

KENDALL COUNTY FOREST PRESERVE DISTRICT

MEETING AGENDA

TUESDAY, SEPTEMBER 7, 2021

6:00 P.M.

KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call
- V. Approval of Agenda
- VI. Public Comments

***CONSENT AGENDA**

- VII. Approval of Minutes
 - Kendall County Forest Preserve District Commission Meetings of August 3, 2021 and August 17, 2021
 - Kendall County Forest Preserve District Committee of the Whole Meeting of August 10, 2021
- VIII. *Approval of Claims in the Amount of \$8,468.40
- IX. *Approval of Fund 1900 Contingency Transfers in the Total Amount of \$3,578.00 from GL 190011 69790 to:
 - 1. GL 19001176 51160 Salary PT – Env. Ed. Camps (\$2,800.00);
 - 2. GL 19001161 51160 Salary PT – Ellis Barn (\$100.00);
 - 3. GL 19001165 63050 IMRF/SS Exp. – Ellis B-Day (\$338.00), and
 - 4. GL 19001179 63050 IMRF/SS Exp. Env. Ed. Other (\$340.00)

OLD BUSINESS

No items posted for consideration

NEW BUSINESS

- X. ***MOTION:** Approval of an Intergovernmental Agreement between the County of Kendall, Illinois and the Kendall County Forest Preserve District for the Disbursement of American Rescue Plan Act Funds in an amount Not to Exceed \$330,000
- XI. Public Comments
- XII. Executive Session
- XIII. Other Items of Business
 - Hoover Forest Preserve – Storm Damage Repairs Update
- XIV. Adjournment

(Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.2.b.v.a)*

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
AUGUST 3, 2021**

I. Call to Order

President Gilmour called the meeting to order at 6:00 pm in the Kendall County Office Building - Second Floor Board Rooms 209 and 210.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance at the start of the County Board meeting.

III. Invocation

An invocation was offered by Commissioner Gengler at the start of the County Board meeting.

IV. Roll Call

X	Cesich	X	Gryder
X	DeBolt	X	Kellogg
X	Flowers	X	Koukol
X	Gengler	X	Rodriguez
X	Gilmour	X	Vickers

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour were all present.

V. Approval of Agenda

Commissioner Flowers made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered from citizens in attendance.

CONSENT AGENDA

VII. Approval of Minutes

- Kendall County Forest Preserve District Operations Committee meeting of July 7, 2021
- Kendall County Forest Preserve District Committee of the Whole meeting of July 13, 2021

VIII. Approval of Claims in the Amount of \$7,397.33

Commissioner Cesich made a motion to approve the Consent Agenda. Seconded by Commissioner Flowers. Aye, all. Opposed, none. Motion unanimously approved.

Motion: Commissioner Cesich
 Second: Commissioner Flowers

Roll call: Consent Agenda

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers	X	

Motion unanimously approved.

Commissioner Cesich made a motion to approve the consent agenda. Seconded by Commissioner Flowers.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

OLD BUSINESS

No items posted for consideration.

NEW BUSINESS

IX. MOTION: Approval of a Proposal from Midwest Realty Consultants, Inc. of Morris, Illinois to Complete a Fair Market Value Appraisal of Certain Millbrook North Forest Preserve Parcels (04-09-100-008 (partial); 04-04-400-011; 04-03-300-002, and 04-10-100-01), and Certain Parcels Owned by the Richard Budd Wormley Revocable Trust (04-04-400-016 (partial); 04-03-300-005; 04-10-100-002, and 04-03-300-006) for an Amount Not-to-Exceed \$6,000,000, with 50% of this Cost to be Reimbursed to the District from Seth Wormley

Commissioner Cesich made a motion to approve a proposal from Midwest Realty Consultants, Inc. of Morris, Illinois to complete a fair market value appraisal of certain Millbrook North Forest Preserve Parcels (04-09-100-008 (partial); 04-04-400-011; 04-03-300-002, and 04-10-100-01), and certain parcels owned by the Richard Budd Wormley Revocable Trust (04-04-400-016 (partial); 04-03-300-005; 04-10-100-002, and 04-03-300-006) for an amount not-to-exceed \$6,000,000, with 50% of this cost to be reimbursed to the District from Seth Wormley. Seconded by Commissioner DeBolt.

Motion: Commissioner Cesich
 Second: Commissioner DeBolt

Roll call: Midwest Realty Consultants, Inc. for \$6,000.00 for FMV Appraisal

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

X. RESOLUTION 08-21-001: Approval of a Resolution Amending the District’s General Reserve Fund Balance Policy (Resolution 02-21-001)

Commissioner Cesich made a motion to approve Resolution 08-21-001 amending the District’s General Reserve Fund Balance Policy (Resolution 02-21-001). Seconded by Commissioner Flowers.

Motion: Commissioner Cecich
 Second: Commissioner Flowers

Roll call: Resolution #08-21-001 – Fund Balance Policy

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder		X
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, Commissioner Gryder. Motion carried by a vote of 9:1.

XI. MOTION: Approval of the 21-22 KCFPD Bow Hunt Program Guide, Permit Fees and Charges (\$250 R / \$350 NR) for Support of Management of Chronic Wasting Disease in White-tailed Deer

Commissioner DeBolt made a motion to approve the 21-22 KCFPD Bow Hunt Program Guide, permit fees and charges (\$250 R / \$350 NR) for support of management of Chronic Wasting Disease in White-tailed deer. Seconded by Commissioner Flowers.

Motion: Commissioner DeBolt
 Second: Commissioner Flowers

Roll call: 21-22 KCFPD Bow Hunt Program Fees and Charges

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XII. MOTION: Approval of the Hiring of Full Time Grounds Maintenance Worker Position to Address Increased Maintenance Needs from Public Use in Accordance with the Terms and Provisions of the American Rescue Plan Act of 2021

Commissioner Cesich made a motion to approve the Hiring of Full Time Grounds Maintenance Worker Position to Address Increased Maintenance Needs from Public Use in Accordance with the Terms and Provisions of the American Rescue Plan Act of 2021. Seconded by Commissioner Flowers.

Motion: Commissioner DeBolt
 Second: Commissioner Flowers

Roll call: FT Grounds Maintenance Position – American Rescue Plan Act

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XIII. MOTION: Approval of a Proposal from Busted Knuckles of Somonauk, Illinois for Completion of Millbrook Bridge Abutment Clearing Project in the Amount of \$12,000.00

Commissioner Flowers made a motion to approve a Proposal from Busted Knuckles of Somonauk, Illinois for Completion of Millbrook Bridge Abutment Clearing Project in the Amount of \$12,000.00. Seconded by Commissioner Gryder.

Motion: Commissioner DeBolt
 Second: Commissioner Flowers

Roll call: Busted Knuckles – Millbrook Bridge Abutment Clearing Project

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XIV. Public Comments

Jim Wyman, WSPY, asked about public use of the preserves while the bow hunt program is active. Funds received by the Forest Preserve from the American Rescue Plan was questioned. Updates on the Millbrook Bridge were requested.

XV. Executive Session

Commissioner Koukol made a motion to enter executive session under 2(c)11 for the purpose of discussion of litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Seconded by Commissioner Flowers.

Motion: Commissioner DeBolt
Second: Commissioner Flowers

Roll call: Executive Session - 2(c)11

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler	X		Rodriguez	X	
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gengler, Gryder, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

Executive session called to order at 6:23 pm.

Commissioner Kellogg made a motion to adjourn executive session. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

Regular meeting reconvened at 6:39 pm.

XVI. Other Items of Business

None.

XVII. Adjournment

Commissioner Cesich made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

Meeting adjourned at 6:42 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
AUGUST 17, 2021**

I. Call to Order

President Gilmour called the meeting to order at 10:10 am in the Kendall County Office Building - Second Floor Board Rooms 209 and 210.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance at the start of the County Board meeting.

III. Invocation

An invocation was offered by Commissioner Gengler at the start of the County Board meeting.

IV. Roll Call

X	Cesich	X	Gryder
X	DeBolt	X	Kellogg
X	Flowers	X	Koukol
	Gengler		Rodriguez
X	Gilmour	X	Vickers

Roll call: Commissioners Cesich, DeBolt, Flowers, Gryder, Kellogg, Koukol, Vickers, and Gilmour were all present.

V. Approval of Agenda

Commissioner Flowers made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered from citizens in attendance.

CONSENT AGENDA

President Gilmour stated that agenda items IX through item XV are removed from consideration per guidance received from the Kendall County State’s Attorney’s Office.

VII. Approval of Minutes

- Kendall County Forest Preserve District Commission meeting of July 20, 2021
- Kendall County Forest Preserve District Finance Committee meeting of July 29, 2021

VIII. Approval of Claims in the Amount of \$9,372.46

~~IX. Approval of the Appointment of Audra Hendrix to the KCFPD Ethics Committee for a 2-Year Term Expiring August 2023~~

- ~~X.~~ ~~Approval of the Appointment of Kristine Heiman to the KCFPD Ethics Committee for a 2-Year Term Expiring August 2023~~
- ~~XI.~~ ~~Approval of the Appointment of Russ Corneils to the KCFPD Ethics Committee for a 2-Year Term Expiring August 2023~~
- ~~XII.~~ ~~Approval of the Appointment of Crystal Steinbach to the KCFPD Ethics Committee for a 2-Year Term Expiring August 2023~~
- ~~XIII.~~ ~~Approval of the Appointment of Sarah Walsh to the KCFPD Ethics Committee for a 2-Year Term Expiring March 2023~~
- ~~XIV.~~ ~~Approval of the Appointment of Jessica Bannister (Alternate) to the KCFPD Ethics Committee for a 2-Year Term Expiring August 2023~~
- ~~XV.~~ ~~Approval of the Appointment of Jeff Wehrli (Ethics Advisor) to the KCFPD Ethics Committee with a Term Expiring April 2022~~
- XVI. *Approval of a Bill of Sale for the Ellis Lesson Horse "Winnie" to Amanda Cobb of Steger, Illinois in the Amount of \$500.00

Commissioner Flowers made a motion to remove items IX to XV from the Consent Agenda, with approval of the remaining items. Seconded by Commissioner Gryder.

Motion: Commissioner DeBolt					
Second: Commissioner Gryder					
Roll call: Consent Agenda (Items IX through XV Removed from Consideration)					
Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler			Rodriguez		
Gilmour	X		Vickers	X	
Motion unanimously approved.					

Roll call: Commissioners Cesich, DeBolt, Flowers, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

OLD BUSINESS

No items posted for consideration.

NEW BUSINESS

- XVII. ***ORDINANCE #08-21-001: Amending the Combined Annual Budget and Appropriations Ordinance #06- 21-001 Setting Forth the Annual Budget of the Kendall County Forest Preserve District, Kendall County, Illinois for the Fiscal Year Beginning December 1, 2020 and Ending November 30, 2021 for an Amount Not-to-Exceed \$9,518,295**

Commissioner Cesich made a motion to approve ordinance #08-21-001, amending the Combined Annual Budget and Appropriations Ordinance #06-21-001 setting forth the annual budget of the Kendall County Forest Preserve District, Kendall County, Illinois for the Fiscal Year Beginning December 1, 2020 and Ending November 30, 2021 for an Amount Not-to-Exceed \$9,518,295. Seconded by Commissioner Flowers.

Motion: Commissioner DeBolt
 Second: Commissioner Gryder
Roll call: Consent Agenda Ordinance #08-21-001 Amending Ordinance #06-21-001

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers	X		Koukol	X	
Gengler			Rodriguez		
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XVIII. Public Comments

No public comments were offered from citizens in attendance.

XIX. Executive Session

Commissioner Gryder made a motion to enter executive session under 2(c)21 of the Open Meetings Act for the purpose of discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. Seconded by Commissioner Cesich.

Motion: Commissioner DeBolt
 Second: Commissioner Gryder
Roll call: Executive Session – 2(c)21

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg		X
Flowers	X		Koukol	X	
Gengler			Rodriguez		
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Flowers, Gryder, Koukol, Vickers, and Gilmour, aye. Opposed, Commissioner Kellogg. Motion carried by a vote of 7:1.

Executive session called to order at 10:14 am.

Commissioner Gryder made a motion to adjourn from executive session. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

Regular meeting resumed at 10:32 am.

XX. Other Items of Business

- Storm Damage Updates and Preserve Clearing Efforts

DRAFT FOR COMMISSION APPROVAL: 09/7/2021

Director Guritz provided a status report for completion of storm damage repairs at Hoover Forest Preserve.

XXI. Adjournment

Commissioner Cesich made a motion to adjourn. Seconded by Commissioner Flowers. Aye, all. Opposed, none. Meeting adjourned at 10:39 am.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE OF THE WHOLE MEETING MINUTES
AUGUST 10, 2021**

I. Call to Order

President Gilmour called the meeting to order in the Kendall County Office Building – Kendall County Board Rooms 209 and 210 at 4:30 pm.

II. Roll Call

X	Cesich	X	Gryder
	DeBolt	X	Kellogg
	Flowers	X	Koukol
X	Gengler		Rodriguez
X	Gilmour	X	Vickers

Roll call: Commissioners Cesich, Gengler, Gryder, Kellogg, Koukol, Vickers, and Gilmour were all present.

III. Approval of Agenda

Commissioner Cesich made a motion to approve the Committee of the Whole meeting agenda as presented. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

IV. Public Comment

No public comments were offered from citizens in attendance.

V. Executive Director’s Report

Assistant Director Shanahan presented highlights from the Executive Director’s report.

VI. Review of Preliminary Financial Statements and Cost Center Reports for the Period Ending July 31, 2021

Assistant Director Shanahan presented an overview of the preliminary Financial Statements and Cost Center reports for the period ending July 31, 2021.

VII. Motion to Forward Claims to Commission

Commissioner Gengler made a motion to forward claims to Commission. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

OLD BUSINESS

No items posted for consideration.

NEW BUSINESS

**VIII. Hoover Fire Alarm System – Storm Damages and Equipment Repair /
Replace Options**

The Committee of the Whole discussed and provided recommendations on the fire alarm repair options at Hoover Forest Preserve. Consensus was to repair the existing system, and forego installation of radio monitoring equipment for each facility that would carry additional and significant monthly costs.

**IX. American Rescue Plan Act – Motion Requesting KC-SAO Support with the
Development of an Agreement with Kendall County for Funding
Disbursements**

Commissioner Cesich made a motion to forward the request for KC-SOA support with development of an intergovernmental agreement with Kendall County for American Rescue Plan Act funding disbursements. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

X. American Rescue Plan Act – Proposed Amendment of the FY21 Budget

The Committee of the Whole discussed the proposed amendment for the FY21 budget.

**XI. Millington Forest Preserve – BrighterDaze Farm Reciprocal Access
Agreement**

The Committee of the Whole discussed the proposed concept for a reciprocal access agreement with BrighterDaze Farm at Millington Forest Preserve. The access agreement would extend permissions to ride within a designated trail corridor for the Farm's horse boarding clients in exchange for District access to preserve lands across the estate.

XII. Public Comments

No public comments were offered from citizens in attendance.

XIII. Executive Session

There was no need for executive session.

XIV. Summary of Action Items

Assistant Director Shanahan provided a summary of action items.

XV. Adjournment

Commissioner Cesich made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

Meeting adjourned at 5:12 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

Claims Listing

8/25/2021 3:20:03 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount	
Ellis Grounds	51	SYNCB/AMAZON	1PHC-9JPP-D6VX	Ellis Grounds Supplies	19001162	Grounds and Maintenance	\$103.98	
	51	SYNCB/AMAZON	1WPG-G4YH-QPY4	Ellis Grounds Supplies	19001162	Grounds and Maintenance	\$98.40	
	236	CENTRAL LIMESTONE CO INC	26658	Ellis Grounds Gravel	19001162	Grounds and Maintenance	\$92.29	
	678	GRAINCO FS, INC.	78023378	Grainco Ellis Service	19001162	Grounds and Maintenance	\$160.08	
	1323	MENARDS	21134	Ellis Grounds Supplies	19001162	Grounds and Maintenance	\$33.44	
	1323	MENARDS	22097	Supplies for Ellis Grounds	19001162	Grounds and Maintenance	\$49.57	
						Sub-Total	\$537.76	
					Ellis Grounds	Total	\$537.76	
	Ellis House	2047	COMED	9361548011082321	ComEd Ellis House	19001160	Utilities	\$733.02
							Sub-Total	\$733.02
1323		MENARDS	20857	Ellis House Supplies	19001160	Grounds and Maintenance	\$41.61	
						Sub-Total	\$41.61	
					Ellis House	Total	\$774.63	

Ellis Riding Lessons	2057	MATTHEW CAVINESS	12021500	Ferrier services Ellis Farm	19001164	63020	Vet & Farrier	\$380.00
							Sub-Total	\$380.00
					Ellis Riding Lessons		Total	\$380.00
Environmental Education Camps	51	SYNCB/AMAZON	1YX7-1TKQ-96TD	Camp and Office Supplies Env Education	19001177	63030	Program Supplies	\$28.90
							Sub-Total	\$28.90
					Environmental Education Camps		Total	\$28.90
Forest Preserve Director	51	SYNCB/AMAZON	1YX7-1TKQ-96TD	Camp and Office Supplies Env Education	190011	62000	Office Supplies	\$14.55
	1020	ILLINOIS STATE POLICE SERVICES FUND	08232021	Background Check Donna Brown	190011	62000	Office Supplies	\$10.00
	1304	MARCO TECHNOLOGIES, LLC	450649801-F	Copy Machine lease and copies	190011	62000	Office Supplies	\$122.39
							Sub-Total	\$146.94
	67	AMEREN ILLINOIS	2788444006082321	Ameren Gas	190011	63510	Electric	\$27.22
	2047	COMED	9361578000082321	ComEd Baker Woods	190011	63510	Electric	\$19.67
							Sub-Total	\$46.89

Forest Preserve Director	3231	IMAGINE NATION	657	Controller for Hobbit Tunnel Water Feature	191111 68990	Claims	\$2,138.90
						<i>Sub-Total</i>	\$2,138.90
					Forest Preserve Director	Total	\$2,332.73
Grounds and Natural Resources	1655	SERVICE SANITATION, INC	50-493234082421	Sanitation Services-Grounds	19001183 63070	Refuse Pickup	\$205.00
						<i>Sub-Total</i>	\$205.00
	1452	NICOR	85662610121082321	Nicor Millbrook S	19001183 63090	Natural Gas	\$132.71
	1452	NICOR	87946110001082321	Nicor Harris	19001183 63090	Natural Gas	\$59.39
						<i>Sub-Total</i>	\$192.10
Hoover	51	SYNCB/AMAZON	1TVY-WYQ6-GJDH	Bow Hunt Program supplies	19001183 63110	Shop Supplies	\$106.71
	1323	MENARDS	21077	Menards Grounds Supplies	19001183 63110	Shop Supplies	\$100.55
						<i>Sub-Total</i>	\$207.26
					Grounds and Natural Resources	Total	\$604.36
	3225	JANE MARCOUX	21-00104	Meadowhawk Sec Dep Return	19001171 63040	Security Deposit Refund	\$150.00
	3226	SUDHEER HOLENARASIPURA	21-00128	Sec Dep Return Moonseed	19001171 63040	Security Deposit Refund	\$100.00
3227	JENNIFER ZIMMERMANN	21-00098	Sec Deposit Refund Meadowhawk	19001171 63040	Security Deposit Refund	\$150.00	

3232	MAUREEN BERGAN	21-00116	Bergan 50% Sec Deposit return & rental fee refund	19001171	63040	Security Deposit Refund	\$562.50
						Sub-Total	\$962.50
1452	NICOR	22827083027082 321	Nicor Hoover Shop	19001171	63090	Natural Gas	\$54.45
1452	NICOR	23336698297082 321	Nicor Hoover Rookery	19001171	63090	Natural Gas	\$49.49
1452	NICOR	24614203628082 321	Nicor Hoover Blazing Star	19001171	63090	Natural Gas	\$42.37
1452	NICOR	28235299733082 321	Nicor Hoover Moonseed	19001171	63090	Natural Gas	\$45.76
1452	NICOR	30831034894082 321	Nicor Hoover Kingfisher	19001171	63090	Natural Gas	\$45.13
1452	NICOR	50980197128082 321	Nicor Hoover Meadowhawk Lodge	19001171	63090	Natural Gas	\$50.62
1452	NICOR	72389374124082 321	Nicor Hoover Residence	19001171	63090	Natural Gas	\$30.46
1452	NICOR	88551401149082 321	Nicor Hoover Maintenance Building	19001171	63090	Natural Gas	\$43.55
						Sub-Total	\$361.83
2047	COMED	07936730150823 21	ComEd Hoover	19001171	63100	Electric	\$920.69
						Sub-Total	\$920.69
1152	KENDALL PLUMBING & HEATING	21032411	Service at Hoover	19001171	63120	Building Maintenance	\$665.00
						Sub-Total	\$665.00

Hoover

199	BUSTED KNUCKLES LANDSCAPING	3305	Hoover Preserve Tree Work	19001171 68580	Grounds and Maintenance	\$900.00
					Sub-Total	\$900.00
				Hoover	Total	\$3,810.02
					Grand Total	\$8,468.40

To: Kendall County Forest Preserve District Board of Commissioners
 From: David Guritz, Executive Director
 RE: Proposed FY21 Contingency Fund Transfers
 Date: 7-Sep-21

COMMISSION APPROVAL DATE: 07-20-21

FY21 Budgeted Contingency Funding Available			Notes
190011	69790	Contingency	\$11,500.00
Expenditures Over Appropriations			
190011	62160	Equipment	-\$228.02
190011	68000	Liability Insurance	-\$181.00
19001181	51160	Salaries - Part Time	-\$145.75
19001181	63050	Employer Contr.	-\$11.15
19001183	63040	Security Deposit	-\$50.00
Sub-Total			-\$615.92
Contingency Remaining			\$10,884.08

COMMISSION APPROVAL DATE: 09-07-21

FY21 Budgeted Contingency Funding Available			Notes
190011	69790	Contingency	\$10,884.08
Expenditures Over Appropriations			
19001176	51160	Salary PT - Env. Ed. Camps	-\$2,800.00
19001161	51160	Salary PT - Ellis Barn	-\$100.00
19001165	63050	IMRF/SS Exp. - Ellis B-Day	-\$338.00
19001179	63050	IMRF/SS Exp. - Env. Ed. Other	-\$340.00
Sub-Total			-\$3,578.00
Contingency Remaining			\$7,306.08
Recommendation: Approve the proposed contingency fund transfers as presented in the Consent Agenda on September 7, 2021.			

**INTERGOVERNMENTAL AGREEMENT FOR DISBURSEMENT OF AMERICAN
RESCUE PLAN ACT FUNDS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as “IGA”) is made and entered into on this 7th day of September, 2021 by and between the County of Kendall, Illinois (“County”) and the Kendall County Forest Preserve District (“District”). For purposes of this IGA, the County and the District shall hereinafter collectively be referred to as “the Parties”.

RECITALS

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provide that units of local government may contract or otherwise associate among themselves to obtain or share services; to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the County and the District are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, earlier this year, the United States Department of Treasury (“Treasury”) launched the Coronavirus State and Local Fiscal Recovery Funds (“Recovery Funds”), which was established by the American Rescue Plan Act of 2021 (“ARPA”), to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the Treasury determined the County is an eligible local government that will be receiving approximately twenty-five million dollars (\$25,000,000) in Recovery Funds from the United States Government in two tranches, with 50% provided beginning in May 2021 and the balance delivered approximately 12 months later; and

WHEREAS, the Treasury issued guidelines identifying the authorized use of Recovery Funds allocated to local governments under the ARPA (hereinafter referred to as the “Interim Final Rules”) and issued Frequently Asked Questions (“FAQs”) clarifying the Interim Final Rules; and

WHEREAS, pursuant to the Interim Final Rules, the County can use its allocated Recovery Funds for any one or more of the following authorized uses: (1) to respond to the public health emergency created by the COVID-19 pandemic (“pandemic”) or the pandemic’s negative economic impacts; (2) to provide premium pay to eligible workers performing essential work during the public health emergency; (3) to provide government services to the extent of the reduction in revenue due to the public health emergency; and (4) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, within the eligible use categories outlined above, the Interim Rule provides the County with flexibility to determine how best to use payments from the Recovery Funds to meet the needs of the County’s communities and population; and

WHEREAS, in response to Question 2.18 of the FAQs, the Treasury confirmed recipients can use Recovery Funds for the following purposes for outdoor spaces/parks: (1) to improve spaces in areas that have been disproportionately impacted by the pandemic; and (2) maintenance and upkeep issues because of the increased use parks saw during the pandemic.

WHEREAS, the District has been able to establish that its facilities and open spaces have seen increased use during the pandemic, which has resulted in increased maintenance and upkeep issues for the District; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, finds that providing a portion of its Recovery Funds to District pursuant to the terms of this

IGA would address the District's increased maintenance and upkeep issues and also responds to the negative economic impact faced by the District as a result of the pandemic.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals

The recitals set forth above are incorporated in this IGA by reference and made a part of this IGA.

2. County's Obligations

In consideration for the District's execution of this IGA, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this IGA, the County agrees to disburse a portion of its Recovery Funds to the District to assist the District with its increased maintenance and upkeep needs as a result of increased use of District preserves during the pandemic. Said amounts actually disbursed to the District shall hereinafter be referred to as "Grant funds".
- b. The disbursement of Grant funds to the District will be pursuant to the following schedule:
 - i. The County will disburse Grant funds in an amount not to exceed thirty thousand dollars (\$30,000.00) to be used by the District in Fiscal Year 2021 (December 1, 2020 to November 30, 2021). The County will disburse this \$30,000 amount to the District as soon as possible but no later than November 30, 2021.

ii. The County will disburse Grant funds in an amount not to exceed three hundred thousand dollars (\$300,000.00) in total at various times during the District's Fiscal Years 2022 through 2024 (i.e., from December 1, 2021 to November 30, 2024). The parties understand and agree that the County will disburse these funds to the District, as needed by the District, during the relevant time period.

b. The total amount of Grant funds to be disbursed to the District during the term of this IGA shall not exceed a total of three hundred thirty thousand dollars (\$330,000.00).

3. District's Obligations

a. The District understands and agrees to use the Grant funds only for the following purpose: to address the District's increased maintenance and upkeep needs caused by increased use of its property during the pandemic. In accordance with ARPA, the District may only use the Grant funds to cover such costs incurred by the District from March 3, 2021 through December 31, 2024. The District must return any Grant funds not obligated by December 31, 2024, and any Grant funds not expended to cover those obligations by December 31, 2026.

b. If the District uses the Grant funds for any purpose other than those set forth in Paragraph 3(a) above (hereinafter referred to as an "Improper Purpose"), the District shall immediately reimburse the County the full amount of Grant funds received from the County.

c. The District agrees to comply with the ARPA, the Interim Final Rule, and all interpretive guidance issued by the Treasury regarding Recovery Funds. The

District also agrees to comply with all applicable requirements set forth in 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, and executive orders.

- d. The District shall maintain all original records relating to its use of the Grant funds for a period of at least ten (10) years after the Grant funds are spent or the period of time required by other state or federal law, whichever is longer. The District agrees to comply with all recordkeeping requirements set forth in the Local Records Act.
- e. As a recipient of some of the County's Recovery Funds, the District understands and agrees that it must take any and all steps necessary to assist the County with the County's reporting requirements on the use of the District's Grant funds. Such steps will include, but are not limited to the following:
 - i. Every quarter, the District shall file a written report with the County that includes the following information: (a) the amount of Grant funds spent by the District that quarter; (b) sufficient detail describing how the Grant funds were used by the District during that quarter; and (c) include supporting documentation evidencing how the Grant funds were used by the District. The District agrees to provide any additional information requested by the County in this quarterly report as the County sees fit.
 - ii. At any other time, the County, its auditor or legal counsel may request the District provide additional information and records relating to the District's use of the Grant funds. The District agrees

to comply with such a request within ten (10) business days of receiving such a request and to otherwise work collaboratively with the County in order to ensure compliance with ARPA.

- f. The District agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the work performed using Grant funds shall be subject to the Illinois Prevailing Wage Act, and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using Grant funds. In the event the District fails to comply with the notice requirements set forth in the Prevailing Wage Act, the District shall be solely responsible for any and all penalties, fines and liabilities incurred for the District's, contractors' and/or subcontractors' violations of the Prevailing Wage Act.
- g. If the District uses Grant funds to pay a contractor or subcontractor to perform work for the District, the District must ensure that such contracts include provisions incorporating all of the following:
 - i. The contractor/subcontractor agrees to comply with all applicable provisions of the ARPA, the Interim Final Rule, 2 C.F.R. 200 et seq. and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
 - ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*
 - iii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*

- iv. The Illinois Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
- v. The Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- vi. The District shall ensure that the District and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, the District shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- vii. In any project using Grant funds, the District shall comply with all competitive bidding and selection requirements pursuant to applicable state and federal laws. The District shall obtain certifications from all contractors and subcontractors who perform work on such projects, which certify the contractors and subcontractors are not barred from performing the work as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

- h. The District agrees that the maintenance of any work constructed in whole or in part with Grant funds shall be the sole responsibility of the District, and the District alone. Further, the District shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this IGA shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.

4. Assignment

This IGA and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this IGA shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this IGA, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

5. Non-appropriation

The sole source of the Grant funds shall be from the County's received Recovery Funds. The County shall not be obligated to fund the Grant funds from any other source. If the County does not receive sufficient Recovery Funds to satisfy all or part of the County's obligations under this IGA, the County's obligation to provide the Grant funds to the District shall be suspended unless and until such Recovery Funds are received by the County. Also, the District understands and agrees the County's disbursement of Grant funds to the District, as set forth in this IGA, is contingent on the Kendall County Board's appropriation and disbursement of those funds. The District understands and agrees that the sole and exclusive decision as to whether or not to disburse Recovery Funds to the District lies within the discretion of the Kendall County Board.

6. Remedies

- a. The County, by disbursing Grant funds to the District, does not guarantee to the District that the District's intended use of the funds complies with the requirements of ARPA. By signing this IGA, the District affirms that its use of the Grant funds qualifies for funding under ARPA. The County reserves the right to demand immediate repayment from the District of any Grant funds the County determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA or Treasury guidelines associated with disbursement of funds under ARPA.
- b. If the District's records are needed to justify an expense to the Treasury or any other office, official, or department which is responsible for auditing disbursements of ARPA funds, failure by the District to provide these records, for any reason including the prior destruction of these records, shall constitute a material breach of this IGA. The sole and exclusive remedy for such a material breach is that the District shall be responsible for repayment of any funds the Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, the District agrees to indemnify the County or make the County whole for any penalty assessed against the County based upon the District's failure to retain or provide records.
- c. Any other breach of this IGA may, at the sole discretion of the County, result in immediate termination of the IGA and/or further disbursement of Recovery Funds to the District.

7. Indemnity

The parties agree that where the County relied upon the certification of the District that such expenses for which the District sought Recovery funds met the minimum requirements of ARPA, and where the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that the use of such funds was not permitted under ARPA, the District agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to the County.

The District further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the United States Government seeking to recoup the expended Grant funds including interest and/or any other penalty provided by law.

The District agrees to hold County harmless for any evaluation or advice which the County provided to the District as to whether the District's use of the funds is a permissible use under ARPA.

8. Notice

All notices required or permitted in this IGA shall be in writing and shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via email with electronic confirmation of receipt.

If to the County: Kendall County Administrator
111 W. Fox Street
Yorkville, Illinois 60560
skoepfel@co.kendall.il.us

With copy to:

Kendall County State's Attorney
807 John Street
Yorkville, Illinois 60560

If to the Grantee:

Executive Director
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560
dguritz@co.kendall.il.us

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

9. Venue and Severability

This IGA shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this IGA shall be brought in the Circuit Court of Kendall County, Illinois.

In case any provision of this IGA shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this IGA, and in either case the validity, legality, and enforceability of the remaining provisions of this IGA shall not in any way be affected or impaired thereby.

10. Execution of IGA

This IGA may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same IGA.

11. Entire Agreement

This IGA represents the entire agreement between the parties regarding this subject matter, and there are no other promises or conditions in any other agreement whether oral or written.

Except as expressly stated herein, this IGA supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

12. Relationship of the Parties

Nothing contained in this IGA, nor any act of the County or the District pursuant to this IGA, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and the District. The District understands and agrees that the District is solely responsible for paying all wages, benefits and any other compensation due and owing to the District's officers, employees, and agents for the performance of any services as set forth in the IGA.

13. Termination

This IGA shall be in full force and effect upon signature by both parties and will terminate once the District has spent all the Grant funds it has received from the County. However, the District's record-keeping obligation and its duty to defend and indemnify shall survive the term of this IGA.

14. Authority

The County and the District each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this IGA, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this IGA.

IN WITNESS WHEREOF, the parties hereto have executed this IGA, using duplicate counterparts, on the dates listed below.

KENDALL COUNTY, ILLINOIS

**KENDALL COUNTY FOREST
PRESERVE DISTRICT**

Scott Gryder
Chairman, Kendall County Board

Judy Gilmour
President, Kendall County Forest Preserve District
Board of Commissioners

Attest: _____
Debbie Gillette
Kendall County Clerk

Attest: _____
Elizabeth Flowers
Secretary, Kendall County Forest Preserve
District

Date: _____

Date: _____