

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

From: David Guritz, Director

RE: April 2019 Director's Report

Date: May 14, 2019

Meetings and Events

April 4	Website Planning Meeting – KC Technology Services
April 10	Meeting with BrighterDaze Farm Representative
April 11	Kluber – Civil Engineer Inspection – Pickerill Estate House
April 11	Forest Foundation of Kendall County Board Meeting
April 17	OmniTRAX Conference Call RE: Crossing Agreement
April 18	Little Rock Creek – Preconstruction Staking
April 22	Aux Sable Springs Site Inspection and Boundary Marking
April 25	The Conservation Foundation Benefit Dinner
April 26-27	SKY 5K Run Support
April 29	KC-SAO Staff Training – Employee Time Management
April 30	Whitetail Ridge Subdivision Site Meeting – Lot Drainage Issues
May 8	Henneberry Site Inspection – WBK Engineering
May 8	Kluber Septic Engineering Inspection
May 11	Project 3:11 Work Day
May 15	Little Rock Creek – Soft Opening Work Day
May 17	Natural Beginnings End-of-Year Celebration

Priority Project Updates

Preserve Improvement Grants

Formal grant agreements are still anticipated for the District's FY19 OSLAD and FY18 RTP grants through the Illinois Department of Natural Resources.

Hoover Rail Crossing Project

ComEd will install the new transformer on May 14, 2019. Yorkville's attorneys have responded to the proposed crossing agreement. The District has completed the process for securing insurance coverage under the terms of the crossing agreement.

Once approval is received from OmniTRAX, the District can approve the final easement and crossing agreement. The crossing agreement will be a tri-party agreement between Yorkville, the District, and OmniTRAX-Illinois Railway.

Under the ICC Order, OmniTRAX-Illinois railway are responsible for maintaining the surface grade and gate improvements.

KCFPD Superintendent – Grounds and Natural Resources

Chris Kellogg accepted the position as the District's Superintendent of Grounds and Natural Resources. Chris's first couple of weeks have been focused on grounds projects at Henneberry Forest Preserve (improved soil erosion control), Hoover Forest Preserve (sanitary sewer intake pipe, lift station and treatment ponds), Subat Forest Preserve (pavilion and re-opening repair needs) and Little Rock Creek (soft-opening projects).

Hoover Forest Preserve

Superintendent Kellogg will share updates and insights into proposals received to effect repairs to the lift station and sewer intake pipe.

The SKY 5K run was a successful event. The District hosted a Project 3:11 work day where over 40-trees and 200-perennials were planted as part of ongoing grant-funded restoration efforts.

Little Rock Creek Forest Preserve – Soft Opening Preparations

Busted Knuckles is supporting tree and other site hazard removals, and fencing installation to post warning signs at the bridge and dam.

The interpretive kiosk artwork has been submitted to complete the sign which will ship to the District for installation the week of May 20.

A new ADA washroom unit has been ordered, and will be installed this week.

The bluff-slope repair work will be completed by June 1.

The District will be completing needed work on the preserve entrance gates; coordinating and supporting installation of preserve signage; demolishing the old pit latrine located near the new parking area; installing the memorial plaque and trailhead kiosk, and other site-prep activities closer to the event.

The photo opportunity and ribbon cutting will take place on Saturday, June 1, 2019, at 1:00 pm, with a preserve open house with site tours for the remainder of the afternoon.

Fox River Bluffs Cropland Conversion Project

The Huddleston-McBride tile survey has been completed. Final seed bid specifications will be presented at the Committee of the Whole meeting.

The tenant farmer, Jason Brummel, will be asked to submit a quote for drill-seeding the recommended cover crop this fall. Review of the pest-control application plan for the year is in process.

Forest Preserve Project Reserve Fund

The final ordinance has been reviewed by the KC-State's Attorney's Office and can be considered for approval on May 21, 2019.

Respectfully submitted,

David Guritz

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

From: Emily Dombrowski, Environmental Education Programs Manager

RE: Education Department Monthly Report

Date: May 14, 2019

The Education Department Staff has had a very busy spring programming season so far!

On April 27th, we hosted our ENTICE Pollinators workshop. 9 Educators attended the workshop and we received very positive feedback from the workshop. We will host another ENTICE workshop in October.

We are very excited that our Toddling Naturalist program has been growing. This program is geared for 1-3 year olds and we explore the natural world through a variety of activities including nature hikes, stories, songs, games, and crafts. We have 20 children signed up for the program in May. We will be surveying the parents to see if they would be interested in an additional program each month for this age group.

School programs are in full swing. From the beginning of April to the end of May we will have seen 2,598 students. We are completely booked for May and some days we have a program in the morning and in the afternoon. We are busy, but loving how many students we are getting to teach!

Camp enrollments continue to come in. Camp staff will meet at the beginning of the June and the first week of camps will be June 10-14.

Vendor#	Name	Invoice #	Description	Date	Account Description	Budget #	Dist Amount
ELLIS PUBLIC PROGRAMS							
318 060304	FIRST NATIONAL BANK OMAHA	5/2/19:MV	ELLIS-VOLUNTEER SUPP	05/21/19	27021137079 VOLUNTEER EXP - ELLIS PUB		84.23 84.23*
Total ELLIS BIRTHDAY PARTIES							224.00*
ELLIS OTHER RENTALS							
319 268785	GINA QUASNY	EL: 4-20-19	EL SEC DEP RIN	05/21/19	27021217088 SECURITY DEPOSIT REFUND		120.00 120.00*
Total ELLIS OTHER RENTALS							120.00*
HOOPER							
320 031510	COMMONWEALTH EDISON	5/2/19:BATH	HOOPER BATHHOUSE	05/21/19	27022006861 HOOPER - ELECTRIC		251.39
321 031510	COMMONWEALTH EDISON	5/2/19:MULTIPLE	HOOPER MULTIPLE	05/21/19	27022006861 HOOPER - ELECTRIC		832.75
322 031510	COMMONWEALTH EDISON	5/2/19:HOUSE	HOOPER HOUSE	05/21/19	27022006861 HOOPER - ELECTRIC		65.67
Total HOOPER							1,149.81*
323 101297	JOHN DERRE FINANCIAL	APR 28 2019	HOOPER BLD SUPPLIES	05/21/19	27022006864 HOOPER - BUILDING MAINTEN		44.47
324 130506	MENARDS	47773	HOOPER - BLDG SUPPLI	05/21/19	27022006864 HOOPER - BUILDING MAINTEN		369.58 414.05*
325 130506	MENARDS	47773	HOOPER-GROUND SUPPLI	05/21/19	27022006865 HOOPER - GROUNDS MAINTENA		106.91
326 130506	MENARDS	47774	HOOPER-GROUND SUPPLI	05/21/19	27022006865 HOOPER - GROUNDS MAINTENA		180.00 286.91*
327 268781	JEFF MALARSKI	19-00085	BUNKHOUSE SEC DEP RT	05/21/19	27022007088 HOOPER SECURITY DEPOSIT R		200.00
328 268782	TONIKA FLOWERS	19-00087	ML SEC DEP RIN	05/21/19	27022007088 HOOPER SECURITY DEPOSIT R		135.00
329 268783	BILL MUELLER	18-00213	BUNKHOUSE SEC DEP RT	05/21/19	27022007088 HOOPER SECURITY DEPOSIT R		100.00
330 268784	JORDAN PIPER	19-00022	BUNKHOUSE SEC DEP RT	05/21/19	27022007088 HOOPER SECURITY DEPOSIT R		100.00
331 268786	ADRIANA RODRIGUEZ	18-00305	ML SEC DEP RIN	05/21/19	27022007088 HOOPER SECURITY DEPOSIT R		400.00
332 268787	BILL GLASE	18-00320	BUNKHOUSE SEC DEP RT	05/21/19	27022007088 HOOPER SECURITY DEPOSIT R		100.00
333 268788	TINA KONOW	18-00285	ML SEC DEP RIN	05/21/19	27022007088 HOOPER SECURITY DEPOSIT R		167.50 1,202.50*
Total HOOPER							3,053.27*
ENV ED SCHOOL							
334 060304	FIRST NATIONAL BANK OMAHA	5/2/19:ED	SCHOOL PROGRAMS	05/21/19	27023016849 ENV EDUC - SCHOOL PROG EX		16.88
335 060304	FIRST NATIONAL BANK OMAHA	5/2/19:DG	BUG FEST SUPPLIES	05/21/19	27023016849 ENV EDUC - SCHOOL PROG EX		199.98 216.86*
Total ENV ED SCHOOL							216.86*
ENV ED NATURAL BEGINNINGS							
336 060304	FIRST NATIONAL BANK OMAHA	5/2/19:SW	NB SUPPLIES, PHOTOS	05/21/19	27023036849 ENV EDUC - NATURAL BEGINN		53.25 53.25*

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Kendall County

COMBINED Claims Listing

05/10/19 11:00:45 AM Page 017

Vendor# Name

Invoice #

Description

Date

Budget #

Account Description

Dist Amount

Total Fickerrill-Pigott Forest Preserve 158.13*

Vendor #	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
461 011311	AMALGAMATED BANK OF CHICAGO	1855720005	2015 BOND ADMIN FEE	05/21/19	95020006200	BOND DISCLOSURE FEE	475.00
462 011311	AMALGAMATED BANK OF CHICAGO	1856060001	2016 BOND ADMIN FEE	05/21/19	95020006200	BOND DISCLOSURE FEE	475.00
463 160985	PIZZO & ASSOC, LTD	SI-15363	PLANTS-ENTICE WORKSH	05/21/19	95020006830	NATURAL AREAS MANAGEMENT	950.00*
464 030859	CHICAGO TITLE COMPANY, LLC	19011572INF-2	SUBAT-SEARCH	05/21/19	95020006850	PROJECT FUND EXPENSES	255.00
465 081597	HDDLESTON MCBRYDE LAND DRAINAG	13719	FOX RIVER BLUFFS-DRA	05/21/19	95020006850	PROJECT FUND EXPENSES	250.00
466 100180	JEEF WEHRLI EXCAVATING, INC.	8327	LITTLE ROCK-PARKING	05/21/19	95020006850	PROJECT FUND EXPENSES	3,635.00
467 180839	RICH MC CASLIN CONSTRUCTION	KCFPD	LITTLE ROCK-PARKING	05/21/19	95020006850	PROJECT FUND EXPENSES	10,725.00
468 230947	WILDERNESS GRAPHIC INC	01042	LITTLE ROCK CREEK-SI	05/21/19	95020006850	PROJECT FUND EXPENSES	2,304.00
469 051420	ENVIRONMENTAL DESIGN SERVICE,	19-155	PICKERILL-SEPTIC VIS	05/21/19	95020006858	PRESERVE IMPROVEMENTS / M	6,425.84

Total FP BOND PROCEEDS 2007 **24,729.84***

GRAND TOTAL **\$35,503.96**

**KENDALL COUNTY FOREST PRESERVE DISTRICT
JOB DESCRIPTION**

CLASS TITLE: Executive Director

WAGE CATEGORY: FLSA Exempt

REPORTS TO: Kendall County Forest Preserve District Board of Commissioners

EFFECTIVE DATE: May XX, 2019

SUMMARY:

This position is primarily responsible for the administration, management, and supervision of the Kendall County Forest Preserve District ("District"). This position serves as the primary administrator for the Kendall County Forest Preserve District's Board of Commissioners.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The duties for this position shall include, but not be limited to, the following:

- Customarily and regularly directs the oversight of all aspects of planning and operations of the Kendall County Forest Preserve District.
- Customarily and regularly directs the work of at least two or more full-time employees (or their equivalent).
- Customarily and regularly reports to the Board of Commissioners of the Kendall County Forest Preserve including, but not limited to the following:
 - Prepares all regular, special meeting and committee meeting agendas and packets in compliance with the State of Illinois Open Meetings Act;
 - Directs the preparation of meeting minutes for all regular, special, committee, and executive session meetings of the District;
 - Maintains the confidentiality and record-keeping for the District's closed-session and attorney-client privileged communications in compliance with the State of Illinois Open Meetings Act;
 - Prepares the District's operating levy and annual budget for all District funds in compliance with the District's fund balance policy;
 - Administers the District's vouchers and claims list generation for Commission approval;
 - Recommends changes to the District's fees and charges for programs and services;
 - Secures quotes and/or prepares bid specifications for all District projects in accordance with the Illinois Downstate Forest Preserve District Act;
 - Supports the formulation and implementation of ordinances and policies approved by the Board of Commissioners, including administration of the District's General Use Ordinance;
 - Complies with all applicable federal and state laws, regulations and District policies and procedures regarding or relating to assigned job duties;
 - Prepares land acquisition assessments and recommendations. Coordinates the development of land acquisition projects with the Kendall County State's Attorney's Office;
 - Prepares organizational and preserve planning documents including the District's Master Plan, and site plans and master plans for District preserves for approval by the Board of Commissioners.
 - Prepares monthly reports on District projects for presentation to the District's Board of Commissioners;
 - Acts as the District's primary liaison to the not-for-profit Forest Foundation of Kendall County.
- Directs, performs, and oversees the District's natural areas management program including direct participation in prescribed burns, brush removal, seed collecting and other natural area management tasks at District locations and preserves.
- Directs and administers the District's grant projects for land acquisition, preserve improvements, natural areas management, and other preserve improvement projects approved by the Board of Commissioners.
- Represents the District within local, regional and national partnership initiatives, speaking engagements, and other land-management, outdoor recreation, and public educational programs and events.

- Supervises and administers permitting under the District's General Use Ordinance, and Commission-approved licensing contracts, including but not limited to special use permits for various forest preserve public use areas and facilities, farm license agreements, and licensing agreements extending rights for use of District preserves, recreational areas, and facilities.
- Supervises, coordinates, and directly participates the marketing, sponsorship and fundraising efforts of the District, including management of social media platforms, advertising, website development and eNewsletter publications.
- Supervises, coordinates, and directly participates in preserve improvement projects, including construction and maintenance projects, and natural area restoration projects.
- Customarily and regularly performs supervisory and management duties in various preserve locations including, but not limited to the following:
 - Interviewing, selecting, hiring, and training of District staff;
 - Preparing and maintaining confidential personnel records;
 - Maintaining confidentiality of confidential or proprietary data of the District and other protected information (e.g., DOBs, SSNs, home addresses, etc.);
 - Setting and adjusting employees' hours of work;
 - Providing recommendations regarding the setting and adjusting of employees' rates of pay (within pre-approved budget parameters), which recommendations are given particular weight by the Board of Commissioners;
 - Appraising employees' productivity and efficiency for the purpose of recommending promotions or other changes in status, which recommendations are given particular weight by the Board of Commissioners;
 - Handling employee and public complaints and grievances;
 - Providing recommendations regarding the hiring, firing and discipline of staff, which recommendations are given significant weight by the Board of Commissioners;
 - Providing for the safety and security of the employees, volunteers, visitors, and District property;
- Develops recordkeeping procedures and ensures that such procedures are carried out on a scheduled basis.
- Manages and submits cash and cash receipts collected occasionally from preserve rental clients, program participants, and facilities, including approval of records of deposit and vouchers submitted to the Kendall County Treasurer's Office.
- Determines the materials, supplies, machinery, equipment, and tools to be used or purchased in order to properly repair, maintain and improve the District's grounds, buildings, natural areas, and public use areas.
- Oversees project management for the District's construction contractors, grounds maintenance staff, and custodial services by setting the schedule for projects; monitoring all ongoing projects; creating project metrics and deliverables; and assessing the achievement of said project metrics and deliverables.
- Manages relationships with vendors and contractors by performing duties including, but not limited to the following: obtains cost estimates for supplies, parts and equipment repair; develops bid specifications for District projects; orders and purchases supplies for projects; negotiates services and contract terms; and reviews and recommends contracted services and equipment, which recommendations are given particular weight by the Board of Commissioners.
- Responds to address off-hour emergency issues.
- Safely and effectively operates District vehicles, tools and equipment including, but not limited to hand-operated mechanical and power tools (drills, saws, chainsaws, brush cutters) and grounds maintenance equipment (rototiller, power washers, and other mechanical tools).
- Oversees and supervises grounds maintenance and custodial services at various District locations including, but not limited to the following:
 - Horticultural and maintenance tasks including, but not limited to mowing, edging, aerating, trimming, fertilizing, weed control, seeding, tree and shrub trimming, sod repair, firewood splitting and hauling, snow and ice removal from District roads/walks/trails utilizing manual or powered-equipment methods;
 - Splitting, loading and hauling firewood;
 - Gathering, loading and hauling refuse and vegetation from grounds and user areas;
 - Removal of snow and ice from District roads/walks/trails, utilizing both powered equipment and manual methods;

- The construction, installation and repair of District facilities and structures, picnic shelters, bridges, fencing, bollards, posts, signage, seasonal equipment, and any other facilities and structures necessary for the District;
- Completing carpentry, painting and flooring projects, as needed, at District facilities and structures.
- Preparing special event facilities for reserved uses by performing duties including, but not limited to, locking/unlocking rental facilities; setting up for events and rental functions; and ensuring the facilities are clean and equipped as needed for all rental functions;
- Participates in emergency preparedness and response activities, as needed.
- Communicates District rules and regulations to the public, staff, and volunteers.
- Appoints an Acting Director for the District during short-term absences and vacations.
- Maintains regular attendance and punctuality.
- Performs any other duties as required or assigned.

SUPERVISORY RESPONSIBILITIES:

- This position directly supervises the District's Superintendent of Grounds and Natural Resources, Hoover Supervisor and Resident, Environmental Education Program Manager, Ellis House and Equestrian Center Manager, Administrative Assistant, and other part-time, and seasonal positions as necessary.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

A. EDUCATION and/or EXPERIENCE:

- High school diploma or general education degree (GED) required.
- A Master's degree in environmental sciences or natural resources management is preferred.
- A preferred minimum of four (4) years' experience in a natural resources-based agency administrative role, with a minimum of (4) years' experience within a supervisory role, or equivalent combination of training and experience.
- Requires knowledge of State and federal laws pertaining to employment practices, worker and public safety, labor law, property law, the American with Disabilities Act, Open Meetings Act, and Illinois Downstate Forest Preserve Act.
- Requires knowledge of natural areas management, tools, equipment, and project approaches.
- Completion of all assigned equipment and natural areas management training.
- Knowledge of Microsoft Office programs including, but not limited to, Excel, Word, Publisher, and PowerPoint.
- Knowledge of office practices, principles of modern record keeping, and setup and maintaining filing systems.

B. LANGUAGE SKILLS:

- Ability to read and interpret documents such as governmental regulations, material safety data sheets, equipment operating instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public, employees, volunteers, and Commissioners of the District.
- Requires good knowledge of the English language, spelling and grammar.

C. MATHEMATICAL SKILLS:

- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to measure volumes.
- Ability to compute costs and to make change.

D. REASONING ABILITY:

- Ability to employ safe work practices and use sound judgment.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

E. CERTIFICATES, LICENSES, REGISTRATIONS:

- A valid Driver's License and any other licenses/certifications necessary to operate District tools and equipment.
- A valid Illinois Pesticide Applicator's License or, in the alternative, obtain a valid Illinois Pesticide Applicator's License within the first ninety (90) days of employment.
- A prescribed fire burn training certificate and S190 course completion or, in the alternative, successfully complete S190 coursework within the first ninety (90) days of employment, or an equivalent combination of training and experience.
- All other training, certificates, permits and/or registrations required for specific tasks and duties performed.

PHYSICAL DEMANDS:

- Employee must frequently sit, stand, bend, reach, and carry.
- Employee must be able to successfully operate all District tools and equipment required to perform assigned job duties.
- Employee must frequently be able to walk and possibly run on uneven ground and rough terrain for extended periods of time.
- Employee must frequently lift and/or move up to 50 pounds, and occasionally up to 75 pounds.
- Employee must be able to use hands and fingers to handle, feel, and operate equipment.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

WORK ENVIRONMENT:

- The noise level in the work environment is usually quiet within the office environment, and occasionally loud due to equipment operational noise and special event functions.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee will be required to work in both indoor and outdoor work areas and may be subjected to all weather elements, including extreme weather conditions.
- Employee will be required to have frequent contact with animals, nature, volunteers, and other members of the general public.
- Employee may be exposed to various chemicals such as pesticides and fertilizers while performing assigned job duties.
- Employee will be required to operate a motor vehicle, and other restoration work vehicles and equipment to perform assigned job duties.
- Employee will be required to operate a motor vehicle to travel to and from meetings, training, conferences, and the various District preserves and locations.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.

To: Judy Gilmour, President
 Matt Prochaska, Vice-President
 RE: Percentage of Time Allocated to Essential Duties and Responsibilities within the Draft Executive Director Position Description
 Date: 14-May-19

Est. % of
 Time
 Allocated

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The duties for this position shall include, but not be limited to, the following:

10	Customarily and regularly directs the oversight of all aspects of planning and operations of the Kendall County Forest Preserve District.
10	Customarily and regularly directs the work of at least two or more full-time employees (or their equivalent).
30	Customarily and regularly reports to the Board of Commissioners of the Kendall County Forest Preserve including, but not limited to the following:
	Prepares all regular, special meeting and committee meeting agendas and packets in compliance with the State of Illinois Open Meetings Act;
	Directs the preparation of meeting minutes for all regular, special, committee, and executive session meetings of the District;
	Maintains the confidentiality and record-keeping for the District's closed-session and attorney-client privileged communications in compliance with the State of Illinois Open Meetings Act;
	Prepares the District's operating levy and annual budget for all District funds in compliance with the District's fund balance policy;
	Administers the District's vouchers and claims list generation for Commission approval;
	Recommends changes to the District's fees and charges for programs and services;
	Secures quotes and/or prepares bid specifications for all District projects in accordance with the Illinois Downstate Forest Preserve District Act;
	Supports the formulation and implementation of ordinances and policies approved by the Board of Commissioners, including administration of the District's General Use Ordinance;
	Complies with all applicable federal and state laws, regulations and District policies and procedures regarding or relating to assigned job duties;
	Prepares land acquisition assessments and recommendations. Coordinates the development of land acquisition projects with the Kendall County State's Attorney's Office;
	Prepares organizational and preserve planning documents including the District's Master Plan, and site plans and master plans for District preserves for approval by the Board of Commissioners.
	Prepares monthly reports on District projects for presentation to the District's Board of Commissioners;
	Acts as the District's primary liaison to the not-for-profit Forest Foundation of Kendall County.
5	Directs, performs, and oversees the District's natural areas management program including direct participation in prescribed burns, brush removal, seed collecting and other natural area management tasks at District locations and preserves.
5	Directs and administers the District's grant projects for land acquisition, preserve improvements, natural areas management, and other preserve improvement projects approved by the Board of Commissioners.
1	Represents the District within local, regional and national partnership initiatives, speaking engagements, and other land-management, outdoor recreation, and public educational programs and events.
5	Supervises and administers permitting under the District's General Use Ordinance, and Commission-approved licensing contracts, including but not limited to special use permits for various forest preserve public use areas and facilities, farm license agreements, and licensing agreements extending rights for use of District preserves, recreational areas, and facilities.
1	Supervises, coordinates, and directly participates the marketing, sponsorship and fundraising efforts of the District, including management of social media platforms, advertising, website development and eNewsletter publications.
5	Supervises, coordinates, and directly participates in preserve improvement projects, including construction and maintenance projects, and natural area restoration projects.
5	Customarily and regularly performs supervisory and management duties in various preserve locations including, but not limited to the following:
	Interviewing, selecting, hiring, and training of District staff;
	Preparing and maintaining confidential personnel records;
	Maintaining confidentiality of confidential or proprietary data of the District and other protected information (e.g., DOBs, SSNs, home addresses, etc.);
	Setting and adjusting employees' hours of work;
	Providing recommendations regarding the setting and adjusting of employees' rates of pay (within pre-approved budget parameters), which recommendations are given particular weight by the Board of Commissioners;
	Appraising employees' productivity and efficiency for the purpose of recommending promotions or other changes in status, which recommendations are given particular weight by the Board of Commissioners;
	Handling employee and public complaints and grievances;
	Providing recommendations regarding the hiring, firing and discipline of staff, which recommendations are given significant weight by the Board of Commissioners;
	Providing for the safety and security of the employees, volunteers, visitors, and District property;
2	Develops recordkeeping procedures and ensures that such procedures are carried out on a scheduled basis.
2	Manages and submits cash and cash receipts collected occasionally from preserve rental clients, program participants, and facilities, including approval of records of deposit and vouchers submitted to the Kendall County Treasurer's Office.
5	Determines the materials, supplies, machinery, equipment, and tools to be used or purchased in order to properly repair, maintain and improve the District's grounds, buildings, natural areas, and public use areas.

2	Oversees project management for the District's construction contractors, grounds maintenance staff, and custodial services by setting the schedule for projects; monitoring all ongoing projects; creating project metrics and deliverables; and assessing the achievement of said project metrics and deliverables.
5	Manages relationships with vendors and contractors by performing duties including, but not limited to the following: obtains cost estimates for supplies, parts and equipment repair; develops bid specifications for District projects; orders and purchases supplies for projects; negotiates services and contract terms; and reviews and recommends contracted services and equipment, which recommendations are given particular weight by the Board of Commissioners.
1	Responds to address off-hour emergency issues.
1	Safely and effectively operates District vehicles, tools and equipment including, but not limited to hand-operated mechanical and power tools (drills, saws, chainsaws, brush cutters) and grounds maintenance equipment (rototiller, power washers, and other mechanical tools).
2	Oversees and supervises grounds maintenance and custodial services at various District locations including, but not limited to the following: Horticultural and maintenance tasks including, but not limited to mowing, edging, aerating, trimming, fertilizing, weed control, seeding, tree and shrub trimming, sod repair, firewood splitting and hauling, snow and ice removal from District roads/walks/trails utilizing manual or powered-equipment methods; Splitting, loading and hauling firewood; Gathering, loading and hauling refuse and vegetation from grounds and user areas; Removal of snow and ice from District roads/walks/trails, utilizing both powered equipment and manual methods; The construction, installation and repair of District facilities and structures, picnic shelters, bridges, fencing, bollards, posts, signage, seasonal equipment, and any other facilities and structures necessary for the District; Completing carpentry, painting and flooring projects, as needed, at District facilities and structures. Preparing special event facilities for reserved uses by performing duties including, but not limited to, locking/unlocking rental facilities; setting up for events and rental functions; and ensuring the facilities are clean and equipped as needed for all rental functions;
1	Participates in emergency preparedness and response activities, as needed.
2	Communicates District rules and regulations to the public, staff, and volunteers.
	Appoints an Acting Director for the District during short-term absences and vacations.
	Maintains regular attendance and punctuality.
	Performs any other duties as required or assigned.

Kendall County Forest Preserve District

1. **Position Title:** Director
2. **Position Status:** Fair Labor Standards Act - Exempt
3. **Reports to:** President & Board of Commissioners

Summary of the position: The Director functions as the chief administrator of the Kendall County Forest Preserve District. Plans, organizes, directs and controls all activities to achieve the Forest Preserve District mission and specific goals and objectives. Work involves execution of ordinances, resolutions and policies of the Board of Commissioners and pertinent laws of the State and Federal Government. Works closely with supervisory staff to maintain a productive and motivational climate throughout the organization. All supervisors report directly to the Director. All other District employees report indirectly to the Director.

Major Duties & Responsibilities:

The duties for this position shall include, but not be limited to, the following:

1. Oversees and manages all aspects of the day-to-day operations of the District including administration, natural resources, education, recreation, volunteer programs, customer service, planning, capital projects and purchases, marketing and communications, land acquisition, legal and compliance.
2. Provides timely and effective communication with the Commission regarding all facets of District operations.
3. Provides timely and effective communication with staff.
4. Guides the development of District goals and objectives from committee planning to full Commission approval. Works with staff to implement goals and objectives.
5. Develops and implements, with Commission approval, the Annual Budget & Appropriation Ordinance and Tax Levy Ordinance that achieve meeting the District's mission, goals and objectives.
6. Prepares and implements, with Commission approval, a sustainable multi-year financial plan and capital budget.
7. Provides strategic leadership on decision-making issues affecting the District.
8. Attends all Commission meetings. Oversees the preparation of meeting agendas and packets.
9. Represents the District at various meetings including, but not limited to those with local, state and federal units of government; philanthropic organizations; regional natural resource organizations; and business groups.
10. Develops, implements and enforces District administrative and personnel policies.
11. Promotes the advancement and understanding of the District to the general public, media, partner organizations and at public forums.
12. Develops and maintains strong partnerships and cooperative efforts to forward the mission of the District.

13. Responds to inquiries and performs other responsibilities as assigned by the President and Commissioners.
14. Provides for the execution of all ordinances and resolutions of the Commission and the enforcement of all applicable laws.
15. Selects and develops a professional staff to achieve a high level of competence and sound judgment.
16. Evaluates the organization structure for efficiency and effectiveness of the District, as well as for the professional and personal growth of staff.

Position Requirements:

Education/Experience:

1. A minimum of five years of management in a leadership role.
2. Bachelors Degree from an accredited university with major course work in natural resources management, public administration, business administration, finance or related field.
3. Knowledge and skill in the principles and practices of public administration.
4. Understanding of Forest Preserve Districts or other organizations of similar complexity.
5. Knowledge of public management practices including finance, natural resources, human resources, planning, community relations, organization management and communications.

Significant Abilities:

1. Ability to handle multiple projects concurrently.
2. Ability to speak clearly and communicate effectively with the public, staff, volunteers, vendors and project partners.
3. Ability to recruit, interview, train, and supervise staff.
4. Ability to express ideas concisely and clearly, both orally and in writing.
5. Demonstrated ability to identify and understand problems and to determine appropriate measures to take to solve those problems.
6. Ability to work effectively in an environment with diverse interests.
7. Ability to establish and maintain effective working relationships with a wide variety of people and organizations.
8. Computer literacy in Microsoft Office.
9. Ability to perform tasks that will require walking on uneven ground and in inclement weather, bending, standing, climbing, reaching and sitting.
10. Ability to lift 25 lbs.

Possession of a valid driver's license is required.

Hours: Monday - Friday, 8 a.m. - 4:30 p.m. Regular weekend and evening hours.

The Kendall County Forest Preserve District is an Equal Opportunity Employer.

RAILROAD QUESTIONNAIRE

1. Name of Insured/Member: Kendall County, Illinois - Kendall County Forest Preserve District
2. Insured/Member current GL/AL limit and retention/SIR: \$11,000,000 / \$10,000
3. Location of work: Hoover Forest Preserve, Yorkville, Illinois - Hoover Drive
4. The project involves:

Train terminal or platform:	<input type="checkbox"/> Construction or <input type="checkbox"/> Demolition <input type="checkbox"/> Deconstruction
Retaining wall:	<input type="checkbox"/> Construction or <input type="checkbox"/> Demolition <input type="checkbox"/> Deconstruction
Utility equipment - cable:	<input type="checkbox"/> Construction or <input type="checkbox"/> Removal
Utility equipment - Electrical:	<input checked="" type="checkbox"/> Construction or <input type="checkbox"/> Removal
Utility equipment - Water lines:	<input type="checkbox"/> Construction or <input type="checkbox"/> Removal
Utility equipment - Sewer lines:	<input type="checkbox"/> Construction or <input type="checkbox"/> Removal
Parking facility (ramp or lot):	<input type="checkbox"/> Construction or <input type="checkbox"/> Demolition <input type="checkbox"/> Deconstruction
Roadway:	<input checked="" type="checkbox"/> Construction or <input type="checkbox"/> Demolition
Bridge:	<input type="checkbox"/> Construction or <input type="checkbox"/> Demolition <input type="checkbox"/> Deconstruction
Tunnel:	<input type="checkbox"/> Construction or <input type="checkbox"/> Demolition
Public Park facility:	<input type="checkbox"/> Construction or <input type="checkbox"/> Demolition
<input type="checkbox"/> Other; provide a description: _____	
5. What specific work/activities will occur within 50ft of the railroad (check all that applies):
 - Land grading-leveling
 - Boring
 - Drilling
 - Trenching
 - Digging a foundation
 - Concrete Pour
 - Asphalt Paving
 - Construction of building:

Construction type (e.g. frame, masonry non-combustible)	Frame
Number of stories:	1
 - Demolishing with use of heavy machinery:
 - bulldozer
 - excavator
 - Other: provide descriptions: Illinois Railway and ComEd will be constructing safety crossing gates within their license/easement areas including crossing surface improvements, control house, and gates with warning lights, including installation of a new electrical service line extending to the control house. Project will be completed under a grant agreement with the State of Illinois.
6. Is construction over under adjacent to parallel to at angles to the railroad tracks?
7. Will work involve: blasting work over water pile driving crane use
8. Number of trains per day that will travel through area by type:
 - a. Freight Up to 10
 - b. Passenger _____
9. Name of the Railroad Company: Omnitrax Inc. by its subsidiary Illinois Railway LLC.
10. Anticipated Project start date? May 14, 2019
11. Anticipated Project completion date? June 30, 2019
12. Who is performing the construction or demolition? Insured Contractor
13. If a Contractor:
 - a. Does the Railroad Company require the Contractor endorse its GL/AL policy deleting the railroad exclusionary language?
 - Yes No
 - b. What GL/AL limit does the Railroad Company require: \$1,000,000 per occurrence
 - c. Does the Railroad Company require the Contractor purchase Railroad Protective Liability coverage? Yes No
 - i. If "yes", what is the required policy limit? _____ (provide copy of Insurance Certificate)

RAILROAD QUESTIONNAIRE

- d. Confirm the Insured/Member requires it be named Additional Insured to the Contractor's liability and/or Railroad Protective coverage for the designated project. Yes No (Provide a copy of the endorsement)
- i. Provide the liability limits the Insured/Member requires: \$1,000,000 per occurrence
 - ii. Are Hold Harmless agreements required of the Contractor regarding the specified project? Yes No
 - iii. What is the minimum AM Best Rating the Insured/member requires of its contractor's insurance carriers? A+7
(Provide a copy of the contract)

David Gurib 5/7/2019
Executive Director
Kendall County Forest Preserve Dist.

PUBLIC ROAD CROSSING LICENSE

THIS PUBLIC ROAD CROSSING LICENSE is made this ___ day of _____ 2019 by and between the Illinois Railway, LLC (hereinafter "Licensor"), Kendall County Forest Preserve District (hereinafter "Licensee") and the United City of Yorkville (hereinafter "Co-Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties". Co-Licensee is made party to this license by way of FHA-IDOT specifications but is not subject to the same terms and conditions as Licensee and is not an included member of Party or Parties as described above.

RECITALS:

Licensee ~~and Co-Licensee~~ desires the construction, maintenance and use of a public road crossing (hereinafter "Road Crossing"), consisting of gravel, asphalt, or concrete roadway approaches, a 32 foot wide asphalt, crossing surface and all appurtenances thereto, including but not limited to any gates, cattle guards, stop signs, identification signs, drainage facilities, on, over and across the Licensor's right of way and tracks at the Kendall County Forest Preserve, located at Mile Post 51.59, at or near the United City of Yorkville, in Kendall County, Illinois, in the location shown on the attached ~~mapprint and legally described in~~ marked Exhibit A, attached and incorporated herein.

[NOTE: Exhibit A is only pages 10 and 11. Pages 12 through 17 can be deleted as that information is incorporated in the final ORDER of the ICC now included in Exhibit B]

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

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

ARTICLE I. LICENSOR GRANTS LICENSE

A. Licensor grants Licensee a license to use that portion of the Licensor's right-of-way for a roadway and to cross its right of way and tracks at the location shown on Exhibit A, subject to the terms and conditions set forth herein. In consideration of the license and permission granted herein, Licensee agrees to observe and abide by the terms and conditions of this License and to pay to the Licensor, in advance, a license fee of Two Thousand Dollars (\$2,000.00) for each and every year or fractional part thereof during the term of this License or any renewal thereof. Licensor will not execute this license until it receives a signed agreement from Licensee and in no event is entry under this license permitted until Licensor has executed it.

B. The payment by Licensee of any sum(s) in advance shall not create an irrevocable license for the period for which the same is/are paid. Licensor reserves the right to periodically adjust the rent herein at any time, by giving notice at any time, independent of the term of this License of such adjustment to Licensee at least thirty (30) days prior to the effective date of such adjustment. Such adjustments shall not exceed 1.3% per annum and license fee will not exceed Seven Thousand Five Hundred Dollars (\$7,500.00) per annum. Occupation of the Road Crossing by Licensee after such effective date shall be at such adjusted rent.

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

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

ARTICLE II. CONSTRUCTION OF ROAD CROSSING

A. Subject to applicable law and the final ORDER of the State Of Illinois, Illinois Commerce Commission, case T16-0003 attached and incorporated herein as Exhibit B/er appropriate order, Licensor shall furnish the materials for and install the portion of the Road Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail, the active railroad warning devices, and raise, or cause to be raised, any interfering wire line of Licensor. In performing this work, Licensor ~~shall, acting as the agent of Licensee, may~~ perform such work as is necessary to comply with the final ORDER attached as Exhibit B in the judgment of Licensor, and ~~Licensee shall, on demand, promptly reimburse Licensor~~ shall be reimbursed for the Licensor's costs ~~thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools pursuant to the STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION AGREEMENT for Railway-Highway Grade Crossing Improvements Local Public Agency, attached and incorporated herein as Exhibit C, entered into by the Licensor and Co-Licensee.~~

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

ARTICLE III. ROADWAY TO SERVE AS PUBLIC CROSSING

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

ARTICLE IV. USE

Licensee shall have no right to use or cross any other portion of Licensor's property,

unless by separate agreement, or to use the Road Crossing for any purposes other than as expressly permitted herein, and Licensee, as a further consideration, cause and condition without which this License would not have been granted, agrees to restrict its use to those purposes.

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

ARTICLE V. SIGHTING AT CROSSING

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

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

ARTICLE VI. INSURANCE

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

A. Commercial General Liability Insurance written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).

B. Workers' Compensation and Employers' Liability Insurance providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.

C. Business Automobile Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.

D. Umbrella Liability Insurance written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.

The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.

E. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents, shareholders, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

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

F. If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.

G. Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply

updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License. All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of Required Parties.

H. Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.

I. Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent or broker who have been instructed by Licensee to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensee fails to maintain or provide evidence to Licensor of any insurance coverage required under this License, Licensor may terminate this License effective immediately.

J. Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

ARTICLE VII. TERM

This License shall take effect as of May 1, 2019 and, unless sooner terminated as hereinafter provided, shall continue in force so long as such use as herein defined continues. Notwithstanding the foregoing, either Party may terminate this Agreement, for any reason, upon giving not less than thirty (30) days written notice to the other Party. Termination of this Agreement shall not affect any liabilities or obligations of the Parties which accrued prior to such termination.

ARTICLE VIII. INDEMNITY

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

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

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

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

CROSSING.

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

ARTICLE IX. ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

Licensor: Illinois Railway, LLC
Attn: Director – Real Estate
252 Clayton Street, 4th Floor
Denver, Colorado 80206

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

Co-Licensee: United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attn: City Administrator

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

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

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

Licensor: Illinois Railway, LLC

By: _____

Printed name: _____

Title: _____

Date: _____

Licensee: Kendall County Forest Preserve District

By: _____

Printed name: _____

Title: _____

Date: _____

Co-Licensee: United City of Yorkville

By: _____

Printed name: _____

Title: _____

Date: _____

EXHIBIT A

KCFPD Resolution No. 15-07
KCFPD Intergovernmental Agreement No. 15-07
Hoover Road Dedication

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE KENDALL COUNTY FOREST PRESERVE DISTRICT AND THE
UNITED CITY OF YORKVILLE, ILLINOIS

This Agreement made this 24th day of November, 2015 by and between the Kendall County Forest Preserve District (hereinafter the "*District*") and the United City of Yorkville, Kendall County, Illinois (the "*City*") a municipal corporation of the State of Illinois, is as follows:

WITNESSETH:

WHEREAS, the District is a body corporate and politic and a unit of local government within the State of Illinois; and

WHEREAS, the City is a municipal corporation and a unit of local government within the State of Illinois; and

WHEREAS, the District owns Hoover Drive in the Hoover Forest Preserve which is adjacent to pavement for Fox Road, located in Kendall Township as shown on Exhibit A ("the Subject Property"); and

WHEREAS, the City's municipal boundaries currently include a portion of Hoover Drive at the intersection of W. Fox Road; and

WHEREAS, the District wishes to dedicate a right-of-way for highway purposes over Hoover Drive to the City in order to support the construction of warning devices and railroad crossing safety gates by Illinois Railway, LLC coordinated by the Illinois Department of Transportation with support from federal transportation grant funding; and

WHEREAS, the District is aware that Hoover Drive has not been formally dedicated as a public roadway for use by the public for vehicular travel by the District or previous owners; and

WHEREAS, intergovernmental agreements between units of local government are authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*, Section 10, Article VII of the 1970 Illinois Constitution, and under 605 ILCS 5/9-101; and

WHEREAS, pursuant to 70 ILCS 805/6, a Forest Preserve District has the power to grant licenses, easements and rights-of-way for construction, operation and maintenance upon or across any property of such District of facilities for public service, subject to such terms and conditions as may be determined by such District; and

WHEREAS, Pursuant to 70 ILCS 805/5, The District may enter into contracts with local governmental entities for the District to pay any or all costs of improving and maintaining any roadway lying outside the district property but providing public access to the lands and facilities of the district; and

WHEREAS, the District is willing to dedicate a right-of-way for highway purposes over the Subject Property as a right-of-way to the City for "Hoover Road", drawn and legally described in Exhibit B ("Dedication Area") while the District shall retain its fee simple ownership of said Dedication Area; and

WHEREAS, the District understands that in conjunction with the dedication of a right-of-way for highway purposes over a portion of Hoover Road, the City is requesting that the District fully maintain the road, and indemnify and hold harmless the City in regard to said maintenance; and

WHEREAS, the City understands and agrees that the District shall retain fee simple title to the Dedication Area, and that should the City no longer utilize the right-of-way, the City shall have no right to sell or transfer its interests.

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the parties hereby agree as follows:

1. Incorporation of Preambles. The recitals contained in the Preamble hereto are material and are hereby incorporated as part of this Agreement as if fully restated herein. The parties shall fully cooperate with each other in carrying out the terms of this Agreement.
2. Dedication. The District shall upon passage of a Resolution approved by 2/3 of the members of the Kendall County Forest Preserve Commission execute the Plat of Dedication, which shall dedicate a right-of-way for highway purposes to the City over the Dedication Area, a copy of which is attached hereto and incorporated herein as Exhibit B
3. Consideration for Dedication. The City shall file the necessary documentation and cooperate in seeking the approval and installation of active crossing safety gates across the Hoover Road (currently Hoover Drive) railroad tracks of Illinois Railway, LLC as consideration for the use of the Dedication Area as a public right-of-way for highway purposes. Further, in consideration of the safety improvements for the public at large related to this right-of-way dedication, the District agrees to waive any compensation it would normally seek for the dedication of said roadway.
4. Maintenance. Pursuant to 70 ILCS 805/5, the District and City hereby agree that the dedicated right-of-way shall hereinafter be repaired and maintained by the District for such time as the roadway continues to provide public access to the lands and facilities of the District.
5. Hours of Entry. The City and District agree that the District shall have the right to close the Hoover Forest Preserve gates that cross the subject dedicated right-of-way between dusk and dawn of each day, and in doing so may effectively cordon off the end of the roadway that

lies within the Forest Preserve. Further, it is agreed that the Kendall County Sheriff's Office shall patrol the closed roadway and Forest Preserve during the time period described above.

6. Miscellaneous.

A. Choice of Law and Venue. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

B. Notices. All notices or other writings which any party hereto is required or permitted to give in connection with this Agreement shall be in writing and shall be served by personal delivery, which service shall be effective as of the date of such delivery, or mailed by registered or certified mail, return receipt requested, with proper postage prepaid, which service shall be effective two (2) business days after the date of such mailing, and addressed as follows or to such other person or address as either party may designate from time to time by written notice given to the other party pursuant hereto:

i. If to City: United City of Yorkville
Bart Olson, City Administrator
800 Game Farm Road
Yorkville, IL 60560

ii. with a copy to: Kathleen Field Orr
Yorkville City Attorney
800 Game Farm Road
Yorkville, IL 60560

iii. If to District: Kendall County Forest Preserve District
Attn: David Guritz, Director
110 West Madison Street
Yorkville, IL 60560

iv. with a copy to: Eric Weis
Kendall County State's Attorney
807 John Street
Yorkville, IL 60560

C. Severability. If any provisions of this Agreement are held to be invalid, such provisions shall be deemed to be excised therefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, which provisions shall be enforceable to the fullest extent possible.

D. Amendments. The parties agree that this Agreement and all Exhibits attached hereto may be amended only by the mutual consent of the parties by means of the same procedures used to adopt this Agreement and authorize its execution in the first instance.

- E. Headings. The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.
- F. Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- G. Singular and Plural. Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.
- H. Waiver. No waiver by either party of any breach of any term or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereof. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.
- I. Entire Agreement. Except as hereinafter expressly provided, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the entire Agreement of the parties.
- J. Assignment. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- K. Termination. This Agreement may be terminated only by mutual consent of all of the parties acknowledged in writing.
- L. Relationship. Nothing contained in this Agreement, nor any act of the District or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the District or the City.
- M. Authority to Execute Agreement. The District and the City each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate governmental action to execute this Agreement.
- N. Indemnity. To the fullest extent authorized by law, the District shall indemnify and hold harmless the City and its respective past, present and future Council members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands, suits, damages, charges, judgments, costs and expenses that may arise from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims are due to any negligent or willful acts of the District in its performance under this Agreement or in their performance of the road maintenance on Hoover (Drive) Road, Yorkville, Illinois.
- O. Remedies. In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to

reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

P. **Breach.** In the event of any breach of, or default, under this Agreement, the parties shall give prompt written notice of such alleged breach or default and the party receiving such notice shall have thirty (30) days after receipt of such notice to cure such alleged breach or default, prior to the seeking of any remedy provided for herein, provided, however, that said thirty (30) day period shall be reasonably extended if the defaulting party has initiated the cure of said breach of default and is diligently proceeding therewith. Notwithstanding the above, should the City fail to perform its obligations as listed in Paragraph 3 above, this agreement shall be rendered void and all further obligations upon the District herein shall cease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed all as of the day and year first above written.

KENDALL COUNTY FOREST PRESERVE DISTRICT

By: 
Jeff Wehri, President

Board of Commissioners

Aye: 9
Nay: 0
Abstain: 0

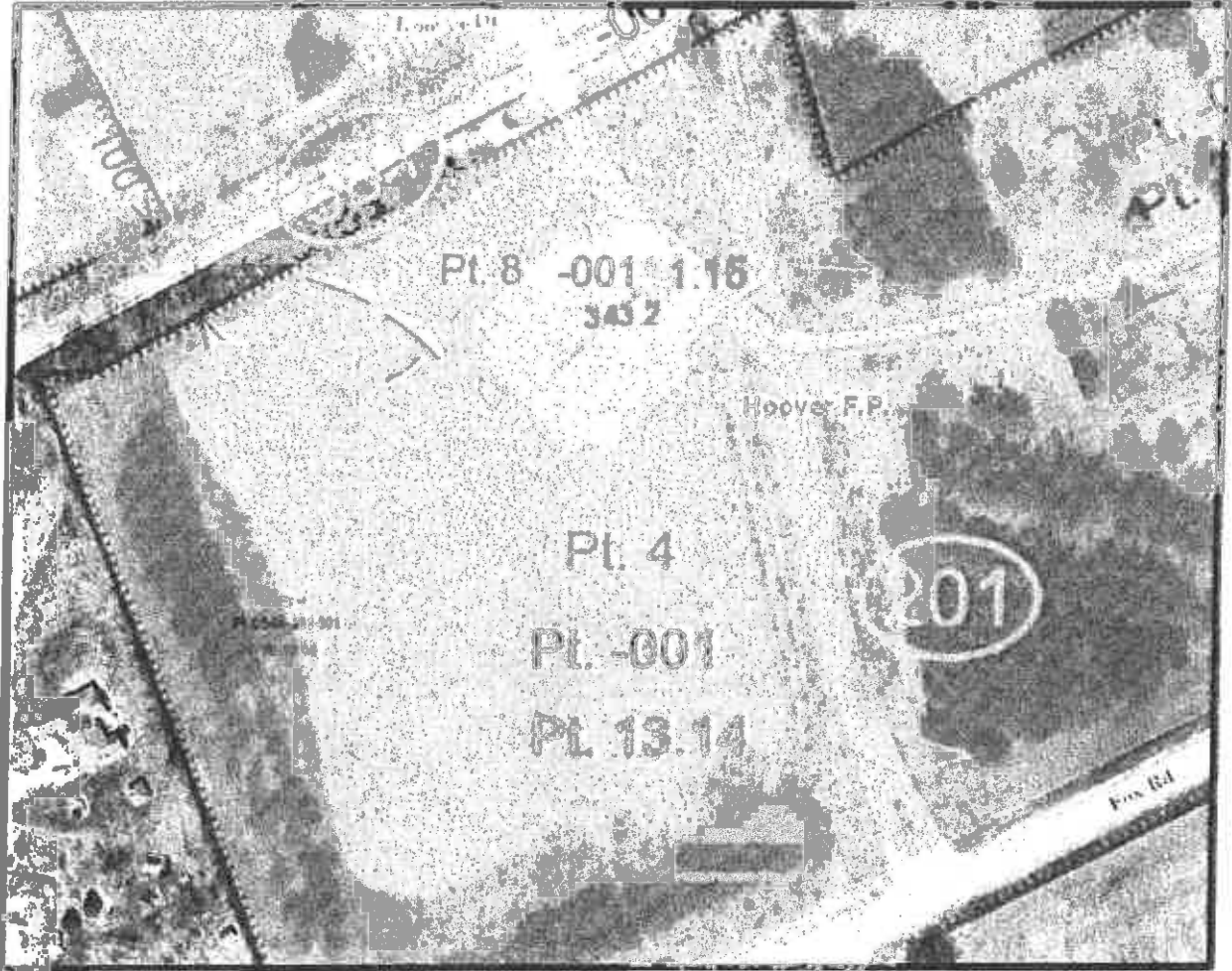
ATTEST: 
Elizabeth Flowers, Secretary

UNITED CITY OF YORKVILLE

By: 
Gary Golinski, Mayor

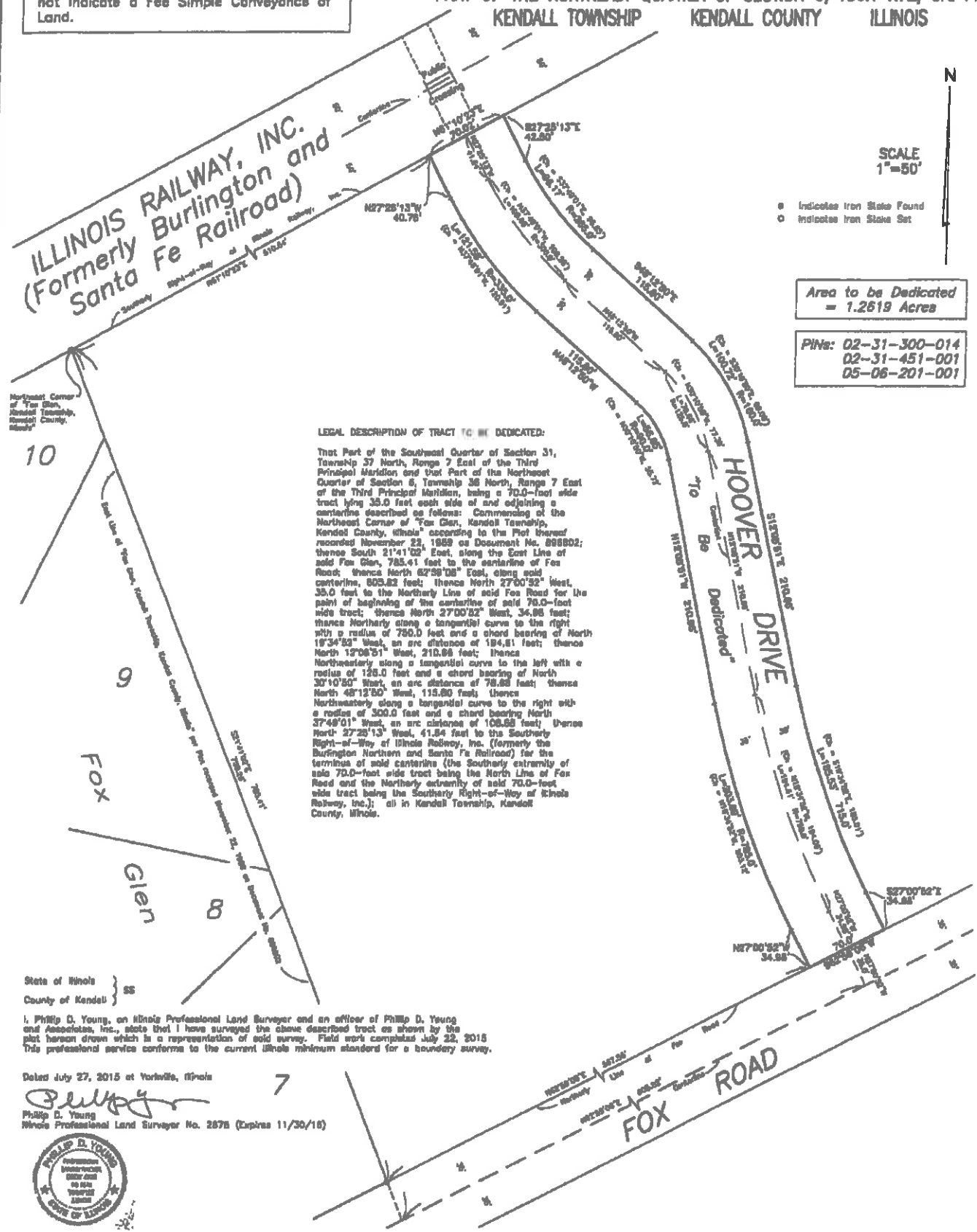
ATTEST: 
Beth Warren, City Clerk

**Intergovernmental Agreement #15-07:
Exhibit A: Subject Property – Hoover Drive**



NOTE: This Dedication is a Right-of-Way for Purpose of a Public Street and does not indicate a Fee Simple Conveyance of Land.

PLAT OF DEDICATION OF
PART OF THE SOUTHEAST QUARTER OF SECTION 31, T37N-R7E and
PART OF THE NORTHEAST QUARTER OF SECTION 6, T36N-R7E, 3rd PM
KENDALL TOWNSHIP KENDALL COUNTY ILLINOIS



LEGAL DESCRIPTION OF TRACT TO BE DEDICATED:

That Part of the Southeast Quarter of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian and that Part of the Northeast Quarter of Section 6, Township 36 North, Range 7 East of the Third Principal Meridian, being a 70.0-foot wide tract lying 35.0 feet each side of and adjoining a centerline described as follows: Commencing at the Northeast Corner of "Fox Glen, Kendall Township, Kendall County, Illinois" according to the Plat thereof recorded November 23, 1989 as Document No. 898802; thence South 21°41'02" East, along the East Line of said Fox Glen, 785.41 feet to the centerline of Fox Road; thence North 62°59'08" East, along said centerline, 805.82 feet; thence North 27°00'52" West, 35.0 feet to the Northern Line of said Fox Road for the point of beginning of the centerline of said 70.0-foot wide tract; thence North 27°00'52" West, 34.86 feet; thence Northerly along a tangential curve to the right with a radius of 750.0 feet and a chord bearing of North 19°34'53" West, an arc distance of 184.61 feet; thence North 12°06'51" West, 210.88 feet; thence Northwesterly along a tangential curve to the left with a radius of 125.0 feet and a chord bearing of North 30°10'50" West, an arc distance of 78.88 feet; thence North 48°12'50" West, 115.80 feet; thence Northwesterly along a tangential curve to the right with a radius of 300.0 feet and a chord bearing North 27°48'01" West, an arc distance of 108.88 feet; thence North 27°33'13" West, 41.84 feet to the Southern Right-of-Way of Illinois Railway, Inc. (formerly the Burlington Northern and Santa Fe Railroad) for the terminus of said centerline (the Southern extremity of said 70.0-foot wide tract being the North Line of Fox Road and the Northern extremity of said 70.0-foot wide tract being the Southern Right-of-Way of Illinois Railway, Inc.); all in Kendall Township, Kendall County, Illinois.

State of Illinois }
County of Kendall } ss

I, Phillip D. Young, an Illinois Professional Land Surveyor and an officer of Phillip D. Young and Associates, Inc., state that I have surveyed the above described tract as shown by the plat hereon drawn which is a representation of said survey. Field work completed July 22, 2015. This professional service conforms to the current Illinois minimum standards for a boundary survey.

Dated July 27, 2015 at Yorkville, Illinois
Phillip D. Young
Phillip D. Young
Illinois Professional Land Surveyor No. 2876 (Expires 11/30/18)



STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

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

Petitioner

v.

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

Respondents

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

T16-0003

ORDER

By the Commission:

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

No party contested the requests of the Petition or filings.

PROCEDURAL HISTORY

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

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

RESPONDENT IL RAILWAY'S POSITION

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

STAFF'S POSITION

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

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

PROPOSED ORDER

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

FINDINGS AND ORDERING PARAGRAPHS

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

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

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

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

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

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

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

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



BRIEN SHEAHAN
CHAIRMAN

JUDGE
SECTION CHIEF
ORDERS SUPERVISOR



ILLINOIS COMMERCE COMMISSION

United City of Yorkville, Illinois, a municipal corporation,
Petitioner,

v.

Illinois Railway, LLC
430 West Madison Street
Ottawa, Illinois 61350

And

Illinois Department of Transportation,

And

OmniTRAX
252 Clayton Street
Fourth Floor
Denver, Colorado 80206,
Respondents

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

T16-0003

**SERVED
ELECTRONICALLY
OR BY MAIL**

TO ALL COUNSEL OF RECORD:

ADMINISTRATIVE LAW JUDGE'S PROPOSED ORDER

Attached is a copy of the Administrative Law Judge's Proposed Order in the above referenced matter.

The Administrative Law Judge's Proposed Order is being sent to you pursuant to the Commission's Rules of Practice (83 Ill. Adm. Code 200). Your case is a "contested case" or "licensing case" as defined in Section 200.40 of the Rules and, therefore, the Administrative Law Judge is required under Section 200.820 to issue a Proposed Order to all parties.

Under Section 200.830 of the Rules, exceptions to the Proposed Order and replies thereto may be filed by the parties within the time periods established by the rules or such other times as fixed by the Administrative Law Judge. The times for filing Briefs on Exceptions and Briefs in Reply to Exceptions are 14 days and seven days, respectively.

Entered: August 31, 2016

Latrice Kirkland-Montague
Chief Administrative Law Judge
Review & Examination Program

LKM:rsc

Service List

Kathleen Field Orr
Kathleen Field Orr & Associates
53 W. Jackson Blvd., Suite 964
Chicago, IL 60604 *
kfo@kfoassoc.com

Omer Osman
Director of Highways - IDOT
2300 South Dirksen Parkway, Room 205
Springfield, IL 62764 *
jason.johnson@illinois.gov

John T. Sharkey
CTC, Inc.
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Elgin, IL 60124 *
jsharkey@ctcinc.com

William M. Barnes
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Springfield, IL 62764 *
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Lawrence D. Parrish
Assistant Chief Counsel
Illinois Department of Transportation
100 W. Randolph, Ste. 6-800
Chicago, IL 60601 *
lawrence.parrish@illinois.gov

Jason Scott
Vice President Signals and Communications
OmniTRAX, Inc., for Illinois Railway, LLC
252 Clayton Street, 4th Floor
Denver, CO 80206 *
jpscott@omnitrax.com

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

Gary Golinski
Mayor
City of Yorkville
800 Game Farm Road
Yorkville, IL 60560 *
Fax:(630) 553-7575

Brian A. Vercruyse
Rail Safety Specialist
Railroad Section
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701 *
bvercruy@icc.illinois.gov

Jennifer R. Kuntz
Assistant Chief Counsel
Illinois Department of Transportation
2300 South Dirksen Parkway, Room 313
Springfield, IL 62764 *
jennifer.kuntz@illinois.gov

Tommy Gibson
Divisional General Manger
Illinois Railway, Inc.
430 West Madison
Ottawa, IL 61350 *
tgibson@omnitrax.com

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

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

Petitioner

v.

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

Respondents

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

T16-0003

PROPOSED ORDER

By the Commission:

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

No party contested the requests of the Petition or filings.

PROCEDURAL HISTORY

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

On July 25, 2016, the City filed Group Exhibit 1, which included the location map, plat, jurisdictional transfer information, and pictures associated with the Hoover Road grade crossing of the IR. The City also late filed Exhibit 2, a letter to Staff that provided the daily use statistics at the Hoover Forest Preserve site.

On July 28, 2016, Staff filed a draft Proposed Order, the terms of which had been coordinated with all the parties. On August 30, 2016, the record was marked "Heard and Taken."

PETITIONER'S EVIDENCE

Hoover Road crosses at grade one railroad track owned and operated by the IR (a subsidiary of OmniTRAX), which was acquired from the BNSF Railway in 1997. Hoover Road extends in a northeast-southwest direction approximately 1,055 feet north of West Fox Road to the northern boundary of the IR line where there is an existing highway-rail grade crossing identified as a Private Crossing. The existing crossing is a twenty-four feet (24') wide timber crossing equipped with Crossbuck warning signs and separate STOP signs.

On the northwest quadrant crossbuck post there is a USDOT inventory sign identifying the crossing as AAR/DOT #065 039J (milepost 51.45). However, this number is assigned in the Federal Railroad Administration's (FRA) database to a pedestrian tunnel approximately 100 feet east of the Hoover Road crossing.

The property adjacent to the Hoover Road crossing was purchased by the Kendall County Forest Preserve District ("District") from the Boy Scouts of America and became the Hoover Forest Preserve. The District has subsequently improved the property with lodge rentals, outdoor education programs, pre-school, camping facilities and other recreational features and improvements for public use.

The total number of visitors to the Hoover Forest Preserve is estimated at 80,000 per year. Depending upon the activity and time of year, the daily number of visitors to the preserve could range from 50 to over 700.

The right-of-way of Hoover Road from Fox Road to the north right-of-way line of the IR line was transferred by an Intergovernmental Agreement, dated November 24, 2015, between the District and the City, becoming a public right-of-way under the jurisdiction of the City. The City approved the Intergovernmental Agreement by its Resolution Number 2015-22, adopted November 24, 2015

Automatic flashing light signals, bell and gates controlled by appropriate warning control circuitry are proposed to be installed at the Hoover Road crossing. Funding for the

proposed crossing signals has been secured through the Illinois Department of Transportation (IDOT), utilizing the 23 USC Section 130 Safety Fund. Such devices are, by public convenience and necessity, required to provide safe and efficient access to the Hoover Forest Preserve.

RESPONDENT IL RAILWAY'S POSITION

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

STAFF'S POSITION

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

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

PROPOSED ORDER

A Proposed Order was served on the Parties on September 1, 2016.

FINDINGS AND ORDERING PARAGRAPHS

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

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

- (4) The Illinois Railway should provide a cost estimate to all parties for the installation of the new warning devices within sixty (60) days from the date of this Order;
- (5) That Illinois Railway should provide warning device plans for approval by filing a Form 3 of Section 1535 of Title 92 of the Illinois Administrative Code;
- (6) All work should be completed within twelve (12) months from the date of this Order;
- (7) The costs associated with the installation of the active railroad warning devices should be the responsibility of the United City of Yorkville via the funding provided from the Illinois Department of Transportation, utilizing the 23 USC Section 130 Safety Fund;
- (8) The maintenance costs associated with the warning devices and crossing surface at the Hoover Road grade crossing should be the responsibility of the Illinois Railway Company;
- (9) 625 ILCS 5/18c-1701 and 1704 require each "person", as defined by Section 18c-1104, to comply with every regulation or order of the Commission. These sections further provide that any person who fails to comply with a Commission regulation or order shall forfeit to the state not more than \$1,000 for each such failure, with each day's continuance of the violation being considered a separate offense. While the Commission expects all parties to comply with this Order in all matters addressed herein and in a timely manner, the Commission advises that any failure to comply may result in the assessment of such sanctions;

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the Hoover Road grade crossing the Illinois Railway's track be designated as a public crossing, with the Illinois Railway Company installing new automatic flashing light signals, gates, and a bell controlled by constant warning time circuitry in accordance with Findings (2) through (9).

IT IS FURTHER ORDERED that Illinois Railway shall file a Form 3 of Section 1535 of Title 92 of the Illinois Administrative Code, and shall receive approval by resolution of the Commission Transportation Bureau Rail Safety Program Administrator.

IT IS FURTHER ORDERED that Illinois Railway shall submit a completely updated United States Department of Transportation Inventory Form (#6180.71) to the Director of Processing and Information, Transportation Bureau of the Commission.

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

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

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

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

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

By Order of the Commission this ____ day of _____ 2016.

BRIAN SHEAHAN
CHAIRMAN

Route: **HOOVER DRIVE (MUN 2730)**
Section: **13-F3001-00-SP**
County: **Kendall**
Project: **0093(015)**
Job No: **C-93-036-14**
Agreement No: **N/A**
AAR/DOT NO. **066039J**

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
AGREEMENT
for
Railway-Highway Grade Crossing Improvements
Local Public Agency**

This agreement, hereinafter referred to as the "Agreement", made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and the Local Public Agency, United City of Yorkville (Kendall County), State of Illinois, acting by and through its City Council, hereinafter referred to as the "LPA" , and the Illinois Railway, LLC (IR), hereinafter referred to as the "COMPANY"; collectively referred to as the "PARTIES" and individually referred to as "PARTY".

WITNESSETH:

WHEREAS, in the interest of public safety the STATE proposes to improve crossing warning signal devices, hereinafter referred to as the "Project", at the location listed on the attached Exhibit A, and as shown on the Exhibit A's location map; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal funds which are provided under applicable Federal act, law or appropriation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

SECTION 1. The Project covered under this Agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE and the COMPANY shall be governed by the applicable provisions of the Federal-Aid Policy Guide, Part 646, dated December 9, 1991, and any supplements or amendments thereto hereinafter referred to as the

"Policy Guide". The COMPANY shall meet the Buy America requirements specified in 23 CFR 635.410. Upon completion of the COMPANY's work, the COMPANY shall sign and return with its Final Invoice, the Certification of Compliance with Buy America, attached hereto as Exhibit B.

SECTION 2. The COMPANY shall prepare the detailed plans (including surveys and other engineering services), and detailed estimates of cost. The detailed plans shall be submitted to the Illinois Commerce Commission (ICC) in accordance with Section 5 of this Agreement and estimates shall be submitted to the STATE for their approval.

SECTION 3. The completed crossing warning devices shall conform to Part VIII of the most current edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD. Barrier systems, such as guardrail and impact attenuators should not be used at railroad grade crossings except in extraordinary circumstances. Approval for the erection of any roadside barrier by the COMPANY must be obtained in writing in advance from the LPA. LPA shall notify STATE in writing of such request prior to LPA's approval.

SECTION 4. All required installation work at the grade crossing(s) shall be performed by the COMPANY with its own forces or in accordance with 23 CFR, part 646.216. In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall provide the Department with a list of the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work. Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid Projects as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

SECTION 5. The COMPANY will not begin to work without written authorization from the STATE to proceed. The COMPANY shall file a form 1 or form 3 Petition of Illinois Administrative Code 1535 with the Illinois Commerce Commission (ICC) showing details of the automatic warning devices herein required, and shall receive approval thereof by X-Resolution before commencing with the installation. Upon receipt of authorization from the STATE and the ICC, the COMPANY

shall promptly schedule the work set forth in the Agreement and shall notify in writing the agencies listed on Exhibit A, a minimum of twenty-one (21) days before commencing work. Any work performed prior to this notification will be considered non-reimbursable.

SECTION 6. The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform. The COMPANY, for performance of its work as herein specified, shall bill the STATE immediately, for its share of Preliminary Engineering costs incurred to date upon receiving authorization to proceed with construction, and, may bill the STATE monthly for the STATE's share of the cost of materials purchased, delivered and stored on the COMPANY's property but not yet installed. The materials will become the property of the STATE and must be designated for exclusive use on the Project.

In the event the COMPANY fails to install the stored material within one year of the fully executed agreement date, the State may provide a written notice to the COMPANY, requiring the COMPANY to promptly deliver the stored material to a location indicated in writing by the STATE. Upon delivery, the STATE shall then take possession of said material for the STATE's own use. The delivery of the material to the STATE shall in no way serve to terminate this Agreement or affect the other provisions of this Agreement and in addition shall not affect the COMPANY's right to claim payment for stockpiled material to replace that taken by the STATE. In the event of any loss of material after payment, the COMPANY will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hour notice.

SECTION 7. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly for the STATE's share of its expense as incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed, plus allowable FHWA approved additives. Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and FHWA. Indirect overhead or general and administrative expenses, or those

expenses which may be classified as such under generally accepted accounting principles are not eligible for reimbursement on this Project.

The STATE after verifying that the bills are reasonable and proper shall promptly reimburse the COMPANY in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted. Payment under this paragraph shall not be claimed for any progressive invoice totaling less than \$500. The progressive invoices may be rendered on the basis of an estimated percentage of work completed.

The COMPANY, upon the completion of the work, shall, within one hundred twenty (120) calendar days, render to the STATE a detailed final invoice of the actual cost and expense as incurred by it or for its account. After the STATE's representatives have checked the progressive invoices and the final invoice and they have agreed with the COMPANY's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall promptly reimburse the COMPANY in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted, for the amount of the final invoice, except that for any portion of the final invoice in excess of the estimated cost of such excess costs as shown in Section 6, the STATE may withhold payment of such excess costs until the COMPANY has provided reasonable backup detail as requested by the STATE to justify the additional cost, and the STATE shall promptly review such backup detail as provided by the COMPANY and shall thereafter promptly pay the costs in excess of the estimated costs unless reasonable exception is taken thereto. If the parties cannot reach agreement on reimbursement of the COMPANY's costs above the estimated costs, each Party retains all legal and equitable remedies regarding the payment of same; such reimbursements, however, are subject to the provisions of Section 13 hereof.

All invoices shall be clearly marked as "progressive invoice" or "final invoice", as applicable, and should be sent to:

Illinois Department of Transportation
Attn: Fiscal Control Unit
Bureau of Local Roads and Streets
2300 S. Dirksen Parkway
Springfield, IL 62764

The COMPANY shall maintain, for a minimum of three (3) years after the date of the final bill, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract, which may be stored on electronic files, shall be available for review and may be audited by the AUDITOR GENERAL. The COMPANY agrees to cooperate fully with any audit conducted by the AUDITOR GENERAL and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the federal or STATE representatives have audited the expenses as incurred by the COMPANY, including such amounts as may have been suspended from any previous payment, the STATE shall promptly reimburse the COMPANY for the suspended amounts, less the deduction of any item(s) of expense as may be found by the federal or STATE representatives as not being eligible for reimbursement. If the total of the item(s) of expense as may be found by the federal or STATE representatives as not being eligible for reimbursement exceeds the retained percentage plus any amounts which may have been suspended, then the COMPANY shall promptly reimburse the STATE for the overpayment.

SECTION 8. The crossing warning signal system should be placed in service immediately after the installation is completed. The COMPANY shall notify the STATE in writing of the date of

the completed installation. The STATE will perform a final inspection upon receiving the written notification.

SECTION 9. When construction of this Project is completed, and so long as State law shall so require, the COMPANY shall maintain at its expense or, by agreement with others, provide for maintenance of the crossing warning signal devices.

SECTION 10. If at any time subsequent to the completion of this improvement, the tracks in the area of the crossing are eliminated for any reason whatsoever, then the said signal system may be removed, relocated and reinstalled at another grade crossing of the COMPANY mutually designated and agreed to by the Parties hereto and subject to the approval of the public authorities having any jurisdiction. The reinstalled signal system shall thereafter be subject to the terms of this Agreement.

SECTION 11. In compliance with the Federal-Aid Policy Guide, dated December 9, 1991, Section 646.210, the railroad work as herein contemplated requires no contribution from the COMPANY, however the COMPANY agrees to contribute zero percent (0%) of the cost of this Project. Per the alternative Federal-State procedure in 23 C.F.R. § 646.220, the STATE will have a representative present at the job site during construction to certify the work and to assure that all work and materials meet the requirements, is complete, acceptable and in accordance with the terms of this Agreement.

SECTION 12. In the event that delays or difficulties arise in securing necessary federal or state approvals, or in acquiring rights-of way, or in settling damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the Project, then at any time before construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this Agreement shall thereupon terminate. In the event of cancellation, the STATE shall reimburse the COMPANY for all eligible cost and expense incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE.

SECTION 13. It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the disadvantaged business enterprise requirements of 49 CFR Part 26 apply to this Agreement. The COMPANY agrees to take all necessary and reasonable steps to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of this Agreement. The COMPANY, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply. Pursuant to 820 ILCS 130/4, COMPANY is hereby notified "the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website".

SECTION 14. This Agreement shall be binding upon the Parties hereto, their successors or assigns.

SECTION 15. The COMPANY shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, the COMPANY shall notify the STATE in writing the cause for the delay before the one-year deadline has expired. Otherwise, the STATE will consider petitioning the Illinois Commerce Commission to order the work to be completed.

SECTION 16. At the time this Agreement was executed, there were funds available for the Project; however, obligations assumed by the STATE under this Agreement shall cease

immediately, without penalty or payment beyond that which the COMPANY has already accumulated, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the Project.

SECTION 17. The COMPANY was hereby requested and authorized to accrue costs by the STATE, to perform the necessary preliminary engineering to develop an estimate of cost for the proposed work described on Exhibit A, on March 6, 2014. The COMPANY hereby agrees to not invoice the STATE until such time this Agreement is fully executed.

SECTION 18. The COMPANY certifies its correct Federal Taxpayer Identification Number, as indicated on the attached Exhibit C.

SECTION 19. This Agreement shall be construed and interpreted according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

COMPANY: Illinois Railway LLC

Accepted By: _____

Typed name: Hubert Cassner

Typed title: Manager

Date: 3/26/2019

LPA: United City of Yorkville

Accepted By: _____

Typed name: _____

Typed title: _____

Date: _____

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

Matt Magalis
Acting Secretary

Date

Joanne Woodworth
Chief Fiscal Officer

Date

Paul A. Loete, P.E.
Director, Highways Project Implementation

Date

Philip C. Kaufmann
Chief Counsel

Date

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: Illinois Railway, LLC
AAR/DOT No: 065039J
RR M.P.: 51.45
Roadway: Hoover Drive (MUN 2730)
Location: At the Illinois Railway Tracks

EXISTING CONDITIONS:

Crossbucks

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

1. Install Automatic flashing LED light signals with bells and gates controlled by constant warning time circuitry with event recorder and remote monitor system.
2. Incidental work necessary to complete the items hereinabove specified.
3. CFDA Number: 20.205 (information is available at <http://www.cfda.gov>)

DESCRIPTION OF WORK TO BE DONE BY THE LPA:

Local Public Agency (LPA) agrees to provide at its expense any necessary advance warning signs and pavement markings as required by the most current edition of the following documents: IDOT Standard Specifications for Road and Bridge Construction, Supplemental Specifications and Recurring Special Provisions, Highway Standards for Temporary Traffic Control, National Manual on Uniform Traffic Control Devices ("MUTCD") and the Illinois Supplement to the MUTCD. When a marked traffic detour is required, the LPA at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic.

- No additional work to be performed by the LPA.
Additional work will be performed by the LPA and funded by the Federal Railway-Highway Crossing Program (Section 130) will be under a separate agreement with the STATE.

ATTACHMENTS:

1. Location Map (consisting of one page)
2. COMPANY's Estimate (consisting of _____ pages)
3. General Plan Layout (consisting of _____ pages)

PROGRAM COST ESTIMATE:

\$ 250,000

COMPANY COST ESTIMATE:

Total (100.0%) \$ _____
(To be filled in by the RAILROAD)

Federal Participation (100.0%) \$
(To be completed by the STATE)

COMPANY Participation (0.0%) \$
(To be completed by the STATE)

LPA Participation (0.0%) \$
(To be completed by the STATE)

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

Illinois Department of Transportation
Bill Pearsall, Highway-Railway Safety Engineer
2300 South Dirksen Parkway, Room 005
Springfield, Illinois 62704
(217) 785-2986
william.pearsall@illinois.gov

Illinois Railway, LLC
Jason Scott, Vice President of Signals & Communications
252 Clayton Street, 4th Floor
Denver, CO 80206
(303) 398-4528
jpscott@omnitrax.com

Ken Rose, Director of Engineering & Environmental Services
252 Clayton Street, 4th Floor
Denver, CO 80206
(303) 398-4549
krose@omnitrax.com

United City of Yorkville
Eric Dhuse, Director of Public Works
800 Game Farm Road
Yorkville, Illinois 60560
(630) 553-4349
edhuse@yorkville.il.us

SUBMIT ALL BILLS FOR THE STATE'S SHARE TO:

Illinois Department of Transportation
Attn: Fiscal Control Unit
Bureau of Local Roads and Streets
2300 S. Dirksen Parkway
Springfield, IL 62764



MapSource/TrackScape

Hoover Forest Preserve

Location Map

Hoover Drive at Illinois Railway, LLC Tracks

United City of Yorkville

Kendall

Section No.: 13-F3001-00-SP

Job No.: C-93-036-14

Project No.: 0093(015)

AAR DOT: 065039J

RR Milepost: 51.45

EXHIBIT B

**ILLINOIS DEPARTMENT OF TRANSPORTATION
BUY AMERICA**

CERTIFICATE OF COMPLIANCE

Agreement No.

Job No.

C-93-036-14

WE, Illinois Railway, LLC
(UTILITY/RAILROAD OWNER)

Address: 430 West Madison Street, Ottawa, Illinois 61350

Hereby certify that we are in compliance with the "Buy America" requirements of this project.

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance. These file will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by
Printed Name


Aubrey Cassner

Title

Manager

26th day of March, 2019

EXHIBIT C
TIN CERTIFICATION

The COMPANY certifies that:

1. The number shown on this form is the COMPANY's correct taxpayer identification number (or the COMPANY is waiting for a number to be issued to them), and
2. The COMPANY is not subject to backup withholding because: (a) the COMPANY is exempt from backup withholding, or (b) the COMPANY has not been notified by the Internal Revenue Service (IRS) that the COMPANY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the COMPANY, that the COMPANY is no longer subject to back-up withholding, and
3. The COMPANY's person with signatory authority for this Agreement is a U. S. person (including a U.S. resident alien).

Taxpayer Identification Number: 75-2731057

Legal Status

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input checked="" type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |

KENDALL COUNTY TREASURER
 FUND BALANCES
 Balances as of: 04/30/19

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 05/01/19
 Page 001

	Budget	MTD	YTD	%Budget

FOREST PRESERVE				

Beginning Balance 12/01/18			344,356.29	
ADMINISTRATION				
Receipts:				
27010001100	CURRENT TAX	595,374.00	.00	.00
27010001135	INTEREST INCOME	700.00	139.97	542.95
27010001305	BOND INTEREST	.00	.00	.00
27010001325	OTHER	6,500.00	.00	.00
27010001330	TRFR - COUNTY GENERAL FUND	.00	.00	.00
27010001335	DONATIONS	500.00	.00	.00
27010001500	PICNIC FEES & SHELTER RENTAL	.00	.00	.00
27010001502	LAND CASH	.00	.00	.00
27010001503	PRESERVE IMPROVEMENTS-GRANTS	.00	.00	.00
27010001505	GRANTS - LAND ACQUISITION	.00	.00	.00
27010001514	FARM LICENSE REVENUE	151,030.00	625.00	12,227.19
27010001518	SECURITY DEPOSITS	.00	.00	.00
27010001519	CREDIT CARD FEE	3,000.00	364.58	1,226.34
		757,104.00*	1,129.55*	13,996.48*
				1.85*
Expenditures:				
27020003913	CONTINGENCY	.00	.00	.00
27020006101	SALARY - FULL TIME	142,035.00	10,963.12	54,663.99
27020006102	SALARY - PART-TIME	14,250.00	423.75	1,910.10
27020006115	BOARD PER DIEM	3,200.00	360.00	1,870.00
27020006128	SALARIES - PART-TIME - ENVIRONMENTAL	.00	.00	.00
27020006151	CONTRACTUAL RECORDER	.00	.00	.00
27020006200	OFFICE SUPPLIES & POSTAGE	7,700.00	717.33	3,222.46
27020006203	DUES/MEMBERSHIPS	1,200.00	.00	275.00
27020006204	CONFERENCES	2,000.00	478.00	747.80
27020006207	TELEPHONE	.00	.00	.00
27020006209	LEGAL PUBLICATIONS	400.00	.00	169.88
27020006215	CONTRACTUAL SERVICE	2,250.00	.00	.00
27020006216	EQUIPMENT	.00	.00	.00
27020006300	TRANSFER TO IMRF/SS FUND	24,287.00	1,769.52	8,874.56
27020006351	ELECTRIC	2,940.00	338.27	1,378.10
27020006549	AUDIT FUND	7,750.00	.00	7,500.00
27020006831	SOFTWARE LICENSE FEE (RECPRO)	.00	.00	.00
27020006834	FARM LEASE CONTRACT EXPENSES	500.00	.00	870.45
27020006836	HISTORIC COURTHOUSE EXPENSES	.00	.00	.00
27020006838	INSURANCE REIMB	48,088.00	.00	.00
27020006839	MEDICAL INSURANCE REIMB	38,970.00	1,696.45	8,456.60
27020006841	JIM PHILLIPS MEMORIAL EXPENSES	.00	.00	.00
27020006843	PROMOTION/PUBLICITY	5,000.00	127.52	3,240.12
27020006844	NEWSLETTER	400.00	.00	.00
27020006846	LAND ACQUISITION-LAND CASH	.00	.00	.00
27020006853	PRESERVE IMPROVEMENTS	.00	.00	.00
27020006854	CONTRIBUTIONS	.00	.00	1,500.00
27020006855	LAND ACQUISITION - GRANTS	.00	.00	.00
27020006859	INSURANCE DEDUCTABLE	10,000.00	.00	.00
27020007079	ENVIRONMENTAL EDUC PRESENTERS	.00	.00	300.00
27020007088	SECURITY DEPOSIT REFUNDS	.00	.00	.00
27020007090	CREDIT CARD FEE	4,000.00	402.24	1,647.79
27020009999	CAPITAL EXPENDITURES	.00	.00	.00
		314,970.00*	17,276.20*	96,626.85*
				30.68*

KENDALL COUNTY TREASURER
 FUND BALANCES
 Balances as of: 04/30/19

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 05/01/19
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	Budget	MTD	YTD	%Budget

ELLIS HOUSE				
ELLIS HOUSE				
Receipts:				
27011001335 DONATIONS - ELLIS HOUSE	.00	.00	.00	.00
27011001517 SECURITY DEPOSIT REVENUE - ELLIS	.00	.00	.00	.00
27011001519 ELLIS CREDIT CARD REVENUE	.00	.00	.00	.00
27011001570 ELLIS CENTER HOUSE	.00	.00	.00	.00
	.00*	.00*	.00*	.00*
Expenditures:				
27021006122 SALARY PT - ELLIS HOUSE	8,851.00	544.40	3,796.83	42.90
27021006301 IMRF & SS EXPENSE - ELLIS HOUSE	1,240.00	75.41	552.45	44.55
27021007075 MEDICAL INS - ELLIS HOUSE	.00	.00	.00	.00
27021007076 UTILITIES - ELLIS HOUSE	6,420.00	819.54	2,796.94	43.57
27021007077 OFFICE SUPPLIES & POSTAGE - ELLIS HO	1,000.00	411.67	993.92	99.39
27021007079 VOLUNTEER EXP - ELLIS	.00	.00	.00	.00
27021007080 GROUNDS & MAINT - ELLIS HOUSE	5,500.00	310.38	1,394.59	25.36
27021007085 MEMBERSHIPS - ELLIS HOUSE	.00	.00	.00	.00
27021007090 CREDIT CAR FEE EXPENSE - ELLIS	.00	.00	.00	.00
	23,011.00*	2,161.40*	9,534.73*	41.44*

ELLIS BARN				
Receipts:				
27011011570 ELLIS CENTER BARN	.00	.00	.00	.00
	.00*	.00*	.00*	.00*
Expenditures:				
27021016122 SALARY PT - ELLIS BARN	8,851.00	907.65	4,325.38	48.87
27021016301 IMRF & SS EXP - ELLIS BARN	1,240.00	106.27	501.38	40.43
27021017075 MEDICAL INS - ELLIS BARN	.00	.00	.00	.00
27021017076 UTILITIES - ELLIS BARN	6,420.00	.00	.00	.00
27021017080 GROUNDS & MAINT - ELLIS BARN	2,000.00	165.00	648.87	32.44
27021017085 MEMBERSHIPS - ELLIS BARN	.00	.00	.00	.00
	18,511.00*	1,178.92*	5,475.63*	29.58*

ELLIS GROUNDS				
Receipts:				
27011021570 ELLIS CENTER GROUNDS	.00	.00	.00	.00
	.00*	.00*	.00*	.00*
Expenditures:				
27021026122 SALARY PT - ELLIS GROUNDS	17,701.00	1,763.65	6,490.72	36.67
27021026301 IMRF & SS EXP - ELLIS GROUNDS	2,480.00	253.08	916.41	36.95
27021027075 MEDICAL INS - ELLIS GROUNDS	.00	.00	.00	.00
27021027076 UTILITIES - ELLIS GROUNDS	.00	.00	.00	.00
27021027080 GROUNDS & MAINT - ELLIS GROUNDS	5,500.00	97.95	887.44	16.14
27021027085 MEMBERSHIPS - ELLIS GROUNDS	.00	.00	.00	.00
	25,681.00*	2,114.68*	8,294.57*	32.30*

ELLIS CAMPS				
Receipts:				
27011101135 DONATIONS - ELLIS CENTER CAMPS	.00	.00	.00	.00
27011101570 ELLIS CENTER CAMPS	10,000.00	1,365.00	2,275.00	22.75
	10,000.00*	1,365.00*	2,275.00*	22.75*
Expenditures:				
27021106122 SALARY PT - ELLIS CENTER CAMPS	4,604.00	154.64	269.37	5.85
27021106301 IMRF & SS EXP - ELLIS CENTER CAMPS	400.00	11.83	20.61	5.15
27021107075 MEDICAL INS - ELLIS CENTER CAMPS EX	.00	.00	.00	.00
27021107081 PROMO/PUBLICITY - ELLIS CAMPS	250.00	.00	.00	.00
27021107082 ANIMAL CARE & SUPPLIES - ELLIS CAMP	1,000.00	.00	14.33	1.43

KENDALL COUNTY TREASURER
 FUND BALANCES
 Balances as of: 04/30/19

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 05/01/19
 Page 003

	Budget	MTD	YTD	%Budget
27021107083 HORSES ACQUISITION & TACK - ELLIS C	540.00	.00	.00	.00
27021107084 VET & FARRIER - ELLIS CAMPS	900.00	.00	379.33	42.15
27021107086 UNIFORMS - ELLIS CAMPS	75.00	.00	.00	.00
27021107087 PROG SUPPLIES - ELLIS CAMPS	600.00	.00	.00	.00
27021107088 SECURITY DEPOSIT REFUNDS - ELLIS CA	.00	.00	.00	.00
27021107090 CREDIT CARD FEE EXP - ELLIS CAMPS	.00	.00	.00	.00
	8,369.00*	166.47*	683.64*	8.17*

ELLIS RIDING LESSONS				
Receipts:				
27011111335 DONATIONS - ELLIS EQUESTRIAN CENTER	500.00	.00	102.50	20.50
27011111570 ELLIS CENTER RIDING LESSONS	36,000.00	5,744.00	17,059.97	47.39
	36,500.00*	5,744.00*	17,162.47*	47.02*
Expenditures:				
27021116122 SALARY PT - ELLIS CENTER RIDING LES	25,414.00	1,974.93	10,760.45	42.34
27021116301 IMRF & SS EXP - ELLIS RIDING LESSON	2,124.00	162.27	1,021.16	48.08
27021117075 MEDICAL INS - ELLIS CENTER RIDING L	.00	.00	.00	.00
27021117081 PROMO/PUBLICITY - ELLIS RIDING LESS	750.00	.00	.00	.00
27021117082 ANIMAL CARE & SUPPLIES - ELLIS RIDI	2,000.00	.00	2,658.00	132.90
27021117083 HORSES ACQ & TACK - ELLIS RIDING LE	1,080.00	.00	.00	.00
27021117084 VET & FARRIER - ELLIS RIDING LESSON	1,800.00	115.00	769.33	42.74
27021117086 UNIFORMS - ELLIS RIDING LESSONS	135.00	.00	.00	.00
27021117088 SECURITY SDEPOSIT REFUNDS - ELLIS R	.00	.00	.00	.00
27021117090 CREDIT CARD FEE EXP - ELLIS RIDING	.00	.00	.00	.00
	33,303.00*	2,252.20*	15,208.94*	45.67*

ELLIS BIRTHDAY PARTIES				
Receipts:				
27011121570 ELLIS CENTER BIRTHDAY PARTIES	8,000.00	1,402.00	3,293.00	41.16
	8,000.00*	1,402.00*	3,293.00*	41.16*
Expenditures:				
27021126122 SALARY PT - ELLIS CENTER BIRTHDAY P	5,000.00	367.43	2,027.91	40.56
27021126301 IMRF & SS EXP - ELLIS B-DAY PARTIES	500.00	34.65	254.51	50.90
27021127075 MEDICAL INS - ELLIS CENTER B-DAY PA	.00	.00	.00	.00
27021127081 PROMO/PUBLICITY - ELLIS B-DAY PARTI	250.00	.00	.00	.00
27021127082 ANIMAL CARE & SUPPLIES - ELLIS B-DA	500.00	.00	166.79	33.36
27021127083 HORSES ACQ & TACK - ELLIS B-DAY PAR	540.00	.00	.00	.00
27021127084 VET & FARRIER - ELLIS B-DAY PARTIES	900.00	.00	745.05	82.78
27021127086 UNIFORMS - ELLIS B-DAY PARTIES	60.00	.00	.00	.00
27021127087 PROG SUPPLIES - ELLIS B-DAY PARTIES	700.00	100.00	459.75	65.68
27021127088 SECURITY DEPOSIT REFUNDS - ELLIS BI	.00	.00	.00	.00
27021127090 CREDIT CARD FEE EXP - ELLIS B-DAY P	.00	.00	.00	.00
	8,450.00*	502.08*	3,654.01*	43.24*

ELLIS PUBLIC PROGRAMS				
Receipts:				
27011131570 ELLIS CENTER PUBLIC PROGRAMS	5,000.00	430.00	1,524.00	30.48
	5,000.00*	430.00*	1,524.00*	30.48*
Expenditures:				
27021136122 SALARY PT - ELLIS CENTER PUBLIC PRO	3,000.00	398.71	1,149.14	38.30
27021136301 IMRF & SS EXP - ELLIS PUBLIC PROG E	400.00	30.50	91.09	22.77
27021137075 MEDICAL INS - ELLIS CENTER PUBLIC P	.00	.00	.00	.00
27021137079 VOLUNTEER EXP - ELLIS PUBLIC PROG	500.00	.00	133.14	26.63
27021137081 PROMO/PUBLICITY - ELLIS PUBLIC PROG	.00	.00	.00	.00
27021137082 ANIMAL CARE & SUPPLIES - ELLIS PUBL	.00	.00	.00	.00
27021137083 HORSES ACQ & TACK - ELLIS PUBLIC PR	.00	.00	.00	.00
27021137084 VET & FARRIER - ELLIS PUBLIC PROGRA	.00	.00	.00	.00
27021137086 UNIFORMS - ELLIS PUBLIC PROG	.00	.00	.00	.00
27021137087 PROG SUPPLIES - ELLIS PUBLIC PROG	.00	.00	.00	.00
27021137088 SECURITY DEPOSIT REFUNDS - ELLIS PU	.00	.00	.00	.00

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	Budget	MTD	YTD	%Budget
27021137090 CREDIT CARD FEE EXP - ELLIS PUBLIC	.00	.00	.00	.00
	3,900.00*	429.21*	1,373.37*	35.21*

SUNRISE CENTER

Receipts:

27011141570 SUNRISE CENTER NORTH LICENSE AGREEM	24,600.00	1,950.00	8,150.00	33.13
	24,600.00*	1,950.00*	8,150.00*	33.13*

Expenditures:

27021146122 SALARY PT - SUNRISE CENTER NORTH	15,000.00	1,458.23	6,609.36	44.06
27021146301 IMRF/SS EXPENSE - SUNRISE CENTER N	1,690.00	118.65	608.60	36.01
27021147082 ANIMAL CARE/SUPPLIES - SUNRISE CENT	4,500.00	613.64	613.64	13.64
27021147087 PROGRAM SUPPLIES - SUNRISE CENTER N	.00	.00	.00	.00
	21,190.00*	2,190.52*	7,831.60*	36.96*

ELLIS WEDDINGS

Receipts:

27011201517 SECURITY DEPOSIT REV - ELLIS WEDDIN	10,000.00	.00	3,000.00	30.00
27011201570 ELLIS CENTER WEDDINGS	40,000.00	1,965.00	6,325.00	15.81
	50,000.00*	1,965.00*	9,325.00*	18.65*

Expenditures:

27021206122 SALARY PT - ELLIS CENTER WEDDINGS	13,015.00	35.00	3,627.39	27.87
27021206301 IMRF & SS EXP - ELLIS WEDDINGS EXP	996.00	2.68	520.73	52.28
27021207075 MEDICAL INS - ELLIS CENTER WEDDINGS	.00	.00	.00	.00
27021207078 REFUSE PICKUP - ELLIS	1,500.00	118.03	469.93	31.33
27021207081 PROMO/PUBLICITY - ELLIS WEDDINGS	2,000.00	.00	490.00	24.50
27021207086 UNIFORMS - ELLIS WEDDINGS	50.00	.00	.00	.00
27021207088 ELLIS SECURITY DEPOSIT REFUNDS	4,000.00	.00	110.00	2.75
27021207089 EVENT TENT LEASE - ELLIS WEDDINGS	15,255.00	.00	15,255.00	100.00
27021207090 CREDIT CARD FEE EXP - ELLIS WEDDING	.00	.00	.00	.00
	36,816.00*	155.71*	20,473.05*	55.61*

ELLIS OTHER RENTALS

Receipts:

27011211517 SECURITY DEPOSIT REV - ELLIS OTHER	600.00	585.00	1,355.00	225.83
27011211570 ELLIS CENTER OTHER RENTALS	4,500.00	1,285.00	3,005.00	66.78
	5,100.00*	1,870.00*	4,360.00*	85.49*

Expenditures:

27021216122 SALARY PT - ELLIS CENTER OTHER RENT	.00	.00	.00	.00
27021216301 IMRF & SS EXP - ELLIS OTHER RENTALS	.00	.00	.00	.00
27021217075 MEDICAL INS - ELLIS CENTER OTHER RE	.00	.00	.00	.00
27021217081 PROMO/PUBLICITY - ELLIS OTHER RENT	.00	.00	.00	.00
27021217088 SECURITY DEPOSIT REFUND	600.00	.00	150.00	25.00
27021217090 CREDIT CARD FEE EXP - ELLIS OTHER R	.00	.00	.00	.00
	600.00*	.00*	150.00*	25.00*

ELLIS 5K

Receipts:

27011301570 ELLIS CENTER 5K EVENT	4,000.00	.00	955.00	23.88
	4,000.00*	.00*	955.00*	23.88*

Expenditures:

27021306122 SALARY PT - ELLIS CENTER 5K EVENT	.00	.00	.00	.00
27021306301 IMRF & SS EXP - ELLIS 5K EVENT EXP	.00	.00	.00	.00
27021307075 MEDICAL INS - ELLIS CENTER 5K EVENT	.00	.00	.00	.00
27021307081 PROMO/PUBLICITY - ELLIS 5K	300.00	.00	.00	.00
27021307087 PROG SUPPLIES - ELLIS 5K	250.00	.00	69.02	27.61
27021307088 SECURITY DEPOSIT REFUNDS - ELLIS 5K	.00	.00	.00	.00
27021307090 CREDIT CARD FEE EXP - ELLIS 5K	.00	.00	.00	.00
	550.00*	.00*	69.02*	12.55*

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HOOVER FOREST PRESERVE				
HOOVER				
Receipts:				
27012001335 DONATIONS - HOOVER	.00	.00	.00	.00
27012001513 HOOVER REVENUE	5,250.00	250.00	1,250.00	23.81
27012001518 SECURITY DEPOSIT REV - HOOVER	.00	.00	.00	.00
27012001519 HOOVER CREDIT CARD REVENUE	.00	.00	.00	.00
	5,250.00*	250.00*	1,250.00*	23.81*
Expenditures:				
27022006126 SALARY FT - HOOVER GROUNDS	25,038.00	1,926.00	9,615.57	38.40
27022006127 SALARY PT - HOOVER GROUNDS	24,963.00	1,706.30	8,677.83	34.76
27022006300 IMRF/SS EXP - HOOVER GROUNDS	7,747.00	476.64	2,256.73	29.13
27022006839 MEDICAL INS - HOOVER GROUNDS	6,676.00	427.75	2,142.51	32.09
27022006860 HOOVER - GAS	5,300.00	494.90	3,724.79	70.28
27022006861 HOOVER - ELECTRIC	15,000.00	1,766.38	8,883.26	59.22
27022006862 HOOVER - OTHER UTILITIES	6,500.00	.00	570.00	8.77
27022006863 HOOVER - SHOP SUPPLIES	2,000.00	230.16	1,312.68	65.63
27022006864 HOOVER - BUILDING MAINTENANCE	9,800.00	1,063.71	4,479.00	45.70
27022006865 HOOVER - GROUNDS MAINTENANCE	3,500.00	506.28	3,284.37	93.84
27022006866 HOOVER - OTHER EXPENSES	3,000.00	.00	329.98	11.00
27022007088 HOOVER SECURITY DEPOSIT REFUND	13,000.00	1,478.50	4,301.00	33.08
27022007090 HOOVER CREDIT CARD FEE EXPENSE	.00	.00	.00	.00
	122,524.00*	10,076.62*	49,577.72*	40.46*

HOOVER BUNKHOUSE				
Receipts:				
27012011513 HOOVER BUNKHOUSE RENTAL REVENUE	33,525.00	5,125.00	19,447.50	58.01
27012011518 SECURITY DEPOSIT REV - HOOVER BUNKH	6,000.00	500.00	2,600.00	43.33
	39,525.00*	5,625.00*	22,047.50*	55.78*
Expenditures:				
27022016126 SALARY FT - HOOVER BUNKHOUSE	12,519.00	963.00	4,807.79	38.40
27022016127 SALARY PT - HOOVER BUNKHOUSE	12,482.00	853.41	4,343.28	34.80
27022016300 IMRF/SS EXP - HOOVER BUNKHOUSE	3,874.00	238.33	1,129.22	29.15
27022016839 MEDICAL INS - HOOVER BUNKHOUSE	3,337.00	213.88	1,071.27	32.10
27022017088 SECURITY DEPOSIT REFUNDS - HOOVER B	.00	.00	.00	.00
	32,212.00*	2,268.62*	11,351.56*	35.24*

HOOVER CAMPSITE				
Receipts:				
27012021513 HOOVER CAMPSITE RENTAL REVENUE	4,750.00	220.00	2,215.00	46.63
27012021518 SECURITY DEPOSIT REV - HOOVER CAMPS	.00	.00	.00	.00
	4,750.00*	220.00*	2,215.00*	46.63*
Expenditures:				
27022026126 SALARY FT - HOOVER CAMPSITE	6,260.00	481.50	2,403.90	38.40
27022026127 SALARY PT - HOOVER CAMPSITE	6,241.00	426.55	2,175.27	34.85
27022026300 IMRF/SS EXP - HOOVER CAMPSITE	1,937.00	119.17	566.76	29.26
27022026839 MEDICAL INSURANCE - HOOVER CAMPSITE	1,669.00	106.94	535.64	32.09
27022027088 SECURITY DEPOSIT REFUNDS - HOOVER C	.00	.00	.00	.00
	16,107.00*	1,134.16*	5,681.57*	35.27*

HOOVER MEADOWHAWK LODGE				
Receipts:				
27012031513 HOOVER MEADOWHAWK RENTAL REVENUE	16,500.00	2,750.50	7,308.00	44.29
27012031518 SECURITY DEPOSIT REV. - HOOVER MEAD	9,000.00	1,194.00	7,186.50	79.85
	25,500.00*	3,944.50*	14,494.50*	56.84*
Expenditures:				
27022036126 SALARY FT - HOOVER MEADOWHAWK	6,260.00	481.50	2,403.90	38.40

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27022036127 SALARY TP - HOOVER MEADOWHAWK	6,241.00	441.34	2,227.32	35.69
27022036300 IMRF/SS EXP - HOOVER MEADOWHAWK	1,937.00	121.46	567.92	29.32
27022036839 MEDICAL INSURANCE - HOOVER MEADOWHA	1,669.00	106.94	535.64	32.09
27022037088 SECURITY DEPOSIT REFUNDS - HOOVER M	.00	.00	.00	.00
	16,107.00*	1,151.24*	5,734.78*	35.60*

 ENVIRONMENTAL EDUCATION
 ENV ED

Receipts:

27013001335 DONATIONS - ENVIRONMENTAL EDUCATION	500.00	.00	.00	.00
27013001507 ENVIRONMENTAL EDUCATION REVENUE	.00	.00	.00	.00
	500.00*	.00*	.00*	.00*

Expenditures:

27023006300 IMRF/SS FUND EXP - ENV EDUCATION	.00	.00	.00	.00
27023006839 MEDICAL INSURANCE - ENV EDUCATION	.00	.00	.00	.00
27023006849 ENVIRONMENTAL EDUCATION	.00	.00	.00	.00
	.00*	.00*	.00*	.00*

 ENV ED SCHOOL

Receipts:

27013011507 ENV. EDUC. - SCHOOL PROGRAMS	35,000.00	4,288.00	15,844.00	45.27
	35,000.00*	4,288.00*	15,844.00*	45.27*

Expenditures:

27023016103 ENV. EDUC. FT SALARY - SCHOOL PROGR	13,000.00	999.92	5,033.16	38.72
27023016128 ENV. EDUC. PT SALARY - SCHOOLS PROG	22,000.00	1,159.25	7,244.60	32.93
27023016300 IMRF/SS FUND EXP - ENV EDUC SCHOOL	4,339.00	293.78	1,436.11	33.10
27023016839 MEDICAL INS - ENV EDUCATION SCHOOL	.00	.00	.00	.00
27023016849 ENV EDUC - SCHOOL PROG EXPENSE	1,000.00	10.72	35.74	3.57
27023017088 SECURITY DEPOSIT REFUNDS - ENV ED S	.00	.00	.00	.00
	40,339.00*	2,463.67*	13,749.61*	34.09*

 ENV ED CAMPS

Receipts:

27013021507 ENV. EDUC. - CAMPS	30,000.00	2,805.00	11,830.00	39.43
	30,000.00*	2,805.00*	11,830.00*	39.43*

Expenditures:

27023026103 ENV. EDUC. FT SALARY - CAMPS EXP.	8,200.00	630.72	3,165.94	38.61
27023026128 ENV. EDUC. PT SALARY - CAMPS EXP.	19,000.00	699.75	1,649.80	8.68
27023026300 IMRF/SS FUND EXP - ENV EDUC CAMPS	3,800.00	186.75	668.41	17.59
27023026839 MEDICAL INSURANCE - ENV EDUCATION C	.00	.00	.00	.00
27023026849 ENV EDUC - CAMPS EXPENSE	1,750.00	51.54	351.14	20.07
27023027088 SECURITY DEPOSIT REFUNDS - ENV ED C	.00	.00	.00	.00
	32,750.00*	1,568.76*	5,835.29*	17.82*

 ENV ED NATURAL BEGINNINGS

Receipts:

27013031335 DONATIONS - ENV. EDUC. NATURAL BEGI	2,000.00	.00	300.00	15.00
27013031507 ENV. EDUC. - NATURAL BEGINNINGS	86,430.00	13,277.43	37,769.86	43.70
	88,430.00*	13,277.43*	38,069.86*	43.05*

Expenditures:

27023036103 ENV. EDUC. FT SALARY - NATURAL BEGI	.00	.00	.00	.00
27023036128 ENV. EDUC. PT SALARY - NATURAL BEGI	53,475.00	5,561.24	25,316.55	47.34
27023036300 IMRF/SS FUND EXP - ENV EDUC NATURAL	6,452.00	641.78	3,034.43	47.03
27023036839 MEDICAL INS. - ENV EDUC. NATURAL BE	.00	.00	.00	.00
27023036849 ENV EDUC - NATURAL BEGINNINGS EXP	4,000.00	202.34	1,183.03	29.58
27023037088 SECURITY DEPOSIT REFUNDS - ENV ED N	.00	.00	.00	.00
	63,927.00*	6,405.36*	29,534.01*	46.20*

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ENV ED OTHER PUBLIC PROGRAMS				
Receipts:				
27013041335 ENV ED OTHER DONATIONS	.00	.00	.00	.00
27013041507 ENV. EDUC. - OTHER PUBLIC PROGRAMS	6,000.00	603.56	3,236.56	53.94
	6,000.00*	603.56*	3,236.56*	53.94*
Expenditures:				
27023046103 ENV. EDUC. FT SALARY - OTHER PUBLIC	1,200.00	93.06	464.11	38.68
27023046128 ENV. EDUC. PT SALARY - OTHER PUBLIC	7,000.00	361.00	1,884.20	26.92
27023046300 IMRF/SS FUND EXP - ENV EDUC OTHER P	900.00	67.23	262.32	29.15
27023046839 MEDICAL INS - ENV EDUC OTHER PUBLIC	.00	.00	.00	.00
27023046849 ENV EDUC - OTHER PUBLIC PROG EXPENS	600.00	69.03	296.76	49.46
27023047088 SECURITY DEPOSIT REFUNDS - ENV ED O	.00	.00	.00	.00
	9,700.00*	590.32*	2,907.39*	29.97*

ENV ED LAWS OF NATURE				
Receipts:				
27013051507 ENV. EDUC. - LAWS OF NATURE	.00	.00	.00	.00
	.00*	.00*	.00*	.00*
Expenditures:				
27023056103 ENV. EDUC. FT SALARY - LAWS OF NATU	477.00	36.06	167.21	35.05
27023056128 ENV. EDUC. PT SALARY - LAWS OF NATU	2,575.00	58.00	556.65	21.62
27023056300 IMRF/SS FUND EXP - ENV EDUC LAWS OF	300.00	13.60	73.82	24.61
27023056839 MEDICAL INS - ENV EDUC LAWS OF NATU	.00	.00	.00	.00
27023056849 ENV EDUC - LAWS OF NATURE EXPENSE	550.00	20.97	122.57	22.29
	3,902.00*	128.63*	920.25*	23.58*

ENV ED OTHER				
Receipts:				
27013061507 ENV. EDUC. - OTHER REVENUE	.00	.00	.00	.00
	.00*	.00*	.00*	.00*
Expenditures:				
27023066103 ENV. EDUC. FT SALARY - OTHER EXP.	.00	.00	.00	.00
27023066128 ENV. EDUC. PT SALARY - OTHER EXP.	.00	60.00	1,573.20	.00
27023066300 IMRF/SS FUND EXP - ENV EDUC OTHER E	.00	9.32	125.07	.00
27023066839 MEDICAL INS - ENV EDUC OTHER EXPENS	.00	.00	.00	.00
27023066849 ENV EDUC - OTHER EXP (CONTRACTUAL I	.00	.00	.00	.00
	.00*	69.32*	1,698.27*	.00*

NAV				
NATURAL AREA VOLUNTEER				
Receipts:				
27014001335 DONATIONS NATURAL AREA VOLUNTEERS	500.00	.00	.00	.00
	500.00*	.00*	.00*	.00*
Expenditures:				
27024006101 SALARY - FULL TIME NATURAL AREAS VO	.00	.00	.00	.00
27024006300 IMRF/SS EXP -NATURAL AREA VOLUNTEER	.00	.00	.00	.00
27024006835 NATURAL AREA VOLUNTEER SUPPLIES	500.00	48.64	600.86	120.17
27024006839 MEDICAL INS - NATURAL AREA VOLUNTEE	.00	.00	.00	.00
27024006856 NATURAL AREA MGT SUPPLIES	.00	.00	.00	.00
	500.00*	48.64*	600.86*	120.17*

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GROUNDS				
GROUNDS & NATURAL RESOURCES				
Receipts:				
27015001325 OTHER INCOME - GROUNDS & NATURAL RE	1,000.00	.00	.00	.00
27015001335 DONATIONS - GROUNDS & NATURAL RESOU	500.00	.00	500.00	100.00
27015001500 PICNIC & SHELTER RENTAL	6,200.00	300.00	1,675.00	27.02
27015001503 PRESERVE IMPROVEMENTS - GRANTS	3,500.00	.00	317.83	9.08
	11,200.00*	300.00*	2,492.83*	22.26*

Expenditures:				
27025006101 SALARY - FULL TIME GROUNDS & NATURA	148,502.00	6,399.84	46,690.17	31.44
27025006102 SALARY - PART TIME GROUNDS & NATURA	25,346.00	3,640.09	10,834.38	42.75
27025006207 TELEPHONE - GROUNDS & NATURAL RESOU	10,500.00	875.35	4,382.67	41.74
27025006216 EQUIP - GROUNDS & NATURAL RESOURCES	12,000.00	607.68	5,687.23	47.39
27025006217 FUEL - GAS & OIL	13,500.00	723.15	5,183.98	38.40
27025006240 UNIFORMS	1,500.00	.00	264.98	17.67
27025006300 IMRF/SS EXP - GROUNDS & NAT RESOURC	25,919.00	768.05	4,400.63	16.98
27025006837 PRESERVE IMPROV - GR & NATURAL RESO	5,500.00	2,122.88	2,868.07	52.15
27025006839 MEDICAL INS - GROUNDS & NAT RESOURC	40,498.00	3,368.13	15,503.60	38.28
27025006847 REFUSE PICKUP - GROUNDS & NATURAL R	6,750.00	337.30	1,558.84	23.09
27025006848 GAS - GROUNDS & NATURAL RESOURCES	3,025.00	232.77	2,192.25	72.47
27025006853 PRESERVE IMPROVEMENTS	.00	.00	.00	.00
27025006856 NATURAL AREAS MGNT SUPPLIES	.00	.00	.00	.00
27025007088 SECURITY DEPOSIT REFUNDS - SHELTER	.00	.00	.00	.00
27025007089 SUPPLIES - SHOP	5,000.00	599.05	1,123.99	22.48
	298,040.00*	19,674.29*	100,690.79*	33.78*

 PICKERILL--PIGOTT FOREST PRESERVE

Receipts:				
27016001335 DONATIONS - PICKERILL PIGOTT	.00	.00	.00	.00
27016001507 OTHER REVENUE - PICKERILL PIGOTT	.00	.00	.00	.00
27016001513 RENTAL REVENUE - PICKERILL PIGOTT	8,400.00	.00	.00	.00
27016001518 SECURITY DEPOSIT - PICKERILL PIGOTT	1,000.00	.00	.00	.00
	9,400.00*	.00*	.00*	.00*

Expenditures:				
27026006102 SALARY PT - PICKERILL PIGOTT	10,400.00	.00	.00	.00
27026006216 EQUIPMENT - PICKERILL PIGOTT	.00	.00	.00	.00
27026006217 FUEL - GAS & OIL - PICKERILL PIGOTT	.00	.00	.00	.00
27026006300 IMRF/SS EXPENDITURE - PICKERILL PIG	1,617.00	.00	.00	.00
27026006351 ELECTRIC - PICKERILL PIGOTT	5,300.00	675.52	3,996.52	75.41
27026006853 PRESERVE IMPROVEMENTS - PICKERILL P	.00	.00	.00	.00
27026007089 SUPPLIES - PICKERILL PIGOTT	500.00	.00	.00	.00
	17,817.00*	675.52*	3,996.52*	22.43*

Ending Balance 04/30/19 115,223.46

 RESTRICTED SUBAT FP FUND

 Beginning Balance 12/01/18 860,059.90

Receipts:				
28010001135 INTEREST	10,000.00	1,817.83	6,905.55	69.06
28010001320 PROJECT FUND REVENUE	.00	.00	.00	.00
	10,000.00*	1,817.83*	6,905.55*	69.06*

Expenditures:				
28020006650 PROJECT FUND EXPENSE	.00	.00	.00	.00
	.00*	.00*	.00*	.00*

Ending Balance 04/30/19 866,965.45

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***** FP DEBT SERVICE 2003/2012 *****				
Beginning Balance 12/01/18			906,053.97	
Receipts:				
32010001100 CURRENT TAX	412,550.00	.00	.00	.00
32010001135 INTEREST INCOME	500.00	271.59	1,126.88	225.38
32010001325 CAPITALIZED INTEREST	.00	.00	.00	.00
	413,050.00*	271.59*	1,126.88*	.27*
Expenditures:				
32020006650 OTHER EXPENSES	.00	.00	.00	.00
32020006865 DEBT SERVICE 2003 INTEREST	.00	.00	.00	.00
32020006870 DEBT SERVICE 2003 PRINCIPAL	.00	.00	.00	.00
32020006875 DEBT SERVICE 2012 INTEREST	52,725.00	.00	28,950.00	54.91
32020006880 DEBT SERVICE 2012 PRINCIPAL	345,000.00	.00	345,000.00	100.00
	397,725.00*	.00*	373,950.00*	94.02*
Ending Balance 04/30/19			533,230.85	

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FP BOND PROCEEDS 2007				

Beginning Balance 12/01/18			1,378,735.50	

FP BOND PROCEEDS 2007

Receipts:

95010001135	INTEREST INCOME	1,500.00	289.53	1,138.53	75.90
95010001305	TRANSFER IN	.00	.00	.00	.00
95010001335	DONATIONS	32,000.00	.00	.00	.00
95010001515	PROJECT FUND DEPOSIT	.00	40,810.00	40,810.00	.00
95010001516	RTP - REGIONAL TRAIL IMPROVEMENTS	177,100.00	.00	.00	.00
95010001517	OSLAD	316,500.00	.00	.00	.00
95010001518	KC HIGHWAY MITIGATION	157,500.00	.00	.00	.00
95010001519	HOOVER EASEMENTS	42,000.00	.00	.00	.00
95010001520	ICECF	36,000.00	10,640.00	10,640.00	29.56
95010001521	MORTON ARBORETUM - USFS	30,000.00	.00	.00	.00
95010001522	TRAIL IMPROVEMENT ESCROW	23,177.00	.00	.00	.00
9501000158	KC HIGHWAY MITIGATION	.00	.00	.00	.00
		815,777.00*	51,739.53*	52,588.53*	6.45*

Expenditures:

95020006101	SALARIES	2,500.00	.00	.00	.00
95020006200	BOND DISCLOSURE FEE	1,900.00	475.00	475.00	25.00
95020006300	TRANSFER	.00	.00	.00	.00
95020006830	NATURAL AREAS MANAGEMENT	.00	-10,640.00	.00	.00
95020006850	PROJECT FUND EXPENSES	420,865.00	.00	1,727.31	.41
95020006851	EQUIPMENT REPLACEMENT	70,000.00	.00	.00	.00
95020006857	LAND ACQUISITION	.00	.00	.00	.00
95020006858	PRESERVE IMPROVEMENTS / MASTER PLAN	1,380,052.00	1,863.00	3,241.35	.23
95020006859	BUILDING IMPROVEMENTS / DEMOLITION	124,470.00	9,050.00	26,563.83	21.34
95020006860	CROPLAND CONVERSION	.00	.00	.00	.00
		1,999,787.00*	748.00*	32,007.49*	1.60*

 ELLIS HOUSE & EQUESTRIAN CENTER
 ELLIS

Receipts:

95021006859	BUILDING IMPROVEMENTS / DEMOLITION	60,000.00	.00	.00	.00
		60,000.00*	.00*	.00*	.00*

 HOOVER FOREST PRESERVE
 HOOVER

Receipts:

95022006851	EQUIPMENT REPLACEMENT- HOOVER	11,950.00	.00	.00	.00
95022006858	PRESERVE IMPROVEMENTS / MASTER PLAN	31,500.00	.00	.00	.00
95022006859	BUILDING IMPROVEMENTS / DEMO- HOOVE	19,000.00	.00	.00	.00
		62,450.00*	.00*	.00*	.00*

 NATURAL AREA
 NATURAL AREAS

Receipts:

95024006855	NATURAL AREAS MANAGEMENT	73,000.00	10,640.00	10,640.00	14.58
95024006856	NATURAL AREAS SUPPLIES	.00	.00	.00	.00
		73,000.00*	10,640.00*	10,640.00*	14.58*

Ending Balance 04/30/19

1,388,676.54

KENDALL COUNTY TREASURER
 FUND BALANCES
 Balances as of: 04/30/19

10:55:19 AM
 05/01/19
 Page 002

	Budget	MTD	YTD	Budget
***** FP DEBT SERVICE 2007/2015/2016 *****				
Beginning Balance 12/01/18			4,212,023.01	
Receipts:				
96010001100 CURRENT TAX	3,846,068.00	.00	.00	.00
96010001135 INTEREST INCOME	500.00	208.81	1,058.07	211.61
96010001325 CAPITIALIZED INTEREST	.00	.00	.00	.00
96010001621 OVERPAYMENT REFUNDING BOND ISSUE	.00	.00	.00	.00
96010001622 REFUND COST OF ISSUANCE	.00	.00	.00	.00
	3,846,568.00*	208.81*	1,058.07*	.03*
Expenditures:				
96020006650 OTHER EXPENSES	.00	.00	.00	.00
96020006865 DEBT SERVICE 2007 INTEREST	.00	.00	.00	.00
96020006870 DEBT SERVICE 2007 PRINCIPAL	.00	.00	.00	.00
96020006875 DEBT SERVICE 2015 INTEREST	356,953.00	.00	178,667.50	50.05
96020006880 DEBT SERVICE 2015 PRINCIPAL	45,000.00	.00	45,000.00	100.00
96020006885 DEBT SERVICE 2016 INTEREST	302,088.00	.00	151,993.75	50.31
96020006890 DEBT SERVICE 2016 PRINCIPAL	95,000.00	.00	95,000.00	100.00
96020006895 DEBT SERVICE 2017 INTEREST	880,250.00	.00	468,750.00	53.25
96020006900 DEBT SERVICE 2017 PRINCIPAL	2,290,000.00	.00	2,290,000.00	100.00
	3,969,291.00*	.00*	3,229,411.25*	81.36*
Ending Balance 04/30/19			983,669.83	

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/19

5 Month Budget Percent = 41.7%

FOREST PRESERVES & PROGRAMS

	Current Year FY19		Prior Year FY18		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Beginning Balance	\$ 344,356	\$ 344,356	\$ 309,838	\$ 309,838	\$ 34,519	
Revenue						
Revenue - Administration	757,104	13,986	739,247	21,357	-7,861	-3.4%
Revenue - Ellis House & Equestrian Center	143,200	47,044	118,247	49,095	-2,051	-4%
Revenue - Hoover FP	75,025	40,007	64,275	41,272	-1,265	-3%
Revenue - Env. Education	162,930	68,980	154,146	62,785	6,185	10%
Revenue - Natural Area Volunteers	500	-	2,000	-	-	
Revenue - Grounds & Natural Resources	11,200	2,493	20,200	3,435	-943	-27%
Revenue - Pickering Pigott FP	9,400	-				
Total Revenue	1,159,369	172,521	1,098,115	177,945	(5,424)	-3%
Expenditure						
Expenditure - Administration	314,970	96,627	310,345	95,566	1,061	1%
Expenditure - Ellis House & Equestrian Center	180,381	72,749	157,310	65,888	6,853	10%
Expenditure - Hoover FP	186,896	72,346	170,628	68,571	3,775	6%
Expenditure - Env. Education	150,618	54,645	142,478	57,348	-2,703	-5%
Expenditure - Natural Area Volunteers	500	601	500	293	308	105%
Expenditure - Grounds & Natural Resources	298,040	100,691	308,353	120,175	-19,484	-16%
Expenditure - Pickering Pigott FP	17,817	3,987				
Total Expenditure	1,149,222	401,654	1,087,614	407,847	(6,183)	-2%
ENDING BAL	\$ 354,493	\$ 115,223	\$ 320,339	\$ 79,935	\$ 35,287	44.1%
Surplus/(Deficit)	\$ 10,137	\$ (229,133)	\$ 10,501	\$ (229,902)	\$ 769	

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/19

5 Month Budget Percent = 41.7%

FOREST PRESERVE CATEGORIES

	Current Year FY19		Prior Year FY18		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Beginning Balance	\$	344,356	\$	309,838	\$	34,518
Revenue						
Property Tax	595,374	-	576,247	-	469	264%
Interest Income	700	647	170	178	-929	6.6%
Other Income	7,500	-	14,000	929	538	147%
Donations	4,500	903	10,000	365	-3,049	-9%
Rental Revenue	74,625	31,896	69,975	34,944	4,542	4%
Program Revenue	292,530	111,267	253,793	106,725	-7,609	-3%
Grants	3,500	318	3,500	-	388	3%
Farm License Revenue	151,030	12,227	151,030	19,836	-92	-8%
Security Deposits	26,600	14,142	26,100	13,754	-92	-8%
Credit Card Revenue	3,000	1,122	3,300	1,214	-368	-11%
Total Revenue	1,199,359	172,521	1,098,115	177,945	(5,424)	-3%
Expenditure						
Personnel	672,046	238,736	615,212	232,308	6,428	3%
Employee Benefits	245,088	56,128	237,097	70,824	-14,696	-21%
Contractual	55,705	35,071	56,395	33,813	1,258	4%
Commodities	128,285	54,172	124,110	53,545	627	1%
Other	48,100	17,547	54,800	17,357	190	1%
Total Expenditure	1,149,222	401,654	1,067,614	407,847	(6,193)	-2%
ENDING BAL	\$	354,493	\$	115,223	\$	35,267
Surplus/(Deficit)	\$	10,137	\$	(229,133)	\$	769

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/19

5 Month Budget Percent = 41.7%

ADMINISTRATION

	Current Year FY19		Prior Year FY18		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Property Tax	595,374	-	576,247	178		264%
Interest Income	700	647	170	129	-129	
Other Income	6,500	-	8,000	129		
Donations	500	-	500	-		
Farm License Revenue	151,030	12,227	151,030	18,836	-7,609	-38%
Security Deposit Revenue						
Credit Card Revenue	3,000	1,122	3,300	1,214	-92	-8%
Program Revenue						
Total Revenue	757,104	13,996	739,247	21,357	(7,361)	-34%
Expenditure						
Personnel	159,485	58,444	143,428	54,069	4,375	8%
Employee Benefits	121,345	17,331	117,017	18,144	-1,813	-9%
Contractual	18,100	11,511	17,800	10,893	818	8%
Commodities	16,040	7,841	20,900	11,860	-3,819	-33%
Other	-	1,500	11,200	-	1,500	
Total Expenditure	314,970	96,627	310,345	95,966	1,061	1%
Surplus/(Deficit)	\$ 442,134	\$ (82,631)	\$ 428,902	\$ (74,209)		

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/19

5 Month Budget Percent = 41.7%

ELLIS HOUSE & EQUESTRIAN CENTER

	Current Year FY19		Prior Year FY18		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donators	500	103	500	-	103	
Security Deposit	10,600	4,355	15,600	5,150	-795	-15%
Credit Card Revenue	-	-	-	-	-	
Program Revenue	132,100	42,587	102,147	43,945	-1,358	-3%
Total Revenue	143,200	47,044	118,247	49,085	(2,051)	-4%
Expenditure						
Personnel	101,436	39,057	84,030	30,942	8,115	26%
Employee Benefits	11,070	4,487	10,515	4,689	-202	-4%
Contractual	20,355	17,619	20,955	17,436	183	1%
Commodities	29,920	8,386	24,210	9,919	-1,523	-15%
Other	17,600	3,191	17,600	2,910	281	10%
Total Expenditure	180,381	72,749	157,310	65,886	6,853	10%
Surplus/(Deficit)	\$ (37,181)	\$ (25,704)	\$ (39,063)	\$ (16,801)		

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/19

5 Month Budget Percent = 41.7%

HOOVER FOREST PRESERVE

Revenue
Donations
Rental Revenue
Security Deposit Rev
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure

Surplus/(Deficit)

	Current Year FY19		Prior Year FY18		YTD Variance			
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
Revenue								
Donations	-	-					-	
Rental Revenue	60,025	30,221	50.3%	53,775	32,869	60.8%	-2,449	-7%
Security Deposit Rev	15,000	9,787	65.2%	10,500	8,604	81.9%	1,183	14%
Program Revenue	-	-						
Total Revenue	75,025	40,007	53.3%	64,275	41,273	64.2%	(1,266)	-3%
Expenditure								
Personnel	99,950	36,655	36.7%	88,400	33,189	37.5%	3,466	10%
Employee Benefits	28,846	8,808	30.5%	26,829	10,409	38.8%	-1,603	-15%
Contractual	-	-						
Commodities	45,100	22,584	50.1%	48,900	19,252	39.4%	3,332	17%
Other	13,000	4,301	33.1%	6,500	5,720	88.0%	-1,419	-25%
Total Expenditure	186,896	72,348	38.7%	170,629	68,570	40.2%	3,776	6%
Surplus/(Deficit)	\$ (111,871)	\$ (32,339)		\$ (106,354)	\$ (27,297)			

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/19

5 Month Budget Percent = 41.7%

ENVIRONMENTAL EDUCATION

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure

Surplus/(Deficit)

	Current Year FY19		
	Budget	YTD	%
	2,500	300	12.0%
	-	68,680	42.8%
	160,430	68,980	42.3%
	126,927	47,055	37.1%
	15,791	5,800	35.5%
	7,900	1,989	25.2%
	150,618	54,645	36.3%
	\$ 12,312	\$ 14,336	

	Prior Year FY18		
	Budget	YTD	%
	2,500	5	0.2%
	-	62,780	41.4%
	151,646	62,785	40.7%
	117,788	48,356	41.1%
	17,090	7,074	41.4%
	7,600	1,917	25.2%
	142,478	57,347	40.2%
	\$ 11,608	\$ 5,438	

	YTD Variance	
	\$ Change	% Change
	285	5800%
	5,900	9%
	6,195	10%
	-1,301	-3%
	-1,474	-21%
	72	4%
	(2,702)	-5%

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/19

5 Month Budget Percent = 41.7%

NATURAL AREA VOLUNTEERS

Revenue
Donations
Security Deposit
Credit Card Revenue
Program Revenue
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure

Surplus/(Deficit)

	Current Year FY19		Prior Year FY18		YTD Variance	
	Budget	YTD	YTD	%	\$ Change	% Change
100.0%	500	-			-	-
100.0%	500	-	-		-	-
	-	-			-	-
	-	-			-	-
100.0%	500	601	293	120.2%	308	105%
100.0%	500	601	293	120.2%	308	105%
	\$ -	\$ (601)	\$ (293)	58.8%	\$ 308	105%

Kandall County Forest Preserve
Income Statement
For Period Ended 4/30/19

5 Month Budget Percent = 41.7%

GROUNDS & NATURAL RESOURCES

	Current Year FY19		Prior Year FY18		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Other Income	1000	-	6000	800	-800	-100%
Donations	500	500	4,500	360	140	39%
Grants	3,500	318	3,500	-	318	
Credit Card Revenue						
Rental Revenue	6,200	1,675	6,200	2,275	-600	-26%
Total Revenue	11,200	2,493	14,200	2,635	(142)	-5%
Expenditure						
Personnel	173,848	57,525	181,567	65,752	-8,227	-13%
Employee Benefits	66,417	19,904	65,846	29,508	-9,604	-33%
Contractual	17,250	5,942	17,840	5,684	258	5%
Commodities	23,025	8,765	22,000	10,504	-1,739	-17%
Other	17,500	8,555	19,500	8,727	-172	-2%
Total Expenditure	298,040	100,691	306,353	120,175	(19,484)	-16%
Surplus/(Deficit)	\$ (286,840)	\$ (98,198)	\$ (202,153)	\$ (117,540)		

Kendall County Forest Preserve
Income Statement
For Period Ended 4/30/19

5 Month Budget Percent = 41.7%

PICKERILL PIGOTT FP

Revenue
Donations
Other Income
Rental Revenue
Security Deposit
Total Revenue

Expenditure
Personnel
Employee Benefits
Contractual
Commodities
Other
Total Expenditure
Surplus/(Deficit)

	Current Year FY19		Prior Year FY18		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
	-	-				
	-	-				
	8,400	-				
	1,000	-				
	9,400	-	100.0%	-	-	-
	10,400	-				
	1,617	-				
	5,800	3,997	68.9%	-	3,997	100.0%
	17,817	3,997	22.4%	-	3,997	100.0%
	\$ (8,417)	\$ (3,997)		\$ -	\$ -	

Ordinance 19-05-003

**Forest Preserve Project Reserve Fund Ordinance
Kendall County Forest Preserve District**

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

WHEREAS, it is reasonable, necessary and desirable for the Kendall County Forest Preserve District, hereinafter called "District," to establish a Forest Preserve Project Reserve Fund for the District; and,

WHEREAS, the Board of Commissioners is resolved to establish a Forest Preserve Project Reserve Fund for the District, and has identified the Forest Preserve Project Reserve Fund established by this ordinance as the fund "most in need" for the purpose of deposit of cumulative interest earnings from the District's debt-service accounts and capital fund account; and

WHEREAS, 70 ILCS 805/23 provides as follows:

Each forest preserve district shall have the power to transfer the interest earned from any moneys of the district into the respective fund of the district that is most in need of the interest income, as determined by the board of commissioners. This Section does not apply to any interest earned that has been earmarked or restricted by the board for a designated purpose. This Section does not apply to any interest earned on any funds for purposes of the Illinois Municipal Retirement Fund under the Pension Code or tort immunity under the Local Governmental and Governmental Employees Tort Immunity Act. Interest earned on these exempted funds shall be used only for the purposes authorized for the respective exempted funds from which the interest earnings were derived; and

WHEREAS, 30 ILCS 350/9/(c) provides as follows:

The governing body of any governmental unit may authorize the transfer of interest earned on any of the moneys of the governmental unit, including moneys set aside to pay debt service, into the fund of the governmental unit that is most in need of the interest. This subsection does not apply to any interest earned that has been earmarked or restricted by the governing body for a designated purpose. This subsection does not apply to any interest earned on any funds for the purpose of municipal retirement under the Illinois Pension Code and tort immunity under the Local Governmental and Governmental Employees Tort Immunity Act. Interest earned on those funds may be used only for the purposes authorized for the respective funds from which the interest earnings were derived; and

WHEREAS, the Kendall County Treasurer, acting in her capacity as the Kendall County Forest Preserve District Treasurer has reported cumulative interest earnings totaling \$375,227.81 retained within the District's debt-service and capital funds as follows:

Fund 320 Debt Series 2003/2012	\$14,181.06
Fund 960 Debt Series 2007/2015/2016/2017	\$31,981.27
Fund 950 Capital Projects	\$329,065.48

WHEREAS, 70 ILCS 805/8b provides, in part, as follows:

The board of commissioners of any forest preserve district organized under this Act, when so requested by the treasurer of the district, shall designate one or more banks or savings and loan associations in which the funds and moneys received by the treasurer, by virtue of his office, may be deposited. When a bank or savings and loan association has been designated as a depository it shall continue as such until 10 days have elapsed after a new depository is designated and is qualified by furnishing the statements of resources and liabilities as is required by this Section. When a new depository is designated, the board of commissioners shall notify the sureties of the treasurer of that fact in writing at least 5 days before the transfer of funds. The treasurer of the district shall be discharged from responsibility for all funds and moneys deposited in a bank or depository, so designated, while such funds and moneys are so deposited. No bank or savings and loan association shall receive public funds as permitted by this Section, unless it has complied with the requirements established pursuant to Section 6 of "An Act relating to certain investments of public funds by public agencies", approved July 23, 1943, as now or hereafter amended; and

WHEREAS, The Illinois Funds is a Local Government Investment Pool (LGIP) operated by the Illinois State Treasurer's Office that fully complies with the stated depository requirements of the Public Funds Investment Act (30 ILCS 235/).

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the District as follows:

1. The Board of Commissioners hereby establishes a "Forest Preserve Project Reserve Fund of the Kendall County Forest Preserve District."
2. The Board of Commissioners hereby authorizes and directs the District's President, Treasurer, and Executive Director to take the necessary actions to establish the Forest Preserve Project Reserve Fund for the District.
3. The Board of Commissioners hereby orders that interest earnings totaling \$375,227.81 held within the District's Debt Series and Capital Projects Fund shall be combined and

DRAFT FOR COMMITTEE OF THE WHOLE REVIEW: 05-13-2019

deposited into a separate Forest Preserve Project Reserve Fund with The Illinois Funds.

4. The Forest Preserve Project Reserve Fund shall be audited annually by a licensed certified public accountant.

Passed and approved by the President and Board of Commissioners of the District this 21st day of May, 2019.

Approved: _____

Judy Gilmour, President

Attest: _____

Matt Kellogg, Secretary

BUSTED KNUCKLES LANDSCAPING, LLC 130

Josh Lesko
 bustedknuckleslandscaping.com
 630-608-7007

PROPOSAL AND ACCEPTANCE

Page No. _____ of _____ Pages

PROPOSAL SUBMITTED TO <i>Kendall Co Forest Preserve</i>	PHONE	DATE <i>3-9-19</i>
STREET <i>11111 ...</i>	EMAIL	
CITY, STATE, ZIP <i>Burr Oak roads</i>		

We hereby submit specifications and estimates for:

*Dead oak + ash in clearing capabilities path to Dead ...
 Along path riser wall*

*Block Potholes T before bar + boiler bridge
 6 4x4* *1500-*

10' linear pipe down to 7' diameter

Thanks Josh!

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

[Signature]
 Authorized Signature

Note: this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. We understand and accept that some jobs require the use of machinery that may damage grass/foliage, and/or leave marks on pavement. Payment will be made as outlined above. Final payment is due upon completion of job. A service fee of 2% per month will be assessed on all past due balances. Customer agrees to pay any legal fees incurred to enforce this contract, including but not limited to the filing and collection by mechanics lien.

Signed this _____ day of _____, _____ Signature _____ Signature _____
 Printed Name _____ Printed Name _____



INNOVATIVE UNDERGROUND

2175C GRISWOLD SPRINGS RD., SANDWICH IL 60548
331-300-5225

Kendall County Forest Preserve District
Attn: Dave Gurtz
Yorkville IL

PROPOSAL
5/10/2019

PROJECT: HOOVER FOREST PRESERVE, YORKVILLE, IL, SANITARY SEWER IMPROVEMENTS

NO.	ITEM	PROPOSED AMOUNTS			
		QTY	U/M	PRICE	AMOUNT

ASSESSMENT & EVALUATION OF PIPE FROM L.S. TO MH 5 (POOL)

- MH1 - MH2 - 2 VERY BAD BREAKS IN PIPE & HUGE ROOT INTRUSION. IMMEDIATE ATTENTION REQUIRED
- MH2 - MH3 - 1 BAD BREAKS IN PIPE & LOTS OF ROOT INTRUSION. IMMEDIATE ATTENTION REQUIRED
- MH3 - MH4 - CRACKS, ROOTS, ROCKS & DEBRIS IN BELLY. REGULAR MAINTENANCE REQUIRED
- MH4 - MH5 - 1 BREAK IN PIPE, ROCKS, TILE & ROOTS INTRUSION. NOTE BREAK, REG. MAINTENANCE

1	CLEANING/TELEVISIONING & ASSESS	24	HR	\$	300.00	\$	7,200.00	
2	8" X 5' SPOT REPAIR 2) MH1-MH2, MH2-MH3 & MH4-MH5	3	EA	\$	3,000.00	\$	9,000.00	
3	INSTALL PLUGS TO STOP I & I FROM ENTERING SANITARY	2	EA	\$	350.00	\$	700.00	
PROPOSAL TOTAL							\$	16,900.00

SCOPE OF WORK:

- CLEAN & PREPARE PIPES FOR REPAIRS
- INSTALL REPAIRS USING NO DIG METHODS
- PROVIDE POST REPAIR VIDEO

RANDY HARKER, PRESIDENT

DATE

PROPOSAL VALID FOR 30 DAYS

TERMS: DUE UPON COMPLETION

WARRANTY: 5 YEARS FROM DATE OF INSTALLATION FOR LINERS

WARRANTY: 1 YEAR FROM DATE OF CLEANING (IF CLEANING IS ALL THAT IS DONE)

SIGNATURE OF ACCEPTANCE

DATE

Riemenschneider Electric, Inc.

1212 A Badger Street
Yorkville, Illinois 60560
630-553-5576

Proposal

Date	Estimate #
5/8/2019	1152

Name / Address
Kendall County Forest Preserve 110 W. Madison Street Yorkville, Illinois 60560

Terms	Due Date	Project
Net 20	5/28/2019	

Description	Qty	Total
Proposal to install a 1" rigid conduit from the pump control panel to the lift station pit. The conduit will be used for new floats (installed by others).		926.00
	Total	\$926.00

All Material is Guaranteed to be as Specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of : **\$926.00**
with payments to be made as follows: 70% upon completion of rough in. Balance upon completion of job. Balances unpaid 30 days after billing date will be subject to a 1.5% mo. service charge.
Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire tornado and other necessary insurance upon above work.

Respectfully Submitted,

Scott Riemenschneider

Note this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

David Guritz

From: Scott Riemenschneider <scottriem@gmail.com>
Sent: Saturday, May 11, 2019 2:20 PM
To: David Guritz
Subject: [External]Re: Hoover lift station

Hi Dave, The pipe bending, ditch digging, and hold drilling is all kind of done in conjunction with each other so it's kind of hard to have somebody else do any one part of that. I'll take off \$100-\$125 if your guys want to cement the hole and backfill the trench. Let me know. Thanks Scott.

On May 8, 2019, at 5:25 PM, David Guritz <dguritz@co.kendall.il.us> wrote:

Thanks Scott.

Would your figure come down a bit if we provided a hand or two to dig & fill the trench and/or drill the conduit hole in the lift station casing?

If so, we'd be happy to lend a hand and help with prep if we know when you plan to complete the conduit work. We would like to get going on this by the end of next week if possible.

Thanks!

Dave

Dave Guritz
Director
Kendall County Forest Preserve District
(630) 553-4131
dguritz@co.kendall.il.us

<image001.png>

Subscribe to the [Stepping Stones eNewsletter](#) today!

From: Scott Riemenschneider <scottriem@gmail.com>
Sent: Wednesday, May 8, 2019 11:14 AM
To: David Guritz <dguritz@co.kendall.il.us>
Subject: [External]Hoover lift station

--
This email was Malware checked by UTM 9. <http://www.sophos.com>
<KC Forest lift station.pdf>

--
This email was Malware checked by UTM 9. <http://www.sophos.com>

opportunity number



Proposal

Submitted To: Mr. Dave Gurtz

 Kendall County Forest Preserve District

 110 West Madison Street

 Yorkville, IL 60560

Prepared By: WBK Engineering, LLC

 116 W. Main Street, Suite 201

 St. Charles Illinois 60174

 (630) 443-7755

Primary Contact:

Primary Contact: Greg Chismark

Services Cost-Not to Exceed Lump Sum

Task Name: Henneberry Forest Preserve Erosion Control

Deliverable:

Runoff from Henneberry Forest preserve enters the White Tail Ridge subdivision at 5781 White Tail Ridge Drive and into a storm sewer system. Temporary erosion control measures have been utilized to mitigate erosion from upland areas. The Forest Preserve District of Kendall County is interested in an engineering design, plan and details to implement suitable erosion control measures. Based on an initial site visit it appears a series of rock check dams will provide the necessary control.

WBK will determine upstream tributary area and flow values for a variety of rainfall events. Based on estimated channel slope and flow values WBK will create a site plan exhibit with details for the District to utilize to construct erosion control measures.

A total of 12 manhours for design and exhibit preparation are estimated with a not to exceed fee of \$1,500. We will deliver exhibits and details in PDF format. No survey is included in this proposal.

\$1,500

Budget

Budget for Reimbursable Expenses (Cost Plus 10%): \$0

Total Amount Budgeted For All Services Rendered: \$1,500

We propose to bill you monthly based on the attached Schedule of Charges (if applicable). We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.

Greg Chismark 5-13-2019
 WBK Authorization By (Please Print): Signature Date

The Proposal, Schedule of Charges, and General Terms & Conditions are satisfactory and are hereby accepted. You are authorized to begin the work as specified. Payments will be made as outlined above.

Client Authorization By (Please Print): Signature Date



3775 Drew Ave., Sandwich, IL 60548
 Phone: 815-786-3100 * Fax: 866-634-3168 * IL Lic# 104.015799

PROPOSAL

04/19/19

Kendall County Forest Preserve
 Subat Forest Preserve
 Attn: Dave Guritz
 4675-4999 Eldamain Road
 Plano, IL
 630-553-4131
 dguritz@co.kendall.il.us

The following work is proposed for the above address with PREVAILING WAGES:

Roof Replacement – Picnic Shelter:

- Remove shingles (1 layer) on picnic shelter (5/12 pitch) and haul away (11.5 sq)
- Remove & replace (344') of 2.6 cedar car decking, approx. 9 rows (additional replaced at \$5.50/ft no credit will be given for amounts not used)
- Remove & replace drip edge on entire roof Color: MUSKET BROWN
- Pull all necessary permits

Option 1 – Architectural Shingles

- Install 15 lb felt paper
- Install ice & water shield on all roof lines & valley's
- Install new architectural shingles – Owens Corning Duration (11.5 sq) Color: _____ Initials: _____

Option 1 - Total Cost of all Roof Work Proposed: **\$6,736.88**

Option 2 – Metal Roofing

- Install GRACE ice & water shield on entire roof
- Install new MasterRib metal roofing (11.5 sq) Color: _____ Initials: _____

Option 2 - Total Cost of all Roof Work Proposed: **\$10,153.11**

Payment Terms: METAL ROOF REQUIRES HALF DOWN UPON ACCEPTANCE; REMAINDER PAID IN FULL UPON COMPLETION. We accept cash, check, VISA, Mastercard & Discover.

Matt Wright, 630-768-8020
 A&B Exteriors, LLC Representative



 Signature

04/19/19

 Date

 Homeowner #1 Printed Name

 Homeowner #1 Signature

 Date

 Homeowner #2 Printed Name

 Homeowner #2 Signature

 Date

-I have read, understand and agree to the PROJECT PREPARATION AND EXPECTATIONS section listed on this contract.

Please Initial Here Homeowner #1: _____

Please Initial Here Homeowner #2: _____

-A&B Exteriors completes all jobs in the order they are signed (unless cases of extreme emergency). As of proposal date; A&B Exteriors anticipates your job to be started in 3-4 WEEKS FOR ASPHALT AND MAY – JUNE FOR METAL; weather permitting. Estimated time will be re-evaluated on date proposal is accepted by homeowner. The scheduling assistant will contact you upon acceptance of proposal.

Please Initial Here Homeowner #1: _____

Please Initial Here Homeowner #2: _____

Payment terms are listed above signature line. **Accounts not paid upon completion will incur interest on the balance due at the rate of 1.5% per month commencing on the date of completion and if placed in the hand of an attorney for collection all attorney fees and legal/filing fees will be paid by customer accepting the above contract.** All material is guaranteed to be as specified. Proposal valid for 30 days. Full workmanship warranty is 5 years, repair workmanship warranty is 1 year, when acting as sub-contractor workmanship warranty is 1 year, unless otherwise specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control. Our workers are fully covered by Workers' Compensation Insurance. **The above work is what was determined as needed in order to fully complete your job; however, on a rare occasion additional work is found once existing material has been removed; in this case labor will be billed at an hourly rate of \$50/hour/worker plus material costs.**

PROJECT PREPARATION AND EXPECTATIONS

*The following is a list to help you prepare for the construction project and is considered an addendum to the contract

1. Please cover items in the attic to protect them during re-roofing projects.
2. Remove all personal belongings from/around the exterior of the house, including but not limited to patio furniture, grills, landscape lighting, decorations, etc.
3. Remove all screens from windows and doors. We are not responsible for any tears.
4. Remove all loose items from shelving and walls such as: pictures, mirrors, plates, etc. Hammering may create vibration that could shake these items off shelves and walls.
5. Although caution will be taken, some leaves or blooms and plants may be affected by the construction.
6. There are instances where minor damage to gutters is unavoidable, especially on very steep roofs or where there may be some rotten or rusted areas.
7. We do not cover nail pops on drywall and/or preexisting damage that was not covered by your claim and / or written agreement.
8. The Project Manager will do an inside inspection for preexisting damage.
9. Every effort will be taken to pick up all nails with a magnet; however, please watch for nails that may be embedded in the grass or shrubbery. Use bag on lawn mower, if possible, at least once after job is completed.
10. It will be the homeowner's responsibility to have any TV satellite dish readjusted if the dish must be temporarily moved and reset during the construction process.
11. In the event bad decking on the roof needs replacement, we make every effort to make verbal contact with the homeowner. It is the homeowner's responsibility to pay for replaced decking (up to 3 sheets included, additional sheets @ \$45/sheet of sheathing to match existing, includes the cost of labor, material and dump fees)
12. It is the responsibility of the homeowner to secure all animals inside the house or off the property during the renovations. This is for the safety of our employees and your animal(s).
13. You will be notified by phone prior to material deliveries and installation.
14. Payment terms are as stated on the proposal.
15. Should you have any questions, feel free to call your Project Manager.

COUNTY	TOTAL SHEETS	SHEET NO.
KENDALL	5	1
DATE: 03/20/08		

KENDALL COUNTY FOREST PRESERVE MILLBROOK BRIDGE REMOVAL

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1.	COVER SHEET
2.	SUMMARY OF QUANTITIES AND GENERAL NOTES
3.	SITE PLAN
4.	EROSION CONTROL NOTES
5.	DETAILS

UTILITIES

AT&T
LEGAL MANDATE ENGINEERING
3000 CONFERENCE DRIVE, FLOOR 1
MILWAUKEE, WI 53233
ATTN: JEFFREY PESOLA
630-573-5763

CHRYSLER RELOCATION DEPARTMENT
ONE LINCOLN CENTER, SUITE 600
OAKBROOK TERRACE, IL 60181

NECON GAS
1944 FERRY ROAD
NAPEVILLE, IL 60563
BRUCE KOPPING
630-388-3630



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. DIMENSIONS SHOWN ON PLANS WILL NOT CONTRADICT TO STANDARD SCALES. IN ALL DIMENSIONAL MEASUREMENTS ON REQUIRED PLANS, THE ASBUILT SCALES MAY BE USED.



PROJECT LOCATION
MILLBROOK BRIDGE REMOVAL
AND SHORELINE REPAIR EROSION CONTROL

LOCATION MAP



HAUNTING, LINDSEY AND REYNOLDS, INC.
1000 WESTERN DRIVE, SUITE 204
SPRINGFIELD, ILLINOIS 62761
217-242-0400 www.lindseyreynolds.com
11 Years Experience, Subsidiary of J.F. McConnaughey

SUMMARY OF QUANTITIES		
ITEM	ITEM	QUANTITY
1.	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	62
2.	CHANNEL EXCAVATION	233
3.	SEEDING, CLASS 4 (SPECIAL)	0.1
4.	EROSION CONTROL BLANKET	484
5.	STONE RIPRAP, CLASS AA	609
6.	FILTER FABRIC	638
7.	REMOVAL OF EXISTING STRUCTURES	EACH 1
8.	COFFERDAM (TYPE 1) (LOCATION - 1)	EACH 1
9.	COFFERDAM (TYPE 1) (LOCATION - 2)	EACH 1
10.	TEMPORARY CAUSEWAY	L.SUM 1
11.	PPE CULVERTS, CLASS D, TYPE 1 66" (TEMPORARY)	EACH 15

SEE SPECIAL PROVISIONS

GENERAL NOTES

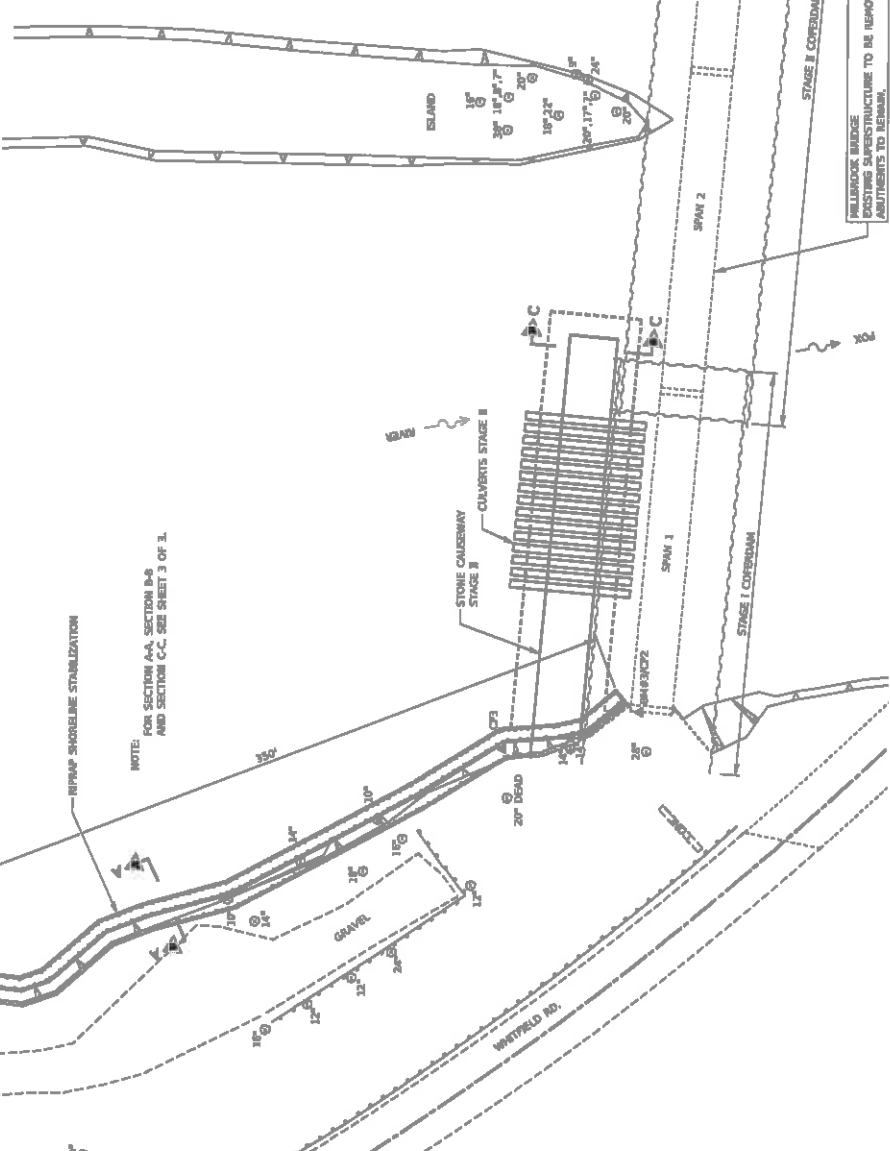
- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE STATE OF ILLINOIS "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ADOPTED APRIL 1, 2016", HERE IN AFTER REFERRED TO AS THE STANDARD SPECIFICATIONS; THE "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS" ADOPTED JANUARY 1, 2019; THE DETAILS IN THE PLANS AND THE "SPECIAL PROVISIONS INCLUDED IN THE DOCUMENTS.
- THE LOCATION OF EXISTING UTILITIES AS SHOWN ON THE PLANS ARE BASED ON FIELD OBSERVATION AND INFORMATION AVAILABLE FROM THE UTILITY COMPANIES, THIS INFORMATION REPRESENTS ONLY THE OPINION OF THE LOCAL AGENCY AS TO THE LOCATION OF SUCH UTILITIES AND IS ONLY INCLUDED FOR THE CONVENIENCE OF THE BIDDER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THEIR EXACT LOCATION FROM THE INDIVIDUAL UTILITY COMPANIES AND BY FIELD INSPECTION.
- WHERE SECTION OR SUBSECTION MONUMENTS ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED BEFORE SUCH MONUMENTS ARE REMOVED. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL PROPERTY MARKS AND MONUMENTS UNTIL THE OWNER, AN AUTHORIZED SURVEYOR OR AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION.
- THE FOLLOWING RATES OF APPLICATION HAVE BEEN USED IN CALCULATING PLAN QUANTITIES:
STONE RIPRAP 1.75 TON/YO YD
- THE AREA TO BE SEEDDED SHALL CONSIST OF ALL DISTURBED EARTH SURFACES AS DIRECTED BY THE ENGINEER.
ESTIMATED QUANTITY: SEEDING, CLASS 4 (SPECIAL) = 0.1 ACRE

BENCH MARKS

- BM#1 SQUARE CHECKED IN SE WINGWALL
ELEV. 567.77
- BM#2 BENCH TIE IN 24" TREE JUST EAST OF ABUTMENT
ELEV. 567.40
- BM#3 CROSS NOTCH ON WEST ABUTMENT
ELEV. 585.87

PROJECT NO. 15-0000000000 COUNTY OF KENDALL DISTRICT NO. 1		COUNTY OF KENDALL DISTRICT NO. 1 PROJECT NO. 15-0000000000	
PROJECT TITLE: KENDALL COUNTY FOREST PRESERVE		SUMMARY OF QUANTITIES AND GENERAL NOTES	
SHEET NO. 1 OF 4 SHEETS		DATE: 10/20/19	

- RECOMMENDED CONSTRUCTION SEQUENCE**
1. INSTALL COTTRELL DAM AND DEWATER SPAN 1.
 2. REMOVE CENTER AND EAST STEEL TRUSSES.
 3. REMOVE COFFERDAM AT SPAN 1.
 4. INSTALL TEMPORARY STONE CAUSEWAY.
 5. REMOVE CENTER AND EAST STEEL TRUSSES.
 6. REMOVE COFFERDAM AT SPANS 2 AND 3.
 7. REMOVE CENTER AND EAST STEEL TRUSSES.
 8. REMOVE COFFERDAM AT SPANS 2 AND 3.
 9. INSTALL RIPRAP FOR SHORELINE STABILIZATION.
 10. PERFORM PERMANENT SEEDING.



NOTE: FOR SECTION A-A, SECTION B-B AND SECTION C-C, SEE SHEET 3 OF 3.

EXISTING STRUCTURE
THREE SPAN STEEL PRATT THROUGH TRUSS BRIDGE WITH
TIMBER DECK ON CONCRETE AND STONE ABUTMENTS AND
STONE PIERS. 401'-4" LONG 17'-6" x 4'-0" DECK.
SPAN LENGTHS 135'-0", 135'-0", 133'-0"

KENDALL COUNTY FOREST PRESERVE SHEET NO. 3 OF 4 BRIDGE W.P. TO DEL.		SITE PLAN	
COUNTY BOARD JEFFERSON COUNTY	DISTRICT NO. 3	SHEET NO. 3	DATE 11/20/2018
DRAWN BY J. B. [Name]	CHECKED BY J. B. [Name]	REVISIONS NONE	DATE 11/20/2018

GENERAL NOTES FOR SOIL EROSION AND SEDIMENT CONTROL

- ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE CONSTRUCTED ACCORDING TO THE STANDARDS AND SPECIFICATIONS IN THE KENDALL COUNTY ANNUAL DRAIN, THE BUREAU OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ADOPTED APRIL 1, 2018 AND THE PLAN DETAILS.
- A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON SITE AT ALL TIMES. IT SHALL BE PRESENTED UPON REQUEST FROM ANY AUTHORIZED AGENCY.
- THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE ENGINEER.
- IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO INFORM ANY SUB-CONTRACTORS WHO MAY PERFORM WORK ON THIS PROJECT OF THE REQUIREMENTS IN IMPLEMENTING AND MAINTAINING THESE EROSION CONTROL PLANS.
- SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF UPLAND DISTURBANCE. SOIL STABILIZATION SHALL BE USED IN SUCH A MANNER TO MINIMIZE EROSION. SOIL STABILIZATION MEASURES SHALL CONSIDER THE TIME OF YEAR, SITE CONDITIONS AND THE USE OF TEMPORARY OR PERMANENT MEASURES.
- THE CONTRACTOR SHALL CLEAN UP AND GRADE THE WORK AREA AS THE PROJECT PROGRESSES TO BLANKET THE CONCENTRATION OF SLOPES. THE PERMANENT SOIL STABILIZATION SHALL BE COMPLETED PRIOR TO THE SATURATION OF THE EROSION.
- ALL TEMPORARY EROSION CONTROL MEASURES MUST BE MAINTAINED AND IMMEDIATELY REPLACED AS NEEDED AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL INSPECTION AND REPAIR. THE CONTRACTOR SHALL MAINTAIN THE MAINTENANCE OF ALL ITEMS A MINIMUM OF EVERY 7 DAYS AND WITHIN 24 HOURS OF A ONE-HALF INCH RAINFALL. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SEEDING IS ACHIEVED. NO ADDITIONAL PAYMENT WILL BE MADE FOR THIS WORK.
- TEMPORARY STOCKPILES OF MATERIALS MAY NOT BE LOCATED IN WETLANDS, CHANNELS, OR DRAINAGE SWALES. THE LOCATION OF ANY TEMPORARY STOCKPILE SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. STOCKPILES TO REMAIN IN PLACE MORE THAN THREE DAYS SHALL BE FURNISHED WITH EROSION & SEDIMENT CONTROL (I.E. FENESTER EROSION BARRIER). STOCK PILES TO REMAIN IN PLACE FOR THIRTY DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING.
- THE CONTRACTOR SHALL MAINTAIN AND PRESERVE ANY EXISTING SUB SURFACE DRAINAGE SYSTEMS (I.E. FIELD TILES) ACCORDING TO SECTION 611 OF THE DOT STANDARD SPECIFICATIONS.
- ALL NECESSARY MEASURES SHALL BE TAKEN TO CONTAIN ANY FUEL OR POLLUTION HAZARD. LEAKY EQUIPMENT OR SUPPLIES SHALL BE IMMEDIATELY REPAIRED OR REMOVED FROM THE SITE.
- THE CONTRACTOR SHALL PLACE PERMANENT SEEDING AND EROSION CONTROL BARRIERS (DUM STANDARD 530) ON ALL DISTURBED BIRTH SLOPES. EROSION CONTROL BLANKET WITH GREEN DYE IS NOT PERMITTED.
- TEMPORARY SEEDING SHALL BE COMPLETED ON ALL AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH CONSTRUCTION WILL BE STOPPED FOR A PERIOD OF MORE THAN 14 CALENDAR DAYS.

CLASS - TYPE	SEEDS		LBS/ACRE
	SEEDS	SEEDS	
4 Native Grass	ANDROPOGON GERARDI (BIG BLUE STEM)	4	
	ANDROPOGON SCOPARIUS (LITTLE BLUE STEM)	5	
	BOUTELOUA CURTIPENDULA (SIDE-OATS GRAMA)	5	
	ELYMUS CANADENSIS (CANADA WILD RYE)	1	
	PANICUM VIRGATUM (SWITCH GRASS)	1	
	SORGHASTRUM NUTANS (INDIAN GRASS)	2	
	ANNUAL RYEGRASS	25	
	OATS, SPRING	25	
	PERENNIAL RYEGRASS	15	

IN-STREAM WORK NOTES

- WORK IN THE WATERWAY SHALL BE TIRED TO TAKE PLACE DURING LOW FLOW CONDITIONS, AUGUST THROUGH OCTOBER. LOW FLOW CONDITIONS ARE FLOW AT OR BELOW THE NORMAL WATER ELEVATION.
- THE CONTRACTOR SHALL DESIGN AN IN-STREAM WORK PLAN TO ALLOW FOR THE CONFINANCE OF THE LOW FLOW INST THE WORK AREA WITHOUT OVERTOPPING. THE LOW FLOW RATE IS ESTIMATED AS 1700 CFS. THE CONTRACTOR SHALL SUBMIT PLANS OF THE PROPOSED CAUSEWAY AND ESTIMATED WATER SURFACE ELEVATION (EWS) = 50.34 FEET.
- WATER SHALL BE ISOLATED FROM THE IN-STREAM WORK AREA USING A COFFEEDAM CONSTRUCTED OF NON-EROSIBLE MATERIALS (STEEL SHEETS, INFLATABLE WATER BARRIERS, RP NAP AND GEOTEXTILE LINER, ETC.). EARTHEN COFFEEDAMS ARE NOT PERMISSIBLE.
- THE COFFEEDAM SHALL BE CONSTRUCTED FROM THE UPLAND AREA AND NO EQUIPMENT MAY ENTER FLOWING WATER AT ANY TIME. IF THE MEASURES, SUCH AS THE CONSTRUCTION OF A COFFEEDAM, ARE CONSIDERED NECESSARY, THE CONTRACTOR SHALL NOT ENTER THE WATER. ONCE THE COFFEEDAM IS IN PLACE AND THE AREA IS DRAINAGED, EQUIPMENT MAY ENTER THE COFFEEDAM AREA TO PERFORM THE WORK. TRUCKS, TRACTORS OR LOW GROUND PRESSURE TRACTORS SHALL BE USED FOR EQUIPMENT IN THE COFFEEDAM AREA.
- PLACING COFFEEDAMS OF THE COFFEEDAM AREA, THE HOSE INTAKE SHALL BE PLACED IN A SHARP RT (DUM STANDARD 600) AND THE OUTLET DISCHARGED ON A NON-EROSIBLE SURFACE. THE CONTRACTOR SHALL MAINTAIN THE INTAKE AND OUTLET WATER MUST BE FILTERED. POSSIBLE OPTIONS FOR SEDIMENT REMOVAL INCLUDE BAPLE SYSTEMS, ANIONIC POLYMER SYSTEMS, BROWNING SYSTEMS, AND OTHERS. THE CONTRACTOR SHALL HAVE SEDIMENT REMOVED PRIOR TO BEING RE-INTRODUCED TO THE DOWNSTREAM WATERWAY. A STABILIZED COFFEEDAM FROM THE DENATURING DEVICE TO THE WATERWAY MUST BE IDENTIFIED. DISCHARGE WATER IS CONSIDERED CLEAN IF IT DOES NOT RESULT IN A VISIBLY IDENTIFIABLE DEGRADATION OF WATER CLARITY. THE EXACT MEANS, METHODS, AND LOCATIONS OF DENATURING SHALL BE SHALL BE APPROVED BY THE ENGINEER BEFORE COMMENCEMENT OF WORK.
- IF BYPASS PUMPING IS NECESSARY, THE INTAKE HOSE SHALL BE PLACED ON A STABLE SURFACE OR FLOATED TO PREVENT SEDIMENT FROM ENTERING THE HOSE. THE BYPASS DISCHARGE SHALL BE PLACED ON A NON-EROSIBLE, ENERGY DISSIPATING SURFACE PRIOR TO RESUMING STREAM FLOW AND SHALL NOT CAUSE EROSION. FLOWING OF BYPASS WATER IS NOT NECESSARY UNLESS THE BYPASS WATER HAS BECOME SEDIMENT-LOADED AS A RESULT OF THE CONDUIT CONSTRUCTION ACTIVITIES.
- THE AREA FROM THE TOE TO THE TOP OF THE SIDE SLOPE SHALL BE TEMPORARILY STABILIZED DURING CONSTRUCTION TO REDUCE THE POTENTIAL FOR EROSION. ALL AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO PROPOSED CONDITIONS AND FULLY STABILIZED PRIOR TO ACCEPTING FLOWS.

SOIL STABILIZATION CHART

STABILIZATION TYPE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
PERMANENT SEEDING				A								
DORMANT SEEDING	B											
TEMPORARY SEEDING												
EROSION CONTROL	D											

- SEEDING CLASS 4
- INCREASE SEEDING RATE BY 25% WHEN DORMANT SEEDING
- TEMPORARY EROSION CONTROL SEEDING AND MULCH, METHOD 2
- EROSION CONTROL BLANKET (PERMANENT SEED AREAS ONLY)

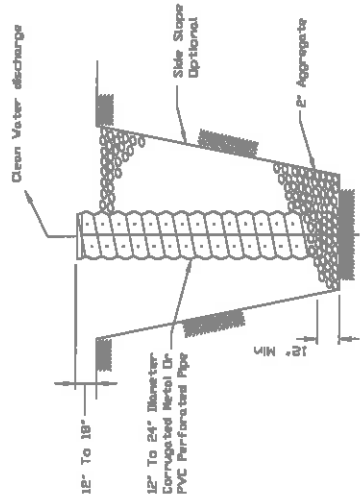
KENDALL COUNTY FOREST PRESERVE

ACRES	BLANKET VOL. 3 OF 4 SHEETS				TOTAL TO BDL
	1	2	3	4	

EROSION CONTROL NOTES

COUNTY	LOCALITY	SECTION	MILEPOST	REMARKS	
				DATE	BY

SUMP PIT PLAN



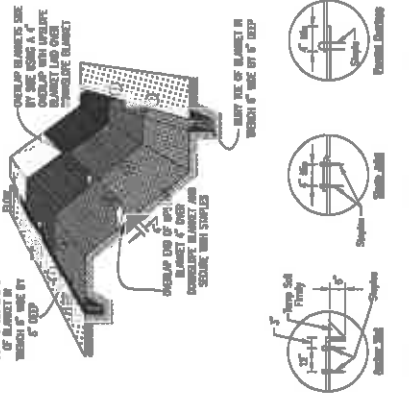
SECTION

- NOTES:**
1. Pit dimensions are optional.
 2. The standpipes will be constructed by perforating 12"-24" diameter corrugated metal or PVC pipe.
 3. A base of 2" aggregate will be placed in the pit to a minimum depth of 12". After installing the standpipes, the pit surrounding the standpipes will be backfilled with 2" aggregate.
 4. The filter fabric will be placed over the top of the pit.
 5. If discharge will be wrapped directly to cover discharge, the standpipes will be wrapped with filter fabric before installation.
 6. If desired, 1/4"-1/2" hardware cloth may be placed around the standpipe prior to attaching the filter fabric. This will increase the rate of water seepage into the pipe.

PROJECT: STAMPAID RVC, IEL
 DRAWING: IL-630
 DESIGNED: []
 CHECKED: []
 DATE: 8-11-95

NRC
 NATIONAL RESOURCE CONSULTANTS
 INCORPORATED

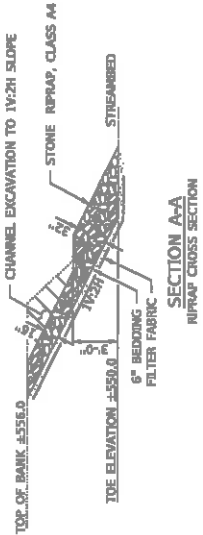
EROSION CONTROL BLANKET INSTALLATION DETAILS



- NOTES:**
1. Slopes shall be placed in a diagonal pattern of 2 per 25' for critical slopes. Non-critical slopes shall be placed in a diagonal pattern of 2 per 25' for critical slopes. Non-critical slopes shall be placed in a diagonal pattern of 2 per 25' for critical slopes. Non-critical slopes shall be placed in a diagonal pattern of 2 per 25' for critical slopes.
 2. Slopes of greater length shall be installed based on soil type and conditions. (Additional slope length is 8')
 3. Erosion control material shall be placed in contact with the soil over a prepared subgrade.
 4. All water shall be subject of approximately 12' blanket.

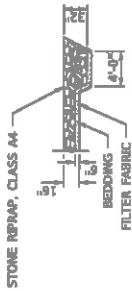
PROJECT: STAMPAID RVC, IEL
 DRAWING: IL-630
 DESIGNED: []
 CHECKED: []
 DATE: 8-11-95

NRC
 NATIONAL RESOURCE CONSULTANTS
 INCORPORATED



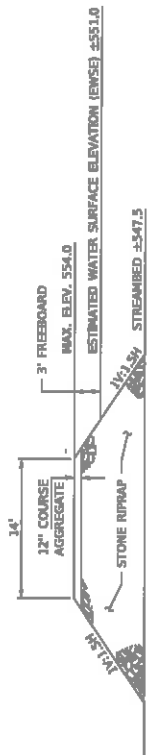
SECTION A-A

RIPRAP CROSS SECTION



SECTION B-B

RIPRAP ANCHOR DETAIL



SECTION C-C

TEMPORARY CAUSEWAY DETAIL

COUNTY: KENDALL DISTRICT: FOREST PRESERVE SHEET: 1 OF 1 DATE: 8-11-95	SCALE: AS SHOWN DRAWN BY: [] CHECKED BY: [] DATE: 8-11-95	PROJECT: STAMPAID RVC, IEL DRAWING: IL-630 SHEET: 1 OF 1 DATE: 8-11-95
--	--	---

SPECIAL PROVISIONS INDEX

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SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, and the Supplemental Specifications, adopted January 1, 2019, which apply to and govern the construction of the Millbrook Bridge Removal, and in case of conflict with any part or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF WORK

The work consists of the demolition and removal of a three span steel truss bridge over the Fox River. The bridge abutments and piers will remain in place. The work will also include temporary cofferdams, temporary causeway, stone riprap shoreline protection and permanent seeding.

LOCATION

The project site is located in Fox Township, Kendall County, in the SW ¼ of Section 9, Township 36 N, Range 6E, 3rd P.M. The existing bridge is located over the Fox River, west of the Village of Millbrook, approximately 200 feet upstream of Whitfield Road.

PREQUALIFICATION OF BIDDERS

Prequalification of bidders in accordance with Section 102.01 of the Standard Specifications shall be required of all bidders on this proposal. The primary Contractor will be required to meet all of the following prequalification code(s) for the discipline of work to be completed:

09A-Structures(Highway)

The Subcontractor will be required to meet the prequalification code for the discipline of work they will be responsible for completing.

FIELD MEASUREMENTS

It shall be the Contractor's full responsibility to verify all dimensions, conditions, materials, and details before ordering materials. The Contractor shall verify the dimensions shown on the plans with those actually existing on the structure to determine if any discrepancies exist. Any discrepancies discovered by the Contractor shall be immediately reported to the Engineer in writing for revisions to plans and/or details as required.

No additional compensation will be allowed to the Contractor for complying with the above requirements. Any revisions to dimensions or details resulting from the required field verifications or for any delays due to required revisions shall be approved by the Engineer.

JOINT UTILITY LOCATING INFORMATION FOR EXCAVATORS

The Contractor's attention is directed to the fact that there exists within the State of Illinois a Joint Utility Locating Information for Excavators (J.U.L.I.E.) System. Many utility companies and municipalities which have gas mains and a number of others are a part of this system.

Instead of the Contractor notifying each individual utility owner that he will be working within the area, it will only be necessary to call the number of the Joint Utility Locating Information for Excavators System which is (800)892-0123 and they will notify all utility companies involved that their respective utility should be located. A minimum of forty-eight hours advance notice is required and the political name of the township where the work is located, along with other location information such as land section and quarter section will have to be given.

PRECAUTIONS FOR UTILITIES

The Contractor shall take whatever precautions which may be necessary to protect the property of the various public utilities which may be located underground or above ground, at or adjacent to the site of this improvement. The Contractor will be required to repair or replace at his own expense, or bear the cost, to repair or replace, any public utility property which has been damaged through negligence. The procedure and specifications of repair will be in accordance with the regulations and/or policy of the utility

PREVAILING WAGES

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed.

The Illinois Department of Labor publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates

All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

UTILITIES

Add the following after the first paragraph of Article 105.07 of the Standard Specifications:

Underground utilities have been plotted from available surveys and records and, therefore, their locations must be considered approximate only. There also may be utilities for which the locations are unknown. Verification of locations of underground utilities, shown or not shown, will be the responsibility of the Contractor. The following utility companies may have facilities within the project limits which will require adjustment:

Name and Address of Utility	Type	Location	Estimated Date Relocation Completed
AT&T Legal Mandate Engineering 1000 Commerce Drive, Floor 1 Oak Brook, IL 60523	Phone		Not Required
ComEd Public Relocation Department One Lincoln Center, Suite 600 Oakbrook Terrace, IL	Cable		Not Required
NICOR Gas 1844 Ferry Road Naperville, IL 60563	Gas		Not Required

REMOVAL OF EXISTING STRUCTURES

Description. This work shall be performed in accordance with Section 501 of the Standard Specifications and as described herein.

The Contractor shall remove the existing steel and timber superstructure. The existing abutments shall remain in place.

The Contractor may remove one or both bridge piers, if they interfere with construction. If the Contractor chooses to remove one or both bridge piers, the pier and footing must be completely removed below the channel flowline to elevation 543.0 feet. The cost of removing the piers will not be measured for payment separately.

The best information available depicting the existing structure dimensions is shown on the plans. This information is intended only as guide to the Contractor and cannot be considered complete information on the existing structure limits.

Basis of Payment. This work shall be included in the contract unit price EACH for REMOVAL OF EXISTING STRUCTURES and no additional compensation will be allowed.

STONE RIPRAP, CLASS A4

Description. This work shall consist of furnishing, transporting and placing a protective course of stone laid as riprap at locations as shown on the plans and as directed by the Engineer. The riprap shall be a minimum of 16 inches thick. Bedding material shall be a minimum of 6 inches thick. Filter fabric will be required.

Quality. The material used for riprap shall be stone conforming to Quality Designation A of Article 1005.01(b) of the Standard Specifications.

Construction Method. Foundation preparation and placing shall be done in accordance with Articles 281.03 and 281.04 of the Standard Specifications and as shown on the plans. The Contractor shall excavate the shoreline to a 1V:2H slope prior to placing the riprap. All excavated material shall be removed from the site. The layout of the erosion control protection system may be varied in the field to suit ground conditions as directed by the Engineer.

Gradation. The material used for riprap shall conform to Gradation Number RR4 of Article 1005.01(c) of the Standard Specifications. The material used for bedding shall conform to Gradation Number RR1 of Article 1005.01(c) of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per TON for STONE RIPRAP, CLASS A4. Filter fabric shall be paid for at the contract unit price per SQ YD for FILTER FABRIC.

SEEDING

Description. The work shall consist of stabilizing all disturbed earth surfaces with seed and erosion control blanket. This work shall be done in accordance with Section 250 and 251 of the Standard Specifications and the following provisions.

Materials. Seeding mixture shall be Class 4 according to Article 250 of the Standard Specifications. Fertilizer will not be required for Class 4 seed mixture.

Construction Requirements. Areas to be seeded consist of all disturbed earth surfaces as directed by the Engineer. Erosion control blanket shall be placed on all seeding areas.

Basis of Payment: This work shall be paid for at the contract unit price per ACRE for SEEDING, CLASS 4 (SPECIAL). Erosion Control blanket shall be paid for at the contract unit price per SQUARE YARD for EROSION CONTROL BLANKET.

TEMPORARY CAUSEWAY

Description. This work shall consist of the construction of a temporary causeway on the west side of the river as shown in the plans.

Construction Requirements. This work shall conform to Sections 202 and 402 of the Standard Specifications and this special provision. The causeway shall be constructed in accordance with the typical section and to the lines, elevations, and grades as shown in the plans.

The causeway design shall provide for conveyance of the low flow rate of 1700 cfs at all times. The causeway design on the plans is provided for the convenience of the Contractor, but the ultimate means and methods of access are the responsibility of the Contractor. The Contractor shall provide an in-stream work plan to the Engineer prior to the start of work.

If the Contractor proposes to construct temporary works not covered by existing permits, the Contractor shall be responsible for the coordination and expense of revising all applicable permits.

Any repairs needed to the causeway during construction shall be incidental to this item. All aggregate shall be removed at the completion of the project, and the area restored to pre-construction grades.

Basis of payment. This item will be at the contract LUMP SUM price for TEMPORARY CAUSEWAY and shall include all labor, equipment, and materials necessary to construct, maintain, and remove the causeway.

USACE AND IDNR PERMITS

The construction of the cofferdams and causeway as shown on the plans have been previously submitted and approved by the US Army Corps of Engineers (USACE) and the Illinois Department of Natural Resources (IDNR). The necessary reviews and public notices have been coordinated by the Owner. The Contractor shall adhere to all permit requirements and conditions.

Should the Contractor plan to undertake construction activities which are not covered by the Permit, the Contractor shall obtain the necessary permits at his expense and present it to the Engineer prior to starting the work & shall not hinder the overall project schedule.

The cost of complying with the above and enclosed permits will not be paid for separately but shall be considered as incidental to the contract.



REPLY TO
ATTENTION OF

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

October 19, 2018

Operations Division

SUBJECT: CEMVR-OD-P-2018-0277

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

Dear Mr. Guritz:

Our office reviewed your application dated 23 February 2018, concerning the proposed bank stabilization efforts and possible pier removal from the Millbrook Bridge over the Fox River in Section 9, Township 36 North Range 6 East in Kendall County, Illinois.

Your projects are covered under Nationwide Permits No. 3 and No.13, as published in the enclosed Fact Sheet No. 8 (IL), provided you meet the In addition to permit conditions for the nationwide permits, which are also included in the Fact Sheet. The Corps has also made a determination of no effect on federally threatened and endangered species or critical habitat. The decision regarding this action is based on information found in the administrative record, which documents the District's decision-making process, the basis for the decision, and the final decision.

A Special Condition has been added to this permit decision to comply with the National Historic Preservation Act. Under separate cover letter is the Memorandum of Agreement (MOA) signed by yourself, the Illinois State Historic Preservation Office (IL SHPO) and the Corps. Demolition of the bridge shall not commence until Stipulation B (3) of the MOA has been completed and the documentation accepted by the IL SHPO.

The Illinois Environmental Protection Agency (IEPA) also issued Section 401 Water Quality Certification with conditions for this nationwide permit. Please note these additional conditions included in the Fact Sheet.

This verification is valid until March 18, 2022, unless the nationwide permit is modified, reissued or revoked. It is your responsibility to remain informed of changes to the nationwide permit program. We will issue a public notice announcing any changes if and when they occur. Furthermore, if you commence or are under contract to commence this activity before the date the nationwide permits are modified or revoked, you will have twelve months from that date to complete your activity under the present terms and conditions of this nationwide permit. If your project plans change, you should contact our office for another determination.

This authorization does not eliminate the requirement that you must still acquire other applicable Federal, state, and local permits. If you have not already coordinated your project with the Illinois Department of Natural Resources – Office of Water Resources, please contact them at 217/782-3863 to determine if a floodplain development permit is required for your project. You may contact the IEPA Facility Evaluation Unit at 217/782-3362 to determine whether additional authorizations are required from the IEPA. Please send any electronic correspondence to EPA.401.bow@illinois.gov.


RECEIVED
OCT 24 2018

You are required to complete and return the enclosed "Completed Work Certification" upon completion of your project, in accordance with General Condition No. 30 of the nationwide permits.

The Rock Island District Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete the attached postcard and return it or go to our Customer Service Survey found on our web site at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. (Be sure to select "Rock Island District" under the area entitled: Which Corps office did you deal with?)

Should you have any questions, please contact our Regulatory Branch by letter, telephone or email Mr. Brant Vollman at 309/794-5380 or brant.j.vollman@usace.army.mil

Sincerely


Donna M. Jones, P.E.
Chief, Illinois/Missouri Section
Regulatory Branch

When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s), of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

Transferee

Date

Enclosures

Copies Furnished:

Mr. Wes Cattoor, P.E.
Office of Water Resources
IL Department of Natural Resources
One Natural Resources Way
Springfield, Illinois 62702-1271
wes.cattoor@illinois.gov

Mr. Joe Frazee
Hampton, Lenzini and Renwick, Inc.
3085 Stevenson Drive, Suite 201
Springfield, Illinois 62703

Mr. Darin LeCrone, P.E.
Illinois Environmental Protection Agency
Division of Water Pollution Control
Permit Sec. 15
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276
epa.401.bow@illinois.gov



Illinois Department of Natural Resources

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

Bruce Ranner, Governor
Wayne A. Rosenibal, Director

Authorization for Incidental Take and Implementing Agreement

Pursuant to the Illinois Endangered Species Protection Act (Act) (520 ILCS 10/5.5) and the regulations adopted to implement the Act (17 Ill. Adm. Code 1080), authorization is hereby granted to Kendall County Forest Preserve District (hereinafter referred to as KCFPD) for the incidental take of the State-endangered greater redhorse (*Moxostoma valenciennesi*) and the State-threatened river redhorse (*Moxostoma carinatum*). The Illinois Department of Natural Resources (hereinafter referred to as Department) has determined that the taking is incidental to activities associated with removal of the Millbrook Bridge over the Fox River in Kendall County, Illinois. The project area is also located within the Fox River Illinois Natural Areas Inventory Site (INAI #1444). The site is included on the INAI due to the presence of specific suitable habitat occupied by endangered and threatened species.

Procedural History

The Department received a conservation plan prepared by KCFPD on October 11, 2017, as a request for authorization for the incidental take of greater redhorse and river redhorse. Additional information was requested by the Department on November 9, 2017, to make the conservation plan complete as prescribed by Ill. Adm. Code 1080.10. Additional information was received by the Department on December 6, 2017 and January 30, 2018. The final conservation plan was accepted as complete by the Department on February 1, 2018. The public notice period will be detailed under #6 of the Compliance section below.

Compliance with the Illinois Endangered Species Protection Act

The Act includes six criteria that must be satisfied for the authorization of incidental take of an endangered or threatened species. These criteria and the Department's determination for each are listed below.

1. The taking will not be the purpose of, but will only be incidental to, the carrying out of an otherwise lawful activity:

The stated and apparent purpose of this proposed action is to demolish and remove the steel bridge trusses of the existing Millbrook Bridge over the Fox River. The concrete and stone abutments and piers will remain in place. During instream work, temporary cofferdams and a causeway will be constructed for dewatering, sediment control, and access. The instream structures will be constructed of non-erodible material. Neither the cofferdams, nor the causeway, will extend across the entire channel to maintain stream flow. All access will be

from the west bank. The cofferdams will be constructed in two phases. The Phase 1 cofferdam will extend from the west bank around the west span. The Phase 2 cofferdam will extend from the east bank around the two east spans. During Phase 2, a temporary stone causeway will be constructed from the west bank to allow access. The causeway will be constructed with stone riprap fill with a coarse aggregate surface. Culverts will be placed through the causeway to facilitate stream flow. During each cofferdam phase, the area will be dewatered and the steel trusses will be demolished by cutting or explosive charge and removed from the coffered area. All debris, equipment, cofferdams, and causeway materials will be removed at the completion of construction. The stone riprap from the causeway will be reused along the west bank to stabilize an eroded area. The estimated duration of the work is four weeks. Total estimated area of impact for species habitat is 0.7 acres.

Take of greater redhorse and river redhorse could occur as a result of being crushed or smothered by equipment or materials used to construct the cofferdams and causeway. Either species could become trapped in the cofferdams and take could occur during the dewatering process. Siltation and sedimentation could impact the gravel channel bottom that both species use for feeding and spawning. The proposed activities may result in indirect impact as a result of noise and vibration that may cause dispersal from habitat or reduce the reproductive success of the species. The take of greater redhorse and river redhorse that could result from this project is not the purpose of KCFPD's activities, but is incidental to the carrying out of an otherwise lawful activity.

2. The parties to the conservation plan will, to the maximum extent practicable, minimize and mitigate the impact caused by the taking:

Proposed minimization and mitigation measures were included in KCFPD's conservation plan.

To meet the "maximum extent practicable" standard, additional minimization and/or mitigation measures may be required beyond those proposed by KCFPD, based on the life history needs of the greater redhorse and river redhorse.

All required minimization and mitigation measures are presented under the Authorization section below.

3. The parties to the conservation plan will ensure that adequate funding for the conservation plan will be provided:

KCFPD has appropriated the necessary funds to complete the project. Estimated costs include funding for demolition, implementation of erosion and sediment control measures, and implementation of the conservation plan.

It is the Department's opinion that KCFPD's stated commitment to funding their proposed minimization and mitigation measures is sufficient to satisfy this criterion.

4. Based on the best available scientific data, the Department has determined that the taking will not reduce the likelihood of survival or recovery of the endangered species or threatened species in the wild within the State of Illinois, the biotic community of which the species are a part, or the habitat essential to the species' existence in Illinois:

Greater Redhorse (*Moxostoma valenciennesi*)

Greater redhorse is an Illinois state-endangered fish species.

Habitat: Greater redhorse is a large, bottom-feeding fish that is typically found in fast-flowing, medium to large rivers, and is occasionally found in river reservoirs and large lakes. The species prefers clear water with substrates of clean sand, gravel, or boulders. The species has little tolerance of siltation and pollution, but can withstand some level of pollution if sufficient current exists to keep spawning areas free of silt deposition.

Reproduction: Spawning occurs in April and May in shallow runs with sand and gravel substrates. During this time, male greater redhorses hold territories and are periodically visited by females ready to breed. Females enter spawning sites from downstream and will hold a position on or just above the substrate for 3-5 seconds. If not joined by a male, she will drift further downstream to try a different spot. After spawning occurs, eggs are buried in the substrate with their tails and no further parental care is given.

Population: Greater redhorse population decline has occurred because of poor water quality and habitat fragmentation.

Range in Illinois: In Illinois, greater redhorses have been found in the Vermilion, Kankakee, Illinois, Wabash, and Fox River basins. Greater redhorse are found in 4 of 102 Illinois counties, including DeKalb, Kane, Kendall, and Livingston. There are currently 7 extant Element Occurrence Records of greater redhorse in the Illinois Natural Heritage Database.

Incidental Take Authorizations: The Department has 7 previously issued or pending Incidental Take Authorizations for greater redhorse. Previous projects included a bridge replacement, pipeline installation, and hydroelectric dam projects. This is the second authorization for the taking of greater redhorse in Kendall County, the first authorization executed for this species was over 33.5 river miles upstream.

River Redhorse (*Moxostoma carinatum*)

River redhorse is an Illinois state-threatened fish species.

Habitat: River redhorse is a large, bottom-feeding fish found in large clear creeks, rivers, and occasionally lakes. The species prefers deep pools with moderate current over bedrock or gravel substrates, and is intolerant of high turbidity (murky water), siltation, and pollution.

Reproduction: Spawning occurs between May and June. During this time, adult river redhorse migrate to shallow riffles to spawn at night. Mating takes place when two males press a single female between them, and eggs and sperm are released from the three fish. River redhorse bury their eggs in fine gravel with their tails, and no further parental care is given.

Population: River redhorse population decline has occurred because of poor water quality and habitat fragmentation. The presence of river redhorse in an aquatic system is considered an indicator of good water quality.

Range in Illinois: In Illinois, river redhorse are found in the Vermilion, Kankakee, Illinois, Des Plaines, Wabash, Fox, and Mississippi River basin. River redhorse are found in twelve (12) of 102 Illinois counties. There are currently twenty-eight (28) extant Element Occurrence Records of river redhorse in the Illinois Natural Heritage Database.

Incidental Take Authorizations: The Department has thirteen (13) previously issued or pending Incidental Take Authorizations for river redhorse. Previous projects included bridge replacements, a diffuser installation, hydroelectric dam construction, dam removal, railroad construction, and oil pipeline installation. Past applicants have been required to minimize instream project footprints, conduct instream work outside of fish spawning season, relocate fish trapped in cofferdams, and provide monetary support for future fish research. This is the second authorization for the taking of river redhorse in Kendall County, the first authorization executed for this species was over 33.5 river miles upstream.

Based on the amount of habitat impacted by this project, the number of known occurrences of the threatened species in Illinois, an assessment of the potential effect of this project on the listed species in the project footprint, the conservation measures included in this authorization for incidental take, and the understanding that vulnerability and recovery information on the species remains limited; the Department has concluded that the taking proposed herein will not reduce the likelihood of survival or recovery of the greater redhorse and river redhorse in the wild within the State of Illinois, the biotic community of which the species are a part, or the habitat essential to the species' existence in Illinois.

5. Any measures required under Section 5.5(b)(6) of the Act will be performed:

These measures are listed below under "Authorization." This authorization is, by definition, subject to those terms and conditions and the signature of a representative of KCFPD indicates their commitment to performing those measures.

6. The public has received notice of the application and has had the opportunity to comment before the Department made any decision regarding the application:

Public notice of KCFPD's request for authorization of incidental take was published in the *Breeze Courier* (official state newspaper) on February 8, 2018, and in the *Kendall County Record* on February 8, 15, 22, and March 1, 2018. A copy of the conservation plan was deposited at the Yorkville Public Library, where it was available for public review. The deadline for public comment was April 1, 2018. No comments were received from the public.

Authorization

It is the determination of the Department that the measures that will be implemented by KCFPD will adequately minimize and mitigate the anticipated taking of greater redhorse and river redhorse incidental to activities associated with Millbrook Bridge removal over the Fox River in Kendall County, Illinois. Further, the Department has concluded that the take authorized herein will not reduce the likelihood of survival or recovery of the greater redhorse and river redhorse in the wild within the State of Illinois, the biotic community of which the species are a part, or the habitat essential to the species' existence in Illinois. Additional listed species may inhabit the Fox River, this agreement does not authorize take of any species except the greater redhorse and river redhorse.

All terms and conditions included in the aforementioned conservation plan submitted by KCFPD to the Department are incorporated into this agreement by reference and are made a part thereof.

Pursuant to Section 5.5 of the Illinois Endangered Species Protection Act [520 ILCS 10/5.5] and the Administrative Rules for the Incidental Taking of Endangered and Threatened Species [Ill. Adm. Code 1080.40(b)], this authorization is issued subject to the following terms and conditions, which may include additions or modifications to the minimization and mitigation measures proposed by KCFPD in the conservation plan:

1. This authorization is effective upon the signature of the Department and shall remain in effect for a period of five (5) years from the date of the Department signature, unless terminated by written agreement of both parties.

This authorization may be revoked pursuant to the Act and Ill. Adm. Code 1080.80(b) if the Department finds that KCFPD has failed to comply with any of these terms and conditions or has been responsible for the taking of the greater redhorse and river redhorse beyond that which is incidental to activities associated with the Millbrook Bridge removal over the Fox River in Kendall County, Illinois.

2. The effective period of this authorization may be altered by mutual written agreement between KCFPD and the Department. The Illinois Endangered Species Protection Board shall be notified of any such alteration.

Any substantive changes, including but not limited to a change in the project footprint or a change in the State-listed species which could potentially be affected, will require that a new conservation plan be submitted to the Department to initiate the review and public notice process as required by the Act.

3. This authorization may only be transferred upon approval and written authorization by the Department.
4. Notification to all on-site personnel shall be provided on the sensitive biological resources in the area, the identification of listed species, regulations protecting the species, where the species might be found, avoidance areas, travel restrictions for equipment and vehicles, how to report sightings or incidents that may involve take, and the importance of avoiding take of the species. KCFPD shall submit a copy of the education materials to the Department.
5. The Department reserves the right of entry by its staff or representatives to inspect species, potential habitat, and species management practices.
6. Biological consultants employed by KCFPD shall be qualified in working with these species and hold the necessary permits for work with non-listed and listed species; these include an Illinois Department of Natural Resources (IDNR) Scientific Collection Permit as authorized under 17 Illinois Administrative Code 520, and an IDNR Endangered Species Permit as authorized under 17 Illinois Administrative Code 1070.
7. The salvage of non-listed aquatic life is hereby authorized by the Department with signature of this agreement per the Illinois Fish and Aquatic Life Code (515 ILCS 5/1-150).
8. Any discoveries of additional State-listed species beyond those identified in this agreement halts work and shall be reported to the Department within 48 hours accompanied by location information (photograph, map, and GPS coordinates).
9. KCFPD shall notify the Department's Endangered Species Program by email correspondence of construction commencement and completion of the Millbrook Bridge removal over the Fox River. A project status report shall be submitted to the Department within 90 days of project completion summarizing the implementation or status of minimization (including a list of all species relocated from within cofferdams), mitigation, and restoration measures and evaluating the effectiveness of those measures and shall include a project photo log. The report shall also include a map and GPS coordinates of any listed species found within the project footprint, description of any injuries or mortalities, and the disposition of any individuals that were injured or killed.
10. KCFPD shall conduct, or cause to be conducted, the following pre-construction or construction efforts:

- a. Erosion and sediment control measures shall be implemented in all areas. Disturbance of vegetation shall be minimized to prevent erosion and sedimentation. All disturbed areas shall be stabilized upon completion of construction activities.
- b. Erosion and sediment control measures shall be monitored daily to ensure effectiveness.
- c. Erosion and sediment control measures shall be inspected prior to continuation of construction, after events of heavy rain.
- d. No construction debris shall be deposited into the stream channel. Excavated materials shall be removed from the channel and disposed in an upland location.
- e. Cofferdams and a causeway shall be used to facilitate construction. Work shall take place during periods of low flow to avoid failure of cofferdams and causeway.
- f. Culverts shall be placed in the temporary stone causeway to maintain stream flow.
- g. Timber mats or low ground pressure tires shall be used on construction equipment to access dewatered areas in the channel.
- h. All fish and other aquatic species shall be removed from the coffered area during dewatering and relocated to suitable habitat (fish downstream) by a permitted biologist.
- i. Work shall not occur during the spawning seasons of greater redhorse or river redhorse (April through June).

11. KCFPD shall conduct, or cause to be conducted, the following post-construction monitoring measures for greater redhorse and river redhorse during Year 2:

- a. A survey of the project area fish assemblage. The survey shall use IDNR protocols (two, thirty-minute runs of pulsed-DC boat electrofishing) in a reach centered on the project area. The survey shall be conducted during summer flow conditions.
- b. The survey shall be conducted outside spawning season (April through June).
- c. A report including, but not limited to, the survey methodology utilized, a map of the surveyed reach, recorded abundance of each encountered species for each thirty-minute run, an estimate of mean width and depth within the survey reach, length of the surveyed reach and a qualitative description of survey reach characteristics (e.g., flow, substrate, habitat composition). Photos (which include distinguishing characteristics) of listed species shall be included with the report.
- d. The survey report shall be provided to the Department within 90 days of completion of the survey.

12. Mitigation to the maximum extent practicable is required by the Act. Mitigation requirements for this authorization are calculated as follows:

- a. KCFPD shall acquire and protect in perpetuity similar riverine habitat in Little Rock Creek, a tributary to the Fox River 2.5 miles upstream. The proposed acquisition is a 135-acre property with 1.25 miles of stream corridor with habitat suitable for the greater redhorse and river redhorse, including suitable spawning substrate.

- b. Mitigation payments are nonrefundable, including events of revocation or termination. Proof of acquisition must be provided to the Department within 6 months of execution.

Mitigation values are based on the Department's best current understanding of the species life history needs and impact analysis relevant to the project site's proposed conceptual design elements available at the time of review.

13. All reports, notifications, and other project documentation shall be submitted to:

Illinois Department of Natural Resources
Office of Resource Conservation
Endangered Species Program – Incidental Take Authorization Coordinator
One Natural Resource Way
Springfield, IL 62702-1271

(217)557-8243

DNR.ITAcoordinator@illinois.gov

The Department's Endangered Species Program shall provide all reports required under this agreement to the Illinois Endangered Species Protection Board and to the Department's Natural Heritage Database.

14. The KCFPD official identified below is authorized to execute this agreement. Execution by KCFPD indicates acceptance of all terms and conditions described in this authorization.
15. The execution of this agreement does not waive or excuse the responsibilities of KCFPD to comply with other Federal, State, or local regulations, including but not limited to obtaining any required permits for the execution of this project.

For the Illinois Department of Natural Resources:



Mr. Christopher L. Young, Director
Office of Resource Conservation

8/23/18

Date

For Kendall County Forest Preserve District:



Mr. David Guritz, Director

8/15/2018

Date

To: Kendall County Forest Preserve District Committee of the Whole
 From: David Gurtz, Director
 RE: Grant-Funded Nursery Stock Orders (FFKC-KCFPD)
 Date: 14-May-19

Project budget \$11,278 Total
 ICECF-K-12 \$2,350.00
 ICECF-HRCG \$7,928.00
 Ellis Pond Shoreline \$1,000.00

Nursery Stock Species		Possibility Place Nursery						
Genus	Species	Common Name	Cost per Flat	Flat Count	Cost Per Unit	# of Flats Requested	Extended Cost	
Acorus	calamus	Sweet Flag	\$33.60	32	\$1.05	5	\$168.00	
Actinomeris	alternifolia	Wingstem						
Agalinis	purpurea	Purple Fox Glove						
Allisma	triviale	Lrg.-Flowered Water Plantain						
Amorpha	canescens	Lead Plant	\$63.00	32	\$1.97	5	\$315.00	
Amorpha	fruticosa	Indigo Bush						
Andropogon	scoparius	Little Blue Stem						
Anemone	canadensis	Meadow Anemone	\$63.00	32	\$1.97	5	\$315.00	
Aquilegia	canadensis	Wild Columbine	\$33.60	32	\$1.05	5	\$168.00	
Asclepias	incarnata	Swamp Milkweed	\$33.60	32	\$1.05	5	\$168.00	
Asclepias	sullivantii	Prairie Milkweed						
Asclepias	tuberosa	Butterfly Milkweed	\$33.60	32	\$1.05	5	\$168.00	
Asclepias	verticillata	Whorled Milkweed	\$33.60	32	\$1.05	5	\$168.00	
Asclepias	viridiflora	Short Green Milkweed						
Aster	azureus	Sky Blue Aster						
Aster	cordifolius	Heart-leaved Aster	\$33.60	32	\$1.05	3	\$100.80	
Aster	ericoides	Heath Aster	\$33.60	32	\$1.05	3	\$100.80	
Aster	laevis	Smooth Blue Aster						
Aster	novae-angliae	New England Aster	\$33.60	32	\$1.05	4	\$134.40	
Aster	shortii	Short's Aster	\$33.60	32	\$1.05	3	\$100.80	
Astragalus	canadensis	Canadian Milk Vetch	\$33.60	32	\$1.05	5	\$168.00	
Baptisia	leucantha	White Wild Indigo	\$33.60	32	\$1.05	7	\$235.20	
Baptisia	leucophaea	Cream Wild Indigo	\$33.60	32	\$1.05	7	\$235.20	
Bouteloua	curtipendula	Side-Oats Grama						
Cacalia	atriplicifolia	Pale Indian Plantain						
Calopogon	tuberosus	Grass Pink Orchid						
Carnassia	scilloides	Wild Hyacinth						
Cassia	hebecarpa	Wild senna						
Chelone	glabra	Turtlehead	\$33.60	32	\$1.05	5	\$168.00	
Coreopsis	lanceolata	Sand Coreopsis	\$33.60	32	\$1.05	3	\$100.80	
Coreopsis	palmata	Prairie Coreopsis						
Coreopsis	tripteris	Tall Coreopsis						
Danthonia	spicata	Poverty Oat Grass						
Echinacea	pallida	Purple Coneflower	\$33.60	32	\$1.05	5	\$168.00	
Elymus	canadensis	Canada Wild Rye	\$33.60	32	\$1.05	10	\$336.00	

Eragrostis	spectabilis	Purple Love Grass	\$33.60	32	\$1.05	10	\$336.00
Eriogon	puberulus	Robin's Plantain					
Eryngium	yuccifolium	Rattlesnake Master	\$33.60	32	\$1.05	4	\$134.40
Eupatorium	altissimum	Tail Boneset					
Gentiana	andrewsii	Bottle Gentian	\$33.60	32	\$1.05	10	\$336.00
Gentiana	procera	Small Fringed Gentian					
Gentiana	puberulenta	Prairie Gentian					
Gentiana	quinquefolia occidentalis	Stiff Gentian					
Helianthus	autumnale	Sneezeweed	\$33.60	32	\$1.05	5	\$168.00
Helianthus	bicknellii	Rockrose					
Helianthus	decapetalus	Pale Sunflower					
Helianthus	rigidus	Prairie Sunflower					
Heuchera	richardsonii	Prairie Alum Root	\$33.60	32	\$1.05	3	\$100.80
Hieracium	longipilum	Long-Bearded Hawkweed					
Hieracium	scabrum	Rough Hawkweed					
Iris	virginica shrevei	Blue Flag Iris	\$33.60	32	\$1.05	10	\$336.00
Juncus	nodosus	Joint Rush					
Justicia	americana	Water Willow					
Kuhnia	eupatorioides corymbulosa	False Boneset					
Lespedeza	capitata	Round-headed Bush Clover	\$33.60	32	\$1.05	5	\$168.00
Liatis	aspera	Round Blazing Star	\$33.60	32	\$1.05	7	\$235.20
Liatis	pycnostachya	Prairie Blazing Star	\$33.60	32	\$1.05	4	\$134.40
Lilium	philadelphicum andinum	Prairie Lily	\$108.00	32	\$3.38	5	\$540.00
Lithospermum	canescens	Hoary Puccoon					
Lithospermum	incisum	Fringed Puccoon					
Lithospermum	latifolium	Broad-leaved Puccoon					
Lobelia	siphilitica	Great Blue Lobelia					
Lobelia	spicata	Pale Spiked Lobelia	\$33.60	32	\$1.05	4	\$134.40
Mimulus	ringens	Monkey Flower	\$33.60	18	\$1.87	5	\$168.00
Mertensia	virginica	Virginia bluebells					
Monarda	clinopodia	Basil Bee Balm					
Monotropa	uniflora	Indian Pipe					
Nuphar	advena	Yellow Pond Lily					
Nymphaea	tuberosa	White Water Lily					
Oenothera	pilosella	Prairie Sundrops	\$33.60	18	\$1.87	5	\$168.00
Onoclea	sensibilis	Sensitive Fern	\$70.00	18	\$3.89	5	\$350.00
Orchis	spectabilis	Showy Orchis					
Panax	quinquefolius	Ginseng					
Panicum	virgatum	Switch Grass	\$33.60	32	\$1.05	10	\$336.00
Parthenium	integrifolium	Wild Quinine	\$33.60	32	\$1.05	7	\$235.20
Penstemon	calycosus	Smooth Beard Tongue					
Penstemon	digitalis	Foxglove Beard Tongue	\$33.60	32	\$1.05	4	\$134.40

Petalosternum candidum	White Prairie Clover	\$33.60	32	\$1.05	4	\$134.40
Petalosternum foliosum	Leafy Prairie Clover					
Petalosternum purpureum	Purple Prairie Clover	\$33.60	32	\$1.05	4	\$134.40
Phlox glaberrima interior	Marsh Phlox	\$72.00	32	\$2.25	5	\$360.00
Phlox pilosa fulgida	Prairie Phlox					
Physostegia virginiana arenaria	Obedient Plant					
Physostegia virginiana arenaria	Prairie Obedient Plant					
Potentilla arguta	Prairie Cinquefoil	\$33.60	32	\$1.05	5	\$168.00
Pycnanthemum virginianum	Common Mountain Mint	\$33.60	32	\$1.05	5	\$168.00
Prunella vulgaris lanceolata	Self Heal					
Rosa blanda	Early Wild Rose	\$45.00	18	\$2.50	4	\$180.00
Rosa carolina	Pasture Rose					
Rosa setigera	Illinois Rose	\$63.00	32	\$1.97	4	\$252.00
Rudbeckia laciniata	Wild Golden Glow	\$33.60	32	\$1.05	4	\$134.40
Sagittaria latifolia	Common Arrowhead					
Sagittaria rigida	Stiff Arrowhead					
Scirpus atrovirens	Dark Green Rush	\$33.60	32	\$1.05	5	\$168.00
Scirpus validus creber	Great Bulrush					
Senecio plattensis	Prairie Ragwort					
Silene antirrhina	Sleepy Catchfly					
Silene nivea	Snowy Campion					
Silene stellata	Starry Campion	\$72.00	32	\$2.25	5	\$360.00
Silene virginica	Fire Pink					
Silphium integrifolium deamii	Deam's Rosin Weed	\$33.60	32	\$1.05	5	\$168.00
Silphium laciniatum	Compass Plant	\$33.60	32	\$1.05	5	\$168.00
Silphium terebinthinaceum	Prairie Dock	\$33.60	32	\$1.05	5	\$168.00
Solidago speciosa	Showy Goldenrod	\$33.60	32	\$1.05	5	\$168.00
Sporobolus cryptandrus	Sand Dropseed					
Sporobolus heterolepis	Prairie Dropseed	\$33.60	32	\$1.05	10	\$336.00
Thalictrum dioicum	Early Meadow Rue	\$72.00	32	\$2.25	5	\$360.00
Tradescantia ohioensis	Common Spiderwort	\$33.60	32	\$1.05	5	\$168.00
Triosteum aurantiacum	Early Horse Gentian					
Triosteum perfoliatum	Late Horse Gentian					
Verbena hastata	Blue Vervain	\$33.60	32	\$1.05	5	\$168.00
Verbena simplex	Narrow-leaved Vervain					
Veronica fasciculata	Common Ironweed	\$33.60	32	\$1.05	5	\$168.00
Total Order						\$11,264.00

Possibility Place Nursery

7548 W. Monee-Manhattan Rd.

Monee, IL 60449

(708) 534-3988

Quote

Invoice #: 00116354

Phone: 630-553-4131 jason

Fax: 630-553-4023

Bill To:

KENDALL COUNTY FOREST PRESERVE

110 W MADISON ST

YORKVILLE, IL 60460

Ship To:

KENDALL COUNTY FOREST PRESERVE

110 W MADISON ST

YORKVILLE, IL 60460

SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS		DATE	PG.
KELSAY SHAW		plugs	Pick Up				Net 30		5/8/19	1
QTY.	ITEM NO.	DESCRIPTION			PRICE	UNIT	LOCATION	DISC %	EXTENDED PRICE	TX.
		Numbers will need to be adjusted based on germination but species listed are available. Cost per unit on stander species = \$0.95 per unit, all others are as listed.								
	ZACOAMER-32	ACORUS AMERICANUS Sweet Flag			\$33.60	flat				
	ZAMOCANE-32	AMORPHA CANESCENS Lead plant			\$63.00	flat				
	ZANECANA-32	ANEMONE CANADENSIS Meadow Anemone			\$63.00	flat				
	ZAQUCANA-32	AQUILEGIA CANADENSIS Columbine			\$33.60	flat				
	ZASCINCA-32	ASCLEPIAS INCARNATA Swamp milkweed			\$33.60	flat				
	ZASCTUBE-32	ASCLEPIAS TUBEROSA Butterfly Weed			\$33.60	flat				
	ZASCVERT-32	ASCLEPIAS VERTICILLATA Whorled Milkweed			\$33.60	flat				
A 1.8% PER MONTH FINANCE CHARGE WILL BE ADDED TO OUTSTANDING BALANCES MORE THAN 30 DAYS PAST DUE. CUSTOMER AGREES TO PAY										
NOTE: ALL KNIT FABRIC IN-GROUND CONTAINERS (ROOT BAGS) AND BURLAP MUST BE REMOVED FROM PLANT MATERIAL BEFORE PLANTING.							SALE AMT. FREIGHT SALES TAX TOTAL AMT. PAID TODAY			
Signature: _____							BALANCE DUE			

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YORKVILLE, IL 60460

SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS	DATE	PG.	
KELSAY SHAW		plugs	Pick Up				Net 30	5/8/19	2	
QTY.	ITEM NO.	DESCRIPTION			PRICE	UNIT	LOCATION	DISC %	EXTENDED PRICE	TX.
	ZSYMCORD-32	SYMPHYOTRICHUM CORDIFOLIUM (ASTER CORDIFOLIUS) Common Blue Wood Aster			\$33.60	flat				
	ZSYMERIC-32	SYMPHYOTRICHUM ERICOIDES (ASTER ERICOIDES) Heath Aster			\$33.60	flat				
	ZSYMNOVA-32	SYMPHYOTRICHUM NOVAE-ANGLIAE (ASTER NOVAE-ANGLIAE) New England Aster			\$33.60	flat				
	ZSYMESHOR-32	SYMPHYOTRICHUM SHORTII (ASTER SHORTII) Short's aster			\$33.60	flat				
	ZASTCANA-32	ASTRAGALUS CANADENSIS Canadian Milkvetch			\$33.60	flat				
	ZBAPALBA-32	BAPTISIA ALBA White Wild Indigo			\$33.60	flat				
	ZBAPBRAC-32	BAPTISIA BRACTEATA			\$33.60	flat				
A 1.8% PER MONTH FINANCE CHARGE WILL BE ADDED TO OUTSTANDING BALANCES MORE THAN 30 DAYS PAST DUE. CUSTOMER AGREES TO PAY										
NOTE: ALL KNIT FABRIC IN-GROUND CONTAINERS (ROOT BAGS) AND BURLAP MUST BE REMOVED FROM PLANT MATERIAL BEFORE PLANTING.										
Signature: _____										
							SALE AMT.			
							FREIGHT			
							SALES TAX			
							TOTAL AMT.			
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SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS	DATE	PG.	
KELSAY SHAW		plugs	Pick Up				Net 30	5/8/19	3	
QTY.	ITEM NO.	DESCRIPTION			PRICE	UNIT	LOCATION	DISC %	EXTENDED PRICE	TX.
	ZCHEGLAB-32	Cream Wild Indigo CHELONE GLABRA			\$33.60	flat				
	ZCORLANC-32	Turtle head COREOPSIS LANCEOLATA			\$33.60	flat				
	ZCORTRIP-32	Sand coreopsis COREOPSIS TRIPTERIS			\$33.60	flat				
	ZBCHPALL-32	Tall coreopsis ECHINACEA PALLIDA			\$33.60	flat				
	ZELYCANA-32	Pale Purple Coneflower ELYMUS CANADENSIS			\$33.60	flat				
	ZERASPEC-32	Canada Wild Rye ERAGROSTIS SPECTABILIS			\$33.60	flat				
	ZERYYUCC-32	Purple Love Grass ERYNGIUM YUCCIFOLIUM			\$33.60	flat				
	ZGENANDR-32	Rattlesnake Master GENTIANA ANDREWSII			\$33.60	flat				
	ZHELAUTU-32	Bottle gentian **ITEM NOT AVAILABLE** HELENIUM			\$33.60	flat				
A 1.8% PER MONTH FINANCE CHARGE WILL BE ADDED TO OUTSTANDING BALANCES MORE THAN 30 DAYS PAST DUE. CUSTOMER AGREES TO PAY										
NOTE: ALL KNIT FABRIC IN-GROUND CONTAINERS (ROOT BAGS) AND BURLAP MUST BE REMOVED FROM PLANT MATERIAL BEFORE PLANTING.										
Signature: _____										
							SALE AMT.			
							FREIGHT			
							SALES TAX			
							TOTAL AMT.			
							PAID TODAY			
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SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS		DATE	PG.
KELSAY SHAW		plugs	Pick Up				Net 30		5/8/19	4
QTY.	ITEM NO.	DESCRIPTION			PRICE	UNIT	LOCATION	DISC %	EXTENDED PRICE	TX.
	ZHEURICH-32	AUTUMNALE Sneezeweed			\$33.60	flat				
	ZIRIVIRG-32	HEUCHERA RICHARDSONII Prairie Alumroot			\$33.60	flat				
	ZKUHEUPA-32	IRIS VIRGINICA SHREVEI Blue Flag Iris			\$33.60	flat				
	ZLESCAPI-32	KUHNTIA EUPATORIODES False Boneset			\$33.60	flat				
	ZLIAASPE-32	LESPEDEZA CAPITATA Round Headed Bush Clover			\$33.60	flat				
	ZLIAPYCN-32	LIATRIS ASPERA Rough Blazing Star			\$33.60	flat				
	ZLILPHIL-32	LIATRIS PYCNOSTACHYA Prairie Blazing Star			\$108.00	flat				
	ZLOBSPIC-32	LILIUM PHILADELPHICUM Prairie Lily			\$33.60	flat				
	ZMIMRING-32	LOBELIA SPICATA Pale-spiked Lobelia			\$33.60	flat				
A 1.8% PER MONTH FINANCE CHARGE WILL BE ADDED TO OUTSTANDING BALANCES MORE THAN 30 DAYS PAST DUE. CUSTOMER AGREES TO PAY										
NOTE: ALL KNIT FABRIC IN-GROUND CONTAINERS (ROOT BAGS) AND BURLAP MUST BE REMOVED FROM PLANT MATERIAL BEFORE PLANTING.							SALE AMT. FREIGHT SALES TAX TOTAL AMT. PAID TODAY			
Signature: _____							BALANCE DUE			

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SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS		DATE	PG.
KELSAY SHAW		plugs	Pick Up				Net 30		5/8/19	5
QTY.	ITEM NO.	DESCRIPTION			PRICE	UNIT	LOCATION	DISC %	EXTENDED PRICE	TX.
	ZOENPILO-18	Monkey Flower OENOTHERA PILOSELLA			\$33.60	flat				
	ZONOSENS-18	Prairie Sundrops ONOCLEA SENSIBILIS			\$70.00	flat				
	ZPANVIRG-32	Sensitive Fern PANICUM VIRGATUM			\$33.60	flat				
	ZPARINTE-32	Switch Grass PARTHENIUM INTEGRIFOLIUM			\$33.60	flat				
	ZPENDIGI-32	Wild Quinine PENSTEMON DIGITALIS			\$33.60	flat				
	ZDALCAND-32	Foxglove Beardtongue DALEA CANDIDA			\$33.60	flat				
	ZDALPURP-32	White prairie clover DALEA PURPUREA			\$33.60	flat				
	ZPHLGLAB-32	Purple Prairie Clover PHLOX GLABERRIMA			\$72.00	flat				
	ZPOTARGU-32	INTERIOR Marsh Phlox POTENTILLA ARGUTA			\$33.60	flat				
	ZPYCVIRG-32	Prairie Cinquefoil PYCNANTHEMUM VIRGINIANUM			\$33.60	flat				
A 1.8% PER MONTH FINANCE CHARGE WILL BE ADDED TO OUTSTANDING BALANCES MORE THAN 30 DAYS PAST DUE. CUSTOMER AGREES TO PAY										
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SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS		DATE	PG.
KELSAY SHAW		plugs	Pick Up				Net 30		5/8/19	6
QTY.	ITEM NO.	DESCRIPTION			PRICE	UNIT	LOCATION	DISC %	EXTENDED PRICE	TX.
	ZRUDLACI-32	Mountain Mint RUDBECKIA LACINIATA			\$33.60	flat				
	ZSCIATRO-32	Wild Golden Glow SCIRPUS ATROVIRENS			\$33.60	flat				
	ZSILSTEL-32	Dark-green bulrush SILENE STELLATA			\$72.00	flat				
	ZSILINTE-32	Starry Campion SILPHIUM INTEGRIFOLIUM			\$33.60	flat				
	ZSILLACI-32	Rosin Weed SILPHIUM LACINIATUM			\$33.60	flat				
	ZSILTERE-32	Compass Plant SILPHIUM TEREBINTHINACEUM			\$33.60	flat				
	ZSOLSPEC-32	Prairie Dock SOLIDAGO SPECIOSA			\$33.60	flat				
	ZSPOHETE-32	Showy Goldenrod SPOROBOLUS HETEROLEPIS			\$33.60	flat				
	ZTHADIOI-32	Northern Dropseed THALICTRUM DIOICUM			\$72.00	flat				
	ZTRAOHIE-32	Early Meadow Rue TRADESCANTIA			\$33.60	flat				
A 1.8% PER MONTH FINANCE CHARGE WILL BE ADDED TO OUTSTANDING BALANCES MORE THAN 30 DAYS PAST DUE. CUSTOMER AGREES TO PAY										
NOTE: ALL KNIT FABRIC IN-GROUND CONTAINERS (ROOT BAGS) AND BURLAP MUST BE REMOVED FROM PLANT MATERIAL BEFORE PLANTING.							SALE AMT. FREIGHT SALES TAX TOTAL AMT. PAID TODAY			
Signature: _____							BALANCE DUE			

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SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS		DATE	PG.
KELSAY SHAW		plugs	Pick Up				Net 30		5/8/19	7
QTY.	ITEM NO.	DESCRIPTION			PRICE	UNIT	LOCATION	DISC %	EXTENDED PRICE	TX.
	ZVERHAST-32	OHIENSIS Ohio Spiderwort			\$33.60	flat				
	ZVERFASC-32	VERBENA HASTATA Blue Vervain			\$33.60	flat				
	ZROSBLAN-18	VERNONIA FASCICULATA Common Ironweed			\$45.00	flat				
	ZROSSETI-32	ROSA BLANDA Early Wild Rose			\$63.00	flat				
		ROSA SETIGERA Illinois Rose								
<p>The project calls for a total of \$11278 in material of which the above species can certainly max that out; but because there are no specific numbers accompanying the asked for species or a time-table</p>										
<p>A 1.8% PER MONTH FINANCE CHARGE WILL BE ADDED TO OUTSTANDING BALANCES MORE THAN 30 DAYS PAST DUE. CUSTOMER AGREES TO PAY</p>										
<p>NOTE: ALL KNT FABRIC IN-GROUND CONTAINERS (ROOT BAGS) AND BURLAP MUST BE REMOVED FROM PLANT MATERIAL BEFORE PLANTING.</p>							<p>SALE AMT. FREIGHT SALES TAX TOTAL AMT. PAID TODAY</p>			
<p>Signature: _____</p>							BALANCE DUE			

Possibility Place Nursery
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SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS		DATE	PG.
KELSAY SHAW		plugs	Pick Up				Net 30		5/8/19	8
QTY.	ITEM NO.	DESCRIPTION			PRICE	UNIT	LOCATION	DISC %	EXTENDED PRICE	TX.
		for delivery I am unable give further info until breakout numbers from the client have been passed along to us.								
A 1.8% PER MONTH FINANCE CHARGE WILL BE ADDED TO OUTSTANDING BALANCES MORE THAN 30 DAYS PAST DUE. CUSTOMER AGREES TO PAY										
NOTE: ALL KNIT FABRIC IN-GROUND CONTAINERS (ROOT BAGS) AND BURLAP MUST BE REMOVED FROM PLANT MATERIAL BEFORE PLANTING.							SALE AMT.		\$0.00	
							FREIGHT		\$0.00	
							SALES TAX		\$0.00	
							TOTAL AMT.		\$0.00	
							PAID TODAY		\$0.00	
Signature: _____							BALANCE DUE		\$0.00	

KENDALL COUNTY FOREST PRESERVE DISTRICT
 PROJECT #19-06-001 - EXHIBIT A
 SEED MIX REQUIRED - 55.0 ACRES
 EST: \$1,000 PER ACRE
 FORBS

KENDALL CO. FPD, POLLINATOR SEED MIX, 55-ACRES

Description	% by wt.	OZ PER ACRE	POUNDS FOR 55-ACRES	# SEEDS PER ACRE	# SEEDS PER 55-ACRES	/sq. ft.	% by ct.
Allium stellatum (Prairie Onion)	0.963	1	3.4375	11,000	605000	0.3	0.49
Asclepias incarnata (Rose Milkweed)	1.925	2	6.875	9,600	528000	0.2	0.43
Asclepias syriaca (Common Milkweed)	1.444	1.5	5.15625	6,000	330000	0.1	0.27
Asclepias tuberosa (Butterfly Weed)	0.963	1	3.4375	4,300	236500	0.1	0.19
Asclepias verticillata (Whorled Milkweed)	1.925	2	6.875	22,000	1210000	0.5	0.99
Aster laevis (Smooth Blue Aster)	0.963	1	3.4375	55,000	3025000	1.3	2.47
Aster lateriflorus (Calico Aster)	0.481	0.5	1.71875	125,000	6875000	2.9	5.61
Aster novae-angliae (New England Aster)	0.963	1	3.4375	80,000	4400000	1.8	3.59
Baptisia alba (White Wild Indigo)	0.481	0.5	1.71875	850	46750	0	0.04
Chamaecrista fasciculata (Partridge Pea)	4.813	5	17.1875	13,500	742500	0.3	0.61
Cirsium discolor (Pasture Thistle)	0.481	0.5	1.71875	3,200	176000	0.1	0.14
Coreopsis lanceolata (Lance-leaf Coreopsis)	2.888	3	10.3125	60,000	3300000	1.4	2.70
Dalea purpurea (Purple Prairie Clover)	2.888	3	10.3125	45,000	2475000	1	2.02
Echinacea pallida (Pale Purple Coneflower)	2.888	3	10.3125	15,600	858000	0.4	0.70
Echinacea purpurea (Purple Coneflower)	1.925	2	6.875	13,200	726000	0.3	0.59
Eryngium yuccifolium (Rattlesnake Master)	1.925	2	6.875	15,000	825000	0.3	0.67
Gaura longiflora (Large-flowered Gaura)	0.481	0.5	1.71875	1,350	74250	0	0.06
Helianthus pauciflorus (Showy Sunflower)	0.241	0.25	0.859375	1,000	55000	0	0.04
Lespedeza capitata (Round-headed Bush Clover)	0.481	0.5	1.71875	4,000	220000	0.1	0.18
Liatris illinoensis (Meadow Blazing Star)	1.925	2	6.875	20,000	1100000	0.5	0.90
Liatris pycnostachya (Prairie Blazing Star)	1.925	2	6.875	22,000	1210000	0.5	0.99
Lobelia siphilitica (Great Blue Lobelia)	0.963	1	3.4375	500,000	27500000	11.5	22.46
Monarda fistulosa (Wild Bergamot)	0.481	0.5	1.71875	35,000	1925000	0.8	1.57
Parthenium integrifolium (Wild Quinine)	0.241	0.25	0.859375	1,750	96250	0	0.08
Penstemon digitalis (Foxglove Beardtongue)	0.963	1	3.4375	130,000	7150000	3	5.84
Pycnanthemum verticillatum var. pilosum (Hairy Mountain)	1.925	2	6.875	370,000	20350000	8.5	16.62
Pycnanthemum virginianum (Mountain Mint)	0.481	0.5	1.71875	110,000	6050000	2.5	4.94
Ratibida pinnata (Yellow Coneflower)	0.481	0.5	1.71875	15,000	825000	0.3	0.67
Rudbeckia hirta (Black-eyed Susan)	5.776	6	20.625	552,000	30360000	12.7	24.79
Rudbeckia triloba (Brown-eyed Susan)	0.241	0.25	0.859375	8,500	467500	0.2	0.38
Scrophularia marilandica (Late Flaxwort)	0.606	0.63	2.165625	107,100	5890500	2.5	4.81
Solidago juncea (Early Goldenrod)	0.481	0.5	1.71875	145,000	7975000	3.3	6.51
Solidago speciosa (Showy Goldenrod)	0.481	0.5	1.71875	47,500	2612500	1.1	2.13
Tradescantia ohlensis (Ohio Spiderwort)	2.888	3	10.3125	24,000	1320000	0.6	1.08
Verbena stricta (Hoary Vervain)	0.963	1	3.4375	28,000	1540000	0.6	1.26
Veronicastrum virginicum (Culver's Root)	0.481	0.5	1.71875	400,000	22000000	9.2	17.97
Zizia aurea (Golden Alexanders)	2.888	3	10.3125	33,000	1815000	0.8	1.48
Totals for FORBS :	53.312	55.38	190.3688	3,034,450	51585650	69.7	42.13

TREES, SHRUBS & VINES

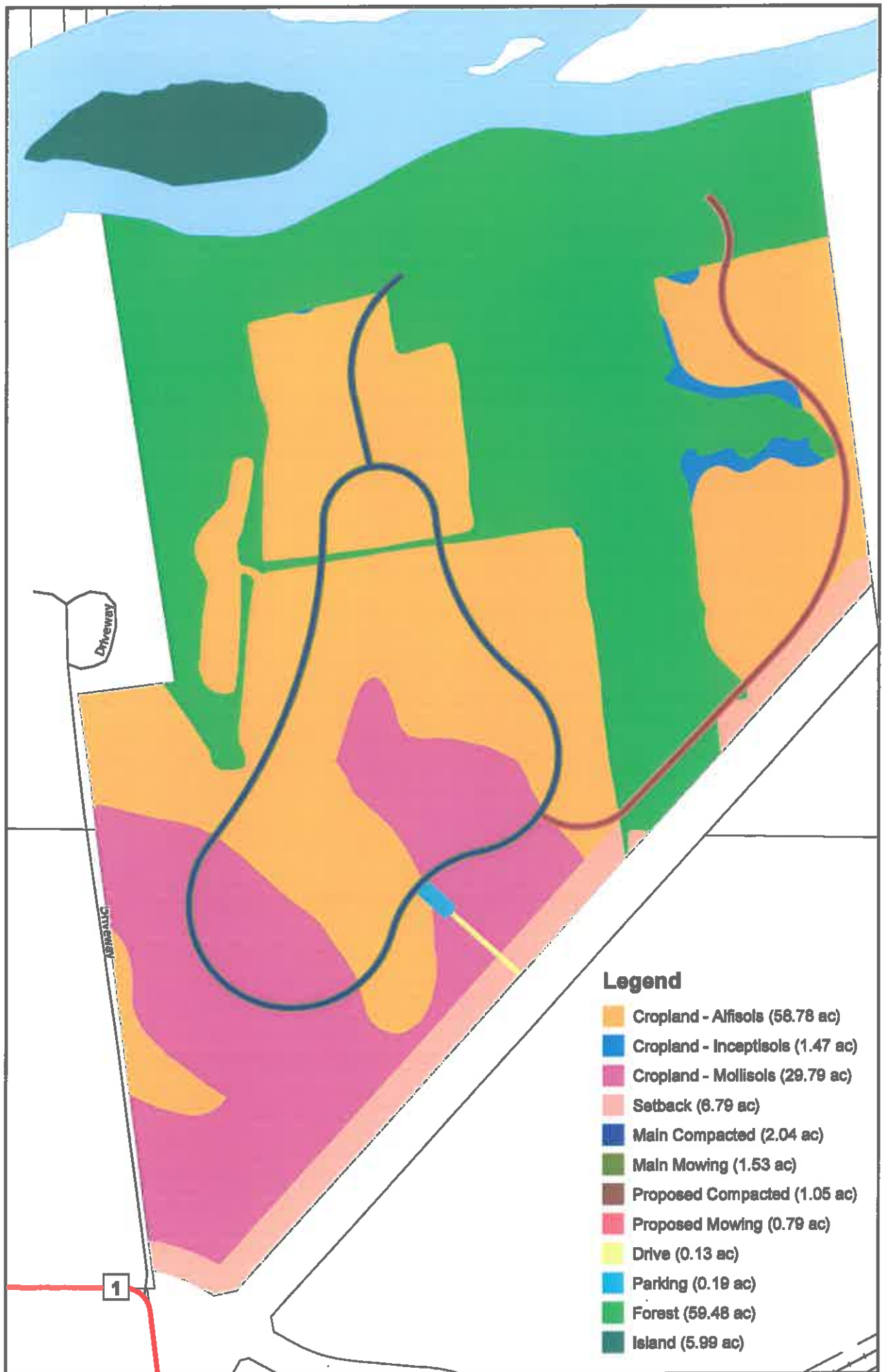
Description	% by wt.	OZ PER ACRE	POUNDS FOR 55-ACRES	# Seeds	# SEEDS PER 55-ACRES	/sq. ft.	% by ct.
Amorpha canescens (Lead Plant)	0.963	1	3.4375	16,000	272000	0.4	0.22
Totals for TREES, SHRUBS & VINES :	0.963	1	3.4375	16,000	272000	0.4	0.22

GRASSES, SEDGES & RUSHES

Description	% by wt.	OZ PER ACRE	POUNDS FOR 55-ACRES	# Seeds	# SEEDS PER 55-ACRES	/sq. ft.	% by ct.
Bouteloua curtipendula (Side-oats Grama PLS)	15.402	16	55	96,000	1632000	2.2	1.33
Elymus canadensis (Canada Wild Rye PLS)	6.739	7	24.0625	36,400	618800	0.8	0.51
Juncus dudleyi (Dudley's Rush)	0.963	1	3.4375	3,200,000	54400000	73.5	44.43
Koeleria macrantha (June Grass PLS)	2.407	2.5	8.59375	500,000	8500000	11.5	6.94
Schyzachyrium scoparium (Little Bluestem PLS)	15.402	16	55	240,000	4080000	5.5	3.33
Sporobolus heterolepis PLS (Prairie Dropseed PLS)	4.813	5	17.1875	80,000	1360000	1.8	1.11
Totals for GRASSES, SEDGES & RUSHES :	45.726	47.5	163.2813	4,152,400	70590800	95.3	57.65
Totals for this mix :	100.000	103.88	357.0875	7,202,850	122448450	165.4	100

Seeding rate: 165.4 seeds per Sq. ft.

Seed Mix Source Credit:
 Prairie Moon Nursery
 32115 Prairie Lane
 Winona, MN 55987
 866 417-8156
 www.prairiemoon.com





(A)

Map

1939 2003 2006 2010 2014 2016 2018

CADBAID

Search Widget

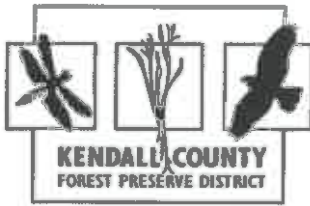
376.11

Aux Sable Springs Park

324.3

3014
#AUC4037426710 GoogleEarth 88385633

Wayne County, Michigan



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

(630) 553-4131



Village of Minooka
121 McEvelly Road
Minooka, IL 60447

(815) 467-2151

SENT VIA US CERTIFIED MAIL ON JUNE 9, 2017

NOTICE AND DEMAND TO CEASE AND DESIST FROM VIOLATIONS AND ENCROACHMENT ACTIVITIES ON KENDALL COUNTY FOREST PRESERVE DISTRICT AND VILLAGE OF MINOOKA PROPERTY – PARCEL #09-34-300-010

ATTACHMENT: PHOTOS AND INSPECTION NOTES EXHIBIT

Mr. Alejandro Zavala
2760 Holt Road
Minooka, IL 60447

Dear Mr. Zavala:

On May 25, 2017, representatives from the Kendall County Forest Preserve District and the Village of Minooka inspected the jointly-owned property known as the “McDaniel’s Property” (Parcel #09-34-300-010) to determine whether you had responded to our previous requests to cease and desist from violations and encroachments at said property and to cure the same.

The inspection documented the following property violations and encroachments:

- 1. Post holes remain from violation activities previously documented in 2015 (cattle fencing installation with livestock present).**
- 2. Agricultural crops have not been planted as documented in 2016, but grazing and/or mowing of the field area has continued.**
- 3. The District’s access corridor cable gate, posts, and lock have been removed.**

4. Additional turf impacts caused by vehicular travel were noted within the cleared woodland access corridor and pathway to the field area.
5. Chain link livestock fencing with livestock present (sheep, chickens, miniature horses) on District-Village owned property persists.
6. Outbuilding violations and encroachments onto District-Village owned property persists (to be formally documented by Village of Minooka surveying activities in June, 2017).
7. Additional road fill material has been dumped onto the District/Village turf access corridor, with 2 vehicles parked within the access corridor at the time of the inspection.

These activities are prohibited under Chapter 6 of the Kendall County Forest Preserve District's General Use Ordinance:

Chapter Six – Regulation of Personal Conduct and Behavior

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

Section II – Unlawful Obstructions:

- a. Set or place or cause to be set or placed any goods, wares or merchandise, or any stand, cart or vehicle for the transportation or vending of any such goods, wares or merchandise, or any other article upon any property of the District to the obstruction of use of any Preserve or to the detriment of the appearance of any Preserve;
- b. By force, threat, intimidation or by unlawful fencing or enclosing or any other unlawful means prevent or obstruct or combine and conspire with others to prevent or obstruct any Person from peacefully entering upon any Property of the District, or prevent or obstruct free passage or transit over through any lands or Waters of the District, or obstruct the entrance into any facility within the District, except that nothing in this section shall be construed to deny lawful enforcement of a valid Permit granting a certain Person or Persons use to the Exclusion of others as defined and provided for in this Ordinance.

Section III – Unlawful Construction, Maintenance or Encroachment:

- a. Erect, construct, install, or place any structure, building, shed, fences, machinery, equipment, or apparatus of any type, or stockpile, store or place any organic or inorganic material used for construction of such items on, below, over or across a Preserve without prior Written Permission from the District and then only in accordance with the terms and conditions set forth in a valid License, Easement or Contract agreement.
- b. Perform or cause to be performed any mowing, trimming, cutting, or grooming of District lands, or perform any singular grounds maintenance for any purpose, or in any like manner encroach onto District property from

- privately or publicly owned lands without Written Permission from the Director; or
- c. Place, stockpile or store any gravel, stone, dirt, sand, wood, lumber or any other organic or inorganic material on District property.

Section IX – Control and Treatment of Animals:

- a. Bring, lead or carry any dog that is unleashed or on a leash longer than 10 feet, except in those Areas designated by the Board for dog training and then only in accordance with the rules and restrictions duly promulgated for the control of such Area or Areas. Where Posted, Persons bringing a dog into a Preserve or Areas thereof shall be responsible for immediate clean-up and removal of the animal's excrement;
- b. Willfully or neglectfully cause or allow any domestic animal to run or remain at large, or to release any wild or domestic animal, for any purpose, except within those Areas designated by the Board and then only in accordance with the rules and restrictions duly promulgated for the control of such Area or Areas;
- c. Torture, whip, beat or cruelly treat or neglect any animal;
- d. Bring in, drive, ride or lead any animal, except that horses, sled dogs and other draft animals may be ridden or led, or driven ahead of Vehicles or sleds attached thereto on such portions of the Forest Preserves as may be designated by the Board and then only in accordance with the rules and restrictions duly promulgated for the control of such Area or Areas; or
- e. Hitch or tie any horse or other animal to any tree, bush or shrub;
- f. Bring in, lead, drive, ride or carry any wild, domestic or pet predator, leashed or unleashed into or upon any Forest Preserve, or part thereof, designated as a Nature Preserve or Nature Area or Historic Site, without Written Permission of the Director, unless such animal is kept confined within a closed vehicle or trailer.
- g. Nothing in this Ordinance shall be construed to prohibit the controlled use of certain animals approved by the President for the purposes of public safety, such as, but not limited to, the protection of District property or the protection of Employees in the performance of their duties or in the performance of search and rescue operations.
- h. Nothing in this Ordinance shall be construed to prohibit the controlled use of animals used for aiding physically challenged individuals.

The Village of Minooka will be conducting a professional survey of the subject parcel border in June 2017, with any additional notice(s) of violation sent to your attention within two-weeks of the inspection date.

This notice is sent to advise you of our violation and encroachment findings, and direct you to immediately cease and desist from all violation and encroachment activities onto District and Village of Minooka property. This includes deconstruction and removal of any of your structures or fences currently located on District and Village of Minooka property.

The District expects all violations and encroachment activities to cease immediately, with the removal of your property, structures, and livestock from the District-Village owned parcel by June 30, 2017.

Failure to comply with this order may result in further actions including the issuance of fines and penalties, a civil lawsuit to recover damages, and felony criminal investigation for resulting damages to District – Village jointly owned property.

Should you have any questions about the content of this letter, you may contact the Kendall County Assistant State's Attorney, Leslie Johnson at 630-553-4157, or the Village of Minooka Attorney, Chris Spesia (815) 476-4311.

Respectfully,

David Guritz

**David Guritz, Executive Director
Kendall County Forest Preserve District**

Dan Duffy

**Dan Duffy, Administrator
Village of Minooka**

**Cc: Kendall County Forest Preserve District Board of Commissioners
Village of Minooka Board of Trustees
Justin Meyer, Chief of Police, Village of Minooka
Dwight Baird, Sherriff, Kendall County
Eric Weis, State's Attorney
Leslie Johnson, Assistant State's Attorney**

Exhibit Enclosure



5/25/17 PHOTOS AND INSPECTION NOTES EXHIBIT

**Kendall County GIS Exhibits Showing the Approximate Location of Parcel
Boundaries for 09-34-300-010**

*(Survey Pending to Locate and Document Possible Building Encroachments
onto Kendall County Forest Preserve District-Village of Minooka
Jointly-owned Property)*





Inspection Notes:

Asphalt aggregate driveway expansion onto District-Village property, with additional corridor turf damages resulting from vehicular traffic to the subject parcel's open field area.

Previously installed cable gate, posts, and padlock have been demolished, and were not present on the day of the inspection.



Inspection Notes:
Temporary agricultural buildings, livestock fencing, and livestock, including grazing and mowing of the subject parcel field area were noted and observed.





Inspection Notes:

A Village of Minooka property survey will be completed in June, 2017 to document building locations in relation to the subject parcel property boundary, with additional notifications documenting building encroachment violations pending survey completion.





To: Kendall County Board of Commissioners
From: Chris Kellogg, Superintendent
RE: Hoover Forest Preserve Sanitary Updates
Date: May 14, 2019

Repairs that need to be addressed:

- 1. 4 breaks in the current sanitary line (see exhibits: A - E)**
It is our opinion that only 3 breaks need to be addressed at this time.
- 2. Cleaning and investigating existing sanitary lines and force-main lines (see exhibits: E, F & H)**
- 3. Installing plugs to cap off old, abandoned off-fall lines (see exhibits: G & E)**

Please see Innovative Underground's proposal to complete this work.

The total for the contracted work above is \$16,900.00