

To: Kendall County Board of Commissioners- Operations Committee

From: Emily Dombrowski, Environmental Education Programs Manager

RE: ENTICE Workshop Update

Date: May 1, 2019

The Education Department held an ENTICE Workshop on Saturday April 27, 2019 from 9-3 pm. The focus of the workshop was on Illinois Pollinators. The IDNR Division of Education sponsors educator workshops through the ENTICE program. These workshops offer Professional Development Hours for teachers.

Emily Dombrowski, Antoinette White, Kimberly Adams, Kathy Berndl, and Jennie Collins were the 5 Educators leading the workshop.

9 teachers attended this workshop. Despite the heavy rain all day, participants gave very positive feedback on the workshop. Evaluations are included with this report.

We will be holding an ENTICE workshop coming up in October 2019 and another workshop in July of 2020.



Illinois State Board of Education

100 North First Street, S-306
Springfield, Illinois 62777-0001

EVALUATION FOR WORKSHOP,
CONFERENCE, SEMINAR, ETC.

EDUCATOR EFFECTIVENESS DIVISION

DIRECTIONS: Please complete and return this form to the presenters of the professional development activity. Providers must retain this form for a minimum of six (6) years for ISBE auditing purposes.

TITLE OF PROFESSIONAL DEVELOPMENT ACTIVITY

Illinois Pollinators ENTICE Workshop

DATE

27 April 2019

LOCATION (Facility, City, State)

Kandall County Forest Preserve District, Hoover Forest Preserve, Yorkville

NAME OF PROVIDER

Illinois Department of Natural Resources

1. For each statement below, write the number (4 to 1) that best describes how you feel about your experience in this professional development.

4 – Strongly Agree 3 – Agree 2 – Somewhat Agree 1 – Disagree

- A. 4 The outcomes of this professional development were clearly identified as the knowledge and/or skills that I should gain as a result of my participation.
- B. 4 This professional development will impact my professional growth or student growth in regards to content knowledge or skills, or both.
- C. 4 This professional development will impact my social and emotional growth or student social and emotional growth.
- D. 4 Overall, the presenter appeared to be knowledgeable of the content provided
- E. 4 The materials and presentation techniques utilized were well-organized and engaging.
- F. 2 The professional development aligned to my district or school improvement plans.

2. Indicate the outcome(s) of this professional development. *(Check all that apply)*

- Increased the knowledge and skills of school and district leaders who guide continuous professional development
- Will lead to improved learning for students
- Addressed the organization of adults into learning communities whose goals are aligned with those of their schools and districts
- Deepened participants' content knowledge in one or more content (subject) areas
- Provided participants with research-based instructional strategies to assist students in meeting rigorous academic standards
- Prepared participants to appropriately use various types of classroom assessments
- Used learning strategies appropriate to the intended goals
- Provided participants with the knowledge and skills to collaborate
- Prepared participants to apply research to decision-making

3. Identify those statements that directly apply to this professional development. *(Check all that apply)*

- Activities were of a type that engaged participants over a sustained period of time allowing for analysis, discovery, and application as they relate to student learning, social or emotional achievement, or well-being.
- This professional development aligned to my performance as an educator.
- The outcomes for the activities relate to student growth or district improvement.
- The activities offered for this event aligned to State-approved standards.
- Professional Development Standards
- Illinois Content Area Standards
- Professional Educator Standards
- Illinois Professional Leader Standards



Illinois State Board of Education

100 North First Street, S-308
Springfield, Illinois 62777-0001

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CONFERENCE, SEMINAR, ETC.

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| | |
|--|-----------------------|
| TITLE OF PROFESSIONAL DEVELOPMENT ACTIVITY Illinois Pollinators ENTICE Workshop | DATE 27 April 2019 |
| LOCATION (Facility, City, State) Kendall County Forest Preserve District, Hoover Forest Preserve, Yorkville | |
| NAME OF PROVIDER Illinois Department of Natural Resources | |

1. For each statement below, write the number (4 to 1) that best describes how you feel about your experience in this professional development.

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 - Illinois Content Area Standards
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 - Illinois Professional Leader Standards

EVALUATION - All Participants

Rate the following:

| | Poor | | | | Excellent |
|----------------------------|------|---|---|---|-----------|
| Registration | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Topic(s) Covered | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Pace of Program | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Staff Assistance | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Hospitality | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Location | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Food | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Overall Quality of Program | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |

Additional Comments:

more Food - esp. for breakfast
Hungry in morning!

Thank you for your thoughts!

Very nice facility! 😊
Great staff

EVALUATION - All Participants

Rate the following:

| | Poor | | | | Excellent |
|----------------------------|------|---|---|---|-----------|
| Registration | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Topic(s) Covered | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Pace of Program | 1 | 2 | 3 | 4 | 5 |
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| Location | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Food | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Overall Quality of Program | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |

Additional Comments:

Thank you for your thoughts!

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| comments: | | | | | |
| Location | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Food | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Overall Quality of Program | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |

Additional Comments:

The workshop was very informative and I love the resources provided at the workshop. Thank you!
Thank you for your thoughts!

EVALUATION - All Participants

Rate the following:

Registration Poor Excellent
 1 2 3 4 5
 (5)
 comments: Appreciate Valerie - Keeping us posted

Topic(s) Covered 1 2 3 4 5
 (5)
 comments: covered all I wanted to know

Pace of Program 1 2 3 4 5
 (5)
 comments:

Staff Assistance 1 2 3 4 5
 (5)
 comments: Staff was very informative

Hospitality 1 2 3 4 5
 (5)
 comments: very friendly

Location 1 2 3 4 5
 (5)
 comments: Wish could of been outside

Food 1 2 3 4 5
 (5)
 comments: ~~0~~ 5

Overall Quality of Program 1 2 3 4 5
 (5)
 comments: Thank you

Additional Comments:

Enjoyed all very practical + activities
~~Very~~ useful

Thank you for your thoughts!

EVALUATION - All Participants

Rate the following:

| | 1 | 2 | 3 | 4 | 5 Excellent |
|----------------------------|---|---|---|---|----------------|
| Registration | | | | | 5 |
| comments: | | | | | |
| Topic(s) Covered | | | | | 5 |
| comments: | | | | | |
| Pace of Program | | | | | 5 |
| comments: | | | | | |
| Staff Assistance | | | | 4 | 5 |
| comments: | | | | | |
| Hospitality | | | | 4 | 5 |
| comments: | | | | | |
| Location | | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Food | | | 3 | 4 | 5 |
| comments: | | | | | |
| Overall Quality of Program | | | | | 5 |
| comments: | | | | | |

Additional Comments:

used a lot of resources

Thank you for your thoughts!

EVALUATION - All Participants

Rate the following:

| | Poor | | | | Excellent |
|----------------------------|------|---|---|---|-----------|
| Registration | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
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| comments: | | | | | |
| Location | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Food | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Overall Quality of Program | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |

Additional Comments:

Loved the workshop so many great take aways! Great staff! 😊

Thank you for your thoughts!

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Rate the following:

| | Poor | | | | Excellent |
|----------------------------|------|---|---|---|-----------|
| Registration | 1 | 2 | 3 | 4 | 5 |
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| comments: | | | | | |
| Location | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Food | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
| Overall Quality of Program | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |

Additional Comments:

Best day in spite of rain!

Thank you for your thoughts!

EVALUATION – All Participants

Rate the following:

| | Poor | | | | Excellent |
|----------------------------|------|---|---|---|-----------|
| Registration | 1 | 2 | 3 | 4 | 5 |
| comments: | | | | | |
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| Food | 1 | 2 | 3 | 4 | 5 |
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| comments: | | | | | |

Additional Comments:

Thank you for your thoughts!

EVALUATION - All Participants

Rate the following:

| | Poor | | | | Excellent |
|----------------------------|--------------------------|---|---|-----|-----------|
| | 1 | 2 | 3 | 4 | 5 |
| Registration | | | | (4) | |
| comments: | <i>well in advance!</i> | | | | |
| Topic(s) Covered | | | | | (5) |
| comments: | | | | | |
| Pace of Program | | | | | (5) |
| comments: | | | | | |
| Staff Assistance | | | | | (5) |
| comments: | <i>well staffed</i> | | | | |
| Hospitality | | | | | (5) |
| comments: | | | | | |
| Location | | | | | (5) |
| comments: | <i>quiet & quiet</i> | | | | |
| Food | | | | | (5) |
| comments: | | | | | |
| Overall Quality of Program | | | | | (5) |
| comments: | | | | | |

Additional Comments:

Thank you all for the wonderful session!

Thank you for your thoughts!

To: Kendall County Forest Preserve District Board of
 Commisioners- Operations Committee
 From: Emily Dombrowski, Environmental Education Program
 Manager

Re: School Program Revenue- January 2019-May 2019
 1-May-19

| School (City, County) | Month | Program-Grade Level | # of Students | Fee | Revenue |
|---|----------|-----------------------------|---------------|------|-----------------|
| Eichelberger Elementary School (Plainfield, Will) | January | Zoochory- 2nd | 100 | \$7 | \$700 |
| Lakewood Creek Elementary (Oswego, Kendall) | January | Animals In Winter- K | 115 | \$3 | \$345 |
| The Wheatlands Elementary (Aurora, Will) | January | Animals In Winter- K | 94 | \$3 | \$282 |
| Churchill Elementary (Oswego, Kendall) | January | Animals In Winter- K | 76 | \$3 | \$228 |
| Kingsley Elementary (Naperville, Dupage) | January | Teeth- 4th | 73 | \$6 | \$438 |
| Ridge Elementary School (Plainfield, Will) | January | Animals In Winter- K | 69 | \$3 | \$207 |
| Fox Chase Elementary (Oswego, Kendall) | February | Animals In Winter- K | 90 | \$3 | \$270 |
| Southbury Elementary (Oswego, Kendall) | February | Animals In Winter- K | 80 | \$3 | \$240 |
| Homestead Elementary (Oswego, Kendall) | February | Animals In Winter- K | 92 | \$3 | \$276 |
| Homeschool Program | March | Maple Magic (All Ages) | 12 | \$7 | \$84 |
| Oswego East High School (Oswego, Kendall) | March | Project Hoover- 9th-12th | 108 | \$10 | \$1,080 |
| Home School Program | March | Maple Magic (All Ages) | 31 | \$7 | \$217 |
| Fox Chase Elementary (Oswego, Kendall) | March | Fossils- 4th | 96 | \$6 | \$576 |
| Cross Lutheran (Yorkville, Kendall) | March | Animals In Winter- K | 17 | \$3 | \$51 |
| Cross Lutheran (Yorkville, Kendall) | March | Reptiles vs. Amphibians- K | 16 | \$3 | \$48 |
| Charles Reed Elementary (Plainfield, Will) | April | Zoochory- 2nd | 83 | \$7 | \$581 |
| Central Elementary (Plainfield, Will) | April | Zoochory- 2nd | 130 | \$7 | \$910 |
| Lakewood Creek Elementary (Oswego, Kendall) | April | Native American- 4th | 135 | \$5 | \$675 |
| Cross Lutheran (Yorkville, Kendall) | April | Bug Fest- 1st | 17 | \$7 | \$119 |
| Grand Prairie (Plainfield, Will) | April | Bug Fest- 1st | 96 | \$7 | \$672 |
| Troy Elementary (Shorewood, Will) | April | Bug Fest- 1st | 70 | \$7 | \$490 |
| St Johns Head Start (Joliet, Will) | April | Animal Homes- K | 36 | \$5 | \$180 |
| St Johns Head Start (Joliet, Will) | April | Reptiles vs. Amphibians- K | 32 | \$5 | \$160 |
| Light House Academemy (Yorkville, Kendall) | April | Bug Fest- 1st | 13 | \$7 | \$91 |
| Churchill Elementary (Oswego, Kendall) | April | Native American- 4th | 110 | \$5 | \$550 |
| Brady Elementary (Aurora, Kane) | April | Native American- 4th | 61 | \$5 | \$305 |
| Churchill Elementary (Oswego, Kendall) | April | Ecology and Ecosystems- 5th | 111 | \$7 | \$777 |
| Calvary Christian School (Naperville, Dupage) | April | Bird Beaks- 3rd | 16 | \$6 | \$96 |
| Springbrook School (Naperville, Dupage) | April | Zoochory- 2nd | 100 | \$7 | \$700 |
| Ridge Elementary School (Plainfield, Will) | May | Bug Fest- 1st | 81 | \$7 | \$567 |
| Owen Elementary School (Naperville, Dupage) | May | Ecology and Ecosystems- 5th | 100 | \$7 | \$700 |
| Parkview Christian (Yorkville, Kendall) | May | Teeth/Bird Beaks-3rd | 16 | \$6 | \$96 |
| May Watts Elementary School (Naperville, Dupage) | May | Bird Beaks- 3rd | 100 | \$6 | \$600 |
| Central Elementary (Plainfield, Will) | May | Bug Fest- 1st | 97 | \$7 | \$679 |
| James R. Woods (Somonauk, Dekalb) | May | Blomimicry- 1st | 50 | \$5 | \$250 |
| Indian Creek Elementary (Shabbona, Dekalb) | May | Bug Fest- 1st | 49 | \$7 | \$343 |
| Walker's Grove Elementary School (Plainfield, Will) | May | Bug Fest- 1st | 100 | \$7 | \$700 |
| Prairie Point (Oswego, Kendall) | May | Bug Fest- 1st | 66 | \$7 | \$462 |
| Freedom Elementary (Plainfield, Will) | May | Bug Fest- 1st | 100 | \$7 | \$700 |
| Steck Elementary (Aurora, Dupage) | May | Teeth- 2nd | 86 | \$3 | \$258 |
| Lakewood Falls Elementary (Plainfield, Will) | May | Bug Fest- 1st | 100 | \$7 | \$700 |
| Newark Grade School (Newark, Kendall) | May | Bug Fest- 1st | 14 | \$7 | \$98 |
| Reba Steck (Naperville, Dupage) | May | Bird Beaks- 3rd | 121 | \$6 | \$726 |
| Boulder Hill (Oswego, Kendall) | May | Ecology and Ecosystems- 5th | 100 | \$7 | \$700 |
| Thomas Jefferson (Joliet, Will) | May | Bug Fest- 1st | 80 | \$7 | \$560 |
| Jones Elementary (Joliet, Will) | May | Zoochory- 2nd | 154 | \$7 | \$1,078 |
| Meadowview Elementary | May | Bug Fest- 1st | 90 | \$7 | \$630 |
| Springbrook School (Naperville, Dupage) | May | Blomimicry- 1st | 84 | \$5 | \$420 |
| | | | 3667 | | \$21,615 |

Forest Foundation of Kendall County
 Hoover Forest Preserve - Community Restoration Challenge Grant
 Request for Nursery Stock Quotes
 26-Apr-18

Quotes must be received by May 8, 2019
Project budget
 ICECF-K-12 \$2,350.00
 ICECF-HRCG \$7,928.00
Ellis Pond Shoreline \$1,000.00

The Kendall County Forest Preserve District (KCFPD) and the Forest Foundation of Kendall County are requesting quotes for the purchase of native-perennial stock for 2019 spring and fall restoration projects. The bulk of material to be ordered will be for fall planting projects, including information on volume-based discount thresholds on larger orders. Quotes must be received by May 8, 2019 for consideration. Orders will be placed by May 15, 2019. Cost quotes should not include costs for delivery of stock materials. Quotes do not need to be submitted on this form if the requested information is provided in an alternative format.

| Genus | Species | Common Name | Cost per Flat | Flat Count | # of Flats Avail. |
|-------------|----------------|------------------------------|---------------|------------|-------------------|
| Acorus | calamus | Sweet Flag | | | |
| Actinomeris | alternifolia | Wingstem | | | |
| Agalinis | purpurea | Purple Fox Glove | | | |
| Allisma | triviale | Lrg.-Flowered Water Plantain | | | |
| Amorpha | canescens | Lead Plant | | | |
| Amorpha | fruticosa | Indigo Bush | | | |
| Andropogon | scoparius | Little Blue Stem | | | |
| Anemone | canadensis | Meadow Anemone | | | |
| Aquilegia | canadensis | Wild Columbine | | | |
| Asclepias | incarnata | Swamp Milkweed | | | |
| Asclepias | sullivantii | Prairie Milkweed | | | |
| Asclepias | tuberosa | Butterfly Milkweed | | | |
| Asclepias | verticillata | Whorled Milkweed | | | |
| Asclepias | viridiflora | Short Green Milkweed | | | |
| Aster | azureus | Sky Blue Aster | | | |
| Aster | cordifolius | Heart-leaved Aster | | | |
| Aster | ericoides | Heath Aster | | | |
| Aster | laevis | Smooth Blue Aster | | | |
| Aster | novae-angliae | New England Aster | | | |
| Aster | shortii | Short's Aster | | | |
| Astragalus | canadensis | Canadian Milk Vetch | | | |
| Baptisia | leucantha | White Wild Indigo | | | |
| Baptisia | leucophaea | Cream Wild Indigo | | | |
| Bouteloua | curtipendula | Side-Oats Grama | | | |
| Cacalia | atriplicifolia | Pale Indian Plantain | | | |
| Calopogon | tuberosus | Grass Pink Orchid | | | |

| | | | | | |
|--------------|---------------------------|--------------------------|--|--|--|
| Camassia | scilloides | Wild Hyacinth | | | |
| Cassia | hebecarpa | Wild senna | | | |
| Chelone | glabra | Turtlehead | | | |
| Coreopsis | lanceolata | Sand Coreopsis | | | |
| Coreopsis | palmata | Prairie Coreopsis | | | |
| Coreopsis | tripteris | Tall Coreopsis | | | |
| Danthonia | spicata | Poverty Oat Grass | | | |
| Echinacea | pallida | Purple Coneflower | | | |
| Elymus | canadensis | Canada Wild Rye | | | |
| Eragrostis | spectabilis | Purple Love Grass | | | |
| Erigeron | pulchellus | Robin's Plantain | | | |
| Eryngium | yuccifolium | Rattlesnake Master | | | |
| Eupatorium | altissimum | Tall Boneset | | | |
| Gentiana | andrewsii | Bottle Gentian | | | |
| Gentiana | procera | Small Fringed Gentian | | | |
| Gentiana | puberulenta | Prairie Gentian | | | |
| Gentiana | quinquefolia occidentalis | Stiff Gentian | | | |
| Helenium | autumnale | Sneezeweed | | | |
| Heliopsis | bicknellii | Rockrose | | | |
| Heliopsis | scaberrimus | Pale Sunflower | | | |
| Heliopsis | rigidus | Prairie Sunflower | | | |
| Heuchera | richardsonii | Prairie Alum Root | | | |
| Hieracium | longipilum | Long-Bearded Hawkweed | | | |
| Hieracium | scabrum | Rough Hawkweed | | | |
| Iris | virginica shrevei | Blue Flag Iris | | | |
| Juncus | nodosus | Joint Rush | | | |
| Justicia | americana | Water Willow | | | |
| Kuhnia | eupatorioides corymbulosa | False Boneset | | | |
| Lespedeza | capitata | Round-headed Bush Clover | | | |
| Liatris | aspera | Rough Blazing Star | | | |
| Liatris | pycnostachya | Prairie Blazing Star | | | |
| Lilium | philadelphicum andinum | Prairie Lily | | | |
| Lithospermum | canescens | Hoary Puccoon | | | |

| | | | | | |
|--------------|---------------------|------------------------|--|--|--|
| Lithospermum | incisum | Fringed Puccoon | | | |
| Lithospermum | latifolium | Broad-leaved Puccoon | | | |
| Lobelia | siphilitica | Great Blue Lobelia | | | |
| Lobelia | spicata | Pale Spiked Lobelia | | | |
| Mimulus | ringens | Monkey Flower | | | |
| 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 | | | |
| Onoclea | sensibilis | Sensitive Fern | | | |
| Orchis | spectabilis | Showy Orchis | | | |
| Panax | quinquefolius | Ginseng | | | |
| Panicum | virgatum | Switch Grass | | | |
| Parthenium | integrifolium | Wild Quinine | | | |
| Penstemon | calycosus | Smooth Beard Tongue | | | |
| Penstemon | digitalis | Foxglove Beard Tongue | | | |
| Petalostemum | candidum | White Prairie Clover | | | |
| Petalostemum | foliosum | Leafy Prairie Clover | | | |
| Petalostemum | purpureum | Purple Prairie Clover | | | |
| Phlox | glaberrima interior | Marsh Phlox | | | |
| Phlox | pilosa fulgida | Prairie Phlox | | | |
| Physostegia | virginiana arenaria | Obedient Plant | | | |
| Physostegia | virginiana arenaria | Prairie Obedient Plant | | | |
| Potentilla | arguta | Prairie Cinquefoil | | | |
| Pycnanthemum | virginianum | Common Mountain Mint | | | |
| Prunella | vulgaris lanceolata | Self Heal | | | |
| Rosa | blanda | Early Wild Rose | | | |
| Rosa | carolina | Pasture Rose | | | |
| Rosa | setigera | Illinois Rose | | | |
| Rudbeckia | laciniata | Wild Golden Glow | | | |
| Sagittaria | latifolia | Common Arrowhead | | | |

| | | | | | |
|--------------|----------------------|-----------------------|--|--|--|
| Sagittaria | rigida | Stiff Arrowhead | | | |
| Scirpus | atrovirens | Dark Green Rush | | | |
| Scirpus | validus creber | Great Bulrush | | | |
| Senecio | plattensis | Prairie Ragwort | | | |
| Silene | antirrhina | Sleepy Catchfly | | | |
| Silene | nivea | Snowy Camplon | | | |
| Silene | stellata | Starry Camplon | | | |
| Silene | virginica | Fire Pink | | | |
| Silphium | integrifolium deamii | Deam's Rosin Weed | | | |
| Silphium | laciniatum | Compass Plant | | | |
| Silphium | terebinthaceum | Prairie Dock | | | |
| Solidago | speciosa | Showy Goldenrod | | | |
| Sporobolus | cryptandrus | Sand Dropseed | | | |
| Sporobolus | heterolepis | Prairie Dropseed | | | |
| Thalictrum | dioicum | Early Meadow Rue | | | |
| Tradescantia | ohiensis | Common Spiderwort | | | |
| Triosteum | aurantiacum | Early Horse Gentian | | | |
| Triosteum | perfoliatum | Late Horse Gentian | | | |
| Verbena | hastata | Blue Vervain | | | |
| Verbena | simplex | Narrow-leaved Vervain | | | |
| Veronia | fasciculata | Common Ironweed | | | |

Volume Based Discounts

Please indicate if the nursery extends volume-based discounts on perennial purchases:

Flats Purchased

Discount Extended (%)

Discount Limitations?

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

David Guritz, Executive Director
 630-553-4131
 630-553-4023 Fax
dguritz@co.kendall.il.us

EXISTING AGRICULTURAL DRAIN TILE INVESTIGATION PLAN
FOX RIVER BLUFFS
 PREPARED FOR KENDALL COUNTY FOREST PRESERVE DISTRICT
 SECTION NO. 36, FOX TWP., KENDALL CO., IL.

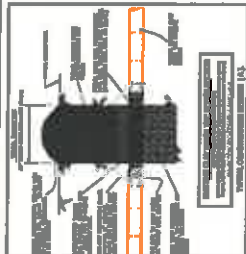
EXISTING AGRICULTURAL DRAIN TILE INVESTIGATION REPORT
 KENDALL COUNTY FOREST PRESERVE DISTRICT
 1000 S. WASHINGTON ST., KENDALL, IL 60145
 (630) 231-1111



SITE LOCATION
 SECTION NO. 36, FOX TWP., KENDALL CO., IL.

REPORT LEGEND

- 1. EXISTING DRAIN TILE
- 2. PROPOSED DRAIN TILE
- 3. PROPOSED DRAIN TILE WITH CHECK VALVE
- 4. PROPOSED DRAIN TILE WITH CHECK VALVE AND AIRGAP
- 5. PROPOSED DRAIN TILE WITH CHECK VALVE AND AIRGAP AND CHECK VALVE
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CONSTRUCTION NOTES

1. EXISTING DRAIN TILE
2. PROPOSED DRAIN TILE
3. PROPOSED DRAIN TILE WITH CHECK VALVE
4. PROPOSED DRAIN TILE WITH CHECK VALVE AND AIRGAP
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KENDALL COUNTY FOREST PRESERVE DISTRICT
 1000 S. WASHINGTON ST., KENDALL, IL 60145
 (630) 231-1111

PROJECT NO. 37/AD
 DATE: 08/20/2019
 SCALE: 1" = 100'

PROJECT NAME: EXISTING AGRICULTURAL DRAIN TILE INVESTIGATION REPORT
CLIENT: KENDALL COUNTY FOREST PRESERVE DISTRICT
DATE: 08/20/2019

DESIGNER: [Logo]
DATE: 08/20/2019

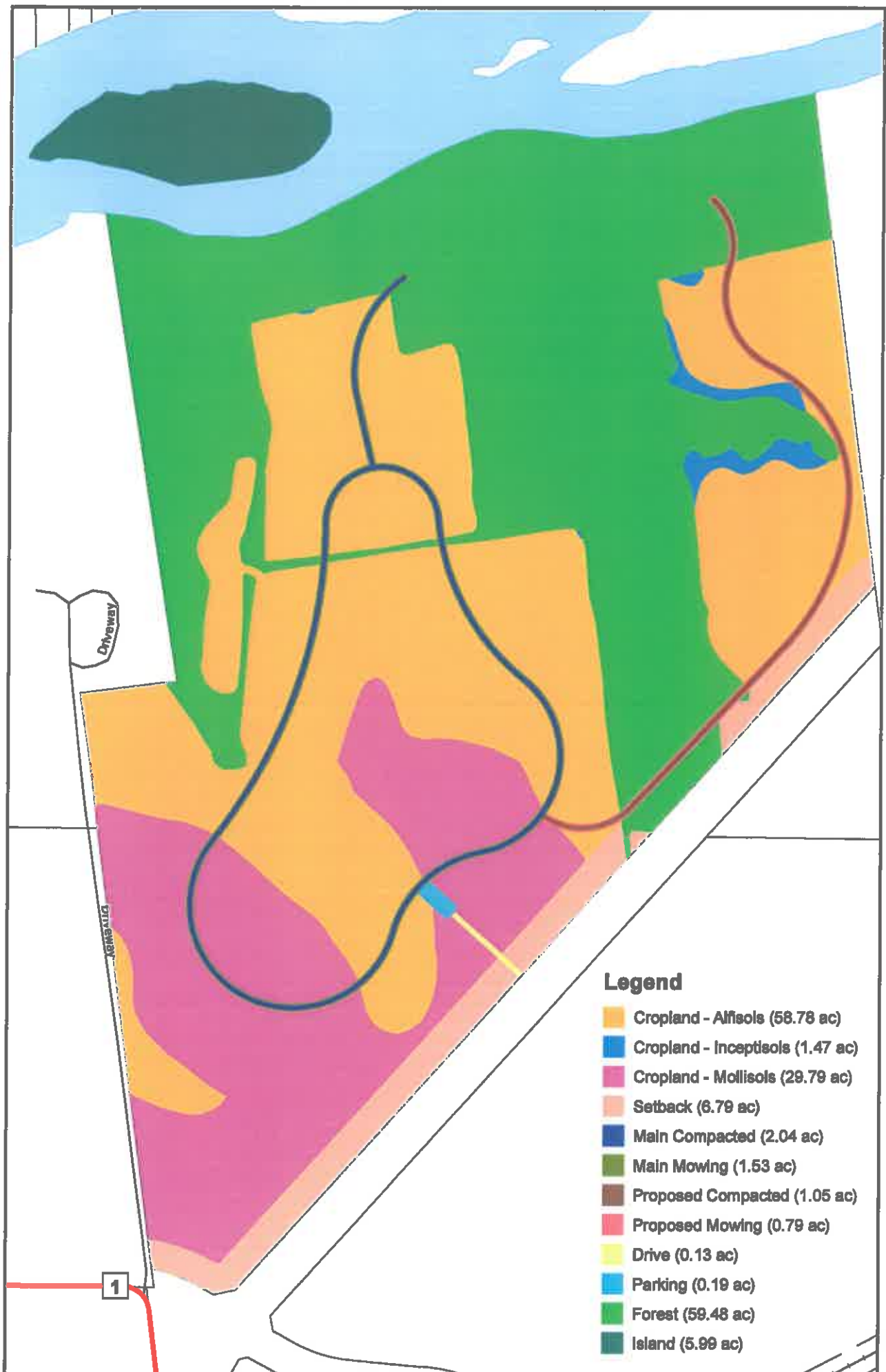
APPROVED BY: [Signature]
DATE: 08/20/2019

PROJECT NO. 37/AD
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 SCALE: 1" = 100'

PROJECT NAME: EXISTING AGRICULTURAL DRAIN TILE INVESTIGATION REPORT
CLIENT: KENDALL COUNTY FOREST PRESERVE DISTRICT
DATE: 08/20/2019

DESIGNER: [Logo]
DATE: 08/20/2019

APPROVED BY: [Signature]
DATE: 08/20/2019



KENDALL COUNTY FOREST PRESERVE DISTRICT
 PROJECT #19-05-001 - EXHIBIT A
 SEED MIX REQUIRED - 20.0 ACRES
 EST: \$1,800 PER ACRE

KENDALL CO FPD, SHORT SEDGE MEADOW, 20.0 ACRES

FORBS

| Description | % by wt. | Qty Per Acre | Unit | Qty Per 20-Acres | Unit | # Seeds/Acre | # Seeds/20 Acres | /sq. ft. | % by ct. |
|---|--------------|--------------|-----------|------------------|-----------|------------------|------------------|--------------|--------------|
| <i>Asclepias incarnata</i> (Rose Milkweed) | 6.89 | 8 | OZ | 10 | LB | 38,400 | 768000 | 0.9 | 0.25 |
| <i>Aster puniceus</i> (Swamp Aster) | 1.72 | 2 | OZ | 2.5 | LB | 160,000 | 3200000 | 3.7 | 1.03 |
| <i>Bidens aristosa</i> (Swamp Marigold) | 1.29 | 1.5 | OZ | 1.875 | LB | 12,900 | 258000 | 0.3 | 0.08 |
| <i>Boltonia asteroides</i> (False Aster) | 1.55 | 1.8 | OZ | 2.25 | LB | 288,000 | 5760000 | 6.6 | 1.85 |
| <i>Eupatorium perfoliatum</i> (Boneset) | 0.60 | 0.7 | OZ | 0.875 | LB | 112,000 | 2240000 | 2.6 | 0.72 |
| <i>Gentiana andrewsii</i> (Bottle Gentian) | 0.95 | 1.1 | OZ | 1.375 | LB | 308,000 | 6160000 | 7.1 | 1.97 |
| <i>Iris versicolor</i> (Northern Blue Flag) | 3.44 | 4 | OZ | 5 | LB | 5,200 | 104000 | 0.1 | 0.03 |
| <i>Liatris pycnostachya</i> (Prairie Blazing Star) | 9.47 | 11 | OZ | 13.75 | LB | 121,000 | 2420000 | 2.8 | 0.78 |
| <i>Lobelia cardinalis</i> (Cardinal Flower) | 1.89 | 2.2 | OZ | 2.75 | LB | 880,000 | 17600000 | 20.2 | 5.64 |
| <i>Lobelia siphilitica</i> (Great Blue Lobelia) | 2.58 | 3 | OZ | 3.75 | LB | 1,500,000 | 30000000 | 34.4 | 9.62 |
| <i>Lycopus americanus</i> (Water Horehound) | 0.86 | 1 | OZ | 1.25 | LB | 130,000 | 2600000 | 3 | 0.83 |
| <i>Lysimachia quadriflora</i> (Prairie Loosestrife) | 0.43 | 0.5 | OZ | 0.625 | LB | 45,000 | 900000 | 1 | 0.29 |
| <i>Lythrum alatum</i> (Winged Loosestrife) | 0.78 | 0.9 | OZ | 1.125 | LB | 2,700,000 | 54000000 | 62 | 17.31 |
| <i>Melanthium virginicum</i> (Bunch Flower) | 0.86 | 1 | OZ | 1.25 | LB | 9,000 | 180000 | 0.2 | 0.06 |
| <i>Mentha arvensis</i> (Wild Mint) | 1.03 | 1.2 | OZ | 1.5 | LB | 360,000 | 7200000 | 8.3 | 2.31 |
| <i>Mimulus ringens</i> (Monkey Flower) | 0.43 | 0.5 | OZ | 0.625 | LB | 1,150,000 | 23000000 | 26.4 | 7.37 |
| <i>Pycnanthemum virginianum</i> (Mountain Mint) | 0.86 | 1 | OZ | 1.25 | LB | 220,000 | 4400000 | 5.1 | 1.41 |
| <i>Rudbeckia hirta</i> (Black-eyed Susan) | 4.31 | 5 | OZ | 6.25 | LB | 460,000 | 9200000 | 10.6 | 2.95 |
| <i>Solidago graminifolia</i> (Grass-leaved Goldenrod) | 0.95 | 1.1 | OZ | 1.375 | LB | 385,000 | 7700000 | 8.8 | 2.47 |
| <i>Solidago riddellii</i> (Riddell's Goldenrod) | 2.07 | 2.4 | OZ | 3 | LB | 223,200 | 4464000 | 5.1 | 1.43 |
| <i>Sparganium aurycarpum</i> (Great Bur Reed) | 13.78 | 16 | OZ | 20 | LB | 8,000 | 160000 | 0.2 | 0.05 |
| <i>Verbena hastata</i> (Blue Vervain) | 4.74 | 5.5 | OZ | 6.875 | LB | 511,500 | 10230000 | 11.7 | 3.28 |
| <i>Zizia aurea</i> (Golden Alexanders) | 3.88 | 4.5 | OZ | 5.625 | LB | 49,500 | 990000 | 1.1 | 0.32 |
| Totals for FORBS : | 65.36 | 75.9 | OZ | 94.875 | LB | 9,676,700 | 193534000 | 222.2 | 62.05 |

GRASSES, SEDGES & RUSHES

| Description | % by wt. | Qty | Unit | Qty | Unit | # Seeds | /sq. ft. | % by ct. | |
|--|---------------|--------------|-----------|----------------|-----------|-------------------|------------------|--------------|---------------|
| <i>Bromus ciliatus</i> (Fringed Brome PLS) | 13.69 | 16 | OZ | 20 | LB | 160,000 | 3200000 | 3.7 | 1.03 |
| <i>Carex comosa</i> (Bristly Sedge) | 1.71 | 2 | OZ | 2.5 | LB | 60,000 | 1200000 | 1.4 | 0.38 |
| <i>Carex hystericina</i> (Porcupine Sedge) | 2.57 | 3 | OZ | 3.75 | LB | 90,000 | 1800000 | 2.1 | 0.58 |
| <i>Carex stipata</i> (Common Fox Sedge) | 5.13 | 6 | OZ | 7.5 | LB | 204,000 | 4080000 | 4.7 | 1.31 |
| <i>Carex vulpinoidea</i> (Brown Fox Sedge) | 2.57 | 3 | OZ | 3.75 | LB | 300,000 | 6000000 | 6.9 | 1.92 |
| <i>Elymus virginicus</i> (Virginia Wild Rye PLS) | 5.13 | 6 | OZ | 7.5 | LB | 25,200 | 504000 | 0.6 | 0.16 |
| <i>Glyceria grandis</i> (Reed Manna Grass) | 0.86 | 1 | OZ | 1.25 | LB | 70,000 | 1400000 | 1.6 | 0.45 |
| <i>Juncus canadensis</i> (Canada Rush) | 0.86 | 1 | OZ | 1.25 | LB | 750,000 | 15000000 | 17.2 | 4.81 |
| <i>Juncus effusus</i> (Common Rush) | 0.86 | 1 | OZ | 1.25 | LB | 1,000,000 | 20000000 | 23 | 6.41 |
| <i>Juncus interior</i> (Inland Rush) | 0.86 | 1 | OZ | 1.25 | LB | 2,800,000 | 56000000 | 64.3 | 17.95 |
| <i>Scirpus atrovirens</i> (Dark-green Bulrush) | 0.86 | 1 | OZ | 1.25 | LB | 460,000 | 9200000 | 10.6 | 2.95 |
| Totals for GRASSES, SEDGES & RUSHES : | 35.07 | 41 | OZ | 51.25 | LB | 5,919,200 | 118384000 | 136.1 | 37.95 |
| Totals for this mix : | 100.44 | 116.9 | OZ | 146.125 | LB | 15,595,900 | 311918000 | 358.3 | 100.00 |

Seeding rate: 358 seeds per Sq. ft.

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

KENDALL COUNTY FOREST PRESERVE DISTRICT
 PROJECT #19-05-001 - EXHIBIT A
 SEED MIX REQUIRED - 17.0 ACRES
 EST: \$1,000 PER ACRE
FORBS

KENDALL CO. FPD, POLLINATOR SEED MIX, 17-ACRES

| Description | % by wt. | OZ PER ACRE | POUNDS FOR 17-ACRES | # SEEDS PER ACRE | # SEEDS PER 17-ACRES | /sq. ft. | % by ct. |
|---|---------------|--------------|---------------------|------------------|----------------------|-------------|--------------------|
| Allium stellatum (Prairie Onion) | 0.963 | 1 | 1.0625 | 11,000 | 187000 | 0.3 | 0.152717327 |
| Asclepias incarnata (Rose Milkweed) | 1.925 | 2 | 2.125 | 9,600 | 163200 | 0.2 | 0.133280576 |
| Asclepias syriaca (Common Milkweed) | 1.444 | 1.5 | 1.59375 | 6,000 | 102000 | 0.1 | 0.08330036 |
| Asclepias tuberosa (Butterfly Weed) | 0.963 | 1 | 1.0625 | 4,300 | 73100 | 0.1 | 0.059698592 |
| Asclepias verticillata (Whorled Milkweed) | 1.925 | 2 | 2.125 | 22,000 | 374000 | 0.5 | 0.305434654 |
| Aster laevis (Smooth Blue Aster) | 0.963 | 1 | 1.0625 | 55,000 | 935000 | 1.3 | 0.763586636 |
| Aster lateriflorus (Calico Aster) | 0.481 | 0.5 | 0.53125 | 125,000 | 2125000 | 2.9 | 1.735424172 |
| Aster novae-angliae (New England Aster) | 0.963 | 1 | 1.0625 | 80,000 | 1360000 | 1.8 | 1.11067147 |
| Baptisia alba (White Wild Indigo) | 0.481 | 0.5 | 0.53125 | 850 | 14450 | 0 | 0.011800884 |
| Chamaecrista fasciculata (Partridge Pea) | 4.813 | 5 | 5.3125 | 13,500 | 229500 | 0.3 | 0.187425811 |
| Cirsium discolor (Pasture Thistle) | 0.481 | 0.5 | 0.53125 | 3,200 | 54400 | 0.1 | 0.044426859 |
| Coreopsis lanceolata (Lance-leaf Coreopsis) | 2.888 | 3 | 3.1875 | 60,000 | 1020000 | 1.4 | 0.833003603 |
| Dalea purpurea (Purple Prairie Clover) | 2.888 | 3 | 3.1875 | 45,000 | 765000 | 1 | 0.624752702 |
| Echinacea pallida (Pale Purple Coneflower) | 2.888 | 3 | 3.1875 | 15,600 | 265200 | 0.4 | 0.216580937 |
| Echinacea purpurea (Purple Coneflower) | 1.925 | 2 | 2.125 | 13,200 | 224400 | 0.3 | 0.183260793 |
| Eryngium yuccifolium (Rattlesnake Master) | 1.925 | 2 | 2.125 | 15,000 | 255000 | 0.3 | 0.208250901 |
| Gaura longiflora (Large-flowered Gaura) | 0.481 | 0.5 | 0.53125 | 1,350 | 22950 | 0 | 0.018742581 |
| Hellianthus pauciflorus (Showy Sunflower) | 0.241 | 0.25 | 0.265625 | 1,000 | 17000 | 0 | 0.013883393 |
| Lespedeza capitata (Round-headed Bush Clover) | 0.481 | 0.5 | 0.53125 | 4,000 | 68000 | 0.1 | 0.055533574 |
| Liatris ligulistylis (Meadow Blazing Star) | 1.925 | 2 | 2.125 | 20,000 | 340000 | 0.5 | 0.277667868 |
| Liatris pycnostachya (Prairie Blazing Star) | 1.925 | 2 | 2.125 | 22,000 | 374000 | 0.5 | 0.305434654 |
| Lobelia siphilitica (Great Blue Lobelia) | 0.963 | 1 | 1.0625 | 500,000 | 8500000 | 11.5 | 6.94169669 |
| Monarda fistulosa (Wild Bergamot) | 0.481 | 0.5 | 0.53125 | 35,000 | 595000 | 0.8 | 0.485918768 |
| Parthenium integrifolium (Wild Quinine) | 0.241 | 0.25 | 0.265625 | 1,750 | 29750 | 0 | 0.024295938 |
| Penstemon digitalis (Foxglove Beardtongue) | 0.963 | 1 | 1.0625 | 130,000 | 2210000 | 3 | 1.804841139 |
| Pycnanthemum verticillatum var. pilosum (Hair Mountain) | 1.925 | 2 | 2.125 | 370,000 | 6290000 | 8.5 | 5.13685555 |
| Pycnanthemum virginianum (Mountain Mint) | 0.481 | 0.5 | 0.53125 | 110,000 | 1870000 | 2.5 | 1.527173272 |
| Ratibida pinnata (Yellow Coneflower) | 0.481 | 0.5 | 0.53125 | 15,000 | 255000 | 0.3 | 0.208250901 |
| Rudbeckia hirta (Black-eyed Susan) | 5.776 | 6 | 6.375 | 55,200 | 938400 | 12.7 | 7.663633145 |
| Rudbeckia triloba (Brown-eyed Susan) | 0.241 | 0.25 | 0.265625 | 8,500 | 144500 | 0.2 | 0.118008844 |
| Scrophularia marilandica (Late Figwort) | 0.606 | 0.63 | 0.669375 | 107,100 | 1820700 | 2.5 | 1.486911431 |
| Solidago luncea (Early Goldenrod) | 0.481 | 0.5 | 0.53125 | 145,000 | 2465000 | 3.3 | 2.01309204 |
| Solidago speciosa (Showy Goldenrod) | 0.481 | 0.5 | 0.53125 | 47,500 | 807500 | 1.1 | 0.659461186 |
| Tradescantia ohlensis (Ohio Spiderwort) | 2.888 | 3 | 3.1875 | 24,000 | 408000 | 0.6 | 0.333201441 |
| Verbena stricta (Hoary Vervain) | 0.963 | 1 | 1.0625 | 28,000 | 476000 | 0.6 | 0.388735015 |
| Veronicastrum virginicum (Culver's Root) | 0.481 | 0.5 | 0.53125 | 400,000 | 6800000 | 9.2 | 5.553357352 |
| Zizia aurea (Golden Alexanders) | 2.888 | 3 | 3.1875 | 33,000 | 561000 | 0.8 | 0.458151982 |
| Totals for FORBS : | 53.312 | 55.38 | 58.84125 | 3,034,450 | 51585650 | 69.7 | 42.12846304 |

TREES, SHRUBS & VINES

| Description | % by wt. | OZ PER ACRE | POUNDS FOR 17-ACRES | # SEEDS PER ACRE | # SEEDS PER 17-ACRES | /sq. ft. | % by ct. |
|---|--------------|-------------|---------------------|------------------|----------------------|------------|--------------------|
| Amorpha canescens (Lead Plant) | 0.963 | 1 | 1.0625 | 16,000 | 272000 | 0.4 | 0.222134294 |
| Totals for TREES, SHRUBS & VINES : | 0.963 | 1 | 1.0625 | 16,000 | 272000 | 0.4 | 0.222134294 |

GRASSES, SEDGES & RUSHES

| Description | % by wt. | OZ PER ACRE | POUNDS FOR 17-ACRES | # SEEDS PER ACRE | # SEEDS PER 17-ACRES | /sq. ft. | % by ct. |
|---|----------------|---------------|---------------------|------------------|----------------------|--------------|--------------------|
| Bouteloua curtipendula (Side-oats Grama PLS) | 15.402 | 16 | 17 | 96,000 | 1632000 | 2.2 | 1.332805764 |
| Elymus canadensis (Canada Wild Rye PLS) | 6.739 | 7 | 7.4375 | 36,400 | 618800 | 0.8 | 0.505355519 |
| Juncus dudleyi (Dudley's Rush) | 0.963 | 1 | 1.0625 | 3,200,000 | 54400000 | 73.5 | 44.42685881 |
| Koeleria macrantha (June Grass PLS) | 2.407 | 2.5 | 2.65625 | 500,000 | 8500000 | 11.5 | 6.94169669 |
| Schizachyrium scoparium (Little Bluestem PLS) | 15.402 | 16 | 17 | 240,000 | 4080000 | 5.5 | 3.332014411 |
| Sporobolus heterolepis PLS (Prairie Dropseed PLS) | 4.813 | 5 | 5.3125 | 80,000 | 1360000 | 1.8 | 1.11067147 |
| Totals for GRASSES, SEDGES & RUSHES : | 45.726 | 47.5 | 50.46875 | 4,152,400 | 70590800 | 95.3 | 57.64940267 |
| Totals for this mix : | 100.000 | 103.88 | 110.3725 | 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



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.

BILL OF SALE

Property: "Betty" (AQHA Registered Name: Pick Me Missy) (Quarter Horse - Mare)

Condition: As is, with no known medical issues. Approximate age: 9

Seller: Laura Henning
206 N Chestnut St.
Strasburg, IL 62465

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

Date of Commission Approval: May 7, 2019

Conditions of Acceptance/ No Warranty: For two thousand dollars (\$2,000.00) consideration to be paid in hand following a twenty-day trial period, the Seller, Laura Henning, hereby transfers, assigns and delivers any and all right, title and interest to the Kendall County Forest Preserve District, and the Purchaser, Kendall County Forest Preserve District, hereby accepts all right, title and interest in the Property subject to the following terms and conditions:

1. Purchaser will pick up Property from the Seller's stable, and Seller agrees to allow a twenty-day trial period that shall commence on the first day following delivery to the Ellis House and Equestrian Center located at 13986 McKanna Road in Minooka, IL 60447 on or around May 2, 2019.
2. Upon successful conclusion of the twenty-day trial period extending through May 22, 2019, Seller, Laura Henning, is entitled to either receive payment in hand of \$2,000.00 representing payment in full for "Betty", a 9-year old Quarter Horse - Mare, and the Purchaser, Kendall County Forest Preserve District, shall accept full and complete responsibility for property from the date the Property is accepted by the Kendall County Forest Preserve District, or will transport "Betty" from the Kendall County Forest Preserve District's Ellis House and Equestrian Center to the Seller's stable.
3. The Seller is not a seller of horses and disclaims to the fullest extent authorized by law any and all warranties, promises, whether express or implied, including warranties of merchantability and or fitness for a particular use and makes no promises, warranties or other representations regarding the horse's conditions at the time of transfer, and by accepting the Property after a twenty-day trial period ending May 22, 2019, the Purchaser accepts the Property "as is".
4. The Seller on behalf of itself, its successors and assigns hereby forever waives and releases the Kendall County Forest Preserve District, its elected officials, employees, agents, volunteers and assigns from any and all known and unknown claims, actions, causes of action, damages, injuries, costs and fees related in any manner to acceptance of this transfer or the condition of the Property at the time of the transfer.

5. The seller will provide a negative Coggins test prior to the start of the twenty-day trial. If the horse does not have a current Coggins, the trial period will be delayed until one is completed.

Kendall County Forest Preserve District, Illinois

Laura Henning; Strasburg, Illinois:

Judy Gilmour, President

Laura Henning

TO: Kendall County Board of Commissioners – Operations Committee
 FROM: Nicole Norton, Equine Program Coordinator
 DATE: April 9, 2019
 SUBJECT: Summer Camp Promotions & Discounts for Birthday Party Hosts

Our camp enrollments have been lower than expected in the past couple years. In an effort to help increase these numbers, I would like to offer a discount coupon to be given to the children that host a Horse Birthday Party with us. I am proposing that we offer a discount of: "\$25 OFF any 3 Day Camp", "\$10 OFF of any 1 Day Camp", or "\$5 OFF of any Parent-Tot Camp". This coupon would expire at the completion of our last Summer Camp scheduled for 2019 and will be written to the specific child whose birthday was hosted at Ellis House and Equestrian Center. Coupons will be numbered and stamped with our Ellis House stamp to avoid the opportunity for duplicates to be made.


Camp Values:


3 Day camp: \$200/\$210

1 Day Camps: \$65/\$70

Parent-Tot Camps: \$45/\$50

Example:

| | | | | | | |
|---|--|--|--|--|--|--|
|  <p>ELLIS HOUSE & EQUESTRIAN CENTER Minooka, Illinois (815) 475-4085</p> | <p><i>THANK YOU for choosing Ellis House and Equestrian Center to host your Birthday Party!</i></p> <p>We would love for you to come see us again at one of our Summer Camps!</p> <p>Present this coupon at the time of registration to receive:</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="border: 2px solid red; padding: 10px;"> \$25.00 OFF Of Any 3 Day Horse Camp </td> <td style="border: 1px solid black; padding: 5px; font-size: 24px;">OR</td> <td style="border: 2px solid red; padding: 10px;"> \$10.00 OFF Of Any 1 Day Horse Camp </td> <td style="border: 1px solid black; padding: 5px; font-size: 24px;">OR</td> <td style="border: 2px solid red; padding: 10px;"> \$5.00 OFF Of Any Parent-Tot Horse Camp </td> </tr> </table> <p>FOR : _____</p> <p>This discount is intended for a single use for the child whose name is written above. Duplicate coupons will not be accepted. Coupon may not be used with any other discount, prior purchase, or refund. No Cash Value. Expires August 1, 2019. 001</p> | \$25.00 OFF Of Any 3 Day Horse Camp | OR | \$10.00 OFF Of Any 1 Day Horse Camp | OR | \$5.00 OFF Of Any Parent-Tot Horse Camp |
| | \$25.00 OFF Of Any 3 Day Horse Camp | OR | \$10.00 OFF Of Any 1 Day Horse Camp | OR | \$5.00 OFF Of Any Parent-Tot Horse Camp | |

| | | | | | | |
|--|--|--|--|--|--|--|
|  <p>ELLIS HOUSE & EQUESTRIAN CENTER Minooka, Illinois (815) 475-4085</p> | <p><i>THANK YOU for choosing Ellis House and Equestrian Center to host your Birthday Party!</i></p> <p>We would love for you to come see us again at one of our Summer Camps!</p> <p>Present this coupon at the time of registration to receive:</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="border: 2px solid red; padding: 10px;"> \$25.00 OFF Of Any 3 Day Horse Camp </td> <td style="border: 1px solid black; padding: 5px; font-size: 24px;">OR</td> <td style="border: 2px solid red; padding: 10px;"> \$10.00 OFF Of Any 1 Day Horse Camp </td> <td style="border: 1px solid black; padding: 5px; font-size: 24px;">OR</td> <td style="border: 2px solid red; padding: 10px;"> \$5.00 OFF Of Any Parent-Tot Horse Camp </td> </tr> </table> <p>FOR : _____</p> <p>This discount is intended for a single use for the child whose name is written above. Duplicate coupons will not be accepted. Coupon may not be used with any other discount, prior purchase, or refund. No Cash Value. Expires August 1, 2019. 002</p> | \$25.00 OFF Of Any 3 Day Horse Camp | OR | \$10.00 OFF Of Any 1 Day Horse Camp | OR | \$5.00 OFF Of Any Parent-Tot Horse Camp |
| | \$25.00 OFF Of Any 3 Day Horse Camp | OR | \$10.00 OFF Of Any 1 Day Horse Camp | OR | \$5.00 OFF Of Any Parent-Tot Horse Camp | |

Ellis - Wedding and Other Events - 2019 and 2020

Weddings / Receptions - 2019

| Event Date | Anticipated Rental Payment | Rental Payment - Pending | Total Rental Amount Paid | Security Deposit | Security Dep. Paid/Ret'd | Notes / Due Dates |
|--------------------|----------------------------|--------------------------|--------------------------|-------------------|--------------------------|-----------------------------------|
| Wisman/Residori | \$520.00 | \$260.00 | \$260.00 | \$260.00 | 22-Jun-18 | January 27, 2019 Ceremony only |
| Sakalas / Maitland | \$260.00 | \$0.00 | \$260.00 | | | PAID Rehearsal Dinner |
| Sakalas / Maitland | \$4,130.00 | \$1,990.00 | \$2,140.00 | \$1,000.00 | 21-Dec-18 | March 29, 2019 Wedding |
| Muhr/Leeson | \$3,930.00 | \$1,965.00 | \$1,965.00 | \$1,000.00 | 29-Nov-18 | April 12, 2019 Wedding |
| 2019 Total | \$8,840.00 | \$4,215.00 | \$4,625.00 | \$2,260.00 | | |

Other Rentals - 2019

| | | | | | | | |
|-------------------|-------------------|-----------------|-------------------|-------------------|-----------|--|-----------------|
| E Cogswell | \$300.00 | \$0.00 | \$300.00 | \$150.00 | 18-Dec-18 | PAID Birthday | Sec Dep Rtn 3/7 |
| K Manno | \$240.00 | \$0.00 | \$240.00 | \$0.00 | Not Paid | No security deposit rec'd - No return needed | |
| Quasny/Dweller | \$240.00 | \$0.00 | \$240.00 | \$120.00 | 27-Feb-19 | PAID | Sec Dep Rtn 5/9 |
| Diana Hester | \$180.00 | \$0.00 | \$180.00 | \$0.00 | Not Paid | PAID | |
| J Edwards | \$1,040.00 | \$0.00 | \$1,040.00 | \$500.00 | 4-Mar-19 | PAID | |
| Kim Haritopoulos | \$650.00 | \$325.00 | \$325.00 | \$325.00 | 1-Apr-19 | PAID | April 1, 2019 |
| Laura Clement | \$240.00 | \$0.00 | \$240.00 | \$0.00 | Not Paid | PAID | |
| Denise Schroeck | \$520.00 | \$260.00 | \$260.00 | \$260.00 | Pd 4/18 | PAID | April 15, 2019 |
| R Murdaugh | \$250.00 | \$250.00 | \$0.00 | \$0.00 | Not Paid | Board approved | May 15, 2019 |
| 2019 Total | \$3,660.00 | \$835.00 | \$2,825.00 | \$1,355.00 | | | |



110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

Facility Rental Contract

Permit #: 19-00119
Contract Date: 04/30/2019
Use Type: 4H Program
Description: Shelter
Registrar: Rebecca Antrim
Phone: (630) 222-1145 / (630) 584-6166
Email: dnuger@illinois.edu

Customer
University of Illinois 4H
Donna Nuger
7775 B Route 47
Yorkville, IL 60560

Rental Information

Location: Shelter 1 @ Harris Forest Preserve
 10460 Route 71
 Yorkville, IL 60560

Total Hours: 8.00

| Date | Day | Time | Description | Qty | Unit | Rate | Total | Tax |
|-----------|-----|-------------------|-------------------------------|------|------|---------|---------|--------|
| 6/5/2019 | Wed | 6:00 PM - 8:00 PM | Shelter Flat (Head Count: 25) | 1.00 | Each | \$50.00 | \$50.00 | \$0.00 |
| 6/12/2019 | Wed | 6:00 PM - 8:00 PM | Shelter Flat (Head Count: 25) | 1.00 | Each | \$50.00 | \$50.00 | \$0.00 |
| 6/19/2019 | Wed | 6:00 PM - 8:00 PM | Shelter Flat (Head Count: 25) | 1.00 | Each | \$50.00 | \$50.00 | \$0.00 |
| 6/26/2019 | Wed | 6:00 PM - 8:00 PM | Shelter Flat (Head Count: 25) | 1.00 | Each | \$50.00 | \$50.00 | \$0.00 |

No alcohol allowed.
 Twilight Camp
 25 people
 Firewood: 1 bundle
 Board approval needed

| | |
|----------------------|-----------------|
| Total Hours | 8.00 |
| Total Fees | \$200.00 |
| Total Sec Dep | \$0.00 |
| Total Tax | \$0.00 |
| Rental Total | \$200.00 |

Rental Terms and Conditions

Permittee has read, signed and agrees to all enclosed documentation. The undersigned, their organization and its members (the Permittee), in consideration for the use of the above described facilities, agree to hold Owner harmless from all loss and/or damage resulting from the use of the facility. Security Deposit, where applicable, is due at time reservation is made. Full Rental Fee is due 60 calendar days prior to event date.

Signature: _____

Date: _____



110 W. Madison St., Yorkville, IL 60560 Ph: 630-653-4025 Fax: 630-653-4023

Facility Rental Contract

Permit #: 19-00097
 Contract Date: 04/10/2019
 Use Type: Other
 Description: Shelter
 Registrar: Rebecca Antrim
 Phone: (630) 553-8028 / (630) 553-8100
 Email: kbielema@co.kendall.il.us

CUSTOMER

**KC Health Department
 Keith Bielema
 811 W. John Street
 Yorkville, IL 60560**

Rental Information

Location: Shelter 1 @ Harris Forest Preserve
 10480 Route 71
 Yorkville, IL 60560

Total Hours: 3.00

| Date | Day | Time | Description | Qty | Unit | Rate | Total | Tax |
|-----------|-----|--------------------|-------------------------------|------|------|---------|---------|--------|
| 6/17/2019 | Mon | 10:00 AM - 1:00 PM | Shelter Flat (Head Count: 75) | 1.00 | Each | \$50.00 | \$50.00 | \$0.00 |

No alcohol allowed.
 Annual Triad Picnic
 75 people
 Board approval needed to waive fees

| | |
|---------------------|----------------|
| Total Hours | 3.00 |
| Total Fees | \$50.00 |
| Total Sec Dep | \$0.00 |
| Total Tax | \$0.00 |
| Rental Total | \$50.00 |

Rental Terms and Conditions

Permittee has read, signed and agrees to all enclosed documentation. The undersigned, their organization and its members (the Permittee), in consideration for the use of the above described facilities, agree to hold Owner harmless from all loss and/or damage resulting from the use of the facility. Security Deposit, where applicable, is due at time reservation is made. Full Rental Fee is due 60 calendar days prior to event date.

Signature: Keith Bielema

Date: 4/11/19



110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

Facility Rental Contract

Permit #: 19-00111 Page 1 of 1
 Contract Date: 04/17/2019
 Use Type: Other
 Description: Lodge
 Registrar: Rebecca Antrim
 Phone: (630) 553-4199 / (630) 337-1167
 Email: cphillips@co.kendall.il.us

Customer:
KC Sheriff's Office
Christopher Phillips
1102 Cornell Lane
Yorkville, IL 60560

Rental Information

Location: Meadowhawk Lodge @ Hoover Forest Preserve **Total Hours: 5.60**
 11285 Fox Road
 Yorkville, IL 60560

| Date | Day | Time | Description | Qty | Unit | Rate | Total | Tax |
|----------|-----|-------------------|---|------|-------|---------|----------|--------|
| 5/9/2019 | Thu | 6:00 PM - 8:30 PM | Meadowhawk Lodge - Hourly - Weekday Hourly (Head Count: 75) | 2.50 | Hours | \$60.00 | \$150.00 | \$0.00 |
| 5/9/2019 | Thu | 4:00 PM - 6:00 PM | Set-up - Client Hourly (Head Count: 75) | 2.00 | Hours | \$15.00 | \$30.00 | \$0.00 |
| 5/9/2019 | Thu | 8:30 PM - 9:30 PM | Clean-up - Client Hourly (Head Count: 75) | 1.00 | Hour | \$15.00 | \$15.00 | \$0.00 |

No glass bottles allowed.
 KC Sheriff's Youth Police Academy Orientation
 75 people
 Client Set-up: 4:00 pm - 6:00 pm
 Client Clean-up: 8:30 pm - 9:30 pm

Billing/Payment Summary

| Invoice # | Date | Total | Amount Paid | Balance Due |
|-------------|--------------|-----------------|---------------|-----------------|
| Sec Deposit | 04/17/2019 | \$75.00 | \$0.00 | \$75.00 |
| 1889 | 04/26/2019 | \$195.00 | \$0.00 | \$195.00 |
| | Total | \$270.00 | \$0.00 | \$270.00 |

| | |
|---------------------|-----------------|
| Total Hours | 5.60 |
| Total Fees | \$195.00 |
| Total Sec Dep | \$75.00 |
| Total Tax | \$0.00 |
| Rental Total | \$270.00 |

Rental Terms and Conditions

Permittee has read, signed and agrees to all enclosed documentation. The undersigned, their organization and its members (the Permittee), in consideration for the use of the above described facilities, agree to hold Owner harmless from all loss and/or damage resulting from the use of the facility. Security Deposit, where applicable, is due at time reservation is made. Full Rental Fee is due 60 calendar days prior to event date.

Signature: *Chris Phillips 11633*
 Date: 04/17/19

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 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 Yorkville, in Kendall County, Illinois, in the location shown on the attached print marked Exhibit A, attached and incorporated herein.

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

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

ARTICLE I. LICENSOR GRANTS LICENSE

A. Licensor grants Licensee a license to use that portion of the Licensor's right-of-way for a roadway and to cross its right of way and tracks at the location shown on Exhibit A, subject to the terms and conditions set forth herein. In consideration of the license and permission granted herein, Licensee agrees to observe and abide by the terms and conditions of this License and to pay to the Licensor, 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/or 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 and raise, or cause to be raised, any interfering wire line of Licensor. In performing this work, 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 for the Licensor's cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools.

B. Licensee, at its sole cost and expense, shall furnish all labor and material and perform all grading and surfacing work necessary for the construction, maintenance, repair or renewal of the remaining portion of the Road Crossing and install any and all appurtenant gates, fences, cattle guards, drainage facilities, traffic signs, and traffic devices shown on Exhibit A. Plans for construction shall be approved in advance by 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 applicable law, Licensee shall be responsible for the cost of any and all maintenance necessary on the Road Crossing and any and all appurtenances thereto. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the sole cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.

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

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

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

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

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

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

Licensor: Illinois Railway, 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: _____

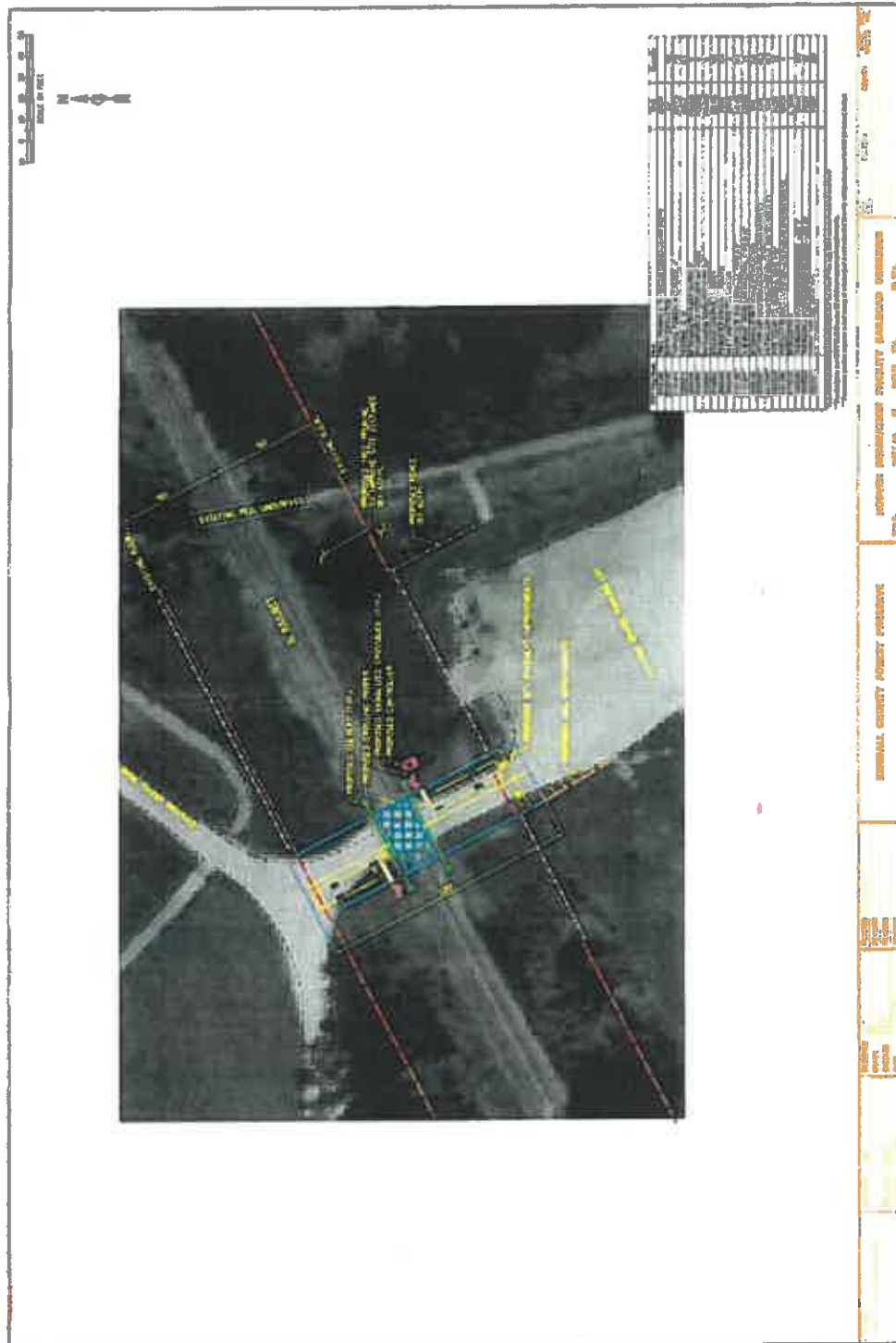


EXHIBIT 'A'
 LOPSE 221296

UNRECORDED SEALED BY CLERK

LEGAL DESCRIPTION OF TOTAL TRACT:

That part of the East Half of Section 36, Township 37 North, Range 6 East of the Third Principal Meridian and that part of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian and that part of the North Half of Section 6, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Beginning at the Northeast Corner of Lot 10 in "Fox Glen, Kendall Township, Kendall County, Illinois"; thence North 61°10'23" East, along the South Line of the former Burlington and Santa Fe Railroad, 1843.32 feet to a point of curvature in said South Line; thence Northeast, along said South Line, being a tangential curve to the left with a radius of 1482.69 feet, an arc distance of 583.60 feet to a concrete monument on the West Line of "River's Edge - Phase Two" in the City of Yorkville, Kendall County, Illinois; thence South 17°25'41" East, along said West Line, 721.72 feet; thence South 64°39'44" West, parallel with the centerline of Fox Road, 264.0 feet; thence South 17°25'41" East, 300.08 feet to the centerline of Fox Road; thence South 64°39'44" West, along said centerline, 753.68 feet to a point of curvature in said centerline; thence Southwesterly, along a tangential curve to the left with a radius of 14324.0 feet, an arc distance of 419.16 feet; thence South 62°59'08" West, tangent to the last described course, 873.63 to the Southeast Corner of said "Fox Glen"; thence North 21°41'02" West, along the East Line of said "Fox Glen", 785.41 feet to the point of beginning, and also that part of said Sections 36, 31 and 6 described as follows: Beginning at the intersection of the North Line of the former Burlington and Santa Fe Railroad with the West Line of "River's Edge - Phase One" in the City of Yorkville, Kendall County, Illinois; thence North 17°30'25" West, along said West Line, 2783.0 feet to the South Bank of the Fox River; thence Southwesterly, along said South Bank, 4668.58 feet to the West Line of a Tract conveyed by Lawrence E. Pope and Helen G. Pope, his wife, and described in Warranty Deed recorded in Book 118 at Page 412 on August 21, 1958; thence South 08°29'48" East, along said West Line, 3954.0 feet to said North Line of the former Burlington and Santa Fe Railroad; thence North 61°10'23" East, along said North Line, 4674.10 feet to a point of curvature in said North Line; thence Northeast, along said North Line, being a tangential curve to the left with a radius of 1382.69 feet, an arc distance of 612.52 feet to the point of beginning in Fox and Kendall Townships, Kendall County, Illinois and containing 408.352 acres.

Feb 24 2010 11:29AM KENDALL FOREST PRESERVE 8906534023

P. 2

KENDALL COUNTY FOREST PRESERVE DISTRICT

110 WEST MADISON STREET YORKVILLE IL 60560 630 553-4025

February 24, 2010

Elizabeth McGuire
Lease Administrator
LandRail LLC
50 S Steele Street # 374
Denver, CO 80209

Dear Ms. McGuire:

Please accept this letter as acknowledgement that the crossing of the Illinois Railway line located at Hoover Forest Preserve, near milepost 49.4 in the NW ¼ of Section 6, Township 36N, Range 6E is a public crossing.

The crossing connects two parcels of land owned by the Kendall County Forest Preserve District that were previously owned by the Chicago Council of the Boy Scouts of America. The Forest Preserve District is a local unit of government that protects open space and provides environmental education and recreation opportunities to residents.

Please contact me at 630 553-4131 or jpettit@co.kendall.il.us if you require any additional information.

Sincerely,


Jason Pettit
Director

CC: George Keck, SEC Group, Inc.



Exhibit "B"
LEASE 221290

Resolution No. 2019- 02

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING AN APPLICATION TO OMNI TRAX, INC. FOR A PUBLIC GRADE CROSSING
OVER HOOVER DRIVE AT THE HOOVER DRIVE FOREST PRESERVE**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "City") is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Kendall County Forest Preserve District (the "District") owns Hoover Drive in the Hoover Forest Preserve, which connects to Fox Road, being located in Kendall Township (the "Subject Property"); and,

WHEREAS, on November 24, 2015, the District dedicated a right-of-way for highway purposes over the Subject Property to the City for use as "Hoover Road", while the District retained fee simple ownership of said right-of-way; and,

WHEREAS, the City and the District determined that the public interest is served by Hoover Drive being dedicated as a right-of-way for highway purposes to the City in order to qualify for a grant to assist with the costs of construction of warning devices and railroad crossing safety gates over the railroad tracks located on Hoover Road; and,

WHEREAS, in order for Omni TRAX, Inc., the owner of the railroad tracks over Hoover Road, to proceed with construction of warning devices and crossing safety gates, an application in the form attached hereto as *Exhibit A*, must be filed by the City and the District for a new public grade crossing.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. The foregoing recitals are hereby incorporated into this section as if fully reinstated herein; and,

Section 2. The City hereby approves the Public Grade Crossing Application, in the form attached hereto, to be filed jointly by the City and the District with Omni TRAX Inc. for the purposes of constructing warning devices and cross safety gates, it being understood that the District is responsible for all fees, costs or assessments to be incurred in connection therewith.

Section 3. That the Mayor and City Clerk are hereby authorized to execute the aforesaid Application and to undertake any and all actions necessary to implement its terms.


Section 4. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

| | | | |
|--------------------|--|-------------------|--|
| CARLO COLOSIMO |  | KEN KOCH |  |
| JACKIE MILSCHEWSKI |  | ARDEN JOE PLOCHER |  |
| CHRIS FUNKHOUSER |  | JOEL FRIEDERS |  |
| SEAVER TARULIS |  | JASON PETERSON |  |

Passed by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois this 29 day of January, 2019.



Mayor

Attest:


City Clerk



APPLICATION PROCESS & INSTRUCTIONS
Telephone (303) 398-0400, Fax (866) 351-9503

PUBLIC GRADE CROSSING APPLICATION

It is the Railroad's policy that two existing grade crossings must be removed for one new grade crossing installation to be approved. INCOMPLETE applications may result in processing delays. Applications submitted without the required fees will not be processed.

If this application is approved, applicant agrees to reimburse the railroad for any cost incurred by the applicant incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. A non-refundable fee in the amount of \$4,000 USD (\$5,328 CAD) is due with the application. In addition, fees will be assessed pursuant to a written crossing agreement.

(Be sure to list the check number(s) at the bottom of the cover sheet AND application)

Make check(s) payable to:

Omnitrax Inc.
C/O AR Real Estate Department
252 Clayton Street
Denver, CO 80206

(As information, future payments will also be sent to the address listed above.)

If the submitted application and/or plans require review by an environmental (HAZMAT) or other outside consultants, it will solely be at the applicant's expense and in addition to the aforementioned fees.

Once an executable Public Grade Crossing agreement is submitted to you, the agreement must be fully negotiated and executed within one hundred twenty (120) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: 

CHECK NUMBER(S): _____

RAIL MADE
EASY



PUBLIC GRADE CROSSING APPLICATION
Telephone (303) 398-0400, Fax (866) 351-9503

SECTION 1: TO BE COMPLETED FOR ALL CROSSINGS

1. Complete Legal Name of Applicant: 1) Kendall County Forest Preserve District; 2) United City of Yorkville
2. Agreement to be in the name of (if different from above): _____
3. Type of Entity (please mark one): Corporation LLC Individual Municipality
Partnership General Limited Other _____
4. If applicable, state/province of incorporation or organization: State of Illinois
5. Federal Tax Identification number (U.S. Leases): 1) 36-6006598; 2) 36-6006169
6. Mailing Address: 1) 110 W. Madison Street Yorkville, Illinois 60560; 2) 800 Game Farm Road Yorkville, Illinois 60560
7. Overnight Delivery Service Address (if different): _____
8. Contact Person: 1) David Guritz 2) Bart Olson Title: 1) Executive Director; 2) City Administrator
9. Phone No. 1) 830 553-4131 2) 830-553-8537 Fax No. 1) 830 553-4023; 2) N/A
10. Email: 1) kcforest@co.kendall.il.us; bolson@yorkville.il.us
11. Email Address Where Notices Can be Sent to: kcforest@co.kendall.il.us; bolson@co.kendall.il.us
12. **Billing Contact Name, Phone Number, and Address Required:**
1) David Guritz, Executive Director (830) 553-4131 110 W. Madison Street Yorkville, IL 60560
2) Bart Olson, City Administrator (830) 553-8537 800 Game Farm Road Yorkville, Illinois 60560

13. Type of Road Crossing:
 Private Farm Crossing Private Commercial Crossing Contractor's Crossing
 Pedestrian Overpass Pedestrian Underpass Other _____
 Existing Crossing New Installation Relocation
 Permanent Use Temporary Use for _____ Mos. Reconstruction
14. Crossing will be used to access Hoover Forest Preserve, Yorkville, Illinois
15. Proposed Width of Crossing: Per FHA-IDOT specifications (plans developed/submitted by OmniTRAX)
16. Desired Material for Crossing (circle one): Wood Planks / Concrete / Asphalt / Rubber / Other _____
17. Type of Vehicles to be driven over crossing:
 Passenger Cars Recreational Vehicles Pickups
 Farm Equipment Heavy Construction Equipment Other School buses
18. Approximate number of daily one way trips over the crossing 300 typical (varies seasonally)
19. Name of Owner of Property to be served by crossing Kendall County Forest Preserve District
20. Address if different than above _____
21. Railroad being crossed: Illinois Railway at Hoover Road, Yorkville, Illinois
22. Milepost (application will not be processed without a MP) 51.59
23. Crossing is located in the: ^{SECTION OF SECTION} Section 31, Township 37N, Range 7E
(Example: SE ¼ of NW ¼ Section 15, Township 39N, Range 12E)

In/Near the City of Yorkville County Kendall State Illinois

Attach a legal description of your property to be served by the crossing and a property or county map showing the location of the crossing. Indicate on the map the distance measured along the track between the crossing and fixed objects in the vicinity (i.e., bridge, culvert, railroad mile marker, public road).



PUBLIC GRADE CROSSING APPLICATION
Telephone (303) 398-0400, Fax (866) 351-9503

SECTION 2: TO BE COMPLETED FOR EXISTING CROSSINGS ONLY

Name(s) of previous users of crossing Boy Scouts of America - Chicago Area Council
Crossing is currently covered by Agreement Number N/A
Dated _____ with _____

SECTION 3: TO BE COMPLETED FOR INSTALLATION OF NEW CROSSINGS ONLY

How the property is currently accessed? Hoover Road is the only public road entrance to Hoover Forest Preserve.
Why was the access to property not obtained from previous owner? Unsuccessful previous efforts to negotiate a crossing agreement with Landrail.
Desired crossing will be _____ feet () North () South () East () West
Of nearest _____ () Public () Private road crossing.
Track is in _____ ft. cut/fill Number tracks crossed 1 Track is on: () Curve (x) Straight
Per design specifications submitted to IDOT by OmniTRAX per ICC Order.

SECTION 4: REQUIRED Location: Geographical Coordinates (in decimal degrees)

Latitude 41.83305800 Longitude -88.47526500

By submitting this application for credit, you authorize OmniTRAX or affiliates, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine credit worthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for my NSF/Non-Sufficient Checks.

Date: December 7, 2018 LIST CHECK NUMBER(S): _____
Signature: [Signature] _____
Name Printed: David Gurtiz / Bart Olson
Title: Executive Director / City Administrator
Phone No.: 630-653-4131 / 630-553-8537

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION

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

ORDINANCE NUMBER 19-05-001

**APPROVING A UTILITY LICENSE AGREEMENT WITH COMMONWEALTH EDISON
COMPANY OF CHICAGO, ILLINOIS AT HOOVER FOREST PRESERVE**

WHEREAS, pursuant to Section 6 of the Downstate Forest Preserve Act, 70 ILCS 805/6, the Kendall County Forest Preserve District ('District') has the "power to grant licenses, easements and rights-of-way for the construction, operation and maintenance upon, under or across any property of (the) District of facilities for water, sewage, telephone, telegraph, electric, gas or other public service, subject to such terms and conditions as may be determined by (the) District"; and

WHEREAS, pursuant to Section 8 of the Downstate Forest Preserve Act, 70 ILCS 805/8, the District has the "power to pass and enforce all necessary ordinances, rules and regulations for the management of the property and conduct of the business of (the) District; and

WHEREAS, on April 18, 2006, the Kendall County Forest Preserve District approved Ordinance #06-04-01 governing the granting of easements and licenses; and

WHEREAS, the United City of Yorkville has successfully petitioned the Illinois Commerce Commission - Docket #T16-0003 - ordering OmniTRAX, Inc. and its subsidiary Illinois Railway, LLC to construct warning devices, crossing gates and crossing surface improvements at Hoover Forest Preserve in accordance with its grant agreement with the Illinois Department of Transportation and United City of Yorkville; and

WHEREAS, in order to operate the warning devices and crossing gates, electrical utility service is required; and

WHEREAS, Commonwealth Edison Company and OmniTRAX, Inc. require easement/license rights in order to construct the necessary improvements on District preserve lands at Hoover Forest Preserve to deliver electrical power to its facilities; and

WHEREAS, Commonwealth Edison Company has requested a 99-year license to operate and maintain an electric service line at Hoover Forest Preserve, and furthermore, has rendered payment for the application and calculated fees to the Kendall County Forest Preserve District in accordance with Ordinance #06-04-01 in the amount of \$39,310.00; and

WHEREAS, pursuant to the authorities cited above, the District has the authority and the power to adopt this Ordinance.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Kendall County Forest Preserve District, Kendall County, Illinois that:

1. **License Granted:** License Agreement #19-05-001 “Utility License Agreement - Commonwealth Edison Company” including Exhibits A (Legal Description) and B (Parcel 1 and 2 Easement Exhibit Plat) attached herewith is hereby granted.
2. **Authorization:** The President and Executive Director of the Kendall County Forest Preserve District are authorized and directed to implement the license agreement, including filing of said agreement with the Kendall County Clerk.
3. **Effective Date -** This Ordinance and License Agreement shall be in full force and effect after its passage in the manner provided by Requirements of Law.

Passed and approved this 7th day of May, 2019

AYES:

NAYS:

Judy Gilmour, President

Attest:

Matt Kellogg, Secretary

UTILITY LICENSE AGREEMENT

LICENSE NO. 04-001-19
ORDINANCE NO. 04-001-19
Commonwealth Edison Company
Hoover Forest Preserve

This Agreement made and entered into this 16th day of April, 2019 by Commission approval, Ordinance No. 04-001-19 and by signature of both parties, by and between the Kendall County Forest Preserve District (“LICENSOR”) a body corporate and politic, with principal offices at 110 W. Madison Street, Yorkville, Illinois 60560, and Commonwealth Edison Company (together with its licensees, successors and assigns, collectively, “LICENSEE”) with principal offices at 440 S. LaSalle St. Suite 3300, Chicago, IL 60605.

WHEREAS, the LICENSOR is the owner of property known as Hoover Forest Preserve (“Preserve”), with Parcel Identification Numbers 05-06-201-001; 02-31-300-014; 02-31-300-007; 02-31-300-004; 02-31-300-011, and 02-31-300-015, and is authorized by State Statute (70 ILCS 805/6) to grant licenses “for the construction, operation and maintenance upon, under or across any property of such District of facilities for water, sewage, telephone, telegraph, electric, gas or other public service, subject to such terms and conditions as may be determined by such District.” LICENSOR’s Ordinances and Policies allow the granting of utility, transportation, and ingress/egress licenses which do not contradict its mandate, ordinances, or policies, and which provide a public benefit; and

WHEREAS, the LICENSEE requires a license from the LICENSOR for the purposes of maintaining and operating overhead and underground electrical facilities and all appurtenances related thereto (the “Facilities”) along Fox Road extending into Hoover Forest Preserve, Kendall County, Illinois, and legally described on the attached ~~Plat of License (Exhibit A & C)~~, depicted on the Exhibit B, hereafter known identified as the License Area, and,

WHEREAS, the LICENSOR is willing to grant such license upon the terms and conditions set forth as follows.

1. (a) The LICENSOR hereby grants to the LICENSEE a renewable, non-exclusive license for an initial term of fifty (50) years renewable for a maximum term of ninety-nine (99) years, commencing April 16, 2019 (“Commencement Date”) for the purpose of constructing, maintaining, operating, repairing, reconstructing, replacing and removing the Facilities in an area legally described on the attached ~~Plat of License (Exhibit A & C)~~, depicted on the Exhibit B, hereafter known identified as the License Area and which initial term shall terminate on April 16, 2069 (“Termination Date”)

(b) This Agreement will automatically renew up to ten (10) times in successive and additional terms of five (5) years each, with the exception of the final term which shall be four (4) years, but not to exceed a total of 49 years past the expiration of the original term, unless at least four (4) months prior to the expiration of the original or any renewal term, one party gives written notice of non-renewal to the other party.

2. The license fee received and paid-in-full is \$39,310.00 as required under this Agreement.

3. (a) It is understood and agreed to by the parties that the LICENSEE is responsible for the safe and efficient provision of the Facilities and that the Facilities are intended to remain in place for the duration of this Agreement. For this reason, the parties will make reasonable efforts to renegotiate this License according to the then-existing policies of the LICENSOR and the LICENSEE, respectively, and under reasonable terms and conditions.

(b) Should the License not be renewed, the LICENSEE will peaceably quit and surrender the License Area to the LICENSOR and will, at LICENSEE's sole cost and expense, remove all the LICENSEE's installations, improvements, etc. (except at the discretion of Licensor, Licensor may approve LICENSEE to abandon such Facilities in place, as confirmed in writing by the LICENSOR), and will restore any damage with respect to such removal caused by LICENSEE within the License Area to the reasonable satisfaction of the LICENSOR. Removal and restoration shall be completed by the LICENSEE within ninety (90) days of the termination of this License, unless otherwise authorized by the LICENSOR in writing. This section shall survive the termination of this License.

4. The LICENSEE shall assume all risks and liabilities for damages, injuries, or loss to either property or persons which may be incurred by the LICENSEE or its agents, contractors, subcontractors and invitees and any employees of each of them within the License Area except for those risks and liabilities caused by the intentional acts or omissions of LICENSOR. LICENSEE is solely responsible for any and all maintenance of its Facilities, subject to, -and in accordance with, the terms and conditions of Licensees LICENSEE'S Rates & Tariffs. within the subject area including but not limited to the land, utility infrastructure, and constructed utility facilities, and shall be responsible for any and all costs associated with the same. LICENSEE will hold the LICENSOR harmless therefrom for any damages to the LICENSEES utility infrastructure and facilities within the License Area.

5. The LICENSEE does not have the right to license or otherwise grant or assign rights in, on, under, or across the License Area to other parties.

6. The LICENSEE shall at all times conduct its activities within the License Area in such a manner as not to unreasonably interfere with or otherwise impede the LICENSOR's use, management, and development of the Preserve.

7. The LICENSEE agrees to indemnify and hold harmless the LICENSOR, its officers, directors, agents and employees from and against all claims, demands, actions, or suits in law or in equity (including costs and expenses such as reasonable attorney's fees and expert witness fees incident thereto) for, or on account of, injury, damage or loss to the person or property of others caused or allegedly caused by the LICENSEE or its agents, contractors, subcontractors, and invitees and any employees of each of them within or on District property (not limited to the License Area) while maintaining, operating, repairing, and removing or otherwise exercising any of its rights granted under this license. Additionally, LICENSEE agrees to indemnify and hold harmless the LICENSOR, its officers, directors, agents and employees from and against all claims, demands, actions, or suits in law or in equity or pursuant to statute (including costs and expenses such as reasonable attorney's fees and expert witness fees incident thereto) for, or on account of, any mechanic's lien or claim against District property or District funds brought by, on behalf of, or through LICENSEE or its agents, contractors, subcontractors, and any of their employees, agents, subcontractors and invitees as a result of constructing, maintaining, operating, repairing, removing, restoring, or any other activity otherwise done at the request, direction, or instruction of or for LICENSEE in its exercise of the rights granted herein. Notwithstanding anything to the contrary in this paragraph 7, in no event shall any liability extend to (i) matters to the extent caused by any negligent or willful misconduct by LICENSOR or its agents, contractors, subcontractors, invitees or employees, or (ii) damages for any failure to provide service, for interruption of one or more phases, or reversal of such service, or interruptions in electric service. Notwithstanding any contained herein, the parties acknowledge and agree that this license shall not alter or impact the rights and obligations of the parties as retail customer and as electric service provider under all applicable laws and tariffs.

8. Except in emergencies, the LICENSOR shall provide the LICENSEE with forty-eight (48) hours advance notice prior to any action within the License Area which may negatively impact the LICENSEE's rights granted herein.

9. The provisions of any of the LICENSOR's currently existing agreements with respect to the License Area, and all rights, powers, privileges, duties, obligation, and liabilities created thereby, remain in full force and effect, and are not affected hereby except to the extent and in the manner set forth herein.

10. Should damage to the Preserve or to any fixture and / or to any tree in excess of four (4) inches diameter (when measured four (4) feet above ground level) on LICENSOR's property occur due to LICENSEE's maintaining, operating, repairing, and removing or any other work or activity in, on or around the License Area, the LICENSEE shall restore the Preserve or District property to the sole, but reasonable satisfaction of the LICENSOR, and LICENSEE shall use reasonable efforts to complete repair of such damage within six (6) months of within-upon completion of maintenance, repair, removal, or other activities. Damaged natural areas shall be restored within six (6) months following each incident. Fixtures shall be restored within no more than sixty (60) days following each incident.

11. The LICENSEE is responsible for procuring all necessary Federal, State, County, and municipal permits, variances, signoffs, etc., required to operate, repair, maintain, remove, inspect, etc., for the purpose of this License. Should the LICENSEE perform any grading, leveling, digging or excavation on the License Area, the LICENSEE shall comply with all notice requirements of J.U.L.I.E. The LICENSEE shall provide copies of all applications, baseline information, natural and cultural resource data reports, Environmental Impact Statements, and Environmental Assessment Reports required by the permitting agencies for the LICENSOR's review and comment. Proof of permits and signoffs will be required prior to excavation, earthwork or clearing.

12. Special Conditions:

- A. The LICENSEE shall apply for, obtain, and fully comply with a Special Use Permit from LICENSOR prior to and during the entirety of any work (i.e., construction, maintenance, operation, replacement, repair, removal, restoration, or any other activity) performed on LICENSOR's Property and/or the License Area.
- B. LICENSEE shall provide LICENSOR with photos of the existing conditions in and around the area of impact at the License Area prior to the start of any construction activities.
- C. LICENSEE shall insure that construction warning signs, fences, and erosion control measures are installed prior to any work being performed within the License Area.
- D. LICENSEE shall provide for the restoration of any vegetation, drainage tiles or damage to topography due to LICENSEE's work or actions on District property (not limited to the License Area) per the District approved Construction plans and/or Special Use Permits issued by the LICENSOR.
- E. LICENSEE understands that any additional work, maintenance, inspections, or other activities within the License Area will require the issuance of a Special Use Permit by the LICENSOR.
- F. The LICENSEE does not have the authority to close Hoover Forest Preserve at any time.
- G. Notwithstanding anything to the contrary herein, LICENSOR agrees that LICENSEE will use commercially reasonable efforts to notify (via telephone) LICENSOR of any emergent work necessary and in such cases, may proceed to correct/address such emergent work and shall contact LICENSOR after completion of such work, under such circumstances LICENSEE shall obtain a Special Use

Permit, even if said permit is issued after the fact, within 48 hours of following commencement of the work.

13. This Agreement and the covenants contained herein shall extend to, and be binding upon the successors and assigns of the parties hereto. Failure to comply with any of the conditions of this Agreement, after written notice of such failure to LICENSEE and failure by LICENSEE to cure such failure after 30 days, shall make it null and void and require removal of all LICENSEE's installations, improvements, etc., and restoration by the LICENSEE of the License Area in conformity with the requirement of Paragraph 3(b), above.

14. Time is of the essence in the performance of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first referenced above.

LICENSEE:
Commonwealth Edison Company

LICENSOR:
Kendall County Forest Preserve District

Representative: _____
Title: _____
Representing: _____

Representative: Judy Gilmour
Title: President, Board of Commissioners
Representing: Kendall County Forest Preserve District

Signature: _____
Date: _____

Signature: _____
Date: _____

Witnessed by: _____
Title: _____

Witnessed by: Matt Kellogg
Title: Secretary, Board of Commissioners

Signature: _____
Date: _____

Signature: _____
Date: _____

Aye: _____
Nay: _____
Abstain: _____

Notarization:

State of Illinois)
) ss.
County of Kendall)

I, the undersigned, a Notary Public in, and for said County, in the State aforesaid, DO HEREBY CERTIFY that Judy Gilmour and Matt Kellogg, personally known to me to be the President and Secretary, respectively, of the **Kendall County Forest Preserve District Board of Commissioners**, and to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to executed said instrument, and that the seal affixed thereto is the seal of said entity.

Witness my hand and official seal, this ____ day of _____, ____ at ____.

Notary Public in and for said County

My Commission Expires: _____

After recording, return a copy of the recorded License to:

License #04-001-19

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



April 10, 2019
19001140EX-002

Multiple PIN's:

02-31-300-015, 02-31-300-011, 02-31-300-004

02-31-300-007, 02-31-300-014, 05-06-201-001

EXHIBIT A

EASEMENT LEGAL DESCRIPTION - Exhibit "A" Page 1 of 2

PARCEL 1:

A STRIP OF LAND 20 FEET WIDE LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE IN THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011 ADJUSTMENT), DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 10 IN FOX GLEN SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED NOVEMBER 22, 1989, AS INSTRUMENT NUMBER 896802, IN KENDALL COUNTY RECORDERS OFFICE; THENCE NORTH 21 DEGREES 36 MINUTES 52 SECONDS WEST, 100.78 FEET ALONG THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 10 TO THE NORTH LINE OF THE ILLINOIS RAILWAY RIGHT OF WAY; THENCE NORTH 61 DEGREES 15 MINUTES 04 SECONDS EAST, 512.74 FEET ALONG SAID NORTH LINE TO THE CENTERLINE OF AN EXISTING 10 FOOT WIDE EASEMENT PER PLAT OF EASEMENT DATED JUNE 12, 2018; THENCE NORTH 00 DEGREES 44 MINUTES 23 SECONDS WEST, 45.95 FEET ALONG SAID CENTERLINE; THENCE NORTH 53 DEGREES 06 MINUTES 09 SECONDS EAST, 6.19 FEET TO THE EAST LINE OF SAID EASEMENT FOR THE POINT OF BEGINNING; THENCE ALONG THE EASEMENT CENTERLINE FOR THE FOLLOWING TEN (10) COURSES; THENCE NORTH 53 DEGREES 06 MINUTES 09 SECONDS EAST, 23.87 FEET; THENCE NORTH 39 DEGREES 03 MINUTES 09 SECONDS EAST, 139.85 FEET; THENCE NORTH 45 DEGREES 46 MINUTES 13 SECONDS EAST, 38.12 FEET; THENCE NORTH 62 DEGREES 25 MINUTES 31 SECONDS EAST, 30.31 FEET; THENCE NORTH 73 DEGREES 06 MINUTES 37 SECONDS EAST, 28.87 FEET; THENCE NORTH 85 DEGREES 46 MINUTES 21 SECONDS EAST, 139.00 FEET; THENCE NORTH 76 DEGREES 58 MINUTES 01 SECONDS EAST, 32.65 FEET; THENCE NORTH 69 DEGREES 38 MINUTES 02 SECONDS EAST, 28.68 FEET; THENCE NORTH 64 DEGREES 54 MINUTES 56 SECONDS EAST, 102.70 FEET; THENCE SOUTH 28 DEGREES 18 MINUTES 41 SECONDS EAST, 24.01 FEET TO SAID NORTH LINE OF THE ILLINOIS RAILWAY RIGHT OF WAY TO THE POINT OF TERMINUS, SAID POINT BEING NORTH 61 DEGREES 15 MINUTES 04 SECONDS EAST, 1077.42 FEET FROM SAID NORTHERLY EXTENTION OF THE EASTERLY LINE OF LOT 10 AS MEASURED ALONG THE NORTH LINE OF THE ILLINOIS RAILWAY RIGHT OF WAY, THE SIDELINES OF SAID EASEMENT SHALL BE SHORTENED OR PROLONGED TO TERMINATE AND FORM A CONTIGUOUS BOUNDARY WITH SAID NORTH LINE OF THE ILLINOIS RAILWAY RIGHT OF WAY, ALSO THE SIDELINES OF SAID EASEMENT SHALL BE EXTENDED OR PROLONGED TO TERMINATE AND FORM A CONTIGUOUS BOUNDARY WITH SAID EXISTING 10 FOOT EASEMENT.

CONTAINING 0.27 ACRES (11,798 SQUARE FEET) OF LAND MORE OR LESS.



Exhibit "A" PAGE 2 OF 2

PARCEL 2:

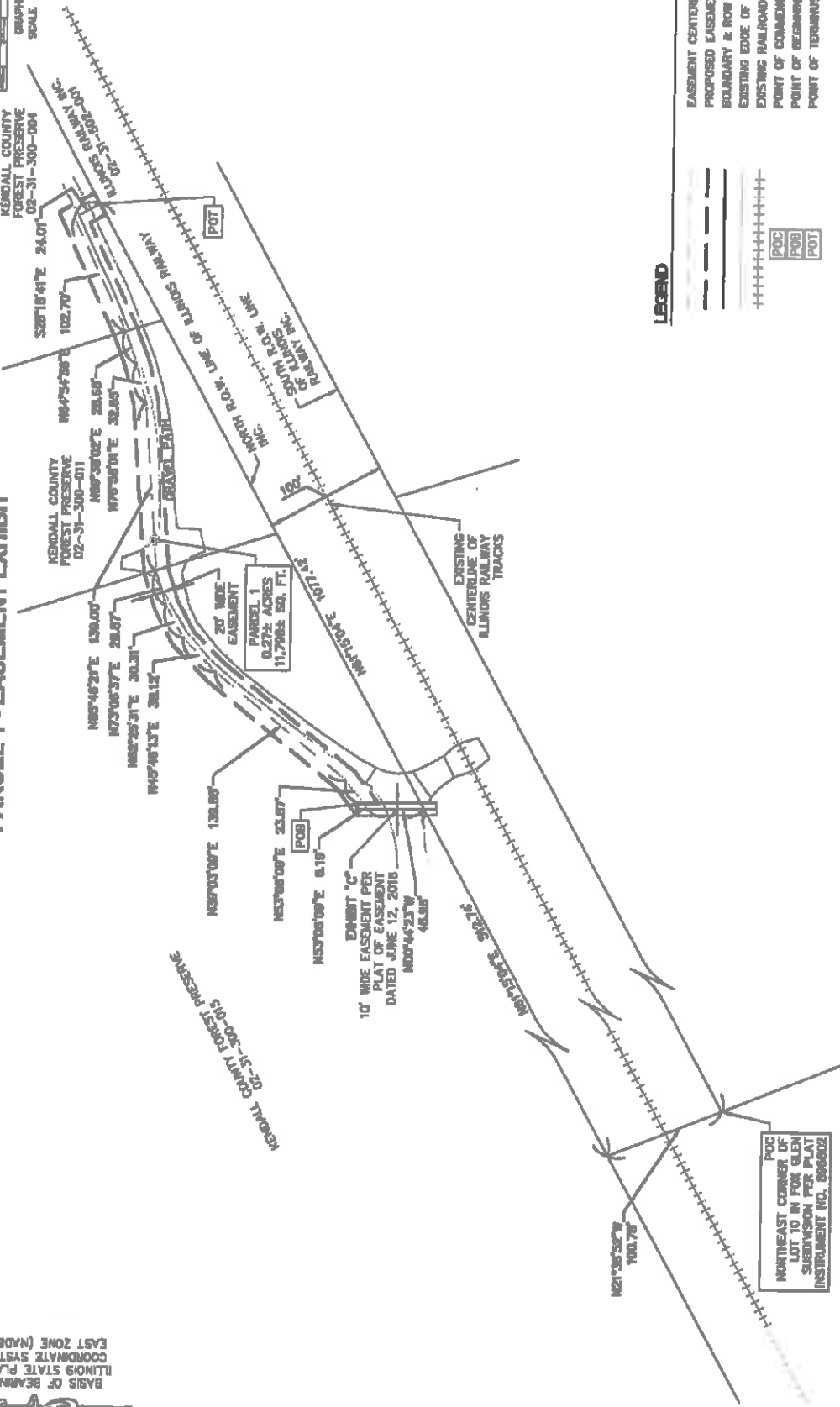
A STRIP OF LAND 20 FEET WIDE, LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, IN THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011 ADJUSTMENT), DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 10 IN FOX GLEN SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED NOVEMBER 22, 1989, AS INSTRUMENT NUMBER 896802, IN KENDALL COUNTY RECORDERS OFFICE; THENCE NORTH 61 DEGREES 15 MINUTES 04 SECONDS EAST, 1089.18 FEET ALONG THE SOUTH LINE OF THE ILLINOIS RAILWAY RIGHT OF WAY FOR THE POINT OF BEGINNING; THENCE SOUTH 28 DEGREES 18 MINUTES 41 SECONDS EAST, 820.01 FEET TO THE CENTERLINE OF FOX ROAD TO THE POINT OF TERMINUS, SAID POINT BEING NORTH 63 DEGREES 03 MINUTES 49 SECONDS EAST, 873.63 FEET AND 307.68 FEET ALONG AN ARC OF A 14293.91 FOOT RADIUS TO THE RIGHT, WITH A CENTRAL ANGLE OF 01 DEGREE 14 MINUTES 00 SECONDS, HAVING A CHORD THAT BEARS NORTH 63 DEGREES 40 MINUTES 46 SECONDS EAST, 307.68 FEET FROM THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 7 AS MEASURED ALONG SAID CENTERLINE OF FOX ROAD, THE SIDELINES OF SAID EASEMENT SHALL BE SHORTENED OR PROLONGED TO TERMINATE AND FORM A CONTIGUOUS BOUNDARY WITH SAID SOUTH LINE OF THE ILLINOIS RAILWAY RIGHT OF WAY AND SAID CENTERLINE OF FOX ROAD.

CONTAINING 0.38 ACRES (16,400 SQUARE FEET) OF LAND MORE OR LESS.

EXHIBIT B PARCEL 1 - EASEMENT EXHIBIT

ILLINOIS STATE PLANE
EAST ZONE (NAD83)
BASIS OF BEARING:



LEGEND

- EASEMENT CENTERLINE
- PROPOSED EASEMENT
- BOUNDARY & ROW LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING RAILROAD
- POINT OF COMMENCEMENT
- POINT OF BEGINNING

POC
POB
POI

| | | | |
|---|--|---|--|
| | | | |
| KOSSELL AND DALTON COMED LAND SURVEY ADMINISTRATOR 1 DECATUR CENTRE OAKBROOK, ILLINOIS; E. 60th ST. & 131st ST. (11-5E-904) PHONE: (630)576-7400 FAX: (630)576-7400 CELL: (312)200-0823 | | 1245 EAST OBER, PLYMOUTH STATE 100 JAMESVILLE, IL 60543 PHONE: (630)577-0880 FAX: (630)577-0880 DESIGN FIRM #184-005876 | |
| PROJECT NO. 118-120 CONTRACT NO. 118-120 | | SHEET NO. 1 OF 2 | |

EXHIBIT B - PARCEL 1 EASEMENT EXHIBIT

COMED ORDER #18-120, CONTRACTOR #1182462

TOTAL PROJECT AREA: 1.00 AC. FIELD NO. 118-120 CONTRACT NO. 118-120 SHEET NO. 1 OF 2
 DATE: 04/18/2018

Exhibit "C"

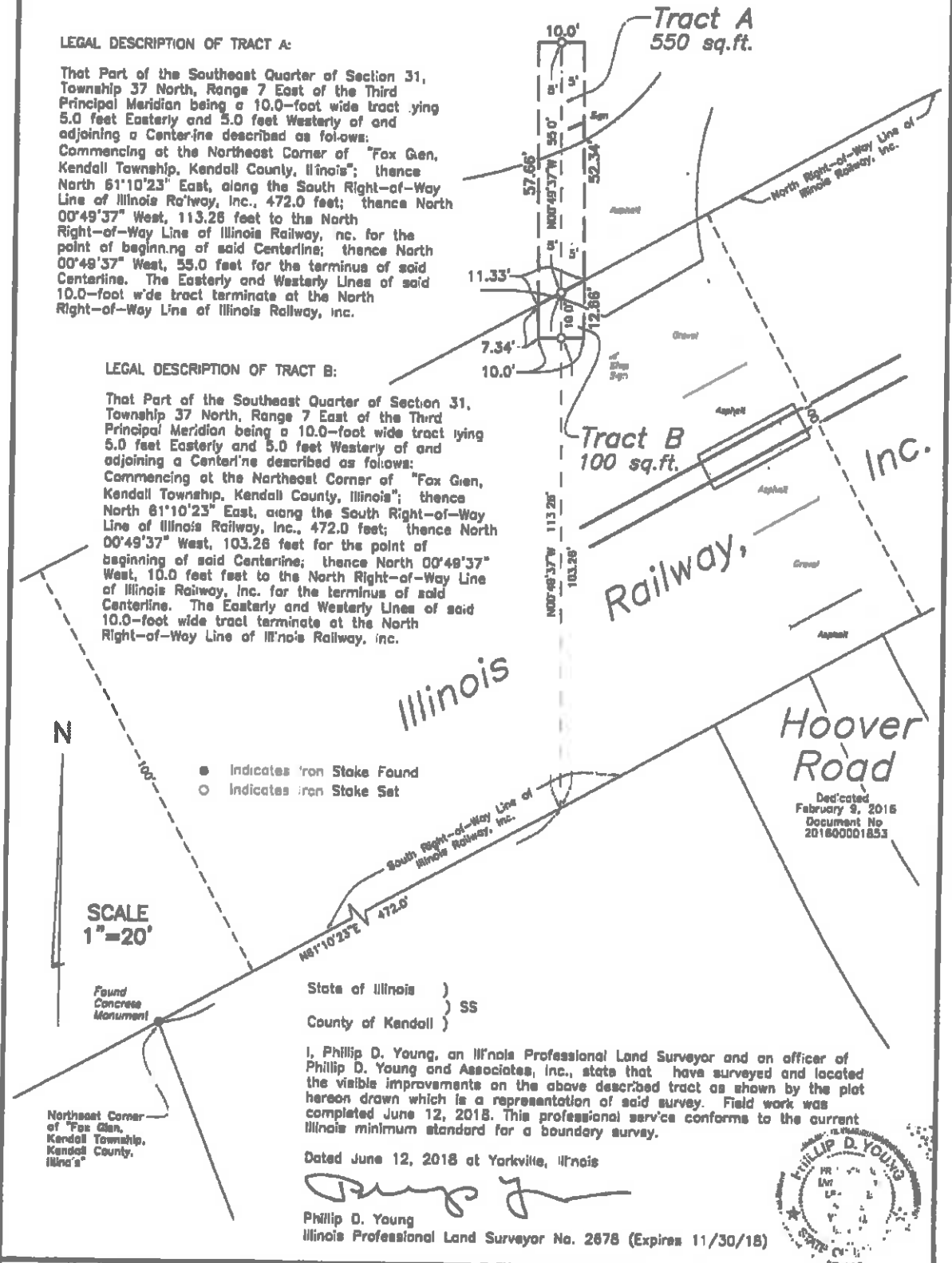
PLAT OF EASEMENT OF PART OF THE SOUTHEAST QUARTER OF SECTION 31, T37N-R7E, 3rd PM KENDALL TOWNSHIP KENDALL COUNTY ILLINOIS

LEGAL DESCRIPTION OF TRACT A:

That Part of the Southeast Quarter of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian being a 10.0-foot wide tract lying 5.0 feet Easterly and 5.0 feet Westerly of and adjoining a Centerline described as follows:
Commencing at the Northeast Corner of "Fox Glen, Kendall Township, Kendall County, Illinois"; thence North 61°10'23" East, along the South Right-of-Way Line of Illinois Railway, Inc., 472.0 feet; thence North 00°49'37" West, 113.26 feet to the North Right-of-Way Line of Illinois Railway, Inc. for the point of beginning of said Centerline; thence North 00°49'37" West, 55.0 feet for the terminus of said Centerline. The Easterly and Westerly Lines of said 10.0-foot wide tract terminate at the North Right-of-Way Line of Illinois Railway, Inc.

LEGAL DESCRIPTION OF TRACT B:

That Part of the Southeast Quarter of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian being a 10.0-foot wide tract lying 5.0 feet Easterly and 5.0 feet Westerly of and adjoining a Centerline described as follows:
Commencing at the Northeast Corner of "Fox Glen, Kendall Township, Kendall County, Illinois"; thence North 61°10'23" East, along the South Right-of-Way Line of Illinois Railway, Inc., 472.0 feet; thence North 00°49'37" West, 103.26 feet for the point of beginning of said Centerline; thence North 00°49'37" West, 10.0 feet east to the North Right-of-Way Line of Illinois Railway, Inc. for the terminus of said Centerline. The Easterly and Westerly Lines of said 10.0-foot wide tract terminate at the North Right-of-Way Line of Illinois Railway, Inc.



| | |
|----------|---------|
| JOB NO. | 18138 |
| JOB NAME | MDSOUTH |
| DWG FILE | 18138 |

Phillip D. Young and Associates, Inc.
LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775

1107B South Bridge Street
Yorkville, Illinois 60560
Telephone (830)553-1580



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

ORDINANCE NUMBER 19-05-002

**APPROVING AN EASEMENT FOR OMNITRAX, INC. OF DENVER, COLORADO,
INCLUDING ILLINOIS RAILWAY, LLC OF MORRIS, ILLINOIS, ITS SUBSIDIARY AT
HOOVER FOREST PRESERVE**

WHEREAS, pursuant to Section 6 of the Downstate Forest Preserve Act, 70 ILCS 805/6, the Kendall County Forest Preserve District ('District') has the "power to grant licenses, easements and rights-of-way for the construction, operation and maintenance upon, under or across any property of (the) District of facilities for water, sewage, telephone, telegraph, electric, gas or other public service, subject to such terms and conditions as may be determined by (the) District"; and

WHEREAS, pursuant to Section 8 of the Downstate Forest Preserve Act, 70 ILCS 805/8, the District has the "power to pass and enforce all necessary ordinances, rules and regulations for the management of the property and conduct of the business of (the) District; and

WHEREAS, on April 18, 2006, the Kendall County Forest Preserve District approved Ordinance #06-04-01 governing the granting of easements and licenses; and

WHEREAS, the United City of Yorkville has successfully petitioned the Illinois Commerce Commission - Docket #T16-0003 - ordering OmniTRAX, Inc. and its subsidiary Illinois Railway, LLC to construct warning devices, crossing gates and crossing surface improvements at Hoover Forest Preserve in accordance with its grant agreement with the Illinois Department of Transportation and United City of Yorkville; and

WHEREAS, in order to operate the warning devices and crossing gates, electrical utility service is required; and

WHEREAS, Commonwealth Edison Company and OmniTRAX, Inc. require easement/license rights in order to construct the necessary improvements on District preserve lands at Hoover Forest Preserve to deliver electrical power to its facilities; and

WHEREAS, OmniTRAX, Inc. has requested a 99-year easement to operate and maintain an electric service line at Hoover Forest Preserve, and furthermore, has rendered payment for the application and calculated fees to the Kendall County Forest Preserve District in accordance with Ordinance #06-04-01 in the amount of \$1,937.00; and

WHEREAS, pursuant to the authorities cited above, the District has the authority and the power to adopt this Ordinance.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Kendall County Forest Preserve District, Kendall County, Illinois that:

1. License Granted: Easement Agreement #19-05-002 “Utility License Agreement - OmniTRAX, Inc. and its subsidiary Illinois Railway, LLC” including Exhibit A Plat of Easement attached herewith is hereby granted.
2. Authorization: The President and Executive Director of the Kendall County Forest Preserve District are authorized and directed to implement the license agreement, including filing of said agreement with the Kendall County Clerk.
3. Effective Date - This Ordinance and License Agreement shall be in full force and effect after its passage in the manner provided by Requirements of Law.

Passed and approved this 7th day of May, 2019

AYES:

NAYS:

Judy Gilmour, President

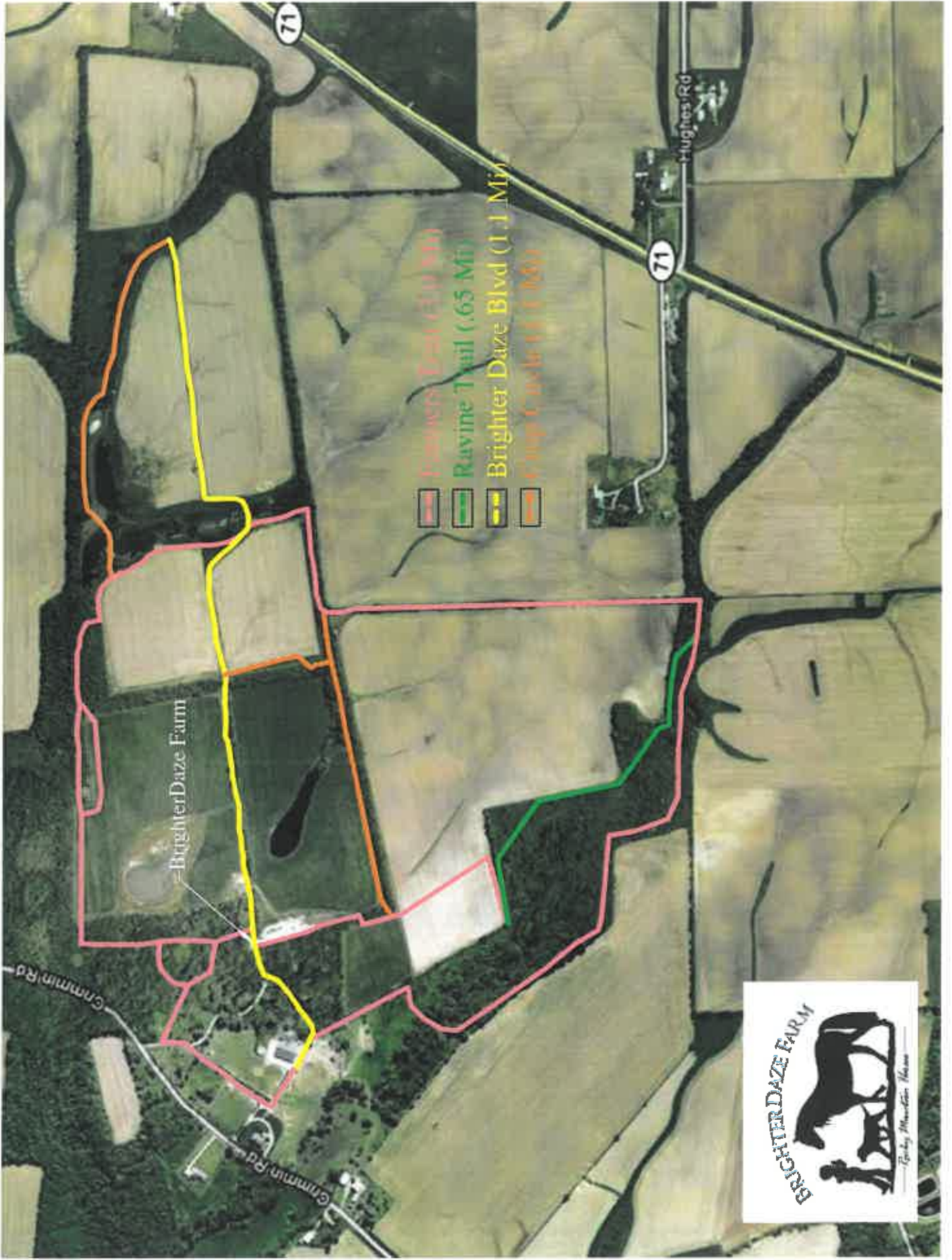
Attest:

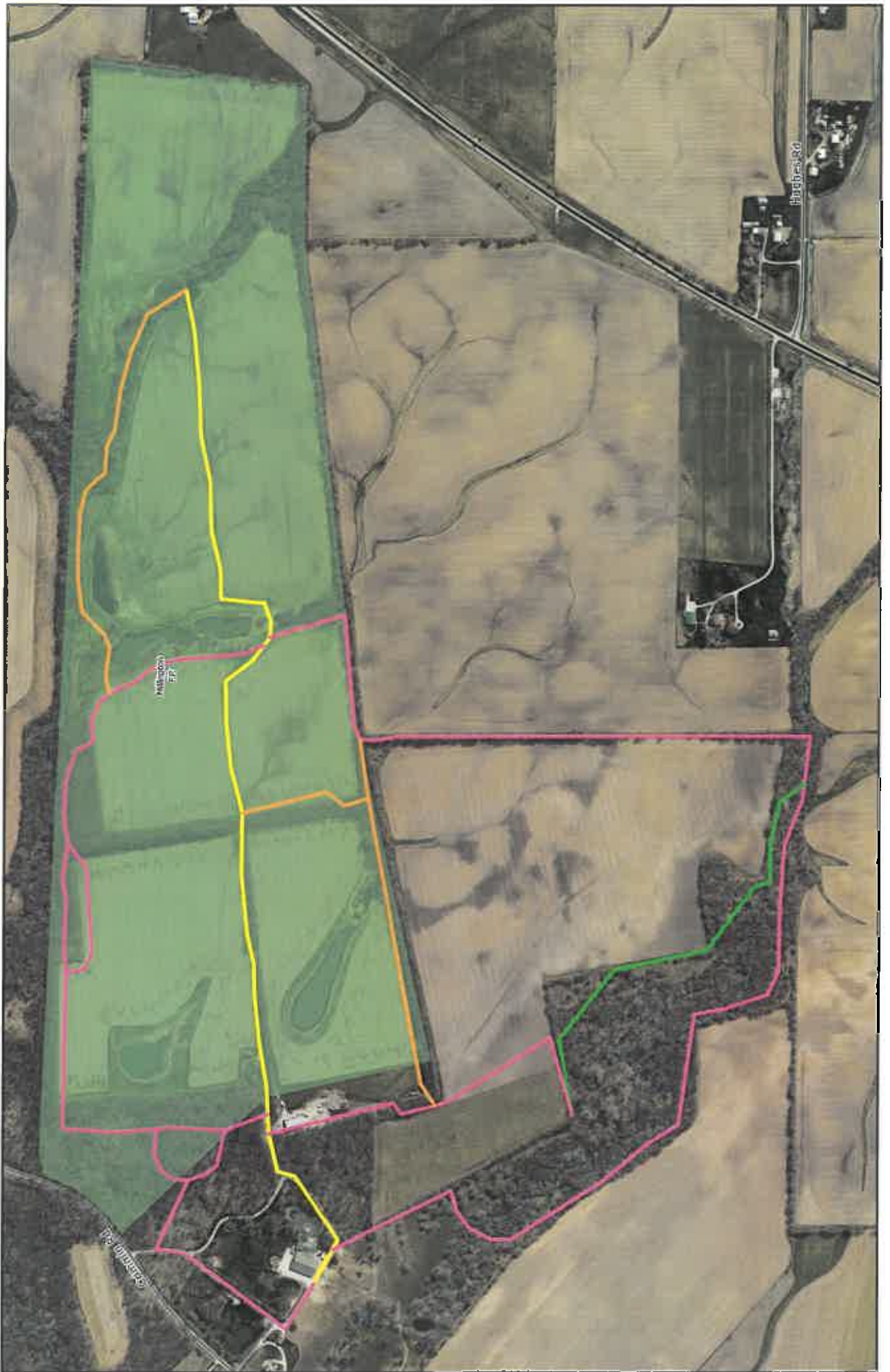
Matt Kellogg, Secretary

Search Widget



100 ft





Public Notice

Kendall County

****Kendall County Regional Planning Commission****

****Kendall County Zoning Board of Appeals****

Notice is hereby given that the Kendall County Regional Planning Commission will hold a public meeting on 5/22/19 at 7:00 p.m. and the Kendall County Zoning Board of Appeals will hold a public hearing on 5/28/19 at 7:00 p.m. at the Kendall County Office Building, Room 209 & 210 at 111 West Fox Street, Yorkville, IL. The purpose of this meeting and hearing are to consider comments and make a recommendation regarding Petition # 19-12.

Robert Bright on behalf of Madison Trust and Castle Bank NA and JoAnn Bright – Theis are seeking a special use permit for a Wedding & Event Venue on existing property zoned A1.

The property is located at 10978 Crimmins Rd. Newark, IL 60541 is identified by Parcel Identification number 04-29-300-010, 04-29-300-012, 04-30-400-007, 04-30-400-012, 04-30-400-013, 04-30-400-018, 04-30-400-019, 04-31-200-013, 04-32-100-006, 04-32-100-008 and is legally described in Exhibit "A" attached.

The petitioner is acting for himself or in the capacity of agent, alter ego, or representative of a principal. The petitioner is a corporation. The petitioner is not a business or entity doing business under an assumed name. The petitioner is not a Partnership, Joint Venture, Syndicate or Unincorporated Voluntary Association.

This petition and related documents maybe reviewed at the Planning, Building and Zoning Department, Room 203, 111 West Fox Street, Yorkville, IL 60560 or the Kendall County Website: <http://www.co.kendall.il.us/planning-building-zoning/petitions>. Questions can be directed to the same Department at the phone number (630) 553 -- 4139.

All interested persons may attend and be heard. Written testimony should be directed to the Department but shall only be entered as part of the record at the discretion of the Kendall County Regional Planning Commission and Special Use Hearing Officer.

If special accommodations or arrangements are needed to attend this County meeting please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time.

Applicant: Robert Bright & JoAnn Bright - Theis



Mission Statement

BrighterDaze Farm is committed to offering an exclusive and memorable experience for our customer's event. BrighterDaze is the ideal setting for anyone looking for a beautiful, private and spacious venue. We provide an 8,000 square foot barn that can accommodate intimate weddings of 40 people or grand guest lists of up to 280 people. We understand that everyone has a different idea of perfect; that's why we allow our customers the opportunity to customize the finest details of their event.

Business Plan

Hours of Operation:

Monday – Thursday: 9:00 AM – 10:00 PM

Friday – Saturday: 9:00 AM – 12:00 PM

Holiday Schedule: Open on the Eve and Day of all Federal Holidays

Closed for the Winter: Reopen April 1st

Wedding/Event Tours scheduled by appointment by appointment only outside hours of operation

Event Setup begins at 9:00 AM CST the day of event

Customers are to "vacate" the property 1 hour after conclusion of event

of Employees: 1

Event Setup & Cleanup Plans: BDF to utilize local sub-contracting services for all applicable trades to include but not limited to: Table(s), chair(s), linens, decorations (flowers, center-pieces, etc), food, beverage(s), bathrooms and cleanup services.

NO CASH BARS allowed

Bathrooms: Luxury Trailer Bathrooms will be utilized for events and is included in pricing.

BrighterDaze Farm to provide permanent facilities by 2021

Max Occupancy: 280 people

Venue Information: 60' x 120' (7,200 sq ft) Converted Arena w/ Concrete Flooring

Noise Control: All music/noise to originate from within venue at all times with the exception of processional(s)/recessional(s).

Sound not to exceed 65 dB (7:00 AM – 10:00 PM)

Sound not to exceed 55 dB (10:00 PM –7:00 AM)

Music will "face" East (away) from Crimmin Rd with all doors remaining "closed" after 7pm.

BrighterDaze Farm has mature trees located on the property to facilitate dampening the sound.

Distance from Venue to Crimmin Rd = 700'

Setback from Crimmin Rd to neighbors residence = 200'

Parking Plan: One-Way Traffic Pattern to be utilized during business hours

34 Regular Parking Spaces + 4 Handicapped Spaces (Venue)

75 Regular Parking Spaces (Remote Parking)

Lighting to be "off" 1 hour after conclusion of event

Sale of Ancillary Items

BDF reserves the right to sell ancillary items such as sweaters, shirts, cups/glasses, etc.

Main Entrance/Exit Sign(s) Specifications (Locations as shown on Traffic Plan)



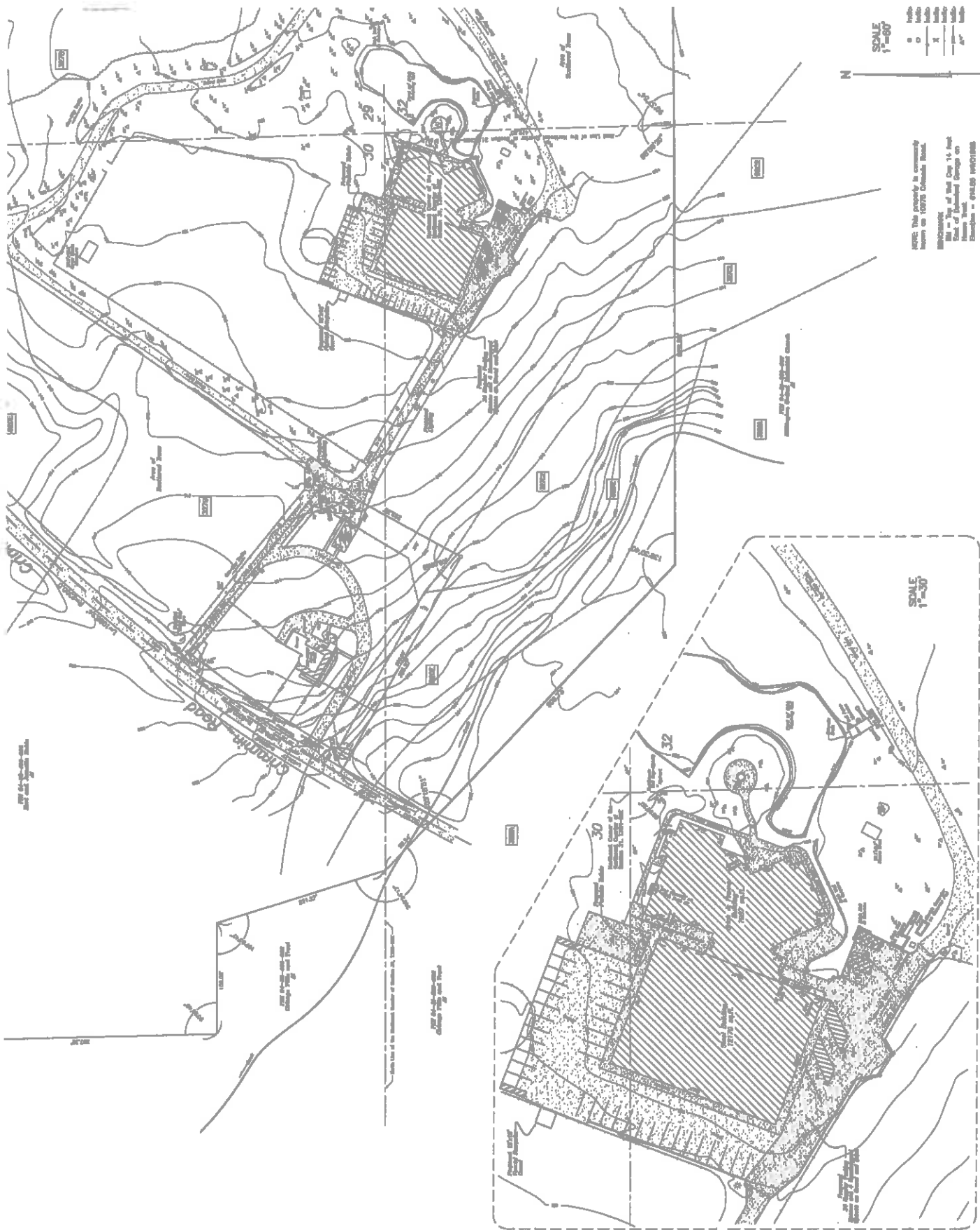
| | |
|-----------------|------------------------------|
| Header | Notice Sign |
| Legend | Notice: Main Entrance |
| Part# | S-8380 |
| SPN# | 8GWC |
| Colors | Blue and Black |
| Shape | Horizontal |
| Contents | 1 Safety Sign |



| MODEL NO. | SIZE W x H | DESCRIPTION | THICKNESS |
|-----------|------------|--------------------|-----------|
| H-5755 | 36 x 12" | Exit w/Right Arrow | 1/12" |

LEGAL DESCRIPTION OF ROBERT BRIGHT TRACT (38.3391 Acres):

That part of the Southwest Quarter of Section 29, that part of the Southeast Quarter of Section 30, that part of the Northeast Quarter of Section 31 and that part of the Northwest Quarter of Section 32, Township 36 North, Range 6 East of the Third Principal Meridian described as follows: Commencing at the Northeast Corner of said Northeast Quarter of Section 31; thence Southerly, along the East Line of said Northeast Quarter, 412.50 feet for a point of beginning; thence West, along a line which is parallel with the North Line of said Northeast Quarter and which forms an angle of $88^{\circ}55'20''$ with the last described course, measured counter-clockwise therefrom, 628.98 feet; thence Northwesterly, along a line which forms an angle of $136^{\circ}30'40''$ with the last described course, measured counter-clockwise therefrom, 506.73 feet to the centerline of Crimmins Road; thence Northeasterly, along said centerline which forms an angle of $105^{\circ}18'51''$ with the last described course, measured counter-clockwise therefrom, 50.50 feet; thence Northeasterly, along said centerline being a tangential curve to the right with a radius of 2300.0 feet, an arc distance of 1058.74 feet; thence Northeasterly, along said centerline which is tangent to the last described curve at the last described point, 299.42 feet; thence Northeasterly, along said centerline being a curve to the left with a radius of 730.0 feet, an arc distance of 8.76 feet to the West Line of said Southwest Quarter of Section 29; thence Southerly, along said West Line, 22.82 feet; thence Southeasterly, along a line which forms an angle of $136^{\circ}53'45''$ with the last described course, measured clockwise therefrom, 1066.40 feet; thence Southeasterly, along a line which forms an angle of $148^{\circ}16'44''$ with the last described course, measured counter-clockwise therefrom, 889.54 feet to a point on a Southerly Line of a Tract conveyed to Robert A. Bright as Trustee of the Robert A. Bright Declaration of Trust by Trustee's Deed recorded as Document 9801248 on February 4, 1998; thence Southwesterly along said Southerly Line which forms an angle of $89^{\circ}59'40''$ with the last described course, measured counter-clockwise therefrom, 197.0 feet to a Southerly Corner of said Bright Tract; thence Northwesterly, along a line which forms an angle of $95^{\circ}37'45''$ with the last described course, measured counter-clockwise therefrom, 359.61 feet to a point on a line drawn Easterly, parallel with the North Line of said Northwest Quarter of Section 32, from the point of beginning and which is 607.20 feet from the point of beginning; thence Westerly, along said parallel line which forms an angle of $107^{\circ}48'12''$ with the last described course, measured clockwise therefrom, 607.20 feet to the point of beginning in Fox Township, Kendall County, Illinois and containing 38.3391 acres.



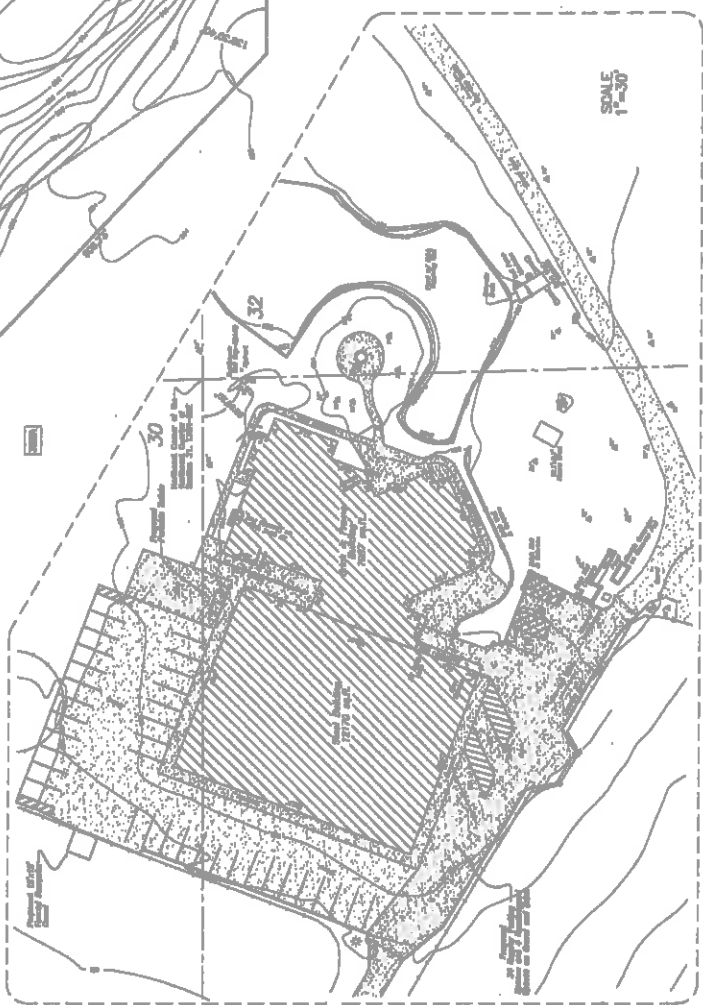
SCALE
1"=60'

- 0 Feet
- 10 Feet
- 20 Feet
- 30 Feet
- 40 Feet
- 50 Feet
- 60 Feet



NOTE: This property is currently
owned by 10070 Columbia Blvd.
Map showing of Red Clay 14. Ave.
Map of Township Group 40
Harris Tract.
Elevation = 616.50 10/10/18

SCALE
1"=30'



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

STET
LEGAL MANDATE ENGINEERING
1000 COMMERCIAL DRIVE, FLOOR 1
OAK BROOK, IL 60523
ATTN: STEVE PESOLA
630-573-3705

COMED
PUBLIC RELOCATION DEPARTMENT
1000 W. STATE ST. SUITE 600
OAKBROOK TERRACE, IL 60181

NICKER GAS
1000 W. STATE ST. SUITE 600
MARIETTA, IL 60563
BRUCE KOPPING
630-388-3830

ALL SEE PLANS HAVE BEEN PREPARED USING STANDARD
CONSTRUCTION SCHEMATIC. REMOVED SOLES PLANS WILL NOT
CONFORM TO STANDARD SCHEMATIC. IN MAKING MEASUREMENTS
ON REMOVED PLANS, THE WHITE SOLES MAY BE USED.



PROJECT LOCATION
MILLBROOK BRIDGE REMOVAL
AND SHORELINE RIPRAP EROSION CONTROL

LOCATION MAP



ICR
INTEGRATED CONSTRUCTION RESOURCES
1000 W. STATE ST. SUITE 600
OAKBROOK, ILLINOIS 60181
630-573-3705 www.icrinc.com

| SUMMARY OF QUANTITIES | | | |
|-----------------------|---|-------|----------|
| ITEM | ITEM | UNIT | QUANTITY |
| 1 | TREE REMOVAL (6 TO 15 UNITS DIAMETER) | UNIT | 62 |
| 2 | CHANNEL EXCAVATION | CU YD | 233 |
| 3 | SEEDING, CLASS 4 (SPECIAL) | ACRE | 0.1 |
| 4 | EROSION CONTROL BLANKET | SQ YD | 484 |
| 5 | STONE NETRAP, CLASS A4 | TON | 609 |
| 6 | FILTER FABRIC | SQ YD | 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 | PIPE CULVERTS, CLASS D, TYPE 1, 60" (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", HEREIN 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 NETRAP 1.75 TON/CU YD
- THE AREA TO BE SEEDING 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 CHISEL 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. 565.87

| | | | | | | | | | | | |
|--|--|--|--|---|--|--|--|---|--|---|--|
| <p>DESIGNED BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>DATE: [Date]</p> | | <p>CONTRACT NO. [Number]</p> <p>PROJECT NO. [Number]</p> <p>DATE: [Date]</p> | | <p>DATE: [Date]</p> <p>DATE: [Date]</p> | | <p>DATE: [Date]</p> <p>DATE: [Date]</p> | | <p>DATE: [Date]</p> <p>DATE: [Date]</p> | | <p>DATE: [Date]</p> <p>DATE: [Date]</p> | |
| <p>SCALE: SECTION 1 OF 4 SHEETS STA. TO STA.</p> | | | | | | <p>SUMMARY OF QUANTITIES AND GENERAL NOTES</p> | | | | | |
| <p>KENDALL COUNTY FOREST PRESERVE</p> | | | | | | <p>SCALE: SECTION 1 OF 4 SHEETS STA. TO STA.</p> | | | | | |

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 BULKHEAD PERMANENT EROSION CONTROL MANUAL (JANUARY 2010) AND THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ADOPTED APRIL 1, 2016 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 AGENT.
- 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 FEATURES SHALL BE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF UPLAND DISTURBANCE. SOIL DISTURBANCE SHALL BE CONDUCTED 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 ELIMINATE THE CONCENTRATION OF RUNOFF. THE INFILTRATION SHALL BE CLEANED DAILY TO REMOVE EARTH MATERIAL TO THE SATISFACTION OF THE ENGINEER.
- ALL TEMPORARY EROSION CONTROL MEASURES MUST BE MAINTAINED AND IMMEDIATELY REPLACED AS NEEDED AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL INSPECT AND COMPLETE REPAIRS TO ALL EROSION CONTROL MEASURES DAILY. THE CONTRACTOR SHALL MAINTAIN 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 MARKED WITH REFLECTOR OR APPROPRIATE MEASURES TO REMOVE IN PLACE MORE THAN THREE DAYS SHALL BE FURNISHED WITH EROSION & SEDIMENT CONTROL. (I.E. PERIMETER EROSION BARRIERS, 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 BIDDING SPECIFICATIONS.
- ALL NECESSARY MEASURES SHALL BE TAKEN TO CONTAIN ANY FUEL OR POLLUTION RUNOFF. LEAKY EQUIPMENT OR SUPPLIES SHALL BE IMMEDIATELY REPAIRED OR REMOVED FROM THE SITE.
- THE CONTRACTOR SHALL PLACE PERMANENT SEEDING AND EROSION CONTROL BLANKET (JAN STANDARD 530) ON ALL DISTURBED EARTH 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 | SEEDING MIXTURE | LB/Acre |
|--------------|--------------|--|---------|
| 4 | Native Grass | AMORPHOGON GERARDI (BIG BLUE STEM) | 4 |
| | | AMORPHOGON SCOPARIUS (LITTLE BLUE STEM) | 5 |
| | | ROULETTELLA CORTIPENDULA (SIDE-OATS GRAMA) | 1 |
| | | ELTRUIS CHANDRIS (CANADA WILD RYE) | 1 |
| | | Panicum VIRGATUM (SWITCH GRASS) | 2 |
| | | Sorghastrum nutans (INDIAN GRASS) | 25 |
| | | ANNUAL RYEGRASS | 25 |
| | | OATS, SPRING | 15 |
| | | 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 CONFORMANCE OF THE LOW FLOW PAST THE WORK AREA WITHOUT OVERTOPPING. THE LOW FLOW RATE IS ESTIMATED AS 170 CFS. THE CONTRACTOR SHALL SUBMIT PLANS OF THE PROPOSED CAUSEWAY AND OVERTOPPING TO THE ENGINEER FOR APPROVAL PRIOR TO WORK.
- WATER SHALL BE ISOLATED FROM THE IN-STREAM WORK AREA USING A COFFERDAM CONSTRUCTED OF NON-SHORABLE MATERIALS (STEEL SHEETS, INFLATABLE WATER BARRIERS, OR RAFT AND GEOTEXTILE LINER, ETC.). EXISTING COFFERDAMS ARE NOT PERMISSIBLE.
- THE COFFERDAM SHALL BE CONSTRUCTED FROM THE UPLAND AREA AND NO EQUIPMENT MAY ENTER FLOWING WATER AT ANY TIME. IF THE INSTALLATION OF THE COFFERDAM CANNOT BE COMPLETED FROM SHORE AND ACCESS IS NEEDED TO REACH THE AREA TO BE COFFERED, OTHER METHODS, SUCH AS THE CONSTRUCTION OF A CAUSEWAY, WILL BE NECESSARY TO ENSURE THAT EQUIPMENT DOES NOT ENTER THE WATER. ONCE THE COFFERDAM IS IN PLACE, THE CONTRACTOR SHALL SUBMIT PLANS OF THE PROPOSED CAUSEWAY AND OVERTOPPING TO THE ENGINEER FOR APPROVAL PRIOR TO WORK.
- DURING DEWATERING OF THE COFFERED AREA, THE HOSE INTAKE SHALL BE PLACED IN A SHIP FIT (JAN STANDARD 650) AND THE OUTLET DISCHARGED ON A NON-SHORABLE ENERGY DISSIPATING SURFACE. ALL SEDIMENT-LADEN WATER MUST BE FILTERED, POSSIBLE OPTIONS FOR FILTERING ARE: SAND, FINE MESH BAGS, OR OTHER APPROPRIATE METHODS. WATER SHALL HAVE SEDIMENT LEVELS BELOW 100 MG/L. WATER WITH SEDIMENT LEVELS ABOVE 100 MG/L SHALL BE FILTERED TO A SEDIMENT CONCENTRATION VISUALLY IDENTIFIABLE DEGRADATION OF WATER CLARITY. THE EXACT MEANS, METHODS, AND LOCATIONS OF DEWATERING 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-SHORABLE SURFACE. WATER SHALL BE FILTERED TO A SEDIMENT CONCENTRATION VISUALLY IDENTIFIABLE DEGRADATION OF WATER CLARITY. THE EXACT MEANS, METHODS, AND LOCATIONS OF DEWATERING SHALL BE SHALL BE APPROVED BY THE ENGINEER BEFORE COMMENCEMENT OF WORK.
- THE AREA FROM THE TOE TO THE TOP OF THE BANK 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 | | | | | | | | | | | | |

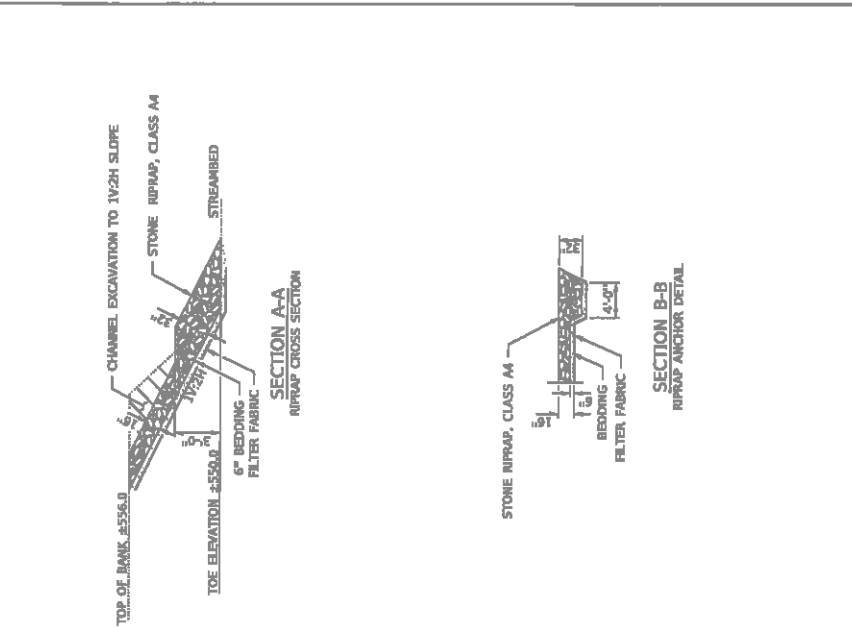
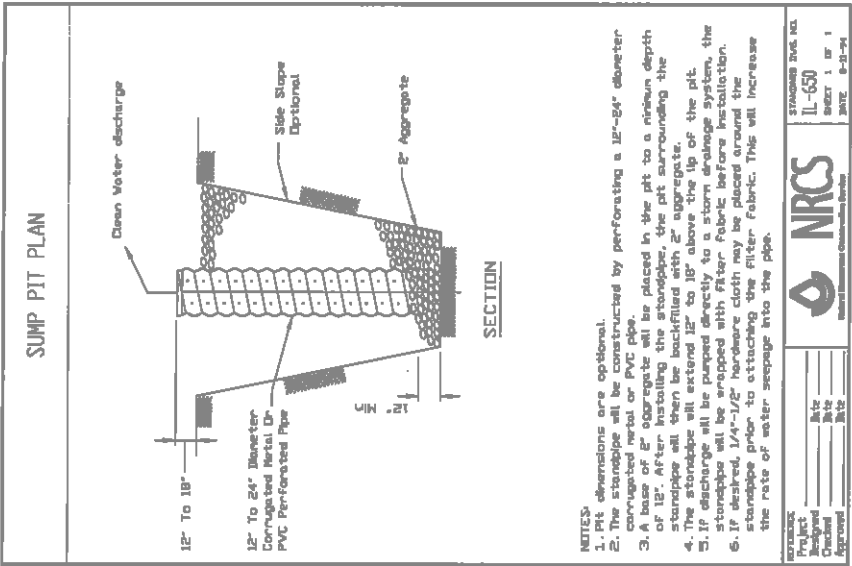
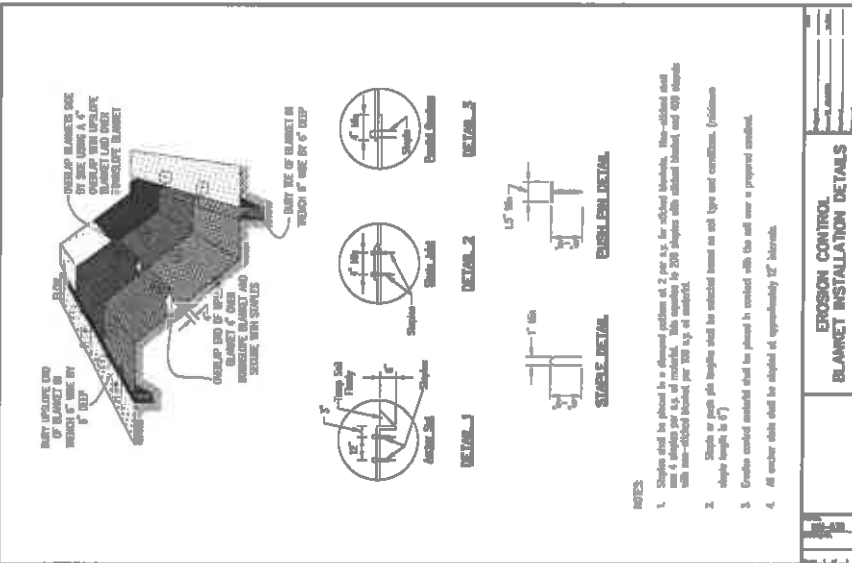
- SEEDING CLASS 4
- IRRIGATION MAY BE NEEDED DURING JUNE AND JULY
- INCREASE SEEDING RATE BY 25% WHEN DORMANT SEEDING
- TEMPORARY EROSION CONTROL SEEDING AND MULCH, METHOD 2
- EROSION CONTROL BLANKET (PERMANENT SEED AREAS ONLY)

KENDALL COUNTY FOREST PRESERVE

EROSION CONTROL NOTES

SCALE: SHEET NO. 3 OF 4 SHEETS STA. TO STA.

| NO. NAME | DATE | BY | REVISION | REVISIONS | | TOTAL SHEET NO. |
|----------|------|----|----------|-----------|----|-----------------|
| | | | | DATE | BY | |
| 1 | | | | | | 3 |



| | | |
|-------------|---------|-------------|
| PROJECT NO. | 11-650 | |
| DATE | 8-21-91 | |
| DESIGNED BY | | |
| CHECKED BY | | |
| APPROVED BY | | |
| DATE | | |
| REVISIONS | | |
| NO. | DATE | DESCRIPTION |
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

| | | |
|-------------|---------|-------------|
| PROJECT NO. | 11-650 | |
| DATE | 8-21-91 | |
| DESIGNED BY | | |
| CHECKED BY | | |
| APPROVED BY | | |
| DATE | | |
| REVISIONS | | |
| NO. | DATE | DESCRIPTION |
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

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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


COMMUNICATIONS SECTION

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 Rauner, Governor
Wayne A. Rosenthal, 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 curinatum*). 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

Ordinance 19-05-003

**Forest Preserve Improvement 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 Improvement Fund for the District; and,

WHEREAS, the Board of Commissioners is resolved to establish a Forest Preserve Improvement Fund for the District, and has identified the Forest Preserve Improvement 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 350/9c 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 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 Improvement 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 Improvement 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 deposited into a separate Forest Preserve Improvement Fund with The Illinois Funds.
4. The 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 7th day of May, 2019.

Approved: _____

Judy Gilmour, President

Attest: _____

Matt Kellogg, Secretary