

KENDALL COUNTY FOREST PRESERVE DISTRICT
MEETING AGENDA
TUESDAY, AUGUST 15, 2023
9:00 AM
KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call:
Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI. Public Comments
- VII. ⁽¹⁾ **CONSENT AGENDA**
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Finance Committee Meeting of July 27, 2023
 - Kendall County Forest Preserve District Commission Meeting of August 2, 2023
 - B. ⁽¹⁾ Approval of Claims in the Amount of \$13,526.11
 - C. ⁽¹⁾ **MOTION**: Approval of an Intergovernmental Agreement between Kendall County and the Kendall County Forest Preserve District for the Commitment of Kendall County Fox River Watershed Escrow Funds up to \$336,561.33 to Serve as the Required Local 40% Match for a District-Sponsored USEPA Section 319 Grant Application for the Removal of the Low Head Dam and Related Soil Erosion Control and Water Quality Improvement Projects at Little Rock Creek Forest Preserve
 - D. ⁽¹⁾ **MOTION**: Approval of Change Order #007 for Lite Construction Contract #19-429-1250 - Ken Pickerill House Renovations Project for the Installation of Wireless Light Fixture Dimmer Switches in the Amount of \$3,111.00, Resulting Contract Increase of \$3,111.00, and Increase to the Total Contract Cost to \$1,100,242.00
- VIII. **OLD BUSINESS**

No items posted for consideration.
- IX. **NEW BUSINESS**

No items posted for consideration.
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. **OTHER ITEMS OF BUSINESS**
- XIV. Adjournment

(1) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING MINUTES
JULY 27, 2023**

I. Call to Order

Chairman Wormley called the meeting to order at 5:20 pm in the Kendall County Administrative Office Building, Rooms 209 and 210.

II. Roll Call

	Bachmann		Koukol
X	DeBolt		Peterson
	Flowers		Rodriguez
	Gengler		Shanley
X	Kellogg	X	Wormley

Commissioners DeBolt, Kellogg, and Wormley were all present.

III. Approval of Agenda

Commissioner Kellogg made a motion to approve the meeting agenda as presented. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

IV. Public Comments

No public comments were offered from citizens present.

V. Motion to Forward Claims to Commission for Approval

Commissioner DeBolt made a motion to forward claims to Commission. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

OLD BUSINESS

- A. Kendall County Intergovernmental Agreement – ARPA (Fund 1914) Funding Allocation Amendment**
- B. Capital Infrastructure and Equipment Replacements Schedule - Kubota RTV Quotes Received**

The Finance Committee reviewed and discussed YTD capital fund and capital projects budgets, and discussed the ARPA funding allocation amendments. Finance Chair Wormley provided a summary of ARPA - appropriate projects discussed.

The Finance Committee recommended a replacement schedule for District’s equipment priorities, and provided direction to budget for the quoted RTV in the FY24 budget.

NEW BUSINESS

A. Pickerill-Pigott Estate House – Construction Updates

I. IDNR Final Billing Statement – Final Draft

Director Guritz presented an updated IDNR Final Billing Statement. The District is waiting to receive the final pay request from Lite Construction.

II. Punch List Status

Director Guritz presented updates on the Pickerill Estate House punch list prioritized for completion prior to the July 15th event.

III. Building Security and Solar Panel Installations

Director Guritz updated the Finance Committee on the GRNE solar panel installation schedule and security system install.

Other Items of Business

Capital Projects Status Reports:

A. Little Rock Creek Dam Removal Project – Kendall County IGA Review Status and EPA Section 319

B. Hoover Well Pump – FTI – Variable Frequency Drive Replacement Updates

Director Guritz provided updates to the IGA between Kendall County and the Kendall County Forest Preserve District. The KC-SAO has completed its review, with all recommended changes accepted.

Director Guritz presented updates on the Hoover Forest Preserve FTI – Variable Frequency Drive update. The Finance Committee discussed recoding the replacement costs of the variable frequency drive and Hoover well pump as an ARPA project.

VI. Public Comments

No public comments were offered from citizens in attendance.

VII. Executive Session

Commissioner Kellogg made a motion to enter executive session at 6:12 pm under 2c21 of the Open Meetings Act for the purpose of discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. Seconded by Commissioner DeBolt. Roll call: Commissioners DeBolt, Kellogg, and Wormley, aye. Opposed, none.

Commissioner Kellogg made a motion to adjourn from executive session at. Seconded by Commissioner DeBolt. Aye, all. Opposed, none. Regular meeting reconvened at 6:14 pm.

VIII. Adjournment

Commissioner DeBolt made a motion to adjourn. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

Meeting adjourned at 6:15 pm.

Respectfully submitted,

David Guritz
Executive Director

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
AUGUST 2, 2023**

I. Call to Order

President DeBolt called the meeting to order at 7:18 pm in the Kendall County Office Building - Second Floor Board Meeting Rooms 209 and 210.

II. Pledge of Allegiance

The Pledge of Allegiance was recited at the start of the Kendall County Board Meeting.

III. Invocation

An invocation was offered at the start of the Kendall County Board Meeting.

IV. Roll Call

X	Bachmann	X	Koukol
X	DeBolt	X	Peterson
X	Flowers	X	Rodriguez
X	Gengler	X	Shanley
X	Kellogg	X	Wormley

Roll call: Commissioners Bachmann, Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt were all present.

V. Approval of Agenda

Commissioner Koukol made a motion to approve the agenda as presented. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. CONSENT AGENDA

A. Approval of Minutes

- Kendall County Forest Preserve District Commission Meeting of July 18, 2023

B. Approval of Claims in the Amount of \$24,328.88

C. MOTION: Approval of an Amended License Agreement with Millbrook Trail Rides, LLC for Trail Corridor Access beginning August 2, 2023 and Ending September 25, 2023 in the Amount of \$1.00 in Acknowledgement and Exchange of Mutual Benefit Received by Establishing a Turf Trail Corridor at Millbrook North Forest Preserve

D. MOTION: Approval of a Proposal from FTI for the Purchase and Installation of an Upgraded ACH 580 (104 Amp) Variable Frequency Drive Unit for the Hoover Forest Preserve Well Pump

in the Amount of \$2,340.00 Representing the Difference in Unit Price only Over the Previously Purchased and Installed Variable Frequency Drive Model ACH 580 (25 HP) Unit

Commissioner Gengler made a motion to approve the Consent Agenda. Seconded by Commissioner Wormley.

Motion: Commissioner Gengler
Second: Commissioner Wormley

Roll call: Consent Agenda

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

Roll call: Commissioners Bachmann, Flowers, Gengler, Kellogg, Koukol, Rodriguez, Peterson, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

VIII. OLD BUSINESS

No items posted for consideration.

IX. NEW BUSINESS

- A. **MOTION:** Approval of a Wire Wizard of Illinois Proposal for the Purchase and Installation of a Honeywell HN30040101D45PK Network Video Kit and Option #1 and Option #2 Surveillance Cameras for the Pickerill Estate House Security System in the Amount of \$1,400.00

Commissioner Kellogg made a motion to approve a Wire Wizard of Illinois Proposal for the Purchase and Installation of a Honeywell HN30040101D45PK Network Video Kit and Option #1 and Option #2 Surveillance Cameras for the Pickerill Estate House Security System in the Amount of \$1,400.00. Seconded by Commissioner Shanley.

Motion: Commissioner Kellogg
Second: Commissioner Shanley

Roll call: Wire Wizard Proposal Honeywell HN30040101D45PK

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

Roll call: Commissioners Bachmann, Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

- B. **MOTION:** Approval of a Wire Wizard of Illinois Proposal for the Purchase and Installation of a Public Address System Including Speakers with Motion Detectors for the Pickerill Estate House Security System in the Amount of \$949.00.

Commissioner Kellogg made a motion to approve a Wire Wizard of Illinois Proposal for the Purchase and Installation of a Public Address System Including Speakers with Motion Detectors for the Pickerill Estate House Security System in the Amount of \$949.00. Seconded by Commissioner Shanley.

Motion: Commissioner Kellogg					
Second: Commissioner Shanley					
Roll call: Wire Wizard Proposal Public Address System					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	
Motion unanimously approved.					

Roll call: Commissioners Bachmann, Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

X. Committee Chairman Reports: Commissioners Wormley (Finance) and Koukol (Operations)

Finance Chair Wormley reported the Finance Committee is in the process of working on planning remaining ARPA funded projects and FY24 equipment budget planning.

Operations Chair Koukol reported the August Operations meeting was cancelled and the Operations Committee is also in the discussion of an equipment replacement schedule.

XI. Public Comments

No public comments were offered from citizens in attendance.

XII. Executive Session

None.

XIII. Other Items of Business

None.

XIV. Adjournment

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Peterson. Aye, all. Opposed, Koukol. Meeting adjourned at 7:27 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

Claims Listing

8/9/2023 3:15:57 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	51	SYNCB/AMAZON	1PVJ-RMQR-LJPW	Ellis Hay Moisture Meter	19001161 68580	Grounds and Maintenance	\$96.99
						Sub-Total	\$96.99
					Ellis Barn	Total	\$96.99
Ellis Camps	541	FIRST NATIONAL BANK OF OMAHA	6660VickJuly2023	Vick Credit Card July 2023	19001163 63030	Program Supplies	\$201.34
						Sub-Total	\$201.34
					Ellis Camps	Total	\$201.34
Ellis Grounds	51	SYNCB/AMAZON	1JQW-7LNO-Y4M4	Ellis-Battery	19001162 68580	Grounds and Maintenance	\$132.00
	51	SYNCB/AMAZON	1KR1-M43M-14IX	Ellis-Magnetic Sweeper	19001162 68580	Grounds and Maintenance	\$63.47
	1060	JOHN DEERE FINANCIAL	111341567081523	Ellis-Pest control, traps	19001162 68580	Grounds and Maintenance	\$114.97
	1659	SHOREWOOD HOME & AUTO	01-375808	Ellis Spindle Repair	19001162 68580	Grounds and Maintenance	\$190.71
	1659	SHOREWOOD HOME & AUTO	374921	Filters for mower-Ellis	19001162 68580	Grounds and Maintenance	\$59.69
						Sub-Total	\$560.84
					Ellis Grounds	Total	\$560.84

Ellis House	541	FIRST NATIONAL BANK OF OMAHA	6660VickJuly2023	Vick Credit Card July 2023	19001160 62000	Office Supplies	\$24.43	
						Sub-Total	\$24.43	
	1323	MENARDS	76956	Ellis-Toilet paper	19001160 68580	Grounds and Maintenance	\$36.98	
						Sub-Total	\$36.98	
					Ellis House	Total	\$61.41	
Ellis Riding Lessons	529	EQUINE VETERINARY PRACTICE LLC	234994	Dante Vet	19001164 63000	Animal Care & Supplies	\$467.50	
	541	FIRST NATIONAL BANK OF OMAHA	3583GuritzJuly 2023	Guritz Credit Card July 2023	19001164 63000	Animal Care & Supplies	\$1,002.87	
	541	FIRST NATIONAL BANK OF OMAHA	6660VickJuly2023	Vick Credit Card July 2023	19001164 63000	Animal Care & Supplies	\$193.26	
						Sub-Total	\$1,663.63	
					Ellis Riding Lessons	Total	\$1,663.63	
Ellis Weddings	3131	GROOT INC	11057775T102	Waste and Recycling Services	19001168 63070	Refuse Pickup	\$119.79	
						Sub-Total	\$119.79	
						Ellis Weddings	Total	\$119.79
Environmental Education Camps	541	FIRST NATIONAL BANK OF OMAHA	3583GuritzJuly 2023	Guritz Credit Card July 2023	19001177 63030	Program Supplies	\$153.95	

Environmental Education Camps	4415	HENRY GRANHOLM	Popsicle Reimburse	Reimbursement for popsicles purchased	19001177 63030	Program Supplies	\$14.98
Forest Preserve Director	Environmental Education Camps						
	Total						
51		SYNCB/AMAZON	1LGJ-FVDL-3MJ3	Post its, adding machine and supplies	190011 62000	Office Supplies	\$80.72
541		FIRST NATIONAL BANK OF OMAHA	3583GuritzJuly 2023	Guritz Credit Card July 2023	190011 62000	Office Supplies	\$2.64
541		FIRST NATIONAL BANK OF OMAHA	5931WhiteJuly 2023	White Credit Card July 2023	190011 62000	Office Supplies	\$257.87
1304		MARCO TECHNOLOGIES, LLC	507853760-F	copier 7/28-8/28/23	190011 62000	Office Supplies	\$201.81
2170		ANTOINETTE WHITE	Reimburse Gatorade	Reimbursement for gatorade purchase	190011 62000	Office Supplies	\$16.00
4426		KARLA AND KARL HOINKES	Pickerill Reimburse	Reimbursement for Pickerill Memorabilia Case	190011 62000	Office Supplies	\$339.73
						Sub-Total	\$898.77
2047		COMED	09271171630815 23	ComEd Richard Young	190011 63510	Electric	\$23.94
2047		COMED	11231661020815 23	ComEd Jay Woods	190011 63510	Electric	\$23.13
2047		COMED	55147100050815 23	ComEd Harris Arena	190011 63510	Electric	\$28.75
2047		COMED	55147110020815 23	ComEd Harris	190011 63510	Electric	\$93.66
						Sub-Total	\$169.48

Forest Preserve Director	1665	SHAW MEDIA	10085118081523	Website hosting	190011 68430	Marketing / Publicity	\$59.99
						Sub-Total	\$59.99
	541	FIRST NATIONAL BANK OF OMAHA	3583GuritzJuly 2023	Guritz Credit Card July 2023	190011 68500	Project Fund Expenses	\$900.00
	695	GROUND EFFECTS INC	468869-000	Mulch for playground	190011 68500	Project Fund Expenses	\$85.05
	695	GROUND EFFECTS INC	486884-000	Mulch for playground	190011 68500	Project Fund Expenses	\$85.05
	695	GROUND EFFECTS INC	486893-000	Mulch for playground	190011 68500	Project Fund Expenses	\$85.05
	695	GROUND EFFECTS INC	486897-000	Mulch for playground	190011 68500	Project Fund Expenses	\$85.05
	695	GROUND EFFECTS INC	486900-000	Mulch for playground	190011 68500	Project Fund Expenses	\$85.05
	695	GROUND EFFECTS INC	486907-000	Mulch for playground	190011 68500	Project Fund Expenses	\$85.05
	1937	WIRE WIZARD OF ILLINOIS INC	360802	Alarm Installation at Pickerill	190711 68500	Project Fund Expenses	\$1,392.00
					Sub-Total	\$2,802.30	
1605	RIEMENSCHNEIDER ELECTRIC	13056	Pump circuit troubleshooting-Hoover	191411 68530	Preserve Improvements	\$130.00	
					Sub-Total	\$130.00	
				Forest Preserve Director	Total	\$4,060.54	
Grounds and Natural Resources	90	ATLAS BOBCAT	BW6353	Diesel Cap	19001183 62160	Equipment	\$13.31
	506	ELBURN NAPA, INC.	4860081523	Hoover Building, Grounds Equip	19001183 62160	Equipment	\$154.75
	541	FIRST NATIONAL BANK OF OMAHA	5931WhiteJuly 2023	White Credit Card July 2023	19001183 62160	Equipment	\$282.44

1060	JOHN DEERE FINANCIAL	1113-29745081523	Hoover, Grounds Supplies & Equipment	19001183 62160	Equipment	\$65.26
1950	YORKVILLE ACE & RADIO SHACK	400515081523	Oil	19001183 62160	Equipment	\$23.94
4419	MECHANICS LAB LLC	3517	GMC Sierra Repairs	19001183 62160	Equipment	\$150.00
4419	MECHANICS LAB LLC	3584	F350 Power Steering Repairs	19001183 62160	Equipment	\$367.54
					Sub-Total	\$1,057.24
678	GRAINCO FS, INC.	B0000422894	Fuel-Hoover	19001183 62180	Gasoline / Fuel / Oil	\$1,275.13
1060	JOHN DEERE FINANCIAL	1113-29745081523	Hoover, Grounds Supplies & Equipment	19001183 62180	Gasoline / Fuel / Oil	\$12.99
1153	KENDALL CO HIGHWAY DEPT	July 2023Fuel-Diesel	July 2023 Fuel, Diesel	19001183 62180	Gasoline / Fuel / Oil	\$1,508.23
					Sub-Total	\$2,796.35
51	SYNCB/AMAZON	1L31-TQVC-VHH6	Grounds uniforms	19001183 62400	Uniforms / Clothing	\$45.70
51	SYNCB/AMAZON	1P3K-MH4H-VP41	Grounds Uniforms	19001183 62400	Uniforms / Clothing	\$81.33
					Sub-Total	\$127.03
3131	GROOT INC	11057775T102	Waste and Recycling Services	19001183 63070	Refuse Pickup	\$430.10
					Sub-Total	\$430.10
541	FIRST NATIONAL BANK OF OMAHA	5931WhiteJuly 2023	White Credit Card July 2023	19001183 63110	Shop Supplies	\$318.20
					Sub-Total	\$318.20
1849	VERIZON	9939990907	Cell Phone Services	19001183 63540	Telephones	\$165.08

3837	T-MOBILE	98200824908152 3	Cell Phone Services	19001183 63540	Telephones	\$340.97
3837	T-MOBILE	99034511208152 3	Ooma Device Services	19001183 63540	Telephones	\$93.60
					Sub-Total	\$599.65
				Grounds and Natural Resources	Total	\$5,328.57
4416	KELLY PARKER	23-00166	MHL Sec Dep Return	19001171 63040	Security Deposit Refund	\$202.50
4417	SHANNIN BARTLETT	23-00040	MHL Sec Dep Return	19001171 63040	Security Deposit Refund	\$180.00
					Sub-Total	\$382.50
2047	COMED	07568101708152 3	ComEd Hoover Bathroom	19001171 63100	Electric	\$90.35
2047	COMED	19380210810815 23	ComEd Hoover Residence	19001171 63100	Electric	\$80.46
					Sub-Total	\$170.81
506	ELBURN NAPA, INC.	4860081523	Hoover Building, Grounds Equip	19001171 63120	Building Maintenance	\$9.24
1060	JOHN DEERE FINANCIAL	1113-29745081523	Hoover, Grounds Supplies & Equipment	19001171 63120	Building Maintenance	\$190.37
					Sub-Total	\$199.61
				Hoover	Total	\$752.92
3443	CHRISTA HARRISON	23-00208	Pickernill Sec Dep Return	19001184 63040	Security Deposit Refund	\$218.75
					Sub-Total	\$218.75

Pickerill - Pigott						
2047	COMED	55142280110815 23	ComEd Pickerill House	19001184 63100	Electric	\$278.24
2047	COMED	55142290270815 23	ComEd Pickerill	19001184 63100	Electric	\$14.16
					Sub-Total	\$292.40
				Pickerill - Pigott	Total	\$511.15
					Grand Total	\$13,526.11

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY AND
THE KENDALL COUNTY FOREST PRESERVE DISTRICT FOR THE
COMMITMENT OF KENDALL COUNTY FOX RIVER WATERHED ESCROW
FUNDS TO SERVE AS THE REQUIRED LOCAL MATCH TO A DISTRICT-
SPONSORED USEPA SECTION 319 GRANT APPLICATION FOR THE REMOVAL
OF THE LOW HEAD DAM AND RELATED SOIL EROSION CONTROL AND WATER
QUALITY IMPROVEMENT PROJECTS AT LITTLE ROCK CREEK
FOREST PRESERVE**

THIS INTERGOVERNMENTAL AGREEMENT (*“the Agreement”*) is by and between the County of Kendall, a unit of local government of the State of Illinois (*“Kendall County”*) and the Kendall County Forest Preserve District (*“District”*).

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the District and Kendall County (the *“parties”*) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, pursuant to the Downstate Forest Preserve District Act, "Any forest preserve district organized under this Act shall have the power to create forest preserves, and for that purpose shall have the power to acquire in the manner hereinafter provided, and hold lands containing one or more natural forests or parts thereof or land or lands connecting such forests or

parts thereof, or lands capable of being forested, or capable of being restored to a natural condition, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within such district, and to restore, restock, protect and preserve the natural forests and such lands together with their flora and fauna, as nearly as may be, in their natural state and condition, for the purpose of the education, pleasure, and recreation of the public.” 70 ILCS 805/5. “Any such District shall have power to . . . acquire, develop, improve and maintain waterways in conjunction with the district.” 70 ILCS 805/6; and

WHEREAS, on March 29, 2018, the District acquired the property known as Little Rock Creek Forest Preserve in Little Rock Township; and

WHEREAS, there is a breached low-head dam constructed of sheet pile and concrete located within the Preserve impacting the Little Rock Creek flow regime, water quality, and movement of conservative fish and mussel species located within the Preserve; and

WHEREAS, the District has retained Hey & Associates, Inc. to develop construction cost estimates, and the methods and approaches to remove the dam and complete related projects in order to mitigate Fox River stormwater impacts, improve water quality, conserve biological resources, and reduce flooding, erosion and pollution impacts, with said contract also including the development and submission of a USEPA Section 319 Nonpoint Source Management grant application on behalf of the District in order to fund sixty percent (60%) of the costs for the dam removal and related preserve shoreline restoration protection and soil erosion control improvement projects (**Exhibit A**). Hey & Associates’ total project cost estimate is \$841,403.33 (60%: \$504,842.00; 40%: \$336,561.33); 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 forty percent (40%) of the total

project costs for the proposed low head dam removal and associated watershed improvement projects; and

WHEREAS, Section 1300 of the Kendall County Stormwater Management Ordinance allows a developer to pay to Kendall County a fee in-lieu-of fulfilling certain runoff storage requirements for development projects; and

WHEREAS, any fees Kendall County collects pursuant to Section 1300 of the Kendall County Stormwater Management Ordinance are maintained by Kendall County in a separate fund for the particular watershed where the fee was collected and may be spent to plan, design, or construct an upgrade to existing or future stormwater management systems within that watershed; and

WHEREAS, Kendall County has assessed and collected fees-in-lieu totaling approximately \$389,800.00 for developments within the Fox River watershed; and

WHEREAS, Kendall County has determined that removal of the Little Rock Creek dam and related projects would improve stormwater management in the Fox Valley watershed; and

WHEREAS, Kendall County has determined that expending funds from the Fox River watershed fee-in-lieu fund for the Little Rock Creek dam removal and related projects would mitigate the effects of stormwater runoff; and

WHEREAS, Kendall County is hereby committing to fund, out of the Fox River watershed fee-in-lieu fund, the forty percent (40%) required local match upon award of a USEPA Section 319 grant to the District in order for the District to complete the dam removal and related shoreline protection and soil erosion control projects; 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 USEPA Section 319 grant agreement, if awarded.

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. Grant Application. The District shall, upon execution of this Agreement, complete and submit a USEPA Section 319 grant application. Award of the Section 319 grant will commit the required forty percent (40%) matching funding from the Kendall County Fox River Watershed Escrow account in an amount not to exceed \$336,561.33. The Kendall County Fox River Watershed Escrow account shall be the sole source of Kendall County's appropriation toward the dam removal and related projects. The amount appropriated shall not exceed \$336,561.33 nor shall it exceed 40% of project costs. If 40% of project costs is lower than \$336,561.33, that lower amount will be appropriated from the Kendall County Fox River Watershed Escrow. If the District is not awarded the Section 319 grant, Kendall County will be under no commitment to contribute any matching funds.

3. Maintenance. The District and Kendall County hereby agree that the restored and improved areas shall hereinafter be maintained by the District and the District alone. Further, the District shall be responsible for any future repair or replacement deemed necessary. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to finance, maintain, repair, replace, or otherwise control the resulting work.

4. Insurance. The District shall ensure that the District and each contractor and/or subcontractor performing work on the dam removal and related improvements 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 Kendall 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 Kendall County. Further, the District shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to Kendall County during the work.

5. 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

- 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 between the parties regarding its subject matter and is a full integration of the entire Agreement of the parties regarding its subject matter.
- 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 both parties acknowledged in writing.
- L. Relationship. Nothing contained in this Agreement, nor any act of the District or Kendall 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 Kendall County.
- M. Authority to Execute Agreement. The District and Kendall 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 Kendall 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 its performance of the dam removal and watershed improvement projects at Little Rock Creek and Maramech Forest Preserves.
- O. Compliance with State and Federal Laws. The District agrees to comply with all applicable federal, state and local laws and regulatory requirements in completing the dam removal and related projects. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- P. Prevailing Wage. 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 construction of any public work 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 for the construction of a public work. 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 District's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.

- Q. Non-Discrimination. The District, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. The District, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
- R. Certification. The District certifies that the District, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). The District further certifies by signing the Agreement that the District, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has the District made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on this 15th day of August, 2023.

County of Kendall, Illinois

**Kendall County Forest Preserve District,
Illinois**

By: _____
Chair, Kendall County Board

By: _____
President, Kendall County Forest Preserve
District

Date: _____

Date: _____

Attest:

Attest:

County Clerk

Secretary

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
DAM REMOVAL					
1	TREE AND BRUSH CLEARING	AC	0.3	\$ 30,000.00	\$ 9,000.00
2	SEEDING (DAM AREA)	SY	250	\$ 10.00	\$ 2,500.00
3	EROSION CONTROL BLANKET (DAM AREA)	SY	250	\$ 2.50	\$ 625.00
4	BANK RESTORATION ¹	LF	550	\$ 90.00	\$ 49,500.00
5	STONE TOE TREATMENT ²	LF	750	\$ 100.00	\$ 75,000.00
6	CONCRETE AND SHEETPILE REMOVAL	L SUM	1	\$ 90,000.00	\$ 90,000.00
7	STONE RIPRAP GRADE CONTROL RIFFLE	TON	1250	\$ 100.00	\$ 125,000.00
8	EMBANKMENT CULVERT	L SUM	1	\$ 10,000.00	\$ 10,000.00
9	LEVEE OPENING	L SUM	1	\$ 12,500.00	\$ 12,500.00
10	EMBANKMENT WIDENING ³	LF	350	\$ 125.00	\$ 43,750.00
11	ABUTMENT STONE RIP RAP PROTECTION	TON	20	\$ 100.00	\$ 2,000.00
12	WATER MANAGEMENT	L SUM	1	\$ 50,000.00	\$ 50,000.00
12	SOIL EROSION AND SEDIMENT CONTROL ALLOWANCE	L SUM	1	\$ 25,000.00	\$ 25,000.00
14	MOBILIZATION	L SUM	1	\$ 15,000.00	\$ 15,000.00
SUBTOTAL					\$ 509,875.00
GULLY STABILIZATION					
1	TREE TREE AND BRUSH CLEARING	AC	0.6	\$ 15,000.00	\$ 9,000.00
2	SEDIMENT BASIN EARTHWORK	CY	730	\$ 15.00	\$ 10,950.00
3	EROSION CONTROL BLANKET	SY	2930	\$ 2.50	\$ 7,325.00
4	SEDIMENT BASIN SEEDING	SY	2930	\$ 2.50	\$ 7,325.00
5	STONE RIPRAP CHECK DAM ¹	EACH	9	\$ 4,500.00	\$ 40,500.00
6	PROPERTY EDGE EROSION MANAGEMENT SEEDING	SY	478	\$ 2.50	\$ 1,194.44
7	MOBILIZATION	L SUM	1	\$ 5,000.00	\$ 5,000.00
SUBTOTAL					\$ 81,294.44
ENGINEERING AND PERMITTING		L SUM	1.0	\$ 110,000.00	\$ 110,000.00
CONTINGENCY		PERC	1	20%	\$ 140,233.89
TOTAL					\$ 841,403.33

GRANT REQUEST COST SUMMARY		
REQUESTED SECTION SECTION 319 FUNDS	60%	\$ 504,842.00
LOCAL MATCH FUNDS (COUNTY STORMWATER IMPACT FUND NOT TO EXCEED \$387,000)	40%	\$ 336,561.33
PROJECT TOTAL		\$ 841,403.33

LITE CONSTRUCTION

711 South Lake Street
 P.O. Box 135
 MONTGOMERY, IL 60538

(630) 896-7220
 Fax (630) 896-1304

TO Kluber Inc

 41 W Benton St

 Aurora, IL 60506

CHANGE ORDER

Number 11

PHONE	DATE
	7/26/23
JOB NAME/LOCATION	
Ken Pickerill House	
Renovations	
JOB NUMBER	JOB PHONE
EXISTING CONTRACT NO.	DATE OF EXISTING CONTRACT

We hereby agree to make the change(s) specified below:

Provide dimming switches

Valley Electric

\$4,261.00

Credit

(\$1,150.00)

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price ⇨

\$ 3,111 00

DATE 7/26/23

PREVIOUS CONTRACT AMOUNT \$

AUTHORIZED SIGNATURE (CONTRACTOR) *John Campbell*

REVISED CONTRACT TOTAL \$

ACCEPTED — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance _____

Signature _____ (OWNER)

PROPOSED CHANGE ORDER

Valley Electrical Contractors

Po Box 461
 Oswego, IL 60543
 Telephone: 630-554-6200
 Fax: 630-554-5543

CCN # 10327-5
CCN Date 5/8/2023
Date: 5/8/2023
Project Name: Ken Pickerill House
Project Number: 10327
Page Number: 1

Client Address:

Lite Construction
 110 W. Madison Street
 Yorkville, IL 60560

Work Description

We reserve the right to correct this quote for errors and omissions.

This change order is for the new PICO lighting control system. This also includes installing temporary switches as the lead times for the PICO devices are 3-4 weeks.

Itemized Breakdown

Description	Qty
20A 120-277V S/P SW (SG)	17
1G S/S SWITCH PLATE	17
DEMO SWITCH	17
Totals	51

Summary

General Materials		322.75
LIGHTING FIXTURES		2,567.32
Material Overhead	(@ 10.000 %)	289.01
Material Markup	(@ 5.000 %)	158.95
Material Total		3,338.03
JOURNEYMAN	(6.74 Hrs @ \$137.00)	923.38
Final Adjustment		-0.41
Final Amount		\$4,261.00

ORIGINAL

PROPOSED CHANGE ORDER

Valley Electrical Contractors

Po Box 461
Oswego, IL 60543
Telephone: 630-554-6200
Fax: 630-554-5543

CCN # 10327-6
CCN Date 8/7/2023
Date: 8/7/2023
Project Name: Ken Pickerill House
Project Number: 10327
Page Number: 1

Client Address:

Lite Construction

110 W. Madison Street
Yorkville, IL 60560

Work Description

We reserve the right to correct this quote for errors and omissions.

This PCO is for cost reference only, this is for labor to pull non existent 0-10 dimming wires down to switch locations.

Itemized Breakdown

Description	Qty
VALLEY ELECTRICIAN	
Totals	10

Summary

JOURNEYMAN (10 Hrs @ \$115.00)

Final Amount	1,150.00
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ORIGINAL