1996 S. Kirk Rd. Suite 320
Geneva, IL 60134

Kane County

Forest Preserve District, Planning and Utilization Committee

Agenda

Chair Cherryl Strathmann, President Christopher Kious, President Pro Tem, Mavis Bates, Executive Director Benjamin Haberthur
Ron Ford, Michelle Gumz, Mike Kenyon, Anita Lewis, Mike Linder, Vern Tepe

Thursday, March 30, 2023 **9:30 AM** **3rd Floor Board Room**

I. Call To Order

II. Approval of Minutes from February 23, 2023

III. Public Comment (Each Speaker is limited to three minutes)

IV. Bids and Proposals

TMP-23-415 Resolution Approving a Bid for the Roof Replacement of the North Operations Cold Storage Facility Located in Muirhead Springs Forest Preserve

V. New or Unfinished Business

TMP-23-396 Resolution Approving a Stewardship Services Agreement With the Wayne Area Conservancy Foundation

VI. Closed Session to Discuss Land Acquisition, License Agreements, Potential Litigation and Personnel

VII. Communications

VIII. Chairman's Comments

IX. Adjournment
Adjournment until: Thursday, April 27, 2023 at 9:30 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=aURTSGJoRlVJNDRCcHJXd3dvaVVrUT09 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.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FP RESOLUTION NO. TMP-23-415

RESOLUTION APPROVING A BID FOR THE ROOF REPLACEMENT OF THE NORTH OPERATIONS COLD STORAGE FACILITY LOCATED IN MUIRHEAD SPRINGS FOREST PRESERVE

WHEREAS, the Forest Preserve District of Kane County, Kane County, Illinois, finds is necessary and desirable to award the project of Muirhead Cold Storage Facility Roof Replacement to R. A Pinno & Sons Construction, Inc. Rosendale, Wisconsin; and

WHEREAS, the District used the sealed competitive bid process to secure project costs from interested companies with R. A. Pinno & Sons Construction, Inc. being the lowest responsible bidder at $46,947.00 including base and option; and

WHEREAS the District will set aside an additional $2,347.35 as contingency money for any unforeseen additional costs that may arise during the project; and

WHEREAS, the District is anticipating insurance reimbursement of $29,695.00 at project completion bringing the District's financial responsibility not to exceed $19,599.35.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois, that award be given to R. A. Pinno & Sons Construction Inc., Rosendale, Wisconsin, for the Muirhead Cold Storage Facility Roof Replacement, for a total cost not to exceed Forty-nine thousand two hundred ninety-four dollars and thirty-five cents ($49,294.35) Be, and hereby is, accepted and approved.

APPROVED AND PASSED on this 11th day of April 2023.

_____	_____
Christopher Kious	Myrna Molina
President, Kane Forest Preserve	Secretary, Kane Forest Preserve
Kane County, Illinois	Kane County, Illinois

AGENDA MEMORANDUM

DATE: March 30, 2023

TO: Forest Preserve District Planning & Utilization Committee

FROM: Mark Pentecost, Director of Operations

SUBJECT: Presentation and Approval of Awarding Bid for Muirhead Cold Storage Facility Roof Replacement

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider the approval of a bid for construction with R.A. Pinno & Sons Construction, Inc. for the Muirhead Cold Storage Facility Roof Replacement project.

BACKGROUND:

In September of 2022 we experienced a weather event in the north end of the county that ultimately ended with damages to the North Operations Maintenance Facility located at Muirhead Springs Forest Preserve. The Cold Storage Building that was salvaged through the acquisition of the property sustained most of the damage with the roof failing in multiple locations by wind or falling debris. A claim was filed and was processed for the 70% of the roof that received the damages. Staff investigation provided a recommendation that it would be best for the longevity of the structure to also look at replacing the remaining 30% with District funds. Based on that additional work as well as the significant delay in claims processing this repair was no longer classified as emergency work and was required to go out to bid.

The bid was sent to 38 vendors with 3 respondents. R. A Pinno & Sons Construction, Inc. out of Rosendale Wisconsin was the lowest qualified bidder at $46,947.00 including 100% of the roof being replaced. Anticipated insurance reimbursement of $29,695.00 will be provided to the district upon receipt of the final invoice of the project. Additionally, $2,347.35 (5% TPC) shall be set aside as contingency to cover any unanticipated additional costs during the roof replacement, for a total possible cost of $49,294.25.

FINANCIAL IMPACT:

The total cost paid by the District will not exceed $49,294.35 from account number 01-21-22-6090. Funds totaling $29,695.00 will be reimbursed at the completion of the project through PDRMA (insurance). The District's portion of the roof replacement after the insurance reimbursement will be $19,599.35. Insufficient funds remain within account 01-21-22-6090, which has a balance of $17,353.84 remaining. The additional $31,940.51 of funds needed for the project are available within the Operations Department account number 01-21-23-6090, which has a budget remaining of $87,511.20.

RECOMMENDATION:

Staff recommends the Committee approve the bid from R. A. Pinno & Sons Construction, Inc., Rosendale, Wisconsin, for the replacement of the Muirhead Cold Storage Facilities Roof for a base bid and option 1 for $46,947.00, plus a contingency of $2,347.35 to cover any unanticipated additional costs for a project total not to exceed $ 49,294.35

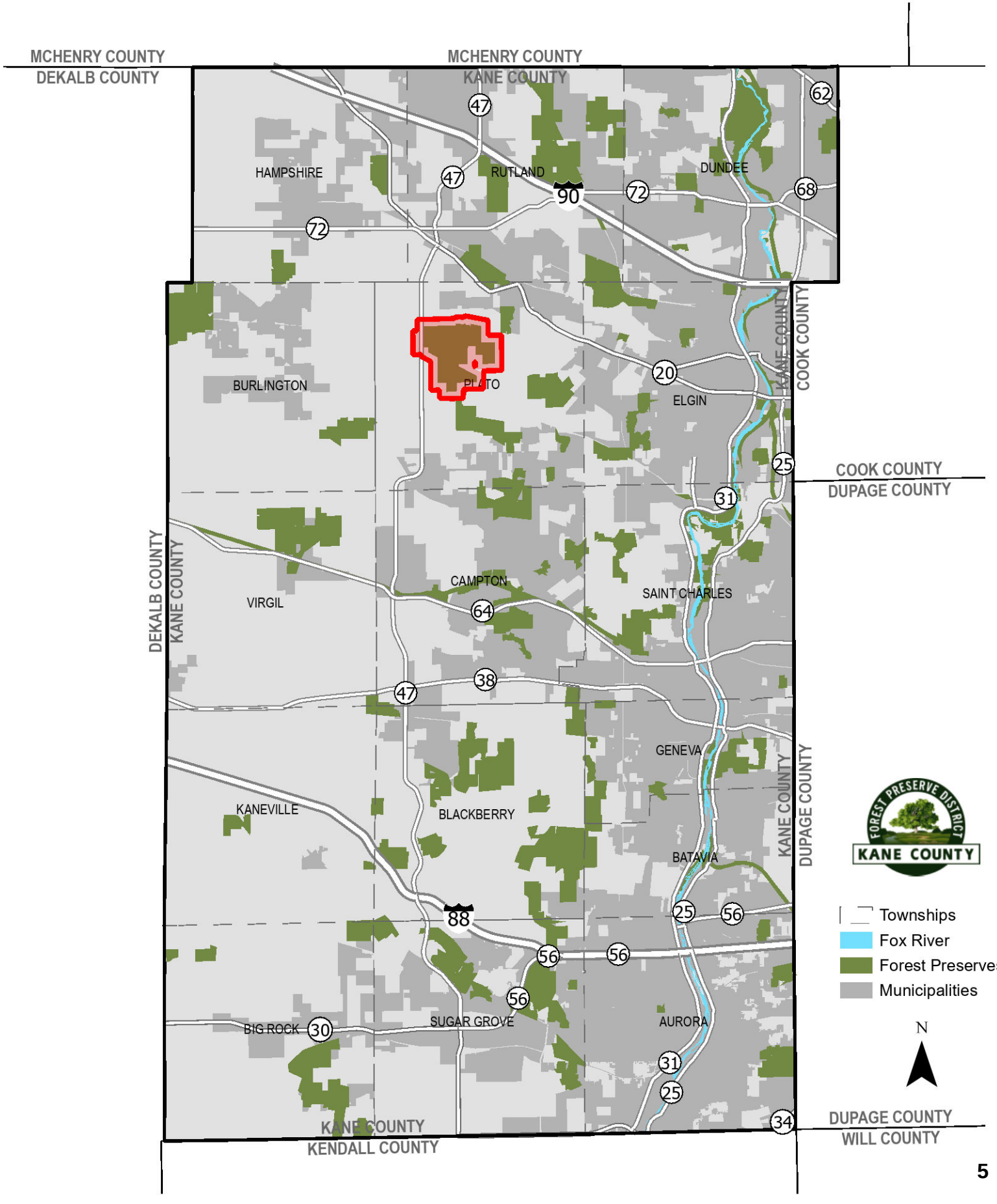
ATTACHMENTS:

Bid Abstract

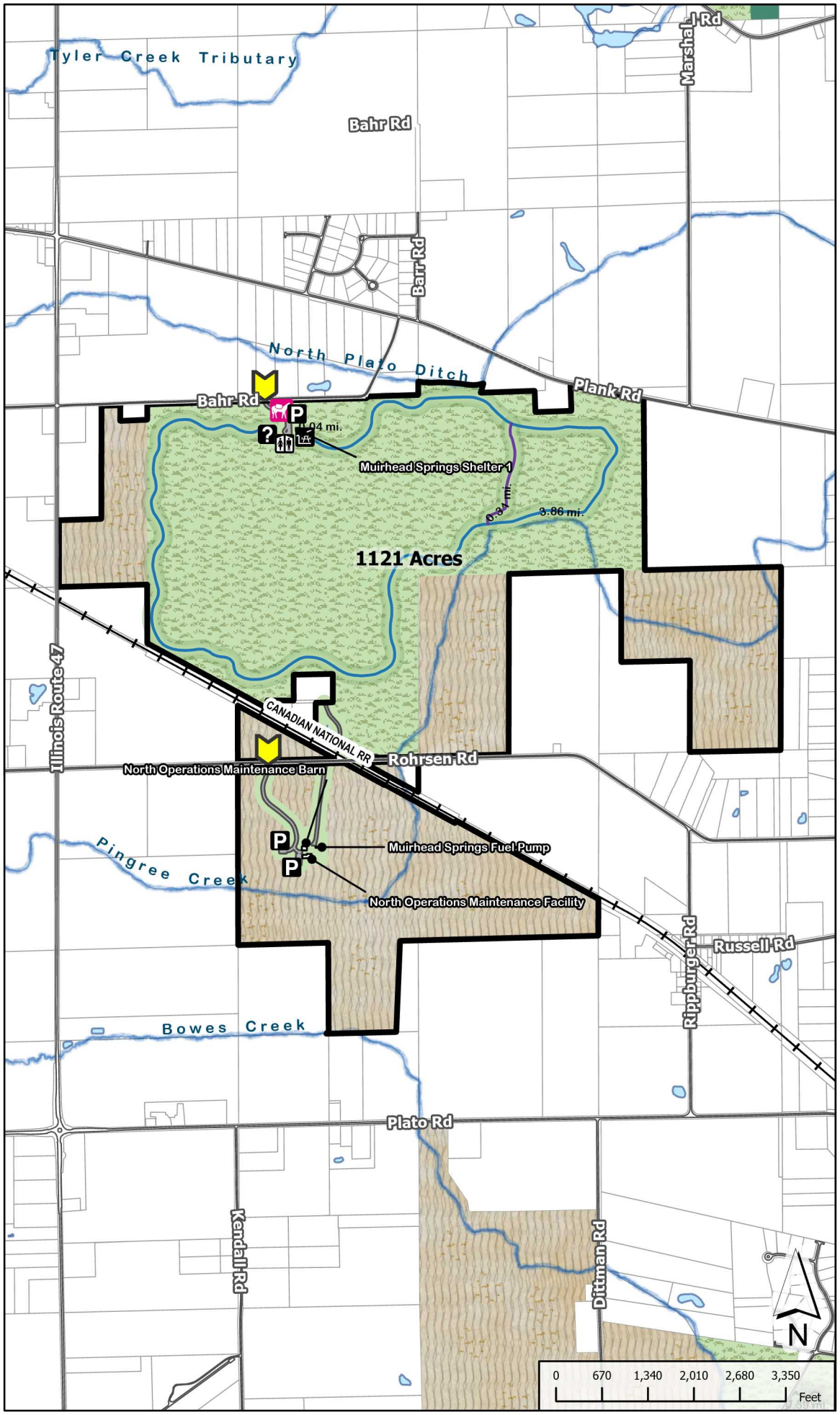
Muirhead Springs F.P.

County Location Map

Hampshire, IL



Muirhead Springs Forest Preserve



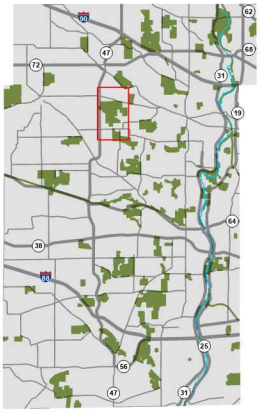
FOREST PRESERVE DISTRICT KANE COUNTY

- Entrance
- Model Aircraft/Drone Field
- Equestrian Area
- Off-Leash Dog Area
- RV Campground
- Camp Sites
- Kiosk
- Parking
- Shelter
- Restroom
- Forest Preserve Road
- Forest Preserve Boundary
- Cropland
- Grassland
- Mowed Land
- East Cutover Trail,Asphalt
- Grand Prairie Loop Trail,Asphalt
- Shelter Access Trail,Asphalt
- Kane County Bike Trails

42W797 Rohrsen Rd
Hampshire, IL 60140

Information: (630) 232-5980
www.kaneforest.com
Hours: Daily, Sunrise-Sunset

Updated 1/24/2023



ABSTRACT OF BIDS

MUIRHEAD SPRINGS FOREST PRESERVE ROOF REPAIR

SB-FP-11-2223

Sent to 38 Vendors 3 Responses

Bidders Name	R. A. Pinno & Sons Construction, Inc.	DCG Roofing Solutions, Inc.	G. E. Riddiford Company, Inc.
Address	Rosendale, WI	Melrose Park, IL	Arlington Heights, IL
Base Construction Cost	$33,109.00	$55,150.00	$78,700.00
Option No. 1 - South Side Replacement	$13,838.00	$27,864.00	$34,200.00
Total Base Bid and Option	$46,947.00	$83,014.00	$112,900.00

I have certified that I have opened, read and recorded all bids received in response to this invitation.

David Petschke, Chief Financial Officer

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FP RESOLUTION NO. TMP-23-396

RESOLUTION APPROVING A STEWARDSHIP SERVICES AGREEMENT WITH THE WAYNE AREA CONSERVANCY FOUNDATION

WHEREAS, the Forest Preserve District of Kane County and the Wayne Area Conservancy Foundation desire to enter into a cooperative stewardship agreement for the prairie restoration at Hoscheit Woods Forest Preserve in accordance with the terms and conditions attached hereto; and

WHEREAS, the Wayne Area Conservancy Foundation has been assisting with the restoration efforts on certain portions of the preserve with the planting and maintenance of native grasses and forbs within the restoration area and assisting the District, acting as an independent contractor pursuant to the agreement of August 14, 2012; and

WHEREAS, Exhibit A sets forth the respective responsibilities and rights of each of the parties to said amendment to the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Forest Preserve District of Kane County, Illinois, that the President and Secretary of said District be, and hereby are, authorized to execute and deliver on behalf of the Forest Preserve District of Kane County this agreement in accordance with its terms.

APPROVED AND PASSED on this 11th day of April 2023.

_____ _____

Christopher Kious
President, Kane Forest Preserve
Kane County, Illinois

Myrna Molina
Secretary, Kane Forest Preserve
Kane County, Illinois

AGENDA MEMORANDUM

DATE: March 30, 2023

TO: Forest Preserve District Planning and Utilization Committee

FROM: Patrick Chess, Director of Natural Resources
Benjamin Haberthur, Executive Director

SUBJECT: Presentation and Approval of an Agreement Renewal with the Wayne Conservancy for Use of the Hoscheit Woods Forest Preserve

PURPOSE:
The purpose of this memorandum is to provide the Committee with information to consider approving the renewal of the Prairie Restoration Stewardship Services Agreement with Wayne Area Conservancy Foundation at Hoscheit Woods Forest Preserve.

BACKGROUND:
Late in 2011, the District acquired the 162.6-acre Swanson parcel along Illinois Route 25 in St. Charles, now known as Hoscheit Woods Forest Preserve. During the spring and summer of 2012, staff, with input from general counsel, PDRMA (liability) and the Wayne Area Conservancy Foundation officers; drafted a 3-year agreement concerning cooperative management of the preserve. The Conservancy is unique in that it has an active group of volunteers, its own equipment and fund-raising capability. The 3-year agreement was approved and signed by both parties in September 2012.

Between 2012 and early 2015, the Conservancy has removed hundreds of feet of tree line, hundreds of feet of fence posts and barbed-wire fencing, cleared invasive brush from five acres of oak savanna, contributed $25,000 toward the purchase of prairie seed, installed prairie seed across 22 acres, and mowed weed as needed each summer. The District fully appreciates all the hard work and accomplishments of the Conservancy volunteers, as they are conducting work staff otherwise could not tackle. This stewardship work continued as the agreement was renewed in 2015 and 2018 and is now currently expired.

At this time, staff is recommending the renewal of the agreement with the Conservancy for another three-year term.

FINANCIAL IMPACT:
The District will experience no financial impact to approving this agreement.

RECOMMENDATION:
Staff recommends entering into a three-year stewardship agreement with the Wayne Area Conservancy Foundation at the Hoscheit Woods Forest Preserve for the purposes of restoration management.

ATTACHMENT: *Agreement, Restoration Area Map*

PRAIRIE RESTORATION STEWARDSHIP SERVICES AGREEMENT BETWEEN FOREST PRESERVE DISTRICT OF KANE COUNTY AND THE WAYNE AREA THE CONSERVANCY FOUNDATION

This Agreement, entered into this 11th day of April, 2023, by and among the Forest Preserve District of Kane County (hereafter, "District") and the Wayne Area The Conservancy Foundation (hereafter, "The Conservancy");

WHEREAS, the aforesaid Parties share a mutual commitment to promoting and expanding public natural open space and recreation opportunities, and desire to work together to restore native plantings on portions of the District land, described on Exhibit A, attached hereto and now known as "Hoscheit Woods Forest Preserve," formerly known as the "Little Woods Forest Preserve," formerly known as the "Swanson Farm" (hereafter, such designated area shall be referred to as the "Restoration Area); and

WHEREAS, the District is an Illinois Forest Preserve District, existing under and by virtue of the Illinois Downstate Forest Preserve Act; and

WHEREAS, the Conservancy was established to provide for the conservation, preservation, and maintenance of Wayne area equestrian trails and facilities, and to support equestrian education at all levels in a manner that is considered passive and non-destructive to District lands; and

WHEREAS, the Conservancy has requested permission to plant and maintain native grasses and forbs on and within the Restoration Area, as well as undertake various related restoration work and assistance as a steward for the District, acting expressly as an independent contractor, pursuant to this Agreement; and

WHEREAS, all the aforementioned Parties may hereafter be referred to herein collectively as the "Parties;" and

WHEREAS, it is in the best interest of the Parties to work together to coordinate, integrate, support, and consolidate the Planning, design, development, construction, and general operations of restored public open space and recreational areas in the Restoration Area, when basic functions are compatible and a public benefit may be derived; and

WHEREAS, public and volunteer investment in expanding and promoting native planting restoration of public open space, and related recreational opportunities and trails related to same, creates a mutually beneficial environment in which to provide and enhance quality native environments and recreation opportunities for the general public; and

WHEREAS, the Parties agree that, through cooperative, supportive, and volunteer efforts, each Party can contribute to greater public benefit and service; and

WHEREAS, the board and administrative staff of the District will, therefore, endeavor to follow a policy for the reciprocal planning, design, development, construction, restoration, operation, coordination, use and maintenance of the Restoration Area; and

WHEREAS, the Restoration Area is intended to provide public recreational trail use as well as access between existing recreation facilities and to scenic restored areas; and

WHEREAS, it is desirable that each Party to this Agreement contribute to the Planning, financial support, in kind services, volunteer services, and other participation; and

WHEREAS, this Agreement cannot be considered absolute, but shall serve as a frame of reference for evaluation of specific proposals and recommendations. Standards outlined herein ensure that the Parties' concept of cooperative planning, design, development, construction, use and maintenance is followed to the maximum extent possible, while the actions to be taken by the Conservancy are fully

intended to be undertaken by it as an independent contractor, subject to the review and reasonable oversight of the District in the restoration activities.

Now, therefore, for good and sufficient consideration, the receipt and sufficiency of which is hereby freely acknowledged by the Parties hereto, be it agreed by and between these Parties as follows:

ARTICLE I - PLANNING

1. That the Parties agree to work together to establish a Plan for the design, development, restoration, construction, and maintenance of the Restoration Area, including updating the Plan, from time to time as appropriate. The Conservancy shall serve in a funding, advisory and volunteer capacity on behalf of District, but its actions and the actions of its agents and employees on site shall remain at all times under its control and direction as an independent contractor, subject at all times to District staff review and oversight of the Plan and specific projects included therein.

2. That good communication and the exchange of information and expertise in planning and executing the Plan, including capital projects and the development of public property, will help to assure that community resources are maximized in meeting the needs of the public.

3. That the District and the Conservancy shall review the long term and short term plans of the Parties on a scheduled and "as-needed" basis. The purpose of this periodic review shall be to ensure compliance with the Plan to the betterment of the community. The Conservancy shall serve in a volunteer and independent contractor capacity to the District.

4. That the intent of this cooperative planning effort shall be to benefit from the special interests and skills of the staff and/or volunteer members of each Party, and to match the appropriate staff member and/or volunteer to the task at hand, all to the benefit of the general public.

5. That cooperative planning efforts shall be utilized in establishing, implementing, and modifying the Plan as well as all development and improvements associated with the design, construction and maintenance of the Restoration Area.

ARTICLE II - DEVELOPMENT

1. The Parties shall establish a Plan for the Restoration Area, including recommended development standards according to criteria of suitability, feasibility, and general public benefit. The Parties fully recognize and understand that no mandated guidelines, rules or regulations exist as to the design, construction, or operation of Illinois public access trails and/or natural areas, but that all restoration activities to be taken will be done in a workmanlike manner by the Party providing same.

2. The Conservancy shall provide funding for all equipment and labor for the Restoration Area, including construction of the proposed improvements within the Restoration Area located therein, and shall provide Conservancy members to aid in the construction of the Restoration Area – under the control, supervision and direction of the Conservancy at all times. All materials to be used in restoration shall be provided by the Parties on a cost sharing basis to be determined between them, based on availability and price of prairie plant seed and related materials.

3. All Parties agree to work on-site in a safe manner, when operating machines or chainsaws in the course of standard restoration work. This includes the wearing and full use of Personal Protective Equipment (PPE) such as, but not limited to chainsaw chaps, high visibility vest, helmet, gloves, protective eye wear, hearing protection, and work boots. Proper PPE shall be worn by all District staff and Conservancy members engaged in both routine and special event restoration tasks.

4. All species to be introduced to the Restoration Area must have a native source within 200 miles of Kane County and must be approved by the District's Director of Natural Resources. All persons applying herbicide on the Restoration Area must possess a valid Illinois Department of Agriculture herbicide applicator or operator's license at all times when on site, and provide the District with a copy of same in advance of the initial application of herbicide by such persons. The Conservancy shall not enter into any contract with a third Party to perform any work on the Restoration Area without the prior written approval of the District, and any such contract shall be subject to such terms and conditions as the District deems necessary for its protection. The Conservancy shall not delegate its obligations to non-members or non-employees of the Conservancy, nor shall the Conservancy sublicense, sell, convey or otherwise transfer its rights and responsibilities under this Agreement to any third Party without the prior written approval of the District.

5. The Conservancy shall comply with all applicable laws, rules and regulations, and with all District ordinances now in force or hereafter enacted in exercising the rights granted under this Agreement. It is further the intent of the Parties that the forest preserve remain open to the public to the greatest extent possible during development activities; accordingly, construction work and restoration activities will be scheduled and carried out in such a manner as to best accommodate that intent, with the understanding that public safety must also be addressed in the construction practices and restoration activities, so temporary closures will be permitted in that context.

ARTICLE III - MAINTENANCE

1. The Parties shall establish a general maintenance plan for the Restoration Area, including recommended maintenance standards according to criteria of suitability, feasibility, and general public benefit. The Conservancy shall provide members to serve as volunteers for the District to perform maintenance services for the District – under the control, supervision, and direction of the Conservancy. The provisions applicable to the Development phase as set forth in Article II, Section 3 shall apply equally to the Maintenance phase hereunder.

2. After initial implementation of the Plan is completed, District annually shall provide the Conservancy with a specific plan of work by March 1st, of each year, to be approved by the District's Executive Director, or designee, and the Conservancy's Executive Director, or designee. The Plan of work shall outline the tasks to be performed during the year, such as, but not limited to, tillage practices, seeding, planting, invasive species management, augmentation, herbicide applications, mowing, and prescription burning. The work plan shall outline which of the Parties to the Agreement will perform each restoration maintenance task. The Conservancy shall have a non-exclusive license to enter upon the Hoscheit Woods Forest Preserve and the Restoration Area within same to undertake and complete the foregoing tasks assigned to and assumed by it. Likewise, the Parties agree that the forest preserve should remain open to the public to the greatest extent possible during maintenance activities; accordingly, maintenance activities will be scheduled in such a manner as to best accommodate the public, subject to maintaining public safety as well, so temporary closures will be permitted in that context, as necessary.

3. The Conservancy shall provide District with monthly reports detailing the total volunteer hours and activities performed at Hoscheit Woods Forest Preserve. Report is to be delivered by the 25th, of each month.

ARTICLE IV - USE

1. When feasible, the District shall promulgate uniform policies, ordinances, rules, regulations, signage, and operating procedures relating to use of the Restoration Area. Notwithstanding the same, District shall have sole discretion as to the content and placement of posted signage. The enforcement of any rules, regulations, and ordinances shall be the responsibility of the appropriate law enforcement agency having jurisdiction over the various parcels of the Restoration Area.

2. The District shall grant the Conservancy preferential consideration in the use of the Restoration Area for the Conservancy-sponsored activities and events.

ARTICLE V - COORDINATION

1. A liaison shall be appointed by each Party to act as the primary contact whenever issues must be resolved or as opportunities for further cooperation arise.

ARTICLE VI – INSURANCE REQUIREMENTS

1. Coverage Requirement: The Parties hereto acknowledge that as of the date of this Agreement, the District has obtained liability coverage through the Park District Risk Management Agency (hereinafter referred to as "PDRMA"). Said coverage shall provide general liability coverage for District employees and District volunteers, but no representation or warranty is made herein as to coverage hereunder with respect to the Conservancy or its agents and employees.

2. The Conservancy shall maintain and keep in force at all times during the term of this Agreement Commercial General Liability Insurance specifically including bodily injury, personal injury and property damage with limits of not less than $2,000,000 per occurrence, written on an occurrence basis, and extending said coverage to the District, as an additional insured.

3. Each Party shall provide the other Parties with a certificate of insurance and applicable policy endorsement, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

ARTICLE VII - OBLIGATIONS OF PARTIES

The obligations of the Parties shall be as follows, subject to the annual/ongoing approval of their governing boards:

1. To appropriate or budget for annual contributions necessary to implementing the Plan and their respective responsibilities associated with the Restoration Area, subject to budget constraints and staff availability of the Parties.

2. To develop, operate, and maintain the property in accordance with the Plan and such other Agreements, plans, policies and regulations as may be mutually agreed upon.

3. To continue to utilize the Restoration Area described herein, as provided for herein and to not knowingly permit uses on said property, which prevents the operation of the Restoration Area by the public, generally, except for temporary closures of areas within the Restoration Area for specific scheduled work or maintenance.

4. If the Restoration Area improvements or any of them is destroyed by natural disaster, Act of God or other unforeseen circumstance outside the control of the Parties, the District shall have the right to terminate this Agreement or allow for restoration on terms to be determined by the District.

5. Either party shall be able to terminate this Agreement for cause, given three months written notice to the other party.

ARTICLE VIII - CONTRACTUAL OBLIGATION

1. This document shall constitute a contract among the Parties. The obligations and responsibilities of the Parties set forth herein including the obligation to take no action inconsistent with this Agreement as originally written or validly amended shall remain a continuing obligation and responsibility of the Parties. The terms of this contract may be enforced in a court of law by any Party including specific performance and injunctive relief. The consideration for the duties herewith imposed upon the Parties to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and Agreements of the Parties set forth herein. This contract may be executed in duplicate originals or any number of counterparts and its passage by the District shall be evidenced by a certified copy of an ordinance or resolution passed by it. Provided, however, that except to the extent agreed to herein or such additional obligations as may come about through amendments to this Agreement no Party agrees or contracts herein to be held responsible for any claims in tort, contract or otherwise made against any other Party.
2. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who in not a Party to this Agreement, or to acknowledge, establish or impose any legal duty to any third Party.

ARTICLE IX - TERM

This Agreement shall be valid for a period of three years from the date set forth on Page 1, unless extended by the written Agreement of the Parties or their designated representative.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

FOREST PRESERVE DISTRICT OF KANE COUNTY	WAYNE AREA THE CONSERVANCY FOUNDATION
By: _____	By: _____
Christopher Kious, President	Its President
Attest:	Attest:
_____	_____
Myrna Molina, Secretary	Its Secretary

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

The foregoing instrument was acknowledged by me this 11th day of April, 2023 by Christopher Kious as President of the Forest Preserve District Commission and by Myrna Molina, as Secretary of the same.

_____
Notary

Subscribed and sworn before me,
this 11th day of April, 2023.

_____
Notary Expires

SEAL

The foregoing instrument was acknowledged by me this _____ day of _____, 2023 by _____, as President of the Wayne Area Conservancy Foundation, and by _____, as Secretary of the same.

_____
Notary

Subscribed and sworn before me, this _____ day of _____, 2023.

_____
Notary Expires

SEAL

Hoscheit Woods 163 acres

Forest Preserve Boundaries
Restoration Management Units
Illinois State Nature Preserves
Trails

KANE COUNTY

0 550 1,100 Feet

Aerial: 2022 - Map Date: Jan, 2023 pc