



# Forest Preserve District, Land Acquisition Committee

## Agenda

Chairman Jarett Sanchez, President Chris Kious, Deborah Allan, Mark Davoust,  
Ron Ford, Anita Lewis

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**Thursday, December 15, 2022**

**1:00 PM**

**3rd Floor Board Room**

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**Afternoon\*\*\***

- I. Call To Order**
- II. Approval of Minutes from October 27, 2022**
- III. Public Comment (Each Speaker is limited to three minutes)**
- IV. Closed Session to Discuss Land Acquisition, License Agreements, Potential Litigation and Personnel**
- V. New or Unfinished Business**
  - A. Resolution Approving an Intergovernmental Agreement with the Village of Sugar Grove, Sugar Grove Township and the Sugar Grove Park District for the Blackberry Creek Bridge Project at the Bliss Woods Forest Preserve**
- VI. Communications**
- VII. Chairman's Comments**
- VIII. Adjournment**

Adjournment until: Thursday January 26, 2023 at 8:30 a.m. in person at the Forest Preserve District Administration Offices 1996 S. Kirk Road, Suite 320 Geneva, Illinois and via zoom <https://zoom.us/j/6302325980?pwd=aURTSGJoRiVJNDRCcHJXd3dvaVVrUT09> Meeting ID: 630 232 5980 Password: 24680 The Request to Speak Form on our website must still be completed for guests to speak at the meeting.

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF SUGAR GROVE, SUGAR GROVE TOWNSHIP AND THE SUGAR GROVE PARK DISTRICT FOR THE BLACKBERRY CREEK BRIDGE PROJECT AT THE BLISS WOODS FOREST PRESERVE**

WHEREAS, the Forest Preserve District of Kane County desires to enter into an Intergovernmental Agreement between the Village of Sugar Grove, Sugar Grove Township and the Sugar Grove Park District for the installation of a pedestrian bridge and trail connection across Blackberry Creek at Bliss Woods Forest Preserve; and

WHEREAS, In the fall of 2017, the Village of Sugar Grove requested the District partner with the Village, Township and Park District to install a bridge and trail connection across Blackberry Creek to connect Bliss Woods Forest Preserve/Great Western Trail to Park District property. The request and project details outlining the phases and potential costs were presented to the Commission during the District retreat on December 11, 2017 for consideration in the District's Master Plan. The project was included in the Capital Project initiatives in the 2018 Master Plan Update as approved by the Full Commission on February 13, 2018; and

WHEREAS, In March 2018, the District entered into an IGA for the Phase I engineering for preliminary design and cost estimation for the consideration of continuing with the project as well as the submittal of a joint grant application. The agreement committed each of the four public bodies to equally share in the expense of the Phase I Engineering totaling \$109,976.00 (\$28,719.00 each). The District's payment was made immediately following the beginning of the 2018/19 Fiscal Year Budget (July 1, 2018); and

WHEREAS, The Village completed the Phase I Engineering and provided the report to the District, whereby all parties supported the project and the submittal of a grant. The final project includes the final engineering and construction of the bridge and trail connection at a total project cost estimate of \$1, 00,000.00. The Village has since been awarded an IDOT grant, which will fund 80% (\$800,000.00) of the project, with the four participating agencies equally sharing in the 20% (\$200,000.00) local share. Each of the four agencies is responsible for \$50,000.00; and

WHEREAS, The Village is the lead on the project through construction and then the Sugar Grove Park District shall be responsible for the infrastructure maintenance following construction completion.

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois, that the Intergovernmental Project and Easement Agreement attached hereto and made part hereof is hereby approved and the President and Secretary of the District be, and hereby are authorized to execute on behalf of the District.

APPROVED AND PASSED on this 13th day of December, 2022.

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Christopher Kious  
President, Kane Forest Preserve  
Kane County, Illinois

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Myrna Molina  
Secretary, Kane Forest Preserve  
Kane County, Illinois



# AGENDA MEMORANDUM

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**DATE:** December 15, 2022

**TO:** Forest Preserve District Planning and Utilization Committee

**FROM:** Ben Haberthur, Executive Director

**VIA:** Dave Petschke, Chief Financial Officer

**SUBJECT:** Presentation and Approval of an Intergovernmental Project and Easement Agreement with the Village of Sugar Grove, Sugar Grove Township and the Sugar Grove Park District for the Blackberry Creek Bridge Project at the Bliss Woods Forest Preserve

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**PURPOSE:**

The purpose of this memorandum is to provide the Committee with information to consider the approval of the Intergovernmental Project and Easement Agreement between the Forest Preserve District of Kane County, the Village of Sugar Grove, Sugar Grove Township and the Sugar Grove Park District for the installation of a pedestrian bridge and trail connection across Blackberry Creek at Bliss Woods Forest Preserve.

**BACKGROUND:**

In the fall of 2017, the Village of Sugar Grove requested the District partner with the Village, Township and Park District to install a bridge and trail connection across Blackberry Creek to connect Bliss Woods Forest Preserve/Great Western Trail to Park District property. The goal of the project is to improve travel and provide off-street access for pedestrians and bicyclists throughout the community to/from residential neighborhoods, schools, retail areas, forest preserves and parks and regional trail connections.

The request and project details outlining the phases and potential costs were presented to the Commission during the District retreat on December 11, 2017 for consideration in the District's Master Plan. The project was included in the Capital Project initiatives in the 2018 Master Plan Update as approved by the Full Commission on February 13, 2018.

In March, 2018, the District entered into an IGA for the Phase I engineering for preliminary design and cost estimation for the consideration of continuing with the project as well as the submittal of a joint grant application. The agreement committed each of the four public bodies to equally share in the expense of the Phase I Engineering totaling \$109,976.00 (\$28,719.00 each). The District's payment was made immediately following the beginning of the 2018/19 Fiscal Year Budget (July 1, 2018).

The Village completed the Phase I Engineering and provided the report to the District, whereby all parties supported the project and the submittal of a grant. The final project includes the final engineering and construction of the bridge and trail connection at a total project cost estimate of \$1,000,000.00.

The Village has since been awarded an IDOT grant which will fund 80% (\$800,000.00) of the project, with the four participating agencies equally sharing in the 20% (\$200,000.00) local share. Each agency is responsible

for \$50,000.00.

An easement has been established as part of this agreement for the Village's installation of the infrastructure and the ongoing maintenance by the Park District.

**FINANCIAL IMPACT:**

Funds totaling \$50,000.00 will be budgeted in the 2023/24 Fiscal Year for the District's portion of the final engineering and construction.

**RECOMMENDATION:**

Staff recommends the Committee approve the Intergovernmental Project and Easement Agreement between the Forest Preserve District of Kane County, the Village of Sugar Grove, Sugar Grove Township and the Sugar Grove Park District for the installation of a pedestrian bridge and trail connection across Blackberry Creek at Bliss Woods Forest Preserve as presented.

**ATTACHMENT:** *Intergovernmental Project and Easement Agreement Between the Forest Preserve of Kane County, the Village of Sugar Grove, Sugar Grove Township and the Sugar Grove Park District*

INTERGOVERNMENTAL PROJECT AND EASEMENT AGREEMENT BETWEEN  
FOREST PRESERVE DISTRICT OF KANE COUNTY  
VILLAGE OF SUGAR GROVE  
SUGAR GROVE PARK DISTRICT  
AND  
SUGAR GROVE TOWNSHIP

THIS PROJECT and EASEMENT AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY, an Illinois forest preserve district (hereinafter referred to as the “DISTRICT”), the VILLAGE OF SUGAR GROVE, an Illinois municipal corporation (hereinafter referred to as the “VILLAGE”), the Sugar Grove Park District, an Illinois park district (“PARK DISTRICT”) and the Sugar Grove Township, an Illinois township (“TOWNSHIP”) as may be collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, each of the Parties are a body corporate and politic organized and existing under the laws of the State of Illinois; and,

WHEREAS, the DISTRICT by virtue of its powers as set forth in the Downstate Forest Preserve District Act, 70 ILCS 805/*et seq.* is authorized to enter into this Agreement; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/ *et seq.* is authorized to enter into this Agreements; and

WHEREAS, the PARK DISTRICT by virtue of its powers as set forth in the Illinois Park District Code, 70 ILCS 1205/ *et seq.*, is authorized to enter into this Agreement; and

WHEREAS, the TOWNSHIP, by virtue of its powers as set forth in the Illinois Township Code 60 ILCS 1/*et seq.*, is authorized to enter into this Agreement and is a Party hereto relative to participating in the funding and any cost adjustment decisions that may arise under Section 13 hereof; and

WHEREAS, the VILLAGE and the PARK DISTRICT have determined that the construction of a bicycle/pedestrian path and a bridge connection on a portion of certain lands currently owned by the DISTRICT, commonly known as the “Bliss Woods Forest Preserve and Virgil Gilman Trail,” would be useful for local residents located in the County of Kane; and

WHEREAS, the VILLAGE and PARK DISTRICT have further determined that the construction of a bicycle/pedestrian path and a bridge connection would further advance

the VILLAGE's proposed pedestrian system, as depicted on Exhibit "A" (the "Conceptual Design") prepared by Engineering Enterprises Inc., dated December 2016 and hereto attached; and

WHEREAS, the VILLAGE has been awarded a grant from the Illinois Department of Transportation ("IDOT") toward the funding of the construction of the bicycle/pedestrian path and bridge connection; and,

WHEREAS, the PARK DISTRICT has agreed to maintain the bicycle/pedestrian path and bridge connection in perpetuity after the installation of said improvements is complete; and,

WHEREAS, in light of the foregoing, the Parties agree that the bicycle/pedestrian path and bridge connection should move forward with final engineering and construction of the same; and,

WHEREAS, the DISTRICT has agreed to grant an easement for the VILLAGE and PARK DISTRICT'S use of DISTRICT property, as depicted and described in the Plat of Easements prepared by Engineering Enterprises, Inc., dated \_\_\_\_\_, attached hereto as Exhibit "B" and made part hereof ("Plat of Easements"); 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 to enter into agreements for cooperative use of land and property of each such entity.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DISTRICT grants to the VILLAGE and the PARK DISTRICT a permanent and temporary easement ( "Permanent and Temporary Easements") being a right in, over, and under the Permanent and Temporary Easement for the purposes of construction, maintaining and using the Permanent and Temporary Easements for locating and installing a pedestrian trail/bicycle path and bridge connection ("Improvements") to the Virgil Gilman Trail within the Bliss Woods Forest Preserve, as more specifically depicted on the Plat of Easements, and further subject to the following terms and conditions:

1. Subject to the restrictions and express requirements herein set forth, the DISTRICT hereby grants to the VILLAGE and the PARK DISTRICT, the Permanent and Temporary Easements, including the perpetual land use to construct and maintain a pedestrian trail/bicycle path and bridge connection located at the southeastern-boundary of the District's property, all as more particularly depicted on the Conceptual Design and Plat of Easements. In exchange for the foregoing, the VILLAGE agrees to fund and coordinate the

construction of the Improvements and the PARK DISTRICT agrees to undertake the maintenance of the Improvements in accordance with all reasonable and applicable best practices.

2. This Agreement shall commence upon execution hereof by all Parties and shall continue in perpetuity.
3. This Agreement is not alienable or assignable.
4. The VILLAGE shall submit final detail plans for the Improvements ( “Detail Plans”) to the PARK DISTRICT and the DISTRICT for their review and approval to include, but not limited to, trail and bridge construction, drainage, grading, restoration or landscaping specifications. The PARK DISTRICT and the DISTRICT shall promptly review the Detail Plans and within ten (10) business days after receipt of receiving such Detail Plans shall notify the VILLAGE in writing of any objections to the Detail Plans, which objections shall be limited to objections that the Detail Plans are inconsistent in any material respect with the Conceptual Design or sound engineering policies or practices. If the VILLAGE does not receive any comments within the above-specified ten (10) day period, the Detail Plans shall be deemed approved.
5. In exchange for the rights granted in Paragraph 1, the PARK DISTRICT agrees to the following undertakings:
  - a. To inspect and maintain the Improvements described above and sub-surface drainage systems in accordance with all reasonable and applicable best practices;
  - b. To mow the open grass areas along both sides of the pedestrian trail and bike path for its entire distance across the Permanent Easement area;
  - c. To maintain the trail and connections from off-site to the pedestrian trail/bicycle path at both the northern and southern boundaries of the Permanent Easement area in accordance with reasonable and applicable standards; and
  - d. To maintain the bridge structure and abutments in accordance with reasonable and applicable standards; and
  - e. To trim, cut down, and clear away any and all trees and brush on the Permanent Easement or overhanging that, in the opinion of the PARK DISTRICT, may interfere with the use and operation of the Improvements.
  - f. To name the DISTRICT as a certificate holder and additional insured for the Improvements on VILLAGE’s and the PARK DISTRICT’S general liability insurance policy(ies) relative to same.

6. No non-express written waiver resulting in a breach, or series of breaches, by either Party of this Intergovernmental Easement Agreement, shall constitute a waiver of any subsequent breach or waiver of the terms of this Agreement.
7. If either Party institutes any action at law or in equity against any other Party to secure or protect its rights under, or to enforce the terms of this 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.
8. If the 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 VILLAGE and the PARK DISTRICT, its employees or agents, or by reason of any act occurring on the Permanent Easement area, VILLAGE and the PARK DISTRICT shall indemnify and hold the 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 DISTRICT in connection with the investigation or defense relating to such claim or litigation or administrative proceeding and at the election of the DISTRICT, VILLAGE and the PARK DISTRICT shall also directly defend DISTRICT against same.
9. The VILLAGE and the PARK DISTRICT shall have no authority, express or implied, to act as agent of the DISTRICT for any purpose. The VILLAGE and the PARK DISTRICT shall remain solely responsible for all obligations and liabilities of, and for all loss or damage to the Improvements, 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 enclosure area.

To the extent that any of the above-cited obligations may conflict with the Intergovernmental Agreement Between the Village of Sugar Grove, the Sugar Grove Township, and the Sugar Grove Park District, entered into on \_\_\_\_\_, 2022, that agreement shall govern.

10. This 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 Agreement may be recorded by either Party.
11. Notices. All notices herein required shall be in writing and shall be served on the Parties at the following addresses:



To DISTRICT: Ben Haberthur, Executive Director  
Forest Preserve District of Kane County  
1996 South Kirk Road, Suite 320  
Geneva, Illinois 60134

Kinnally, Flaherty, Krentz, Loran, Hodge & Masur, P.C.  
2114 Deerpath Road  
Aurora, Illinois 60506  
p-630/907-0909  
f-630/907-1289

To VILLAGE: Brent Eichelberger, Village Administrator  
Village of Sugar Grove  
10 S. Municipal Drive  
Sugar Grove, IL 60554

To the PARK DISTRICT: Scott Nadeau, Executive Director  
Sugar Grove Park District  
61 Main Street  
Sugar Grove, Illinois 60554

To the TOWNSHIP: Tom Rowe, Supervisor of Sugar Grove Township  
P.O. Box 465  
54 Snow Street  
Sugar Grove, IL 60554

The mailing of a notice by registered or certified mail, return receipt requested, by personal delivery, express over-night delivery, email or by telecopier transmittal (fax) to the party or its attorney shall be sufficient service. Notices shall be deemed served when received if delivered by hand or telecopier or express over-night delivery, or email, and ten (10) days after the date mailed, if mailed as described above.

12. Responsibility for Professional Services. The VILLAGE shall be the lead in coordinating final engineering and process elements through IDOT, including but not limited to, engineering, bidding, construction oversight, and grant management, including making necessary submissions required by the grant. Engineer estimated project costs, including contingency, total \$1,000,000.00, as detailed on Exhibit B, attached hereto and made a part hereof by reference. The local match requirement for the grant is 20% or \$200,000.00, and shall be shared equally by the Parties hereto, with each Party bearing a \$50,000.00 cash contribution, payable to the VILLAGE, on or after July 1, 2023; the VILLAGE shall pay its portion (along with the contributions of the other Parties) to the Engineer and to IDOT in accordance with the IDOT grant requirements.

13. Cost Adjustments. Should additional adjustments under Exhibit A be required that would cause the final amount due under Exhibit A to exceed \$1,000,000.00, then before the additional adjustments and expenses are approved by the VILLAGE, the VILLAGE shall notify all other Parties and obtain written consent for said additional adjustments and expenses. For purposes of efficiency, the Parties agree that the following representatives may approve of additional expenses for their respective body up to the amount of \$5,000.00 each:

Village: Brent Eichelberger, Village Administrator  
Forest Preserve District: Ben Haberthur, Executive Director  
Township: Tom Rowe, Supervisor  
Park District: Scott Nadeau, Executive Director

Notwithstanding the foregoing, cumulative additional amounts in excess of \$20,000.00 in total for the Improvements must be approved by the Corporate Authorities or respective boards of each of the parties. The above-listed representatives who are acting as the contact for each party may be changed by the entity from time to time by written notice to the others. While acting hereunder as a representative of a party, each representative agrees to make himself or herself readily available to the other parties.

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

FOREST PRESERVE DISTRICT  
OF KANE COUNTY

VILLAGE OF SUGAR GROVE

By: \_\_\_\_\_  
Christopher Kious, President

By: \_\_\_\_\_  
Jennifer Konen, President

Attest:

Attest:

By: \_\_\_\_\_  
Myrna Molina, Secretary

By: \_\_\_\_\_  
Alison Murphy, Village Clerk

SUGAR GROVE PARK DISTRICT

SUGAR GROVE TOWNSHIP

By: \_\_\_\_\_  
Dawn Eby, President

By: \_\_\_\_\_  
Tom Rowe, Supervisor

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_


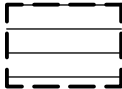
**EXHIBIT A**

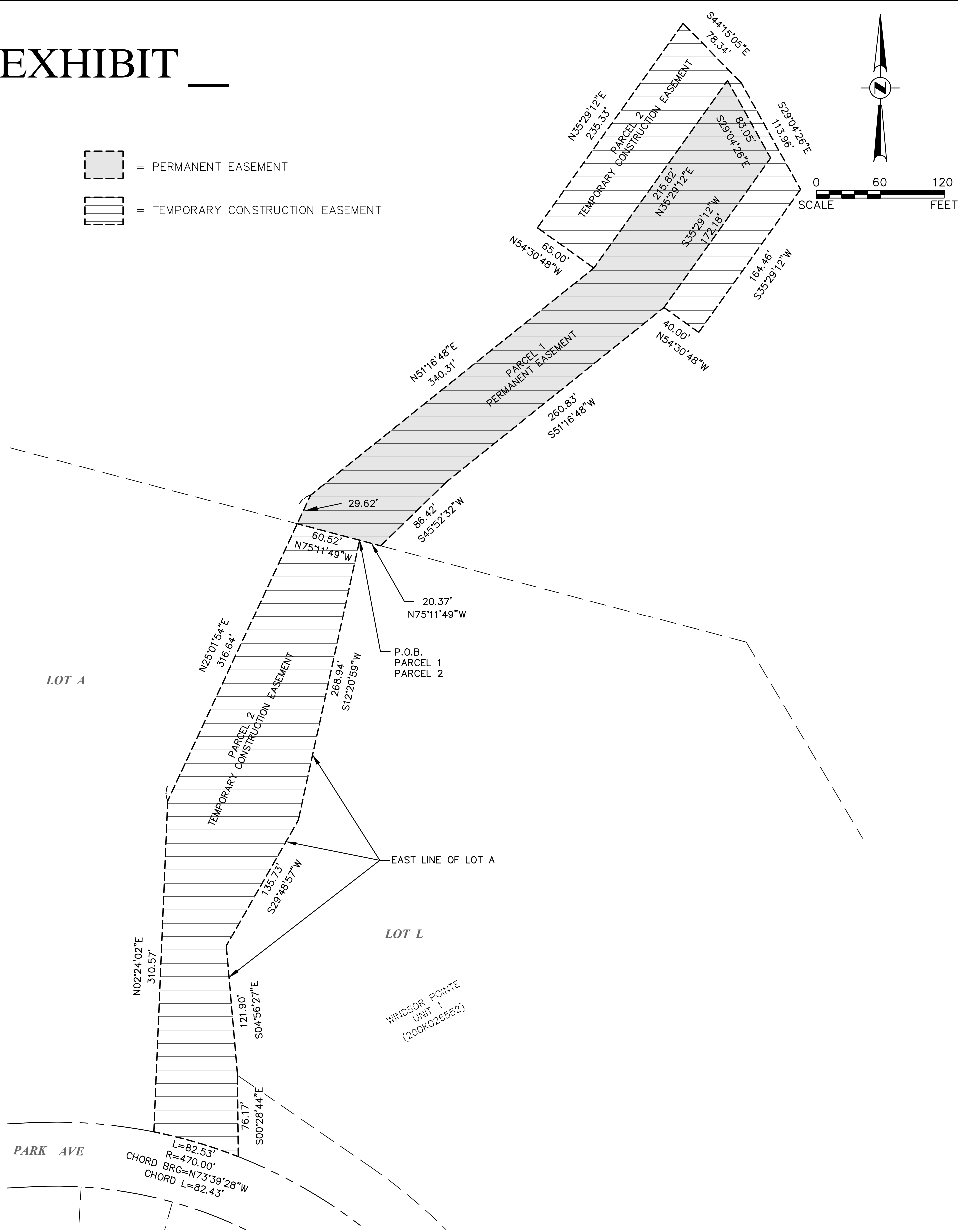
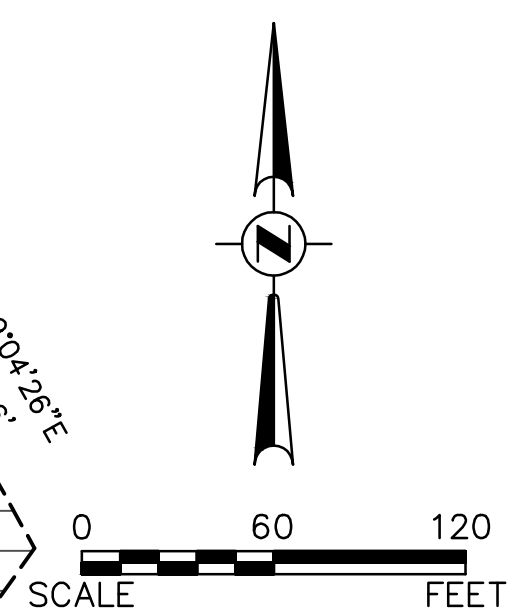
**Conceptual Design**

**EXHIBIT "B"**

**Plat of Easements**

# EXHIBIT

-  = PERMANENT EASEMENT
-  = TEMPORARY CONSTRUCTION EASEMENT



**Engineering Enterprises, Inc.**  
 CONSULTING ENGINEERS  
 52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 630.466.6700 / www.eeiweb.com

**BLACKBERRY CREEK  
 BRIDGE & SHARED-USE PATH**

DATE: OCTOBER 27, 2022  
 PROJECT NO. SG1724  
 FILE NO SG1724 IGA EXHIBIT