



1996 South Kirk Road, Suite 320, Geneva, Illinois 60134

Michael J. Kenyon, President
Monica A. Meyers, Executive Director

(630) 232-5980
Fax: (630) 232-5924
www.kaneforest.com

May 10, 2019

Mr. Dean Frieders
Village Attorney
Village of Pingree Grove
14N042 Reinking Road
Pingree Grove, IL 60140

Dear Dean,

The Forest Preserve District of Kane County has reviewed and adopted Resolution FP-R-19-05-2720, which approved the park design as required by the 2014 use and license agreement and ratified said agreement. This would allow for the Village to move forward with the pollinator garden.

Per our conversation on May 10th, I would reiterate that the pathway width would need to be between 12-15' to accommodate the District's equipment by the Natural Resource Management team into the preserve. Additionally, going forward any future improvement elements including stormwater detention, which was not designated on the May concept drawings, will need to be submitted to District Staff for possible Committee approval.

The District contact moving forward will be Ken Anderson, Chief of Planning and Operations. He can be reached by email at andersonken@kaneforest.com or via phone at 630-444-3095.

Sincerely,

Monica A. Meyers
Executive Director

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

RESOLUTION NO. FP-R-19-05-2720

RESOLUTION APPROVING A PARK DESIGN AS REQUIRED BY THE 2014 USE AND LICENSE AGREEMENT WITH THE VILLAGE OF PINGREE GROVE AND TO RATIFY THE TERMS OF THE 2014 AGREEMENT FOR THE USE OF A PORTION OF THE PINGREE GROVE FOREST PRESERVE

WHEREAS, the Forest Preserve District of Kane County and the Village of Pingree Grove, Rutland Township (parties) desire to ratify a cooperative agreement; and


WHEREAS, the Parties recognize that benefits exist in such a collaboration to provide a park design as required by the 2014 Use and License Agreement with the Village of Pingree Grove and ratify the terms of the 2014 agreement to memorialize the park plans as contemplated for the use of a portion of the Pingree Grove Forest Preserve; and

WHEREAS, the project would allow for the Village of Pingree Grove to use a portion of the Pingree Grove Forest Preserve and develop a neighborhood park; and

WHEREAS, the Parties are authorized to enter into this Intergovernmental Agreement pursuant to the provisions of Article VII, Section 10, of the Illinois Constitution of 1970, which provides in part that units of local government may contract or otherwise associate themselves to “obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance,” and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq; and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Forest Preserve District of Kane County, 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 Intergovernmental Agreement attached and made part hereof as Exhibit A.

APPROVED AND PASSED this 7th day of May, 2019.



Michael Kenyon
President, Forest Preserve District
Kane County, Illinois



Susan Starrett
Secretary, Forest Preserve District
Kane County, Illinois

USE AND LICENSE AGREEMENT FOR PINGREE GROVE COMMUNITY PARK PROJECT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, FOREST PRESERVE DISTRICT OF KANE COUNTY (hereinafter "FPDKC"), for and in consideration of the mutual covenants herein contained and effective as of November 10, 2014, does hereby grant to and permit The VILLAGE OF PINGREE GROVE, Illinois, (hereinafter called "PINGREE GROVE") the right, permission and authority to use, operate and maintain that property which is depicted in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Park Parcel" or the "Project Site", as applicable; such rights granted in this agreement are hereinafter referred to as the "Pingree Grove License"; and this agreement is referenced herein as the "License Agreement"). The VILLAGE OF PINGREE GROVE accepts this Agreement, the Pingree Grove License granted hereunder, and agrees to be bound by the terms herein set forth. DISTRICT further grants PINGREE GROVE the right of ingress and egress to and from the Park Parcel for itself, and its invitees and guests, including the general public, for the purpose of initially maintaining the Park Parcel as existing open space with a trail and parking and adding a mowed area as a ball field, but eventually undertaking a Community Park Project to be constructed on a phased basis, each of which phases shall be subject to approval by District staff.

1. **LICENSE GRANTED.** FPDKC hereby grants a license to PINGREE GROVE, its contractors, invitees, licensees and guests to enter onto the Property to construct, use, maintain, and operate a public park with the existing trail and parking area, together with a mowed area for use as a ball field, initially, as depicted in Exhibit B. In the future PINGREE GROVE may undertake the construction of additional park amenities on a phased basis, each of which phases shall be subject to approval by FPDKC staff of the specific plans represented by each such phase (collectively, the "Community Park Expansion Project"). In exchange for the foregoing, PINGREE GROVE agrees to construct, maintain, and operate the park and the improvements on the Property in accordance with all reasonable and applicable best practices for park areas of similar use as established by PINGREE GROVE for its similar properties and to comply with all provisions hereunder established with respect to the Property. Finally, the parties acknowledge that the existing parking area and trail located on the site shall be retained in its present location and that PINGREE GROVE shall mow and clear an area as depicted on Exhibit B for use as a ball field (soccer, baseball, football or mixed use), all of which of the foregoing improvements shall be maintained by PINGREE GROVE, until and unless FPDKC shall authorize a relocation or removal of same as part of the future park plans.

2. **TERM.** This License Agreement shall commence on November 10, 2014 and the term of the License Agreement shall be for twenty (20) years after such date of commencement, unless sooner terminated by either party, with an option to extend this License Agreement for up to four additional five (5) year periods.

The term of this License Agreement as hereinabove set forth, may be extended by PINGREE GROVE with FPDKC's written approval for each of the successive periods of five (5)

years by PINGREE GROVE giving written notice to FPDKC prior to the expiration of the original License Agreement term, unless sooner terminated.

Notwithstanding anything express or implied herein to the contrary, either party may terminate this License Agreement for cause by the delivery of written notice thereof to the other party one (1) year prior to the date of termination.

Upon such time that either party terminates said agreement, the FPDKC shall have sole discretion to require Pingree Grove to remove any infrastructure and/or require that the site be restored as the FPDKC determines appropriate within an appropriate amount of time as mutually agreeable or no more than 1 calendar year from the time of termination.

3. **NO ASSIGNMENT OR TRANSFER.** This License Agreement is granted in favor of PINGREE GROVE and shall not be alienable or assignable by it.

4. **APPROVAL, CONSTRUCTION AND GENERAL OBLIGATIONS.** PINGREE GROVE agrees to the following requirements on its part.

A. **Approval of Plans for Improvements and Structures.** PINGREE GROVE shall submit to FPDKC staff for its approval all plans for the improvements to be constructed on the Property as part of each phase of the Community Park Expansion Project (the "Plans"), as well as any future additions or expansions of the facilities on the Park Parcel. FPDKC shall use its reasonable best efforts to act upon such request for approval within a reasonable time.

B. **Construction Costs, Construction Activities and Insurance Coverage Requirements of Contractors.** The parties acknowledge that PINGREE GROVE shall bear all costs of completing the improvements for each phase of the Community Park Expansion Project in accordance with the Plans, shall comply with all public bidding requirements with respect to work undertaken at the Park Parcel and shall require under all contracts with contractors that such contractors shall pay their workers a wage compliant with the prevailing wage requirements of FPDKC and the state. Accordingly, PINGREE GROVE agrees to cause any improvements to be constructed in accordance with the approved Plans and shall not permit any mechanics' liens, materialmen's liens or other claims of such sort to be filed against the Park Parcel. Further, PINGREE GROVE shall indemnify and hold FPDKC harmless with respect to any loss or damage and personal injury which may occur upon the Park Parcel during the course of the construction of each phase of the Community Park Expansion Project. PINGREE GROVE shall require in each of each of its contracts with contractors performing work at the Project Site to provide insurance in the following manner and to include the following indemnity provisions in said contracts prior to permitting any contractor to undertake any work on the Park Parcel or at the Project Site:

i. **Commercial General and Umbrella Liability Insurance**

Each contractor and subcontractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PINGREE GROVE and FPDKC shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PINGREE GROVE and FPDKC. Any insurance or self-insurance maintained by the PINGREE GROVE or FPDKC shall be excess of each contractor's insurance and shall not contribute with it.

ii. Business Auto and Umbrella Liability Insurance

Contractors shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

iii. Workers Compensation Insurance

Contractors shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PINGREE GROVE and FPDKC have not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required hereunder, the Contractor shall waive all rights against PINGREE GROVE and FPDKC and their officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the contractor's occupancy and control of the project area.

iv. General Insurance Provision

1. Evidence of Insurance

Prior to undertaking construction at the Project Site location, each contractor shall furnish PINGREE GROVE and FPDKC with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to PINGREE GROVE and FPDKC prior to the cancellation or material change of any insurance referred to therein. Written notice to PINGREE GROVE and FPDKC shall be by certified mail, return receipt requested.

Failure of PINGREE GROVE and FPDKC to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of PINGREE GROVE or FPDKC to identify a deficiency from evidence that is provided shall not be construed as a waiver of a contractor's obligation to maintain such insurance.

PINGREE GROVE or FPDKC shall have the right, but not the obligation, of prohibiting a contractor from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PINGREE GROVE and FPDKC.

A contractor shall provide certified copies of all insurance policies required above within 10 days of written request for said copies by PINGREE GROVE or FPDKC.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII rating using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PINGREE GROVE and/or FPDKC has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If a contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

- C. **Indemnification.** Each contractor utilized by PINGREE GROVE for any part of the Community Park Expansion Project must include a provision in its contract with

PINGREE GROVE that it shall indemnify and hold harmless PINGREE GROVE, FPDKC, and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this lease; (ii) any act, omission wrongful act or negligence of the contractor or any of contractor's subcontractors or employees (if applicable), or the partners, directors, officers, agents, employees, invitees or contractors of contractor or its subcontractors or their employees; (iii) any accident, injury or damage whatsoever occurring in or at the Project Site except to the extent it is caused in part or whole by a party indemnified hereunder.

- D. Additional Obligations of PINGREE GROVE.** PINGREE GROVE further agrees to undertake and complete or cause its agents to undertake and complete the installation and continued maintenance of all improvements and landscaping at the Project Site from and after completion of the construction of the project and future improvements. In the event of a failure to maintain the improvements and landscaping by the PINGREE GROVE after reasonable demand, FPDKC may, but shall not be required to undertake any and all maintenance demanded and shall recover the cost of such maintenance so provided from the PINGREE GROVE at the reasonable market cost for same. In conjunction with the use, operation and maintenance obligations hereunder, PINGREE GROVE shall maintain adequate liability insurance coverage with respect to those maintenance activities and shall name FPDKC as an additional insured under each such policy maintained by it as follows:

PINGREE GROVE shall maintain the following general liability insurance:

i. Commercial General and Umbrella Liability Insurance

PINGREE GROVE shall maintain commercial general liability (CGL) or self-insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location. The foregoing policy coverage limitation is subject to review and reasonable increases for inflation from time to time by notice to PINGREE GROVE at least sixty (60) days' prior to such proposed coverage limitation increase, however, the increase shall not exceed the increase in the consumer price index from the date hereof to the year end next preceding the date of such increase.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

FPDKC shall be included as an additional insured under any self-insurance or general liability policy. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to FPDKC. Any insurance or self-insurance maintained by FPDKC shall be excess of the PINGREE GROVE's insurance and shall not contribute with it.

ii. Indemnification

PINGREE GROVE shall indemnify and hold harmless FPDKC and its officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the park on the Park Parcel or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the structure during the term of this license; (ii) any act, omission wrongful act or negligence of PINGREE GROVE or any of PINGREE GROVE's licensees (if applicable), or the agents, employees, invitees or contractors of PINGREE GROVE; (iii) any accident, injury or damage whatsoever occurring in or at the structure, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. PINGREE GROVE shall similarly protect, indemnify and hold and save harmless FPDKC, its officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of PINGREE GROVE's breach of any of its obligations under, or PINGREE GROVE's default of, any provision of this License Agreement.

5. **ANNUAL MEETING.** Representatives of the staffs of both the FPDKC and PINGREE GROVE shall meet at least once each year during the term of this License Agreement to discuss management of the Property and any proposed modifications to it or its improvements.

6. **NO WAIVER.** No waiver by FPDKC or any breach or a series of breaches of this License Agreement shall constitute a waiver of any subsequent breach or waiver of the terms of the License Agreement.

7. **NOTICES.** Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, addressed to PINGREE GROVE Village Administrator, Village of Pingree Grove, 14 N 042 Reinking Road, Pingree Grove, Illinois 60140 _____, with a copy to attorney Dean M. Frieders, Frieders Law, LLC, P.O. Box 1009, St. Charles, IL 60174, and to FPDKC at 1996 South Kirk Road, Geneva, Illinois 60134, Attention: Executive Director, with a copy to attorney Gerald K. Hodge, Kinnally, Flaherty, Krentz & Loran, P.C. 2114 Deerpath Road Aurora, Illinois 60506. Either party, by a similar written notice, may change the address to which notices and copies shall be sent.

8. **LITIGATION COSTS.** 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 License 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. **SINGULAR INCLUDES PLURAL.** All references in this License Agreement to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice versa. If either reference shall be declared invalid, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect.

10. **NO AGENCY CREATED HEREBY.** PINGREE GROVE shall have no authority, express or implied, to act as agent of FPDKC for any purpose. PINGREE GROVE shall remain an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Property, including any 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 Property.

11. **COUNTERPARTS.** This License 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.

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.

FPDKC:

**FOREST PRESERVE DISTRICT
OF KANE COUNTY**

By: 

Its President

PINGREE GROVE:

VILLAGE OF PINGREE GROVE


By: 

Its President

ATTEST:


Secretary

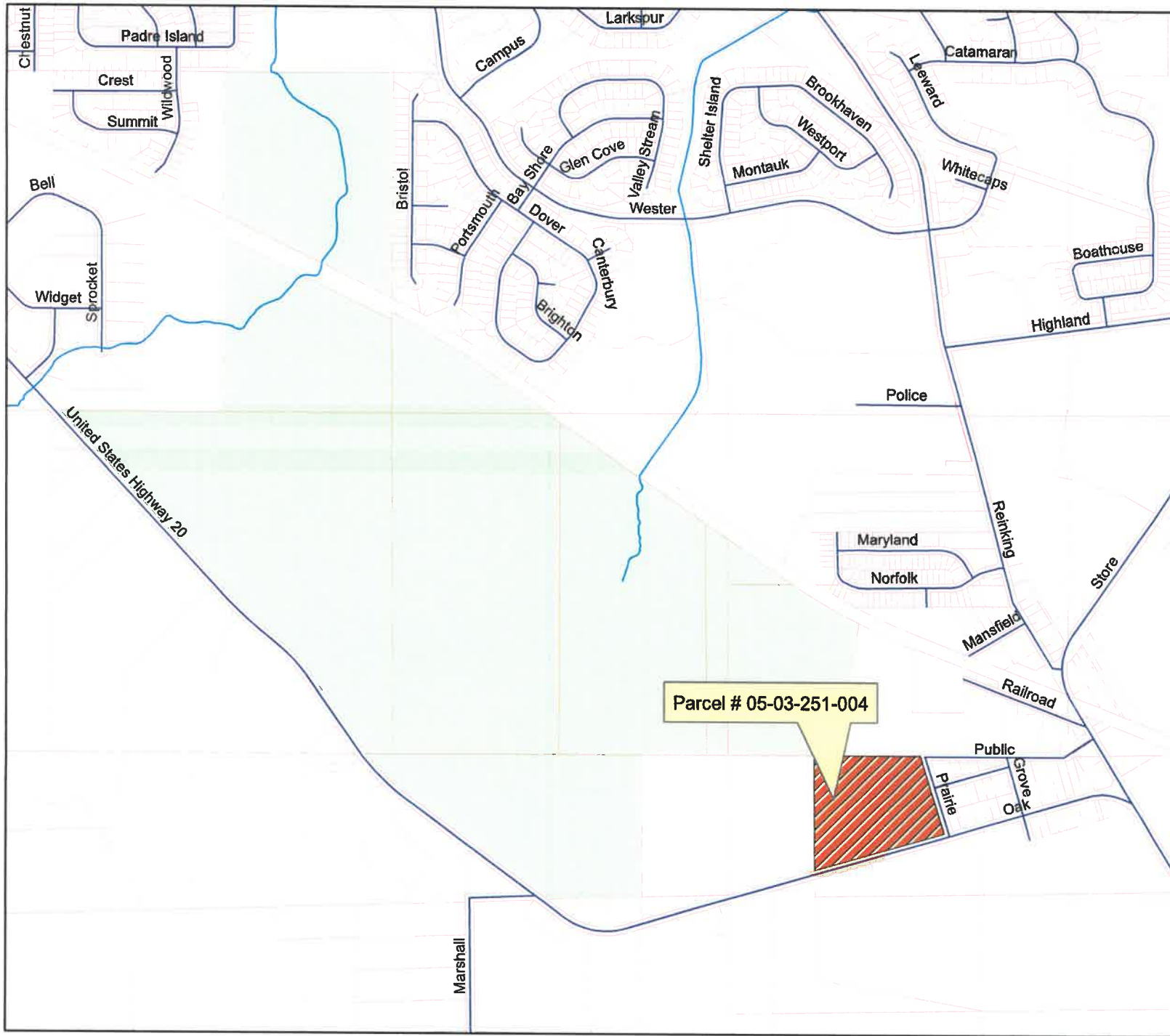
ATTEST:


Secretary

Pingree Grove Forest Preserve

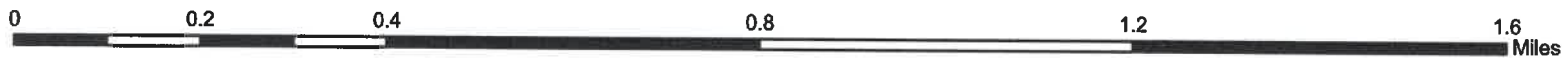
License Agreement
Village of Pingree Grove

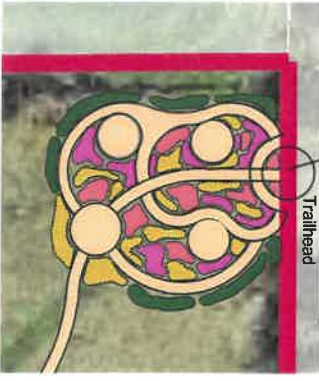
Parcel # Acres
05-03-251-004 16.79



Legend

- Creeks
- County_Roads
- Forest Preserves





Legend

- Shade Trees
- Evergreen Trees
- Ornamental Trees
- Shrubs
- Perennials/Grasses

0 25 50
Original Scale: 1" = 150'

N
134°

Butterfly Garden Concept Plan - 1" = 50'

Courtyard Concept Plan - 1" = 50'

ROLF C. CAMPBELL & ASSOCIATES
 A HANWARD CONSULTING DIVISION
 910 Woodlands Parkway
 Vernon Hills, Illinois 60061
 PHONE: (847) 735-1000 FAX: (847) 735-1010

**Overall Concept Plan
 Forest Preserve Park**
 Per Direction from Village Trustees Design Charette
 Pingree Grove, Illinois

Date: July 28, 2017

| Revisions |
|-----------------|
| August 10, 2017 |
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