Page 008			** ghauge	bantrim	bantrim bantrim bantrim bantrim
10:22:27 AM	Dist Amount		203.01	*00.09	32.52 23.67 34.09 497.83
04/06/18 10	Account Description		OFFICE SUPPLIES & POSTAGE	DUES/MEMBERSHIPS	ELECTRIC ELECTRIC ELECTRIC ELECTRIC
	Budget #		27020006200	27020006203	27020006351 27020006351 27020006351 27020006351
ims Listing	Date		04/17/18	04/17/18	04/17/18 04/17/18 04/17/18 04/17/18
COMBINED Claims Listing	Description		MONTLY LEASE MAR 18	PEST CONTROL LICENSE	JAY WOODS BAKER WOODS RICHARD YOUNG PICKERILL
	Invoice #		31660537	3/28/18	3/26/18:JW 3/19/18:BW 3/28/18:RY 3/27/18:PICK
laim Kendall County	Name	FOREST PRESERVE EXPENDITURE	KONICA MINOLTA	IL DEPT OF AGRICULTURE	COMMONWEALTH EDISON COMMONWEALTH EDISON COMMONWEALTH EDISON COMMONWEALTH EDISON
frmPrtClaim	Vendor#			149 092010	150 031510 151 031510 152 031510 153 031510

frmPrtClaim	laim Kendall County		COMBINED Claims	Listing		04/06/18 10:2	10:22:27 AM	Page 009	600
Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount	tt.	
154 031510 155 031510	COMMONWEALTH EDISON	4/2/18:HA 4/2/18:ARENA	HARRIS HARRIS ARENA	04/17/18	27020006351 27020006351	ELECIRIC ELECIRIC	36.71 25.39 650.21	36.71 25.39 550.21*	bantrim bantrim
156 231010	WIPFLI	1231821	AUDIT	04/17/18	27020006549	AUDIT FUND	5,750.00		** skraber
157 060304 158 060304	FIRST NATIONAL BANK OMAHA FIRST NATIONAL BANK OMAHA	4/3/18:DG 4/3/18:DG	ADS-CAMPS, LESSONS, PL EL-WEDDING PAGES	04/17/18	27020006843 27020006843	PROMOTION/PUBLICITY PROMOTION/PUBLICITY	186.99 250.00 436.94	*	** bantrim ** bantrim
					Total FOR	FOREST PRESERVE EXPENDITURE	7,100.16*	.16*	
	ELLIS HOUSE								
	FIRST NATIONAL BANK OMAHA	4/3/18:DG	EL - AT&T	04/17/18	27021007076	UTILITIES - ELLIS HOUSE	104	104.10 **	* bantrim
160 020172	BARRETI'S ECOWATER	APR 2018	WATER-APRIL 2018	04/17/18	27021007080	GROUNDS & MAINT - ELLIS H		25.00*	bantrim
	PILITS CENTING				Total ELL	ELLIS HOUSE	129	129.10*	
	ETHIS GROONDS								
161 060304	FIRST NATIONAL BANK OMAHA	4/3/18:MV	EL-CAR WASH	04/17/18	27021027080	GROUNDS & MAINT - ELLIS G		13.00 *;	** bantrim
					Total ELLIS	IS GROUNDS	13.	13.00*	
	ELLIS CAMPS								
162 060304	FIRST NATIONAL BANK OMAHA	4/3/18:MV	EL-VACCINE	04/17/18	27021107084	VET & FARRIER - ELLIS CAM		50.00*	** bantrim
	ELLIS RIDING LESSONS				Total ELLIS	IS CAMPS	50	50.00*	
163 060304	FIRST NATIONAL BANK OMAHA	4/3/18:MV	EL-VACCINE	04/17/18	27021117084	VET & FARRIER - ELLIS RID	2000	** *00.00	** bantrim
	ELLIS BIRTHDAY PARTIES				Total ELLIS	IS RIDING LESSONS	. 50	50.00*	
164 060304 165 141630	FIRST NATIONAL BANK OMAHA NICOLE NORION	4/3/18:MV 3/22/18:NN	EL-VACCINE EL-HORSE SUPPLIES	04/17/18	27021127084 27021127084	VET & FERRIER - ELLIS B-D VET & FERRIER - ELLIS B-D		70.00 ** 22.75 92.75*	bantrim bantrim
					Total ELL	Total ELLIS BIRTHDAY PARTIES	92.	92.75*	

frmPrtClaim	laim Kendall County		COMBINED Claims Listing	Listing		04/06/18 10:22	10:22:27 AM Pa	Page 010
Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount	
	SUNRISE CENTER							
166 060304	FIRST NATIONAL BANK OMAHA	4/3/18:DG	EL - WOOD SHAVINGS	04/17/18	27021147082	ANIMAL CARE/SUPPLIES - SU	381.04	** bantrim
	ELLIS WEDDINGS				Total SUN	SUNRISE CENTER	381.04*	
167 060304	FIRST NATIONAL BANK OMAHA	4/3/18:DG	EL REFUSE P/U	04/17/18	27021207078	REFUSE PICKUP - ELLIS	102.08	** bantrim
	HOOVER				Total ELLIS	IS WEDDINGS	102.08*	
168 110530 169 130506	KENDALL PLUMBING & HEAIING MENARDS	18026916 9760	MOONSEED-THERMOSTAT HOOVER BLDG SUPPLIES	04/17/18	27022006864 27022006864	HOOVER - BUILDING MAINTEN HOOVER - BUILDING MAINTEN	274.00 376.27 650.27*	bantrim bantrim
170 110592 171 130232 172 190190	KRISTEN KENNELLY MICHAEL MAY JEAN SAVAGE	17-00169 18-00053 17-00281	ML SEC DEP RIN BUNKHOUSE SEC DEP RI ML SEC DEP RIN	04/17/18 04/17/18 04/17/18	27022007088 27022007088 27022007088	HOOVER SECURITY DEPOSIT R HOOVER SECURITY DEPOSIT R HOOVER SECURITY DEPOSIT R	750.00 100.00 90.00 940.00*	bantrim bantrim bantrim
	ENV ED SCHOOL				Total HOOVER	ÆR	1,590.27*	
173 060304	FIRST NATIONAL BANK OMAHA	4/3/18:ED	SCHOOL SUPPLIES	04/17/18	27023016849	ENV EDUC - SCHOOL PROG EX	2.08	** bantrim
	ENV ED CAMPS				Total ENV	ED SCHOOL	2.08*	
174 060304	FIRST NATIONAL BANK OMAHA	4/3/18:ED	CAMP SUPPLIES	04/17/18	27023026849	ENV EDUC - CAMPS EXPENSE	48.19	** bantrim
	ENV ED NATURAL BEGINNINGS				Total ENV	ED CAMPS	48.19*	
175 060304 176 070789	FIRST NATIONAL BANK OMAHA MEGAN GESSLER	4/3/18:MG MAR 2018	NB-CRAFIS, PHOTOS NB SUPPLIES	04/17/18	27023036849 27023036849	ENV EDUC - NATURAL BEGINN ENV EDUC - NATURAL BEGINN	170.68 15.98 186.66*	bantrim bantrim
	ENV ED OTHER PUBLIC PROGRAMS				Total ENV	ED NATURAL BEGINNINGS	186.66*	
177 060304	FIRST NATIONAL BANK OMAHA	4/3/18:ED	MAPLE SYRUP PROG	04/17/18	27023046849	ENV EDUC - OTHER PUBLIC P	165.68	** bantrim

27 AM Page 011	Dist Amount	165.68*	18.91 ** bantrim 18.91*	18.91*	788.41 bantrim 788.41*	420.00 bantrim 960.00 bantrim 12.95 bantrim 764.78 bantrim 2.157.73*	558.24 bantrim 558.24*	140.36 ** bantrim 98.08 ** bantrim 238.44*	445.39 bantrim 592.00 bantrim 1,037.39*	
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s Listing	Date		04/17/18		04/17/18	04/17/18 04/17/18 04/17/18 04/17/18	04/17/18	04/17/18 04/17/18	04/17/18 04/17/18	
COMBINED Claims Listing	Description		PEI SUPPLIES		CELL PHONES	FORD DUMP TRUCK TIRE FORD 250 TIRES IGNITION KEY SET EL-F350 - EXHAUST	GAS/DIESEL:FEB-MAR '	HA REFUSE P/U HVR REFUSE P/U	2017-2018 SALT HA-GARAGE REPAIRS	
	Invoice #		4/3/18:ED		9803795577	7409 7378 1632906 3/15/18	APR 2018	4/3/18:DG 4/3/18:DG	2017-18 38685	
aim Kendall County	Name	ENV ED LAWS OF NATURE	FIRST NATIONAL BANK OMAHA	CROTING C MAMPINEST TREESTED	VERIZON (FOREST PRESERVE)	FLATSO'S TIRE SHOP FLATSO'S TIRE SHOP JOHN DEERE FINANCIAL PIT STOP GARAGE	KENDALL CO HIGHWAY DEPT	FIRST NATIONAL BANK OMAHA FIRST NATIONAL BANK OMAHA	KENDALL CO HIGHWAY DEPT PROFESSIONAL GARAGE DOOR, INC	
frmPrtClaim	Vendor#		178 060304		179 220626	180 061021 181 061021 182 101297 183 160990	184 110531	185 060304 186 060304	187 110531 188 161854	

Page 014			bantrim bantrim		
10:22:27 AM Page	Dist Amount		475.00 4,502.00 4,977.00*	4,977.00*	\$19,687.13
04/06/18	Account Description		PROJECT FUND EXPENSES PROJECT FUND EXPENSES	Total FP BOND PROCEEDS 2007	TAL
	Budget #		95020006850 95020006850	Total FP	GRAND TOTAL
COMBINED Claims Listing	Date		04/17/18 EB 04/17/18		
COMBINED	Description		2017 REFUND BONDS MILLBROOK BRIDGE-FEB		
	Invoice #		1856367001 C 20180549		
laim Kendall County	Name	FP BOND PROCEEDS 2007	AMALGAMATED BANK OF CHICAGO 1856367001 HAMPION, LENZINI & RENWICK INC 20180549		
frmPrtClaim	Vendor#		240 011311 241 080151		

## KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION MEETING MINUTES

## **APRIL 3, 2018**

## I. Call to Order

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

## II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

## III. Invocation

Commissioner Prochaska offered an invocation for the meeting.

## IV. Roll Call

X	Cullick	Х	Gryder
Χ	Davidson	X	Hendrix
Χ	Flowers	Х	Kellogg
Χ	Gilmour	Х	Prochaska
Χ	Giles	Х	Purcell (Entered the meeting at 6:04 pm)

Commissioners Cullick, Davidson, Flowers, Giles, Gryder, Hendrix, Kellogg, Prochaska, and Gilmour all were present. Commissioner Purcell entered the meeting at 6:04 pm.

## V. Approval of Agenda

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

## VI. Citizens to Be Heard

Todd Milliron of Yorkville remarked that Mark Harrington held a meeting regarding Millbrook Bridge. Budd Wormly was suggested as a contact to reach out to Millbrook about the condition of the bridge. It was noted that Budd Wormly has a parcel of land along the river that is between two parcels of District land that was discussed during Mr. Milliron's meeting.

## VII. Finance Committee Report

Commissioner Cullick reported that the Finance Committee reviewed and forwarded claims not-to-exceed \$9,215.90. The West Bend Property damage release was reviewed for \$800.00. A proposal from National Business Furniture for an Administrative Assistant's work station is recommended for approval. The Hoover Forest Preserve Community Restoration Challenge grant for the nature play space was reviewed, and will be discussed at the Operations Committee. The Illinois Clean Energy Community Foundation pending grant award was discussed for Phase II Hoover Nature Play Space projects.

## VIII. Approval of Claims in an Amount Not-to-Exceed \$9,215.90

Commissioner Hendrix made a motion to approve claims in an amount not-to-exceed \$9,215.90. Seconded by Commissioner Cullick.

Motion: Commissioner Hendrix
Second: Commissioner Cullick

Roll call: Claims Not-to-Exceed \$9,215.90

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

Motion unanimously approved.

## IX. Approval of Minutes

- Kendall County Forest Preserve District Commission Meeting Minutes of March 21, 2018
- Kendall County Forest Preserve District Finance Committee Meeting of March 29, 2018 Commissioner Flowers made a motion to approve the Commission meeting minutes of March 21, 2018, and the Finance Committee meeting March 29, 2018. Seconded by Commissioner Hendrix. Aye, all. Opposed, none.

## **OLD BUSINESS**

X. <u>MOTION:</u> Approval of the West Bend Property Damage Release for the Repair of Split Rail Fencing at the District's Canoe Launch Area in the Amount of \$800.00.

Commissioner Cullick motioned to approve the West Bend Property damage release for the repair of split rail fencing at the District's canoe launch area in the amount of \$800.00. Seconded by Commissioner Flowers.

Commissioner Gryder asked if this is the correct amount to repair damages.

## DRAFT FOR COMMISSION APPROVAL: 04-17-18

Director Guritz replied that it is a sufficient amount to repair damages. The amount matches a quote from Kendall Fencing out of Bristol.

Motion: Commissioner Cullick Second: Commissioner Flowers

Roll call: West Bend Property Damage Release

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

Motion unanimously approved.

## **NEW BUSINESS**

# XI. MOTION: Approval of a Proposal from National Business Furniture Replacement of the District's Administrative Assistant's Reception Work Station for an Amount Not-to-Exceed \$2,303.20

Commissioner Hendrix made a motion to approve a proposal from National Business Furniture for the replacement of the District's Administrative Assistant's reception work station for an amount not-to-exceed \$2,303.20. Seconded by Commissioner Cullick.

Director Guritz stated that the purchase will be coded to the capital fund.

Commissioner Purcell asked if the purchase of the workstation was planned in the budget.

Director Guritz replied that there are funds in the budget for equipment. The current desk does not offer a barrier for privacy of permit information and other sensitive paper work. The new work station will offer work space for customers to fill out paperwork and permits, as well as create a barrier to the back offices. The current desk will go in the Director's office and the Director's desk will be used in Environmental Education.

Motion: Commissioner Hendrix Second: Commissioner Cullick

Roll call: National Business Furniture Proposal

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

Motion unanimously approved.

## XII. Other Items of Business

Director Guritz remarked that Commissioners interested in attending The Conservation Foundation Benefit Dinner are welcome, and should let him know.

Director Guritz reported that during the Committee of the Whole meeting, Pickerill-Pigott master plan updates were discussed, including a public tour planned for May 5, 2018 at 10 am which will include a preserve tour for public feedback. The District is working to complete a survey and virtual tour so that interested constituents that cannot attend the open house can provide input on the preserve plans. KAT buses will provide transportation to the open house.

## XIII. Citizens to Be Heard

None.

## XIV. Adjournment

Commissioner Cullick made a motion to adjourn. Seconded by Commissioner Flowers. Aye, all. Opposed, none. Meeting adjourned at 6:18 pm.

Respectfully submitted,

David Guritz Director, Kendall County Forest Preserve District

## KENDALL COUNTY FOREST PRESERVE DISTRICT OPERATIONS COMMITTEE MEETING MINUTES

## **APRIL 4, 2018**

#### I. Call to Order

Committee Chair Flowers called the Operations Committee meeting to order at 6:04 pm in the Kendall County Board Room.

#### II. Roll Call

Commissioners Hendrix, Prochaska, and Flowers all were present. Commissioner Purcell entered the meeting at 6:06 pm.

## III. Approval of Agenda

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

## IV. Citizens to be Heard

No public comments were offered by those in attendance.

## V. Review of Preliminary Financial and Income Statement Reports through March 31, 2018

Director Guritz presented preliminary financial and income statement reports through March 31, 2018. The District is ahead of the prior year's financial statements for the same period on a cash basis by approximately \$30K. \$20K of this amount is from farm lease yield payments credited to the current fiscal year. Ellis House and Equestrian Center has increased YTD revenues. Environmental Education has a decrease in total costs YTD.

Commissioner Purcell entered the meeting room at 6:06 pm.

Director Guritz presented a report by Environmental Education Program Manager Emily Dombrowski of all spring school program bookings. Environmental Education shows a positive difference of \$11K YTD over last year. Based on reservations, school program revenue is estimated to be \$18K by the end of May 2018. It was reported that Environmental Education Spring Break camps showed a net gain of \$60.00.

Commissioner Purcell asked if benefits are included in staff cost.

Director Guritz replied that benefits are included when calculating staff cost. There is a \$5K difference YTD over the prior year in staff benefits costs.

The Operations Committee discussed the difference and suggested that the change is expected with the addition of a full-time staff member's benefits costs.

Director Guritz reported that the Meadowhawk Lodge is past the year's budget expectations for revenues for contracted rentals. Social media marketing efforts are credited for the increase in rentals and program enrollments.

Commissioner Purcell asked whether the promotional codes have been used in rentals.

Director Guritz responded that there have not been additional wedding bookings on the discount offer, but there have been one or two second event booking requests received from the Facebook advertisement's promotional code.

## VI. Special Use Permits

a. Kendall County Probation – 23<sup>rd</sup> Judicial Circuit Event – July 18, 2018 @ Meadowhawk Lodge from 8:00 am to 4:30 pm – Waived Rental Fee

Director Guritz presented a special use permit for Kendall County Probation 23<sup>rd</sup> Judicial Circuit training event.

 Kendall County 4H Special Use Permit Amendment – Kim Eisenaugle Shelter Use (Moonseed) April 11, 2018 4 pm to 7 pm – 4H Outdoor Cooking Skills

Director Guritz presented a special use permit amending the Kendall County 4H special use permit for the use of the Moonseed shelter for an outdoor cooking skills event.

## VII. 2018 Nature Play Space Project Overview and Budget

Director Guritz reported on an Illinois American Water grant application. No match is required for the \$10K grant request. This grant would help to support the next phase in the development of the Hoover Nature Play Space. The Community Stewardship Restoration Challenge Grant project total is \$28K, with a possible \$10,000 grant through the ComEd Green Region program. Proposed Phase II projects for the nature play space includes a hobbit tunnel and a water feature connected to the existing butterfly garden. The Amenities and Events grant, American Illinois Water, and the 100+ Women Who Care donations would all combine to complete the Phase II projects.

Commissioner Purcell asked if the District will have to fund any of the play space projects.

Director Guritz responded that costs will be covered by the grants and volunteer support efforts.

## 2018-2019 Proposed Fees and Charges Review and Discussion

Director Guritz presented a report on updated fees and charges. The Ellis House and Equestrian Center fees will be reviewed for possible fee increases. Director Guritz requested Committee deliberation and directions.

Commissioner Purcell asked how the budget was determined with respect to enrollment within the different lesson program offerings.

Director Guritz responded that a formal assessment was not completed as part of budgeting. The lesson program revenues are based on historical levels for participation.

Commissioner Purcell asked if when fees were increased in the past.

Director Guritz responded that shelter rentals have not been increased for 3 years. It is suggested that various shelter prices could be differentiated based on popularity.

Operations Committee suggested raising the Harris shelter 1 and 4 fees due to their increased use.

Director Guritz remarked that the bunkhouse rental fee was increased by \$10.00 per evening in the previous year. The group and family campsite fees have not been raised.

The Operations Committee suggested keeping the family campsite fees the same, and to look at increasing group campsite fees.

Director Guritz responded there are 3 group campsites, with each overnight counted as a rental event. Active promotions of group and family camping opportunities may increase campground use.

The Operations Committee suggested additional program events, like Stargazing, to increase group campsite use. The Operations Committee gave the direction to review the fees of group campsites again in 6 months.

Director Guritz also remarked that coffee service fees could also be increased. There is a proposed fee increase for Ellis House and Equestrian Center rentals for Saturday events, that should be significantly higher than Friday and Sunday events. Saturday events have a greater demand.

The Operations Committee suggested increasing Saturday fees for weddings. It was also suggested to market towards cooperate meetings, events and retreats for rentals.

Director Guritz suggested reducing the discounts for various groups for rentals.

The Operations Committee remarked that there are not enough government rentals currently to warrant the changes. The discounted events that are hosted at District facilities are bringing more people out to see the venues who might possibly rent in the future.

Commissioner Purcell asked why there are differences in wedding rentals at the two venues.

Director Guritz remarked that there are capacity differences at the venues. Social media efforts are working toward increasing both, especially Ellis House and Equestrian Center rentals.

The Operations Committee asked how Ellis House and Equestrian Center lessons are selling, and when the fees were last increased.

Director Guritz responded that the fees were increased in the past year. The Ellis House and Equestrian Center staff varied on thoughts as to whether fees should increase.

Commissioner Hendrix remarked that the current prices for horse lessons are good, cautioning that increasing these fees could negatively impact sales.

The Operations Committee suggested tracking the customers who buy one lesson and return to buy a package lesson. It was also suggested to offer packages that have a 2-day a week option. Additional lessons would require an additional lesson horse.

Director Guritz reported that out of 4 horses owned by the District, two new horses will need to be brought in. Finding placements for current horses and purchasing replacement lesson horses is a work in progress.

Director Guritz reported that summer camp fees were raised last year. Birthday parties have been raised and are doing well.

Commissioner Purcell asked whether the cost for the hay ride option was cost effective.

Director Guritz replied that the additional option is for birthday parties, and other group tours, with a per-individual fee that does cover staff costs. School program increases will take effect in the fall semester. Natural Beginnings will also increase.

Commissioner Purcell asked if Natural Beginnings is budgeted at full compacity.

Director Guritz responded that Natural Beginnings is budgeted with full enrollment.

## VIII. KCFPD Personal Policies Manual – Draft for Review

Director Guritz presented a draft of a KCFPD personal policies manual. The manual has been worked on with President Gilmour and Vice President Prochaska. The States Attorney's

#### DRAFT FOR COMMISSION APPROVAL: 04-17-18

Office 2017 personal policies manual was used as a template for the KCFPD manual. Director Guritz stated that requiring FMLA paperwork after an employee misses 5 consecutive work days is a better fit for the District KCFPD. The vacation day roll over policy is another area where adjustments were made to the draft policy as a better fit to District operations.

The Operations Committee suggested that more time will be needed to look over each of the draft manual sections.

## IX. Hoover Forest Preserve Maintenance Project Updates (Lighting and Lift Station Pumps)

Director Guritz presented an update on Hoover Forest Preserve lighting and lift station pumps. Proposals for the parking lot solar lights and lift stations pumps have been requested.

## X. Hoover Railroad Crossing Improvements Updates

Director Guritz presented an update on the Hoover railroad crossing improvements. A subcontractor will be installing crossing gates, and will tap into the Hoover electrical line under a separate meter. ComEd has been working with the project coordinators, and the District will not pay for the power used for the gates.

## XI. Lesson Horse Donation and Acquisition Updates

Director Guritz presented an update on the Ellis lesson horses.

## XII. Pickerill-Pigott Forest Preserve Master Plan Updates

Director Guritz presented an update on the Pickerill-Pigott Forest Preserve master plan. A virtual tour and survey are being worked on in addition to the open house. The open house will be on May 5, 2018. KAT will provide transportation to and from the preserve to allow participants an opportunity to see the preserve and offer comments on the master plan.

## XIII. Little Rock Creek Farm Lease Agreement

Director Guritz presented a report on the Little Rock Creek farm lease agreement. A farm operator currently contracting with the District has been contacted about farming the preserve's 8-acres.

The Operations Committee discussed different crops for the 8-acres.

XIV. Executive Session

None.

XV. Other Items of Business

None.

XVI. Citizens to be Heard

No public comments were offered by those in attendance.

XVII. Adjournment

Commissioner Hendrix made a motion to adjourn. Seconded by Commissioner Prochaska. Aye, all. Meeting adjourned at 7:42 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

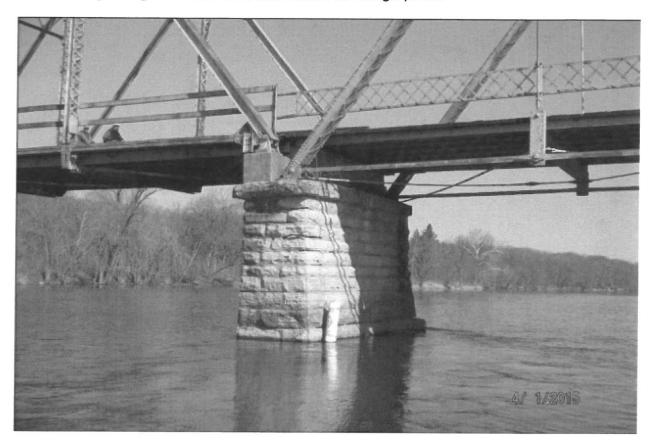
To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Millbrook Bridge – HLR Engineering Request for Permitting Direction

Date: April 17, 2018

Attached, please find an email from HLR Engineering requesting final permitting direction regarding the removal of the Millbrook Bridge piers.



The concern expressed is over future District liability (including possible future permitting requirements) should the District need to remove pier debris from the Fox River as a result of a collapse into the river, citing specifically the weight of the pier caps that may not be manually removed or relocated to the shoreline.

HLR Engineering will be informed on the final permitting direction following discussion with Commission

## Recommendation

Consider a motion to provide direction to HLR Engineering, Inc. to modify the Millbrook Bridge permit application to the Army Corps of Engineers to include removal of the two center support piers within the scope of construction activities.

## **David Guritz**

From:

Joe Frazee [jwfrazee@hlreng.com] Monday, April 09, 2018 11:37 AM

Sent: To:

David Guritz

Cc:

Steve Megginson

Subject:

Millbrook bridge piers

Dave,

I got a call from Brant Vollman at the Army Corps, who is reviewing the application we submitted. He wanted to discuss if the piers will be removed.

Because the Fox River is a navigable waterway, he was concerned that the piers could be a hazard to boats or canoes in the future. As long as the piers remain in the river, the Forest Preserve is responsible for maintaining them and removing any material that falls into the river. That will be one condition of the Army Corps permit approval.

If the piers collapse in the future, the Forest Preserve will have to go through the permitting process again with the Corps and IDNR to take equipment into the river to remove them. The stones and concrete caps are too large to be removed by hand.

Removing the piers now does not increase the area of impact, since the cofferdams go around the piers anyway. It will not complicate the permitting process either. There might be some additional expense for the demolition, but that's minor compared to the cost of the causeway and cofferdams. The potential liability in the future is much greater than the additional cost to remove them now. I recommend that pier removal be included in the current scope of work.

Would you please discuss this with the board and confirm if they want the piers to remain. Then, I will followup with the Army Corps.

Thanks,

Joe Frazee, PE

**Project Manager** 

Hampton Lenzini and Renwick Inc.

3085 Stevenson Dr. | Ste. 201 | Springfield, IL | 62703

P 217.546.3400 | C 217.483.4491

hlrengineering.com

Work Hard · Have Fun · Give Back

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: RJ Kuhn Inc. Lift Station Pump Inspection Costs

Date: April 17, 2018

RJ Kuhn was selected to determine the pump models for the District's lift station at Hoover Forest Preserve.

The initial inspection cost estimate was \$931.00.

The company encountered difficulty removing the second larger pump in the field, resulting in the need to conduct a visual inspection using confined-space entry equipment.

The company did succeed in identifying the replacement pump models for replacement (Flyght #3152 model pumps).

Due to the cost estimate exceeding \$20,000, the pump replacement project will be let for bids.

## Recommendation

Consider a motion to approve payment to RJ Kuhn Plumbing of Oswego, Illinois for completion of the Hoover sanitary water lift station and ejector pumps inspection in the Amount of \$1,963.50



DATE

INVOICE #

4/3/2018

0000028732



Kendall County Forest Preserve 110 West Madison Yorkville IL 60560



## SHIP TO:

Hoover Forest Preserve 11285 West Fox Road Yorkville IL 60560

P.O. NUMB	ER TERMS	CUSTON	IER#
	2.5% service charge on past due balance	00140	71
QUAN	DESCRIPTION	PRICE EACH	AMOUNT
7.25 5.75 1.00	Customer requests lift station inspect for more info. 3/15/18Upon arrival pumps not working. Observed and inventoried panel. Pump #1 will work when control is switched to manual. Pump #2 not working at all. Used pump #1 to lower water level in pit. Set up tripod to pull pumps. Pump #1 was lifted and inventoried via the rating plates. Set pump #1 back in place and it seated properly. Pump #2 could not be pulled by its retrieval chain. Set up confined space permit entry with harness and air monitor. Entered pit to attach cable directly to pump #2. Pump was too heavy for removal with tri-pod. Re-entered wet well to clean and read rating plate. Plate was not readable but it was a Flygt pump. Pump had same rail system, was much heavier and appeared to be older. Pump #2 was set back in place and seated properly. Made inspection of wet well. Wet well is 17' deep and 6' wide.  Four (4) float switches, not working at this time. No appurtenances in wet well. Located a 2nd pit, pit was flooded. Set up sump pump to pump water down. Pit is the dry well. 13' deep and 6' wide. Set up confined space permit entry with harness and air monitor. Entered pit and inspected two (2) 4"check valves (1 on each pump) and related piping. Took pictures as needed to inventory. Check valve #2 did back check when pump #1 was operated. Check #1 has not been checked for seating. Plumber Labor: \$156.00 per hour 2nd Plumber Labor: \$156.00 per hour Confined space equipment	156.00 110.00 200.00	1,131.00 632.50 200.00
	TOTAL	0	\$1,963.50



## **ESTIMATE**

02/07/2018

Hoover Forest Preserve 11285 West Fox Road Yorkville, IL 60560

We herby submit specifications and estimates for: Lift Station Service Call

Includes:

Pull and identify pumps

**Excludes:** 

Confined space entry Permits or fees

We estimate material and labor – completed on a time and material basis in accordance with above specifications, to be: Nine hundred thirty one dollars and no/100 --- (\$931.00)

Payment to be made as follows: Due in full upon completion with cash, check or money order. A 2% capture fee will be added to credit card transactions.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manor according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: Muche Que the Company of Modern District My Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_ 1 of 1

Upon acceptance, please sign proposal and return one copy to our office.

585 A State Route 31 Oswego, IL 60543

630.554.3336

630.859.3336 630.892.7509 fax

630.355.1133

Crystal Loke, PARTING 8 Baxter
Woodman
environmental engineers
as, illinois Schereville, indicas Burling DISTING TREATMENT PLANT W/EXT. STEM BOX & COVER-EXISTING 4'-0" DIA. WET WELL MANHOLE SLAB
FRAME & COVER IN
SLAB ABOVE
4 ADD'L #6 BOT
N TOP SLAB
PLACE INFERE SHOWN DISTING 8 CHECK VALVE -(TYP) VALVE VALVE VAULT MANHOLE SECTIONS © 18: O.C. — \* RUFER TO EQUIPMENT MANUFACTURER'S SHOP DRAWING PLAN FOR PRESSURE GAUGE COMM.

(TYP) -OUTLINE OF ACCESS HATCH

IN SLAD ABOVE.

TOP-OAL DIMODIAL BEINE \$4 × 4'-0'
TOP-OA BOY IN TOP SLAB
PLACE WHERE SHOWN M.J. & P.E. REDUCER TO AFRATED LAGOON (1) MANHOLE SECTIONS EL 563-07 9HWIT YYBN ON
ET 267-04 9FROM BOTH ON
ET 267-04 9FROM BOY SCOUTS OF AMERICA HOOVER OUTDOOR EDUCATION CENTER WASTEWATER TREATMENT PLANT IMPROVEMENTS USE 2-90 ELBOWS -(TIP) EN BOT - SUBMERSBLE PUMP 3 SECTION SOME 1/2 - 11-0" EL 563'-6" 49-PREDAST CONCRETE EL 576'-Z' &-INSTINCT UNITARIA SITE PLAN PUMPING STATION TO AERATED LACOON 16 0 8° E.W. BOT 大学 CT WH SIEPS OHEX MANE TO E OF PUMP STATION W/ CONC PLUC HANHOLE SLAB SLOPE TO SUMP DESCRIPTION OF SEAT NO. FIN. GRADE REDUCER P.E.

## KENDALL COUNTY FOREST PRESERVE DISTRICT, ILLINOIS ORDINANCE # 18-04-002

## Approval of a Bill of Sale for the Ellis Lesson Horse "Candyman"

WHEREAS, 70 ILCS 805/8(d) authorizes the Board of Commissioners to convey or sell District property when the Commission deems the property no longer necessary or useful, or in the District's best interests, with our without advertising the sale; and

WHEREAS, the District's Ellis House and Equestrian Center owns certain horses to support public horsemanship programming; and

WHEREAS, the District's lesson horse "Candyman" is a 19-year old American Paint gelding purchased from Kathy Weiss in August 2016; and

WHEREAS, based on District staff member recommendations, with concurrence from the District's Board of Commissioners, the retention of the lesson horse "Candyman" is no longer in the best interests of the District; and

WHEREAS, Janelle Geiger of Lamoille, Illinois approached the District and expressed interest in adopting "Candyman" from the District for personal use, with said use being an appropriate fit for the lesson horse's age and temperament.

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Forest Preserve District Board of Commissioners hereby:

- Authorizes the District's President to execute the bill of sale attached to this 1. Ordinance as Exhibit 1 for the above described property.
- 2. Directs the Executive Director and Ellis Equestrian Center staff to make arrangements for the transfer of the lesson horse "Candyman" into private ownership by sale to Janelle Geiger.

IN WITNESS OF this Ordinance has been approved by a 3/5 vote of the Kendall County Forest

Preserve District's Commission holding office on the	•
Attest:	
	Secretary, Kendall County Forest Preserve District
Judy Gilmour	Elizabeth Flowers

## Ordinance #18-04-002: Exhibit A

## **BILL OF SALE**

**Property:** "Ca

"Candyman" (Paint Horse)

**Condition:** 

As is. Approximate age: 19

Seller:

Kendall County Forest Preserve District,

110 West Madison Street Yorkville, Illinois 60560

Purchaser:

Janelle Geiger

27020-2750 East St. Lamoille, IL 61330

**Date of Commission Approval:** 

April 17, 2018

<u>Conditions of Acceptance/ No Warranty:</u> For one-dollar (\$1.00) consideration, paid in hand, the Seller, Kendall County Forest Preserve District, hereby transfers, assigns and delivers any and all rights, title and interest, in the horse known as "Candyman," a paint horse, and Purchaser, Janelle Geiger, hereby accepts all right, title and interest in the Property subject to the following terms and conditions:

- 1. The Purchaser, Janelle Geiger, or her representative, at her sole cost and expense shall be responsible for transporting the Horse, "Candyman" from Ellis House and Equestrian Center to the Purchaser's boarding facility on or around April 28, 2018, and accepts full and complete responsibility for the Property from the date the Property is transferred to the boarding facility by trailer.
- 2. The Seller is not a seller of horses and disclaims to the fullest extent authorized by law any and all warranties, promises, whether express or implied, including warranties of merchantability and or fitness for a particular use and makes no promises, warranties or other representations regarding the horse's conditions at the time of transfer and by accepting the Property the Purchaser accepts the Property "as is".
- 3. The Purchaser on behalf of itself, its successors and assigns hereby forever waives and releases the Kendall County Forest Preserve District, its elected officials, employees, agents, volunteers and assigns from any and all known and unknown claims, actions, causes of action, damages, injuries, costs and fees related in any manner to acceptance of this transfer or the condition of the Property at the time of the transfer.

Kendall County Forest Preserve District, Illinois	Janelle Geiger, Illinois:		
Judy Gilmour, President	Janelle Geiger		

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Pickerill-Pigott Forest Preserve Resident – Grounds Maintenance Worker

Date: April 17, 2018

The District completed interviews with the internal candidates for the Resident – Grounds Maintenance Worker at Pickerill-Pigott Forest Preserve.

District staff recommends extending an offer for employment and one-year lease agreement to Marshal Savitski of Plano, Illinois.

Monthly lease payments will offset the direct salary and benefit costs for the grounds maintenance needs at Pickerill-Pigott Forest Preserve.

A \$1,000.00 refundable security deposit will be collected and held until the lease is ended or terminated by one of the parties. No pets will be allowed at the residence.

## Recommendation

Consider a motion to approve 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 use of the Pickerill estate home at Pickerill-Pigott Forest Preserve

## Kendall County Forest Preserve District Pickerill-Pigott Forest Preserve Resident-Grounds Maintenance House Lease Agreement

THIS AGREEMENT ("Lease Agreement") is made and entered into this 17th day of April 2018, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, and ("Employee-Tenant") Marshal Savitski (referred to as "Tenant"), an individual currently residing at 2108 Rock Creek Road, Plano, Illinois, 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 Pickerill estate house, the surrounding yard, attached garage, and the storage shed, located at Pickerill-Pigott Forest Preserve 6350 A Minkler Road, Yorkville, Illinois, 60560 (hereinafter referred to as the "Residence"), an image of which is attached as Exhibit A, during the Employee-Tenant's employment as a Resident - Grounds Maintenance Worker by the District. By signing this Lease Agreement, the parties affirm their agreement that Employee-Tenant is required to live at the Residence as a condition of his continued employment by the District as the Resident -Grounds Maintenance Worker; 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 grounds maintenance needs at Pickerill-Pigott Forest Preserve and other maintenance needs outside of regular business hours. Also, this Lease Agreement confirms the parties' understanding and agreement that the Tenants' possession and use of the Residence is part of the Employee-Tenant's total wage and benefits compensation package as Grounds Supervisor and Resident for the District. Nothing in this Lease Agreement is intended to and/or does create a contract of employment, express or implied. Employee-Tenant's employment with the District is "at-will", which means Employee-Tenant's employment relationship may be terminated at any time, with or without cause.

#### 2. PROPERTY.

2.1 Leased Property. District owns certain real property and improvements consisting of the Residence and Storage Shed. 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-fixture 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

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Tenants' Initials: \_\_

responsible for providing any personal property, equipment, furniture or other non-fixture items to the Tenants.

#### 3. TERM.

- 3.1 Term. The term of this Lease Agreement commences on the date of both parties' execution of this Lease Agreement and shall terminate immediately upon (a) the Employee-Tenant's separation of employment from the District; (b) the Employee-Tenant's reassignment to a different position at the District; or (c) one (1) year after the date of 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 six hundred (\$600.00) 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 five hundred dollars (\$500.00) shall be due and owing from Tenants to the District in any month that Employee-Tenant is employed by the District. The balance of the weekly rent value shall be considered a part of the Employee-Tenant's total compensation package during his or her employment with the District as Grounds Maintenance Worker and Resident. Weekends and holidays do not delay or excuse Tenants' obligation to timely pay rent.
- 4.2 Delinquent Rent. Rent is due no later than the first day of each month. If not paid by the due date, rent shall be considered overdue and delinquent. If Tenant fails to timely pay any monthly rent payment, Tenant will pay District a late charge of \$25.00 per day until rent is paid in full. If the District receives the rent within two (2) calendar days of the Due Date, the District will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy the District may exercise for Tenants' failure to timely pay rent.
- 4.3. Returned Checks. In the event any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$25.00 to District for each such check, plus late charges, as described above, which will accrue until District has **received** payment. Furthermore, District may require in writing that Tenants pay all future Rent payments by cash, money order, or cashier's check.
- 4.4. Order in which funds are applied. The District will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check

charges, charge-backs for repairs, and brokerage fees, then to rent, regardless of any notations on a check.

#### 5. SECURITY DEPOSIT.

- 5.1 Amount. Tenant has previously deposited with the District the sum of one-thousand dollars and no cents (\$1,000.00) 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

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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, and cellular telephone ("Utilities"). Tenants are responsible for all other desired services.
- 12.2 Failure, Stoppage, or Interruptions. District shall not be liable for, and Tenants shall not be entitled to, any damages, abatement, or reduction in rent value by reason of any interruption or failure in the supply of utilities, including, but not limited to interruptions or failures caused by lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenants, nor shall it relieve Tenants from any obligation to perform any covenant or agreement under this Lease Agreement. In the event of any failure, stoppage, or interruption of utilities or services, District's shall use its reasonable efforts to attempt to restore all services promptly.
- 12.3 Installation of Equipment. Tenants agree that they shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Residence, and that if equipment installed by Tenants requires additional utility facilities, installation of the same shall be at Tenants' expense, but only after District's written approval of same.
- 12.4 Compliance & Modifications. District shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. District reserves the right from time to time to make modifications to the utility systems serving the Residence.

## 13. MAINTENANCE, REPAIR, AND RULES.

- 13.1 Maintenance Obligations. Tenants will, at their sole expense, keep and maintain the Residence and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement and any renewal thereof. These obligations include, but are not limited to the following requirements:
  - A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
  - C. Maintain the grounds and lawn area of the Residence, including regularly mowing the lawn.
  - D. Not obstruct or cover the windows or doors;
  - E. Not leave windows or doors in an open position during any inclement weather;

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Tenants'	Initials	:
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- F. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of District;
- H. Keep all air conditioning filters clean and free from dirt;
- I. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants;
- J. Ensure Tenants' family and guests at all times maintain order in the Residence and at all places on the Residence, and shall not make or permit any loud or improper noises, or otherwise disturb other visitors and District users;
- K. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other District users;
- L. Deposit all trash, garbage, rubbish or refuse in the locations provided at the Residence and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the Residence;
- M. Abide by and be bound by any and all rules and regulations affecting the Residence or Tenants which may be adopted or promulgated by the District's Board of Commissioners.
- 13.2 Mechanics Liens. Tenants shall keep the Residence free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenants or for persons claiming under Tenants, and Tenants shall defend District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, with counsel of District's choosing, indemnify and save District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, free and harmless from and against any claims arising from or relating to the same.

### 14. DAMAGE TO RESIDENCE.

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

## 15. ACCESS BY DISTRICT.

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

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the Property to prospective Tenants, inspectors, fire marshals, appraisers, contractors, or insurance agents;
- C. Show the Property as part of long-range planning efforts;
- D. Complete interior and exterior improvements;
- E. Exercise a contractual or statutory lien;
- E. Leave written notice; or
- F. Seize nonexempt property after default.

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

#### 16. RENTERS' INSURANCE

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

## 17. SUBORDINATION OF LEASE AGREEMENT.

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

#### 18. ANIMALS.

THERE WILL BE NO ANIMALS PERMITTED AT THE RESIDENCE. Tenants shall not permit any animal, domesticated or maintained as pets, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, except as otherwise agreed to by a separate written Pet Addendum to the Lease Agreement which is attached as exhibit B, and incorporated as if fully set forth herein. If Tenants violate the pet restrictions of this Lease Agreement, Tenants will pay to District a fee of \$10.00 per calendar day, per animal for each calendar day Tenants violate the animal restrictions. District may remove or cause to be

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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

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the Residence, Tenants agree to pay all expenses and costs incurred by the District, including, but not limited to the District's reasonable attorneys' fees.

#### 24. RECORDING OF LEASE AGREEMENT.

Tenants shall not record this Lease Agreement on the Public Records of any public office. In the event that Tenants shall record this Lease Agreement, this Lease Agreement shall, at District's option, terminate immediately and District shall be entitled to all rights and remedies that it has at law or in equity.

#### 25. GOVERNING LAW.

This Lease Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Illinois. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

#### 26. SEVERABILITY.

If any provision of this Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

## 27. BINDING EFFECT.

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

#### 28. DESCRIPTIVE HEADINGS.

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the District or Tenants.

#### 29. NON-WAIVER.

No delay, indulgence, waiver, non-enforcement, election or non-election by District under this Lease Agreement will be deemed to be a waiver of any other breach by Tenants, nor shall it affect Tenants' duties, obligations, and liabilities hereunder.

## **30. MODIFICATION.**

The parties hereby agree that this document contains the entire agreement between the parties and this Lease Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

### 31. NOTICE.

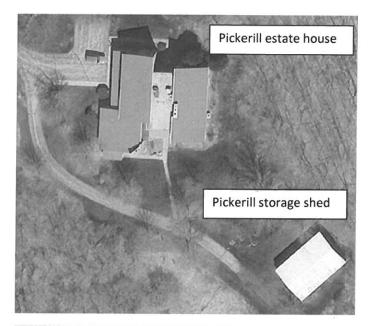
Any notice required or permitted to be given pursuant to this Lease Agreement shall be duly given if sent by fax, certified mail, or courier service and received. In the case of District, notice shall be given to David Guritz, Director of the Kendall County Forest Preserve, 110 West Madison Street, Yorkville, 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 Marshal Savitski at the Residence.

## 32. APPROVAL.

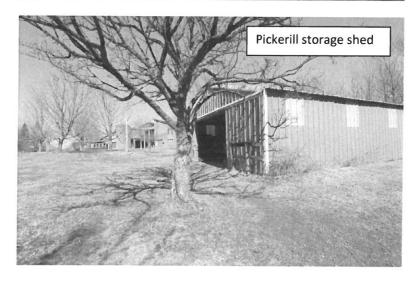
This Lease Agreement is contingent on, and subject to approval by a majority of the Kendall County Forest Preserve District Board of Commissioners.

As to District this 17th day of April, 2018.		
DISTRICT:		
Sign: Judy Gilmour, President		
Judy Gilmour, President		
Print:	Date:	-
Attest: David Guritz, Executive Director		
As to Tenant, this 17th day of April, 2018.		
TENANT:		
Sign:		
	_	
Print:	_ Date:	
Sign:		
Print:	Date:	
		_
	,	
10		Tenants' Initials:

## **EXHIBIT A – Pickerill Estate House**







Tenants' Initials: \_\_\_\_

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Forest Foundation of Kendall County – Request for Authorization of Phase II

Hoover Nature Play Space Projects

Date: April 17, 2018

During the Forest Foundation of Kendall County's meeting held on April 12, 2018, the Board of Trustees approved a motion to request authorization from the Board of Commissioners to begin Phase II construction of the Hoover Nature Play Space.

The Foundation, with support from the Stephanie's Garden-Hoover Nature Play Space Stakeholder's Committee, plans to construct a hobbit tunnel and raised stream landscape feature as part of Phase II construction.

Notification of pending grant awards will be received later this month:

## Hoover Forest Preserve: Hoover Nature Play Space Phase II Construction Project

Funding Source	Fiscal Agent	Funding Requested	Matching Requirement	Total
ICECF - A&E	FFKC	\$5,500	\$0.00	\$5,500*
IL American Water	KCFPD	\$10,000	\$0.00	\$10,000
100+ WWC	FFKC	\$5,311	\$0.00	\$5,311
- 10		Phase II Hoover Natu	ire Play Space Total	\$20,311

<sup>\*\$500</sup> of this pending grant award scheduled for support of the 2019 Winter Fest Event.

The estimated project budget will be modified as donations of materials are received, with the Stakeholder's Committee currently working to secure material donations for the project.

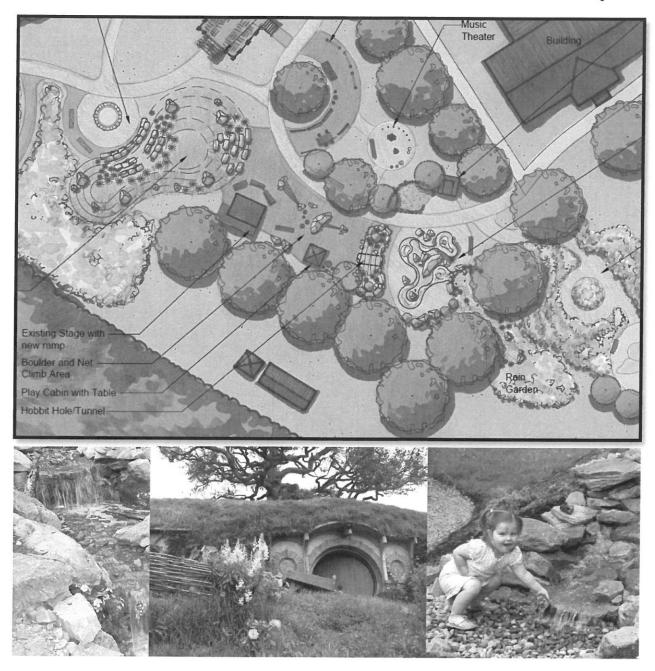
## Project Budget (Supplies and Materials Only):

\$11,600	Landscape stone for hobbit hill steps; tunnel entrance stone; tunnel entrance framing for erosion control; stream liner and drainage; construction materials (concrete & stone)
\$3,730	Water tower units
\$2,000	Plugs and Seed
\$1,000	Corrugated 36" pipe X 20'
\$1,500	Donor and interpretive signage
\$ 480	Topsoil

## \$20,310 Total

All project labor will be in-kind contributed by project volunteers.

## Hoover Forest Preserve: Hoover Nature Play Space Phase II Construction Project



The Hoover Nature Play Space Phase II Construction Project calls for completion of the Hobbit Hole/Tunnel and Raised-Stream Water Feature.

A 2" water service line was installed near the proposed location for the water stream feature in 2016. No permits are necessary so long as the system fully drains and does not recycle water. The raised stream feature will drain into the existing butterfly rain garden, which will overflow and sheet drain into the adjoining habitat areas if the basin were to fill as a result of heavy usage during the summer months.

The tunnel and raised stream feature will be designed to meet ADA requirements. The tunnel will be covered over with fill and 6" topsoil, with the mound planted later this spring.

Off-the-shelf button-actuated metered water towers (spec. sheet attached) will activate water flow within each stream channel, which will confluence before draining into the butterfly garden area.

### **Recommendation:**

Consider a motion to approve a request from the Forest Foundation of Kendall County authorizing the Foundation to proceed with Phase II construction of the Hoover Nature Play Space to include construction of a "Hobbit" play tunnel and landscaped mound, and an actuated, self-draining stream water feature, with final scope determined based on final grant awards.

### FARM LEASE AGREEMENT #18-04-001

### **Little Rock Creek Forest Preserve Property**

AGREEMENT made this <u>17<sup>th</sup></u> day of <u>April</u>, 2018 between the KENDALL COUNTY FOREST PRESERVE DISTRICT (hereinafter "Licensor"), a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, and the Licensee, Tom Anderson of 628 Rustic Rook Drive, Somonauk, IL 60552, including all heirs and assigns.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, Township of Little Rock Creek and State of Illinois described as:

PIN#s: 01-33-400-006 (full) and 01-33-200-004 (partial)

WHEREAS, Licensee desires to use a portion of the above-described real estate for farming purposes, and Licensor desires to have the real estate farmed.

WHEREAS, both Licensee and Licensor hereby agree that there are 7.0 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensor hereby grants to the Licensee a farm lease in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on April 17, 2018, and ending on December 31, 2018 subject to the conditions and limitations hereinafter mentioned, with the per acre fee and lease including the use of the farm equipment storage building located along Burr Oak Road on parcel 01-33-400-006 beginning on April 17, 2018 and ending on December 31, 2018.

WHEREAS, Licensee shall pay Licensor a Base Rate of \$100 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2018, and Licensee agrees that failure to pay by this date may terminate this License.

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

- 1. The proceeding introductory language is made a part hereof and incorporated herein.
- 2. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
- 4. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.

- 5. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."
- The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing 6. conservation tillage methods.
- 7. Licensee shall keep and provide to the Licensor the following records:
  - A. Soil Samples The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30, 2018. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
    - For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
    - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
  - B. Global Positioning System data of crops and yields harvested.
  - C. Fertilizers and rates applied.
  - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.
- 9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.

10.	The Licensee shall deliver and sell the crop yield to no buyers other than those listed
	without the written approval of the Licensor.
	A
	В.

- 11. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensor. Licensor shall provide map to Licensee showing buffer areas to be planted.
- 12. Pesticide Use

A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois

- pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensor with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application. Use of atrazine (weed control) and neonicotinoid pesticides (seed treatments including imidacloprid, thiamethoxam, and clothianidin formulas) are prohibited from application within the license area.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.
- 13. Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.
- 14. The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm and to maintain improvements in a careful and prudent manner.
- 15. Upon termination of this Agreement, Licensor may request the Licensee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.
- 16. Licensor reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.
- 17. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensor shall pay the Licensee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licensor in the event the License granted herein is terminated.
- 18. Insurance & Liability
  - A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licensor. Licensee

- shall purchase insurance with said company naming the Licensor as additional insured on the liability policy. Proof of such coverage must be on file with the Licensor on or before March 31st of the first year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee shall hold harmless, indemnify, and defend the Licensor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.
- 19. This License is not assignable or transferable to any person, company, or corporation, in whole or in part.
- 20. It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.
- 21. Licensee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.
- 22. Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

- 23. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.
- 24. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.
- 25. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.
- 26. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

Licensor: Kendall County Forest Preserve Dis	trict	
By: Judy Gilmour, President	Date:	_
Licensees:		
By: Tom Anderson	Date:	

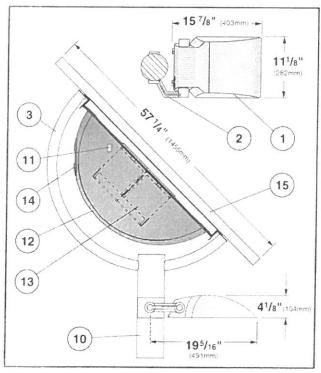
# SonneLITER





Proje	ect:			See Addition					
Ту	pe:					Qt	y:		
SDS2 Series	- Mounting	Lamping	Reflector	Batteries	Panel	Hours of	Finish	Panel	Option
S50		_				Operation		Mounting Angle	
Pole Serie	s Finish	Hei	ght						

Series	M	ounting	L	amping	R	eflector	Ва	atteries1	F	anel1	Hrs	. of Operation <sup>1</sup>	F	inish		Mounting ngle <sup>1</sup>	С	ptions
SDS2	1 2	Single Double	H039	T6 39W T6 MH G12 Base	3T 9T	Wide Beam Batwing	B1	One 12V. 74 Amp/H	P1	80W (Single)	2H 4H	2 hrs on after sunset 4 hrs on after sunset	WH	White Black	PM0 PM1	0°	BP1	Back Pane for P1 Pane
SonneLiter Solar			F26	26W CFL	3F	Wide Beam	B2	Two 12V. 74 Amp/H	P2	125W (Single)	6H 8H	6 hrs on after sunset 8 hrs on after sunset	BZ	Bronze	РМ3	30°	BP2	Back Pane for P2 Pane
Powered Lighting			F32	32W CFL	9F	Batwing	ВЗ	One 12V. 86 Amp/H	P3	160W (Double)		10 hrs on after sunset 3 hrs on/off / 1 hr on	SV GV	Silver Gavanized	PM4 PM6	45° 60°	BP3	Back Pane for P3 Pane
System							B4	Two 12V, 86 Amp/H	P4	250W (Double)	6/2H	4 hrs on/ off / 2 hrs on 6 hrs on/ off / 2 hrs on Disk to down	SP	Specify RAL#			BP4	Back Panel for P4 Panel
				¹Batteri	es, Pa	anel, and Hours	of Op		emen	X		Dusk to dawn by SELUX engineering for	or even		ase consi	ult factory.		erings i solar p



- 1. Fixture Housing Die cast aluminum fixture housing with integral heat dissipating fins.
- 2. Mounting Arm Die cast aluminum mounting arm, serrated to lock fixture into aimed position.
- Panel Support Frame Steel frame supports solar panels and storage batteries. Integrated pole fitter allows independent orientation to fixture.
- Gasketing (not shown) Continuous molded silione gasket provides seal at door and glass opening.

- Reflector (not shown) Precision formed aluminum reflector offering various distribution types. IDA-Approved<sup>1M</sup> dark sky friendly.
- 6. Lamp (not shown) Choose a 39 Watt T6 metal halide: or a triple tube 26 or 32 watt four-pin compact fluorescent. GX24q-3 base for the 26 watt and 32 watt. Supplied with fixture.
- Socket (not shown) G12 base for T6 MH; 4 pin base for Compact Fluorescent lamps.
- 8. Ballast (not shown) 12V DC Electronic ballast for CFL or 24V DC Electronic ballast for metal halide lamp, mounted to removable tray for ease of maintance. All electrical connections are prewired. Electrical harness is equipped with quick disconnects to the fixture, batteries and solar panels
- Access Door (not shown)
   Tempered glass door, hinged with integral die cast hinges, and secured with captive stainless steel hardware for ease of maintanence
- 10. Pole fitter Fitter for upper assembly and light fixture secured with six stainless steel, Allen head set screws. Fitters are 5"(127mm) I.D. external fitter for 5"(127mm) O.D. poles.
- 11. Smart Controller Monitors and regulates charging and discharging of batteries. Programmable to control hours of operation (in relation to dusk and dawn). Accessable through access hatch. Warrantied (limited) by controller manufacturer for 5 years.
- 12. Battery Covers Battery compartment is enclosed with molded recycled

- ABS with integrated UV protective outer shell. Covers are removable without tools, locked in place with controller access hatch.
- 12. Batteries (1 or 2) 12 Volt, 74 or 86 Amp Hour maintenance free, non-spill-able, sealed gel electrolyte batteries. Mounted to hinged battery tray for ease of maintenance.
- 14. Access Hatch Integrated access hatch locks battery covers in place and provides access to smart controller. Hatch locks in place with captive hardware.
- 15. Solar Panels Multi-crystalline photovoltaic modules. in 80W and 125W single and double panels. Panel wattages are nominal. Power output warranted (limited) by solar panel manufacturer for 25 years.

Exterior Luminaire Finish -SELUX utilizes a high quality Polyester Powder Coating. All SELUX luminaires and poles undergo a five stage intensive pretreatment process where product is thoroughly cleaned, phosphated and sealed. SELUX powder coated products provide excellent salt and humidity resistance as well as ultra violet resistance for color retention. All products are tested in accordance with test specifications for coatings from ASTM and PCI.

Standard exterior colors are White (WH). Black (BK), Bronze (BZ), and Silver (SV). RAL colors (SP) are available, please specify RAL#. Hot Dip Galvanized finish (GV) on all steel parts also available. ABS parts supplied in Grey.

SELUX Corp. © 2009 TEL (845) 691-7723 FAX (845) 691-6749 www.selux.com/usa SDS2-0509-01 (ss-V2.21) NRTL Listed (i.e. UL, CSA)

Union Made Affiliated with IBEW Local 363



In a continuing effort to offer the best product possible, we reserve the right to change, without notice, specifications or materials that in our opinion will not alter the function of the product. Specification sheets found at www.selux.com/usa are the most recent versions and supercede all other printed or electronic versions.

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: TCL Electrical and Lighting Inc. Proposal – Meadowhawk Lodge Parking Lot

Solar Light Fixture Repairs

Date: April 17, 2018

District staff is recommending approval of a proposal from TCL Electrical and Lighting, Inc. for the repair and maintenance of the Selux solar light fixtures at Hoover Forest Preserve.

TCL Electrical and Lighting has completed its research with support from District staff to identify the model and parts needed. TCL Electrical and Lighting has consulted with representatives from Selux to establish a diagnostic testing procedure to address issues encountered beyond the replacement of each fixture's battery, lamp, and ballast.

### Recommendation

Consider a motion to approve a proposal from TCL Electrical and Lighting of North Aurora, Illinois for an amount not-to-exceed \$5,041.15 for repair of the seven (7) Selux solar light fixtures at Hoover Forest Preserve – Meadowhawk Lodge.



13-Apr-2018 01:36 PM

Hoover Forest Preserve 11285 West Fox Road Yorkville Illinois 60560

Quote#: 2566

TCL Electrical and Lighting respectfully submits our quote to complete the following scope of work at the location noted above.

Materials and labor to troubleshoot and repair (7) solar powered parking lot fixtures. Quote includes site time required time to go through the sequence of operation of the on board Morning Star controller with Mark Riccio, a respresentative of Se-Lux, product manufacturer. Quote includes materials and labor to remove and replace (7) 35W T6 lamps, (7) 39W 24V DC ballasts, and (7) Group 27 GEL batteries. All replaced lamp, ballast, and battery materials will be removed from the site and will be properly recycled at our facility per EPA Standards.

All labor in this quote is based upon Kendall County Prevailing Wage rates. Quote does not include Sales Tax assuming the district is Sales Tax Exempt.

Labor-Equipment-Material-Tax

### TOTAL \$ 5,041.15

Sign:	Date:	

- Workmanship Will meet or exceed the National Electrical Code.
- Any unforeseen obstructions causing extra time, material, and/or equipment will be billed to the customer at an additional charge.
- This quote is based on completing all work during normal business hours.
- Electrical permits are not included in the quoted amount, if required, they will be billed separately. This will include all acquisition fees.
- Quote is valid for 30 days from the date stated above.





## TCL Electrical & Lighting, Inc

191 Poplar Place Unit 4 North Aurora, 60542

Phone: 630 844 3274Fax: 630 844 5080Email: tom@tclelectric.com

Date:

16-Apr-2018 08:17 AM

**QUOTATION NO:** 

2566

To:

**Kendall County Forest** 

Preserve

110 West Madison Street Yorkvillle, Illinois 60560 United States

Quantity	Description	Unit Price (\$)	GST Rate (\$)	Sub Total (\$)		
7.00	Group 27 GEL Battery	364.00	0.00	2,548.00		
7.00	39W Mini Ballasts	117.32	0.00	821.24		
7.00	35W Pulse Start MH lamps	38.13	0.00	266.91		
8.00	Labor to troubleshoot and R&R lamps, ballasts, and batteries	160.00	0.00	1,280.00		
1.00	Aerial Truck Equipment Fee	125.00	0.00	125.00		
			Sub Total:	\$ 5,041.15		
3	\$ 0.00					
	Quote Total (Tax Rate Incl.):					

Site Name:

Hoover Forest Preserve

Contact Name:

**Quote Description** 

Materials and labor to troubleshoot and repair (7) solar powered parking lot fixtures. Quote includes site time required time to go through the sequence of operation of the on board Morning Star controller with Mark Riccio, a respresentative of Se-Lux, product manufacturer. Quote includes materials and labor to remove and replace (7) 35W T6 lamps, (7) 39W 24V DC ballasts, and (7) Group 27 GEL batteries. All replaced lamp, ballast, and battery materials will be removed from the site and will be properly recycled at our facility per EPA Standards.

All labor in this quote is based upon Kendall County Prevailing Wage rates. Quote does not include Sales Tax assuming the district is Sales Tax Exempt.

#### **Company Note**

- \* Workmanship will meet or exceed the National Electrical Code.
- \* Any unforeseen obstructions causing extra time, material, and/or equipment will be billed to the customer at an additional charge.
- \* This quote is based on completing all work during normal business hours.
- \* Electrical permits are not included in the quoted amount, if required, they will be billed separately. This will include all acquisition fees.
- \* Quote is valid for 30 days from the date stated above.
- \* Parties agree that State of Illinois law should apply to this approved Quote. In the event that TCL Electrical and Lighting, Inc. has to enforce the terms of the agreed upon scope of work, the customer shall pay TCL Electrical and Lighting, Inc. reasonable attorney fees and costs. Parties waive the right to a trial by jury and submit to personal jurisdiction of the State of Illinois. The venue shall be DuPage County, State of Illinois.