

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Executive Director

RE: January 2018 Director's Report

Date: February 14, 2018

Meetings, Events, and Programs

January 12	Upland Design and Charles Schrader & Assoc. Planning Meeting
January 17	Forest Foundation of Kendall County Meeting
January 26	Pickerill House Tour – Little White Schoolhouse Museum
February 1	WIPFLI CPAs FY 17 Audit Interview
February 8	IDNR Incidental Take Permit – Public Comment Period Notification
February 8	KCHD – iTick Monitoring Program (Lyme Disease Prevalence)
February 15	Meeting with Attorney Kramer RE: Henneberry Forest Preserve
February 16	In-house Social Media Training

Priority Project Updates

2018 IDNR-FHA RTP Grant

The District is working with Upland Design and Charles Schrader and Associates to complete a 2018 RTP grant for Fox River Bluffs Forest Preserve. The required public hearing will be held this Thursday, February 15, 2018 from 5:30 to 7:00 pm at the Kendall County Historic Courthouse. A phased breakdown of potential costs will be presented at the Committee of the Whole meeting. The first phase scheduled for fall 2018 will involve excavation, grading, soil erosion control, and installation of road-mix gravel for the preserve's temporary access drive and parking lot. KC Highway has offered to extend equipment and material delivery assistance for the project. Completion of this first phase will create the access road and staging area for restoration work scheduled to begin following harvest in 2019.

The second phase, which will need to be funded by the RTP grant, will complete the ADA parking stall improvements and installation of the 1.05-mile multi-purpose trail loop and spur to provide public access to the oak woodland bluffs overlooking the Fox River.

Upland Design has restructured the costs that will be incurred to complete these two phases, with a future phase including completion of a second trail spur to the eastern portion of the preserve, and bluff overlook deck(s).

Millbrook Bridge Phase II and Phase III Engineering Proposal

HLR, Inc. has submitted a detailed proposal for Phase II (construction plans) and Phase III (construction management and oversight) contract work for the removal of Millbrook Bridge. Steve Megginson, Vice President of HLR will present an overview of the proposal, including the timeframe for bidding and project completion for Committee of the Whole discussion and directions.

Pickerill-Pigott Forest Preserve

Kim Olson, Superintendent completed follow-up radon testing after completion of the first phase of the approved mitigation project. Test results indicate that we are now under the regulatory threshold, so the additional mitigation phase will not be necessary.

Once the electrical work is scheduled for completion, interviews of internal candidates will begin with a recommendation presented to Commission with the proposed lease agreement.

Michelle Kelly with Upland Design is scheduled to participate in the February 6 Commission meeting to receive initial input from Commission on the Pickerill-Pigott master plan.

Little Rock Creek Forest Preserve – LWCF-OSLAD Grant Management

The District anticipates receiving notification of the certification of the appraisal and fair market value from the Illinois Department of Natural Resources this week.

The District is able to exclude the Fox River Drive, Burr Oak Road and Griswold Springs Road rights-of-way from the conservation covenants that will extend over the Little Rock Creek and Maramech Forest Preserve lands. A proposal has been received from Chamlin & Associates to complete the ROW legal descriptions for Maramech at a cost of \$1,320.00. ROW legal descriptions for Little Rock Creek have been received from the firm that completed the Little Rock Creek survey.

FY 17 WIPFLI CPAs Audit

The District has completed on-site interviews with WIPFLI CPAs auditors as part of the FY17 audit. The final audit report will be presented to the Committee of the Whole at the March 2018 meeting. A conference call review of the audit is scheduled for the first week of March.

Plowing Equipment Updates

The District is working to repair plowing equipment hydraulics for the Hoover pickup truck and new 1-ton dump, which is under warranty.

KC Health Department iTick Partnership

The District has met with representatives from the KC Health Department to expand monitoring for Lyme Disease in preserve areas, and increasing public awareness of presence, signs, and symptoms.

Hoover Lift Station Pump Replacements

Kuhn Plumbing of Oswego will be working to identify the lift station pump models. In order to determine the replacement models, the existing pumps need to be raised up using a winch. In order to provide equipment access to the lift station, additional CA-6 gravel will be put in place on a section of the path to the lift station with a steep slope. District Grounds Maintenance staff will work with Hoover staff to get this done as quickly as possible.

Electrical Work at Hoover Forest Preserve

District staff members are working to schedule the electrical inspection of the light fixtures in the Meadowhawk Lodge parking lot. Commission will be updated once the date is scheduled, and informed of any work that may be required.

Respectfully submitted,

David Guritz, Director

To: Kendall County Board of Commissioners

From: Emily Dombrowski, Environmental Education Programs Manager

RE: Education Department Monthly Report

Date: February 13, 2018

The Education Department has been busy presenting school programs, planning summer camps, and preparing for our Making Maple Magic program.

This winter we have presented our Animals in Winter program for over 940 kindergartners. This program is a half hour long presentation that teaches students the difference between hibernation, adaptation, and migration. We are looking forward to a busy spring including our Bug Fest filled schedule in May. Currently every weekday in May is booked until the end of the school year (May 1- May 24.)

Current projects for the Education Department include inventorying our book collection, creating summer camp write ups for this spring and summer, planning our new birthday party offering- Fairy Gardens and Gnome Homes(2 parties have been booked so far), and preparing for our Maple Magic program.

Kim Olson, Superintendent

Jan. 2018

Kim Olson, Patrick Higgins and Ron Smrz – *Maintain all KCFPD properties.*

Jay Teckenbrock and PT staffers- *Maintain Hoover*

INCIDENT REPORTS:

- Dogs off leash incidents continues to be occurring and visitors are confronting each other over this issue.
- Public dumping of home garbage is continuing to occur in multiple preserves. Anything from kitchen garbage to televisions and beyond.
- Hoover continues to experience excessive vehicular speeding, and destruction to the parking lots from zealous drivers doing “donuts” in the parking lots.

Jan. PATRICK HIGGINS AND RON SMRZ

- Jan brought ice and snow and the opportunity for Patrick and Ron to familiarize themselves the new dump. Patrick is our primary snow plow operator and does a great job! Very Nice addition to our equipment. Thank you.
- Ron and Patrick have been clearing trails at Maramech, Jay, Harris of fallen dead ash as well as Honeysuckle/invasive control.
- The extreme cold let us catch up on cleaning the shop and inspecting equipment.
- The Harris sled hill has been very popular with all the snow and ice and keeping it clear of debris is a priority everyday there is snow on the ground. Broken shards of plastic sleds as well as bottles and cans, clothing, keys and many other misc. items are retrieved in great numbers.
- Maintenance of equipment is a constant.
- We are maintaining the basics to keep the Preserves clean and safe.

Jan. - KIM OLSON

- I have been closing/opening as needed to fill in when needed.
- I have been arranging appointments and on sight inspections and getting various tests done for the Pickerill property.
- With the growth of the Forest Preserve properties comes more infrastructure and more supervision!
- I collect all water samples for testing with the State of Illinois.
- I alternate my time in the office and in the field as needed on a daily basis. I go wherever I am needed, whenever it is needed and do whatever is needed to keep the Preserves running.
- Never ending re-structuring and juggling the scheduling of all the various duties needed to keep things running.
- I make arrangements for repairs, appointments and ordering parts wherever needed. This is a never ending cycle. I do all water testing also.

- I assist to arrange for al parts, and scheduling repairs for all infrastructures.

Jan. - HOOVER: Jay Teckenbrock

- Jan. was busy at Hoover with snow and ice removal with the Natural Beginnings sidewalks, roads to the bunkhouses and parking lots. Jay and his staff do a superb job of keeping them clear and safe for all.
- Jay and his staff made repairs to frozen pipes in the bathhouse. The extreme cold posed a challenge for all buildings and monitoring throughout the day was performed. The heaters could just not keep up.
- Jay and his staff continue to construct and insulate all vents and openings that allow heat escaping and pipes freezing in all buildings.
- Jay and his staff replaced outlets in the bathhouse and Kingfisher bunkhouse.
- Doug Neil has been reinforcing the many curtain rods in all bunkhouses that seem to be an issue with kids pulling, climbing and even sitting on them! Kids will be kids, and repairs of their mischief is more often that not.
- Equipment maintenance is a constant.
- Jay and his staff continue to keep Hoover beautiful and safe.

ROUTINE DUTIES-FULL AND PART TIME STAFF

- The full time staff is responsible for ALL maintenance required to successfully run the Kendall County Forest Preserve District properties. This includes but is not limited to the following: Opening/closing, electrical, plumbing, carpentry, equipment operation, mechanical / equipment repairs, painting, herbicide application, prescribed burns, logging records of all restoration/herbicide efforts, tree removal, demolition/building of structures, snow removal, testing of water supplies, cleaning of all buildings, Forest/Prairie restoration, road, parking lots and trail maintenance, education, various ordering and picking up of all supplies, and mowing.



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltrengineering.com

February 2, 2018

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
dguritz@co.kendall.il.us

RE: Proposal for Engineering Services
Millbrook Bridge over the Fox River
Phase II Design Phase III Construction Services

Dear Mr. Guritz:

We have prepared this letter to serve as the agreement between the Kendall County Forest Preserve District (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for professional engineering services requested relative to the Millbrook Bridge over the Fox River.

The purpose of these services is to develop contract plans, specifications and estimates suitable for bid letting (Phase II) and construction observation services (Phase III) of the removal of the bridge truss structure, piers and abutments.

SCOPE OF SERVICES: PHASE II

The Client and Consultant agree to the following list of Phase II Basic Services the Consultant will provide to the Client:

1. Complete field survey of the site, including cross-sections of the channel and west bank, existing bridge dimensions and tree removal limits, necessary for design and determination of plan quantities.
2. Complete hydrologic and hydraulic design of temporary in-stream works. Determine required size of culverts to bypass flow under the temporary causeway. Determine estimated water surface elevation for cofferdam specification.
3. Assemble construction plan set including plan and profile of existing bridge and channel, layout of temporary cofferdams and causeway, details of temporary works, riprap layout along shoreline section and erosion control plan. Incorporate special conditions or management practices as required to comply with environmental permits obtained in preliminary phase.
4. Identify potentially affected utilities through JULIE coordination. Coordinate with utilities to request facility locations and necessary protection measures.
5. Develop project special provisions, contract booklet suitable for letting and engineer's project cost estimate.

380 Shepard Drive
Elgin, Illinois 60123-7010
Tel. 847.697.6700
Fax 847.697.6753

6825 Hobson Valley Drive
Unit 302
Woodridge, Illinois 60517
Tel. 847.697.6700
Fax 847.697.6753

3085 Stevenson Drive
Suite 201
Springfield, Illinois 62703
Tel. 217.546.3400
Fax 217.546.8116

323 West 3rd Street
P.O. Box 160
Mt Carmel, Illinois 62863
Tel. 618.262.8651
Fax 618.263.3327

SCOPE OF SERVICES: PHASE III

The Client and Consultant agree, upon satisfactory completion of the Phase II services to the following list of Phase III Basic Services the Consultant will provide to the Client:

1. Pre-Construction Services: Lead pre-construction meeting, review shop drawings and bridge demolition procedure, project setup, schedule coordination.
2. Construction Services: On-site full-time resident engineering to perform observation, documentation, and checks of contractor crews (approximately 40 hours/week for 5.5 weeks). In addition, project management and quality assurance will be provided as outlined in the Not-To-Exceed Cost. Weekly updates will be provided to the Client regarding project status, budget, and schedule (if desired).
3. Post-Construction Services: Punchlist and final inspection services will be provided to ensure that the project is acceptable to the Client. Final agreement to quantities will be performed with the contractor. Hardcopies of as-built drawings will be created and provided to the Client (with electronic files as desired). Final documentation and job box will be completed and turned into the client.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit A for either Phase and appended hereto. Services not set forth above as Basic Services of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed.

All the above services are to be performed to the satisfaction and in conformance with the requirements of the Client.

RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:

- Use of Forest Preserve property adjacent to the site for Consultant and Contractor access.

Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates, which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit.

The upper limit of compensation will not exceed \$22,000.00 for Phase II services.

The upper limit of compensation will not exceed \$40,200.00 for Phase III services. This upper limit is subject to amendment, if contractor's submitted progress schedule results in a construction duration of longer than 5.5 weeks, HLR's Phase III Not-to-Exceed cost is subject to change in order to provide additional Phase III manhours necessary to complete the project.

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
February 2, 2018
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Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost. Any costs incurred above the not-to-exceed cost must be pre-approved by the Client. For direct out-of-pocket expenses, we will be reimbursed at our actual cost of the item.

Invoices shall be submitted by the Consultant on a monthly basis and are due upon presentation and payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

<u>Employee Classification</u>	<u>2018 Hourly Rate</u>
Principal	\$205.00
Engineer 6	158.00
Engineer 5	149.00
Engineer 4	133.00
Engineer 3	119.00
Engineer 2	105.00
Engineer 1	82.00
Structural 2	175.00
Structural 1	128.00
Technician 3	116.00
Technician 2	89.00
Technician 1	70.00
Intern/ Temp	53.00
Land Acquisition	117.00
Survey 2	118.00
Survey 1	91.00
Environmental 2	124.00
Environmental 1	66.00
Administration 2	117.00
Administration 1	60.00

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect until December 31, 2018. In the event services of the ENGINEER extend beyond December 31, 2018, the hourly rates will be adjusted yearly to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time. The stated upper limit of compensation will remain in effect.

Payment Terms

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
February 2, 2018
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GENERAL TERMS AND CONDITIONS

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party.

Certification

Consultant certifies that Consultant, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

Both parties affirm no Kendall County Forest Preserve District officer or elected official has a direct or indirect pecuniary interest in HLR or this Agreement, or, if any Kendall County Forest Preserve District officer or elected official does have a direct or indirect pecuniary interest in HLR or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Drug-Free Workplace.

Consultant and its employees, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 *et seq.*

Entire Agreement

This Agreement, comprising pages 1 through 7 is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Governing Law and Jurisdiction

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kendall, Illinois.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the Client, under this paragraph, must first be approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. The Client's participation in its defense shall not remove Consultant's duty to indemnify, defend, and hold the Client harmless, as set forth above.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Independent Contractor

It is understood and agreed that Consultant is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Client. Consultant understands and agrees that Consultant is solely responsible for paying all wages, benefits and any other compensation due and owing to Consultant's officers, employees, and agents for the performance of services set forth in the Agreement. Consultant further understands and agrees that Consultant is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Consultant's officers, employees and/or agents who perform services as set forth in the Agreement. Consultant also agrees that Client is not responsible for providing any insurance coverage for the benefit of Consultant, Consultant's officers, employees, sub-consultants and agents. Consultant hereby agrees to defend with counsel of Client's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Client, its board members, officials, employees, insurers, and agents for any alleged injuries that Consultant, its officers, employees and/or agents may sustain while performing services under the Agreement.

Insurance

Consultant will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Client. Before starting work hereunder, Consultant shall deposit with Client certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$5,000,000 for each occurrence, with a minimum \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit.

The Kendall County Forest Preserve District shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County Forest Preserve District. Also, Kendall County Forest Preserve District shall be designated as the certificate holder.

Non-Discrimination

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

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder.

Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Standard of Care

In providing services under this Agreement, the Consultant will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
February 2, 2018
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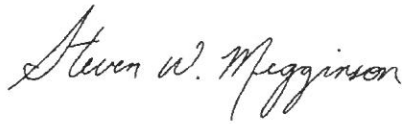
In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

If this agreement meets with the Forest Preserve's approval, please have the proper officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Springfield office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

By:



Steven Megginson, P.E., S.E.
Vice President

Enclosure

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the Kendall County Forest Preserve District for engineering services set forth above.

By _____

Date

ATTEST:

By _____



Fox River Bluffs

Prepared Date: 02/14/2018

Kendall County Forest Preserve

Project #624

Preserve Development Cost Opinion

PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
2018 PHASE I - Public Access Drive				
General Conditions - 5%	1	LS	\$ 10,097.75	\$ 10,097.75
Site Preparation and Grading	1250	CY	\$ 45.00	\$ 56,250.00
Vehicular Crushed Stone Paving at Access Drive - 8" depth - 18' wide, 1875 LF	3750	SY	\$ 20.00	\$ 75,000.00
Soil Erosion and Control Measures	1	LS	\$ 2,500.00	\$ 2,500.00
Turf Grass w/ Blanket	1.00	Acre	\$ 5,500.00	\$ 5,500.00
Site Drive and Parking Lot Gravel				
Site Preparation and Grading	597	CY	\$ 45.00	\$ 26,865.00
Vehicular Crushed Stone Paving at Drive - 8" depth - 18' wide, 456 LF	912	SY	\$ 20.00	\$ 18,240.00
Vehicular Crushed Stone Paving at Parking Lot - 8" depth	880	SY	\$ 20.00	\$ 17,600.00
Sub-Total				\$ 212,052.75
Total				\$ 212,052.75
2019 PHASE II - Parking Lot - 25 Spaces				
General Conditions - 5%	1	LS	\$ 522.75	\$ 522.75
Site Preparation and Grading	15	CY	\$ 45.00	\$ 675.00
Vehicular Asphalt Paving at ADA space	45	SY	\$ 56.00	\$ 2,520.00
Vehicular Asphalt Striping	1	LS	\$ 250.00	\$ 250.00
ADA Parking Sign	1	EA	\$ 500.00	\$ 500.00
Wheelstop	26	EA	\$ 85.00	\$ 2,210.00
Soil Erosion and Control Measures	1	LS	\$ 2,500.00	\$ 2,500.00
Turf Grass w/ Blanket	1.00	LS	\$ 1,800.00	\$ 1,800.00
Sub-Total				\$ 10,977.75
Design Contingency (15%)				\$ 1,646.66
A/E Design and Permit Fees				\$ 1,514.93
Total				\$ 14,139.34

Loop Trail and Trail Spur to Bluff Overlook				
General Conditions - 5%	1	LS	\$ 7,665.45	\$ 7,665.45
Site Preparation and Grading	1075	CY	\$ 45.00	\$ 48,375.00
Undercut and PGE	100	CY	\$ 55.00	\$ 5,500.00
Limestone Screening - 8' wide Trail at 6" Depth - 4842 LF	4304	SY	\$ 16.00	\$ 68,864.00
Limestone Screening - 8' wide Trail at 6" Depth - 715 LF	635	SY	\$ 16.00	\$ 10,160.00
Soil Erosion and Control Measures	4800	LF	\$ 2.25	\$ 10,800.00
Turf Grass w/ Blanket - 6' both side of trail	1.55	Acre	\$ 6,200.00	\$ 9,610.00
Sub-Total				\$ 160,974.45
Design Contingency (15%)				\$ 24,146.17
A/E Design and Permit Fees				\$ 22,214.47
Total				\$ 207,335.09
TOTAL OF ALL ITEMS				\$ 221,474.43

FUTURE PHASES - Additional Costs

Future Overlook Deck				
General Conditions - 5%	1	LS	\$ 3,666.25	\$ 3,666.25
Site Preparation and Grading	85	CY	\$ 45.00	\$ 3,825.00
Overlook Deck	1	LS	\$ 65,000.00	\$ 65,000.00
Soil Erosion and Control Measures	1	LS	\$ 1,500.00	\$ 1,500.00
Turf Grass w/ Blanket	500.00	S.Y.	\$ 6.00	\$ 3,000.00
Sub-Total				\$ 76,991.25
Design Contingency (15%)				\$ 11,548.69
A/E Design and Permit Fees				\$ 10,624.79
Total				\$ 99,164.73

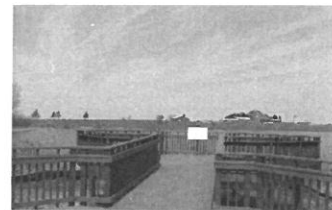
Future East Trail				
General Conditions - 5%	1	LS	\$ 4,187.81	\$ 4,187.81
Site Preparation and Grading	640	CY	\$ 45.00	\$ 28,800.00
Undercut and PGE	50	CY	\$ 55.00	\$ 2,750.00
Limestone Screening - 8' wide Trail at 6" Depth - 2865 LF	2550	SY	\$ 16.00	\$ 40,800.00
Soil Erosion and Control Measures	2865	LF	\$ 2.25	\$ 6,446.25
Turf Grass w/ Blanket - 6' both side of trail	0.80	Acre	\$ 6,200.00	\$ 4,960.00
Sub-Total				\$ 87,944.06
Design Contingency (15%)				\$ 13,191.61
A/E Design and Permit Fees				\$ 12,136.28
Total				\$ 113,271.95



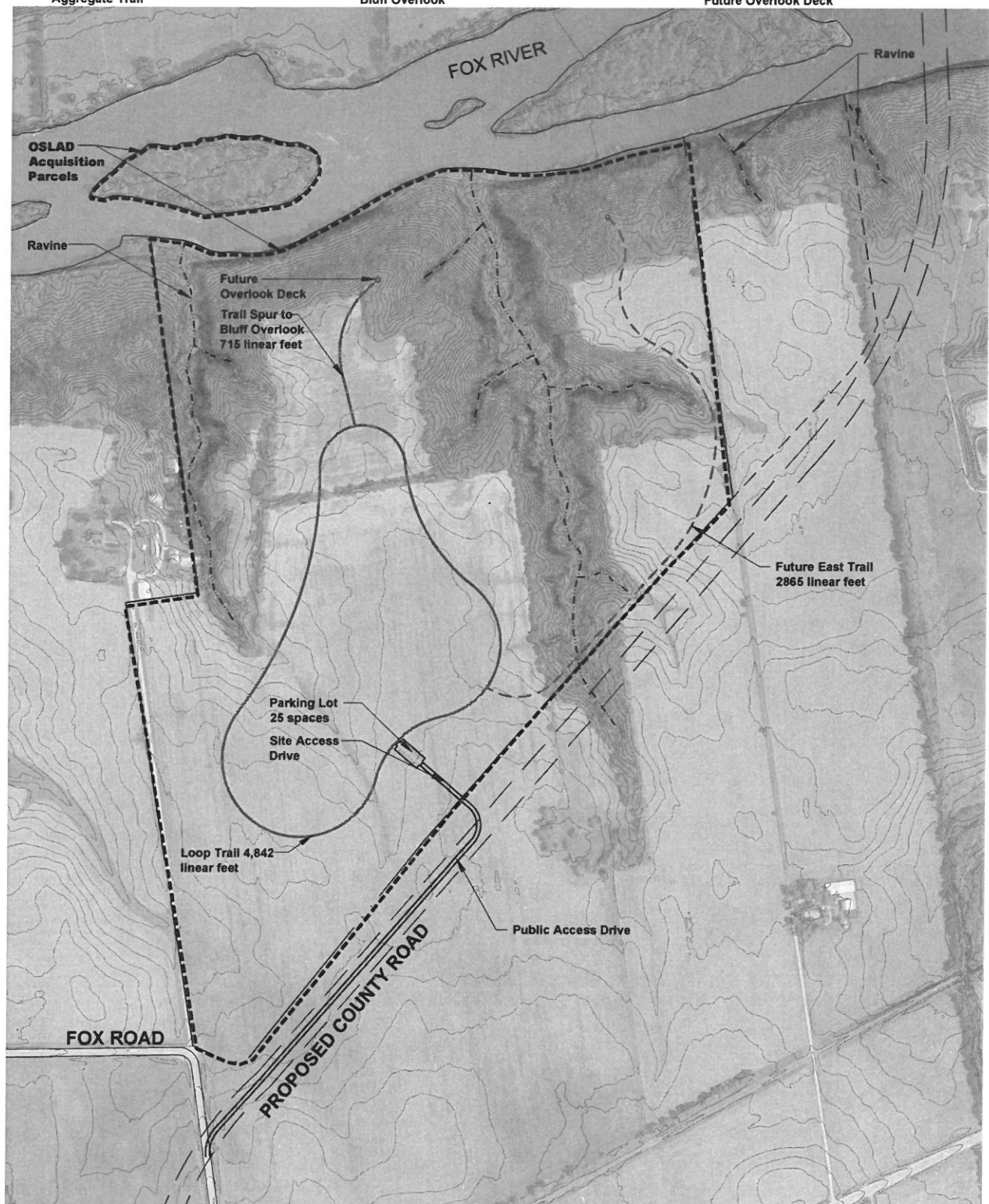
Aggregate Trail



Bluff Overlook



Future Overlook Deck



Kendall County Forest Preserve District Fox River Bluff



RESOLUTION NO. 18-02-001

**KENDALL COUNTY FOREST PRESERVE DISTRICT
KENDALL COUNTY, ILLINOIS**

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE
2018 IDNR-FHA REGIONAL TRAILS PROGRAM
FOR THE CONSTRUCTION OF A 1.05 MILE
MULTI-PURPOSE TRAIL LOOP AND OVERLOOK SPUR AT
FOX RIVER BLUFFS FOREST PRESERVE**

WHEREAS, the Kendall County Forest Preserve District (hereinafter the "District") is a body politic and corporate and municipal corporation organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. as amended (hereinafter the "Act"); and

WHEREAS, the mission of the District is to acquire and hold lands containing natural forests, and lands capable of being restored to a natural condition, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within Kendall County for the education, pleasure, and recreation of the public; and

WHEREAS, in 2015, the Kendall County Forest Preserve District acquired property known as the Fox River Bluffs Forest Preserve with funding support from the Illinois Department of Natural Resources – Open Space Land Acquisition and Development Program (hereinafter the "OSLAD grant program"), and Illinois Clean Energy Community Foundation; and

WHEREAS, as part of the conditions for acceptance of OSLAD grant program funding, the District is required to convert cropland to natural cover and establish public access to Fox River Bluffs Forest Preserve; and

WHEREAS, the District desires to expand public access by improving its parking facility and trail system at Fox River Bluffs Forest Preserve through construction of a public access drive, 25-car parking lot with ADA parking stalls, and completion of a 1.05 mile multi-purpose trail loop and overlook spur; and

WHEREAS, the IDNR-FHA Regional Trails Program (hereinafter the "RTP Program") provides grant funding for the construction of multi-purpose trails for up to 80% of the total construction costs with a maximum grant award of \$200,000.00; and

WHEREAS, the District is requesting a grant of \$177,179.00 through the RTP Program for completion of the project, representing 80% of the total estimated cost of \$221,474.00 for completion of the parking lot ADA parking stalls, 25-car, trail loop, and trail spur; and

WHEREAS, the District has received, reviewed, and understands the 2018 RTP Program Guidelines, which includes the requirement to submit a calculated \$300.00 application fee.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Commissioners of the Kendall County Forest Preserve District as follows:

1. The above recitals are hereby incorporated by reference as if set forth fully herein; and
2. The Board of Commissioners of the Kendall County Forest Preserve District hereby approves the Project and authorizes the Kendall County Forest Preserve District to submit an application to the IDNR-FHA Regional Trails Program in the amount of \$177,179.00 for fiscal year 2017-2018, including the required and calculated \$300.00 application fee; and
3. The Board of Commissioners of the Kendall County Forest Preserve District hereby commits to the required minimum expenditure of matching funds in the amount of \$44,295.00 necessary for the Project's success; and
4. The President and Director for the District are hereby authorized to execute and file applications and any amendments to the application, if necessary, on behalf of the District with the Illinois Department of Natural Resources for the 2018 Recreational Trails Program grant.
5. The President and Executive Director for the District are also hereby authorized to furnish such additional information, assurances, certifications and amendments as the Illinois Department of Natural Resources may require in connection with the District's application for the 2018 Regional Trails Program grant application; and
6. The Secretary of the District is hereby directed to transmit certified copies of this Resolution to the Executive Director for the District for inclusion and submission as part of the grant application materials.

Passed and approved by the President and Board of Commissioners of the Kendall County Forest Preserve District this 20th day of February, 2018.

Approved:

Attest:

Judy Gilmour, President

Elizabeth Flowers, Secretary

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Little Rock Creek Forest Preserve Acquisition Project Updates – IDNR Fair Market Value Appraisal Certification and Notice to Proceed

Date: February 14, 2018

Attachments: DRAFT Letter of Intent and Statement of Just Compensation

Kathy Baker, Illinois Department of Natural Resources Senior Grants Administrator anticipates receiving the certification of the fair market value for the Little Rock Creek acquisition project this week, and intends to email notification of the certified amount and notice to proceed.

Provided formal notification is received from the Illinois Department of Natural Resources by Friday, February 16, a motion will be placed on the February 20, 2018 Commission meeting agenda to approve a Letter of Intent and offer to purchase 132.49 +/- acres of property from The Conservation Foundation for \$650,000 representing 50% of certified fair market value total of \$1,300,000, averaging \$9,812.24 per acre. These figures will change as needed based on the certified fair market value received from the Illinois Department of Natural Resources.

As part of this prescribed process, The Conservation Foundation will also need to sign off on the IDNR-LWCF Statement of Just Compensation Form.

District staff anticipates that The Conservation Foundation will sign the Letter of Intent and Statement of Just Compensation as presented following Commission approval.

Once the signed letter and statement are returned, District staff will work with Assistant State's Attorney Lisa Coffey to draft the final purchase ordinance and contract for Commission consideration for presentation at the March 6, 2018 Commission meeting.

This timeframe will be adjusted as needed based on Illinois Department of Natural Resources and The Conservation Foundation's formal communications and responses.

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

February 20, 2018

Rachel K. Robert
Day Robert & Morrison, P.C.
300 East 5th Avenue
Suite 365
Naperville, Illinois 60563

Re: Little Rock Creek – Maramech Addition (the “Property”) Kendall County, Illinois
Property Index Numbers 01-33-400-006 (84.45-acres) (Full Parcel)
01-33-100-040 and 01-33-200-004 (48.0376-acres) (Partial acquisition of two
parcels)

Dear Ms. Robert:

The purpose of this Letter of Intent is to outline the basis upon which the Kendall County Forest Preserve District ("Purchaser") is prepared to purchase the above-referenced property from the owner and record title holder ("Seller").

The principal terms of the transaction, and the principal conditions to closing, are as follows:

1. **The Property:**

132.49 +/- acres

1. Property Index Numbers 01-33-400-006 (Full - 84.45-acres)
2. 01-33-100-040 (portion) and 01-33-200-004 (portion)
(48.0376 combined acres representing partial acquisition of two parcels)

2. **Interest to be Conveyed:**

One hundred percent fee simple interest.

3. **Purchase Price:**

The certified fair market value for the Property is \$1,300,000. The purchase price for the Property is fifty percent of the average total land value of \$9,812.24 per surveyed acre, or approximately \$650,000.00.

4. **Title/Survey:**

Seller will convey title by Special Warranty Deed subject to (1) real property taxes and assessments not then due and payable, (2) applicable zoning ordinances and regulations, (3) easements, covenants and conditions of record, approved by Purchaser in its reasonable discretion. Title shall be evidenced by a commitment issued by First American Title Insurance Company, a nationally recognized title company ("Title Company") selected by Purchaser and reasonably satisfactory to Seller. Copies of all restrictions, easements and other matters of record affecting title to the Property, as well as a current boundary survey of the Property certified to Purchaser, will be provided to Seller at least ten (10) days prior to expiration of Purchaser's due diligence period. The premium for a basic boundary title insurance policy with extended coverage and the cost of the survey will be paid by Purchaser; Purchaser shall pay for any further endorsements Purchaser may require.

5. **Purchase and Sale Agreement:**

The initial draft of a sale agreement has been prepared for presentation to the Board of Commissioners of the Kendall County Forest Preserve District for its consideration on March 6, 2018 at 6:00 pm. Presentation to the Board of Commissioners for consideration for approval is contingent upon the District's receipt of a signed copy of this letter of intent, and a signed copy of the enclosed Voluntary Transaction Form by the District. The Effective Date shall be the date the Purchase and Sale Agreement is fully executed by both parties.

6. **Condition of Property:**

Purchaser shall accept the Property (including without limitation the land, and building located thereon) in its "as is" condition without representation or warranty. If, by the end of such due diligence period as is provided by the Purchase and Sale Agreement, Purchaser is not willing to accept the Property in its "as is" condition, Purchaser's sole remedy shall be to terminate the Purchase and Sale Agreement by written notice to Seller.

7. **Due Diligence:**

(a) Purchaser shall at its expense commence due diligence (including without limitation undertaking such Phase I environmental assessment as Purchaser may require) immediately following the Effective Date. Seller will cooperate to the extent reasonably required in making all requested information available to Purchaser. Based on the results of this due diligence investigation, Purchaser may terminate the Purchase and Sale Agreement at any time within forty-five (45) days following the Effective Date by giving written notice to Seller prior thereto.

(b) Seller shall allow Purchaser access to the Property without charge and at all reasonable times following the Effective Date for the purpose of Purchaser's reasonable investigation and testing of the same. All such investigation and testing shall be

performed by companies approved in writing by Seller, such approval not to be unreasonably withheld. Purchaser shall pay all costs and expenses of such investigation and testing and shall indemnify and hold Seller and the Property harmless from and against all costs and liabilities relating to Purchaser's activities. Purchaser shall further repair and restore any damage to the Property caused by or occurring during Purchaser's testing and return the Property to substantially the same condition as existed prior to such entry. Prior to entry upon the Property, Purchaser shall deliver to Seller a certificate of insurance satisfactory to Seller evidencing adequate liability insurance coverage.

8. **Prorations:**

Real estate taxes (to be prorated on the basis of 105 percent of the most recent ascertainable tax bill, and to be prorated after closing) and all other sums normally prorated in connection with the conveyance of real property in Kendall County, Illinois shall be prorated effective as of the date of closing.

9. **Brokers:**

Purchaser and Seller represent and warrant to each other that they have dealt with no real estate broker or agent in connection with this transaction and that no broker or agent is entitled to any commission on a transaction resulting from this Letter of Intent.

10. **Closing Date:**

The sale will be closed on the first business day that is sixty (60) calendar days following the Effective Date, or such earlier date as to which the parties may agree in writing, in Aurora, Illinois, at the offices of the First American Title Insurance Company.

11. **Board of Commissioners Approval:**

The Purchase and Sale Agreement shall be subject to and conditioned upon written approval thereof by the Board of Commissioners of Purchaser, such approval to be obtained no later than sixty (60) days following full execution and delivery by Seller and Purchaser of the Purchase and Sale Agreement.

The transaction contemplated herein is subject to the negotiation, approval and execution of a mutually-satisfactory Purchase and Sale Agreement and all other documents necessary and appropriate to accomplish the transactions contemplated herein. Until a Purchase and Sale Agreement is executed, neither party shall have any legal duty or obligation to the other, it being expressly understood that either party may discontinue negotiations and cancel this Letter of Intent at any time. This Letter of Intent shall be governed by the laws of the State of Illinois.

A duplicate original of this letter, duly executed by Seller, shall be delivered to Purchaser to the attention of David Guritz, Forest Preserve Director, 110 West Madison Street, Yorkville, Illinois 60560, by 4:30 P.M. Central Standard Time, Friday, December 26, 2017; otherwise, at Purchaser's option, this letter shall be deemed withdrawn by Purchaser.

Sincerely,

By: _____

Acknowledged and Agreed to:

Seller(s):

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATEMENT OF JUST COMPENSATION
SUMMARY OF PROPERTY ACQUISITION AND OFFER TO PURCHASE
(continued)

PROJECT NAME: Little Rock Creek Acquisition-
Maramech Addition County: Kendall County, Illinois
Parcel # 01-33-400-006 (84.45-acres) (Full Parcel)
01-33-100-040 and 01-33-200-004 (48.0376-acres) (Partial acquisition of both parcels)

You may wish to retain and remove some, or all, of the improvements included in the acquisition. If so, the following owner-retention values have been established for the improvements listed above in Item 3, and the total of the owner-retention values for the improvements retained will be deducted from the total compensation.

<u>IMPROVEMENT</u>	<u>OWNER-RETENTION VALUE</u>
None.	\$
	\$
	\$

NOTE: Any agreement to retain such improvements does not convey with it a permit to move the improvements on, or over any State highway. It is suggested that you contact the Illinois Dept. of Transportation district office nearest you for information regarding application for a permit if one is needed.

On behalf of the Kendall County Forest Preserve District I hereby offer the property
determined as the Certified market value by
owner the total sum of \$1,300,000.00 (One-million three hundred thousand dollars)
independent appraisal, for the property described on the attached instrument(s), free and clear of all claims
of other parties, liens, taxes and encumbrances.

PRESENTED BY: Judy Gilmour, President _____
(Chief Elected Official) (Signature)
DATE: February 20, 2018

STATEMENT OF OWNER

I have read the preceding summary describing how this appraised value was established and was offered the stated value of \$ _____. I further state that:

- There are no persons living on the property.
- There are no businesses being conducted on the property by others.
- The following persons are living or conducting business on the property (including owner if in occupancy). Give name and address:

Signed: _____
Address: _____ Owner or Representative

Please note that the signing of this statement by the owner (or representative) DOES NOT constitute an acceptance of the herein stated offer to purchase.

**STATEMENT OF JUST COMPENSATION
SUMMARY OF PROPERTY ACQUISITION AND OFFER TO PURCHASE**

PROJECT NAME: Little Rock Creek Acquisition-
Maramech Addition County: Kendall County, Illinois
Parcel # 01-33-400-006 (84.45-acres) (Full Parcel)
01-33-100-040 and 01-33-200-004 (48.0376-acres) (Partial acquisition of both parcels)
OWNER(S) OF REAL PROPERTY: The Conservation Foundation

LOCATION OF PROPERTY: Kendall County, Illinois - Little Rock Township

In compliance with Sec. 301 of the federal Relocation Assistance & Real Property Acquisition Policies Act (P.L. 91-646, 49 CFR 24) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et seq.), the following summary has been prepared to fully inform you, the seller, of the details of the acquisition of (a portion of) your property for purposes. *The legal description of the parcel to be acquired is attached hereto.*

1. Existing Property:

Total Size/Area: 293.00-acres (acres/sq. ft.) more or less.

Highest and Best Use as appraised: \$ Agricultural Use

Certified Market Value of Entire Property* \$ 775,000.00 (full parcel) + 2,925,000.00 (partial parcels)

*Certified Market Value of Entire Property is based upon a State-approved appraisal and is not less than the appraiser's opinion of certified market value which was determined after a personal inspection of your property, at which time you or your representative were given the opportunity to accompany the appraiser. The appraisal takes into consideration the location of your property, its highest and best use, current land sales of properties similar to your property and other indicators of values as may be necessary, i.e.:

\$775,000.00 Proposed full parcel acquisition - 84.45 acres 01-33-400-006

\$2,925,000.00 consists of 208.55 total acres and includes full parcel numbers 01-33-100-040;

01-33-200-004; 01-34-100-001, and 01-27-300-003 - 48.0376-acres proposed partial parcel acquisition

2. Land to be Acquired:

Estate or Interest to be acquired:

Total Land Areas to be acquired: 132.4876 total acres (acres/sq. ft.)

3. Major Improvements and All Fixtures to be acquired:

4. Compensation for Property Acquired: \$ 9,812.24 per acre per acres/sq.ft.

Certified Market Value, including all improvements, as part of the Whole Property: \$ 1,300,000.00

Damage to the remaining property as a result of the acquisition: \$ 0.00

Total compensation for the property acquired: \$ 1,300,000.00

5. Other Consideration:

(_____) \$ _____

(_____) \$ _____

Total Other Consideration: \$ _____

6. Total Just Compensation for Entire Acquisition: \$ 1,300,000.00

(includes all interests in the land required for the proposed public project, and damage to the remaining property, if any)

Any increase or decrease in the market valuation caused by the public improvement or project for which property is to be acquired, or by the likelihood that the property would be acquired for such improvement or project, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded in making the determination of just compensation.

November 1, 2017

Mr. David Gurtiz

Director – Kendall County Forest Preserve District

RE: Proposal for Inventory and Assessment of Henneberry Forest Preserve in 2018

During the 2018 growing season I will inventory the 121 acres of the Henneberry Woods Forest Preserve in Kendall County (that is not currently in agriculture) for its vascular flora. This will involve visiting the site during the growing season to ensure that species with different phenologies are accurately identified and recorded. From these inventories a species list will be generated that will calculate the Floristic Quality of the site.

In addition to the inventory list I will describe the various plant communities at Henneberry Woods Forest Preserve and record any regionally rare and state listed species that are encountered and make recommendations for monitoring rare plant species on the site through the Chicago Botanic Gardens' Plants of Concern Monitoring Program. The nearby Reservation Woods parcel will also be checked to look at the general condition of the site and see if any of the rare species are still present from the flora list compiled in 1991.

Also, I will collect specimens and voucher plant species not known from Kendall County (using the 2017 Flora of the Chicago Region) and deposit these specimens at the Morton Arboretum Herbarium.

Lastly, I will assist staff in locating some rare species at Maramech Woods Nature Preserve for the purpose of Kendall County Forest Preserve Districts' GIS/GPS efforts.

As mentioned earlier, this will involve floral inventories and inspection of the site during the 2018 growing season, data entry and analysis of Floristic Quality information and writing up a final report that will be delivered to the Kendall County Forest Preserve District by November 1, 2018.

The total cost for the projects described above and report will be \$2,500.00.

Please let me know if you have any questions or if I can provide any further information.

Thank you.

Scott N. Kobal

26W121 Durfee Road

Wheaton, IL 60189-7867

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Chamlin & Associates, Inc. Proposal

Date: February 14, 2018

Attachments: DRAFT Proposal for Preparation of Legal Descriptions for
Right-of-Way Areas - Maramech Forest Preserve

The District has received the attached proposal from Chamlin & Associates to complete legal descriptions for those portions of District property located within the Fox River Drive and Griswold Springs Road rights-of-way.

The final proposal cost will be reduced to \$880.00 per correspondence with the company (the initial proposal included completion of CAD drawing exhibits, which will not be needed).

Recommendation:

District staff recommends Committee of the Whole approval of a motion to forward the Chamlin & Associates, Inc. proposal to the March 6, 2018 Commission meeting for approval.

January 25, 2018

Dave Guritz, Director
KCFPD
110 W. Madison Street
Yorkville, IL 60560

RE: Proposal for Preparation of Legal Descriptions of Right-of-Way Areas
Maramech Forest Preserve

Dear Mr. Guritz;

Thank you for contacting us to provide a quote for the work involved with developing two legal descriptions of the existing right-of-way areas within the Maramech Forest Preserve property limits.

Our quote is based on the following:

1. Road right-of-ways involved are along Griswold Springs Road & Fox River Road;
2. Plat of Survey dated October 14, 1999 prepared by Chamlin & Associates, Inc. will be used as the basis of the legal descriptions;
3. Right-of-Way Plats provided as a part of the improvements under Section 04-00076-00-SP for Kendall County Highway Department will be incorporated into the original Plat of Survey to produce the legal descriptions;
4. Preparation of two legal descriptions with Exhibits;
5. Work to be completed within two weeks of the date of acceptance of this proposal.

The cost to perform this work is \$1,320.00.

This quote does not include the following:

6. Field Survey work to locate existing property monumentation;
7. Field Survey work to install right-of-way limits monumentation;
8. Attendance of meetings. Attendance at meetings, if required, will be provided on an hourly basis as outlined on the 2017 Rate Schedule.
9. Additional services requested by the Client or any services beyond the scope of work outlined above, will be provided on an hourly basis as outlined on the 2017 Rate Schedule or a mutually agreed lump sum fee.

PERU OFFICE:

JAMES K. CLINARD, S.E., P.E. • MICHAEL W. PERRY, P.E. • KEVIN W. HEITZ, P.E., P.L.S.
DEAN A. CHALKEY, C.F.M. • DON W. BIXBY, P.E. • ADAM OSSOLA, S.E., P.E. • MICHAEL S. RICHETTA, P.L.S. • SCOTT M. SPAYER, P.L.S.

MORRIS OFFICE:

GUY R. CHRISTENSEN, P.E. • RYAN E. HANSEN, P.E. • MICHAEL E. FARRELL, P.L.S.
TIMOTHY R. HEJNY, P.E. • CASEY J. MCCOLLOM, P.E. • ROBERT T. SCHMUDE, P.E.

Proposal for Preparation of Legal Descriptions of Right-of-Way Areas

January 25, 2018

Page 2

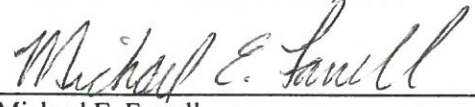
Hourly Rates:

The hourly rates itemized on the enclosed schedule shall remain in effect until March 31, 2018. In the event that services of the engineer extends beyond this date, the hourly rates will be adjusted yearly by addendum to the agreement to compensate changes in the salary structure of the engineer that are in effect at that time. Hourly rates will apply for all meeting attendance, and work outside the scope of this scope of services.

If this proposal meets your approval, please sign and return one copy at your earliest convenience.

Submitted by:

CHAMLIN & ASSOCIATES, INC.



Michael E. Farrell

DATE: January 25, 2018

Accepted by:

Kendall County Forest Preserve District

Dave Guritz, Director

DATE: _____

Enclosure

Re: Spring Public Program Budget: Fees and Charges
13-Feb-18

[illegible]

Kendall County Forest Preserve District

2018 Spring Programs

To register and pay* for a program:

Call 630-553-4025 or email
rantrim@co.kendall.il.us

*Payment required at time of registration

For additional information on a program:

Call 630-553-2292
or email
edombrowski@co.kendall.il.us

*If a class does not meet its minimum enrollment, it will be cancelled at least two days prior to the event. Early registration prevents cancelled classes!

Spring Break Camps

Amazing Animals

Ages: 4-6

Date & Time: March 26-28, 9 am-12 pm

Location: Hoover Forest Preserve

Price: \$80

If your camper loves animals, they will love this camp. Animal lovers will get a closer look at the animals that call Illinois their home through games, hands-on activities, and crafts. Campers will get the opportunity to meet some of these native animals.

Full STEAM Ahead

Ages: 7-9

Date & Time: March 26-28 1-4 pm

Location: Hoover Forest Preserve

Price: \$80

This camp will enhance the problem solving skills of your curious explorer using fun, hands-on, STEAM based activities. Each day will include different science, technology, engineering, art, math and team building activities.

*Registration forms and additional information can be found online at kendallforest.com

March

10— Making Maple Magic

Ages: All Ages

Location: Hoover Forest Preserve
Meadowhawk Lodge

Time: 9:30-11:30 am

Price: \$7 per person— **Register by March 6**

Take a guided hike through the woods at Hoover Forest Preserve to learn all about the basics of making maple syrup. After the hike, enjoy a pancake breakfast with real maple syrup!

21—Toddling Naturalist— Wonderful Worms

Ages: 1-3 years old plus caregiver

Location: Hoover Forest Preserve
Meadowhawk Lodge

Time: 10-11 am

Price: \$5 per child— **Register by March 19**

In this program geared for 1-3 year olds, we will explore the natural world through a variety of activities. Each monthly program includes a combination of nature hikes, stories, songs, games, or crafts.

23—Babes in the Woods— Spunky Skunks

Ages: 4-6 years old plus caregiver

Location: Harris Forest Preserve
Shelter 4

Time: 1-2 pm

Price: \$5 per child— **Register by March 21**

In this hour-long program for 4-6 year olds, children will discover the wonders of nature through stories, nature hikes, crafts, songs, or games. Every month we will explore a different theme.



April

7—Women in the Wild

Ages: 18+

Location: Richard Young Forest Preserve

Time: 10-11 am

Price: \$5 per person— **Register by April 5**

Think Spring! Join us for a women's only spring wildflower hike. Accompany our knowledgeable and enthusiastic staff on a spring amble through Richard Young and Lyon Forest Preserve.

18—Toddling Naturalist— Spring Wildflowers

Ages: 1-3 years old plus caregiver

Location: Hoover Forest Preserve

Eagle's Nest Pavilion

Time: 10-11 am

Price: \$5 per child— **Register by April 16**

In this program geared for 1-3 year olds, we will explore the natural world through a variety of activities. Each monthly program includes a combination of nature hikes, stories, songs, games, or crafts.

20—Babes in the Woods— Spring Wildflowers

Ages: 4-6 years old plus caregiver

Location: Hoover Forest Preserve

Eagle's Nest Pavilion

Time: 1-2 pm

Price: \$5 per child— **Register by April 18**

In this hour-long program for 4-6 year olds, children will discover the wonders of nature through stories, nature hikes, crafts, songs, or games. Every month we will explore a different theme.

23—Eco Art for Kids

Ages: 6-10 years old

Location: Hoover Forest Preserve

Eagle's Nest Pavilion

Time: 4:30-6 pm

Price: \$5 per child— **Register by April 19**

Art is all around us! These classes will engage young artists of all skill levels with the natural world while helping them appreciate art and nature in a whole new way. We will focus on a different art project each season.

May

19— Safari Saturdays

Ages: 8-12 years old

Location: Hoover Forest Preserve

Eagle's Nest Pavilion

Time: 2-4 pm

Price: \$5 per person— **Register by May 17**

During Safari Saturdays, we will trek through Hoover in a safari style exploration for signs of wildlife. You never know what animal or unique plant you will find on the trail while out and about. We will look for tracks, scats and other evidence wildlife has left behind.

23—Toddling Naturalist— Gardening

Ages: 1-3 years old plus caregiver

Location: Hoover Forest Preserve

Eagle's Nest Pavilion

Time: 10-11 am

Price: \$5 per child— **Register by May 21**

In this program geared for 1-3 year olds, we will explore the natural world through a variety of activities. Each monthly program includes a combination of nature hikes, stories, songs, games, or crafts.

25—Babes in the Woods— Gardening

Ages: 4-6 years old plus caregiver

Location: Hoover Forest Preserve

Eagle's Nest Pavilion

Time: 1-2 pm

Price: \$5 per child— **Register by May 23**

In this hour-long program for 4-6 year olds, children will discover the wonders of nature through stories, nature hikes, crafts, songs, or games. Every month we will explore a different theme.

To register and pay* for a program:

Call 630-553-4025 or email
rantrim@co.kendall.il.us

*Payment required at time of registration

For additional information on a program:

Call 630-553-2292
or email edombrowski@co.kendall.il.us

*If a class does not meet its minimum enrollment, it will be cancelled at least two days prior to the event. Early registration prevents cancelled classes!

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Proposed 2018 Promotional Discount for Ellis House Rental Events

Date: February 14, 2018

Attachment: Ellis House 2018 Events Schedule

During the February Operations Committee meeting, the Committee recommended establishing a \$500 promotional discount for weddings (or other large events) booked for the remainder of the 2018 peak wedding season (April 15-October 15) following approval through July 30, 2018. The District currently has nine wedding events scheduled, with dates available in May, June, July, and August.

District staff will work to promote the discount, with promotion tracking codes, through social media advertisement, online on "The Knot" wedding guide, and through bridal groups that District staff members have joined.

Potential clients will need to provide the promotion code in order to receive the discount.

The \$500 discount represents a 15% discount off the current \$3,500 rental fees for Friday and Sunday events, and a 13% discount off the current \$3,800 rental fees for Saturday events.

Following discussion, staff recommends a motion to forward the proposed promotional discount offer to Commission for approval.

Ellis House 2018 Events Schedule

Date	Hours	Type of Event	Event Name	Event Coordinator	Facility Attendant	Event Attendant	Number of Guests
June 30, 2018	3pm to 11pm	Wedding / Reception	Rodgers/Ornstein				
July 14, 2018	3pm to 11pm	Wedding / Reception	May/				
August 11, 2018	3pm to 11pm	Wedding / Reception	Schroeck/Carson				200
September 1, 2018	1pm to 5pm	Rehearsal	Doyle/Davis				
September 2, 2018	3pm to 11pm	Wedding / Reception	Doyle/Davis				200
September 8, 2018	3pm to 11pm	Wedding / Reception	Swenson/				
September 22, 2018	3pm to 11pm	Wedding / Reception	Reichert/Fredericks				150
September 29, 2018	3pm to 11pm	Wedding / Reception	Hines/Carlson				185
October 6, 2018	3pm to 11pm	Wedding / Reception	Walker/Presnak				
October 13, 2018	3pm to 11pm	Wedding / Reception	Kempiak/Bessler				

Updated 2/4/17

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Conveyance of District Property to the City of Yorkville
Homemade Trailer and Performer's Stage

Date: February 14, 2018

Attachments: Copy of Trailer Title of Ownership

During the February 1, 2018 Finance Committee meeting, the Finance Committee discussed and recommended Committee of the Whole review of the proposed transfer of a trailer and performer's stage to the United City of Yorkville.

In accordance with the Downstate Forest Preserve District Act (70 ILCS 805/):

(d) Whenever a forest preserve district owns any personal property that, in the opinion of three-fifths of the members of the board of commissioners, is no longer necessary, useful to, or for the best interests of the forest preserve district, then three-fifths of the members of the board, at any regular meeting or any special meeting called for that purpose by an ordinance or resolution that includes a general description of the personal property, may authorize the conveyance or sale of that personal property in any manner that they may designate, with or without advertising the sale.

(Source: P.A. 98-463, eff. 8-16-13; 99-771, eff. 8-12-16.)

The City of Yorkville has expressed willingness to accept the transfer of ownership of the property that supports the City's annual Memorial Day event.

District staff recommends Committee of the Whole direction to forward the conveyance of the homemade trailer and performer's stage to the City of Yorkville to Commission for approval.

Serial or Identification Number G 338142		TITLE NO. E1042392		OFFICE USE ONLY	
Make Homemade	Year Model 1970	Body Style Plat	No. Cyl. --	Horsepower --	
PRINT FULL NAME Last First Middle Kendall County Forest Preserve Dist.	Date of Purchase Mo. Day Yr. 5 13 70	Purchased NEW USED X			
Legal Address Yorkville, Illinois		State of Last Registration Ill.			
City or Town Yorkville	Zip Code ILL. 60560	County Kendall			
WRITTEN SIGNATURE OF OWNER(S) <i>Paul Luffert</i>		Social Security Number			
THIS VEHICLE SUBJECT TO THE FOLLOWING LIEN:					
Lien in favor of: None			Date Mo. Day Yr.		
Street Address			Amount		
City	State	Zip Code			

DATE ISSUED

MAY 28 1970

ONLY

APPLICANT MUST SIGN FULL NAME
FOLLOW THE INSTRUCTIONS ON THE REVERSE SIDE

STATE OF ILLINOIS

CERTIFICATE OF TITLE OF A MOTOR VEHICLE

I, PAUL POWELL, Secretary of State of the State of Illinois, do hereby certify that application has been made to me for a certificate of title of a motor vehicle described above.

Applicant has stated under oath that said applicant is the owner of said motor vehicle and that it is subject to the above liens and encumbrances and no others.

IN WITNESS WHEREOF, I HAVE HERETO AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS, AT SPRINGFIELD



Paul Powell

PAUL POWELL, Secretary of State

RELEASE OF LIEN

By: _____ Date: _____
Firm Name Signature of Authorized Agent

By: _____ Date: _____
Firm Name Signature of Authorized Agent

The above holder of Lien on the motor vehicle described in this Certificate does hereby state that the lien described in said Certificate of Title is released and discharged.

(Do not accept title showing any erasures, alterations or mutilations.)

№ 5174908

INVENTORY CONTROL NUMBER



Claim No.: AH50115

PROPERTY DAMAGE ONLY RELEASE

KENDALL COUNTY FOREST PRESERVE DISTRICT against BUSTED KNUCKLES LANDSCAPING, LLC and West Bend Mutual Insurance Company KNOW ALL MEN BY THESE PRESENTS; that the undersigned for sole consideration of THREE HUNDRED FIFTY THREE DOLLARS AND SEVEN CENTS Dollars (\$353.07) paid to the undersigned, do hereby fully and forever release and discharge BUSTED KNUCKLES LANDSCAPING, LLC and West Bend Mutual Insurance Co and all others directly or indirectly liable, from any and all claims and demands, actions and causes of action, damages, both known and unknown, including future developments thereof, costs, loss of service and compensation on account of, or in any way growing out of, any and all known and unknown property damage resulting or to result from the accident on or about 12/16/2017, at or near 7400 Valley Dr. Newark, IL. 60541.

It is understood and agreed that this settlement is in full compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released.

It is understood that this is a complete release of property damage only and it is understood and agreed that it does not constitute a release for any bodily injury which may have resulted from this accident.

I/We further agree that this release and payment pursuant thereto is not to be construed as a waiver by or an estoppel of any party released to prosecute a claim or action against the undersigned for any damages sustained.

CAUTION! READ BEFORE SIGNING

_____(SEAL) STATE OF _____
KENDALL COUNTY FOREST PRESERVE
_____(SEAL) COUNTY OF _____

On this _____ day of _____, _____, before me appeared _____ to me personally known, and who acknowledged the execution of the foregoing instrument as free act and deed, for the consideration set forth therein.

NOTARY PUBLIC _____ My Commission Expires _____
WB-353 (12-11)