

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
FOREST PRESERVE EXPENDITURE							
216 111514	KONICA MINOLTA BUSINESS SOLUTI	9005045681	MONTLY CLICKS 9/13-1	10/25/18	270200006200	OFFICE SUPPLIES & POSTAGE	164.97
217 230834	ANTIONEITE WHITE	10/11/18:AW	OFFICE SUPPLIES	10/25/18	270200006200	OFFICE SUPPLIES & POSTAGE	7.98 172.95*
218 011359	AMEREN IP	10/12/17:MILL	MILLBROOK SOUTH	10/25/18	270200006351	ELECTRIC	33.14 33.14*
219 190816	SHAW MEDIA	9/30/18	WEBSITE-JOB AD	10/25/18	270200006843	PROMOTION/PUBLICITY	250.15
220 268456	PETE'S MY DJ	10/12/18:EXPO	WEDDING EXPO	10/25/18	270200006843	PROMOTION/PUBLICITY	200.00 450.15*
221 190610	SEMPER FI YARD SERVICES	2018-1740	EL-HERBICIDE APP	10/25/18	270200006853	PRESERVE IMPROVEMENTS	900.00 900.00*
						Total FOREST PRESERVE EXPENDITURE	1,556.24*
ELLIS HOUSE							
222 031510	COMMONWEALTH EDISON	10/12/18:EL	ELLIS HOUSE	10/25/18	27021007076	UTILITIES - ELLIS HOUSE	389.32 389.32*
						Total ELLIS HOUSE	389.32*
ELLIS BARN							
223 010452	ADS, INC	147996	EL-ALARM MONITORING	10/25/18	27021017076	UTILITIES - ELLIS BARN	330.00
224 190620	SERVICE EXPERTS	9/28/18:EL	EL-A/C SERV AGREEMEN	10/25/18	27021017076	UTILITIES - ELLIS BARN	672.00 1,002.00*
225 101297	JOHN DEERE FINANCIAL	10/21/18	EL SUPPLIES	10/25/18	27021017080	GROUND & MAINT - ELLIS B	64.89
226 130506	MENARDS	30494	EL SUPPLIES	10/25/18	27021017080	GROUND & MAINT - ELLIS B	18.18
227 130506	MENARDS	30313	EL SUPPLIES	10/25/18	27021017080	GROUND & MAINT - ELLIS B	48.09
228 251493	YORKVILLE ACE & RADIO SHACK	166714	EL SUPPLIES	10/25/18	27021017080	GROUND & MAINT - ELLIS B	149.99 281.15*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
<b>ELLIS WEDDINGS</b>							
229 268455	MATTHEW PRESNAK	10-6-18:EL	EL SEC DEP RTN	10/25/18	27021207088	ELLIS SECURITY DEPOSIT RE	1,000.00
230 268458	JAMES BESSLER	10/13/18:EL	EL SEC DEP RTN	10/25/18	27021207088	ELLIS SECURITY DEPOSIT RE	1,000.00
					<b>Total ELLIS BARN</b>		<b>1,283.15*</b>
<b>HOOVER</b>							
231 140937	NICOR	10/10/18:BLAZ	BLAZING STAR	10/25/18	27022006860	HOOVER - GAS	37.79
232 140937	NICOR	10/10/18:ML	MEADOWHAWK	10/25/18	27022006860	HOOVER - GAS	44.72
233 140937	NICOR	10/10/18:KING	KINGFISHER	10/25/18	27022006860	HOOVER - GAS	37.79
234 140937	NICOR	10/10/18:ROOK	HVR ROOKERY	10/25/18	27022006860	HOOVER - GAS	42.86
235 140937	NICOR	10/10/18:MAINT	HVR MAINT BLDG	10/25/18	27022006860	HOOVER - GAS	34.27
236 140937	NICOR	10/10/18:HOUSE	HOOVER HOUSE	10/25/18	27022006860	HOOVER - GAS	24.60
237 140937	NICOR	10/10/18:SHOP	HOOVER SHOP	10/25/18	27022006860	HOOVER - GAS	42.36
238 140937	NICOR	10/10/18:MOON	MOONSEED	10/25/18	27022006860	HOOVER - GAS	35.75
					<b>Total ELLIS WEDDINGS</b>		<b>300.14*</b>
239 031510	COMMONWEALTH EDISON	10/1/18:	HVR MULTIPLE	10/25/18	27022006861	HOOVER - ELECTRIC	759.28
240 031510	COMMONWEALTH EDISON	10/1/18:BATH	HOOVER BATHHOUSE	10/25/18	27022006861	HOOVER - ELECTRIC	109.17
241 031510	COMMONWEALTH EDISON	10/1/18:HOUSE	HOOVER HOUSE	10/25/18	27022006861	HOOVER - ELECTRIC	24.53
					<b>Total</b>		<b>892.98*</b>
242 231020	WIRE WIZARD OF ILLINOIS INC	30166	ML-REPAIR	10/25/18	27022006862	HOOVER - OTHER UTILITIES	75.00
					<b>Total</b>		<b>75.00*</b>
243 230146	WALDEN'S LOCK SERVICE	10/4/18:HVR	HOOVER-LOCKS	10/25/18	27022006864	HOOVER - BUILDING MAINTEN	164.22
					<b>Total</b>		<b>164.22*</b>
244 266301	CARLA LARSON	18-00257	ML SEC DEP RTN	10/25/18	27022007088	HOOVER SECURITY DEPOSIT R	127.50
245 268453	ADRIAN GUTIERREZ	18-00172	BUNKHOUSE SEC DEP RT	10/25/18	27022007088	HOOVER SECURITY DEPOSIT R	100.00
246 268454	CHRIS HAWKINS	84620	SHELTER REFUND	10/25/18	27022007088	HOOVER SECURITY DEPOSIT R	200.00
247 268457	ELIZABETH ROWLODT	18-00238	BUNKHOUSE SEC DEP RT	10/25/18	27022007088	HOOVER SECURITY DEPOSIT R	100.00
					<b>Total</b>		<b>527.50*</b>
<b>ENV ED SCHOOL</b>							
248 230834	ANTIONETTE WHITE	10/11/18:AW	ENV ED SCHOOL SUPPLI	10/25/18	27023016849	ENV EDUC - SCHOOL PROG EX	5.44
					<b>Total</b>		<b>5.44*</b>
<b>ENV ED OTHER PUBLIC PROGRAMS</b>							
249 230834	ANTIONETTE WHITE	10/11/18:AW	ENVED-PROGRAM SUPPLI	10/25/18	27023046849	ENV EDUC - OTHER PUBLIC P	5.68
					<b>Total</b>		<b>5.68*</b>

frmPrctClaim

Kendall County

COMBINED Supplemental Claims Listing

10/22/18

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Vendor#

Name

Invoice #

Description

Date

Budget #

Account Description

Dist Amount

Total ENV ED OTHER PUBLIC PROGRAMS 5.68\*

## GROUNDS &amp; NATURAL RESOURCES

250 111010 SCOTT N KOBAL

10/17/18:HENN HENNEBERRY-SURVEY 10/25/18 27025006837 PRESERVE IMPROV - GR &amp; NA 2,500.00 bantrim

2,500.00\*

251 140937 NICOR

10/8/18:MILLERO MILLBROOK SOUTH 10/25/18 27025006848 GAS - GROUNDS &amp; NATURAL R 103.40 bantrim

252 140937 NICOR

10/11/18:HA HARRIS 10/25/18 27025006848 GAS - GROUNDS &amp; NATURAL R 50.06 bantrim

153.46\*

Total GROUNDS &amp; NATURAL RESOURCES 2,653.46\*

frmPrctClaim

Kendall County

COMBINED Supplemental Claims Listing

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Vendor# Name

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Dist Amount

FP BOND PROCEEDS 2007

326 011311	AMALGAMATED BANK OF CHICAGO	SERIES 2012	FP SERIES 2012 BOND	10/25/18	95020006850	PROJECT FUND EXPENSES	450.00	bantrim
327 091387	ILLINOIS DEPARTMENT OF TRANSPOR	122258	IL 47 & US 34	10/25/18	95020006850	PROJECT FUND EXPENSES	887.05	bantrim
328 130913	MIDWEST ENVIRONMENTAL	18-767	PICKERILL=ASB SURVEY	10/25/18	95020006850	PROJECT FUND EXPENSES	1,855.00	bantrim
329 190610	SEMPER FI YARD SERVICES	2017-183	HENNEBERRY RESTORATI	10/25/18	95020006850	PROJECT FUND EXPENSES	30,569.66	bantrim
							33,761.71*	

Total FP BOND PROCEEDS 2007

33,761.71\*

GRAND TOTAL

\$43,614.84



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

**OCTOBER 25, 2018**

**I. Call to Order**

President Gilmour called the meeting to order at 6:02 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	X	Gryder
X	Davidson		Hendrix
X	Flowers	X	Kellogg
	Giles	X	Prochaska
X	Gilmour	X	Purcell (Adjourned from the meeting at 6:20 pm)

Commissioners Cullick, Davidson, Flowers, Gryder, Kellogg, Prochaska, Purcell, and Gilmour all were present.

**V. Approval of Agenda**

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

**VI. Citizens to Be Heard**

No public comments were offered by citizens in attendance.

**VII. Approval of Claims in an Amount Not-to-Exceed \$12,654.79**

Commissioner Cullick made a motion to approve claims in an amount not-to-exceed \$12,654.79. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

Motion: Commissioner Cullick

Second: Commissioner Flowers

**Roll call: Claims Not-to-Exceed \$12,654.79**

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

Motion unanimously approved.

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

- **Kendall County Forest Preserve District Commission Meeting of October 2, 2018**
- **Kendall County Forest Preserve District Operations Committee Meeting of October 3, 2018**

Commissioner Purcell made a motion to approve the Commission meeting minutes of October 2, 2018, and the Operations Committee meeting of October 3, 2018. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

### **OLD BUSINESS**

No Agenda Items Posted for Consideration.

### **NEW BUSINESS**

#### **IX. MOTION: Approval of the Kendall County Forest Preserve District Preliminary FY19 Operation and Capital Fund Budgets for Publication**

Director Guritz presented the Kendall County Forest Preserve District Preliminary FY19 Operations, Capital Fund, and Debt-Service Fund budgets for publication. Changes in the FY19 budget from FY18 were discussed. The revenue and expenditures were reviewed. The final draft FY19 budget will be presented at the November Committee of the Whole meeting.

Commissioner Purcell motioned to approve the Kendall County Forest Preserve District Preliminary FY19 Operation and Capital Fund Budgets for Publication. Seconded by Commissioner Cullick.

Motion: Commissioner Purcell

Second: Commissioner Cullick

**Roll call: KCFPD Preliminary FY19 Operations and Capital Funds Budget**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
X		Davidson			Hendrix
X		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour	X		Purcell

Motion unanimously approved.

**X. MOTION: Approval of the Kendall County Forest Preserve District Preliminary FY19 Operating Fund Levy for Publication**

Director Guritz presented the Kendall County Forest Preserve District preliminary FY19 Operating Fund levy for publication. There is an overall FY19 levy decrease from FY18.

Commissioner Purcell made a motion to approve the Kendall County Forest Preserve District Preliminary FY19 Operations Fund levy for publication. Seconded by Commissioner Gryder.

Motion: Commissioner Purcell

Second: Commissioner Gryder

**Roll call: KCFPD Preliminary FY19 Operation Fund Levy**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
X		Davidson			Hendrix
X		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour	X		Purcell

Motion unanimously approved.

**XI. MOTION: Approval of 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 (Parcel Numbers 09-16-200-013, 09-10-300-002, and 09-09-400-003) for an Annual Base Rent Payment of \$207.00 per Acre, Plus a Calculated Yield Payment**

Director Guritz presented the 3-year farm license agreement for Baker Woods Forest Preserve. Kyle Connell submitted the highest base-bid per acre. There is access to the District's northeast farm field from the privately owned farm field to the south, which is also farmed by Kyle Connell, utilizing the District's Route 52 rest stop driveway entrance.

Commissioner Purcell made 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 (Parcel

DRAFT FOR COMMISSION APPROVAL: 11-7-18

numbers 09-16-200-013, 09-10-300-002, and 09-09-400-003) for an annual base rent payment of \$207.00 per acre, plus a calculated yield payment. Seconded by Commissioner Gryder.

Commissioners Davidson and Purcell left the meeting room at 6:20 pm. Commissioner Purcell did not return to the meeting.

Motion: Commissioner Purcell

Second: Commissioner Gryder

**Roll call: Agreement #18-10-001**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
		Davidson			Hendrix
X		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour			Purcell

Motion carried by a vote of 6:0. Commissioners Davidson and Purcell not present.

**XII. MOTION: Approval of the Renewal of a 1-Year Lease Agreement with Jay Teckenbrock, Hoover Supervisor and Resident for Use of the Hoover Residence Effective December 1, 2018 through November 30, 2019 for a \$250.00 Monthly Rent Payment**

Director Guritz presented the renewal of a 1-year lease agreement with Jay Teckenbock.

Commissioner Davidson entered the meeting room at 6:22 pm.

Commissioner Flowers motioned to approve the renewal of a 1-year lease agreement with Jay Teckenbrock, Hoover Supervisor and Resident for the use of the Hoover residence effective December 1, 2018 through November 30, 2019 for a \$250.00 monthly rent payment. Seconded by Commissioner Gryder.

Motion: Commissioner Flowers

Second: Commissioner Gryder

**Roll call: Hoover Residence Lease Agreement**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cullick	X		Gryder
X		Davidson			Hendrix
X		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour			Purcell

Motion unanimously approved.

**XIII. MOTION: Approval of the Renewal of a 1-Year Lease Agreement with Shannon Prette, Ellis Resident and Caretaker for Use of the Ellis House Studio Apartment Effective December 1, 2018 through November 30, 2019 for a \$346.67 Monthly Rent Payment**

Director Guritz presented a 1-year lease agreement with Shannon Prette, Ellis Resident and Caretaker. Director Guritz recommended approval of the 18-19 lease agreement under the same terms within the current lease agreement.

Commissioner Flowers motioned to approve the renewal of a 1-year lease agreement with Shannon Prette, Ellis Resident and Caretaker for the use of the Ellis House Studio apartment effective December 1, 2018 through November 30, 2019 for a \$346.67 monthly rent payment. Seconded by Commissioner Cullick.

Motion: Commissioner Flowers

Second: Commissioner Cullick

**Roll call: Ellis Residence Agreement and Lease**

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

Motion failed by a vote of 5:2.

**XIV. MOTION: Approval of a Proposal from Pizzo and Associates, LTD. for Oak Woodland Invasive Species Clearing, Including Cut-Stump Herbicide Treatment, for 8-Full Work Day Performed by a 4-Person Work Crew for a Cost of \$1,520.00 Per Day and Total Amount Not-to-Exceed \$12,160.00 to be Reimbursed by the Forest Foundation of Kendall County as Part of the Illinois Clean Energy Community Foundation Community Restoration Challenge Grant Project at Hoover Forest Preserve**

Director Guritz presented a proposal from Pizzo and Associates, LTD. for oak woodland invasive species clearing to be reimbursed by the Forest Foundation of Kendall County. An overview of the plan for invasive species removal was presented.

Commissioner Gryder made a motion to approve a proposal from Pizzo and Associates, LTD. for oak woodland invasive species clearing, including cut-stump herbicide treatment, for 8 full work days performed by a 4 person work crew for a cost of \$1,520.00 per day, and total amount not-to-

exceed \$12,160.00 to be reimbursed by the Forest Foundation of Kendall County as part of the Illinois Clean Energy Community Foundation Restoration Challenge Grant Project at Hoover Forest Preserve. Seconded by Commissioner Flowers.

Motion: Commissioner Gryder

Second: Commissioner Flowers

**Roll call: KCFPD Preliminary FY19 Operation Fund Levy**

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

Motion unanimously approved.

**XV. Executive Session**

None.

**XVI. Other Items of Business**

President Gilmour reported on the October 22 Oak Woodland Recovery Group presentation held at the Yorkville Public Library, noting that Director Guritz's presentation was well received, with the event well attended by over 70 participants.

**XVII. Citizens to Be Heard**

No public comments were offered by citizens in attendance.

**XVIII. Adjournment**

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 6:32 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Ellis Resident and Caretaker – Residence Lease Agreement Renewal

Date: November 7, 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 \$350.00 per month.

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

During the Commission meeting of October 25, 2018, the draft lease agreement presented failed by a roll call vote of 5:2, with direction received to increase the lease agreement for reconsideration.

Per the District's Rules of Order and the Illinois Downstate Forest Preserve District Act, a majority of the Commission, or six votes, is required to approve any District expenditure and/or liability.

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 \$350.00 monthly rent payment.



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

**THIS AGREEMENT** ("Lease Agreement") is made and entered into this 7TH day of November, 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 (\$85.00) per week. This amount includes the cost of Utilities as discussed in Section 12 of this Lease Agreement. The weekly rent payment shall be due and owing on the Saturday immediately following the conclusion of the weekly rental period. For purposes of this Agreement, a week shall be Saturday through Friday. The parties agree that only a single monthly rent payment of three hundred fifty dollars and zero cents (\$350.00) shall be due and owing from Tenants to the District in any month that Employee-Tenant is employed by the District. The balance of the weekly rent value shall be considered a part of the Employee-Tenant's total compensation package during his or her employment with the District as Ellis House Caretaker. Weekends and holidays do not delay or excuse Tenants' obligation to timely pay rent.

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

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

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

## **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 7th day of November, 2018.**

DISTRICT:

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

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

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

**As to Tenant, this 7th day of November, 2018.**

TENANT:

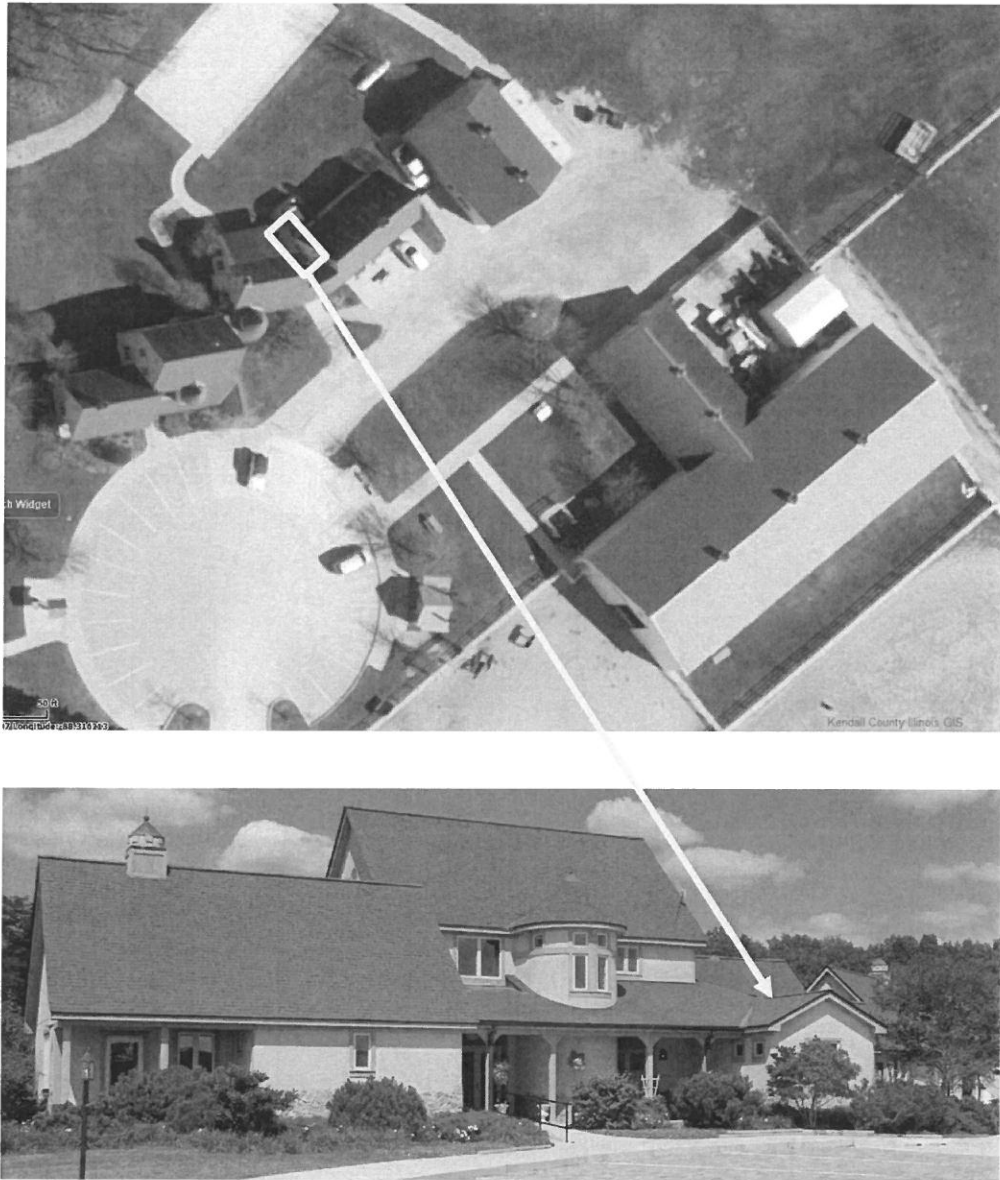
Sign: \_\_\_\_\_  
Shannon Prette

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

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

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

**EXHIBIT A:**



Location of 2<sup>nd</sup> Floor Studio Apartment at Ellis House and Equestrian Center

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Huddleston-McBride Drain Tile Survey – Fox River Bluffs Forest Preserve

Date: November 7, 2018

Cropland conversion to natural area for the 100-acre farm field areas at Fox River Bluffs Forest Preserve is scheduled for fall 2019.

The design for restoration will require review of the location of drain tiles in order to properly plan for the Eldamain Road – Phase II tree mitigation project.

Kendall County Highway Department will discuss cost sharing for the \$11,135.00 proposal. County Engineer Klaas is receptive to completing the study to support the development of construction specifications for completion of the Eldamain Road Phase II extension, and reimburse the District for costs incurred as determined with Kendall County Board approval.

The drain tile survey will be conducted on District lands and completed, weather permitting, before the frost line falls below 4".

Recommendation:

Consider a motion to approve the proposal from Huddleston-McBride of Rochelle, Illinois for completion of a drain tile survey for Fox River Bluffs Forest Preserve for an amount not-to-exceed \$11,135.00.



• 116 W. Main St., No. 208, St. Charles, Il., 60174  
• **9504 East Fowler Rd., Rochelle, Il., 61068**  
Phone 815-562-6007 Fax 815-562-6557  
T. Huddleston mobile 815-757-6007  
Email: [huddmac@aol.com](mailto:huddmac@aol.com)

## PROPOSAL

Dave Guritz, Director  
Kendall County Forest Preserve District  
110 W. Madison Street  
Yorkville, Il.,

Date : October 3, 2018  
Prop : 18325  
Terms: Net 30 Days

>> **RE: LAND DRAINAGE INVESTIGATION SERVICES PROPOSAL**

LOCATION: Fox River Bluffs Forest Preserve, 170 total, (110+-tillable acres)  
Professional Service Contract, no construction or prevailing wage

Thank you for the opportunity to submit the attached Mainline Drain Tile Investigation Letter of Agreement for your consideration.

Following is a brief summary outlining investigation services which shall be completed in accordance with Kendall County typical standards and procedures for the subject property located at Section no. 36, Fox Twp., Kendall Co., IL..

This investigation will be limited to the mapping of all mainline and sub-main collectors, and will include local lateral / feeder drain tiles only when encountered at slit trench locations. Huddleston McBride Drainage Co. shall not be responsible for crop damage, all excavated investigation trenches will be backfilled and slightly mounded to allow for natural settlement.

### I. SCOPE OF WORK

#### *FIELD INVESTIGATION PROCEDURES:*

Field reconnaissance and record research<sup>1</sup> work will be completed in efforts to identify all areas which are typical to installation of existing drain tile. Existing features such as soils, watertable, topographical elevations, surface channels, depressions, wetlands and natural drainage ingress and egress locations are considered.

Following field review, investigation areas are staked and slit trenched to verify existence of drain tile. All existing drain tiles encountered during the investigation procedure are logged on field mapping and repaired to their original state according to U.S.D.A. Natural Resource Conservation Service construction repair practices. Following specific point locations, drain tile routes are located by surface probing or electronic detection and field staked at 50' intervals including cut stakes for invert elevations where requested. Any existing drain tile not encountered during slit trenching procedure will remain unknown.

<sup>1</sup>Huddleston McBride Land Drainage Co. has maintained and will access an extensive electronic record system of Kendall County Existing Agricultural Drain Tile Historic Mapping Records. This mapping system has been based upon geographic parcel location including record information from Huddleston-McBride Land Drainage Co.(1975) , Coopriders Farm Drainage Co. (1930), Elbridge F. Ball & Sons, (drainage engr.) Survey notes (1940), Countryside Drainage (2009). These record files include historic farm parcel notes, active / inactive drainage district maps and documents, conservation resource mapping, agricultural drain tile contractor records, aerial photo delineation, S.C.S./ N.R.C.S design notes and soil maps, typical drain tile investigation reports, record construction drawings, and land owner sketch drawings.



**RECORD MAPPING AND REPORT:**

Record mapping shall be performed according to typical civil engineering mapping standards. It will be the responsibility of the developer to furnish one ACAD (version 2013 or 2018 .dwg) computer data file of the investigation area including mapped topography, easements, right-of-ways, wetland delineation areas and property boundary limits.

All existing drain tile routes will be located in the field by GPS location systems (<1m., Illinois State Plane East NAD 83) and recorded on final plans. Our field staking process will include pipe invert cut stakes at all perimeter locations, strategic interior locations and 50' interval pin flagging along tile routes for electronic survey location by the project engineer if deemed necessary. It will be the responsibility of the project engineer to survey drain tile location/elevation staking pertinent to final improvement design.

Final drain tile mapping will be computer drafted on a base map including recent color digital aerial photography, topography and project limits. Mapped information will include the location of all existing drain tile routes and applicable drainage findings encountered during the field investigation process. A field report shall be attached to the plan containing evaluation information including size, flow, system effectiveness, restrictive siltation, pipe invert to ground surface depth, pipe type / quality, system classification and specific field notes.

After completion of the investigation report it will be our responsibility to obtain final existing drain tile investigation mapping and report approval and acceptance by Kendall County Planning and Development technical staff and applicable engineering review agencies.

II. Proposed Service Description:			
The intent of this proposal is to provide existing drain tile location, staking, evaluation, consulting and GPS survey mapping services in regard with typical existing drain tile investigation standards and in accordance with Kendall County Stormwater Ordinance Standards (Section no. 36, Fox Twp., Kendall Co., IL.)			
III. Proposed Services Cost:	Qty.	Cost	Amount
<sup>1</sup> Drainage Investigation and Repair Crew (3.5 days) (field survey services including all excavation equipment and labor)	26 hrs.	390.00	10,140.00
<sup>4</sup> Project Consulting Services Hour Basis (GPS field survey, staking, and record plans)	5 hrs	140.00	700.00
<sup>5</sup> Heavy Equipment Transport Hour basis, one way only (including DOT permits, electronic logs, licenses and fees)	1 ea.	295.00	295.00
Proposed Materials Cost: All materials incidental to labor cost			0.00
<sup>1</sup> Drainage Investigation and Repair Crew Hour Basis ; is calculated on an hourly basis of \$390.00 including a full drainage tile investigation/ repair crew consisting of (4) man ground laborers, (1-2) 4-wheel drive loader backhoe w/ operator, (1)- kobelco wide track mid-class excavator w/ operator, kobota ATV, electronic and manual investigation equipment, pipeline video equipment, incidental pipe repair materials, field staking materials, field supervision and miscellaneous support equipment including pumps, probes, and other necessary tools. Daily hours are computed by home port to home port. <sup>4</sup> Project Consulting Services Hour Basis ; (T.L. Huddleston) is calculated on an hourly basis of \$140.00 including initial project assessment, client consultation, site meetings, Utility locations, GPS land surveying , existing conditions research, project planning, record mapping w/ plots and project supervision. <sup>5</sup> Heavy Equipment Transport Hour basis; - is calculated on an hourly basis of \$ 295.00 including heavy equipment loading transport including all IDOT and Local transportation permits, licenses and fees, and electronics log system requirements..			
<b>TOTAL ESTIMATED CHARGES INCLUDING ALL MATERIALS AND SERVICES</b>			<b>\$11,135.00</b>

Dave Guritz, Kendall County Forest Preserve District  
Fox River Bluffs Forest Preserve, 170 total, (110+-tillable acres), proposal no. 18325  
October 3, 2018, Page 3 of 3

Huddleston McBride Land Drainage Co.

An invoice will be presented following the completion of the work and will be due and payable thirty (30) days after the invoice date. Any late payments made will be subject to the interest rate of 1 ½% per month on the entire principal amount of the money owed for the period from the date it becomes due and payable through the period of time in which it is paid.

#### IV. LIMITS OF LIABILITY

Any breach on the part of either party shall be limited to liability in an amount not to exceed the contract price of services associated with this drain tile investigation proposal.

Should the terms of this letter of agreement meet with your approval, please execute below and return one original.

Thank you for considering our proposal, we look forward to an opportunity to assist you with the restoration of this parcel.

Respectfully submitted,

**HUDDLESTON McBRIDE LAND DRAINAGE CO.**

*Thomas L. Huddleston III*

T. L. Huddleston III, Partner

ABOVE LETTER OF AGREEMENT ACCEPTED THIS \_\_\_\_\_ DAY \_\_\_\_\_ 2018.

BY: \_\_\_\_\_  
PRINTED NAME / TITLE

\_\_\_\_\_  
SIGNATURE

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Little Rock Creek Forest Preserve – Public Access and Safety  
Improvements Plan

Date: November 7, 2018

The District is working to open Little Rock Creek Forest Preserve to the public in late-spring or early-summer 2019.

The Conservation Foundation has secured a \$5,500 Amenities and Events grant that will be applied towards trail head signage improvements.

Little Rock Creek Township has provided support with widening the preserve entrance to accommodate incoming and outgoing traffic.

Upland Design submitted a proposal in 2017 to support master planning efforts at Pickerill-Pigott Forest Preserve, Fox River Bluffs Forest Preserve (Option 1), and Little Rock Creek Forest Preserve (Option 2).

Option 2 was not approved by Commission at the time the proposal was approved pending completion of the acquisition of Little Rock Creek Forest Preserve.

Upland Design support is needed to provide plans and specifications for the gravel parking area, future trails, and public safety barriers to block public access to the breached low-head dam and dilapidated bridge crossing.

Upland Design has confirmed that they will provide the planning support under the terms of the initial proposal for the stated cost.

**Recommendation:**

Consider a motion to approve the Upland Design master planning proposal – Option 2 for development of a plan for public access and safety improvements for Little Rock Creek Forest Preserve for an amount not-to-exceed \$1,320.00.





## **Pickerill-Pigott Forest Preserve: Master Planning**

### **Kendall County Forest Preserve District**

#### **Background**

The Kendall County Forest Preserve acquired the Pickerill Pigott Forest Preserve in two pieces in 2008 creating a 102 acre site off Minkler Road at the intersection of Hilltop Road. The preserve has been closed to the public as a life estate existed on the Pickerill portion. With the move of Mr. Ken Pickerill to another home in 2017, the life estate has ended. The Forest Preserve would now like to create a master plan for the entire site.

The preserve is made up of woodlands, grasslands, and two man made ponds. Historically, the sites were both farmed. There are two homes and two storage buildings. It has been determined that the home on the Pigot site will be demolished. The remaining buildings will be reviewed during the master planning process to understand how they fit the needs of the Forest Preserve as well as the financial impact to maintain the buildings.

The master plan will be created with staff, Board and community input to reflect the needs of the community as well as the mission of the Forest Preserve District. A multi-phase approach to site development is proposed with the first phase creating public access while keeping maintenance to a minimum. A site visit with Forest Preserve staff garnered a number of ideas for the site as well as master plan criteria as follows:

- Public entry drive off of Minkler Road with access to gravel parking & paved parking for ADA
- Plan for long term improvements, usage and maintenance
- Create pedestrian trails within the site, especially to overlook locations and to a variety of ecotypes
- Connect the two sites so that it is one forest preserve for access and use
- Provide public use amenities: Restroom, shelter, tables and benches
- Map existing cover types and suggest future native vegetation areas throughout the site
- Determine if detention is required and if so how it best fits into the site
- Consider potential for grants as part of the planning process
- The Forest Preserve will identify potential partnerships with public and/or private groups and planning will take those potential partnerships into consideration

#### **Approach**

Throughout the process we listen and respond to Forest Preserve representatives, Board members and the community at large. The result will be a plan based on mission of the Forest Preserve, community input as well as opportunities that this site presents.

The design team will implement a three phase approach to move from understanding the site and existing data to creating plans and images that reflect the needs and desires of the community. The scope of services detailed on the following pages includes:



Phase I: Inventory and Site Analysis

Phase II: Public Input & Concept Planning

Phase III: Master Plan & Phasing Plan

### **Phase I: Inventory and Site Analysis**

Overview: Inventory and site analysis will be completed to produce the base information necessary for quality planning. Input from the Forest Preserve representatives will be gathered to develop a picture of needs. The combination of a site analysis and project programming will set the stage for developing the Master Plan.

#### **1.1 Kick Off Meeting: Gather Site Information and Identify Needs**

A kick-off meeting with Forest Preserve took place on October 2, 2017. Goals and objectives were discussed. Both sites were visited and the Pickerill homestead was toured.

#### **1.2 Create a Digital Base Map**

The Forest Preserve will share any existing base data, easement information and a GIS data file prepared with County data. The County data along with USGS maps, soil survey, FEMA maps, along with aerial maps will be used to create a base plan in AutoCAD for planning purposes.

#### **1.3 Site Analysis Plan and Site Access Needs:**

Opportunities and challenges will be identified and delineated in written format and on a site analysis plan. Based on the input of the Forest Preserve staff, a preliminary program for the site will be compiled. These will be shared with the Forest Preserve staff via email.

#### **1.4 Board Meeting # 1**

Upland Design will attend a Forest Preserve Board meeting. A short presentation of the existing conditions, site analysis and preliminary program will be given. We will then encourage a discussion with Board to garner input on the future of the Pickernell-Pigot Forest Preserve.

A list of key stakeholders and potential public and/or private partners will be identified by the Forest Preserve District to be invited to the public input session.

### **Phase II: Public Input & Concept Planning**

Overview: Conceptual planning for the preserve will be undertaken with an exploration of ideas. The vision will unfold with each meeting culminating in a collaborative design process where the final master plan will fit the community bringing just the right mix of elements together.

#### **2.1 Conceptual Design Planning**

Conceptual Design: The design team will prepare two concept designs based on data gathered and input given to date. Each will be accompanied by sketches and/or photos of the project elements. General cost estimates will be prepared for each concept plan.

#### **2.2 Forest Preserve Review Meeting**

The concept plans and costs will be presented to Forest Preserve staff. A discussion of each concept will take place and input will guide the design team. Adjustments to the plan will then be made and submitted via email to the Forest Preserve for review and comment. Once approved, plans will be finalized in preparation and color rendering for the public meeting.

#### **2.3 First Public Meeting**

A public meeting will be held to gather input and ideas from the public about the preserve. The Forest Preserve will invite attendees and provide a space for the meeting. The general public and the list of key stakeholders will be invited. Upland Design will present the concept plan(s) with example photos and

sketches. The Site Analysis plan will also be available for the community to view. A written survey will be prepared. If the Forest Preserve desires, the site analysis plan, concept plans and written survey can also be shared on the Forest Preserve web site for the larger community to engage in the process.

Upland Design will lead an interactive process to engage the community in this meeting and get everyone involved in the input. This can include digital input as well as small group breakouts. Upland Design will prepare a summary of the input from this meeting along with suggestions to move from two plans to one master plan. These will be submitted to the Forest Preserve for review and input.

### **Phase III: Master Plan & Phasing Plan**

#### **3.1 Master Plan Creation**

Based on the input from phase II and discussion with Forest Preserve representatives, Upland Design will create a preliminary master plan including amenities photos and sketches. The cost estimate will be updated as well.

#### **3.2 Forest Preserve Review Meeting**

The preliminary master plan and costs will be presented to Forest Preserve staff. A discussion will take place and revisions will be made for the second public meeting.

#### **3.3 Second Public Meeting**

The plans and images will be presented at the second public meeting. Again, an interactive input session will take place where all participants are encouraged to add comments and suggestions to the plans and the design team will be on hand to answer questions. These can also be shared for inclusion on the Forest Preserve web site.

At the conclusion of the meeting, we will prepare a summary of input and recommendations to move the master plan process forward.

#### **3.4 Phasing Plan**

Preliminary Phasing Plan: Upland Design will prepare a preliminary phasing plan based on input throughout the process along with grouping items that are better to be built at the same time. The phasing plan will include a description of items along with detailed cost estimate.

#### **3.5 Final Master Plan Preparation**

Based on the public input and Forest Preserve direction, the Design Team will prepare one schematic master plan with photos and sketches representing each amenity. Cost estimates will be updated. This plan will be submitted via email to the Forest Preserve to ensure all items were covered.

Once approved, the plan will then be color rendered for final presentation. When the final plan is complete. As part of the final master plan, a list of permits required for development will be gathered based on each phase.

#### **3.6 Preserve Board Presentation**

The Master Plan will be presented to the Forest Preserve Board along with the Cost Estimate and Phasing Plan. An overview of the planning process will also be given and a discussion of phasing. Input from Preserve Board will be used to assist in adjusting the phasing plan.

**Deliverables**

The final plans and master plan documents will be collated and delivered to the Forest Preserve on compact disc along with 10 bound color copies. Master Plan Documents will include:

- a. Site Analysis Plan
- b. Master Plan Program
- c. Black and White Concepts Plans – 2 with Images and Cost Estimates
- d. Color Rendered Concepts Plan Boards with Amenity Photos/Sketches - 24x36
- e. Color Rendered Final Master Plan
- f. Estimated Cost for Construction of Master Plan Components
- g. Permit Requirement List
- h. Proposed Phasing Plan

**Professional Service Fees**

In accordance with the described services above, the following fees would be paid to Upland Design Ltd. Invoices will be structured to reflect completed work.

Phase I –Inventory and Site Analysis	\$ 2,200
Phase II – Public Input & Concept Planning	\$ 4,850
Phase III –Master Plan & Phasing	\$ 3,250
<b>Total</b>	<b>\$10,300</b>

Additional meetings / Site Visits with reports may be added at a rate of \$580.00/meeting. If the Owner requests additional meetings, site visits, changes to the work or additional work, we can provide these services at our listed hourly rates or an agreed upon cost. No additional fee shall be charged without written agreement from the Owner.

Reimbursable expenses shall include copies, printing, mounting boards and mileage at current IRS rates. These expenses and shall be invoiced at their direct cost to Upland Design.

**Project Billing Rates:**

---

Principal Landscape Architect	\$ 144
Landscape Architect	\$ 124
Landscape Designer	\$ 118
CAD Drafting/Color Rendering	\$ 98

**Excluded Services:** The Firm and their design team will not be responsible for the following: analysis of downstream drainage and upstream tributary areas; ALTA Survey; Boundary Survey; Topographic Survey, Soil Borings; Interpretive sign design; Material Testing; Construction Layout; Construction Scheduling; Construction Work; Construction Supervision, Work-Site Safety; Labor Negotiations; Prevailing Wage Monitoring; Expert Testimony; Floodplain-Floodplain Mitigation – Analysis; Wetland Delineation, Wetland Mitigation; Permit / Plan Review Fees; or permit document preparation not specifically included as part of these services.

**ALTERNATE PLANNING ITEMS:**

The Forest Preserve may wish to plan two additional sites at the same time as Pickerill-Pigot. Below are options which can be added to the services above. The review meetings for these two projects would take place at the same time as the Pickerill-Pigot meetings to save time.

**Option 1: Fox River Bluffs**

Upland Design will prepare a site access improvements for Fox River Bluffs. Base GIS plans will be provided by the County for use as a base. The improvement plans will include a site plan with labels and cost estimate for review. Upland will then prepare updates based on Forest Preserve input to the plan and cost estimate. Color renderings will not be prepared.

Cost \$ 1,320

**Option 2: Little Rock Creek Forest Preserve**

Upland Design will prepare a site access improvements for Little Rock Creek Forest Preserve. Base GIS plans will be provided by the County for use as a base. The improvement plans will include a site plan with labels and cost estimate for review. Upland will then prepare updates based on Forest Preserve input to the plan and cost estimate. Color renderings will not be prepared.

Cost \$ 1,320

To: Kendall County Board of Commissioners

From: Emily Dombrowski, Environmental Education Programs Manager

RE: Winter Break Mini-Camp Budget and Write-Up

Date: November 6, 2018

**Winter Break Mini- Camp**

**Dates:** January 2-4, 2019

**Time:** 9-2 pm

**Ages-** 4-10 yrs. old

**Cost:** \$110 a camper

Looking for something fun to do while on Winter Break? Come and learn how animals have adapted to survive the snow and cold of winter. We will search for animal tracks, perform winter experiments, and celebrate all things winter! Be prepared to head outside, so dress for the weather.

2019 Winter Break Camp

Program	Contact Hours	# of Counselors	# Offered	Min Enrollment	Total Possible Enrollment per Camp	2017 Fees (Proposed)	Min Revenue	Total Possible Revenue	Staff Time per Camp (per counselor)	Staff Pay (includes setup and cleanup)	Supply Cost	Minimum Gain	Net Gain
Winter Wonders Camp- Ages 4-10 yrs old	15	2	1	6	20	\$110.00	\$660.00	\$2,200.00	19	\$494.00	\$25.00	\$141.00	\$1,681.00
												\$141.00	\$1,681.00

Re: Winter Public Program Budget: Fees and Charges  
5-Nov-18

Name of Program	Date	Location	Age	Fee	Length of Program- Including set-up and clean-up	Reg. Min	Reg. Max	Est. Sal.	Est. Supp	Net Gain (Range)
Outdoor Explorers- Nature Center Exploration	11-Dec	Meadowhawk Lodge	6-10 yrs old	\$5 per person	2 hours	6	15	\$28.00	\$0.00	\$2-\$47
Toddling Naturalist- Nature Center Exploration	12-Dec	Meadowhawk Lodge	1-3 yrs old	\$5 per child	2 hours	6	15	\$28.00	\$0.00	\$2-\$47
Babes in the Woods-Nature Center Exploration	14-Dec	Meadowhawk Lodge	4-6 yrs old	\$5 per child	2 hours	6	15	\$28.00	\$0.00	\$2-\$47
Outdoor Explorers- Animals in Winter	15-Jan	Meadowhawk Lodge	6-10 yrs old	\$5 per child	2 hours	6	15	\$28.00	\$0.00	\$2-\$47
Toddling Naturalist- Animals in Winter	16-Jan	Meadowhawk Lodge	1-3 yrs old	\$5 per child	2 hours	6	15	\$28.00	\$0.00	\$2-\$47
Babes in the Woods- Animals in Winter	18-Jan	Meadowhawk Lodge	4-6 yrs old	\$5 per child	2 hours	6	15	\$28.00	\$0.00	\$2-\$47
Winter Wonderland Painting Class	19-Jan	Meadowhawk Lodge	16 +	\$36 per person	4 hours	8	20	\$39.00	\$0.00	\$9-\$81
Groundhog Day Family Hike	2-Feb	Eagle's Nest	All Ages	\$7 per person	3 hours	15	50	\$100.00	\$0.00	\$5-\$250
Outdoor Explorers- Love Birds	12-Feb	Meadowhawk Lodge	6-10 yrs old	\$5 per child	2 hours	6	15	\$28.00	\$0.00	\$2-\$47
Toddling Naturalist- Love Birds	13-Feb	Meadowhawk Lodge	1-3 yrs old	\$5 per child	2 hours	6	15	\$28.00	\$0.00	\$2-\$47
Babes in the Woods- Love Birds	15-Feb	Meadowhawk Lodge	4-6 yrs old	\$5 per child	2 hours	6	15	\$28.00	\$0.00	\$2-\$47
								\$28.00	\$0.00	\$32-\$754



# Kendall County Forest Preserve District

## Winter 2018 Children's Program Series

### **\*NEW Program Series\***

#### **Outdoor Explorers— Ages 6-10**

Outdoor Explorers is a program geared for 6-10 year olds. Each month we will explore a different theme as we hike, create crafts, meet animals, play games, and make new friends!

**Ages:** 6-10 years old plus caregiver

**Location:** Hoover Forest Preserve  
Meadowhawk Lodge

**Time:** 4:30-5:30 pm

**Price:** \$5 per child

**December 11—**

**Fun at the Nature Center**

**Register by December 7**

**January 15— Animals in Winter**

**Register by January 11**

**February 12—Love Birds**

**Register by February 8**

#### **To register and pay\* for a program:**

Call 630-553-4025 or email rant-rim@co.kendall.il.us

\*Payment required at time of registration

#### **For additional information on a program:**

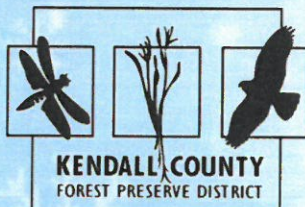
Call 630-553-2292

or email

edombrowski@co.kendall.il.us

\*If a class does not meet its minimum enrollment, it will be cancelled at least two days prior to the event.

Early registration prevents cancelled classes!



### **Toddling Naturalist**

Toddling Naturalist is a program geared for 1-3 year olds. We will explore the natural world through a variety of activities. Each monthly program includes a combination of nature hikes, stories, songs, games, or crafts.

**Ages:** 1-3 years old plus caregiver

**Location:** Hoover Forest Preserve  
Meadowhawk Lodge

**Time:** 10-11 am

**Price:** \$5 per child

**December 12—**

**Fun at the Nature Center**

**Register by December 10**

**January 16— Animals in Winter**

**Register by January 14**

**February 13— Love Birds**

**Register by February 11**

### **Babes in the Woods**

Babes in the Woods is a hour-long program for 4-6 year olds. Children will discover the wonders of nature through stories, nature hikes, crafts, songs, or games. Every month we will explore a different theme.

**Ages:** 4-6 years old plus caregiver

**Location:** Hoover Forest Preserve  
Meadowhawk Lodge

**Time:** 1-2 pm

**Price:** \$5 per child

**December 14—**

**Fun at the Nature Center**

**Register by December 12**

**January 18— Animals in Winter**

**Register by January 16**

**February 15— Love Birds**

**Register by February 13**



# Kendall County Forest Preserve District

## Winter 2018 Programs

### Family Programs and Adult Programs

#### January 19– Winter Wonderland Painting Class

Winter offers so much beauty to behold and capture. Join professional artist Marie Carter for an afternoon of fun while learning to paint a beautiful winter scene.

**Ages:** 16 and up

**Location:** Hoover Forest Preserve  
Meadowhawk Lodge

**Time:** 1-4 pm

**Price:** \$36 per person

**Register by January 16**

#### February 2–Groundhog Day Family Hike

The perfect cure for cabin fever! Get some fresh air and stretch your legs with our Groundhog Day Hike -- your chance to learn about the Groundhog's Day tradition and why his shadow is so noteworthy. We will hike to look for evidence of other animals and talk about what other animals do in the winter.

**Ages:** All Ages

**Location:** Hoover Forest Preserve  
Eagle's Nest Pavilion

**Time:** 10-12 pm

**Price:** \$5 per person

**Register by January 28**

### Winter Break Mini-Camp

Looking for something fun to do while on Winter Break? Come and learn how animals have adapted to survive the snow and cold of winter. We will search for animal tracks, perform winter experiments, and celebrate all things winter! Be prepared to head outside, so dress for the weather. **\*Additional forms are required, please visit [kendallforest.com](http://kendallforest.com) for registration forms.**

**Dates:** January 2-4, 2019

**Time:** 9-2 pm

**Ages-** 4-10 yrs. old

**Cost:** \$110 a camper







116 E. Washington Street  
Suite One  
Morris, Illinois 60450

Phone: (815) 942-3306  
Fax: (815) 942-9430  
www.mackcpas.com

TAWNYA R. MACK, CPA  
LAURI POPE, CPA  
ERICA BLUMBERG, CPA  
TREVOR DEBELAK, CPA  
MATT MELVIN  
CHRIS CHRISTENSEN  
STEPHANIE HEISNER

CERTIFIED PUBLIC ACCOUNTANTS

November 5, 2018

To the Chairman and Members  
Of the Board  
County of Kendall, Illinois Forest Preserve

We are pleased to confirm our understanding of the services we are to provide the County of Kendall, Illinois Forest Preserve for the year ended November 30, 2018. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the County of Kendall, Illinois Forest Preserve as of and for the year ended November 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County of Kendall, Illinois Forest Preserve's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to County of Kendall, Illinois Forest Preserve's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) General and Major Special Revenue Fund Budgetary Comparison Schedules
- 3) IMRF Pension Data Schedules
- 4) Notes to RSI

We have also been engaged to report on supplementary information other than RSI that accompanies the County of Kendall, Illinois Forest Preserve's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining and Individual Non-major Fund Financial Statements

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will each include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the chairman and members of the board of the County of Kendall, Illinois Forest Preserve. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the County or to acts by management or employees acting on behalf of the County. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal

award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County of Kendall, Illinois Forest Preserve's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County of Kendall, Illinois Forest Preserve's major programs. The purpose of these procedures will be to express an opinion on the County of Kendall, Illinois Forest Preserve's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of County of Kendall, Illinois Forest Preserve in conformity with U.S. generally accepted accounting principles and Uniform Guidance based on information provided by you. We will also prepare and submit the Annual Financial Report for the State of Illinois Comptroller's Office. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the paragraph and fair presentation of financial statements that are free from material misstatement



whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management is reliable and financial information and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws; regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit finding and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the commencement of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with Uniform Guidance; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with Uniform Guidance; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the U.S generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in

accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare or sign all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the County of Kendall, Illinois Forest Preserve; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mack & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mack & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant or grantor agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Tawnya Mack is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except

that we agree that our gross fee, including expenses, will not exceed \$7,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the County of Kendall, Illinois Forest Preserve and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*Mack & Associates, P.C.*

Mack & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of County of Kendall, Illinois Forest Preserve.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

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