



## FOREST PRESERVE DISTRICT OF KANE COUNTY

### LAND ACQUISITION COMMITTEE AGENDA

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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"/>
President Pro Tem, Mavis Bates	<input type="checkbox"/>	Ron Ford	<input type="checkbox"/>	Ken Shepro	<input type="checkbox"/>
Executive Director, Monica Meyers	<input type="checkbox"/>	Drew Frasz	<input type="checkbox"/>		

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*Thursday*

*8:30 AM*

*January 28, 2021*

- I. Call to Order**
- II. Approval of Minutes from December 18, 2020**
- III. Public Comment (Each Speaker is limited to three minutes)**
- IV. New or Unfinished Business**
  - A. Presentation and Approval of the Carpentersville Dam Removal Project Access and Land Transfer Agreement with Otto Engineering, Inc.**
- V. Closed Session to Discuss Land Acquisition, Contracts, Litigation and Personnel**
- VI. Communications**
- VII. Chairman's Comments**
- VIII. Adjournment**

**Adjournment until: Thursday, February 25, 2021 at 8:30 am in person and via Video Conference held at the Kane County Government Center, Bldg. A 719 Batavia Ave., Geneva, IL 60134**



# AGENDA MEMORANDUM

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**DATE:** January 28, 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 the Carpentersville Dam Removal Project Access and Land Transfer Agreement with Otto Engineering, Inc.

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## **PURPOSE:**

The purpose of this memorandum is to provide the Committee with information to consider an Access and Land Transfer Agreement with Otto Engineering, Inc., of Carpentersville, Illinois (Otto Engineering) for the Carpentersville Dam-Removal Project at Fox River Shores Forest Preserve.

## **BACKGROUND:**

On January 9, 2015, the District entered into an intergovernmental agreement with the Illinois Department of Natural Resources (IDNR) to provide \$3.5 million to the District for the removal and restoration of two structures on the Fox River — the Fabyan Forest Preserve Causeway and the Carpentersville Dam. The Fabyan Forest Preserve Causeway Removal Project is nearly complete. Per the existing IDNR agreement, following the completion of the Fabyan Forest Preserve Causeway Removal Project, the District would move forward with the Carpentersville Dam Removal Project. In 2020, the District retained V3 Companies, Ltd., of Woodridge, Illinois to completed engineering and environmental professional services. As part of this work it has been determined an Access and Land Transfer Agreement with Otto Engineering is necessary. The District has been working with Otto Engineering for several months to develop the Access and Land Transfer Agreement.

The agreement provides for an access easement over Otto Engineering property on the east side of the river and utilize the mill race to dewater the site to whatever extent needed and the transfer of the small parcel of land on the west side of the river to the District.

As additional background, the removal of the Carpentersville Dam has been discussed for several years. The Villages of Carpentersville and Algonquin completed a river report, which indicates a need to remove the dam for improvements to water quality, habitat restoration and enhance recreation. The IDNR has agreed to provide 100 percent of the funding for the engineering, dam removal/modification and river/shoreline restoration, at an estimated cost of \$2.4 million.

## **FINANCIAL IMPACT:**

There is no financial impact related to this Access and Land Transfer Agreement. Otto Engineering is

transferring the land to the District at no cost.

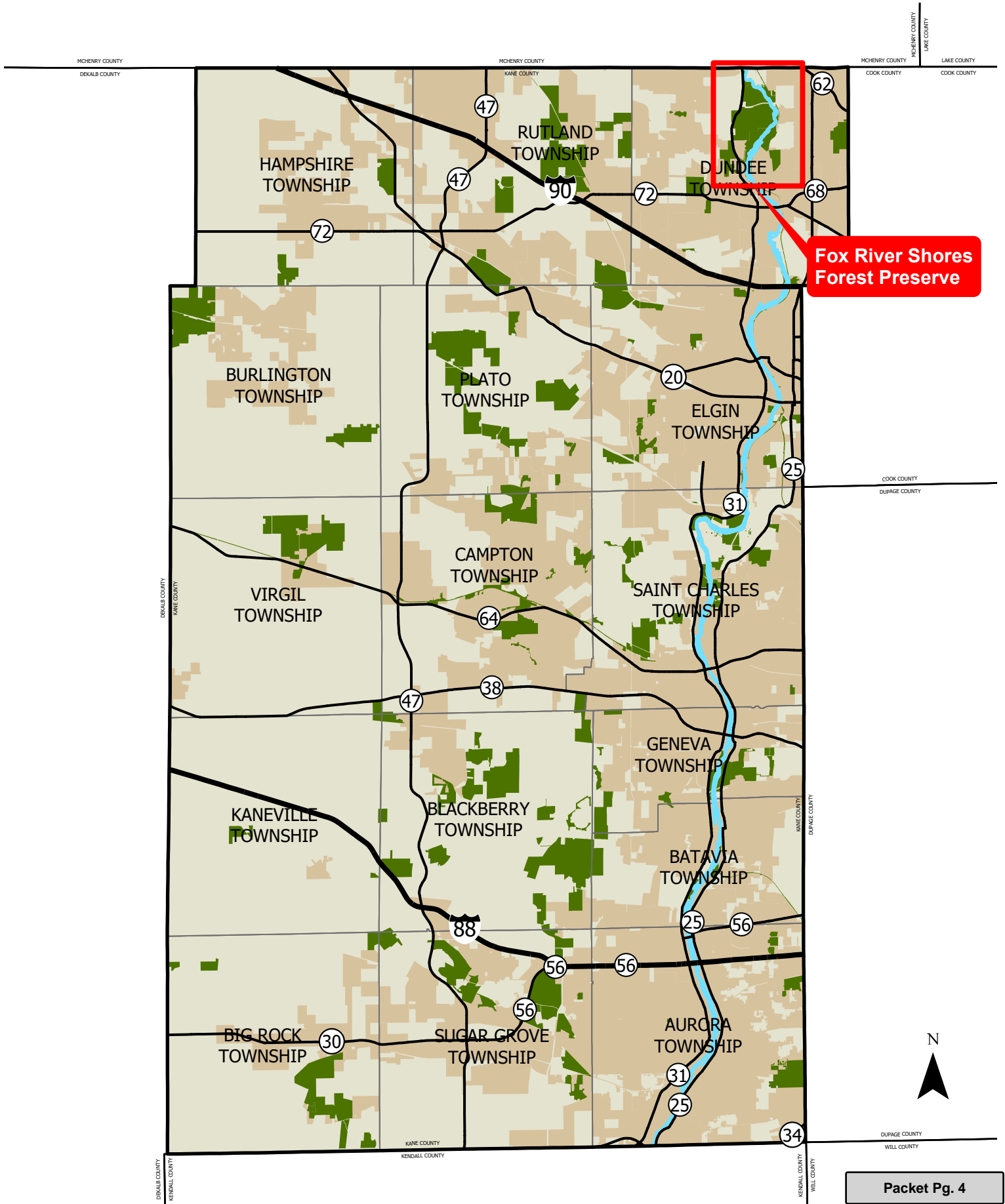
**RECOMMENDATION:**

Staff recommends the Committee approve this Access and Land Transfer Agreement with Otto Engineering as presented.

**ATTACHMENTS:** *Countywide Location Map*  
*Fox River Shores Forest Preserve Map*  
*Access and Land Transfer Agreement*  
*Exhibit "A"*

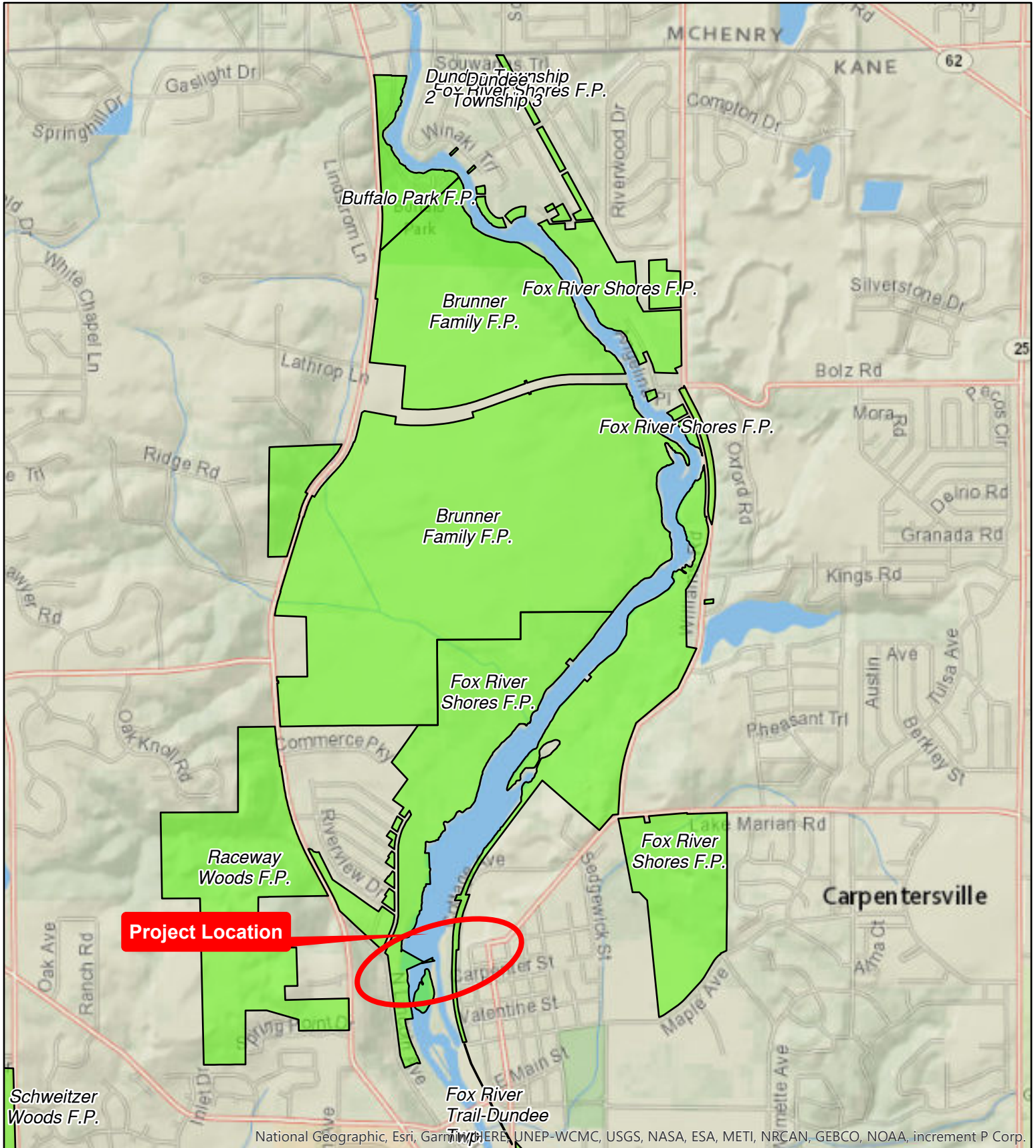


# Forest Preserve District of Kane County Fox River Shores Preserve Location Map





# Fox River Shores Forest Preserve Carpentersville Dam Location Map



 Forest Preserve Boundary

National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

## ACCESS AGREEMENT

This ACCESS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Otto Engineering Company ("Otto") and the Forest Preserve District of Kane County ("District").

### WITNESSETH:

WHEREAS, Otto holds title to certain property located in the Village of Carpentersville, Kane County, Illinois ("Access Site"), which Access Site is depicted on the aerial maps attached hereto as Exhibit A and incorporated by reference herein and is comprised of PIN Nos. 03-15-327-012, 03-15-327-015, and 03-15-352-005; and,

WHEREAS, the District is planning to demolish the dam in the Fox River that is located immediately west of the Access Site (the "Dam") and requires access across the Access Site to undertake the demolition work and debris removal;

WHEREAS, the District has requested permission and authorization from various government agencies to allow it to undertake the removal of the Dam and seeks the consent and approval of Otto for access to the Dam work site across the Access Site, and the District desires to remove debris from the Dam removal over and across the Access Site.

NOW, THEREFORE, Otto and the District agree as follows:

1. RIGHT OF ACCESS. Otto hereby grants District and its consultants, contractors and subcontractors (collectively, the "District Parties") the right, during the term of this Agreement, to enter upon and have ingress to and egress from the Access Site to remove the Dam and any component thereof and to remove debris and any removed portions of the Dam from the Dam work site (the "Work") across the Access Site. District Parties shall notify Otto at least seven (7) days prior to initial entry upon the Access Site.

2. COORDINATION OF WORK; CONVEYANCE OF WEST BANK PROPERTY. District Parties shall coordinate the Work with the District so as to minimize any adverse, permanent impact of the activities conducted on or near the Access Site. District is authorized to divert water through the existing mill race, if reasonably necessary to dewater the Dam area and complete the removal of the dam. If a portion of the existing millrace is needed to be removed as part of the project, District shall contact Otto for approval of such mill race removal and coordinate the details as to disposition of removed mill race portions and debris from the site. Otto agrees to convey such portion of the west side bank of the Fox River to the District which lies between the District land on the west side of the Fox River immediately south of the Dam and the center thread of the Fox River.

3. EXPENSES. District shall bear the costs and expenses for performing the Work. This includes all reasonable costs and expenses associated with restoring the areas impacted by

the access to the Dam granted hereunder and removal of debris and Dam components over and across the Access Site to a neat and clean, leveled condition comparable to that existing at the commencement of this Agreement.

4. HEALTH AND SAFETY. District Parties shall keep the Access Site free from safety and health hazards and District shall require its consultants, contractors and subcontractors to be competent and adequately trained in the required safety and health aspects of the Work.

5. WASTE DISPOSAL. District and the District agree that any materials removed from the Dam Work areas or otherwise generated during the Work may remain temporarily at the Site until proper disposal is arranged by District, which shall occur at the earliest possible date convenient to the scheduling of the Dam removal project.

6. COMPLIANCE WITH LAWS. District Parties shall materially comply with all applicable federal, state and local laws and regulations while executing the Work.

7. INSURANCE. Subcontracting District Parties, as applicable, shall keep in force during the life of this Agreement comprehensive general liability insurance and workers compensation insurance sufficient to cover the costs of potential liability that may reasonably be expected to arise out of the Work. Upon the District's written request Certificates of Insurance shall be provided to Otto, and Otto shall be designated as an additionally insured on the comprehensive general liability policies of the subcontracting District Parties.

8. INDEMNITY. District shall indemnify and hold harmless Otto from and against all claims, demands, losses, damages and costs incurred by the District that directly arise from the negligent acts, errors, omissions or willful misconduct of each and every District Parties in performing the Work, except to the extent that such claims, demands, losses, damages or costs result from the negligent acts, omissions or willful misconduct of Otto or its agents.

9. TERMINATION. The right of access granted pursuant to this Agreement shall commence on the date this Agreement is executed by both parties and shall terminate upon completion of the Work. District agrees to notify Otto in writing when it has completed the Work. Notwithstanding the above, this Agreement may be terminated by either party on three hundred sixty-five (365) days written notice to the other party, provided that the Access Site shall remain available to District after commencement of the Work, if necessary to complete the project.

10. ASSIGNMENT. District shall not assign this Agreement, or any interests therein, without the written consent of Otto.

11. COUNTERPARTS. This Agreement may be executed in counterparts each one of which shall be and constitute an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OTTO ENGINEERING COMPANY

By: TJ Pansen

Title: PRESIDENT

Date: 12/10/20

FOREST PRESERVE DISTRICT OF  
KANE COUNTY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Exhibit "A"

