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KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION MEETING MINUTES

MARCH 19, 2019

I. Call to Order

Comissioner Prochaska called the meeting to order at 11:29 am in the Kendall County Board Room.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

Commissioner Prochaska offered an invocation for the meeting.

IV. Roll Call

X	Cesich	X	Hendrix
	Flowers	X	Kellogg
	Giles	Х	Prochaska
	Gilmour	X	Purcell
Х	Gryder	X	Vickers

Commissioners Cesich, Gryder, Hendrix, Kellogg, Purcell, Vickers, and Prochaska were all present.

V. Approval of Agenda

Commissioner Kellogg made a motion to approve the Commission meeting agenda with the amendment to item VII with a correction to the not-to-exceed claims amount to \$20,468.28 and approval by ordinance for item XVII for the purchase of a new lesson horse for Ellis House and Equestrian Center. Seconded by Commissioner Cesich. Aye, all. Opposed, none.

VI. Public Comment

Public comments were not offered by citizens in attendance.

VII. Approval of Claims for an Amount Not-to-Exceed \$20,468.28

Commissioner Hendrix made a motion to approve claims not-to-exceed \$20,468.28. Seconded by Commissioner Gryder.

Motion: Commissioner Hendrix Second: Commissioner Gryder

Roll call: Claims Not-to-Exceed \$20,468.28

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
Χ		Cesich	Х		Hendrix
		Flowers	Х		Kellogg
		Giles	Х		Prochaska
		Gilmour	Х		Purcell
X		Gryder	Х		Vickers

Motion unanimously approved.

VIII. Approval of Minutes

- Kendall County Forest Preserve District Commission Meeting of February 19, 2019
- Kendall County Forest Preserve District Finance Committee Meeting of February 28, 2019 Commissioner Purcell made a motion to approve the Commission meeting minutes of February 19, 2019, and the Finance Committee meeting minutes of February 28, 2019. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

OLD BUSINESS

No agenda items posted for consideration.

NEW BUSINESS

IX. MOTION: Approval from Kluber Architects + Engineers of Batavia, Illinois for Completion of a Construction Cost Estimate Study for Public Access and Life Safety Building Improvements of the Pickerill Estate House for a Cost Not-to-Exceed \$8,875.00 plus Reimbursable Expenses Not-to-Exceed \$200.00

Commissioner Purcell made a motion to approve the proposal from Kluber Architects + Engineers of Batavia, Illinois for the completion of a construction cost estimation study for public access and life safety building improvements of the Pickerill Estate House for a cost not-to-exceed \$8,875.00 plus reimbursable expenses not-to-exceed \$200.00. Seconded by Commissioner Gryder.

Motion: Commissioner Purcell Second: Commissioner Gryder

Roll call: Kluber Architects + Engineers

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
Χ		Cesich	Х		Hendrix
		Flowers	Х		Kellogg
		Giles	Х		Prochaska
-77		Gilmour	Х		Purcell
Χ		Gryder	Х		Vickers

Motion unanimously approved.

X. <u>MOTION</u>: Approval of the Submission of an Appropriations Request Form to U.S. Representative Lauren Underwood – 14th District Requesting a Federal Budget Appropriation of \$400,000 for Public Access, ADA, and Life Safety Improvements of the Pickerill Estate House at Pickerill-Pigott Forest Preserve

Commissioner Purcell made a motion to approve the submission of an appropriations request form to U.S. Representative Lauren Underwood – 14th District requesting a Federal budget appropriation of \$400,000 for public access, ADA, and life safety improvements of the Pickerill Estate House at Pickerill-Pigott Forest Preserve. Seconded by Commissioner Gryder.

Motion: Commissioner Purcell Second: Commissioner Gryder

Roll call: Appropriations Request Form

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
Χ		Cesich	Х		Hendrix
		Flowers	X		Kellogg
		Giles	Х		Prochaska
		Gilmour	Х		Purcell
Χ		Gryder	Х		Vickers

Motion unanimously approved.

XI. <u>MOTION</u>: Approval of the Mack & Associates, P.C. FY 18 Audit Report for the Kendall County Forest Preserve District

Commissioner Kellogg made a motion to approve the Mack & Associates, P.C. FY 18 audit report for the Kendall County Forest Preserve District. Seconded by Commissioner Hendrix.

Commission remarked the audit will be further discussed during the upcoming Finance Committee meeting.

Motion: Commissioner Kellogg Second: Commissioner Hendrix

Roll call: FY 18 Audit

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
Χ	115	Cesich	Х		Hendrix
		Flowers	Х		Kellogg
		Giles	Х		Prochaska
		Gilmour	Х		Purcell
X		Gryder	Х		Vickers

DRAFT FOR COMMISSION APPROVAL: 04/16/2019

XII. MOTION: Approval of the Calculated Com Ed Grant of Easement Costs in the Amount of \$40,060.00 Payable to the Kendall County Forest Preserve District to Support Completion of Electrical Service Line and Railway Crossing Improvements at Hoover Forest Preserve

Commissioner Hendrix made a motion to approve the calculated ComEd grant of easement costs in the amount of \$40,060.00 payable to the Kendall County Forest Preserve District to support completion of electrical service line and railway crossing improvements at Hoover Forest Preserve. Seconded by Commissioner Purcell.

Motion: Commissioner Hendrix Second: Commissioner Purcell

Roll call: ComEd Grant of Easement Costs

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
Χ		Cesich	Х		Hendrix
		Flowers	Х		Kellogg
		Giles	Х		Prochaska
		Gilmour	Х		Purcell
Χ		Gryder	Х		Vickers

Motion unanimously approved.

XIII. MOTION: Approval of Calculated OmniTRAX Grant of Easement Costs in the Amount of \$1,937.00 Payable to the Kendall County Forest Preserve District to Support Completion of Electrical Service Line and Railway Crossing Safety Improvements at Hoover Forest Preserve

Commissioner Hendrix made a motion to approve the calculated OmniTRAX Grant Easement costs in the amount of \$1,937.00 payable to the Kendall County Forest Preserve District to support completion of electrical service line and railway crossing safety improvements at Hoover Forest Preserve. Seconded by Commissioner Purcell.

Motion: Commissioner Hendrix Second: Commissioner Purcell

Roll call: OmniTRAX Grant of Easement Costs

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X Cesich		Х		Hendrix	
		Flowers	Х		Kellogg
		Giles	Х		Prochaska
		Gilmour	Х		Purcell
Χ		Gryder	Х		Vickers

Motion unanimously approved.

DRAFT FOR COMMISSION APPROVAL: 04/16/2019

XIV. MOTION: Approval of the OmniTRAX & Affiliates Vendor Profile and Purchase Order Terms and Conditions Agreement Pursuant to the Payment of the Calculated Grant of Easement Fees and Charges to the Kendall County Forest Preserve District

Commissioner Hendrix made a motion to approve the OmniTRAX & Affiliates vendor profile and purchase order terms and conditions agreement pursuant to the payment of the calculated grant of easement fees and charges to the Kendall County Forest Preserve District. Seconded by Commissioner Gryder.

Director Guritz remarked that the Kendall County State's Attorney's Office recommendation is to withdraw from consideration of the terms of the vendor agreement.

Commissioner Hendrix withdrew her motion. Commissioner Gryder withdrew his second.

XV. <u>MOTION</u>: Approval of the Revised Kendall County Forest Preserve District Application for Employment and Background Check Release Forms

Commissioner Purcell made a motion to approve the revised Kendall County Forest Preserve District application for employment and background check release forms. Seconded by Commissioner Hendrix.

Motion: Commissioner Purcell Second: Commissioner Hendrix

Roll call: Application for Employment Forms

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
Χ		Cesich	Х		Hendrix
		Flowers	X		Kellogg
		Giles	Х		Prochaska
3		Gilmour	Х		Purcell
X		Gryder	Х		Vickers

XVI. MOTION: Approval of a Bill of Sale for the Purchase of a Draft Cross Horse (Gelding) from Lucy Rosario of Forrest, Illinois in the Amount of \$1,400.00 for Payment Following a 30-day Trial Period

Commissioner Hendrix made a motion to approve the bill of sale for the purchase of a draft cross horse (Gelding) from Lucy Rosario of Forrest, Illinois in the Amount of \$1,400.00 for payment following a 30-day trial period. Seconded by Commissioner Purcell.

Motion: Commissioner Hendrix Second: Commissioner Purcell

Roll call: Bill of Sale for Ellis Lesson Horse

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
Χ	X Cesich		Х		Hendrix
		Flowers	Х		Kellogg
		Giles	Х		Prochaska
		Gilmour	Х		Purcell
Χ		Gryder	Х		Vickers

Motion unanimously approved.

XVII. Ordinance #19-03-002: Approval of the Donation of the Ellis Lesson Horse "Kash" to the University of Illinois - College of Veterinary Medicine

Commissioner Gryder made a motion to approve the donation of the Ellis Lesson Horse "Kash" to the University of Illinois - College of Veterinary Medicine. Seconded by Commissioner Purcell.

Commission discussed the 2/3 roll vote needed to convey District property.

Commissioner Hendrix inquired into the disposition of the lesson horse. Director Guritz reported that Kash will be donated for research and educational purposes due to a progressive medical condition (probable liver cancer).

Commissioner Purcell adjourned from the meeting, and did not return at 11:41 am.

Motion: Commissioner Gryder Second: Commissioner Purcell

Roll call: Ordinance #19-03-002Donation of Ellis Lesson Horse

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
Χ		Cesich	Х		Hendrix
		Flowers	Х		Kellogg
		Giles	Х		Prochaska
		Gilmour			Purcell
Χ		Gryder	Х		Vickers

Motion unanimously approved achieving the required 2/3 vote.

XVIII. MOTION: Approval of a Grant Agreement with the Illinois Clean Energy Community Foundation Providing \$11,000.00 in Grant Funds to Support a K-12 Pollinator Education and Prairie Habitat Enhancement Project at Hoover Forest Preserve, with a Required District Match of \$1,111.00

Commissioner Kellogg made a motion to approve the grant agreement with the Illinois Clean Energy Community Foundation Providing \$11,000.00 in grant funds to support a K-12 Pollinator Education and Prairie Habitat Enhancement Project at Hoover Forest Preserve, with a required District match of \$1,111.00. Seconded by Commissioner Hendrix.

Motion: Commissioner Kellogg Second: Commissioner Hendrix

Roll call: Grant Agreement with Illinois Clean Energy Community Foundation

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
Χ		Cesich	Х		Hendrix
		Flowers	Х		Kellogg
		Giles	Х		Prochaska
		Gilmour			Purcell
Χ		Gryder	Х		Vickers

Motion unanimously approved.

XIX. MOTION: Approval of a Request from the Kendall County Dog Therapy Club to Waive the District's \$50 Shelter Use Fee to Host a Small-Group Event at Harris Forest Preserve – Shelter 1 on Saturday, March 23, 2019 from 12:00 to 1:30 PM

Commissioner Kellogg made a motion to approve the request from Kendall County Dog Therapy Club to Waive the District's \$50 shelter use fee to host a small-group event at Harris Forest Preserve – Shelter 1 on Saturday, March 23, 2019 from 12:00 to 1:30 pm. Seconded by Commissioner Gryder.

Motion: Commissioner Kellogg Second: Commissioner Gryder

Roll call: KC Dog Therapy Club Waive of Fees

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner	
X Cesich		Cesich	X		Hendrix	
		Flowers	Х		Kellogg	
Va 4002-100		Giles	Х		Prochaska	
		Gilmour			Purcell	
Χ		Gryder	Х		Vickers	

Motion unanimously approved.

XX. Executive Session

There was no need for Executive Session.

XXI. Other Items of Business

No other items of business were presented for discussion.

XXII. Public Comments

No public comments were offered from citizens in attendance.

DRAFT FOR COMMISSION APPROVAL: 04/16/2019

XXIII. Adjournment

Commissioner Kellogg made a motion to adjourn. Seconded by Commissioner Hendrix. Aye, all. Opposed, none. Meeting adjourned at 11:45 am.

Respectfully submitted,

David Guritz

Director, Kendall County Forest Preserve District

KENDALL COUNTY FOREST PRESERVE DISTRICT FINANCE COMMITTEE MEETING MINUTES

MARCH 28, 2019

I. Call to Order

Committee Chair Kellogg called the Finance Committee meeting to order at 6:03 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Cesich, Gilmour, and Kellogg all were present.

III. Approval of Agenda

Commissioner Cesich made a motion to approve the agenda as presented. Seconded by Commissioner Gilmour. All, aye. Opposed, none.

IV. Public Comments

There were no public comments offered by citizens in attendance.

V. Motion to Forward Claims to Commission for an Amount Not-to-Exceed \$16,769.90

The Finance Committee reviewed the claims list.

Commissioner Cesich made a motion to forward claims for an amount not-to-exceed \$16,769.90. Seconded by Commissioner Gilmour. Aye, all. Opposed, none.

VI. Review of Financial Statements and Cost Center Reports through February 28, 2019

Director Guritz presented an overview of the financial statements and cost center reports through February 28, 2019. Farm yield payments that will be credited to FY18 have been paid and credited on a cash-basis within the financial reports.

Latreese Caldwell presented the YTD cost center comparison report.

VII. Waste Management Contract Audit and Response and 1-Year Extension

DRAFT FOR COMMISSION APPROVAL: 4/16/19

Director Guritz presented a report on the recycling and garbage services. A credit for contract overpayments totaling \$760.35 will be forthcoming. The contract will automatically renew for a 1-year term.

VIII. Review of 2019 Natural Resource Management Projects – Nursery Stock Quotes and PLS Seed-mix Bid

Director Guritz presented a report on 2019 natural resource management projects.

The District is currently examining the project approach for the Fox River Bluffs restoration and mitigation project. Bids will be needed for prairie seed-mix for restoration projects at both Fox River Bluffs and Hoover Forest Preserve. Bids will also be needed to secure nursery tree and shrub stock for KC Highway Eldamain-Phase II mitigation material.

The District will finalize the plan for restoration and develop bid specs accordingly.

IX. Review and Discussion of the Cropland Conversion Approach for Fox River Bluffs Forest Preserve

The Finance Committee discussed the plans for the cropland conversion at Fox River Bluffs Forest Preserve.

Director Guritz presented a capital fund report noting that significant savings should be realized by completing the restoration in-house that will provide funding for extending salary support for the Natural Resources Project Manager and technicians supporting the restoration effort.

The Finance Committee discussed transferring remaining capital fund interest earnings to recognize a gain on investment through transfer and deposit of the \$300,000 plus remaining into The Illinois Fund. The concept will be further explored at the April Finance Committee meeting.

X. FY19 Auditor Recommendations and Updates

The Finance Committee reviewed and discussed the FY 19 audit report's management recommendations.

XI. Innovative Underground Contract Updates, Sewer Line Inspection Results and Discussion

Director Guritz presented a report on the results of the sewer line inspection at Hoover Forest Preserve by Innovative Underground. The Finance Committee discussed whether the District would be better off installing a new sewer line along the trail corridor rather than completing a temporary fix of broken sections of the sewer line.

DRAFT FOR COMMISSION APPROVAL: 4/16/19

XII. Executive Session

None.

XIII. Other Items of Business

Director Guritz presented updates on the opening of Little Rock Creek Forest Preserve and the Hoover Forest Preserve trails welcome center. The Finance Committee reviewed proposals received from Wilderness Graphics. The Finance Committee recommended securing a local contractor to complete construction of the Hoover Trails Welcome Center kiosk.

XIV. Public Comments

No public comments were offered by citizens in attendance.

XV. Adjournment

Commissioner Cesich made a motion to adjourn. Seconded by Commissioner Gilmour. Aye, all. Opposed, none. Meeting adjourned at 7:16 pm.

Respectfully submitted,

David Guritz Executive Director, Kendall County Forest Preserve District To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Notification of State Award – Authorization for Acceptance – FY18 OSLAD –

Pickerill-Pigott Forest Preserve Phase I Improvements

Date: April 15, 2019

The District has received a Notification of State Award document requiring acceptance in order for the State of Illinois – Illinois Department of Natural Resources to move forward with the development of the formal grant agreement.

Recommendation:

Consider a motion to accept and approve the FY18 OSLAD Notice of State Award for Phase I improvements at Pickerill-Pigott Forest Preserve.

STATE OF ILLINOIS GRANT INFORM	ATION			
State Award Identification	Name of State Agency (Grantor): Department Of Natural Resources Department/Organziation Unit: Office of Grant Management and Assistance			
State Award ID Number (SAIN)	970-11935			
State Program Description	Acquisition and development of public outdoor recreation facilities by local units of government through competitive reimbursement grants.			
Announcment Type	Initial			
Agency (Grantor) Contact Information	Name: Kathy Barker Phone: 217 782 7481 Email: dnr.grants@illinois.gov			

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: Kendall County Forest Preserve District Address: 110 W. Madison Street, Yorkville, IL 60560 Phone: 630-553-4131 Email: dguritz@co.kendall.il.us
Grantee Identification	GATA: 678220 DUNS: 079859610 FEIN: 366006598
Period of Performance	Start Date: 4/15/2019

FUNDING INFORMATION				
FUND	CSFA	CFDA	AMOUNT	
Open Space Land Acquisition &	422-11-0970		\$316,500.00	
TOTAL			\$316,500.00	

⁽M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: 0 Base: Period:
Research & Development	No
Cost Sharing or Matching Requirements	Yes: 50% match is required up to maximum grant amount.
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	Inhibits Administrative Code I The Cash Management requirements and Interest requirements listed in Paragraphs 4.3 and 4.6 of PART ONE respectively do not apply as there are no federal funds as part of this agreement and the Grantee, with the exception of the 50% advance payment, is paid as reimbursement of prior project expenditures. 2 The Grantee is required to deposit the 50% advance payment in an interest-bearing accounts spearate from their general accounts. The interest earned from this account must be reported quarterly and expended on the project in addition to all grant payments and required matching funds. 3 Additional information provided in the Project Implementation and Billing Packet will be considered an appendix to this agreement and is hereby incorporated into it through Exhibit B1. 4 The full application completed for this grant including all attachments, budget and maps is hereby incorporated into this agreement. 5 The Grantee must comply with and abide by the following operation and maintenance provisions (17 III. Adm. Code 3025.70): a) All lands and facilities assisted with OSLAD funds shall be continuously operated and maintained by the Grantee in a safe and attractive manner at no cost to IDNR and be operated and utilized in such a manner as to maximize the intended benefits to and for the public. b) IDNR shall have access to OSLAD-assisted facilities at all times for inspection purposes to ensure the Grantee's continued compliance with this Part. c) The Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities, for dispersing food to the public and/or any other services as may be desired by the public and the Grantee for enjoyable and convenient use of the OSLAD-assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the OSLAD lands and/or facilities so final rearby public facilities. All sub-leases or licensee providing such service at the project site hall not discriminate

property of at least equal market value and comparable outdoor recreation usefulness, quality and location (17 III. Adm. Code 3025.70).

8 Any deviation or conversion of the project site(s) from public outdoor recreation use without DNR approval shall be considered a breach of this Agreement resulting in the Grantee being held liable for replacing said converted property with comparable land as deemed acceptable by IDNR.

9 The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement and shall make them available to IDNR and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

10 Grantees receiving a cumulative total of \$500,000 or more in state OSLAD assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted, as is generally required by 1) state law (65 ILCS 5/8-8-1 et seq. or 55 ILCS 5/6-31001 et seq.) or 2) by the Grantee's own governing body, as applicable. A copy of the audit must be provided to IDNR, upon request, OR if any findings (irregularities) involving the OSLAD grant are reported in the audit.

- 1. All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois, and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The Grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement.
- 2. The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. If questioned costs are ultimately deemed disallowed as determined by IDNR or its representative, the Grantee shall be responsible for repayment of such costs.
- 3. The agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1~I et seq.).

Program-Specific Term(s)

- 1 The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee to acquire and/or develop land for outdoor recreation facilities that are open and accessible to the public in Illinois.
- 2 Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder and may result in debarment for two grant cycles.
- 3 The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of IDNR under this Agreement.
- 4 Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with IDNR as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.
- 5 Project Signage and Publicity: Grantee must permanently post an OSLAD grant acknowledgment sign at the project site. The necessary sign will be provided by IDNR or specifications for its construction will be furnished to the Grantee, if requested (17 Ill. Adm. Code 3025.70). The acknowledgment shall incorporate the following language:

"OPEN SPACE LANDS ACQUISITION & DEVELOPMENT PROGRAM" ILLINOIS DEPARTMENT OF NATURAL RESOURCES

6 50% of the labor hours on the project must be performed by actual residents of the State of Illinois (20 ILCS 805/805-350).

7 Any property acquired or developed through assistance from the Illinois OSLAD grant

program must be open to the public for outdoor recreation use without regard to race or color, creed, national origin, sex or disability, nor based on residence, except to the extent that reasonable differences in user fees may be imposed amounting to no more than double the fees charged to residents.

8 Projects receiving development grant assistance only shall be bound by the terms of this Agreement for the period of time specified below for the total amount of OSLAD funds expended on the project (17 Ill. Adm. Code 3025.70):

Total Grant Award Time Period After Final Billing \$1 to \$50,000 6 years For every \$25,000 increment over \$50,000 Add 1 year

Land acquired with funding assistance from the OSLAD program shall be operated and maintained in perpetuity for public outdoor recreation use.

9 Property acquired or developed with OSLAD funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior IDNR approval. Approval for property conversion will be granted only if the Grantee substitutes replacement property of at least equal market value and comparable outdoor recreation usefulness, quality and location (17 III. Adm. Code 3025.70).

10 For projects receiving acquisition assistance, an appraisal must be provided by the Grantee and submitted to IDNR for review and certification to establish the property's market value. The appraisal must be completed to IDNR specifications (17 Ill. Adm. Code 3025.70).

- 11 For projects receiving development assistance, the Grantee must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for a period of time commensurate with the program amortization schedule shown in the administrative rules, unless otherwise approved by IDNR. The IDNR will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the local unit of government prohibit such arrangements. The Grantee must also adhere to applicable local bidding and procurement requirements (17 Ill. Adm. Code 3025.70).
- 12 The Grantee must comply with and abide by the following operation and maintenance provisions (17 III. Adm. Code 3025.70):
- 1) All lands and facilities assisted with OSLAD funds shall be continuously operated and maintained by the Grantee in a safe and attractive manner at no cost to IDNR and be operated and utilized in such a manner as to maximize the intended benefits to and for the public.
- 2) IDNR shall have access to OSLAD-assisted facilities at all times for inspection purposes to ensure the Grantee's continued compliance with this Part.
- 3) The Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities, for dispersing food to the public and/or any other services as may be desired by the public and the Grantee for enjoyable and convenient use of the OSLAD-assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the OSLAD lands and/or facilities shall be used for the improvement of said lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the Grantee with third persons relating to accommodations or concessions to be provided for or at the OSLAD facility for benefit of the public shall be submitted to IDNR, upon request, for its approval prior to the sub-lease or license being entered into or granted by the Grantee. The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or con¬cession agreement.
- 13 No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from IDNR. Specific actions regarded as significant deviations include, but are not limited to:
- 1) The granting of an easement, right-of-way, or other such encumnbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.
- 2) Any significant deviation from the approved project site plan OR change, alteration or disposition of the project site ¬to anything other than public outdoor recreation use, unless approved in this Agree¬ment or by IDNR. The construction of any building including indoor recreation facilities, exclusive of outdoor recreation service or support structures and sanitary facilities, are considered a conversion in use.
- 3) The construction of any overhead service utility line on the project site subsequent to the date of this Agreement, except for electric lines over 15 kv, unless otherwise approved by IDNR. (All future utility lines servicing the project site, except as noted, must be buried.)

14 Any deviation or conversion of the project site(s) from public outdoor recreation use without DNR approval shall be considered a breach of this Agreement resulting in the Grantee being held liable for replacing said converted property with comparable land as deemed acceptable by IDNR.

15 In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.

16 No assignment of grant provisions or duties is allowed.

17 All facilities constructed with state OSLAD grant assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).

18 If the grant award is \$250,000 or more for capital construction costs or professional services, Grantee certifies that it shall comply with the business enterprise program practices for minority-owned businesses, female-owned businesses, and businesses owned by persons with disabilities of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). See 30 ILCS 105/45.

19 It is agreed and understood by the Grantee that an IDNR representative shall have access to the project site to make periodic inspections as work pro¬gresses. It is further agreed and understood by the Grantee that IDNR reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE

The nature of the addtional requirements

GATA Conditions:

None

Agency Adjustments / Explanation:

N/A

The reason why the additional requirements are being imposed

GATA Conditions:

None

Agency Adjustments / Explanation:

N/A

The nature of the action needed to remove the additional requirement, if applicable

GATA Conditions:

None

Agency Adjustments / Explanation:

N/A

The time allowed for completing the actions, if applicable

GATA Conditions:

None

Agency Adjustments / Explanation:

N/A

The method for requesting reconsideration of the additional requirements imposed

GATA Conditions:

None

Agency Explanation:

N/A

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - MERIT-BASED REVIEW

The nature of the addtional requirements

Agency Adjustments / Explanation:

N/A

The reason why the additional requirements are being imposed

Agency Adjustments / Explanation:

N/A

The nature of the action needed to remove the additional requirement, if applicable

Agency Adjustments / Explanation:

N/A

The time allowed for completing the actions, if applicable

Agency Adjustments / Explanation:

N/A

The method for requesting reconsideration of the additional requirements imposed Agency Explanation:

N/A

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC

The nature of the addtional requirements

Agency Adjustments / Explanation:

N/A

The reason why the additional requirements are being imposed

Agency Adjustments / Explanation:

N/A

The nature of the action needed to remove the additional requirement, if applicable

Agency Adjustments / Explanation:

N/A

The time allowed for completing the actions, if applicable

Agency Adjustments / Explanation:

N/A

The method for requesting reconsideration of the additional requirements imposed Agency Explanation:

N/A

SIGNATURE PAGE		
Circle one: Accept NOSA / Reject NOSA		
Institution / Organization		
Signature		
Name of Official		
Title (Chief Financial Officer or equivalent)		
Date of Execution		

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Ordinance #04-001-19 – ComEd License Agreement – Hoover Forest Preserve

Date: April 16, 2019

ASA Lisa Coffey has completed her review of the proposed license agreement with ComEd. The draft agreement is attached to this report.

The District has received full payment.

The draft has been returned to ComEd for final review. The final document will be presented at the May 7, 2019 Commission meeting.

Recommendation:

No action is needed at this time pending final review of the draft document currently under review by ComEd.

UTILITY LICENSE AGREEMENT

LICENSE NO. <u>04-001-19</u>
ORDINANCE NO. <u>04-001-19</u>
Commonwealth Edison Company
Hoover Forest Preserve

This Agreement made and entered into this 16th day of April, 2019 by Commission approval, Ordinance No. 04-001-19 and by signature of both parties, by and between the Kendall County Forest Preserve District ("LICENSOR") a body corporate and politic, with principal offices at 110 W. Madison Street, Yorkville, Illinois 60560, and Commonwealth Edison Company (together with its licensees, successors and assigns, collectively, "LICENSEE") with principal offices at 440 S. LaSalle St. Suite 3300, Chicago, IL 60605.

WHEREAS, the LICENSOR is the owner of property known as Hoover Forest Preserve ("Preserve"), with Parcel Identification Numbers 05-06-201-001; 02-31-300-014; 02-31-300-007; 02-31-300-004; 02-31-300-011, and 02-31-300-015, and is authorized by State Statute (70 ILCS 805/6) to grant licenses "for the construction, operation and maintenance upon, under or across any property of such District of facilities for water, sewage, telephone, telegraph, electric, gas or other public service, subject to such terms and conditions as may be determined by such District." LICENSOR's Ordinances and Policies allow the granting of utility, transportation, and ingress/egress licenses which do not contradict its mandate, ordinances, or policies, and which provide a public benefit; and

WHEREAS, the LICENSEE requires a license from the LICENSOR for the purposes of maintaining and operating overhead and underground electrical facilities and all appurtenances related thereto (the "Facilities") along Fox Road extending into Hoover Forest Preserve, Kendall County, Illinois, and legally described on the attached Plat of License (Exhibit A), identified as License Area, and,

WHEREAS, the LICENSOR is willing to grant such license upon the terms and conditions set forth as follows.

- 1. (a) The LICENSOR hereby grants to the LICENSEE a renewable, non-exclusive license for an initial term of fifty (50) years renewable for a maximum term of ninety-nine (99) years, commencing April 16, 2019 ("Commencement Date") for the purpose of constructing, maintaining, operating, repairing, reconstructing, replacing and removing the Facilities in an area legally described on the attached Plat of License (Exhibit A), identified as License Area and which initial term shall terminate on April 16, 2069 ("Termination Date")
- (b) This Agreement will automatically renew up to ten (10) times in successive and additional terms of five (5) years each, with the exception of the final term which shall be four (4) years, but not to exceed a total of 49 years past the expiration of the original term, unless at least four (4) months prior to the expiration of the original or any renewal term, one party gives written notice of non-renewal to the other party.

- 2. The license fee received and paid-in-full is \$39,310.00 as required under this Agreement.
- 3. (a) It is understood and agreed to by the parties that the LICENSEE is responsible for the safe and efficient provision of the Facilities and that the Facilities are intended to remain in place for the duration of this Agreement. For this reason, the parties will make reasonable efforts to renegotiate this License according to the then-existing policies of the LICENSOR and the LICENSEE, respectively, and under reasonable terms and conditions.
- (b) Should the License not be renewed, the LICENSEE will peaceably quit and surrender the License Area to the LICENSOR and will, at LICENSEE's sole cost and expense, remove all the LICENSEE's installations, improvements, etc. (except at the discretion of Licensor, Licensor may approve LICENSEE to abandon such Facilities in place, as confirmed in writing by the LICENSOR), and will restore any damage with respect to such removal caused by LICENSEE within the License Area to the reasonable satisfaction of the LICENSOR. Removal and restoration shall be completed by the LICENSEE within ninety (90) days of the termination of this License, unless otherwise authorized by the LICENSOR in writing. This section shall survive the termination of this License.
- 4. The LICENSEE shall assume all risks and liabilities for damages, injuries, or loss to either property or persons which may be incurred by the LICENSEE or its agents, contractors, subcontractors and invitees and any employees of each of them within the License Area except for those risks and liabilities caused by the intentional acts or omissions of LICENSOR. LICENSEE is solely responsible for any and all maintenance within the subject area including but not limited to the land, utility infrastructure, and constructed utility facilities, and shall be responsible for any and all costs associated with the same. LICENSEE will hold the LICENSOR harmless therefrom for any damages to the LICENSEES utility infrastructure and facilities within the License Area.
- 5. The LICENSEE does not have the right to license or otherwise grant or assign rights in, on, under, or across the License Area to other parties.
- 6. The LICENSEE shall at all times conduct its activities within the License Area in such a manner as not to unreasonably interfere with or otherwise impede the LICENSOR's use, management, and development of the Preserve.
- 7. The LICENSEE agrees to indemnify and hold harmless the LICENSOR, its officers, directors, agents and employees from and against all claims, demands, actions, or suits in law or in equity (including costs and expenses such as reasonable attorney's fees and expert witness fees incident thereto) for, or on account of, injury, damage or loss to the person or property of others caused or allegedly caused by the LICENSEE or its agents, contractors, subcontractors, and invitees and any employees of each of them within or on District property (not limited to the License Area) while maintaining, operating, repairing, and removing or otherwise exercising any of its rights granted under this license.

Additionally, LICENSEE agrees to indemnify and hold harmless the LICENSOR, its officers, directors, agents and employees from and against all claims, demands, actions, or suits in law or in equity or pursuant to statute (including costs and expenses such as reasonable attorney's fees and expert witness fees incident thereto) for, or on account of, any mechanic's lien or claim against District property or District funds brought by, on behalf of, or through LICENSEE or its agents, contractors, subcontractors, and any of their employees, agents, subcontractors and invitees as a result of constructing, maintaining, operating, repairing, removing, restoring, or any other activity otherwise done at the request, direction, or instruction of or for LICENSEE in its exercise of the rights granted herein. Notwithstanding anything to the contrary in this paragraph 7, in no event shall any liability extend to (i) matters to the extent caused by any negligent or willful misconduct by LICENSOR or its agents, contractors, subcontractors, invitees or employees, or (ii) damages for any failure to provide service, for interruption of one or more phases, or reversal of such service, or interruptions in electric service. Notwithstanding any contained herein, the parties acknowledge and agree that this license shall not alter or impact the rights and obligations of the parties as retail customer and as electric service provider under all applicable laws and tariffs.

- 8. Except in emergencies, the LICENSOR shall provide the LICENSEE with forty-eight (48) hours advance notice prior to any action within the License Area which may negatively impact the LICENSEE's rights granted herein.
- 9. The provisions of any of the LICENSOR's currently existing agreements with respect to the License Area, and all rights, powers, privileges, duties, obligation, and liabilities created thereby, remain in full force and effect, and are not affected hereby except to the extent and in the manner set forth herein.
- 10. Should damage to the Preserve or to any fixture and / or to any tree in excess of four (4) inches diameter (when measured four (4) feet above ground level) on LICENSOR's property occur due to LICENSEE's maintaining, operating, repairing, and removing or any other work or activity in, on or around the License Area, the LICENSEE shall restore the Preserve or District property to the sole, but reasonable satisfaction of the LICENSOR upon completion of maintenance, repair, removal, or other activities. Damaged natural areas shall be restored within six (6) months following each incident. Fixtures shall be restored within no more than sixty (60) days following each incident.
- 11. The LICENSEE is responsible for procuring all necessary Federal, State, County, and municipal permits, variances, signoffs, etc., required to operate, repair, maintain, remove, inspect, etc., for the purpose of this License. Should the LICENSEE perform any grading, leveling, digging or excavation on the License Area, the LICENSEE shall comply with all notice requirements of J.U.L.I.E. The LICENSEE shall provide copies of all applications, baseline information, natural and cultural resource data reports, Environmental Impact Statements, and Environmental Assessment Reports required by the permitting agencies for the LICENSOR's review and comment. Proof of permits and signoffs will be required prior to excavation, earthwork or clearing.

12. Special Conditions:

- A. The LICENSEE shall apply for, obtain, and fully comply with a Special Use Permit from LICENSOR prior to and during the entirety of any work (i.e., construction, maintenance, operation, replacement, repair, removal, restoration, or any other activity) performed on LICENSOR's Property and/or the License Area.
- B. LICENSEE shall provide LICENSOR with photos of the existing conditions in and around the area of impact at the License Area prior to the start of any construction activities.
- C. LICENSEE shall insure that construction warning signs, fences, and erosion control measures are installed prior to any work being performed within the License Area.
- D. LICENSEE shall provide for the restoration of any vegetation, drainage tiles or damage to topography due to LICENSEE's work or actions on District property (not limited to the License Area) per the District approved Construction plans and/or Special Use Permits issued by the LICENSOR.
- E. LICENSEE understands that any additional work, maintenance, inspections, or other activities within the License Area will require the issuance of a Special Use Permit by the LICENSOR.
- F. The LICENSEE does not have the authority to close Hoover Forest Preserve at any time.
- G. Notwithstanding anything to the contrary herein, LICENSOR agrees that LICENSEE will use commercially reasonable efforts to notify (via telephone) LICENSOR of any emergent work necessary and in such cases, may proceed to correct/address such emergent work and shall contact LICENSOR after completion of such work, under such circumstances LICENSEE shall obtain a Special Use Permit, even if said permit is issued after the fact, within 48 hours of following commencement of the work.
- 13. This Agreement and the covenants contained herein shall extend to, and be binding upon the successors and assigns of the parties hereto. Failure to comply with any of the conditions of this Agreement, after written notice of such failure to LICENSEE and failure by LICENSEE to cure such failure after 30 days, shall make it null and void and require removal of all LICENSEE's installations, improvements, etc., and restoration by the LICENSEE of the License Area in conformity with the requirement of Paragraph 3(b), above.

14. Time is of the essence in the performance of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first referenced above.

LICENSEE:	LICENSOR:
Commonwealth Edison Company	Kendall County Forest Preserve District
Representative:	Title: President, Board of Commissioners
Representing.	District
Signature:	
Date:	Date:
Witnessed by:	Witnessed by: Matt Kellogg
Title:	Title: Secretary, Board of Commissioners
Signature:	Signature:
Date:	Date:
Aye:	
Nay:	
Angrain'	

Notarization:
State of) ss.
County of Kendall)
I, the undersigned, a Notary Public in, and for said County, in the State aforesaid, DO HEREBY CERTIFY that <u>Judy Gilmour and Matt Kellogg</u> , personally known to me to be the President and Secretary, respectively, of the Kendall County Forest Preserve District Board of Commissioners , and to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to executed said instrument, and that the seal affixed thereto is the seal of said entity.
Witness my hand and official seal, this day of, at
Notary Public in and for said County My Commission Expires:

After recording, return a copy of the recorded License to:

David Guritz, Executive Director Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560 To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Little Rock Creek Forest Preserve – Contracted Improvements

Date: April 16, 2019

Two proposals were reviewed by the Committee of the Whole for contracted improvements to be completed at Little Rock Creek Forest Preserve in preparation for the soft opening scheduled for June 1, 2019.

Rich McCaslin Concrete Construction will install the ADA parking pad and pour footings for the trailhead kiosk and boardwalk.

Jeff Wehrli Excavating will install new parking lot gravel, parking area paths, and regrade and add new stone to the bluff slope access trail which will provide access for District utility vehicles to complete trail clearing and fence construction to block off public access to the breached dam and crossing bridge.

The District has budgeted \$25,000 in the capital fund for soft-opening improvements:

FY19 Capital Fund Budget (950) \$25,000.00

McCaslin Proposal \$ 2,654.00

Jeff Wehrli Excavating \$16,575.00

Wilderness Graphics \$ 6,675.84 (ICECF-TCF Grant Offset \$5,000)

Total Project Costs \$25,904.84

Recommendation:

Consider separate motions to approve the two contracts for Rich McCaslin Concrete and Jeff Wehrli Excavating as presented.

Quote/Billing

RICH McCASLIN CONCRETE CONSTRUCTION

Job Name: KCFPD

1830 N. 4253 Road Leland, IL 60531

Date: 4/8/19

Phone: 815-739-1293 (C)

richmc@indianvalley.com

Fax: 815-495-9602

815-495-3961 (H)

Flatwork • Foundations • Basement Restoration

Name:	Kendall County Forest Preserve/D. Guritz	Phone: 630-553-4131		Fax:	
Address	: City:	State:	Zip Code	Email: dguritz@co.kendall.il.us	
1.	Framing & pouring parking pad 18'x16' 6" thick,	fiber m	esh, rod on edge	e,	
	complete pad including excavating, 6 bag mix			\$ 2304.00 -	
2.	Framing & pouring pad w/rod, fiber, 6 bag mix			\$ 2016.00	
3.	Pouring 10 42" piers, labor & concrete only			\$ 350.00 -	

Additional Service Requiring Extra Payment:

Extra Services \$

Balance due upon completion.

Submitted by_____

Grand Total

Date

Rich McCaslin, Owner-Operator

Accepted by_____ Date____

Quote becomes binding contract upon both parties' signatures.

Payment Terms: Balance due upon receipt of agreement. 1.5% Interest Charge accrues monthly on outstanding balance after 10 days from statement date.

THANK YOU FOR YOUR BUSINESS!

^{*}Lot Conditions requiring Conveyor Services

^{*}Winter Concrete Services

^{*}Any other services not listed in original contract, as follows:

JEFF WEHRLI

EXCAVATING, INC.

PROPOSAL

25025 RAMM DR.

NAPERVILLE, IL 60564

OFFICE: (630) 851-8882 FAX: (630) 851-9057

Proposal submitted to:		Email: dguritz@co.kendall.ill.us	Date:
Kendall County Forest Preserve District		Phone: 630-553-4131	April 9, 2019
Street:		Architect:	Date of Plans:
City, State, Zip Job Locatio Little Rock		ion: ck Creek Forest Preserve	

Jeff Wehrli Excavating, Inc., (contractor) hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

Parking Lot and Trail improvements as follows:

- Clean up existing 9,176 sq. ft. Lot and top dress with 3 in. of compacted CA G. \$6,925.00
- Install 8 ft. wide path from edge of Lot to Kiosk.
 3,800.00
- Regrade, stone and compact approximately 390 lin. ft. of existing drive lane that 5,850.00 connects upper area to lowland.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Payment shall be made as follows: *Upon satisfactory completion of work.*

Any alteration or deviation from above specifications involving extra costs, will be executed only upon terms subsequently agreed to, and will become an extra charge over and above the estimate. All agreements contained herein and all subsequent agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Jeff Wehrli Excavating, Inc.

Respectfully submitted Jeff Wehrli Excavating, Inc.

By: ______President

Note --- This proposal may be withdrawn by us if not accepted within 30 days.

THIS PROPOSAL IS SUBJECT TO ALL TERMS AND CONDITIONS ON REVERSE SIDE

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the Work as specified. Payments will be made as outlined above.

Work as specified. Payments will be made as outlined above.		
Accepted	Signature	
	Buyer	
Date	Signature	
	Buyer	

Please sign extra copy and return

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Hollenback Sugar Bush Forest Preseve – Upland Design, Ltd. Proposal for

Development of a FY19 OSLAD Grant

Date: April 16, 2019

Upland Design, Ltd. has submitted a proposal to support the development of a FY19 State of Illinois – IDNR OSLAD grant proposal in the amount of \$5,500 plus reimbursable expenses.

The Conservation Foundation expects to own a property adjacent and connecting to the existing Hollenback Sugar Bush Forest Preserve by the end of 2019.

The Conservation Foundation has expressed its intentions to donate the 132-acres in whatever approach would be most advantageous to the District in terms of leveraging the property value as in-kind matching funds for grant program opportunities to complete restoration and public access improvements within the acquisition area and adjoining forest preserve lands.

The District is considering participation in the FY19 State of Illinois – IDNR OSLAD grant program to cover costs for restoration as well as basic public access improvements to the property, using the donation to satisfy the 50% matching requirement up to \$400,000.00 for completing the initial improvements.

If the submission of a FY19 IDNR-OSLAD grant application is authorized by Commission, and subsequently awarded, The Conservation Foundation will transfer the ownership of the property to the District following execution of the grant agreement, at some point over the summer months of 2020.

By working with The Conservation Foundation, the District will be enlarging preserve holdings at Hollenback Sugar Bush Forest Preserve, and securing the funds necessary for establishing public access and restoration at a very limited cost to the District.

Hollenback Sugar Bush Forest Preserve is not currently accessible to the public.

Recommendation:

No action is requested at this time pending submission and review of a preliminary property appraisal and draft site plan currently under preparation by The Conservation Foundation.

The Upland Design, Ltd. OSLAD application development proposal (attached) will be considered by Commission following review and input from the District's Committees on the proposed site plan, acquisition approach, and cost estimates for the proposed improvements.

Attachment A

April 8, 2019



Proposal for Landscape Architectural Services Hollenbeck Sugarbush Presereve OSLAD Grant Assistance Forest Preserve District of Kendall County

Initial Meeting:

To kick-off the grant preparation project, Upland staff will meet the District to review and if necessary refine the exact components to be included in the grant application. A redo and rendering of the master plan is not included. As part of a separate scope, the master plan has been created along with a color rendering presentation board and cost estimate. Upland Design will also share a list of required items that the District may have to include such as a plat of survey. (1 meeting)

Upland Design will prepare the IDNR OSLAD grant submittal for Hollenback Sugarbush Preserve. A number of items will be required from the District during the application assembly. We will work closely with the District to obtain all necessary documents. Application elements include:

- General Project Data and Narrative Statement
- Site Development Plan in Grant Submittal
- · Format Sketches and Elevations of Project Elements
- Cost Estimate
- FEMA Flood Map
- Premise Plat Map
- Location Map
- National Wetland Map
- Environmental Assessment Statement
- Cultural Resources, Endangered Species and Wetland Report form

Owner responsibilities:

The Kendall County Forest Preserve District will be required by the state to vote on and approve a Resolution of Authority for the grant submittal. District staff may also be asked to meet IDNR staff at the project site and to make a short presentation in Springfield as part of the application process.

Review and Submittal:

District Staff will review the final grant submittal and Upland Design will make final changes based on the input. The documents will then be uploaded on the IDNR website and necessary documents mailed to the IDNR for their review. A 24" x 36" color rendering of the park site will serve as the IDNR presentation board which was prepared as part of the master planning process.

With the plans and documents approved and submitted, a copy of all the grant submittal will be delivered to the District.

End of Attachment A.

AGREEMENT BETWEEN OWNER and FIRM FOR LANDSCAPE ARCHITECTURAL SERVICES

Kendall County Forest Preserve District

14242 S. First Avenue, Suite D

Phone: 708-221-9157

And

Upland Design Ltd.

24042 Lockport Street

Plainfield, IL 60544......The Firm

Phone: 815-254-0091 fax: 815-254-6010

Owner and Firm agree as set forth below:

1. Firm's Basic Services

The Firm agrees to provide its professional services in accordance with generally accepted standards of its profession. The Firm agrees to put forth-reasonable efforts to comply with codes, laws and regulations in effect as of the date of this contract. See Attachment A: Proposal Dated April 8, 2019 for Proposal for Landscape Architectural Services.

2. Excluded Services

The Firm will not be responsible for the following: Hydrologic/hydraulic modeling the floodplain/floodway, engineering of any kind, wetland mitigation, archeological services, environmental testing, engineering, subsurface conditions and material testing, boundary survey, topographic survey, soil borings, construction layout; construction scheduling; construction work; work-site safety, labor negotiations, permit fees, expert testimony or court appearances as part of these services.

Hazardous Materials: The scope of the Firm's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

3. Construction Phase Services

No construction phase services are included in the scope of this proposal and agreement.

4. Firm's Insurance

Firm carries the following insurance:

General Liability: \$1,000,000 each occurrence

Automobile Liability: \$1,000,000 Worker's Compensation: \$500,000 \$2,000,000 general aggregate Umbrella Liability: \$2,000,000 Professional Liability: \$2,000,000.

5. Owner Responsibilities

The Owner has designated <u>David Guritz</u>, <u>Director</u> as the contact person(s) for this project. The Firm will direct correspondence and information to the contact person. The Owner will provide pertinent information to the Firm in a timely manner so as not to hinder or delay the Firm performing their work in a timely and cost effective manner throughout the project. The Owner agrees to provide Firm with existing base information for the site and will assist the Firm with obtaining other information as requested. The Firm will rely on this information, without liability, on the accuracy and completeness of information provided by the Owner. The Owner agrees to advise Firm of any known or suspected contaminants at the Project Site and the Owner shall be solely responsible for all subsurface soil conditions.

Hollenback Sugarbush Preserve OSLAD Grant assistance

Right of Entry: When entry to property is required for the Firm and/or sub-consultant to perform its services, the Owner agrees to obtain legal right-of-entry on the property.

6. Project Schedule

The Firm shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. The Firm will attempt to make the Owner aware of events that will impact the Project schedule.

7. Compensation and Payments

The Owner shall pay to the firm the following lump sum of \$5,500 for the work described herein. Reimbursable Expenses: Firm will bill direct non-payroll expenses at cost plus 0%. Examples of expenses include printing, boards, plans and handouts, postage and delivery. Mileage will be billed at current IRS rates.

2019 Rate Sheet Hourly Billing Rates:
Principal Landscape Architect \$150
Assistant Landscape Architect \$130
CAD Drafting/Color Rendering \$115

No additional work shall be added to the contract without authorization from the Owner.

8. Suspension or Termination of Services

If the Owner in good faith determines that the Firm prosecutes or fails to prosecute its work in such manner as to hinder or delay the completion of the project, the Owner may serve written notice to the Firm setting forth any complaint about Firm's performance of its work. The Firm shall have seven (7) days from receipt of such written notice in which to take corrective action. If the Firm fails to take appropriate corrective action within said seven (7) day period, the Owner may exercise the following remedies:

- a. Terminate the Firm's services by a written notice effective on the date such written notice is served on the Firm; and,
- b. Order the remaining necessary work be done by another Firm, if desired.
- c. If the Owner in good faith exercises the above remedies, Owner shall be responsible to pay the Firm only for the work performed prior to termination of the contract. The above remedies shall be Owner's sole and exclusive remedies in the event the Owner terminates the Firm's services under this provision.
- d. The Firm may terminate this Contract upon seven days written notice. If terminated, Owner agrees to pay the Firm for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Owner fails to pay the Firm in full for services rendered or expenses incurred. The Firm shall have no liability because of such suspension of service or termination due to nonpayment.

9. Indemnification

The Firm agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner up to the amount of this contract fee for services from loss and expense, including reasonable attorneys' fees, to the extent caused by Firm's negligent acts, errors or omissions in the performance of the work under this Contract. Firm shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reason of the work done under this Contract. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Firm from any damage, liability or cost, including reasonable attorneys' fees and costs of defense arising from this project, to the extent caused by the Owner's negligent acts, errors or omissions and those of its other Firms, sub-consultants or consultants (whether or not the Owner is legally liable for them) or anyone for whom the Owner is legally liable. In the event of joint or concurrent negligence, Firm shall bear only that portion of the loss or expense that its share of the

Hollenback Sugarbush Preserve OSLAD Grant assistance

joint or concurrent negligence bears to the total negligence (including that of the third parties) which caused the personal injury or damage.

10. Limitation of Liability

In any event, in recognition of the relative risks and benefits of the project, the Owner and the Firm have allocated the risks such that the Owner agrees that to the fullest extent permitted by law, the Firm's total aggregate liability to the Owner for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Contract from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Firm's fee for the work rendered on this project.

11. Dispute Resolution

Owner and Firm agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be conducted by an agreed upon mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

12. Ownership of Documents

Copies of the final documents may be retained by the Owner at the completion of the project for their records in both print and digital PDF versions. All instruments of professional service prepared by the Firm, including, but not limited to, drawings and specifications, are the property of the Firm, and these documents shall not be reused on other projects without Firm's written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by the Firm will be at the Owner's sole risk and without liability to the Firm or its employees, and subcontractors. Owner shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Owner from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution. The Firm reserves the right to include representations of the Project in its promotional and professional materials.

13. Governing Law

This Agreement is governed by the laws of the State of Illinois.

14. Entire Agreement and Severability

This Agreement is the entire and integrated agreement between Owner and the Firm and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Firm. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

15. No Assignment

Neither party can assign this Agreement without the other party's written permission.

16. Expiration of Proposal

If this agreement is not accepted within 120 days, the offer to perform the described services is withdrawn and shall be null and void.

Hollenback Sugarbush Preserve OSLAD Grant assistance

IN WITNESS WHEREOF, the parties hereto have, 2019.	ve executed this agreement thisday of
Kendall County Forest Preserve District Sign:	Upland Design Ltd Sign
By:	By: Michelle A. Kelly, President
Title:	

4/15/2019

Kendall County - April 2019

Kendall County Calendar

		T	1	T	1
Sat	ις.	13	20	27	
Fri	ω.	3:00 pm Merit Cms	19 County Closes at Noon- Good Friday	26 9:00 am Econ Dev	
Thu	4 Vouchers Due 6:00 pm FP Operations	11 4:00 pm COW 5:00 pm Finance	18 Vouchers Due 8:00 am KenCom Pers 8:00 am KenCom Frc 9:00 am KenCom Frc	25 5:00 pm Finance 5:30 pm KenCom Exec 6:00 pm FP Finance	
Wed	3 6:00 pm County Board 6:00 pm FP CMS – Cancelled 6:00 pm Veterans Asst	10	17 2:00 pm KenCom Ops 5:30 pm Admin HR	24 8:30 am Animal Ctrl 5:00 pm Com Land Plan 7:00 pm Regional Plan	
Tue	2 9:00 am ZPAC 3:00 pm Juvenile Justice Board 3:30 pm Juvenile Justice Council	9 1:00 pm Tax Board of Review 3:30 pm Highway 4:30 pm FP CMS 4:30 pm FP COW	16 9:00 am County Board 9:00 am FP CMS 2:00 pm KenCom Strat 2:00 pm	23 1:00 pm Tax Board of Review	30 8:00 am Special PBZ
Mon	1 4:00 pm Fac Mgmt 5:30 pm Admin HR 7:00 pm ZBA	8 3:15 pm Law, Justice & Legislation 6:30 pm PBZ	15 3:00 pm H & E 6:30 pm Historic Pres	22	29 7:00 pm ZBA
Sun		7	14	21	28