

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
OCTOBER 18, 2016**

I. Call to Order

President Wehrli called the meeting to order at 9:00 am in the Kendall County Board Room.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

Commissioner Prochaska offered an invocation for the meeting.

IV. Roll Call

Commissioners Cullick, Davidson, Gilmour, Gryder, Koukol, Prochaska, Shaw, and Wehrli all were present.

V. Approval of Agenda

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

Commissioner Purcell entered the meeting at 9:02 am.

VI. Citizens to Be Heard

Kendall County Sherriff Dwight Baird reported on research completed on complaints of encroachments received by his office for Henneberry Woods Forest Preserve. The only complaint received by his office was expressed by the concerned citizen at the last Commission meeting. The Sherriff's Office responded to the call, and engaged the individual riding an ATV within the forest preserve. The individual was warned by the responding officers, and complied with the order to exit the property.

VII. Approval of Minutes

Kendall County Forest Preserve Commission Meeting – October 4, 2016

Kendall County Forest Preserve District Finance Committee Meeting - October 12, 2016

Kendall County Forest Preserve District Committee of the Whole Meeting - October 12, 2016

Commissioner Cullick made a motion to approve the meeting minutes for the Forest Preserve Commission meeting held on October 4, 2016; the Forest Preserve Finance

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Committee meeting held on October 12, 2016, and the Forest Preserve Committee of the Whole meeting held on October 12, 2016. Seconded by Commissioner Prochaska.

All, aye. Opposed, none. Motion unanimously approved.

VIII. Approval of Claims in an Amount Not-to-Exceed \$14,877.37.

Commissioner Cullick made a motion to approve claims in an amount not-to-exceed \$14,877.37. Seconded by Commissioner Gryder.

Director Guritz reported that the Phase 1a buildout of the Hoover Nature Play Space has been completed. The Board of Commissioners will begin to see claims presented for supply purchases that will be fully reimbursed by a grant from the Forest Foundation of Kendall County, and a donation received from the parents of the Natural Beginnings Nature Preschool program. The project was accomplished entirely with the funds available and volunteer time donated by area contractors.

Commissioner Flowers entered the meeting at 9:04 am.

Roll call: Commissioners Cullick, Davidson, Flowers, Gilmour, Gryder, Koukol, Prochaska, Purcell, Shaw, and Wehrli, aye. Opposed, none.

IX. Motion Approving the Transfer of District Operating Funds to Kendall County for Payment of the Insurance Premium Assessed in FY 15 in the Amount of \$40,979.66

Commissioner Cullick made a motion to approve the transfer of District operating funds to Kendall County for payment of the insurance premium assessed in FY 15 in the amount of \$40,979.66. Seconded by Commissioner Gryder.

Roll call: Commissioners Cullick, Davidson, Flowers, Gilmour, Gryder, Koukol, Prochaska, Purcell, Shaw, and Wehrli, aye. Opposed, none.

X. Motion to Approve the Legal Notification and Publication of the Kendall County Forest Preserve District's Preliminary FY 16-17 Operating Budget and FY 16-17 2007 Bond Series Capital Fund Budget for Public Review and Filing with the Kendall County Clerk's Office

Commissioner Cullick made a motion to approve the publication of the Kendall County Forest Preserve District's preliminary FY 16-17 operating budget and FY 16-17 2007 bond series capital fund budget for public review and filing with the Kendall County Clerk's Office. Seconded by Commissioner Prochaska.

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President Wehrli stated that the preliminary budget was reviewed by the Committee of the Whole. The motion on the floor is to approve the posting of the preliminary budget for public review.

Director Guritz reported that the \$50,000 transfer contingency scheduled in the capital fund had been removed per Board direction received during the Committee of the Whole meeting.

Commissioner Purcell acknowledged receipt of an email from Director Guritz in response to questions posed concerning the schedule for salary increases included in the preliminary budget.

Roll call: Commissioners Cullick, Flowers, Gilmour, Prochaska, Purcell, Shaw, and Wehrli, aye. Opposed, Commissioners Davidson, Gryder, and Koukol. Motion carried by a vote of 7 to 3.

XI. Executive Session

Commissioner Cullick made a motion to enter into executive session under 2(c)5 of the Open Meetings Act for the purpose of discussing the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. Seconded by Commissioner Flowers.

Roll call: Commissioners Cullick, Davidson, Flowers, Gilmour, Gryder, Koukol, Prochaska, Purcell, Shaw, and Wehrli, aye. Opposed, none. Executive session called to order at 9:09 am.

Commissioner Cullick made a motion to adjourn from executive session. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

Regular meeting reconvened at 9:28 am.

XII. Other Items of Business

Director Guritz reported that the District is preparing for the 5K Monster Dash and Family Fun Day at Ellis House and Equestrian Center on October 29, 2016. The Family Fun Day will run from noon to 4 pm.

XIII. Citizens to Be Heard

No public comments were offered by those in attendance.

XIV. Adjournment

Commissioner Cullick made a motion to adjourn. Seconded by Commissioner Prochaska. Aye, all. Opposed, none. Meeting adjourned at 9:29 am.

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Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING MINUTES**

OCTOBER 27, 2016

I. Call to Order

Finance Committee Chairman Cullick called the meeting to order at 6:34 pm in the Kendall County Board Room. Chairman Cullick appointed Commissioner Prochaska to committee service for the meeting.

II. Roll Call

Commissioners Gryder, Prochaska, and Cullick all were present.

III. Approval of Agenda

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

IV. Citizens to be Heard

No public comments were offered by those in attendance.

V. Approval to Forward Claims in an Amount Not-to-Exceed \$15,118.60.

Commissioner Gryder made a motion to forward claims to Commission in an amount not-to-exceed \$15,118.60. Seconded by Commissioner Prochaska.

The Finance Committee reviewed the claims list.

Commissioner Gryder inquired into claim #201 totaling \$1,336.00 for Selective Insurance Company. Director Guritz reported that the claim is for the new flood insurance policy for the Ellis House required in order to receive the FEMA disbursement for flooding impacts.

Commissioner Prochaska inquired into claim #207 for Clean Tech of Illinois for \$650.00. Director Guritz stated that the charges incurred were for cleaning services for the Ellis House. The bill presented was reviewed, with a revised and lower invoice presented per contract terms. Director Guritz stated that the plan for the upcoming year is to begin to handle wedding event cleanup in-house.

Commissioner Prochaska inquired into claim #247 from Martenson Turf Products for the purchase of herbicide in the amount of \$277.50. Director Guritz reported that the District routinely purchases herbicide at concentration for application on trails, parking areas, and invasive species control.

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Commissioner Prochaska inquired into claim #237 for Kendall Plumbing and Heating in the amount of \$1,342.00. Director Guritz reported that Kendall Plumbing and Heating has been called in this year to provide guidance with preventative maintenance of the on-demand water heaters in the bunkhouses. Support was also needed with troubleshooting cleanout of debris buildup in the water supply system.

Commissioner Davidson entered the meeting at 6:40 pm.

Commissioner Prochaska inquired into claim #'s 243 and 244 for the repair of the Hoover Forest Preserve trailer (tire) and mower. Commissioner Davidson stated that one is for a tire repair. Director Guritz pulled the claim for review of the mower repairs performed.

Commissioner Gryder inquired into claim #245 for Plano Collision Center in the amount of \$410.53. Director Guritz reported that the grill on one of the District pickup trucks used for closing was damaged due to a collision with a Barred Owl.

Commissioner Cullick called the question. All, aye. Opposed, none.

VI. FY 16-17 Budget Updates

A. FY 16-17 Insurance Premium Costs and Deductibles

Director Guritz presented updates for the FY 16-17 operating budget. Director Guritz reported that the District's trash service will be re-bid in November in order to reduce costs based on trash service needs of the District. Director Guritz reported that the District will realize a savings of approximately \$4,500 for the FY 16 insurance claim deductible. This amount is partially offset by an increase for covering the cost of Ellis House flood insurance, recommending that the difference remain in the budget to cover potential costs for claims that may present in the coming year.

B. Kendall County Outdoor Education Canoe Purchases

Director Guritz reported that the Kendall County Outdoor Education Center is covering the costs for the purchase of 9 canoes, equipment and canoe trailer that will be stored at Hoover Forest Preserve for use in programs. There will be a resulting budget savings in District summer camp programs, and allows for expansion of public programming for Fox River canoe trips.

Commissioner Gryder inquired into the salary increase schedule included in the preliminary budget for the upcoming fiscal year. Director Guritz stated that the proposed increases will be reviewed by Commission in executive session on Tuesday, November 1, 2016 for review and discussion. Commissioner Gryder expressed concerns that the development of the salary schedule was not presented at the time the preliminary budget was presented. Director Guritz stated that he will meet with President Wehrli to review the proposed salary schedule next week for presentation to Commission in closed session

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during the Commission meeting on November 1, 2016. The salary schedule report takes time to pull together into a digestible format, but he was open to modifying process in subsequent years.

Commissioner Gryder expressed concerns that the process is not transparent. Director Guritz stated that the District is following the same process as the previous year. In the previous year, the salary increase schedule was not presented until after the approval of the budget. The approved budget did not include salary increases. Commission reviewed and approved the salary schedule after health insurance cost savings were confirmed following the open enrollment period. The budget was not amended following the approval of the salary increases for the year. Director Guritz further stated that the budget guidelines had been presented in September, and that the budget was developed around the guidelines presented at that time.

Following review of the proposed schedule, a final schedule will be presented to Commission during the Committee of the Whole, and scheduled for approval in open session at the second Commission meeting in November.

Commissioner Davidson stated that he would not be in support of salary increases over 2%.

Finance Committee Chairman Cullick stated that the preliminary salary increase schedule will also be reviewed by the Finance Committee following discussion on Tuesday prior to presentation to the Commission at the second November meeting.

Commissioner Davidson inquired into the capital fund schedule for Ellis House improvements.

Director Guritz stated that the 2007 capital fund balance is approximately \$1M. These funds are needed to address the Board's direction with respect to Millbrook Bridge, and to support the potential land acquisition closing costs for reimbursement if the District receives a 2016 OSLAD/LWCF grant. The District is still waiting to receive the \$750,000 grant reimbursement from the State of Illinois for the acquisition of Fox River Bluffs. Until this reimbursement is received, the District is not able to move forward on addressing other capital project priorities. For Ellis House and Equestrian Center, the capital budget presents revenues from the FEMA reimbursement offsetting a portion of the costs for roof replacement, painting, and sealing of the Ellis House exterior.

Commissioner Davidson stated that the new board needs to be seated, with the costs for operating Ellis House and Equestrian Center reviewed prior to presenting the scheduled capital improvements.

Director Guritz reported that the District is one of seven agencies that presented to the IDNR Advisory Board for review of the 2016 OSLAD/LWCF application earlier in the week.

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Director Guritz reported on discussions with the Kendall County Highway Department regarding the department's requirement to mitigate tree loss for the Eldamain Road widening project. The District is exploring the possibility of accepting the contribution of trees and seed that would be used to restore Henneberry Woods and Fox River Bluffs at a significant cost savings to both agencies.

VII. Illinois Clean Energy Community Foundation Grant – Plant Material Purchases

Director Guritz reported that the District is required to close out the Illinois Clean Energy Community Foundation Grant for the acquisition and restoration of Fox River Bluffs. Director Guritz reported that seed will be purchased totaling \$2,000.00 for application at Fox River Bluffs.

VIII. Executive Session

None.

IX. Citizens to be Heard

No public comments were offered by those in attendance.

X. Other Items of Business

Director Guritz reported that the District needs to expend the matching funds to satisfy the ComEd Green Region grant. Purchases will be made for restoration and prescribed burn equipment, and restoration supplies in order to close out the grant. All expenditures will be coded to capital.

XI. Citizens to Be Heard

None.

XII. Adjournment

Commissioner Prochaska made a motion to adjourn. Seconded by Commissioner Gryder. All, aye. Meeting adjourned at 7:13 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

COMBINED Supplemental Claims Listing

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
202 190816	SHAW MEDIA	09/2016	WEBSITE-SEPT 2016	10/27/16	27020006843	PROMOTION/PUBLICITY	59.99 59.99*
203 071545	GRAND RENTAL STATION	22745	PAINT SPRAYER RENTAL	10/27/16	27020006853	PRESERVE IMPROVEMENTS - G	97.50
204 071845	GROUND EFFECTS INC	352861,325722	STRAW BLANKET-STEPH	10/27/16	27020006853	PRESERVE IMPROVEMENTS - G	74.25
205 160985	PIZZO & ASSOC, LTD	SI-13373	STEPH GARDEN	10/27/16	27020006853	PRESERVE IMPROVEMENTS - G	83.60 255.35*

Total FOREST PRESERVE EXPENDITURE

1,725.59*

ELLIS HOUSE

206 010452	ADS, INC	NOV-JAN	ALARM - NOV-JAN	10/27/16	27021007076	UTILITIES - ELLIS HOUSE	274.05 274.05*
207 031216	CLEAN-TECH OF IL INC.	22609-REV	ELLIS CLEANING-SEPT	10/27/16	27021007080	GROUPS & MAINT - ELLIS H	650.00
208 060304	FIRST NATIONAL BANK OMAHA	M. VICK	OFFICE SUPPLIES / EL	10/27/16	27021007080	GROUPS & MAINT - ELLIS H	11.19
209 110008	K & K WELL DRILLING	20935	PEROXIDE-ELLIS	10/27/16	27021007080	GROUPS & MAINT - ELLIS H	70.00
210 130506	MENARDS	58694,59083	CLEANER, BAGS	10/27/16	27021007080	GROUPS & MAINT - ELLIS H	54.76
211 130506	MENARDS	58694,59083	BAGS	10/27/16	27021007080	GROUPS & MAINT - ELLIS H	1.19 787.14*

Total ELLIS HOUSE

1,061.19*

ELLIS BARN

212 010452	ADS, INC	NOV-JAN	ALARM - NOV-JAN	10/27/16	27021017076	UTILITIES - ELLIS BARN	274.05 274.05*
213 101297	JOHN DEERE FINANCIAL	10/21/16	HORSE SUPPLIES	10/27/16	27021017080	GROUPS & MAINT - ELLIS B	9.16 9.16*

Total ELLIS BARN

283.21*

ELLIS GROUNDS

214 101297	JOHN DEERE FINANCIAL	10/21/16	SPRINKLER, CLEANER	10/27/16	27021027080	GROUPS & MAINT - ELLIS G	104.60 104.60*
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Total ELLIS GROUNDS

104.60*

ELLIS CAMPS

215 061594	FOX VALLEY EQUINE PRACTICE	7573	SHADOW-CARE	10/27/16	27021107084	VET & FARRIER - ELLIS CAM	117.00 117.00*
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Total ELLIS CAMPS

117.00*

ELLIS RIDING LESSONS

216 130506	MENARDS	59903	FENCE SUPPLIES	10/27/16	27021117082	ANIMAL CARE & SUPPLIES -	51.53
217 130992	MINOORA GRAIN , LUMBER & SUPPL	236165	CONCRETE-SUNRISE	10/27/16	27021117082	ANIMAL CARE & SUPPLIES -	33.54 85.07*

Total ELLIS RIDING LESSONS

85.07*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
218 061594	FOX VALLEY EQUINE PRACTICE	7573	SHADOW-CARE	10/27/16	27021117084	VET & FARRIER - ELLIS RID	234.00
219 101300	JOHN RYAN HORSESHOEING	10/12/16	HORSE CARE	10/27/16	27021117084	VET & FARRIER - ELLIS RID	155.00
							389.00*

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Total ELLIS RIDING LESSONS

474.07*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
220 061594	FOX VALLEY EQUINE PRACTICE	7573	SHADOW-CARE	10/27/16	27021127084	VET & FERRIER - ELLIS B-D	117.00
221 101297	JOHN DEERE FINANCIAL	10/21/16	PLATES, ETC.	10/27/16	27021127087	PROG SUPPLIES - ELLIS B-D	117.00*
							83.38
							83.38*

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Total ELLIS BIRTHDAY PARTIES

200.38*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
222 010394	ACTION GRAPHIX LTD	2227	YARD SIGN-WEDDING	10/27/16	27021207081	PROMO/PUBLICITY - ELLIS W	46.00
223 020139	MARNE BAILEY	OCT 9 2016	EL SEC DEP RETURN	10/27/16	27021207088	ELLIS SECURITY DEPOSIT RE	100.00
224 021864	JONATHAN BRIDGE	OCT 1 2016	EL SEC DEP RETURN	10/27/16	27021207088	ELLIS SECURITY DEPOSIT RE	1,000.00
							1,100.00*

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Total ELLIS WEDDINGS

1,146.00*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
225 140937	NICOR	10/12/16	BLAZING STAR	10/27/16	27022006860	HOOVER - GAS	31.95
226 140937	NICOR	10/12/16-2	KINGFISHER	10/27/16	27022006860	HOOVER - GAS	31.44
227 140937	NICOR	10/12/16-3	HO ROKERY	10/27/16	27022006860	HOOVER - GAS	38.00
228 140937	NICOR	10/12/16-4	HO BASE	10/27/16	27022006860	HOOVER - GAS	33.46
229 140937	NICOR	10/11/16	HO MAINT. BLDG	10/27/16	27022006860	HOOVER - GAS	26.06
230 140937	NICOR	10/11/16-3	HO HOUSE	10/27/16	27022006860	HOOVER - GAS	16.43
231 140937	NICOR	10/13/16	MOONSEED	10/27/16	27022006860	HOOVER - GAS	2.04
232 140937	NICOR	10/11/16-5	MEADOWHAWK	10/27/16	27022006860	HOOVER - GAS	45.71
							225.09*

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Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
233 030794	CHAMPION ENERGY, LLC.	11/03/16	HO MULTIPLE	10/27/16	27022006861	HOOVER - ELECTRIC	68.16
234 031510	COMMONWEALTH EDISON	10/4/16	HO HOUSE	10/27/16	27022006861	HOOVER - ELECTRIC	58.67
235 031510	COMMONWEALTH EDISON	OCT 3 2016-2	HO BATHHOUSE	10/27/16	27022006861	HOOVER - ELECTRIC	45.47
236 031510	COMMONWEALTH EDISON	OCT 3 2016-3	HO MULTIPLE	10/27/16	27022006861	HOOVER - ELECTRIC	606.88
							779.18*

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Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
237 110530	KENDALL PLUMBING & HEATING	16024451	BUNKHOUSE REPAIRS	10/27/16	27022006864	HOOVER - BUILDING MAINTEN	1,342.00
238 211430	UNIQUE PRODUCTS & SERVICE	318462	BUNKHOUSE SUPPLIES	10/27/16	27022006864	HOOVER - BUILDING MAINTEN	794.18
							2,136.18*

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Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
239 230870	JENNIFER WIDMER	16-00276	FIREWOOD REFUND	10/27/16	27022007088	HOOVER SECURITY DEPOSIT R	50.00
240 265523	DAREN ORLOVE	16-00259	BUNKHOUSE SEC DEP RE	10/27/16	27022007088	HOOVER SECURITY DEPOSIT R	100.00
							150.00*

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Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
ENV ED NATURAL BEGINNINGS							
241 060304	FIRST NATIONAL BANK OMAHA	09-26-16-2	NB SUPPLIES	10/27/16	27023036849	ENV EDUC - NATURAL BEGINN	28.28 *** bantrim
242 230034	JESSICA VOSBURGH	10/7/16	PET SUPPLIES, TANK, BU	10/27/16	27023036849	ENV EDUC - NATURAL BEGINN	60.32 bantrim
							88.60*
							3,290.45*
Grounds & Natural Resources							
243 071807	GRAINCO F.S. INC	78003216	HO TRAILER TIRE	10/27/16	27025006216	EQUIP - GROUNDS & NATURAL	34.50 bantrim
244 101297	JOHN DEERE FINANCIAL	09/27/16	HO MOWER REPAIR	10/27/16	27025006216	EQUIP - GROUNDS & NATURAL	145.53 bantrim
245 161230	PLANO COLLISION CENTER INC	3898	F150 GRILLE REPAIR	10/27/16	27025006216	EQUIP - GROUNDS & NATURAL	410.53 bantrim
							590.56*
246 030540	CENTRAL LIMESTONE CO INC	7881-7883	GRAVEL-PRESERVES	10/27/16	27025006837	PRESERVE IMPROV - GR & NA	30.93 bantrim
247 130158	MARTENSON TURF PRODUCTS, INC	51963	HERBICIDE	10/27/16	27025006837	PRESERVE IMPROV - GR & NA	277.50 bantrim
248 140937	NICOR	10/11/16-2	HARRIS	10/27/16	27025006848	GAS - GROUNDS & NATURAL R	308.43*
							41.52 bantrim
							41.52*
							940.51*
FP Debt Service 2009							
249 111010	SCOTT N KOBAL	10/18/2016	OTHER EXPENSES	10/27/16	31020006650	OTHER EXPENSES	52.00 ** bantrim
250 230350	BRYON WALTERS	36-4169901	OTHER EXPENSES	10/27/16	31020006650	OTHER EXPENSES	1,500.00 bantrim
							1,552.00*
							1,552.00*

frmPrtClaim	Kendall County	Combined Supplemental Claims Listing	10/24/16	8:16:43 AM	Page 016		
Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
297 111010	SCOTT N KOBAL	10/18/2016	SEP, OCT, NOV 2016 FEE	10/27/16	95020006850	PROJECT FUND EXPENSES	1,448.00
298 190372	CHARLES H SCHRADER & ASSOC	OCTOBER 2016		10/27/16	95020006850	PROJECT FUND EXPENSES	2,687.00
FP BOND PROCEEDS 2007							
Total FP BOND PROCEEDS 2007							
GRAND TOTAL							

1,448.00 ** bantrim
 2,687.00 bantrim
 4,135.00*
4,135.00*
\$15,118.60

Owner Kendall County Forest Preserve District
Address 110 W. Madison Street
Yorkville, IL 60560
Route Fox Road
County Kendall
P.I.N. No. 05-06-201-001
02-31-300-014
Section 06-00137-00-DR

TEMPORARY CONSTRUCTION EASEMENT
(Governmental Entity)

Kendall County Forest Preserve District, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by Jeff Wehrli, its President, for and in consideration of Ten Dollars (\$10.⁰⁰), receipt of which is hereby acknowledged, does hereby represent that Grantor owns the fee simple title to and grants and conveys to the Kendall County Highway Department, (Grantee), a temporary construction easement for the purpose of constructing a drainage ditch and other highway purposes, on, over, and through the following described real estate:

That Part of the Southeast Quarter of Section 31, Township 37 North, Range 7 East and that Part of the Northeast Quarter of Section 6, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the intersection of the South Line of the former Burlington Northern and Santa Fe Railroad with the West Line of "River's Edge – Phase Two" in the City of Yorkville, Kendall County, Illinois; thence South 17°25'41" East, along said West Line, 721.12 feet; thence South 64°39'44" West, parallel with the centerline of Fox Road, 264.0 feet; thence South 17°25'41" East, 264.74 feet to the Northerly Line of Fox Road, being 35.0 feet (normally distant) northerly of said centerline for a point of beginning; thence South 64°39'44" West, along said Northerly Line, 400.0 feet; thence North 25°20'16" West, perpendicular to said Northerly Line, 25.0 feet; thence North 64°39'44" East, parallel with said Northerly Line, 403.47 feet to a line drawn North 17°25'41" West from the point of beginning; thence South 17°25'41" East, 25.24 feet to the point of beginning in Kendall Township, Kendall County, Illinois, and containing 0.2306 acre.

situated in the County of Kendall, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate 2 years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises in the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 1st day of November, 2016.

Attest:	<u>Kendall County Forest Preserve District</u> Name of Governmental Entity
By: _____ Signature	By: _____ Signature
_____ Print Name and Title	<u>Jeff Wehrli, President</u> Print Name and Title

State of Illinois)
) ss
County of Kendall)

This instrument was acknowledged before me on _____, 2016, by
_____ and _____
of _____.

(SEAL) _____
Notary Public

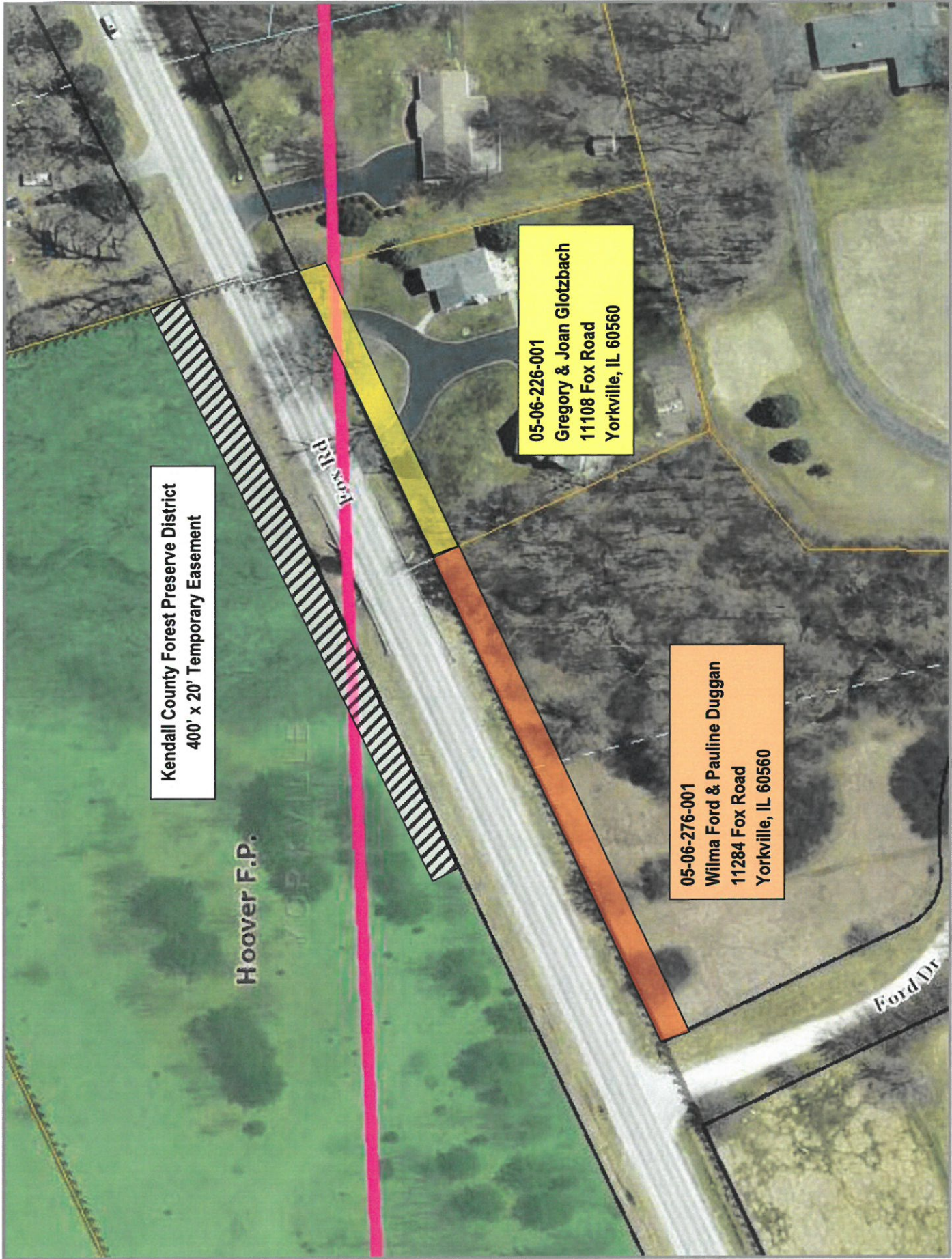
My Commission Expires: _____

Kendall County Forest Preserve District
400' x 20' Temporary Easement

Hoover F.P.

05-06-226-001
Gregory & Joan Glotzbach
11108 Fox Road
Yorkville, IL 60560

05-06-276-001
Wilma Ford & Pauline Duggan
11284 Fox Road
Yorkville, IL 60560



**INTERGOVERNMENTAL AGREEMENT REGARDING LEVIES AND
MAINTENANCE ACTIVITIES RELATED TO THE ROB ROY DRAINAGE DISTRICT
WITHIN KENDALL COUNTY FOREST PRESERVE DISTRICT PARCELS**

THIS INTERGOVERNMENTAL AGREEMENT (*the "Agreement"*) is by and between the Rob Roy Drainage District, a body politic and corporate ("*Drainage District*") and the Kendall County Forest Preserve District ("*Forest Preserve District*"), located in Kendall County, Illinois.

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 Drainage District and the Forest Preserve District (*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 The Illinois Drainage Code, 70 ILCS 605/3-24; and

WHEREAS, upon approval by the Court, Drainage Districts are empowered to cooperate and enter into agreements with units of local government for the formulation of plans and for the construction, operation and maintenance of any and all improvements for flood control, drainage, conservation, regulation, development, utilization and disposal of water and water resources or other purposes of the Act. Such agreements may provide for joint understandings for said

purposes and for contributions between the parties to execute any work agreed upon to carry out the provisions of the Act pursuant to 70 ILCS 605/4-27; and

WHEREAS, The Forest Preserve and Drainage District wish to enter into a mutually beneficial agreement, so that the lands and waterways along the subject Drainage District may be protected and enhanced for the citizens of Kendall County.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section I – Incorporation of Recitals

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.

Section II – Taxes and Assessments:

2. Pursuant to The Downstate Forest Preserve Act, 70 ILCS 805/5.2, the Parties agree that the Forest Preserve District shall not now, or in the future, be assessed any Special Assessments by the Drainage District. It is understood that the yearly Maintenance Assessment as approved by the Court is not barred by application of this paragraph. However, any Special Assessments, or one time and/or additional assessments, no matter what the title, shall be considered Special Assessments and be prohibited.

Section III – Cooperation in Maintenance of Drainage:

3. The Parties agree that any and all Forest Preserve Lands are under the authority and control of the Forest Preserve District pursuant to the Downstate Forest Preserve District Act. (70 ILCS 805/0.001, *et seq.*). As such, the Forest Preserve District must endeavor to protect their lands in accordance with the Act. However, this Agreement is being entered into in an

effort by both parties to cooperate with each other, while not seeking to diminish the rights of any party to meet its statutory objectives.

4. The Parties agree to accept the right-of-ways along and adjacent to the Rob Roy channel for the purpose of access to, and maintenance of, the Rob Roy channel as is determined and ordered by the Court in the present action.

5. The Forest Preserve District and the Drainage District shall make every effort to cooperate in the planning and execution of maintenance/construction activities that will either occur within the Forest Preserve District or have a direct effect upon Forest Preserve District lands.

6. This Agreement shall control any and all construction/maintenance to take place on Forest Preserve District lands and Drainage District right-of-ways existing upon such lands.

7. Pursuant to 70 ILCS 605/4-15.1, the Drainage District shall use all practicable means and measures, including consideration of alternative methods of providing the necessary drainage, to protect such environmental values as trees and fish and wildlife habitat, and to avoid erosion and pollution of the land, water or air. Further, the Drainage District shall provide the Forest Preserve District with its strategies and approaches that it will consider as best management practices for storm water management within stream corridors.

8. Whenever the Drainage District is planning any maintenance activities that will affect Forest Preserve District land, it shall provide such construction/maintenance plans to the President of the Kendall County Forest Preserve District ninety (90) days in advance of such planned activities so that the Forest Preserve Commission has time to determine if it is in agreement with such plans and the effect they will have. The Forest Preserve District shall not unreasonably withhold approval of a proposed maintenance or construction plan.

9. If The Forest Preserve District determines that the maintenance/construction plans will cause any unnecessary or detrimental effect on the conservation or protection of the natural resources found within such land, or are otherwise unacceptable, it shall communicate such concern to the Drainage District within thirty (30) days of receiving such plans. At that time the two parties shall endeavor to determine a mutually beneficial plan for such work to progress. No work shall occur until the parties have reached an agreement or it has been ordered under Paragraph 11 of Section III below.

10. Whenever the Forest Preserve District is planning any maintenance/construction activities that will take place on the established Drainage District right-of-ways, it too shall provide such construction/maintenance plans to the Drainage District ninety (90) days in advance of such activities so that the Drainage District has time to determine if such plans will have a detrimental effect on proper drainage. The Drainage District shall not unreasonably withhold approval of a proposed maintenance or construction plan.

11. If The Drainage District determines that the maintenance/construction plans will have a detrimental effect on proper drainage, it shall communicate such concern to the Forest Preserve District within thirty (30) days of receiving such plans. At that time the two parties shall endeavor to determine a mutually beneficial plan for such work to progress. No work shall occur until the parties have reached an agreement or it has been ordered under Paragraph 12 of Section III below.

12. Should the Forest Preserve District and the Drainage District be unable to agree on the method of work to be completed and/or the resulting effect on the natural resources found within such lands, and/or the resulting effect upon proper Drainage, they shall be authorized to bring the matter before the Circuit Court pursuant to 70 ILCS 605/4-26.

Section IV – Entry upon Forest Preserve Lands:

13. In the event of an emergency circumstance, Forrest Preserve District and/or Drainage District may undertake those acts and Complete that work necessary to respond to the emergency conditions without prior notification to the other party. The party undertaking emergency action shall notify the other party as soon as practical via phone, e-mail, physical meeting or other means of rapid communication, and shall provide information about the means, methods and undertakings of said party in responding to the emergency circumstances.

14. The Drainage District shall, upon compliance with the other provisions of this agreement, be allowed to enter upon Forest Preserve District lands and utilize the right-of-ways that have been approved by the Court. Any land disturbed by Drainage District activities shall be promptly restored as nearly as practicable to its former condition or returned to a condition acceptable to the Forest Preserve District upon project completion.

15. Prior to entry upon Forest Preserve District lands, the Drainage District shall provide no less than forty eight (48) hours notice to the Forest Preserve District and shall provide the purpose for such entry.

Section V – Withdrawal of Objections:

16. In consideration of the obligations undertaken in this agreement, the Kendall County Forest Preserve District shall withdraw its objections filed on June 15, 2016 in the matter of the Rob Roy Drainage District (Case No. 75 MC 1), pending in the Twenty Third Judicial Circuit, Kendall County, Illinois. Further, the Kendall County Forest Preserve District shall not object to the collection of a yearly Maintenance Assessment to pay the cost of repair, maintenance and operation of the system as approved by the Court. However, the Kendall County Forest Preserve District reserves the right to raise any future objections to Maintenance

Assessment rates requested or to attempts to modify, enlarge, or acquire further right-of-ways on its parcels. The Kendall County Forest Preserve District also reserves the right to file any necessary litigation or otherwise object to any future attempts to exercise Eminent Domain over Forest Preserve District property.

Section VI – Miscellaneous Provisions

17. This Agreement shall continue for a period of two (2) years after the last party's execution of this Agreement and will automatically renew for successive additional one (1) year terms unless terminated. Any party may terminate this intergovernmental agreement for cause by providing one-hundred-twenty (120) calendar days advance written notice to the other party and obtaining Court approval to ensure that an equitable division of rights and responsibilities for the land at issue is maintained.

18. This Agreement and the rights of the parties hereunder may not be assigned without consent (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assignees, any rights, remedies, obligations or liabilities under or by reason of such agreements.

19. The Drainage District shall indemnify, hold harmless and defend with counsel of the Kendall County Forest Preserve District's own choosing, the Kendall County Forest Preserve District, its officials, officers, employees, including their past, present, and future board members, elected officials and agents (collectively the "Forest Preserve District") from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to

property (collectively, the “Claims”), to the extent such Claims result from the performance of work by the Drainage District on Forest Preserve District land or those Claims are due to Drainage District’s failure to adequately perform its obligations pursuant to this Agreement and/or any act or omission, neglect, willful acts, errors or misconduct of the Drainage District in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting the Forest Preserve District from defending through the selection and use of its own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Forest Preserve District's participation in its defense shall not remove Drainage District's duty to indemnify, defend, and hold the Forest Preserve District harmless, as set forth above. The Forest Preserve District does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*), or similar law, by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

20. The Forest Preserve District shall indemnify, hold harmless and defend the Drainage District, its officials, officers, employees, including their past, present, and future Commission members, and agents (collectively the "Drainage District") from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the “Claims”), to the extent such Claims result from the performance of work by the Forest Preserve District on Drainage District right-of-ways or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct of the Forest Preserve District in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting the Drainage District from defending through the selection and use of its own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Drainage District's participation in its defense shall not remove the Forest Preserve District's duty to indemnify, defend, hold the Forest Preserve District harmless, as set forth above. The Forest Preserve District does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), or similar law, by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

21. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested. Copies of all notices from all parties must be forwarded to the Kendall County State's Attorney, 807 John Street, Yorkville, Illinois 60560.

If to the Drainage District: Rob Roy Drainage District
c/o Dodd & Maatuka
303 S. Mattis Avenue Suite 201,
Champaign, IL 61821

If to the Forest Preserve: President of the Kendall County Forest Preserve
110 W. Madison Street
Yorkville, Illinois 60560

22. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This

Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

23. It is understood and agreed that for the purposes of any work done by the Drainage district and its agents on Forest Preserve District land, the Drainage District is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve District. Drainage District understands and agrees that Drainage District is solely responsible for paying all wages, benefits and any other compensation due and owing to Drainage District's officers, employees, and agents for the performance of services that take place on Forest Preserve District land under this Agreement. Drainage District further understands and agrees that it is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Drainage District's officers, employees and/or agents who perform such services. Drainage District also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Drainage District, Drainage District's officers, employees and agents and agrees that the Forest Preserve District is not responsible for providing any insurance coverage for the benefit of Drainage District, Drainage District's officers, employees and agents.

24. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. If any provision of this Agreement shall be declared 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 Agreement, and in either case the validity,

legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.

25. To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a “public work” as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

26. The Drainage District agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and/or agents and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

27. The Drainage District shall notify J.U.L.I.E. for public utility locations at least 48 hours prior to commencement of maintenance and/or construction activities so that they may locate and stake out any buried services. Any services or utilities damaged by the Drainage District will have to be replaced and/or repaired at the Drainage District’s expense.

28. 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.

29. Following approval by the Forest Preserve District and Drainage District, this Agreement shall be submitted for approval to the Circuit Court of the Twenty Third Judicial Circuit, Kendall County, Illinois, and upon approval thereof shall be being upon the parties hereto, their successors and assigns.

30. The Drainage District and the Forest Preserve District 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 corporate and/or governmental action to execute this Agreement;

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the last date listed below.

Rob Roy Drainage District

Kendall County Forest Preserve District

By: _____
Commissioner

By: _____
President, Kendall County Forest Preserve District

By: _____
Commissioner

Attest:

By: _____
Commissioner

Secretary

Date _____

Date _____

**INTERGOVERNMENTAL AGREEMENT REGARDING LEVIES AND
MAINTENANCE ACTIVITIES RELATED TO THE MORGAN CREEK DRAINAGE
DISTRICT WITHIN KENDALL COUNTY FOREST PRESERVE DISTRICT PARCELS**

THIS INTERGOVERNMENTAL AGREEMENT (*the "Agreement"*) is by and between the Morgan Creek Drainage District, a body politic and corporate ("*Drainage District*") and the Kendall County Forest Preserve District ("*Forest Preserve District*"), located in Kendall County, Illinois.

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 Drainage District and the Forest Preserve District (*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 The Illinois Drainage Code, 70 ILCS 605/3-24; and

WHEREAS, upon approval by the Court, Drainage Districts are empowered to cooperate and enter into agreements with units of local government for the formulation of plans and for the construction, operation and maintenance of any and all improvements for flood control, drainage, conservation, regulation, development, utilization and disposal of water and water resources or other purposes of the Act. Such agreements may provide for joint understandings for said

purposes and for contributions between the parties to execute any work agreed upon to carry out the provisions of the Act pursuant to 70 ILCS 605/4-27; and

WHEREAS, The Forest Preserve District and Drainage District wish to enter into a mutually beneficial agreement, so that the lands and waterways along the subject Drainage District may be protected and enhanced for the citizens of Kendall County.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section I – Incorporation of Recitals

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.

Section II – Taxes and Assessments:

2. Pursuant to The Downstate Forest Preserve Act, 70 ILCS 805/5.2, the Parties agree that the Forest Preserve District shall not now, or in the future, be assessed any Special Assessments by the Drainage District. It is understood that the yearly Maintenance Assessment as approved by the Court is not barred by application of this paragraph. However, any Special Assessments, or one time and/or additional assessments, no matter what the title, shall be considered Special Assessments and be prohibited.

Section III – Cooperation in Maintenance of Drainage:

3. The Parties agree that any and all Forest Preserve District Lands are under the authority and control of the Forest Preserve District pursuant to the Downstate Forest Preserve District Act. (70 ILCS 805/0.001, *et seq.*). As such, the Forest Preserve District must endeavor to protect their lands in accordance with the Act. However, this Agreement is being entered into in

an effort by both parties to cooperate with each other, while not seeking to diminish the rights of any party to meet its statutory objectives.

4. The Parties agree to accept the right-of-ways along and adjacent to Morgan Creek for the purpose of access to, and maintenance of, the Morgan Creek channel as is determined and ordered by the Court in the present action.

5. The Forest Preserve District and the Drainage District shall make every effort to cooperate in the planning and execution of maintenance/construction activities that will either occur within the Forest Preserve District or have a direct effect upon Forest Preserve District lands.

6. This Agreement shall control any and all construction/maintenance to take place on Forest Preserve District lands and Drainage District right-of-ways existing upon such lands.

7. Pursuant to 70 ILCS 605/4-15.1, the Drainage District shall use all practicable means and measures, including consideration of alternative methods of providing the necessary drainage, to protect such environmental values as trees and fish and wildlife habitat, and to avoid erosion and pollution of the land, water or air. Further, the Drainage District shall provide the Forest Preserve District with its strategies and approaches that it will consider as best management practices for storm water management within stream corridors.

8. Whenever the Drainage District is planning any maintenance activities that will affect Forest Preserve District land, it shall provide such construction/maintenance plans to the President of the Kendall County Forest Preserve District ninety (90) days in advance of such planned activities so that the Forest Preserve Commission has time to determine if it is in agreement with such plans and the effect they will have. The Forest Preserve District shall not unreasonably withhold approval of a proposed maintenance or construction plan.

9. If The Forest Preserve District determines that the maintenance/construction plans will cause any unnecessary or detrimental effect on the conservation or protection of the natural resources found within such land, or are otherwise unacceptable, it shall communicate such concern to the Drainage District within thirty (30) days of receiving such plans. At that time the two parties shall endeavor to determine a mutually beneficial plan for such work to progress. No work shall occur until the parties have reached an agreement or it has been ordered under Paragraph 11 of Section III below.

10. Whenever the Forest Preserve District is planning any maintenance/construction activities that will take place on the established Drainage District right-of-ways, it too shall provide such construction/maintenance plans to the Drainage District ninety (90) days in advance of such activities so that the Drainage District has time to determine if such plans will have a detrimental effect on proper drainage. The Drainage District shall not unreasonably withhold approval of a proposed maintenance or construction plan.

11. If The Drainage District determines that the maintenance/construction plans will have a detrimental effect on proper drainage, it shall communicate such concern to the Forest Preserve District within thirty (30) days of receiving such plans. At that time the two parties shall endeavor to determine a mutually beneficial plan for such work to progress. No work shall occur until the parties have reached an agreement or it has been ordered under Paragraph 12 of Section III below.

12. Should the Forest Preserve District and the Drainage District be unable to agree on the method of work to be completed and/or the resulting effect on the natural resources found within such lands, and/or the resulting effect upon proper Drainage, they shall be authorized to bring the matter before the Circuit Court pursuant to 70 ILCS 605/4-26.

Section IV – Entry upon Forest Preserve Lands:

13. In the event of an emergency circumstance, Forrest Preserve District and/or Drainage District may undertake those acts and Complete that work necessary to respond to the emergency conditions without prior notification to the other party. The party undertaking emergency action shall notify the other party as soon as practical via phone, e-mail, physical meeting or other means of rapid communication, and shall provide information about the means, methods and undertakings of said party in responding to the emergency circumstances.

14. The Drainage District shall, upon compliance with the other provisions of this agreement, be allowed to enter upon Forest Preserve District lands and utilize the right-of-ways that have been approved by the Court. Any land disturbed by Drainage District activities shall be promptly restored as nearly as practicable to its former condition or returned to a condition acceptable to the Forest Preserve District upon project completion.

15. Prior to entry upon Forest Preserve District lands, the Drainage District shall provide no less than forty eight (48) hours notice to the Forest Preserve District and shall provide the purpose for such entry.

Section V – Withdrawal of Objections:

16. In consideration of the obligations undertaken in this agreement, the Kendall County Forest Preserve District shall withdraw its objections filed on June 15, 2016 in the matter of the Morgan Creek Drainage District (No. 2014 MC 1), pending in the Twenty Third Judicial Circuit, Kendall County, Illinois. Further, the Kendall County Forest Preserve District shall not object to the collection of a yearly Maintenance Assessment to pay the cost of repair, maintenance and operation of the system as approved by the Court. However, the Kendall County Forest Preserve District reserves the right to raise any future objections to Maintenance

Assessment rates requested or to attempts to modify, enlarge, or acquire further right-of-ways on its parcels. The Kendall County Forest Preserve District also reserves the right to file any necessary litigation or otherwise object to any future attempts to exercise Eminent Domain over Forest Preserve District property.

Section VI – Miscellaneous Provisions

17. This Agreement shall continue for a period of two (2) years after the last party's execution of this Agreement and will automatically renew for successive additional one (1) year terms unless terminated. Any party may terminate this intergovernmental agreement for cause by providing one-hundred-twenty (120) calendar days advance written notice to the other party and obtaining Court approval to ensure that an equitable division of rights and responsibilities for the land at issue is maintained.

18. This Agreement and the rights of the parties hereunder may not be assigned without consent (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assignees, any rights, remedies, obligations or liabilities under or by reason of such agreements.

19. The Drainage District shall indemnify, hold harmless and defend with counsel of the Kendall County Forest Preserve District's own choosing, the Kendall County Forest Preserve District, its officials, officers, employees, including their past, present, and future board members, elected officials and agents (collectively the "Forest Preserve District") from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to

property (collectively, the “Claims”), to the extent such Claims result from the performance of work by the Drainage District on Forest Preserve District land or those Claims are due to Drainage District’s failure to adequately perform its obligations pursuant to this Agreement and/or any act or omission, neglect, willful acts, errors or misconduct of the Drainage District in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting the Forest Preserve District from defending through the selection and use of its own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Forest Preserve District's participation in its defense shall not remove Drainage District's duty to indemnify, defend, and hold the Forest Preserve District harmless, as set forth above. The Forest Preserve District does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*), or similar law, by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

20. The Forest Preserve District shall indemnify, hold harmless and defend the Drainage District, its officials, officers, employees, including their past, present, and future Commission members, and agents (collectively the "Drainage District") from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the “Claims”), to the extent such Claims result from the performance of work by the Forest Preserve District on Drainage District right-of-ways or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct of the Forest Preserve District in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting the Drainage District from defending through the selection and use of its own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Drainage District's participation in its defense shall not remove the Forest Preserve District's duty to indemnify, defend, hold the Forest Preserve District harmless, as set forth above. The Forest Preserve District does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), or similar law, by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

21. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested. Copies of all notices from all parties must be forwarded to the Kendall County State's Attorney, 807 John Street, Yorkville, Illinois 60560.

If to the Drainage District: Morgan Creek Drainage District
c/o Dodd & Maatuka
303 S. Mattis Avenue Suite 201,
Champaign, IL 61821

If to the Forest Preserve: President of the Kendall County Forest Preserve
110 W. Madison Street
Yorkville, Illinois 60560

22. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This

Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

23. It is understood and agreed that for the purposes of any work done by the Drainage district and its agents on Forest Preserve District land, the Drainage District is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve District. Drainage District understands and agrees that Drainage District is solely responsible for paying all wages, benefits and any other compensation due and owing to Drainage District's officers, employees, and agents for the performance of services that take place on Forest Preserve District land under this Agreement. Drainage District further understands and agrees that it is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Drainage District's officers, employees and/or agents who perform such services. Drainage District also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Drainage District, Drainage District's officers, employees and agents and agrees that the Forest Preserve District is not responsible for providing any insurance coverage for the benefit of Drainage District, Drainage District's officers, employees and agents.

24. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. If any provision of this Agreement shall be declared 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 Agreement, and in either case the validity,

legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.

25. To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a “public work” as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

26. The Drainage District agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and/or agents and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

27. The Drainage District shall notify J.U.L.I.E. for public utility locations at least 48 hours prior to commencement of maintenance and/or construction activities so that they may locate and stake out any buried services. Any services or utilities damaged by the Drainage District will have to be replaced and/or repaired at the Drainage District’s expense.

28. 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.

29. Following approval by the Forest Preserve District and Drainage District, this Agreement shall be submitted for approval to the Circuit Court of the Twenty Third Judicial Circuit, Kendall County, Illinois, and upon approval thereof shall be being upon the parties hereto, their successors and assigns.

30. The Drainage District and the Forest Preserve District 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 corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the last date listed below.

Morgan Creek Drainage District

Kendall County Forest Preserve District

By: _____
Commissioner

By: _____
President, Kendall County Forest Preserve District

By: _____
Commissioner

Attest:

By: _____
Commissioner

Secretary

Date

Date



Prairie Moon® Nursery

32115 Prairie Lane
Winona, MN 55987
Direct Line: 507-205-4205
Toll Free: 866-417-8156

October 31, 2016

David Guritz
Kendall County Forest Preserve
110 W Madison St
Yorkville, IL 60560
630-553-4131

Dear David,

Prairie Moon Nursery will provide a custom seed mix to Kendall County Forest Preserve for \$2,000.

Final seed mix shall consist of a species mix native to the Northern Illinois region, adapted to drier soils with part shade for a woodland edge/savanna habitat restoration project.

Prairie Moon will work with the District to finalize the total seed mix quantity based on final species selections.

The attached seed mix shall serve as the base order, and Prairie Moon Nursery will work with the District to allow for substitutions and enhancements for the final mix.

Sincerely,

Kaitlyn O'Connor
Education and Outreach Specialist
Prairie Moon Nursery

Prairie Moon Nursery
 32115 Prairie Lane
 Winona, MN 55987
 866 417-8156
 www.prairiemoon.com

WOOD EDGE/SAVANNA CUSTOM MIX BASED ON SWEACRE

#19591 SWEACRE

Description	Qty		Price	Unit price	/sq. ft.	% by ct.
Carex molesta	2.940	OZ	35.28	12.00/OZ	1.7	2.03
Field Oval Sedge						
Diarrhena obovata	5.880	OZ	88.20	15.00/OZ	0.3	0.41
Beak Grass						
Elymus hystrix	8.313	OZ	77.89	9.37/OZ	1.5	1.75
Bottlebrush Grass PLS						
Elymus virginicus	0.779	LB	9.35	12.00/LB	1.2	1.45
Virginia Wild Rye PLS						
Schyzachyrium scoparium	6.403	OZ	9.60	1.50/OZ	2.2	2.66
Little Bluestem PLS						
Totals of GRASSES, SEDGES & RUSHES :	60.304	OZ				
	3.769	LB	\$468.74			13.87
<hr/>						
Totals of this mix :	124.189	OZ				
	7.762	LB	\$1989.47			100.00

Seeding rate: 83 seeds per Sq. ft.

FORBS

Description	Qty	Price	Unit price	/sq. ft.	% by ct.
Agastache foeniculum	2.940 OZ	44.10	15.00/OZ	6.1	7.32
Anise Hyssop					
Allium canadense	4.410 OZ	52.92	12.00/OZ	0.1	0.07
Wild Garlic					
Anemone virginiana	1.601 OZ	64.03	40.00/OZ	1.0	1.24
Tall Thimbleweed					
Aquilegia canadensis	2.940 OZ	88.20	30.00/OZ	2.6	3.09
Columbine					
Aster prenanthoides	1.470 OZ	44.10	30.00/OZ	4.0	4.88
Crooked-stemmed Aster					
Blephilia ciliata	0.735 OZ	58.80	80.00/OZ	6.7	8.14
Downy Wood Mint					
Campanula americana	2.205 OZ	88.20	40.00/OZ	8.6	10.38
Tall Bellflower					
Dodecatheon meadia	1.470 OZ	117.60	80.00/OZ	2.0	2.44
Midland Shooting Star					
Echinacea purpurea	3.202 OZ	6.02	1.88/OZ	0.5	0.58
Purple Coneflower					
Gentiana flavida	0.800 OZ	32.02	40.00/OZ	2.6	3.10
Cream Gentian					
Kuhnia eupatorioides	1.601 OZ	16.01	10.00/OZ	1.2	1.42
False Boneset					
Osmorhiza claytonii	5.770 OZ	144.24	25.00/OZ	0.3	0.40
Sweet Cicely					
Penstemon digitalis	1.470 OZ	22.05	15.00/OZ	4.4	5.29
Foxglove Beardtongue					
Polemonium reptans	2.205 OZ	176.40	80.00/OZ	0.9	1.10
Jacob's Ladder					
Polygonatum biflorum	5.145 OZ	102.90	20.00/OZ	0.1	0.11
Solomon's Seal					
Polygonum virginianum	2.940 OZ	88.20	30.00/OZ	0.2	0.28
Woodland Knotweed					
Pycnanthemum verticillatum var. pilosum	2.940 OZ	58.80	20.00/OZ	12.5	15.05
Hairy Mountain Mint					
Rudbeckia hirta	3.675 OZ	11.02	3.00/OZ	7.8	9.36
Black-eyed Susan					
Rudbeckia triloba	2.206 OZ	13.23	6.00/OZ	1.7	2.08
Brown-eyed Susan					
Scrophularia marilandica	1.470 OZ	14.70	10.00/OZ	5.7	6.92
Late Figwort					
Silene stellata	1.601 OZ	96.05	60.00/OZ	1.1	1.33
Starry Champion					
Smilacina racemosa	5.880 OZ	88.20	15.00/OZ	0.1	0.07
Solomon's Plume					
Taenidia integerrima	0.800 OZ	40.02	50.00/OZ	0.1	0.13
Yellow Pimpernel					
Zizia aurea	4.410 OZ	52.92	12.00/OZ	1.1	1.34
Golden Alexanders					
Totals of FORBS :	63.885 OZ				
	3.993 LB	\$1520.73			86.13

GRASSES, SEDGES & RUSHES

Description	Qty	Price	Unit price	/sq. ft.	% by ct.
Bromus kalmii	9.602 OZ	72.02	7.50/OZ	1.8	2.13
Prairie Brome PLS					
Bromus pubescens	0.735 LB	88.20	120.00/LB	2.1	2.47
Hairy Wood Chess PLS					
Carex blanda	1.470 OZ	44.10	30.00/OZ	0.4	0.51
Common Wood Sedge					
Carex gracilescens	1.470 OZ	44.10	30.00/OZ	0.4	0.47
Slender Wood Sedge					