



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

July 29, 2021

- I. Call to Order**
- II. Approval of Minutes from May 27, 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 the Elburn and Countryside Fire Protection District**
 - B. Presentation and Approval of Closed Session Minutes from May 17, 2007 through May 2021**
- VI. Communications**
- VII. Chairman's Comments**
- VIII. Adjournment**

Adjournment until: **Thursday August 26th, 2021 at 8:30 a.m. via zoom and in person at the Forest Preserve District Office Board Room 3rd floor 1996 S. Kirk Rd, Geneva, IL 60134**



AGENDA MEMORANDUM

DATE: July 29, 2021

TO: Forest Preserve District Land Acquisition Committee

FROM: John Goreth, Director of Operations
Monica Meyers, Executive Director

VIA: Ken Stanish, Chief Financial Officer

SUBJECT: Presentation and Approval of a Intergovernmental Easement Agreement with the Elburn and Countryside Fire Protection District

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider approving an Intergovernmental Agreement for a property easement along the Great Western Trail with the Elburn and Countryside Fire Protection District (ECFPD).

BACKGROUND:

In May of 2021, ECFPD finished the construction of their new Fire Station #3, located in the Village of Lily Lake. As part of the construction, Forest Preserve District of Kane County (District) staff and ECFPD constructed a short asphalt connection from Fire Station #3 to the Great Western Trail. As part of this connection, ECFPD constructed a drinking water and bicycle-repair station for bicyclists and other trail users. A small, concrete refuse container area was also constructed. As part of this intergovernmental cooperative effort, ECFPD has requested an easement. ECFPD has agreed, as part of this easement, that they will maintain the property from Wooley Road to the west and north of the Great Western Trail. The easement and ongoing maintenance would include the new trail connection to Fire Station #3 and the refuse container storage area.

FINANCIAL IMPACT:

There is no financial impact to the District.

RECOMMENDATION:

Staff recommends approval of this Intergovernmental Easement Agreement with the Elburn and Countryside Fire Protection District.

ATTACHMENTS: *Location Map*
 Plat of Survey
 Agreement

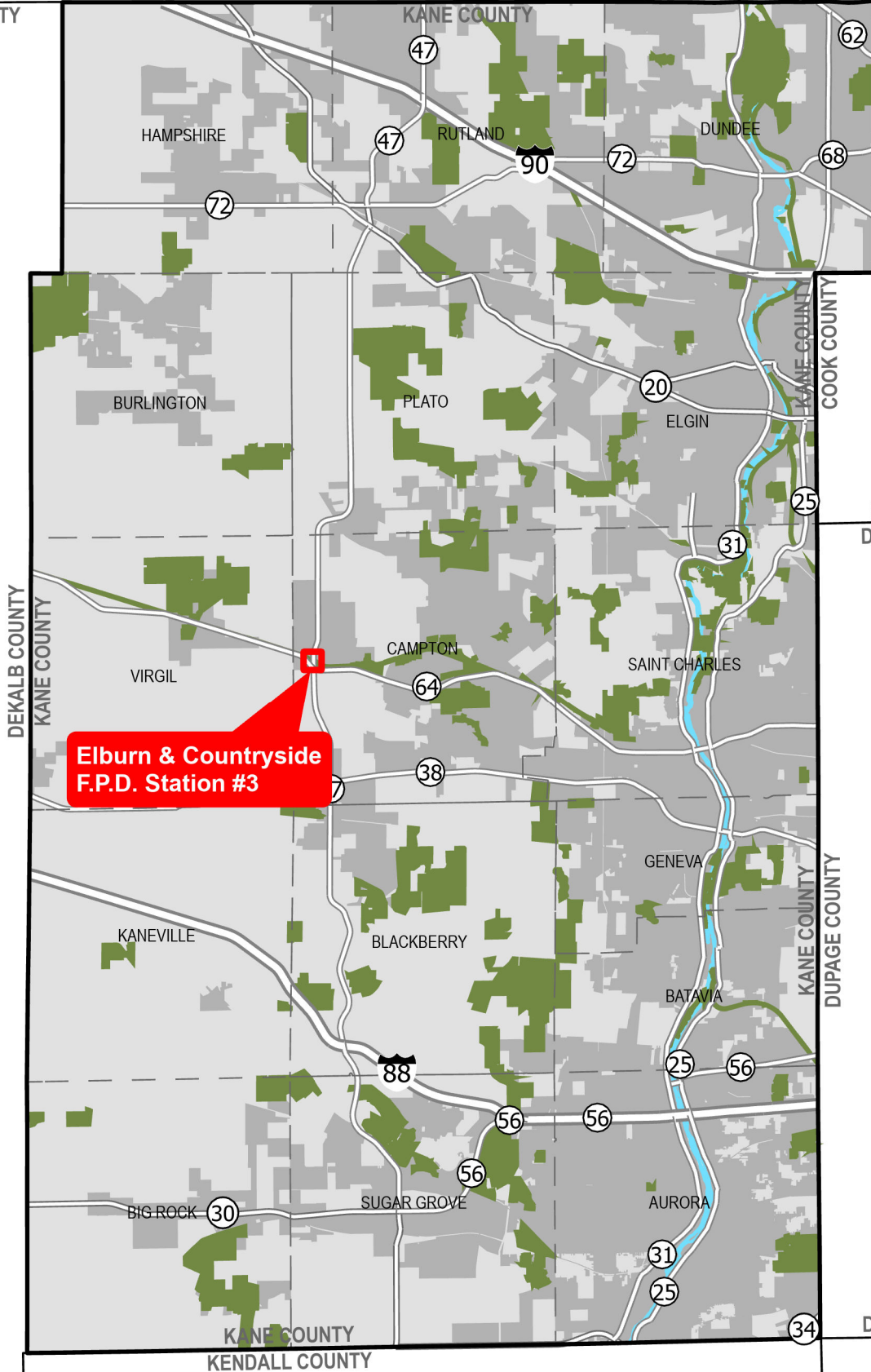


Great Western Trail

County Location Map
Elburn, IL

MCHENRY COUNTY
DEKALB COUNTY

MCHENRY COUNTY



**Elburn & Countryside
F.P.D. Station #3**

COOK COUNTY
DUPAGE COUNTY

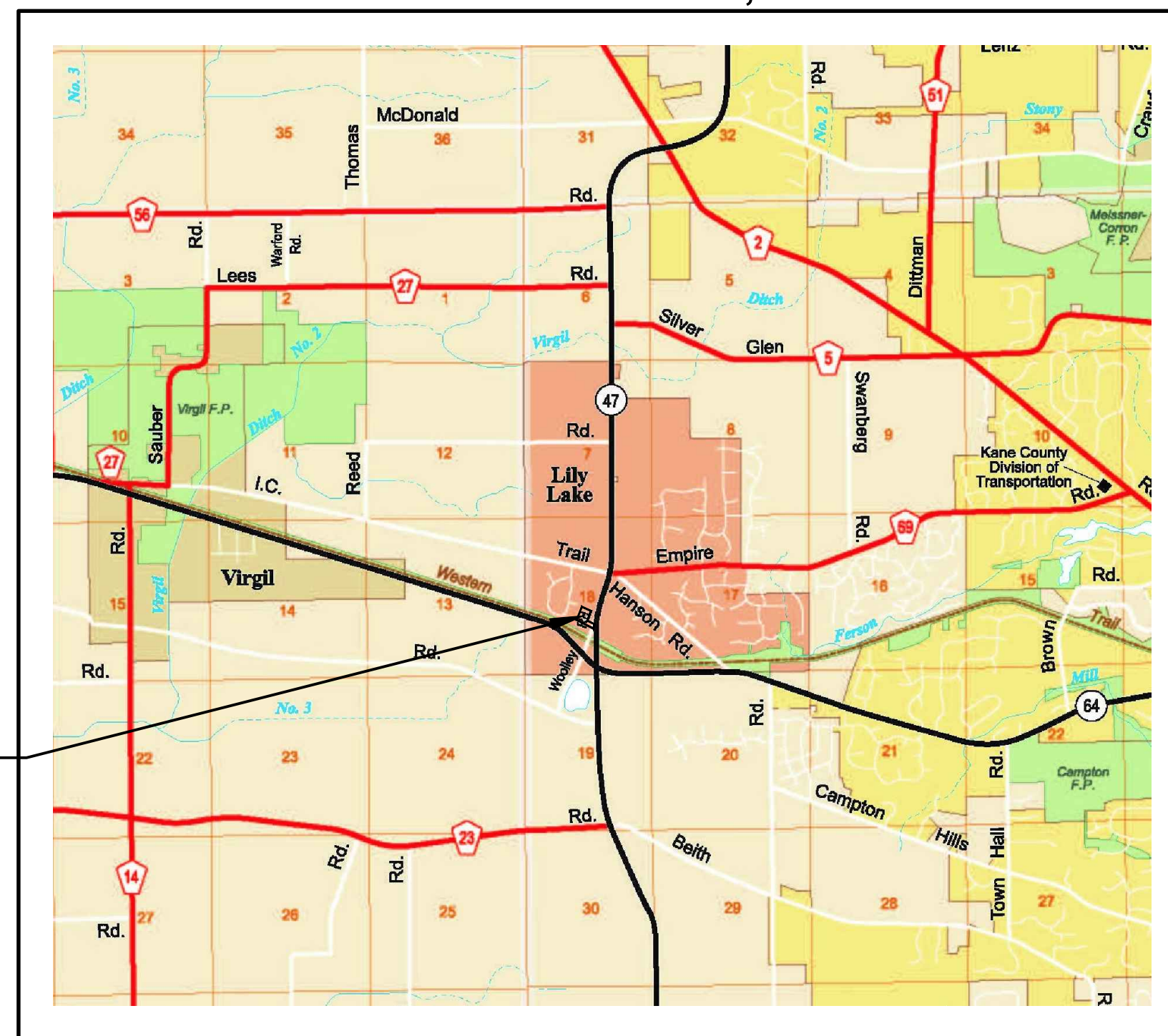


DUPAGE COUNTY
WILL COUNTY

IMPROVEMENT PLANS FOR ELBURN & COUNTRYSIDE FIRE PROTECTION DISTRICT STATION 3

5N276 WOOLEY ROAD
LILY LAKE, KANE COUNTY, ILLINOIS

PERMIT ISSUE: APRIL 20, 2020
BID ISSUE: APRIL 20, 2020



LOCATION MAP
N.T.S.

CLIENT:
ELBURN & COUNTRYSIDE F.P.D.
200 ILLINOIS ROUTE 38
ELBURN, IL 60119-8811
630-365-6855



Engineering Enterprises, Inc.
Consulting Engineers
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

INDEX OF SHEETS

1. COVER SHEET
- * CONSTRUCTION SPECIFICATIONS, SUMMARY OF ESTIMATED QUANTITIES, AND LEGEND
- * EXISTING CONDITIONS EXHIBIT
4. OVERALL SITE PLAN
- * DEMOLITION PLAN
5. UTILITY PLAN
6. GRADING & DRAINAGE PLAN
- * SWPP PLAN
- * SWPP PLAN & DETAILS
- * STANDARD DETAILS
- * LANDSCAPE PLAN
- * INDICATES SHEET NOT INCLUDED IN CONSTRUCTION RECORD DRAWING SET

RECORD DRAWINGS CERTIFICATION

THE RECORD INFORMATION CONTAINED HEREIN WAS OBTAINED AND CALCULATED BY ENGINEERING ENTERPRISES, INC.

I HEREBY CERTIFY THAT THESE RECORD DRAWINGS WERE PREPARED UNDER MY DIRECT SUPERVISION. DATED AT SUGAR GROVE, ILLINOIS, THIS 20th DAY OF MAY, 2021.

John T. Whitehouse
JOHN T. WHITEHOUSE, P.E., P.L.S. ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-042859 EXPIRATION DATE: 11/30/21



ISSUE FOR CONSTRUCTION 06/19/20

**RECORD DRAWINGS:
MAY 20, 2021**

RECORDED INFORMATION IS INDICATED IN *ITALICS*

#	DATE	SHEETS REVISED
6	6/19/20	ISSUE FOR CONSTRUCTION
5	6-8-20	5
4	5/28/20	3, 4, 7
3	5/5/20	1, 6, 10
2	4/24/20	VARIOUS
1	4/13/20	VARIOUS

REVISIONS

SITE REFERENCE MARK 1

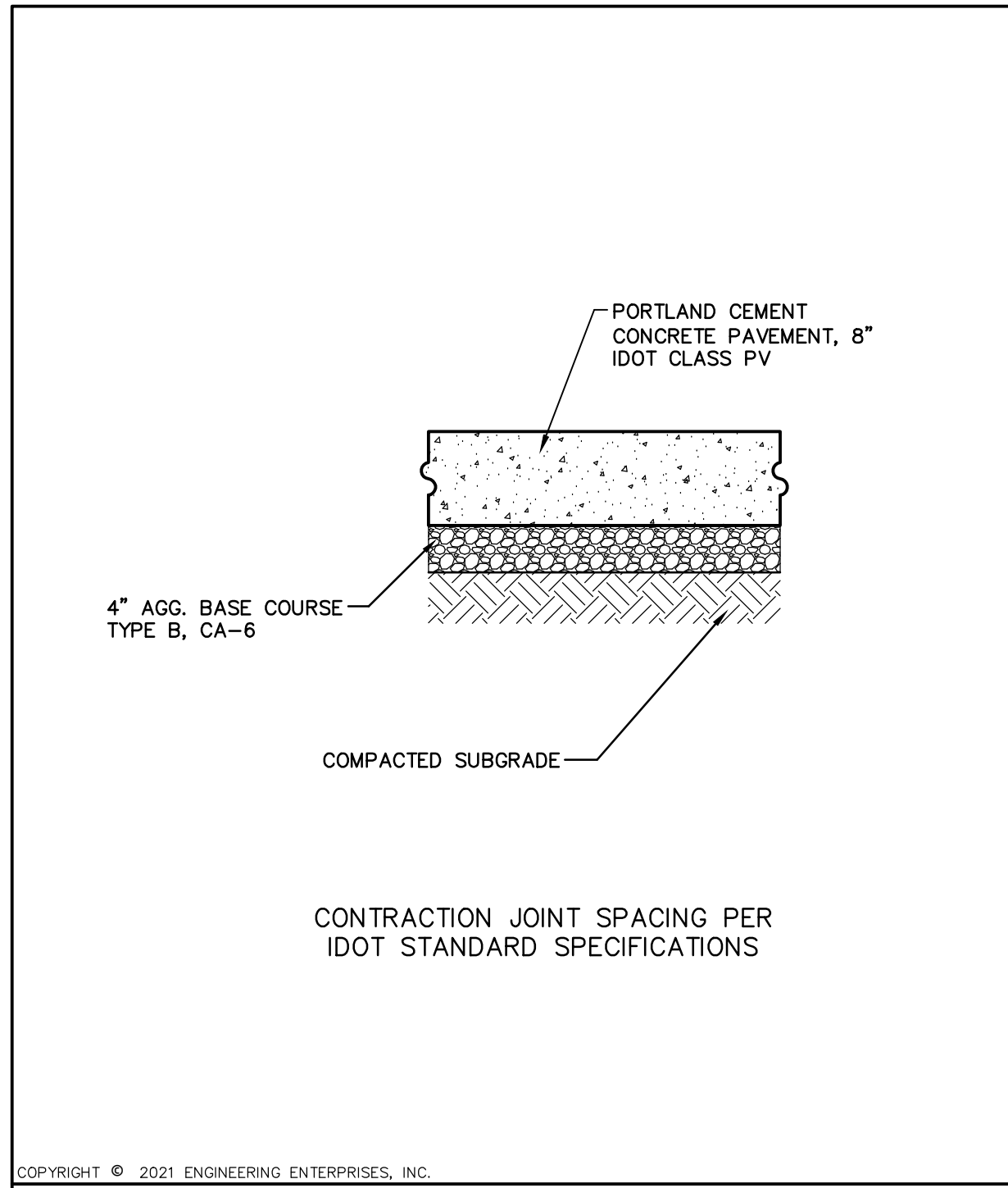
CUT CROSS ON NW CORNER OF CONCRETE PAD FOR PARK DISTRICT INFO SIGN AT THE SE CORNER OF WOOLEY ROAD AND BIKE PATH
ELEVATION = 921.23 (NAVD88)

SITE REFERENCE MARK 2

TOP OF WELL HEAD ON NORTH SIDE OF HOUSE ON THE EAST SIDE OF WOOLEY ROAD ACROSS FROM FIRE STATION.
ELEVATION = 921.17 (NAVD88)

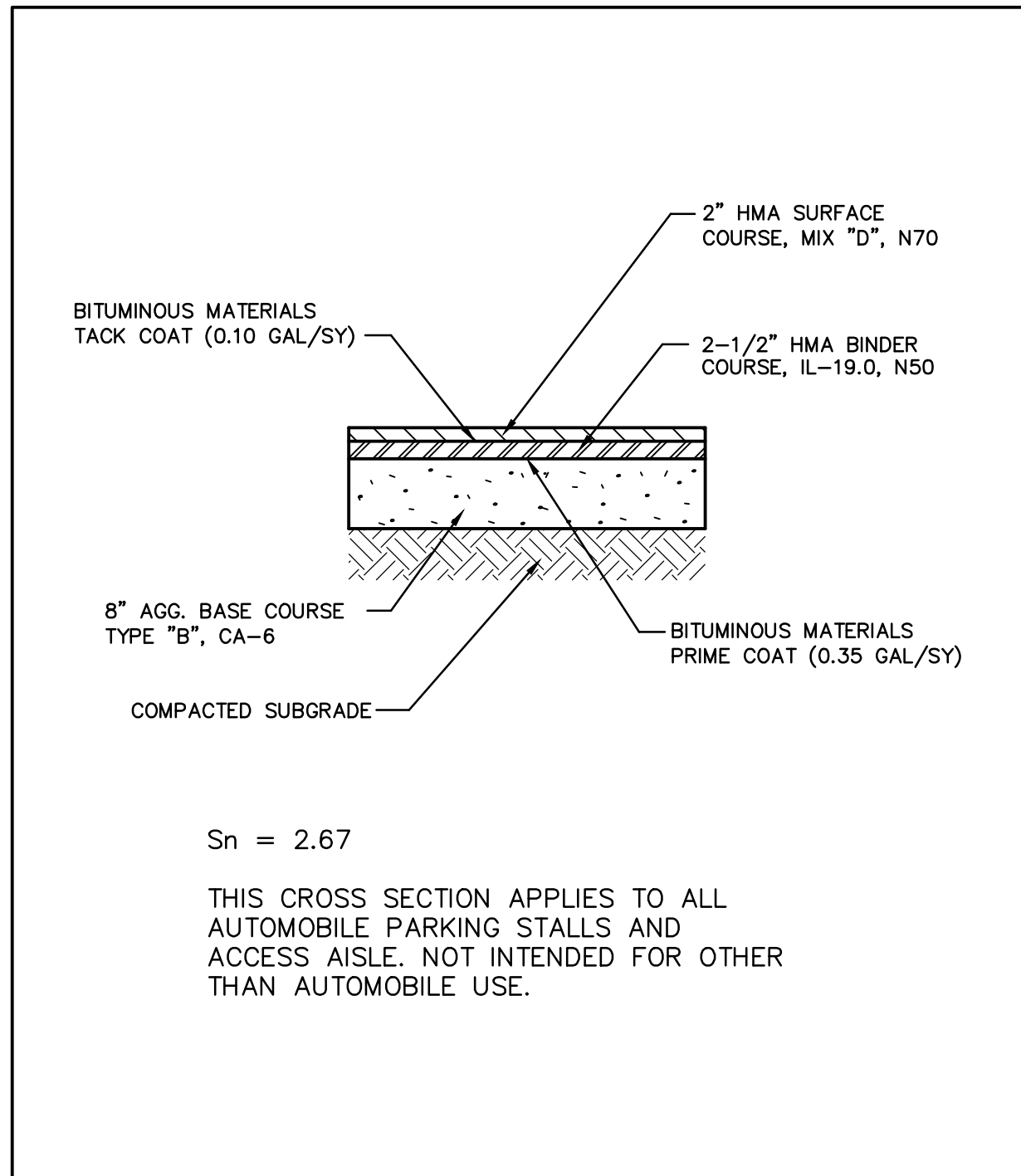
Call Before You Dig

JULIE
ILLINOIS ONE-CALL SYSTEM
Simply Call 811



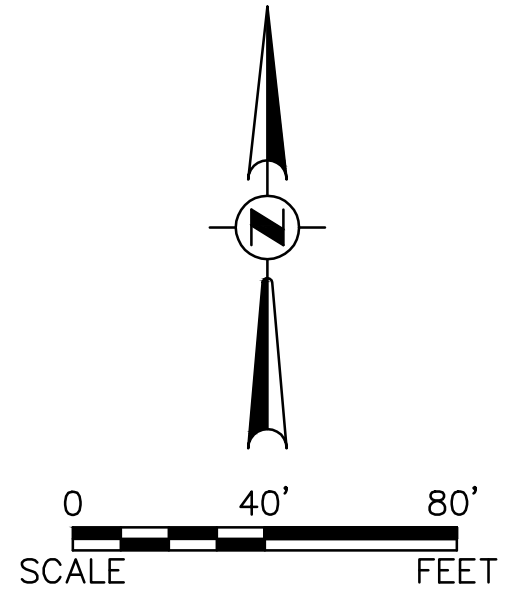
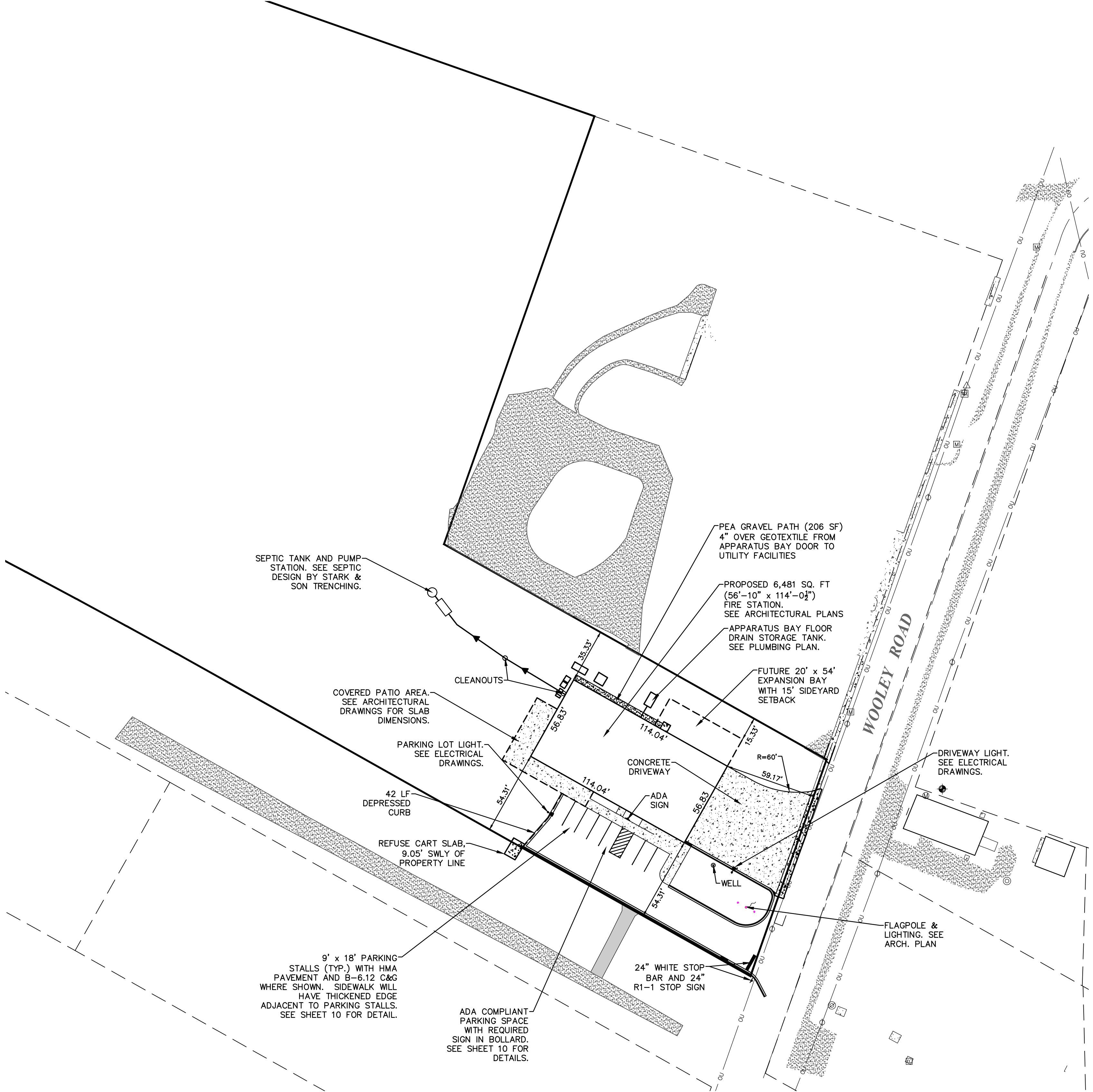
Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 Phone: (630) 466-9350

SCALE: N.T.S.	FOLDER: EE-PV	DRAWING NUMBER: PA-1	DRAWN BY: JTW
DATE: 3/02/05		REVISED: 04/1/20	



Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 Phone: (630) 466-9350

SCALE: N.T.S.	FOLDER: EE-PV	DRAWING NUMBER: PA-2	DRAWN BY: JTW
DATE: 4/1/20		REVISED:	



- SITE PARKING DATA**
- 8 PARKING SPACES INCLUDING 1 ADA PROVIDED.
 - REQUIRED PARKING = 1 SPACE PER EMPLOYEE.
 - SEE SEPTIC SYSTEM DESIGN BY OTHERS.
 - FINAL WELL LOCATION TBD BY WELL DRILLING CONTRACTOR.
 - FINAL ELECTRIC, COMMUNICATIONS AND NATURAL GAS UTILITY CONNECTIONS TBD BY RESPECTIVE UTILITY COMPANY.

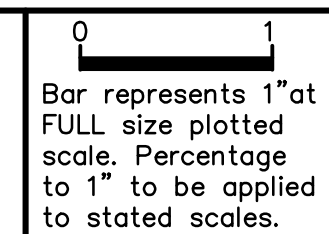
**RECORD DRAWING:
MAY 20, 2021**

RECORDED INFORMATION IS INDICATED IN *ITALICS*

Plotted: May 20, 2021 @ 9:41 AM By: John Whitehouse - Tab: 4-DVERALL

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E.&C.F.P.D.
200 ILLINOIS ROUTE 38
ELBURN, IL 60119-8811



NO.	DATE	REVISIONS
5	6-8-20	SOURCE WELL PIPING DISCONNECTION AND ABANDONMENT NOTES
4	5-28-20	MISCELLANEOUS PER VILLAGE REVIEW
3	5-5-20	MISCELLANEOUS PER ARCHITECT
2	4-24-20	MISCELLANEOUS PER ARCHITECT
1	4-13-20	ADA RAMP REVISIONS AND OTHER PER FINAL ARCHITECTURAL PLANS

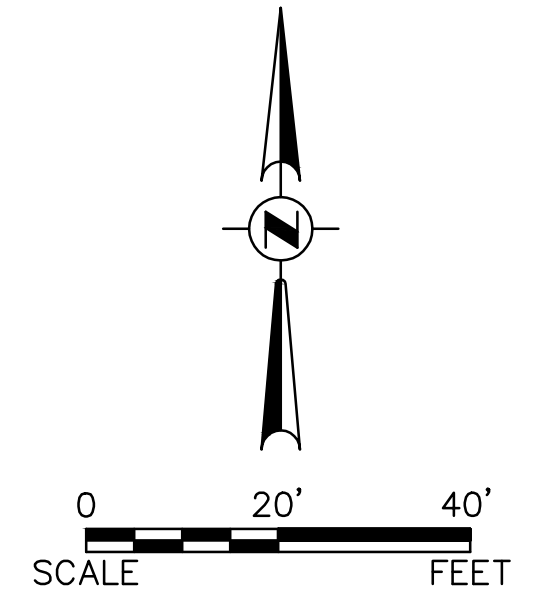
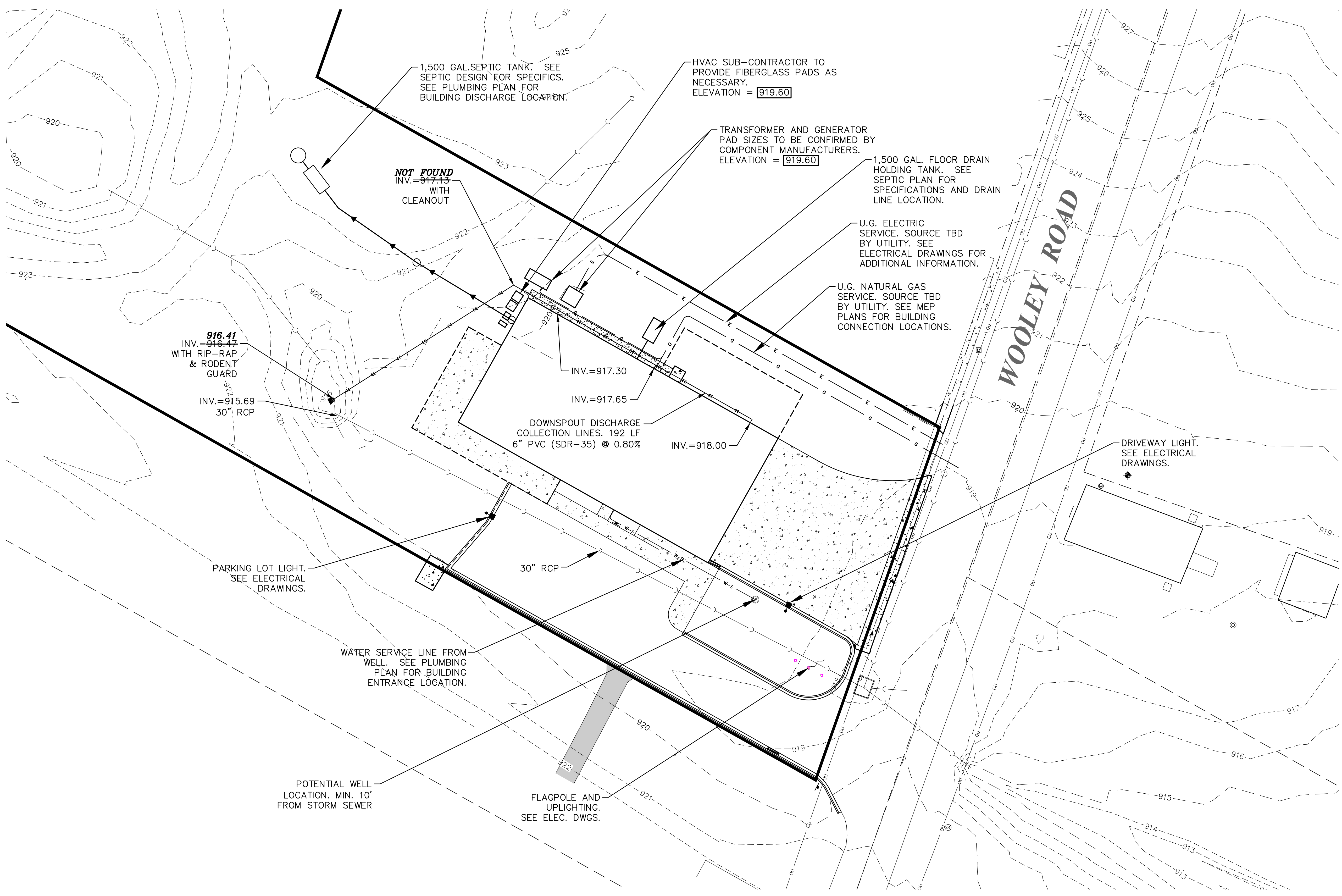
**ELBURN & COUNTRYSIDE
FIRE PROTECTION DISTRICT
NEW STATION No. 3**

**OVERALL
PLAN**

DATE:	MARCH, 2020
PROJECT NO:	EL1918
FILE:	EL1918-CIVIL
SHEET	4 OF 10

PART: \SOSKPRO\EL_ELURN 2019\EL1918\RECORD DRAWINGS\DWG_XREF\EL1918-CIVIL

Plotted: May 20, 2021 @ 8:52 AM By: John Whitehouse - Tab: 6-UTILITY



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1	4-13-20	ADA RAMP REVISIONS AND OTHER PER FINAL ARCHITECTURAL PLANS
NO.	DATE	REVISIONS

**ELBURN & COUNTRYSIDE
FIRE PROTECTION DISTRICT
NEW STATION No. 3**

**UTILITY
PLAN**

**RECORD DRAWING:
MAY 20, 2021**

RECORDED INFORMATION IS INDICATED IN *ITALICS*

DATE:	MARCH, 2020
PROJECT NO.:	EL1918
FILE:	EL1918-CIVIL
SHEET	6 OF 10

Path: H:\SOSKPROJ\ELBURN 2019\EL1918\RECORD DRAWINGS\DWG_XREF\EL1918-CIVIL

Plotted: May 20, 2021 @ 10:00 AM By: John Whitehouse - Tab: 7-GRADING

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ELBURN, IL 60119-8811

0 1
Bar represents 1" at
FULL size plotted
scale. Percentage
to 1" to be applied
to stated scales.

5	6-8-20	SOURCE WELL PIPING DISCONNECTION AND ABANDONMENT NOTES
4	5-28-20	MISCELLANEOUS PER VILLAGE REVIEW
3	5-5-20	MISCELLANEOUS PER ARCHITECT
2	4-24-20	MISCELLANEOUS PER ARCHITECT
1	4-13-20	ADA RAMP REVISIONS AND OTHER PER FINAL ARCHITECTURAL PLANS
NO.	DATE	REVISIONS

**ELBURN & COUNTRYSIDE
FIRE PROTECTION DISTRICT
NEW STATION No. 3**

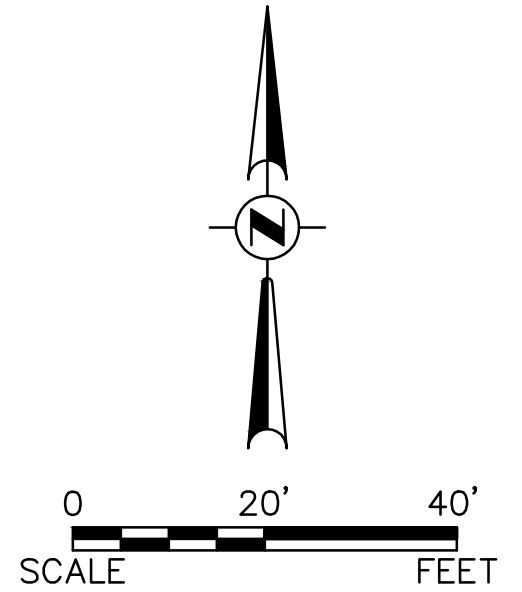
**GRADING
PLAN**

**RECORD DRAWING:
MAY 20, 2021**

RECORDED INFORMATION
IS INDICATED IN *ITALICS*

DATE:	MARCH, 2020
PROJECT NO:	EL1918
FILE:	EL1918-CIVIL
SHEET	7 OF 10

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**INTERGOVERNMENTAL EASEMENT AGREEMENT BETWEEN
FOREST PRESERVE DISTRICT OF KANE COUNTY
AND
ELBURN & 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 **ELBURN & COUNTRYSIDE FIRE PROTECTION DISTRICT**, an Illinois fire protection district (hereinafter referred to as "ECFPD") 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, ECFPD is a fire protection district organized and existing under the laws of the State of Illinois; and

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

WHEREAS, ECFPD has determined that a portion of certain lands currently owned by the DISTRICT depicted in Exhibit "A" attached hereto ("Property") would be useful for local residents located in the County of Kane in relation to ECFPD's newly constructed Fire Station #3 constructed adjacent to the Great Western Trail Path; and

WHEREAS, The District has determined that the use of District property in this manner is proper; 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. The District hereby grants a permanent and perpetual land use to the ECFPD to construct and maintain a screened trash shelter and pad as depicted in Exhibit A, which is incorporated by this reference.. In exchange for the foregoing,

ECFPD agrees to maintain the pad and screened enclosure in accordance with all reasonable and applicable best practices.

2. This Intergovernmental Agreement shall commence upon execution hereof by both parties and shall continue in perpetuity.
3. This Intergovernmental Agreement is not alienable or assignable.
4. In exchange for the rights granted in Paragraph 1, ECFPD agrees to the following requirements on its part:
 5. To mow the open grass areas along the Great Western Trail between Wooley Road and the screened trash enclosure that is the subject of this Agreement, as denoted on the attached Exhibit A;
 - b. To maintain the trail connection between the Great Western Trail and Fire Station in accordance with reasonable and applicable standards; and
 - c. To name the District as a certificate holder and additional insured for the pad and enclosure area on ECFPD's insurance policy(s).
5. 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.
6. 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.
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 ECFPD, its employees or agents, or by reason of any act occurring on the pad and screened trash enclosure, or by reason of an omission with respect to the business or operation of the Enclosure, ECFPD 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, ECFPD shall also directly defend DISTRICT against same.

10. ECFPD shall have no authority, express or implied, to act as agent of the DISTRICT for any purpose. ECFPD shall remain solely responsible for all obligations and liabilities of, and for all loss or damage to, the trash enclosure area, 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.
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 License Agreement to be executed by its duly authorized representative as of the day and year first above written.

KANE FOREST PRESERVE DISTRICT: ELBURN FIRE PROT. DISTRICT:

By: _____
 Its President

By: _____
 Its President

ATTEST:

 Secretary

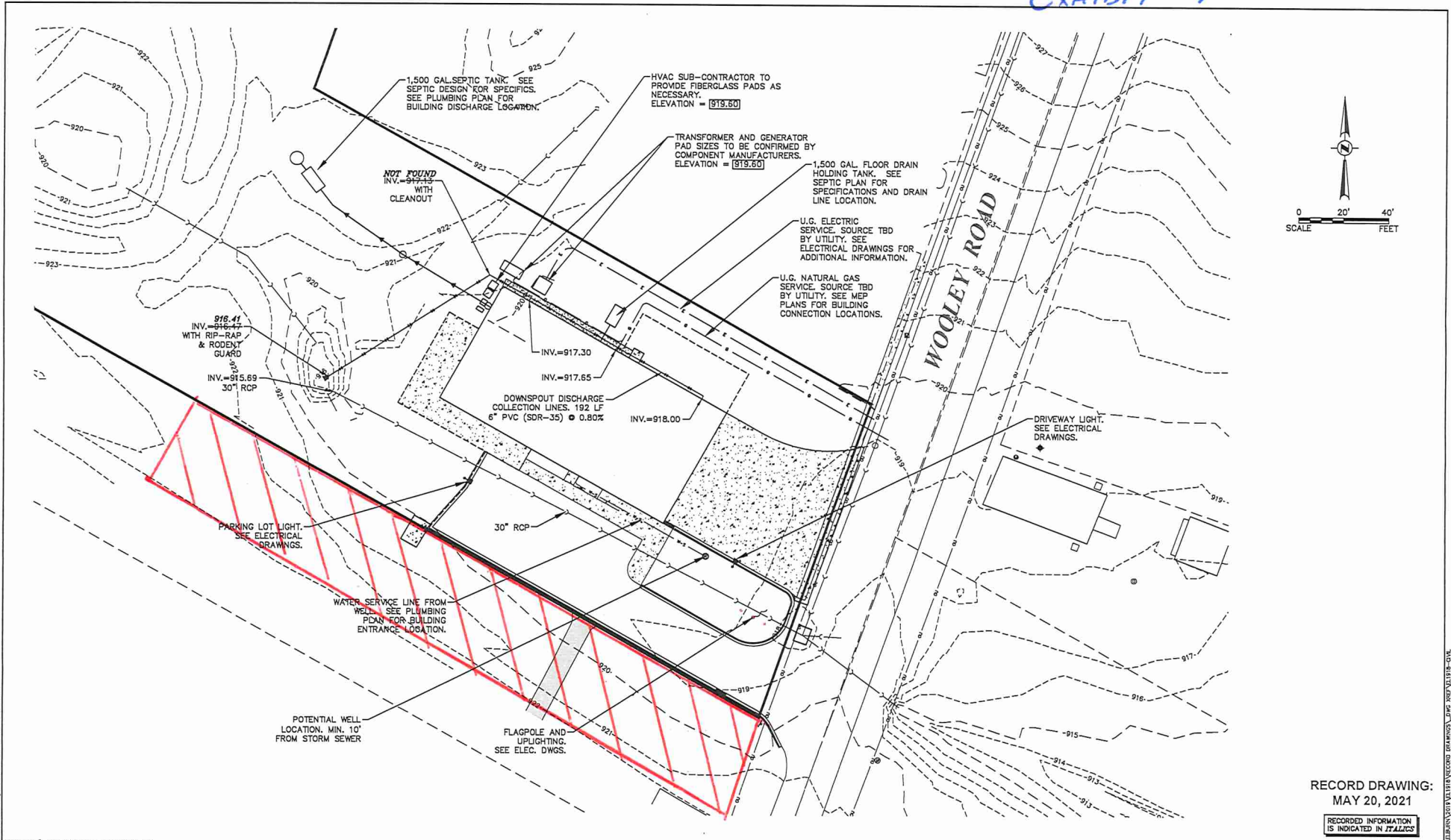
ATTEST:

 Secretary

EXHIBIT A

PROPERTY MAP

EXHIBIT "A"



RECORD DRAWING:
MAY 20, 2021
RECORDED INFORMATION IS INDICATED IN ITALICS

TITLE 3 - 091 - MODERN WPA - 03 INV. 0 12

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0	1	5	6-8-20	SOURCE WELL DRING DISCONNECTION AND ABANDONMENT NOTES
2	4	4	2-29-20	MISCELLANEOUS PER VILLAGE REVIEW
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2	4	4	4-24-20	MISCELLANEOUS PER ARCHITECT
1	4	13	4-13-20	ADA RAMP REVISIONS AND OTHER PER FINAL ARCHITECTURAL PLANS
		NO.	DATE	REVISIONS

ELBURN & COUNTRYSIDE
FIRE PROTECTION DISTRICT
NEW STATION No. 3

UTILITY
PLAN

DATE: MARCH, 2020
PROJECT NO: EL1918
FILE: EL1918-CIVIL
SHEET 6 of 10

Packet Pg. 12



AGENDA MEMORANDUM

DATE: July 29, 2021

TO: Forest Preserve District Land Acquisition Committee

FROM: Gabriella Figliozzi, Assistant
Monica Meyers, Executive Director

VIA: Ken Stanish, Chief Financial Officer

SUBJECT: Presentation and Approval of Closed Session Minutes from May 17, 2007 through May 2021

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider the release of Closed Session minutes and to request permission to destroy audio recordings of same which are older than 18 months and completely released.

BACKGROUND:

The Land Acquisition Committee of the Forest Preserve District of Kane County, Kane County, Illinois has reviewed the minutes of the Closed Sessions pursuant to Illinois Compiled Statute 5ILCS 120/2.03 and has made a determination as to whether the need for confidentiality still exists as to all or part of those minutes which have not been made fully public.

The Committee has determined that the need for confidentiality still exists as to all or part of the Closed Session minutes of: 5/17/07, 11/15/07, 9/24/09, 10/29/09, 12/3/09, 2/25/10, 6/24/10, 1/21/11, 6/30/11, 8/26/11, 9/30/11, 12/1/11, 4/26/12, 6/28/12, 7/26/12, 9/27/12, 2/28/13, 4/25/13, 5/30/13, 7/25/13, 8/29/13, 9/26/13, 10/31/13, 9/29/16, 1/27/17, 4/27/17, 5/25/17, 6/29/17, 7/27/17, 8/24/17, 9/28/17, 12/1/17, 2/23/18, 3/23/18, 4/26/18, 5/24/18, 6/28/18, 7/26/18, 8/24/18, 9/27/18, 10/25/18, 1/23/19, 2/28/19, 4/25/19, 5/23/19, 6/21/19, 7/25/19, 8/29/19, 9/26/19, 10/31/19, 12/3/19, 1/30/20, 2/27/20, 4/24/20, 5/22/20, 6/25/20, 8/27/20, 9/24/20, 10/29/20, 12/18/20, 01/28/21, 02/25/21, 03/25/21, 04/29/21 and 05/27/21.

The Committee has determined that there is no longer a need for confidentiality as to all or part of the Closed Session minutes of: 2/28/19, 7/25/19, 8/19/19, 9/26/19, 10/31/19, 12/3/19, 1/30/20, 2/27/20, 4/24/20, 5/22/20, 6/25/20, 7/30/20, 8/27/20, 9/24/20, 10/29/20, and 12/18/20.

RECOMMENDATION:

The Committee recommends the approval of the Closed Session minutes as presented.