BCCD Ordinance #98

Ordinance No. 98

Regarding Licenses and Easements for Public Services

Whereas, the Boone County Conservation District’s (the “District”) mission is to preserve and manage natural areas and open spaces for ecological, educational, and recreational benefits of present and future generation; and

Whereas, this mission is based on the District’s purpose as established by statute to acquire in fee or a lesser right or interest, preserve and maintain wildland, other open land, scenic roadways and pathways; hold such real property, with or without public access, for the education, pleasure and recreation of the public or for other open space values; preserve portions thereof in their natural condition and undertake development of other portions thereof; manage and use such real property in such manner and with such restrictions as will leave it unimpaired for the benefit of future generations; and other wise promote the conservation of nature, flora and fauna, natural environment and natural resources of the District; and

Whereas, the District is empowered to make and publish all ordinances, rules and regulations necessary for the management and protection of its property and the conduct of its affairs; and

Whereas, it is reasonable, necessary, and desirable for the District to adopt this Ordinance to provide the rules, regulations, and conditions applicable to the District’s issuance of licenses and easements for public services and for such rules, regulations, and conditions to provide for the protection and preservation of the property, facilities, flora, fauna, and scenic beauties of the District, and for the general safety of the public; and

Whereas, the District is authorized to charge and collect reasonable fees for the use of such facilities, privileges and conveniences as may be provided; and

Whereas, pursuant to the authorities cited above, the District has the authority and the power to adopt this Ordinance; and

Whereas, the District receives requests from time to time from third parties to establish the third party’s own use on District property; and

Whereas, the District desires to establish a procedure for the grant or denial of said third party use and the conditions and terms of said use;

Now, Therefore, Be It Ordained by the Board of Trustees of the Boone County Conservation District, Boone County (the “Board”), Illinois that it shall be unlawful for any applicant to use District property for any purpose other than the public access use set out by statute or by the District without a grant of authority under the provisions of this Ordinance.
Section One.
Recitals.
The recitals set forth above are incorporated as part of this Ordinance by reference.

Section Two.
Applicability of Ordinance.
This Ordinance shall apply to any person’s use of District property that is not a public access, education, pleasure, recreation, preservation or open-space use operated by the District and allowed by it as set out in postings by the District. Any person desiring to so use District property must first apply for and receive permission from the District under the provisions of this ordinance. Any use without such permission is declared a violation of District ordinances and the violator shall be subject to the fines and penalties as established in this Ordinance.

Section Three.
Application for License or Easement.
Each Person that desires a license or easement shall submit an application for the same to the District (the “Application”). The Person shall thereafter be described as the “Applicant.”

3.1. Contents of Application.
3.1.1. Name, address, and contact information of applicant. If applicant is an organization, the name, address and contact information of its officers and board of directors or members, certified copies of its charter, and a certificate of good standing.
3.1.2. The proposed use of District property.
3.1.3. The District property affected.
3.1.4. The application fee.
3.1.5. All other information as set out in the Rules and Procedures of the District from time to time or as determined by District staff in interpretation of this Ordinance.

3.2. Review Committee. The Review Committee (the “Committee”) shall be five (5) members comprised of two (2) District Trustees appointed by the President, the Executive Director, the Director of Operations and any attorney retained by the District.

3.3. Initial Determination and Committee Recommendation. The District Executive Director or designee shall review the Application and determine
whether or not the Application is complete. If the Application is determined to be complete it shall be processed as an Application for a license or as an Application for an easement, and presented to the Committee. If the Application is determined to be incomplete, the Application will be returned to the Applicant along with a memo outlining the deficiencies. The Committee shall meet to review the Application or the augmented Application, establish a recommendation, and then present its recommendation to the Board. The Board will either deny the Application or direct the Executive Director to negotiate an Agreement based on the terms and conditions set out by the Board and return with an Agreement for the Board’s approval or disapproval.

Section Four

Eligibility for Easements and Licenses.

The Board may deny an Application for any reason it deems appropriate in the exercise of its discretion. The Board may grant an Application for an easement or license to an Applicant only if the following conditions are met:

4.1. the use is a public use;
4.2. the use is not harmful to the mission of the District;
4.3. the use preserves the integrity of the ecosystem;
4.4. the use is compatible with the District use of the property;
4.5. the use is compatible with the overall Master Plan of the District;
4.6. the use does not unduly burden the District’s facilities or staff;
4.7. the use is compatible with other grants, covenants, or legal restrictions of the District;
4.8. the use does not interfere with the scenic beauty of the District property;
4.9. The use does not destroy, threaten, or disturb unique or high quality natural, cultural, and historic areas as identified by the District or any other governmental agency.

Section Five

Terms of Licenses and Easements.

The Board is authorized to grant an easement, a long term license, or a short term license. The term of an easement shall not exceed forty-nine (49) years. The term of a Long-Term License shall not exceed twenty (20) years. The term of a Short-Term License shall not exceed one-year. All licenses will be terminable at the will of the District. If an Applicant desires to renew or extend an easement or a license, it must
submit a new Application which will be subject to the then existing application process, ordinance, rules and requirements.

Section Six.
Agreements and Authority.
No easement or license will be issued until there is a written Agreement that has been approved by the Board and is the subject of an Ordinance or resolution passed by the District. In approving an Agreement and an easement or license the Board may waive provisions of this Ordinance if it determines it is in the best interests of the District to so waive the provision or requirement.

Section Seven.
Fees and Mitigation/Reimbursement for Easements and Licenses.

7.1. Application Fee.
An application fee for an easement or license in the amount set forth in the District Fee Schedule (Exhibit A) which may be amended from time to time. Application Fees are non-refundable. The District may waive the Short Term License fee at its discretion.

7.2. Property Fee.

7.2.1. Fair Market Value. A successful Applicant shall pay a Property Fee for each easement or license. The Property Fee shall be the fair market value of the District Property as determined by an appraisal of the District Property or other such information as will provide the best indication of the current fair market value (the "Fair Market Value"). Said appraisal shall be less than 6 months old at the time it is submitted and prepared by a licensed appraiser that has been previously approved by the Illinois Department of Natural Resources. The Fair Market Value shall be determined for the District Property, based on the conditions that the District Property is unencumbered and that the District Property is a part of a larger holding, but not necessarily the entire conservation area of which it is a part. Additionally, the Fair Market Value of the larger land holding will be based on its economic highest and best use and not on a highest and best use relating to conservation area usage. The Fair Market Value shall not take into consideration the fact that the District may have granted another easement or license within the District Property. The District may waive the Short-Term License Property fee.

7.2.2. Area of District Property. The total area of the District Property, for purposes of determining the Fair Market Value, shall be the calculated square footage of the District Property. However, the minimum square
footage of the total area shall be deemed not less than 625 square feet for the purpose of determining the Fair Market Value.

7.2.3. Compensation for Damages. In addition to the Fair Market Value of the easement or Long-Term License, the Applicant shall compensate the District for any damages (severance or otherwise) that the easement or Long-Term License or Short-Term License would cause to the conservation area where the easement or Long-Term License or Short-Term License is located, taking into consideration the nature of the easement.

7.2.4. Additional Consideration. The District reserves the right to require, as part of the Property Fee and in addition to or in lieu of the Fair Market Value, or any portion thereof, any tangible or intangible compensation, item of value, or other consideration in an amount and form determined by the District. Without limiting the previous provisions of this Section, the District may require Additional Consideration.

7.3. Site Restoration / Mitigation Fee.

7.3.1. Amount of Fee. For every easement, Long-Term License, and Short-Term License, the Applicant shall pay a fee for mitigating and restoring the ecological features of the site. Trees, shrubs and plants within the “Botanic Survey Area” (as defined herein) that are or will be removed, damaged, or impacted by any Work or Facilities shall be replaced, re-established or compensation provided to mitigate the impacts. The amount of the Mitigation Fee is set forth in the Rules and Procedures, and is based upon the costs of replacing trees, shrubs, and plants and restoring areas in which trees, shrubs, and plants are removed, damaged, or impacted, including without limitation the cost of purchasing, installing, watering, providing deer protection for, and a one year guarantee for new trees, shrubs, or plants. If a tree that is removed or damaged exceeds a diameter of twenty-four (24") inches measured four (4') feet above ground, the District reserves the right to require the Applicant to pay an increased replacement fee for that tree equal to the value of the tree as determined by an appraisal performed by a qualified tree appraiser, said appraisal shall be prepared at Applicant’s expense.

7.3.2. District Costs. The Applicant shall reimburse the District for all costs incurred by the District related to the Application, including, without limitation, legal and attorney fees, survey, and environmental costs (“Out-of-Pocket Costs”). The Applicant shall also reimburse the District for the internal cost of all time spent by the District’s staff related to the
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Application ("Staff Costs") at the hourly rate set forth in the Rules and Procedures.

7.4. Time of Payment of Fees and Reimbursements.

The non-refundable Application Fee shall be paid at the time of application. Any associated costs incurred as a result of the review procedure will be itemized and invoiced to the Applicant. The District shall be reimbursed on a monthly basis. In addition, all expenses incurred by the District as a result of the Committee Review shall be paid prior to Board consideration of the requested easement or Long-Term License or Short-Term License. If the Board does not approve the easement or license agreement, the application process shall terminate. If the Board approves the easement or license and enters into an agreement all fees, costs and expenses shall be paid before the Agreement is executed and the Easement or License issued. Failure to pay within 30 days will result in denial of the application and revocation of any easement or license.

Section Eight
General Provisions.

8.1. Compliance with Laws; Permits and Approvals.

In acting under authority of the Agreement and the Easement or License, the Applicant shall comply with all applicable laws, statutes, regulations, rules, and requirements of federal, state, and local governments, agencies, and authorities ("Requirements of Law"). In addition, no license or easement shall be effective until the Applicant has obtained all required permits and approvals for the use that are required by Requirements of Law, including without limitation Requirements of Law enforced by or within the Jurisdiction of the U.S. Army Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Department of Transportation, the Illinois Environmental Protection Agency, the Boone County Regional Stormwater Management Committee, or any other permitting agency. The Applicant shall provide copies of all such permits and approvals to the District.

8.2. Conduct of Work.

8.2.1. Construction. All Work by the Applicant and each contractor, subcontractor, or third party working on Applicant’s behalf (a “Contractor”), shall be conducted in a good and workmanlike manner, without cost or expense to the District, and in compliance with the Agreement and Requirements of Law. Prior to commencing any Work, the Grantee shall:
8.2.1.1. Provide copies of all engineering, grading, construction and building plans for the Work and Facilities ("Construction Plans") to the District.

8.2.1.2. Arrange and hold a pre-construction meeting with District staff, the contractor(s), project engineer(s), a representative from the Boone County Soil and Water Conservation District, and any other person requested by the District.

8.2.1.3. Within thirty (30) days after completion of the Work, Applicant shall provide any "as-built" drawings of the Facilities to the District. The District has the authority to suspend or stop any work that appears to be unsafe, incompetent, or has the potential to harm District property or patrons, but is not required by this ordinance to exercise that authority.

8.2.2. All work must be completed within a reasonable period of time, as agreed to and implemented, according to the work plan schedule submitted as part of the Application. If in the discretion of the Board, the work is not being completed within a reasonable time, the Board may, in its discretion, revoke the Easement or License.

8.2.3. All work must comply with the provisions of the Erosion and Sediment Control Plan prepared by the Boone County Soil and Water Conservation District.

8.3. Restoration.

If there is any damage, destruction, or any adverse impact to any District Property, the Applicant shall restore the Property within 90 days, at no cost or expense to the District, to a condition as good as or better than the condition of the Property prior to such damage, destruction, or impact as determined by the Executive Director with concurrence by the Board.

8.4. Rail Banked Property.

Any and all District properties that have been rail banked through the Federal Rails to Trails Program, administered by the United States Surface Transportation Board, shall be subject to the following additional provisions:

8.4.1. Rail Banked property is subject to the order of the Surface Transportation Board or its successor to reconvert it to railroad use. To that end, the District will require that the Applicant has made provision either through acceptance of maintenance, repair, and conversion of the rail banked property by a municipal body or other arrangement that satisfies the Board that the District will not have to bear that cost at any time in the future and that the work will be done expeditiously and correctly.
8.4.2. It will be the sole responsibility of the Applicant and/or Grantee of the license/easement agreement to fund, restore or return any rail banked property to its original (pre-existing) condition, if at any time the agreement expires, or is terminated for any reason or as required by the Surface Transportation Board.

8.4.3. Any Applicant requesting an easement or license agreement of any kind on rail banked property shall prepare a detailed topographical survey map of the District Property; and establish two benchmarks of third order or better vertical and horizontal survey control (referenced on the topographical survey map). The topographic survey shall reflect an accurate representation of the condition of the District Property that exists prior to the Work and the surrounding 50 feet of land.

8.4.4. The topographic survey map shall be at a scale of 1 inch equals 100 feet and shall depict elevations at one foot contours tied to the United State Geologic Survey Control Data and Monument system.

8.4.5. Benchmarks established to reference the pre-existing condition of the District Property shall be located on adjacent District property (if possible, in an area not to be physically disturbed) and be maintained by the Applicant/Grantee for as long as the agreement remains in effect.

8.4.6. The Applicant will provide copies of all documents to the District. In addition, the topographic survey map, survey notes, and other documentation shall be protected, stored and maintained in a usable condition, by the Applicant/Grantee, for as long as the agreement is in effect. Such documents will be accessible to the District when requested.

8.4.7. The Applicant shall photo-document the District Property in its pre-existing condition and shall include such documentation in conjunction with the topographic survey map and other provisions listed in this section.


The Applicant shall comply with all Requirements of Law that prohibit, restrict, or regulate any hazardous materials.

8.6. Easements and Licenses are Non-Exclusive.

Licenses and easements granted pursuant to this Ordinance shall be non-exclusive and the District may grant multiple easements and licenses within the District Property or any portion thereof.

8.7. No Assessments.

In each Agreement, the Applicant shall agree that:
8.7.1. It shall not assess or impose against the District Property any special assessment, special service area tax, recapture fee, or similar assessment, tax, or fee (an “Assessment”); and

8.7.2. If any Assessment has been imposed, or is imposed in the future, it shall waive such Assessment or indemnify the District from and for such Assessment.

8.8. District Held Harmless.

In each Agreement, the Applicant shall agree:

8.8.1. That the District shall not be liable for any alleged damage or injury to any person, entity, or property as a result of or relating to the Work or use of the license or easement; and

8.8.2. To indemnify and hold harmless the District, its Board of Trustees, officers, agents, and employees from and against any alleged loss, claim, expense, damage, or claim, including litigation costs and attorney fees, related to any such alleged damage or injury. Further, the Applicant shall agree to pay for and indemnify the District, its agents and employees for all costs, fees, expenses, including attorney fees arising out of claims by adjacent property owners, governmental bodies, or citizens or groups of citizens concerning the use or granting of the use by the District.

8.9. Insurance for Grantee and Contractors.

In each Agreement, the Applicant shall obtain, or cause each Contractor to obtain, and keep in full force and effect property damage or liability insurance necessary to protect and hold harmless the District, the Work, the District Property, and all property located at or near the Property subject to the easement or license from claims of property damage or personal injury on account of the Applicant’s use or Work on the property subject to the easement or license. The District shall be named as an additional insured on said policy(ies).

8.10. Bond.

Prior to performing any Work, the Applicant shall, or shall require its contractor to, deposit with the Executive Director a certified or cashier’s check, letter of credit, bond, or other such instrument in an amount determined by the District and set forth in the Agreement to guarantee that the Applicant shall comply with all conditions of the Agreement including restoration of the District Property (the “Bond”). Such Bond shall be irrevocable and immediately and unconditionally callable by the District in its discretion. If, in the sole discretion of the District, Applicant fails to comply with any of its obligations, the District may take such
action as it determines necessary or appropriate to remedy such failure and recover
any cost it incurs in taking such action from the Bond.

8.11. Recording.
All Agreements granting easements shall be recorded with the Boone County
Recorder of Deeds (the “Recorder”), by and at the sole cost of the Applicant.

The Board may revoke a license at any time. An easement may be revoked at the
reasonable discretion of the Board. The Board may revoke an Easement for acts
including, but not limited to, the following: (1) breach of the Agreement, (2) any
attempt to transfer, sell, or rent the Easement or allow another person to use the
Easement, (3) death or insolvency of the Easement holder, (4) lapse of use of the
Easement before its term expires, (5) the assertion of any lien rights by way of
judgment, consensual, equitable of otherwise over the Easement, (6) violation of
any laws, regulations, ordinances, administrative orders, or other governmental
requirements, (7) indictment, (8) any false statement, misrepresentation, or
omission of material information on the application or in the application process
and thereafter.

8.13. Reversion of Property.
Each Agreement shall provide that, if the license or easement ceases to be used for
the purpose for which it was granted, then all Applicant’s rights provided for in
the Agreement granting the license or easement shall terminate and the District
Property shall thereafter be free and clear of such rights. If an easement is so
terminated, a certified copy of a document terminating the easement shall be
recorded with the Recorder.

At the time a license or easement expires by lapse of time, notice of revocation or
termination, or any other reason, Applicant shall remove all structures or its
underground objects from the District Property and restore the District Property, in
accordance with Sections 8.3 and 8.4, at Applicant’s sole cost and at no cost or
expense to the District and shall hold the District harmless therefrom and pay the
District for any cost or expense to it, including attorneys fees, incurred in
removing the same.

8.15. Penalty.
Any person or entity that violates the provisions of this Ordinance shall be fined
not less than two hundred fifty dollars ($250.00) nor more than five thousand
($5,000) dollars for each offense. Each day such a violation continues shall
constitute a separate offense.
8.16. Captions.
The captions and headings used herein are for the convenience of reference only and do not limit the content of this Ordinance.

8.17. Repealer.
All requirements of the Law of the District that conflict with this Ordinance are hereby repealed to the extent of such conflict.

8.18. Effective Date.
This Ordinance shall be in full force and effect 10 days after its passage, approval and publication, in the manner provided by Requirements of Law.
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Appendix

Botanic Survey.

General Requirements. To determine the appropriate replacement fee, the Applicant shall submit as part of the application a botanic survey (the “Botanic Survey”) identifying all trees, shrubs, plants, and ecological conditions within an area that includes the District Property and an additional 60-foot perimeter around the District Property (the “Botanic Survey Area”). The information generated from the Botanic Survey shall be presented in a report format describing all direct and indirect impacts to trees, shrubs, and plants within the Botanic Survey Area. The location of trees with a caliper of 4 inches measured four feet above the ground level shall be shown on a site map produced at a scale of 1 inch = 100 feet. Shrubs shall also be located on this site map. An overlay of the same scale shall depict the proposed changes and/or site improvements being requested by the applicant. The information required in Sections 8.C.2.b, c, & d below shall be included within the “Construction Documents” (as defined herein). Before initiating the Botanic Survey, the Applicant shall meet with the Executive Director, or designee, to (1) notify him or her of the person or entity proposed by the Applicant to perform the Botanic Survey; and (2) discuss the conduct and scope of the Botanic Survey.

Trees. For each tree in the Botanic Survey Area:

the Botanic Survey shall identify the location of the tree shown on a scaled site map; the species of the tree; and the diameter of the tree, measured four (4') feet above the ground level; and the applicant shall mark the tree with a numbered tree tag.

Shrubs. For each shrub in the Botanic Survey Areas:

the Botanic Survey shall identify the location of the shrub on a scaled site map; the species of the shrub; and the height of the shrub; and the Applicant shall mark the shrub with a numbered tag.

Plants. An inventory of all plants within the Botanic Survey Area shall be conducted. The inventory list shall be entered into the Floristic Quality Assessment Program (Masters and Wilhelm) so that the Floristic Quality Index (FQI) and Mean Coefficient of Conservatism (C value) can be calculated.

Erosion and Sediment Control Plan.

The Applicant shall be required to install and maintain erosion and sediment control practices according to an erosion and sediment control plan prepared by the Boone County Soil and Water Conservation District. A copy of this plan is a required component of the Application if said Application requires any disturbance of soil, removal of vegetation, or any earthwork activity on or adjacent to District property.

Threatened, Endangered and/or Ecological Indicator Species Assessment.

In addition to the botanic survey, the applicant shall assess the site to determine any impact to critical habitat for threatened or endangered species and for ecological indicator species. The assessment shall include documentation from appropriate local, state and federal agencies in addition to the information collected from the site and surrounding locality.
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Wetland Report.
With the Application, the Applicant shall include a Wetland Delineation and Wetland Determination Report (the “Wetland Report”). The Wetland Report shall:

1. Determine the presence of wetlands on the District Property;
2. delineate all wetlands on the District Property and an area extending fifty (50) feet beyond the District Property;
3. identify the boundaries, extent, function, and quality of all such wetlands;
4. depict the type and extent of all wetlands on the District Property on a topographic map at the same scale and detail as the map required for the Botanic Survey;
5. describe the impact, if any, of the Work, Facilities, and Public Services on wetlands on the District Property and any other District property; and
6. The Wetland Report shall be prepared in accordance with the 1987 United States Army Corps of Engineers Wetland Manual. If wetlands on the District Property or other District property are impacted by the Work, Facilities, and Public Services, the Applicant shall provide mitigation for such impact in accordance with all Requirements of Law and any requirements of the District.

Passed this 14th day of November, 2007
Ayes: 5  Nays: 0

Approved this 14th day of November, 2007

Brad Peters, President
Boone County Conservation District

Attest:

Barb Wych, Secretary
Boone County Conservation District
RULES AND PROCEDURES
FOR LICENSE / EASEMENT AGREEMENT

General Procedures.

The Applicant should begin by contacting:

Boone County Conservation District
Executive Director
603 N. Appleton Road
Belvidere, IL 61008     815-547-7935

It is strongly recommended that the applicant set up an initial meeting with the Executive Director to discuss the proposed easement or license prior to incurring expenses related to the proposal. At this initial meeting, the review process, scheduling, fees, information requirements, and other apparent issues will be discussed.

If the Applicant chooses to proceed with the proposal, the applicant must assemble the information required by this Ordinance and any other information as requested by the Executive Director. The Applicant will then provide that information and the application fee to the District. The application and renewal fees are pursuant to the District Fee Schedule. These fees are non-refundable.

If the Application is deemed complete, the Executive Director will accept the application and submit said application to the Review Committee to initiate the review process. The Review Committee will consider initiating the negotiation process. This process is known as “Policy Direction.” The applicant should be aware that Policy Direction merely initiates the formal review process and does not constitute approval.

The Review Committee will establish a recommendation to present to the Board. The recommendation will be based on the terms and conditions set forth in Boone County Conservation District Ordinance Number 98 Regarding Licenses and Easements for Public Services.

The Applicant will be asked to review and execute the final draft of the easement or license agreement.

Prior to Board execution of the agreement all remaining fees and/or other agreed to consideration shall be paid or provided to the District. This includes, but is not limited to: Property Fees, Replacement Fees, Out-of-Pocket Expenses, Staff Costs, and/or any other Consideration described in this Ordinance. If approved by the Board, the agreement is not considered valid until signed by the Board President.

The Executive Director will inform the Applicant of Committee and Board meeting schedules and other relevant dates and deadlines.
Once the application has been accepted and documented in writing as being complete, the approval process is normally expected to take a minimum of ninety (90) days.

**Replacement/Impact Fee.**
For high quality native trees, shrubs and plants that are located within an ecologically sensitive area, are adjacent to an ecologically sensitive area, or provide critical buffer to the ecosystem, the following replacement/mitigation fees shall apply:

- $600.00 per caliper inch of tree that is removed, damaged, or impacted.
- $70.00 for each shrub that is removed, damaged, or impacted.
- $5,000.00 for each acre of plants that are removed, damaged or impacted.

For high quality native trees or shrubs not associated with ecological sensitive areas, the following replacement/mitigation fees shall apply:

- $300.00 per caliper inch of tree that is removed, damaged, or impacted.
- $35.00 for each shrub that is removed, damaged, or impacted.

For medium quality trees and shrubs the following replacement/mitigation fees shall apply:

- $300.00 per caliper inch of tree that is removed, damaged or impacted.
- $35.00 for each shrub that is removed, damaged, or impacted.

For low quality trees and shrubs, the replacement/mitigation fee, if any, will be determined by the Review Committee.

**Exhibit A** contains a list of tree and shrub species divided into high quality, medium quality and low quality. This list may not be inclusive of all tree and shrubs species on District property. For species not listed in Exhibit A that are removed, damaged, or impacted, the Review Committee shall determine the replacement fee in a manner consistent with Ordinance Number 98.

Monetary values of other tangible items such as fences, rock walls buildings, or structures of any kind shall be determined by the Board. **Intangible items such as loss of recreational value shall also be determined by the Board. The Board shall seek assistance as necessary to make these monetary value determinations. Any cost incurred for these determinations shall be the responsibility of the Applicant.**

**Hourly Rates for Staff Costs.**

The hourly rate for Staff Costs shall be determined based on actual staff costs and will be revised from time to time.
RULES AND PROCEDURES
FOR LICENSE / EASEMENT AGREEMENT

General Procedures.

The Applicant should begin by contacting:

Boone County Conservation District
Executive Director
603 N. Appleton Road
Belvidere, IL 61008   815-547-7935

It is strongly recommended that the applicant set up an initial meeting with the Executive Director to discuss the proposed easement or license prior to incurring expenses related to the proposal. At this initial meeting, the review process, scheduling, fees, information requirements, and other apparent issues will be discussed.

If the Applicant chooses to proceed with the proposal, the applicant must assemble the information required by this Ordinance and any other information as requested by the Executive Director. The Applicant will then provide that information and the application fee to the District. The application and renewal fees are pursuant to the District Fee Schedule. These fees are non-refundable.

If the Application is deemed complete, the Executive Director will accept the application and submit said application to the Review Committee to initiate the review process. The Review Committee will consider initiating the negotiation process. This process is known as "Policy Direction." The applicant should be aware that Policy Direction merely initiates the formal review process and does not constitute approval.

The Review Committee will establish a recommendation to present to the Board. The recommendation will be based on the terms and conditions set forth in Boone County Conservation District Ordinance Number 98 Regarding Licenses and Easements for Public Services.

The Applicant will be asked to review and execute the final draft of the easement or license agreement.

Prior to Board execution of the agreement all remaining fees and/or other agreed to consideration shall be paid or provided to the District. This includes, but is not limited to: Property Fees, Replacement Fees, Out-of-Pocket Expenses, Staff Costs, and/or any other Consideration described in this Ordinance. If approved by the Board, the agreement is not considered valid until signed by the Board President.

The Executive Director will inform the Applicant of Committee and Board meeting schedules and other relevant dates and deadlines.
# Fees Associated with Ordinance #98

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APPLICATION FORM FOR LICENSE / EASEMENT AGREEMENTS
FOR PUBLIC SERVICES

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<td></td>
<td>Date Submitted by Applicant:</td>
<td>_ _ / _ _ 2007</td>
</tr>
<tr>
<td></td>
<td>Date Received For Review by District:</td>
<td>_ _ / _ _</td>
</tr>
</tbody>
</table>

Please type or print – attach additional pages if needed

Applicant’s Name:

Applicant’s Address:

Street or P.O. Box, Apt.

City, State, Zip

Contact Person:

Last Name, First Name, Title

Brief Description of Applicant’s Request: License Agreement / Easement Agreement

(Circle One)

Narrative:

Legal Description of Subject Property:
<table>
<thead>
<tr>
<th>Item Submitted</th>
<th>Item</th>
<th>Accepted</th>
<th>Deficiency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>Copy of Erosion and Sediment Control Plan prepared by BCSWCD:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>· Schedule of Work relative to construction activities</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>· Details showing type and location of all Best Management Practices to be installed</td>
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<td></td>
<td>· Schedule of Inspection &amp; Maintenance</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>· Removal of Materials after site stabilization</td>
<td></td>
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<tr>
<td></td>
<td>Proof of adequate insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Performance Bond</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The District, District Trustees, District Employees are indemnified in the agreement</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Field Tile (Agricultural Drain Tile Investigation) Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phase I Archeological Survey Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Proof of all required local, county, municipal, state and federal permits and/or sign-offs and compliance with all applicable laws.</td>
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<td></td>
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</tbody>
</table>

The following elements are required for District properties that have been Rail Banked with the Federal Surface Transportation Board:

- Two copies: Topographical Survey Map depicting pre-existing condition of subject property and copies of all survey notes
- Photo-documentation showing pre-existing condition of subject property
<table>
<thead>
<tr>
<th>Item Submitted</th>
<th>Item</th>
<th>Accepted</th>
<th>Deficiency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>✤ Benchmarks established on adjacent District property, or area that will not be physically disturbed, to document pre-existing elevations</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✤ Provisions included in license/easement agreement to recognize requirements to restore subject property to pre-existing condition upon expiration or termination of agreement.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>✤ Other:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>