

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
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190 050304	FIRST NATIONAL BANK OMAHA	7/2/18:ED	LAMINATING SHEETS	07/17/18	27020006200	OFFICE SUPPLIES & POSTAGE	12.48
191 050304	FIRST NATIONAL BANK OMAHA	7/2/18:DG	COURTHOUSE-WATER	07/17/18	27020006200	OFFICE SUPPLIES & POSTAGE	8.99
192 111513	KONICA MINOLTA	3263555	MONTHLY LEASE JUNE 2	07/17/18	27020006200	OFFICE SUPPLIES & POSTAGE	203.01
							224.48*
193 050304	FIRST NATIONAL BANK OMAHA	7/2/18:ED	FIRST AID-COUNSELORS	07/17/18	27020006204	CONFERENCES	180.00
							180.00*

**FOREST PRESERVE EXPENDITURE**

190 050304	FIRST NATIONAL BANK OMAHA	7/2/18:ED	LAMINATING SHEETS	07/17/18	27020006200	OFFICE SUPPLIES & POSTAGE	12.48
191 050304	FIRST NATIONAL BANK OMAHA	7/2/18:DG	COURTHOUSE-WATER	07/17/18	27020006200	OFFICE SUPPLIES & POSTAGE	8.99
192 111513	KONICA MINOLTA	3263555	MONTHLY LEASE JUNE 2	07/17/18	27020006200	OFFICE SUPPLIES & POSTAGE	203.01
							224.48*
193 050304	FIRST NATIONAL BANK OMAHA	7/2/18:ED	FIRST AID-COUNSELORS	07/17/18	27020006204	CONFERENCES	180.00
							180.00*

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COMBINED Claims Listing

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
194	110548	KENDALL COUNTY OUTDOOR	NATURE QUEST CAMP	07/17/18	27020006215	CONTRACTUAL SERVICE	75.00 75.00*
195	031510	COMMONWEALTH EDISON	BAKER WOODS	07/17/18	27020006351	ELECTRIC	23.65
196	031510	COMMONWEALTH EDISON	RICHARD YOUNG	07/17/18	27020006351	ELECTRIC	33.60
197	031510	COMMONWEALTH EDISON	HARRIS	07/17/18	27020006351	ELECTRIC	71.56
198	031510	COMMONWEALTH EDISON	HARRIS ARENA	07/17/18	27020006351	ELECTRIC	28.55
199	031510	COMMONWEALTH EDISON	JAY WOODS	07/17/18	27020006351	ELECTRIC	33.85 191.21*
200	050304	FIRST NATIONAL BANK OMAHA	CONSTANT CONTACT, PR	07/17/18	27020006843	PROMOTION/PUBLICITY	353.00 353.00*
<b>ELLIS HOUSE</b>							<b>1,023.69*</b>
201	031510	COMMONWEALTH EDISON	ELLIS HOUSE	07/17/18	27021007076	UTILITIES - ELLIS HOUSE	364.20
202	031510	COMMONWEALTH EDISON	ELLIS HOUSE	07/17/18	27021007076	UTILITIES - ELLIS HOUSE	53.22
203	050304	FIRST NATIONAL BANK OMAHA	EL - AT & I	07/17/18	27021007076	UTILITIES - ELLIS HOUSE	111.97 529.39*
204	020172	BARRETT'S ECOWATER	EL-WATER	07/17/18	27021007080	GROUND & MAINT - ELLIS H	25.00
205	050304	FIRST NATIONAL BANK OMAHA	ELLIS SUPPLIES	07/17/18	27021007080	GROUND & MAINT - ELLIS H	98.45
206	120513	LEE LEGLER CONSTRUCTION & ELEC	EL-GENERATOR	07/17/18	27021007080	GROUND & MAINT - ELLIS H	138.13 261.58*
<b>Total ELLIS HOUSE</b>							<b>790.97*</b>
207	180925	RIEMENSCHNEIDER ELECTRIC	ELLIS BARN SUPPLIES	07/17/18	27021017080	GROUND & MAINT - ELLIS B	184.80 184.80*
<b>ELLIS BARN</b>							<b>184.80*</b>
208	130506	MENARDS	ELLIS SUPPLIES	07/17/18	27021027080	GROUND & MAINT - ELLIS G	27.91
209	130506	MENARDS	ELLIS SUPPLIES	07/17/18	27021027080	GROUND & MAINT - ELLIS G	52.83 80.74*
<b>Total ELLIS GROUNDS</b>							<b>80.74*</b>
210	050304	FIRST NATIONAL BANK OMAHA	EL-ANIMAL SUPPLIES	07/17/18	27021107082	ANIMAL CARE & SUPPLIES -	82.36 82.36*
211	051936	EQUINE VETERINARY PRACTICE LLC	VET CARE-BEAU	07/17/18	27021107084	VET & FARRIER - ELLIS CAM	131.50 131.50*



Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
225 101297	JOHN DEERE FINANCIAL	6/27/18	HOOVER SHOP SUPPLIES	07/17/18	27022006863	HOOVER - SHOP SUPPLIES	103.87 103.87*
226 041511	EMILY DOMBROWSKI	JUNE 2018	ML-CHARGER / CORDS	07/17/18	27022006854	HOOVER - BUILDING MAINTEN	16.46
227 060304	FIRST NATIONAL BANK OMAHA	7/2/18:MV	ML-SOUND SYSTEM	07/17/18	27022006854	HOOVER - BUILDING MAINTEN	10.68
228 101297	JOHN DEERE FINANCIAL	6/27/18	HOOVER BLDG MAINT	07/17/18	27022006854	HOOVER - BUILDING MAINTEN	70.86
229 211430	UNIQUE PRODUCTS & SERVICE	347193,074-1	HOOVER-WOPS	07/17/18	27022006854	HOOVER - BUILDING MAINTEN	274.45 372.45*
230 101297	JOHN DEERE FINANCIAL	6/27/18	HOOVER - TARPS	07/17/18	27022006855	HOOVER - GROUNDS MAINTENA	59.43 59.43*
231 030177	JILL CAMPBELL	18-00061	ML SEC DEP RTN	07/17/18	27022007088	HOOVER SECURITY DEPOSIT R	142.50
232 267187	JASON LESLIE	17-00325	BUNKHOUSES SEC DEP R	07/17/18	27022007088	HOOVER SECURITY DEPOSIT R	300.00
233 268282	ANDREA CASH	18-00141	ML SEC DEP RTN	07/17/18	27022007088	HOOVER SECURITY DEPOSIT R	92.50
234 268283	KIM JONES	18-00106	ML SEC DEP RTN	07/17/18	27022007088	HOOVER SECURITY DEPOSIT R	172.50 707.50*
<b>Total HOOVER</b>							<b>1,743.25*</b>
235 050304	FIRST NATIONAL BANK OMAHA	7/2/18:KO	ENV ED-WAGON	07/17/18	27023016849	ENV EDUC - SCHOOL PROG EX	42.49
236 050304	FIRST NATIONAL BANK OMAHA	7/2/18:ED	PROGRAM SUPPLIES	07/17/18	27023016849	ENV EDUC - SCHOOL PROG EX	44.05 86.54*
<b>Total ENV ED SCHOOL</b>							<b>86.54*</b>
237 041511	EMILY DOMBROWSKI	JUNE 2018	CAMP SUPPLIES	07/17/18	27023026849	ENV EDUC - CAMPS EXPENSE	24.64
238 050304	FIRST NATIONAL BANK OMAHA	7/2/18:ED	CAMP SUPPLIES	07/17/18	27023026849	ENV EDUC - CAMPS EXPENSE	255.63
239 050304	FIRST NATIONAL BANK OMAHA	7/2/18:DG	ENV ED - EPIPENS	07/17/18	27023026849	ENV EDUC - CAMPS EXPENSE	142.79
240 268284	KARINA OCHOA	CAMP-BB	CAMP REFUND-BUG BUDD	07/17/18	27023026849	ENV EDUC - CAMPS EXPENSE	70.00
241 268285	SUSAN MCDUGALL	CAMP REFUND:III	CAMP REFUND-IMAGINE,	07/17/18	27023026849	ENV EDUC - CAMPS EXPENSE	185.00 678.06*
<b>Total ENV ED CAMPS</b>							<b>678.06*</b>
242 050304	FIRST NATIONAL BANK OMAHA	7/2/18:DG	NB-EPIPENS	07/17/18	27023036849	ENV EDUC - NATURAL BEGINN	400.00 400.00*
<b>Total ENV ED NATURAL BEGINNINGS</b>							<b>400.00*</b>
243 060304	FIRST NATIONAL BANK OMAHA	7/2/18:DG	ENV ED - EPIPENS	07/17/18	27023046849	ENV EDUC - OTHER PUBLIC P	142.50 142.50*

Vendor#	Vendor Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
244 050304	ENV ED LAWS OF NATURE	7/2/18:ED	FEI SUPPLIES	07/17/18	27023056849	ENV EDUC - LAWS OF NATURE	21.96 21.96*
					<b>Total ENV ED OTHER PUBLIC PROGRAMS</b>		<b>142.50*</b>
					<b>Total ENV ED LAWS OF NATURE</b>		<b>21.96*</b>
245 150985	NATURAL AREA VOLUNTEER	SI-14703	PLANTS-VOL PICNIC	07/17/18	27024006835	NATURAL AREA VOLUNTEER SU	207.40 207.40*
246 050304	FIRST NATIONAL BANK OMAHA	7/2/18:DG	VOLUNTEER PICNIC	07/17/18	27024006856	NATURAL AREA MGT SUPPLIES	81.38 81.38*
					<b>Total NATURAL AREA VOLUNTEER</b>		<b>288.78*</b>
247 220625	VERIZON (FOREST PRESERVE)	9809350369	CELL PHONES	07/17/18	27025006207	TELEPHONE - GROUNDS & NAT	801.36 801.36*
248 012290	AUTOMOTIVE SPECIALTIES INC	22993	FORD '14: OIL, FILTE	07/17/18	27025006216	EQUIP - GROUNDS & NATURAL	84.54
249 101297	JOHN DEERE FINANCIAL	6/27/18	HOOVER-EQUIPMENT	07/17/18	27025006216	EQUIP - GROUNDS & NATURAL	108.86
250 150990	PIT STOP GARAGE	6/26/18	EL-FORD F350-BRAKES	07/17/18	27025006216	EQUIP - GROUNDS & NATURAL	1,261.99 1,455.39*
251 050540	CENTRAL LIMESTONE CO INC	178011	PRESERVE IMPROVEMENT	07/17/18	27025006837	PRESERVE IMPROV - GR & NA	13.23
252 190838	SHERWIN-WILLIAMS CO. (THE)	4421-8	HARRIS-PAINT-BLDG MA	07/17/18	27025006837	PRESERVE IMPROV - GR & NA	82.16 95.39*
253 050304	FIRST NATIONAL BANK OMAHA	7/2/18:DG	HARRIS-REFUSE P/U	07/17/18	27025006847	REFUSE PICKUP - GROUNDS &	154.18
254 050304	FIRST NATIONAL BANK OMAHA	7/2/18:DG	HOOVER-REFUSE P/U	07/17/18	27025006847	REFUSE PICKUP - GROUNDS &	111.93
255 190563	SERVICE SANITATION, INC	6/29/18	PORTABLE RESTROOMS	07/17/18	27025006847	REFUSE PICKUP - GROUNDS &	268.00 534.11*
256 050304	FIRST NATIONAL BANK OMAHA	7/2/18:KO	WAGON, FLT MARKERS	07/17/18	27025007089	SUPPLIES - SHOP	60.77
257 071845	GROUND EFFECTS INC	389595-000	GLUE-BENCH HARRIS	07/17/18	27025007089	SUPPLIES - SHOP	7.44
258 101297	JOHN DEERE FINANCIAL	6/27/18	FLAGGING TAPE	07/17/18	27025007089	SUPPLIES - SHOP	11.93
259 190838	SHERWIN-WILLIAMS CO. (THE)	4551-2	HA-PARKING LOT STRIP	07/17/18	27025007089	SUPPLIES - SHOP	175.47
260 251510	YORKVILLE NAPA AUTO PARTS	200449,232,946	FORD TRUCKS-OIL, FIL	07/17/18	27025007089	SUPPLIES - SHOP	81.16 336.77*

**Total GROUNDS & NATURAL RESOURCES      3,223.02\***

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
<b>FP BOND PROCEEDS 2007</b>							
319 011345	AMERICAN BEDDING MFG.INC	33223	BUNKHOUSE-MATTRESSES	07/17/18	95020006850	PROJECT FUND EXPENSES	bantrim 3,264.26
320 080151	HAMPTON, LENZINI & RENWICK INC	000020181208	MILLBROOK BRIDGE	07/17/18	95020006850	PROJECT FUND EXPENSES	bantrim 1,733.43
321 101280	JOHNSON SEAT & CANVAS	HVR-CURTAIN	HVR-WINDOWS-BUNK	07/17/18	95020006850	PROJECT FUND EXPENSES	bantrim 6,120.00
							11,117.69*
						<b>Total FP BOND PROCEEDS 2007</b>	<b>11,117.69*</b>
						<b>GRAND TOTAL</b>	<b>\$22,722.72</b>

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMISSION MEETING MINUTES  
JUNE 19, 2018**

**I. Call to Order**

President Gilmour called the meeting to order at 11:02 am 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	X	Hendrix
X	Flowers	X	Kellogg (entered the meeting at 11:04 am)
X	Gilmour	X	Prochaska
X	Giles	X	Purcell

Commissioners Cullick, Gryder, Davidson, Hendrix, Giles, Prochaska, Purcell, Flowers, and Gilmour all were present. Commissioner Kellogg entered the meeting at 11:04 am.

**V. Approval of Agenda**

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

**VI. Citizens to Be Heard**

No public comments were offered by citizens present at the meeting.

**VII. Approval of Claims in an Amount Not-to-Exceed \$854,523.37**

Commissioner Kellogg entered the meeting room at 11:04 am.

Commissioner Gryder made a motion to approve claims in an amount not-to-exceed \$854,523.37. Seconded by Commissioner Kellogg.

Motion: Commissioner Gryder Second: Commissioner Kellogg					
<b>Roll call: Claims</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		Cullick	X		Gryder
X		Davidson	X		Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Purcell
Motion unanimously approved.					

**VIII. Approval of Minutes**

- **Kendall County Forest Preserve District Commission Meeting Minutes of June 5, 2018**
  - **Kendall County Forest Preserve District Operations Committee Meeting of June 6, 2018**
  - **Kendall County Forest Preserve District Finance Committee Meeting of June 13, 2018**
  - **Kendall County Forest Preserve District Committee of the Whole Meeting of June 13, 2018**
- Commissioner Hendrix made a motion to approve the Commission meeting minutes of June 5, 2018; the Operations Committee meeting of June 6, 2018; the Finance Committee meeting of June 13, 2018; and the Committee of the Whole meeting of June 13, 2018. Seconded by Commissioner Cullick. Aye, all. Opposed, none.

**OLD BUSINESS**

**IX. Motion: Approval of a One-Year Residence Lease Agreement with Marshal Savitski, Grounds Maintenance Worker of Plano, Illinois, with a Required Monthly Rent Payment of \$500.00 for the Use of the Pickerill Estate Home at Pickerill-Pigott Forest Preserve**

Commissioner Hendrix made a motion to approve the one-year residence lease agreement with Marshal Savitski, Grounds Maintenance worker of Plano, Illinois with a required monthly rent payment of \$500.00 for the use of the Pickerill estate home. Seconded by Commissioner Flowers.

Commissioner Davidson asked if the rent payment is in addition to the expected weekly hours worked.

Director Guritz responded that the monthly rent payment equates to a salary offset of approximately 10 hours per week for work performed. This proposal is considered a short-term arrangement as the District works to open Pickerill-Pigott Forest Preserve to the public.

Commissioner Davidson remarked there should be a set number of expected hours of work included within the lease agreement language.

Director Guritz stated that the motion on the agenda would need to be amended to fit the request. Commission would also want to consider changing the total weekly hours required, as well as the monthly rent amount. The rent income and salary amount included in the FY18 budget was calculated at a break-even point.

Commissioner Davidson made a motion to amend the motion to approve the one-year lease agreement with Marshal Savitski with a required monthly rent payment of \$500.00 plus a required 40 hours a month worked for the use of the Pickerill estate home. Seconded by Commissioner Purcell.

Commission asked what the result will be if Marshal Savitski works under 40 hours a month.

Director Guritz responded that Marshal Savitski would only be paid for the hours of work performed, with a possible violation of the lease agreement if this were changed.

Commission asked if there would be a problem with putting a minimum of hours on the lease agreement.

The State's Attorneys Office stated that current agreement is separate from the compensation the employee will receive from hours worked. There could be possible legal issues if the resident has to take a temporary leave of absence allowable under District policies and State and federal law, that would limit the employee's ability to contribute 40 hours per month.

Motion: Commissioner Davidson					
Second: Commissioner Purcell					
<b>Roll call: \$500.00 rent with 40 monthly hours worked</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
	X	Cullick		X	Gryder
X		Davidson		X	Hendrix
	X	Flowers		X	Kellogg
	X	Giles		X	Prochaska
	X	Gilmour	X		Purcell
Motion failed by a vote of 8:2.					

Commissioner Kellogg made a motion to amend the motion to approve the one-year lease agreement with Marshal Savitski, Grounds Maintenance Worker of Plano, Illinois with a required monthly rent payment of \$700.00 for the use of the Pickerill estate home at Pickerill-Pigott Forest Preserve. Seconded by Commissioner Cullick.

Commissioner Purcell asked whether there will be a requirement for hours worked.

Director Guritz responded that there will be a required 15 hours per week stated in the offer letter with a flexible schedule for completing the work within each 2-week pay period.

Commissioner Kellogg remarked that the requirement in the lease agreement that states if the resident is no long a District employee, \$225.00 per week will be due for weekly rent, noting that this should remain in the final agreement.

Motion: Commissioner Kellogg					
Second: Commissioner Cullick					
<b>Roll call: \$700.00 monthly rent amendment</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		Cullick		X	Gryder
X		Davidson		X	Hendrix
	X	Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Purcell
Motion carried by a vote of 7:3.					

The motion to increase the required monthly rent payment from \$500 to \$700 was carried by a vote of 7:3.

President Gilmour called the question on the motion on the floor.

Motion: Commissioner Hendrix					
Second: Commissioner Flowers					
<b>Roll call: One-year lease agreement with \$700.00 monthly rent</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		Cullick		X	Gryder
X		Davidson		X	Hendrix
	X	Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour		X	Purcell
Motion carried by a vote of 6:4.					

**NEW BUSINESS**

**X. MOTION: Approval of the Kendall County Forest Preserve District’s Fees and Charges Schedule for Public Programs and Facility Rentals for Fiscal Year 2018-2019**

Commissioner Davidson made a motion to approve of the Kendall County Forest Preserve District’s Fees and Charges Schedule for Public Programs and Facility Rentals for Fiscal Year 2018-2019. Seconded by Commissioner Purcell.

Director Guritz reviewed the breakdown of resident and non-resident fees and charges for District programs and facilities.

Commissioner Purcell asked that a spreadsheet be created that would automatically calculate projected revenues from fee increases based on current enrollment data from the past 12-months.

Director Guritz responded that this will be accomplished.

Motion: Commissioner Davidson					
Second: Commissioner Purcell					
<b>Roll call: Fees and Charges Schedule</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		Cullick	X		Gryder
X		Davidson	X		Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Purcell
Motion unanimously approved.					

**XI. Motion: Approval of a Proposal from AHW LLC of Somonauk, Illinois for the Purchase of a John Deere Z960M Commercial Z-Trak Mower in the Amount of \$9,527.98, Less Trade-In Deductions for the District’s 2009 Exmark LZZ29 (\$3,000); Pequea Machine 80 P Manure Spreader (\$2,000), and 2000 John Deere 2254 HV Sabre (\$200.00) for a Total Cost Not-to-Exceed \$4,327.98**

Commissioner Hendrix made a motion to approve the proposal from AHW LLC of Somonauk, Illinois for the purchase of John Deere Z960M Commercial Z-Trak mower for a total cost not-to-exceed \$4,327.98. Seconded by Commissioner Flowers.

President Gilmour remarked that this was discussed with Marty Vick, Farm Manager at the Finance Committee meeting..

Commissioner Purcell asked which fund balance the remaining payment would come from.

Director Guritz responded that the cost will be coded to the capital fund out of the approved appropriations for equipment purchases.

Motion: Commissioner Hendrix					
Second: Commissioner Flowers					
<b>Roll call: Proposal from AHW LLC of Somonauk, Illinois</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		Cullick	X		Gryder
X		Davidson	X		Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Purcell
Motion unanimously approved.					

**XII. Motion: Approval of the 2018 Goals for the District’s Executive Director**

Commissioner Hendrix made a motion to approve the 2018 goals for the District’s Executive Director. Seconded by Commissioner Flowers.

Commissioner Davidson asked why there is motion to approve the goals as a whole. Instead of approving the goals individually.

Commissioner Prochaska agreed that there will probably be items that are not on the list that will come up and need to be accomplished.

Commissioner Gryder remarked that this should be completed at the beginning of each fiscal year.

Director Guritz remarked that many of the project goals listed will not be fully completed within the current year.

Commission stated that the goals were well stated, but formal approval is not required.

Commissioner Hendrix withdrew her motion. Commissioner Flowers withdrew her second of the motion.

**XIII. MOTION: Approval of the Extension of the District’s Month-to-Month Subscription to “The Knot” Online Wedding Storefront through September 30, 2018 per Month**

Commissioner Flowers motioned to approve extension of the Districts month-to-month subscription to “The Knot” through September 30, 2018. Seconded by Commissioner Gryder.

Commissioner Hendrix remarked that “The Knot” needs to have a trackable promotion code.

Commissioner Davidson asked how many weddings are scheduled.

Director Guritz responded that Ellis House and Equestrian Center has 10 weddings booked for the year and Meadowhawk just contracted three new reservations.

Motion: Commissioner Flowers					
Second: Commissioner Gryder					
<b>Roll call: Approval of the Extension of "The Knot" Subscription</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		Cullick	X		Gryder
X		Davidson	X		Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour		X	Purcell
Motion unanimously approved.					

**XIV. Executive Session**

There was no need for executive session.

**XV. Other Items of Business**

Director Guritz reported on the top-ten list generated for Best Trails in Kendall County by The Conservation Foundation, with numerous District Forest Preserves included on the list.

Director Guritz remarked that Michelle Kelly from Upland Design is scheduled to come to a meeting in July, and that timing of the approval of the Pickerill-Pigott Master Plan is critical if the District plans to submit an OSLAD grant to support the initial public access improvements. The OSLAD grant proposal cannot include costs for Pickerill estate house improvements.

**XVI. Citizens to Be Heard**

None.

**XVII. Adjournment**

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 11:57 am.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

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

**JUNE 28, 2018**

**I. Call to Order**

Commissioner Cullick called the Finance Committee meeting to order at 6:30 pm in the Kendall County Board Room.

**II. Roll Call**

Commissioners Gilmour, Kellogg, and Cullick all were present. Commissioner Davidson entered the meeting at 6:42 pm.

**III. Approval of Agenda**

President Gilmour made a motion to approve the agenda as presented. Seconded by Commissioner Kellogg. All, aye. Opposed, none.

**IV. Citizens to be Heard**

There were no citizens to be heard.

**V. Motion to Forward Claims to Commission for an Amount Not-to-Exceed \$16,947.29**

Commissioner Gryder made a motion to forward claims not-to-exceed \$16,947.29. Seconded by President Gilmour. Aye, all. Opposed, none.

Director Guritz reported on advertisements placed to promote Ellis House and Equestrian Center services.

**VI. Capital Fund Budget -Updated Revenue and Expense Report Detail through May 31, 2018**

Director Guritz presented an updated capital fund year-to-date revenues and expenditures report. The report includes the approved budget figures for comparison. The individual capital budget projects were reviewed and discussed. Capital repairs for Hoover Forest Preserve are expected to exceed the budget amount due to unanticipated projects, while other items are expected fall below budgeted amounts. All approved YTD claims are included in the report.

**VII. Preserve Trail, Lawn, and Edge Mowers (Harris, Hoover, Pickerill-Pigott and Little Rock Creek)**

Director Guritz reported that the zero turn mower for Ellis House and Equestrian Center will be received in July. Purchase of replacement riding mowers for Harris and Hoover, and new riding mowers for Pickerill-Pigott and Little Rock Creek Forest Preserves are recommended in order to begin to maintain preserve areas, and extend the District's equipment replacement time for five years or more. The mowers proposed for purchase from Dekane Equipment are refurbished and in good shape.

The Finance Committee discussed the proposed purchases, with direction received to place the purchases on the Commission agenda for consideration.

**VIII. Chubb Insurance Coverage Renewal for Equestrian Program Participants and Volunteers**

Director Guirtz reported that this is the third year that the insurance policy will be in place. The premium has not increased. The details of the coverage were discussed.

The premium is \$1,009 providing insurance for Ellis Equestrian Center program participants and volunteers, with medical coverage for equine-related accidents up to \$10,000. Thereafter, the District's general liability coverage with Wine-Sergi is available to cover claims costs over \$10,000. The Finance Committee provided direction to place the insurance premium renewal on the Commission agenda for consideration.

**IX. Baker Woods Farm Lease Agreement Bid Discussion – Field Access Issue**

Commissioner Davidson entered the meeting.

Director Guritz reported that a soil and productivity analysis was completed and will be included in the final bid packet. Director Guritz reported that the District does not have access to the northwest field located on the east side of the Aux Sable Creek.

Commission recommended a site inspection to examine access. Options for addressing the access issue were discussed. Direction was received to confirm access issues prior to bidding the project, with bid packets stating that it is the responsibility and requirement of the bidders to secure access to all field areas from adjacent land owners.

**X. Midwest Environmental Consulting – Lead and Asbestos Inspection – Pigott Ranch House**

Director Guritz reported that the OSLAD grant program does not support building improvements, so there is no need to rush deliberations and a final decision on whether or not to retain use of the Pickerill estate house in the future. The District can consider including costs within the grant proposal for demolition of the Pigott ranch house. The lead and asbestos inspection is needed in order to determine a cost estimate for abatement and demolition. The Finance Committee discussed the Midwest Environmental Consulting proposal.

The Committee discussed adaptive uses for the Pickerill house, including what will need to be addressed to convert the house over to public access and use. Improvements include interior and exterior ADA access improvements, installation and monitoring of a new fire alarm system, entry door and flooring changes, and installation of an underground septic system. Director Guritz stated that these costs will be calculated, and presented to Commission as part of the discussion on whether the District will retain the estate house.

The Finance Committee provided direction to place the Midwest Environmental Consulting proposal on the Commission meeting agenda for consideration.

**XI. ComEd – Verde Consulting Energy Audit Results & Discussion**

Director Guritz reported that ComEd completed an energy audit of District facilities (Hoover, Harris, Pickerill-Pigott and Ellis House) through a third-party vendor (Verde Consulting). The cover reports were reviewed. The program will pay for part of the changeover. The usages and payback periods will be reviewed prior to discussing a final proposal.

The Committee gave direction to carefully examine the assumptions for energy usage for each of the locations, and to review the price schedules for replacement fixtures with Jim Smiley.

**XII. Executive Session**

None.

**XIII. Other Items of Business**

Director Guritz reported that the District's current scheduled contracts exceed revenue projections for Meadowhawk Lodge by \$3,000.00 YTD. Three weddings are booked, one of which is scheduled for 2019.

Director Guritz presented a report on Henneberry Forest Preserve access challenges. A Kendall County Highway Department cost estimate report totaling \$750,000 was reviewed. The Finance Committee discussed the costs for completing the Cherry Road improvements.

**XIV. Citizens to be Heard**

There were no citizens to be heard.

**XV. Adjournment**

Commissioner Cullick made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Meeting adjourned at 7:20 pm.

Respectfully submitted,

David Guritz  
Executive Director, Kendall County Forest Preserve District

To: Kendall County Forest Preserve District Commission

From: David Guritz, Director

RE: Midwest Environmental Consulting – Asbestos and Lead Inspection –  
Pigott Ranch House

Date: July 17, 2018

The Committee of the Whole reviewed a proposal from Midwest Environmental Consulting of Yorkville for the investigation and sampling for lead and asbestos in the Pigott ranch house.

Asbestos and lead testing of the Pigott ranch house is needed to prepare for the demolition of the structure as part of efforts to open the preserve to the public.

Costs for mitigation of lead and asbestos containing materials identified from the inspection will be calculated along with the costs for demolition, and may be included as part of the District's anticipated 2018 OSLAD grant application.

Recommendation:

District staff recommends Commission consideration of a motion to approve the Midwest Environmental Consulting Services proposal #1806535 for the investigation of lead and asbestos containing materials at the Pigott ranch house for a cost not-to-exceed \$1,750.00 plus \$35 per sample tested over the proposal's sampling schedule.



Consultants ◀ Engineers ◀ Scientists

Monday, June 25, 2018

Proposal #1806535

Kendall County Forest Preserve District  
110 West Madison Street  
Yorkville, IL 60560

Attention: David Guritz, Director

Subject: **Proposal for NESHAP Asbestos Survey and Non-HUD Lead Survey for Kendall County Forest Preserve District**  
**Project Location: Vacant Building—Pickerill-Pigott Forest Preserve, 6350B Minkler Road, Yorkville, IL 60560**

Dear Mr. Guritz;

Thank you for the opportunity to prepare this proposal for NESHAP asbestos survey and non-HUD lead survey for Kendall County Forest Preserve District. This proposal is designed to identify asbestos containing materials and lead based paint located throughout the building. The proposal is as follows:

**Item One – NESHAP Asbestos Survey**

- **Data Collection** - MEC will meet with property personnel to determine a schedule and lay out a plan of action. Any information that has been collected in the past will be collected and reviewed by MEC.
- **Review of Building Records** - MEC will review all of the supplied building records. These records will hopefully cover areas of past asbestos abatement and any other information that might be helpful in conducting your survey.
- **Inspection Layout and Sampling** - After the completion of the record review, MEC will start the building layout based on the schedule determined during the initial data collection meeting. During this phase, MEC will determine the locations of each homogeneous area. Included in these areas will be floor covering, mastic, spray-on fire proofing, troweled-on ceiling materials, thermal system, blown-in insulation, and any other suspected asbestos containing building materials (ACBM's). Included in the inspection layout will be estimated quantities of materials located in each homogeneous area. MEC will not conduct any destructive sampling to walls or ceilings in order to sample suspect materials; however, we will look to see if inspection ports are accessible and lift lay-in ceiling tiles. All samples taken will be in areas where the suspected materials are accessible. The materials and estimated quantities will be documented and submitted along with the final written report to the building owner or owner's representative. Once the layout is completed, an Illinois licensed building inspector will start sampling each homogeneous area. Per regulations, a minimum of three bulk samples will be collected per homogeneous area. Sample results along with the assessment of each material will be documented.

**Yorkville Location**

2551 N. Bridge St.  
Yorkville, IL 60560

P: (630) 553-3989  
F: (630) 553-3990

**Peoria Location**

3100 N. Knoxville Ave.  
Suite 204

Peoria, IL 61603  
P: (309) 621-4680  
F: (309) 621-4690

- **Bulk Sample Analysis** - Bulk sample analysis will be completed through an independent laboratory that has been given accreditation by the USEPA in accordance with Sections 206 of Title II of the AHERA regulations. The laboratory will also be required to take part in the National Voluntary Laboratory Accreditation Program (NVLAP).
- **Final Report and Documentation** - After the inspection phase is completed, MEC will develop a final written report documenting our findings. Included in the report will be copies of all certifications and accreditations, assessments and quantification of materials, lab reports, and any potential response actions required in the future.

#### **Item Two – Non-HUD Lead Survey**

- All work will be completed by a licensed Lead Inspector/ Risk Assessor.
- Samples will be analyzed by XRF Scanner.
- No paint chip, wipe, or soil samples are included in the project cost.
- Technical time is included in the cost of this service.
- Certifications of the inspector will be included in our final report.
- Final report will be generated documenting our findings.
- Select a number of randomly specified areas to be inspected, test for lead content of coated (paint, Varnish, or shellacked) surfaces within each selected area and all common area (interior or exterior) or all "testing combinations."
- Information gathered in the field will then be documented in a written report. This report will include a summary, all data collected in the field, detailed XRF data of all testing combinations sampled, identification of all lead based paint (LBP), and sketches/drawings of properties to show sample locations.

#### **Item Three – Project Cost**

<b>NESHAP Asbestos Survey:</b>	<b>\$1,200.00</b>
<b>Additional Bulk Samples (if required):</b>	<b>\$ 35.00 per sample</b>
<b>Non-HUD Lead Survey:</b>	<b>\$ 550.00</b>

\* Project cost includes up to thirty-five (35) asbestos bulk samples to be collected. Samples will be analyzed with standard five day turnaround on laboratory analysis. Additional samples collected, while on-site, will be billed \$35.00 each. Rush turnaround will increase the sample cost by 100%. Laboratory turnaround time is based on when the samples are received by the laboratory.

Non-HUD lead survey cost includes the use of XRF, no paint chip or wipe samples are included in the project cost. If lead samples are required, they will be billed accordingly.

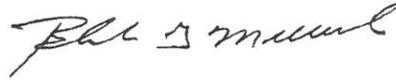
*MEC will provide an electronic copy of the final report, no hard copy reports will be provided unless requested by the Client.*

If you have any additional questions, please feel free to contact me at 630-553-3989.

Best Regards,  
Midwest Environmental Consulting Services, Inc.



Barb Ward  
Vice President of Client Relations



Blake Mellecker  
President

If this proposal is acceptable, please sign and return.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Person and Title

\_\_\_\_\_  
P.O. Number

\_\_\_\_\_  
Printed Name and Title

# 1806535  
Proposal Number

Terms: 30 days

Filename: \\server\2018proposals\1806535.doc

To: Kendall County Forest Preserve District Commission

From: David Guritz, Director

RE: Chubb and Son Equestrian Program Participant and Volunteer Coverage

Date: July 17, 2018

The Committee of the Whole reviewed the proposal for renewal of the special risk insurance coverage through Chubb & Son in the amount of \$1,009.00 for the annual insurance premium.

The insurance covers costs incurred for injuries up to \$10,000. Thereafter, the District's general liability coverage assumes coverage of additional costs incurred.

The full cost of the premium is anticipated in the District's FY 17-18 operating budget.

Recommendation:

District staff recommends consideration of a motion to approve the annual insurance premium cost of \$1,009.00 for the Chubb Group Special Risk Accident Policy through Glatfelter Insurance Group for Ellis Equestrian Center program participants and volunteers.



Kendall County Forest Preserve District  
110 West Madison Street  
Yorkville, IL 60560

# INVOICE

<b>Remit Payment To:</b>  GSB c/o M&T Bank PO Box 62688 Baltimore, MD 21264-2688	Customer #: <b>C68587</b> PB #: <b>16835</b> Broker: <b>Wine Sergi &amp; Company</b> Policy Type: <b>Special Risk Accident</b> Policy Number: <b>9907-83-03-18</b> Contract Dates: <b>08/01/2018 TO 08/01/2019</b> Trans Type: <b>Renew</b> Effective Date: <b>08/01/2018</b>					
	<table border="1"> <thead> <tr> <th>Invoice Date</th> <th>Invoice Number</th> <th>Payment Due Date</th> </tr> </thead> <tbody> <tr> <td><b>06/07/2018</b></td> <td><b>76702115</b></td> <td><b>09/01/2018</b></td> </tr> </tbody> </table>	Invoice Date	Invoice Number	Payment Due Date	<b>06/07/2018</b>	<b>76702115</b>
Invoice Date	Invoice Number	Payment Due Date				
<b>06/07/2018</b>	<b>76702115</b>	<b>09/01/2018</b>				
<i>Please make checks payable to GSB.</i>						

Description	Effective Date	Due Date	Future	Current
Policy Premium	08/01/2018	09/01/2018		\$1,009.00
<b>Total Amount Due:</b>				<b>\$1,009.00</b>

If any policy or coverage is not wanted, please notify us immediately. Otherwise, an earned premium will be due the company for the time the policy was in force. Failure to remit payment will result in cancellation of coverage.

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**Endorsement**

**Renewal**

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**Effective Date :** 08/01/2018  
**Policy Number :** 9907-83-03  
**Policyholder :** KENDALL COUNTY FOREST  
PRESERVE DISTRICT  
**Policy Period :** 08/01/2018 to 08/01/2019  
**Name of Company :** **FEDERAL INSURANCE COMPANY**  
**Issue Date :** 06/05/2018

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It is agreed that the Policy is amended as follows:

In consideration of the payment of premium of \$1,009, this Policy is renewed for a further period of 12 months beginning at 12:01 AM on 8/1/2018 and ending at 12:01 AM on 8/1/2019 standard time at the **Policyholder's** address as shown in the Insuring Agreement.

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All other terms and conditions of the policy remain unchanged.



**Authorized Representative**

**NOTICE OF PROTECTION PROVIDED BY  
ALASKA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a brief summary of the Alaska Life and Health Insurance Guaranty Association (Association) and the protection it provides for policyholders. This safety net was created under Alaska law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Alaska law, with funding from assessments paid by other insurance companies. The basic protections provided by the Association are:

**Life Insurance**

- \$300,000 in death benefits
- \$100,000 in cash surrender or withdrawal values

**Health Insurance**

- \$500,000 in hospital, medical and surgical insurance benefits
- \$300,000 for disability insurance
- \$100,000 in other types of health insurance benefits

**Annuities**

- \$100,000 in withdrawal and cash values
- \$5,000,000 for covered unallocated annuities that fund other plans

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to hospital, medical, and surgical insurance benefits.

The protections listed above apply only to the extent that benefits are payable under covered policy(s). In no event will the Association provide benefits greater than those given in the life, annuity, or health insurance policy or contract.

**NOTE: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Alaska law.

A written complaint to allege violation of any provision of the Alaska Life and Health Insurance Guaranty Association Act must be filed with the Alaska Division of Insurance, 550 West Seventh Avenue, Suite 1560, Anchorage, Alaska, 99501-3567; telephone (907) 269-7900. Financial information for an insurance company, if the insurance information is not proprietary, is available at the same address and telephone number. The Association should not be contacted regarding the financial information of an insurance company.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at [www.aklifega.org](http://www.aklifega.org) or contact:

Alaska Life and Health Insurance Guaranty Association  
1007 West Third Avenue, Ste. 400  
Anchorage, AK 99501  
(907) 243-2311

Alaska Division of Insurance  
550 West Seventh Avenue, Ste. 1560  
Anchorage, AK 99501-3567  
(907) 269-7900

Insurance companies and agents are not allowed by Alaska law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Alaska law, then Alaska law will control.

<b>FACTS</b>	<b>WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and payment history</li> <li>• insurance claim history and medical information</li> <li>• account transactions and credit scores</li> </ul> <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p>	
<b>How?</b>	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does Chubb share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> - to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call 1-800-258-2930 or go to <a href="https://www2.Chubb.com/us-en/privacy.aspx">https://www2.Chubb.com/us-en/privacy.aspx</a>	

<b>Who is providing this notice?</b>	The Chubb Group. A list of these companies is located at the end of this document.
<b>What we do</b>	
<b>How does Chubb Group protect my personal information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.</p>
<b>How does Chubb Group collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• apply for insurance or pay insurance premiums</li> <li>• file an insurance claim or provide account information</li> <li>• give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include those with a Chubb name and other companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Chubb does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include categories of companies such as banks.</li> </ul>

### Other important information

**For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only:** Under state law, under certain circumstances, you have the right see the personal information about you that we have on file. To see your information, write Chubb Group Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

**For Nevada residents only:** We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at [privacyinquiries@Chubb.com](mailto:privacyinquiries@Chubb.com), or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing [bcpinfo@ag.state.nv.us](mailto:bcpinfo@ag.state.nv.us), or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

**For Vermont residents only:** Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

### Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Texas Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.

## Chubb Group

### Notice of HIPAA Privacy Practices for Protected Health Information

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This notice is effective as of January 1, 2018.

The Chubb Group of Companies, as affiliated covered and hybrid entities, (the "Company") is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information, and to inform you about:

- The Company's uses and disclosures of Protected Health Information ("PHI")
- Your privacy rights with respect to your PHI;
- The Company's duties with respect to your PHI;
- Your right to file a complaint with the Company and to the Secretary of the U.S. Department of Health and Human Services ("HHS"); and
- The person or office to contact for further information regarding the Company's privacy practices.

PHI includes all individually identifiable health information transmitted or maintained by the Company, regardless of form (e.g. oral, written, electronic).

A federal law, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulates PHI use and disclosure by the Company. You may find these rules at 45 Code of Federal Regulations Parts 160 and 164. This notice attempts to summarize the regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

#### I. Notice of PHI Uses and Disclosures

##### A. Required Uses and Disclosures

Upon your request, the Company is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of Health and Human Services to investigate or determine the Company's compliance with the privacy regulations.

##### B. Uses and Disclosures to Carry Out Treatment, Payment, and Health Care Operations

The Company and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Company also may also disclose PHI to a plan sponsor for purposes related to treatment, payment and health care operations and as otherwise permitted under HIPAA to the extent the plan documents restrict the use and disclosure of PHI as required by HIPAA.

*Treatment* is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers. For example, the Company may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

*Payment* includes, but is not limited to, actions to make coverage determinations and payment (including establishing employee contributions, claims management, obtaining payment under a contract of reinsurance, utilization review and pre-authorizations). For example, the Company may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Company.

*Health* care operations include, but are not limited to, underwriting, premium rating and other insurance activities relating to creating or reviewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. For example, the Company may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

The Company also may contact you to provide appointment reminders or information about treatment alternatives or health-related benefits and services that may be of interest to you.

#### C. Uses and Disclosures that Require Your Written Authorization

The Company will not use or disclose your PHI for the following purposes without your specific, written authorization:

- Use and disclosure of psychotherapy notes, except for your treatment, Company training programs, or to defend Company against litigation filed by you.
- Use and disclosure for marketing purposes, except for face to face communications with you.
- Use and disclosure that constitute the sale of your PHI. The Company does not sell the PHI of its customers.

Except as otherwise indicated in this notice, uses and disclosures of PHI will be made only with your written authorization subject to your right to revoke such authorization. You may revoke an authorization by submitting a written revocation to the Company at any time. If you revoke your authorization, the Company will no longer use or disclose your PHI under the authorization. However, any use or disclosure made in reliance of your authorization before its revocation will not be affected.

#### D. Uses and Disclosures Requiring Authorizations or Opportunity to Agree or Disagree Prior to the Use or Release

If you authorize in writing the Company to use or disclose your own PHI, the Company may proceed with such use or disclosure without meeting any other requirements and the use or disclosure shall be consistent with the authorization.

Disclosure of your PHI to family members, other relatives or your close personal friends is allowed if:

- The information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

#### E. Uses and Disclosures for which Consent, Authorization or Opportunity to Object is Not Required

Use and disclosure of your PHI is allowed without your authorization or request under the following circumstances:

(1) When required by law.

(2) When permitted for purposes of public health activities, including when necessary to report product defects and to permit product recalls and to conduct post-market surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.

(3) When authorized by law to report information about abuse, neglect or domestic violence. In such case, the Company will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI.

(4) The Company may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).

(5) The Company may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Company that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal.

(6) When required for law enforcement purposes (for example, to report certain types of wounds).

(7) For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to a victim of a crime but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Company's best judgment.

(8) When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent. The Company may also disclose your PHI to organ procurement organizations.

(9) The Company may use or disclose PHI for government-approved research, subject to conditions.

(10) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use of disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.

(11) For certain government functions such as related to military service or national security.

(12) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

(13) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

## **II. Rights of Individuals**

### **A. Right to Request Restrictions on Use and Disclosure of PHI**

You may request the Company to restrict its use and disclosure of your PHI to carry out treatment, payment or health care operations, or to restrict its use and disclosure to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Company may not be required to agree to your request, unless you have paid out of pocket in full for services, depending on the specific facts.

The Company will accommodate reasonable requests to receive communications of PHI by alternative means or alternative locations, such as a location other than your home. The Company will accommodate this request if you state in writing that you would be in danger from receiving communications through the normal means.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to: Maura Caliendo, Global Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone 1-844-58-CHUBB (1-844-582-4822).

#### B. Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Company maintains the PHI.

"Protected Health Information" (PHI) includes all individually identifiable health information transmitted or maintained by the Company, regardless of form.

"Designated Record Set" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Company is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to: Maura Caliendo, Global Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone 1-844-58-CHUBB (1-844-582-4822).

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of Health and Human Services.

#### C. Right to Amend PHI

You have the right to request the Company to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Company has 60 days after the request to act on the request. A single 30-day extension is allowed if the Company is unable to comply with the deadline. If the request is denied in whole or part, the Company must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made to: Maura Caliendo, Global Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone 1-844-58-CHUBB (1-844-582-4822).

You or your personal representative(s) will be required to complete a form to request amendment of the PHI in your designated record set.

#### D. Right to Receive an Accounting of PHI Uses and Disclosures

Upon your request, the Company will provide you with an accounting of disclosures by the Company of your PHI during the six (6) years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; (3) prior to the compliance date; or (4) based upon your own written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Company will charge a reasonable, cost-based fee for each subsequent accounting.

E. Right to Obtain a Paper Copy of This Notice Upon Request (Even if you have consented to receive this notice electronically)

To obtain a paper copy of this notice contact: Maura Caliendo, Global Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone 1-844-58-CHUBB (1-844-582-4822).

F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.

The Company retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

**III. The Company's Duties**

The Company is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices and to notify affected individuals of a breach of unsecured PHI. The Company is required to abide by the terms of this notice.

The Company reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Company prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Company still maintains PHI. This notice and any revised version of this notice will be posted on the Company's internal website or mailed.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Company or other privacy practices stated in this notice.

**A. "Minimum Necessary" Standard**

When using or disclosing PHI, or when requesting PHI from another covered entity, the Company will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;
- Disclosures made to the Secretary of HHS;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Company's compliance with legal regulations.

This notice does not apply to information that has been "de-identified." De-identified information is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining premium bids or modifying, amending or terminating the Company, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the Company Sponsor has provided health benefits under the Company; and from which identifying information has been deleted in accordance with HIPAA.

#### **IV. Your Right to File a Complaint with the Company or the HHS Secretary**

If you believe that your privacy rights have been violated, you may complain to the Company in care of: Maura Caliendo, Global Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone 1-844-58-CHUBB (1-844-582-4822).

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).

Your complaint must be submitted within 180 days of when you believe the violation occurred. The Company will not retaliate against you for filing a complaint.

#### **V. Contact Information**

If you have any questions regarding this notice or the subjects addressed in it, you may contact: Maura Caliendo, Global Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone 1-844-58-CHUBB (1-844-582-4822).

#### **VI. Chubb Group Legal Entities**

This following is a list of the Chubb Group companies located in the United States: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc. Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, Combined Insurance Company of America, and Combined Life Insurance Company of New York. These companies have designated themselves as hybrid entities and only those designated health care components identified by such companies are subject to HIPAA. In addition, these companies are legally separate affiliated companies under common ownership and have designated themselves as a single covered entity for purposes of HIPAA compliance.

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**PUBLIC NOTICE**

**Public Hearing - Pickerill-Pigott  
Forest Preserve Master Plan**

The Kendall County Forest Preserve District will be hosting a public hearing to review the final draft of the Pickerill-Pigott Forest Preserve Master Plan for the development of public access improvements, trails, facilities, and outdoor recreation amenities. Public participation will inform final master plan recommendations, and support the District's grant application to complete initial public access and preserve improvements through the State of Illinois - Illinois Department of Natural Resources Open Space Land Acquisition and Development program.

The public hearing will be held at the Kendall County Historic Courthouse located at 110 W. Madison Street, Yorkville, Illinois 60560 on Thursday, July 19 from 5:00 pm to 7:00 pm. Interested individuals may also participate in a master plan survey by sending an email to [kforest@co.kendall.il.us](mailto:kforest@co.kendall.il.us), or by contacting the District at 630-553-4131.

(Published in the Kendall County Record on July 5, 2018)  
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