

KENDALL COUNTY FOREST PRESERVE DISTRICT

MEETING AGENDA

TUESDAY, MARCH 4, 2025

6:00 PM

KENDALL COUNTY HISTORIC COURTHOUSE – SECOND FLOOR COURTROOM

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call: Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI. Public Comments
- VII. ⁽¹⁾ **CONSENT AGENDA**
 - A. Approval of Minutes
 - Kendall County Forest Preserve District Committee of the Whole Meeting of February 11, 2025
 - Kendall County Forest Preserve District Commission Meeting of February 18, 2025
 - B. ⁽¹⁾ **MOTION**: Approval of Claims in the Amount of \$21,688.06
 - C. ⁽¹⁾ **MOTION**: Approval of a 1-Year Lease Agreement Renewal with Jon Kolka, Grounds Coordinator and Resident for Use of the Hoover Residence Effective March 22, 2025 through March 21, 2026 for a \$550.00 Monthly Rent Payment
- VIII. **OLD BUSINESS**

No items posted for consideration.
- IX. **NEW BUSINESS**
 - A. ⁽¹⁾ **MOTION**: Approval of Additional Work Authorization #1 with Upland Design, LTD for a Trail Alignment Alternative Feasibility Study for the Fox River Bluffs to Hoover Forest Preserve Trail Development in the Amount of \$8,877.00
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. **OTHER ITEMS OF BUSINESS**

No items posted for consideration.
- XIV. Adjournment

(1) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE of the WHOLE MEETING MINUTES**

FEBRUARY 11, 2025

I. Call to Order

President DeBolt called the meeting to order at 4:37 pm in the Kendall County Historic Courthouse – 2nd floor courtroom.

II. Roll Call

	Bachmann	X	Koukol
X	DeBolt	X	Peterson
	Flowers	X	Rodriguez
X	Gengler		Shanley
	Kellogg	X	Wormley

Roll call: Commissioners Gengler, Koukol, Peterson, Rodriguez, Wormley and DeBolt were all present.

III. Approval of Agenda

Commissioner Gengler made a motion to approve the meeting agenda as presented. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

IV. Public Comments

No public comments were offered by those in attendance.

V. Leadership Team Report

Acting Executive Director White provided an overview of the District's leadership team report.

VI. Motion to Forward Claims to Commission

Commissioner Peterson made a motion to forward claims to Commission for approval. Seconded by Commissioner Wormley. Aye, all. Opposed, none.

VII. Review of Preliminary Financial Statements through January 31, 2025

Acting Executive Director presented an overview of the preliminary financial statements through January 31, 2025.

VIII. OLD BUSINESS

- a) **Millbrook North Forest Preserve - ANR Pipeline Company (TC Energy)
Natural Gas Pipeline Easement Agreement Updates**

The Committee of the Whole discussed the updates provided. The agreement will go back to the Finance Committee for review once received.

b) Dobson Lane ROW Title Search Updates and Recommendations

Commissioner Peterson made a motion to forward the recommendation for the District to vacate the ROW first, with the intention of the County vacating second, leaving land rights to the Village of Millbrook with assistance by the Kendall County State's Attorney's Office to Commission for approval. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

IX. NEW BUSINESS

a) MOTION: Approval to Forward Change Order #001 (Contract Contingency Allowance Reduction) in the Amount of \$66,912.48 for the Mary M.

Subat Nature Center Project #23-429-1495 to Commission for Approvals

Commissioner Peterson made a motion to forward change order #001 (contract contingency allowance reduction) in the amount of \$66,912.48 for the Mary M. Subat Nature Center Project #23-429-1495 to Commission for approval. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

b) MOTION: Approval to Forward the Listings of Two Used District F-350 Trucks for Auction on GovDeals to Commission for Approval

Commissioner Rodriguez made a motion to forward the listings of two used District F-350 trucks for auction on GovDeals to Commission for approval. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

X. Other Items of Business

a) Grant-Funded Project Updates

- 1. Subat Nature Center**
- 2. Hoover-Fox River Bluffs Forest Preserve Trail Connector Project**

The Committee of the Whole provided direction to conduct a feasibility study with Upland Design for a possible cost savings by trail realignment.

3. IEPA Section 319 Dam Removal Project

Acting Director White provided the update that the District expects to hear back from the State by the end of March.

b) Downstate Forest Preserve Act Amendment Legislative Updates – SB1449 and HB2393 – Forest Preserve-Revenue

The Committee of the Whole discussed the progression of the legislative bills.

**c) The Conservation Foundation 2025 Earth Day Benefit Dinner – Event
“Birch” Sponsorship and Silent Auction Contributions**

Commissioner Koukol made a motion to forward the approval of the sponsorship and silent auction contributions to Commission for approval. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

XI. Public Comments

No public comments were offered by citizens in attendance.

XII. Executive Session

None.

XIII. Summary of Action Items

Acting Executive Director White provided a summary of action items to be presented to Commission for approval.

XIV. Adjournment

Commissioner Rodriguez made a motion to adjourn. Seconded by Commissioner Koukol. Aye, all. Opposed, none. Meeting adjourned at 5:23 pm.

Respectfully submitted,

Antoinette White

Acting Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES**

FEBRUARY 18, 2025

I. Call to Order

President DeBolt called the meeting to order at 10:25 am in the Kendall County Historic Courthouse – 2ND floor courtroom.

II. Pledge of Allegiance

The Pledge of Allegiance was recited at the start of the Kendall County Board Meeting.

III. Invocation

An invocation was offered at the start of the Kendall County Board Meeting.

IV. Roll Call

	Bachmann	X	Koukol
X	DeBolt	X	Peterson
X	Flowers	X	Rodriguez
X	Gengler	X	Shanley
X	Kellogg	X	Wormley

Roll call: Commissioners Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt were all present.

V. Approval of Agenda

Commissioner Gengler made a motion to approve the agenda as presented. Seconded by Commissioner Shanley. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered from citizens in attendance.

Commissioner Wormley left the meeting room at 10:26 am.

VII. CONSENT AGENDA

A. Approval of Minutes

- Kendall County Forest Preserve District Commission Meeting of February 4, 2025
- Kendall County Forest Preserve District Operations Committee Meeting of February 5, 2025

B. MOTION: Approval of Claims in the Amount of \$167,712.59

C. RESOLUTION #25-02-001: Authorizing Submission of a ComEd Openlands Green Region Grant Program Application and Request for \$10,000.00, including a District Matching Funds Commitment of \$10,000.00 for Support of a Natural Areas Management Project at Hoover, Fox River Bluffs, and Subat Forest Preserves

- D. **MOTION:** Approval of a Birch Level sponsorship of The Conservation Foundation's 2025 Earth Day Benefit Dinner for \$2,000.00, plus Silent Auction Donations of a 1-Night Bunkhouse Rental (\$250.00 value) and 5-Hour Meadowhawk Lodge Rental (\$490.00 value)
- E. **MOTION:** Approval of a 1-Year Reciprocal Access and Designated Trail License Agreement at Millington Forest Preserve and Brighter Daze Farm between the Kendall County Forest Preserve District and Robert Bright as Trustee of the Madison Trust and Castle Bank, N/A
- F. **MOTION:** Approval to List Two Used District F-350 Trucks (VIN#: 1FDWF378ED75075 and 1FT8X3B6BEB95924) for Sale by Auction on GovDeals Government Surplus

President DeBolt recited the consent agenda.

Commissioner Kellogg made a motion to approve the Consent Agenda as presented. Seconded by Commissioner Flowers.

Motion: Commissioner Kellogg
Second: Commissioner Flowers

Roll call: Consent Agenda

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann			Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley		

Motion unanimously approved.

Roll call: Commissioners, Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, and DeBolt aye. Opposed, none. Motion unanimously approved.

VIII. OLD BUSINESS

No items posted for consideration.

IX. NEW BUSINESS

- A. **MOTION:** Approval of Change Order #001 in the Amount of \$66,912.48 to be Deducted from the \$212,000.00 Total Contingency Available in Contract #23-429-1495 with Lite Construction, Inc. for the Mary M. Subat Nature Center Project which Sum Includes: 1) Supply and Delivery of Decorative Metal Panels (\$18,662.00); 2) Parking Lot Soil Undercuts and Additional CA6 Base (\$5,605.48); a Stone Outcropping Retaining Wall (\$2,448.00), and 4) Electrical Panel, Wiring, and Lighting (\$40,197.00)

Commissioner Koukol made a motion to approve Change Order #001 in the amount of \$66,912.48 to be deducted from the \$212,000.00 total contingency available in contract #23-429-1495 with Lite Construction, Inc. for the Mary M. Subat Nature Center Project. Seconded by Commissioner Flowers.

Motion: Commissioner Koukol
Second: Commissioner Flowers

Roll call: Consent Agenda

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann			Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley		

Motion unanimously approved.

Roll call: Commissioners, Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, and DeBolt aye. Opposed, none. Motion approved.

X. Committee Chairman Reports: Commissioners Wormley (Finance) and Koukol (Operations)

Operations Chair Koukol presented an overview of the February Operations meeting outcomes including special use permit approvals, the results of the 24-25 CWD bow hunt program report, and Education division updates.

Commissioner Wormley reentered the meeting at 10:33 am.

Finance Chair Wormley reported the next Finance Committee meeting will be held on February 27, 2025.

XI. Public Comments

No public comments were offered from citizens in attendance.

XII. Executive Session

None.

XIII. Other Items of Business

No items posted for consideration.

XIV. Adjournment

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Peterson. Aye, all. Opposed, none. Meeting adjourned at 10:36 am.

Respectfully submitted,

Antoinette White
Acting Executive Director, Kendall County Forest Preserve District

Claims Listing

2/26/2025 10:29:50 AM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Grounds	1323	MENARDS	17981	Ice melt, batteries, WD-40, waterproof tape	19001162 68580	Grounds and Maintenance	\$62.20
						Sub-Total	\$62.20
					Ellis Grounds	Total	\$62.20
Ellis House	4762	WATCH COMMUNICATIONS	1405336022825	Ellis Internet Services	19001160 62270	Utilities	\$113.89
						Sub-Total	\$113.89
					Ellis House	Total	\$113.89
Environmental Education School	2779	KIMBERLY ADAMS	Feb2025Reimburse	Reimbursement for flowers for dissection activity	19001176 63030	Program Supplies	\$21.65
						Sub-Total	\$21.65
					Environmental Education School	Total	\$21.65
Forest Preserve Director	1199	KLUBER, INC.	9391	Subat Professional Services	190411 62150	Contractual Services	\$17,009.43
						Sub-Total	\$17,009.43
	67	AMEREN ILLINOIS	2786444006022825	Millbrook S Electric	190011 63510	Electric	\$44.86
						Sub-Total	\$44.86

Forest Preserve Director	575	FOREST FOUNDATION OF KENDALL COUNTY	022825	John Shaw Donation Pass Through	190011	68500	Project Fund Expenses	\$100.00
							<i>Sub-Total</i>	\$100.00
					Forest Preserve Director		Total	\$17,154.29
Grounds and Natural Resources	3485	DUTEK HOSE CENTER	1025795	Replacement equipment	19001183	62160	Equipment	\$112.00
							<i>Sub-Total</i>	\$112.00
	3380	AMAZON CAPITAL SERVICES	1JWX-Q1QJ- HTCF	Staff uniforms	19001183	62400	Uniforms / Clothing	\$31.99
	3380	AMAZON CAPITAL SERVICES	1PPN-KCMX- GLYP	Staff uniforms	19001183	62400	Uniforms / Clothing	\$291.52
							<i>Sub-Total</i>	\$323.51
	1452	NICOR	85662610121022 825	Nicor Millbrook S	19001183	63090	Natural Gas	\$152.95
	1452	NICOR	87946110001022 825	Nicor Harris	19001183	63090	Natural Gas	\$384.96
							<i>Sub-Total</i>	\$537.91
	1323	MENARDS	18142	Welding materials, hardware, brush set	19001183	63110	Shop Supplies	\$54.15
	1877	WALDEN'S LOCK SERVICE	24469	Keys for facilities, gates	19001183	63110	Shop Supplies	\$127.60
							<i>Sub-Total</i>	\$181.75

Grounds and Natural Resources	1323	MENARDS	17728	Jack, hardware	19001183 68530	Preserve Improvements	\$10.50
						Sub-Total	\$10.50
					Grounds and Natural Resources	Total	\$1,165.67
Hoover	3245	TAMMI SCHLEINING	24-00356	Blazing Star Sec Dep Refund, overpayment of fees	19001171 63040	Security Deposit Refund	\$200.00
	5215	DANIEL REST	24-00365	Kingfisher and Moonseed Sec Dep Refund	19001171 63040	Security Deposit Refund	\$200.00
	5216	JESSICA GEINOSKY	133	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund	\$195.00
	5217	YANELI NAREZ PALMA	24-00369	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund	\$250.00
	5218	KRISTIN KULLING	24-00330	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund	\$317.50
	5220	SANDWICH CUB SCOUT	146	Kingfisher Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00
	5221	BRIAN MOROWCZYNSKI	144	Moonseed Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00
						Sub-Total	\$1,362.50
	1452	NICOR	22827083027022 825	Nicor Hoover Shop	19001171 63090	Natural Gas	\$57.28
	1452	NICOR	23336698297022 825	Nicor Rookery	19001171 63090	Natural Gas	\$231.44

Hoover	1452	NICOR	24614203628022 825	Nicor Blazing Star	19001171	63090	Natural Gas	\$148.60
	1452	NICOR	30831034894022 825	Nicor Kingfisher	19001171	63090	Natural Gas	\$201.73
	1452	NICOR	50980197128022 825	Nicor Meadowhawk Lodge	19001171	63090	Natural Gas	\$61.11
	1452	NICOR	72389374124022 825	Nicor Hoover Residence	19001171	63090	Natural Gas	\$119.02
	1452	NICOR	88551401149022 825	Nicor Hoover Maintenance	19001171	63090	Natural Gas	\$192.37
							Sub-Total	\$1,011.55
	3380	AMAZON CAPITAL SERVICES	1KPV-C3C7-FF9P	Toilet Cartridge	19001171	63120	Building Maintenance	\$43.88
							Sub-Total	\$43.88
	1323	MENARDS	17686	Ice melt	19001171	68580	Grounds and Maintenance	\$77.94
							Sub-Total	\$77.94
Pickerill - Pigott					Hoover		Total	\$2,495.87
	5219	LAUREN YOUNG	24-00382	Pickerill Sec Dep Refund	19001184	63040	Security Deposit Refund	\$170.00
	5222	ALYSSA ROGERS	187	Pickerill Sec Dep Refund	19001184	63040	Security Deposit Refund	\$170.00
	5223	JAMIE BROWN	170	Pickerill Sec Dep Refund	19001184	63040	Security Deposit Refund	\$210.00
							Sub-Total	\$550.00

Pickerill - Pigott

4631	GRNE NELNET HOLDCO 2023 LLC	CI-000434471	Pickerill Solar	19001184 63100	Electric	\$124.49
					<i>Sub-Total</i>	\$124.49
				Pickerill - Pigott	Total	\$674.49
					Grand Total	\$21,688.06

**Kendall County Forest Preserve District
Grounds Coordinator and Resident
Lease Agreement**

THIS AGREEMENT ("Lease Agreement") is made and entered into this 4th day of March, 2025 by and between the Kendall County Forest Preserve District ("District"), a unit of local government, and Jon Kolka (referred to as "Employee-Tenant"), an individual currently residing at 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 Coordinator and Resident House, the surrounding fenced yard, the storage shed, and the empty water silo, 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 Coordinator and 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 Coordinator and Resident; the Residence is located on District property; and the Residence is provided for the convenience of the District by allowing the 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 Employee-Tenants' possession and use of the Residence is part of the Employee-Tenant's total wage and benefits compensation package as Grounds Coordinator 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-fixtured 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-fixtured items to the Tenants.

3. TERM.

3.1 Term. The term of this Lease Agreement commences on March 4, 2025 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 March 4, 2025 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 five hundred eighty seven dollars and fifty-four cents (\$587.54) 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 five hundred dollars (\$500.00) 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 Coordinator 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.

5. SECURITY DEPOSIT.

5.1 Amount. Tenant has deposited with the District the required sum of two-thousand five hundred dollars and no cents (\$2,500.00) 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.

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.

12. UTILITIES.

12.1 Costs. District shall be responsible for arranging and paying for the following utility services: internet, electricity, gas, and 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.

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 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.

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.

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, Executive Advisor 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 Jon Kolka at the Residence.

32. APPROVAL.

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 4th day of March, 2025.

DISTRICT:

Sign: _____
Brian DeBolt, President

Print: _____ Date: _____

Attest: _____
David Guritz, Executive Advisor

As to Tenant, this 4th day of March, 2025.

TENANT:

Sign: _____
Jon Kolka, Grounds Coordinator and Resident

Print: _____ Date: _____

Attest: _____

**Exhibit A: Kendall County Forest Preserve District
Hoover Forest Preserve Residence
Grounds Coordinator and Resident Lease Agreement**



EXHIBIT B
Pet Addendum to Kendall County Forest Preserve District
Residence at Hoover Forest Preserve
Employee-Tenant Lease Agreement

THIS Pet Addendum ("Addendum") is incorporated as if fully set forth in the Kendall County Forest Preserve District – Hoover Forest Preserve Residence Lease Agreement ("Lease Agreement") made and entered into on the 4th day of March, 2025, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, and Jon Kolka ("Employee-Tenant"), an individual currently residing at 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. 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: Boomer

Name: Tyfin

Breed: Labrador retriever

Breed: Ragdoll cat

Color: Black

Color: Mink coloring

Weight: 85 lbs

Weight: 12 lbs

Age: 9.5 years old

Age: 2 year old

4. ADDITIONAL RENT.

Rent Value. The Tenants shall pay an additional rent payment in the amount of fifty dollars and no cents (\$50.00) per month 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. 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 4.1, 4.2, 4.3, and 4.4 the Lease Agreement.

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.

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 4th day of March, 2025.

DISTRICT:

Sign: _____

Print: _____ Date: _____
Brian DeBolt, President

Attest: _____
Antoinette White, Acting Executive Director

As to Tenants, this 4th day of March, 2025.

TENANTS:

Sign: _____

Print: _____ Date: _____
Jon Kolka

Sign: _____
Attest

Print: _____ Date: _____



February 26, 2025

David Guritz & Antoinette White
Kendall County Forest Preserve District
11285 Fox Road
Yorkville, IL 60560

RE: Fox River to Hoover Trail Alignment

Dear Dave and Antoinette,

As the Fox River to Hoover Forest Preserve trail construction documents are being prepared, our team found that a portion of the trail requires steep slopes and a potential wall with guardrail. This area is the section traveling through Hoover on the east side of the Eldmain Road bridge.

There is a potential solution to reduce the need for this by changing the trail alignment. To determine if this will work, an additional topographic survey, trail redesign, and update of disturbance calculations for this area will be needed. Attached is an additional authorization for this work. Upon completion, the potential new alignment will be shared with KCFPD for review and comments. Additionally, the cost estimate for the new trail alignment will be updated for a cost comparison.

Feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink, reading "Michelle Kelly".

Michelle Kelly, PLA, CPSI
Principal Landscape Architect
mkelly@uplandDesign.com

ADDITIONAL WORK AUTHORIZATION #1

February 26, 2025

Project: Fox River Bluffs to Hoover Forest Preserve Trail Development (RTP)

1323

Owner: Kendall County Forest Preserve District

The following, once signed, becomes part of the professional services contract listed above.

Additional Service Description: Feasibility Study for Trail Alignment Alternative	Fee
Additional Topographic Survey for Alternative Trail Alignment	\$2,500
Trail Design, Engineering, Update Disturbance Calculations to ensure we remain under the USF&WS impact threshold, and Cost Estimate for Alternative Trail Alignment	\$6,377
Original Contract Amount	\$37,000
Previous Additional Services	\$0
Current Additional Services	\$8,877
Total Amount	\$45,877

AUTHORIZATION:

Kendall County Forest Preserve District (Owner)

Upland Design, Ltd (The Firm)

Signature: _____

Title _____

Date: _____



Michelle A. Kelly, PLA, ASLA
President