2022 KHA PAYMENT STANDARDS - Effective 01/01/2022

(Payment Standards)

7inCodo	Town	KHA		KHA 1		KHA 2		КНА 3		KHA 4		KHA 5		KHA 6
ZipCode	TOWN	Studio	Be	droom	om Bedroom		Bedroom		Bedroom		Bedroom		Bedroom	
60511**	Big Rock	\$ 1,060	\$	1,160	\$	1,340	\$	1,700	\$	2,030	\$	2,335	\$	2,639
60536	Millbrook	\$ 880	\$	880	\$	1,160	\$	1,660	\$	1,750	\$	2,013	\$	2,275
60537	Millington	\$ 880	\$	880	\$	1,160	\$	1,660	\$	1,750	\$	2,013	\$	2,275
60447**	Minooka	\$ 1,340	\$	1,370	\$	1,760	\$	2,250	\$	2,460	\$	2,829	\$	3,198
	Montgomery/	6 040	7	000	_	4 222		4 600	_	4 040				
60512	Bristol/Yorkville	\$ 940	\$	980	\$	1,230	\$	1,690	\$	1,810	\$	2,082	\$	2,353
	Montgomery/	4 4 040		4 000										
60538	Boulder Hill	\$ 1,040	\$	1,080	\$	1,485	\$	1,840	\$	2,090	\$	2,289	\$	2,587
	Newark/Nettle Creek/	¢ 000		000		4.450				4				
60541	Lisbon/Helmar	\$ 880	\$	880	\$	1,160	\$	1,660	\$	1,750	\$	2,013	\$	2,275
60503**	Oswego	\$ 1,500	\$	1,600	\$	1,920	\$	2,510	\$	2,860	\$	3,289	\$	3,718
	Oswego/	4												
60543	Montgomery	\$ 940	\$	1,045	\$	1,364	\$	1,848	\$	1,920	\$	2,318	\$	2,496
60544**	Plainfield	\$ 1,560	\$	1,700	\$	1,970	\$	2,490	\$	2,960	\$	3,404	\$	3,848
60585**	Plainfield	\$ 1,570	\$	1,710	\$	2,000	\$	2,550	\$	3,000	\$	3,450	\$	3,900
60586**	Plainfield	\$ 1,550	\$	1,680	\$	1,970	\$	2,520	\$	2,960	\$	3,404	\$	3,848
	Plano/Yorkville/		_						_		_			
60545	Sandwich/Little Rock	\$ 650	\$	785	\$	1,023	\$	1,452	\$	1,488	\$	1,581	\$	1,625
60548**	Sandwich	\$ 880	\$	910	\$	1,180	\$	1,670	\$	2,000	\$	2,300	\$	2,600
60560	Yorkville/Plattville	\$ 900	\$	1,083	\$	1,309	\$	1,859	\$	1,925	\$	2,013	\$	2,275

^{**} Please note these zipcodes include multiple counties. County Tax Bill will be required to reflect that the unit is located in Kendall County.



DuPage Housing Authority 711 E Roosevelt Rd, Wheaton, IL 60187

PH: 630.690.3555 FAX: 630.690.0702 www.dupagehousing.org

Kendall Housing Authority
811 W John St., Yorkville, IL 60560
PH: 630.593.8218 FAX: 331.207.8923
www.kendallhousing.org



KENDALL HOUSING AUTHORITY 2022 UTILITY ALLOWANCE SCHEDULE

EFFECTIVE MAY 1, 2022

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
ELECTRIC							
Lights, etc. (Other Electric)							
(Includes Monthly Electric Fee)							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$35	\$38	\$48	\$57	\$66	\$75	\$80
House (Single Family Detached)	\$44	\$49	\$63	\$76	\$90	\$103	\$110
Cooking - All Unit Types	\$5	\$6	\$9	\$12	\$15	\$17	\$19
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$14	\$16	\$21	\$25	\$30	\$34	\$37
House (Single Family Detached)	\$17	\$20	\$26	\$32	\$37	\$43	\$47
				3/2	32	-1,	7
Heating Apartments/ Townhouse/ Rowhouse/ High-Rise	\$24	\$28	\$38	\$49	\$59	\$69	\$74
House (Single Family Detached)	\$57	\$67	\$38 \$78	\$ 9 9	\$101	\$113	\$122
	402		4.0	4.00	4.00	4	7
NATURAL GAS							
Cooking - All Unit Types	\$2	\$2	\$3	\$4	\$5	\$6	\$7
Water Heating				h.			
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$5	\$5	\$8	\$10	\$13	\$15	\$17
House (Single Family Detached)	\$6	\$7	\$10	\$13	\$16	\$19	\$20
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$17	\$21	\$24	\$27	\$31	\$35	\$37
House (Single Family Detached)	\$25	\$29	\$35	\$39	\$45	\$49	\$53
Monthly Gas Fee - All Unit Types	\$21	\$21	\$21	\$21	\$21	\$21	\$21
MISCELLANEOUS							
Water - All Unit Types	\$26	\$26	\$31	\$35	\$40	\$44	\$47
Sewer - All Unit Types	#24	424	424	444	AE4	464	470
Sewer - All Offic Types	\$24	\$24	\$34	\$44	\$54	\$64	\$70
Trash - All Unit Types	\$19	\$19	\$19	\$19	\$19	\$19	\$19
Refrigerator - All Unit Types	\$12	\$12	\$12	\$12	\$12	\$12	\$12
Range - All Unit Types	\$11	\$11	\$11	\$11	\$11	\$11	\$11
TOTAL ALLOWANCES							

Kendall County Forest Preserve District Hoover Grounds Supervisor and Resident House Lease Agreement

THIS AGREEMENT ("Lease Agreement") is made and entered into this 15TH day of November, 2022 by and between the Kendall County Forest Preserve District ("District"), a unit of local government, ("Employee-Tenant") and <u>Jay Teckenbrock</u> (referred to as "Tenant"), an individual currently residing at the Hoover Forest Preserve Residence, 11285 W. Fox Road, Yorkville, IL 60560, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PURPOSE.

This Lease Agreement provides for the Tenants' possession and use of the Grounds Supervisor and Resident House, the surrounding fenced yard, and the storage shed, located at Hoover Forest Preserve -11285 W. Fox Road, Yorkville, Illinois, 60560 (hereinafter referred to as the "Residence"), an image of which is attached as Exhibit A, during the Employee-Tenant's employment as a Grounds Supervisor-Resident by the District. By signing this Lease Agreement, the parties affirm their agreement that Employee-Tenant is required to live at the Residence as a condition of his continued employment by the District as the Grounds Supervisor and Resident; the Residence is located on District property; and the Residence is provided for the convenience of the District by allowing Employee-Tenant to promptly respond to District needs at Hoover Forest Preserve outside of regular business hours. Also, this Lease Agreement confirms the parties' understanding and agreement that the Tenants' possession and use of the Residence is part of the Employee-Tenant's total wage and benefits compensation package as Grounds Supervisor and Resident for the District. Nothing in this Lease Agreement is intended to and/or does create a contract of employment, express or implied. Employee-Tenant's employment with the District is "at-will", which means Employee-Tenant's employment relationship may be terminated at any time, with or without cause.

2. PROPERTY.

- 2.1 Leased Property. District owns certain real property and improvements consisting of the Residence. District desires to lease the Residence to Tenants upon the terms and conditions contained herein. Tenants desire to lease the Residence from District on the terms and conditions contained herein.
- 2.2 Personal Property. The District and Tenants each agree that any personal property, such as equipment, furniture, or other non-fixture items, purchased by either the Tenants or the District, either prior to or during the term of this Lease Agreement shall remain the personal property of the party who furnished the funds to purchase the personal property. All personal property of the Tenants shall be removed from the Premise at the termination of this Lease Agreement, unless otherwise agreed to in writing by the parties. Tenants specifically waive any claim of damage against the District for any personal property damaged as a result of an act of nature, including, but not limited to lightning strikes and floods. District is not responsible for providing any personal property, equipment, furniture or other non-fixture items to the Tenants.

3. TERM.

- 3.1 Term. The term of this Lease Agreement commences on December 1, 2022 with both parties' execution of this Lease Agreement, and shall terminate immediately upon (a) the Employee-Tenant's separation of employment from the District, or (b) one (1) year from the Lease Agreement commencement date of December 1, 2022 following both parties' execution of this Lease Agreement, whichever occurs first.
- 3.2 Upon termination of the Lease Agreement, Tenants shall immediately vacate the Residence and shall have seven (7) calendar days to remove all personal property from the Residence, unless otherwise authorized and agreed to in writing by both parties. All obligations outstanding at the time of termination shall survive the Lease Agreement.
- 3.3 Early Termination. Either party may terminate this Lease Agreement upon providing thirty (30) calendar days written notice to the other party. Except that both parties may agree, in writing, to terminate the Lease Agreement at any time and waive the thirty (30) days written notice.

4. RENT.

- 4.1 Rent. The rent for the Residence shall be three hundred twenty seven dollars and twenty-five cents (\$327.25) per week. This amount includes the cost of Utilities as discussed in section 12 of this Lease Agreement. The weekly rent payment shall be due and owing on the Saturday immediately following the conclusion of the weekly rental period. For purposes of this Agreement, a week shall be Saturday through Friday. The parties agree that only a single monthly rent payment of two hundred and fifty dollars (\$250.00) shall be due and owing from Tenants to the District in any month that Employee-Tenant is employed by the District. The balance of the weekly rent value shall be considered a part of the Employee-Tenant's total compensation package during his or her employment with the District as Grounds Supervisor and Resident. Weekends and holidays do not delay or excuse Tenants' obligation to timely pay rent.
- 4.2 Delinquent Rent. Rent is due no later than the first day of each month. If not paid by the due date, rent shall be considered overdue and delinquent. If Tenant fails to timely pay any monthly rent payment, Tenant will pay District a late charge of \$25.00 per day until rent is paid in full. If the District receives the rent within two (2) calendar days of the Due Date, the District will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy the District may exercise for Tenants' failure to timely pay rent.
- 4.3. Returned Checks. In the event any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$25.00 to District for each such check, plus late charges, as described above, which will accrue until District has **received** payment. Furthermore, District may require in writing that Tenants pay all future Rent payments by cash, money order, or cashier's check.
- 4.4. Order in which funds are applied. The District will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, and brokerage fees, then to rent, regardless of any notations on a check.

Tenants' Ini	tials:
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5. SECURITY DEPOSIT.

- 5.1 Amount. Tenant has previously deposited with the District the sum of one-thousand dollars and no cents (\$1,000.00), receipt of which is hereby acknowledged by the District, as security for any damage caused to the Residence during the term hereof.
- 5.2 Refund. Upon termination of the Lease Agreement, all funds held by the District as security deposit may be applied to the payment of accrued rent and the amount of damages that the District has suffered by reason of the Tenants' noncompliance with the terms of this Lease Agreement or with any and all federal, State, or local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence.

A. Deductions.

District may deduct reasonable charges from the security deposit for:

- (1) Unpaid or accelerated rent;
- (2) Late charges;
- (3) Unpaid utilities;
- (4) Costs of cleaning, deodorizing, and repairing the Residence and its contents for which Tenants are responsible;
- (5) Pet violation charges;
- (6) Replacing unreturned keys, garage door openers, or other security devices;
- (7) The removal of unauthorized locks or fixtures installed by Tenants;
- (8) Insufficient light bulbs;
- (9) Packing, removing, and storing abandoned property;
- (10) Removing abandoned or illegally parked vehicles;
- (11) Attorney fees and costs of court incurred in any proceeding against Tenants;
- (12) Any fee due for early removal of an authorized keybox; or
- (13) Other amounts Tenants are responsible to pay under this Lease Agreement.
- B. If deductions exceed the security deposit, Tenants will pay to District the excess within ten (10) calendar days after District makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, and brokerage fees, then to any unpaid rent.

6. USE OF RESIDENCE.

The Residence shall be used and occupied solely by Tenants and Tenants' immediate family. It shall be used exclusively as a private, single-family dwelling, and no part of the Residence shall be used at any time during the term of this Lease Agreement by Tenants or Tenants' immediate family for the purpose of carrying on any business (other than District business), profession, or trade of any kind, or for any purpose other than as a private, single-family dwelling. Tenants shall not allow any other person, other than Tenants' immediate family or transient relatives and friends who are guests of Tenants, to use or occupy the Residence without first obtaining District's written consent to such use or occupation. Tenants shall comply with any and all federal, State, and local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence. Tenants understand and agree that all residents and visitors of the Residence shall comply with the District's General Use Ordinance while on District property.

Tenants'	Initials:	
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7. CONDITION OF RESIDENCE.

7.1 Original Condition. Tenants stipulate, represent, and warrant that Tenants have examined the Residence, and it is, at the time of execution of this Lease Agreement, in good order, in good repair, and in a safe, clean and habitable condition.

7.2 Surrender Condition. Upon termination of this Lease Agreement, Tenants shall surrender the Residence to District in good and broom-clean condition, excepting ordinary wear and tear. Tenants shall remove all of their personal property and any improvements installed by Tenants and required to be removed by the District. Tenants shall return all keys and property belonging to the District.

8. DEFAULTS & REMEDIES,

8.1 Tenants' Default. Tenants shall be in default in the event of any of the following: (a) if Tenants fails to perform any obligation to be performed by Tenants hereunder and such failure shall continue for thirty (30) calendar days after written notice by District; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) calendar day period, then Tenants shall not be deemed to be in default if it shall commence such cure within such thirty (30) calendar day period, and, thereafter, rectify and cure such default with due diligence; or (b) if Tenants abandon or vacate the Residence or ceases to use the Residence for the stated purpose as set forth in this Lease Agreement.

8.2 Remedies in Default. In the event of a default by Tenants, District may pursue any remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenants or any other person. In the event of a default, the District may also immediately terminate this Lease Agreement and Tenants' right to possession of the Residence and recover possession of the Residence and remove all persons therefrom.

9. ASSIGNMENT AND SUB-LETTING.

Tenants shall not assign this Lease Agreement, or sub-let or grant any license to use the Residence or any part thereof without the District's prior written consent. An assignment, sub-letting, or license without the prior written consent of District or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at District's option, terminate this Lease Agreement.

10. ALTERATIONS AND IMPROVEMENTS.

Tenants shall make no structural repairs, alterations, or improvements of the Residence or construct any building or make any other improvements of the Residence without the prior written consent of District. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Residence by Tenants shall, unless otherwise provided for by written agreement between District and Tenants, be at the Tenants' sole expense and shall become the sole property of the District and remain on the Residence at the termination of this Lease Agreement. At any time during the term of this Lease Agreement, the District shall have the authority to make modifications, alterations, repairs, and improvements as it deems necessary and upon reasonable notice to Tenants.

Tenants'	Initials:	

11. HAZARDOUS MATERIALS.

Tenants shall not keep at the Residence any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion at the Residence or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. UTILITIES.

- 12.1 Costs. District shall be responsible for arranging and paying for the following utility services: internet, electricity, gas, and land-line telephone ("Utilities"). Tenants are responsible for all other desired services.
- 12.2 Failure, Stoppage, or Interruptions. District shall not be liable for, and Tenants shall not be entitled to, any damages, abatement, or reduction in rent value by reason of any interruption or failure in the supply of utilities, including, but not limited to interruptions or failures caused by lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenants, nor shall it relieve Tenants from any obligation to perform any covenant or agreement under this Lease Agreement. In the event of any failure, stoppage, or interruption of utilities or services, District's shall use its reasonable efforts to attempt to restore all services promptly.
- 12.3 Installation of Equipment. Tenants agree that they shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Residence, and that if equipment installed by Tenants requires additional utility facilities, installation of the same shall be at Tenants' expense, but only after District's written approval of same.
- 12.4 Compliance & Modifications. District shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. District reserves the right from time to time to make modifications to the utility systems serving the Residence.

13. MAINTENANCE, REPAIR, AND RULES.

- 13.1 Maintenance Obligations. Tenants will, at their sole expense, keep and maintain the Residence and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement and any renewal thereof. These obligations include, but are not limited to the following requirements:
 - A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - C. Maintain the grounds and lawn area of the Residence, including regularly mowing the lawn.
 - D. Not obstruct or cover the windows or doors;
 - E. Not leave windows or doors in an open position during any inclement weather;

- F. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of District;
- H. Keep all air conditioning filters clean and free from dirt;
- I. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants;
- J. Ensure Tenants' family and guests at all times maintain order in the Residence and at all places on the Residence, and shall not make or permit any loud or improper noises, or otherwise disturb other visitors and District users;
- K. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other District users;
- L. Deposit all trash, garbage, rubbish or refuse in the locations provided at the Residence and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the Residence;
- M. Abide by and be bound by any and all rules and regulations affecting the Residence or Tenants which may be adopted or promulgated by the District's Board of Commissioners.
- 13.2 Mechanics Liens. Tenants shall keep the Residence free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenants or for persons claiming under Tenants, and Tenants shall defend District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, with counsel of District's choosing, indemnify and save District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, free and harmless from and against any claims arising from or relating to the same.

14. DAMAGE TO RESIDENCE.

In the event the Residence is destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenants, the District may terminate this Lease Agreement from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Residence thereby be rendered uninhabitable, the District shall have the option of either repairing such injured or damaged portion or terminating this Lease Agreement. In the event that District exercises its right to repair such uninhabitable portion, such part so injured shall be restored by District as speedily as practicable.

Tenants' Initials:	
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15. ACCESS BY DISTRICT.

District and District's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Lease Agreement to enter the Residence for the following purposes:

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the Property to prospective Tenants, inspectors, fire marshals, appraisers, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notice; or
- F. Seize nonexempt property after default.

However, absent emergency circumstances, District will make reasonable attempts to give Tenants at least three (3) hours-notice, prior to entering the Residence. If Tenant(s) fail to permit reasonable access under this Paragraph, Tenants will be in default.

16. RENTERS' INSURANCE

Tenants will maintain renters' insurance during all times the property is occupied under the terms of this Lease Agreement. Tenants will provide District with proof of renter's insurance within thirty (30) calendar days of the execution of this Lease Agreement. Tenants will promptly notify District of any modification or termination of Tenants' renter's insurance,

17. SUBORDINATION OF LEASE AGREEMENT.

This Lease Agreement and Tenants' interest hereunder are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Residence by the District, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

18. ANIMALS.

THERE WILL BE NO ANIMALS PERMITTED AT THE RESIDENCE. Tenants shall not permit any animal, domesticated or maintained as pets, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, except as otherwise agreed to by a separate written Pet Addendum to the Lease Agreement which is attached as exhibit B, and incorporated as if fully set forth herein. If Tenants violate the pet restrictions of this Lease Agreement, Tenants will pay to District a fee of \$10.00 per calendar day, per animal for each calendar day Tenants violate the animal restrictions. District may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenants of District's intention to remove the unauthorized animal. District will not be liable for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants agree to indemnify and hold harmless District, its officers, directors, employee, and agents, including its past, present

Tenants'	Initials:	
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and future commissioners, elected officials and agents, for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants are responsible and liable for any damage or required cleaning to the Residence caused by any unauthorized animal and for all costs District may incur in removing or causing any unauthorized animal to be removed.

19. WATERBEDS.

THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Lease Agreement.

20. QUIET ENJOYMENT.

Tenants, upon payment of all of the sums referred to herein as being payable by Tenants and Tenants' performance of all Tenants' agreements contained herein and Tenants' observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Residence for the term hereof.

21. INDEMNIFICATION.

District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, shall not be liable for any damage or injury of or to the Tenants, the Tenants' family, guests, invitees, agents or employees, to any person entering the Residence, to the Residence itself, or to goods or equipment at the Residence. Tenants hereby agree to indemnify, defend and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, from any and all claims or assertions of every kind and nature, including claims pertaining to tax liability or obligations. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State's Attorney, and shall be appointed a Special Assistant State's Attorney. The District's participation in its defense shall not remove District's duty to indemnify, defend, and hold the District harmless.

22. FORCE MAJEURE.

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

23. EXPENSES AND COSTS.

Should it become necessary for District to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Residence, Tenants agree to pay all expenses and costs incurred by the District, including, but not limited to the District's reasonable attorneys' fees.

Tenants'	Initials:	
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24. RECORDING OF LEASE AGREEMENT.

Tenants shall not record this Lease Agreement on the Public Records of any public office. In the event that Tenants shall record this Lease Agreement, this Lease Agreement shall, at District's option, terminate immediately and District shall be entitled to all rights and remedies that it has at law or in equity.

25. GOVERNING LAW.

This Lease Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Illinois. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

26. SEVERABILITY.

If any provision of this Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. BINDING EFFECT.

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. DESCRIPTIVE HEADINGS.

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the District or Tenants.

29. NON-WAIVER.

No delay, indulgence, waiver, non-enforcement, election or non-election by District under this Lease Agreement will be deemed to be a waiver of any other breach by Tenants, nor shall it affect Tenants' duties, obligations, and liabilities hereunder.

30. MODIFICATION.

The parties hereby agree that this document contains the entire agreement between the parties and this Lease Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto. The parties further agree that the previous agreement dated December 1, 2021 is hereby rescinded in its entirety effective November 30, 2022.

31. NOTICE.

Any notice required or permitted to be given pursuant to this Lease Agreement shall be duly given if sent by fax, certified mail, or courier service and received. In the case of District, notice shall be given to David Guritz, Director of the Kendall County Forest Preserve, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Tenants, notice shall be given to Jay Teckenbrock at the Residence.

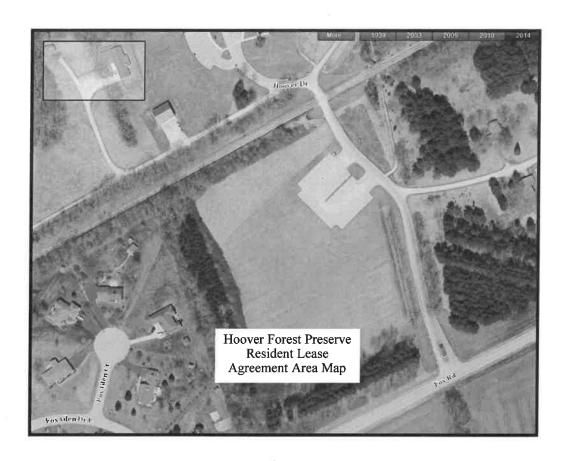
Tenants' I	nitials:
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32.	Δ	P	P	R	n	V	A	T.
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This Lease Agreement is contingent on, and subject to approval by a majority of the Kendall County Forest Preserve District Board of Commissioners.

As to	District this 15th day of November,	2022.	
DIST	RICT:		
Sign:	Judy Gilmour, President		a
	7 		_,
Attest	:	_	
As to TENA	Tenant, this 15th day of November,	2022.	
	Jay Teckenbrock, Grounds Superviso		
	Jay Teckenbrock, Grounds Superviso	or and Resident	
Print:		Date:	
Attest		_	
		10	
		10	Tenants' Initials:

Kendall County Forest Preserve District Hoover Grounds Supervisor and Resident House Lease Agreement—Exhibit A





Kendall County Forest Preserve District Ellis House Caretaker Lease Agreement

THIS AGREEMENT ("Lease Agreement") is made and entered into this <u>15TH</u> day of November, 2022, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, ("Employee-Tenant") and <u>Shannon Prette</u> (referred to as "Tenant"), an individual currently residing at the Ellis House, <u>13986 McKanna Rd, Minooka, IL 60447</u>, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PURPOSE.

This Lease Agreement provides for the Tenants' possession and use of the Ellis House apartment and access to the Ellis House maintenance support areas including the first-level reception area and utility room, and the basement storage area, located at Baker Woods Forest Preserve - Ellis House and Equestrian Center 13986 McKanna Rd, Minooka, IL 60447 (hereinafter referred to as the "Residence"), an image of which is attached as Exhibit A, during the Employee-Tenant's employment as the Ellis House Caretaker by the District. By signing this Lease Agreement, the parties affirm their agreement that Employee-Tenant is required to live at the Residence as a condition of their continued employment by the District as the Ellis House Caretaker; the Residence is located on District property; and the Residence is provided for the convenience of the District by allowing Employee-Tenant to promptly respond to District needs at Ellis House and Equestrian Center outside of regular business hours. Also, this Lease Agreement confirms the parties' understanding and agreement that the Tenants' possession and use of the Residence is part of the Employee-Tenant's total wage and benefits compensation package as Ellis House Caretaker for the District. Nothing in this Lease Agreement is intended to and/or does create a contract of employment, express or implied, Employee-Tenant's employment with the District is "at-will", which means Employee-Tenant's employment relationship may be terminated at any time, with or without cause.

2. PROPERTY.

- 2.1 Leased Property. District owns certain real property and improvements consisting of the Residence. District desires to lease the Residence to Tenants upon the terms and conditions contained herein. Tenants desire to lease the Residence from District on the terms and conditions contained herein.
- 2.2 Personal Property. The District and Tenants each agree that any personal property, such as equipment, furniture, or other non-fixture items, purchased by either the Tenants or the District, either prior to or during the term of this Lease Agreement shall remain the personal property of the party who furnished the funds to purchase the personal property. All personal property of the Tenants shall be removed from the Premise at the termination of this Lease Agreement, unless otherwise agreed to in writing by the parties. Tenants specifically waive any claim of damage against the District for any personal property damaged as a result of an act of nature, including, but not limited to lightning strikes and floods. District is not responsible for providing any personal property, equipment, furniture or other non-fixture items to the Tenants.

Tenants' Initials: _____

3. TERM.

- 3.1 Term. The term of this Lease Agreement commences on December 1, 2022 and shall terminate immediately upon (a) the Employee-Tenant's separation of employment from the District; (b) the Employee-Tenant's reassignment to a different position at the District; or (c) one (1) year after the date of commencement of December 1, 2023 following both parties' execution of this Lease Agreement, whichever occurs first.
- 3.2 Upon termination of the Lease Agreement, Tenants shall immediately vacate the Residence and shall have seven (7) calendar days to remove all personal property from the Residence, unless otherwise authorized and agreed to in writing by both parties. All obligations outstanding at the time of termination shall survive the Lease Agreement.
- 3.3 Early Termination. Either party may terminate this Lease Agreement upon providing thirty (30) calendar days written notice to the other party. Except that both parties may agree, in writing, to terminate the Lease Agreement at any time and waive the thirty (30) days written notice.

4. RENT.

- 4.1 Rent. The rent for the Residence shall be three hundred and thirty five dollars (\$335.00) per week. This amount includes the cost of Utilities as discussed in Section 12 of this Lease Agreement. The weekly rent payment shall be due and owing on the Saturday immediately following the conclusion of the weekly rental period. For purposes of this Agreement, a week shall be Saturday through Friday. The parties agree that only a single monthly rent payment of three hundred fifty dollars and zero cents (\$350.00) shall be due and owing from Tenants to the District in any month that Employee-Tenant is employed by the District. The balance of the weekly rent value shall be considered a part of the Employee-Tenant's total compensation package during his or her employment with the District as Ellis House Caretaker. Weekends and holidays do not delay or excuse Tenants' obligation to timely pay rent.
- 4.2 Delinquent Rent. Rent is due no later than the first day of each month. If not paid by the due date, rent shall be considered overdue and delinquent. If Tenant fails to timely pay any monthly rent payment, Tenant will pay District a late charge of \$25.00 per day until rent is paid in full. If the District receives the rent within two (2) calendar days of the Due Date, the District will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy the District may exercise for Tenants' failure to timely pay rent.
- 4.3. Returned Checks. In the event any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$25.00 to District for each such check, plus late charges, as described above, which will accrue until District has **received** payment. Furthermore, District may require in writing that Tenants pay all future Rent payments by cash, money order, or cashier's check.
- 4.4. Order in which funds are applied. The District will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, and brokerage fees, then to rent, regardless of any notations on a check.

Tenants' I	nitials:	
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5. SECURITY DEPOSIT.

- 5.1 Amount. Tenant has deposited with the District the required sum of two-hundred fifty dollars and no cents (\$250.00), as security for any damage caused to the Residence during the term hereof.
- 5.2 Refund. Upon termination of the Lease Agreement, all funds held by the District as security deposit may be applied to the payment of accrued rent and the amount of damages that the District has suffered by reason of the Tenants' noncompliance with the terms of this Lease Agreement or with any and all federal, State, or local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence.

A. Deductions.

District may deduct reasonable charges from the security deposit for:

- (1) Unpaid or accelerated rent;
- (2) Late charges;
- (3) Unpaid utilities;
- (4) Costs of cleaning, deodorizing, and repairing the Residence and its contents for which Tenants are responsible;
- (5) Pet violation charges;
- (6) Replacing unreturned keys, garage door openers, or other security devices;
- (7) The removal of unauthorized locks or fixtures installed by Tenants;
- (8) Insufficient light bulbs;
- (9) Packing, removing, and storing abandoned property;
- (10) Removing abandoned or illegally parked vehicles;
- (11) Attorney fees and costs of court incurred in any proceeding against Tenants;
- (12) Any fee due for early removal of an authorized keybox; or
- (13) Other amounts Tenants are responsible to pay under this Lease Agreement.
- B. If deductions exceed the security deposit, Tenants will pay to District the excess within ten (10) calendar days after District makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, and brokerage fees, then to any unpaid rent.

6. USE OF RESIDENCE.

The Residence shall be used and occupied solely by Tenants and Tenants' immediate family. It shall be used exclusively as a private, single-family dwelling, and no part of the Residence shall be used at any time during the term of this Lease Agreement by Tenants or Tenants' immediate family for the purpose of carrying on any business (other than District business), profession, or trade of any kind, or for any purpose other than as a private, single-family dwelling. Tenants shall not allow any other person, other than Tenants' immediate family or transient relatives and friends who are guests of Tenants, to use or occupy the Residence without first obtaining District's written consent to such use or occupation. Tenants shall comply with any and all federal, State, and local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence. Tenants understand and agree that all residents and visitors of the Residence shall comply with the District's General Use Ordinance while on District property.

Tenants'	Initials:	
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7. CONDITION OF RESIDENCE.

7.1 Original Condition. Tenants stipulate, represent, and warrant that Tenants have examined the Residence, and it is, at the time of execution of this Lease Agreement, in good order, in good repair, and in a safe, clean and habitable condition.

7.2 Surrender Condition. Upon termination of this Lease Agreement, Tenants shall surrender the Residence to District in good and broom-clean condition, excepting ordinary wear and tear. Tenants shall remove all of their personal property and any improvements installed by Tenants and required to be removed by the District. Tenants shall return all keys and property belonging to the District.

8. DEFAULTS & REMEDIES.

8.1 Tenants' Default. Tenants shall be in default in the event of any of the following: (a) if Tenants fails to perform any obligation to be performed by Tenants hereunder and such failure shall continue for thirty (30) calendar days after written notice by District; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) calendar day period, then Tenants shall not be deemed to be in default if it shall commence such cure within such thirty (30) calendar day period, and, thereafter, rectify and cure such default with due diligence; or (b) if Tenants abandon or vacate the Residence or ceases to use the Residence for the stated purpose as set forth in this Lease Agreement.

8.2 Remedies in Default. In the event of a default by Tenants, District may pursue any remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenants or any other person. In the event of a default, the District may also immediately terminate this Lease Agreement and Tenants' right to possession of the Residence and recover possession of the Residence and remove all persons therefrom.

9. ASSIGNMENT AND SUB-LETTING.

Tenants shall not assign this Lease Agreement, or sub-let or grant any license to use the Residence or any part thereof without the District's prior written consent. An assignment, sub-letting, or license without the prior written consent of District or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at District's option, terminate this Lease Agreement.

10. ALTERATIONS AND IMPROVEMENTS.

Tenants shall make no structural repairs, alterations, or improvements of the Residence or construct any building or make any other improvements of the Residence without the prior written consent of District. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Residence by Tenants shall, unless otherwise provided for by written agreement between District and Tenants, be at the Tenants' sole expense and shall become the sole property of the District and remain on the Residence at the termination of this Lease Agreement. At any time during the term of this Lease Agreement, the District shall have the authority to make modifications, alterations, repairs, and improvements as it deems necessary and upon reasonable notice to Tenants.

11. HAZARDOUS MATERIALS.

Tenants shall not keep at the Residence any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion at the Residence or that might be considered hazardous or extra hazardous by any responsible insurance company.

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12. UTILITIES.

- 12.1 Costs. District shall be responsible for arranging and paying for the following utility services: internet, electricity, phone and natural gas ("Utilities"). Tenants are responsible for all other desired services.
- 12.2 Failure, Stoppage, or Interruptions. District shall not be liable for, and Tenants shall not be entitled to, any damages, abatement, or reduction in rent value by reason of any interruption or failure in the supply of utilities, including, but not limited to interruptions or failures caused by lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenants, nor shall it relieve Tenants from any obligation to perform any covenant or agreement under this Lease Agreement. In the event of any failure, stoppage, or interruption of utilities or services, District's shall use its reasonable efforts to attempt to restore all services promptly.
- 12.3 Installation of Equipment. Tenants agree that they shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Residence, and that if equipment installed by Tenants requires additional utility facilities, installation of the same shall be at Tenants' expense, but only after District's written approval of same.
- 12.4 Compliance & Modifications. District shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. District reserves the right from time to time to make modifications to the utility systems serving the Residence.

13. MAINTENANCE, REPAIR, AND RULES.

- 13.1 Maintenance Obligations. Tenants will, at their sole expense, keep and maintain the Residence and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement and any renewal thereof. These obligations include, but are not limited to the following requirements:
 - A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - C. Not obstruct or cover the windows or doors;
 - D. Not leave windows or doors in an open position during any inclement weather;
 - E. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - F. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of District;
 - G. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such

Tenants'	Initials:	
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apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants;

- H. Ensure Tenants' family and guests at all times maintain order in the Residence and at all places on the Residence, and shall not make or permit any loud or improper noises, or otherwise disturb other visitors and District users;
- I. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other District users;
- J. Deposit all trash, garbage, rubbish or refuse in the locations provided at the Residence and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the Residence;
- K. Abide by and be bound by any and all rules and regulations affecting the Residence or Tenants which may be adopted or promulgated by the District's Board of Commissioners.
- 13.2 Mechanics Liens. Tenants shall keep the Residence free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenants or for persons claiming under Tenants, and Tenants shall defend District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, with counsel of District's choosing, indemnify and save District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, free and harmless from and against any claims arising from or relating to the same.

14. DAMAGE TO RESIDENCE.

In the event the Residence is destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenants, the District may terminate this Lease Agreement from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Residence thereby be rendered uninhabitable, the District shall have the option of either repairing such injured or damaged portion or terminating this Lease Agreement. In the event that District exercises its right to repair such uninhabitable portion, such part so injured shall be restored by District as speedily as practicable.

15. ACCESS BY DISTRICT.

District and District's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Lease Agreement to enter the Residence for the following purposes:

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the Property to prospective Tenants, inspectors, fire marshals, appraisers, or insurance agents;

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- D. Exercise a contractual or statutory lien;
- E. Leave written notice; or
- F. Seize non-exempt property after default.

However, absent emergency circumstances, District will make reasonable attempts to give Tenants at least three (3) hours-notice prior to entering the Residence. If Tenant(s) fail to permit reasonable access under this Paragraph, Tenants will be in default.

16. RENTERS' INSURANCE

Tenants will maintain renters' insurance during all times the property is occupied under the terms of this Lease Agreement. Tenants will provide District with proof of renter's insurance within thirty (30) calendar days of the execution of this Lease Agreement. Tenants will promptly notify District of any modification or termination of Tenants' renter's insurance.

17. SUBORDINATION OF LEASE AGREEMENT.

This Lease Agreement and Tenants' interest hereunder are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Residence by the District, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

18. ANIMALS.

THERE WILL BE NO ANIMALS PERMITTED AT THE RESIDENCE. Tenants shall not permit any animal, domesticated or maintained as pets, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, except as otherwise agreed to by a separate written Pet Addendum to the Lease Agreement which is attached as exhibit B, and incorporated as if fully set forth herein. If Tenants violate the pet restrictions of this Lease Agreement, Tenants will pay to District a fee of \$10.00 per calendar day, per animal for each calendar day Tenants violate the animal restrictions. District may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenants of District's intention to remove the unauthorized animal. District will not be liable for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants agree to indemnify and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants are responsible and liable for any damage or required cleaning to the Residence caused by any unauthorized animal and for all costs District may incur in removing or causing any unauthorized animal to be removed.

19. WATERBEDS.

THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Lease Agreement.

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20. QUIET ENJOYMENT.

Tenants, upon payment of all of the sums referred to herein as being payable by Tenants and Tenants' performance of all Tenants' agreements contained herein and Tenants' observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Residence for the term hereof.

21. INDEMNIFICATION.

District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, shall not be liable for any damage or injury of or to the Tenants, the Tenants' family, guests, invitees, agents or employees, to any person entering the Residence, to the Residence itself, or to goods or equipment at the Residence. Tenants hereby agree to indemnify, defend and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, from any and all claims or assertions of every kind and nature, including claims pertaining to tax liability or obligations. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State's Attorney, and shall be appointed a Special Assistant State's Attorney. The District's participation in its defense shall not remove District's duty to indemnify, defend, and hold the District harmless.

22. FORCE MAJEURE.

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

23. EXPENSES AND COSTS.

Should it become necessary for District to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Residence, Tenants agree to pay all expenses and costs incurred by the District, including, but not limited to the District's reasonable attorneys' fees.

24. RECORDING OF LEASE AGREEMENT.

Tenants shall not record this Lease Agreement on the Public Records of any public office. In the event that Tenants shall record this Lease Agreement, this Lease Agreement shall, at District's option, terminate immediately and District shall be entitled to all rights and remedies that it has at law or in equity.

25. GOVERNING LAW.

This Lease Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Illinois. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

Tenants' I	nitials:
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26. SEVERABILITY.

If any provision of this Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. BINDING EFFECT.

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. DESCRIPTIVE HEADINGS.

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the District or Tenants.

29. NON-WAIVER.

No delay, indulgence, waiver, non-enforcement, election or non-election by District under this Lease Agreement will be deemed to be a waiver of any other breach by Tenants, nor shall it affect Tenants' duties, obligations, and liabilities hereunder.

30. MODIFICATION.

The parties hereby agree that this document contains the entire agreement between the parties and this Lease Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto. The parties further agree that the previous agreement dated December 1, 2021 is hereby rescinded in its entirety effective November 30, 2022.

31. NOTICE.

Any notice required or permitted to be given pursuant to this Lease Agreement shall be duly given if sent by fax, certified mail, or courier service and received. In the case of District, notice shall be given to David Guritz, Director of the Kendall County Forest Preserve, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Tenants, notice shall be given to Shannon Prette at the Residence.

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32. APPROVAL	
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As to District this 15th day of November, 2022.

This Lease Agreement is contingent on, and subject to approval by a majority of the Kendall County Forest Preserve District Board of Commissioners.

DISTI	RICT:		
Sign:	Judy Gilmour, President	 :	
Print:		Date:	
Attest	: David Guritz, Executive Director		
As to	Tenant, this 15th day of November,	2022.	
TENA	NT: \		
Sign:	Shannon Prette		
Print:		Date:	_a
		•	
		10	Tenants' Initials:

EXHIBIT A:





Location of 2nd Floor Studio Apartment at Ellis House and Equestrian Center

EXHIBIT B

Pet Addendum to Kendall County Forest Preserve District Ellis House Caretaker and Resident Apartment Lease Agreement

THIS Pet Addendum ("Addendum") is incorporated as if fully set forth in the Kendall County Forest Preserve District Ellis House Caretaker Lease Agreement made and entered into on the 15th day of November, 2022, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, and Shannon Prette ("Employee-Tenant") referred to as "Tenant"), an individual currently residing at 13986 McKanna Rd, Minooka, IL 60447 ("Lease Agreement"). For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION.

The Lease Agreement, and all of its terms are incorporated as if fully set forth herein. In the event of a conflict between the terms of this Pet Addendum and the Lease Agreement, the terms of the Lease Agreement shall prevail.

2. PURPOSE.

The purpose of this Addendum is to permit Tenants to keep three domestic house cats ("Pets"), currently owned by Tenants, at the Residence, as defined in the Lease Agreement. The scope of this permission is limited to the animals identified in this Addendum. This Addendum does not permit Tenants to allow any other pets or domesticated animals at the Residence.

3 PETS

The pets that are the subject of this Addendum are described as follows:

Name: Belli

Breed: Tabby

Breed: Tortie

Color:

Weight:

Age: 9

Name: Rogue

Breed: Tortie

Age: 4

Tenant requests and is extended permission to keep a third domestic cat with breed description to-be-submitted.

4. ADDITIONAL RENT.

Rent Value. The Tenants shall pay an additional rent payment in the amount of zero dollars and no cents (\$0.00) per week in consideration for being permitted to keep the Pets at the Residence. This additional rent payment is to be paid on the 1st of every month and must cover all weeks that start within that month. Pursuant to the Lease Agreement, a week will be Saturday through Friday. The additional pet rent is subject to the rent terms identified in subsections 4.2, 4.3, and 4.4 the Lease Agreement.

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5. PET SECURITY DEPOSIT.

Tenants must also post an additional Pet Security Deposit in the amount of zero dollars and no cents (\$0.00). The Pet Security Deposit, intended to cover the costs of all cleaning and repairs required as a result of the Pets, is waived by the District. The Pet Security Deposit is subject to all of the terms of the Security Deposit identified in section five (5) of the Lease Agreement and is due upon execution of the Lease Agreement.

5. RULES AND MAINTENANCE.

Tenants agree to the following requirements:

- A. Tenants will keep their Pets under control at all times.
- B. Tenants will keep their Pets restrained, but not tethered, when they are outside of the Residence.
- C. Tenant will adhere to all federal, State, and local statutes, rules, regulations, orders, and ordinances pertaining to pet care and maintenance, including leash and licensing requirements.
- D. Tenants will not leave their Pets unattended for an unreasonable period of time.
- E. Tenants will promptly clean up after their Pets and dispose of their Pets' waste properly.
- F. Tenants will keep their Pets from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will promptly remedy any complaint once notified of the complaint by District.
- G. Tenants will provide their Pets with regular health care, including required inoculations.
- H. Tenants will provide the Pets with identification tags.
- I. Tenants will remove any offspring produced by the Pets within eight (8) weeks of birth, unless otherwise agreed to in writing by the District.

6. INDEMNIFICATION.

In addition to the indemnification provision in section twenty-one (21) of the Lease Agreement, District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, shall not be liable for any damage or injury to any person or property caused by or relating to the Pets. Tenants hereby agree to indemnify, defend and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, from any and all claims or assertions of every kind and nature caused by or relating to the Pets. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State's Attorney, and shall be appointed a Special Assistant State's Attorney. The District's participation in its defense shall not remove District's duty to indemnify, defend, and hold the District harmless.

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7. REVOCATION.

District retains the right to revoke the permission granted in this Addendum by providing thirty (30) calendar days written notice to Tenants.

8. DEFAULT.

Failure to comply with the terms of this Addendum shall be considered a default of the Lease Agreement subject to the remedies identified in section eight (8) of the Lease Agreement.

As to District this 15th day of Novem	nber, 2022.	
DISTRICT:		
Sign: Judy Gilmour, President		
Print:		
Attest: David Guritz, Director		
As to Tenants, this 15th day of Nove		
TENANTS:		
Sign:Shannon Prette		
Shannon Prette		
Print:	Date:	
Sign:		90
Attest		*
Print:	Date:	
a a		

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

MILWAUKEE, WISCONSIN

26575 W. COMMERCE DRIVE, SUITE 601 VOLO, ILLINOIS 60073 PHONE (847) 740-0888 FAX (847) 740-2888

CHICAGO, ILLINOIS

September 30, 2022

Mr. Dave Guritz, Director Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

Proposal No.: 22-0380

Re: Proposal for Engineering and Ecologic Consulting Services for Little Rock Creek Forest Preserve Dam Removal – Concept Design Services Kendall County, Illinois

Dear Mr. Guritz:

We understand that there is an existing breached low-head dam on Little Rock Creek on the Little Rock Creek Forest Preserve that the Kendall County Forest Preserve District (KCFPD) wishes to remove and restore the creek in the general vicinity. We offer the following scope of services to provide concept plan development services and assistance in pursuit of grant funding for the project.

Task 1: Dam Removal and Riparian Restoration Concept Plan

We will complete the following tasks in preparation of a concept plan and supporting information:

- 1. Perform a field reconnaissance of the project area to ascertain site specific conditions.
- 2. Prepare a draft concept plan for dam removal and corridor restoration of the upstream riparian corridors and the areas surrounding the dam for KCFPD review.
- 3. Attend a virtual discussion to review the draft concept plan with staff and make edits, as necessary.
- 4. Prepare a final concept plan, including concept level details, for use in consensus building and pursuit of grant funding.
- 5. Prepare a concept level opinion of probably cost.
- Prepare a concept design memorandum outlining key design features and approach, including potential access and equipment limitations, and a summary of likely regulatory needs including timeline and fees.
- 7. Attend a meeting to present the concept plan and discussion to staff.

We will complete this task for a lump sum fee of \$9,500.

Kendall County Forest Preserve District 22-0380 September 30, 2022 Page 2

Task 2: Grant Application Assistance

We will assist the LCFPD with pursuit of project grant funding through sources such as the IEPA Section 319 program. This may include preparation of forms and applications, additional exhibits, narrative information and other information and data necessary.

We will complete this task on a time and materials basis for a fee not to exceed \$4,500, assuming submittal for up to two grant opportunities.

Task 3: Site Master Planning Assistance

We understand that an existing master plan for the site has been prepared but this project and other trail funding opportunities may require updates to that plan for pursuit of funding. We will assist in master plan updates on an as requested basis.

We will complete this task on a time and materials basis for a fee not to exceed \$5,000, assuming submittal for up to two grant opportunities.

FEE SUMMARY

TASKS	FEE
Task 1	\$9,500 LS
Task 2	\$4,500 T&M
Task 3	\$5,000 T&M
TOTAL	\$20,000

Reimbursable expenses are included in the lump sum fees noted above and include, but are not necessarily limited to, travel, reproductions, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Any additional meetings or supplemental work would be in addition to the above amount or by separate proposal. Our Standard Terms and Conditions are attached.

Kendall County Forest Preserve District 22-0380 September 30, 2022 Page 3

If this agreement is acceptable, please sign below and return this proposal to our office. Upon receipt, we will sign and return a fully executed copy for your records. This proposal is valid for 60 days from the date of this letter. Should you have any questions, please contact the project manager, Dave Kraft at our Volo office.

Hey and Associates, Inc.	Kendall County Forest Preserve District
	Normal County Forest Freserve District
Attest	Attest
Date	 Date

Standard Terms and Conditions

Compensation		Reimbursable Expense	
Profession	Hourly Bill Rate	Reimbursable expenses shall be reimbursed at cost plus an 8% administr service charge. Such expenses shall include, but are not necessarily limite travel, reproduction, shipping/delivery, aerial photographs, phone and communication charges, consultants and subcontractor fees, equipment supply costs related to the execution of the project. Fixed reimbursable exp costs are as follows:	
Engineering			
Senior Principal Civil Engineer	\$210		
Principal Civil Engineer	\$185		
Senior Civil Engineer	\$170		
Civil Engineer I to V	\$115-155	Travel	\$.65/mile
Water Resources Specialist I to V	\$110-150	Copies	\$.20/page
Engineering Technician I to V	\$110-150	Software/Digital Resource Charge	\$100.00/project
Lake and Survey Services Manager	\$150	ATV Usage	\$ 40.00/hour
Ecological Services		ATV Discing, Herbicide, Spraying, Mowing	\$ 45.00/hour
Senior Principal Ecologist	\$200	Boat Usage	\$ 75.00/hour
Senior Project Scientist	\$165	Chain Saw Usage	\$ 20.00/hour
Environmental Services Manager	\$145	Additional Plotting, B & W	\$.90/sq. ft.
Environmental Scientist I to V	\$95-135	Additional Plotting, Color	\$ 2.75/sq. ft.
Environmental Intern	\$45	Additional Plotting, Mylar	\$ 4.50/sq. ft.
Landscape Architecture		Flow Meter	\$ 50.00/day
Senior Landscape Architect	\$170	GPS Rover	\$350.00/day
Landscape Architect I to V	\$105-145	Total Station/GPS Equipment	\$100.00/day
Landscape Designer	\$100	Unmanned Aerial Reconnaissance	Per Project
Erosion Control		Insurance	
Senior Erosion and Sediment Control Specialist	\$165	Throughout the duration of the project, Hey will procure and maintain the following insurance:	
Erosion and Sediment Control Specialist	\$95		
Subsurface Drainage Services		Liability	Limits of Liability
Subsurface Drainage Services Manager	\$120	Workers' Compensation and	
Design Support		Employer's Liability	\$ 500,000 each incident
CAD Technician	\$100	Commercial General Liability	\$ 2,000,000
GIS Specialist	\$100	Professional Liability	\$ 2,000,000
Administration		Automobile Liability	\$ 1,000,000
Senior Administrator	\$110		
Accounting/Marketing Administrator	\$75	Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents, or subcontractors of Hey. Client will limit any and all liability, claim for damages, losses, cost of defense, o expenses to be levied against Hey on account of any design defect, error omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.	
Administrative Assistant	\$70		
Expert Testimony			
Rates to be determined on per-project basis			

Hey and Associates, Inc.

Exhibit A

Standard Terms and Conditions

Billing

Billings shall be on a monthly basis and are payable upon receipt. An additional charge of 1½ percent per month (18% per annum) shall be applied to any balance unpaid more than 30 days beyond date of invoice. Client shall pay any attorney's fees, court costs or other expenses incurred collecting delinquent accounts.

Hey and Associates Inc. (Hey), with seven (7) days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the Client's successful completion of the project. The rates presented herein are effective for the period January 1, 2022 through December 31, 2022.

Limitation of Costs

Hey will not be obligated to continue performance or incur costs beyond the estimated costs unless the Client agrees in writing to a revised cost estimate.

Client's Responsibilities

Client shall arrange for access to and make all provisions for Hey to enter upon private and public property as required for Hey to perform services under this Agreement. Client shall provide Hey with all existing available information regarding this project as required. Hey shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however Hey assumes no responsibility or liability for their completeness or accuracy.

Cost Opinions

Any cost opinions or project economic evaluations provided by Hey will be on the basis of experience and judgment, but, because Hey has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

Standard of Care

The standard of care for all services performed by Hey under the agreement will be the care and skill ordinarily used by members of Hey's profession practicing under similar circumstances at the same time and in the same locality. Hey makes no warranties, express or implied, under this Agreement or otherwise, in connection with Hey's services.

Means & Methods

Hey will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

Mutual Indemnification

Subject to the foregoing provisions, Hey agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this Agreement, by the negligent acts, errors or omissions of Hey or anyone for whom Hey is legally responsible, subject to any limitations of liability contained in this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hey, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Client, the Client's contractors, consultants or anyone for whom Client is legally liable.

Copyright Indemnification

To the fullest extent permitted by law, Client shall indemnify and hold harmless Hey from and against any and all costs, losses and damages (including but not limited to all attorney fees and charges, all court or arbitration or other dispute resolution costs, and any time spent by Hey in defense of any such claims) resulting from any claims brought against Hey alleging copyright, trademark, or patent infringement or any other cause of action or regulatory decision resulting from Heys use of, or reliance on, the design, plans and specifications provided by the Client for the Project. This provision shall survive the completion of the services provided under this Agreement.

Consequential Damages

To the fullest extent permitted by law, Client and Hey waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Termination

Either party may terminate this Agreement upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Hey may terminate this Agreement for its convenience and without cause by providing not less than seven (7) days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate Hey for services performed prior to the termination, together with Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Hey's termination of consultant agreements and authorized Additional Services.

Dispute Resolution

Client and Hey agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If such mediation is unsuccessful in resolving a Dispute, then such Dispute shall be resolved by a court of competent jurisdiction.

Volo I Chicago I Milwaukee heyassoc.com

Page 2

To: Kendall County Forest Preserve District Committee of the Whole

From: Antoinette White, Grounds and Natural Resources Division Supervisor

RE: Pickerill Estate House Construction Photos

Date: November 9, 2022









FIELD OBSERVATION REPORT

Kendal County Forest Preserve Dist.

PROJECT:

Pickerill Estate Renovations

PROJECT NO.

1250/1371

FIELD REPORT NO.

#03

REPORT DATE:

October 28, 2022

OBSERVATION DATE:

October 27, 2022

WEATHER:

Sunny

OBSERVATION TIME:

8:00 AM

TEMPERATURE:

47 degrees F

EST. % COMPLETE:

20%

CONFORMANCE WITH SCHEDULE: YES

PRESENT AT SITE:

(3) Owner, (1) Patio Contractor, (2) General Contractor, (1) Architect.

OBSERVATIONS:

- 1. Canopy steel column and beams have been installed.
- 2. Patio area stone sub-base has been installed.
- 3. Canopy site electrical rough-in continues.
- 4. Fireplace foundation has been cast.
- 5. Walkway site bollard lighting bases are being rouged in.
- 6. Owner has removed one tree in area of canopy structure.
- 7. Roofing sheathing and wood framing materials have been delivered to the site.
- 8. Canopy roof framing and shingling will begin next week.
- 9. The new septic tank and field are completely installed and approved.
- 10. Misc. site grading is in progress.
- 11. Paver patio and fireplace material colors have all been reviewed and selected. Paver patio to begin late
- 12. Roofing work for the main house will begin within the next two weeks.

ACTION REQUIRED:

1. Confirm slab size for fireplace foundation prior to installation. See photo 3.

ATTACHMENTS:

Photos 01 - 12

REPORT BY: Chris Hansen

Page 1 of 13



FIELD OBSERVATION REPORT

PROJECT: PROJECT NO.

Kendal County Forest Preserve Dist. Pickerill Estate Renovations

1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 03 PHOTO NUMBER:

01

PHOTO DATE:

October 27, 2022

PHOTO AUTHOR:

Chris Hansen

LOCATION:

South Site

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

Canopy steel is fully erected and stone paver sub-base has been installed.

REPORT BY: Chris Hansen

Page 2 of 13



FIELD OBSERVATION REPORT

CLIENT:

Kendal County Forest Preserve Dist. Pickerill Estate Renovations

PROJECT: PROJECT NO.

1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 03 **PHOTO NUMBER:**

02

PHOTO DATE:

October 27, 2022

PHOTO AUTHOR:

Chris Hansen

LOCATION:

Main Parking Lot

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

Roof sheathing and Misc. Lumber framing has been delivered to the main parking lot. The materials were being transported to the house after the meeting.

REPORT BY: Chris Hansen

Page 3 of 13



CLIENT: PROJECT: PROJECT NO. Kendal County Forest Preserve Dist. Pickerill Estate Renovations

1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 03

PHOTO NUMBER:

03

PHOTO DATE:

October 27, 2022

PHOTO AUTHOR:

Chris Hansen

LOCATION:

New Fireplace Foundation

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

The new fireplace foundation has been cast at the east end of the new canopy. Fireplace installation will begin next week. Confirm size of fireplace foundation prior to chimney installation.

REPORT BY: Chris Hansen

Page 4 of 13



PROJECT: PROJECT NO.

Kendal County Forest Preserve Dist.

Pickerill Estate Renovations

1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO:

03

PHOTO NUMBER:

04

PHOTO DATE:

October 27, 2022

PHOTO AUTHOR:

Chris Hansen

LOCATION:

South Site Ring Road

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

The foundations for the future light bollards have been installed at the south site ring road locations per contract documents. The north sidewalk bollards have not been installed yet because new concrete sidewalk has not been installed.

REPORT BY: Chris Hansen

Page 5 of 13

Bloomington Office 2401 East Washington Street Bloomington, Illinois 61704 309.430.6460

Chicago Office 222 South Riverside Street Plaza Chicago, Illinois 60606 312.667.5670

Aurora Office 41 West Benton Street Aurora, Illinois 60506 630.406.1213



PROJECT: PROJECT NO.

Kendal County Forest Preserve Dist. Pickerill Estate Renovations

1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO:

03

PHOTO NUMBER:

05

PHOTO DATE:

October 27, 2022

PHOTO AUTHOR:

Chris Hansen

LOCATION:

Canopy Column Piers

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

Canopy column piers have been installed and bolted down by Garbe Iron Works.

REPORT BY: Chris Hansen

Page 6 of 13



PROJECT: PROJECT NO. Kendal County Forest Preserve Dist.

Pickerill Estate Renovations

1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO:

PHOTO NUMBER:

06

PHOTO DATE:

October 27, 2022

03

PHOTO AUTHOR:

Chris Hansen

LOCATION:

SE Building Facade

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

The new electrical junction boxes for the future solar array and for the canopy power and lighting have been installed.

REPORT BY: Chris Hansen

Page 7 of 13



CLIENT: **PROJECT:** PROJECT NO. Kendal County Forest Preserve Dist.

Pickerill Estate Renovations

1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO:

03

PHOTO NUMBER:

07

PHOTO DATE:

October 27, 2022

PHOTO AUTHOR:

Chris Hansen

LOCATION:

North Site

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

The front sidewalk has not yet been poured. This work will be completed in the next two week window.



CLIENT: PROJECT: PROJECT NO.

Kendal County Forest Preserve Dist. Pickerill Estate Renovations

1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO:

03

PHOTO NUMBER:

80

PHOTO DATE:

October 27, 2022

PHOTO AUTHOR:

Chris Hansen

LOCATION:

Septic Field

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

All underground septic system and field components have been installed and the finish grade areas have been restored.

REPORT BY: Chris Hansen

Page 9 of 13



CLIENT:

Kendal County Forest Preserve Dist. Pickerill Estate Renovations

PROJECT: PROJECT NO.

1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO:

03

PHOTO NUMBER:

09

PHOTO DATE:

October 27, 2022

PHOTO AUTHOR:

Chris Hansen

LOCATION:

Paver Patio Materials

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

The final color for the paver patio was confirmed as shown above; Beacon Hill Flagstone - Bavarian Blend Color with beige sand joints. Multiple paver sizes as shown.

REPORT BY: Chris Hansen

Page 10 of 13



PROJECT: PROJECT NO. Kendal County Forest Preserve Dist. Pickerill Estate Renovations

1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO:

03

PHOTO NUMBER:

10

PHOTO DATE:

October 27, 2022

PHOTO AUTHOR:

Chris Hansen

LOCATION:

Paver Patio Materials

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

The final color for the "border" brick paver "edging" was confirmed. Holland Premier – Color Heritage Brown.

REPORT BY: Chris Hansen

Page 11 of 13



CLIENT: PROJECT: PROJECT NO. Kendal County Forest Preserve Dist. Pickerill Estate Renovations

1250/1371



FIELD OBSERVATION PHOTO

FIELD REPORT NO: 03 PHOTO NUMBER:

11

PHOTO DATE:

October 27, 2022

PHOTO AUTHOR:

Chris Hansen

LOCATION:

Paver Patio Materials

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

The final color for the garden wall caps are: Estate Wall Coping in Color Sandstone.

REPORT BY: Chris Hansen

Page 12 of 13



CLIENT:

Kendal County Forest Preserve Dist. Pickerill Estate Renovations

PROJECT: PROJECT NO.

1250/1371



Shown: Tuscany Fireplace with Wood Box Set and Arched Hearth in Sandstone with Copthorne

FIELD OBSERVATION PHOTO

FIELD REPORT NO:

PHOTO NUMBER:

12

PHOTO DATE:

October 27, 2022

03

PHOTO AUTHOR:

Chris Hansen

LOCATION:

Patio Fireplace

COMMENTS:

COMMENTS AUTHOR: Chris Hansen

The final Fireplace color was confirmed. The Model is Tuscany in sandstone with Copthorne (red) Accents. Chimney extensions will be fiber cement over-mantle per the drawings.

REPORT BY: Chris Hansen

Page 13 of 13



Application and Certificate for Payment

the Owner or Contractor under this Contract.	0.00 the Owner or Co	69	NET CHANGES by Change Order
named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of	\$ 0.00 named herein. I	\$	TATOT
This Certificate is not recordable. The A MOI DIT CERTIFIED is not table only to the Contractor	S This Certificate	\$	Total approved this month
Date: 1.5. 7. 7077		69	Total changes approved in previous months by Owner
Muber inc	DEDUCTIONS ARCHITECT	ADDITIONS	CHANGE ORDER SUMMARY
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)	Application and		(Lune 3 minus rine 0)
TIFIED	AMOUNT CERTIFIED		9. BALANCE TO FINISH, INCLUDING RETAINAGE
ERTIFIED.	226,542,30 AMOUNT CERTIFIED	69	8. CURRENT PAYMENT DUE
information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the	accordance wit	- MAKE	(Line 6 from prior Certificate)
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect's knowledge,	0.00 this application	69	7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
ARCHITECT'S CERTIFICATE FOR PAYMENT	226,542.30 ARCHITEC	64	6. TOTAL EARNED LESS RETAINAGE
るが言い	25,171.37 My commission express-	1 of G703) \$_	Total Retainage (Lines 5a + 5b, or Total in Column I of G703)
7	0.00 Notary Public:	69	(Column F on G703)
me this 31st day of one of FICIAL SEAL"	25,171.37 me this 31st	54	(Columns $D + E$ on $G703$) b. % of Stored Material
ne .	County of: Kane		5. RETAINAGE: a. 10.00 % of Completed Work
Jim Campbell, President	251,713.67 State of: Illinois	3 on G703) \$	4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)
ババ	1,082,700.00 By:	\$	3. CONTRACT SUM TO DATE (Line 1 ± 2)
CONTRACTOR:	0.00 CONTRACTOR:	69	2. NET CHANGE BY CHANGE ORDERS
us Certificates for Payment were issued and payments received from the Owner, and avment shown herein is now dive	1.082,700.00 which previous	69	1. ORIGINAL CONTRACT SUM
and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for		connection with the led.	Application is made for payment, as shown below, in connection with the Contract AIA Document G703 TM , Continuation Sheet, is attached.
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information		R PAYMENT	CONTRACTOR'S APPLICATION FOR PAYMENT
OTHER [
PROJECT NOS: 19-429-1256 / FIELD	•	À	Montgomery, IL 60538
CONTRACT DATE: 09/22/2022 CONTRACTOR	A ARCHITECT: Kluber Architects + Engineers	VIA ARCHITECT: Kluber Architects	Lite Construction, Inc.
CONTRACT FOR: Interior and Exterior Renovations ARCHITECT	60560	TORVINE, IL 60560	Yorkville, IL 60560
PERIOD TO: 10/31/2022 OWNER	6350A Minkler Rd.	6350A Minkler Rd	District 110 West Madison
APPLICATION NO: App 1" Distribution to:	H Live Describes	PROJECT:	TO OWNER: Kendail County Forest Preserve

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Application and Certificate for Payment

			:										:					
NET CHANGES by Change Order	TOTAL	Total approved this month	Total changes approved in previous months by Owner	(Line 3 minus Line 6)	9. BALANCE TO FINISH, INCLUDING RETAINAGE	(Line 6 from prior Certificate) 8. CURRENT PAYMENT DUE	6.TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	Total Retainage (Lines 5a + 5b, or Total in Column 1 of G703)	(Column F on G703)	(Colu	4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	2. NET CHANGE BY CHANGE ORDERS	Application is made for payment, as shown below, in connection with the Contract. AIA Document G703 TM , Continuation Sheet, is attached. 1. ORIGINAL CONTRACT SUM		Montgomery, IL 60538	Life Construction, Inc.	Yorkville, IL '60560	TO OWNER: Kendali County Forest Preserve District 110 West Madison
\$ 0.00	\$ 0.00	\$	S S S	107.	- 1	2 2002.50	\$ 0.00	65	\$ 0.00	\$ 222.50	G on G703) \$ 2,225.00		OR PAYMENT 1 connection with the Contract. hed. 110,000,00	1.00		VIA ARCHITECT: Kluber Architects + Engineers	Cleaning It Coulds	PROJECT: Ken Pickerill House Reno. Roofing 6350A Minker Rd. Yorkotile III BOSSO
the Owner or Contractor under this Contract.	in amed herein. Issuance, payment and acceptance of payment are without prejudice to any rights of	The AMOUNT OFFICE STREET STREET	By: Date: 19-31-20-2	xplanation if amount certified differs from the amount applied. It on and on the Continuation Sheet that are changed to conform w	AMOUNT CERTIFIED \$ 7,002.50	information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the:Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge this application, the Architect certifies to the Owner that to the best of the Architect's knowledge.	The same	Notary Public State of ILLINOIS	3	By: Junois Jim Campbell, President Date: 10/31/2022	CONTRACTOR:	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for syment were issued and payments received from the Owner, and that current payment should be contracted.	OTHER [PROJECT NOS: 19-429-1259 / FIELD []	CONTRACT.DATE: 09/22/2022 CONTRACTOR	CONTRACT FOR: Interior and Exterior Renovations ARCHITECT	APPLICATION NO: App 1 PERIOD TO: 10/31/2022 OWNER OWNER

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Purposes Only, 11/07/2022 DRAFT for Owner Budgeting

Application and Certificate for Payment

the Owner or Contractor under this Contract.	0.00	69	NET CHANGES by Change Order	7
named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of	\$	\$	TOTAL	_
This Certificate is not negotiable. The AMOINT CERTIFIED is negotiable only to the Contractor	\$	69	Total approved this month	ТН
By:	69	69	Total changes approved in previous months by Owner	П
ARCHITECT:	DEDUCTIONS	ADDITIONS	CHANGE ORDER SUMMARY	
AMOUNT CERTIFIED	653,126.70	\$	9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	ون
AMOUNT CERTIFIED.		5	8. CURRENT PAYMENT DUE	œ
this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to nearment of the	\$ 226,542.30		7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	7
ARCHITECT'S CERTIFICATE FOR PAYMENT	\$ 429,573.30		6: TOTAL EARNED LESS RETAINAGE	6
My commission expires:	\$ 47,730.37		Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	
Notary Public:	0.00	. 69	(Colu	
Subscribed and sworn to before me this 30th day of November, 2022	47,730.37	iso	a. (Columns D + E on G703) b. % of Stored Material	
State of: Illinois Jim Campbell, President	\$ 477,303.67		4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) 5. RETAINAGE:	-4. ru
By: Date: 11/30/2022	\$ 1,082,700.00		3. CONTRACT SUM TO DATE (Line I ± 2)	ωĸ
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	s 1.082,700.00	onnection with the	Application is made for payment, as shown below, in connection with the Contract. AIA Document G703 TM , Continuation Sheet, is attached. 1. ORIGINAL CONTRACT SUM	3 ->
OTHER C			CONTRACTORIS ADDITION FOR	
PROJECT NOS: 19-429-1259 / FIELD		1-3	Montgomery, IL 60538	
CONTRACT DATE: 09/22/2022 CONTRACTOR	A ARCHITECT: Kluber Architects + Engineers	VIA ARCHITECT: Kluber Architects	FROM CON I RAC I OR: Lite Construction, Inc.	24
CONTRACT FOR: Interior and Exterior Renovations ARCHITECT	00000	CONTRAINE, IL 00000	Yorkville, IL 60560	
APPLICATION NO: App. 2 Distribution to: PERIOD TO: 11/30/2022 OWNER □	PROJECT: Ken Pickerill House Renovations 6350A Minkler Rd. Yakvilla II. 60550	FROJECT: Ken Pickerill Hous 6350A Minkler Rd.	Rendall County Forest Preserve District 110 West Madison	
			TO OWNED.	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured:

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Purposes Only. 11/07/2022 **DRAFT for Owner Budgeting**

Application and Certificate for Payment

the Owner or Contractor under this Contract.	0.00	NET CHANGES by Change Order	Z
named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of	0.00 \$ 0.00	TOTAL \$.	Ī.
This Cartificate is not perchibble. The AMOI DIT DEBTIEID is possible only to the Contractor	\$	Total approved this month \$	Tota
By: Date:	\$	Total changes approved in previous months by Owner \$	Tota
ARCHITECT:	ADDITIONS DEDUCTIONS	CHANGE ORDER SUMMARY AL	(H)
AMOUNT CERTIFIED	60,365.00	9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	9. B/
accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	\$ 47,632.50	8. CURRENT PAYMENT DUE	8. CL
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in	2,002.50	(Line 4 minus Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	7. LE
ARCHITECT'S CERTIFICATE FOR PAYMENT	49,635.00	6. TOTAL EARNED LESS RETAINAGE	6. TC
My commission expires:	703) \$ 5,515.00	Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	H
Notary Public:	0.00	(Column F on G703)	
County of: Name Subscribed and sworn to before day of November, 2022	\$,515.00	10.00 % of Completed Work (Columns D + E on G703) % of Stored Marchine	
s Jim Campbell, President	703) \$ 55,150.00	4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) 5. RETAINAGE:	5. R
By: Date: 11/30/2022		3. CONTRACT SUM TO DATE (Line 1 ± 2)	. s
CONTRACTOR:	\$ 0.00	2. NET CHANGE BY CHANGE ORDERS	2. N
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment became having the contractor.	YMENT tion with the Contract. 110,000.00	Application is made for payment, as shown below, in connection with the Contract AIA Document G703 TM , Continuation Sheet, is attached. 1. ORIGINAL CONTRACT SUM	Apr Ala
OTHER \square			2
PROJECT NOS: 19-429-1259 / FIELD	:	Montgomery, IL 60538	Mo
CONTRACT DATE: 09/22/2022 CONTRACTOR	VIA ARCHITECT: Kluber Architects + Engineers	Lite Construction, Inc.	기를 것
CONTRACT FOR: Interior and Exterior Renovations ARCHITECT	TOUVERING, IL OUGUD	Yorkville, IL 60560] _á
PERIOD TO: 11/30/2022 OWNER	6350A Minkler Rd. Volveillo III Gosso	Kendall County Forest Preserve District 110 West Madison	1 D &
	BBO IECT.	OWNER:	5

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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To: Kendall County Forest Preserve District Committee of the Whole

From: Antoinette White, Grounds and Natural Resources Division Supervisor

RE: Fox River Bluffs – RTP Trail Construction Updates

Date: November 9, 2022

The Fox River Bluffs – RTP Grant trail construction has been completed.

The District will host an opening of the preserve once the Eldamain Road work is complete in 2023.







E. Hoffman, Inc.

21W448 North Avenue Lombard, IL 60148

Kendall County Forest Preserve

email: ed@ehoffmaninc.com

110 W. Madison Street Yorkville, IL 60560

David Guritz

Bill T	·o	
Fax:	630-495-3527	
	630-495-3526	

1		
1		
1		

Invoice

Date	Invoice #
11/1/2022	31106

Job Name	
Fox River Bluff's	
12345 Fox Road	<u>=</u>
Yorkville, IL 60560	

Terms P.O. No. Net 30 Project #939

	Lds/Hrs U/M	Rate	Amount
Tox River Bluff's _ PA#2 _ FINAL Contract Amount: \$246,791.50 PA#1 (PAID) \$114,896.50 - 10% (11,489.65) = \$103,406.85 Change Order #1: Credit \$2,500.00 Contract Amount up to date: \$244,291.50 PA#2 this payment request plus retention: \$140,884.65 NO BALANCE DUE	1	Rate 140,884.65	Amount 140,884.65

Thank you for your business.

Total

\$140,884.65

Payments/Credits \$0.00

Balance Due 40,884.65

E. Hoffman, Inc.

Yorkville, IL 60560

21W448 North Avenue Lombard, IL 60148

email: ed@ehoffmaninc.com Phone: 630-495-3526

rax:	030-493-3527	
Bill	То	
Kenda	all County Forest Preserve	
David	Guritz	
110 3	J. Madican Street	

Invoice

Date	Invoice #
10/5/2022	31083

Job Name	
Fox River Bluff's	
12345 Fox Road	
Yorkville, IL 60560	

Terms P.O. No. Net 30 Project #939

Date	Description	Lds/Hrs	U/M	Rate	Amount
10/5/2022	Fox River Bluff's _ PA#1 Contract Amount: \$246,791.50 PA#1 payment request: \$114,896.50 - 10% (11,489.65) = \$103,406.85 Balance to Finish, plus retainage: \$143,384.65			103,406.85	103,406.8

Thank you for your business.

Total

\$103,406.85

Payments/Credits \$0.00

Balance Due 03,406.85



110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

Facility License Agreement

Permit #:

21-00249

Page 1 of 1

Contract Date: 11/22/2021

Use Type:

Other

Description:

New Year's Day Hike

Registrar:

Julia Granholm

Phone:

(630) 643-9056 / (630) 707-8700

Email:

ab127@sbcglobal.net

Facility License Information

Location: Eagle's Nest @ Hoover Forest Preserve

11285 Fox Road Yorkville, IL 60560

Al Birdwell

93 Park Street

Oswego, IL 60543

Total Hours:

5.00

Date Description Day **Time** Unit **Total** Qty Rate Tax 1/1/2022 Sat 9:00 AM - 2:00 PM Shelter Flat (Head Count: 100) 1.00 Each \$0.00 \$0.00 \$0.00

Special Permit Use New Year's Day Hike Request 1 bundle of firewood Expected attendance 20-100 people

Customer

Total Hours	5.00
Total Fees	\$0.00
Total Sec Dep	\$0.00
Total Tax	\$0.00
Rental Total	\$0.00

Facility License Terms and Conditions

Permittee has read, signed and agrees to all enclosed documentation. The undersigned, their organization and its members (the Permittee), in consideration for the use of the above described facilities, agree to hold Owner harmless from all loss and/or damage resulting from the use of the facility.

Facility Rental Contract (Permit) and Security Deposit, where applicable, is due at time reservation is made. Full Rental Fee is due 60 calendar days prior to event date.

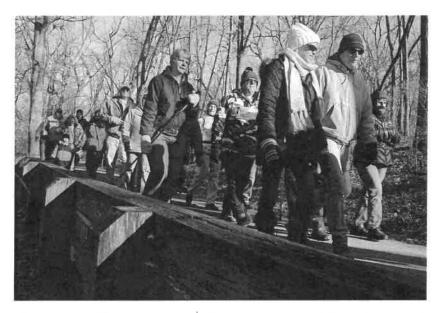
Signature:						
Date:						

For day of questions/concerns, please call 630.746.1005 (Shelter rentals), 630.774.1683 (Meadowhawk Lodge, Campsite, and Bunkhouse rentals)

For rental emergencies contact the Grounds and Natural Resources Division Supervisor, Antoinette White at (630) 746-1005.

Kendall County's annual New Year's Day Hike to return to Hoover Forest Preserve By BEST OF THE FOX

December 16, 2021 at 5:33 pm CST



FILE PHOTO: Hikers enjoy the walk during an annual Kendall County New Year's Day Hike.

(Steven Buyansky)

The annual Kendall County New Year's Day Hike will take place at 10:30 a.m. Saturday, Jan. 1, at Hoover Forest Preserve on Fox Road in Yorkville.

Everyone is invited to participate.

Meet at the parking lot by the Eagles Nest pavilion. The hike will last about one hour to 90 minutes. Be prepared to learn about and look for wildlife, edible plants and identification of native plants.

Dress appropriately for the weather and for hiking.

Admission is three cans of soup: one can for the soup pot for lunch, the other two for the Kendall County Community Food Pantry.

For information, call Al Birdwell at 630-553-9096.

Check out the event's Facebook page at New Years Day Hike@day1hike.

Email or phone

facebook



New Years Day Hike

@day1hike · Community

Watch Video

:

Watch Video

New Years Day Hike

See all

About

New Years Day Hike December 31, 2021 · 🗞

New Years Day Hike Join us on a hike to welcome the New

Site 2017 Hoover FP Yorkville

37 people like this

Admission 3 cans of Soup Gather 10:30, Hike at 11

WSPY December 31, 2021 · 😵

For over 50 years, there has been a New Year's Day Hike in Kendall County.



See more of New Years Day Hike on Facebook

Log In

ō

Create new account



\$105584127/3

208 Breaver St. Vorkville IL, 60560

kccfoodpantry.org

November 2, 2022

Dear Al,

Thank you for your recent visit to Kendall County Food Pantry (KCCFP). KCCFP is extremely thankful for the Day 1 Hike organization's contributions over the many years of the New Year's Day Hike event. Your generous donations have helped KCCFP address food scarcity and hunger for our neighbors in need in Kendall County.

We are grateful that you will be holding your event in 2023, and that the Kendall County Forest Preserve (KCFP) will be sponsoring the Food Drive for our benefit. Year-to-date, the number of households we are serving has increased 12.9% over last year, while the number of family members we serve has increased 27.3%! Kendall county families need our help now, more than ever.

KCCFP deeply appreciates your group's food donations over the years, and the KCFP's sponsorship of the Food Drive in 2023.

We wish you a wonderful event on Jan 1, 2023!

Very Sincerely,

Suzanne Stegeman

Executive Director

Kendall County Community Food Pantry



110 W. Madison St., Yorkville, IL 60560 Ph: 630-553-4025 Fax: 630-553-4023

110 W. Madison Street

Yorkville, IL 60560

Facility License Agreement

22-00307 Permit #:

Page 1 of 1

Contract Date: 11/09/2022

Use Type:

Other

Description:

New Year's Day Hike

Registrar:

Julia Granholm

Phone:

(630) 553-4131

Email:

kcforest@kendallcountyil.gov

Facility License Information

Location: Eagle's Nest @ Hoover Forest Preserve

11285 Fox Road

KCFPD

KC FPD

Total Hours:

5.00

Yorkville, IL 60560

Date D	Day	Time	Description	Qty	Unit	Rate	Total	Tax
1/1/2023 Su	un	9:00 AM - 2:00 PM	Shelter Flat (Head Count: 50)	1.00	Each	\$0.00	\$0.00	\$0.00

New Year's Day Hike

Customer

Request one bundle of firewood

5.00	Total Hours
\$0.00	Total Fees
\$0.00	Total Sec Dep
\$0.00	Total Tax
\$0.00	Rental Total

Facility License Terms and Conditions

Permittee has read, signed and agrees to all enclosed documentation. The undersigned, their organization and its members (the Permittee), in consideration for the use of the above described facilities, agree to hold Owner harmless from all loss and/or damage resulting from the use of the facility.

Facility Rental Contract (Permit) and Security Deposit, where applicable, is due at time reservation is made. Full Rental Fee is due 60 calendar days prior to event date.

Signature:				
Date:				

For day of questions/concerns, please call 630.746.1005 (Shelter rentals), 630.774.1683 (Meadowhawk Lodge, Campsite, and Bunkhouse rentals)

For rental emergencies contact the Grounds and Natural Resources Division Supervisor, Antoinette White at (630) 746-1005.