

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING
AGENDA
THURSDAY, JUNE 29, 2023
4:00 P.M.**

KENDALL COUNTY OFFICE BUILDING – ROOMS 209 AND 210, YORKVILLE IL 60560

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I. Call to Order	
II. Roll Call: Seth Wormley (Chairman), Jason Peterson (Vice-Chair), Brian DeBolt, Matt Kellogg, and Brooke Shanley	
III. Approval of Agenda	1
IV. Public Comments	
V. Motion to Forward Claims to Commission for Approval	2
VI. <u>OLD BUSINESS</u>	
A. Capital Funding YTD Fund Balances - Overview and Discussion	9
B. Kendall County Intergovernmental Agreement – ARPA Funding Allocation Amendment	17
C. Capital Infrastructure and Equipment Replacements Schedule - Kubota RTV Quotes Received	33
VII. <u>NEW BUSINESS</u>	
A. Pickerill-Pigott Estate House – Construction Updates	
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III. Occupancy Permit Status	
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III. <u>OTHER ITEMS OF BUSINESS</u>	
A. Capital Projects Status Reports:	
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IV. Public Comments	
V. Executive Session	
VI. Adjournment	

Claims Listing

6/28/2023 9:50:53 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	2047	COMED	9361548011063023	ComEd Ellis House	19001161 62270	Utilities	\$349.73
						Sub-Total	\$349.73
	1323	MENARDS	74498	Ellis-handles, pest control	19001161 68580	Grounds and Maintenance	\$72.97
	1323	MENARDS	74588	Ellis-dustpan, toilet brush, cleaner, wheel parts	19001161 68580	Grounds and Maintenance	\$103.43
	1323	MENARDS	74638	Ellis-Poily tray	19001161 68580	Grounds and Maintenance	\$46.98
					Sub-Total	\$223.38	
Ellis Grounds					Ellis Barn	Total	\$573.11
Ellis Grounds	1323	MENARDS	74253	Ellis-Aerator, pruner, batteries, trap	19001162 68580	Grounds and Maintenance	\$108.31
						Sub-Total	\$108.31
					Ellis Grounds	Total	\$108.31
	51	SYNCB/AMAZON	19P7-K9W1-1JWY	Ellis Stapler	19001160 62000	Office Supplies	\$30.43
						Sub-Total	\$30.43

Ellis House	124	BARRETT'S ECOWATER	0010381063023	Ellis Water Service	19001160	68580	Grounds and Maintenance	\$45.94
	1323	MENARDS	73979	Trash bags, putty knife, mold spray, spackle	19001160	68580	Grounds and Maintenance	\$97.24
							Sub-Total	\$143.18
Ellis Riding Lessons							Total	\$173.61
	51	SYNCB/AMAZON	1CXH-W9ML- DTF4	Horse Feed	19001164	63000	Animal Care & Supplies	\$54.95
							Sub-Total	\$54.95
Environ. Educ. Laws of Nature	2057	MATTHEW CAVINESS	12023255	Ellis Horse Shoe and Trim	19001164	63020	Vet & Farrier	\$450.00
							Sub-Total	\$450.00
							Total	\$504.95
Environmental Education Camps	1871	JESSICA VOSBURGH	June 23 Reimburse	Reimburse-Camp and Animal Supplies	19001180	63030	Program Supplies	\$11.98
							Sub-Total	\$11.98
							Total	\$11.98
Environmental Education Camps	51	SYNCB/AMAZON	14WM-NGQC- 4HP9	Summer Camp Supplies	19001177	63030	Program Supplies	\$121.62
	1871	JESSICA VOSBURGH	June 23 Reimburse	Reimburse-Camp and Animal Supplies	19001177	63030	Program Supplies	\$11.97
							Sub-Total	\$133.59

Environmental Education Camps													
4366	JILL DIAZ	Animal Camp Refund	Animal Camp Refund	19001177	63040	Security Deposit Refund							\$305.00
4378	MELINDA SELEY	Camp Refund	Anywhere Artist Camp Refund	19001177	63040	Security Deposit Refund							\$125.00
4379	TRACIE ROGGENKAMP	Camp Refund	Summer Camp Refunds	19001177	63040	Security Deposit Refund							\$305.00
						Sub-Total							\$735.00
						Total	Environmental Education Camps						\$868.59
51	SYNCB/AMAZON	1FNH-6VYG-CLKJ	Amazon-plastic utensils, plates	190011	62000	Office Supplies							\$22.87
1020	ILLINOIS STATE POLICE SERVICES FUND	20230505718	Background Checks May 2023	190011	62000	Office Supplies							\$20.00
1323	MENARDS	74605	Supplies for Ed Program	190011	62000	Office Supplies							\$147.47
						Sub-Total							\$190.34
4375	DAYS MART SOFTWARE	22-23 Subscription	Software Support Subscription	190011	62150	Contractual Services							\$1,815.00
						Sub-Total							\$1,815.00
67	AMEREN ILLINOIS	2786444006063023	Millbrook S Electric	190011	63510	Electric							\$28.48
2047	COMED	1123166102063023	ComEd Jay Woods	190011	63510	Electric							\$23.13
2047	COMED	9361578000063023	ComEd Baker Woods	190011	63510	Electric							\$19.17
						Sub-Total							\$70.78
Forest Preserve Director													

**Forest Preserve
Director**

236	CENTRAL LIMESTONE CO INC	33706	Pickerill-Gravel, stone	190711	68500	Project Fund Expenses	\$98.65
542	FIRST PLACE RENTAL	340770-1	Cement Mixer-Hoover Playspace	190011	68500	Project Fund Expenses	\$80.94
695	GROUND EFFECTS INC	484622 617 626 640	Pickerill Landscaping Materials	190711	68500	Project Fund Expenses	\$405.03
1293	MARTENSON TURF PRODUCTS, INC	90494	Pickerill Landscape Materials	190711	68500	Project Fund Expenses	\$2,146.00
1323	MENARDS	73139	Pickerill Soaker Hose	190711	68500	Project Fund Expenses	\$35.98
1323	MENARDS	73698	Rodent Guard, coupler, grate	190011	68500	Project Fund Expenses	\$28.95
1323	MENARDS	73936	Pickerill-strainer, paint thinner, hose repair	190711	68500	Project Fund Expenses	\$51.44
1323	MENARDS	74257	Pickerill-edging, spike	190711	68500	Project Fund Expenses	\$90.33
1323	MENARDS	74560	Pickerill-Eye Bolt, Watering Can	190711	68500	Project Fund Expenses	\$10.84
1823	ULINE	164717115	Pickerill-Trash cans, mats, liners	190711	68500	Project Fund Expenses	\$1,777.35
1934	WINDING CREEK NURSERY, INC	1018	Pickerill Landscape Materials	190711	68500	Project Fund Expenses	\$619.00
3162	PIZZO NATIVE PLANT NURSERY	SI-20882	Pickerill-Landscape Materials	190711	68500	Project Fund Expenses	\$1,349.90
3292	SUMMERS HEATING & COOLING	323123	Ellis Water Heater Installation	190711	68500	Project Fund Expenses	\$1,494.00
3816	PAUL CHRISTENSEN	Garden Reimburse	Cedar Wood For Hoover Garden	190011	68500	Project Fund Expenses	\$199.80
4323	FOUR SEASONS LANDSCAPING PLUS	9231A	Pickerill Landscaping Materials	190711	68500	Project Fund Expenses	\$3,610.32
4369	MIDWEST GROUNDCOVERS	802815	Pickerill-Landscape Materials	190711	68500	Project Fund Expenses	\$201.25
4369	MIDWEST GROUNDCOVERS	815500	Pickerill-Landscape Materials	190711	68500	Project Fund Expenses	\$169.10

Forest Preserve Director	4370	BEARS PI DAYGROUNDS	Web Post	Spider Web Post-Play space	190011	68500	Project Fund Expenses	\$105.54
	4371	ENVIRO SIGNS	INV-2276	Hoover interpretive Signs	190711	68500	Project Fund Expenses	\$1,331.80
	4380	AZTECH LANDSCAPING & BRICK PAVING	KENDA-23227	Paver Repairs-Pickerill	190711	68500	Project Fund Expenses	\$1,231.00
							Sub-Total	\$15,037.22
	1323	MENARDS	72516	Menards-Cedar Rail. line post	191411	68530	Preserve Improvements	\$81.65
	1323	MENARDS	74037	Menards-pothole patch, deck wash. mineral spirits	191411	68530	Preserve Improvements	\$75.79
							Sub-Total	\$157.44
	2841	KULLY SUPPLY	615344	Metering Handle-Hobbit Tunnel	190011	68540	Contributions	\$109.46
							Sub-Total	\$109.46
	4323	FOUR SEASONS LANDSCAPING PLUS	9231A	Pickerill Landscaping Materials	191311	70330	Construction	\$19,796.68
						Sub-Total	\$19,796.68	
1199	KLUBER, INC.	8497	Pickerill House Conversion	191311	70650	Professional Services (A&E)	\$1,795.90	
						Sub-Total	\$1,795.90	
						Forest Preserve Director	Total	\$38,972.82
90	ATLAS BOBCAT	55788063023	Bobcat Repairs	19001183	62160	Equipment	\$2,892.61	

Grounds and Natural Resources	3869	MCCULLOUGH IMPLEMENT COMPANY	KENDA00806302 3	Kubota Repairs	19001183 62160	Equipment	\$1,566.23
						Sub-Total	\$4,458.84
	1655	SERVICE SANITATION, INC	50-493234063023	Portable Restroom Services	19001183 63070	Refuse Pickup	\$345.80
						Sub-Total	\$345.80
	1452	NICOR	85662610121063 023	Nicor Millbrook S	19001183 63090	Natural Gas	\$169.17
	1452	NICOR	87946110001063 023	Nicor Harris	19001183 63090	Natural Gas	\$103.89
						Sub-Total	\$273.06
					Grounds and Natural Resources	Total	\$5,077.70
Hoover	4367	BETTY MANN	23-00164	MHL Sec Dep Return	19001171 63040	Security Deposit Refund	\$157.50
	4368	CHEYENNE BROUCEK	23-00201	KF Sec Dep Return	19001171 63040	Security Deposit Refund	\$100.00
	4376	RENATO CORONA	Firewood Refund	Cancelled-Firewood refund, keeping reserv fees	19001171 63040	Security Deposit Refund	\$25.00
						Sub-Total	\$282.50
	1452	NICOR	22827083027063 023	Nicor Hoover Shop	19001171 63090	Natural Gas	\$55.38
	1452	NICOR	23336698297063 023	Nicor Rookery	19001171 63090	Natural Gas	\$62.90
	1452	NICOR	24614203628063 023	Nicor Blazing Star	19001171 63090	Natural Gas	\$57.10

Hoover	1452	NICOR	28235299733063 023	Nicor Moonseed	19001171 63090	Natural Gas	\$61.96
	1452	NICOR	30831034894063 023	Nicor Kingfisher	19001171 63090	Natural Gas	\$60.08
	1452	NICOR	50980197128063 023	Nicor Meadowhawk	19001171 63090	Natural Gas	\$66.32
	1452	NICOR	72389374124063 023	Nicor Hoover Residence	19001171 63090	Natural Gas	\$33.55
	1452	NICOR	88551401149063 023	Nicor Hoover Maintenance	19001171 63090	Natural Gas	\$54.38
						Sub-Total	\$451.67
					Hoover	Total	\$734.17
						Grand Total	\$47,025.24

Kendall County Forest Preserve District
 Forest Preserve District American Rescue Plan Act (ARPA) Fund
1. Proposed FY23-FY24 Amended Budget Exhibit - FUND 1914
2. Available Capital Funding Analysis and Summary
 Draft for KCFPD Finance Committee Discussion
 29-Jun-23

ACCOUNT & DESCRIPTION

				BUDGET 2023	ACTUAL YTD as of 05/31/2023	FY23 PROJECTED 11/30/23	PRELIM. BUDGET 2024
Beginning Balance				\$ 47,802.00	\$ 47,802.00	\$ 47,802.00	\$ 7,074.00
REVENUE							
	191411		40390 ARPA Grant Award	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,000.00
	191411		41350 Interest Income				
Total Revenue				\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,000.00
EXPENDITURE							
	191411		51160 Salaries - Part Time	\$ 20,160.00	\$ 4,179.00	\$ 20,160.00	\$ 23,296.00
	191411		51390 Salaries - Full Time	\$ 36,474.00	\$ 17,115.00	\$ 36,474.00	\$ 38,662.44
	191411		61160 IMRF Expense	\$ 2,145.00	\$ 694.00	\$ 2,145.00	\$ 4,646.88
	191411		63050 FICA Expense	\$ 4,333.00	\$ 1,090.00	\$ 4,333.00	\$ 4,739.82
	191411		63060 Health Insurance Expense	\$ 12,432.00	\$ 6,840.00	\$ 12,432.00	\$ 14,296.80
	191411		68530 Preserve Improvements	\$ 65,184.00	\$ 6,846.00	\$ 65,184.00	\$ 21,432.06
	191411		62160 Equipment				
	191411		70330 Construction				
Total Expenditures				\$ 140,728.00	\$ 36,764.00	\$ 140,728.00	\$ 107,074.00
Ending Balance				\$ 7,074.00	\$ 11,038.00	\$ 7,074.00	\$ -
Revenue over/(under) Expenditure				\$ (40,728.00)	\$ (36,764.00)	\$ (40,728.00)	\$ (7,074.00)

Capital Projects Funding Available - Fund 1914

FY23	\$ 58,338.00
FY24	\$ 21,432.06
FY24 Salary Shift to 1900 (TBD)	\$ 26,825.34

Notes

Per Finance Committee direction for FY24 Budget

FY23-24 Capital Projects Funding Range	\$79,770.00 to \$106,595.00
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Fund TBD - Fund 1907 KCFPD Capital Fund Recommended

Wesley Hughes Remainder Estate Receivable	\$ 155,000.00
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Per Finance Committee direction for FY24 Budget
 Anticipated disbursement in December 2023

Capital Projects Funding Available - Fund 1907

Fund 1907 Fund Balance 05/31/2023	\$ 246,797.00
Fund 1907 Equip. Repl. Contingency	\$ (165,373.00)
Fund 1907 Expenses 061523F	\$ (23,688.00)
Fund 1907 Expenses 063023F	\$ (14,622.29)
Remaining Pickerill Estate House Remaining Expense Proj.	\$ (8,506.00)
Hey and Associates - Remaining Contract	\$ (9,500.00)
Barry Niles - Remaining Contract	\$ (950.00)

Balance as of 05/31/2023

Little Rock Creek Dam Removal
 Ellis window replacements

Fund 1907 Unobligated Fund Balance	\$ 24,157.71
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KCFPD FUNDS - CAPITAL FUNDING BALANCES ANALYSIS SUMMARY AS OF 06-29-2023

KCFPD Capital Funds Remaining - All Sources	\$ 285,753.00	Fund 1914 + Hughes Remainder Estate + Fund 1907 (Unobligated)
Operating Fund 1900 Balance Reserves	\$ 200,000.00	Operating Fund balance available per policy
Insurance and Liability Fund 1911 Balance Reserve	\$ 46,300.00	For payment of insurance deductibles
Rolling Grant Fund 1914 Fund Balance	\$ 828,200.00	Subat Nature Center; Little Rock Creek Dam Removal; Hoover-FRB Trail Connection
Land-Cash Fund 1910 Balances (KCFPD + KC)	\$ 217,247.00	For land purchases and related expenses only

CAPITAL PROJECT PRIORITIES

Jay Woods Forest Preserve		
Well Pump Replacement	\$	6,000.00
Hoover Forest Preserve		
Old Shop Roof and Exterior	\$	50,000.00
Pump House	\$	50,000.00
Pool House - End Use Disc.		
Harris Forest Preserve		
Parking Lot Sealcoat	\$	8,000.00
Corn Crib Roof and Exterior	\$	20,000.00
Ellis House Roof	\$	54,500.00
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Total for All	\$	188,500.00

EQUIPMENT REPLACEMENTS

Kubota UTV (Hoover)	\$	21,000.00
F250 (Replacement for F350 Ellis)	\$	45,000.00
F450 1-Ton Dump	\$	75,000.00
Hoover F250	\$	45,000.00
Harris F250	\$	45,000.00
Harris F150 (closing/opening truck)	\$	35,000.00
Bobcat	\$	40,000.00
Kubota UTV (Ellis)	\$	21,000.00
Zero Turn Mowers X 2	\$	30,000.00
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Total for All	\$	357,000.00

SUMMARY

Total Capital Project Costs	\$	545,500.00
Equipment Contingency	\$	(165,373.00)
Capital Funds Balance	\$	(285,753.00)
Operating Surplus Available	\$	(200,000.00)
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Additional Funding Needed	\$	(105,626.00)

District Vehicle, Equip. - Bldg. - Grnds. Replacement Contingency	\$ 150,000
2011 White Ford F350 Super Duty Truck	\$ 35,000
2008 White Ford F350 Super Duty Truck (1-ton dump)	\$ 69,000
2008 White Ford F250 Super Duty Truck	\$ 30,000
2009 White Ford F250 Super Duty Truck	\$ 30,000
2009 Bobcat Skid Steer Loader	\$ 30,000
2013 Kubota RTV900	\$ 15,000
2015 Kubota RTVX 1100 C Utility Vehicle	\$ 15,000
Zero-Turn Mower Replacements X 2	\$ 30,000
Total Cost for Vehicle Replacements	\$ 254,000

Estimated Funding Required \$ (104,000)

District Capital Infrastructure Replacement Contingency (Hoover)	\$ 15,000
Asphalt Road/Trail Maintenance	\$ 40,000
Sewer Line Clearing and Repairs	\$ 20,000
Pedestrian Bridge Repairs	\$ 5,000
Pavilion Creek Culvert Replacement	\$ 30,000
Lift Station Pump Repairs / Replacement	\$ 25,000
Trail Improvements Project Contingency	\$ 20,000
Water Service Line Repairs Contingency	\$ 10,000
Well House Repairs Contingency	\$ 5,000
Bunkhouse Crawl Space Ventilation Improvements (3)	\$ 24,000
Shelter Roof Replacements (2)	\$ 9,000
Meadowhawk Lodge Flooring Repair	\$ 7,000
Old Shop Roof Replacement	\$ 15,000
Total Cost for Capital Infrastructure Replacement	\$ 210,000

Estimated Funding Required \$ (195,000)

**KCFP Endowment Fund
Fund 1904
For Period Ended 5/31/2023**

6 Month Budget % = 50.0%

ACCOUNT & DESCRIPTION	Budget 2023	Actual YTD	% of Budget
Beginning Balance	\$ 872,618	\$ 872,618	
REVENUE			
190411 41350 Interest Income	6,700	16,129	240.7%
190411 42970 Grant Award	600,000	0	0.0%
Total Revenue	606,700	16,129	2.7%
EXPENDITURE			
190411 62150 Contractual Services	145,800	0	0.0%
190411 70330 Construction	1,268,500	0	0.0%
Total Expenditure	1,414,300	0	0.0%
Ending Balance	<u>\$ 65,018</u>	<u>\$ 888,747</u>	
Revenue over/(under) Expenditure	<u>\$ (807,600)</u>		

**Forest Preserve Capital Fund
Fund 1907
For Period Ended 5/31/2023**

6 Month Budget % = **50.0%**

ACCOUNT & DESCRIPTION	Budget 2023	Actual YTD	% of Budget
Beginning Balance	\$ 84,186	\$ 84,186	
REVENUE			
190711 40370 Transfer In from OSLAD Fund #1905	230,377	0	
190711 41350 Interest Income		1,288	
190711 42490 Other Revenue		9,643	
Total Revenue	230,377	10,931	4.7%
EXPENDITURE			
190711 62160 Equipment Replacement	165,373	0	0.0%
190711 66500 Project Fund Expense	32,006	3,271	10.2%
190711 68500 Project Fund Expenses	60,651	71,802	118.4%
190711 68610 Project Fund Expense - Morton Arboretum Landscape	18,184	3,623	19.9%
Total Expenditure	276,214	78,697	28.5%
Ending Balance	\$ 38,349	\$ 16,420	
Revenue over/(under) Expenditure	\$ (45,837)		

FP Land Cash

Fund 1910

For Period Ended 5/31/2023

6 Month Budget % = 50.0%

<u>ACCOUNT & DESCRIPTION</u>	Budget 2023	Actual YTD	% of Budget
Beginning Balance	\$ 140,669	\$ 140,669	
REVENUE			
191011 42910 Transfer In From Land Cash	66,959		
Total Revenue	66,959	0	0.0%
EXPENDITURE			
191011 67410 Land Acquisition	207,627	4,964	2.4%
Total Expenditure	207,627	4,964	2.4%
Ending Balance	<u>\$ 1</u>	<u>\$ 135,705</u>	
Revenue over/(under) Expenditure	<u>\$ (140,668)</u>		

**Forest Preserve District Pickerill-Piggott IDNR-PARC Grant Fund
Fund 1913**

For Period Ended 5/31/2023

ACCOUNT & DESCRIPTION	6 Month Budget % = 50.0%		
Budget 2023	Actual YTD	% of Budget	Budget
Beginning Balance	\$ 1,040,348	\$ 1,040,348	
REVENUE			
191311 40390 ARPA Grant Award	100,000		
191311 41350 Interest Income	200		0.0%
191311 42250 Revenue		3,039	
191311 42970 Grant Award	828,200	(368,999)	
Total Revenue	928,400	(365,960)	-39.4%
EXPENDITURE			
191311 70330 Construction	684,583	346,890	50.7%
191311 70650 Professional Services	11,384	6,504	57.1%
Total Expenditure	695,967	353,394	50.8%
Ending Balance	\$ 1,272,781	\$ 320,994	
Revenue over/(under) Expenditure	\$ 232,433		

**Forest Preserve District American Rescue Plan Act (ARPA) Fund
Fund 1914
For Period Ended 5/31/2023**

6 Month Budget % = 50.0%

ACCOUNT & DESCRIPTION	Budget 2023	Actual YTD	% of Budget
Beginning Balance	\$ 47,802	\$ 47,802	
REVENUE			
191411 40390 ARPA Grant Award	100,000	0	0.0%
191411 41350 Interest Income			
Total Revenue	100,000	0	0.0%
EXPENDITURE			
191411 51160 Salaries - Part Time	20,160	4,179	20.7%
191411 51390 Salaries - Full Time	36,474	17,115	46.9%
191411 61160 IMRF Expense	2,145	694	32.3%
191411 63050 FICA Expense	4,333	1,090	25.1%
191411 63060 Health Insurance Expense	12,432	6,840	55.0%
191411 68530 Preserve Improvements	65,184	6,846	10.5%
191411 70330 Construction			
Total Expenditure	140,728	36,764	26.1%
Ending Balance	\$ 7,074	\$ 11,038	
Revenue over/(under) Expenditure	\$ (40,728)		

America Rescue Plan Act
Project Application Internal

Please fill out Items 1-6 only

- 1. Date: September 14, 2021
- 2. Applicant Name: David Guritz, Executive Director
- 3. Department: Kendall County Forest Preserve District

4. Amount Requested: \$330,000.00 per IGA

Fiscal Year	Amount
FY21	\$ 30,000
FY22	\$ 100,000
FY23	\$ 100,000
FY24	\$ 100,000
Total	\$ 330,000

5. Explain how COVID-19 has impacted your Department/Office/Operation, including dates of impact:

The District experienced an Operating Fund (Fund 1900) revenue loss from Fees, Fines and Charges between FY19 and FY20. In the District’s 5-year audit report, program revenues decreased from \$358,281 in FY19 to \$250,362 in FY20, a loss of \$107,919.

Source: *Mack and Associates FY20 Audit – Page 38*

This loss impacted the District’s ability to replace vacant grounds maintenance positions, resulting in an overall reduction in grounds maintenance staff support in FY21 in order to balance the District’s Operating Fund in accordance with the District’s Fund Balance Policy.

Overall fund balance loss was (\$146,957) in FY20 resulting from increased expenditures to maintain District properties, programs and public services within COVID-19 shelter-at-home, social distancing, and group size limitation requirements.

This loss prompted budget cuts in FY21. FY21 budget cuts has impacted the District’s ability to satisfactorily maintain District preserves during a time where both resident and non-resident visitation has increased within all preserve areas and as demand for public at-leisure outdoor recreation opportunities increased.

As a result, American Rescue Plan Act funds are needed to address preserve maintenance priorities to address infrastructure impacts from public use and preserve maintenance and public safety issues as identified in the District’s five-year plan.

Finance/County Board Approval
Date:

Accounting Processed
Date:

America Rescue Plan Act Project Application Internal

6. In sufficient detail please provide how and what the funds would be used for and attach supporting documentation (if applicable):

ARPA funds will be used to fund a single full time Grounds Maintenance Worker position beginning in FY21 through FY24, and three 480-hour seasonal positions FY22 through FY24.

Remaining funds will be used to address identified capital projects priorities. The District has completed a trail condition survey for the multi-use asphalt trails at Hoover Forest Preserve. The initial contractor estimate received for repair of the Hoover Forest Preserve multi-use trails is \$59,540.00.

KCFPD ARPA Funding Allocations - FY21 through FY24					
	FY21 (2-Months)	FY22	FY23	FY24	Totals
ARPA Funding	\$30,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$330,000.00
Base Salary	\$5,433.33	\$33,904.00	\$35,260.00	\$36,670.00	\$111,267.33
IMRF	\$378.67	\$2,712.32	\$2,820.80	\$2,933.60	\$8,845.39
FICA/SS	\$415.67	\$2,593.66	\$2,697.39	\$2,805.26	\$8,511.97
Medical	\$3,750.33	\$25,877.30	\$29,758.90	\$34,222.73	\$93,609.26
Dental	\$150.63	\$994.18	\$1,093.60	\$1,202.96	\$3,441.37
Life	\$3.50	\$21.00	\$21.00	\$21.00	\$66.50
Total FT Salary Costs	\$10,132.13	\$66,102.46	\$71,651.68	\$77,855.54	\$225,741.81
Total PT (Seasonal) Salary Costs	\$0.00	\$17,280.00	\$18,720.00	\$20,160.00	\$56,160.00
Funds Remaining for Maintenance Priorities	\$19,867.87	\$16,617.54	\$9,628.32	\$1,984.46	\$48,098.19

ARPA Question 2.18 of the FAQs, the Treasury confirmed recipients can use Recovery Funds for the following purposes for outdoor spaces/parks: (1) to improve spaces in areas that have been disproportionately impacted by the pandemic; and (2) maintenance and upkeep issues because of the increased use parks saw during the pandemic.

Ultimately, final allocation of ARPA funding is subject to Commission review and approval as part of the District’s budget approval process.

Finance/County Board Approval
Date:

Accounting Processed
Date:

America Rescue Plan Act Project Application Internal

For Administration and Treasurer Use Only

Project Category	
Project Number	
Project Name	
Org/Object	
Accounting Treatment	
Transfer To/From Org/Object	
Task	
Expenditure/Obligations:	
Current Obligations	
Cumulative Obligations	
Current Expenditures	
Cumulative Expenditures	
Status	

Finance/County Board Approval
Date:

Accounting Processed
Date:

16AM 21-23

**INTERGOVERNMENTAL AGREEMENT FOR DISBURSEMENT OF AMERICAN
RESCUE PLAN ACT FUNDS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "IGA") is made and entered into on this 7 day of September, 2021 by and between the County of Kendall, Illinois ("County") and the Kendall County Forest Preserve District ("District"). For purposes of this IGA, the County and the District shall hereinafter collectively be referred to as "the Parties".

RECITALS

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provide that units of local government may contract or otherwise associate among themselves to obtain or share services; to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the County and the District are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, earlier this year, the United States Department of Treasury ("Treasury") launched the Coronavirus State and Local Fiscal Recovery Funds ("Recovery Funds"), which was established by the American Rescue Plan Act of 2021 ("ARPA"), to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the Treasury determined the County is an eligible local government that will be receiving approximately twenty-five million dollars (\$25,000,000) in Recovery Funds from the

United States Government in two tranches, with 50% provided beginning in May 2021 and the balance delivered approximately 12 months later; and

WHEREAS, the Treasury issued guidelines identifying the authorized use of Recovery Funds allocated to local governments under the ARPA (hereinafter referred to as the “Interim Final Rules”) and issued Frequently Asked Questions (“FAQs”) clarifying the Interim Final Rules; and

WHEREAS, pursuant to the Interim Final Rules, the County can use its allocated Recovery Funds for any one or more of the following authorized uses: (1) to respond to the public health emergency created by the COVID-19 pandemic (“pandemic”) or the pandemic’s negative economic impacts; (2) to provide premium pay to eligible workers performing essential work during the public health emergency; (3) to provide government services to the extent of the reduction in revenue due to the public health emergency; and (4) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, within the eligible use categories outlined above, the Interim Rule provides the County with flexibility to determine how best to use payments from the Recovery Funds to meet the needs of the County’s communities and population; and

WHEREAS, in response to Question 2.18 of the FAQs, the Treasury confirmed recipients can use Recovery Funds for the following purposes for outdoor spaces/parks: (1) to improve spaces in areas that have been disproportionately impacted by the pandemic; and (2) maintenance and upkeep issues because of the increased use parks saw during the pandemic.

WHEREAS, the District has been able to establish that its facilities and open spaces have seen increased use during the pandemic, which has resulted in increased maintenance and upkeep issues for the District; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, finds that providing a portion of its Recovery Funds to District pursuant to the terms of this IGA would address the District's increased maintenance and upkeep issues and also responds to the negative economic impact faced by the District as a result of the pandemic.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals

The recitals set forth above are incorporated in this IGA by reference and made a part of this IGA.

2. County's Obligations

In consideration for the District's execution of this IGA, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this IGA, the County agrees to disburse a portion of its Recovery Funds to the District to assist the District with its increased maintenance and upkeep needs as a result of increased use of District preserves during the pandemic. Said amounts actually disbursed to the District shall hereinafter be referred to as "Grant funds".
- b. The disbursement of Grant funds to the District will be pursuant to the following schedule:
 - i. The County will disburse Grant funds in an amount not to exceed thirty thousand dollars (\$30,000.00) to be used by the District in Fiscal Year 2021 (December 1, 2020 to November 30, 2021). The County will disburse this

\$30,000 amount to the District as soon as possible but no later than November 30, 2021.

ii. The County will disburse Grant funds in an amount not to exceed three hundred thousand dollars (\$300,000.00) in total at various times during the District's Fiscal Years 2022 through 2024 (i.e., from December 1, 2021 to November 30, 2024). The parties understand and agree that the County will disburse these funds to the District, as needed by the District, during the relevant time period.

b. The total amount of Grant funds to be disbursed to the District during the term of this IGA shall not exceed a total of three hundred thirty thousand dollars (\$330,000.00).

3. District's Obligations

a. The District understands and agrees to use the Grant funds only for the following purpose: to address the District's increased maintenance and upkeep needs caused by increased use of its property during the pandemic. In accordance with ARPA, the District may only use the Grant funds to cover such costs incurred by the District from March 3, 2021 through December 31, 2024. The District must return any Grant funds not obligated by December 31, 2024, and any Grant funds not expended to cover those obligations by December 31, 2026.

b. If the District uses the Grant funds for any purpose other than those set forth in Paragraph 3(a) above (hereinafter referred to as an "Improper Purpose"), the District shall immediately reimburse the County the full amount of Grant funds received from the County.

- c. The District agrees to comply with the ARPA, the Interim Final Rule, and all interpretive guidance issued by the Treasury regarding Recovery Funds. The District also agrees to comply with all applicable requirements set forth in 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, and executive orders.
- d. The District shall maintain all original records relating to its use of the Grant funds for a period of at least ten (10) years after the Grant funds are spent or the period of time required by other state or federal law, whichever is longer. The District agrees to comply with all recordkeeping requirements set forth in the Local Records Act.
- e. As a recipient of some of the County's Recovery Funds, the District understands and agrees that it must take any and all steps necessary to assist the County with the County's reporting requirements on the use of the District's Grant funds. Such steps will include, but are not limited to the following:
 - i. Every quarter, the District shall file a written report with the County that includes the following information: (a) the amount of Grant funds spent by the District that quarter; (b) sufficient detail describing how the Grant funds were used by the District during that quarter; and (c) include supporting documentation evidencing how the Grant funds were used by the District. The District agrees to provide any additional information requested by the County in this quarterly report as the County sees fit.

- ii. At any other time, the County, its auditor or legal counsel may request the District provide additional information and records relating to the District's use of the Grant funds. The District agrees to comply with such a request within ten (10) business days of receiving such a request and to otherwise work collaboratively with the County in order to ensure compliance with ARPA.
- f. The District agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the work performed using Grant funds shall be subject to the Illinois Prevailing Wage Act, and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using Grant funds. In the event the District fails to comply with the notice requirements set forth in the Prevailing Wage Act, the District shall be solely responsible for any and all penalties, fines and liabilities incurred for the District's, contractors' and/or subcontractors' violations of the Prevailing Wage Act.
- g. If the District uses Grant funds to pay a contractor or subcontractor to perform work for the District, the District must ensure that such contracts include provisions incorporating all of the following:
 - i. The contractor/subcontractor agrees to comply with all applicable provisions of the ARPA, the Interim Final Rule, 2 C.F.R. 200 et seq. and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.

- ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*
- iii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
- iv. The Illinois Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
- v. The Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- vi. The District shall ensure that the District and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, the District shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- vii. In any project using Grant funds, the District shall comply with all competitive bidding and selection requirements pursuant to applicable state and federal laws. The District shall obtain certifications from all contractors and subcontractors who perform work on such projects, which certify the

contractors and subcontractors are not barred from performing the work as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

- h. The District agrees that the maintenance of any work constructed in whole or in part with Grant funds shall be the sole responsibility of the District, and the District alone. Further, the District shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this IGA shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.

4. Assignment

This IGA and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this IGA shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this IGA, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

5. Non-appropriation

The sole source of the Grant funds shall be from the County's received Recovery Funds. The County shall not be obligated to fund the Grant funds from any other source. If the County does not receive sufficient Recovery Funds to satisfy all or part of the County's obligations under this IGA, the County's obligation to provide the Grant funds to the District shall be suspended unless and until such Recovery Funds are received by the County. Also, the District understands and agrees the County's disbursement of Grant funds to the District, as set forth in this IGA, is

contingent on the Kendall County Board's appropriation and disbursement of those funds. The District understands and agrees that the sole and exclusive decision as to whether or not to disburse Recovery Funds to the District lies within the discretion of the Kendall County Board.

6. Remedies

- a. The County, by disbursing Grant funds to the District, does not guarantee to the District that the District's intended use of the funds complies with the requirements of ARPA. By signing this IGA, the District affirms that its use of the Grant funds qualifies for funding under ARPA. The County reserves the right to demand immediate repayment from the District of any Grant funds the County determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA or Treasury guidelines associated with disbursement of funds under ARPA.
- b. If the District's records are needed to justify an expense to the Treasury or any other office, official, or department which is responsible for auditing disbursements of ARPA funds, failure by the District to provide these records, for any reason including the prior destruction of these records, shall constitute a material breach of this IGA. The sole and exclusive remedy for such a material breach is that the District shall be responsible for repayment of any funds the Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, the District agrees to indemnify the County or make the County whole for any penalty assessed against the County based upon the District's failure to retain or provide records.

- c. Any other breach of this IGA may, at the sole discretion of the County, result in immediate termination of the IGA and/or further disbursement of Recovery Funds to the District.

7. Indemnity

The parties agree that where the County relied upon the certification of the District that such expenses for which the District sought Recovery funds met the minimum requirements of ARPA, and where the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that the use of such funds was not permitted under ARPA, the District agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to the County.

The District further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the United States Government seeking to recoup the expended Grant funds including interest and/or any other penalty provided by law.

The District agrees to hold County harmless for any evaluation or advice which the County provided to the District as to whether the District's use of the funds is a permissible use under ARPA.

8. Notice

All notices required or permitted in this IGA shall be in writing and shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via email with electronic confirmation of receipt.

If to the County: Kendall County Administrator
 111 W. Fox Street

Yorkville, Illinois 60560
skoepfel@co.kendall.il.us

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois 60560

If to the Grantee: Executive Director
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560
dguritz@co.kendall.il.us

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

9. Venue and Severability

This IGA shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this IGA shall be brought in the Circuit Court of Kendall County, Illinois.

In case any provision of this IGA shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this IGA, and in either case the validity, legality, and enforceability of the remaining provisions of this IGA shall not in any way be affected or impaired thereby.

10. Execution of IGA

This IGA may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same IGA.

11. Entire Agreement

This IGA represents the entire agreement between the parties regarding this subject matter, and there are no other promises or conditions in any other agreement whether oral or written.

Except as expressly stated herein, this IGA supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

12. Relationship of the Parties

Nothing contained in this IGA, nor any act of the County or the District pursuant to this IGA, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and the District. The District understands and agrees that the District is solely responsible for paying all wages, benefits and any other compensation due and owing to the District's officers, employees, and agents for the performance of any services as set forth in the IGA.

13. Termination

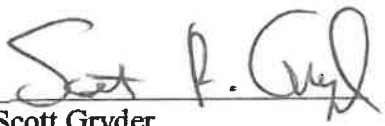
This IGA shall be in full force and effect upon signature by both parties and will terminate once the District has spent all the Grant funds it has received from the County. However, the District's record-keeping obligation and its duty to defend and indemnify shall survive the term of this IGA.


14. Authority

The County and the District each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this IGA, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this IGA.

IN WITNESS WHEREOF, the parties hereto have executed this IGA, using duplicate counterparts, on the dates listed below.


KENDALL COUNTY, ILLINOIS



Scott Gryder
Chairman, Kendall County Board

Attest: 
Debbie Gillette
Kendall County Clerk

Date: 9/7/21

KENDALL COUNTY FOREST PRESERVE DISTRICT


Judy Gilmour
President, Kendall County Forest Preserve District
Board of Commissioners

Attest: 
Elizabeth Flowers
Secretary, Kendall County Forest Preserve
District

Date: 9/7/21



McCULLOUGH IMPLEMENT COMPANY

SINCE 1940

WATSEKA, ILLINOIS

Ship To
IN STORE PICKUP

Location		
03 - MORRIS, IL		
Date	Time	Page
05/05/2023	9:21:12 (0)	1
Account Number	Phone Number	Invoice Number
KENDA008	6307741761	Q00224
Ship Via		Purchase Order
P.S.T. Number		F.S.T. Number
Salesperson		
TIMOTHY KRAMER		216

Sold To
KENDALL COUNTY FOREST PRESERVE
110 WEST MADISON
YORKVILLE IL 60560

Description		
Description	EXPIRY DATE: 06/04/2023	Amount
Stock #: 116728	Serial #: A5KC2GDBKPG079145	20202.00
New KU RTV-X1100CRL		
New KUBOTA RTV-X1100CRL UTILITY VEHICLE		
	sale # 01 subtotal:	20202.00
	Total:	20202.00
	Miscellaneous Charges/Credits	
=====		
SETUP	Qty: 1 Price: 198.00	198.00
	Miscellaneous Charges/Credits Total:	198.00
	Subtotal:	20400.00
	Quote Total:	20400.00

Ground Effects (Multiple Inv. \$1,101.81) (48991-002-18964-000-17979-000-77994-000)	Force Account Materials	FA	6/7/2023	Multiple	061523F	29566	190711 68500	Landscape Stone (Main entry walkway interior) Pulverized Dirt	\$ 1,101.81					\$ 1,101.81	
Ground Effects (Multiple Inv. \$4,992.49) (47944-002-18224-000-17979-000-42138-000-17979-000)	Force Account Materials	FA	5/19/2023	Multiple	05123F	29333	190711 68500	Landscape Stone (Am. Her. Red Film; Eden; New York Flag; Chilton Outcrop)	\$4,992.49					\$ 4,992.49	
Ground Effects (Multiple Inv. \$30.45) (48941-002-18964-000-18964-000-48969-000)	Force Account Materials	FA	6/6/2023	Multiple	061523F	29567	190711 68500	3/4" Limestone/Landscape Mat	\$30.45					\$ 30.45	
Ground Effects (479659-000)	Force Account Materials	FA	4/13/2023	FNBO 05/04/23	051523F	28876	190711 68500	Pulverized Dirt - Fine Grading	\$90.15					\$ 90.15	
Ground Effects (479559-000)	Force Account Materials	FA	4/13/2023	FNBO 05/04/23	051523F	28876	190711 68500	Pulverized Dirt - Fine Grading	\$90.15					\$ 90.15	
Ground Effects (479547-000)	Force Account Materials	FA	4/13/2023	FNBO 05/04/23	051523F	28876	190711 68500	Pulverized Dirt - Fine Grading	\$90.15					\$ 90.15	
Ground Effects (479515-000)	Force Account Materials	FA	4/13/2023	FNBO 05/04/23	051523F	28876	190711 68500	Pulverized Dirt - Fine Grading	\$90.15					\$ 90.15	
Other Inv. (238600-005657)	Force Account Materials	FA	6/7/2023	FNBO 05/05/23	061523F	29563	190711 68500	Coms A/Dial Device - Fire Alarm System	\$479.99					\$ 479.99	
IRRI Topsoil	Non-Bid Contract	NBC	5/17/2023	1195	061523F	29570	190711 68500	Topsoil for Rough Grading	\$1,750.00					\$ 1,750.00	
IRRI Topsoil	Non-Bid Contract	NBC	5/16/2023	1197	061523F	29570	190711 68500	Topsoil and Rough Grading	\$2,310.00					\$ 2,310.00	
Popularity Place Nursery	Force Account Materials	FA	5/19/2023	6204	051523F	29560	190711 68500	Landscape Plant Material	\$888.50					\$ 888.50	
Popularity Place Nursery	Force Account Materials	FA	TBD	6205	TBD		190711 68500	Landscape Plant Material	\$1,915.00					\$ 1,915.00	
Purcell Tonville Ace Hardware	Force Account Materials	FA	5/19/2023	177232	061523F	29611	190711 68500	Grass Door Opener - 9V Batteries	\$19.99					\$ 19.99	
Lifetime	Force Account Materials	FA	5/23/2023	4944541	05123F	29238	190711 68500	Estate House Table; Chairs; Carts	\$14,954.31					\$ 14,954.31	
Four Seasons Landscaping Plus	Non-Bid Contract	NBC	4/26/2023	9145A	051523F	28878	190711 68500	Stump Grading	\$260.00					\$ 260.00	
Four Seasons Landscaping Plus	Non-Bid Contract #1878	NBC	6/15/2023	9231A	061023F	TBD	191511 70300	Landscape Irrigation Services joint Contract	\$23,807.00			\$ 19,795.38		\$ 290.00	
Ullie	Force Account Materials	FA	6/12/2023	1955898	061023F	TBD	190711 68500	Estate House Trash Receptacles	\$1,777.35					\$ 1,777.35	
Marson Turf Products	Force Account Materials	FA	6/16/2023	50494	061023F	TBD	190711 68500	Turf Blanket and seed	\$2,146.00					\$ 2,146.00	
Central Limestone	Force Account Materials	FA	6/9/2023	421491	061023F	TBD	190711 68500	CA-6	\$98.65					\$ 98.65	
Azoth Landscaping	Non-Bid Contract	NBC	6/23/2023	KENDR-2327	051023F	TBD	190711 68500	Paver Walkway Repairs	\$1,231.00					\$ 1,231.00	
Pizo and Associates Nursery	Force Account Materials	FA	6/14/2023	512082	061023F	TBD	190711 68500	Landscape Plant Material	\$1,849.50					\$ 1,849.50	
Windling Creek Nursery	Force Account Materials	FA	4/26/2023	1018	061023F	TBD	190711 68500	Landscape Plant Material	\$619.00					\$ 619.00	
Milward Ground Covers (Multiple Inv. \$370.35 (481550-18-80311))	Force Account Materials	FA	6/13/2023	815500-802815	061023F	TBD	190711 68500	Landscape Plant Material	\$370.35					\$ 370.35	
Mike Wizard	Non-Bid Contract	NBC	TBD	TBD	TBD		190711 68500	Alarm Equipment Installation	\$1,387.00					\$ 1,387.00	
Refrigerator/Freezer Continuity	Force Account Materials	FA	TBD	TBD	TBD		190711 68500	Refrigerator and Freezer Units	\$5,000.00					\$ 5,000.00	
Meat & Associates CPA	Non-Bid Contract	NBC	TBD	TBD	TBD		190711 68500	IDNR Billing Statement Audit	\$1,900.00					\$ 1,900.00	
06/30/2023 Periodic Financial Report #2 Total									\$1,204,921.61	\$ 27,889.68	\$ 199,486.15	\$ 474,086.00	\$ 75,459.30	\$ 24,540.70	\$ 49,395.78
Total Project Expenditures (Periodic Financial Reports 1 and 2)									\$1,206,904.18	\$89,822.25	\$199,486.15	\$474,086.00	\$75,459.30	\$24,540.70	\$49,395.78
PAV REQUEST #1 - INMR - PAVIC Grant Reimbursement									\$283,308.40		\$685,300.00				\$49,395.78

To: Kendall County Forest Preserve District Finance Committee
 From: David Guritz, Director
 RE: Rt. 52 Parcel Acquisition Option - Request from the Village of Minooka
 Date: 29-Jun-23

Acquisition Concept for Discussion Purposes Only

Project Summary - Costs

Rt. 52 Parcel Value	\$	384,000.00	
Zavala Parcel Value	\$	475,000.00	
TCF Project Fee	\$	15,000.00	
	\$	<u>874,000.00</u>	Total Costs

Project Summary - Sources

Rt. 52 - Donated Value Est. (TCF)	\$	309,000.00	(\$384K - \$75K) TCF Contributed Donation from Discounted Purchase Price - Rt. 52 Parcel
Minooka - Cash Match	\$	128,000.00	Paid to TCF by Minooka (\$128,000 towards Zavala Parcel - 100% Ownership by Minooka)
District - Cash Match	\$	-	District pays closing fees only on Rt. 52 Parcel - 100% Ownership by KCFPD
OSLAD/LWCF Award	\$	<u>437,000.00</u>	50% Project Costs
	\$	874,000.00	

May 19, 2023

Dave Guritz
Director
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560

Re: Subat Nature Center
Kluber, Inc. Proposal No. 230425.02

Dear Mr. Guritz:

Thank you for the opportunity to present this Proposal for Professional Services for the above-referenced Project. It is our understanding that the Kendall County Forest Preserve District wishes to construct a Nature Center at Subat Forest Preserve located on Eldamain Road in Plano, IL.

OVERVIEW OF PROJECT SCOPE

The Project consists of designing a Nature Center at Subat Forest Preserve as presented in the Kendall County Forest Preserve District's FY23 OSLAD grant application at Subat Forest Preserve. Improvements include:

- Reconfiguration and expansion of the existing, accessible gated parking lot (13-spaces to 29 spaces) to allow for school bus entry, drop off, and exit.
- Construction of a new ADA-accessible three-season, open-air nature center with an outdoor classroom area, storage room, and integrated interpretive exhibits for public education.
- Addition of one additional composting toilet facility.
- Multi-use limestone screenings trail and wetland boardwalk improvements (all 8-ft width).
 - From the reconfigured Subat Forest Preserve parking area to the new composting toilet facility and three season nature center.
 - From the three-season nature center to a new wetland boardwalk.
 - From the wetland boardwalk to the southeast pedestrian crossing at Eldamain Road.
 - Site directional and interpretive signage.
- The Owner's Preliminary Cost of Work breakdown is as follows:
 - Nature Center Construction & outdoor amphitheater (+/-1,500 SF) \$530,000.00
 - Trail Renovations (Lawn Trail, Boardwalk & Overlook Construction)..\$335,000.00
 - Prefabricated Restroom..... \$75,000.00
 - Parking Lot Renovation & Expansion \$150,000.00
 - Interpretive Displays (Allowance) \$110,000.00

Total Cost of Work Budget:..... \$1,200,000.00*

*Not included: Site electrical service to the site and Nature Center.

INITIAL INFORMATION

- The program for the Project is has been identified in the provided concept documents from the Owner .
- The Owner's budget for the Cost of the Work is \$1,200,000.00. The Cost of the Work is the total cost to construct all elements of the Project designed or specified by Kluber, Inc.; it does not include A/E fees, land

Corporate Office
41 W. Benton Street
Aurora, Illinois 60506
630.406.1213

Bloomington Office
2401 E. Washington Street, Suite 200-B2
Bloomington, Illinois 61704
309.430.6460

acquisition costs, permit fees, utility service connection or activation fees, financing costs, contingencies for changes in the Work, or other soft costs that are the responsibility of the Owner. Owner's Total Project costs shall not Exceed \$1,400,000.00 including soft costs.

- The anticipated Project schedule is to be determined as mutually agreed. Construction duration is expected to be 8 months in length.
- The intended Project delivery method is a single contract for General Construction; single bid package.
- The Owner's representative for the Project will be Dave Guritz.
- Kluber, Inc.'s representative for the Project will be Chris Hansen.

The foregoing is based on our meeting on April 25, 2023.

BASIC SERVICES

Kluber, Inc. proposes to provide usual and customary architectural and engineering Basic Services for the Project as set forth in the standardized *AIA B101 - 2017 Standard Form of Agreement between Owner and Architect*, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

Schematic Design/Design Development Phase:

- Site review to document and measure existing conditions.
- Kick-off meeting with Owner to discuss Project in detail.
- Perform code review as required for work related to Project scope of work.
- Develop preliminary options for Owner Review.
- Prepare estimate of Cost of the Work.
- Review meeting with Owner.

Construction Document Phase:

- Develop technical specifications.
- Develop technical drawings.
- Prepare final estimate of Cost of the Work.
- Review final documents with Owner prior to bidding.

Bidding Phase:

- Assist Owner in contacting potential bidders for Project.
- Prepare agenda and attend pre-bid meeting.
- Respond to contractor questions during bidding.
- Issue addenda (if required).
- Attend bid opening.
- Perform contractor bid review evaluations.
- Prepare and issue contractor bid results letter.
- Prepare documents for permit submission by the Contractor and respond to permit comments from the Authority Having Jurisdiction.

Construction Administration Phase:

- Prepare agenda and attend pre-construction meeting.
- Respond to Contractor questions.
- Review progress pay requests if requested.
- Perform a maximum of two (2) site visits per month for progress meetings, to address contractor questions and to observe the work is proceeding in general conformance with the contract documents with a maximum of 14 visits. Additional site visits in excess of this amount will be invoiced as additional services as noted below.
- Perform up to two (2) reviews of each construction submittal.
- Perform one (1) site visit to confirm Substantial Completion and identify punch list items.
- Perform one (1) site visit to verify completion of punch list items and confirm Final Completion of the Work.



ADDITIONAL SERVICES

Additional Services are not included in the Basic Services described above, but may be required for the Project or specifically requested by Kendall County Forest Preserve District. The list below indicates Additional Services that will be provided by Kluber, Owner, To Be Determined (TBD) or Not Provided for the Project.

Additional Services:	Provided by:
Programming, or Validation of Owner's Project Program, as described below	Not Provided
Existing Facilities:	
Survey of existing facility(ies) (required if Owner's "as-built" drawings are discovered to be unavailable, inaccurate, incomplete or otherwise inconsistent with actual existing conditions)	Kluber
Measured drawings documenting existing conditions of existing facility(ies)	Not Provided
Other Facility Support Services (as described in AIA B210 – 2007)	Not Provided
Site Evaluation and Design:	
Site Evaluation and Planning (in accordance with AIA B203 – 2007)	Not Provided
Civil Engineering	Kluber
Landscape Design	Kluber
Architectural and Interior Design:	
Multiple preliminary designs/options during Schematic Design Phase	Not Provided
Building information modeling (BIM)	Not Provided
Renderings, models, mockups, or other presentation materials requested by Owner	Not Provided
Historic Preservation (in accordance with AIA B205 – 2007)	Not Provided
Architectural Interior Design, including assistance with selection of interior finish colors, preparation of color boards, (in accordance with AIA B252 – 2007)	Not Provided
Furniture, Furnishings and Equipment (FF&E) (in accordance with AIA B253 – 2007)	Not Provided
Green Design:	
Extensive environmentally responsible design	Not Provided
LEED Certification (in accordance with AIA B214 – 2007)	Not Provided
Engineered Systems:	
Commissioning of engineered systems	Not Provided
Telecommunications/data systems design	Not Provided
Cost Control:	
Value Analysis (in accordance with AIA B204 – 2007)	Not Provided
Detailed opinions of probable construction cost (beyond conceptual costs as determined by per unit area or unit volume techniques)	Not Provided
Opinion of total project cost (including incorporation of soft costs such as A/E fees, permit fees, land acquisition costs, and costs of Additional Services not provided by Kluber, Inc.)	Not Provided
Architect's Instruments of Service:	
As-designed record drawings (incorporating Work documented in Supplemental Instructions, Change Orders and Change Directives)	Not Provided
As-built record drawings (incorporating conditions as constructed by the Contractor)	Not Provided
Measured drawings, Design Documents, Construction Documents, as-designed record drawings or as-built record drawings furnished to Owner in AutoCAD .dwg format	Not Provided
Project Delivery, Coordination and Management:	
Coordination of design/engineering consultants employed directly by Owner	Not Provided
Multiple prime construction contracts	Not Provided
Fast-track project delivery/design services	Not Provided
Construction:	
Conformed construction documents (incorporating Addenda and permit revisions)	Not Provided
On-site project representation	Not Provided
Post-occupancy evaluation	Not Provided

COMPENSATION

Kluber, Inc. proposes to provide the Basic Services described above for a lump sum fee of \$59,950.00, provided the Cost of the Work does not exceed \$1,200,000.00.

Kluber, Inc. proposes to provide the Additional Services described above for the fees scheduled below.

Compensation for Basic and Additional Services does not include the services of other independent professionals, associates, or other consultants. If they are required, our fee will be increased by the direct costs of those services multiplied by a factor of 1.15 for overhead, coordination and management of the delivery of those services.

Our billing for Services will be based on progress of the work performed and is outlined as follows:

<u>Basic Services:</u>	
Schematic Design/Design Development Phase	\$20,982.00
Construction Documents Phase	\$20,982.00
Bidding/Negotiation Phase	\$1,500.00
Construction Administration Phase	<u>\$16,486.00</u>
Sub-Total Basic Services Fee:.....	\$59,950.00

<u>Required Additional Services:</u>	
Upland Design (Civil Engineering & Landscape Design - Exhibit A)	\$68,834.00
Bluestone + Associates (Interpretive Displays - Exhibit B)	\$64,211.00
Kluber Design Coordination of Consultant Services	<u>\$19,955.00</u>
Sub-Total Required Additional Services Fee:.....	\$153,000.00
Grand Total Basic Services & Required Additional Services Fee:.....	\$212,950.00

<u>Additional Services:</u>	
As requested	At Hourly Rates listed below
Each additional Site Visit	\$750.00

Reimbursable Expenses incurred in connection with our services will be charged on the basis of cost, without additional markup. Anticipated reimbursable expenses for this project include expedited courier services, printing and plotting, document reproduction, premiums for professional liability insurance in excess of usual and customary coverage and models, renderings or professional photography, and are anticipated not to exceed \$1,500.00.

Changes in services, when authorized, will be charged on an hourly rate as scheduled hereafter and amended annually in accordance with our hourly rate schedule (2023):

Kluber Architects + Engineers Staff	Hourly Rate
Principal.....	\$225.00
Project Manager.....	\$175.00
Project Mechanical Engineer III.....	\$165.00
Project Mechanical Engineer II.....	\$140.00
Project Mechanical Engineer I.....	\$115.00
Project Electrical Engineer III	\$165.00
Project Electrical Engineer II	\$140.00
Project Electrical Engineer I	\$115.00
Project Structural Engineer III.....	\$165.00
Project Structural Engineer II.....	\$140.00
Project Structural Engineer I.....	\$115.00
Project Technologist.....	\$165.00
Project Architect III	\$135.00
Project Architect II	\$115.00
Project Architect I	\$95.00
Interior Designer III	\$115.00
Interior Designer II	\$95.00
Interior Designer I	\$75.00
Construction Observer.....	\$95.00
Senior Project Coordinator	\$75.00
Project Coordinator.....	\$55.00
Mark-up for hourly Projects (indirect costs, OH & P).....	20.0%



Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

TIMING

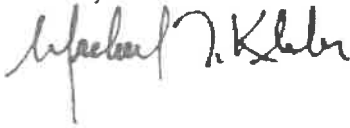
All services contemplated within this proposal shall be completed within 18 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above. This proposal is valid for a period of up to 45 days from the date noted on this proposal.

FINAL NOTE

If this proposal satisfactorily sets forth your understanding of our agreement, we would appreciate your authorization to proceed with this Work. We are available to discuss any aspect of this proposal with you at your convenience.

Kluber, Inc. appreciates the interest expressed in our firm and we look forward to serving your needs in the future.

Sincerely,



Michael T. Kluber, P.E.
President
Kluber, Inc.

Accepted (Signature) Date

Dave Guritz, Director
By (printed name and title)

Confidentiality Notice: The contents of this proposal are confidential and may not be distributed to persons other than Kendall County Forest Preserve District.

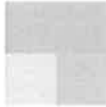




Exhibit A

Subat Nature Preserve Development

May 11, 2022

Kendall County Forest Preserve

The Kendall County Forest Preserve would like to expand nature leaning at Subat Nature Preserve. The District has asked Kluber Architects+Engineers to lead a team of consultants. Upland Design Ltd along with subconsultant Engineering Resources Associates (ERA), would like to assist the team with the following items for the Subat project:

- Trail Renovations- \$335,000 Budget
 - Lawn Trail to Limestone Trail
 - New Boardwalk
 - New Overlook Renovation
- Prefab Restroom- \$75,000 Budget
- Parking lot renovation and expansion- \$150,000 Budget

The total project budget is \$1,400,000. The project is to be publicly bid as one package.



Project Scope: Upland Design Ltd, with civil engineering, wetland delineation and survey assistance from Engineering Resource Associates (ERA) as our subconsultant, proposes to accomplish the following work items to assist the Kluber Architects team. The project is to be implemented through public bidding.

Survey: A topographic survey will be prepared by Engineering Resource Associates, an Illinois Licensed surveyor, for the area shown on attachment A. The wetland delineation flagging will be picked up as part of the survey. Topographic measurement will include paths, parking lot, storm sewer rims and depths, wetlands, public utilities, buildings, and miscellaneous amenities, amongst other items within the project limits. The project area is further defined as the features described in the attachment A and 50 feet either side of the trail shown in the referenced exhibit and a to be staked trail route. Boundary survey is omitted from the base scope of work. The topographic measurements will be completed and combined with the utility atlas information to form one base plan drawing. This drawing will be the basis for planning the design development and construction documents. The survey will exclude areas outside of the project limits, however, adjacent areas may be supplemented by GIS data for overall drainage evaluation.

Soil Borings: Kluber Architects will obtain soil borings. We recommends two soil borings to be completed at the boardwalk and one at the overlook deck – once the final locations are determined.

Wetland Delineation: Because of the known presence of wetlands on the site, a wetland determination will be required. The wetland determination performed for the project will review the areas within the project limits in addition to 100 feet beyond the project limits. If present, wetland areas will be staked by pin flag and/or marking tape labeled “wetland”. The wetland delineation task will include preparation of a delineation report containing:

Exhibit A

- A. Army Corps of Engineers (ACOE) data forms;
- B. Documentation of verification of threatened and endangered species consultation with appropriate federal and state agencies
- C. Documentation of verification of wetland boundary through consultation with a Kendall County wetland specialist;
- D. Aerial map exhibit of site showing approximate locations of data sampling points and wetland boundaries;
- E. Floristic Quality Assessment;
- F. Identification of off-site wetlands within 100' of the project limits.

Design Development Plans

Based on the OSLAD plans submitted with the grant, design development plans and details will be created along with a line-item cost estimate. The plans will include options for the new boardwalk and overlook deck including materials, colors and footing options. The CXT options will also be prepared along with a supply chain timeline for specified products.

Review Meetings: A review meeting will take place with the design team. The site pieces will be updated and a review meeting with the client will take place. We will include an additional site visit, if needed, to review the plans in the field and discuss how the nature center and the interpretive elements fit together with the site features. (1 virtual review meeting and 1 in person review meeting)

Construction Plans, Specifications and Bid Proposal

Based on the approved design development plans, the Upland Design team will prepare a set of construction plans, specifications and bid proposal for public bidding to one general contractor. Construction documents will address the following:

- Existing Conditions and Removals
- Layout and Site Amenities Chart
- Grading along with BMP/ Stormwater Detention/Drainage
- Soil Erosion Control
- Landscape Plantings & Restoration
- Construction Details
- Technical Specifications
- Bid Proposal Form
-

Our team will work with Kluber Architects and Bluestone team members to create a cohesive set of plans. The technical specifications will cover site construction. ERA will prepare calculations as required for design and permitting of the project during the development of construction documents. ERA and Upland will develop the grading plan and soil erosion control plans together. These are anticipated to include storm sewer calculations for site drainage, impervious area calculations, BMP calculations, and slope and ADA calculations for inclusion in the County building permit and stormwater applications.

Review Meetings: A review meeting at 75% and 90% complete construction documents will take place with District staff. An estimate of construction costs will be updated for each review meeting. Upland will assist Kluber with the OSLAD requirements so that they will be incorporated into the bidding and construction documents per the IDNR agreement. Comments from the meetings will be incorporated into the documents. (2 meetings)

Permits: Permit submittals will be prepared for the following:

Page 2 of 4

Upland Design Ltd

Chicago 312.350.4088 uplandDesign.com 815.254.0091 Plainfield

- Kendall County Stormwater Management Permit – ERA will prepare a stormwater report and associated exhibits. The stormwater report to Kendall County will include impervious area and development calculations, detention calculations, BMP calculations, and erosion control items. It is assumed that all wetland permitting will be through USACE. The plans and report will be submitted by Upland Design to Kendall County for review and permitting. ERA will provide assistance with completion of the application materials and response to County comments. Assistance with one response for building and stormwater comments is included in this task.
- Detention Design & Permitting – This task includes the calculations, design, and permitting of stormwater detention storage. It is our assumption that if required, stormwater volumetric storage would be provided at grade in conjunction with a BMP. This task will include the additional permitting required for a detention facility.
- USACE Permit Assistance – This task includes preparing permit applications to USACE related to the wetland impacts from the boardwalk. We will include a wetland impact plan sheet, permit application form, and narrative of the impacts. It is anticipated that the permanent impacts will be less than 0.1 acres and mitigation will not be required. One response is included in this task.
- IEPA Permit Assistance – This task includes preparation of an ILR10 NOI submittal.

Kluber Architects will submit the building permit for the project. Upland Design and ERA will prepare one resubmission for permits comments as part of the scope. If the project scope expands or it is later found that additional permits are required, additional professional scope and associated fees will be discussed with the District.

Bidding

Upland Design and ERA will be available to answer questions during bidding. We will prepare addenda as needed. We will not attend the bid opening.

Construction Observation

Upon award of the contract, Upland Design/ERA staff will make twelve sites visits. At project completion, a walk through with District staff to develop a punch list will be completed. We will assist with the following items as they pertain to the site work:

- Review and assist with contractor field orders, change orders and clarifications
- Review and comment on contractor provided closeout documents including warranties, manuals, and as-built drawings
- Twelve site visits plus one punch list visit
- Contractor submittals pertaining to site work will be reviewed
- Certified Payroll will not be reviewed or retained by Upland Design Ltd

The Firm and its subconsultant shall have the authority to act on behalf of the District only to the extent provided in this Agreement. The Firm shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor shall the Firm be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the Contract Documents.

Professional Fees

The following professional fees are lump sum for the work described in for professional services by Upland Design Ltd along with subconsultants by Engineering Resource Associates:

Wetland Delineation	\$ 4,500
Site Survey	\$ 7,400
Schematic Design/Design Development	\$ 5,214
Construction Plans, Specifications and Bid Proposal	\$ 25,692
Permitting	\$ 11,660
Bidding	\$ 1,000
<u>Construction Observation</u>	<u>\$ 13,118</u>
Total Professional Fee	\$ 68,834

Optional Well Evaluation: ERA will perform an evaluation of the existing hand pump at Subat. This task will include a review of the existing well log information to determine if the well can be improved with a larger system. Upon completion of the review, a summary of findings will be prepared including the presentation of potential alternate upgrades to the well system along with cost opinions. **Fee -\$750.00**

Optional Well Flow Capacity – Should the District desire the capacity of the well need to be determined, the hand pump would be removed and a flow test be performed. ERA will contract with Water Well Solutions to perform the field work necessary. The cost is based upon the depth of the well and is determined at a later time. **Fee - TBD**

Additional Site Visits: After the allowed site visits, additional site visits will be made at the request of the client. **Fee per visit: \$750.**

Reimbursable Costs: Reimbursable items will include plotting and printing of drawings at the direct cost to Upland Design Ltd and mileage reimbursement at the current IRS reimbursement rate. Permit fees will be paid directly by the Forest Preserve.

Not Included Scope: The Firm and sub-consultants will not be responsible for the following: Hydrologic/hydraulic modeling the floodplain/floodway, structure engineering, electrical engineering, archeological services, environmental testing, subsurface conditions and material testing, boundary survey, construction layout; construction scheduling; construction work; work-site safety, labor negotiations, permit fees or court appearances as part of these services.

Hazardous Materials: The scope of the Firm's services for this scope does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

Exhibit A

Attachment A

The highlighted areas below will be included in the topographic survey. The existing overlook deck location will be included.

LEGEND

- 1 Main Entry (Refer to "Entry Layout Plan"): Parking Lot, Nature Center, Information Sign, Compost Toilet, Existing Overlook Deck
- 2 Trail (Refer to "Trail Route Plan")
- 3 Boardwalk
- 4 Overlook Deck
- 5 Educational Stop with Simple Sign
- 6 Maintenance Access
- 7 Monument Sign
- 8 South Pedestrian Access with Bike Racks
- 9 North Pedestrian Access
- 10 Creek Access
- 11 Future Bike Trail (by others)

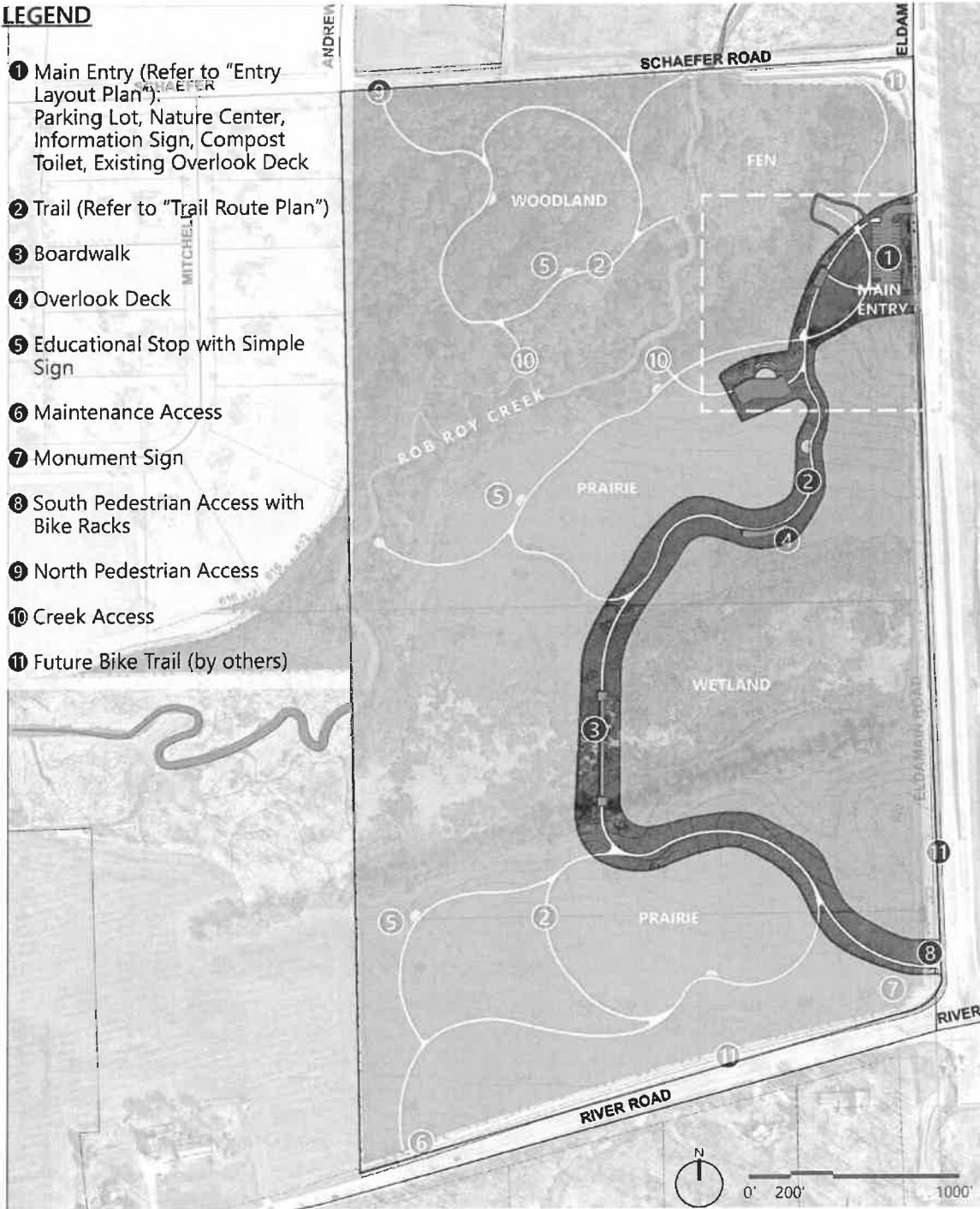


Exhibit B



May 6, 2023

Chris Hansen
Vice President, Project Manager
Kluber Architects + Engineers
41 W. Benton Street
Aurora, Illinois 60506

Dear Chris,

Here is our proposal for the content development, research, writing, graphic design, exhibit design, fabrication and installation of five interpretive stops on the trails, 5 wayfinding signs, and the nature center interpretive exhibits at the Subat Nature Center and site. As you have recommended in our discussions, I am including an estimate of potential Phase 2 costs, but am not including them in our Phase 1 costs shown in this proposal.

First, there are a few assumptions I have made and a suggestion of one way to save some money if desired. Here they are:

- The build costs that I am including do not include **footings**. From our experience with forest preserve districts and park districts, the cost of this work is often taken on by the client as they have the staff with those skills.
- Estimating our fees and the build costs for the nature center is, as you can well imagine, is a bit fluid at this point. You and I will need to get a little further to get more accurate, though I guess we could work the other way, and just design to the NC number you have available, come what may.
- Our overall fees for our scope can be decreased with a simple, but not necessarily happily accepted, step by the FPD. Stephanie is in charge of interpretation for the FPD. When we work with FPDs and PDs who have such a person on staff, they often assign that person to perform this scope of work:
 - Content research.
 - Research and sourcing of images.
 - Preliminary outline of content for all interpretive "stations" on the site, interior and exterior.
 - First draft of writing for all interpretive locations.
 - Final writing for all interpretive locations, with interface with B+A.

If Dave sees this as possible, there would be \$6300 savings in our fees.

- The **build and install costs** are an estimate from past experience, but could be reduced in competitive bidding.
- **Lighting**: I have not included lighting in these numbers, and have assumed that these would be included in your numbers.
- **Reimbursables** have been included in our numbers based on an assumption of six round trips total.
- I have not included **CA** in these numbers, and will eat these costs as I know we will likely have to.
- The cost of creating **production-ready graphics** is included in the fabrication numbers.

I've broken out our numbers as I understood from our zoom meeting. If there are changes that need to be made in the form or content of what follows, just let me know.

Exhibit B

Exhibit Design Fees by Phase

Schematic Design

Preliminary Concept Development
Preliminary 3D design
Project concept and design management
Preparation and presentation of progress submittal
Two trips to Yorkville to understand the site and participate in meetings

Staff involved Project and Design Director
 Graphic Designer
 3D Designer and CAD documentation

Fees for this first phase of work **\$23,067***

If KCFPD was taking on responsibilities outlined in our introduction, our fees could be reduced to **\$22,317**

Design Development

Content outlines and preliminary writing drafts
Preliminary graphic design
Continue 3D design and documentation
Continue concept and design direction and management
Preparation and presentation of progress submittal
Two trips to Yorkville to participate in meetings

Staff involved Project and Design Director
 Graphic Designer
 3D Designer and CAD documentation

Fees for this second phase of work **\$24,208***

If KCFPD was taking on responsibilities outlined in our introduction, our fees could be reduced to **\$21,908**

Construction Documents

Final writing
Final graphic design
Final CAD documentation and specifications
Continue concept and design direction and management
Preparation and presentation of progress submittal
Two trips to Yorkville to participate in meetings

Staff involved Project and Design Director
 Graphic Designer
 3D Designer and CAD documentation

Fees for this third phase of work **\$23,036***

If KCFPD was taking on responsibilities outlined in our introduction, our fees could be reduced to **\$19,986**

Total Fees without help from KCFPD **\$70,311**

Total Fees with help from KCFPD **\$64,211**

Exhibit B

Fabrication and Installation

Scope of fabrication and installation

5 wayfinding signs

5 interpretive signs

8 (or equiv) interpretive stops in and around nature center

Estimated cost of fabrication and installation

\$110,000

Grand Total of Design Fees and Fabrication and Installation Costs

Exhibit Design Fees **\$70,311**

Fabrication and Installation Costs **\$110,000**

\$180,311

Total Design, Fabrication and Installation with KCFPD help

Exhibit Design Fees **\$64,211**

Fabrication and Installation Costs **\$110,000**

\$174,211

Phase 2

Estimated design, fabrication and installation costs for Phase 2

Monument Sign **\$23,000**

Chris,

I know there'll be a lot to chew on and work on together, so let's be in touch when you've had a chance to digest (or choke on) the above.

Meanwhile,

. All my best,



Paul Bluestone

Principal

Bluestone + Associates

Joseph Craig
Archaeologist



September 21, 2022

Mr. David Guritz

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

*RE: Professional Service Proposal
Phase II Cultural Resource Evaluation and Report
Archaeological Sites 11KE419 and 11KE421
Subat Forest Preserve
Kendall County, Illinois*

Dear Mr. Guritz:

Prairie Archaeology & Research is pleased to submit this Professional Services Proposal to conduct a Phase II cultural resource significance evaluations of the directly impacted portions of prehistoric archaeological sites 11KE419 and 11KE421 located within the Subat Forest Preserve. The following presents the proposed scope of services and deliverables, the costs to complete the investigation, and the schedule to complete the project.

SCOPE OF SERVICES

Prairie Archaeology & Research archaeologists will conduct a Phase II Cultural Resource Evaluation for National Register of Historic Places (NRHP) inclusion for three archaeological sites located within the proposed trail, nature center, and other improvements potentially funded through the OSLAD grant administered and award by the Illinois Department of Natural Resources.

The following presents a work plan to investigate and evaluate the impacted areas of referenced archaeological site to determine if those portion of the sites meets the criteria for inclusion on the National Register of Historic Places (NRHP) and ascertain if the proposed funded activity will result in an "adverse impact" to significant archaeological resources.

Prairie Archaeology & Research archaeologists and archaeological technicians will conduct the Phase II cultural resource evaluation of the Area of Potential Effect (APE) of archaeological sites 11KE419 and 11KE421 as defined in the OSLAD grant application.

This proposal is divided into the following sub-tasks: Pre-Field Investigations Coordination and Literature Review, Archaeological Field and Laboratory Methods, and Cultural Resources Evaluation Report.

Task 1: Pre-Field Investigations Coordination and Literature Review

Field investigations and reporting requirements will be coordinated with the Illinois Department of Natural Resources. The goal of early coordination is to receive concurrence with the regulatory agency in regards to field methods, laboratory methods, and data analyses prior to implementation of field studies. In addition, a literature review of previous research conducted within or near the project area will be made prior to beginning fieldwork. Pre-field investigations will have three objectives: 1) to summarize the geomorphological, environmental, and culture history of the area as they pertain to the evaluation of resources; 2) to summarize previous archaeological investigations; and 3) to a context within which the potential for inclusion on the National Register of Historic Places results of investigations can be assessed.

Task 2: Archaeological Field and Laboratory Methods

The proposed scope of the Phase II Cultural Resource Evaluation conforms to the recommendations of the Illinois Department of Natural Resources Historic Preservation Program.

Close Interval Screened Shovel Test: Close interval screened shovel probe excavations will be conducted within the APE of each site. Shovel probes will consist of the excavation of systematically placed holes at 5 to 10-meter intervals. Holes will measure about 30 centimeters in diameter. Soil will be passed through 1/4-inch mesh screen. The objective of the screened shovel probes is to pinpoint areas of high artifact concentrations that may indicate the location of intact midden or subsurface cultural features.

Mechanical Excavations: A backhoe with a toothless bucket will be used to remove the upper plow zone from the site and expose sub-plow zone soils. The use of a toothless bucket will allow archaeologists to inspect the subsoil at even 4 to 6cm intervals, collect exposed artifacts after each pass, and identify significant sub-plow zone archaeological features. The degree of effort to conduct backhoe excavations will depend on the size of the site and the density of artifacts collected during the phase I investigations in conjunction with the shovel test results. This proposal assumes that mechanical equipment and operator will be provided by the client. If arranged for by PAR, the cost will be billed to the client as a direct cost.

Cultural Deposit Excavations. If intact cultural deposits (such as a historic cellars, wells, foundation remnants, etc.) are identified, they will be assigned a number, mapped in plan view, and plotted on the site map. A representative sample of intact deposits or feature will be cross-sectioned and excavated. Soil excavated from the deposit will be passed

through ¼-inch mesh screen. Artifacts recovered from the cultural deposit will be bagged and issued a catalog number. Bags will be labeled with the project name, site number, feature number, catalog number date and name of the excavator. A profile of the deposit will be drawn and recorded. As required by the Illinois Department of Natural Resources, a 5 to 10-liter soil sample will be retained and processed to detect the presence of macro floral and faunal remains.

Site Mapping. Mechanically excavated trenches and cultural deposit excavations will be plotted and recorded on the final site plan maps prepared for the report.

Photography. Digital photographs will be taken of the site, excavated trenches, cultural deposits and selected artifacts. Representative photographs will be included in the final report.

Laboratory Methods. All cultural material recovered during investigations and greater in age than 50 years, will be washed, sorted, and labeled. The objectives of cultural material analyses are: 1) to provide a tabulation and description of the artifacts; 2) to interpret these materials as indicators of activities conducted at the site by prehistoric and historic inhabitants; and 3) to provide a general chronological framework for site occupation. If human remains are recovered, then standard bio-anthropological analyses will be conducted. The level of analyses will be determined by the completeness and condition of remains. All cultural material collected during cultural resource investigations, will be curated at the Illinois State Museum's Research and Collections Center in Springfield, Illinois.

Task 3: Cultural Resources Investigation Report

The results of the Phase II Cultural Resources Evaluation for each site will be submitted to the client in a format acceptable to the Illinois Department of Natural Resources. Following client approval, the Cultural Resources Investigation Report will be submitted to the IDNR for review and comment.

COSTS

The total cost to complete field excavations and the NRHP evaluation for two individual archaeological sites will be fixed fee not to exceed \$13,720.00. This cost assumes that the client will provide the mechanical excavation equipment and operator. If PAR contracts for a private operator the cost will be added to the fixed fee cost. The District can anticipate an added cost of \$1,400.00 (10 hrs at a rate of \$140 per hour).

SCHEDULE

Prairie Archaeology & Research would be able to initiate investigations immediately upon verbal approval from the client and during weather conditions appropriate for field excavations. Field investigations will be staged to meet the schedule needs and access

permission made by the client. Draft reports for each individual archaeological site will be submitted within 20 business days following completion of the fieldwork for client review. Final version of the individual reports will be submitted to the client within 10 business days from the completion of the client's review of the draft report. With the approval of the client, standard archaeological resource reporting forms will be completed and submitted to the Illinois State Museum for approval prior to completing the final report.

Following your review and approval, PAR can initiate activities on your verbal authorization. And again, thank you for allowing PAR the opportunity to submit this proposal and please contact me at 217.544.4881 if you have any questions.

Prairie Archaeology & Research, Ltd.

A handwritten signature in black ink, appearing to read "Joe Craig". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Joe Craig
Archaeologist

EXHIBIT A

KCFPD Resolution No. 23-XX
KCFPD Intergovernmental Agreement No. 23-XX
Little Rock Creek Dam Removal Project

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE KENDALL COUNTY FOREST PRESERVE DISTRICT AND
KENDALL COUNTY, ILLINOIS

This Agreement made this XXth day of July, 2023 by and between the Kendall County Forest Preserve District (hereinafter the “*District*”) and Kendall County, Illinois (the “*County*”) a municipal corporation of the State of Illinois, as follows:

WITNESSETH:

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

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

WHEREAS, the District has the power to acquire lands and grounds “to construct, lay out, improve and maintain paths, driveways, public roads, roadways and other improvements and facilities in and through such forest preserves as they shall deem necessary or desirable for the use of such forest preserves by the public and may acquire, develop, improve and maintain waterways in conjunction with the district (70 ILCS 805/6) (from Ch. 96 1/2, par. 6309); and

WHEREAS, the County has collected certain storm water impact fees for development projects held on deposit in the Fox River Watershed Escrow Account in the amount of \$387,000 for the purpose of completing Fox River storm water mitigation and watershed improvement projects to sustain water quality, conserve biological resources, and reduce flooding, erosion and pollution impacts from storm water runoff; and

WHEREAS, the District has acquired and owns a breached low head dam located within the Little Rock Creek stream corridor within the Little Rock Creek Forest Preserve, Little Rock Township as shown on Exhibit A (“the Subject Property”); and

WHEREAS, the District wishes to complete a project to remove the low head dam, restore sections of the Little Rock Creek shoreline, and complete other erosion control projects at Little Rock Creek and Maramech Forest Preserves in order to mitigate Fox River storm water impacts, improve water quality, conserve biological resources, and reduce flooding, erosion and pollution impacts; and

WHEREAS, the District has contracted Hey & Associates, Inc. of Chicago, Illinois to complete a feasibility and construction cost estimation study, which said contract also includes funding to generate and submit a USEPA Section 319 grant application to cover up to 80% of the costs to be incurred for the dam removal and associated ; and

WHEREAS, as part of the District’s USEPA Section 319 grant application, the District is required to extend local matching funds equivalent to no less than twenty percent

(20%) of the total project costs for the proposed low head dam removal and associated watershed improvement projects; and

WHEREAS, the County is agreeing to extend up to \$387,000.00 from the Fox River Watershed Escrow funds as needed to provide the local grant matching funding as required by the USEPA Section 319 grant program; and

WHEREAS, the District is committed to budgeting and appropriating the remaining reimbursable project costs necessary to complete the project using the District's rolling grant fund (Fund 1913), which funds will be fully reimbursed under the 319 grant agreement, if awarded; and

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

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

1. Incorporation of Preambles. The recitals contained in the Preamble hereto are material and are hereby incorporated as part of this Agreement as if fully restated herein. The parties shall fully cooperate with each other in carrying out the terms of this Agreement.

2. Dedication. The District shall, upon passage of Resolution 23-XX approved by the Kendall County Forest Preserve Board of Commissioners and Kendall County Board, complete and submit a USEPA Section 319 grant application, which application will commit the required matching funding from the Kendall County Fox River Watershed Escrow account for up to \$387,000.00.

3. Maintenance. Pursuant to 70 ILCS 805/5, the District and County hereby agree that the restored and improved areas shall hereinafter be maintained by the District.

4. Miscellaneous.

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

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

i. If to County: Kendall County
Latreese Caldwell, County Administrator

111 W. Fox Road
Yorkville, IL 60560

ii. with a copy to:

Eric Weis
Kendall County State's Attorney
807 West John Street
Yorkville, Illinois 60560

iii. If to District:

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

- C. Severability. If any provisions of this Agreement are held to be invalid, such provisions shall be deemed to be excised therefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, which provisions shall be enforceable to the fullest extent possible.
- D. Amendments. The parties agree that this Agreement and all Exhibits attached hereto may be amended only by the mutual consent of the parties by means of the same procedures used to adopt this Agreement and authorize its execution in the first instance.
- E. Headings. The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.
- F. Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- G. Singular and Plural. Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.
- H. Waiver. No waiver by either party of any breach of any term or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereof. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.
- I. Entire Agreement. Except as hereinafter expressly provided, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the entire Agreement of the parties.
- J. Assignment. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- K. Termination. This Agreement may be terminated only by mutual consent of all of the parties acknowledged in writing.
- L. Relationship. Nothing contained in this Agreement, nor any act of the District or the County pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the District or the County.

- M. Authority to Execute Agreement. The District and the County each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate governmental action to execute this Agreement.
- N. Indemnity. To the fullest extent authorized by law, the District shall indemnify and hold harmless the County and its respective past, present and future County Board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands, suits, damages, charges, judgments, costs and expenses that may arise from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims are due to any negligent or willful acts of the District in its performance under this Agreement or in their performance of the dam removal and watershed improvement projects at Little Rock Creek and Maramech Forest Preserves.
- O. Remedies. In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.
- P. Breach. In the event of any breach of, or default, under this Agreement, the parties shall give prompt written notice of such alleged breach or default and the party receiving such notice shall have thirty (30) days after receipt of such notice to cure such alleged breach or default, prior to the seeking of any remedy provided for herein, provided, however, that said thirty (30) day period shall be reasonably extended if the defaulting party has initiated the cure of said breach of default and is diligently proceeding therewith. Notwithstanding the above, should the District fail to perform its obligations as listed in Paragraph 3 above, this agreement shall be rendered void and all further obligations upon the District herein shall cease.

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

KENDALL COUNTY FOREST PRESERVE DISTRICT

By: _____
Brian DeBolt, President

Board of Commissioners

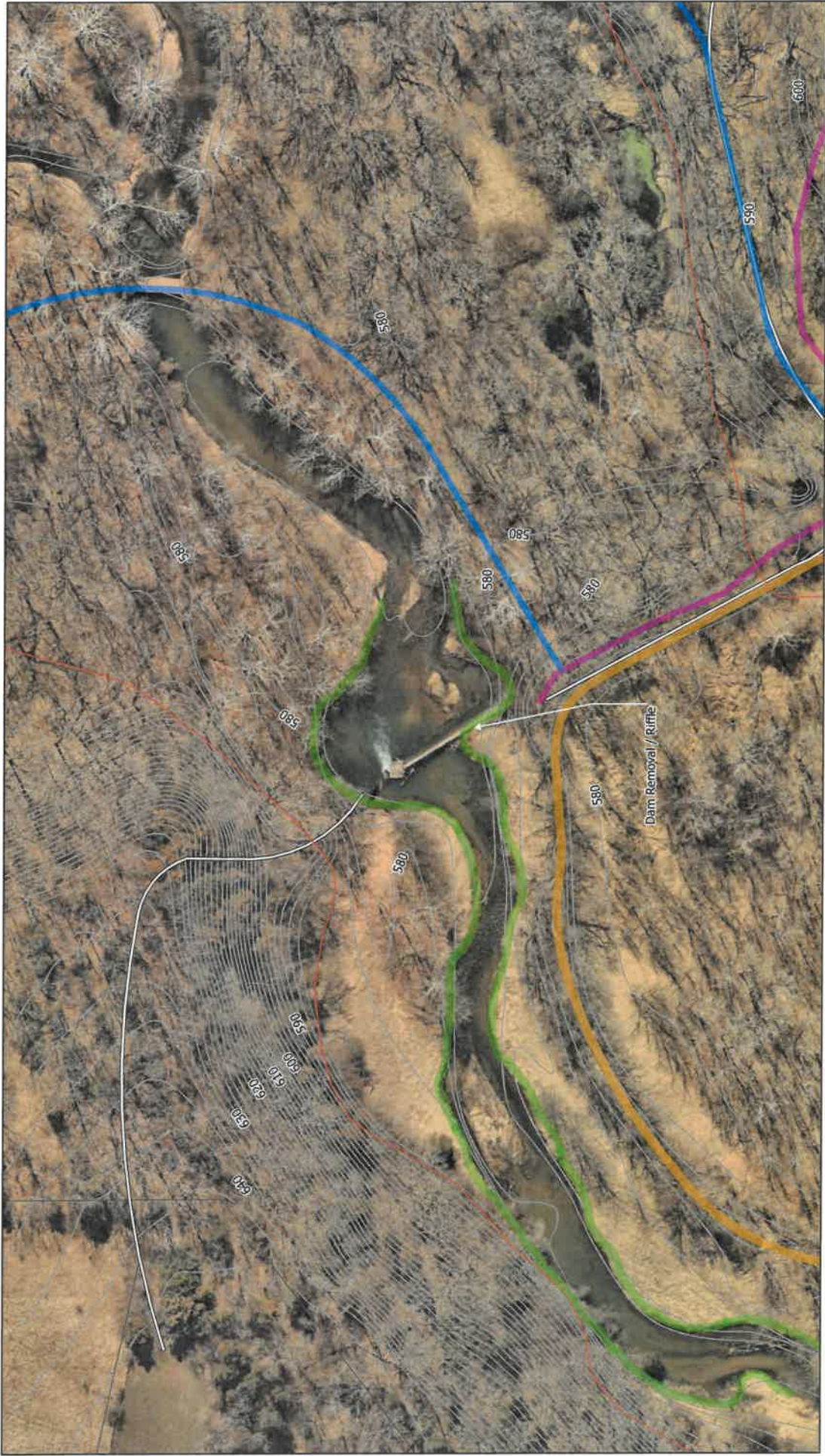
Aye: _____
Nay: _____
Abstain: _____

ATTEST: _____
Seth Wormley, Secretary

KENDALL COUNTY

By: _____
Matt Kellogg, Kendall County Board Chair

ATTEST: _____
Debbie Gillette, Kendall County Clerk



Project Name: Little Rock Creek Site Improvements
 Prepared For: Kendall County Forest Preserve District
 Information about exhibit: 2022 Aerial Imagery
 Exhibit Title: Dam Removal Plan
 Exhibit: 2

- Legend:**
- Property Edge Easement Management
 - FEMA Flood Hazard Area Boundary
 - Contribution Access Route
 - Kendall County Property
 - 2011 County Center
 - DAP (Designation)
 - Easement Modification
 - Streambed Stabilization
 - Stream 1 Total
 - Main Trail

Orientation: 
Scale: 
 Project Number: 22-0380
 Date: 3/21/2023



Prepared by:
Hey and Associates, Inc.
 Engineering, Ecology and Landscape Architecture

Hey & Associates Project Costs

\$731,850.00 Dam Removal
\$109,553.33 Erosion Stabilization

\$841,403.33 Total Costs

EPA Section 319 Grant Breakdown

\$504,842.00 60% Federal Share
\$336,561.33 40% Local Share

\$841,403.33 Total Costs

Funding Source Breakdown

\$336,561.33 KC Stormwater Impact Funds (\$387,000 Available)
\$504,842.00 KCFPD Rolling Grant Fund (100% Reimbursible)

\$841,403.33 Total Costs

David Guritz

From: David Guritz
Sent: Tuesday, May 16, 2023 1:47 PM
To: Fran Klaas
Subject: Fox River Bluffs - Hoover Trail Connection
Attachments: 2023_05_16 Hoover-Fox River Trail_Concept Plan.pdf; 2023_05_16 Hoover-Fox River Trail_Cost Est.pdf

Fran:

Here's the final concept plan and probable cost for construction for the Hoover-Fox River Bluffs trail connection along Eldamain Road.

The max grant through FHA-RTP is \$200,000. This would leave \$179,000 +/- for matching funds needed under this program, which is out of the District's reach based on our capital funding currently available.

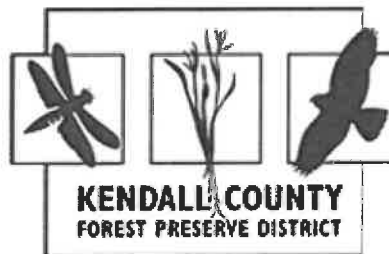
With County Board authorization, could the KC-TAP program fully fund this match, or fund the full project sooner if delaying the project to apply for and receive the RTP funding is not to be considered.

Also, if this would be a District project funded by Kendall County TAP – what would need to happen as far as granting easement and assigning future trail maintenance responsibilities? An IGA handled this on the last go around with Oswego and Yorkville.

Thanks for the check-in.

Dave

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



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



Fox River Bluff to Hoover Trail
Kendall County Forest Preserve
PURCHASE of MATERIAL ONLY*
Limestone Screening Trail

Prepared Date: 06/28/2023

Project #939

PROJECT COMPONENTS	Price Source	QTY	UNIT	COST	EXTENSION
REMOVALS AND SITE PREPARATION					
Trucking Removals and Tip Fee	Allowance	1,214	CY	\$ 24.00	\$ 29,136.00
Silt Fence with Stake (sold in 100' sections)	Menards	700	LF	\$ 0.27	\$ 186.83
Undercut and PGE		120	CY	\$ 65.00	\$ 7,800.00
Tensor Biaxial BX Geotextile	Menards	500	SY	\$ 1.40	\$ 700.00
IMPROVEMENTS					
Crushed Limestone Trail -6" CA-6 Base	Heidelberg Materials	910	Tons	\$ 29.29	\$ 26,653.90
Crushed Limestone Trail -3" Fine Crushed Stone	Heidelberg Materials	460	Tons	\$ 34.39	\$ 15,819.40
12" SDR26	Underground Pipe & Valve	60	LF	\$ 36.75	\$ 2,205.00
Metal Flared End Section	Underground Pipe & Valve	6	EA	\$ 150.00	\$ 900.00
Stone Culvert Outlet Protection	Heidelberg Materials (1 load)	22	Tons	\$ 32.50	\$ 715.00
Sub-Total					\$ 84,116.13
15% Design and Construction Contingency					\$ 12,617.42
Limestone Screening Trail Cost					\$ 96,733.55

* Note: These are estimates only as construction documents have not been completed and final number could be different

Phase I Connecting Trail Only: Hoover Forest Preserve to SE corner of Fox River Bluffs Forest Preserve

Trail corridor location by landowner:
 Kendall County (78%)
 Kendall County Forest Preserve District (22%)



Fox River Bluffs
Kendall County Forest Preserve

Prepared Date: 05/16/2023
 Project #939

Limestone Screening Trail

PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
REMOVALS AND SITE PREPARATION				
General Conditions	1	LS	\$ 9,610.00	\$ 9,610.00
Site Preparation, Earthwork, Grading, and Removals	1,214	CY	\$ 65.00	\$ 78,910.00
Silt Fence	650	LF	\$ 4.00	\$ 2,600.00
Undercut and PGE	120	CY	\$ 65.00	\$ 7,800.00
Tensor Biaxial BX Geotextile	500	SY	\$ 6.00	\$ 3,000.00
IMPROVEMENTS				
Crushed Limestone Trail	4,372	SY	\$ 20.00	\$ 87,431.11
12" SDR26	60	LF	\$ 60.00	\$ 3,600.00
Metal Flared End Section	6	EA	\$ 800.00	\$ 4,800.00
Stone Culvert Outlet Protection	1	LS	\$ 4,050.00	\$ 4,050.00
Sub-Total				\$ 201,801.11
15% Design and Construction Contingency				\$ 30,270.17
Limestone Screening Trail Cost				\$ 232,071.28

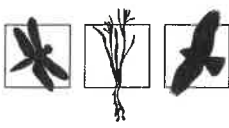
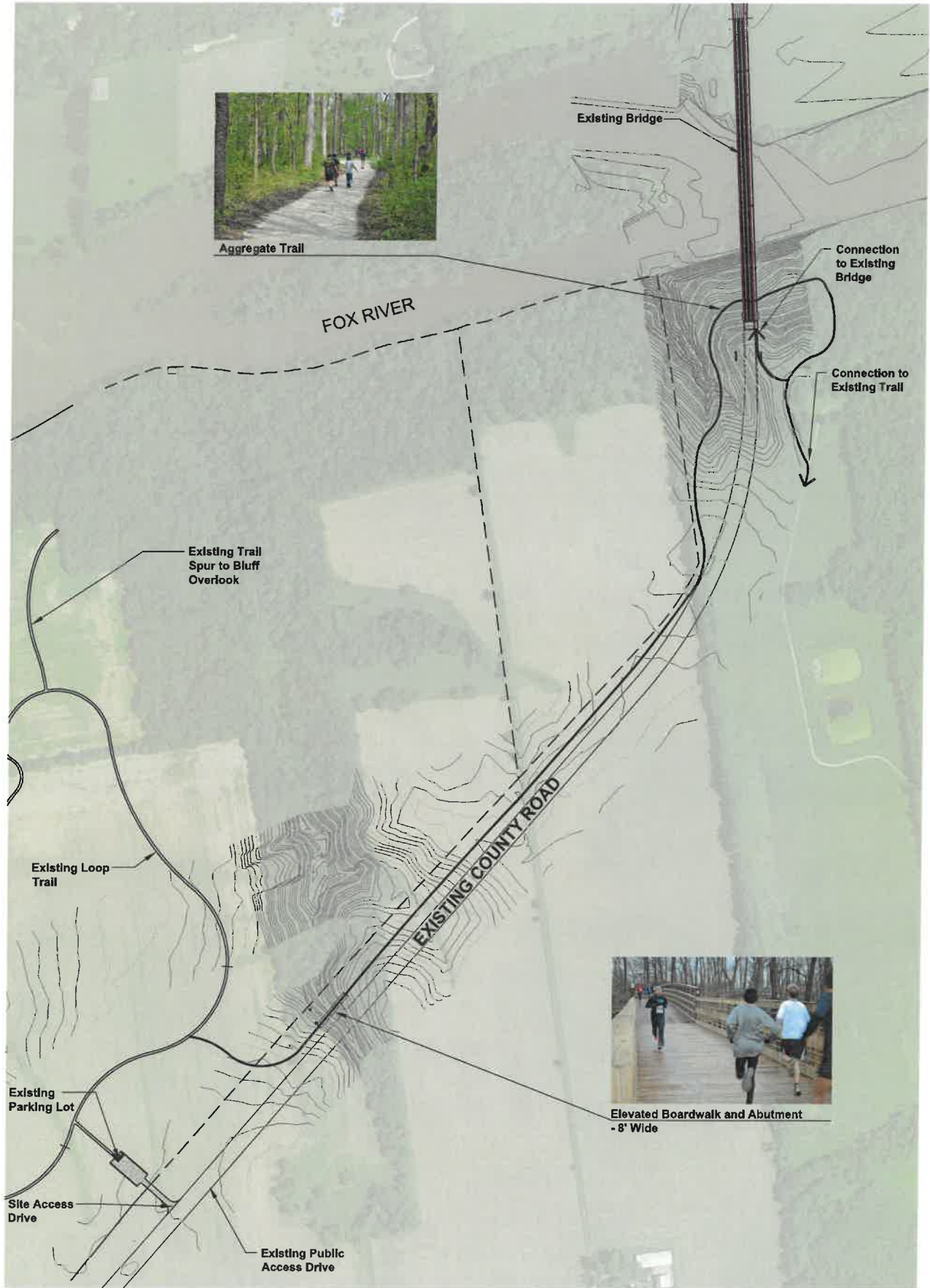
Boardwalk

PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
IMPROVEMENTS				
Boardwalk and Abutments - 8' wide	150	LF	\$ 850.00	\$ 127,500.00
Sub-Total				\$ 127,500.00
15% Design and Construction Contingency				\$ 19,125.00
Boardwalk Cost				\$ 146,625.00

Total Project Cost				\$ 378,696.28
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By Owner Items

PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
Lawn Restoration	1	LS		



**Kendall County Forest Preserve District
Hoover - Fox River Bluffs Trail Connection**

SCALE: 1" = 150'-0"
 0 75' 150' 300' 450'
 May 16, 2023
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 Project #939