

10/05/18 2:45:59 PM

Vendor# Name

Invoice #

Description

Date

Budget #

Account Description

Dist Amount

## FOREST PRESERVE EXPENDITURE

199 060304	FIRST NATIONAL BANK OMAHA	10/2/18:DG	HCR-WATER	10/16/18	27020006200	OFFICE SUPPLIES & POSTAGE	8.99	** bantrim
200 111513	KONICA MINOLTA	32466405	MONTHLY LEASE SEPT 1	10/16/18	27020006200	OFFICE SUPPLIES & POSTAGE	203.01	** ghaughe
							212.00*	
201 090345	ILLINOIS ASSOCIATION OF CONSER	2018-19-009	2018-19 DUES	10/16/18	27020006203	DUES/MEMBERSHIPS	200.00	bantrim
							200.00*	
202 031510	COMMONWEALTH EDISON	9/25/18:RY	RICHARD YOUNG	10/16/18	27020006351	ELECTRIC	33.56	bantrim
203 031510	COMMONWEALTH EDISON	9/26/18:ARENA	HARRIS ARENA	10/16/18	27020006351	ELECTRIC	29.87	bantrim
204 031510	COMMONWEALTH EDISON	9/26/18:HA	HARRIS	10/16/18	27020006351	ELECTRIC	73.37	bantrim
							136.80*	
205 060304	FIRST NATIONAL BANK OMAHA	10/2/18:DG	EL-5K RUN	10/16/18	27020006843	PROMOTION/PUBLICITY	318.62	** bantrim
							318.62*	

Total FOREST PRESERVE EXPENDITURE

867.42\*

## ELLIS HOUSE

206 060304	FIRST NATIONAL BANK OMAHA	10/2/18:DG	EL-AI&I	10/16/18	27021007076	UTILITIES - ELLIS HOUSE	111.61	** bantrim
							111.61*	
207 060304	FIRST NATIONAL BANK OMAHA	10/2/18:MV	EL SUPPLIES	10/16/18	27021007077	OFFICE SUPPLIES & POSTAGE	113.53	** bantrim
							113.53*	
208 020172	BARRETT'S ECOMATER	EL-OCT 2018	EL-WATER-OCT 2018	10/16/18	27021007080	GROUND & MAINT - ELLIS H	25.00	bantrim
209 060304	FIRST NATIONAL BANK OMAHA	10/2/18:IV	EL SUPPLIES	10/16/18	27021007080	GROUND & MAINT - ELLIS H	20.46	bantrim
210 060304	FIRST NATIONAL BANK OMAHA	10/2/18:MV	EL-FLOWERS	10/16/18	27021007080	GROUND & MAINT - ELLIS H	19.93	** bantrim
211 130506	MENARDS	28638	EL MAINT SUPPLIES	10/16/18	27021007080	GROUND & MAINT - ELLIS H	90.09	bantrim
212 130506	MENARDS	29074	EL SUPPLIES	10/16/18	27021007080	GROUND & MAINT - ELLIS H	42.28	bantrim

<b>Vendor#</b>	<b>Name</b>	<b>Invoice #</b>	<b>Description</b>	<b>Date</b>	<b>Budget #</b>	<b>Account Description</b>	<b>Dist Amount</b>
213 130506	MENARDS	29164	EL SUPPLIES	10/16/18	27021027080	GROUNDS & MAINT - ELLIS G	46.12
214 130506	MENARDS	29418	EL SUPPLIES	10/16/18	27021027080	GROUNDS & MAINT - ELLIS G	65.29
							111.41*
					<b>Total ELLIS HOUSE</b>		<b>197.76*</b>
							<b>422.90*</b>
215 051936	EQUINE VETERINARY PRACTICE LLC	8/24/18-EL	EL-VET CARE-MISSY	10/16/18	27021107084	VET & FARRIER - ELLIS CAM	10.00
							10.00*
					<b>Total ELLIS CAMPS</b>		<b>10.00*</b>
216 060304	FIRST NATIONAL BANK OMAHA	10/2/18:DG	EL-WOOD SHAVINGS	10/16/18	27021117082	ANIMAL CARE & SUPPLIES -	499.96
							499.96*
217 051936	EQUINE VETERINARY PRACTICE LLC	8/24/18-EL	EL-VET CARE-MISSY	10/16/18	27021117084	VET & FARRIER - ELLIS RID	10.00
218 268450	GRACE KLEIN	9/20/18:GK	EL- ANIMAL SUPPLIES	10/16/18	27021117084	VET & FARRIER - ELLIS RID	28.99
							38.99*
					<b>Total ELLIS RIDING LESSONS</b>		<b>538.95*</b>
219 051936	EQUINE VETERINARY PRACTICE LLC	8/24/18-EL	EL-VET CARE-MISSY	10/16/18	27021127084	VET & FARRIER - ELLIS B-D	10.00
							10.00*
					<b>Total ELLIS BIRTHDAY PARTIES</b>		<b>10.00*</b>
220 060304	FIRST NATIONAL BANK OMAHA	10/2/18:MV	EL-VOL EXP	10/16/18	27021137079	VOLUNTEER EXP - ELLIS PUB	76.82
221 060304	FIRST NATIONAL BANK OMAHA	10/2/18:MV	EL-VOL EXP	10/16/18	27021137079	VOLUNTEER EXP - ELLIS PUB	19.47
							96.29*
					<b>Total ELLIS PUBLIC PROGRAMS</b>		<b>96.29*</b>
222 060304	FIRST NATIONAL BANK OMAHA	10/2/18:DG	EL-REFUSE P/U	10/16/18	27021207078	REFUSE PICKUP - ELLIS	117.12
							117.12*
223 268446	NICOLE KANE	6-21-19 EL	EL SEC DEP-CANCEL	10/16/18	27021207088	ELLIS SECURITY DEPOSIT RE	500.00
224 268448	MICHAEL FREDERICKS	9-22-18:EL	EL-SEC DEP RTN	10/16/18	27021207088	ELLIS SECURITY DEPOSIT RE	1,000.00
225 268449	ALEXANDREA CARLSON	9/29/18:EL	EL-SEC DEP RTN	10/16/18	27021207088	ELLIS SECURITY DEPOSIT RE	1,000.00
226 268452	CYNTHIA SWENSON	9/8/18:EL	EL SEC DEP RTN	10/16/18	27021207088	ELLIS SECURITY DEPOSIT RE	1,000.00
							3,500.00*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
227 130506	HOOVER	29676	HOOVER SUPPLIES	10/16/18	27022006854	HOOVER - BUILDING MAINTEN	68.55 68.55*
228 060330	FIRST LUTHERAN CHURCH	18-00216	ML SEC DEP RTN	10/16/18	27022007088	HOOVER SECURITY DEPOSIT R	100.00
229 268439	AMY BLEVINS	18-00063	ML SEC DEP RTN	10/16/18	27022007088	HOOVER SECURITY DEPOSIT R	175.00
230 268440	DEBORAH GAYLOR	84625	BUNKHOUSE SEC DEP RT	10/16/18	27022007088	HOOVER SECURITY DEPOSIT R	100.00
231 268441	AMANDA MULLER	18-00218	ML SEC DEP RTN	10/16/18	27022007088	HOOVER SECURITY DEPOSIT R	800.00
232 268442	CHARLES LANTZ	18-00235	BUNKHOUSE SEC DEP RT	10/16/18	27022007088	HOOVER SECURITY DEPOSIT R	100.00
233 268443	MADHAV KIRKUMAR PATHAK	18-00203	BUNKHOUSE SEC DEP RT	10/16/18	27022007088	HOOVER SECURITY DEPOSIT R	100.00
234 268444	JENNY FERGUS	18-00246	BUNKHOUSE SEC DEP RT	10/16/18	27022007088	HOOVER SECURITY DEPOSIT R	100.00
235 268447	JENNIFER GORZ	18-00247	REFUND-FIREWOOD ONLY	10/16/18	27022007088	HOOVER SECURITY DEPOSIT R	50.00 1,525.00*
Total HOOVER							1,593.55*
236 060304	ENV ED SCHOOL	10/2/18::ED	SCHOOL SUPPLIES	10/16/18	27023016849	ENV EDUC - SCHOOL PROG EX	28.38 28.38*
Total ENV ED SCHOOL							28.38*
237 060304	ENV ED NATURAL BEGINNINGS	10/2/18:SW	NB SUPPLIES	10/16/18	27023036849	ENV EDUC - NATURAL BEGINN	12.00 12.00*
Total ENV ED NATURAL BEGINNINGS							12.00*
238 060304	ENV ED LAWS OF NATURE	10/2/18::ED	PET SUPPLIES	10/16/18	27023056849	ENV EDUC - LAWS OF NATURE	89.00 89.00*
Total ENV ED LAWS OF NATURE							89.00*
239 220626	VERIZON (FOREST PRESERVE)	9814913598	CELL PHONES	10/16/18	27025006207	TELEPHONE - GROUNDS & NAT	879.83 879.83*
240 040538	DEKANE EQUIPMENT CORP	IA60036	HOOVER-REPAIR	10/16/18	27025006216	EQUIP - GROUNDS & NATURAL	695.96
241 251510	YORKVILLE NAPA AUTO PARTS	205893	HARRIS-BATTERY	10/16/18	27025006216	EQUIP - GROUNDS & NATURAL	52.87 748.83*
242 110531	KENDALL CO HIGHWAY DEPT	SEPT 2018	GAS/DIESEL: SEP 2018	10/16/18	27025006217	FUEL - GAS & OIL	701.45 701.45*

COMBINED Claims Listing

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
243 150529	OFFWORLD DESIGNS	18092018	UNIFORMS	10/16/18	27025006240	UNIFORMS	176.00 176.00*
244 030540	CENTRAL LIMESTONE CO INC	14860	PRESERVE IMPROVE-LYO	10/16/18	27025006837	PRESERVE IMPROV - GR & NA	11.96
245 180925	RIEMENSCHNEIDER ELECTRIC	12166	HARRIS-CABLE-SECURIT	10/16/18	27025006837	PRESERVE IMPROV - GR & NA	936.09 948.05*
246 060304	FIRST NATIONAL BANK OMAHA	10/2/18:DG	HOOVER-REFUSE P/U	10/16/18	27025006847	REFUSE PICKUP - GROUNDS &	113.12
247 060304	FIRST NATIONAL BANK OMAHA	10/2/18:DG	HA-REFUSE P/U	10/16/18	27025006847	REFUSE PICKUP - GROUNDS &	155.36
248 190563	SERVICE SANITATION, INC	7602015-17	PORTABLE RESTROOMS	10/16/18	27025006847	REFUSE PICKUP - GROUNDS &	201.00 469.48*
249 130506	MENARDS	29574	HARRIS SHOP SUPPLIES	10/16/18	27025007089	SUPPLIES - SHOP	11.29
250 130506	MENARDS	29062	HARRIS SHOP SUPPLIES	10/16/18	27025007089	SUPPLIES - SHOP	63.64
251 130506	MENARDS	29087	HARRIS SHOP SUPPLIES	10/16/18	27025007089	SUPPLIES - SHOP	8.07
252 130506	MENARDS	29709	PNA TREE DAY SUPPLIE	10/16/18	27025007089	SUPPLIES - SHOP	76.30 159.30*

**Total GROUNDS & NATURAL RESOURCES      4,082.94\***

**Pickerill-Pigott Forest Preserve**

253 031510	COMMONWEALTH EDISON	9/24/18:PICKRILL	PICKERILL	10/16/18	27026006351	ELECTRIC - PICKERILL PIGO	174.83 174.83*
254 190220	MARSHAL SAVITSKI	PICKERILL:MS	PICKERILL-LEASE SECD	10/16/18	27026007089	SUPPLIES - PICKERILL PIGO	1,000.00 1,000.00*

**Total Pickerill-Pigott Forest Preserve      1,174.83\***

**Total Forest Preserve Claims**

**\$12,654.79**



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

**OCTOBER 2, 2018**

**I. Call to Order**

President Gilmour called the meeting to order at 6:00 pm in the Kendall County Board Room.

**II. Pledge of Allegiance**

All present recited the Pledge of Allegiance.

**III. Invocation**

Commissioner Prochaska offered an invocation for the meeting.

**IV. Roll Call**

X	Cullick (entered the meeting at 6:10 pm)	X	Gryder
X	Davidson	X	Hendrix
X	Flowers	X	Kellogg
X	Gilmour	X	Prochaska
X	Giles	X	Purcell (entered the meeting at 6:10 pm)

Commissioners Davidson, Flowers, Giles, Gryder, Hendrix, Kellogg, Prochaska, and Gilmour all were present. Commissioners Cullick and Purcell entered the meeting room at 6:10 pm.

**V. Approval of Agenda**

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

**VI. Citizens to Be Heard**

There were no citizens to be heard.

**VII. Approval of Claims in an Amount Not-to-Exceed \$5,648.35**

Commissioner Hendrix made a motion to approve claims in an amount not-to-exceed \$5,648.35. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

Motion: Commissioner Hendrix

Second: Commissioner Gryder

**Roll call: Claims Not-to-Exceed \$5,648.35**

<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
		Cullick	X		Gryder
X		Davidson	X		Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour			Purcell

Motion unanimously approved.

### **VIII. Approval of Minutes**

- **Kendall County Forest Preserve District Commission Meeting of September 18, 2018**
- **Kendall County Forest Preserve District Finance Committee Meeting of September 27, 2018**

Commissioner Hendrix made a motion to approve the Commission meeting minutes of September 18, 2018, and the Finance Committee meeting minutes of September 27, 2018. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

### **OLD BUSINESS**

- IX. MOTION: Authorizing the District's Executive Director to Enter into a Memorandum of Agreement between the United States Army Corps of Engineers, Rock Island District and the Illinois State Historic Preservation Officer Regarding the Millbrook Bridge Removal Project Located in Kendall County, Illinois, as a Concurring Party as Require for the Issuance of Permit #CEMVR-OD-2018-0277 Authorizing the Removal of Millbrook Bridge**

Commission Flowers made a motion to approve the authorization of the District's Executive Director to enter into a memorandum of agreement between the United States Army Corps of Engineers, Rock Island District and the Illinois State Historic Preservation Officer regarding the Millbrook Bridge removal project located in Kendall, County, Illinois, as a concurring party as required for the issuance of permit #CEMVR-OD-2018-0277 authorizing the removal of Millbrook Bridge. Seconded by Commissioner Hendrix.

Commissioner Prochaska read the memorandum.

Director Guritz remarked that the permit for the removal will be valid for two years. The District will need to submit archival documentation for the bridge.

Commissioner Davidson asked if the piers will stay.

Director Guritz responded that the permit will allow the piers to remain, but removal may be included as a project alternate within the bid specifications.

Commissioners Cullick and Purcell entered the meeting at 6:10 pm.

Motion: Commissioner Flowers

Second: Commissioner Hendrix

**Roll call: permit #CEMVR-OD-2018-0277**

<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		Cullick	X		Gryder
X		Davidson	X		Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Purcell

Motion unanimously approved.

## **NEW BUSINESS**

- X. MOTION: Approval of a Proposal from SemperFi Land Inc. of Yorkville, Illinois for an Initial and Follow-up Herbicide Treatment of the Ellis Farm Pond Shoreline Restoration Project at Baker Woods Forest Preserve for an Amount Not-to-Exceed \$1,450.00**

Commissioner Gryder made a motion to approve a proposal from SemperFi Land Inc. of Yorkville, Illinois for an initial and follow-up herbicide treatment of the Ellis House and Equestrian Center farm pond shoreline at Baker Woods Forest Preserve for an amount not-to-exceed \$1,450.00.

Seconded by Commissioner Prochaska.

Motion: Commissioner Gryder

Second: Commissioner Prochaska

**Roll call: SemperFi Proposal**

<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		Cullick	X		Gryder
X		Davidson	X		Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Purcell

Motion unanimously approved.

- XI. MOTION: Approval of a Proposal from Nelson Land Management of Athens, Illinois for a Turn-Key Prescribed Burn of the Maramech Forest Preserve – Illinois Dedicated Nature Preserve Flatwoods and Upland Buffer Areas for an Amount Not-to-Exceed \$5,400.00**

Commissioner Prochaska made a motion to approve a proposal from Nelson Land Management of Athens, Illinois for a turn-key prescribed burn of the Maramech Forest Preserve – Illinois dedicated nature preserve flatwoods and upland buffer areas for an amount not-to-exceed \$5,400.00. Seconded by Commissioner Flowers.

Director Guritz reported that the Illinois Nature Preserves Commission has submitted a request for \$15,000 for restoration project funding for Maramech and Tucker-Millington Fen. The need to complete a prescribed burn has been communicated to the District by ecological consultants supporting past restoration efforts.

Motion: Commissioner Prochaska					
Second: Commissioner Flowers					
Roll call: Nelson Land Management Proposal					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
X		Davidson	X		Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Purcell
Motion unanimously approved.					

**XII. MOTION: Approval of a Proposal from A&B Exteriors, LLC of Sandwich, Illinois for the Removal and Installation of Exterior Siding, Soffit, Facia and Gutter Replacement (Option 2) for Harris Forest Preserve Shelter 1-4 for an Amount Not-to-Exceed \$16,115.65**

Commissioner Cullick made a motion to approve a proposal from A&B Exteriors, LLC of Sandwich, Illinois for the removal and installation of exterior siding, soffit, facia and gutter replacement for Harris Forest Preserve Shelter 1-4 for an amount not-to-exceed \$16,115.65. Seconded by Commissioner Kellogg.

Motion: Commissioner Cullick					
Second: Commissioner Kellogg					
Roll call: A&B Exteriors Proposal					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
X		Davidson	X		Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Purcell
Motion unanimously approved.					

**XIII. Executive Session**

None.

**XIV. Other Items of Business**

Director Guritz reported that the costs associated with placement of a historic marker to commemorate Millbrook Bridge has been included in the FY19 capital budget, and communicated to the Kendall County Historic Preservation Commission.

**XV. Citizens to Be Heard**

There were no public comments received from citizens in attendance.

**XVI. Adjournment**

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 6:20 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
OPERATIONS COMMITTEE MEETING MINUTES**

**OCTOBER 3, 2018**

**I. Call to Order**

Committee Chair Flowers called the Operations Committee meeting to order at 6:02 pm in the Kendall County Board Room.

**II. Roll Call**

Commissioners Hendrix, Purcell, Prochaska, Gilmour, and Flowers all were present.

**III. Approval of Agenda**

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

**IV. Citizens to be Heard**

No public comments were offered by citizens present.

**V. Review of Financial Statement Reports through September 30, 2018**

Director Guritz presented the financial statement reports through September 30, 2018. The YTD expenditures and revenue are on track with budget projections.

Commissioner Hendrix remarked that the financial reports have significantly improved.

Commissioner Purcell asked whether a higher portion of the taxes were received earlier within the previous fiscal year.

Director Guritz remarked that tax proceeds are now on track when compared to the previous year. Director Guritz reported that the District is over-expended for the year due to vehicle repairs and maintenance.

**VI. Special Use Permit Requests (TBD)**

- a. Kendall County State's Attorney's Office Drug Court Graduation –  
Meadowhawk Lodge – Friday, November 2, 2018 from 11 am to 3  
pm**

Commissioner Purcell made a motion to approve the special use permit request from the Kendall County State's Attorney's Office Drug Court Graduation – Meadowhawk Lodge –

Friday, November 2, 2018 from 11 am to 3 pm. Seconded by Commissioner Hendrix. Aye, all. Opposed, none.

**b. Kendall County Juvenile Justice Council – SKY 5K Run/Walk –  
Hoover Forest Preserve – Saturday, April 27, 2019**

Commissioner Purcell made a motion to approve the special use permit for the Kendall County Juvenile Justice Council – SKY 5K Run/Walk – Hoover Forest Preserve – Saturday, April 27, 2019. Seconded by Commissioner Hendrix. Aye, all. Opposed, none.

**VII. KCFPD FY19 Preliminary Budget Review**

Director Guritz presented a FY19 draft preliminary budget. The draft is a breakeven budget. The draft will be amended to post a net gain similar to the previous year. Health insurance benefit costs are scheduled at 15% over FY18 calculated rates. Raises are scheduled at approximately 3%, with exceptions that will be presented to Commission for approval. Contingencies on par with the previous year are included within the draft FY19 budget. The Operations Committee reviewed the capital fund budget, which includes grant-funded projects to open new preserve areas to the public. This includes funds from the Highway Department for tree mitigation as part of the Fox River Bluffs cropland conversion project. The preliminary capital fund budget includes contingencies for natural areas restoration, and addressing public safety concerns at Little Rock Creek.

The Operations Committee discussed upcoming projects in the FY19 budget.

**VIII. Hoover Supervisor and Resident – Hoover Residence 2018-2019 Lease Agreement**

Director Guritz presented a draft for renewing the Hoover Supervisor and Resident 2018-2019 lease agreement, holding lease payment at \$250.00 per month.

Commissioner Hendrix made a motion to forward the Hoover Supervisor and Resident – Hoover Residence 2018-2019 lease agreement to Commission. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

**IX. Ellis Caretaker – Ellis Studio Apartment 2018-2019 Lease Agreement**

Director Guritz presented a draft for renewing the Ellis Caretaker- Ellis studio apartment 2018-2019 lease agreement, holding the lease payment at 346.67.

Commissioner Prochaska made a motion to forward the Ellis Caretaker – Ellis Studio Apartment 2018-2019 lease agreement to Commission. Seconded by Commissioner Hendrix. Aye, all. Opposed, none.

## **X. KCFPD Personnel Policies Manual Review – Ethics Policy Draft**

Director Guritz presented a draft ethics policy for inclusion in the final KCFPD personnel policies manual. The ethics policy differs from that included within the State's Attorney's Office version, which focuses primarily on attorney-client relationships.

The Operations Committee discussed ethics and protocol.

Commissioner Hendrix remarked that the conflicts of interests section could be clarified.

## **XI. Operations Progress Updates**

Director Guritz provided operations updates. The Operating Committee discussed the Ellis House and Meadowhawk Lodge contracted events report.

Environmental Education Programs Manager, Emily Dombrowski, provided a report showing increasing reservations YTD within the District's school program offerings.

## **XII. Executive Session**

None.

## **XIII. Other Items of Business**

Director Guritz reported on the successful oak tree planting event with the PNA celebrating the centennial of Poland's independence.

## **XIV. Citizens to be Heard**

No public comments were offered by those in attendance.

## **XV. Adjournment**

Commissioner Prochaska made a motion to adjourn. Seconded by President Gilmour. Aye, all. Meeting adjourned at 8:11 pm.

Respectfully submitted,

David Guritz  
Executive Director, Kendall County Forest Preserve District



To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: FY19 Preliminary Operating and Capital Fund Budgets

Date: October 25, 2018

Preliminary FY19 budgets for the District's Operations Fund, 2007 Series Capital Fund, Endowment Fund, and Debt Services Funds have been completed.

The preliminary operating budget includes the following:

1. Tax proceeds totaling \$595,374 for a calculated levy increase of \$17,799, plus \$5,000 for unanticipated collections. Limiting rate is reduced from .01950% for FY18 to 0.01678% for FY19.
2. Health insurance costs are included and calculated at 15% over FY18 rates.
3. Staff salary increases have been scheduled at 3%, with additional recommendations for Commission consideration for performance and/or market-based adjustments based on position responsibilities.
4. Contingencies including a \$10,000 budget contingency; \$10,000 insurance deductible contingency; and a \$5,000 workers' compensation claim contingency.
5. No proposed full time headcount changes, with additional part-time hours/positions scheduled based on anticipated program volumes, grounds maintenance support needs, and administrative needs.

The target net surplus for the final FY19 budget to be presented at the November Committee of the Whole meeting is \$10,000.

Approximately \$350,000 will in the 2007 series capital fund budget balance following completion of the grant-funded preserve improvement projects to address District capital needs for the next 3-years, possibly longer. District core leadership staff are making progress with identifying and securing estimates for priority capital projects and capital funding contingency assignments for tracking purposes.

In addition to the 2007 series, the Land-Cash fund balance as of 9/30/18 is \$95,875.

## Kendall County Forest Preserve District Operating Fund

ACCOUNT & DESCRIPTION	ACTUAL 2016	ACTUAL 2017	BUDGET 2018	Est. Year End 11/30/2018	BUDGET 2019	% CHANGE IN BUDGET
<b>Beginning Balance (est.)</b>	<b>249,695</b>	<b>317,672</b>	<b>311,143</b>	<b>317,671</b>	<b>346,708</b>	<b>11.4%</b>
<b>REVENUE</b>						
270-1-000-1100 Current Tax	542,849	552,629	576,247	576,247	595,374	3.3%
270-1-000-1135 Interest Income	196	218	170	627	521	206.5%
270-1-000-1325 Other Income	5,505	3,142	8,000	270	8,000	
270-1-500-1325 Other Income - Grounds & Natural Resources			6,000	960	6,000	
270-1-000-1335 Donations - Administration	445	1,742	500		500	
270-1-111-1335 Donations - Ellis Equestrian Center	467	450	500	50	500	
270-1-200-1335 Donations - Hoover	90	578				
270-1-300-1335 Donations - Environmental Education		1,305	500		500	
270-1-303-1335 Donations - Env. Educ. Natural Beginnings	950		2,000		2,000	
270-1-304-1335 Donations - Env. Educ. Other Programs		63				
270-1-400-1335 Donations - Natural Area Volunteers		2,769	2,000		2,000	
270-1-500-1335 Donations - Grounds & Natural Resources			4,500	360	4,500	
270-1-600-1335 Donations - Pickerell Pigott						
270-1-500-1500 Picnic & Shelter Rental - Grounds & Natural Resources	6,530	4,755	6,200	4,750	6,200	
270-1-500-1503 Preserve Improvements - Grants	940		3,500		3,500	
270-1-300-1507 Environmental Education Revenue						
270-1-301-1507 Env. Educ. - School Programs	29,504	24,099	33,000	29,429	35,000	6.1%
270-1-302-1507 Env. Educ. - Camps	18,760	23,380	33,000	19,295	30,000	-9.1%
270-1-303-1507 Env. Educ. - Natural Beginnings	74,796	76,604	79,646	88,763	86,430	8.5%
270-1-304-1507 Env. Educ. - Other Public Programs	1,575	4,026	6,000	4,834	6,000	
270-1-600-1507 Other Revenue - Pickerell Pigott						
270-1-200-1513 Hoover Revenue	245					
270-1-200-1513 Hoover Revenue (Yorkville Athletic Assoc. License)		2,250	2,250		2,250	
270-1-200-1513 Hoover Revenue (Residence Lease)		2,863	3,000	3,863	3,000	
270-1-201-1513 Hoover Bunkhouse Rental Rev	35,138	33,291	33,525	34,246	33,525	
270-1-202-1513 Hoover Campsite Rental Rev	6,150	5,075	4,500	5,310	4,500	
270-1-203-1513 Hoover Meadowhawk Rental Rev	12,294	14,288	10,500	16,123	16,500	57.1%
270-1-600-1507 Other Revenue - Pickerell Pigott						
270-1-600-1513 Rental Revenue - Pickerell Pigott					8,400	
270-1-000-1514 Farm License Revenue	192,838	146,963	151,030	160,723	151,030	
270-1-100-1517 Security Deposit Revenue - Ellis						
270-1-120-1517 Security Deposit Revenue - Ellis Weddings	17,125	8,460	15,000	9,410	10,000	-33.3%
270-1-121-1517 Security Deposit Revenue - Ellis Other Rentals	1,375	780	600	310	600	
270-1-201-1518 Security Deposit Revenue - Hoover Bunkhouse	1,900	4,100	4,000	5,900	6,000	50.0%
270-1-203-1518 Security Deposit Revenue - Hoover Meadowhawk	5,724	7,298	6,500	9,400	9,000	38.5%
270-1-600-1518 Security Deposit - Pickerell Pigott				1,000	1,000	
270-1-000-1519 Credit Card Revenue - All Preserves	1,463	2,066	3,300	2,795	3,000	
270-1-200-1519 Credit Card Revenue - Hoover	40					
270-1-100-1570 Ellis Center House	1,969					
270-1-110-1570 Ellis Center Camps	5,660	3,673	9,897	9,260	10,000	1.0%
270-1-111-1570 Ellis Center Riding Lessons	33,378	23,160	25,130	39,796	34,000	35.3%
270-1-112-1570 Ellis Center Birthday Parties	9,619	6,533	9,500	8,858	8,000	-15.8%
270-1-113-1570 Ellis Center Public Programs	166	3,138	2,520	4,378	5,000	98.4%
270-1-114-1570 Sunrise Center North License Agreement	1,600	19,200	24,600	21,067	24,600	
270-1-120-1570 Ellis Center Weddings	57,176	58,365	22,000	41,980	40,000	81.8%
270-1-121-1570 Ellis Center Other Rentals	5,192	3,402	4,500	2,190	4,500	
270-1-130-1570 Ellis Center 5K Event	3,592	2,779	4,000	2,519	4,000	
<b>Total Revenue</b>	<b>1,080,314</b>	<b>1,043,443</b>	<b>1,098,115</b>	<b>1,104,712</b>	<b>1,165,930</b>	<b>6.2%</b>

# Kendall County Forest Preserve District Operating Fund

ACCOUNT & DESCRIPTION	ACTUAL 2016	ACTUAL 2017	BUDGET 2018	Est. Year End 11/30/2018	BUDGET 2019	% CHANGE IN BUDGET
<b>PERSONNEL</b>						
270-2-000-6101 Salary - Full Time Administration	123,789	130,293	140,228	136,689	141,048	0.6%
270-2-000-6102 Salary - Part Time Administration	4,842	4,102			6,500	
270-2-500-6101 Salary - Full Time Grounds & Natural Resources	133,068	143,503	147,277	142,122	148,002	0.5%
270-2-500-6102 Salary - Part Time Grounds & Natural Resources	9,928	18,563	34,290	32,833	48,121	40.3%
<b>Salary Full Time: Env. Education</b>						
270-2-301-6103 Env. Educ. FT Salary - School Programs Expense			12,871		12,871	
270-2-302-6103 Env. Educ. FT Salary - Camps Expense			8,105		8,105	
270-2-304-6103 Env. Educ. FT Salary - Other Public Programs Expense			1,103		1,103	
270-2-305-6103 Env. Educ. FT Salary - Laws of Nature			412		412	
<b>Salary Part Time: Env. Education</b>						
270-2-301-6128 Env. Educ. PT Salary - School Programs Expense	31,906	39,227	16,140	25,369	18,000	11.5%
270-2-302-6128 Env. Educ. PT Salary - Camps Expense	16,689	17,664	18,495	15,714	14,963	-19.1%
270-2-303-6128 Env. Educ. PT Salary - Natural Beginnings Expense	45,955	60,034	54,927	57,486	53,499	-2.6%
270-2-304-6128 Env. Educ. PT Salary - Other Public Programs Expense	4,080	6,790	4,397	7,615	6,000	36.5%
270-2-305-6128 Env. Educ. PT Salary - Laws of Nature	1,656	1,950	1,338	1,693	1,338	0.0%
270-2-306-6128 Env. Educ. PT Salary - Other Expense	40	47		3,706		
<b>Salary Part Time - Ellis</b>						
270-2-100-6122 Salary PT - Ellis House	9,756	10,884	8,033	8,548	8,706	8.4%
270-2-101-6122 Salary PT - Ellis Barn	6,005	6,833	8,033	8,018	8,706	8.4%
270-2-102-6122 Salary PT - Ellis Grounds	12,048	15,937	16,066	18,373	17,412	8.4%
270-2-110-6122 Salary PT - Ellis Center Camps Expense	3,512	1,546	5,628	3,781	4,604	-18.2%
270-2-111-6122 Salary PT - Ellis Center Riding Lessons Expense	21,518	23,746	18,580	19,460	27,385	47.4%
270-2-112-6122 Salary PT - Ellis Center Birthday Parties Expense	4,268	3,185	3,816	8,548	5,000	31.0%
270-2-113-6122 Salary PT - Ellis Center Public Programs Expense		1,716	1,190	2,716	3,000	152.1%
270-2-114-6122 Salary PT - Ellis Sunrise License Agreement		11,410	14,456	14,942	15,000	3.8%
270-2-120-6122 Salary PT - Ellis Center Weddings Expense	17,136	20,178	8,228	14,942	14,852	80.5%
270-2-121-6122 Salary PT - Ellis Center Other Rentals Expense	95	-				
<b>Salary Full Time: Hoover</b>						
270-2-200-6126 Salary FT - Hoover Grounds	16,498	22,585	25,222	24,288	25,038	-0.7%
270-2-201-6126 Salary FT - Hoover Bunkhouse	8,249	13,119	12,611	12,144	12,519	-0.7%
270-2-202-6126 Salary FT - Hoover Campsite	4,124	6,559	6,306	6,072	6,260	-0.7%
270-2-203-6126 Salary FT - Hoover Meadowhawk	4,125	6,559	6,306	6,072	6,260	-0.7%
<b>Salary Part Time: Hoover</b>						
270-2-200-6127 Salary PT - Hoover Grounds	11,731	18,107	18,978	19,432	26,023	37.1%
270-2-201-6127 Salary PT - Hoover Bunkhouse	5,691	9,053	9,489	9,570	13,011	37.1%
270-2-202-6127 Salary PT - Hoover Campsite	2,711	4,530	4,744	5,090	6,506	37.1%
270-2-203-6127 Salary PT - Hoover Meadowhawk	2,893	4,529	4,744	5,403	6,506	37.1%
<b>Salary Part Time: Pickerill Pigott</b>						
270-2-600-6102 Salary PT - Pickerill Pigott						
270-2-000-6115 Board Per Diem	4,410	2,924	3,200	2,970	3,200	
<b>Total Personnel</b>	<b>506,723</b>	<b>605,573</b>	<b>615,212</b>	<b>613,593</b>	<b>669,950</b>	<b>8.9%</b>

## Kendall County Forest Preserve District Operating Fund

ACCOUNT & DESCRIPTION		ACTUAL 2016	ACTUAL 2017	BUDGET 2018	Est. Year End 11/30/2018	BUDGET 2019	% CHANGE IN BUDGET
<b>EMPLOYEE BENEFITS</b>							
270-2-000-6300	IMRF/SS Expense - Administration	22,501	24,308	24,806	26,808	22,929	-7.6%
270-2-200-6300	IMRF/SS Expense - Hoover Grounds	4,951	6,701	7,611	7,754	7,175	-5.7%
270-2-201-6300	IMRF/SS Expense - Hoover Bunkhouse	2,400	3,693	3,805	3,849	3,588	-5.7%
270-2-202-6300	IMRF/SS Expense - Hoover Campsite	1,192	1,725	1,902	1,974	1,794	-5.7%
270-2-203-6300	IMRF/SS Expense - Hoover Meadowhawk	1,220	1,868	1,902	1,976	1,794	-5.7%
270-2-300-6300	IMRF/SS Fund Expense - Env. Education						
270-2-301-6300	IMRF/SS Fund Expense - Env. Education School Programs	4,229	4,400	4,146	4,766	4,685	13.0%
270-2-302-6300	IMRF/SS Fund Expense - Env. Education Camps	1,800	1,922	3,500	2,510	4,000	14.3%
270-2-303-6300	IMRF/SS Fund Expense - Env. Education Natural Beginnings	7,443	8,993	8,490	9,085	6,454	-24.0%
270-2-304-6300	IMRF/SS Fund Expense - Env. Education Other Public Programs	635	838	722	903	800	10.8%
270-2-305-6300	IMRF/SS Fund Expense - Env. Education Laws of Nature	207	286	222	209	800	260.4%
270-2-306-6300	IMRF/SS Fund Expense - Env. Education Other Expenses	6	4	10	392		-100.0%
270-2-500-6300	<b>IMRF/SS Expense - Grounds &amp; Nat. Resources</b>	24,652	28,429	30,430	24,474	26,472	-13.0%
270-2-600-6300	<b>IMRF/SS Expense - Pickerill Pigott</b>					2,285	
270-2-100-6301	IMRF & SS Expense - Ellis House	1,632	1,724	1,308	1,423	1,217	-7.0%
270-2-101-6301	IMRF & SS Expense - Ellis Barn	920	1,177	1,308	1,398	1,217	-7.0%
270-2-102-6301	IMRF & SS Expense - Ellis Grounds	1,928	2,579	2,616	3,029	2,434	-7.0%
270-2-110-6301	IMRF & SS Expense - Ellis Center Camps Expense	461	180	597	399	400	-33.0%
270-2-111-6301	IMRF & SS Expense - Ellis Center Riding Lessons Expense	3,550	3,183	1,982	1,993	2,297	15.9%
270-2-112-6301	IMRF & SS Expense - Ellis Center Birthday Parties Expense	807	438	407	921	500	22.9%
270-2-113-6301	IMRF & SS Expense - Ellis Center Public Programs Expense		187	127	222	400	215.0%
270-2-114-6301	IMRF & SS Expense - Sunrise Center North		1,610	1,541	1,578	1,690	9.7%
270-2-120-6301	IMRF & SS Expense - Ellis Center Weddings Expense	2,967	3,302	566	2,639	2,092	269.6%
270-2-121-6301	IMRF & SS Expense - Ellis Center Other Rentals Expense	18	-				
270-2-130-6301	IMRF & SS Expense - Ellis Center 5K Event Expense	65	-	63			-100.0%
270-2-000-6839	<b>Medical Insurance - Administration</b>	17,633	18,905	33,887	19,945	38,970	15.0%
270-2-200-6839	<b>Medical Insurance - Hoover</b>						
270-2-201-6839	Medical Insurance - Hoover Grounds	9,607	4,858	5,805	5,011	6,676	15.0%
270-2-202-6839	Medical Insurance - Hoover Bunkhouse	4,803	2,429	2,902	2,505	3,337	15.0%
270-2-203-6839	Medical Insurance - Hoover Campsite	2,402	1,215	1,451	1,253	1,669	15.0%
270-2-203-6839	Medical Insurance - Hoover Meadowhawk	2,726	1,215	1,451	1,253	1,669	15.0%
270-2-500-6839	<b>Medical Insurance - Grounds &amp; Nat. Resources</b>	28,063	32,125	35,216	40,503	40,498	15.0%
270-2-000-6838	Transfer to KC General Liability Insurance	42,316	43,325	43,324	43,324	43,088	-0.5%
270-2-000-6838	Insurance Claim Deductible Repayment to KC	64,155		5,000	5,000	5,000	
270-2-000-6859	Insurance Deductible			10,000	10,000	10,000	
<b>Total Employee Benefits</b>		<b>255,285</b>	<b>201,617</b>	<b>237,097</b>	<b>227,094</b>	<b>245,930</b>	<b>3.7%</b>

## Kendall County Forest Preserve District Operating Fund

ACCOUNT & DESCRIPTION		ACTUAL 2016	ACTUAL 2017	BUDGET 2018	Est. Year End 11/30/2018	BUDGET 2019	% CHANGE IN BUDGET
<b>CONTRACTUAL</b>							
270-2-000-6203	Dues/Memberships	1,590	2,035	1,000	1,049	1,200	20.0%
270-2-000-6204	Conferences	1,677	966	2,000	657	2,000	
270-2-500-6207	Telephone - Grounds & Natural Resources	11,040	11,613	10,890	10,213	10,500	-3.6%
270-2-000-6209	Legal Publications	80	483	400	189	400	
270-2-000-6215	Contractual Services (RecPro Software)	1,500	1,600	1,500	2,400	2,250	50.0%
270-2-000-6549	Audit	7,500	7,500	7,500	7,500	7,500	
270-2-500-6847	Refuse Pickup - Grounds & Natural Resources	8,058	7,468	6,750	6,702	6,750	
270-2-000-6834	Farm Lease Contract Expense	683		500		500	
270-2-120-7078	Refuse Pickup - Ellis	1,604	1,271	1,300	1,631	1,500	15.4%
270-2-000-7079	Environmental Education Presenters		1,600	1,600	-		-100.0%
270-2-110-7084	Veterinarian & Farrier - Ellis Camps	1,148		1,000	497	900	-10.0%
270-2-111-7084	Veterinarian & Farrier - Ellis Riding Lessons	2,877	1,614	2,400	1,393	1,800	-25.0%
270-2-112-7084	Veterinarian & Farrier - Ellis Birthday Parties	1,148	1,168	1,000	799	900	-10.0%
270-2-113-7084	Veterinarian & Farrier - Ellis Public Programs						
270-2-120-7089	Event Tent Lease - Ellis Weddings	17,400	15,255	15,255	15,255	15,255	
270-2-000-7090	Credit Card Fee	1		3,300	4,806	4,000	21.2%
<b>Total Contractual</b>		<b>56,305</b>	<b>52,573</b>	<b>56,395</b>	<b>53,090</b>	<b>55,455</b>	<b>-1.7%</b>

# Kendall County Forest Preserve District Operating Fund

ACCOUNT & DESCRIPTION	ACTUAL 2016	ACTUAL 2017	BUDGET 2018	Est. Year End 11/30/2018	BUDGET 2019	% CHANGE IN BUDGET
<b>COMMODITIES</b>						
270-2-000-6200 Office Supplies & Postage	8,283	9,738	10,500	7,985	7,500	-28.6%
270-2-500-6217 Fuel: Gas & Oil Grounds	13,055	11,930	13,500	14,125	13,000	-3.7%
270-2-600-6217 Fuel: Gas & Oil - Pickerill Pigott						
270-2-000-6240 Uniforms	177					
270-2-500-6240 Uniforms	1,631	1,441	1,500	1,526	1,500	
270-2-000-6351 Electric	2,660	3,122	4,000	3,027	3,100	-22.5%
270-2-600-6351 Electric - Pickerill Pigott				4,714	6,000	
270-2-400-6835 Natural Area Volunteer Supplies	72	1,496	500	562	500	
270-2-000-6843 Promotion/Publicity	3,904	7,764	6,000	7,183	5,000	-16.7%
270-2-000-6844 Newsletter	192		400	-	400	
270-2-500-6848 Gas - Grounds & Natural Resources	2,139	3,094	2,000	4,333	3,000	50.0%
270-2-300-6849 Environmental Education		1,283				
270-2-301-6849 Env. Educ. - School Programs Expense	366	207	400	987	1,000	150.0%
270-2-302-6849 Env. Educ. - Camps Expense	4,437	3,051	2,000	1,765	1,750	-12.5%
270-2-303-6849 Env. Educ. - Natural Beginnings Expense	3,213	4,448	4,000	3,065	4,000	
270-2-304-6849 Env. Educ. - Other Public Programs Expense	620	490	500	980	600	20.0%
270-2-305-6849 Env. Educ. - Laws of Nature Expense	815	508	700	437	550	-21.4%
270-2-306-6849 Env. Educ. - Other Expense (Contractual Instr.)	1,250	-				
<b>Utilities &amp; Maintenance - Hoover</b>						
270-2-200-6860 Hoover - Gas	4,067	4,652	5,000	5,219	5,000	
270-2-200-6861 Hoover - Electric	16,366	15,937	18,000	14,832	18,000	
270-2-200-6862 Hoover - Other Utilities	4,748	9,018	6,500	4,022	6,500	
270-2-200-6863 Hoover - Shop Supplies	817	2,531	1,100	2,894	2,000	81.8%
270-2-200-6864 Hoover - Building Maintenance	12,859	10,488	9,800	9,511	9,800	
270-2-200-6865 Hoover - Grounds Maintenance	3,383	6,221	4,500	2,076	4,500	
270-2-200-6866 Hoover - Other Expenses	2,042	2,952	4,000	132	4,000	
<b>Utilities - Ellis</b>						
270-2-100-7076 Utilities - Ellis House	9,679	7,216	6,000	6,757	6,500	8.3%
270-2-101-7076 Utilities - Ellis Barn	3,697	3,563	6,000	5,453	4,600	-23.3%
270-2-102-7076 Utilities - Ellis Grounds						
270-2-100-7077 Office Supplies & Postage - Ellis House	1,408	1,601	1,000	1,389	1,000	
270-2-100-7079 Volunteer Expense - Ellis						
270-2-113-7079 Volunteer Expense - Ellis Public Programs	168	215	300	508	500	66.7%
<b>Promotion/Publicity - Ellis</b>						
270-2-110-7081 Promotion/Publicity - Ellis Camps			250	-	250	
270-2-111-7081 Promotion/Publicity - Ellis Riding Lessons		200	500	435	750	50.0%
270-2-112-7081 Promotion/Publicity - Ellis Birthday Parties			500	-	250	-50.0%
270-2-113-7081 Promotion/Publicity - Ellis Public Programs				-		
270-2-120-7081 Promotion/Publicity - Ellis Weddings	3,190	1,441	2,000	4,446	2,000	
270-2-121-7081 Promotion/Publicity - Ellis Other Rentals				-		
270-2-130-7081 Promotion/Publicity - Ellis Sk		381	500	576	500	
<b>Animal Care &amp; Supplies - Ellis</b>						
270-2-110-7082 Animal Care & Supplies - Ellis Camps	771	95	350	565	1,000	185.7%
270-2-111-7082 Animal Care & Supplies - Ellis Riding Lessons	5,502	2,866	600	3,430	2,000	233.3%
270-2-112-7082 Animal Care & Supplies - Ellis Birthday Parties	851	102	650	840	500	-23.1%
270-2-113-7082 Animal Care & Supplies - Ellis Public Programs		-		-		
270-2-114-7082 Animal Care & Supplies - Sunrise Center North		1,615	3,400	2,467	4,500	32.4%
<b>Horses Acquisition &amp; Tack - Ellis</b>						
270-2-110-7083 Horses Acquisition & Tack - Ellis Camps			40	188	40	
270-2-111-7083 Horses Acquisition & Tack - Ellis Riding Lessons	1,800		40	750	80	100.0%
270-2-112-7083 Horses Acquisition & Tack - Ellis Birthday Parties			80	375	40	-50.0%
270-2-113-7083 Horses Acquisition & Tack - Ellis Public Programs				188		
<b>Uniforms - Ellis</b>						
270-2-110-7086 Uniforms - Ellis Camps	120	90	50	145	75	50.0%
270-2-111-7086 Uniforms - Ellis Riding Lessons	60	90	50	309	135	170.0%
270-2-112-7086 Uniforms - Ellis Birthday Parties		90	50	145	60	20.0%
270-2-113-7086 Uniforms - Ellis Public Programs				-		
270-2-120-7086 Uniforms - Ellis Weddings			50	-	50	
<b>Program Supplies - Ellis</b>						
270-2-110-7087 Program Supplies - Ellis Camps	16	497	600	482	600	
270-2-112-7087 Program Supplies - Ellis Birthday Parties	426	327	700	618	700	
270-2-113-7087 Program Supplies - Ellis Public Programs				-		
270-2-130-7087 Program Supplies - Ellis SK	1,349	134	500	-	250	-50.0%

# Kendall County Forest Preserve District Operating Fund

ACCOUNT & DESCRIPTION	ACTUAL 2016	ACTUAL 2017	BUDGET 2018	Est. Year End 11/30/2018	BUDGET 2019	% CHANGE IN BUDGET
270-2-500-7089 Supplies: Shop - Grounds	3,128	5,516	5,000	7,814	5,000	
270-2-600-7089 Supplies: Shop - Pickerill Pigott				429	500	
<b>Total Commodities</b>	<b>119,259</b>	<b>126,405</b>	<b>124,110</b>	<b>127,687</b>	<b>129,580</b>	<b>4.4%</b>
<b>OTHER</b>						
270-2-000-3913 Contingency			10,000	-	10,000	
270-2-000-6216 Equipment - Administration		130		-		
270-2-500-6216 Equipment - Grounds & Natural Resources	12,863	10,896	12,000	19,096	12,000	
270-2-600-6216 Equipment - Pickerill Pigott				-		
270-2-000-6853 Preserve Improvements	5,820	1,906	1,200	75	1,200	
270-2-500-6837 Preserve Improvements - Grounds & Natural Resources	4,426	4,541	7,500	4,490	5,500	-26.7%
270-2-500-6853 Preserve Improvements - Grounds & Natural Resources	1,200			-		
270-2-600-6853 Preserve Improvements - Pickerell Pigott				-		
270-2-000-6854 Contributions	500			882		
<b>Grounds &amp; Maintenance Equipment - Ellis</b>						
270-2-100-7080 Grounds & Maint. - Ellis House	9,569	7,160	5,500	6,907	5,500	
270-2-101-7080 Grounds & Maint. - Ellis Barn	1,648	3,003	2,000	2,100	2,000	
270-2-102-7080 Grounds & Maint. - Ellis Grounds	6,219	5,920	5,500	3,152	5,500	
270-2-000-7088 Security Deposit Refunds	756	(50)		-		
270-2-120-7088 Security Deposit Refunds - Ellis Weddings	18,425	14,975	4,000	5,500	4,000	
270-2-121-7088 Security Deposit Refunds - Other Rentals			600	-	600	
270-2-200-7088 Security Deposit Refunds - Hoover	8,800	11,615	6,500	12,008	13,000	100.0%
270-2-000-7090 Credit Card Fee Expense	4,439	5,021		-		
270-2-112-7090 Credit Card Fee Expense - Ellis Birthday Parties	100					
270-2-120-7090 Credit Card Fee Expense - Ellis Weddings	1					
<b>Total Other</b>	<b>74,766</b>	<b>65,118</b>	<b>54,800</b>	<b>54,210</b>	<b>59,300</b>	<b>8.2%</b>
<b>Total Expenditures</b>	<b>1,012,338</b>	<b>1,051,286</b>	<b>1,087,614</b>	<b>1,075,675</b>	<b>1,160,215</b>	<b>6.7%</b>
<b>Operating Surplus / (Deficit)</b>	<b>67,976</b>	<b>(7,843)</b>	<b>10,501</b>	<b>29,037</b>	<b>5,715</b>	<b>-45.6%</b>
<b>Ending Balance</b>	<b>317,671</b>	<b>309,829</b>	<b>321,644</b>	<b>346,708</b>	<b>352,423</b>	<b>9.6%</b>

<b>Beginning Balance</b>	<b>249,695</b>	<b>317,672</b>	<b>311,143</b>	<b>317,671</b>	<b>346,708</b>	<b>11.4%</b>
<b>Total Revenue</b>	<b>1,080,314</b>	<b>1,043,443</b>	<b>1,098,115</b>	<b>1,104,712</b>	<b>1,165,930</b>	<b>6.2%</b>
Total Personnel	506,723	605,573	615,212	613,593	669,950	8.9%
Total Employee Benefits	255,285	201,617	237,097	227,094	245,930	3.7%
Total Contractual	56,305	52,573	56,395	53,090	55,455	-1.7%
Total Commodities	119,259	126,405	124,110	127,687	129,580	4.4%
Total Other	74,766	65,118	54,800	54,210	59,300	8.2%
<b>Total Expenditure</b>	<b>1,012,338</b>	<b>1,051,286</b>	<b>1,087,614</b>	<b>1,075,675</b>	<b>1,160,215</b>	<b>6.7%</b>
<b>Surplus / (Deficit)</b>	<b>67,976</b>	<b>(7,843)</b>	<b>10,501</b>	<b>29,037</b>	<b>5,715</b>	<b>-45.6%</b>
<b>Ending Balance</b>	<b>317,671</b>	<b>309,829</b>	<b>321,644</b>	<b>346,708</b>	<b>352,423</b>	<b>9.6%</b>

ACCOUNT & DESCRIPTION	ACTUAL 2016	ACTUAL 2017	BUDGET 2018	Est. Year End 11/30/2018	BUDGET 2019	% CHANGE IN BUDGET
<b>Beginning Balance</b>	842,469	842,469	843,687	842,469	854,804	1.3%
REVENUE						
280-1-000-1135 Interest Income		2,740	7,500	12,335	10,000	
280-1-000-1320 Project Fund Revenue - Subat FP						
Total Revenue	0	2,740	7,500	12,335	10,000	33.3%
EXPENDITURE						
280-2-000-6850 Project Fund Expense - Subat FP						
Total Expenditure	0	0	0	0	0	
<b>Revenue over/(under) Expenditure</b>	0	2,740	7,500	12,335	10,000	
<b>Ending Balance</b>	842,469	845,209	851,187	854,804	864,804	1.6%



ACCOUNT & DESCRIPTION		ACTUAL 2016	ACTUAL 2017	BUDGET 2018	Est. Year End 11/30/2018	BUDGET 2019	% CHANGE IN BUDGET
<b>Beginning Balance</b>		1,008,685	1,691,965	1,597,267	1,536,962	1,429,563	-10.5%
<b>REVENUE</b>							
950-1-000-1135	Interest Income	494	820	600	1,985	1,500	
950-1-000-1335	Donations			50,000	1,148	32,000	
950-1-000-1515	Project Fund Deposit	14,205	96,620		0		
950-1-000-1515	Land Acquisition Grant - TCF				2,250		
950-1-000-1515	Project Fund Deposit - Pollinator Grant NFWF				15,000		
950-1-000-1515	Project Fund Deposit - Maramech Restoration F&W			5,000			
950-1-000-1515	Project Fund Deposit - FEMA		28,516				
950-1-000-1515	Land Acquisition Grant - Grand Victoria					177,100	
950-1-000-1516	Project Fund Deposit - RTP					316,500	
950-1-000-1517	Land Acquisition Grant - OSLAD	750,000		748,250	652,633	150,000	
950-1-000-1518	KC Hwy Mitigation					42,000	
950-1-000-1519	Hoover Easements					36,000	
950-1-000-1520	Land Acquisition Grant - ICECF	2,000				30,000	
950-1-000-1521	Project Fund Deposit - The Morton Arb. - USFS					23,177	
950-1-000-1522	Trail Improvement Escrow Account			23,177			
<b>Total Revenue</b>		766,699	125,956	827,027	673,017	808,277	-2.3%
<b>EXPENDITURE</b>							
950-2-000-6101	Salaries	506		2,500		2,500	
950-2-100-6200	Bond Disclosure Fee					1,900	
950-2-000-6850	Project Fund Expense	16,724	280,960	499,334	130,415	416,865	
950-2-000-6851	Equipment Replacement Contingency			71,950		70,000	
950-2-200-6851	Equipment Replacement - Hoover					11,950	
950-2-400-6855	Natural Areas Management	2,496		15,000		73,000	
950-2-400-6856	Natural Areas Supplies			5,000			
950-2-000-6857	Land Acquisition			798,250	650,000		
950-2-000-6858	Preserve Improvements/Master Planning	23,145		137,349		1,380,052	
950-2-200-6858	Preserve Improvements/Master Planning - Hoover					31,500	
950-2-000-6859	Building Improvements/Demolition	31,398		99,000		124,470	
950-2-100-6859	Building Improvements/Demolition - Ellis					60,000	
950-2-200-6859	Building Improvements/Demolition - Hoover					19,000	
950-2-000-6860	Cropland Conversion	9,149		30,570			
<b>Total Expenditure</b>		83,418	280,960	1,658,953	780,415	2,191,237	32.1%
<b>Revenue over/(under) Expenditure</b>		683,281	(155,004)	(831,926)	(107,398)	(1,382,960)	
<b>Ending Balance</b>		1,691,965	1,536,962	765,341	1,429,563	46,603	-93.9%

ACCOUNT & DESCRIPTION		ACTUAL 2016	ACTUAL 2017	BUDGET 2018	Est. Year End 11/30/2018	BUDGET 2019	% CHANGE IN BUDGET
<b>Beginning Balance</b>		866,887	883,431	894,224	894,490	802,784	-10.2%
REVENUE							
320-1-000-1100	Current Tax	391,081	397,918	402,900	300,220	412,550	
320-1-000-1135	Interest Income	663	667	500	924	500	
	Total Revenue	391,744	398,584	403,400	301,144	413,050	2.4%
EXPENDITURE							
320-2-000-6650	Other Expenditure						
320-2-000-6865	Debt Service - Interest 2003	38,625					
320-2-000-6870	Debt Service - Principal 2003						
320-2-000-6875	Debt Service - Interest 2012	41,575	72,525	62,850	62,850	52,725	
320-2-000-6880	Debt Service - Principal 2012	295,000	315,000	330,000	330,000	345,000	
	Total Expenditure	375,200	387,525	392,850	392,850	397,725	1.2%
<b>Revenue over/(under) Expenditure</b>		16,544	11,059	10,550	(91,706)	15,325	
<b>Ending Balance</b>		883,431	894,490	904,774	802,784	818,109	-9.6%

ACCOUNT & DESCRIPTION		ACTUAL 2016	ACTUAL 2017	BUDGET 2018	Est. Year End 11/30/2018	BUDGET 2019	% CHANGE IN BUDGET
<b>Beginning Balance</b>		3,520,001	3,678,868	4,161,499	4,153,241	3,115,437	-25.1%
REVENUE							
960-1-000-1100	Current Tax	3,769,358	4,023,390	4,028,823	3,231,780	3,846,068	
960-1-000-1135	Interest Income	846	936	500	1,478	500	
960-1-000-1621	Refunding Bond Issue	234,019					
960-1-000-1622	Refunding Cost of Issuance	3,691					
Total Revenue		4,007,914	4,024,326	4,029,323	3,233,258	3,846,568	-4.5%
EXPENDITURE							
960-2-000-6650	Other Expenditure						
960-2-000-6865	Debt Service - Interest 2007	1,714,675	658,944	52,500	52,500		
960-2-000-6870	Debt Service - Principal 2007	1,500,000	1,700,000	2,100,000	2,100,000		
960-2-000-6875	Debt Service - Interest 2015	409,371	358,355	357,676	663,463	356,953	
960-2-000-6880	Debt Service - Principal 2015	225,000	40,000	40,000	40,000	45,000	
960-2-000-6885	Debt Service - Interest 2016		340,639	305,788		302,088	
960-2-000-6890	Debt Service - Principal 2016		280,000	90,000	90,000	95,000	
960-2-000-6895	Debt Service - Interest 2017		172,015	945,100	945,100	880,250	
960-2-000-6900	Debt Service - Principal 2017			380,000	380,000	2,290,000	
Total Expenditure		3,849,046	3,549,953	4,271,064	4,271,063	3,969,291	-7.1%
<b>Revenue over/(under) Expenditure</b>		158,868	474,373	(241,742)	(1,037,805)	(122,723)	-49.2%
<b>Ending Balance</b>		3,678,868	4,153,241	3,919,758	3,115,437	2,992,714	-23.7%

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Truth in Taxation and FY 19 Preliminary Budget Public Notice

Date: October 25, 2018

Below, please find the truth in taxation public notice that will be published following approval of the District's FY19 Preliminary Budget:

The proposed Kendall County Forest Preserve District General Fund levy for FY18-19, scheduled for approval by the Board of Commissioners on November 20, 2018 is \$590,374, and was \$572,576 for FY17-18.

This represents a 3.015% increase over the total levy from the previous year.

The property taxes extended for debt service for FY 18-19 is \$4,258,618, and was \$4,431,723 for FY 17-18.

The total property taxes extended for FY 17-18 was \$5,004,299. The estimated total property taxes to be levied for FY 18-19 are \$4,848,992.

This represents an overall 3.1% decrease over the previous year.

The FY19 preliminary budget for the Kendall County Forest Preserve District is available for public inspection at the District's main office, 110 W. Madison Street, Yorkville, IL 60560, or online at <https://www.co.kendall.il.us/forest-preserve/transparency/>.

**Calculate Numerator**

Calculate  
Denominator

C:\Users\dguritz\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\KSNKNZ4D\FP Levy 2019

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Baker Woods 3-Year Farm License Agreement Cover Report

Date: October 25, 2018

The District received two bids for the farming of 106.7-acres at Baker Woods Forest Preserve.

The high base-rent bid was received from Kyle Connell, submitting a bid of \$207 per acre for a total annual base-rent payment of \$22,086.90, plus a calculated yield payment per contract.

Dan and Don Roberts also submitted a bid for \$202 per acre.

The Baker Woods Forest Preserve field located northeast of Aux Sable Creek is accessible to Kyle Connell using the Route 52 rest area drive without significant impact. Kyle Connell is farming the adjacent field which borders the District's field to the south

**Recommendation:**

Following discussion, consider a motion to approve agreement #18-10-001 for a 3-year farm license with Kyle Connell of Morris, Illinois for 106.7 tillable acres at Baker Woods Forest Preserve for an annual base rent payment of \$207.00 per acre, plus a calculated yield payment.

**FARM LEASE AGREEMENT #18-10-001**

**Baker Woods Forest Preserve**

This AGREEMENT is made this 25TH day of October, 2018 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Lessor, and Kyle Connell, of 7485 Nettle Creek Road, Morris, Illinois, 60450, Lessee, including all heirs and assigns.

WHEREAS, the Lessor is the owner of certain lands situated in the County of Kendall, Township of Seward and State of Illinois described as:

PIN#s:           Field A and B: 09-16-200-013  
                  Field C: 09-10-300-002 and 09-09-400-003

WHEREAS, Lessee desires to use the above-described real estate for farming purposes and Lessor desires to have the real estate farmed.

WHEREAS, both Lessee and Lessor hereby agree that there are 106.7 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Lessor hereby grants to the Lessee a farm lease in exchange for the following goods, services, and considerations, submitted as a use fee for a term of three (3) years, beginning on January 1, 2019, and ending on December 31, 2021 subject to the conditions and limitations hereinafter mentioned.

Lessee shall pay Lessor a **Base Rate** of \$207.00 (two-hundred and seven dollars) per tillable acre for each of the three years of the lease agreement. The Base Rate shall be payable no later than May 30 within each of the three lease years, and Lessee agrees that failure to pay by this date may terminate this Lease Agreement.

Lessee shall pay Lessor a **Flexible Rate** equal to:  
(((Average Grain Price - Basis) x Yield) + Crop Insurance) x 33.33%) - Base Rent  
(See Exhibit A for example.)

Average Grain Price shall be calculated by utilizing the closing price on the Chicago Board of Trade futures market on the first trading day of each month from January through October. The Basis shall be fixed at \$0.30 for corn and \$0.40 for soybeans.

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page one of this agreement.

Crop Insurance shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Lessee, less the premiums paid on such policy(s).

The Flexible Rate is payable on or before December 31 of each Lease year. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Lessor.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. The “Baker Woods Forest Preserve – 2019 through 2021 Farm Lease Agreement Call for Proposals” information packet and base rent bid sheet submitted by the Lessee is incorporated into and made part of this agreement as Exhibit B.
3. This Agreement grants only a contractual lease to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Lessee and no such rights shall vest in any of Lessee’s employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Lessee any legal or equitable interest in the Subject Property.
4. Lessor makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Lessee to pay such taxes as are incurred during the term of this lease. In the event the Subject Property becomes taxable at any time during the term of this Lease, Lessee shall be required to pay those taxes that are incurred during the term of this Lease. At the termination of this Agreement, Lessee shall pay tax incurred during the term of this lease, though not yet due and owing. Where taxes have yet to be determined, Lessee shall pay the estimated taxes based on 100% of the previous year’s taxes. Any such taxes shall be prorated as needed.
5. The Lessor agrees that the Lessee may, without further license on the part of the Lessor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Lessee is responsible for maintaining the soil according to the methods adopted in Lessee’s farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Lessor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
6. The Lessee has inspected the Subject Property prior to signing this Agreement and accepts the condition of this “as is.”
7. The Lessee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
8. Lessee shall keep and provide to the Lessor the following records:
  - A. Soil Samples – The Lessee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Lessor. Soil test results shall be due to the Lessor by July 1. The Lessee shall apply the minimum amount of fertilizer required to maintain the soil fertility based on the following:
    - i. For corn, elemental P (phosphorus) shall be maintained at 80 pounds per acre and elemental K (potassium) shall be maintained at 50 pounds per acre.
    - ii. For soybeans, elemental P (phosphorus) shall be maintained at 50 pounds per acre and elemental K (potassium) shall be maintained at 75 pounds per acre.



- B. Global Positioning System data of crops and yields harvested.
  - C. Fertilizers and rates applied.
  - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
9. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Lessee's expense for product and application. No carry over credit will be allowed from previous year's application.
10. If Lessee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Lessee farms the Subject Property for a period less than four (4) years, the Lessor will reimburse the Lessee for the cost of the limestone less the total annual depreciation. Lime shall be applied when soil pH is less than 6.2.
11. The Lessee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Lessor. Lessee shall provide grain sheets to Lessor.
- A. \_\_\_\_\_
  - B. \_\_\_\_\_
  - C. \_\_\_\_\_
12. It is agreed that the tillable land on this farm should be devoted to row crops. The Lessor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Lessee at the inception of this Lease with a seed mix approved by Lessor. Lessor shall provide map to Lessee showing buffer areas to be planted.
13. Pesticide Use
- A. Lessee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Lessee shall supply Lessor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Lessee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Lessor with a copy thereof.
  - B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
  - C. Lessee shall provide Lessor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
  - D. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application. Use of atrazine (weed control) and neonicotinoid pesticides (seed treatments including imidacloprid, thiamethoxam, and clothianidin formulas) are prohibited from application within the license area.

- E. Lessee is responsible, at the Lessee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Lessor.
- 14. Lessee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.
- 15. The Lessee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm in a careful and prudent manner.
- 16. Upon termination of this Agreement, Lessor may request the Lessee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing. Financial arrangement shall be mutually agreed upon by Lessor and Lessee should these services be requested.
- 17. Lessor reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Lessee, as provided in this Lease.
- 18. The Lessee agrees that this Lease is purely a personal lease to use the Subject Property for farming purposes. The Lessor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Lessee. In the event of any termination, Lessor shall pay the Lessee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Lessee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, and fertilizer and pesticide costs, as provided in this section, Lessee hereby waives its rights to request or seek any other amount from Lessor in the event the License granted herein is terminated.
- 19. Insurance & Liability
  - A. The Lessee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Lessor. Lessee shall purchase insurance with said company naming the Lessor as additional insured on the liability policy. Proof of such coverage must be on file with the Lessor on or before March 30th of the first year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Lessee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
  - B. Lessee shall obtain and maintain, at the Lessee's expense, appropriate and adequate insurance coverage for the Lessee's personal property in amounts determined by the Lessee to be adequate. Lessee shall provide a copy of all insurance policies to Lessor upon request of Lessor.
  - C. Lessee shall hold harmless, indemnify, and defend the Lessor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys'

fees, on account of (a) any failure on the part of the Lessee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Lessee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Lessee pursuant to this Agreement.

20. This Lease is not assignable or transferable to any person, company, or corporation, in whole or in part.

21. It is mutually agreed that the Lessee is an independent contractor, not subject to the control of the Lessor and is not an employee of the Lessor.

22. Lessee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Lessee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Lessor may, at Lessor's option, terminate this Agreement or direct Lessee to remove any such lien from the subject property. Lessee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Lessee, and shall be reimbursed by Lessee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.

23. Lessee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

24. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.

25. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

26. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

27. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

Lessor:

Kendall County Forest Preserve District

By: \_\_\_\_\_  
Judy Gilmour, President

Date: \_\_\_\_\_

Lessee:

By: \_\_\_\_\_  
Kyle Connell, Farm Operator

Date: \_\_\_\_\_

Exhibit A

Flexible Rate Calculation Example

For the following values for a 100 acre site with a base rent of \$200 per acre:

Average grain price = Corn \$5 per bushel

Basis = \$0.30 per bushel

Yield = 200 bushels per acre x 100 acres = 20,000 bushels

Crop Insurance = 0

Base Rent = 100 acres x \$200 per acre = \$20,000

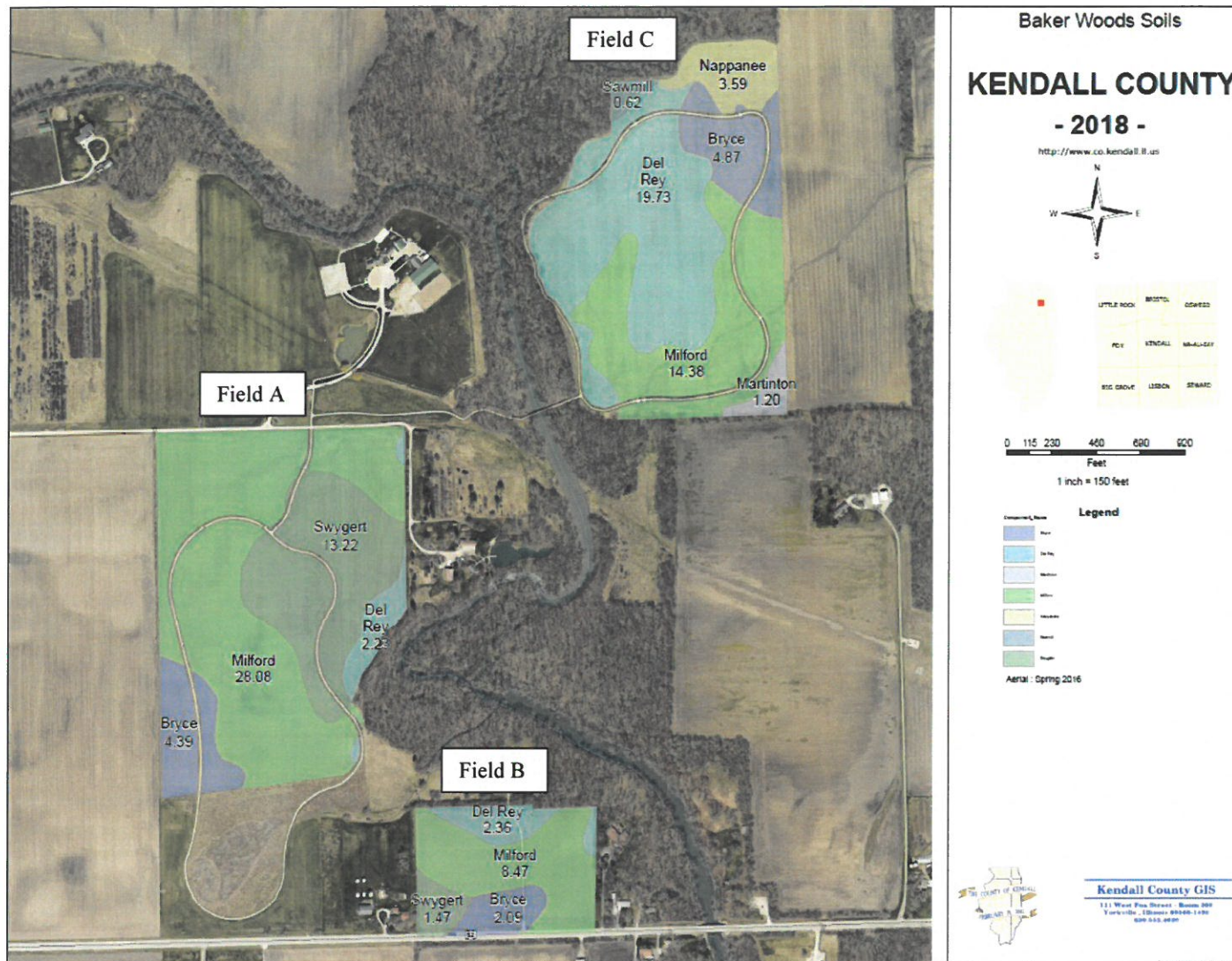
$$(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\%) - \text{Base Rent}$$

$$(((\$5 - \$0.30) \times 20,000) + 0) \times 33.33\% - \$20,000 = \$11,330.20$$

The base rate amount is due May 30.

The flexible rate amount is due December 31.





SOIL TYPES AND ACRES BY PARCEL		
Farm Parcel	Soil Type	Total Acres
<b>FIELD A (2018 Crop – Corn)</b>		
<u>Parcel # 09-16-200-003</u>	Bryce	4.39
	Del Rey	2.23
	Milford	28.08
	Swygert	13.22
<b>FIELD B (2018 Crop – Corn)</b>		
<u>Parcel # 09-16-200-003</u>	Bryce	2.09
	Del Rey	2.36
	Milford	8.47
	Swygert	1.47

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Hoover Supervisor and Resident – Residence Lease Agreement Renewal

Date: October 25, 2018

District staff is recommending renewal of the residence lease agreement with Jay Teckenbrock, Hoover Supervisor and Resident, with the monthly rent payment remaining \$250.00 per month.

The term of the agreement will be one year beginning December 1, 2018.

Recommendation:

District staff recommends approval of a motion to renew a 1-year lease agreement with Jay Teckenbrock effective December 1, 2018 through November 30, 2019 for a \$250.00 monthly rent payment.

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

**THIS AGREEMENT** ("Lease Agreement") is made and entered into this 25th day of October 2018, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, ("Employee-Tenant") and Jay Teckenbrock (referred to as "Tenant"), an individual currently residing at the Hoover Forest Preserve Residence, 11285 W. Fox Road, Yorkville, IL 60560, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. PURPOSE.**

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

**2. PROPERTY.**

2.1 Leased Property. District owns certain real property and improvements consisting of the Residence. District desires to lease the Residence to Tenants upon the terms and conditions contained herein. Tenants desire to lease the Residence from District on the terms and conditions contained herein.

2.2 Personal Property. The District and Tenants each agree that any personal property, such as equipment, furniture, or other non-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 December 1, 2018 with both parties' execution of this Lease Agreement, and shall terminate immediately upon (a) the Employee-Tenant's separation of employment from the District; (b) the Employee-Tenant's reassignment to a different position at the District; or (c) one (1) year from the Lease Agreement commencement date of December 1, 2018 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 anytime and waive the thirty (30) days written notice.

**4. RENT.**

4.1 Rent. The rent for the Residence shall be four hundred sixty-four dollars and thirty-one cents (\$464.31) per week. This amount includes the cost of Utilities as discussed in section 12 of this Lease Agreement. The weekly rent payment shall be due and owing on the Saturday immediately following the conclusion of the weekly rental period. For purposes of this Agreement, a week shall be Saturday through Friday. The parties agree that only a single monthly rent payment of two hundred and fifty dollars (\$250.00) shall be due and owing from Tenants to the District in any month that Employee-Tenant is employed by the District. The balance of the weekly rent value shall be considered a part of the Employee-Tenant's total compensation package during his or her employment with the District as Grounds Supervisor and Resident. Weekends and holidays do not delay or excuse Tenants' obligation to timely pay rent.

4.2 Delinquent Rent. Rent is due no later than the first day of each month. If not paid by the due date, rent shall be considered overdue and delinquent. If Tenant fails to timely pay any monthly rent payment, Tenant will pay District a late charge of \$25.00 per day until rent is paid in full. If the District receives the rent within two (2) calendar days of the Due Date, the District will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy the District may exercise for Tenants' failure to timely pay rent.

4.3. Returned Checks. In the event any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$25.00 to District for each such check, plus late charges, as described above, which will accrue until District has **received** payment. Furthermore, District may require in writing that Tenants pay all future Rent payments by cash, money order, or cashier's check.

4.4. Order in which funds are applied. The District will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, and brokerage fees, then to rent, regardless of any notations on a check.

## **5. SECURITY DEPOSIT.**

5.1 Amount. Tenant has previously deposited with the District the sum of one-thousand dollars and no cents (\$1,000.00), receipt of which is hereby acknowledged by the District, as security for any damage caused to the Residence during the term hereof.

5.2 Refund. Upon termination of the Lease Agreement, all funds held by the District as security deposit may be applied to the payment of accrued rent and the amount of damages that the District has suffered by reason of the Tenants' noncompliance with the terms of this Lease Agreement or with any and all federal, State, or local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence.

### **A. Deductions.**

District may deduct reasonable charges from the security deposit for:

- (1) Unpaid or accelerated rent;
- (2) Late charges;
- (3) Unpaid utilities;
- (4) Costs of cleaning, deodorizing, and repairing the Residence and its contents for which Tenants are responsible;
- (5) Pet violation charges;
- (6) Replacing unreturned keys, garage door openers, or other security devices;
- (7) The removal of unauthorized locks or fixtures installed by Tenants;
- (8) Insufficient light bulbs;
- (9) Packing, removing, and storing abandoned property;
- (10) Removing abandoned or illegally parked vehicles;
- (11) Attorney fees and costs of court incurred in any proceeding against Tenants;
- (12) Any fee due for early removal of an authorized keybox; or
- (13) Other amounts Tenants are responsible to pay under this Lease Agreement.

B. If deductions exceed the security deposit, Tenants will pay to District the excess within ten (10) calendar days after District makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, and brokerage fees, then to any unpaid rent.

## **6. USE OF RESIDENCE.**

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

**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 anytime 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 land-line telephone ("Utilities"). Tenants are responsible for all other desired services.

12.2 Failure, Stoppage, or Interruptions. District shall not be liable for, and Tenants shall not be entitled to, any damages, abatement, or reduction in rent value by reason of any interruption or failure in the supply of utilities, including, but not limited to interruptions or failures caused by lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenants, nor shall it relieve Tenants from any obligation to perform any covenant or agreement under this Lease Agreement. In the event of any failure, stoppage, or interruption of utilities or services, District's shall use its reasonable efforts to attempt to restore all services promptly.

12.3 Installation of Equipment. Tenants agree that they shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Residence, and that if equipment installed by Tenants requires additional utility facilities, installation of the same shall be at Tenants' expense, but only after District's written approval of same.

12.4 Compliance & Modifications. District shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. District reserves the right from time to time to make modifications to the utility systems serving the Residence.

**13. MAINTENANCE, REPAIR, AND RULES.**

13.1 Maintenance Obligations. Tenants will, at their sole expense, keep and maintain the Residence and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement and any renewal thereof. These obligations include, but are not limited to the following requirements:

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- C. Maintain the grounds and lawn area of the Residence, including regularly mowing the lawn.
- D. Not obstruct or cover the windows or doors;
- E. Not leave windows or doors in an open position during any inclement weather;
- F. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;

- G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of District;
- H. Keep all air conditioning filters clean and free from dirt;
- I. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants;
- J. Ensure Tenants' family and guests at all times maintain order in the Residence and at all places on the Residence, and shall not make or permit any loud or improper noises, or otherwise disturb other visitors and District users;
- K. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other District users;
- L. Deposit all trash, garbage, rubbish or refuse in the locations provided at the Residence and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the Residence;
- M. Abide by and be bound by any and all rules and regulations affecting the Residence or Tenants which may be adopted or promulgated by the District's Board of Commissioners.

13.2 Mechanics Liens. Tenants shall keep the Residence free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenants or for persons claiming under Tenants, and Tenants shall defend District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, with counsel of District's choosing, indemnify and save District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, free and harmless from and against any claims arising from or relating to the same.

#### **14. DAMAGE TO RESIDENCE.**

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

#### **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. The parties further agree that the previous agreement dated December 2, 2015 is hereby rescinded in its entirety.

**31. NOTICE.**

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

**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 25th day of October, 2018.**

DISTRICT:

Sign: \_\_\_\_\_  
Judy Gilmour, President

Print: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
David Guritz, Executive Director

**As to Tenant, this 25th day of October, 2018.**

TENANT:

Sign: \_\_\_\_\_  
Jay Teckenbrock, Grounds Supervisor and Resident

Print: \_\_\_\_\_ Date: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Ellis Resident and Caretaker – Residence Lease Agreement Renewal

Date: October 25, 2018

District staff is recommending renewal of the studio apartment lease agreement with Shannon Prette, Ellis Resident and Caretaker, with the monthly rent payment remaining \$346.67 per month.

The term of the agreement will be one year beginning December 1, 2018.

Recommendation:

District staff recommends approval of a motion to renew a 1-year lease agreement with Shannon Prette effective December 1, 2018 through November 30, 2019 for a \$346.67 monthly rent payment.

**Kendall County Forest Preserve District  
Ellis House Caretaker  
Lease Agreement**

**THIS AGREEMENT** ("Lease Agreement") is made and entered into this 25TH day of October 2018, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, ("Employee-Tenant") and Shannon Prette (referred to as "Tenant"), an individual currently residing at the Ellis House, 13986 McKanna Rd, Minooka, IL 60447, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. PURPOSE.**

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

**2. PROPERTY.**

2.1 Leased Property. District owns certain real property and improvements consisting of the Residence. District desires to lease the Residence to Tenants upon the terms and conditions contained herein. Tenants desire to lease the Residence from District on the terms and conditions contained herein.

2.2 Personal Property. The District and Tenants each agree that any personal property, such as equipment, furniture, or other non-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 December 1, 2018 and shall terminate immediately upon (a) the Employee-Tenant's separation of employment from the District; (b) the Employee-Tenant's reassignment to a different position at the District; or (c) one (1) year after the date of commencement of December 1, 2018 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 anytime and waive the thirty (30) days written notice.

**4. RENT.**

4.1 Rent. The rent for the Residence shall be eighty (\$80.00) per week. This amount includes the cost of Utilities as discussed in Section 12 of this Lease Agreement. The weekly rent payment shall be due and owing on the Saturday immediately following the conclusion of the weekly rental period. For purposes of this Agreement, a week shall be Saturday through Friday. The parties agree that only a single monthly rent payment of three hundred forty six dollars and sixty-seven cents (\$346.67) shall be due and owing from Tenants to the District in any month that Employee-Tenant is employed by the District. The balance of the weekly rent value shall be considered a part of the Employee-Tenant's total compensation package during his or her employment with the District as Ellis House Caretaker. Weekends and holidays do not delay or excuse Tenants' obligation to timely pay rent.

4.2 Delinquent Rent. Rent is due no later than the first day of each month. If not paid by the due date, rent shall be considered overdue and delinquent. If Tenant fails to timely pay any monthly rent payment, Tenant will pay District a late charge of \$25.00 per day until rent is paid in full. If the District receives the rent within two (2) calendar days of the Due Date, the District will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy the District may exercise for Tenants' failure to timely pay rent.

4.3. Returned Checks. In the event any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$25.00 to District for each such check, plus late charges, as described above, which will accrue until District has **received** payment. Furthermore, District may require in writing that Tenants pay all future Rent payments by cash, money order, or cashier's check.

4.4. Order in which funds are applied. The District will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, and brokerage fees, then to rent, regardless of any notations on a check.

## **5. SECURITY DEPOSIT.**

5.1 Amount. Tenant has deposited with the District the required sum of two-hundred fifty dollars and no cents (\$250.00), as security for any damage caused to the Residence during the term hereof.

5.2 Refund. Upon termination of the Lease Agreement, all funds held by the District as security deposit may be applied to the payment of accrued rent and the amount of damages that the District has suffered by reason of the Tenants' noncompliance with the terms of this Lease Agreement or with any and all federal, State, or local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence.

### **A. Deductions.**

District may deduct reasonable charges from the security deposit for:

- (1) Unpaid or accelerated rent;
- (2) Late charges;
- (3) Unpaid utilities;
- (4) Costs of cleaning, deodorizing, and repairing the Residence and its contents for which Tenants are responsible;
- (5) Pet violation charges;
- (6) Replacing unreturned keys, garage door openers, or other security devices;
- (7) The removal of unauthorized locks or fixtures installed by Tenants;
- (8) Insufficient light bulbs;
- (9) Packing, removing, and storing abandoned property;
- (10) Removing abandoned or illegally parked vehicles;
- (11) Attorney fees and costs of court incurred in any proceeding against Tenants;
- (12) Any fee due for early removal of an authorized keybox; or
- (13) Other amounts Tenants are responsible to pay under this Lease Agreement.

B. If deductions exceed the security deposit, Tenants will pay to District the excess within ten (10) calendar days after District makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, and brokerage fees, then to any unpaid rent.

## **6. USE OF RESIDENCE.**

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

## **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 anytime 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, phone and natural gas ("Utilities"). Tenants are responsible for all other desired services.

12.2 Failure, Stoppage, or Interruptions. District shall not be liable for, and Tenants shall not be entitled to, any damages, abatement, or reduction in rent value by reason of any interruption or failure in the supply of utilities, including, but not limited to interruptions or failures caused by lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenants, nor shall it relieve Tenants from any obligation to perform any covenant or agreement under this Lease Agreement. In the event of any failure, stoppage, or interruption of utilities or services, District's shall use its reasonable efforts to attempt to restore all services promptly.

12.3 Installation of Equipment. Tenants agree that they shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Residence, and that if equipment installed by Tenants requires additional utility facilities, installation of the same shall be at Tenants' expense, but only after District's written approval of same.

12.4 Compliance & Modifications. District shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. District reserves the right from time to time to make modifications to the utility systems serving the Residence.

## **13. MAINTENANCE, REPAIR, AND RULES.**

13.1 Maintenance Obligations. Tenants will, at their sole expense, keep and maintain the Residence and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement and any renewal thereof. These obligations include, but are not limited to the following requirements:

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- C. Not obstruct or cover the windows or doors;
- D. Not leave windows or doors in an open position during any inclement weather;
- E. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- F. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of District;
- G. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such

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

- H. Ensure Tenants' family and guests at all times maintain order in the Residence and at all places on the Residence, and shall not make or permit any loud or improper noises, or otherwise disturb other visitors and District users;
- I. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other District users;
- J. Deposit all trash, garbage, rubbish or refuse in the locations provided at the Residence and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the Residence;
- K. Abide by and be bound by any and all rules and regulations affecting the Residence or Tenants which may be adopted or promulgated by the District's Board of Commissioners.

13.2 Mechanics Liens. Tenants shall keep the Residence free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenants or for persons claiming under Tenants, and Tenants shall defend District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, with counsel of District's choosing, indemnify and save District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, free and harmless from and against any claims arising from or relating to the same.

#### **14. DAMAGE TO RESIDENCE.**

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

#### **15. ACCESS BY DISTRICT.**

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

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

D. Exercise a contractual or statutory lien;

E. Leave written notice; or

F. Seize non-exempt property after default.

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

#### **16. RENTERS' INSURANCE**

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

#### **17. SUBORDINATION OF LEASE AGREEMENT.**

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

#### **18. ANIMALS.**

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

#### **19. WATERBEDS.**

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

#### **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. The parties further agree that the previous agreement dated December 2, 2015 is hereby rescinded in its entirety.

**31. NOTICE.**

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

**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 25th day of October, 2018.**

DISTRICT:

Sign: \_\_\_\_\_  
Judy Gilmour, President

Print: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
David Guritz, Executive Director

**As to Tenant, this 25th day of October, 2018.**

TENANT:

Sign: \_\_\_\_\_  
Shannon Prette

Print: \_\_\_\_\_ Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
Attest

Print: \_\_\_\_\_ Date: \_\_\_\_\_

To: Kendall County Forest Preserve District Board of Commissioners  
From: David Guritz, Director  
RE: Hoover Forest Preserve – Illinois Clean Energy Community Foundation  
Community Restoration Challenge Grant  
Date: October 25, 2018

District staff is recommending approval of a proposal from Pizzo and Associates, LTD for oak woodland invasive species clearing at Hoover Forest Preserve.

Quotes were received from competing firms for full-day 4-person restoration work crews as follows:

Pizzo and Associates	\$1,520 per work day
SemperFi Land, Inc.	\$1,800 plus herbicide costs per work day
Arborworks, Inc.	\$2,200 per work day
Natural Resources Management, Inc.	\$3,000 per work day

This restoration clearing effort is part of first-phase implementation of the Forest Foundation of Kendall County's Community Restoration Challenge Grant project and award from the Illinois Clean Energy Community Foundation.

The Forest Foundation has raised sufficient funds for this first effort. The Board of Trustees approved a motion to forward a recommendation to approve the Pizzo and Associates, LTD proposal to the Board of Commissioners at the Foundation's October 11, 2018 Board meeting.

The Foundation will fully reimburse the District for restoration project costs incurred in FY19.

Should the Foundation secure additional challenge grant matching funds, a request may be received to increase the number of restoration work days.

#### Recommendation:

District staff recommends approval of a proposal from Pizzo and Associates, LTD for completion of 8-full work days performed by a 4-person restoration work crew for a cost of \$1,520 per day, and not-to-exceed extended cost of \$12,160.00.



## PROPOSAL FOR WORK

### PIZZO & ASSOCIATES, LTD.

Ecological Restoration & Planning  
10729 Pine Road, PO Box 98  
Leland, IL 60531  
PH: 815.495.2300 / FX: 815.498.4406

Project Number:	118134-P-FDK
Project Ecologist:	Seth Crackel
Mobile Phone:	815-826-0506
e-mail Address:	sethc@pizzo.info

#### PROJECT:

Project Name:	Hoover Forest Preserve - Clearing Options
Project Address:	11285 W Fox Rd Yorkville, IL
Project Contact:	Dave Guritz Kendall County Forest Preserve District Director

#### Proposal Based On:

Wage Rate:	Standard
Taxes Included:	No

#### Project Estimate:

Hoover Forest Preserve - Woody Clearing Full & Half Day Options

#### WORK SHALL INCLUDE:

BASE BID:					
Item #	Item Description	Unit	Qty	Unit price	Lump Sum Cost
1	<b>Kendall County Forest Preserve District "Hoover Preserve" - 2018/2019 Winter Woody Clearing Full-Day Option</b> (Includes; 4 crew members for an eight (8) hour day working onsite, where three (3) people will be cutting and one (1) person will be applying an appropriate herbicide to the cut stumps. Does not include removal of or burning of the cut material. All cut material will be left onsite where it was cut. Pricing includes all labor and materials necessary to complete the referenced work. Work will be billed lump sum \$1,520.00 per full-crew day worked upon completion.)	Lump Sum	1	\$1,520.00	\$1,520.00
2	<b>Kendall County Forest Preserve District "Hoover Preserve" - 2018/2019 Winter Woody Clearing Half-Day Option</b> (Includes; 4 crew members for a four (4) hour day working onsite, where three (3) people will be cutting and one (1) person will be applying an appropriate herbicide to the cut stumps. Does not include removal of or burning of the cut material. All cut material will be left onsite where it was cut. Pricing includes all labor and materials necessary to complete the referenced work. Work will be billed lump sum \$860.00 per half-crew day worked upon completion.)	Lump Sum	1	\$860.00	\$860.00
<b>TOTAL</b>	<b>BASE BID</b>				<b>\$ 2,380.00</b>

Note: Proposal is based on Standard Wages and does not include provisions for Prevailing, Union, Davis-Bacon, "Living", or any other alternative wage rates for any portion of the above referenced work.

Note: We are not aware of any specific performance criteria or specifications related to the completion of this work. Should they exist, we reserve the right to amend our pricing as necessary in order to meet said criteria.

Note: Removal of deleterious material from soils placed in the planting area is not included.

Note: Finished grading must be completed and accepted by the owner's representative or authorized agent of the client before mobilization takes place.

Note: This proposal is based on a single mobilization; subsequent mobilizations may incur additional costs.

#### AGREEMENT:

I/we represent and warrant that I/we have authority to enter into this Contract. We accept the aforementioned and further accept the PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS, attached and hereby made part of this contract. We do hereby authorize Pizzo & Associates, Ltd. to perform the work as stated.

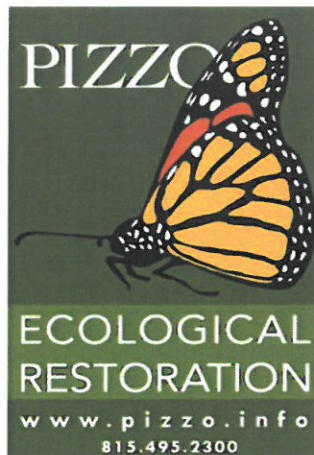
Dave Guritz  
Kendall County Forest Preserve District

Date:



Seth Crackel  
Pizzo & Associates, Ltd.

Date: 9/27/2018



9/27/2018



## **PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS**

### **TERMS:**

#### **Design-Build/Installation:**

Payment of 50% of contract total price as shown in the accompanying contract is due upon contract signing. The balance of the contract total price, plus any extras, is due upon completion. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice.

#### **Design/Consultation/Stewardship/Prescribed Fire:**

Invoices will be sent each month in which services are provided. Payment is due within 30 days of receipt of the invoice. Any discrepancies must be brought to the attention of Pizzo & Associates, Ltd. within 10 days of receipt of the invoice.

**ADDITIONS & DELETIONS:** All additions and deletions shall be agreed to in writing by both parties. Additions will be billed on a time and materials basis unless otherwise stated in writing. Time will be billed including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE.

**PREPAYMENT DISCOUNT:** All accounts paid in full upon contract signing will receive a one and one-half percent (1.5%) prepayment discount.

**FINANCE CHARGES & RETURNED CHECKS:** All unpaid balances will carry a two percent (2%) per month finance surcharge; maximum twenty four percent (24%) per annum finance surcharge. All returned checks will result in an additional \$50.00 service charge.

**LIEN RIGHTS:** In the event that the Owner/Client does not make timely payments in accordance with credit terms outlined in the contract, Pizzo & Associates, Ltd. may exercise such lien rights as permitted to any contractor by the state in which the work is completed.

**GUARANTEES:** Installed plantings shall immediately become the responsibility of the owner to maintain unless otherwise agreed to in writing.

#### **Owner Managed Sites:**

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead trees or shrubs is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant or shrub with another species in its sole discretion. This guarantee shall be invalid if the Owner has failed to use reasonable care (water, weeding, invasive species control, mowing, protection from damage, etc.) during said period. This warranty does not cover damage occurring due to the fault of the owner or a third party or due to acts of God, war or wildlife. Installed perennials, seed, annuals and transplanted material(s) carry no guarantee/warranty expressed or implied.

#### **Pizzo Managed Sites:**

Native trees and shrubs are guaranteed to live for a period of one (1) year from the date of installation or will be replaced at no expense to the Owner. Replacement of the dead tree or shrub is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead tree or shrub with another species in its sole discretion.

Native seed installations are guaranteed to have at least three (3) native plants per square foot at the end of the fifth growing season. Pizzo & Associates, Ltd. will re-seed those areas not in compliance at no expense to the Owner. Under no circumstances shall this guaranty extend beyond five years from the date of contract, nor shall it require more than one (1) replanting by Pizzo & Associates, Ltd. of any area.

Installed native perennials are guaranteed to have an 80% survival rate after one (1) year. Required plants will be replaced at no expense to the Owner. Replacement of the dead plants is the Owner's sole available remedy, and Pizzo & Associates, Ltd. may substitute the dead plant with another species in its sole discretion.

The Owner's sole and exclusive remedy for seeds and plants covered under any of the above guarantees will be the replacement of plant or re-planting of the seed on a one-time basis only. The above warranties do not cover damage occurring due to the fault of the Owner or a third party or due to acts of God.

Failure to make payment within thirty (30) days of the final invoice issued upon job completion voids all guarantees expressed or implied.

#### **Prescribed Fire:**

No guarantee /warranty is expressed or implied as to the completeness, coverage, intensity or results of the prescribed fire. If the conditions are acceptable to Pizzo & Associates, Ltd., and the local fire jurisdiction gives permission to ignite the prescription fire, and Pizzo & Associates, Ltd. is forced to shut down due to no fault of Pizzo & Associates, Ltd., the full balance will be due. Any return trip to complete the fire will be billed at the rate stated in the contract. Landscape plantings, mulch beds and above ground utilities in or in close proximity to the burn unit could sustain damage due to heat/flames and shall not be guaranteed. The Owner acknowledges that there will be smoke generated by the prescribed fire, and it will move off site during the burn. The

Owner/Agent will notify potentially affected parties in proximity to the prescribed burn units. The Owner hereby agrees to indemnify Pizzo & Associates, Ltd. and its employees and agents and hold them harmless for all instance of damage due to a prescribed fire. If the local authorities require their presence and charge a fee to do so, those costs will be paid by the Owner in addition to the contract price.

#### **Annual Monitoring:**

Pizzo & Associates, Ltd. reserves the right to perform an annual Meander Survey at a cost of, but not exceeding a total of \$400.00 per project site, per year. This cost will be deducted from the annual Stewardship budget for each project site. Upon completion of the survey, Pizzo & Associates, Ltd. will provide to the Owner a year-end report that includes, but is not limited to the number of plant species and overall floristic quality.

#### **Aquatic Weed Control:**

Due to the highly unpredictable nature of the weather, nutrient availability, and water levels; no control or eradication of any aquatic plant and/or algae species is warranted.

#### **Supplemental Watering:**

Due to the highly unpredictable nature of the weather, supplemental watering may be warranted to ensure and maintain proper plant establishment. In the event that any installation of seed and/or plants have been directed by the Owner to occur outside of normal seed/plant installation timeframes (Mar. 1 – June 30; Sept 15. – Oct. 31) and/or in the event that D1- Moderate Drought conditions or higher exist according to the National Drought Mitigation Center at the University of Nebraska-Lincoln (<http://droughtmonitor.unl.edu>), U.S. Department of Agriculture, and the National Oceanic and Atmospheric Administration; Pizzo & Associates, Ltd. reserves the right to provide supplemental watering as necessary.

Prior to commencement of supplemental watering services, the Owner shall be notified. Should the Owner decline this service, all standard Pizzo & Associates, Ltd. warranties for seeding and plant installations shall be voided.

Time will be billed hourly, including travel, pick up/delivery, clean up/setup plus any directly related costs as specified in the contract. Should hourly rates not be specified, the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE shall prevail.

**RIGHT OF SUBSTITUTION:** The Owner agrees that Pizzo & Associates, Ltd. may, without the Owner's consent, substitute hard materials, quantities and plant species where deemed by Pizzo & Associates, Ltd. to be required due to planting conditions, nursery stock availability or to otherwise enhance the project without changing the nature or character of the project.

**SUBCONTRACTING:** Pizzo & Associates, Ltd. reserves the right to employ certain subcontractors to perform all or part of the work hereunder.

**CONDITIONS:** The Owner shall provide Pizzo & Associates, Ltd. a current plat of survey for delineation of the property lines. If the boundary markers are not visible, Pizzo & Associates, Ltd. will hire a surveyor, at the Owner's expense +10%, to visit the site to mark the boundary points. The Owner shall notify Pizzo & Associates, Ltd. of all private utilities (piping, wiring, sprinkler system components, obstructions, etc.) prior to work beginning. Repairs to any unmarked sprinkler system, television or satellite cables, invisible dog fences or other underground utilities shall be the sole responsibility of the Owner. If site conditions are not as they appear above ground or there are buried obstructions or debris, changes to the plan and work will be billed according to the PIZZO & ASSOCIATES, LTD. STANDARD HOURLY FEE SCHEDULE. Except on prescribed fire, the Owner will pay for fees and time to obtain all necessary licenses, permits or other permission or authority that may be required, whether federal, state, county, local or other entity.

**DESIGN PLANS AND PHOTOGRAPHS:** The Owner expressly authorizes Pizzo & Associates, Ltd. to make sketches or drawings and/or take photographs of the subject property and any buildings located on the subject property and to use the resulting photographs, sketches or drawings for purposes of developing a design and restoration plan and to publish the photographs and/or design and landscaping plan for marketing or educational purposes. The photographs, design and restoration plan shall remain the exclusive property of Pizzo & Associates, Ltd., together with any and all copyrights thereto.

**DEFAULT REMEDIES:** In the event the Owner is in default of his/her/their obligations hereunder, the Owner shall pay any and all expenses incurred by Pizzo & Associates, Ltd. to collect the amounts due, including but not limited to court costs, reasonable attorney's fees and accrued interest. The parties hereto further agree that any lawsuit based upon this contract or related to the services rendered and/or materials supplied pursuant to this contract shall be filed exclusively in the Sixteenth Judicial Circuit Court in Sycamore, Illinois, County of DeKalb.