

To: Kendall County Forest Preserve District Board of Commissioners
From: David Guritz, Executive Director
RE: July 2018 Director's Report
Date: August 15, 2018

MEETINGS, EVENTS AND PROGRAMS

July 11	Hoover Utility Locations – Meadowhawk Lodge and Lift Station
July 12	Meeting with Scott Mehaffey – Farnsworth House
July 12	Forest Foundation Memorials Committee Meeting
July 13	Forest Foundation Community Outreach Committee Meeting
July 17	Special Use Permit Review Meeting – FVTRA
July 19	Pickerill-Pigott Master Plan Public Hearing
July 31	Hoover Nature Play Space Work Day
August 4	World of Wonder Conference Field Trip – Natural Beginnings Tour
August 8	Natural Beginnings Program Manager Orientation Meeting
August 9	Forest Foundation of Kendall County Board Meeting

PRIORITY PROJECT UPDATES

Millbrook Bridge Permitting

The HLR Phase II and Phase III proposal will be revisited in early August to begin development of the project bid specifications. The US Army Corps of Engineers has sent an updated request for final comments regarding mitigation efforts with respect to impacts to a historic structure, with a deadline of September 7, 2018. Currently, the requirement listed in the draft Memorandum of Understanding is the completion and submission of a Level III HABS/HAER documentation study (*Historic American Buildings Survey/Historic American Engineering Record*). The District anticipates that The Kendall County Historic Preservation Commission will suggest that a permanent historical marker be constructed at the canoe launch area following demolition.

Grant Project Updates

Upland Design will be working with Charles H. Schrader and Associates and District support staff to complete the OSLAD grant application for completion of the Phase I public access improvements for Pickerill-Pigott Forest Preserve. Both firms are donating their time on the project.

Electrical Work and Lift Station Repairs at Hoover Forest Preserve

As previously reported, a section of the pipe leading into the lift station has deteriorated and will need to be replaced. Debris coming into the lift station appears to be contributing to the shutdown of one of the two lift station pumps. A second Blood Hound sewer intake inspection is needed to determine the full extent and length of pipe that will need to be replaced.

Plans are coming together for the replacement of two of the solar fixtures in the Meadowhawk Lodge parking lot. Riemenschneider Electric will be recommending a type of fixture, and LPS Pavement Company of Oswego has been contacted to discuss the removal and replacement of permeable pavers in order to install the new electrical conduit under the access road.

The Blood Hound utility locate helped confirm that the AT&T service line is the only utility present within the electrical conduit excavation area, with the line running below the grade that the electrical conduit will need to be installed.

Hoover Forest Preserve Rail Crossing Improvements

OmniTRAX/Illinois Railway have requested a conference call regarding the cost estimates for the proposed easements. Assistant State's Attorney Coffey will schedule the call once the District receives requested information from IDOT regarding the allowable costs for the purchase of the easements within the FHA rail safety grant guidelines, which will assist with negotiating a cost for presentation to Commission. The District anticipates that the grant will reimburse the rail carrier the easement purchase costs.

Pickerill-Pigott Master Plan Updates

The preliminary master plan was presented to participating citizens during the public hearing to review the plan held on Thursday, July 19 from 5 pm to 7 pm at the Historic Courthouse.

Six local citizens attended the hearing, with comments received supporting the plan, with one adjacent property owner expressing concerns regarding the potential for trespass onto his property from preserve visitors.

The final plan will be presented to Commission for approval at the August 21 Commission meeting, along with the authorizing resolution to apply to the 2018 OSLAD grant program.. Phase I costs are in line with available capital funding, with the goal of leveraging OSLAD funding to complete all phase I improvements.

Hoover Restoration Challenge Grant Program

The Forest Foundation of Kendall County has completed the development of the donor and sponsorship program for the Hoover Restoration Challenge Grant program. The Foundation needs to raise \$7,000 over the course of the grant agreement to secure the \$21,000 match from the Illinois Clean Energy Community Foundation. Work will begin this fall with completing prescribed burns within the preserve's core prairie areas, and clearing of invasive honeysuckle within the oak woodland edges and bluffs.

Henneberry Restoration Project Updates

SemperFi Land, Inc. plans to water the planted trees and shrubs weekly until such time as the area receives an appreciable amount of rainfall. Trees and shrubs planted have been impacted by the lack of precipitation during the month of July.

A 10% credit has been extended based on observations of the emergence of a limited number of perennials that were to be pre-planted in all 5-gallon and 15-gallon containers. A full temporary credit was taken in fall when the inventory arrived and the perennials had not been pre-planted per project specifications. Supplemental seed and perennials have been requested to balance out the approved contract amount based on the remaining restoration project needs.

Respectfully submitted,

David Guritz, Director

Kim Olson, Superintendent Report

JULY 2018

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

Jay Teckenbrock and PT staffers- *Maintain Hoover*

INCIDENT REPORTS:

I am pleased to report that it was relatively quiet in July except the usual vehicular speeding, Equestrians off trail and dogs off leash. The Prairies are in their full Glory right now and absolutely beautiful. I encourage all to take a walk and take a deep breath, particularly at Jay Woods.

PATRICK HIGGINS AND RON SMRZ AND CRAIG JOHNSON

- Craig has completed the striping of Hoover's parking lot as well as Harris, which again saved the District a great deal of expense.
- July was totally consumed with turf mowing and parking lots as well as weed/brush control of trails and the same as June. This has kept us all very busy all Summer. It was a plush and tropical early Summer again this year.
- Gravel work to lots and paths is a constant.
- Roadside/ditch clearing of garbage is a constant.
- Continuous clearing of trees from across trails is a constant.
- Maintenance of equipment is a constant.
- We are maintaining the basics to keep the Preserves clean and safe.

KIM OLSON

- The Summer Interns are now done. They were hard workers and it was a pleasure to instruct them and see them learn. We wish them well in their future endeavors.
- I have been doing a great deal of cutting/clearing of trails at all locations, whenever and wherever I can.
- I still fill in with the Closings/Openings whenever needed.
- With the growth of the Forest Preserve properties and the various forms of rental options/venues/amenities now offered by the Kendall County Forest Preserve District, come more infrastructures 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 efficiently.
- Never ending re-structuring and juggling the scheduling of all the various duties needed to keep things running efficiently.

HOOVER: Jay Teckenbrock

- With the continuing wet conditions we were busy keeping up with mowing/ weed whacking for most of the month again.
- We continued to cut back hanging branches and brush along trails.
- We had the normal volume of reservations /clean up from, including a couple with setup and tear down, and during the week rentals to schedule guys/ tasks around.
- We treated and removed all active wasp nests around, and scheduled treatment of the BS cabin carpenter bees to learn process and take care of infestation in the future.
- We mowed/cut the rest of the Canadian thistle areas I had mapped out from previous year, and found and recorded a few new spots.
- We removed several standing dead trees around the family campsites and worked on the road a couple days as well.
- We completed installation of new canvas on the primitive cabins and have started to replace rope and hardware on those.
- We replaced plywood for under new mattresses.
- We installed new covered lights on porches of bunkhouses.
- We continue to do the screen repairs and wire mesh on all the windows.
- We cut/split firewood a couple days to keep up our supply.

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.

Course Revenue - Summary Report

Summer 2018

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Environmental Education

Public Programs

Course#	Course Title	Registration Type	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
42	Fairy Garden Fun	Session	\$130.00	14	20	70%	\$60.00
43	Toddling Naturalist: Creek Walk	Session	\$10.00	4	16	25%	\$60.00
Totals For Public Programs			\$140.00	18	36	50%	\$120.00

Summer Camp

Course#	Course Title	Registration Type	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
13	Let's Wing It!	Session	\$130.00	6	16	38%	\$1,300.00
15	Imagine, Invent, Inspire	Session	\$555.00	8	16	50%	\$1,480.00
16	Fairy House and Gnome Homes	Session	\$260.00	7	16	44%	\$1,170.00
Totals For Summer Camp			\$945.00	21	48	44%	\$3,950.00
Totals For Environmental Education			\$1,085.00	39	84	46%	\$4,070.00
Grand Totals			\$1,085.00	39	84	46%	\$4,070.00

Course Revenue - Summary Report

Summer 2018

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Ellis House

Summer Camp

Course#	Course Title	Registration Type	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
21	Pony 1-Day - Parents & Tots	Session	(\$45.00)	7	10	70%	\$135.00
24	Pony 1-Day - Parents and Tots	Session	\$50.00	3	8	38%	\$225.00
27	Pony 1-Day Camp	Session	\$200.00	4	8	50%	\$260.00
29	Pony 1-Day Camp	Session	\$135.00	3	8	38%	\$325.00
31	Pony 3-Day Camp	Session	\$200.00	3	8	38%	\$1,000.00
33	Pony 3-Day Camp	Session	\$200.00	4	8	50%	\$800.00
Totals For Summer Camp			\$740.00	24	50	48%	\$2,745.00
Totals For Ellis House			\$740.00	24	50	48%	\$2,745.00
Grand Totals			\$740.00	24	50	48%	\$2,745.00

Facility Revenue - Summary Report

Receipt Dates: 7/1/2018 - 7/31/2018

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Facility Category Forest Preserve

Facility	Room	Use Type	Revenue	Refund	Total
Hoover Forest Preserve	Blazing Star	Scout Outing	\$540.00		\$540.00
Hoover Forest Preserve	Kingfisher	Family Outing	\$185.00		\$185.00
Hoover Forest Preserve	Kingfisher	Family Reunion	\$660.00		\$660.00
Hoover Forest Preserve	Family Campsite 1	Family Outing	\$95.00		\$95.00
Hoover Forest Preserve	Group Campsite A	Other	\$130.00		\$130.00
Hoover Forest Preserve	Group Campsite A	Scout Outing	\$60.00		\$60.00
Hoover Forest Preserve	Group Campsite B	Scout Outing	\$160.00		\$160.00
Hoover Forest Preserve	Group Campsite C	Scout Outing	\$305.00		\$305.00
Hoover Forest Preserve	Meadowhawk Lodge	School Outing	\$575.00		\$575.00
Hoover Forest Preserve	Meadowhawk Lodge	Wedding Ceremony & Reception	\$1,660.00		\$1,660.00
Harris Forest Preserve	Shelter 1	Scout Outing		(\$250.00)	(\$250.00)
Harris Forest Preserve	Shelter 2	Family Reunion		(\$50.00)	(\$50.00)
Harris Forest Preserve	Shelter 4	Family Outing	\$50.00		\$50.00
Jay Woods Forest Preserve	Jay Woods	Church Picnic	\$100.00		\$100.00
Totals For Forest Preserve			\$4,520.00	(\$300.00)	\$4,220.00
Grand Totals			\$4,520.00	(\$300.00)	\$4,220.00

Facility Revenue - Summary Report

Receipt Dates: 7/1/2018 - 7/31/2018

08/15/2018 12:59 PM

Facility Category Historic Courthouse

Facility	Room	Use Type	Revenue	Refund	Total
Historic Courthouse	East Wing Conference Room	Birthday Party	\$80.00		\$80.00
Historic Courthouse	East Wing Conference Room	Business Meeting	\$60.00		\$60.00
Historic Courthouse	Court Room	Business Meeting	\$80.00		\$80.00
Totals For Historic Courthouse			\$220.00		\$220.00
Grand Totals			\$220.00		\$220.00

Merchandise Revenue - Summary **Receipt Dates: 6/1/2018 - 7/31/2018**

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Birthday Pony Party

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Birthday (Pony) Party - Non-County	5	\$663.00	0		5	\$663.00
Birthday(Pony) Party - County	2	\$373.00	0		2	\$373.00
Birthday Pony Party		\$1,036.00				\$1,036.00

Credit Card Revenue

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Environmental Education Credit Card Revenue	18	\$29.52	0		18	\$29.52
Hoover & Shelter Rentals Credit Card Revenue	28	\$186.27	0		28	\$186.27
Natural Beginnings Credit Card Revenue	1	\$9.63	0		1	\$9.63
Credit Card Revenue		\$225.42				\$225.42

Ellis - Credit Card Revenue

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Ellis Credit Card Revenue	34	\$242.39	0		34	\$242.39
Ellis - Credit Card Revenue		\$242.39				\$242.39

Ellis House

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Other Rentals (Showers, B'day Parties, etc)	1	\$580.00	0		1	\$580.00
Ellis House		\$580.00				\$580.00

Meadowhawk - Rentals

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Meadowhawk - Additional Rental Hour	4	\$90.00	0		4	\$90.00
Meadowhawk - Sound System	1	\$25.00	0		1	\$25.00
Meadowhawk - Rentals		\$115.00				\$115.00

Pony Club



Merchandise Revenue - Summary

Receipt Dates: 6/1/2018 - 7/31/2018

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Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Pony Club (includes Field Trips, Scout Programs)	1	\$120.00	0		1	\$120.00
Pony Club		\$120.00				\$120.00

Riding Lessons

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Ellis - House Tenant Agreement	1	\$346.67	0		1	\$346.67
Riding - Beginner - Semi Private-Private - Non-City	4	\$560.00	0		4	\$560.00
Riding - Beginner - Semi-Private & Private - Count	3	\$470.00	0		3	\$470.00
Riding - Beginner - Semi-Private - Non-County	2	\$70.00	0		2	\$70.00
Riding - Beginner - Single - Non-County	2	\$90.00	0		2	\$90.00
Riding - Lead Line - Package - County	1	\$85.00	0		1	\$85.00
Riding - Lead Line - Single - Non-County	2	\$50.00	0		2	\$50.00
Riding - Lead Line- Package - Non-County	5	\$680.00	0		5	\$680.00
Riding- Beginner - Package - County	6	\$960.00	0		6	\$960.00
Riding- Beginner - Package - Non-County	8	\$1,440.00	0		8	\$1,440.00
Sunrise Center Monthly Fee	1	\$1,600.00	0		1	\$1,600.00
Riding Lessons		\$6,351.67				\$6,351.67

Security Deposit

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Other Rentals - Security Deposits	1	\$200.00	1	(\$200.00)	0	
Weddings - Security Deposit	1	\$1,000.00	1	(\$1,000.00)	0	
Security Deposit		\$1,200.00		(\$1,200.00)		

Summer Camp

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Student Tours	1	\$1,500.00	0		1	\$1,500.00
Summer Camp	4	\$445.00	0		4	\$445.00
Summer Camp		\$1,945.00				\$1,945.00

Weddings

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
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Merchandise Revenue - Summary

Receipt Dates: 6/1/2018 - 7/31/2018

08/15/2018 01:01 PM

Weddings

Item	Qty Sold	Amount Sold	Qty Refunded	Amount Refund	Net Quantity	Total
Weddings	5	\$9,070.25	0		5	\$9,070.25
Weddings		\$9,070.25				\$9,070.25
Grand Totals		\$20,885.73		(\$1,200.00)		\$19,685.73





REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ROCK ISLAND DISTRICT
PO BOX 2004 CLOCK TOWER BUILDING
ROCK ISLAND, ILLINOIS 61204-2004

August 6, 2018

SEE DISTRIBUTION LIST

The U.S. Army Corps of Engineers, Rock Island District (District) is considering issuance of a Department of the Army permit to the Kendall County Forest Preserve District to remove the Millbrook Bridge over the Fox River in Millbrook, Illinois. The Fox River has been identified as a "Section 10" traditionally navigable water. This is Rock Island District Permit Application No. CEMVR-OD-P-2018-0277.

You have previously received a letter dated May 8, 2018 concerning this project. The letter identified the Millbrook Bridge as an historic property eligible for the National Register of Historic Places and determined the demolition of the bridge would be considered an adverse effect. The letter also included a draft Memorandum of Agreement (MOA) that outlined efforts to mitigate the adverse effect.

From the May 8, 2018 letter we received a request from the Kendall County Historic Preservation Commission for a 60 day extension to review the information and submit comments. That extension was granted and it also allowed the Kendall County Forest Preserve District to pursue some additional funding in an attempt to preserve the bridge. Unfortunately that funding did not work out.

You are receiving this letter because you responded to the original letter and expressed interest in being a consulting party. At this time we are requesting your comments on the mitigation efforts outlined in the revised draft MOA (Enclosure 1).

Currently the only mitigation effort listed in the MOA is the Level III IL HABS / HAER documentation. Are there other mitigation efforts that you feel need to be identified and included in the MOA? In addition, within the HABS / HAER documentation, under the narrative contextual histories are there other themes you would like to see addressed?

We are requesting that comments and requests for additional mitigation efforts be returned to this office by September 7, 2018. At that time we will be moving forward with the signatory process for the MOA.

Should you have any questions, please contact me by letter, telephone or email at 309/794-5380 or brant.j.vollman@usace.army.mil.

Sincerely,

A handwritten signature in blue ink, reading "Brant Vollman", is written over a horizontal line.

Brant Vollman
Project Manager
Regulatory Branch

Enclosures

Distribution list:

Illinois Department of Natural Resources
Illinois State Historic Preservation Office
Attn: Review & Compliance
1 Natural Resources Way
Springfield, Illinois 62702-1271

Kendall County Historic Preservation Committee
111 West Fox Street
Yorkville, Illinois 60560

The Village of Millbrook
P.O. Box 51
Millbrook, Illinois 60536

Kendall County Forest Preserve District
110 West Madison Street
Yorkville, Illinois 60560

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS,
ROCK ISLAND DISTRICT
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
MILLBROOK BRIDGE REMOVAL PROJECT
LOCATED IN
KENDALL COUNTY, ILLINOIS**

WHEREAS, in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, the U.S. Army Corps of Engineers, Rock Island District (District) proposes to grant a permit (CEMVR-OD-2018-0277) in accordance with Section 404 of the Clean Water Act of 1972 (33 U.S.C. 1344) to the Kendall County Forest Preserve District to remove the Millbrook Bridge over the Fox River in Millbrook, Kendall County, Illinois; and,

WHEREAS, the Corps has consulted with the Illinois State Historic Preservation Office (SHPO) pursuant to 36 CFR 800.2(c)(1) and has come to an agreement on the project Area of Potential Effects (hereinafter, APE) pursuant to 36 CFR 800.4(a)(1), (Appendix A); and,

WHEREAS, the District has defined the undertaking's area of potential effect (hereafter, "APE") as the Permit Area (see Appendix A) in accordance with 33 CFR Part 325, Appendix C; and,

WHEREAS, the Millbrook Bridge was recommended as eligible for listing on the National Register of Historic Places by the IL SHPO June 17, 2017; and,

WHEREAS, the District has determined that the proposed demolition project on the Millbrook Bridge constitutes an adverse effect; and,

WHEREAS, the SHPO concurred with the Districts recommendations regarding the adverse effects to the Millbrook Bridge by letter dated _____; and,

WHEREAS, the District has consulted with the Kendall County Forest Preserve District (Forest Preserve) regarding the effects of the Undertaking and has invited the Forest Preserve to sign this Memorandum of Agreement (MOA) as a Concurring party; and,

WHEREAS, the District has determined, and SHPO concurs that the proposed demolition of the Millbrook Bridge constitutes an Adverse Effect; and

WHEREAS, all parties mutually agree that there is no prudent or feasible alternative to the project as originally proposed, and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the District has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36CFR§ 800.6(a)(1)(iii); and

NOW, THEREFORE, the District and the Illinois SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

I. TERMS

- A. The Corps shall ensure that issuance of Permit No. CEMVR-OD-P-2018-0277 to Kendall County Forest Preserve District is withheld until this Memorandum of Agreement (MOA) has been executed by all signatories.
- B. The Millbrook Bridge will be documented in accordance with Level III IL HABS/HAER Standards and Guidelines (Appendix B). IL HAER No. for this documentation project will be: XXXX-X. Specific Scope of Work for this project is as follows:
 - 1. Project area location map abstracted from appropriate 7.5 Minute USGS Quadrangle Map, submitted on 8.5 x 11" archival bond.
 - 2. Site Plan indicating footprint of the extant bridge, surrounding terrain features and other man-made features within a 200 yard radius of the bridge. Site plan presented on 8.5 x 11" archival bond.
 - 3. Approximately ten (10) photographs of the subject bridge presenting approaches, elevations and superstructure / substructure elements.
 - 4. Written architectural /engineering description of the subject bridge.
 - 5. Narrative contextual histories.
 - a. Brief chronological context on the origins, development and functions of the Millbrook bridge;
 - b. ?????;
 - c. ?????

- C. Submittal of 95% non-archival IL HAER documentation for IHPA review and comment prior to the submittal of 100% IL HAER documentation.

II. DURATION

This MOA will be null and void if its terms are not carried out within two (2) years from the date of its execution. Prior to such time, the Corps may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IV below.

III. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Corps shall consult with such party to resolve the objection. If the Corps determines that such objection cannot be resolved, the Corps will:

A. Forward all documentation relevant to the dispute, including the Corps' proposed resolution, to the Advisory Council on Historic Preservation (ACHP). The ACHP shall provide the Corps with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Corps shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The Corps will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the Corps may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Corps shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. The District's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

IV. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

V. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation IV, above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the Corps must either (a) execute an MOA pursuant to 26 CFR § 800.6 or (b) request, take into account and respond to the comments of the ACHP under 36 CFR § 800.7. The Corps shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the Corps and SHPO and implementation of its terms evidence that SCWO has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

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BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS,
ROCK ISLAND DISTRICT
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
MILLBROOK BRIDGE REMOVAL PROJECT
LOCATED IN
KENDALL COUNTY, ILLINOIS**

SIGNATORY:

UNITED STATES ARMY CORPS OF ENGINEERS, ROCK ISLAND DISTRICT (DISTRICT)

Mr. Ward Lenz
Chief, Regulatory Branch
Operations Division

_____ Date _____

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ROCK ISLAND DISTRICT
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
MILLBROOK BRIDGE REMOVAL PROJECT
LOCATED IN
KENDALL COUNTY, ILLINOIS**

SIGNATORY:

ILLINOIS STATE HISTORIC PRESERVATION OFFICE (SHPO)

_____ Date _____

Deputy State Historic Preservation Officer
Illinois State Historic Preservation Office

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AND THE
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REGARDING THE
MILLBROOK BRIDGE REMOVAL PROJECT
LOCATED IN
KENDALL COUNTY, ILLINOIS**

SIGNATORY:

Kendall County Forest Preserve District

_____ Date _____
Mr. David Guritz
Director
Kendall County Forest Preserve District

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ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
MILLBROOK BRIDGE REMOVAL PROJECT
LOCATED IN
KENDALL COUNTY, ILLINOIS**

CONCURRING PARTIES:

Kendall County Historic Preservation Commission

_____ Date _____

Ms. Kristinee Heiman

Director

Kendall County Historic Preservation Commission

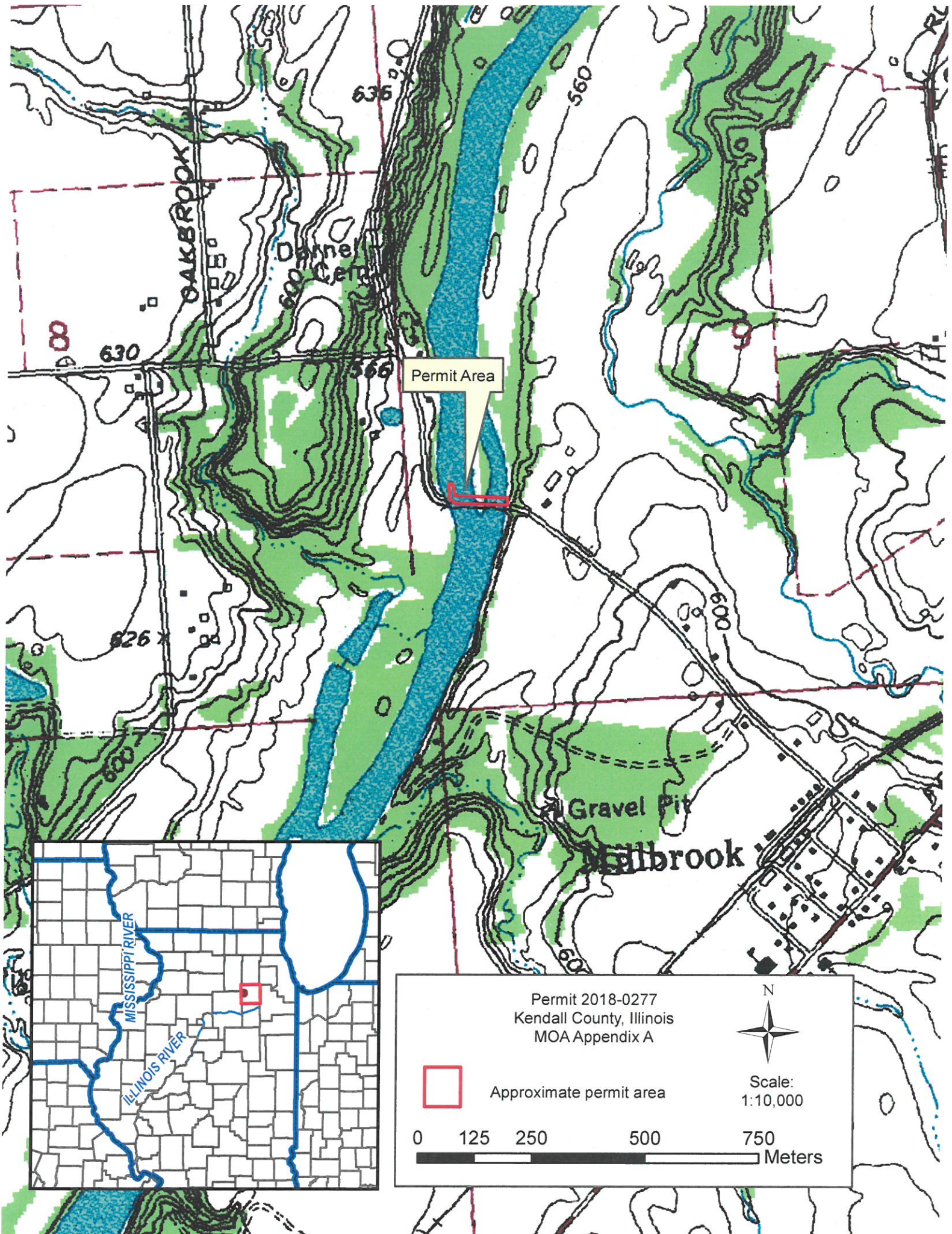
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ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
MILLBROOK BRIDGE REMOVAL PROJECT
LOCATED IN
KENDALL COUNTY, ILLINOIS**

CONCURRING PARTIES:

Village of Millbrook

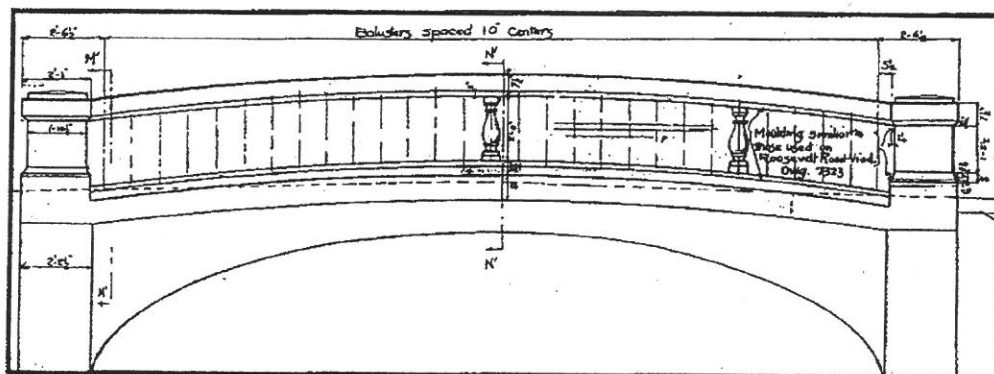
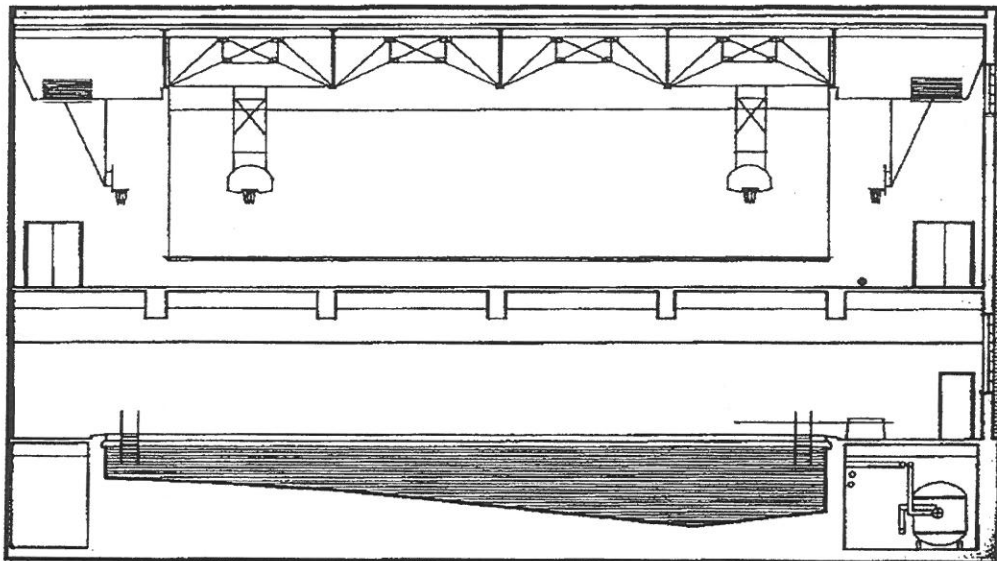
_____ Date _____
Ms. Jackie Kowalski
Village President
Village of Millbrook

Appendix A
Definition of the Project Area of Potential Effects



Appendix B
The Illinois Historic Preservation Agency's Standards and Guidelines for Historical,
Architectural and Engineering Documentation: IL HABS/HAER Standards

THE ILLINOIS HISTORIC PRESERVATION AGENCY'S
STANDARDS AND GUIDELINES FOR
HISTORICAL, ARCHITECTURAL AND ENGINEERING DOCUMENTATION:
IL HABS/HAER STANDARDS



Illinois Historic American Buildings Survey/
Historic American Engineering Record
Preservation Services Division
Illinois Historic Preservation Agency
Springfield, Illinois 62701

January 1999

PREFACE

This document outlines the Illinois Historic Preservation Agency's Preservation Services Division's Standards for Historical, Architectural and Engineering Documentation -- commonly known as the IL HABS/HAER Standards.

These performance standards define the criteria for IL HABS/HAER projects acceptable for accession in the IL HABS/HAER Collection located at the Illinois State Historical Library Archives.

Acceptable IL HABS/HAER documentation often includes:

- * Measured Drawings
- * Large-Format Photographs
- * Detailed Historical Context Development and Physical Descriptions in a Prescribed Written Outline Format

These standards are intended to be used in conjunction with the accompanying guidelines for historical, architectural and engineering documentation. Other publications listed in the bibliography should be consulted.

These standards will be used:

- * In preparation of documentation to fulfill mitigative requirements in accordance with the Illinois State Agency Historic Resources Preservation Act [20 ILCS 3420/1 et seq] and Section 106 of the National Historic Preservation Act of 1966, as amended.
- * In preparation of voluntary documentation to be submitted for inclusion in IL HABS/HAER Collection.

William L. Wheeler
State Historic Preservation Officer
Illinois Historic Preservation Agency

STANDARD 3: Documentation Shall be Prepared on and Submitted in Materials that are Readily Reproducible, Durable, and in Standard Sizes.

The size and quality of documentation materials are important factors in the preservation of information for future use. Selection of materials is based on the length of time expected for storage, the anticipated frequency of use, and a size convenient for storage and document management.

STANDARD 4: Documentation Will be Clearly and Concisely Produced.

In order for documentation to be useful for future research, written materials must be fully developed, legible and understandable. Graphic materials must contain scale information and location references.

Large-Format Photographs -- photographs made from 4x5" negatives. Appropriate techniques are to be implemented to correct perspective distortion.

Measured Drawings -- drawings produced on IL HABS/HAER acceptable materials depicting historic or existing conditions and other relevant features of the subject. Measured drawings are produced in ink on archivally stable mylar.

Photocopy - a photograph, with large-format negative, of a photograph or drawing.

Select Existing Drawings - drawings of original construction or later alterations that portray or depict the subject's historic value or significance.

Sketch Plan - a floor plan, generally not to exact scale although often drawn from measurements, where the features are shown in proper relation and proportion to each other.

Goal of Documentation

The IL HABS/IL HAER Program is the historical, architectural and engineering documentation program of the Illinois Historic Preservation Agency that promotes the incorporation of accurate graphic and written documentation into the IL HABS/HAER Collection located in the Illinois State Historical Library Archives. The goal of the IL HABS/HAER Collection is to provide historians, architects, engineers, scholars, and interested members of the public with comprehensive documentation of buildings, sites, structures, and objects significant in Illinois' history.

IL HABS/HAER Documentation often consists of measured drawings, photographs, and written data that provide a detailed record of a property's significance. Measured drawings and properly executed photographs act as a form of insurance against fires and natural disasters by permitting the repair and, if necessary, reconstruction of historic structures damaged by such disasters. IL HABS/HAER Documentation is sometimes used to provide the basis for enforcing preservation easements. In addition, IL HABS/HAER Documentation is often the last means of preservation when a historic property is to be demolished or permanently altered. IL HABS/HAER Documentation provides future researchers access to valuable information that would otherwise be lost.

IL HABS/HAER Documentation is developed as a result of two separate catalysts. First, the Illinois Historic Preservation Agency, pursuant to the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et seq) and Section 106 of the

2. Documentation Level II

- a. Drawings: original drawings photographically reproduced on archivally stable IL HABS/HAER mylar.
- b. Photographs
 - (1) large-format (4x5") negatives and 5x7" prints of exterior and interior views
 - (2) historic views
- c. Written Data
 - (1) contextual history(ies)
 - (2) architectural/site description

3. Documentation Level III

- a. Drawings: sketched floor plan
- b. Photographs
 - (1) large-format (4x5") negatives and 5x7" prints of exterior and interior views
- c. Written Data
 - (1) contextual history(ies)
 - (2) architectural/site description

The IL HABS/HAER Program retains the right to refuse any documentation of buildings, sites, structures or objects lacking historical significance. Buildings, site, structures, or objects must be listed on or eligible for listing on the National Register of Historic Places to be considered for inclusion in the IL HABS/HAER Collection.

The type and amount of documentation should be appropriate to the nature and significance of the properties being documented. Similarly, the aspect of the property that is being documented should reflect the nature and significance of the property.

Standard 2: Quality - IL HABS/HAER Documentation shall be prepared accurately from reliable sources with limitations clearly stated to permit independent verification of information.

Guidelines

For all levels of documentation, the following quality requirements shall be met:

1. Measured Drawings

Measured drawing shall be produced from recorded, accurate measurements. Portions of buildings or structures that are not accessible for measurement should not be drawn on the measured drawing but clearly labeled as not accessible or drawn from available construction drawings or other sources, and so identified. No part of the measured drawings shall be produced from hypothesis or non-measurement related activities. Documentation Level I

2. Large-Format Photographs

Black and white film only, printed on archival paper, mounted on properly labeled archival board; 4x5" negatives will accompany prints; print size will be 5x7".

3. Written History(ies) and Physical Description

Text contained within the IL HABS/HAER Written Outline Format; submitted on 8.5x11" archival bond paper.

4. Field Records

Field notebooks and field photography; photo identification sheet will accompany 35mm negatives and contact sheet; no archival requirements; submitted field records must fit into 9.5x12" folding file.

5. 95% Submittals

95% review documentation can be submitted on non-archival materials.

6. 100% Submittals

All 100% IL HABS/HAER documentation accepted by the IL HABS/HAER Program Coordinator must be submitted in the standard, archival formats.

All IL HABS/HAER Documentation is intended for reproduction. Although field records are not intended for quality reproduction, it is specified that they be used to supplement the formal documentation. Field records are not required to meet the archival standard, but are maintained as a courtesy to the collection user. The basic durability standard for IL HABS/HAER Documentation is 500 years.

Standard 4: Presentation - IL HABS/HAER documentation shall be clearly and concisely produced.

Guidelines

For all levels of documentation, the following requirements for presentation will be met.

1. Measured Drawings

Level I measured drawings will be lettered mechanically (i.e. Leroy or similar) or in a hand-printed equivalent

Photographic Specifications for the Historic American Buildings
Survey and the Historic American Engineering Record. Omaha,
NE: Great Plains Systems Office, National Park Service, 1996.

Transmitting Documentation to HABS/HAER WASO. Washington, D.C.:
HABS/HAER, National Park Service, 1995. (Draft)

Effective Date: 21 January 1999



Hampton, Lenzini and Renwick, Inc.

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

March 13, 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 \$54,600.00 for Phase III services. This upper limit includes the scope of services for preconstruction and post construction activities and a construction duration of 7.5 weeks necessary to complete the project.

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.

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
March 13, 2018
Page 3 of 7

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
March 13, 2018
Page 4 of 7

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.

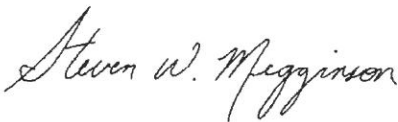
Mr. Dave Guritz, Director
Kendall County Forest Preserve District
March 13, 2018
Page 7 of 7

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 _____

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Executive Director

RE: July 19, 2018 Public Hearing Minutes – Pickerill-Pigott Forest Preserve
Preliminary Master Plan Public Review

Date: August 15, 2018

The Kendall County Forest Preserve District's public hearing to review the preliminary master plan for the Pickerill-Pigott Forest Preserve was held on July 19, 2018 from 3 pm to 5 pm at the Kendall County Historic Courthouse.

The public hearing opened at 3:00 pm.

Citizens present included:

Terry Tamblyn, Oswego, IL
William Halmagyi, Yorkville, IL
Nate Halmagyi, Yorkville, IL
Jennine Kristianson, Millbrook, IL
Neal Kristianson, Millbrook, IL
Jeff Wehrli, Oswego, IL

The Kendall County Forest Preserve District's Director, David Guritz and Upland Design Consultant Michelle Kelly presented an overview of the preliminary master plan.

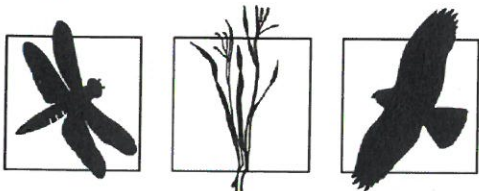
The following written comments were received:

1. Great idea! I hope it's successfully funded.
2. Consider a fence along the south property. Concerns [expressed] over [future] selling of [adjacent private] property and [impacts to] shooting/[hunting] on private property.
3. Equestrian trails? Show maintenance road access. Include a drinking fountain by the shelter in Phase II.
4. Love it! Plan has incorporated some great ideas.

The public hearing concluded at 5:00 pm.

Respectfully submitted,

David Guritz, Director

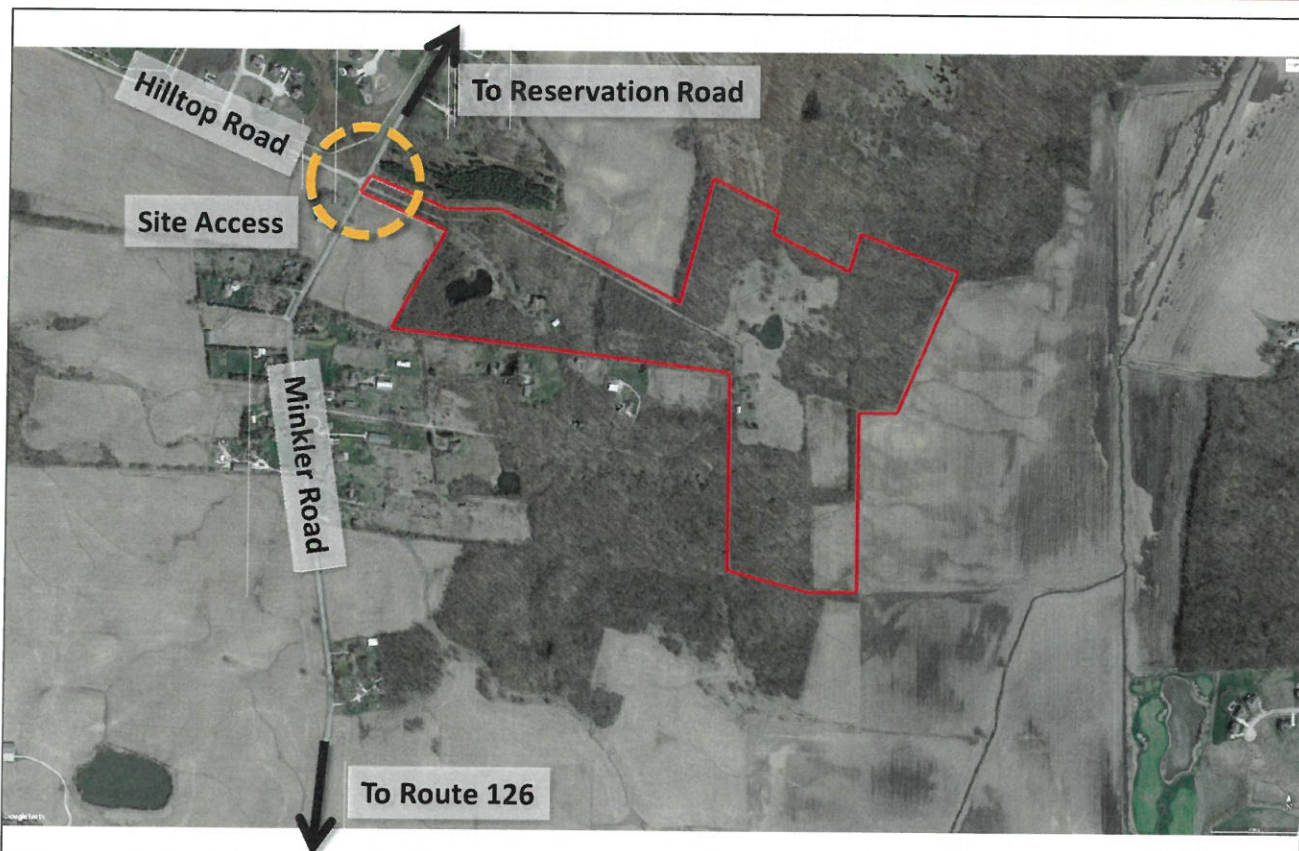


KENDALL COUNTY
FOREST PRESERVE DISTRICT



Pickerill-Pigott Forest Preserve Community Meeting

Kendall County Forest Preserve

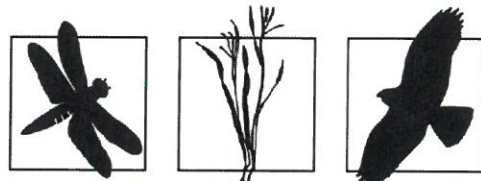


Site Analysis – Location Map

Pickerill-Pigott Forest Preserve

Planning Process

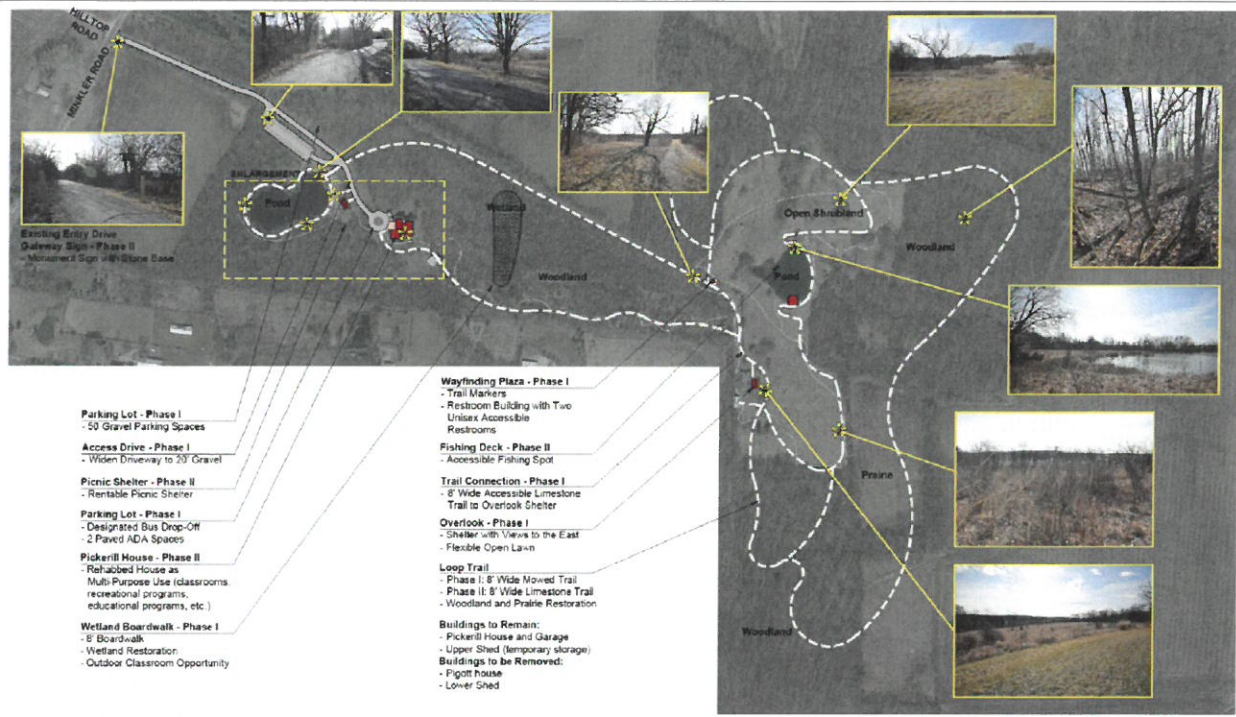
- Board Meeting Input – March 6, 2018
- Concept Planning – 2 Plans
- Public Meeting and Site Visit – May 5, 2018
- Online Survey – April 20th – July 1st, 2018
- Facebook Post – June 7th - July 1st, 2018
- Master Plan Creation – 1 Plan
- Committee of the Whole – July 11, 2018
- **Public Meeting #2 – July 19, 2018**



KENDALL COUNTY
FOREST PRESERVE DISTRICT



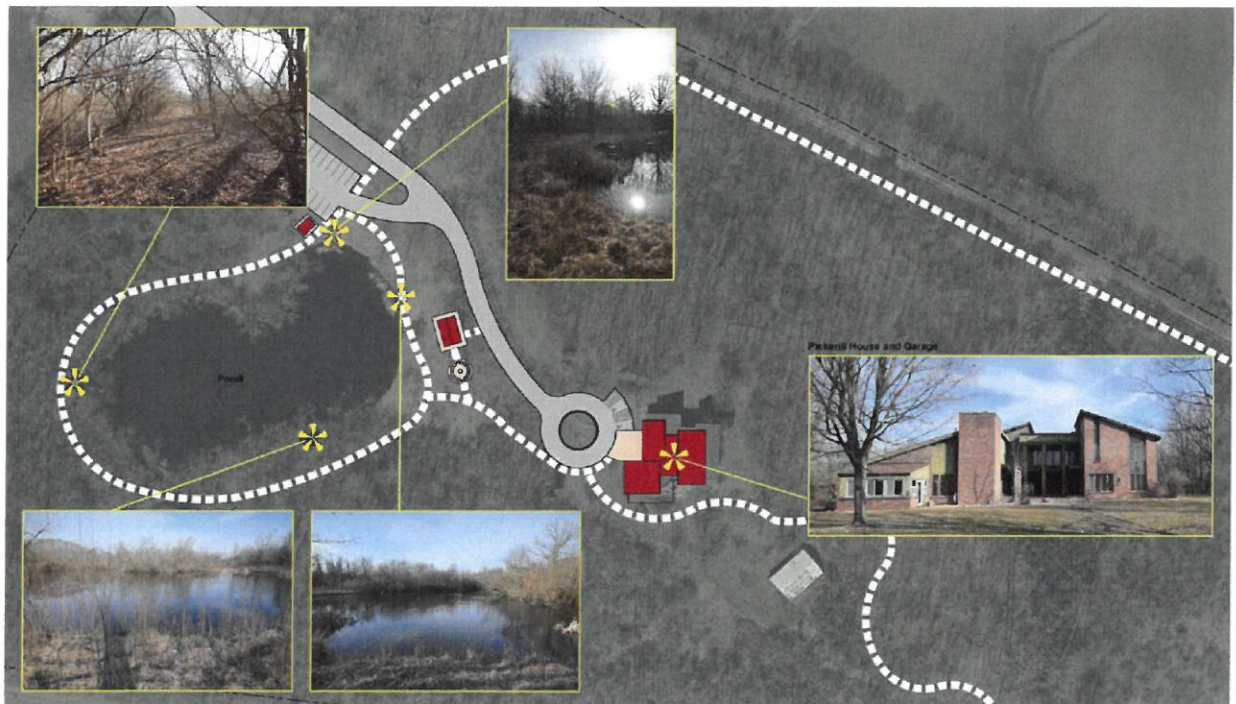
May 5th, 2018



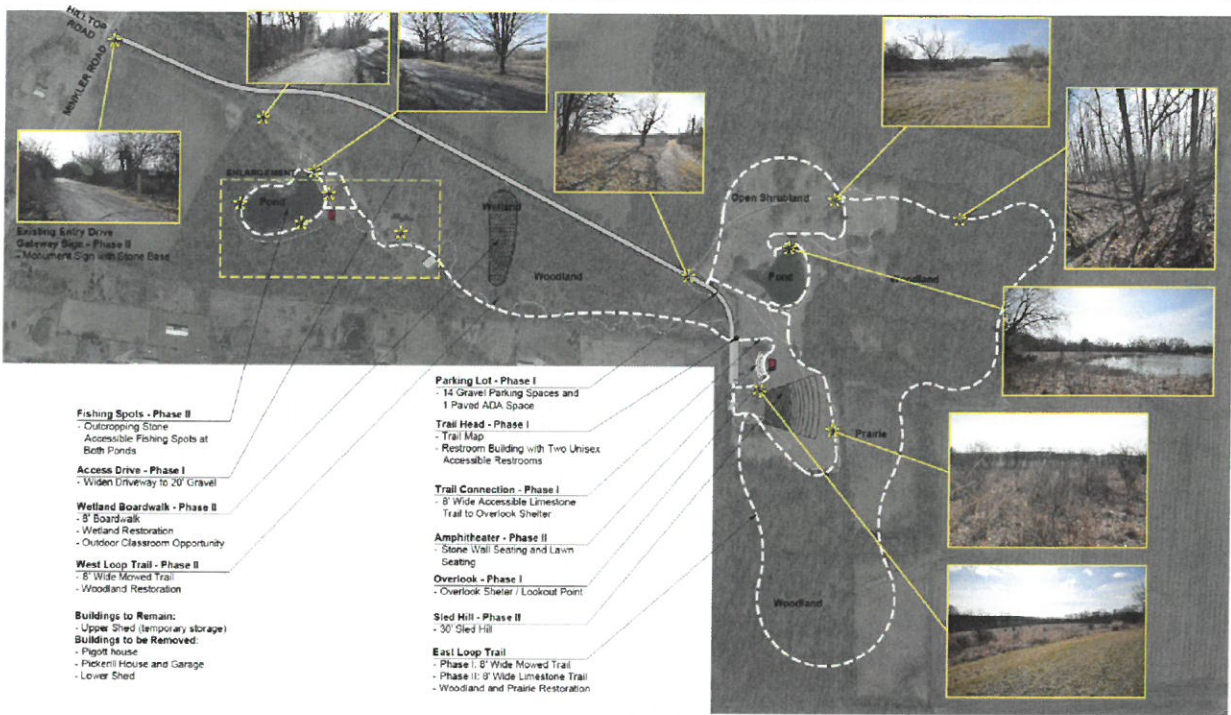
Concept Plan A
Pickerill-Pigott Forest Preserve
Kendall County Forest Preserve District

SCALE: 1" = 150' 0"
0 50 100 200 400
Map A, 2015
Project 2015

Concept A



Enlargement Area



Concept Plan B Pickerill-Pigott Forest Preserve Kendall County Forest Preserve District

SCALE: 1" = 100' 0"

Concept B

Survey Summary

- 115 Survey Respondents
- 95.1 % Kendall County Residents
- 86% Indicated Likely/Very Likely to Visit Pickerill-Pigott

Survey Approach

Survey Approach Details:

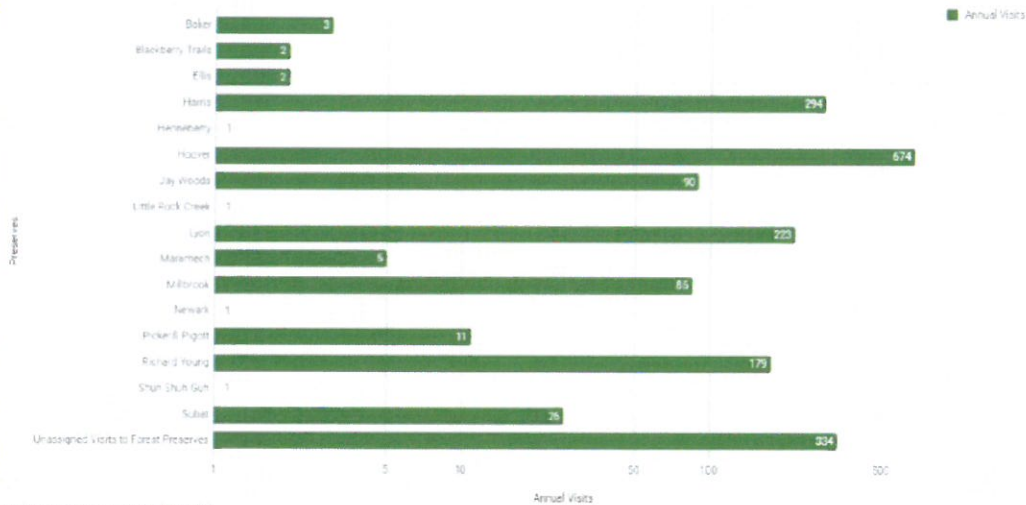
- Concept Plan A
- Concept Plan B
- Tour of the Pickerill-Pigott Property
- Survey promotion
- Facebook and eNewsletter promotions of surveys

Survey Summary

Annual Visits to Kendall County Forest Preserves by survey responses

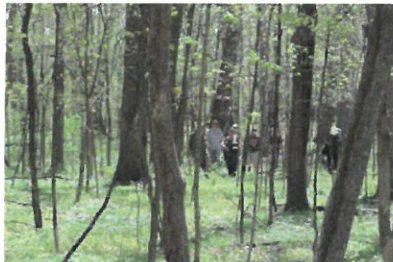
Q2: Have you visited a Kendall County Forest Preserve in the past 12-months? Please share information on which preserve(s) you visit and the number of times visited in the past year.

Annual Visits to Preserves



Survey Summary

The top 5 most desired activities:



Hiking



Scenic Area Viewing



Wildlife Observation



Picnicking / Shelter Use



Photography

Survey Summary

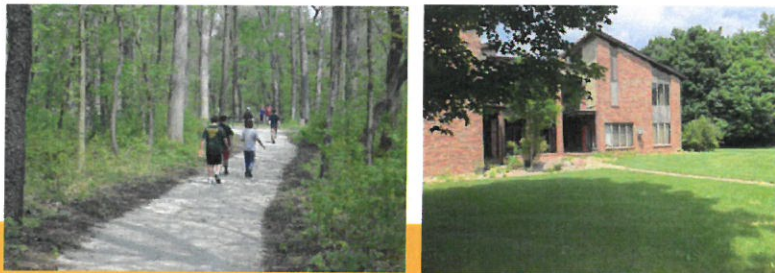
Phase I Priorities

- Hiking Trails – 93%
- Trail Access to Scenic Overlook – 86%



Phase II Priorities

- Improved Surface Hiking Trails – 72%
- Pickerel Estate Conversion for Public Use – 61%



Survey Summary



Master Plan - Phase I
Pickerill-Pigott Forest Preserve
Kendall County Forest Preserve District



Master Plan – Phase I

Signage – Entry Sign



Master Plan - Phase I
 Pickerill-Pigott Forest Preserve
 Kendall County Forest Preserve District



Parking Lot



Master Plan - Phase I
 Pickerill-Pigott Forest Preserve
 Kendall County Forest Preserve District



Wayfinding Plaza



Master Plan - Phase I
 Pickerill-Pigott Forest Preserve
 Kendall County Forest Preserve District



Natural Area Restoration



Master Plan - Phase I
 Pickerill-Pigott Forest Preserve
 Kendall County Forest Preserve District



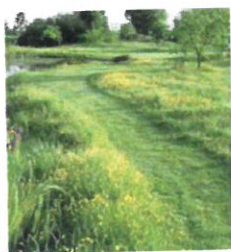
Overlook Shelter



Master Plan - Phase I
 Pickerill-Pigott Forest Preserve
 Kendall County Forest Preserve District

SCALE 1" = 150' 0"
 0 100 200 300
 MAY 16, 2018
 Prepared by: [illegible]
 Drawn by: [illegible]

Trails – Phase I



Lawn Trails



Mulch Trails



Limestone Trails



Master Plan - Phase I
 Pickerill-Pigott Forest Preserve
 Kendall County Forest Preserve District

SCALE 1" = 150' 0"
 0 100 200 300
 MAY 16, 2018
 Prepared by: [illegible]
 Drawn by: [illegible]



Master Plan - Phase II Pickerill-Pigott Forest Preserve Kendall County Forest Preserve District

Master Plan – Phase II

Trails – Phase II



Master Plan - Phase II Pickerill-Pigott Forest Preserve Kendall County Forest Preserve District

Fishing Area



Master Plan - Phase II
Pickerill-Pigott Forest Preserve
Kendall County Forest Preserve District



Wayfinding Plaza



Master Plan - Phase II
Pickerill-Pigott Forest Preserve
Kendall County Forest Preserve District



Picnic Shelter with Council Ring



Master Plan - Phase II Pickerill-Pigott Forest Preserve Kendall County Forest Preserve District

SCALE 1" = 500'
0 100 200 400
May 16, 2016
Chicago, IL: James Design Co.
Project No. 16-01



Master Plan - Phase I Pickerill-Pigott Forest Preserve Kendall County Forest Preserve District

SCALE 1" = 1500'
0 150 300 450
May 16, 2016
Chicago, IL: James Design Co.
Project No. 16-01

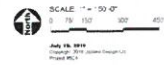
Master Plan – Phase I



Master Plan - Phase II

Pickerill-Pigott Forest Preserve

Kendall County Forest Preserve District



Master Plan – Phase II

**OSLAD Grant Program
Resolution of Authorization**

Form OS/DOC-3

Applicant (Sponsor) Legal Name: Kendall County Forest Preserve District (KCFPD)

Project Title: Pickerill-Pigott Forest Preserve - Phase I Public Access, Improvements and Amenities

The Kendall County Forest Preserve District (Sponsor) hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The Kendall County Forest Preserve District (Sponsor) further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property **acquired** with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Kendall County Forest Preserve District (Sponsor) certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the KCFPD Board of Commissioners (Sponsor) on the 21st day of August (month), 2018 (year)

Judy Gilmour

Name (printed / typed)

Attested by: Elizabeth Flowers, Secretary

Signature

Date: August 21, 2018

President

Title

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Yorkville Athletic Association License Agreement – Proposed Hoover Ball Field Improvements and Requests to Install Sponsor Recognition and Yorkville Fury Signage

Date: August 15, 2018

The District received a request from Yorkville Athletic Association – Yorkville Fury requesting permission to construct dugout, batter cage, and foul line improvements (correspondence attached for review).

The Association also requests permission to install sponsor recognition banners along the homerun fence-line, and Yorkville Fury logo signage at the ball field.

The Operations Committee approved a motion to forward to consideration of the proposal to the Committee of the Whole for discussion, with a recommendation to support the requests for field improvements, and a recommendation to deny the requests to install club and recognition banners and signage.

The District communicated the outcomes from the Operations Committee meeting, and received a follow-up email from Yorkville Fury President, Mike Klimavicius asking for reconsideration.

Recommendation:

Following discussion and directions, consider a motion to forward the Yorkville Fury requests to Commission for consideration.

General Use Ordinance Excerpt

CHAPTER SIX – REGULATION OF PERSONAL CONDUCT AND BEHAVIOR

No person shall upon or in connection with any Property of the District:

Section I – Vending and Advertising:

- a. Collect fees, admission or cover charges or display or offer for sale any articles or things, or conduct or solicit any business, trade, occupation or profession, or offer without charge any articles or things, without a valid Concessionaire Agreement approved by the Board and then only in accordance with the terms and conditions thereof, it being the intention to control commercial enterprises or sales on District lands; or
- b. Display, distribute, post or fix and placard, sign, handbill, pamphlet, circular or any other written or printed material or objects containing advertising matter or announcements of any kind whatsoever, or mark with paint any ground, trees, roads or parking areas without prior Written Permission of the Director and then only in compliance with the terms of such permission or in compliance with the terms of a valid Concessionaire Agreement approved by the Board, except those groups holding a valid Picnic, Camping, or Special Event Permit may display signs to identify their location or direct others to it, providing such signs are temporary, not more than 24" x 36" in size and are removed by the Permittee at the termination of the activity and are not attached to any tree or shrub or any District sign, gate, or building.

License Agreement Excerpt

Maintenance and Ball Field Facility Improvement Provisions

The District, at its own expense, shall maintain the gravel road and shall mow the grass ball field and adjacent unimproved turf parking area no more than one time per week on an as-needed basis from **mid-March to the end of June for each licensed year.**

Licensee, its contractors, agents and volunteers, may at its own expense, perform additional routine maintenance, mowing and any other ball field turf maintenance activities deemed necessary on an as needed basis. This includes application of fertilizer and weed suppression applied by spreader, but excludes use of chemical pesticides and rodenticides, as application of these chemicals is not consistent with the District's mission of conservation and preservation of local wildlife species, **with the exception of a single early-spring granular application of "GrubEx"** applied in accordance with product labeling to the athletic field turf areas. No chemicals may be applied by a sprayer which could impact surrounding flora and vegetation. Licensee shall also not make any structural improvements and/or changes to the District's property without the prior express written consent of the District. All completed improvements to the athletic field shall be considered District property.

Additionally, Licensee shall cleanup/pick-up and properly dispose of all trash and debris from the Licensed Area following each Licensed Use.

Licensee may contract out maintenance of the infields and outfields provided that any contractor engaged by the Licensee for such purpose, or any subcontractor of such contractor, complies with the insurance and indemnification requirements contained herein.

Licensee may contract out for the improvement of the Hoover Ball Field grounds and facilities, at the Licensee's direct cost for said improvements, provided that all such improvements have been presented, reviewed, and approved by the District's Board of Commissioners.

Operations Committee Outcomes

Operations Committee review: Motion approved to forward consideration to the Committee of the Whole for consideration, with a recommendation to approve items 1, 2, and 4.

The Committee discussed items 3 and 5 below, and were generally opposed to extending permission to allow Yorkville Fury to advertise the club and sponsors using fence line banners or logo decorations.

Related Correspondence

From: Michael Klimavicius

Sent: Monday, July 16, 2018 5:39 PM

To: David Guritz

Subject: Requested Improvements To Hoover Ball Field

Hi David,

We would like to request approval for the following improvements to the ball field at Hoover:

1. Extend backstop 1 section higher, and add in angled portions that will point inward toward homeplate. This will prevent the majority of our lost baseballs into the tall grass directly north of the ball field. It will also prevent vehicle damage for foul balls hitting them with the current shorter backstop.
2. Add chainlink fencing to close off each player's bench that would be 8' tall fencing. This will provide a separation of the players from parents. We would also like to put a tarp over each dugout and leave them there for the full contract season.
3. We would like to decorate the outfield home run fence in centerfield (between the outfield gates) with plastic fence decorations that snap into the fence mesh. These custom designed decorations will have our Yorkville Fury logo (and it looks really cool!)
4. We would like to remove grass for the two foul lines between the dirt and the home run fence and replace this with white painted fireman hose that is secured to the ground with large spikes. This would be very close to the ground and not interfere with field maintenance activities including grass cutting.
5. In order to help fund these improvements we would like the ability to sell banners to hang on the outfield home run fence between the foul poles and the closest gate. These banners would be made from see-thru mesh material and be designed and manufactured for outdoor use.

Best Regards,

Mike Klimavicius

On Monday, August 13, 2018, 11:40:09 AM CDT, David Guritz <dguritz@co.kendall.il.us> wrote:

Good morning Mike:

The Operations Committee reviewed your requests per your email earlier this month, with a motion approved to forward consideration to the Committee of the Whole at this Wednesday's meeting (8/15) at 5:30 pm for consideration, with a recommendation to approve items 1, 2, and 4 below.

The Committee discussed items 3 and 5 below, and were generally opposed to extending permission to allow Yorkville Fury to advertise the club and sponsors using fence line banners or logo decorations.

Please advise if you plan to attend this Wednesday's meeting, and if so, I will place consideration of the item at the beginning of the agenda.

Thanks!

Dave Guritz
Director
Kendall County Forest Preserve District

From: Michael Klimavicius
Sent: Tuesday, August 14, 2018 8:14 PM
To: David Guritz
Cc: Judy Gilmour
Subject: Re: Requested Improvements To Hoover Ball Field

David,

This is very disappointing news. The partnership we have had with the Forest Preserve would not have been possible without the time and financial support from our community. To further improve the ball field takes significant amount of financial resources that would not be possible without the fundraising efforts of our club and the continued support of our community. We have been asked by our sponsors to acknowledge them by allowing banners to be hung so that they could potentially grow their small business with greater awareness to our families and those that play against us. To not be in a position to offer this, while all other organizations in town are allowed to by Yorkville Parks & Recreation, simply puts us at a disadvantage.

In addition, not approving the Yorkville Fury sign in the outfield sends a very negative message to the volunteers of our organization that we are not allowed to show the pride we have for the work we do on the baseball field. This decision by your group will not be received well by our families.

I ask that you reconsider.

Best Regards,

Mike Klimavicius

To: Kendall County Forest Preserve District – Committee of the Whole
From: David Guritz, Director
RE: Sunrise Center North – 3-Year License Agreement Renewal Updates
Date: August 15, 2018

During the August Operations Committee meeting, the Committee discussed the proposed renewal of the Sunrise Center North License Agreement. The Operating Committee recommended continuation of the current monthly fee of \$1,600, increasing to \$1,650 in year 2 and \$1,700 in year 3.

The proposed terms were presented to Sunrise Center North, with a discussion held with Kris Mondrella, Sunrise Center North Program Director on August 14, 2018.

During this meeting, Director Mondrella expressed concerns on the proposed price increases and impacts to the Sunrise Center North program budget and pass-through impacts to the families served.

Director Guritz requested that Sunrise Center North extend a counteroffer based on salient points raised on the partnership benefits, and the program growth and capacity increase directly resulting from the shared use of horses within the program, and Sunrise Center support staff and volunteer support received which helps reduce overall horse care costs.

The letter will be presented to the Operations Committee for consideration at the September 5, 2018 meeting.

Ellis House & Equestrian Center

AC ISSUES

There are presently two older R22 AC systems at Ellis.

System #1 services the upstairs and has been problematic for several years, resulting in service calls and Freon recharges.

System #2 services the reception area and fireplace room. This unit has not previously presented any issues.

On June 30, 2018 we had a wedding at Ellis, I received a call at 3pm that the AC in the house was not working, and the temperature within the house was approaching 90 F. I immediately called Kendall Heating & Cooling for emergency service. A service representative diagnosed problem - the main 4 ton unit froze up. The reason that the unit froze was that the R22 System #2 had stopped cooling due to low Freon levels, and the 4 ton unit was attempting to make up for the loss of R22 System #2. The service representative was able to resolve the issues with the 4 ton unit, but not with R22 System #2. I asked the service rep to follow up the next week with the two R22 systems.

The cost for the service calls from Kendall Heating & Cooling was \$589 for June 30, 2018, and \$325 for July 8, 2018.

Directed to obtain proposals for replacement of R22 systems.

Quotes are attached.

Kendall Heating & Cooling	-	\$11,950
Golden Seal Heating & Air Conditioning	-	\$ 7,245

Mr. Marshall Vick
Ellis House & Equestrian Center
3986 McKanna Road
Minooka, IL 60447
August 13th, 2018



Reference: Replacement of 1st and 2nd floor A/C units

Dear Mr. Vick,

Pursuant to your request, Golden Seal is pleased to propose these replacement options at the above referenced project. Our services will include the following. We will be replacing a Carrier 2 ton A/C condenser and evaporator coil for the 2nd floor area. We will also replace a 2 ton A/C condenser and air handler unit for the 1st floor.

- New Lennox 13ACXN condensers will be utilized for both the 1st and 2nd floor areas.
- A new Lennox CBX25UH024 air handler will be utilized for the 1st floor.
- A new Lennox CH3325B horizontal evaporator coil will be utilized for the 2nd floor A/C.
- Labor to install both systems to be performed by NATE certified technicians.

Excluded are any additional repairs needed. Any additional repairs required outside of the above mentioned, will be billed on a time and material basis.

The base HVAC price for the above services to be performed prior to normal working hours is **\$6,749**

All work to be performed during normal working hours in a craftsman-like manner and in compliance with the currently-adopted International Mechanical Code. **The work will be billable in full and payable upon completion.**

Optional equipment installed (not included in price above):

- Furnish and install germicidal UV light - **\$789 each system**
- Furnish and install smart Wi-Fi thermostat - **\$248 each system**

Thank you for allowing Golden Seal the opportunity to submit this proposal. If you have any questions, regarding this proposal please do not hesitate to call me at (630) 570-1651.

SUBMITTED BY:

ACCEPTED BY:

Golden Seal Heating and A/C

Jim Raethz
Commercial Account Manager
Date submitted: 8/13/2018

Title: _____
Date accepted: _____

PROPOSAL

KENDALL PLUMBING & HEATING CO., INC.

3 Bonnie Lane - P.O. Box 269

Yorkville, IL. 60560

Phone: 630-553-7077 *** Fax: 630-553-7016

August 2, 2018

KENDALL COUNTY FOREST PRESERVE DIST.

Ellis House & Equestrian Center

13986 McKanna Rd.

Minooka, IL. 60447

Contact: Marty Vick Phone: (630) 774-0692 Email: mwick@co.kendall.il.us

REPLACEMENT OF (2) AIR CONDITIONING SYSTEMS:

UPSTAIRS:

1 - Goodman 2-Ton air conditioner R-410A (13 SEER)

Model #GSX130241

1 - Goodman horizontal indoor coil Model #CHPF1824A6

1 - Outdoor condenser pad

TOTAL INSTALLED: \$5,145.00

1 - Year service warranty by Kendall Plumbing & Heating Co., Inc.

5 - Year manufacturer parts warranty on Goodman equipment

DOWNSTAIRS:

1 - Goodman air handler with 2.5-Ton coil R-410A (13 SEER)

Model #ARUF31B14A

1 - Goodman 2.5-Ton air conditioner R-410A (13 SEER)

Model #GSX130301

1 - Outdoor condenser pad

Add (3) insulated supply register runs in ceiling of fireplace room

Miscellaneous materials

Labor to install in a neat and workman like manner

TOTAL INSTALLED: \$6,805.00

1 - Year service warranty by Kendall Plumbing & Heating Co., Inc.

5 - Year manufacturer parts warranty on Goodman equipment

NOTE: At time of install we will put nitrogen pressure test on line sets to check for leaks before connecting to units. If line replacement is necessary there will be an addition charge for replacement.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized

Signature _____

Note: Due to market conditions can only guarantee pricing thru _____.

Acceptance of Proposal - I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or material furnished until final & complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof.

Date of Acceptance: _____ Signature _____

Signature _____

Kendall County Forest Preserve District Fall 2018 Children's Program Series

NEW Program Series

Outdoor Explorers— Ages 6-10

Outdoor Explorers is a program geared for 6-10 year olds. Each month we will explore a different theme as we hike, create crafts, meet animals, play games, and make new friends!

Ages: 6-10 years old plus caregiver

Location: Hoover Forest Preserve
Eagle's Nest Pavilion

Time: 4:30-5:30 pm

Price: \$5 per child

September 11— Web Weavers

Register by September 7

October 9— Fabulous Fall

Register by October 5

November 13—Survival Skills

Register by November 9

To register and pay* for a program:

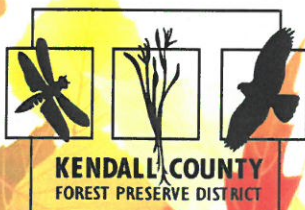
Call 630-553-4025 or email
rantrim@co.kendall.il.us

*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!



Toddling Naturalist

Toddling Naturalist is a 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.

Ages: 1-3 years old plus caregiver

Location: Hoover Forest Preserve
Eagle's Nest Pavilion

Time: 10-11 am

Price: \$5 per child

September 19— Stripes and Spots

Register by September 17

October 17— Fabulous Fall

Register by October 15

November 14— Blast from the Past

Register by November 12

Babes in the Woods

Babes in the Woods is a 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.

Ages: 4-6 years old plus caregiver

Location: Hoover Forest Preserve
Eagle's Nest Pavilion

Time: 1-2 pm

Price: \$5 per child

September 21— Stripes and Spots

Register by September 19

October 19— Fabulous Fall

Register by October 17

November 16— Blast from the Past

Register by November 14

Kendall County Forest Preserve District

Fall 2018 Family and Adult Programs

Family Programs

September 15– Fun at the Pond

Join us at Harris Forest Preserve for a family fun hike and explore a pond for wildlife. We will look for many types of wildlife that call the pond home. Please bring waterproof shoes and clothes you don't mind getting wet and dirty.

Ages: All Ages

Location: Harris Forest Preserve– Shelter 1

Time: 10-11:30 am

Price: \$5 per person

Register by September 13

October 20- Creatures of the Night

“Creatures of the Night” combines the make-believe, fun of Halloween with the beauty of nighttime nature to create an event that is fun for the whole family.

Ages: All Ages

Location: Hoover Forest Preserve
Eagle's Nest Pavilion

Time: 5:30-7 pm

Price: \$5 per person

Register by October 18

November 17- Turkey Talk

Bring the whole family and come talk turkey just in time for Thanksgiving. Learn cool turkey facts, tales and songs. We will make a craft and read a story!

Ages: All Ages

Location: Hoover Forest Preserve
Meadowhawk Lodge

Time: 1-2 pm

Price: \$5 per person

Register by November 15

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!

Adult Programs

September 8– Mindful Meandering

Join us for an immersion of the senses as we lightly dabble into what the Japanese refer to as Forest Bathing. We will meditatively wind our way on a lush trail at Richard Young Forest Preserve.

Ages: 18 and older

Location: Richard Young Forest Preserve

Time: 10-11:30 am

Price: \$5 per person

Register by September 6

September 29– Walk and Unwined

Enjoy an afternoon of sunshine, fresh air, and wine tasting. After an invigorating hike we will tour and taste wine at Fox Valley Winery.

Ages: 21 and older

Location: Fox Valley Winery (travel to the forest preserve is included)

Time: 12:30-3:30 pm

Price: \$30 per person

Register by September 26

October 13–

Phones and PHOTOSynthesis

During this Program we will have our phones switched on to camera mode while we hike around Hoover Forest Preserve. On our hike we will look for picturesque views to snap while experimenting with creative angles and settings.

Ages: 18 and older

Location: Hoover Forest Preserve
Eagle's Nest Pavilion

Time: 10-11:30 am

Price: \$10 per person

Register by October 11

November 10-What's a Tree to Me?

Slip on those walking shoes and head out to Richard Young for an interpretive hike. During this hike we will explore the importance, function, and beauty of trees.

Ages: 18 and older

Location: Richard Young Forest Preserve

Time: 10-11:30 am

Price: \$5 per person

Register by November 8

[illegible]

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Procurement Card Request

Date: August 15, 2018

District staff is requesting the issuance of a procurement card for Stefanie Wiencke, Natural Beginnings Program Manager with a single-purchase limit of \$100 and monthly combined purchase limit of \$500.

A procurement card request was approved and issued to the previous Program Manager, and was collected and turned into the Treasurer's Office at the conclusion of her employment with the District.

Recommendations:

Consider a motion to forward a request to issue of a procurement card to Stefanie Wiencke, Natural Beginnings Program Manager to Commission with a single-purchase limit of \$100, and monthly combined purchase limit of \$500.

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Blood Hound Private Utility Location Proposal

Date: August 15, 2018

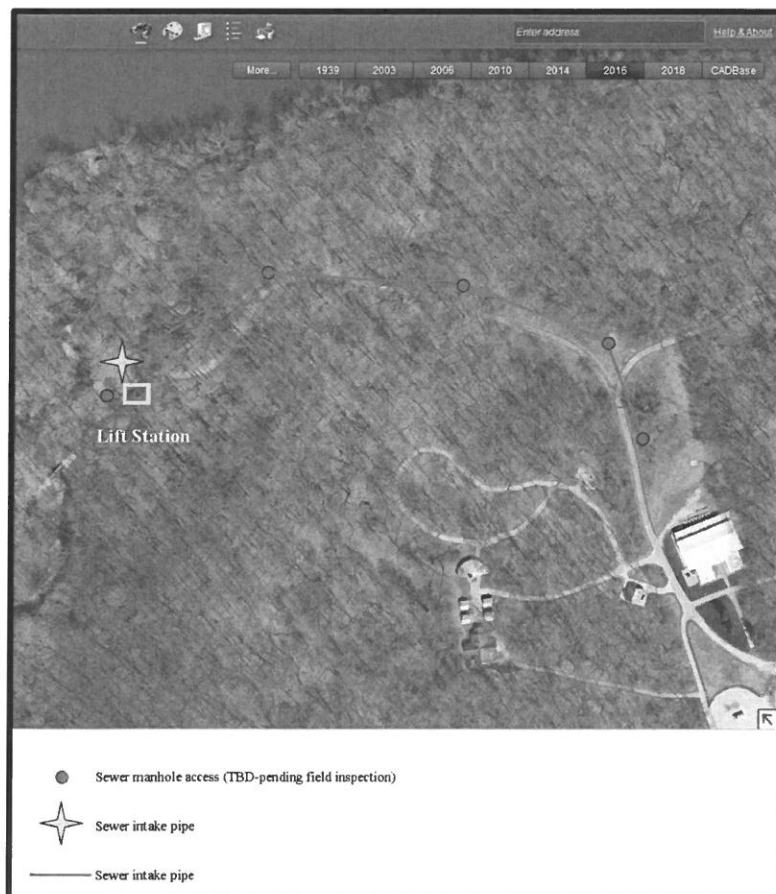
During the last Blood Hound Private Utility locate, a sewer cam was used to confirm that the sewer intake pipe has been breached. Debris entering the breach is impacting lift-station pump operation, and requires repair.

A second Blood Hound sewer intake pipe inspection is being scheduled to inspect the remaining sections in order to determine the extent of the damage to inform the scope of work that will be requested from area contractors for the repair.

The District anticipates receipt of an estimate based on the previous work performed of \$1,625.00. The final cost will be coded to the District's capital fund.

Recommendation:

Consider a motion to forward the Blood Hound Private Utility Location service estimate, with the amount stated on the estimate, to Commission for approval.



Blood Hound
750 Patricks Place
Brownsburg, IN 46112



ESTIMATE

Created Date 7/6/2018
Estimate Number 40892
District CHI

Customer Kendall Co. Forest Reserve District
Billing Phone (630) 553-4131
Billing Address 110 W. Madison St.
Yorkville, IL 60560
Job Site Location Blazing Star, 11285 Fox Rd, Yorkville, Illinois,
60560

Name David Guritz
Phone (630) 553-4131
Email dguritz@co.kendall.il.us

Product	Quantity	Sales Price	Total Price
Advantage Locate (hourly)	2.00	\$180.00	\$360.00
Confined Space-Sewer Cam	1.00	\$75.00	\$75.00
Main Line Sewer Cam (hourly)	2.00	\$250.00	\$500.00
Sewer Cam Mob (hourly)	7.00	\$150.00	\$1,050.00
Grand Total			\$1,985.00

Scope of Work

Customer SOW excavation

BHUG SOW Client has requested an Estimate for the following Scope of Work:

- Customer is advised this estimate is based on a 2-hour minimum with a not to exceed limit. Any additional time required on site to complete the task beyond the 2-hour minimum will be invoiced in 15-minute increments @ \$62.50 per increment, not to exceed 4 hours.
- Customer has requested to locate all utilities in two areas; a sanitary lift station and metal hawk lodge parking lot., exact area to be determined at meet on site.
- Per customer;
 - 1) The lift station opening is 3 feet X 4 feet.
 - 2) The intake sewer pipe we're wanting Bloodhound to inspect looks like 8 inches in diameter. The intake pipe is approximately 15 feet below grade.
 - 3). Confined space entry protocol only needed if you plan to enter the vault with personnel. Better to lower the equipment in using a winch or similar approach if you have the capability. There is an alternate man hole that could be attempted for access, but I would anticipate bends in the sewer line that could be a problem.
- Estimates INCLUDES ONLY the areas noted above
- Inspect AND Video 80' of 8" pipe for assessment.
- Estimate does not include any jetting or cleaning of the lines.
- If lines have excessive debris in them then they may not be passable with a robotic camera unit.
- Client will be provided with Videos, PACP Report of all findings and a Site Sketch indicating the locations of all Lines.
- Site Sketch will also indicate all manhole structure numbers assigned to each structure (manhole, catch basin, etc...), so that they can be associated with the PACP Report.
- Estimates also does NOT include any Permitting, MOT Plans or Traffic Control. Client is responsible for any of those items or they can request an estimate revision.

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

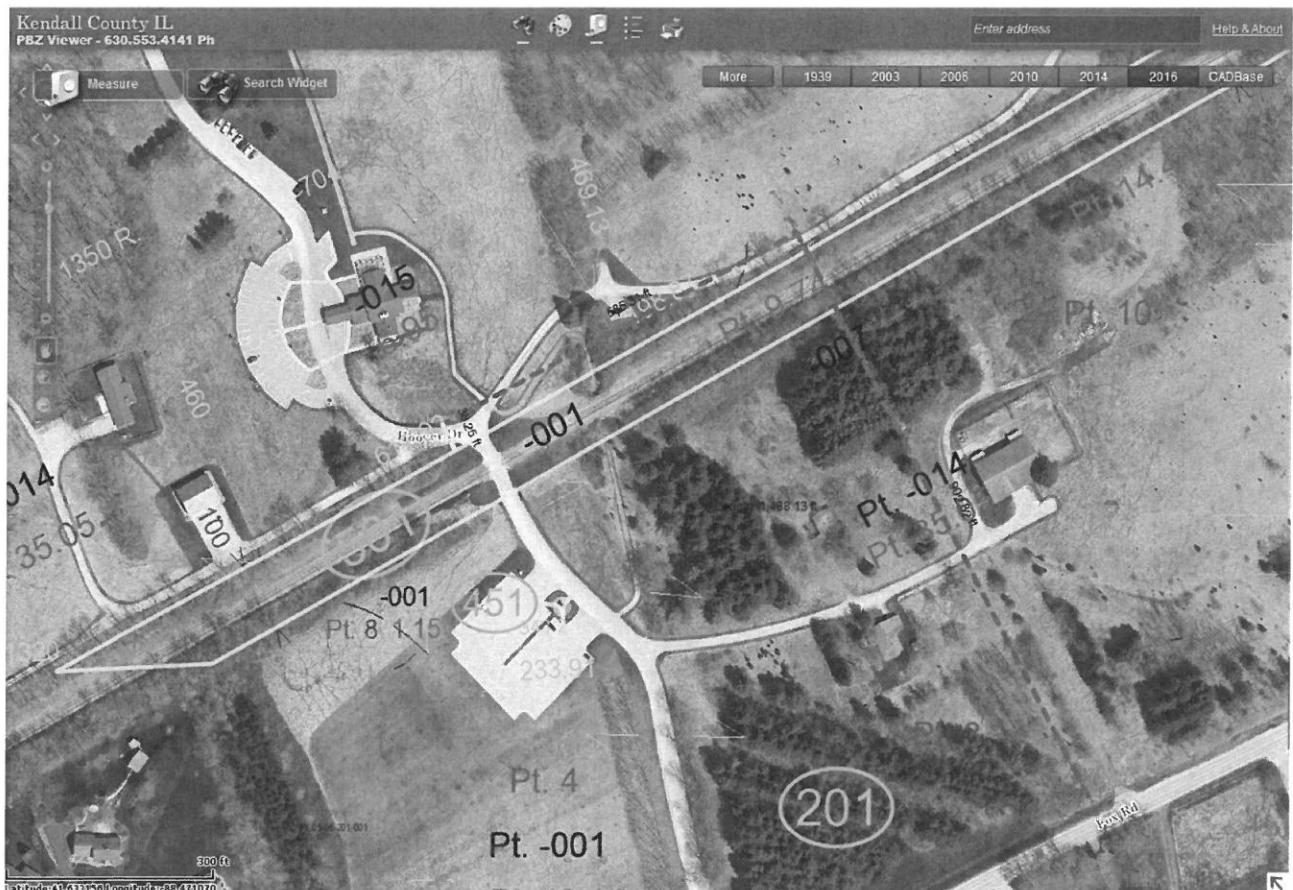
RE: Hoover Rail Crossing Improvement Project Updates

Date: August 15, 2018

Easement cost estimates for the proposed ComEd and OmnTRAX/Illinois Railway electric utility easements were prepared in accordance with Ordinance # 06-04-01 Regarding the Granting of Easements and Licenses (estimates attached).

Assistant State's Attorney Coffey forwarded the estimates to the respective parties. OmniTRAX has requested a conference call to discuss the proposed cost, and the District has replied that the conference call will be scheduled once IDOT confirms the allowable costs for the easements under the FHA-IDOT rail safety grant program.

The ComEd easement will run along the center line of the existing electrical utility line extending from Fox Road to the closest point adjacent to Illinois Railway property where a new transformer will be installed. The Illinois Railway easement will extend from the transformer to their property line. A new meter will be installed at the gate control structure, with Illinois Railway billed for usage.



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

KENDALL COUNTY FOREST PRESERVE DISTRICT
Ordinance #06-04-01 Easement Cost Calculation (99-years)
 ORDINANCE REGARDING THE GRANTING OF EASEMENTS AND LICENSES

Application Fee (Section 8A)	\$750
-------------------------------------	--------------

Monetary Fee Calculation (Section 8.B.1.a)	
<i>Fair Market Value + \$25,000 per acre</i>	
Per Acre Cost Calculations	
Fair Market Value Comparable - 2015 Fox River Bluffs Acquisition Cost	
Fox River Bluffs Forest Preserve	\$13,437 per acre
Ordinance-assigned Cost	<u>\$25,000 per acre</u>
TOTAL	\$38,437 per acre

Area Calculations

Area 1	
Fox Road to Existing Electrical Pole (Overhead Line)	
ComEd Easement Centerline Length Estimate	900 feet
Easement Width Estimate (15' from centerline)	30 feet
Area 1 Total Area	27,000 square feet
Area 2	
Existing Electrical Pole to OmniTRAX-Illinois Railway Proposed Easement	
ComEd Easement Centerline Length Estimate	585 feet
Easement Width Estimate (15' from centerline)	30 feet
Area 2 Total Area	17,550 square feet

Area 1 + Area 2 Easement Cost Estimate	
27,000 square feet + 17,550 square feet = 44,550 square feet = 1.0227 acres	
1.0227 acres X 38,437 per acre = \$39,310	

Tree Replacement Fee Calculation (Section 8C)	Quantity
\$500 DBH 2 to 8 inches	Total
\$1,000 DBH 8 inches or greater	Total
MV DBH greater than 20 inches	Total
Tree inventory required	
TBD	

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

Wetland Report (Section 9B)

Not required

TOTAL COST EST. \$40,060**KCFPD Tree Inventory Cost Estimate**2 staff members X 8 hours X \$50 per hour = **\$800****KCFPD Reimbursements for Out-of-Pocket Costs (staff time)**1 staff member X 40 hours X \$50 per hour = **\$2,000****Tree Replacement Fee Calculation - Notes**

A preliminary review of the easement area was completed on 7/19/18.

Predominant species present include:

1. Pagoda Dogwood (*Cornus alternifolia*)
2. Silver Maple (*Acer saccherinum*)
3. Burr Oak (*Quercus macrocarpa*)
4. White mulberry (*Morus alba*)

The easement corridor extending north from W. Fox Road is forested primarily with the majority of trees located within the corridor identified as Pagoda dogwood. An estimated 50 trees between 2-8 inches are located within the proposed 30' easement corridor.

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

KENDALL COUNTY FOREST PRESERVE DISTRICT
Ordinance #06-04-01 Easement Cost Calculation (99-years)
 ORDINANCE REGARDING THE GRANTING OF EASEMENTS AND LICENSES

Application Fee (Section 8A)	\$750
-------------------------------------	--------------

Monetary Fee Calculation (Section 8.B.1.a)	
<i>Fair Market Value + \$25,000 per acre</i>	
Per Acre Cost Calculations	
Fair Market Value Comparable - 2015 Fox River Bluffs Acquisition Cost	
Fox River Bluffs Forest Preserve	\$13,437 per acre
Ordinance-assigned Cost	<u>\$25,000 per acre</u>
TOTAL	\$38,437 per acre

Area Calculations		
Area 1		
ComEd Easement South Boundary to IL Railway ROW		
Plat of Easement Centerline Length Estimate	54 feet	
Easement Width Estimate (15' from centerline)	25 feet	Ordinance Minimum
Area 1 Total Area	1,350 square feet	

Area 1 Easement Cost Estimate	
1,350 square feet =	.0309 acres
0.0309 acres X 38,437 per acre =	\$1,187

Tree Replacement Fee Calculation (Section 8C)	Quantity	
\$500 DBH 2 to 8 inches		Total
\$1,000 DBH 8 inches or greater		Total
MV DBH greater than 20 inches		Total
No tree inventory req.		0

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

Wetland Report (Section 9B)
Not required

TOTAL COST EST. \$1,937

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

Baker Woods Forest Preserve – 2019 through 2021 Farm Lease Agreement Call for Proposals

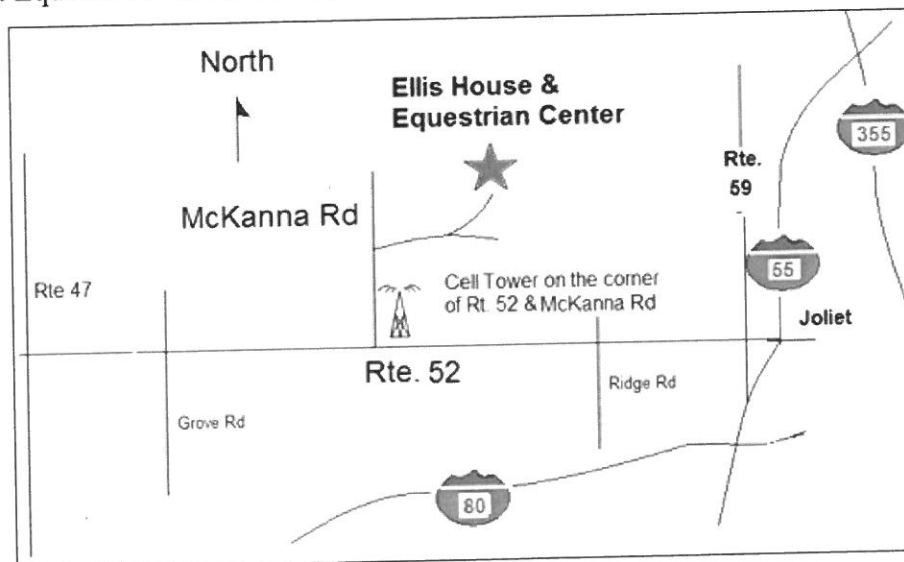
Legal Notice:

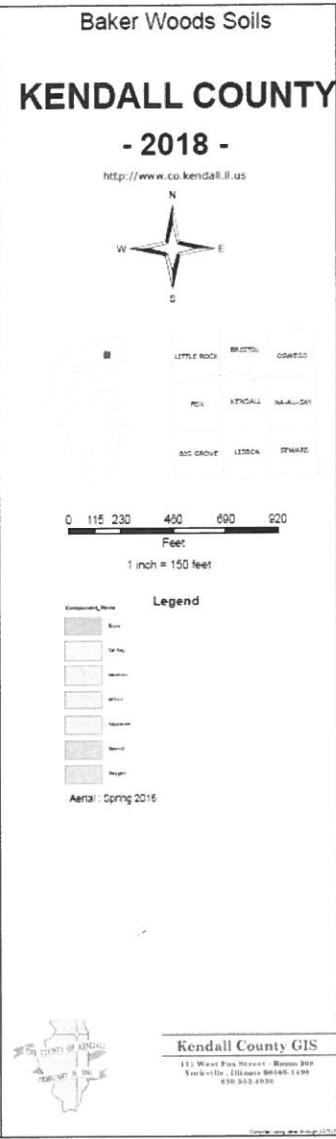
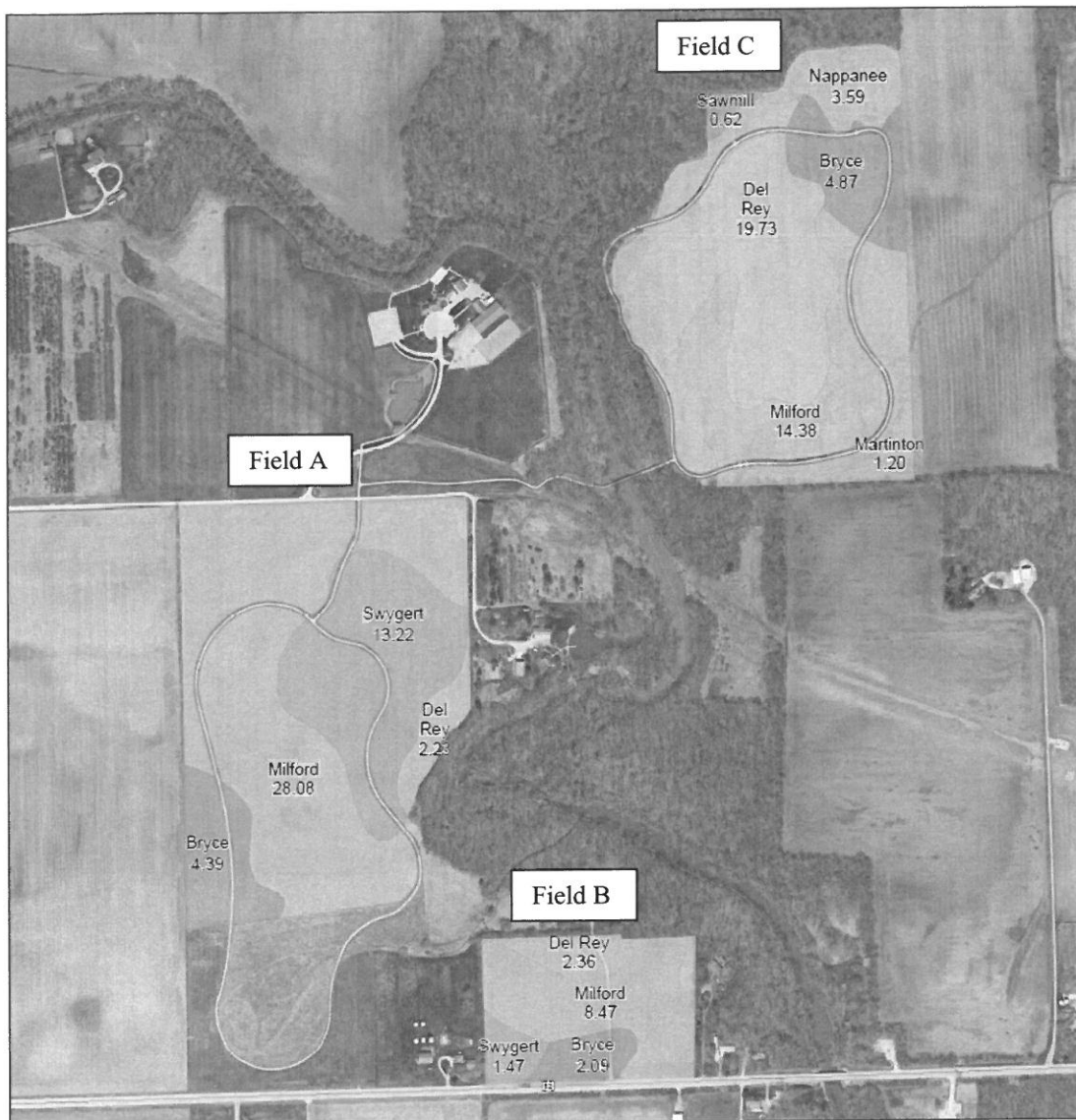
The Kendall County Forest Preserve District (KCFPD) is accepting proposals from qualified Farm Operators for the Leased farming of 106.7-acres of property located at Baker Woods Forest Preserve in Minooka, Illinois. The 106.7-acres are divided into three separate fields (Fields A, B and C). Fields A and B are readily accessible from KCFPD improved roadway entrances and access routes. Field C is not readily accessible. **Qualified bidders are required to secure and provide confirmation of the necessary permissions from adjacent private land owner(s) to access Field C with farming equipment for the duration of the contract.**

Bid packets may be picked up from the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560 beginning Friday, August 17, 2018, or can be found online at <http://www.co.kendall.il.us/call-for-bids/>. Sealed bids will be accepted at the Kendall County Forest Preserve District's Headquarters located in the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560 through 12:00 PM on Friday, September 7, 2018. Bids will be opened and read aloud at 12:15 PM on Friday, September 7, 2018 in the Kendall County Historic Courthouse East Wing Conference Room. For more information, contact David Guritz, Director at 630-553-4131, or email at kcforest@co.kendall.il.us.

Location Maps and Parcel Soils Data

The Baker Woods Forest Preserve is located in Kendall County near the intersection of Route 52 and McKanna Drive in Minooka, Illinois 60447. Baker Woods Forest Preserve includes the Ellis House and Equestrian Center located at 13986 McKanna Rd., Minooka, IL 60447.





SOIL TYPES AND ACRES BY PARCEL		
Farm Parcel	Soil Type	Total Acres
FIELD A		
<u>Parcel # 09-16-200-003</u>	Bryce	4.39
	Del Rey	2.23
	Milford	28.08
	Swygert	13.22
FIELD B		
<u>Parcel # 09-16-200-003</u>	Bryce	2.09
	Del Rey	2.36
	Milford	8.47
	Swygert	1.47

FIELD C		
Parcel # 09-10-300-002 and 09-09-400-003	Bryce	4.87
	Del Rey	19.73
	Milford	14.38
	Martinton	1.2
	Nappanee	3.59
	Sawmill	0.62
	Total Acres	106.7
ACRES BY SOIL TYPE		
Soil Type	Acres by Soil Type	Percent of Total
Bryce	11.35	10.64
Del Rey	24.32	22.79
Milford	50.93	47.73
Swygert	14.69	13.77
Martinton	1.2	1.12
Nappanee	3.59	3.36
Sawmill	0.62	0.58
Total Acres	106.7	100
SOIL PRODUCTIVITY DATA - 2012		
Soil Type	Productivity Bu/Acre (Corn)	Productivity Bu/Acre (Soybeans)
Bryce	143	48
Del Rey	133	44
Milford	151	50
Swygert	140	46
Martinton	153	51
Nappanee	102	36
Sawmill	167	53

Productivity data source

<http://soilproductivity.nres.illinois.edu/table2revB810kro2012.pdf>

Bidder Instructions:

In order to participate in the bidding process, Farm Operators must fully complete the required **Statement of Professional Experience and Bid Form**.

Fields A and B readily accessible from KCFPD improved roadway entrances and access routes. Field C is not readily accessible. **Bidders are required to secure necessary permissions, and provide confirmation of Field C access permission(s) from adjacent property owners.**

Sealed bids will be accepted at the Kendall County Forest Preserve District's Headquarters located in the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560 through 12:00 PM on Friday, September 7, 2018. Bids will be opened and read aloud at 12:15 PM on Friday, September 7, 2018 in the Kendall County Historic Courthouse East Wing Conference Room. Sealed bids should be clearly marked "Baker Woods Forest Preserve Farm Lease Proposal."

Following bid opening, an apparent high bidder will be declared, with subsequent development of a three (3) year farm lease agreement with the Kendall County Forest Preserve District subject to approval by the Kendall County Board of Commissioners.

A copy of the Farm Lease Agreement contract template is included within this bid packet as **Exhibit 1**.

Insurance Requirements:

The successful bidder will provide the Kendall County Forest Preserve District with a Certificate of Insurance listing the Kendall County Forest Preserve District as additionally insured on the liability policy as a certificate holder. Certificate coverage must meet the following stated amounts:

- A. The Lessee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Lessor. Lessee shall purchase insurance with said company naming the Lessor as additional insured on the liability policy. Policy must cover all contractors hired by the Lessee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. The Lessee shall obtain and maintain, at the Lessee's expense, appropriate and adequate insurance coverage for the Lessee's personal property in amounts determined by the Lessor to be adequate.

**Baker Woods Forest Preserve – 2019 - 2021
Farm Lease Agreement
Statement of Professional Experience**

Farm Operator Name: _____

Farm Operator Address:

Address: _____

City: _____

State: _____

Zip Code: _____

Contact Information:

Home Phone: _____

Cell: _____

E-mail: _____

Statement of Professional Experience

(Please briefly summarize your experience as a Farm Operator including any education or specialized training received).

References

(Provide three references from other Agricultural Industry Professionals and/or current property owners you are leasing property from for farming purposes).

Name	Contact Information	Title / Relationship

Field C Adjacent Property Owner Information, Access Permissions and Certification

(Provide documentation including adjacent property owner name and contact information)

Adjacent Property Owner Name: _____

Address (City, State, Zip): _____

Contact Phone Number: _____

I certify that I have contacted adjacent property owner(s), and have secured the required access permissions to Field C (*).

Printed Name

Signature

(*) Bidders unable to demonstrate and certify Field C access permissions will be disqualified. The District reserves the right to reject any bids received.

**Baker Woods Forest Preserve – 2019 through 2021
Farm Lease Agreement
Bid Form**

Farm Operator Name: _____

Base bid amount extended is

BASE BID AMOUNT: \$ _____ PER ACRE _____ (FIGURES)

BASE BID AMOUNT: _____ (WORDS)

All bidders are strongly encouraged to read through the Exhibit 1: Farm Lease Agreement Contract Template. The Farm Lease Contract will include provisions for calculating the required and non-negotiable formula-based yield payment for each farming year based on prevailing market rates.

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

FARM LEASE AGREEMENT #18-XX-XXX

Baker Woods Forest Preserve – West Section

AGREEMENT made this ____ day of _____, 2018 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Lessor, and (Farm Operator Name), of (Permanent Address), Lessee, including all heirs and assigns.

WHEREAS, the Lessor is the owner of certain lands situated in the County of Kendall, Township of Seward and State of Illinois described as:

PIN#s: Field A and B: 09-16-200-013
 Field C: 09-10-300-002 and 09-09-400-003

WHEREAS, Lessee desires to use the above-described real estate for farming purposes and Lessor desires to have the real estate farmed.

WHEREAS, both Lessee and Lessor hereby agree that there are 106.7 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Lessor hereby grants to the Lessee a farm lease in exchange for the following goods, services, and considerations, submitted as a use fee for a term of three (3) years, beginning on January 1, 2019, and ending on December 31, 2021 subject to the conditions and limitations hereinafter mentioned.

Lessee shall pay Lessor a **Base Rate** of \$_____ per tillable acre for each of the three years of the lease agreement. The Base Rate shall be payable no later than May 30 within each of the three lease years, and Lessee agrees that failure to pay by this date may terminate this Lease Agreement.

Lessee shall pay Lessor a **Flexible Rate** equal to:
(((Average Grain Price - Basis) x Yield) + Crop Insurance) x 33.33%) - Base Rent
(See Exhibit A for example.)

Average Grain Price shall be calculated by utilizing the closing price on the Chicago Board of Trade futures market on the first trading day of each month from January through October. The Basis shall be fixed at \$0.30 for corn and \$0.40 for soybeans.

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page one of this agreement.

Crop Insurance shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Lessee, less the premiums paid on such policy(s).

The Flexible Rate is payable on or before December 31 of each Lease year. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Lessor.

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. The “Baker Woods Forest Preserve – 2019 through 2021 Farm Lease Agreement Call for Proposals” information packet and base rent bid sheet submitted by the Lessee is incorporated into and made part of this agreement as Exhibit B.
3. This Agreement grants only a contractual lease to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Lessee and no such rights shall vest in any of Lessee’s employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Lessee any legal or equitable interest in the Subject Property.
4. Lessor makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Lessee to pay such taxes as are incurred during the term of this lease. In the event the Subject Property becomes taxable at any time during the term of this Lease, Lessee shall be required to pay those taxes that are incurred during the term of this Lease. At the termination of this Agreement, Lessee shall pay tax incurred during the term of this lease, though not yet due and owing. Where taxes have yet to be determined, Lessee shall pay the estimated taxes based on 100% of the previous year’s taxes. Any such taxes shall be prorated as needed.
5. The Lessor agrees that the Lessee may, without further license on the part of the Lessor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Lessee is responsible for maintaining the soil according to the methods adopted in Lessee’s farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Lessor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
6. The Lessee has inspected the Subject Property prior to signing this Agreement and accepts the condition of this “as is.”
7. The Lessee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
8. Lessee shall keep and provide to the Lessor the following records:
 - A. Soil Samples – The Lessee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Lessor. Soil test results shall be due to the Lessor by July 1. The Lessee shall apply the minimum amount of fertilizer required to maintain the soil fertility based on the following:
 - i. For corn, elemental P (phosphorus) shall be maintained at 80 pounds per acre and elemental K (potassium) shall be maintained at 50 pounds per acre.

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

- ii. For soybeans, elemental P (phosphorus) shall be maintained at 50 pounds per acre and elemental K (potassium) shall be maintained at 75 pounds per acre.
 - B. Global Positioning System data of crops and yields harvested.
 - C. Fertilizers and rates applied.
 - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
9. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Lessee's expense for product and application. No carry over credit will be allowed from previous year's application.
10. If Lessee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Lessee farms the Subject Property for a period less than four (4) years, the Lessor will reimburse the Lessee for the cost of the limestone less the total annual depreciation. Lime shall be applied when soil pH is less than 6.2.
11. The Lessee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Lessor. Lessee shall provide grain sheets to Lessor.
- A. _____
 - B. _____
 - C. _____
12. It is agreed that the tillable land on this farm should be devoted to row crops. The Lessor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Lessee at the inception of this Lease with a seed mix approved by Lessor. Lessor shall provide map to Lessee showing buffer areas to be planted.
13. Pesticide Use
- A. Lessee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Lessee shall supply Lessor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Lessee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Lessor with a copy thereof.
 - B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
 - C. Lessee shall provide Lessor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
 - D. Licensee shall provide Licenser with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application. Use of atrazine (weed control) and neonicotinoid

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

- pesticides (seed treatments including imidacloprid, thiamethoxam, and clothianidin formulas) are prohibited from application within the license area.
- E. Lessee is responsible, at the Lessee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Lessor.
14. Lessee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.
15. The Lessee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm in a careful and prudent manner.
16. Upon termination of this Agreement, Lessor may request the Lessee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing. Financial arrangement shall be mutually agreed upon by Lessor and Lessee should these services be requested.
17. Lessor reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Lessee, as provided in this Lease.
18. The Lessee agrees that this Lease is purely a personal lease to use the Subject Property for farming purposes. The Lessor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Lessee. In the event of any termination, Lessor shall pay the Lessee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Lessee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, and fertilizer and pesticide costs, as provided in this section, Lessee hereby waives its rights to request or seek any other amount from Lessor in the event the License granted herein is terminated.
19. Insurance & Liability
- A. The Lessee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Lessor. Lessee shall purchase insurance with said company naming the Lessor as additional insured on the liability policy. Proof of such coverage must be on file with the Lessor on or before March 30th of the first year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Lessee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Lessee shall obtain and maintain, at the Lessee's expense, appropriate and adequate insurance coverage for the Lessee's personal property in amounts determined by the Lessee to be adequate. Lessee shall provide a copy of all insurance policies to Lessor upon request of Lessor.

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

- C. Lessee shall hold harmless, indemnify, and defend the Lessor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Lessee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Lessee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Lessee pursuant to this Agreement.
20. This Lease is not assignable or transferable to any person, company, or corporation, in whole or in part.
21. It is mutually agreed that the Lessee is an independent contractor, not subject to the control of the Lessor and is not an employee of the Lessor.
22. Lessee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Lessee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Lessor may, at Lessor's option, terminate this Agreement or direct Lessee to remove any such lien from the subject property. Lessee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Lessee, and shall be reimbursed by Lessee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.
23. Lessee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.
24. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.
25. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.
26. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

27. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

Lessor:

Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Lessee:

By: _____
Farm Operator

Date: _____

EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE

Exhibit A

Flexible Rate Calculation Example

For the following values for a 100 acre site with a base rent of \$200 per acre:

Average grain price = Corn \$5 per bushel

Basis = \$0.30 per bushel

Yield = 200 bushels per acre x 100 acres = 20,000 bushels

Crop Insurance = 0

Base Rent = 100 acres x \$200 per acre = \$20,000

$$(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\%) - \text{Base Rent}$$

$$(((\$5 - \$0.30) \times 20,000) + 0) \times 33.33\% - \$20,000 = \$11,330.20$$

The base rate amount is due May 30.

The flexible rate amount is due December 31.

SHAW MEDIA
PO BOX 250
CRYSTAL LAKE IL 60039-0250
(815) 459-4040

ORDER CONFIRMATION (CONTINUED)

Salesperson: BARBARA BEHRENS

Printed at 08/13/18 16:47 by bbehr-sm

Acct #: 10085118

Ad #: 1569890

Status: New

PUBLIC NOTICE

The Kendall County Forest Preserve District (KCFPD) is accepting proposals from qualified Farm Operators for the Leased farming of 106.7-acres of property located at Baker Woods Forest Preserve in Minooka, Illinois. The 106.7-acres are divided into three separate fields (Fields A, B and C). Fields A and B readily accessible from KCFPD improved roadway entrances and access routes. Field C is not readily accessible. **Qualified bidders are required to secure and provide confirmation of the necessary permissions from adjacent private land owner (s) to access Field C with farming equipment for the duration of the contract.**

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(Published in the Kendall County Record on July 5, 2018)
1569890

Grants to aid restoration at Kendall forest preserves

SHAW MEDIA

The Illinois Clean Energy Community Foundation recently awarded a \$21,000 Community Stewardship Challenge Grant to the Forest Foundation of Kendall County to support a large-scale oak woodland and prairie restoration project at Hoover Forest Preserve in Yorkville.

The ICECF also awarded two separate \$5,500 grants – one to support trail head improvements and public opening events at the Fox River Bluffs Forest Preserve, and another to support the development of the Hoover Nature Play Space and Winter Fest special public event at Hoover Forest Preserve.

The Winter Fest event will be held in February 2019 to support the oak woodland and prairie restoration project efforts. During the Winter Fest special event, the public will be invited to participate in hands-on activities and demonstrations to learn about management of the district's natural areas, including brush-pile burning of cleared woodland areas.

The Forest Foundation of Kendall County, a 501(c)(3) charitable organization, was established in 2006 to support the Kendall County Forest Preserve District's mission to preserve and manage natural areas and open spaces, provide environmental education and offer recreational opportunities.

The Illinois Clean Energy Community Foundation was established in December 1999 as an independent foundation with a \$225 million endowment provided by Commonwealth Edison.

The Forest Foundation of Kendall County has begun efforts to raise the additional \$7,000 to match the ICECF grant for Hoover Forest Preserve. The

Forest Foundation will be reaching out to area businesses and individual supporters to help raise the funds by sending out letters, soliciting funds online and providing an opportunity to donate at the district's public events.

Restoration project efforts at Hoover will begin this fall. Natural area restoration contractors will work alongside Kendall County Forest Preserve District staff members and volunteers to clear invasive honeysuckle within the preserve's oak woodland bluffs and upland areas, with a goal of eradicating the species from preserve lands.

Fall restoration efforts will include prescribed burning, planting and seeding of Hoover Forest Preserve's restored oak woodland and prairie areas to enhance native-plant species diversity and pollinator habitat.

As part of this effort, the Forest Foundation and Kendall County Forest Preserve District are working to recruit Eagle Scout and Gold Award candidates and civic groups to support the project. District Executive Director David Guritz said the project "is a great hands-on opportunity for scouts, local businesses, schools and the public to get involved and make a long-term impact on the health and quality of habitats at Hoover Forest Preserve."

Those interested in volunteering and contributing to the foundation's matching-grant efforts should email kcforest@co.kendall.il.us or call 630-553-4131.

All donations are tax-deductible, and can be contributed online using the "Donate" PayPal link at www.kendallforest.com, or by direct mail to: Forest Foundation of Kendall County, Hoover Community Stewardship Challenge Grant Program, P.O. Box 143, Yorkville, IL 60560.

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COUNTYWIDE

Kendall County Record • Oswego Ledger • Plano Record • Thursday, August 9, 2018



Forest Foundation of
KENDALL COUNTY

FOREST FOUNDATION OF KENDALL COUNTY CALL FOR DONORS AND CIVIC SUPPORT

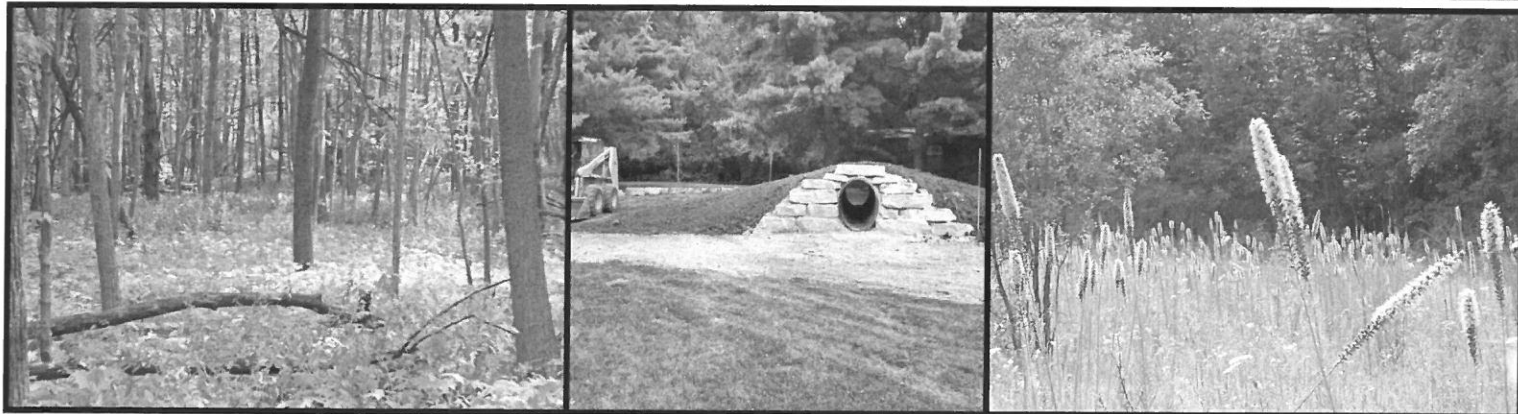
HOOVER FOREST PRESERVE COMMUNITY STEWARDSHIP RESTORATION CHALLENGE

OAK WOODLAND RECOVERY * PRAIRIE AND POLLINATOR CONSERVATION

CHILDREN'S NATURE PLAY SPACE DEVELOPMENT

*This project is made possible by a 3:1 matching grant from the
Illinois Clean Energy Community Foundation.*

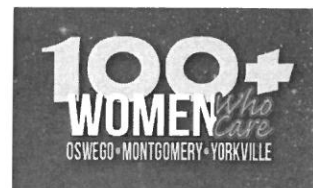
*For every dollar contributed, the Illinois Clean Energy Community Foundation
will award an additional three dollars up to \$21,000 in project costs.*



The Forest Foundation of Kendall County was established in 2006 as a 501(c)3 non-profit organization dedicated to supporting the Kendall County Forest Preserve District's mission to preserve and manage natural areas and open spaces, provide environmental education and offer recreational opportunities.



Illinois Clean Energy
community foundation



Friends of the Forest Foundation of Kendall County:

The Forest Foundation of Kendall County invites you to support the 2018-2019 Community Stewardship Challenge Program at Hoover Forest Preserve.

The Forest Foundation of Kendall County was established in 2006 as a 501(c)3 non-profit organization dedicated to supporting the Kendall County Forest Preserve District's mission to preserve and manage natural areas and open spaces, provide environmental education and offer recreational opportunities.

Hoover Forest Preserve is a 350-acre preserve located in Yorkville, Illinois within the Fox River Oak Ecosystem Corridor, hosting over 100,000 visitors each year, and serving as Kendall County's premier site for environmental education programs and events, camping, family outings, and retreats.

The Foundation's goal is to raise \$7,000 from individuals, businesses, and civic groups to complete a large-scale oak woodland and prairie habitat recovery project, **providing a 1:3 match towards a \$21,000 Illinois Clean Energy Community Foundation - Community Stewardship Challenge Grant.** Additional in-kind opportunities are available to donate goods and services, extend volunteer workday support within core wildlife habitat restoration efforts, and participate in the 2019 Winterfest, a hands-on public special event that will showcase the Foundation's habitat recovery efforts.

All grants and donations will support contracted work crews to assist with invasive-brush clearing activities in preparation for volunteer work days, and the purchase of native-perennials, trees, and shrubs to enhance the core prairies and oak woodland bluffs at Hoover Forest Preserve.

Funds raised in excess of the Illinois Clean Energy Foundation's grant matching requirement will be dedicated towards continuing restoration efforts, and the development of the Hoover Nature Play Space. The Hoover Nature Play Space is an interactive play area designed to connect children to nature. The play space area includes a mud kitchen, butterfly garden overlook play house, and Hobbit tunnel feature currently under construction with support from an Illinois Clean Energy Community Foundation - Amenities and Events grant and a generous contribution from 100+ Women Who Care of Yorkville-Oswego-Montgomery.

The Forest Foundation of Kendall County will provide all supplies needed for volunteer work days, including extended use of Hoover facilities to accommodate participating Scout groups, school field trips, and other civic work group partners engaged within restoration project initiatives.

Enclosed please find sponsorship enrollment information and other opportunities to participate in this important project.

Your involvement will help preserve the flora, fauna, and scenic beauties of Kendall County for the enjoyment of county residents and future generations, as well as provide educational opportunities for visitors from across the region to connect with nature and outdoor recreational pursuits.

On behalf of the Foundation's Board of Directors, we appreciate your consideration and look forward to your participation.

Tim Kellogg, President
Scott Parkhurst, Vice President
Rich Dombrowski, Treasurer
Jennine Kristianson, Director
Mary Church, Secretary
Scott Johnson, Director
Kathryn Graves, Secretary
Deanna Bazan, Director
Joan Dombrowski, Director

Steven Graves, Director
Janice McCann
Phil Smithmeyer, Director
Terry Tamblyn, Director
Jeff Wehrli, Director
Dick Whitfield, Director
Rebekah Axtell, Associate Director
Josh Schultz, Associate Director

Forest Foundation of Kendall County

Community Stewardship Challenge Grant Donor Recognition Program

\$5,000 White Oak Legacy Leader

Complimentary Use of Meadowhawk Lodge for a Daytime or Evening Event
Logo Recognition within the Oak Ecosystem Trailhead Interpretive Sign
Logo Recognition within Nature Play Space Interpretive Sign
Logo Recognition within the Kendall County Forest Preserve District's 2019 Calendar of Events
Logo Recognition within the Kendall County Forest Preserve District's 2019 Preserve Amenities and Map
Logo Recognition and Link on <http://kendallforest.com>
Logo Recognition and Link in the District's Winter and Spring Quarterly E-Newsletters

\$2,500 Pollinator Preservation Partner

50% Discounted Use of Meadowhawk Lodge for a Daytime or Evening Event
Logo Recognition within the Nature Play Space Interpretive Sign
Logo Recognition within the 2019 Calendar of Events
Logo Recognition within the 2019 Preserve Amenities and Map
Logo Recognition and Link on <http://kendallforest.com>
Logo Recognition and Link in the District's Winter and Spring Quarterly E-Newsletters

\$1,000 Nature Play Space Patron

Logo Recognition within the Nature Play Space Interpretive Sign
Logo Recognition within the 2019 Calendar of Events
Logo Recognition within the 2019 Preserve Amenities and Map
Name Recognition with Hyperlink on <http://kendallforest.com>
Name Recognition with Hyperlink in the District's Winter and Spring Quarterly E-Newsletters

\$500 2019 Winterfest Premier Sponsor

Logo Recognition within the Winterfest Event Promotional Poster
Logo Recognition and Link on <http://kendallforest.com>
Name Recognition and Hyperlink in the District's Winter and Spring Quarterly E-Newsletters

\$250 2019 Winterfest Supporting Sponsor

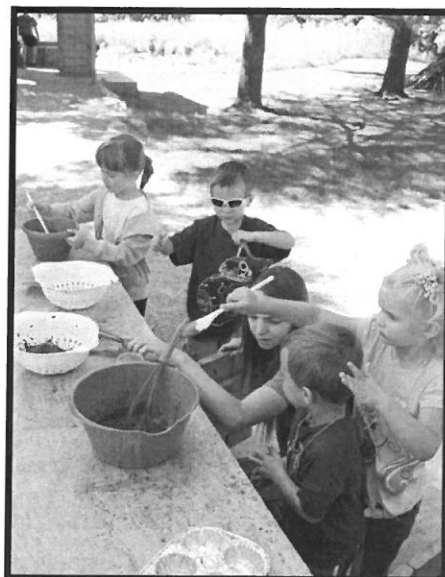
Name Recognition within the Winterfest Event Promotional Poster
Name Recognition with Hyperlink in the District's Winter or Spring E-Newsletter

\$100 2019 Winterfest Supporting Sponsor

Name Recognition on the Winterfest Promotional Poster
Name Recognition on <http://www.kendallforest.com>

Sponsorship Program Policies

- 1. Payment and artwork is due by December 1, 2018 for the 2019 Calendar of Events and Preserve Amenities and Map.**
- 2. The Foundation reserves the right to reject sponsorship requests.**
- 3. The Foundation reserves the right to apply sponsorship benefits to another Event(s) should Winterfest be cancelled due to inclement weather, or any other circumstance.**
- 4. Any funds raised over the Foundation's ICECF \$7,000 grant-match requirement will be held in a restricted fund and applied towards future support of natural areas management and the Nature Play Space project at Hoover Forest Preserve.**
- 5. The Foundation retains all rights for pre-approval of use of the Foundation's corporate name and logo.**



For every dollar contributed, the Illinois Clean Energy Community Foundation will award three dollars of grant funds up to \$21,000 towards woodland and prairie recovery efforts.

Forest Foundation of Kendall County Community Stewardship Restoration Challenge Sponsorship Registration Form



Forest Foundation of
KENDALL COUNTY

Sponsorship Levels:

- ____ \$5,000 White Oak Legacy Leader
- ____ \$2,500 Pollinator Preservation Partner
- ____ \$1,000 Nature Play Space Patron
- ____ \$500 Winterfest 2019 Premier Sponsor
- ____ \$250 Winterfest 2019 Sponsor
- ____ \$100 Winterfest 2019 Sponsor



Return form with payment to:

Forest Foundation of Kendall County
P.O. Box 143
Yorkville, IL 60560

Deadline: December 1, 2018

Contact:

Name: _____

Company: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

Email: _____

Payment:

____ By check payable to:
Forest Foundation of Kendall County

____ Credit Card

Name: _____

Name on card if other than Permit Holder: _____

Card Number: _____

Visa Master Card Debit Card

Exp Date: _____

V-code: _____

Billing Zip Code: _____

For more information, or to process a credit card sponsorship payment by phone or PayPal, contact the Kendall County Forest Preserve District's main office at 630-553-4025, or by email at kcforest@co.kendall.il.us.