To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: August 2017 Director's Report

Date: September 13, 2017

### Meetings, Events, and Programs

| July 11<br>July 19<br>July 27<br>July 28        | Zoning and Planning Advisory Committee Meeting Natural Beginnings Scholarship Program – Application Review Meeting Ellis Farm Pond Restoration Project – Site Planning Meeting ComEd Green Region – Maramech Restoration Project Site Visit |
|---|---|
| August 3<br>August 14<br>August 21<br>August 24 | Anti-harassment Training GIS Data Management Consultation Meeting @ DuPage County FPD "Down on the Farm" Kendall County Special Meeting Meeting with The Conservation Foundation  |
| Sept. 2<br>Sept. 6<br>Sept. 11                  | Ellis Weddings and Rentals – Budget Review Meeting Ellis Equestrian Center – Budget Review Meeting Pickerill-Pigott Forest Preserve – Meeting with Ken Pickerill  |

### **Priority Project Updates**

Illinois Department of Natural Resources – Open Space Land Acquisition and Development (OSLAD) - Land and Water Conservation Fund (LWCF) Grant Agreement

The District has received the grant agreement package (award letter attached) for the proposed acquisition of the Little Rock Creek Forest Preserve. An cost estimate for the initial public access improvements required is attached, and is under review by Upland Designs.

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

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

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

Polach Appraisal Group has received approval by the IDNR to complete the appraisal study, with half of the \$4,500.00 total appraisal costs reimbursed by the grant, with the remaining half reimbursed by The Conservation Foundation (letter attached).

Under the grant agreement, the District is required to provide public access to the preserve within three years of acquisition. A cost estimate is provided with this report, and is under review by Upland Designs, Inc.

Per discussions with HLR Engineering, acquisition of the Little Rock Creek Forest Preserve will mitigate listed species impacts for work that may be performed in the Fox River associated with the Millbrook Bridge project, which is currently moving through the permitting process.

Hoover Rail Crossing Agreement and Federal Transportation Grant Updates
The Kendall County State's Attorney's Office is working through the details for negotiating a crossing agreement with OmniTRAX-Illinois Railway for the Hoover Forest Preserve public crossing.

The Illinois Commerce Commission docket has been updated by OmniTRAX indicating their commitment to move forward with the crossing improvements as outlined in the court order (letter attached), with a requested time extension to satisfy the order.

The State's Attorney's Office is requesting Committee direction for responding to the OmniTRAX request for back-payment of annual crossing agreement fees, and reimbursement for completed improvements that will be discussed during the Committee of the Whole meeting.

### Henneberry Forest Preserve Restoration Project Updates

A change order has been received from SemperFi Land, Inc. in the amount of \$23,877 based on requested improvements received from the Whitetail Ridge Homeowner's Association (WR-HOA). The change order includes, but is not limited to the restoration of a 3-acre WR-HOA open space parcel, restoration of the pre-existing trail through the 3-acre parcel, and construction of a 1,200 foot turf trail extending along the east boundary of the restoration project site.

The change order is tied to a draft Memorandum of Understanding with the WR-HOA that would grant the District and the District's contractor(s) access to complete the pending restoration and tree mitigation project at Henneberry Forest Preserve.

Within this MOU, WR-HOA has requested a 1,000 foot setback from the subdivision boundary lines for the District's future construction of structure(s) and public parking area(s), with a guarantee that the District will not exercise its power of eminent domain for acquiring property within the subdivision. Debbie Mika, President of the WR-HOA has indicated that there may be flexibility on the setback distance (500' v/s 1,000') so long as the District includes a provision that a future public entrance will not rely on the use of public roads through the subdivision.

General Use Ordinance Violations and Enforcement Discussions
The District is reviewing the process for enforcing violations of the General Use

Ordinance based on reports and observations of public safety concerns due (dog(s) at large).

### <u>Blackberry Creek Forest Preserve – Kendall County Route 30 – Orchard Road</u> <u>Intersection Construction Project Update and Asphalt Repairs</u>

Repairs have been completed to the asphalt trail and bridge approaches at Blackberry Creek Forest Preserve. Reports from the field indicate our contractor did a great job.

Kendall County Highway Department has contacted the District to request a temporary construction easement, rather than outright purchase of District property as part of Route 30 widening and intersection safety improvements project.

### Hoover Fuel Tank Refurbishment

The refurbished tank is complete. An additional \$718 was incurred for electrical disconnect and reconnect to bring the tank online. The other fuel storage tank has been removed from Hoover Forest Preserve.

### Fall 2017 Controlled Burn Schedule and Priorities

The District is in process of developing a burn schedule for the first two weeks of November. Staff and volunteer availability, priority projects, ability to contract with outside consultants, and weather conditions will ultimately impact prescribed burn outcomes for the fall.

KC Highway Incidental Take Permit - Subat Forest Preserve Fen Restoration Project The District has received and deposited a check totaling \$5,580 from the Kendall County Highway Department to mitigate impacts to State-listed species for work to be completed as part of the Eldamain Road widening project. Funds will be used to begin restoration of the Eldamain-Schaeffer Road Fen at Subat Forest Preserve.

### Pickerill-Pigott Forest Preserve

The District received notification of early termination of the life estate at Pickerill-Pigott Forest Preserve. District staff members Kim Olson, Superintendent, and David Guritz, Director met with Ken Pickerill to develop a transition plan for securing the house and preparing for colder weather. The ComEd electrical account has been transferred to the District for payment effective September 1, 2017.

### Vehicle and Equipment Updates

The District has authorized repair work needed with Gjovik Ford for the 2009 Ford F250 (Hoover Pickup Truck) for a total cost of \$2,815.00.

A replacement mower will be needed in the not-too-distant future for Harris Forest Preserve for maintaining the horse arena.

The timeframe for delivery of the District's 1-ton dump truck replacement is the first two weeks of October.

### FY 17-18 Budget Development

The FY 17-18 preliminary budget will be presented at the September 28, 2017 Finance Committee. End-of-year projections indicate that the District is on track for meeting overall budget goals within the current fiscal year.

Respectfully submitted.

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

Bruce Rauner, Governor

Wayne A. Rosenthal, Director

September 6, 2017

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

Re: Project 17-00992

Little Rock Creek Acquisition - Maramech Addition

GRANT AWARD: \$746,000.00

Dear Mr. Guritz:

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

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

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

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

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

Please note the following:

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

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

Sincerely,

Kathy Barker

Senior Grant Administrator Division of Grant Administration

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

Enclosures: EEO Poster

# KENDALL COUNTY FOREST PRESERVE DISTRICT – Little Rock Creek Acquisition Project – Maramech Forest Preserve Addition

### **Ecological Significance and Context**

The proposed Little Rock Creek acquisition project is located near the Little Rock Creek confluence with the Fox River – Kendall County's greatest natural resource – that has shaped both the ecological and cultural history of Kendall County.

- This section of Little Rock Creek proposed for acquisition is an IDNR "Class B" stream (scored within the top 5% for stream quality in Illinois)" and within the priority Lower Fox River system for conservation in Kendall County. Index of biotic integrity is 42/50 with 26 fish species known to occur from ongoing IDNR monitoring efforts, including:
  - o Mottled Sculpin
  - o Largescale Stoneroller
  - o Shorthead Redhorse
  - o Golden Redhorse
  - o Quillback
  - o Smallmouth Bass
- Protection of the Little Rock Creek corridor is essential to maintain the hydrology which supports these and other cold-water fish species.
- LRC is contiguous with the 92-acre Maramech Forest Preserve, an Illinois Dedicated Nature Preserve and northern flatwoods habitat containing one of the highest floristic diversity indices score and habitat quality of the Kendall County forest preserve system, including several documented State threatened and endangered species.

This area is unique in that it meets numerous County-wide acquisition priorities, preserves an important section of Little Rock Creek, adjoins to a regionally significant nature preserve area, and expands conservation lands around the Silver Spring State Park macro-site.

The Nature Preserves Commission's Regional Biologist, Kim Roman, and IDNR Heritage Biology Specialists attest to the site's importance:

"The Stevenson tract shares some of the same mesic and dry-mesic upland forest communities as Maramech Woods, and it would also serve to buffer the Nature Preserve, furthering its long-term protection and sustainability. Additionally, the Stevenson tract includes a stretch of Little Rock Creek, one of the highest quality streams in northeastern Illinois. ......The Illinois Nature Preserves Commission and Illinois Department of Natural Resources recommend its acquisition and protection."

IDNR Stream Specialist, Steve Pescitelli, qualifies the area as "in the top 5% of streams rated in Illinois and among the best in Northeastern Illinois......Protection of the Little Rock Creek corridor is essential to maintain the hydrology."

The two main natural communities (terrestrial) in the uplands and floodplain areas are:

Dry-mesic upland forest – characterized as well drained, dominated by white oak and shagbark hickory, with some black oak and ironwood/hop hornbeam.

Mesic upland forest. – characterized with a higher moisture content due to hydrology, and north and east facing exposures in ravines and stream

terraces. Canopy cover consists of white oak, red oak, and shagbark hickory along with sugar maple and basswood, and hackberry.

There are also elements of a seep/fen in need of management and restoration.

Proposed site use is primarily for resource-based conservation and passive recreation, with habitat protection and enhancement. Beyond immediate opportunities for passive recreation including bird watching, fishing, hiking, and conservation education - the area will act as buffer for the INAI site.

This acquisition is part of a mosaic of current and planned public and private open space conservation goals along Little Rock Creek (including INAI sites). Preservation increases the inventory, buffer areas, and opportunities for increasing contiguous habitat areas.

## We save land.



### We save rivers.

Chairman Christopher Burke, PhD

Vice Chairman Nancy Hopp

Treasurer Thomas Schneider

Secretary Tom Bennington

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September 12, 2017

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

Re: Stevenson Property acquisition

Dear Mr. Guritz:

Thank you for letting us know the cost of the appraisal for the property referenced above. We understand that the expense will be \$4,500, and the LWCF grant will reimburse the District for half, or \$2,250. The Conservation Foundation will reimburse the District for the other half, or \$2,250.

Please let me know if you have any questions or if you need more information.

Sincerely,

Dan Lobbes

Director of Land Protection, The Conservation Foundation

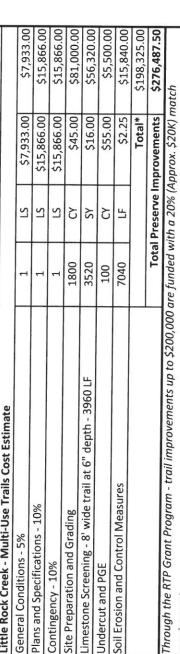
Acknowledged by:

David Guritz

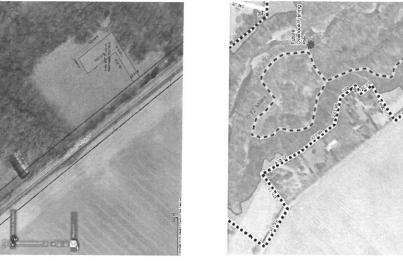
Director, Kendall County Forest Preserve District

Little Rock Creek - Cost Estimate for Initial Public Access Required Improvements DRAFT for Review 13-Sep-17

| Little Rock Creek - Public Entrance and Parking Cost Estimate | Quantity | Unit | Cost        | Extension   |
|---|----------|------|-------------|-------------|
| General Conditions - 5%                                       | 1        | LS   | \$3.126.50  | \$3.126.50  |
| Plans and Specifications - 10%                                | 1        | LS   | \$6,253.00  | \$6.253.00  |
| Contingency - 10%   | 1        | SI   | \$6,253.00  | \$6.253.00  |
| Site Preparation and Grading                                  | 270      | Շ    | \$45.00     | \$12.150.00 |
| Vehicular Crused Stone Paving at Access Drive - 8" depth      | 250      | SY   | \$20.00     | \$5,000.00  |
| Vehicular Crushed Stone Parking Lot - 8" depth                | 750      | SY   | \$20.00     | \$15,000.00 |
| Concrete Paving at Trailhead - 5" depth                       | 2000     | SF   | \$8.50      | \$17,000.00 |
| Concrete Paving at ADA space - 6" depth                       | 640      | SF   | \$9.50      | \$6,080.00  |
| ADA Parking Sign  | 2        | EA   | \$200.00    | \$400.00    |
| Benches   | 2        | EA   | \$1,000,00  | \$2,000.00  |
| Soil Erosion and Control Measures                             | 1        | LS   | \$2,500.00  | \$2.500.00  |
| Turf Grass with Blanket                                       | 400      | λS   | \$6.00      | \$2,400.00  |
|   |          |      | Total       | \$78,162.50 |
| Little Rock Creek - Multi-Use Trails Cost Estimate            |          |      |             |             |
| General Conditions - 5%                                       | 1        | LS   | \$7,933.00  | \$7.933.00  |
| Plans and Specifications - 10%                                | T        | S    | \$15,866,00 | \$15 866 00 |



requirement.



### Kim Olson, Superintendent

### July/August-2017

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

Jay Teckenbrock and PT staffers- Maintain Hoover

### **INCIDENT REPORTS:**

- Hoover continues to experience excessive vehicular speeding.
- The evidence of increased alcohol usage is still present. Sheriff's Dept. has been informed.
- Dogs off leash incidents are at their peak this time of year.

### July/August - PATRICK HIGGINS AND RON SMRZ

- Ron and Patrick have been primarily doing Seasonal grounds work- I.E. mowing, spraying, keeping trails clear of vegetation growth and downed trees, as well as garbage/debris pickup.
   Summer is always the busiest time of year, and the sheer numbers of visitors has increased yet again this Season. This is indicated by the larger volume of garbage, increased use of latrine supplies and dog waste bags and repairs to the gravel trails and parking lots from the vehicles, bicycle and foot traffic.
- Ron and Patrick made repairs to yet another aging Boardwalk structure at Young Forest
   Preserve. We have been attending to these repairs as time allows, sometimes the project must wait for schedules to allow, but we eventually are getting it done.
- Patrick and Ron have been filling and grading the parking lots with gravel as needed, in between all the above mentioned duties.
- Maintenance of equipment is a constant in this busiest of Seasons also.
- We are maintaining the basics to keep the Preserves clean and safe.

### July/August - KIM OLSON

- With the help of our amazing and highly trained Natural Areas Technician, Patrick McCrea, together we applied herbicide addressing Reed Canary, Phragmites and Thistle at Jay Woods and at Hoover. We are discussing plans for burning and further restoration efforts.
- I assisted Dave with the planning of the Henneberry restoration project.
- I have been assisting in the openings and closings, still due to short staffing and constraints.
- I alternate my time in the office and in the field as needed on a daily basis. I go wherever I am needed, whenever it is needed and do whatever is needed to keep the Preserves running.
- Never ending re-structuring and juggling the scheduling of all the various duties needed to keep things running.
- I make arrangements for repairs, appointments and ordering parts wherever needed. This is a never ending cycle. I do all water testing also.
- I assist to arrange for all parts, and scheduling repairs for all infrastructures.

### July/August - HOOVER: Jay Teckenbrock

- Hoover had the large 9 day retreat with hundreds of guests as it has the last few years. Lots of prep work goes into getting ready for these guests as well as attending to them during their stay as well. All staff is congratulated for their efforts and hard work!
- I am pleased to announce that ALL the old tattered window shades have now been replaced with energy efficient curtains and rods. This is a great improvement and noticed by all renters as a welcome improvement!
- We continue to work on the reinforcement of all the buildings trim and replacement of all screens in need in all the buildings, as well as the MHL tin soffit.
- Doug Neill has done an expert job of staining and the repairs of the Buildings at Hoover, being that is he is a professional painter in his "REAL" job. Doug has saved the Forest Preserve a great deal of money and his efforts and expertise have been VERY much appreciated.
- We have been deep cleaning bunkhouses before and after the large retreat, clearing trail
  vegetation, mowing and trimming, splitting firewood, repairing/grading of the roads along
  with the many miscellaneous repairs to the many amenities/structures at Hoover.
- Old equipment has been replaced, and the well/service lines have been shocked.

### **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.

### **KENDALL COUNTY FOREST PRESERVE**

### **MONTHLY REPORT – AUGUST 2017**

### **RESERVATIONS / Responsibilities**

### **Harris Forest Preserve**

1 Internal -

25 guests

School Field Trip

12 External -

665 guests

Guests:

**Graduation Parties** 

Birthday Party

Yorkville BPAC Picnic

KCHSA Meetings & Horse Show

**Family Reunions** 

### Jay Woods, Richard Young and Subat Forest Preserves

0 External -

0 guests

Guests:

### Hoover Forest Preserve (includes Meadowhawk Lodge & KC Outdoor Education Center)

1 Internal events:

16 guests

**Summer Camps** 

9 External events: 312 guests

Guests:

Scout Troops: T3

**HSS-USA Retreat** 

**Birthday Parties** 

Family Retreat / Camping

Yorkville Cross Country Meet

Meadowhawk Lodge: 0 Internal events: 0 Guests

1 External event: 100 Guests

**HSS-USA Retreat** 

KC Outdoor Education Center: Plano, Sandwich, Yorkville & outside groups.

Total Guests: 0 guests

### **Historic Courthouse**

Internal:

0 events - 0 guests

Guests:

External:

8 events – 175 guests

Guests:

Weight Control Meetings

Forest Foundation Meeting

KC Animal Control - Orientation Meeting ROE Training / Workshops / Truancy Hearings

**KC Transit Meeting** 

### KENDALL COUNTY FOREST PRESERVE MONTHLY REPORT – AUGUST 2017

### **RESERVATIONS / Responsibilities**

### Responsibilities:

→ <u>Director Assistance</u>: I assist David Guritz on the Forest Preserve's meeting agendas, meeting packets and the posting of these items on the website and building bulletin boards. I also assist in any Human Resource activities such as Background Reports, gathering New Hire paperwork & sending to Payroll.

I review all time sheets, correcting any addition errors on hours worked & obtaining the Director's signature on the Payroll vouchers for the pay periods in August. Updated the part time hour's monthly report and sent to Ronda Thomas/Bob Jones.

I worked on the Accounts Payables for the voucher periods in August. All vouchers were entered into the system and printed out claims listing.

- $\rightarrow$  <u>Education Program Registration</u>: Received phone calls and e-mails regarding education programs. Entered all Fall 2017 programs into ReCPro.
- → <u>Summer Camp</u>: I sent out camp letters to the parents for all camps in July/August. I kept the counselors updated with current registrations and print out the camp roster and attendance sheets for all camps.
- $\rightarrow$  <u>Field Trips</u>: Updated ReCPro with the new school field trip fees and have been receiving several inquiries from school to set up their field trip.
- → <u>Accounts Receivable</u>: Entered all checks and cash received onto individual department spreadsheet. Keeping track of education program deposits for all programs, field trips, shelters and bunkhouse rentals. Credit Card transactions & checks were completed and deposited. All Ellis receipts for deposits are entered onto spreadsheet and deposit form and given to David Guritz for his signature.
- → <u>Meadowhawk Lodge Tours</u>: Tours & phone call inquiries were conducted for Meadowhawk with several clients during July & August which produced four reservations for different types of events.
- → <u>Budget Preparation</u>: Worked on budget spreadsheets for Part-Time Hours, School Programs, Rentals, etc. for David Guritz. I worked with Emily Dombrowski in preparing budget information from ReCPro for summer camps that shows the revenue & expenses for all camps.

Becky Antrim
Administrative Assistant / Reservation Coordinator

# Facility Revenue - Summary Report Receipt Dates: 8/1/2017 - 8/31/2017

# Facility Category Forest Preserve

| Facility               | Room              | Use Type              | Revenue  | Refund     | Total      |
|------------------------|-------------------|-----------------------|----------|------------|------------|
| Hoover Forest Preserve | Blazing Star      | Family Outing         | \$480.00 |            | \$480.00   |
| Hoover Forest Preserve | Blazing Star      | Scout Outing          | \$295.00 |            | \$295.00   |
| Hoover Forest Preserve | Kingfisher        | Family Reunion        | \$295.00 |            | \$295.00   |
| Hoover Forest Preserve | Kingfisher        | Other                 | \$595.00 |            | \$595.00   |
| Hoover Forest Preserve | Moonseed          | Other                 | \$420.00 |            | \$420.00   |
| Hoover Forest Preserve | Moonseed          | Scout Outing          |          | (\$420.00) | (\$420.00) |
| Hoover Forest Preserve | Family Campsite 1 | Family Outing         | \$100.00 |            | \$100.00   |
| Hoover Forest Preserve | Group Campsite C  | Family Outing         | \$75.00  |            | \$75.00    |
| Hoover Forest Preserve | Group Campsite C  | Scout Outing          | \$105.00 |            | \$105.00   |
| Hoover Forest Preserve | Meadowhawk Lodge  | Anniversary Party     | \$292.50 |            | \$292.50   |
| Harris Forest Preserve | Shelter 1         | Birthday Party        | \$50.00  |            | \$50.00    |
| Harris Forest Preserve | Shelter 1         | Family Reunion        | \$50.00  |            | \$50.00    |
| Harris Forest Preserve | Shelter 1         | Graduation Open House | \$50.00  |            | \$50.00    |
| Harris Forest Preserve | Shelter 4         | Other                 | \$50.00  |            | \$50.00    |

| Totals For Forest Preserve | \$2,857.50 | (\$420.00) | \$2,437.50 |
|----------------------------|------------|------------|------------|
| Grand Totals               | \$2,857.50 | (\$420.00) | \$2,437.50 |



\$55.00

66%

32

### **Environmental Education**

### **Public Programs**

| Course# | Course Title                         | Revenue | Actual<br>Enroll | Max Enroll | % Full | Revenue Not<br>Realized |
|---------|--------------------------------------|---------|------------------|------------|--------|-------------------------|
| 41      | Toddling Naturalist-Insect Explorers | \$65.00 | 14               | 16         | 88%    | \$10.00                 |
| 42      | Babes in the Woods- Buzz about Bees  | \$10.00 | 7                | 16         | 44%    | \$45.00                 |
|         | Totals For Public Programs           | \$75.00 | 21               | 32         | 66%    | \$55.00                 |
|         | Totals For Environmental Education   | \$75.00 | 21               | 32         | 66%    | \$55.00                 |

\$75.00

**Grand Totals** 

### **Environmental Education**

### **Boy Scout Badge Programs**

| Course# | Course Title                        | Revenue | Actual<br>Enroll | Max Enroll | % Full | Revenue Not<br>Realized |
|---------|-------------------------------------|---------|------------------|------------|--------|-------------------------|
| 44      | Nature Center Tour - Courthouse     | \$40.00 | 0                | 16         | 0%     | \$96.00                 |
|         | Totals For Boy Scout Badge Programs | \$40.00 | 0                | 16         | 0%     | \$96.00                 |

### **Public Programs**

| Course# | Course Title               | Revenue     | Actual<br>Enroll | Max Enroll | % Full | Revenue Not<br>Realized |
|---------|----------------------------|-------------|------------------|------------|--------|-------------------------|
| 13      | Natural Beginnings         | \$24,390.00 | 1                | 50         | 2%     | \$45,937.50             |
|         | Totals For Public Programs | \$24,390.00 | 1                | 50         | 2%     | \$45,937.50             |

### **School Programs**

| Course# | Course Title                                   | Revenue     | Actual<br>Enroll | Max Enroll | % Full | Revenue Not<br>Realized |
|---------|--|-------------|------------------|------------|--------|-------------------------|
| 11      | Ecology & Ecosystems of Illinoisen             | \$63.00     | 0                | 150        | 0%     | \$900.00                |
| 2       | Reptiles vs Amphibians                         | \$108.00    | 0                | 150        | 0%     | \$450.00                |
| 43      | Specialty Program - Native American Experience | \$798.00    | 0                | 60         | 0%     | \$0.00                  |
| 6       | Bugfest @ Harris Forest Preserve               | \$164.00    | 0                | 150        | 0%     | \$1,050.00              |
| 7       | Zoochory @ School                              | \$726.00    | 0                | 150        | 0%     | \$900.00                |
| 8       | Zoochory @ Harris Forest Preserve              | \$91.00     | 0                | 150        | 0%     | \$1,050.00              |
|         | Totals For School Programs                     | \$1,950.00  | 0                | 810        | 0%     | \$4,350.00              |
|         | Totals For Environmental Education             | \$26,380.00 | 1                | 876        | 0%     | \$50,383.50             |
|         | Grand Totals                                   | \$26,380.00 | 1                | 876        | 0%     | \$50,383.50             |

# Course Revenue - Summary Report Fall 2017

09/06/2017 09:16 AM

### **Environmental Education**

### **Public Programs**

| Course# | Course Title                             | Revenue | Actual<br>Enroll | Max Enroll | % Full | Revenue Not<br>Realized |
|---------|--|---------|------------------|------------|--------|-------------------------|
| 2       | Babes in the Woods: Nature's Hitchhikers | \$10.00 | 3                | 16         | 19%    | \$65.00                 |
| 6       | Babes in the Woods: Fabulous Fall        | \$10.00 | 2                | 16         | 13%    | \$70.00                 |
| 9       | Babes in the Woods: Forest Forts         | \$10.00 | 2                | 16         | 13%    | \$70.00                 |
|         | Totals For Public Programs               | \$30.00 | 7                | 48         | 15%    | \$205.00                |
|         | Totals For Environmental Education       | \$30.00 | 7                | 48         | 15%    | \$205.00                |
|         | Grand Totals                             | \$30.00 | 7                | 48         | 15%    | \$205.00                |

# Course Revenue - Summary Report Summer 2017

09/06/2017 09:13 AM

Ellis House

### **Summer Camp**

| Course# | Course Title                       | Revenue  | Actual<br>Enroll | Max Enroll | % Full | Revenue Not<br>Realized |
|---------|------------------------------------|----------|------------------|------------|--------|-------------------------|
| 24      | Pony 1-Day Camp for Parents & Tots | \$45.00  | 5                | 8          | 63%    | \$120.00                |
| 34      | Pony 3-Day Camp                    | \$258.33 | 4                | 15         | 27%    | \$2,090.00              |
|         | Totals For Summer Camp             | \$303.33 | 9                | 23         | 39%    | \$2,210.00              |
|         | Totals For Ellis House             | \$303.33 | 9                | 23         | 39%    | \$2,210.00              |
|         | Grand Totals                       | \$303.33 | 9                | 23         | 39%    | \$2,210.00              |

# Merchandise Revenue - Summary Receipt Dates: 8/1/2017 - 8/31/2017

| Birthday Pony Party         |                     |             |              |                  |              |          |
|-----------------------------|---------------------|-------------|--------------|------------------|--------------|----------|
| ltem                        | Qty Sold            | Amount Sold | Qty Refunded | Amount<br>Refund | Net Quantity | Total    |
| Birthday Party - Non-County | 5                   | \$500.00    | 0            |                  | 2            | \$500.00 |
|                             | Birthday Pony Party | \$500.00    |              |                  |              | \$500.00 |
| Credit Card Revenue         |                     |             |              |                  |              |          |

| Item   | Qty Sold            | Amount Sold | Qty Refunded | Amount | Net Quantity | Total    |
|--|---------------------|-------------|--------------|--------|--------------|----------|
| Environmental Education Credit Card Revenue  | 12                  | \$21.56     | 0            |        | 12           | \$21.56  |
| Hoover & Shelter Rentals Credit Card Revenue | 12                  | \$44.18     | 0            |        | 12           | \$44.18  |
| Natural Beginnings Credit Card Revenue       | 11                  | \$116.27    | 0            |        | 1            | \$116.27 |
|  | Credit Card Revenue | 6482 04     |              |        |              |          |
|  |                     | 4105.0      |              |        |              | \$182.01 |
| Ellis - Credit Card Revenue                  |                     |             |              |        |              |          |

| Item                | Qty Sold                    | Amount Sold | Qty Refunded | Amount | Net Quantity | Total   |
|---------------------|-----------------------------|-------------|--------------|--------|--------------|---------|
| Credit Card Revenue | ω                           | \$31.30     | 0            |        | 00           | \$31.30 |
|                     |                             |             |              |        | )            | 00:-00  |
|                     | Ellis - Credit Card Revenue | \$31.30     |              |        |              | \$31.30 |

| Tilewood - Add-on  |                   |             |              |                  |              |         |
|--------------------|-------------------|-------------|--------------|------------------|--------------|---------|
| ltem               | Qty Sold          | Amount Sold | Qty Refunded | Amount<br>Refund | Net Quantity | Total   |
| Firewood - Rentals |                   | \$25.00     | 0            |                  | -            | \$25.00 |
|                    | Firewood - Add-on | \$25.00     |              |                  |              | \$25.00 |

| Qty Refunded         Amount Refund         Net Quantity         T           0         1         1           0         1         1           0         2         2           0         4         4           0         7         7           0         4         4           0         7         4           0         7         4           0         4         4 | Riding Lessons                                     |          |             |              |                  |              |            |
|---|--|----------|-------------|--------------|------------------|--------------|------------|
| 7     1     \$40.00     0     1       8     1     \$105.00     0     1       1     \$60.00     0     2       2     \$60.00     0     4       4     \$787.00     0     7       4     \$575.00     0     7       1     \$1600.00     0     4  | ltem   | Qty Sold | Amount Sold | Qty Refunded | Amount<br>Refund | Net Quantity | Total      |
| 7     1     \$105.00     0     1       2     \$60.00     0     2       4     \$787.00     0     4       7     \$1,077.80     0     7       4     \$575.00     0     4       1     \$1,600.00     0     4  | Riding - Lead Line Lessons - Individual - County   | -        | \$40.00     | 0            |                  | _            | \$40.00    |
| 2     \$60.00     0     2       4     \$787.00     0     4       7     \$1,077.80     0     7       4     \$575.00     0     4       4     \$576.00     0     4   | Riding - Lead Line Lessons - Package - Non-County  |          | \$105.00    | 0            |                  |              | \$105.00   |
| 4     \$787.00     0     4       7     \$1,077.80     0     7       4     \$575.00     0     4       4     \$1600.00     0     4  | Riding - Lead LinLessons - Individual - Non-County | 2        | \$60.00     | 0            |                  | 2            | \$60.00    |
| 7 \$1,077.80 0 7<br>4 \$575.00 0 0 4  | Riding Lessons - Package - County                  | 4        | \$787.00    | 0            |                  | 7            | \$787.00   |
| te & Private 4 \$575.00 0 4 4   | Riding Lessons - Package - Non-County              | 7        | \$1,077.80  | 0            |                  | 1 1          | \$1 077 80 |
| 31,600,000  | Riding Lessons - Semi-Private & Private            | 4        | \$575.00    | 0            |                  | 4            | \$575.00   |
|   | Sunrise Center Monthly Fee                         | _        | \$1,600.00  | 0            |                  | -            | \$1 600 00 |

# Merchandise Revenue - Summary

Receipt Dates: 8/1/2017 - 8/31/2017

| Weddings \$4,650.00 \$4,650.  | Riding Lessons  | \$4,244<br>\$4,244<br>Total<br>\$4,650 | Net Quantity  Net Quantity | Amount<br>Refund<br>Amount<br>Refund | Qty Refunded  Qty Refunded  0 | \$4,244.80<br>\$4,244.80<br>Amount Sold<br>\$4,650.00 | Aty Sold Riding Lessons Aty Sold Weddings | Item | Weddings Weddings |
|---|---|--|----------------------------|--------------------------------------|-------------------------------|---|---|------|-------------------|
|   | Item         Qty Sold         Amount Sold         Qty Refunded Refund         Amount Refunded Refunded         Amount Amount Met Quantity         T           Item         Qty Sold         Amount Sold         Amount Sold         Amount Refunded         Amount Refunded         T           Weddings         \$4,650.00         0         0         2         2 | 4                                      |                            |                                      |                               | 40 623 44   | Crack Total                               |      |                   |
|   | Item         Qty Sold         Amount Sold         Qty Refunded         Amount Refund         Amount Sold         Net Quantity           Riding Lessons         \$4,244.80         Amount Sold         Amount Sold         Amount Sold         Amount Refunded         Amount Refund   | \$4,650.00                             | 2                          |                                      | 0                             | \$4,650.00  | 2   |      | dings             |
| 2 \$4,650.00 0 2  | Item     Qty Sold     Amount Sold     Qty Refunded     Amount Refund     Net Quantity     T       Riding Lessons     \$4,244.80     \$4,244.80     T  | Total                                  | Net Quantity               | Amount<br>Refund                     | Qty Refunded                  | Amount Sold   | Qty Sold                                  | ltem |                   |
| Item         Qty Sold         Amount Sold         Qty Refunded         Amount Refund         Net Quantity         Tr           2         \$4,650.00         0         0         2         2 | Qty Sold     Amount Sold     Qty Refunded     Amount Refund     Net Quantity     T       Riding Lessons     \$4,244.80     T  |  |                            |                                      |                               |   |   |      | ldings            |
| Item   Qty Sold   Amount Sold   Qty Refunded   Amount   Net Quantity   Table   S4,650.00   O  | Qty Sold Amount Sold Qty Refunded Refund Net Quantity   | \$4,244                                |                            |                                      |                               | \$4,244.80  | Riding Lessons                            |      |                   |
| Riding Lessons   \$4,244.80   |   | Total                                  | Net Quantity               | Amount<br>Refund                     | Qty Refunded                  | Amount Sold   | Qty Sold                                  | ltem |                   |

# 9-13-17: KCFPD COMMITTEE OF THE WHOLE MEETING DRAFT MOU FOR STATE'S ATTORNEY'S OFFICE REVIEW MEMORANDUM OF UNDERSTANDING

### Between the Kendall County Forest Preserve District and the

### Whitetail Ridge Homeowners Association, Inc.

### **Parties**

The parties to this Memorandum of Understanding, hereinafter referred to as the "MOU," are the Kendall County Forest Preserve District, hereinafter referred to as "KCFPD," a body politic and corporate and municipal corporation organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq., as amended (hereinafter the "Act"), with a corporate office located at 110 W. Madison Street, Yorkville, IL 60560, and the Whitetail Ridge Homeowners Association, Inc., hereinafter referred to as "WR-HOA", a charitable 501(c)4 organization with a corporate business address located at 7671 Clubhouse Dr, Yorkville, IL 60560, and alternate mailing address of PO Box 46, Aurora, IL 60507-0046.

### Background

KCFPD approached the Board of Directors of the WR-HOA to request access to forest preserve property located at Henneberry Forest Preserve by KCFPD employees, contractors, and equipment through a WR-HOA-owned common area parcel (Parcel Identification Number #06-06-450-007) in order to complete and maintain natural areas and improvements completed as part of the "Henneberry Woods Forest Preserve Tree Mitigation and Prairie-Shrubland Restoration Project."

WR-HOA received consent by majority vote of the Association's members to grant access to KCFPD and its Contractors to complete the restoration project, and to continue to access the restored site for the sole purpose of managing and maintaining the restored natural areas and turf trail(s) located within the Henneberry Forest Preserve under the terms and conditions outlined in this Memorandum of Understanding.

### Agreements

- 1. WR-HOA grants KCFPD and its Contractor(s) employees, volunteers, and equipment access through the WR-HOA owned parcel for the **initial construction phase**. Access and land restoration activities will be limited to weekday hours Monday through Friday between the hours of 7:00 am to 4:00 pm from October 15, 2017 through November 30, 2017.
  - a. Vehicles and equipment used in the initial construction phase will include:
    - i. A track skid steer
    - ii. A farm tractor
    - iii. A small dump truck
    - iv. A pickup truck and trailer
  - b. In addition to the equipment above, WR-HOA grants access for 1-2 days that will involve use of a backhoe to disrupt the drain tile system prior to October 15, 2017, and access for up to two KCFPD vehicles assisting with project management over the initial construction project period.

- c. Vehicles used during the initial construction phase may remain on KCFPD preserve lands during the construction phase period in an organized, clean, and safe staging area within the preserve.
- d. The construction workforce will include a 4 to 6 person team working for 15-20 work days during the project period.
- e. KCFPD and its Contractors will keep equipment traffic to a minimum, and will support street cleaning at the end of each work day.
- 2. KCFPD will restore the existing limestone screenings pathway within the access parcel. Pathway restoration activities will include herbicide application, removal of encroaching vegetation, and top-dressing of the existing path with a 2-3" layer of limestone chips and fines. KCFPD agrees to maintain the restored path and natural areas for the first 3-year establishment period.
- 3. KCFPD will construct and maintain a mowed-turf trail spur that will extend from the WR-HOA access parcel to other mowed-turf trails within Henneberry Forest Preserve.
- 4. KCFPD will replace two parkway trees along Clubhouse Drive. WR-HOA will select the species and planting locations. KCFPD (or its Contractors) will water the two planted trees during the 2018 growing season on an as-needed basis.
- 5. Following the initial construction phase, WR-HOA grants KCFPD and Contractor personnel and equipment access to the parcel for the **subsequent 3-year establishment** and maintenance phase. Maintenance activities will include herbicide application(s) for control of invasive or exotic species, watering of planted trees and shrubs (2018 growing season only) on an as-needed basis, and mowing of the turf-trail spur.
- 6. Following the 3-year establishment and maintenance phase, WR-HOA grants KCFPD and Contractor personnel and equipment ongoing access through the access parcel for occasional and routine mowing and habitat improvement project activities including but not limited to application of herbicides to invasive and exotic species, turf-trail mowing, and completion of prescribed burn activities within Henneberry Forest Preserve. KCFPD understands that WR-HOA retains all property rights to the access parcel, and may impose access limitations and restrictions at any time.
- 7. KCFPD shall remove the temporary corral fencing installed for tree and shrub protection and establishment following the initial three-year establishment period.
- 8. The completion of this work does not obligate the WR-HOA to grant to KCFPD any future access. WR-HOA approval is granted for this specific access request only. There are currently no plans for future requests for access to the parcel beyond what is stated in this MOU. Any future plans for accessing preserve lands through the WR-HOA common area parcel requires pre-approval of the WR-HOA.
- 9. KCFPD will incur the full cost for all improvements, restoration project activities, and maintenance activities as described herein.

### Covenants

- 1. WR-HOA retains all property rights over the access parcel (Parcel Identification Number #06-06-450-007).
- 2. KCFPD (and its Contractor(s)) will extend insurance coverage to WR-HOA as a certificate holder. Insurance coverage shall remain in effect at all times KCFPD, or its Contractor(s), are completing work within the WR-HOA access parcel.
- 3. KCFPD agrees not to erect any structures, including pavilion(s), picnic area(s), or parking lot(s) within 500 (five hundred) feet of WR-HOA conterminous property lines.
- 4. KCFPD agrees not to exercise its power of eminent domain on any parcel within the Whitetail Ridge subdivision.
- 5. KCFPD agrees not to establish a public preserve entrance road that would require the public to utilize the public road system within the Whitetail Ridge subdivision.

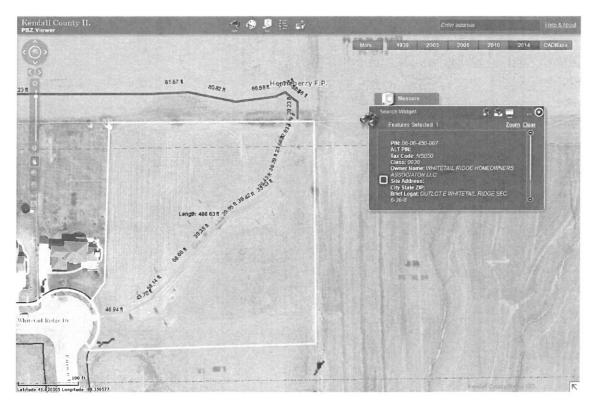
The undersigned agree to this MOU and hereby authorize its execution.

| Passed and approved by the President of the Bo<br>Homeowners Association, Inc. this day of |   |
|--|---|
| Passed and approved by the President and Boarday of <u>October</u> , 2017.                 | rd of Commissioners of the District this <u>3rd</u> |
| Judy Gilmour, President<br>Kendall County Forest Preserve District                         | Date  |
| ATTEST   |   |
| Elizabeth Flowers, Secretary<br>Kendall County Forest Preserve District                    | Date  |
| Debbie Mika, President Whitetail Ridge Homeowners Association, Inc.                        | Date  |
| ATTEST   |   |

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

Contract #17-03-001 – SemperFi Land, Inc. Change Order #1 Request and Specifications August 24, 2017

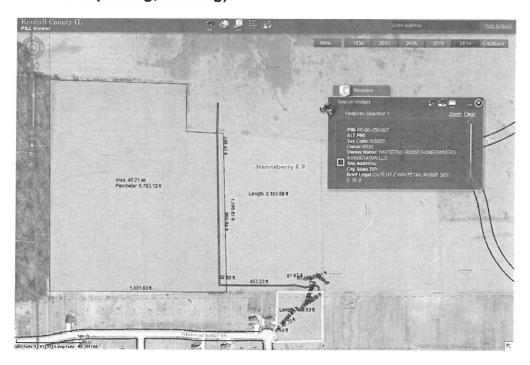
### 1. 490' X 8' Screenings trail recovery



Scope of work to include raking out of vegetation covering over existing 6-8" screenings for the 6-8" width path, and top-dressing as needed with chips and fines.

Cost estimate: \$3,922.00

# 2. 1200' X 10' Turf trail construction (pulverizing; grading; leveling; compacting; seeding).



### Turf-trail Corridor Specifications

- Mow and herbicide a 30' wide trail corridor extending from the 3-acre parcel's screenings trail to the restoration footprint boundary. Turf trail will be 10' wide, and "L" shaped extending north to existing mowed turf trail. Turf trail will run parallel to the restoration project eastern boundary line with a 10' restoration buffer and Regreen cover crop seeded as planned with the prairie-pollinator mix.
- Seeding of "Pollinator-palooza" seed mix along a 30' strip extending along the
  preserve's south property border to the restoration footprint for a total of 0.333 acres.
  The 10' turf trail will run down the center of the 30' corridor, with seed mix running
  10' on either side (total trail corridor area= 0.5 acres).
  - Turf trail to be seeded with high-traffic fescue in fall.
  - Shallow-till and broadcast seed the 0.5 acre trail corridor within the fall restoration project timeframe.
  - · Add this additional area within first-year management activities

Cost estimate: \$10,800.00 (Note: Includes leveling, seeding, and rolling only)

### 3-Acre Parcel Restoration

 Mow and herbicide (with existing tree protection) the entire 3-acre parcel in late summer / early fall.

= \$4,800.00 (Note: Includes spraying before and after tilling).

 Planting of 13-trees, 10-shrubs, and seeding native perennials with seeding using the "Pollinator-palooza" seed mix (\$3,009.00seed/ \$450.00 install) and Regreen cover crop (\$60.00 seed / \$540.00 install) within the 3-acre access parcel based on contract unit prices.

= \$4,059.00

TOTAL=

\$8,859.00

### 3. Clubhouse Drive Common Area Removal / Planting

 Replacement of 2 15-gallon trees from existing stock (species TBD) plus first year watering based on contract unit prices.

TOTAL= \$ 296.00

CHANGE ORDER #1 TOTAL:

\$23,877.00

1761 S. Naperville Road • Suite 103 Wheaton, Illinois 60189

Phone: 630.682.4650 Fax: 630.682.4814 121 W. Wacker Drive • Suite 856 Chicago, Illinois 60601

Phone: 312.422.1200

Fax: 312.422.1201

### PROPOSAL FOR PROFESSIONAL SERVICES

AT THE REQUEST OF:

David Guritz, Director

Kendall County Forest Preserve District

110 West Madison Street Yorkville, IL 60560

### WITH REFERENCE TO THE FOLLOWING DESCRIBED PROPERTY:

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

Report One:

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

Report Two:

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

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

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

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

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

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

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

|   | September 12, 2017<br>David Guritz  | Proposal For Professional Services   | Page 2<br>Cont'd.                            |
|---|---|--|--|
|   | Company: Contact Person: Title: Address City, State, Zip Telephone # Email  |  | -  |
|   | REQUIRED, with the BEHALF OF KENDA above terms and co   | THE RETAINER REQUESTED IN THE AMOUNT OF (-0-) balance of the recited fees to be paid AS BILLED, DAVID GURLL COUNTY FOREST PRESERVE DISTRICT does hereby connditions in addition to accepting those standard CONTINGEN IS attached hereto as Exhibit "A".   | RITZ ON                                      |
|   | agent, it is determined<br>been made with respect<br>the right to cancel this<br>and actual expenses,<br>same to the client for h | signment shall be made without the expressed consent of the under captioned property or review of the material to be supplied by the driving by POLACH APPRAISAL GROUP, INC., that misrepresentation of the property or data pertinent to this appraisal, the appraisers contract and refund the retainer charged, less a reasonable inspector to revise our proposal in accordance with actual conditions and his review and acceptance. AMOUNTS UNPAID AFTER 30 DAYS arge of 1.5% per month on the unpaid balance. | client or<br>ns have<br>reserve<br>ction fee |
|   | If this account is turne added to cover any coll  | ed over for collection, an amount equal to 40% of the unpaid fee ection costs.   | will be                                      |
|   | GROUP, INC. It is und   | for (21) twenty-one days from the date affixed by POLACH APPI<br>derstood that work will only commence on this assignment upon our<br>de proposal and the requested retainer.  | RAISAL<br>receipt                            |
|   | are any questions or  | tted to document the agreement between the parties. In the ever<br>comments before signing this proposal, please call the under<br>GROUP, INC., is pleased to have the opportunity to be of service to   | bannia                                       |
| Ì | Renneth F. Polach, M. POLACH APPRAISAL  | AI, SRA  |  |
|   | 2110 11 21  | Date   | -  |
|   | David Guritz, Director<br>KENDALL COUNTY FO   | DREST PRESERVE DISTRICT  |  |

### CONTINGENT AND LIMITING CONDITIONS

Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Plants of Concern Informational Report and Recommendations

Date: September 13, 2017

A PowerPoint presentation will be presented providing an overview and summary of the compiled floristic quality studies performed within Kendall County over the past four decades. The presentation was developed by Natalie Nowak, an Oswego East High School student and volunteer intern with the District.

### Summary points include the following:

- Floristic quality studies performed in Kendall County, and within Kendall County
  Forest Preserves, provide important historical baseline information on the plant
  communities present, and relative habitat quality within preserve areas.
  Preserve quality is based on the following floristic quality conservative index
  score (FQI):
  - a. Class I 20 and below
  - b. Class II 20 to 40
  - c. Class III 40 to 60
  - d. Class IV 60 and above
- 2. Relative ranking of preserve areas based on historical floristic quality data collected as follows:
  - a. Total for Kendall County (145.35) Class IV
  - b. Lyon-Richard Young (109.62) Class IV
  - c. Maramech (77.2) Class IV Illinois Dedicated Nature Preserve
  - d. Hoover Forest Preserve (76.43) Class IV
  - e. Tucker-Millington Fen (66.04) Class III Illinois Dedicated Nature Preserve
  - f. Reservation Woods (58.99) Class III
  - g. Jay Woods (57.82) Class III
  - h. Subat (Eldamain-Schaeffer Road Fen) (57) Class III
  - i. Harris Forest Preserve (56.31) Class III
  - j. Baker Woods (53.08) Class III
  - k. Cannonball Sedge Meadow (45.73) Class II
  - I. Millbrook South (44.32) Class III
  - m. Schessler's Fen (30.69) Class II
- 3. Baseline floristic quality studies, in order of priority, have not been performed for the following preserves and holdings:
  - a. Fox River Bluffs
  - b. Henneberry Forest Preserve

- Millbrook North Forest Preserve
- d. Millington Forest Preserve
- e. Hollenbeck Sugar Grove
- f. Newark Forest Preserve
- g. Blackberry Trail Forest Preserve
- h. Freeman Forest Preserve
- i. Shuh-Shuh-Gah
- Other parcels (Fox River Islands; Holt Rd.; Blackberry Creek at Galena Road; River Road)
- Several remnant high-quality natural areas remain unprotected within the Lower Fox River 1999 study performed by The Conservation Research Institute of The Morton Arboretum.
- 5. All remnant plant communities in Kendall County are under threat and will degrade without continued natural resource management efforts, including exotic-invasive species removal, prescribed burning, and monitoring of species populations in greatest need for conservation.
- Several "Plants of Concern" species have been identified and documented within Kendall County Forest Preserves, with efforts underway to identify and geolocate remnant populations, with expanded recruitment and support from District Natural Area Volunteers to assist with location, monitoring and management activities.
- 7. The District is working with Kendall County-GIS to migrate baseline natural resources information into a layer for storing natural resource data. This information will help guide planning and project management efforts in Kendall County.
- 8. Additional survey reports from the Kendall Natural Area Guardians may be available that will provide additional plant community data.

### Recommendations:

- 1. Perform additional FQI studies within District preserves as funds are available, with collected data maintained within the Kendall County GIS mapping system.
- 2. Expand the District's involvement within the Chicago Botanic Garden's Plants of Concern partnership.
- Consider submission of an application to the INPC to designate critical habitat areas in Lyon-Richard Young Forest Preserve as an Illinois Dedicated Nature Preserve.
- 4. Support expanded funding for habitat restoration and management activities to maintain and enhance the native-plant communities within District preserves.

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Executive Director

RE: Baker Woods Forest Preserve - Ellis House and Equestrian Center Pond Grant-

Funded Restoration Project from The Conservation Foundation

Date: September 13, 2017

The District has been approached by The Conservation Foundation to develop a restoration project at Baker Woods Forest Preserve as part of a grant received from the <a href="LyondellBasell"><u>LyondellBasell</u></a> Corporation in Morris. Total grant funding available is between \$3,000.00 and \$4,000.00. The TCF's grants from LyondellBasell have focused on conservation efforts within the Aux Sable watershed, one of the Foundation's priority watershed conservation areas.

Representatives from The Conservation Foundation (John Church) and Pizzo & Associates met at Ellis House and Equestrian Center to discuss a pond re-grading and shoreline restoration project to establish emergent shoreline plants and prairie habitat for pollinators in and around the shoreline area (0.6-acre project area).

The Pizzo and Associates proposal is attached for review. This project, however, can be completed by District staff in accordance with the proposed budget:

Staff time \$2,000.00 100 hours @ \$20 per hour for mowing, grading,

herbicide application, seeding and planting

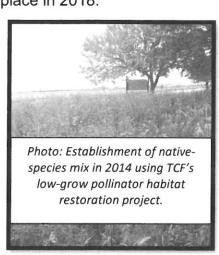
Plant material \$1,500.00 Seed, shrubs, trees and plugs

Total: \$3,500.00

Grant funds would be used to fund staff time to apply herbicide to the surrounding vegetation, re-grade the shoreline, and complete fall cover crop and native-plant seeding and plug-planting efforts. The proposed project will take place in 2018.

### Recommendation:

Consider a motion to forward a grant agreement with
The Conservation Foundation to re-grade and restore the pond
and shoreline habitat at Baker Woods Forest Preserve – Ellis
House and Equestrian Center to Commission for consideration.





### **ECOLOGICAL RESTORATION**

For: Forest Preserve District of Kendall County - Ellis House: 13986

McKanna Road, Minooka, IL

Project: Base Bid - Main Area Native Seeding

Alternate 1 - Plug Installation around Shoreline Areas

Alternate 2 - Additional Native Seeding Area

Friday, September 01, 2017

<u>Base Bid – Main Area Native Seeding</u> – We propose to ecologically restore the designated area, shown highlighted in 'red,' on the provided Pizzo generated site map. The area is located immediately surrounding the pond on the Ellis House property, not including the shoreline. The area is approximately one half acre in size. Restoration will be performed as specified below:

This proposal assumes that all necessary herbicide application(s), cutting and debris removal (Site Preparation) will be performed by Kendall County Forest Preserve District (KCFPD) staff prior to Pizzo staff mobilizing to the site to install the native seed and erosion control blanket. Once the aforementioned site preparation has been completed Pizzo will lightly till the surface of the soil in order to prepare a proper seedbed, install a low-profile native seed mix and then cover all tilled and seeded areas with erosion control blanket in order to stabilize the soil during the germination and establishment of the native seed.

<u>Alternate 1 - Plug Installation around Shoreline Areas</u>— We propose to ecologically restore the designated area, shown highlighted in 'blue,' on the provided Pizzo generated site map. The area is located immediately surrounding the shoreline on the Ellis House property. The area is approximately 615 linear feet. Restoration will be performed as specified below:

Shoreline areas will be re-graded as necessary, erosion control blanket will be installed over all re-graded areas and a mix of native wetland and emergent plant plugs will be installed throughout the shoreline areas at a rate or approximately three (3) plugs per linear foot for a total of 1,800 plants installed.

Alternate 2 - Additional Native Seeding Area — We propose to ecologically restore the designated area, shown highlighted in 'yellow,' on the provided Pizzo generated site map. The area is located northwest of the pond on the Ellis House property. The area is approximately one half acre in size. Restoration will be performed as specified below:

This proposal assumes that all necessary herbicide application(s), cutting and debris removal (Site Preparation) will be performed by Kendall County Forest Preserve District staff prior to Pizzo staff mobilizing to the site to install the native seed and erosion control blanket. Once the aforementioned site preparation has been completed Pizzo will install a low-profile native seed mix utilizing a no-till drill or drop-type seeder.

PROJECT # 115077-00-KCEH

### BASE BID - MAIN AREA NATIVE SEEDING

### PLANTING:

### Native Seed Installation:

Install a mix of native grass, sedge and flower seeds with a Truax no till drill and/or broadcasting methods. The Owner/Agent will provide a copy of a "Plat of Survey" for definitive location of project boundaries in which the seed is to be installed. Other planting methods will be used if the site constrains the use of large vehicles. The species of the plants installed will be developed specifically for this site using historical data and based on current site conditions. A mycorrhizal (fungus) inoculant will be added to the seed in the drill to provide the necessary associations for the new root system of the native plants.

NOTE: A newly seeded area will need to be moved at 4-8" for 1-2 seasons to reduce the competition for light and space by weedy plants. If the planted area is not moved the seeding is destined for failure.

### EROSION CONTROL BLANKET:

North American Green S-75 erosion control blanket will be installed on all newly seeded areas.

### BASE BID COMPENSATION SUMMARY- Lump Sum: \$5,964.00

### Base Bid - Main Area Native Seeding

| TASK                                 | TAS | K SUBTOTAL |
|--------------------------------------|-----|------------|
| Native Seed Installation             | \$  | 2,975.00   |
| Erosion Control Blanket Installation | \$  | 2,989.00   |
| TOTAL                                | \$  | 5,964.00   |

### ALTERNATE 1 - PLUG INSTALLATION AROUND SHORELINE AREAS:

### Native Plug Installation:

Install a mix of native grass, sedge and flower perennial plants in 2" pots in shoreline areas. The species of the plants installed will be developed specifically for this site using historical data and based on current site conditions. A total of 1,800 native wetland and emergent 2" live potted plugs will be installed throughout shoreline areas.

### ALTERNATE 1 COMPENSATION SUMMARY- Lump Sum: \$11,545.00

### Alternate 1 - Plug Installation around Shoreline Areas

| TASK                                 | TAS | K SUBTOTAL |
|--------------------------------------|-----|------------|
| Re-Grading                           | \$  | 3,826.00   |
| Native Plug Planting                 | \$  | 6,036.00   |
| Erosion Control Blanket Installation | \$  | 1,683.00   |
| TOTAL                                | \$  | 11,545.00  |

| TASK                         | TASK SUBTOTAL   | INITIAL BELOW TO ACCEPT |
|------------------------------|-----------------|-------------------------|
| Base Bid                     | \$<br>5,964.00  |                         |
| ADD - Alternate 1            | \$<br>11,545.00 |                         |
| TOTAL BASE BID + ALTERNATE 1 | \$<br>17,509.00 |                         |

### ALTERNATE BID 2 - ADDITIONAL NATIVE SEEDING AREA

### PLANTING:

### Native Seed Installation:

Install a mix of native grass, sedge and flower seeds with a Truax no till drill and/or broadcasting methods. The Owner/Agent will provide a copy of a "Plat of Survey" for definitive location of project boundaries in which the seed is to be installed. Other planting methods will be used if the site constrains the use of large vehicles. The species of the plants installed will be developed specifically for this site using historical data and based on current site conditions. A mycorrhizal (fungus) inoculant will be added to the seed in the drill to provide the necessary associations for the new root system of the native plants.

NOTE: A newly seeded area will need to be mowed at 4-8" for 1-2 seasons to reduce the competition for light and space by weedy plants. If the planted area is not mowed the seeding is destined for failure.

### ALTERNATE 2 COMPENSATION SUMMARY- Lump Sum: \$2,300.00

### Alternate 2 - Additional Native Seeding Area

| TASK                     | TAS | K SUBTOTAL |
|--------------------------|-----|------------|
| Native Seed Installation | \$  | 2,300.00   |
| TOTAL                    | \$  | 2,300.00   |

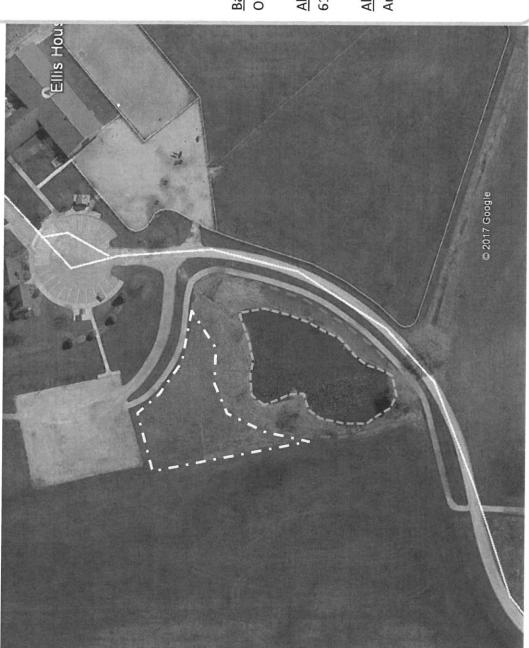
| TASK                         | TASK SUBTOTAL  | INITIAL BELOW TO ACCEPT |
|------------------------------|----------------|-------------------------|
| Base Bid                     | \$<br>5,964.00 |                         |
| ADD - Alternate 2            | \$<br>2,300.00 |                         |
| TOTAL BASE BID + ALTERNATE 2 | \$<br>8,264.00 |                         |

### **COMBINED TOTAL OF BASE BID PLUS ALTERNATES 1 & 2**

| TASK                           | TASK SUBTOTAL   | INITIAL BELOW TO ACCEPT |
|--------------------------------|-----------------|-------------------------|
| Base Bid                       | \$<br>5,964.00  |                         |
| ADD - Alternate 1              | \$<br>11,545.00 |                         |
| ADD - Alternate 2              | \$<br>2,300.00  |                         |
| TOTAL BASE BID + ALT 1 + ALT 2 | \$<br>19,809.00 |                         |

ACCEPTANCE – By signing below I/we accept the base bid price of \$5,964.00 for a term beginning on September 1<sup>st</sup>, 2017 and ending December 31<sup>st</sup>, 2017. I/We may choose to accept the base bid price plus the above alternate bid pricing by initialing in the above box. I/We represent and warrant that I/we have authority to enter into this Contract. We accept the aforementioned and further accept the PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS, attached and hereby made part of this contract. We do hereby authorize Pizzo & Associates, Ltd. to perform the work as stated.

|   | ERMS AND CONDITIONS, attached and hereby made part of this contract. the work as stated.                                |
|---|---|
|   | 09/01/2017  |
| Authorized Representative / Date  | General Manager – Western Territory / Date  |
| Forest Preserve District of Kendall County  | Pizzo & Associates, Ltd.  |
| Please sign and return one copy of the proposal with your demay be signed in counterparts so long as all parties to the agree | eposit to our office. Fax signatures shall be deemed binding; this agreement ement have signed a copy of the agreement. |
| Billing Notes:  |   |
| The terms of this proposal are valid  | for thirty (30) days from the date of this proposal.  |



### **Ellis House**

13986 McKanna Road Minooka, IL 60447

115077-00-KCEH Seth Crackel

09/01/2017

### Restoration Options Around Pond

Base Bid (Main Area Seeding Only) ~ 0.5 Acres

Alternate 1 (Shoreline Plugs) ~ 615 Linear Feet

Alternate 2 (Additonal Seeding Area) ~ 0.5 Acres





Pizzo & Associates, Ltd.
ECOLOGICAL RESTORTION
10729 Pine Road - Leland, IL 00531

### PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS

### TERMS:

### Design-Build/Installation:

Payment of 50% of contract total price as shown in the accompanying contract is due upon contract signing. The balance of the contract total price, plus any extras, is due upon completion. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice.

### Design/Consultation/Stewardship/Prescribed Fire:

Invoices will be sent each month in which services are provided. Payment is due within 30 days of receipt of the invoice. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice.

ADDITIONS & DELETIONS: All additions and deletions shall be agreed to in writing by both parties. Additions will be billed on a time and materials basis unless otherwise stated in writing. Time will be billed including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE.

PREPAYMENT DISCOUNT: All accounts paid in full upon contract signing will receive a one and one-half percent (1.5%) prepayment discount.

FINANCE CHARGES & RETURNED CHECKS: All unpaid balances will carry a two percent (2%) per month finance surcharge; maximum twenty four percent (24%) per annum finance surcharge. All returned checks will result in an additional \$50.00 service charge.

LIEN RIGHTS: In the event that the Owner/Client does not make timely payments in accordance with credit terms outlined in the contract, Pizzo & Associates, Ltd. may exercise such lien rights as permitted to any contractor by the state in which the work is completed.

**GUARANTEES:** Installed plantings shall immediately become the responsibility of the owner to maintain unless otherwise agreed to in writing.

### Owner Managed Sites:

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead trees or shrubs is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant or shrub with another species in its sole discretion. This guarantee shall be invalid if the Owner has failed to use reasonable care (water, weeding, invasive species control, mowing, protection from damage, etc.) during said period. This warranty does not cover damage occurring due to the fault of the owner or a third party or due to acts of God, war or wildlife. Installed perennials, seed, annuals and transplanted material(s) carry no guarantee/warranty expressed or implied.

### Pizzo Managed Sites:

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead tree or shrub is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead tree or shrub with another species in its sole discretion.

Native seed installations are guaranteed to have at least three (3) native plants per square foot at the end of the fifth growing season. Pizzo & Associates, Ltd. will re-seed those areas not in compliance at no expense to the Owner. Under no circumstances shall this guaranty extend beyond five years from the date of contract, nor shall it require more than one (1) replanting by Pizzo & Associates, Ltd. of any area.

Installed native perennials are guaranteed to have an 80% survival rate after one (1) year. Required plants will be replaced at no expense to the Owner. Replacement of the dead plants is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant with another species in its sole discretion.

The Owner's sole and exclusive remedy for seeds and plants covered under any of the above guarantees will be the replacement of plant or re-planting of the seed on a one-time basis only. The above warranties do not cover damage occurring due to the fault of the Owner or a third party or due to acts of God.

Failure to make payment within thirty (30) days of the final invoice issued upon job completion voids all guarantees expressed or implied.

### Prescribed Fire:

No guarantee /warranty is expressed or implied as to the completeness, coverage, intensity or results of the prescribed fire. If the conditions are acceptable to Pizzo & Associates, Ltd., and the local fire jurisdiction gives permission to ignite the prescription fire, and Pizzo & Associates, Ltd. is forced to shut down due to no fault of Pizzo & Associates, Ltd., the full balance will be due. Any return trip to complete the fire will be billed at the rate stated in the contract. Landscape plantings, mulch beds and above ground utilities in or in close proximity to the burn unit could sustain damage due to heat/flames and shall not be guaranteed. The Owner acknowledges that there will be smoke generated by the prescribed fire, and it will move off site during the burn. The

Owner/Agent will notify potentially affected parties in proximity to the prescribed burn units. The Owner hereby agrees to indemnify Pizzo & Associates, Ltd. and its employees and agents and hold them harmless for all instance of damage due to a prescribed fire. If the local authorities require their presence and charge a fee to do so, those costs will be paid by the Owner in addition to the contract price.

### Annual Monitoring:

Pizzo & Associates, Ltd. reserves the right to perform an annual Meander Survey at a cost of, but not exceeding a total of \$400.00 per project site, per year. This cost will be deducted from the annual Stewardship budget for each project site. Upon completion of the survey, Pizzo & Associates, Ltd. will provide to the Owner a year-end report that includes, but is not limited to the number of plant species and overall floristic quality.

### Aquatic Weed Control:

Due to the highly unpredictable nature of the weather, nutrient availability, and water levels; no control or eradication of any aquatic plant and/or algae species is warranted.

### Supplemental Watering:

Due to the highly unpredictable nature of the weather, supplemental watering may be warranted to ensure and maintain proper plant establishment. In the event that any installation of seed and/or plants have been directed by the Owner to occur outside of normal seed/plant installation timeframes (Mar. 1 – June 30; Sept 15. – Oct. 31) and/or in the event that D1- Moderate Drought conditions or higher exist according to the National Drought Mitigation Center at the University of Nebraska-Lincoln (<a href="https://droughtmonitor.unl.edu">https://droughtmonitor.unl.edu</a>), U.S. Department of Agriculture, and the National Oceanic and Atmospheric Administration; Pizzo & Associates, Ltd. reserves the right to provide supplemental watering as necessary.

Prior to commencement of supplemental watering services, the Owner shall be notified. Should the Owner decline this service, all standard Pizzo & Associates, Ltd. warrantees for seeding and plant installations shall be voided.

Time will be billed hourly, including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the contract. Should hourly rates not be specified, the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE shall prevail.

RIGHT OF SUBSTITUTION: The Owner agrees that Pizzo & Associates, Ltd. may, without the Owner's consent, substitute hard materials, quantities and plant species where deemed by Pizzo & Associates, Ltd. to be required due to planting conditions, nursery stock availability or to otherwise enhance the project without changing the nature or character of the project.

SUBCONTRACTING: Pizzo & Associates, Ltd. reserves the right to employ certain subcontractors to perform all or part of the work hereunder.

CONDITIONS: The Owner shall provide Pizzo & Associates, Ltd. a current plat of survey for delineation of the property lines. If the boundary markers are not visible, Pizzo & Associates, Ltd. will hire a surveyor, at the Owner's expense +10%, to visit the site to mark the boundary points. The Owner shall notify Pizzo & Associates, Ltd. of all private utilities (piping, wiring, sprinkler system components, obstructions, etc.) prior to work beginning. Repairs to any unmarked sprinkler system, television or satellite cables, invisible dog fences or other underground utilities shall be the sole responsibility of the Owner. If site conditions are not as they appear above ground or there are buried obstructions or debris, changes to the plan and work will be billed according to the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE. Except on prescribed fire, the Owner will pay for fees and time to obtain all necessary licenses, permits or other permission or authority that may be required, whether federal, state, county, local or other entity.

DESIGN PLANS AND PHOTOGRAPHS: The Owner expressly authorizes Pizzo & Associates, Ltd. to make sketches or drawings and/or take photographs of the subject property and any buildings located on the subject property and to use the resulting photographs, sketches or drawings for purposes of developing a design and restoration plan and to publish the photographs and/or design and landscaping plan for marketing or educational purposes. The photographs, design and restoration plan shall remain the exclusive property of Pizzo & Associates, Ltd., together with any and all copyrights thereto.

**DEFAULT REMEDIES:** In the event the Owner is in default of his/her/their obligations hereunder, the Owner shall pay any and all expenses incurred by Pizzo & Associates, Ltd. to collect the amounts due, including but not limited to court costs, reasonable attorney's fees and accrued interest. The parties hereto further agree that any lawsuit based upon this contract or related to the services rendered and/or materials supplied pursuant to this contract shall be filed exclusively in the Sixteenth Judicial Circuit Court in Sycamore, Illinois, County of DeKalb.

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Executive Director

RE: ADA Notice and Grievance Procedures

Date: September 13, 2017

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

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

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

### Recommendation:

Consider a motion to forward the District's ADA Title II public notice and grievance procedure to Commission for approval.

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

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

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

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

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

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

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

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

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

### **NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT**

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

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

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

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

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

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

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

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

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

From: Emily Dombrowski, Environmental Education Coordinator

RE: Winter Break Camps
Date: September 13, 2017

We will be holding winter break mini-camps January 3-5, 2018. These camps will give students an opportunity to explore the preserves during winter while having fun at camps that have a movie theme.

### Kindergarten- 2nd Grade

### **Eco Heroes**

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

Dates: January 3-5 9-12 pm

**Price: \$80** 

### Ages 7-9

### **Star Wars Camp**

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

Dates: January 3-5 1-4 pm

**Price:** \$80

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

\$208.00 \$1,808.00

### Kendall County Forest Preserve District Annual Sponsors Program



"The mission of the Kendall County Forest Preserve District is to preserve and manage natural areas and open spaces, provide environmental education, and offer recreational opportunities for Kendall County residents."



Kendall County Forest Preserve District 110 W Madison St. Yorkville IL, 60560

Dear Friends of Kendall County Forest Preserves:

We invite you to become a sponsor of our 2018 natural resource projects and community outreach events.

The mission of the Kendall County Forest Preserve District is to preserve and manage natural areas and open spaces, provide environmental education, and offer recreational opportunities for Kendall County residents. Many of Kendall County Forest Preserve District's conservation areas contain some of the finest high-quality remnant habitats in Kendall County. Fox River frontage, property along streams, quality woodlands and wetlands, and expansion of existing preserves have all added to the District's holdings in the past decade. This additional acreage has been complimented by expanded facilities, and educational and recreational pportunities for Kendall County residents.

Kendall County Forest Preserve District include 3,000 acres within 18 forest preserves, with an estimated 200,000 visitors each year.

10,000 students and families partake in our educational programs annually.

Participating in our sponsorship program is a great opportunity for your company to support a worthy cause and receive valuable exposure.

Enclosed please find sponsorship information and participation opportunities, a calendar of events to show you our featured events, trainings, and programs for the upcoming year, and a new county-wide visitors map providing the locations and directions to our growing forest preserve system.

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 local residents to connect with local nature.

We appreciate your consideration and look forward to hearing back from you soon. Please mail your sponsorship form back promptly. Should you have any questions, feel free to call Emily Dombrowski, Environmental Education Coordinator, at 630-553-2292.

Sincerely,

### 2018 Kendall County Forest Preserve District Sponsorship Levels and Benefits

### \$5,000 Premier Sponsor (1-available)

Logo Recognition on the 2018 Calendar of Events

Logo Recognition on the 2018 Preserve Amenities and Map

Special Mention and Logo Recognition in the 2018 Annual Report to the Community

Complimentary Use of Either Ellis House or Meadowhawk Lodge for a Daytime or Evening Event

Logo Recognition on all Event Posters and Electronic Promotions

Logo Recognition and Link on kendallforest.com and ellishec.com

Logo Recognition and Link in the District's Quarterly E-Newsletters

### \$2,500 Signature Sponsor (4-available)

Logo Recognition on the 2018 Calendar of Events

Logo Recognition on the 2018 Preserve Amenities and Map

Special Mention and Logo Recognition in the 2018 Annual Report to the Community

Logo Recognition on all Event Posters and Electronic Promotions

Logo Recognition and Link on kendallforest.com and ellishec.com

Logo Recognition and Link in the District's Quarterly E-Newsletters

### \$1,000 Calendar of Events Sponsor (4-available)

Logo Recognition on the 2018 Calendar of Events

Logo Recognition on the 2018 Preserve Amenities and Map

Special Mention and Logo recognition in the 2018 Annual Report to the Community

Name Recognition on all Event Posters and Electronic Promotions

Name Recognition with Hyperlink on kendallforest.com and ellishec.com

Name Recognition with Hyperlink in the District's Quarterly E-Newsletters

### \$500 Event Premier Sponsor (5-available per event) - Cash or In-Kind

Logo Recognition on Selected Event Promotional Posters

Logo Recognition and Link on kendallforest.com and ellishec.com

Name Recognition with Hyperlink in the District's Quarterly E-Newsletters

### \$250 Event Supporting Sponsor (4 available) – Cash or In-Kind

Logo Recognition on Selected Event Promotional Poster and/or program Logo Recognition with Hyperlink in winter or spring E-Newsletter

### \$100 Event Supporting Sponsor (5 available) - Cash or In-Kind

Name Recognition on Selected Event Promotional Poster and/ or program Name Recognition on kendallforest.com and ellishec.com

### **Sponsorship Program Policies:**

- 1. Payment and artwork is due by December 1, 2017 for the 2018 Calendar of Events.
- 2. The District reserves the right to reject sponsors.
- 3. The District reserves the right to apply sponsorship benefits to another Event(s) should any scheduled Event(s) be cancelled due to inclement weather, low enrollment, or any other circumstance.
- 4. The District retains all rights for pre-approval of use of the District's corporate and facility names and logos.



Special Thanks to our 2018 Premier Sponsors (1)

Signature Sponsors (4)

Calendar of Event Sponsors (4)

# Kendall County Forest Preserve District Board of Commissioners

Judy Gilmour, President Matt Prochaska, Vice President Elizabeth Flowers, Secretary Lynn Cullick Bob Davidson

Scott Gryder Tony Giles Audra Hendrix Matt Kellogg John Purcell

KENDALL COUNTYFOREST PRESERVE DISTRICT

ZO18 Forest Preserve Trails and
Amenities Map

# 2018 Calendar of Events

Summer Camp & Natural Beginnings Open Registration Earth Day Celebration- Hoover Nature Play Space Project Maramech - Nature Preserve Restoration Pollinator Potluck- Volunteer Appreciation Picnic Natural Areas Seminar(s) & Volunteer Training Native-Plant Pre-sale and Pickup Ellis House Bridal Expo Making Maple Magic February TBD February 11 January 15 March 17 March 3 April 21 June 14 May

October 20 Family Fall Fest & 5K at Ellis House & Equestrian Center November 17 Turkey Talk- Thanksgiving-themed Family Program

Fall Birding Hike

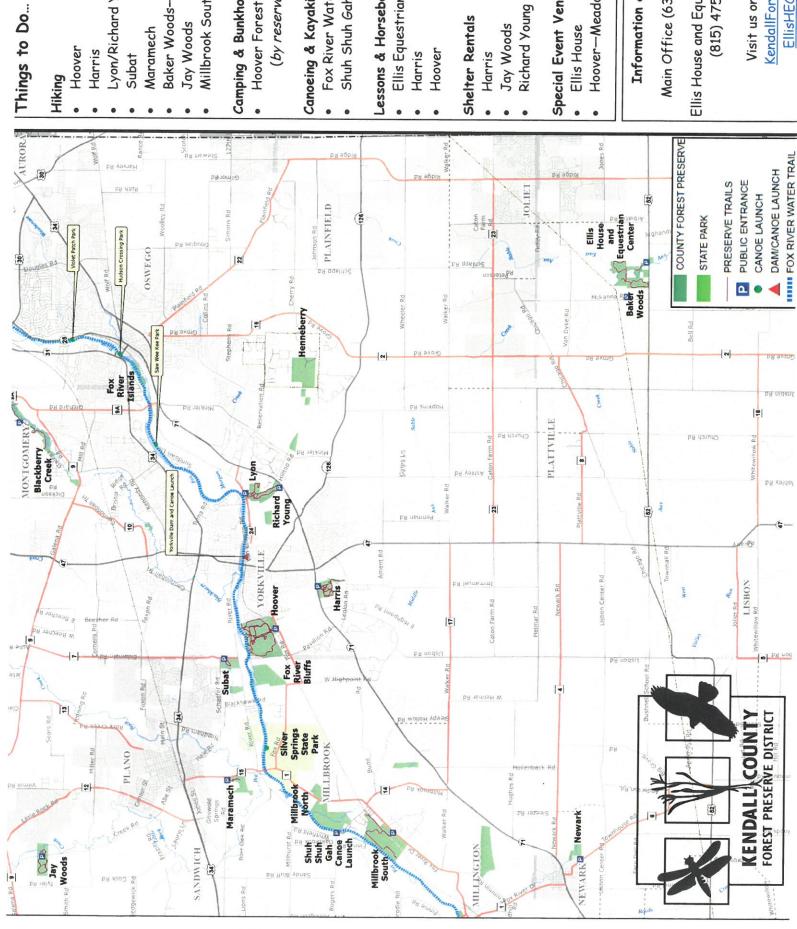
September 15



### Kendall County GIS

111 West Fox Street - Room 308 Yorkville , Illinois 60560-1498 630.553.4030

Compiled using data through 12/31/2016



- Lyon/Richard Young
- Baker Woods—Ellis House
  - Jay Woods
- Millbrook South

### Camping & Bunkhouse Rentals

(by reservation only) Hoover Forest Preserve

### Canoeing & Kayaking

- Fox River Water Tail
- Shuh Shuh Gah Canoe Launch

## Lessons & Horseback Riding Trails

Ellis Equestrian Center

### Special Event Venue Rentals

- Hoover—Meadowhawk Lodge

### Information & Contacts

Main Office (630) 553-4025

Ellis House and Equestrian Center (815) 475-4035

KendallForest.com Visit us online at: EllisHEC.com



### 2018 Calendar of Events









### January

15- Summer Camp Registration Begins

TBA- Natural Beginnings Registration Begins

### **February**

11 Ellis House Bridal Expo-Ellis House & Equestrian Center-11 am- 2 pm

From food to flowers, limousines to honeymoons – you'll find a wide range of wedding merchants eager to please a variety of tastes and budgets.

### March

3-Plants of Concern Training
Hoover Forest Preserve— 9 am-3 pm
17- Making Maple Magic
Hoover Forest Preserve— 9:30-11:30 am
Take a guided hike to discover how sap becomes syrup and enjoy a pancake breakfast afterwards.

### **April**

21- Earth Day Celebration
Hoover Forest Preserve—11-2 pm
Come and celebrate the earth at our nature playspace!

### May

Native Plant Sale
Harris Forest Preserve- 10 am-1 pm
Support the Kendall County Forest Foundation and fill your yard and garden with native plants.

### June

14- Volunteer Pollinator Potluck
30- National Mud Day Celebration
Hoover Forest Preserve—10:30 am-12 pm
Feel the mud squish between your fingers as we make mud pies, create mud artwork, and learn that it is okay to get dirty!

### September

15- Fall Birding Hike Hoover Forest Preserve- 10 am- 12 pm Join a local birding expert on a morning hike to look for local and migrating birds.

### October

20- Family Fall Fest & 5K at Ellis House & Equestrian Center

27- Creatures of the Night
Hoover Forest Preserve—5:30-7 pm
Creatures of the Night combines the make-believe,
spooky fun of Halloween with the beauty of nighttime

### November

17- Turkey Talk
Hoover Forest Preserve- 1-3 pm
Celebrate Thanksgiving by learning all about turkeys!

### Special Thanks to our Premiere Event Sponsors

Premier Sponsor Logo 1

Premier Sponsor Logo 2

Visit kendallforest.com for details on these events and more!

### **Kendall County Forest Preserve District Sponsorship Registration Form**



| C               | т •  | т 1   | i  |
|-----------------|------|-------|----|
| <b>Sponsors</b> | ship | Level | S: |
| ~               |      |       |    |

\_\_\_ \$5,000 Premier Sponsor

\_ \$2,500 Annual Signature Sponsor

\_\_ \$1,000 Calendar of Events Sponsor

\_ \$500 Event Premier Sponsor

\$250 Event Supporting Sponsor

\_\$100 Event Supporting Sponsor



| Contact: Name:                         |
|--|
| Company:                               |
| Address:                               |
| City:                                  |
| State: Zip:                            |
| Phone:                                 |
| Email:                                 |
| Payment: Check Payable to: Credit Card |

| Name:       |                               |            |  |  |
|-------------|-------------------------------|------------|--|--|
| Name on ca  | ard if other than Permit Holo | der:       |  |  |
| Card Numb   | er:                           | (46)       |  |  |
| Visa        | Master Card                   | Debit Card |  |  |
| Exp Date: _ |                               |            |  |  |
| V-code:     |                               |            |  |  |

payment information over the phone

I will call 630-553-4025 and give

### Return form with payment to:

Kendall County Forest Preserve District 110 W. Madison St. Yorkville IL 60560

Deadline: December 1, 2017

QUIT CLAIM DEED ILLINOIS STATUTORY INDIVIDUAL

KENNETH L. PICKERILL, as "Grantor" of 6350 A. Minkler Road, Yorkville, Illinois, and Kendall County Forest Preserve District of 110 Madison Street, Yorkville, Illinois, a body corporate and politic, State of Illinois as the "District" and "Grantee",

WHEREAS, the Grantor transferred the following described real estate situated in the County of Kendall, in the State of Illinois, EXPRESSLY RESERVING the Life Estate in the below described property unto the Grantor by Warranty Deed numbers 200800003185 and 200800003815

THEREFORE, the Grantor conveys and quitclaims the aforementioned Life Estate, and the ownership, possession, use, rents, revenues and profits of the above described property shall revert to the District, 110 W. Madison Street, Yorkville, IL 60560, of the County of Kendall, to have and to hold forever all of the right, title and interest, in and to the following described real estate situate in the County of Kendall in the State of Illinois:

### SEE ATTACHED LEGAL DESCRIPTION

general real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Tax Identification No(s): Parcel 1: 05-02-400-029

Address of Real Estate: 6350 A. Minkler Road, Yorkville, IL 60560

| Dated thisday of   | 2pHenker, 2017  |
|--|---|
| By: Kenneth L. PICKERILL   |   |
| STATE OF ILLINOIS,<br>COUNTY OF KENDALL SS   |   |
| subscribed to the foregoing instrument, appeared they signed, scaled and delivered the said instruments purposes therein set forth, including the release                        | said County, in the State aforesaid, CERTIFY THAT in to me to be the same person(s) whose name(s) are ad before me this day in person, and acknowledged that tument as their free and voluntary act, for the uses and and waiver of the right of homestead. |
| Given under my hand and official seal this 12  | day of September, 2017  |
|  | Notary Public   |
| Prepared by: Lisa A. Coffey, Assistant State's Attorney Kendall County State's Attorney's Office 807 W. John Street Yorkville, IL 60560  Mail To and Name & Address of Taxpayer: | OFFICIAL SEAL KRISTINE LARSEN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/13/19  |
| Kendall County Forest Preserve District<br>110 W. Madison Street<br>Yorkville, IL 60560  |   |
| This represents a transaction exempt under the provision Transfer Act, 35 ILCS Paragraph 200/31-45.  By: Sustua Rouse  Date: 9-12-17   | ons of Paragraph(b)(1) of the Illinois Real Estate Property   |
|  |   |

### PLAT ACT AFFIDAVIT (Pursuant to 765 ILCS 205/1) STATE OF ILLINOIS COUNTY OF KENDALL Kenneth L. Pickerill, the grantor or his/her agent, being duly swom on oath, states that he/she resides at 1850 A. Minkler Rd. 1000118, 12 60560 Affiant states that the attached deed is not a violation of 765 ILCS 205/1 for reason given below: The sale or exchange is of an entire tract of land not being a part of a larger tract of land and described in the same manner as title was taken by the grantor(s); B. One of the following exemptions from 765 ILCS 205/1 (b) applies; 1. The division or subdivision of land is into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access 2. The division is of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access. 3. The sale or exchange of parcels of land is between owners of adjoining and contiguous land. 4. The conveyance is of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access. 5. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access. 6. The conveyance is of land or highway or other public purpose or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use. The conveyance is made to correct descriptions in prior conveyances. 8. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access. 9. The sale is of a single lot of less than 5 acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale, prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973, and provided that this exemption does not invalidate any local requirements applicable to the subdivision of lar d (page 2). 10. The preparation of a plat for wind energy devices under Sec. 10-620 of the Property Tax Code. C. The division does not meet any of the above criteria and must have county approval (page 2). CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO THE ATTACHED DEED. AFFIANT further states that he/she makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, State of Illinois, to accept the attached deed for recording.

1 Pulored

SUBSCRIBED and SWORN TO before me Signature of Notary Public

> OFFICIAL SEAL KRISTINE LARSEN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/13/19 ~~~~~~~

### LEGAL DESCRIPTION

Permanent Tax Identification No(s):

05-02-400-029

Address of Real Estate:

6350 A. Minkler Road, Yorkville, IL 60560

That part of the East Half of Section 2, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 2; thence North 00' 30' 37" West, along the East Line of said Southeast Quarter, 2159.16 feet; thence North 00' 30' 37" West, along said East line, 148.77 feet to the Southerly Line of a Tract conveyed to Penelope P. Dann by Warranty Deed recorded as Document 200600023830 on August 4, 2006; thence North 62' 08' 01" West, along said Southerly Line, 490.95 feet; thence North 60' 57' 37" West, along said Southerly Line, 893.98 feet; thence North 63' 57' 06" West, along said Southerly Line 460.90 feet; thence North 89' 25' 50" West along said Southerly Line 303.18 feet to the Northeasterly Corner of a Tract conveyed to Five H, L.L.C. and described as Parcel One in a Warranty Deed recorded as Document 200100001972 on February 7, 2001 for a point of beginning; thence South 89' 25' 50" East, along the Southerly Line of said Dann Tract, 35.85 feet; thence South 55' 21' 45" East, along the Southerly Line of said Dann Tract, 35.85 feet; thence South 55' 21' 45" East, 382.62 feet; thence South 26' 32' 02" East, 172.35 feet; thence South 86' 43' 02" Fast, 262.44 feet; thence South 03' 16' 58" West, 157.48 feet; thence South 40' 21' 04" East, 142.24 feet; thence South 49' 38' 56" West, 103.0 feet: thence North 60' 10' 23" West, 278.28 feet; thence North 23' 26' 07" West, 379.50 feet; thence North 55' 21' 45" West, 378.87 feet to the Easterly Line of said Five H, L.L.C. Tract; thence North 29' 25' 53" East, along the said Easterly Line, 20.0 feet to the point of beginning in Kendall Township, Kendall County, Illinois and containing 2.3808 acres. (HEREINAFTER REFERRED TO AS THE "RESIDENCE PARCEL")