



FOREST PRESERVE DISTRICT OF KANE COUNTY

LAND ACQUISITION COMMITTEE AGENDA

Chairman, Jarett Sanchez	<input type="checkbox"/>	Deborah Allan	<input type="checkbox"/>	Anita Lewis	<input type="checkbox"/>
President, Christopher Kious	<input type="checkbox"/>	Mark Davoust	<input type="checkbox"/>	John Martin	<input type="checkbox"/>
Treasurer Drew Frasz	<input type="checkbox"/>	Ron Ford	<input type="checkbox"/>	Ken Shepro	<input type="checkbox"/>
Executive Director, Monica Meyers	<input type="checkbox"/>				

Thursday

8:30 AM

August 26, 2021

- I. **Call to Order**
- II. **Approval of Minutes from July 29, 2021**
- III. **Public Comment (Each Speaker is limited to three minutes)**
- IV. **Closed Session to Discuss Land Acquisition, Contracts, Litigation and Personnel**
- V. **New or Unfinished Business**
 - A. **Presentation and Approval of an Intergovernmental Easement Agreement with Pingree Grove and Countryside Fire District on a Portion of Bowes Creek Woods Forest Preserve**
- VI. **Communications**
- VII. **Chairman's Comments**
- VIII. **Adjournment**

Adjournment until: **Thursday, September 30, 2021 at 8:30 a.m. at the Forest Preserve District Administration Offices 1996 S. Kirk Road, Suite 320 Geneva, Illinois**



AGENDA MEMORANDUM

DATE: August 26, 2021

TO: Forest Preserve District Land Acquisition Committee

FROM: Ken Anderson Jr., Chief of Planning & Operations
Monica Meyers, Executive Director

VIA: Ken Stanish, Chief Financial Officer

SUBJECT: Presentation and Approval of an Intergovernmental Easement Agreement with Pingree Grove and Countryside Fire District on a Portion of Bowes Creek Woods Forest Preserve

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider approving an Intergovernmental Easement Agreement with Pingree Grove and Countryside Fire Protection District (PGCFPD) and Forest Preserve District of Kane County (District) for drainage improvements on a portion of Bowes Creek Woods Forest Preserve.

BACKGROUND:

PGCFPD is in the process of constructing a new fire station on the east side of Dittman Road, across from Bowes Creek Woods Forest Preserve. A new 12-inch drainage pipe connecting the fire station to Bowes Creek is required as part of the site improvements and stormwater management permit.

PGCFPD had been in discussion with the adjacent and downstream property owner to secure a drainage easement to provide a positive outlet to Bowes Creek, but was unsuccessful. PGCFPD then contacted the Kane County Division of Transportation (KDOT) to see if it would be possible to install said 12-inch pipe within the Dittman Road Right of Way, but the Right of Way is prescriptive and said improvements per KDOT are not a permitted use. PGCFPD then approached the District to ascertain if a drainage easement for the installation of a 12-inch drainage pipe is a possibility.

It has been the District's past practice to work with other governmental agencies to solve problems for the benefit of its fellow agencies and their residents. District staff worked with PGCFPD staff to develop the proposed Intergovernmental Easement Agreement. This agreement has been reviewed and found acceptable by our legal counsel.

PGCFPD will be responsible for the maintenance of the new line and a section of the ditch where the pipe is daylighting to include any erosion. The District has reserved the right to connect into the upgraded drainage line if needed in the future.

FINANCIAL IMPACT:

There is no financial impact to the District.

RECOMMENDATION:

Staff recommends the Committee approve the Intergovernmental Easement Agreement with the Pingree Grove and Countryside Fire Protection District for drainage improvements on a portion of Bowes Creek Woods Forest Preserve.

ATTACHMENTS: *Countywide Map*
 Intergovernmental Easement Agreement
 Exhibit

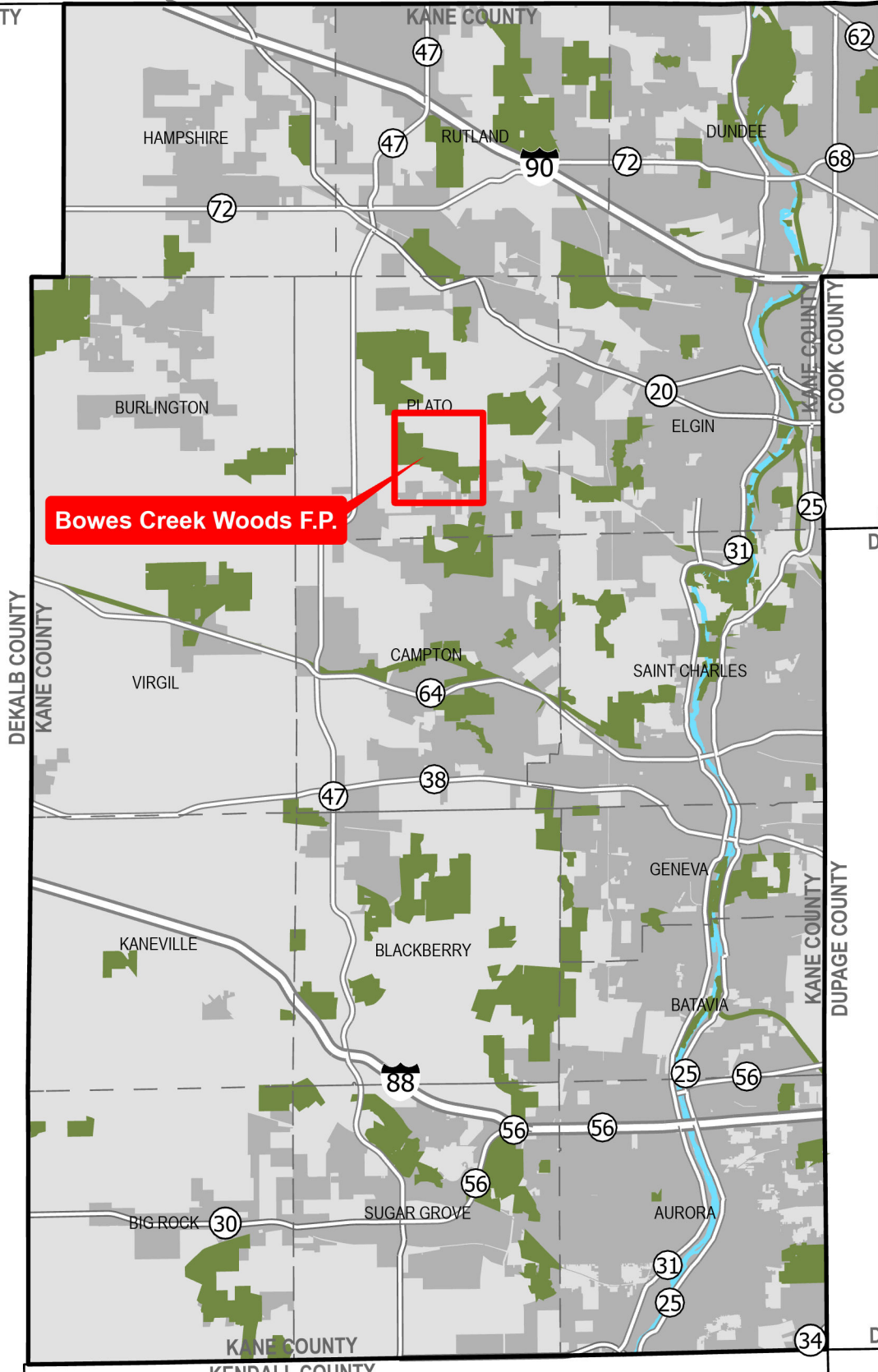


Bowes Creek Woods F.P.

County Location Map
Elgin, IL

MCHENRY COUNTY
DEKALB COUNTY

MCHENRY COUNTY



Bowes Creek Woods F.P.

COOK COUNTY
DUPAGE COUNTY

DEKALB COUNTY
KANE COUNTY

COOK COUNTY
KANE COUNTY

KANE COUNTY
DUPAGE COUNTY

KANE COUNTY
KENDALL COUNTY

DUPAGE COUNTY
WILL COUNTY



**INTERGOVERNMENTAL EASEMENT AGREEMENT BETWEEN
THE FOREST PRESERVE DISTRICT OF KANE COUNTY AND THE
PINGREE GROVE & COUNTRYSIDE FIRE PROTECTION DISTRICT**

THIS EASEMENT AGREEMENT is entered into this ____ day of _____, 2021, by and between the **FOREST PRESERVE DISTRICT OF KANE COUNTY**, an Illinois forest preserve district (hereinafter referred to as the "FOREST PRESERVE DISTRICT"), and the **PINGREE GROVE & COUNTRYSIDE FIRE PROTECTION DISTRICT**, an Illinois fire protection district (hereinafter referred to as "PGCFPD") and collectively referred to as "Parties".

WITNESSETH:

WHEREAS, the FOREST PRESERVE DISTRICT is a body corporate and politic organized and existing under the laws of the State of Illinois; and

WHEREAS, the PGCFPD is a fire protection district organized and existing under the laws of the State of Illinois; and

WHEREAS, the FOREST PRESERVE DISTRICT and PGCFPD are authorized pursuant to Illinois Compiled Statutes, Chapter 50, Section 605/0.01 *et seq.*, to enter into intergovernmental agreements; and

WHEREAS, the FOREST PRESERVE DISTRICT is the legal owner of record of certain real property situated in unincorporated Kane County, Illinois, which property is located on the west side of Dittman Road, Elgin, P.I.N. 05-21-400-007-0000 (hereinafter the "Forest Preserve Property"); and

WHEREAS, PGCFPD is in the process of building a new fire station ("Fire Station") on its property located on the east side of Dittman Road at 10N255 Dittman Road, P.I.N. 05-22-300-005-0000 (hereinafter the "Fire Station Property"); and

WHEREAS, the Fire Station Property is located on the east side of Dittman Road directly across from the Forest Preserve Property located on the west side of Dittman Road; and

WHEREAS, located on the Forest Preserve Property is a portion of Bowes Creek; and

WHEREAS, in order to complete the construction of the Fire Station, PGCFPD must install an 12" diameter underground storm sewer pipe that runs from the Fire Station Property to Bowes Creek; and

WHEREAS, the FOREST PRESERVE DISTRICT desires to grant to PGCFPD an easement on a portion of the Forest Preserve Property in order to complete the construction of the Fire Station, which easement area is described as a 10 foot wide parcel area running the entirety of the western property line portion of the Forest Preserve Property running adjacent to Dittman Road, with the eastern edge of such 10 foot wide parcel to run forty-three (43) feet from the centerline of Dittman Road (the “Easement Premises”); and

WHEREAS, the Easement Premises is generally depicted in Existing Agricultural Drain Tile Investigation Plan Drawing prepared by Huddleston McBride Professional Land Drainage Services attached at *EXHIBIT 1* attached hereto and by this reference incorporated herein (the “Easement Premises”); and

WHEREAS, the FOREST PRESERVE DISTRICT has determined that the use of the Forest Preserve Property in this manner is proper; and

WHEREAS, the FOREST PRESERVE DISTRICT is hereunder reserving a right to tap in to drainage in the system being installed by PGCFPD for draining its property through the 12” diameter underground storm sewer pipe; and

WHEREAS, Illinois compiled Statutes, Chapter 5, Section 220/1 *et seq.*, and Article VII, Section 10 of the Constitution of the State of Illinois, 1970, authorize units of local government, including fire districts and forest preserve districts, to enter into agreements for cooperative use of land and property of each such district.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. That the recitals set forth above are incorporated herein and made a part hereof as if set forth fully herein.
2. The FOREST PRESERVE DISTRICT hereby grants and conveys to PGCFPD a permanent and perpetual land use easement and right of way (the “Easement”) to PGCFPD and its agents, servants, employees, and contractors (collectively “PGCFPD Agents”) to construct, replace, enlarge, operate, maintain, repair, an 12” storm sewer pipe and all attachments, equipment, and appurtenances incidental thereto (such storm sewer pipe and all attachments, equipment, and appurtenances shall hereafter collectively be referred to as the “Facilities”) as PGCFPD may deem necessary and desirable for its needs (these activities shall hereinafter collectively be referred to as the “Easement Activities”) in, upon, over, under and through the Easement Premises, subject to the terms and conditions hereinafter set forth, together with all reasonable rights of ingress and egress over the Forest Preserve Property to carry out the purposes of the Easement granted

herein. The FOREST PRESERVE DISTRICT expressly reserves the right to tap into the 12" storm sewer pipe to drain water from its property through the system and into Bowes Creek, provided such tap on and drainage shall not impair or negatively affect the drainage from the PGCFPD property through such installed storm sewer pipe.

3. The easements and rights and restrictions granted in this Agreement shall be easements, rights restrictions, agreements, and covenants running with the land, shall be recorded against the Forest Preserve Property, and shall be binding upon and inure to the benefit of the FOREST PRESERVE DISTRICT and PGCFPD and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion there, and all person claiming under them.
4. This Intergovernmental Agreement shall commence upon execution hereof by both parties and shall continue in perpetuity.
5. This Intergovernmental Agreement is not alienable or assignable.
6. In exchange for the rights granted in Paragraph 1, PGCFPD agrees to the following requirements on its part:
 - a. To name the FOREST PRESERVE DISTRICT as a certificate holder and additional insured for the pad and enclosure area on PGCFPD's general liability insurance policy(s).
7. No non-express written waiver resulting in a breach, or series of breaches, by either party, of this Intergovernmental Agreement, shall constitute a waiver of any subsequent breach or waiver of the terms of this Agreement.
8. If either party institutes any action at law or in equity against the other party to secure or protect its rights under, or to enforce the terms of this Intergovernmental Agreement, in addition to any judgment entered in its favor, the prevailing party shall be entitled to recover such reasonable attorneys' fees as may be allowed by the court, together with court costs and reasonable expenses of litigation.
9. If the FOREST PRESERVE DISTRICT shall be subject to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by PGCFPD, its employees or agents, or by reason of any act occurring on the Easement Premises or other portion of the Forest Preserve Property by reason of an omission with respect to the installation, operation, and/or other maintenance of the storm sewer pipe, PGCFPD shall indemnify, defend and hold the FOREST PRESERVE DISTRICT

harmless against all judgments, settlements, penalties and expenses, including reasonable attorneys' fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on the FOREST PRESERVE DISTRICT in connection with the investigation or defense relating to such claim or litigation or administrative proceeding and at the election of the FOREST PRESERVE DISTRICT, PGCFPD shall also directly defend FOREST PRESERVE DISTRICT against same.

10. PGCFPD shall have no authority, express or implied, to act as agent of the FOREST PRESERVE DISTRICT for any purpose. PGCFPD shall remain solely responsible for all obligations and liabilities of, and for all loss or damage to the Easement Premises, and any personal equipment or fixtures connected therewith, and for all claims or demands based on damage or destruction of property or based on injury, illness, or death of any person or persons, directly or indirectly, resulting from the use of the Easement Premises involving or associated with the storm sewer pipe.
11. This Intergovernmental Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Intergovernmental Agreement may be recorded by either party.

IN WITNESS WHEREOF, each of the parties has caused this Easement Agreement to be executed by its duly authorized representative as of the day and year first above written.

**FOREST PRESERVE DISTRICT
OF KANE COUNTY:**

**PINGREE GROVE & COUNTRYSIDE
FIRE PROTECTION DISTRICT**

By: _____
Its President

By: _____
Its President

ATTEST:

Secretary

ATTEST:

Secretary

EXHIBIT 1

(Attach)

**Existing Agricultural Drain Tile
Investigation Plan Drawing**

Prepared by Huddleston McBride Professional Land Drainage Services

EXISTING AGRICULTURAL DRAIN TILE INVESTIGATION PLAN

INCLUDING PROPOSED OFF-SITE OUTFALL

Countryside Fire Parcel

Prepared for: Dewberry

Section no. 22, Plato Twp., Kane Co., IL.

EXISTING SUBSURFACE AGRICULTURAL DRAIN TILE INVESTIGATION REPORT

Countryside Fire Parcel

Dewberry

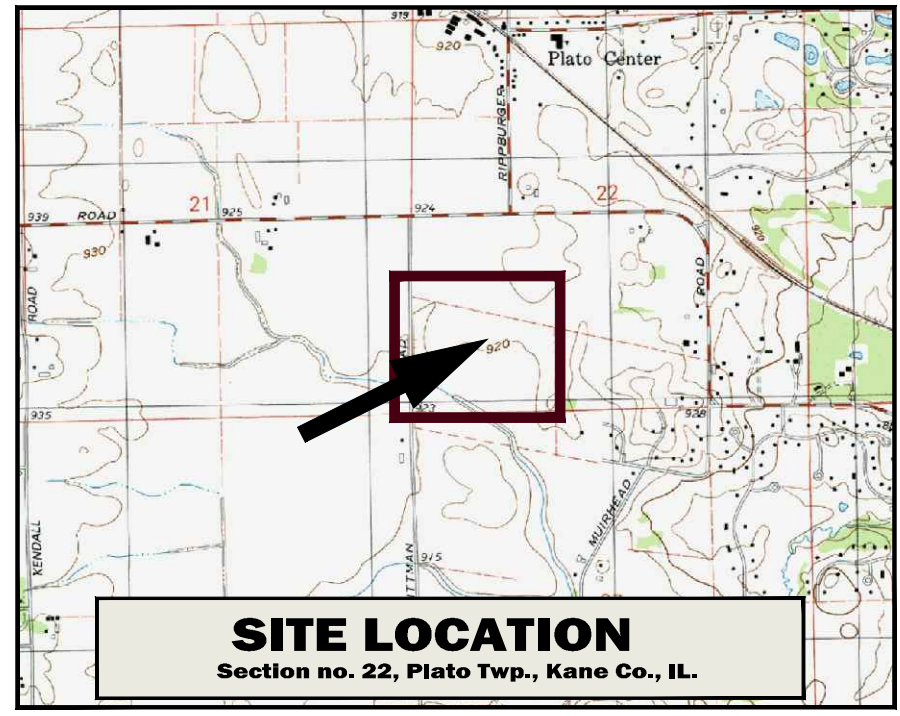
Countryside Fire Parcel / Dewberry, FIELD FILE NO. 4-12-22, DATE: 11/7/20.
IN ACCORDANCE WITH KANE COUNTY STORM WATER ORDINANCE DRAIN TILE INVESTIGATION STANDARDS
COPYRIGHT © 2020, BY HUDDLESTON McBRIDE LAND DRAINAGE COMPANY

DESCRIPTION CHART NO. 1A:

ID NO.	SIZE	TYPE / QUALITY	FLOW %	SILT %	DEPTH (INCHES)	FIELD NOTES
A1	8"	CLAY / GOOD	20%	CLEAN	35"	ACTIVE FLOW RATE AND CAPACITY
A2	6"	CLAY / GOOD	SLIGHT	10%	45"	ACTIVE FLOW RATE AND CAPACITY
B	-	NO DRAIN TILE	-	-	-	NO DRAIN TILE LOCATED
C1	4"	PVC / GOOD	FLOODED	CLEAN	15"	SILT RESTRICTED / NO CAPACITY
D1	4"	CLAY / GOOD	NONE	40%	24"	SILT RESTRICTED / PARTIAL CAPACITY
E	4"	CLAY / GOOD	NONE	15%	35"	ACTIVE FLOW RATE AND CAPACITY
F	-	NO DRAIN TILE	-	-	-	NO DRAIN TILE LOCATED
G	-	NO DRAIN TILE	-	-	-	NO DRAIN TILE LOCATED
H	6"	CLAY / GOOD	SLIGHT	CLEAN	20"	ACTIVE FLOW RATE AND CAPACITY
I	4"	CLAY / GOOD	NONE	FULL	25"	SILT RESTRICTED / NO CAPACITY
J	4"	CLAY / GOOD	SLIGHT	85%	37"	SILT RESTRICTED / PARTIAL CAPACITY
K	-	NO DRAIN TILE	-	-	-	NO DRAIN TILE LOCATED
L	-	NO DRAIN TILE	-	-	-	NO DRAIN TILE LOCATED
M	-	NO DRAIN TILE	-	-	-	NO DRAIN TILE LOCATED
N	-	NO DRAIN TILE	-	-	-	NO DRAIN TILE LOCATED
O1	4"	CLAY / FAIR	NONE	FULL	20"	SILT RESTRICTED / NO CAPACITY

DESCRIPTION CHART NO. 1B:

DATA POINT	SIZE	TYPE / QUALITY	FLOW %	SILT %	DEPTH (INCHES)	FIELD NOTES
1	8"	CLAY / GOOD	20%	CLEAN	45"	MAINLINE AT PROPERTY INGRESS
2	8"	CLAY / GOOD	20%	CLEAN	30"	MAINLINE AT PROPERTY EGRESS
3	4"	PVC / GOOD	FULL	CLEAN	20"	LATERAL AT PROPERTY INGRESS
4	4"	CLAY / GOOD	SLIGHT	35"	35"	MAINLINE AT PROPERTY EGRESS
5	4"	CLAY / GOOD	SLIGHT	85%	20"	LATERAL AT PROPERTY EGRESS



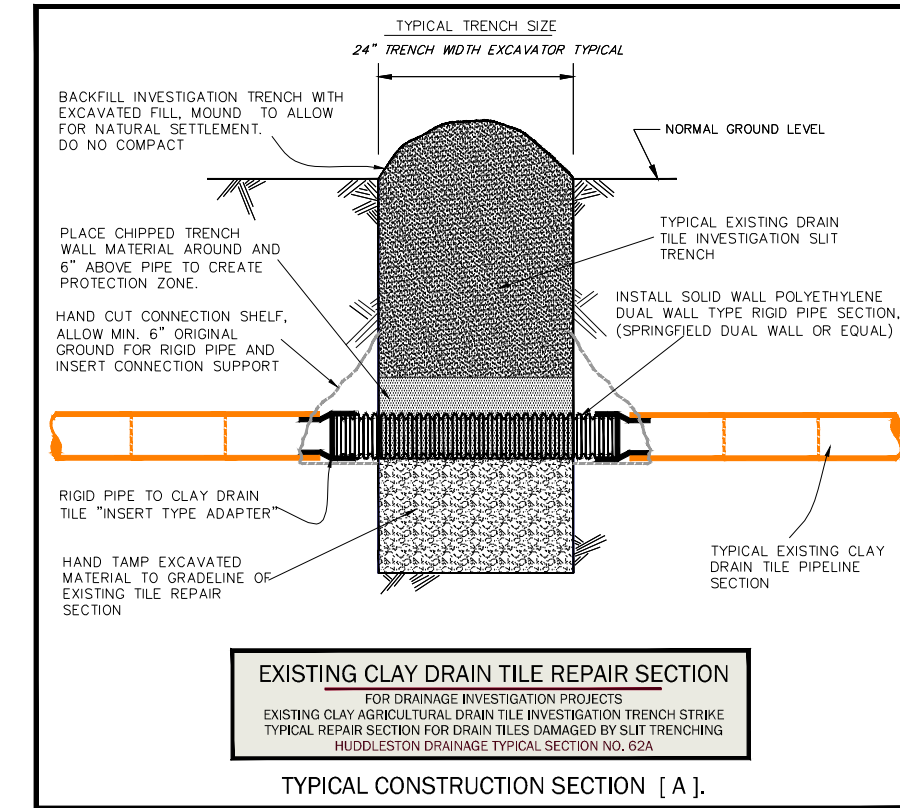
MAP LEGEND:

- EXISTING DRAIN TILE FLOW DIRECTION
- EX. POLYETHYLENE MAINLINE OR SYSTEM PART
- EX. CLAY DRAIN TILE MAINLINE OR SYSTEM PART
- EX. CONCRETE DRAIN TILE MAINLINE OR SYSTEM PART
- EXISTING DRAIN TILE CONTINUES TO UPLAND WATERSHED
- EXISTING DRAIN TILE OUTLETS TO SURFACE
- EXIST. DRAIN TILE (1) INSPECTION STRUCTURE / (2) CATCH BASIN
- EXIST. DRAIN TILE (1) LOCATED END / (2) ASSUMED END
- EXISTING DRAIN TILE CONTINUES TO OFF-SITE OUTLET SYSTEM
- EXISTING DRAIN TILE FAILURE, FLOW SURCHARGE TO SURFACE
- EXISTING DRAIN TILE MAPPED BY SPECULATION AND ASSUMPTION
- EXISTING DRAIN TILE ABANDONED (NOT FUNCTIONAL)
- EXISTING DRAIN TILE "BLOWOUT" OR FAILURE
- HAND PROBE OR ELECTRONIC SCAN FOR DRAIN TILE LOCATION
- INVESTIGATION SLIT TRENCH FOR INVESTIGATION
- SPECIFIC PIT EXCAVATION FOR INVESTIGATION
- SURVEY DATA POINTS
- REPORT IDENTIFICATION NUMBER

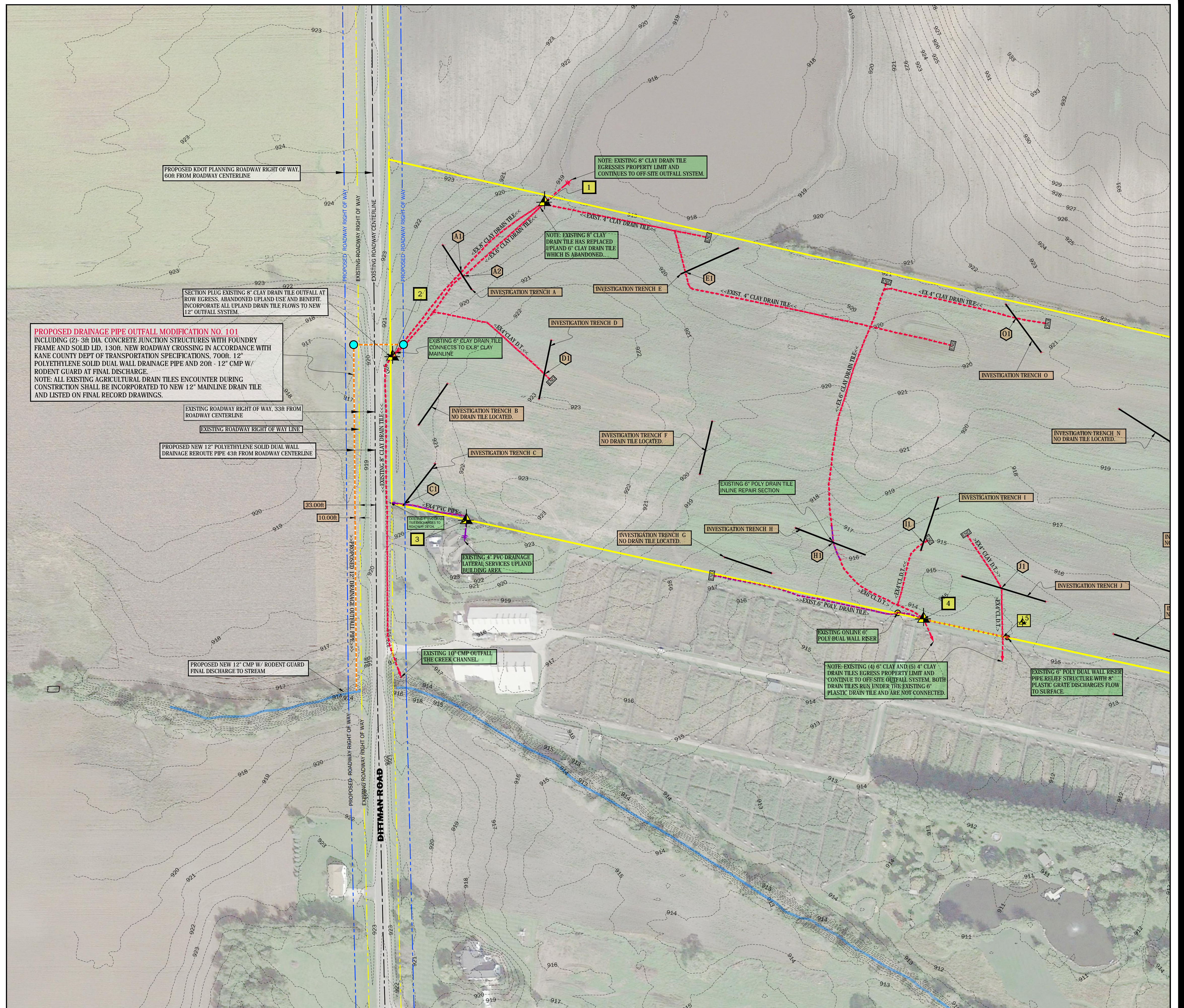
REPORT LEGEND:

- ID NO. POINT OF EXCAVATION FOR SPECIFIC DRAIN TILE INVESTIGATION.
- SIZE (SIZE) DRAIN TILE INTERNAL DIAMETER IN INCHES.
- MATERIAL / QUALITY TYPE OF TILE MATERIALS, PIPE QUALITY - GOOD, FAIR & POOR.
- FLOW % PERCENTAGE OF TILE DIAMETER OCCUPIED BY ACTIVE FLOW.
- SILT % RESTRICTED OR BACKED UP FLOW, SURCHARGED CONDITION.
- DEPTH PERCENTAGE OF TILE DIAMETER OCCUPIED BY RESTRICTIVE SILT.
- (GENERAL NOTES)
- MAINLINE TILE TRUNK LINE OR MUTUAL DRAIN, COLLECTOR OF SUB-SYSTEMS.
- SUB-MAIN TILE SECONDARY TRUNK LINE OR RANDOM SYSTEM COLLECTOR.
- LATERAL TILE FEEDER LINE, SERVICE TILE OR SYSTEM SPUR.
- "BLOWOUT" EXISTING SYSTEM PIPE FAILURE OR RESTRICTION.
- DRAIN TILE ENDS MAINLINE, SUB-MAIN OR LATERAL PLANNED TERMINATION.
- SPLIT TRENCH INVESTIGATION TRENCH, TYPICAL 2'-0" WIDE x 6'-0" DEPTH.

- #### SPECIAL NOTES:
- ALL EXISTING AGRICULTURAL DRAIN TILES LOCATED DURING THIS INVESTIGATION SURVEY HAVE BEEN IDENTIFIED ON THIS PLAN AND FIELD STAKED AT 50' INTERVALS. IN SOME OCCASIONS CERTAIN EXISTING LOCAL DRAIN TILE SECTIONS MAY BE SPECULATED AND CONSIDERED AS AN ASSUMED ROUTE WHICH SHALL BE DELINEATED ON THIS PLAN.
 - ANY EXISTING DRAIN TILE NOT ENCOUNTERED DURING SLIT TRENCHING OR PROBE TRANSECT PROCEDURES WILL REMAIN UNKNOWN.
 - ALL EXISTING DRAIN TILES DAMAGED DURING THE INVESTIGATION PROCESS SHALL BE REPAIRED TO THEIR ORIGINAL STATE IN ACCORDANCE WITH NATURAL RESOURCE CONSERVATION SERVICE STANDARDS FOR DRAIN TILE INSTALLATION AND REPAIR.
 - ILLINOIS DRAINAGE CODE (625 ILCS 37.0/37.1)
 - ALL EXISTING DRAIN TILE LOCATION DIMENSIONS HAVE BEEN SURVEYED BY AGRICULTURAL GRADE GPS SURVEY SYSTEMS AND INCLUDE SUB-METER ACCURACY. ALL LOCATIONS PERTINENT TO FINAL DESIGN SHALL BE VERIFIED BY THE PROJECT SURVEYOR.
 - THIS DRAIN TILE INVESTIGATION REPORT IS INTENDED TO IDENTIFY EXISTING DRAIN TILE MAINLINE SYSTEMS ONLY INCLUDING ADDITIONAL PROPERTY OR DRAIN TILES WHICH MAY SERVE THE UPLAND PROPERTY OF OTHERS OR WITH MUTUAL DRAINAGE STATUS.
 - THIS DRAIN TILE INVESTIGATION REPORT SHALL BE FILED WITH HUDDLESTON DRAINAGE LAND DRAINAGE CO., AND WILL BE REPRODUCED AND INSURURED ONLY BY PERMISSION OF THE CONTRACT PRINCIPALS.



THESE SYMBOLS REPRESENT SURVEY DATA POINTS WHICH HAVE BEEN STAKED IN THE FIELD FOR THE SPECIFIC PURPOSES OF ELECTRONIC LOCATION AND ELEVATION DETERMINATION BY THE PROJECT SURVEYOR.
THESE DATA POINTS CONSIST OF A 3" x 3" GALVANIZED IRON AND A 3" OF ON-LINE LOCATION STAKE WHICH INCLUDES DATA POINT IDENTIFICATION NUMBER.
SEPARATION MEASUREMENT FROM RIGID PIPE TO PIPE INVERT AND PIP. SIZE.
ALL EXISTING DRAIN TILE ROUTES HAVE BEEN FIELD STAKED WITH EXISTING DRAIN TILE PIN FLAGS AT 50' INTERVALS AND DOUBLE FLAGS AT INTERSECTIONS.



PROJECT CLIENT:
Dewberry
Jonathan Tallman, AIA, GCP, GPCP, Project Manager
132 North York Street, Suite 2c, Elmhurst, IL. 60126-3079

APPROVED BY AND DATE:
TOM HUDDLESTON 11/7/20

ACKNOWLEDGMENTS:
HUDDLESTON DRAINAGE MAP and ARCHIVE SYSTEMS

DRAWN BY AND DATE:
TOM HUDDLESTON 11/7/20

PROJECT DATE:
11/7/20

FIELD FILE NO.:
4-12-22

DRAWING NO.:
4-12-22_r4

DATE:
6/16/21 TLH3
7/1/21 TLH3
7/16/21 TLH3

DESCRIPTION:
4-12-22_r2, LOCATE, GPS, 8" OUTFALL TO DITCH
4-12-22_r3, NEW EAST 12" OUTFALL TO DITCH
4-12-22_r4, REVISE 12" SETBACK OUTFALL TO DITCH

WEATHER CONDITIONS:
SUNNY/ WARM - 80s

DRAWING SCALE:
1" TO 100'

SHEET NO.:
ONE OF ONE

ILLINOIS FARM BUREAU MEMBER

811 Know what's below. Call before you dig. X-903120125

Countryside Fire Parcel
HUDDLESTON McBRIDE
PROFESSIONAL LAND DRAINAGE SERVICES
9504 FOWLER RD., ROCHELLE, ILLINOIS PHONE 815-562-6007

COORDINATE SYSTEM: ILLINOIS STATE PLANE EAST NAD 83