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Total Claims \$11,285.26

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Ordinance #11-18-002: FY19 Operations Fund Levy

Date: November 27, 2018

At the November 20, 2018 Commission meeting, approval of Ordinance #11-18-002 for the FY19 General Fund (270) tax levy was deferred for consideration at the November 27, 2018 Special Call meeting, with direction received to confirm the final levy figure.

In review of previous year levy amounts, and in consultation with Deputy Administrator Caldwell, the proposed levy has been increased to \$595,374, with the actual levy to be calculated and presented in the TY2018 Tax Computation Report.

#### Recommendation:

Consider a motion to approve Ordinance #11-18-002 approving the general fund tax levy of the Kendall County Forest Preserve District for the fiscal year beginning December 1, 2018 and ending November 30, 2019 in an amount not-to-exceed \$595,374.00.

#### ORDINANCE #11-18-002

GENERAL FUND TAX LEVY ORDINANCE OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT FOR THE FISCAL YEAR BEGINNING DECEMBER 1, 2018 AND ENDING **NOVEMBER 30, 2019** 

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

**SECTION 1** That there is required to be raised by taxation, and that there is levied upon all taxable property within the territorial limits of said Kendall County Forest Preserve District for the fiscal year beginning December 1, 2018 and ending November 30, 2019, the total sum of FIVE HUNDRED NINETY FIVE THOUSAND THREE HUNDRED AND SEVENTY FOUR dollars (\$595,374) as is provided:

Salaries - Full-Time	\$216,483
Salaries - Part-Time	\$169,127
Equipment	\$10,000
Fuel - Gas & Oil	\$10,000
Telephone	\$10,890
Electric	\$2,200
Gas	\$2,000
Publicity & Promotion	\$3,000
Newsletter	\$200
Supplies - Shop	\$3,000
Conferences	\$1,000
Audit	\$7,500
Refuse Pickup	\$5,000
Insurance	\$42,079
Medical Insurance	\$50,000
Preserve Improvements	\$5,500
Legal Publications	\$200
IMRF & SS	\$57,195
TOTAL	\$595,374

**SECTION 2** That the Secretary of said District is hereby directed to cause this Ordinance to be immediately published at least once in a newspaper published within said District and to incur the necessary expenses thereof, and said Secretary is hereby directed to file with the County Clerk of Kendall County, Illinois, a certified copy of this Ordinance and said County Clerk of Kendall County is hereby directed to cause the aforesaid amount of money to be extended upon and against the taxable property within the territorial limits of the Kendall County Forest Preserve District in accordance with law.

SECTION 3	This Ordinance shall be in full force and effect form and after its passage, approval and publication as required by law.
Approved th	nis 27TH Day of November, 2018.
Signed:	
Judy Gilmou	r, President
Elizabeth Flo	owers, Secretary

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Proposed Elimination of the Events Coordinator Position Effective December 1, 2018

Date: November 27, 2018

The Events Coordinator Position is recommended for elimination as part of an organizational restructure of the Kendall County Forest Preserve District, and includes a separate motion to approve a severance agreement and waiver and release of all claims for presentation to Tina Villarreal who is currently employed as the District's Events Coordinator.

The proposed restructure is designed to centralize and improve rental program coordination, internal and external client communications, and contract and venue management support activities for Ellis House and Equestrian Center, Hoover Forest Preserve - Meadowhawk Lodge, and the Administrative Office, and enhance and expand target marketing efforts to improve rental program performance.

The proposed restructure is designed to extend additional support to the District's Executive Director, Administrative Assistant, Hoover Supervisor and Resident, and Ellis House and Equestrian Center Manager by reducing the amount of time currently extended by these positions to coordinate and staff rental venue events, support client and contractor communications, sustain online and target marketing efforts, recruit preferred vendors, and conduct venue tours.

#### Recommendation:

- 1. Consider a motion to approve the elimination of the Kendall County Forest Preserve District's Events Coordination position effective December 1, 2018.
- 2. Consider a motion to approve a severance agreement between Tina Villarreal and the Kendall County Forest Preserve District in a total amount not to exceed \$1,908.16.

# KENDALL COUNTY FOREST PRESERVE DISTRICT JOB DESCRIPTION

CLASS TITLE:

Events Coordinator (Part Time)

WAGE CATEGORY:

Non-Exempt

REPORTS TO:

**Executive Director** 

EFFECTIVE DATE:

November 17, 2015

#### SUMMARY:

This position coordinates the Ellis House and Equestrian Center facility rentals, weddings, and special events.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Organizes, coordinates and assists with the promotion of the District's facility rentals program at Ellis
  House and Equestrian Center including but not limited to weddings, conferences, parties, trade shows,
  business meetings and athletic events.
- Supervises and coordinates activities of contracted business activities for facility rental program events
  including but not limited to catering firms, entertainers, decorators, and florists.
- Provides pre-scheduled tours of the Ellis House buildings and grounds for prospective renters.
- Coordinates and ensures adequate District staffing for all rental events including coordination of support staff and volunteers.
- Assists with the preparation of event contracts, including coordination of event logistics and communication of District policies.
- Assists with coordinating the facility use calendar with the District's Equestrian Center Manager.
- Ensures procedures and projects comply with District policy guidelines and seeks approval from the Executive Director or his designee for any exceptions to such policy guidelines.
- Recommends changes to rental policies and procedures, which recommendations shall be provided significant weight when reviewed by the District's Executive Director or his designee.
- Utilizes word processing, database, spreadsheet, and communication software packages to create and modify a variety of promotional materials and communication tools for the District.
- Composes and edits routine correspondence and reports.
- Prepares mailings; faxes and emails documents; and distributes mail, faxes and other documents to District staff.
- Oversees retention and destruction of records prepared and maintained by the District and ensures compliance with the Illinois Local Records Act and all other applicable laws.
- Responds to general inquires from the public, elected officials, District employees, and Kendall County
  employees regarding District policies, practices, procedures and programs.
- Performs office bookkeeping and compiles and maintains accurate financial records including, but not limited to, receipt of funds, disbursements, operational costs, budget balances, and costs charged to proper projects.
- Ensures that accurate and prompt billings are established with payments received and recorded in accordance with the District's rental contracts and payment schedules.
- Financial administrative duties may include, but are not limited to the following:
  - Preparing requisitions for invoicing;
  - o Providing administrative support in budget preparation;
  - Issuing purchase requisitions;
  - Recording and updating District expenses;
  - o Monitoring the District's budget and reporting the same to the Director or his designee;
  - o Balancing the cash register; and
  - o Preparing and making deposits.
- Performs purchasing tasks for the District by contacting vendors, preparing and typing requisitions, approving invoices for payment, preparing and submitting vouchers for payment, and maintaining records of purchases and inventory of equipment/supplies.
- Provides administrative support for the District's permitting process by performing tasks such as:
  - o Ordering, issuing and tracking District permits;
  - o Creating entries within the District's reservation system; and

- Ensuring that certificates of insurance are received and maintained event contractors.
- Performs other duties as assigned.

#### SUPERVISORY RESPONSIBILITIES:

No supervisory responsibilities at this time.

#### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

#### A. EDUCATION and/or EXPERIENCE:

- High school diploma or general education degree (GED).
- Word processing and personal computer training.
- A minimum of two (2) years experience in special events coordination; or equivalent combination of training and experience.
- Requires knowledge of office practices, principles of modern record keeping, and setup and maintaining filing systems.
- Requires knowledge of bookkeeping software and all Microsoft Office programs including, but not limited to Excel, Word, Publisher, and Power Point.

#### B. LANGUAGE SKILLS:

- Ability to read and interpret documents such as governmental regulations, legal documents, operating instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public and employees of the organization.
- Requires good knowledge of the English language, spelling and grammar.

#### C. MATHEMATICAL SKILLS:

- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

#### D. REASONING ABILITY:

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

#### E. CERTFICATES, LICENSES, REGISTRATIONS:

All certificates and registrations required for the position.

### PHYSICAL DEMANDS:

- Employee must frequently stand and bend.
- Employee must frequently be able to walk on forest preserve grounds and between buildings.
- Employee must be able to sit at a desk for extended periods of time.
- Employee must frequently lift and/or move up to 50 pounds. Employee must occasionally lift up to 75 pounds.
- Employee must be able to use hands to finger, handle or feel.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

#### WORK ENVIRONMENT:

- The noise level in the work environment is usually moderately quiet, and occasionally loud.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee may be required to provide own transportation to travel to and from meetings, trainings, conferences, and the various District preserves and locations.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.

Kendall County Forest Preserve District

Approved November 17, 2015 Proposed for Elimination November 27, 2018

# SEVERANCE AGREEMENT AND WAIVER AND RELEASE OF ALL CLAIMS

This Severance Agreement, Waiver and Release of Claims ("Agreement") is made and entered into by and between **TINA VILLARREAL** ("Employee") and her Employer, the **KENDALL COUNTY FOREST PRESERVE DISTRICT**, State of Illinois, a unit of local government ("Employer") on this 27<sup>TH</sup> day of November, 2018. In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Employee and Employer agree as follows:

- 1. **Separation of Employment.** Employee's last day of employment with Employer shall be November 30, 2018 ("the separation date").
- 2. <u>Consideration.</u> In consideration for Employee's acceptance of this Agreement and knowing and voluntary waiver of claims as set forth below in this Agreement:
  - a. Severance Pay. The Employer shall pay to Employee severance pay in the amount of One Thousand Eight Hundred and Sixty Dollars and Thirty-Two Cents (\$1,860.32), less all required payroll withholdings. This severance pay amount equals eight (8) work weeks of wages at the rate of fourteen hours per work week and an hourly rate of pay of \$16.61 per hour, which is the average number of hours Employee worked per week and the hourly rate of pay which existed on the Employee's separation date.
  - b. Payout of Accrued Personal Time. Pursuant to the Employer's existing policies and applicable law, the Employer is not required to payout any accrued personal time upon an employee's separation of employment. However, in further consideration for Employee's execution of this Agreement, Employer agrees to pay Employee the additional amount of Forty-Seven Dollars and Eighty-Four Cents (\$47.84), less all

- required payroll withholdings, which is equal to the 2.88 hours of personal time that Employee accrued but had not used as of her separation date.
- C. Neutral Reference. In response to a request for a reference for Employee, the Employer agrees to only provide Employee's dates of employment, position held and Employee's salary history. Employee shall direct all requests for references to the Director of the Kendall County Forest Preserve District.
- d. No Contest of Unemployment. In consideration for Employee's acceptance of this Agreement and knowing and voluntary waiver of claims as set forth below, Employer agrees that it shall not file a protest in the event Employee submits an application for unemployment benefits to the Illinois Department of Employment Security following the conclusion of the severance period.
- e. Waiver of Claims. In consideration for Employee's acceptance of this Agreement and knowing and voluntary waiver of claims as set forth below in this Agreement, the Employer, hereby fully and unconditionally releases Employee from any and all claims, damages, losses, costs, expenses (including, but not limited to experts' fees and attorneys' fees), liabilities, judgments, claims, lawsuits, liens, proceedings and causes of action, known and/or unknown, direct and/or indirect that the Employer, may have or may have had against Employee for acts performed by Employee in her official capacity as Kendall County Administrator.

All of the provisions of Paragraph 2 above shall have no force and effect if Employee revokes this Agreement during the revocation period as provided in Paragraph 11(e) below. The monies to be paid pursuant to Paragraph 2(a) and Paragraph 2(b) above shall be paid to Employee in one check payable to "Tina Villarreal" on the Employer's next regularly scheduled payroll date after the Effective Date of this Agreement (as defined in Paragraph 11(e) below). Pursuant to the Illinois Government

Severance Pay Act, Employer and Employee affirm the following: (1) the severance pay amounts set forth above in this Paragraph does not exceed an amount greater than 20 weeks of compensation; and (2) Employee was not fired for misconduct as defined by the Illinois Government Severance Pay Act.

- Attorneys' Fees and Costs. Each party to this Agreement agrees that they shall bear their own costs, experts' fees and attorneys' fees in connection with the negotiation and execution of this Agreement, the claims released herein, and any matters occurring prior to the date of execution of this Agreement. Furthermore, in exchange for all of the consideration identified in Paragraph 2 above, Employee hereby fully and unconditionally releases Employer, Kendall County, Illinois and their respective past, present and future board members, elected officials, insurers, officers, directors, attorneys, agents, employees, insurers, successors, and assigns (collectively hereinafter referred to as "Releasees") from any and all claims, damages, losses, costs, expenses (including, but not limited to experts' fees and attorneys' fees), liabilities, judgments, claims, lawsuits, liens, proceedings and causes of action, known and/or unknown, direct and/or indirect that Employee may have or may have had against Releasees relating to or arising out of Employee's employment and termination of employment with Employer, but excepting from this release any claim to enforce the terms of this Agreement.
- 4. <u>Tax Indemnification.</u> No representation has been made by Employer as to the appropriate tax treatment of any of the payments it is making to Employee or on her behalf pursuant to the terms of the Agreement. Employee indemnifies and holds Releasees harmless from and against, any interest, penalties or taxes as a result of Employee's failure to properly report and pay any taxes due on any of the payments set forth in Paragraph 2 of this Agreement.
- 5. Return of Property. Prior to receiving the consideration set forth in Paragraph 2 above, Employee agrees to return to Employer all property, including without limitation, the Employer's client contact lists and all client information; all reports, files, memoranda, records, computer hardware and software; all Employer issued cellular telephones and cellular telephone

accessories purchased by the Employer; all Employer issued credit cards; all door and file keys for Employer property; all computer, voicemail and software passwords and access codes; computer disks and instructional manuals; all calendars, notes, correspondence, documents and any other information pertaining to events held and/or to be held on the Employer's property; and any other physical or personal property which Employee received or prepared or helped prepare in connection with her employment with Employer. Employee agrees that she will not make or retain any copies, duplicates and/or reproductions of Employer's property without the prior written consent of the Employer's Director. Employee further agrees that she shall not share or distribute Employer's client contact lists and/or any of Employer's other client and event information to any third party without the prior written consent of the Employer's Director.

6. General Release by Employee. In exchange for the consideration provided in this Agreement, Employee hereby releases, relinquishes and gives up (and agrees not to directly or indirectly file, retain any recovery for, or pursue) any and all claims, suits, actions and causes of action known or unknown relating to any matter whatsoever from the beginning of time to and including the effective date of this Agreement which she now may have or hold against Releasees including but not limited to all claims in any way arising out of or relating to (i) her employment with Employer, or any aspect of any such employment, (ii) her separation of employment from Employer, or any aspect of any such separation of employment; (iii) any facts, matters or claims alleged or which could have been alleged by Employee arising out of her employment or separation thereof from Employer, or (iv) any conduct occurring during the negotiation and execution of this Agreement.

This is a full and general release with respect to the matters encompassed within the preceding paragraph which includes, without limitation, a release of any right Employee may have:

- (a) under Title VII of the Civil Rights Act of 1964, as amended;
- (b) under the Civil Rights Act of 1991;

- (c) under the Civil Rights Act of 1866, 42 U.S.C. § 1981;
- (d) under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.,
- (e) under the Americans With Disabilities Act, including the Americans With Disabilities Act Amendments Act;
- (f) under 42 U.S.C. §1983;
- (g) under 42 U.S.C. §1985;
- (h) under the Illinois Human Rights Act;
- (i) under Executive Order 11246 or any other state, federal or local law or regulation dealing with employment discrimination or other form of discrimination, or retaliation for filing any charge or claim, complaining about any practice or conduct or participating or testifying in any investigation;
- (j) under the Equal Pay Act, 29 U.S.C. § 206 et seq.;
- (k) under the National Labor Relations Act;
- (l) under the Family and Medical Leave Act;
- (m) under the Employee Retirement Income Security Act of 1974, as amended;
- (n) under the Fair Labor Standards Act of 1938, the Illinois Minimum Wage Law, the Illinois Wage Payment and Collection Act, and any federal, state or local law dealing with payment of wages, minimum wage, overtime or equal pay;
- (o) under the Consolidated Omnibus Budget Reconciliation Act (COBRA) and any other federal and state laws regarding insurance continuation coverage;
- (p) for damages of any kind, including but not limited to, damages for personal, emotional or economic injury, damage to reputation, breach of contract, wrongful discharge and violation of implied or express contract rights under any state, federal or local law, decision or regulation;
- (q) for lost pay, reinstatement, front pay, liquidated damages or any other form of equitable relief;
- (r) for personal injury, slander, libel, defamation, fraud, misrepresentation, intimidation, assault, battery, retaliation, intentional tort, economic loss, intentional or negligent infliction of emotional distress, retaliation, costs, damages, punitive damages, front pay, breach of contract, or breach of an implied contract; and
- (s) for any other legal violation, law or claim referred to in or in any complaint filed by Employee against Releasees.

Employee represents and warrants that she is the sole owner of all claims she has released in this Agreement and that she has not assigned or transferred any such claim (or any interest in any such claim) to any other person, and she will indemnify, defend with counsel of the Releasees' choosing and hold Releasees harmless for any damages, costs or expenses which Releasees may incur if these representations and warranties are incorrect in any respect. Employee further represents and warrants that she has not filed or caused to be filed any complaints, charges and/or any other causes of action against Releasees prior to execution of this Agreement.

If Employee takes any action inconsistent with this Paragraph 6, Employee shall pay all costs, expenses and attorneys' fees incurred by Releasees and indemnify and hold Releasees harmless from liability, costs or expenses related to her violation. This is in addition to, and not in lieu of, any other rights or remedies which Releasees may have with regard to such violation.

- 7. Exclusions from General Release. Excluded from the General Release above are any claims or rights, which cannot be waived by law including Employee's right to file a charge with an administrative agency or participate in any agency investigation. Employee, however, waives her right to recover any money in connection with such a charge or investigation. Employee also waives her right to recover money in connection with a charge filed by any other individual or by the Equal Employment Opportunity Commission or any other federal or state agency.
- 8. Lawsuits for Enforcement or Breach. The prevailing party in any lawsuit to enforce or for a breach of this Agreement shall be entitled to reasonable attorneys' fees and costs, as determined by the court. In addition, in the event that a court of competent jurisdiction finds that Employee has breached any of the terms set forth in this Agreement, Employee shall return to the Employer the full amount of all consideration set forth in Paragraph 2 of this Agreement, which was paid by the Employer.
  - 9. Receipt of All Wages and Employment Benefits. Employee acknowledges receipt of

all salary, vacation pay, commissions, bonuses, and any other benefits or benefit entitlement to which she was entitled pursuant to her employment with Employer. Employee acknowledges that she has not been denied any leave of absence and/or accommodations that she may have requested during her employment with Employer. Furthermore, Employee represents that she has no known claims for onthe-job injuries, which have not already been filed prior to execution of this Agreement.

- 10. <u>Non-Disparagement</u>. Employee agrees that she will not make any disparaging or derogatory remarks or statements about Releasees.
- 11. <u>Compliance With Older Workers' Benefit Protection Act.</u> Employee and Releasees desire and intend that this Agreement comply with the terms of the Older Workers' Benefit Protection Act. Accordingly, Employee acknowledges that:
  - a. Knowing Waiver of Claims: Employee understands that state and federal laws, including the Age Discrimination in Employment Act, prohibit employment discrimination based upon age, sex, race, color, national origin, ethnicity, religion, and disability. Employee further understands and agrees that, by signing this Agreement, she agrees to waive any and all such claims, and release Releasees from any and all such claims. Employee has read this Agreement, fully understands the meaning and consequences of its execution, and has elected to do so freely and voluntarily. In executing this Agreement, Employee is not relying on any inducements, promises or representations made by any other party, or its officers, board members, elected officials, employees, representatives and agents, other than the consideration set forth herein.
  - b. <u>21 Days to Consult with an Attorney</u>: Employee acknowledges that she has been advised in writing to consult with an attorney and has been provided with a period of at least twenty one (21) days to consult with an attorney prior to signing this Agreement, which contains a general release and waiver of claims. Any proposed or actual modifications to this

Agreement does not restart the 21 day consideration period.

- c. <u>Valuable Consideration Provided to Employee</u>: Employee acknowledges that the consideration provided in Paragraph 2 constitute monies and other benefits to which Employee otherwise would not be entitled, and that Employee is being paid these amounts in consideration for her signing of this Agreement.
- d. Reasonable Period of Time to Consider Agreement: Employee acknowledges that she has had a reasonable period of time to consider this Agreement.
- e. <u>Seven Day Revocation Period and Effective Date of Agreement</u>: For a period of seven (7) calendar days following Employee's execution of this Agreement, Employee may revoke the terms of this Agreement by a written document received by Employer on or before the end of the seven (7) calendar day period ("the Effective Date"). Employee shall send her written notice of revocation along with any signed copies of the Agreement via United States mail, postage prepaid, addressed to: Eric Weis, Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois 60560.
- f. Addendum: Employee agrees to execute the Addendum attached to this Agreement, which verifies that Employee has read and fully understands all of the above terms set forth in Paragraph 11 of this Agreement.
- Representations. Employee represents and warrants that she is the sole owner of all claims she has released in this Agreement and that Employee has not assigned or transferred any such claim (or any interest in any such claim) to any other person, and Employee will indemnify, defend and hold Releasees harmless for any damages, costs, attorney's fees, or expenses which they may incur if these representations and warranties are incorrect in any respect.
- 13. **Non-Admission.** Employee understands and agrees that all payments made under the provisions in this Agreement are made for the purpose of settlement and compromise only, to avoid the

cost and expense, uncertainty and time associated with litigation, and without any admission by Releasees as to fault, liability or wrongdoing, all of which are expressly denied. This Agreement is not and shall not be construed as evidence of or an admission of liability by any party hereto. Neither this Agreement nor any of its terms shall be offered or received in evidence in any action or proceeding or utilized in any manner whatsoever by Employee or any third party as an admission or concession of liability or wrongdoing or any nature on the part of the parties hereto.

- 14. <u>Waiver of Preference for Rehire</u>: Upon Employee's execution of this Agreement, Employee hereby waives any eligibility for and/or alleged right to preferential rehire and/or appointment by Releasees.
- 15. **Board approval.** Employee understands and agrees that this Agreement is subject to formal approval by a majority vote of all Kendall County Forest Preserve District Board of Commissioners.
- 16. Notice. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail, or courier service and received, in the case of notice to Employer: Attention Kendall County Forest Preserve District Director, 110 W. Madison Street, Yorkville, Illinois 60560, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560. And, in the case of Employee, to: Tina Villarreal, 116 Rick Ct., Oswego, Illinois 60543.
- 17. <u>Modifications.</u> Neither this Agreement, nor any of its terms, may be changed, waived, added, and/or assigned except if agreed to in writing signed by all parties to the Agreement.
- 18. <u>Severability and Waiver.</u> The parties acknowledge and agree that each provision of this Agreement shall be enforceable independently of every other provision. Furthermore, in the event that any provision is deemed to be unenforceable for any reason, the remaining provisions shall remain effective, binding and enforceable.

DRAFT FOR COMMISSION APPROVAL: 11-27-18

19. <u>Section Headings.</u> Section headings are for convenience of reference only and shall

not be used to interpret or construe the terms of this Agreement.

20. Choice of Law and Venue. This Agreement shall be construed in accordance with the

law and Constitution 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.

21. Entire Agreement. This Agreement contains the entire agreement between the parties

concerning the subject matter and supersedes all prior oral or written communications or agreements

between the parties on such subject matter. This Agreement is binding upon and inures the benefit of

the administrators, personal representatives, legatees, heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year

first written above.

TINA VILLARREAL (EMPLOYEE)
By:
Date:
KENDALL COUNTY FOREST PRESERVE DISTRICT (EMPLOYER)
By:
Title:
Date:

## Addendum to Severance Agreement and Waiver and Release of All Claims

As set forth in the Severance Agreement and Waiver and Release of All Claims ("Agreement"), and in compliance with the Age Discrimination in Employment Act of 1967, as amended, and the Older Workers' Benefit Protection Act, this Agreement may be revoked by the Employee at any time within seven (7) days after the date of signing by the Employee. To revoke this Agreement, Employee should provide written notice of revocation along with any signed copies of the Agreement with the revocation notice via United States mail, postage prepaid, addressed to: Eric Weis, Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois 60560. Employee's written notice of revocation along with any signed copies of the Agreement must be received by Eric Weis, Kendall County State's Attorney on or before the seventh day of the revocation period.

By signing her name below, Employee represents that she (i) has read this entire Agreement and understands its terms; (ii) has been advised in writing to consult with an attorney of her choosing before signing the Agreement; (iii) has been given the opportunity to have at least 21 days after receipt of this Agreement to consider whether or not to sign it and Employee was not pressured or induced to make a decision in less time; (iv) fully understands the terms and effects of this Agreement; (v) is voluntarily executing this Agreement of her own free act and deed for the purpose of inducing the payment and benefits referred to in this Agreement; and (vi) no payment or consideration has been promised to her for entering into and signing this Agreement which is not specified in this Agreement.

Tina	Villarreal'	s Signature	
Date			

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Proposed Position Descriptions, Promotion of Antoinette White to the Communications, Marketing, and Public Programs Position and Approval of the Revised Organizational Chart

Date: November 27, 2018

District staff have identified the need to establish a Communications, Marketing, and Public Programs Specialist position. This position will support communications with the Board of Commissioners and public, coordinate the District's program and social media marketing platforms, and support public education and volunteer work day programs.

Antoinette White currently serves as an Environmental Education Instructor, and is recommended for promotion to the Communications, Marketing, and Public Program Specialist position effective December 1, 2018. Over this past year, Antoinette White has assumed the roles and responsibilities outlined in the position description.

District staff have identified the need to establish a Rental Venues Coordinator position to centralize and coordinate the District's rental venue program for events held at Ellis House and Equestrian Center and Meadowhawk Lodge, including support of the program's administrative and community outreach functions.

District staff are proposing the elimination of the Natural Resources Technician position. This position was not filled in 2018.

These changes are illustrated in the revised Organizational Chart of the Kendall County Forest Preserve District presented for approval with an effective date of December 1, 2018.

#### Recommendations:

- Consider a motion to approve the Communications, Marketing, and Public Programs Specialist position description effective December 1, 2018.
- Consider a motion to approve the promotion of Antoinette White to the Communications, Marketing, and Public Program Specialist position, with an assigned salary of \$15.00 per hour effective December 1, 2018.
- 3. Consider a motion to approve the Rental Venues Coordinator position description effective December 1, 2018.
- 4. Consider a motion to approve the revised Organizational Chart of the Kendall County Forest Preserve District effective December 1, 2018.

#### KENDALL COUNTY FOREST PRESERVE DISTRICT JOB DESCRIPTION

CLASS TITLE: Communications, Marketing, and Public Programs Specialist

WAGE CATEGORY: FLSA Non-Exempt

REPORTS TO: Executive Office (Executive Director and Administrative Assistant and

Environmental Education Department Manager

**EFFECTIVE DATE:** December 1, 2018

#### SUMMARY:

Provides administrative support for Kendall County Forest Preserve District ("District") communications with the public and Board of Commissioners, social media and community outreach marketing efforts, support of the development and delivery of Environmental Education programming including school programs, summer programs, scout programs, teacher training services, public program offerings, and special events (collectively "Public Programs"), for the District. Provides assistance with natural resource management projects and programs including support of volunteer restoration work day activities. Supports other assigned administrative tasks to assist the Executive Director and Administrative Assistant.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assists the Executive Director in compiling and capturing all District Board of Commissioners meeting
  minutes and committee meeting minutes for review and approval by the Board of Commissioners and its
  respective committees.
- Provides support to the Administrative Assistant with reservations and other duties as needed or assigned by the Administrative Assistant or Executive Director.
- Assists the Environmental Education Department Manager in training support staff in curricular program goals, objectives, and instructional methods.
- Coordinates Environmental Education Department program reservations and registrations with the District's Administrative Assistant.
- Develops and presents curriculum and themed programs that are developmentally appropriate for all
  relevant age groups and ability levels, including young children and individuals with disabilities, and
  reflects the natural and cultural history of Kendall County. This includes program material preparations
  before and after all programs.
- Assists the Executive Director, Superintendent, and Environmental Education Manager in the coordination of volunteer workdays and natural resource projects.
- Applies herbicides for invasive species control as part of volunteer work days and natural areas management activities.
- Works directly with volunteers supporting the District's Programs.
- Develops and coordinates distribution of marketing materials and public outreach efforts to promote the District and program services.
- Develops and maintains press releases and District social media platforms.
- Maintains professional collaboration with other nature-based administrators, community organizations, and environmental educators both within and outside of Kendall County, Illinois.
- Communicates professionally and effectively with Environmental Education Manager, District staff and the public.
- Supports District policies and processes to identify safety issues; reduce risk and liability exposure within school, scout, teacher education, natural resource stewardship, and other public program offerings.
- Performs basic animal care including feeding and tank/enclosure cleaning and Laws of Nature Visitor Center upkeep.
- Maintains a safe and clean environment at all times and enforces all District safety rules and policies.
- Provides first aid or take other emergency measures when necessary as indicated in student, volunteer and staff emergency protocol and procedures.
- Provides educational program services delivery to children and the general public participating in District programs.
- Drives vehicles to various locations to conduct tours, educational programs, work days, and other assigned
  roles. Transportation includes both use of District vehicles and personal vehicle.
- Conducts public programs, public speaking, and natural area management activities in a variety of settings, including work with children, and work within natural areas with uneven terrain.

- Conducts tours of District preserves and facilities.
- Complies with all applicable federal and state laws, regulations and District policies and procedures regarding or relating to assigned job duties.
- Handles cash and accepts other forms of payment for public programs and facility use reservations.
- Maintains the confidentiality of protected personal information contained within District reservation forms.
- Maintains regular attendance and punctuality.
- Performs other duties as assigned.

#### SUPERVISORY RESPONSIBILITIES:

This position supervises volunteers in the District's volunteer workdays and natural resource projects.

#### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

#### A. EDUCATION and/or EXPERIENCE:

- Bachelor's Degree in the field of education or environmental sciences or equivalent experience in the field of education or environmental sciences. May be actively pursuing a Bachelor's degree in the education, environmental sciences, or related field.
- Knowledge of education principals and practices.
- Experience in administration of an educational program preferred.
- Experience in leading and coordinating volunteer-based work days and natural resource projects.
- Experience with instructing children in an educational setting preferred.
- Knowledge of Microsoft Office programs including, but not limited to, Excel, Word and PowerPoint.
- Working knowledge of multiple social media platforms and ability to effectively and appropriately use the Internet and create engaging posts for social media.
- Knowledge of office practices, principles of modern record keeping, and setup and prepare, create and organize files

#### B. LANGUAGE SKILLS:

- Ability to draft and present District curriculum.
- Ability to write routine reports and correspondence.
- Ability to professionally and effectively communicate with the public on the District's social media platforms.
- Ability to speak effectively with the public, including individuals of all ages and ability levels, and employees of the District.
- Good knowledge of the English language, spelling and grammar.

#### C. MATHEMATICAL SKILLS:

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- Ability to compute costs and make change.

#### D. REASONING ABILITY:

- Ability to employ safe work practices and use sound judgment while leading educational programs.
- Ability to complete projects from beginning to end with minimal supervision.
- Possess positive conservation ethic and respect towards living things and the natural environment.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

## E. CERTFICATES, LICENSES, REGISTRATIONS:

- Master Naturalist, Certified Interpretive Guide, or other environmental certification preferred. May be actively pursuing an environmentally related certificate.
- Current CPR/First Aid certification.
- Pesticide License preferred or ability to secure certification within the first three months post hire.

#### PHYSICAL DEMANDS:

- Employee must be able to sit, kneel, stand and bend.
- Employee must be able to walk on uneven terrain for extended periods of time.
- Employee must be able to provide instruction while walking outside and in varying weather conditions.
- Employee must be comfortable being outside in various types of weather for extended periods of time.
- Employee must occasionally lift and/or move up to 50 pounds.
- Employee must be able to use hands to handle or feel.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

### WORK ENVIRONMENT:

- Teaching will be held outside. The weather and temperature will not be consistent during the course of employment.
- The noise level in the work environment will vary from moderately quiet to loud.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee is required to provide own transportation to travel to and from meetings, training, conferences, and the various District preserves and locations.
- Employee is required to work regularly with children and the general public.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.

Kendall County Forest Preserve District

Approved: November 27, 2018

## KENDALL COUNTY FOREST PRESERVE DISTRICT JOB DESCRIPTION

CLASS TITLE:

Rental Venues Coordinator

WAGE CATEGORY:

FLSA Non-Exempt

**REPORTS TO:** 

Administrative Assistant and Ellis House and Equestrian Center Manager

**EFFECTIVE DATE:** 

December 1, 2018

#### SUMMARY:

This position coordinates rental events for the Kendall County Forest Preserve District ("District") including support for the development of marketing materials and public outreach; responding to public inquiries; conducting public tours; completing event rental contracts; and tracking rental payments in accordance with District policies for facility rentals, weddings, and special events held at Ellis House and Equestrian Center, Hoover Forest Preserve – Meadowhawk Lodge, and other District public use facilities. This position also oversees the District's preferred catering program; coordinates the schedule for outside contractors used for rental events; and organizes the District's public open house events to showcase the District's rentals program.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Coordinates annual recruitment of caterers and bartending service providers for the District's preferred catering program, reviews application materials, and recommends firms to the Executive Director for approval for participation.
- Coordinates development of public events, and schedules public and private tours to showcase District facilities to prospective clients.
- Supports the development of rental contracts, including coordination of recruitment and participation from outside vendors and businesses supporting rental event activities.
- Serves as the District's primary point of contact for contracted weddings and other large events at all
  assigned rental events held on the District's property.
- Assists with the promotion of the District's facility rentals program at Ellis House and Equestrian Center Meadowhawk Lodge, and other forest preserve public use areas for public and private events including but not limited to weddings, conferences, parties, trade shows, retreats, and business meetings.
- Coordinates client-contracted business activities including catering firms, entertainers, decorators, florists, and event rental companies in accordance with policy guidelines and restrictions.
- Provides pre-scheduled tours of the Ellis House buildings and grounds and Hoover Forest Preserve buildings and grounds for prospective renters.
- Supports all rental events including coordination of District event support staff and volunteers.
- Coordinates event scheduling, logistics and communication of District policies.
- Coordinates rental reservation scheduling and facility calendar entries in consultation with the District's Equestrian Center Manager and Administrative Assistant.
- Regularly handles facility rental payments and payment processing under supervision of the District's Administrative Assistant. Ensures that accurate and prompt billings and payments are established with payments received and recorded in accordance with the District's rental contract provisions, reservation software, and payment schedules.
- Ensures all rental events comply with District policy guidelines and seeks approval from the Executive Director or their designee for any exceptions to such policy guidelines.
- Recommends changes to the District's rental policies and procedures, which recommendations shall be provided significant weight when reviewed by the District's Executive Director or his designee.
- Utilizes word processing, database, spreadsheet, and communication software packages to create and modify a variety of promotional materials and communication tools for the District.
- Composes and edits routine correspondence and reports.
- Prepares mailings; faxes and emails documents; and distributes mail, faxes and other documents to District staff.
- Timely responds to general inquiries from the public, elected officials, District employees, and Kendall County employees regarding District policies, practices, procedures and programs.

- Rental venue coordination and contract management activities may include, but are not limited to the following:
  - Preparing requisitions and contracts for invoicing;
  - Providing administrative support in budget preparation;
  - Issuing purchase requisitions;
  - Monitoring the District's budget and reporting the same to the Administrative Assistant or their designee;
  - o Handling and processing reservation payments for submission to the Administrative Assistant.
  - Preparing deposits for submission to the Administrative Assistant.
- Provides administrative support for the District's permitting process by performing tasks such as:
  - Ordering, issuing and tracking District permits;
  - o Creating entries within the District's reservation system; and
  - o Ensuring that certificates of insurance are received and maintained event contractors.
- Regularly supports tours and large-group events both during and outside of regular business hours and weekends.
- Complies with all applicable federal and state laws, regulations and District policies and procedures regarding or relating to assigned job duties.
- Maintains regular attendance and punctuality.
- Performs other duties as assigned.

#### SUPERVISORY RESPONSIBILITIES:

No supervisory responsibilities at this time.

#### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

#### A. EDUCATION and/or EXPERIENCE:

- High school diploma or general education degree (GED).
- Word processing and personal computer training.
- A minimum of two (2) years experience in special events coordination; or equivalent combination of training and experience.
- Requires knowledge of office practices, principles of modern record keeping, and create, prepare, and organize files.
- Requires knowledge of bookkeeping software and all Microsoft Office programs including, but not limited to Excel, Word, Publisher, and PowerPoint.

#### B. LANGUAGE SKILLS:

- Ability to read and interpret documents such as governmental regulations, legal documents, operating instructions, and procedure manuals.
- Ability to prepare and edit rental programs marketing materials.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public, vendors, contractors, and employees of the District.
- Requires good knowledge of the English language, spelling and grammar.

#### C. MATHEMATICAL SKILLS:

- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- Ability to compute costs and make change.

#### D. REASONING ABILITY:

- Ability to employ safe work practices and use sound judgment while overseeing the District's rental programs and the District's events.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to complete projects from beginning to end with minimal supervision.
- Ability to deal with problems involving several concrete variables in standardized situations.

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#### E. CERTFICATES, LICENSES, REGISTRATIONS:

All certificates and registrations required for the position.

#### PHYSICAL DEMANDS:

- Employee must be able to frequently sit, kneel, stand and bend.
- Employee must frequently be able to walk on uneven terrain for extended periods of time.
- Employee must frequently be able to walk on District grounds and between buildings.
- Employee must be able to sit at a desk for extended periods of time.
- Employee must frequently lift and/or move up to 50 pounds. Employee must occasionally lift up to 75 pounds.
- Employee must be able to use hands to finger, handle or feel.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.
- Employee must be comfortable with walking and being outside in various types of weather conditions for extended periods of time.

#### WORK ENVIRONMENT:

- The noise level in the work environment is usually moderately quiet, and regularly loud.
- The work environment is occasionally fast-paced, and occasionally involves stressful situations involving children, the public and other large crowds of people.
- The temperature and weather condition in the work environment may not be consistent.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee may be required to provide own transportation to travel to and from meetings, trainings, conferences, and the various District preserves and locations.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.

Kendall County Forest Preserve District

Approved: November 27, 2018

# KENDALL COUNTY FOREST PRESERVE DISTRICT JOB DESCRIPTION

CLASS TITLE:

Natural Resources Technician

WAGE CATEGORY:

FLSA Non-Exempt

REPORTS TO:

Superintendent of Grounds and Resources

**EFFECTIVE DATE:** 

January 17, 2017

#### **SUMMARY:**

Responsible for performing a variety of natural areas management and grounds maintenance duties throughout Kendall County Forest Preserve District Property. This position reports to the Forest Preserve Superintendent.

## ESSENTIAL DUTIES AND RESPONSIBILITIES:

The duties for this position shall include, but not be limited to, the following:

- Performs a variety of horticultural tasks including, but not limited to, mowing, edging, aerating, trimming, fertilizing, controlling weeds, seeding and maintaining natural areas, trimming, planting, and pruning trees and shrubs, and treating and removing exotic and invasive species.
- Gathers, loads and hauls refuse and vegetation from grounds and user areas.
- Regularly uses, maintains and repairs tools of the trade (both powered and non-powered equipment) including, but not limited to chainsaw(s), mowing equipment, and other mechanical hand tools.
- Hauls and moves materials and supplies, as needed, for District and public use.
- Repairs and maintains District trails by performing duties including, but not limited to, removing fallen
  trees and limbs; repairing any damage caused by erosion or other factors; and installing wood chips,
  limestone screenings, and other trail surfaces.
- Collects GIS data for spreadsheet entry and management, including mapping of natural area plant communities, ecotypes, and threats.
- Supports Grounds and Natural Resources maintenance activity assignments, which may include:
  - Safe and effective operation and maintenance of District equipment including, but not limited to, small dump trucks, sod cutters, rototillers, chain saws, and trimmers.
  - Set up for events and volunteer work day functions functions; and ensuring facilities are clean and work day equipment preparations completed prior to the start of restoration work days.
  - Locates and removes refuse from District property.
- Performs controlled burns, brush removal, seed collecting, and other natural area management tasks.
- Supervises volunteers and the general public participating in natural area management workdays.
- Participates in emergency preparedness and response activities as assigned.
- Communicates District rules and regulations to the public, staff, and volunteers.
- Performs other duties as required or assigned.

#### SUPERVISORY RESPONSIBILITIES:

 No supervisory responsibilities beyond supervising volunteers and the general public participating in natural area management workdays.

#### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

### A. EDUCATION and/or EXPERIENCE:

- Bachelor's degree in natural areas management and/or natural resources preferred.
- A minimum of two (2) years experience in natural area and grounds resource management or similar role, or equivalent combination of training and experience.
- Knowledge of grounds maintenance tools and equipment use.

Completion of all assigned equipment and natural areas management training.

#### B. LANGUAGE SKILLS:

- Ability to read and interpret documents such as governmental regulations, material safety data sheets, equipment operating instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public, employees, and volunteers.
- Good knowledge of the English language, spelling, and grammar.

#### C. MATHEMATICAL SKILLS:

- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to measure volumes.

#### D. REASONING ABILITY:

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

#### E. CERTIFICATES, LICENSES, REGISTRATIONS:

- A valid Drivers' License and any other licenses/certifications necessary to operate District tools and equipment.
- A valid Illinois Pesticide Applicators License or, in the alternative, obtain a valid Illinois Pesticide Applicators License within the first ninety (90) days of employment.
- All other training, certificates and registrations required for the specific duties performed.

### PHYSICAL DEMANDS:

- Employee must frequently sit, stand, bend, reach, and carry.
- Employee must be able to successfully operate all District tools and equipment required to perform assigned job duties.
- Employee must frequently be able to walk and possibly run on uneven ground and rough terrain.
- Employee must frequently lift and/or move up to 50 pounds, and occasionally up to 75 pounds.
- Employee must be able to use hands and fingers to handle, feel, and operate equipment.
- Employee must be able to reach, push, and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception, and distance

### WORK ENVIRONMENT:

- The noise level in the work environment is occasionally to frequently loud due to equipment operational noise.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, including weekends and holidays as required in the event of an emergency, special event, or restoration work day.
- Employee will be required to work in both indoor and outdoor work areas and in all weather
- Employee will be required to have frequent contact with animals, nature, volunteers, and other members of the general public.
- Employee may be exposed to various chemicals such as pesticides and fertilizers while performing
- Employee will be required to operate a motor vehicle, and other heavy equipment to perform assigned job duties.

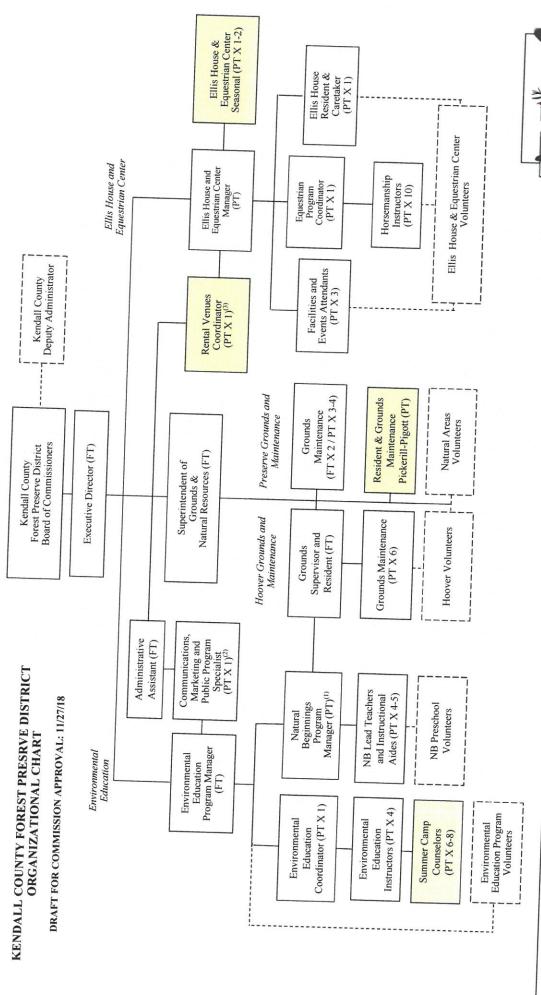
# PROPOSED POSITION ELIMINATION FOR COMMISSION APPROVAL: 11-27-18

 Employee will be required to provide his or her own transportation to travel to and from meetings, training, conferences, and the various District preserves and locations.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.

Kendall County Forest Preserve District

Approved January 17, 2017 Proposed for Elimination November 27, 2018



Position reports to the Education Program Manager and Hoover Grounds Supervisor and Resident Position receives instruction from the Executive Director, and reports to the Administrative Assistant and Environmental Education Program Manager Positions highlighted are currently vacant.

KENDALL COUNTY FOREST PRESERVE DISTRICT

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