

County of Kane
Office of County Board
Kane County Government Center

Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: IGA: County of Kane & Forest Preserve District
in accordance with Forest Preserve Resolution (attached)

Submitted by: Bob Quinlan, FP Dir. of Finance

Date Submitted: Via Mail: 4/18/11

Examined by: KC Signo
(Print name)

[Signature]
(Signature)

4-25-2011
(Date)

Post on Web: Yes No Atty. Initials _____

Comments: Regarding planned improvements to the Muirhead Forest Preserve

Chairman signed: Yes No 5-5-11
(Date)

Document returned to: Bob Quinlan @ Forest Pres.



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

John J. Hoscheit, President
Monica A. Meyers, Executive Director

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

630-208-2006

04/13/2011

Ms. Karen McConnaughay, Chairman
Kane County Board
719 Batavia Ave., Bldg. A.
Geneva, IL 60134

Re: Intergovernmental
Agreement

Dear Chairman McConnaughay:

Enclosed please find two copies of an Intergovernmental Agreement between the County of Kane and the District, regarding the planned improvements to the Muirhead Forest Preserve, where a wetland is to be cooperatively created by the County of Kane and the Forest Preserve District.

These agreements have been executed by the District. Please have both copies executed by the County, and return one copy to the District for our records.

Your assistance in this matter is appreciated.

Should you have any questions concerning this agreement, please contact this office.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Rob J. Quinlan".

Robert J. Quinlan
Director of Finance

RJQ/r
Enclosures

**INTERGOVERNMENTAL AGREEMENT TO
CREATE WETLANDS (DRAFT)**

"THE KANE COUNTY WETLAND INITIATIVE PROGRAM

FOR MUIRHEAD SPRINGS FOREST PRESERVE"

Agreement made _____, 2011, by and between THE COUNTY OF KANE DEPARTMENT OF FACILITIES, SUBDIVISION & ENVIRONMENTAL RESOURCES ("COUNTY") and the FOREST PRESERVE DISTRICT OF KANE COUNTY ("DISTRICT").

WITNESSETH:

WHEREAS, the COUNTY desire to create and/or enhance wetlands non-regulated by the federal government and consistent with the County's enacted Stormwater Ordinance; and,

WHEREAS, the DISTRICT is desirous of protecting and maintaining said lands once the COUNTY has identified and/or created such wetlands pursuant to the Downstate Forest Preserve Act; and,

WHEREAS, the DISTRICT and COUNTY are authorized to enter into this Agreement by Article VII, Section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 200/1 et seq., provisions of the County Code, and the Downstate Forest Preserve Act; and,

WHEREAS, the COUNTY is desirous of the DISTRICT assuming control of these lands in accordance with the terms hereof; and,

WHEREAS, land referred to as Kane County Wetland Initiative Program must be monitored and managed due to the dynamics of the plant communities found on such lands; and,

WHEREAS, open space can assist the general communities in stormwater, wetland enhancement and development, wildlife habitat, water quality improvement and passive recreation; and,

WHEREAS, these uses can be anticipated and researched through sound planning practices; and,

WHEREAS, Kane County Wetland Initiative is a term with a broad definition and it includes open space land within Kane County; and,

WHEREAS, the COUNTY and DISTRICT are desirous of having permanent benefit from said Kane County Wetland Initiative; and:

NOW, THEREFORE, in consideration of the premises and the terms hereof, the parties agree as follows:

1. **Recitals**: The foregoing recitals are incorporated by reference. This Agreement sets forth the general understanding between the parties for the COUNTY and DISTRICT will further define and delineate their respective responsibilities for creation and maintenance of wetlands on Muirhead Springs Forest Preserve (MSFP).
2. **Land Management Plans**: The COUNTY and DISTRICT will develop a land use and management plan for MSFP, along with an operating budget. These plans will be reviewed by each party and, upon acceptance; the land use and management plans shall be implemented by both parties.
3. **Management and Operation**: The DISTRICT shall employ, supervise and discharge its employees and shall contract for and undertake the making of necessary repairs and performance of other matters and shall do and perform these tasks in and about the management, upkeep and operation of the subject properties hereinafter made a part of this Agreement. The COUNTY shall provide supplemental financial resources from the wetland impact and mitigation fee in lieu program of the Kane County Stormwater Ordinance, in an amount not to exceed one hundred and fifty thousand dollars (\$150,000.00).

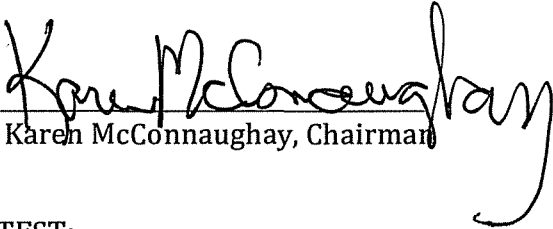
4. **Open Space**: All properties subject to this Agreement shall be held and maintained by the DISTRICT in a manner consistent with the preservation and public enjoyment of open space as enhanced wetland preserves as may be permitted from time to time, considering the DISTRICT'S resources available for allocation to same.
5. **Consideration**: The consideration for this Agreement entered into shall be the acceptance by the DISTRICT of its obligations hereunder set forth and as set forth in the applicable agreement. The parties acknowledge that each deserves a benefit from this agreement.
6. **Term**: This agreement shall continue for a period of twenty years and may be terminated by either party upon 90 days written notice to the other. Any such termination may be limited to less than all of the properties subject hereto. Upon any termination, all further rights, privileges and obligations between the parties as to the subject parcel(s) shall then cease.
7. **Nonassignability**: This agreement is not assignable by either party.
8. **Notice**: All written notices shall be addressed and mailed, by United States certified mail, to the other at the office of the chief operating officer.
9. **Cooperation**: Each party acknowledges the working nature of this Agreement and agrees to cooperate and consult with the other to amicably resolve any difficulties occasioned by this Agreement.
10. **Non-Waiver**: The failure of one to insist on the other party's strict compliance with the terms and conditions hereof shall not constitute a waiver of the right to insist upon strict compliance with all terms and conditions contained in this Agreement.
11. **Entire Agreement**: This Agreement constitutes the entire agreement of the COUNTY and the DISTRICT and supersedes all prior representations and agreements relating to the subject matter of this Agreement. Notwithstanding this, the parties acknowledge that the specific

terms relating to a particular parcel shall be embodied in the adoption agreement for that parcel.

12. **Modification:** Except as above provided, this Agreement may not be modified, altered or amended in any matter except by an agreement in writing executed by the parties.

13. **Successors Bound:** This Agreement shall be binding upon the parties hereto, their representatives, successors and assigns.

COUNTY OF KANE,

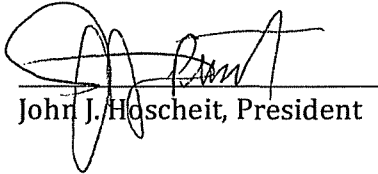
By: 
Karen McConaughay, Chairman

ATTEST:

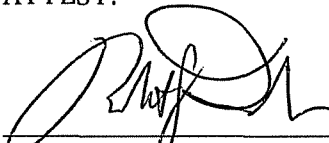
John Cunningham, County Clerk

Gerald Hodges
KINNALLY, FLAHERTY, KRENTZ & LORAN P.C.
2114 Deerpath Road
Aurora, IL 60506
(630) 907-0909

FOREST PRESERVE DISTRICT OF KANE COUNTY

By: 
John J. Hoscheit, President

ATTEST:



Robert Quinlan, Assistant Secretary