-payments totaling \$9,000.00, absent an approved crossing agreement.

Separately, the "Exhibit A" included with the 2012 draft crossing agreement details proposed improvement costs totaling \$66,339.30 that are based on the completion of the work outlined in the attached HR Green- SEC Group specifications, which includes engineering drawings and estimates received from work performed on behalf of the District at around the same timeframe as the draft crossing agreement was under negotiation. This information was provided to OmniTRAX during this timeframe.

In summary, the work completed by OmniTRAX in October 2016 does not appear to coincide with the engineering drawings submitted, or engineer's cost estimates for completing this work.

Crossing improvements completed may need to be reconstructed in order to comply with the ICC order and federal grant crossing project.

Separately, Illinois Railway has submitted a request for a modification to the September 2016 ICC Order (attached) for a time extension to complete the crossing improvement project by September 28, 2018.

Recommendations:

Based on the State's Attorney's memo, provide directions as needed for continued negotiations of a crossing agreement for Hoover Forest Preserve.



PROFILE	NO.	NO.
	NOTE BOOK	
SURVEYED	PLOTTED	
	GRADES CHECKED	
	BAL. NOTED	
	STRUCTURE NOTATIONS CHD.	
DATE	BY	

[illegible]

*Assumed that at least pavement depth of 3' bbl. over 6" min. 1999 base course had to be excavated.

SUMMARY	
SUBTOTAL - FIRMATE ROADWAY	\$ 32,074.00
CONTRACTOR'S FEE (5%)	\$ 1,603.70
SALE TAX (6.25% ON TOTAL BIDDING AMOUNT) (BID/ESTIMATE)	\$ 2,079.63
CHANGING PROPER 10' x 16' Concrete Paralel Area as Shaded & Indicated in Plans	\$ 150,000.00
GRAND TOTAL	\$ 285,498.00

*****INCLUDES ALL MATERIAL, LABOR AND ENGINEERING, BUT NOT ELECTRICAL TO SIGNAL. (BUDGETARY PRICE FROM RAIL ROAD SIGNAL, INC.)

[illegible]

PRELIMINARY CONSTRUCTION COST ESTIMATE (2011 DOLLARS)

PRIVATE ROAD RAIL CROSSING AT HOOVER RECREATION FACILITY

JOB NO.: KCFP-090378

DATE: May 2011

IDOT Pay Code	Item	Unit	Quantity	Unit Cost	Cost
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER - BY KCFP)	EACH			
20200100*	EARTH EXCAVATION	CY	161	\$30.00	\$4,830.00
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	124	\$15.00	\$1,860.00
25000210	SEEDING, CL 2A	ACRE	0.1	\$1,500.00	\$150.00
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	9	\$5.00	\$45.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	9	\$5.00	\$45.00
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	9	\$5.00	\$45.00
25100630	EROSION CONTROL BLANKET	SQ YD	124	\$5.00	\$620.00
28000400	PERIMETER EROSION BARRIER	FOOT	300	\$2.00	\$600.00
28000500	INLET AND PIPE PROTECTION	EACH	2	\$250.00	\$500.00
35101100**	AGGREGATE BASE COURSE, TYPE A 8"	SQ YD	425	\$15.00	\$6,375.00
31101200**	SUB-BASE GRANULAR MATERIAL, TYPE B 12"	SQ YD	15	\$50.00	\$750.00
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	132	\$3.50	\$462.00
40603085**	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70 (1.5")	TON	42.3	\$100.00	\$4,230.00
40603340**	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70 (1.5")	TON	42.3	\$100.00	\$4,230.00
542A0220	PIPE CULVERTS, CLASS A, TYPE 1 15"	FOOT	72	\$30.00	\$2,160.00
54213660	PRECAST REINFORCED CONCRETE FLARED END SECTION 15"	EACH	4	\$625.00	\$2,500.00
67100100	MOBILIZATION	L SUM	1	\$2,000.00	\$2,000.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	240	\$2.00	\$480.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	32	\$6.00	\$192.00
X0006653	FENCE, SPECIAL (BY KCFP)	FOOT	350		
PRIVATE ROADWAY SUBTOTAL=					\$32,074.00

*Assumed that at least pavement depth of 3" bit over 8" min. agg. base course had to be excavated.

**The design is per IDOT BLR Chapter 37 minimum pavement requirements

***Pavement section requires a soil boring at crossing or a soil scientist to verify compaction prior to final pavement design.

SUMMARY

SUBTOTAL - PRIVATE ROADWAY	\$	32,074.00
CONTINGENCIES (20%)	\$	6,414.80
RAILROAD CROSSBUCK SIGNAL INSTALLATION (ALL INCLUSIVE****)	\$	100,000.00
CROSSING PROPER (30' x 16' Concrete Panels, Area as labeled & hatched in plans)	\$	120,000.00
GRAND TOTAL	\$	258,488.80

*****INCLUDES ALL MATERIAL, LABOR AND ENGINEERING, BUT NOT ELECTRICAL TO SIGNAL (BUDGETARY PRICE FROM RAILROAD SIGNAL, INC.)

MEMORANDUM REGARDING
ILLINOIS RAILWAY INC. AND KENDALL COUNTY FOREST PRESERVE
PUBLIC CROSSING LICENSE
HOOVER ROAD

TO: Leslie Johnson

FROM: Lisa Coffey

Attached hereto are the following documents:

1. Public Road Crossing License Dated 2/17/10;
2. Public Road Crossing License Dated 8/24/12;
3. Timeline of Correspondence with Forest Preserve District (FPD);
4. "Exhibit A"-Kendall County Crossing;
5. Illinois Commerce Commission Order dated 9/28/16.

The KCFPD was contacted by Omnitrax, i.e., the railroad regarding costs incurred for improvements to the crossing and the negotiation/finalization of a Public Road Crossing License. Jason Petit was in the process of negotiating a Public Road Crossing License when he was at the KCFPD. I had a conference call for informational purposes with the representatives from Omnitrax. After that phone conference, I was sent the attached #3 above which purports to be a timeline of communication and correspondence.

At this point, Omnitrax is requesting reimbursement for the work done in #4 above and an executed Public Road Crossing License.

The issues are:

- A. Do we have an responsibility to reimburse Omnitrax for those repairs completed in #4 above;
- B. What terms are acceptable relative to a Public Road Crossing License? The most recent version that I have available is #2 above. This would include the consideration of costs for future maintenance and use of the crossing.
- C. The ICC Order is attached as it is significant relative to the responsibilities of Omnitrax relative to this crossing. My understanding is that Omnitrax did not participate in this proceeding. I sent the link of the proceeding to the Omnitrax representatives. They

have now filed an appearance in that proceeding and requested more time to comply with the order.

Conclusion:

Omnitrax is requesting a response from KCFPD as to our position on reimbursement for costs for improvements completed in #4 above and want to finalize a license agreement. We need to know how the board would like us to respond and if they would like to request further information prior to responding.

PUBLIC ROAD CROSSING LICENSE

THIS PUBLIC ROAD CROSSING LICENSE is made this ___ day of _____ 2011 by and between the **Illinois Railway, Inc.** (hereinafter "Licensor") and **Kendall County Forest Preserve District** (hereinafter "Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties".

RECITALS:

Licensee desires the construction, maintenance and use of a public road crossing (hereinafter "Road Crossing"), consisting of gravel, asphalt, or concrete roadway approaches, a 32 foot wide asphalt, crossing surface and all appurtenances thereto, including but not limited to any gates, cattle guards, stop signs, identification signs, drainage facilities, on, over and across the Licensor's right of way and tracks at the Kendall County Forest Preserve, located at Mile Post 49.4, at or near Yorkville, in Kendall County, Illinois, in the location shown on the attached print marked Exhibit A, attached and incorporated herein.

Licensor is willing to grant Licensee a license to use Licensor's right-of-way, subject to the terms and conditions set forth below.

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

ARTICLE I. LICENSOR GRANTS LICENSE

A. Licensor grants Licensee a license to use that portion of the Licensor's right-of-way for a roadway and to cross its right of way and tracks at the location shown on Exhibit A, subject to the terms and conditions set forth herein. In consideration of the license and permission granted herein, Licensee agrees to observe and abide by the terms and conditions of this License and to pay to the Licensor a licensee fee of One Thousand Two Hundred Dollars (\$1,200.00) for each and every year during the term of this License or any renewal of it. Licensor will not execute this License until it receives a signed agreement from Licensee and in no event is entry under this License permitted until Licensor has executed it.

B. The payment by Licensee of any sum(s) in advance shall not create an irrevocable license for the period for which the same is/are paid. Licensor reserves the right to periodically adjust the rent herein at any time, by giving notice at any time, independent of the term of this License of such adjustment to Licensee at least thirty (30) days prior to the effective date of such adjustment. Occupation of the Road Crossing by Licensee after such effective date shall be at such adjusted rent.

C. Licensee shall pay to Licensor an additional sum of money equal to one and one half percent (1.5%) per month (18% per annum) of the total unpaid license fee stated above, any adjusted license fee due pursuant to Article I B, and any additional charges provided for in this License in the event said license fee, adjusted license fee or additional charges is not received by

Licensors within thirty (30) days from the date it is due and payable. The finance charge continues to accrue daily until the date payment is received by Licensors, not the date payment is made or the date postmarked on the payment.

D. If Licensors, at its sole discretion, uses a collection agency or attorneys to collect any delinquent license fee, adjusted license fee, additional charges or finance charges, and Licensors is successful in collecting such charges, Licensee shall reimburse Licensors for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.

ARTICLE II. CONSTRUCTION OF ROAD CROSSING

A. Subject to applicable law and/or appropriate order, Licensors shall furnish the materials for and install the portion of the Road Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail and raise, or cause to be raised, any interfering wire line of Licensors. In performing this work, Licensors, acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensors, and Licensee shall, on demand, promptly reimburse Licensors for the Licensors's cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools.

B. Licensee, at its sole cost and expense, shall furnish all labor and material and perform all grading and surfacing work necessary for the construction, maintenance, repair or renewal of the remaining portion of the Road Crossing and install any and all appurtenant gates, fences, cattle guards, drainage facilities, traffic signs, and traffic devices shown on Exhibit A. Plans for construction shall be approved in advance by Licensors in writing and the construction work shall be done to the satisfaction of Licensors. Prior to entry on Licensors's property to do its work on construction, Licensee shall contact Licensors's Chief Engineer or agent for approval, in writing, of Licensee's plan for construction and to arrange for necessary flaggers and safety supervisors, at Licensee's sole cost and expense.

ARTICLE III. ROADWAY TO SERVE AS PUBLIC CROSSING

The Road Crossing serves as a public crossing pursuant to letter attached as exhibit B. ?

ARTICLE IV. USE

Licensee shall have no right to use or cross any other portion of Licensors's property, unless by separate agreement, or to use the Road Crossing for any purposes other than as expressly permitted herein, and Licensee, as a further consideration, cause and condition without which this License would not have been granted, agrees to restrict its use to those purposes.

Licensee shall not do or permit to be done any act which will in any manner interfere with, limit, restrict, obstruct, damage, interrupt, or endanger rail operations or facilities.

ARTICLE V. SIGHTING AT CROSSING

Where Licensee's property adjoins Licensor's property, in the vicinity of the Road Crossing, Licensee shall keep its property free of bushes, trees, weeds, vegetations and all other obstructions of any kind that could interfere with a motor vehicle operator sighting an approaching train.

Licensee acknowledges that Licensor has no obligation or duty to reduce the speed of its trains, nor alter its operations in any manner, owing to the presence or existence of the Road Crossing or other use or exercise of the license granted herein. Licensee assumes, at its own risk and expense, sole responsibility for determining if any signs, signals or other warning devices are necessary or appropriate for the safety of persons using the Road Crossing and specifically acknowledges that Licensor has no obligation or duty whatever to make any such determination. If the installation of any signs, signals or warning devices on the Road Crossing is presently or hereafter required by law or by competent public authority, or is otherwise requested by Licensee, same shall conform to any then currently applicable practices of Licensor for such devices as to design, material and workmanship and all costs incurred by Licensor related to the installation, operation, maintenance, renewal, alteration and upgrading thereof shall be solely borne by Licensee.

ARTICLE VI. INSURANCE

RICH RYAN

Licensee shall purchase and maintain insurance as specified below covering the Road Crossing, all the work and services to be performed hereunder, and all obligations assumed hereunder, from effective date of this License until termination, unless duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X or better by A. M. Best Company:

A. **Workers Compensation and Employers Liability Insurance** providing statutory workers compensation benefits mandated under applicable state law and employers' liability insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease and \$1,000,000 policy limit for bodily injury by disease.

B. **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury and libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office ("ISO") policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability and Contractual Liability insurance. Any and all General Liability policies procured by Licensee shall be amended to delete any and all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, railroad track, railroad bridge, trestle or tunnel (Railroad Protective Liability Insurance may be substituted for Commercial General Liability Insurance as long as the equivalent coverage is provided).

C. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on ISO policy forms referred to as Business Automobile Policy ("BAP") to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee.

D. **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury and libel and/or slander. Policy coverage is to be at least as broad as primary coverages and include, but not be limited to, Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability, and Contractual Liability insurance. Completed Operations coverage is to be maintained for a period of no less than three (3) years after the termination or cancellation of this License.

E. All insurance required of Licensee with the exception of Workers Compensation and Employers Liability shall include Licensor and any subsidiary, management company, parent, owners and affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, shareholders, employees, agents, contractors and any third party railroad permitted by Licensor to use Licensor's facilities as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates.

F. All insurance shall provide a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

G. Licensee shall file with Licensor and its affiliates on or before the effective date of this License a valid Certificate of Insurance for all required insurance policies. Each certificate shall identify Licensor, its affiliates and other required parties as set forth above as additional insured and state that Licensor and its affiliates will receive a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Prior to expiration of such insurance, Licensee shall supply updated Certificates of Insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage, as was provided by the original Certificates.

H. Licensee hereby waives all rights of subrogation against Licensor, its affiliates and other required parties as set forth above for damages to the extent covered by insurance. All insurance policies of Licensee shall allow that any release from liability of or waiver of claim for recovery from any other party entered into in writing by Licensee prior to any loss or damage shall not affect the validity of said policy(ies) or the right of the insured or insureds to recover under them.

I. In the event that installation or maintenance of the Road Crossing is to be performed by a private contractor, such contractor shall execute Licensor's standard agreement for right of entry and use of premises and provide evidence of insurance coverage as specified in such agreement.

ARTICLE VII. TERM

This License shall take effect as of March 1, 2010 and, unless sooner terminated as hereinafter provided, shall continue in force so long as such use as herein defined continues. Notwithstanding the foregoing, either Party may terminate this Agreement, for any reason, upon giving not less than thirty (30) days written notice to the other Party. Termination of this Agreement shall not affect any liabilities or obligations of the Parties which accrued prior to such termination.

ARTICLE VIII. INDEMNITY

A. Licensee acknowledges that persons and property on or near the Road Crossing, whether during construction, installation, use, maintenance or relocation are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others, and Licensee accepts this License subject to such dangers.

B. **LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO INDEMNIFY AND SAVE HARMLESS LICENSOR AND ANY SUBSIDIARY, MANAGEMENT COMPANY, PARENT, OWNERS AND AFFILIATES OF LICENSOR, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE, OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, EXCEPT TO THE EXTENT CAUSED BY THE SOLE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING INDEMNIFICATION. LICENSEE FURTHER AGREES TO RELEASE AND INDEMNIFY AND SAVE HARMLESS THE INDEMNITEES FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH THIS LICENSE IS TO BE GRANTED, EXCEPT TO THE EXTENT CAUSED BY THE SOLE,**

GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING INDEMNIFICATION.

C. THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY HEREIN ASSUMED BY LICENSEE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKMEN'S COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.

D. LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION HEREUNDER ARISING. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE ROAD CROSSING.

E. AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

ARTICLE IX. ADDITIONAL PROVISIONS

A. Crossing Maintenance Subject to applicable law, Licensee shall be responsible for the cost of any and all maintenance necessary on the Road Crossing and any and all appurtenances thereto. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the sole cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.

B. Restoration Upon termination of this License, Licensor shall have the option to promptly remove the Road Crossing from Licensor's property, and restore said property to its prior condition, or a condition satisfactory to Licensor's authorized representative all at the sole cost and expense of Licensee. Licensor acting as the agent of Licensee, may perform such restoration as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools.

C. Assignment This License and all of the provisions herein contained shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Licensee agrees not to assign this License or any interest therein, without the consent of Licensor in writing, which consent shall not be unreasonably withheld, and any and every attempted assignment without prior written consent shall be void and of no effect. In the event of any assignment, Licensee shall at all times remain fully responsible and liable for the compliance of all of its obligations under the terms, provisions and covenants of this License.

D. Liens Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction, maintenance, repair or renewal of the Road Crossing, and agrees to immediately satisfy any liens so placed.

E. Temporary Closure In the event of an emergency or hazard, at the sole discretion of Licensor, Licensor may temporarily close the Road Crossing to respond to emergency or hazard.

F. Exhibits All exhibits attached hereto are incorporated as if fully set forth herein.

G. Notice Notice required under this License shall be deemed given when deposited in the U.S. Mail, postage prepaid, at the address set forth below:

Licensor: Illinois Railway, Inc.
c/o LandRail, L.L.C.
Attn: Director – Real Estate
50 S. Steele St., STE 374
Denver, Colorado 80209

Licensee: Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560
Attn: Jason Petit - Director

I. Venue This License shall be governed under the laws of the State of Colorado, and venue shall be proper in the federal or state court of that State for any action arising under the terms of this License or performance thereof.

J. Currency Unless otherwise indicated, all currencies and amounts shown on this Agreement are in U.S. dollars.

IN WITNESS WHEREOF, the Parties have caused this License to be executed in duplicate as of the date of execution as set forth below:

Licensor: Illinois Railway, Inc., Acting
through its agent LandRail, L.L.C.

Licensee: Kendall County Forest Preserve
District

By: _____

By: _____

Printed name: _____

Printed name: _____

Title: _____

Title: _____

Date: _____

Date: _____

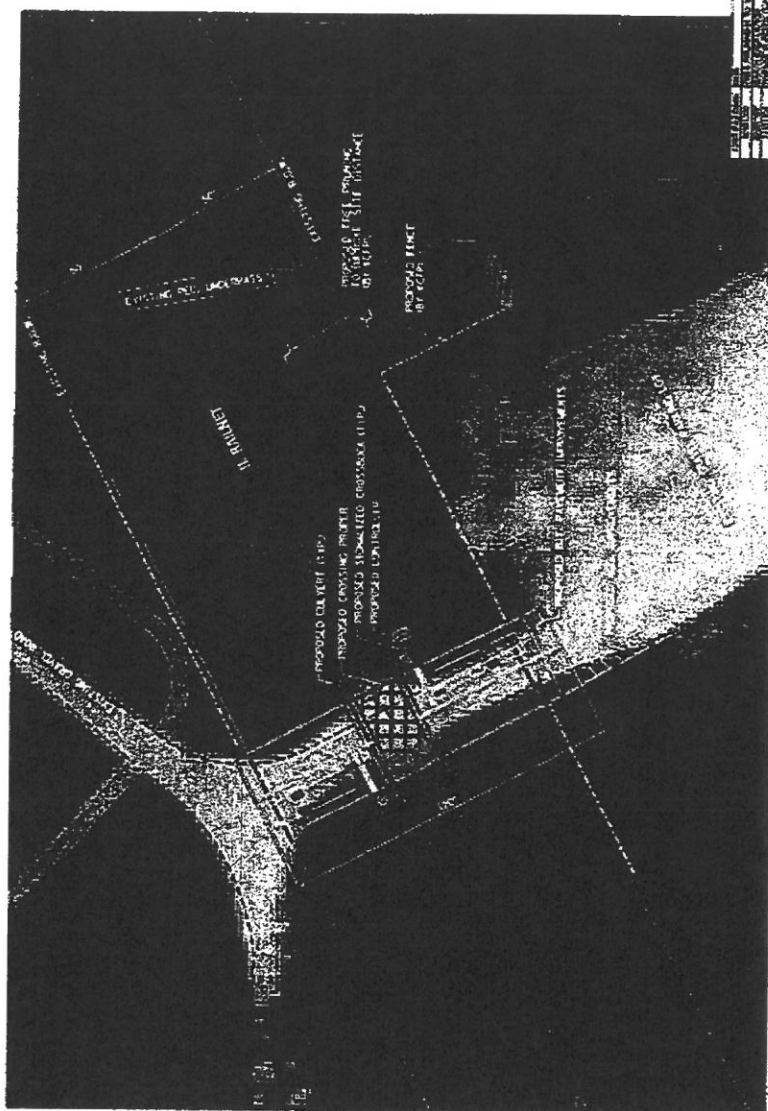


Exhibit "A"
LEASE 221296

PROJECT LOCATION
 ~ 1.75 MILES
 S/W OF ROUTE 47
 CROSSING.

MILE POST
 49.4

KENDALL T.36-37N.-R.7E.

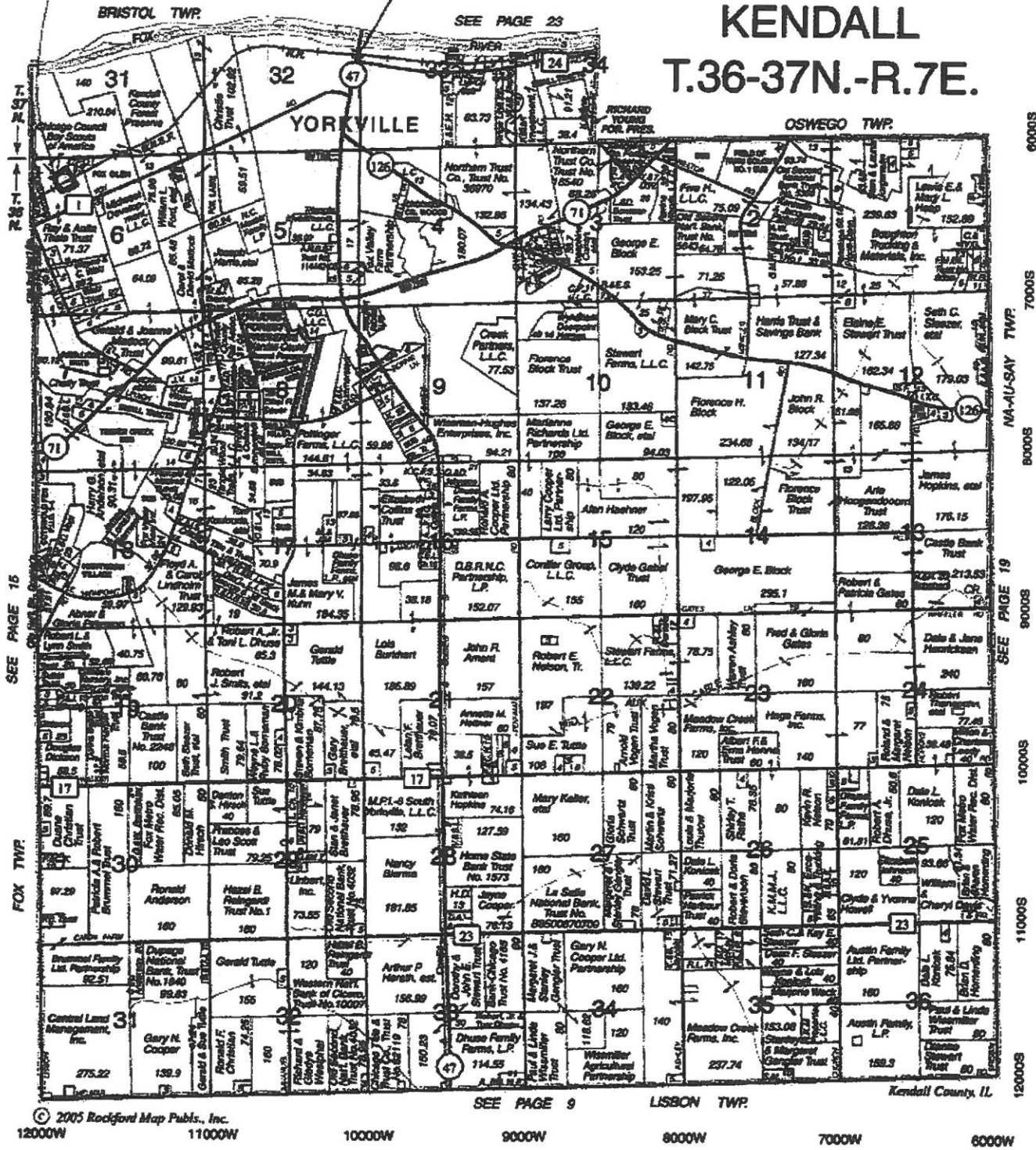


Exhibit "A"
 LEASE 221296

PUBLIC ROAD CROSSING LICENSE

THIS PUBLIC ROAD CROSSING LICENSE ("License") is made this ___ day of _____ 2012 by and between the **Illinois Railway, L.L.C.** (hereinafter "Licensor") and **Kendall County Forest Preserve District** (hereinafter "Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties".

RECITALS:

Licensee desires the construction, maintenance and use of a public road crossing (hereinafter "Road Crossing"), consisting of gravel, asphalt, or concrete roadway approaches, a 32 foot wide asphalt, crossing surface and all appurtenances thereto, including but not limited to any gates, cattle guards, stop signs, identification signs, drainage facilities, on, over and across the Licensor's right of way and tracks at the Kendall County Forest Preserve, located at Mile Post No. 51.45, at or near Yorkville, in Kendall County, Illinois, in the location shown on the attached print marked Exhibit A, attached and incorporated herein.

Licensor is willing to grant Licensee a license to use Licensor's right-of-way, subject to the terms and conditions set forth below.

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

ARTICLE I. LICENSOR GRANTS LICENSE

A. Licensor grants Licensee a license to use that portion of the Licensor's right-of-way for a roadway and to cross its right of way and tracks at the location shown on Exhibit A, subject to the terms and conditions set forth herein. In consideration of the license and permission granted herein, Licensee agrees to observe and abide by the terms and conditions of this License and to pay to the Licensor a licensee fee of One Thousand Two Hundred Dollars (\$1,200.00) for each and every year during the term of this License or any renewal of it. Licensor will not execute this License until it receives a signed agreement from Licensee and in no event is entry under this License permitted until Licensor has executed it.

B. The payment by Licensee of any sum(s) in advance shall not create an irrevocable license for the period for which the same is/are paid. Licensor reserves the right to periodically adjust the rent herein at any time, by giving notice at any time, independent of the term of this License of such adjustment to Licensee at least thirty (30) days prior to the effective date of such adjustment. Occupation of the Road Crossing by Licensee after such effective date shall be at such adjusted rent.

C. Licensee shall pay to Licensor an additional sum of money equal to one and one half percent (1.5%) per month (18% per annum) of the total unpaid license fee stated above, any adjusted license fee due pursuant to Article I B, and any additional charges provided for in this License in the event said license fee, adjusted license fee or additional charges is not received by Licensor within thirty (30) days from the date it is due and payable. The finance charge continues

to accrue daily until the date payment is received by Licensor, not the date payment is made or the date postmarked on the payment.

D. If Licensor, at its sole discretion, uses a collection agency or attorneys to collect any delinquent license fee, adjusted license fee, additional charges or finance charges, and Licensor is successful in collecting such charges, Licensee shall reimburse Licensor for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.

ARTICLE II. CONSTRUCTION OF ROAD CROSSING

Subject to applicable law and/or appropriate order, the Road Crossing shall be constructed by Licensor and paid for by Licensee in accordance with the terms and conditions of the Railroad Crossing Renewal Agreement between Licensor and Licensee dated _____, 2012.

ARTICLE III. ROADWAY TO SERVE AS PUBLIC CROSSING

The Road Crossing serves as a public crossing pursuant to letter attached as exhibit B.

ARTICLE IV. USE

Licensee shall have no right to use or cross any other portion of Licensor's property, unless by separate agreement, or to use the Road Crossing for any purposes other than as expressly permitted herein, and Licensee, as a further consideration, cause and condition without which this License would not have been granted, agrees to restrict its use to those purposes.

Licensee shall not do or permit to be done any act which will in any manner interfere with, limit, restrict, obstruct, damage, interrupt, or endanger rail operations or facilities.

ARTICLE V. SIGHTING AT CROSSING

Where Licensee's property adjoins Licensor's property, in the vicinity of the Road Crossing, Licensee shall keep its property free of bushes, trees, weeds, vegetations and all other obstructions of any kind that could interfere with a motor vehicle operator sighting an approaching train.

Licensee acknowledges that Licensor has no obligation or duty to reduce the speed of its trains, nor alter its operations in any manner, owing to the presence or existence of the Road Crossing or other use or exercise of the license granted herein. Licensee assumes, at its own risk and expense, sole responsibility for determining if any signs, signals or other warning devices are necessary or appropriate for the safety of persons using the Road Crossing and specifically acknowledges that Licensor has no obligation or duty whatever to make any such determination. If the installation of any signs, signals or warning devices on the Road Crossing is presently or hereafter required by law or by competent public authority, or is otherwise requested by Licensee, same shall conform to any then currently applicable practices of Licensor for such devices as to design, material and workmanship and all costs incurred by Licensor related to the

installation, operation, maintenance, renewal, alteration and upgrading thereof shall be solely borne by Licensee.

ARTICLE VI. INSURANCE

Licensee shall purchase and maintain insurance as specified below covering the Road Crossing, all the work and services to be performed hereunder, and all obligations assumed hereunder, from effective date of this License until termination, unless duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X or better by A. M. Best Company:

A. **Workers Compensation and Employers Liability Insurance** providing statutory workers compensation benefits mandated under applicable state law and employers' liability insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease and \$1,000,000 policy limit for bodily injury by disease.

B. **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury and libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office ("ISO") policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability and Contractual Liability insurance. Any and all General Liability policies procured by Licensee shall be amended to delete any and all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, railroad track, railroad bridge, trestle or tunnel (Railroad Protective Liability Insurance may be substituted for Commercial General Liability Insurance as long as the equivalent coverage is provided).

C. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on ISO policy forms referred to as Business Automobile Policy ("BAP") to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee.

D. **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury and libel and/or slander. Policy coverage is to be at least as broad as primary coverages and include, but not be limited to, Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability, and Contractual Liability insurance. Completed Operations coverage is to be maintained for a period of no less than three (3) years after the termination or cancellation of this License.

E. All insurance required of Licensee with the exception of Workers Compensation and Employers Liability shall include Licensor and any subsidiary, management company, parent, owners and affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, shareholders, employees, agents,

contractors and any third party railroad permitted by Licensor to use Licensor's facilities as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates.

F. All insurance shall provide a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

G. Licensee shall file with Licensor and its affiliates on or before the effective date of this License a valid Certificate of Insurance for all required insurance policies. Each certificate shall identify Licensor, its affiliates and other required parties as set forth above as additional insured and state that Licensor and its affiliates will receive a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Prior to expiration of such insurance, Licensee shall supply updated Certificates of Insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage, as was provided by the original Certificates.

H. Licensee hereby waives all rights of subrogation against Licensor, its affiliates and other required parties as set forth above for damages to the extent covered by insurance. All insurance policies of Licensee shall allow that any release from liability of or waiver of claim for recovery from any other party entered into in writing by Licensee prior to any loss or damage shall not affect the validity of said policy(ies) or the right of the insured or insureds to recover under them.

I. In the event that installation or maintenance of the Road Crossing is to be performed by a private contractor, such contractor shall execute Licensor's standard agreement for right of entry and use of premises and provide evidence of insurance coverage as specified in such agreement.

ARTICLE VII. TERM

This License shall take effect as of _____, 2012 and, unless sooner terminated as hereinafter provided, shall continue in force so long as such use as herein defined continues. Notwithstanding the foregoing, either Party may terminate this Agreement, for any reason, upon giving not less than thirty (30) days written notice to the other Party. Termination of this Agreement shall not affect any liabilities or obligations of the Parties which accrued prior to such termination.

ARTICLE VIII. INDEMNITY

A. Licensee acknowledges that persons and property on or near the Road Crossing, whether during construction, installation, use, maintenance or relocation are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others, and Licensee accepts this License subject to such dangers.

B. **LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES**

TO INDEMNIFY AND SAVE HARMLESS LICENSOR AND ANY SUBSIDIARY, MANAGEMENT COMPANY, PARENT, OWNERS AND AFFILIATES OF LICENSOR, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE, OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, EXCEPT TO THE EXTENT CAUSED BY THE SOLE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING INDEMNIFICATION. LICENSEE FURTHER AGREES TO RELEASE AND INDEMNIFY AND SAVE HARMLESS THE INDEMNITEES FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH THIS LICENSE IS TO BE GRANTED, EXCEPT TO THE EXTENT CAUSED BY THE SOLE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING INDEMNIFICATION.

C. THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY HEREIN ASSUMED BY LICENSEE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKMEN'S COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.

D. LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION HEREUNDER ARISING. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE ROAD CROSSING.

E. AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

ARTICLE IX. ADDITIONAL PROVISIONS

A. Crossing Maintenance Subject to applicable law, Licensee shall be responsible for the cost of any and all maintenance necessary on the Road Crossing and any and all appurtenances thereto. Licensors acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensors, and Licensee shall, on demand, promptly reimburse Licensors the sole cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting and use of tools; or Licensors may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.

B. Restoration Upon termination of this License, Licensors shall have the option to promptly remove the Road Crossing from Licensors' property, and restore said property to its prior condition, or a condition satisfactory to Licensors' authorized representative all at the sole cost and expense of Licensee. Licensors acting as the agent of Licensee, may perform such restoration as is necessary in the judgment of Licensors, and Licensee shall, on demand, promptly reimburse Licensors the cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools.

C. Assignment This License and all of the provisions herein contained shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensors of any name changes. Licensee agrees not to assign this License or any interest therein, without the consent of Licensors in writing, which consent shall not be unreasonably withheld, and any and every attempted assignment without prior written consent shall be void and of no effect. In the event of any assignment, Licensee shall at all times remain fully responsible and liable for the compliance of all of its obligations under the terms, provisions and covenants of this License.

D. Liens Licensee further indemnifies Licensors against any and all liens that may be placed against Licensors' property in the course of construction, maintenance, repair or renewal of the Road Crossing, and agrees to immediately satisfy any liens so placed.

E. Temporary Closure In the event of an emergency or hazard, at the sole discretion of Licensors, Licensors may temporarily close the Road Crossing to respond to emergency or hazard.

F. Exhibits All exhibits attached hereto are incorporated as if fully set forth herein.

G. Notice Notice required under this License shall be deemed given when deposited in the U.S. Mail, postage prepaid, at the address set forth below:

Licensors: Illinois Railway, L.L.C.
c/o LandRail, L.L.C.
Attn: Director – Real Estate
252 Clayton Street
Denver, Colorado 80206

Licensee: Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560
Attn: Jason Petit - Director

I. Venue This License shall be governed under the laws of the State of Illinois, and venue shall be proper in the federal or state court of that State for any action arising under the terms of this License or performance thereof.

J. Currency Unless otherwise indicated, all currencies and amounts shown on this Agreement are in U.S. dollars.

IN WITNESS WHEREOF, the Parties have caused this License to be executed in duplicate as of the date of execution as set forth below:

Licensors: **Illinois Railway, L.L.C.**, acting
through its agent LandRail, L.L.C.

Licensee: **Kendall County Forest Preserve
District**

By: _____

By: _____

Printed name: _____

Printed name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Timeline of Correspondence with Forest Preserve District (FPD)

June 11, 2008 – Correspondence from Jason Pettit, Director, Forest Preserve District

- Declares plan to continue activities that the Boy Scouts offered at Hoover, and a number of changes that will increase the public usage of the site.
- Because of this increased use and the need for public safety, the Forest Preserve District is interested in upgrading the crossing at Hoover.
- Forest Preserve District inquires on how to get approval to improve the crossing
- FPD states it is prepared to pay for the improvements

July 23, 2008 – Correspondence from Jason Pettit, Director, Forest Preserve District

- FPD delivers Road Crossing Application
- Declares that FPD is interested in installing, at its expense, lights and gates at this crossing

August 13, 2009 – Jason Pettit Fills and Signs a Road Crossing Application with LandRail

October 22, 2009 – Jason Pettit Fills and Signs a Private Road Crossing Application with LandRail

October 26, 2009 – Correspondence from Jason Pettit, Director, Forest Preserve District

- Jason Pettit informs OmniTRAX that SEC Group, Inc. has been hired to assist with the crossing improvement design.
- Jason Pettit provides materials that were requested by OmniTRAX from SEC Group.

January 15, 2010 – Correspondence from SEC Group, Inc.

- SEC Shares details regarding the project:
 - Plat of Survey for the subject property
 - Proposed existing railway right of way and adjacent to
 - Illinois Department of Transportation pay items for the proposed improvements adjacent to the rail outside the crossing proper
- SEC declares that the crossing experiences minimal traffic (less than 50 vehicles per day)

February 24, 2010 - Correspondence from Jason Pettit, Director, Forest Preserve District

- Jason Pettit declares that the crossing of the Illinois Railway line is a public crossing

June 23, 2011 – September 13, 2011 – Emails Between Jason Pettit and OmniTRAX

- Jason Pettit meets with Regional Roadmaster Henry Musgrave
- Henry states that FPD would like to re-construct a new 32ft. timber or concrete crossing equipped with lights and gates
- Henry provides Jason the cost estimate for the reconstruction of the 24ft. crossing to 32ft. crossing

August 10, 2012 – September 21, 2012 – Emails Between Jason Pettit and OmniTRAX

- Cost estimate and agreement is sent to Jason Pettit
- Concern regarding prevailing wage issue is brought up, Jason to ask to attorneys how to proceed

August 28, 2013 – Pettit Correspondence with Mr. Robert Moga, ICC practitioner, explaining a timeline, and how certain items are still outstanding, such as the complete cost estimates and redlines to the crossing agreement

October 04, 2013 – Email from Michael Stead, Rail Safety Program Administrator, Illinois Commerce Commission (ICC)

- Mike Stead states that records show that the crossing in question is designated as Private
- Declares that the process both parties, OmniTRAX and FPD, had been going through is incorrect
- FPD is required to file a petition with the ICC requesting permission to create a new public highway-rail grade crossing
- Declares that all costs associated with construction of a new crossing will be assessed by FPD
- Meeting was set for October 17, 2013, at Kendall County Office Complex

September 28, 2016 – ICC order to Grade Crossing Upgrades needs to include lights and gates due to increased traffic.

Exhibit A

Railroad: Illinois Railway
 Project: Kendall County Crossing, DOT # 065-039J
 Subdivision: Ottawa
 Start Date: TBD

8/8/12

Detailed Cost Estimates

LABOR

Employees	Quantity	S/T Rate	O/T Rate	Total Reg	Total O.T	Cost
Project Manager	1	\$ 50.69	\$ 76.04	20	0	\$ 1,013.80
Work Train	1	\$ 57.54	\$ 86.31	10	0	\$ 575.40
Total Hours				30.00	-	
Total Labor						\$ 1,589.20

OTHER COSTS / MATERIAL

Contract Services	Unit Costs	Quantity	Cost
Contract Crossing Construction	\$ 5,000.00	5 day	\$ 25,000.00
	\$ -	0	\$ -
	\$ -	0	\$ -
	\$ -	0	\$ -
Total Contract Services			\$ 25,000.00

Materials	Unit Costs	Quantity	Cost
Cross ties, 7" x 9" x 8'6"	\$ 48.00	200 each	\$ 9,600.00
Cross ties, 7" x 9" x 10'	\$ 80.00	40 each	\$ 3,200.00
Rail, 132#, #1 Relay	\$ 25.00	156 linear feet	\$ 3,900.00
Compromise Bars, 132/131	\$ 450.00	4 pair	\$ 1,800.00
Field Welds, 132#	\$ 225.00	2 each	\$ 450.00
Tie Plate, 132#	\$ 12.00	50 each	\$ 600.00
Track Bolts, 1" x 6", new	\$ 2.50	24 each	\$ 60.00
Rail Anchors, 6" base	\$ 2.20	468 each	\$ 1,029.60
Spikes, 5/8" x 6", Prime	\$ 75.00	12 keg, 100#	\$ 900.00
Ballast, AREA #4	\$ 28.00	200 ton	\$ 5,600.00
Sub-Ballast	\$ 16.00	50 ton	\$ 800.00
Perforated Drainage Pipe	\$ 7.50	100 feet	\$ 750.00
PVC Pipe, 6", Heavy gage	\$ 5.00	50 feet	\$ 250.00
Concrete Crossing Panels, 132#	\$ 225.00	33 feet	\$ 7,312.50
Total Materials			\$ 36,252.10

Equipment Expense	Unit Costs	Quantity	Cost
Manager Vehicle	\$ 50.00	5 day, inc maint. fuel & lease	\$ 250.00
Work Train	\$ 75.00	10 hour	\$ 750.00
Total Equipment			\$ 1,000.00

Subtotal	\$ 83,841.30
GST	\$ -
Sales Tax	\$ 2,498.00
TOTAL	\$ 86,339.30

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

United City of Yorkville, Kendall County, Illinois,
a municipal corporation

Petitioner

v.

Illinois Railway, LLC, a subsidiary of OmniTRAX,
And Illinois Department of Transportation

Respondents

Petition for assignment of an Association of American Railroads
(AAR) grade crossing inventory number for Hoover Road, a
dedicated public street, including approval of installing active
warning devices across railroad track at grade.

T16-0003

ORDER

By the Commission:

On December 18, 2015, the United City of Yorkville ("Petitioner" or "City") filed its Petition requesting the assignment of an AAR crossing number for Hoover Road, a public right-of-way, including permission to install active warning devices at the Hoover Road grade crossing of the Illinois Railway's ("IR") track, located in the City of Yorkville, Kendall County, Illinois.

No party contested the requests of the Petition or filings.

PROCEDURAL HISTORY

Pursuant to notice, the matter came on for hearing before a duly authorized Administrative Law Judge ("ALJ") of the Commission at the Commission's Chicago office on July 6, 2016. Petitioner and Respondents were represented by counsel. An appearance was also entered by Brian Vercruysse, Senior Railroad Safety Specialist, representing the Commission's Transportation Bureau, Railroad Section ("Staff"). At the hearing the parties indicated that coordination has taken place with all parties, including a meeting on June 16, 2016 with representatives from the IL Railway.

Transportation (IDOT), utilizing the 23 USC Section 130 Safety Fund. Such devices are, by public convenience and necessity, required to provide safe and efficient access to the Hoover Forest Preserve.

RESPONDENT IL RAILWAY'S POSITION

IL Railway did not appear at the hearing, and has not filed an objection to the City's Petition.

STAFF'S POSITION

Staff has no objection to the City's Petition. Staff concurs that the general public already utilizes the crossing to enter the Hoover Forest Preserve and in the interest of public safety the crossing should have active warning devices consisting of flashing light signals, gates, and bell controlled by constant warning time (CWT) circuitry. Staff notes that the Company must submit warning device plans for Staff approval by filing a Form 3 of Section 1535 of Title 92 of the Illinois Administrative Code. The Company is also required to file an updated USDOT Inventory form.

Staff believes that the IR should provide a cost information to all parties for the installation of the new warning devices within 60 days from the date of this Order. All work should be completed within 12 months from the date of this Order.

PROPOSED ORDER

A Proposed Order was served on the Parties on September 1, 2016. No Briefs on Exceptions were filed.

FINDINGS AND ORDERING PARAGRAPHS

The Commission, having given due consideration to the Petition, is of the opinion and finds that:

- (1) The Commission has jurisdiction over the parties and the subject matter of this proceeding;
- (2) The recitals of fact as set forth in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact;
- (3) The United City of Yorkville, Illinois, is an Illinois municipal corporation with jurisdiction over Hoover Road and its designation should be changed from private to public;

IT IS FURTHER ORDERED that any person making a Request for an Extension of Time up to 30 days to complete a project ordered by the Commission must file a request with the Director of Processing and Information no later than 14 days in advance of the scheduled deadline. An Administrative Law Judge will consider and decide the request.

IT IS FURTHER ORDERED that any person making a Request for an Extension of Time that exceeds 30 days must file a Petition for Supplemental Order with the Director of Processing and Information no later than 21 days in advance of the scheduled deadline. The Commission will decide Petitions for Supplemental Orders.

IT IS FURTHER ORDERED that Requests for Extension of Time and Petitions for Supplemental Orders must include the reason(s) the additional time is needed to complete the work and the time within which the project will be completed. Prior to submitting a Request for Extension of Time or a Petition for Supplemental Order, the person must notify the Commission's Rail Safety Program Administrator that it is unable to complete the project within the ordered timeframe.

IT IS FURTHER ORDERED that the Commission or its Administrative Law Judge reserves the right to deny Petitions for Supplemental Orders and Requests for Extension of Time, if the reason(s) supporting the request is (are) insufficient or where it appears the person has not made a good faith effort to complete the project within the allotted time. Failure of the Commission or Administrative Law Judge to act on a pleading prior to the deadline means the originally ordered completion date remains in effect.

IT IS FURTHER ORDERED that, subject to Section 18c-2201 and 18c-2206 of the Law, this is a final decision of the Commission subject to Administrative Review Law.

By Order of the Commission this 28th day of September 2016.



BRIEN SHEAHAN
CHAIRMAN

JUDGE
SECTION CHIEF
ORDERS SUPERVISOR

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Executive Director

RE: ADA Notice and Grievance Procedures

Date: September 18, 2017

Pursuant to Title II of the Americans with Disabilities Act, all units of local government must have (1) an ADA Coordinator who is responsible for coordinating compliance with the ADA and investigating ADA complaints; (2) a public notice explaining how the public body prohibits discrimination on the basis of disabilities; and (3) adopt and publish procedures for resolving grievances arising under Title II of the ADA. The State's Attorney's Office has reviewed the status of the District's compliance with Title II, and recommends approval of a public notice and grievance procedures for the District.

A draft notice and grievance procedures, taken directly from the sample notice and grievance procedures published by the U.S. Department of Justice, who oversees enforcement of Title II of the ADA is attached to this cover report.

Following approval, the notice and grievance procedures will be posted on the District's website and at all District owned building locations in a spot that is accessible to the public.

Recommendation:

Consider a motion to approve the District's ADA Title II public notice and grievance procedure.

NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (“ADA”), the Kendall County Forest Preserve District (“District”) will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: The District does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA.

Effective Communication: The District will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the District’s programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The District will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in the District’s office, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the District should contact the District’s ADA Coordinator, David Guritz at 110 W. Madison Street, Yorkville, Illinois 60560, phone: (630) 553-4025 as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the District to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the District is not accessible to persons with disabilities should be directed to the District’s ADA Coordinator, David Guritz, at 110 W. Madison Street, Yorkville, Illinois 60560, phone: (630) 553-4025.

The District will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Kendall County Forest Preserve District's Grievance Procedure Under The Americans With Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the Kendall County Forest Preserve District ("District"). (The District's Employee Handbook governs *employment-related* complaints of disability discrimination.)

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

**David Guritz
ADA Coordinator
110 W. Madison Street
Yorkville, Illinois 60560**

Within 15 calendar days after receipt of the complaint, the District's ADA Coordinator or his designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the District's ADA Coordinator or his designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the District and offer options for substantive resolution of the complaint.

If the response by the District's ADA Coordinator or his designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the **Kendall County Forest Preserve District President or her designee at 111 W. Fox Street, Yorkville, Illinois 60560.**

Within 15 calendar days after receipt of the appeal, the Kendall County Forest Preserve District President or her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Kendall County Forest Preserve District President or her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the District's ADA Coordinator or his designee, appeals to the Kendall County Forest Preserve District President or her designee, and responses from these two offices will be retained by the District for at least three years.

To: Kendall County Board of Commissioners

From: Emily Dombrowski, Environmental Education Coordinator

RE: 2018 Winter Camp Fees and Charges

Date: September 18, 2017

Winter camp themes, fees and charges were reviewed at the September 13, 2017 Committee of the Whole meeting.

A program budget is attached to this report for review, with camp descriptions, dates, and pricing below.

The Environmental Education staff recommends approval of the 2018 Winter Camp fees and charges as presented.

Kindergarten– 2nd Grade

Eco Heroes

Imaginations will soar as campers learn about the different super hero powers animals have and the group works together to protect nature from harm. Through secret missions, craft projects and imaginative play, campers will learn about caring for the natural world in a fun, dynamic way.

Dates: January 3-5 9-12 pm

Price: \$80

Ages 7-9

Star Wars Camp

A long time ago in a galaxy far, far away . . . there was great unrest on the planet of Hoover Forest Preserve, as young Jedi were training to defend the region. This camp brings the world of *Star Wars* from the screen to a camp experience for campers to live the dream of being a Jedi, doing the right thing, and defeating injustice. May the forest be with us!

Dates: January 3-5 1-4 pm

Price: \$80

2018 Winter Break Camp

Program	Contact Hours	# of Counselors	# Offered	Min Enrollment	Total Possible Enrollment per Camp	2017 Fees (Proposed)	Min Revenue	Total Possible Revenue	Staff Time per Camp (per counselor)	Staff Pay (includes setup and cleanup)	Supply Cost	Minimum Gain	Net Gain
Winter Break Camp- Eco Heroes (K-2)	9	2	1	6	16	\$80.00	\$480.00	\$1,280.00	13.5	\$351.00	\$25.00	\$104.00	\$904.00
Winter Break Camp- Star Wars Camp (3-5)	9	2	1	6	16	\$80.00	\$480.00	\$1,280.00	13.5	\$351.00	\$25.00	\$104.00	\$904.00
												\$208.00	\$1,808.00