

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
FOREST PRESERVE EXPENDITURE							
150 060304	FIRST NATIONAL BANK OMAHA	6/3-7/5/16	OFFICE SUPPLIES	07/19/16	27020006200	OFFICE SUPPLIES & POSTAGE	56.56
151 060304	FIRST NATIONAL BANK OMAHA	6/3-7/2/16	SUPPLIES & POSTAGE	07/19/16	27020006200	OFFICE SUPPLIES & POSTAGE	55.88
152 060304	FIRST NATIONAL BANK OMAHA	6/3-7/2/16	MISCELLANEOUS	07/19/16	27020006200	OFFICE SUPPLIES & POSTAGE	39.00
153 111513	KONICA MINOLTA	28764755	08-01	07/19/16	27020006200	OFFICE SUPPLIES & POSTAGE	203.01
154 265084	MARTY VICK	7-16	PRINTER INK SUPPLIES	07/19/16	27020006200	OFFICE SUPPLIES & POSTAGE	124.98
							479.43*
155 031510	COMMONWEALTH EDISON	5/25-6/28 2016	YOUNG FP COMED	07/19/16	27020006351	ELECTRIC	36.62
156 031510	COMMONWEALTH EDISON	5/26-6/29 2016	HARRIS FP COMED	07/19/16	27020006351	ELECTRIC	37.47
157 031510	COMMONWEALTH EDISON	5/23-6/27 2016	JAY WOODS FP COMED	07/19/16	27020006351	ELECTRIC	29.68
158 031510	COMMONWEALTH EDISON	5/26-6/29/16 2	HARRIS FP COMED	07/19/16	27020006351	ELECTRIC	21.55
							125.32*
159 060304	FIRST NATIONAL BANK OMAHA	6/3-7/2/16	ADS	07/19/16	27020006843	PROMOTION/PUBLICITY	693.02
							693.02*
160 061554	FOREST FOUNDATION OF KENDALL C	07/7/16	PASSTHROUGH FALL FES	07/19/16	27020006854	CONTRIBUTIONS	500.00
							500.00*
Total FOREST PRESERVE EXPENDITURE							1,797.77*
ELLIS HOUSE							
161 031510	COMMONWEALTH EDISON	5/18-6/14/16	ELLIS FP COMED	07/19/16	27021007076	UTILITIES - ELLIS HOUSE	203.78
162 060304	FIRST NATIONAL BANK OMAHA	6/3-7/2/16	UTILITIES & REFRIGER	07/19/16	27021007076	UTILITIES - ELLIS HOUSE	1,260.22
163 071807	GRAINCO F.S. INC	PP062017	PROPANE PREPAY CONTR	07/19/16	27021007076	UTILITIES - ELLIS HOUSE	2,000.00
							3,464.00*
164 020172	BARRETT'S ECOWATER	JULY 2016	JULY RENT	07/19/16	27021007080	GROUND & MAINT - ELLIS H	25.00
165 060304	FIRST NATIONAL BANK OMAHA	6/15 & 6/19/16	ELLIS HOUSE SUPPLIES	07/19/16	27021007080	GROUND & MAINT - ELLIS H	52.38
166 130506	MENARDS	50479	ELLIS HOUSE SUPPLIES	07/19/16	27021007080	GROUND & MAINT - ELLIS H	29.32
							106.70*
Total ELLIS HOUSE							3,570.70*
ELLIS BARN							
167 071807	GRAINCO F.S. INC	PP062017	PROPANE PREPAY CONTR	07/19/16	27021017076	UTILITIES - ELLIS BARN	2,000.00
							2,000.00*

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frmPrtClaim	Kendall County		COMBINED Claims Listing				07/08/16	10:47:30 AM	Page 009
Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount		
168 130506	MENARDS	50479	ELLIS GROUNDS SUPPL	07/19/16	27021017080	GROUNDS & MAINT - ELLIS B	42.63 42.63*	** dguritz	
			Total ELLIS BARN				2,042.63*		
	ELLIS RIDING LESSONS								
169 060304	FIRST NATIONAL BANK OMAHA	6/3-7/2/16	BROTHERS COUNTRY SUP	07/19/16	27021117082	ANIMAL CARE & SUPPLIES -	298.05 298.05*	** dguritz	
170 101300	JOHN RYAN HORSESHOEING	06/30/16	HORSESHOES	07/19/16	27021117084	VET & FARRIER - ELLIS RID	155.00 155.00*	dguritz	
			Total ELLIS RIDING LESSONS				453.05*		
	ELLIS WEDDINGS								
171 060304	FIRST NATIONAL BANK OMAHA	6/3-7/2/16	REPUBLIC SERVICES TR	07/19/16	27021207078	REFUSE PICKUP - ELLIS	265.99 265.99*	** dguritz	
172 021048	BLUE PEAK TENTS	106700	TENT LEASE PAYMENT	07/19/16	27021207089	EVENT TENT LEASE - ELLIS	2,900.00 2,900.00*	dguritz	
			Total ELLIS WEDDINGS				3,165.99*		
	HOOVER								
173 031510	COMMONWEALTH EDISON	5/26-6/29/16 3	HOOVER FP COMED	07/19/16	27022006861	HOOVER - ELECTRIC	14.90 14.90*	dguritz	
174 060304	FIRST NATIONAL BANK OMAHA	06/29/16	WATER TESTING	07/19/16	27022006862	HOOVER - OTHER UTILITIES	150.00	dguritz	
175 060304	FIRST NATIONAL BANK OMAHA	6/3-7/2/16	UTILITIES	07/19/16	27022006862	HOOVER - OTHER UTILITIES	224.91	** dguritz	
176 091341	ILLINOIS EPA	7/01/16 6/30/17	ANNUAL NPDES BILL	07/19/16	27022006862	HOOVER - OTHER UTILITIES	500.00 874.91*	dguritz	
177 231020	WIRE WIZARD OF ILLINOIS INC	24753	WIRING ROOKERY/KINGF	07/19/16	27022006864	HOOVER - BUILDING MAINTEN	285.00 285.00*	dguritz	
178 130226	MICHELLE MATTSEY	16-00206	SEC. DEP. REFUND-MAI	07/19/16	27022007088	HOOVER SECURITY DEPOSIT R	127.50	dguritz	
179 140530	JOHN & MILAGROS NELSON	16-00193	SEC. DEP. REFUND-NEL	07/19/16	27022007088	HOOVER SECURITY DEPOSIT R	120.00 247.50*	dguritz	
			Total HOOVER				1,422.31*		
	ENV ED SCHOOL								
180 060304	FIRST NATIONAL BANK OMAHA	6/7 - 7/11/16	SUPPLIES	07/19/16	27023016849	ENV EDUC - SCHOOL PROG EX	37.00 37.00*	** dguritz	
			Total ENV ED SCHOOL				37.00*		

COMBINED Claims Listing

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
ENV ED CAMPS							
181 060304	FIRST NATIONAL BANK OMAHA	6/7 - 7/11/16	SUPPLIES	07/19/16	27023026849	ENV EDUC - CAMPS EXPENSE	81.35
182 061822	FREEMAN'S SPORTS, INC	13 & 14	CANOE RENTAL	07/19/16	27023026849	ENV EDUC - CAMPS EXPENSE	280.00
							361.35*
					Total ENV ED CAMPS		361.35*
ENV ED NATURAL BEGINNINGS							
183 060304	FIRST NATIONAL BANK OMAHA	6/3-7/5/16	SUPPLIES - NATURAL B	07/19/16	27023036849	ENV EDUC - NATURAL BEGINN	312.66
184 230034	JESSICA VOSBURGH	6/1/16	REIMBURSEMENT - BACK	07/19/16	27023036849	ENV EDUC - NATURAL BEGINN	22.08
							334.74*
					Total ENV ED NATURAL BEGINNINGS		334.74*
ENV ED LAWS OF NATURE							
185 060304	FIRST NATIONAL BANK OMAHA	6/7 - 7/11/16	SUPPLIES	07/19/16	27023056849	ENV EDUC - LAWS OF NATURE	98.32
							98.32*
					Total ENV ED LAWS OF NATURE		98.32*
GROUND & NATURAL RESOURCES							
186 220626	VERIZON (FOREST PRESERVE)	9767298055	MAY/JUNE TELEPHONE	07/19/16	27025006207	TELEPHONE - GROUNDS & NAT	752.82
							752.82*
187 012290	AUTOMOTIVE SPECIALTIES INC	21598 & 2596	TRUCK REPAIRS	07/19/16	27025006216	EQUIP - GROUNDS & NATURAL	196.30
							196.30*
188 110531	KENDALL CO HIGHWAY DEPT	06/30/16	JUNE GASOLINE PURCHA	07/19/16	27025006217	FUEL - GAS & OIL	1,311.69
							1,311.69*
189 071807	GRAINCO F.S. INC	PP062017	PROPANE PREPAY CONTR	07/19/16	27025006848	GAS - GROUNDS & NATURAL R	179.00
190 140937	NICOR	5/24-6/23/16	MILLBROOK NICOR	07/19/16	27025006848	GAS - GROUNDS & NATURAL R	88.04
							267.04*
191 101297	JOHN DEERE FINANCIAL	J83837	SUPPLIES	07/19/16	27025007089	SUPPLIES - SHOP	9.98
192 251493	YORKVILLE ACE & RADIO SHACK	06/16/16	SUPPLIES	07/19/16	27025007089	SUPPLIES - SHOP	34.86
							44.84*
					Total GROUNDS & NATURAL RESOURCES		2,572.69*

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Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
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FP BOND PROCEEDS 2007							
222 011311	AMALGAMATED BANK OF CHICAGO	7/1/16-6/30/17	ADMINISTRATIVE FEE	07/19/16	95020006850	PROJECT FUND EXPENSES	400.00
223 230827	WHEATLAND TITLE GUARANTY CO.	553695	FIDELITY TITLE	07/19/16	95020006850	PROJECT FUND EXPENSES	350.00
							750.00*
					Total FP BOND PROCEEDS 2007		750.00*

Total Forest Preserve

\$16,606.55

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

JULY 5, 2016

I. Call to Order

President Wehrli 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

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

V. Approval of Agenda

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

VI. Citizens to Be Heard

No public comments were offered by those in attendance.

VII. Approval of Claims in an Amount Not-to-Exceed \$28,678.67.

Commissioner Cullick made a motion to approve claims in an amount not-to-exceed \$28,678.67. Seconded by Commissioner Prochaska.

Roll call: Commissioners Cullick, Davidson, Flowers, Gilmour, Gryder, Koukol, Prochaska, Purcell, and Wehrli, aye. Opposed, none. Motion passed unanimously.

VIII. Approval of Minutes

- a. Kendall County Forest Preserve Commission Meeting – June 21, 2016
- b. Kendall County Forest Preserve Finance Committee Meeting – June 30, 2016

Commissioner Cullick made a motion to approve the meeting minutes for the Forest Preserve Commission meeting held on June 21, 2016, and the Finance Committee Meeting

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held on June 30, 2016 as presented. Seconded by Commissioner Prochaska. All, aye. Opposed, none. Motion passed unanimously.

IX. Motion to Approve a 2016-2017 Grainco FS, Inc. Propane Supply Contract #PP062017 for an Amount Not-to-Exceed \$4,179.00.

Commissioner Koukol made a motion to approve contract #PP062016 with Grainco FS, Inc. for an amount not-to-exceed \$4,179.00 for propane supply for Ellis House and Harris Forest Preserve. Seconded by Commissioner Cullick.

Commission discussed the 2016-2017 propane contract pricing.

Roll call: Commissioners Cullick, Davidson, Flowers, Gilmour, Gryder, Koukol, Prochaska, Purcell, and Wehrli, aye. Opposed, none. Motion passed unanimously.

X. Motion to Approve an Amendment to the Baker Woods Forest Preserve 2016 Grass Hay Contract Reducing the Licensee's Per Bale Purchase Option for Surplus Portions of the District's Hay Share to \$3.50 per Bale

Commissioner Cullick made a motion to approve an amendment to the Baker Woods Forest Preserve 2016 Grass Hay Contract reducing the Licensee's per bale purchase option for surplus portions of the district's hay share to \$3.50 per bale. Seconded by Commissioner Koukol.

Director Guritz reported that the first cutting of hay has been completed. Kyle Connell is providing assistance with selling a portion of the District's share of the first cutting at \$4.50 per small bale. The current contract terms allow Mr. Connell to purchase surplus small bales at \$4.00 per small bale. The request to reduce the cost to \$3.50 per small bale is to provide incentive for Mr. Connell to store and sell surplus District hay in order to minimize staff time associated with this activity.

Within the one-year contract, the District receives 50% of the harvest, and receives the revenue for the sale of the District's share of surplus hay.

Commissioner Davidson inquired into how much hay the District purchased in the previous year. Director Guritz reported that no hay was purchased last year, with a good amount of inventory from the prior year still remaining in storage in the main barn and storage barn at Ellis.

Roll call: Commissioners Cullick, Davidson, Flowers, Gilmour, Gryder, Koukol, Prochaska, Purcell, and Wehrli, aye. Opposed, none. Motion passed unanimously.

XI. Motion to Appoint the Executive Director of the Kendall County Forest Preserve District to Represent the District on the Proposed Oswego TIF District Joint Review Board

Commissioner Cullick made a motion to approve the appointment of David Guritz to represent the District on the proposed Oswego TIF District Joint Review Board. Seconded by Commissioner Koukol.

Director Guritz reported that the Oswego TIF District Joint Review Board will meet on July 8, 2016 at 10:00 am.

TIF impact on loss of District tax proceeds is estimated at \$10,000 over the 23-year period based on a conservative 2% CPI, not including year-over-year assessed valuation growth within the TIF District.

Commissioner Gilmour asked whether the District's position to oppose the TIF District due to the financial impacts was discussed at Finance Committee meeting. Director Guritz stated that only the financial impacts were reviewed, with the need for representation discussed.

Commissioner Purcell inquired into whether a vote will be taken on Friday, pointing out that the Joint Review Board will be voting on a resolution of support for the TIF District.

Commissioner Gilmour stated that the TIF District was reviewed at the Economic Development Committee meeting and encompasses a larger area beyond downtown Oswego.

Commissioner Davidson stated that the role of the Executive Director should be to report on the outcomes from the meeting. Director Guritz stated that as a Joint Review Board member, the Commission appointment would include voting responsibilities.

President Wehrli requested that Commission members share their opinions on the TIF District prior to Friday's vote in order to provide guidance for representing the District.

County Administrator Jeff Wilkins stated that the purpose of the Joint Review Board is to serve as an advisory body. Authority to approve the TIF District is vested with the Oswego Village Board.

Roll call: Commissioners Cullick, Flowers, Gilmour, Gryder, Koukol, Prochaska, and Wehrli, aye. Opposed, Commissioners Davidson and Purcell. Motion carried by a vote of 7 to 2.

XII. Executive Session

None.

XIII. Motion to Approve an Amended Position Description for the Ellis House and Equestrian Center Farm Manager

Commissioner Prochaska made a motion to approve the amended position description for the Ellis House and Equestrian Center Farm Manager as presented. Seconded by Commissioner Flowers.

Director Guritz reported that the State's Attorney's Office has reviewed the proposed changes to the position description. Proposed changes include amending the position title to Ellis House and Equestrian Center Manager, and expanding the supervisory roles for the position to include all operational areas.

Director Guritz reported that Ellis Farm Manager, Marty Vick, has been taking on support roles for all areas of operation, including coordination of rental and wedding events, and assisting with equestrian center operations and customer service.

Commissioner Gryder asked whether the proposed changes to the description would impact the position's FLSA status, noting that the position is currently, and will continue to be a part time position.

Assistant State's Attorney Leslie Johnson stated that as long as the position is compensated, the new salary threshold requirements which would equal \$913 per week, and his salary does not change based on the number of hours worked each week, the position could be considered for FLSA exemption.

Commission discussed the changes in the FLSA exempt staff rules and regulations.

Commissioner Purcell inquired into whether the position would be extended additional hours. Director Guritz stated that the position is currently budgeted at 1,400 hours at \$14.00 per hour. This position will likely work closer to 1,500 hours in the current year, with a proposed salary of \$15.50 per hour to compensate the individual for expanded roles and responsibilities.

Commissioner Purcell stated that this position recently received a significant increase in the current fiscal year.

Director Guritz stated that as part of the restructuring at Ellis, the District reduced headcount over the prior year in order to balance the budget. This has created gaps, with the Farm Manager taking on additional responsibilities to insure that operations flow smoothly.

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Roll call: Commissioners Cullick, Davidson, Flowers, Gilmour, Gryder, Koukol, Prochaska, Purcell, and Wehrli, aye. Opposed, none. Motion passed unanimously.

XIV. Motion to Approve a Promotional Per Hour Salary Increase to \$15.50 Per Hour Effective July 9, 2016 for the Current Ellis House and Equestrian Center Farm Manager, Marshall Vick

Commissioner Cullick made a motion to approve a promotional per hour salary increase to \$15.50 per hour effective July 9, 2016 for the current Ellis House and Equestrian Center Farm Manager, Marshall Vick. Seconded by Commissioner Flowers.

Director Guritz reported that staffing at Ellis was reduced over the prior fiscal year. The Office Assistant position has not been filled, and will not be pending consideration within the next fiscal year budget resulting in a budget savings of approximately \$2,000.00. Additional responsibilities, and revenues from Sunrise Center North will help offset the additional salary cost of approximately \$1,000.00 in the current fiscal year for the promotional salary increase.

Commissioner Davidson and Commissioner Purcell expressed concerns about the current budget and program revenues. Commissioner Davidson suggested that the Board postpone consideration until the upcoming fiscal year.

Director Guritz stated that he did not want to lose good staff. This proposed increase is warranted based on the increased responsibilities, and will help towards establishing a more competitive salary within the market.

President Wehrli stated that the District is increasing this position's responsibilities, and needs to compensate the position accordingly.

Director Guritz stated that this is a tough job. You need an individual with the right temperament and skill sets to handle Ellis operations, and the District has this in place with someone that understands and is working to achieve our budget goals.

Roll call: Commissioners Cullick, Flowers, Gilmour, Prochaska, and Wehrli, aye. Opposed, Commissioner Davidson, Gryder, Koukol and Purcell. Motion carried by a vote of 5 to 4.

XV. Motion to Approve a \$2,000.00 Increase to the Annualized Gross Salary of the Current Hoover Resident and Supervisor, Jay Teckenbrock, Effective July 9, 2016, Towards Fulfillment of District Obligations to Conform with Changes in Federal Law Requirements for Minimum Salary Thresholds for FLSA Exempt Positions

Commissioner Cullick made a motion to approve a \$2,000.00 increase to the annualized gross salary of the current Hoover Resident and Supervisor, Jay Teckenbrock, effective July

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9, 2016, towards fulfillment of District obligations to conform to changes in federal law requirements for minimum salary thresholds for FLSA exempt positions. Seconded by Commissioner Flowers.

President Wehrli stated that this proposed increase is a step in the right direction towards meeting the minimum salary requirements for this position.

Director Guritz reported that in consultation with the State's Attorney's Office, and as part of negotiations, Commission does have the ability to negotiate a lease payment for use of the Hoover residence with Mr. Teckenbrock, or cancel the agreement and establish a new agreement in the coming year.

Director Guritz reported that Jay Teckenbrock has been doing an exceptional job during a time of staff shortage. Mr. Teckenbrock has extended his schedule significantly to handle the day-to-day operations, reservations, and grounds maintenance responsibilities.

Commissioner Flowers asked about current terms of the lease agreement, and the previous staff member's salary. Director Guritz stated that under the current lease agreement, no rent is due, and utilities are covered. The previous individual employed in this position was earning over \$34,000 per year, and earning overtime.

Director Guritz reported that within the current year, the FLSA exempt status has saved over \$6,000 in overtime salary payments.

Director Guritz stated that within the budget, there has been significant salary savings resulting from staff shortages.

Director Guritz stated that the increase is proposed to retain the employment of this individual.

Commissioner Koukol reminded the Commission that the value of use of the residence has been discussed in the past, with different opinions on the value ranging from \$1,000 per month to \$1,800 per month. While the salary will need to be significantly increased to meet the threshold, the lease payment will offset a good amount of this, and may work against efforts to retain the employee. Director Guritz stated that in negotiating the salary and lease payment, the employee cannot earn less than his current net salary.

Commissioner Purcell stated that he struggles with extending mid-year increases, asking who is next on the list. Director Guritz stated that he does not anticipate bringing any other position increases forward in the current fiscal year.

Commissioner Purcell questioned whether it was appropriate to increase the salary of a staff member simply because the District and Director have been unable to properly staff the District.

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Director Guritz stated that while the budget looks good from the standpoint of salary savings on paper, there is a bill that will need to be paid for workers' compensation payments in the year. This increase is proposed to compensate this individual who has had to perform above and beyond since the start of his employment, covering for staff shortages with the District down one and a half full time headcount for the year, as part of negotiations that the District will have to work through due to changes in federal law.

The motion, if approved, will increase Jay Teckenbrock's annual salary from \$33,000 to \$35,000 per year.

President Wehrli called the question.

Roll call: Commissioners Cullick, Flowers, Gryder, Koukol, Prochaska, and Wehrli, aye. Opposed, Commissioners Davidson, Gilmour, and Purcell. Motion carried by a vote of 6 to 3.

XVI. Other Items of Business

None.

XVII. Citizens to Be Heard

No public comments were offered by those in attendance.

XVIII. Adjournment

Commissioner Cullick made a motion to adjourn. Seconded by Commissioner Flowers. Aye, all. Opposed, none. Meeting adjourned at 6:55 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
PROGRAMMING AND EVENTS COMMITTEE MEETING MINUTES
JULY 6, 2016**

I. Call to Order

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

II. Roll Call

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

III. Approval of Agenda

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

IV. Citizens to be Heard

No public comments were offered by those in attendance.

V. Facility Use Fee Waiver Requests

a. Yorkville CUSD 115 – Bristol Grade School

b. Art of Living Foundation

Director Guritz reported that Yorkville CUSD 115 did not submit the anticipated request to waive facility usage fees.

The Programming and Events Committee discussed the request for reduced facility use fees for the Art of Living Foundation.

Director Guritz presented the fee waiver requests, including waiving the deposit requirements, and reduced rates for bunkhouse uses below resident not-for-profit rates.

Director Guritz reported that the Art of Living Foundation is not a financially strapped agency based on the most current 990 federal tax reports.

The Programming and Events Committee discussed the fee waiver policy guidelines, requesting inclusion of the guidelines within Committee packets when presenting fee requests at future meetings.

Commissioner Purcell made a motion to deny the request for reduced facility use fees from the Art of Living Foundation, and extend pricing based on District policy guidelines. Seconded by Commissioner Gilmour. Aye, all. Opposed, none. Motion unanimously approved.

VI. Nature-Based Summer Camps – Enrollment Updates

Environmental Programs Coordinator, Emily Dombrowski reported on the current enrollments for the nature-based summer camps.

Ms. Dombrowski and Ellis Equestrian Center Coordinator, Amy Martin, credited the Facebook advertisement for increasing summer camp enrollments.

Ms. Dombrowski reported that four additional registrations were received following completion of the spreadsheet report presented.

Commissioner Purcell asked whether parents were reporting how they heard about the program. Ms. Dombrowski stated that a feedback form will be distributed to parents at the end of the summer camp season.

Ms. Dombrowski shared an example of materials provided to parents providing insights into what summer camp students were learning during their camp experiences.

The Programming and Events Committee discussed summer camp curricula.

VII. Natural Beginnings Enrollment Updates

Director Guritz reported that all 2-day and 3-day sessions are currently filled. Due to changes in the policies regarding registration fees, the District received an additional \$750 this year due to enrollment cancellations.

The Programming and Events Committee provided direction requesting that Megan Gessler attend the August Committee meeting to provide updates on registrations and program directions for the coming year.

VIII. Sunrise Center North – KCFPD Combined Family Fun & 5K Fundraising Event

Director Guritz outlined a proposal to host a combined fundraising event at Ellis House and Equestrian Center on October 29, 2016. The proposed fundraising event includes a 5K run and Family Fall Festival event.

The proposed 5K run will replace the December “Reindeer Run” at Ellis, which did not meet anticipated registrations and budget goals.

The Programming and Events Committee discussed the proposed pricing, asking that staff work to examine pricing, including an early registration discount for the run, and clarify what activities will be offered as part of the Fall Festival entry fee.

Director Guritz reported that efforts to cross market the event with Heap’s Farm Halloween events.

Commissioner Gilmour stated that race certification helps to boost the number of runners attending.

Director Guritz stated that planned activities will have limited supply costs in order to keep expenditures down for the event.

The Programming and Events Committee discussed whether families registered to participate in the run would be charged for the Fall Fest event. Director Guritz stated that participation in the Fall Fest will be included as part of the 5K registration costs.

The Programming and Events Committee provided direction to staff to work out the details for presentation to the Committee of the Whole.

IX. Maramech Field Days – Proposed Program Fees

Programming and Events Committee Chair Flowers requested a motion to forward the proposed fees to the Committee of the Whole for consideration.

Commissioner Prochaska made a motion to forward the proposed Maramech Field Days program fees to the Committee of the Whole for discussion. Seconded by Commissioner Flowers.

Emily Dombrowski, Environmental Education Coordinator, reported that the \$10.00 per student proposed fee will include an outreach program for participating classrooms, and a field trip experience to learn about Maramech Forest Preserve and assist with natural resource management efforts.

Commissioner Gilmour requested that staff provide a curricula overview for Maramech Field Day content and activities at the August Programming and Events Committee meeting.

All, aye. Opposed, none. Motion passed unanimously.

X. Grass and Alfalfa Hay Sale Updates

Director Guritz provided a report on the estimated surplus from the first cutting of hay at Baker Woods Forest Preserve. Anticipated proceeds totals \$4,158.00 for the sale of the equivalency of 924 small bales.

Amy Martin, Equestrian Program Coordinator stated that the District will work to increase the Ellis hay inventory from the second cutting.

The Programming and Events Committee discussed the quality of the first cutting. The second cutting should be higher quality with less course stems.

Director Guritz stated that the first cutting was problematic due to the amount of rainfall in May and June. Ellis has a history of wet ground and standing water in the spring that can delay the first cutting.

Director Guritz reported that the Committee of the Whole will discuss lowering the surplus inventory purchase cost to the licensee to provide incentive for storing and selling surplus inventory to the licensee's clients. For this first cutting, Kyle Connell has agreed to support District efforts to sell the hay at \$4.50 per bale.

XI. General Use Ordinance Discussions

The Programming and Events Committee discussed General Use Ordinance provisions pertaining to prohibited activities within forest preserves, focusing on provisions that prohibit the playing team sports and use of radio-controlled devices and toys within preserve areas.

The Committee discussed the General Use Ordinance provisions, with consensus reached to review the prohibited activities with the Committee of the Whole, with the goal of formulating policy to make it less restrictive in terms of allowable activities.

Commissioner Prochaska suggested that drone use is growing in popularity, and should be considered so long as users are following FAA regulations, and that the activity is limited to certain areas.

Commissioner Gilmour expressed concerns about potential impacts to wildlife from drone users in preserves.

Director Guritz pointed out that team sports are allowed in certain areas in accordance with the General Use Ordinance. The Committee discussed examples including use of the Hoover ballfield by the Yorkville Fury, and a recent request to erect a volleyball net at a family event. Director Guritz pointed out that the public is currently allowed to use the area adjacent to Shelter 1 and 4 at Harris for use of bounce houses.

XII. Citizens to be Heard

No public comments were offered by those in attendance.

XIII. General Discussions and Updates

Equestrian Program Coordinator, Amy Martin, requested discussion on a proposed Pony Club program for Ellis House and Equestrian Center. The Pony Club would meet year round, with quarterly membership fees set to breakeven with five club members enrolled.

The Club would meet once a week from May through October for three hours (total 36 hours contact time per quarter), and once every two weeks from November through April for three hours (18 hours contact time per quarter). Participation in the Pony Club would require current enrollment within lesson programming, and include a service hour requirement.

Ms. Martin reported that a survey to lesson student parents indicated high interest in participation in this service.

Director Guritz reported that the cost proposed, per quarter, would be \$100 in the summer months (2-quarters), and \$50 per quarter in the winter months (2-quarters).

Staffing expense for the proposed contact hours would be \$1,620 per year, with minimum revenues of \$1,500.

Commissioner Purcell cautioned that the program could draw revenues away from the lesson program. Ms. Martin stated that eligibility would be contingent on concurrent enrollment in structured lessons.

Commissioner Flowers made a motion to support the continued development of the proposed Pony Club program. Seconded by Commissioner Gilmour. Aye, all. Opposed, none.

The Programming and Events Committee discussed the potential acquisition of the lesson horse, "Candy Man." The Committee discussed the price point for purchasing lesson horses, noting that horses purchased at lower costs can often exhibit issues with physical condition that may impact utility and care costs.

Commission should expect to pay over \$2,000 for lesson horses that would come without lesson issues. Director Guritz provided direction to work with Kris Mondrella to insure that the horse is suitable to support both programs.

Director Guritz reported that staffing limitations are impacting the number of students enrolled in the Ellis House and Equestrian Center lessons program. Additional staffing, coupled with an additional horse is needed to increase student enrollment capacity.

XIV. Executive Session

None.

XV. Adjournment

Commissioner Prochaska made a motion to adjourn. Seconded by Commissioner Gilmour. Aye, all. Meeting adjourned at 7:45 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

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

JULY 13, 2016

I. Call to Order

Acting Chairman Wehrli called the meeting to order at 4:30 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Davidson, Gryder and Wehrli all were present.

III. Approval of Agenda

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

IV. Citizens to be Heard

No public comments were offered.

V. Approval to Forward Claims in an Amount Not-to-Exceed \$16,606.55.

Commissioner Gryder made a motion to forward claims to Commission in the amount of \$16,606.55. Seconded by Commissioner Davidson.

The Finance Committee reviewed the claims list.

Director Guritz reported that as part of ongoing research on electricity bills from ComEd for Hoover, ComEd includes a \$250 per month transformer rental fee, as well as meter rental fees that are included within the Hoover multiple meter billing statements.

Director Guritz stated he would be following up with the ComEd engineer to determine if there are ways to reduce these monthly costs.

Director Guritz reported that there is a \$500 claim for the Forest Foundation that is a sponsorship pass through for the Fall Fest event.

The Finance Committee discussed the cost center coding for the propane contract. Director Guritz reported that a check had been received and processed for the savings on the previous contract of just under \$2,000.

Commissioner Cullick entered the meeting at 4:40 pm, and presided over the remainder of the meeting.

Director Guritz stated that he would be processing two ABC checks to return deposits for recent wedding events at Ellis. Commissioner Davidson expressed concerns over the need to issue checks between cycles. Director Guritz stated that in this case, we are looking at this as good customer service to return the deposits in a timely manner.

The Finance Committee reviewed the financial statements for the period ending June 30, 2016.

Commissioner Gryder inquired into the farm lease agreement expense. Director Guritz reported that the amount coded represented a reimbursement of an overpayment of base rent payment from Dan and Don Roberts.

Director Guritz advised the Committee that revenues for farm lease agreements is currently overstated on a cash basis, with approximately \$40,000 credited in the audit to the prior fiscal year.

Director Guritz reported that he was contacted by a farmer that is farming the northeast corner of Henneberry. A farm license agreement will be presented at the upcoming meeting for a base rent lease amount around \$750.00.

Commissioner Davidson inquired into balances of the other District accounts.

The Finance Committee discussed the balances in the Land-Cash Fund, and other bond funds held by the District. Director Guritz stated that additional reports will be included for review at future Committee meetings. The Land-Cash Fund balance is currently over \$30,000. There are additional bond fund balances of \$1,500 and \$19,000 currently available.

Latreese Caldwell reported that the District's surplus year to date is \$133,000.

The Finance Committee reviewed the cost center reports for the District. The Finance Committee noted that the Environmental Education budget is doing well. Director Guritz stated that this is a big change from the (\$70,000) deficit budget in the prior year.

Director Guritz reported that the District will have a \$65,000 workers' compensation bill that will come due at the end of the fiscal year that will need to be scheduled for repayment.

The Finance Committee discussed bond refunding opportunities that will be considered later in the year for closing in early 2016.

The Finance Committee discussed the potential savings, providing direction to research the language that would need to be included on the ballot to ask the voters whether the savings realized should be retained by the District for supporting capital improvements and operations.

Finance Committee Chair Cullick called the question. Aye, all. Opposed, none. Motion unanimously approved.

VI. Procurement Card Requests – Ellis House and Equestrian Center Manager and Executive Director Card Limit Increase

The Finance Committee discussed requests to issue a procurement card to Marty Vick, Ellis House and Equestrian Center Manager, and increase the maximum limit for David Guritz, Executive Director.

Director Guritz stated that he was overdrawn in the current month due to the increase in monthly bills assigned for automated payment.

Advantages include timely payments to avoid late fees, and efficiencies with payment processing.

Separately, staff is requesting issuance of a procurement card to Marshall Vick in order to provide the ability to charge District expenses rather than using a personal card.

Commissioner Davidson cautioned against use of credit cards, citing previous issues with other County offices.

The Finance Committee reached consensus to place the motions discussed on the Commission agenda for consideration, including a reduction of the procurement card limit to \$1,000.00 for the Ellis House Events Coordinator.

The Finance Committee requested copies of the actual billing statements as part of Finance Committee packets for review.

VII. Intermittent Part Time Staffing Needs – Grounds Maintenance Worker and Events and Facilities Attendant

Director Guritz reported on the need to hire additional part time staff to support grounds maintenance in the preserves, and support of weddings at Ellis House and Meadowhawk Lodge.

The Finance Committee discussed the staffing needs, and authority of the Executive Director, citing that so long as the District is on track with the budget for staffing, the positions can be posted for hiring.

Director Guritz stated that District staff and department heads will continue to manage part time staffing costs within each of the program budgets, regardless of the number of part time staff supporting the different operational functions.

Commissioner Davidson stated that so long as budgets are on track, it does not matter how many part time staff are hired so long as the District does not over expend on the budget part time salary line items.

Director Guritz expressed appreciation for the direction, stating that all requests of this nature will be presented to the Committee of the Whole and Commission for review and consideration.

VIII. Executive Session

None.

IX. Citizens to be Heard

No public comments were offered by those in attendance.

X. Other Items of Business

Director Guritz reported that the Blackberry Trail Forest Preserve trail pothole had been filled. Commissioner Davidson suggested that there may be a broken drain tile undercutting the trail. Director Guritz stated that the site will be inspected to see what needs to be done.

The Finance Committee discussed the trail construction history, and noted that there is still an outstanding bond for completion of additional trails within the subdivision through Jericho Builders, Inc..

XI. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Wehrli. All, aye. Meeting adjourned at 5:29 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE OF THE WHOLE MEETING MINUTES**

JULY 13, 2016

I. Call to Order

President Wehrli called the meeting to order at 5:35 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Cullick, Davidson, Gilmour, Gryder, Prochaska, and Wehrli all were present.

III. Approval of Agenda

Commissioner Cullick made a motion to approve the agenda as presented. Seconded by Commissioner Prochaska. All, aye. Opposed, none. Motion passed unanimously.

IV. Citizens to be Heard

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

V. Director's Report

Director Guritz reported that June was a busy month for District operations, including coverage of the Administrative Assistant position for the past two weeks.

District staff is in the process of hiring a part time Grounds Maintenance Worker, and will soon post a second part time maintenance position, and a Facility and Events Attendant position in order to cover scheduled events in the year.

Director Guritz reported that Sunrise Center North is scheduling the installation of their ADA access ramp, with the side entrance now completed. Sunrise Center North has established program operations at Ellis House and Equestrian Center, and two lease payments have been received year-to-date.

Director Guritz completed District enrollment in the federal ASAP automated payment program in order to gain access to and draw down federal funds available for the continued restoration of Maramech Forest Preserve in the upcoming fiscal year.

Director Guritz reported that website changes are needed to promote the updated fees and charges for the District.

The ICC hearing was held, and is the final step needed in order to move forward with the design and construction of the warning devices for the Hoover Forest Preserve railway crossing.

Director Guritz responded to a local residents' complaint on standing water adjacent to property owned by the District. The adjacent property is a stormwater detention basin that is retaining and draining water from the area as designed.

Director Guritz reported that Adam Fowler completed his Eagle Scout project improvements at the Neshnabe'k Village site at Hoover Forest Preserve.

Fox River Run Junkees will be out this weekend assisting with trail clearing activities at Richard Young and Lyon Forest Preserves.

The District's budget is on track for the year.

Director Guritz thanked Superintendent Olson for all she has done in the year to keep preserve operations running smoothly given staffing constraints in the current year.

Natural Beginnings is full going into this fall. Registrant turnover has resulted in increased registration fee revenues for the year.

VI. HLR Engineering Proposal – Millbrook Bridge Permitting and Cost Assessments

Director Guritz invited Steve Megginson, Vice-President for HLR Engineering, Inc. to discuss the submitted proposal.

Mr. Megginson reported that a site meeting was held with Director Guritz to discuss approaches for repair or removing the structure.

Mr. Megginson cautioned Commission on the current state of the bridge, warning that a significant flood event could compromise the structure, potentially impacting the downstream vehicular crossing.

Scope of work within the proposal will include review and potential mitigation for State threatened or endangered species, including the River Redhorse. The IDNR has been contacted to request copies of completed studies for this section of the river.

HLR Engineering will complete and file the required Army Corps of Engineer permits. The process for review and approval of the permit will take between 9 and 12 months to complete.

Director Guritz stated that the recommended approach will include build-out of a temporary causeway, with the causeway material reused for shoreline erosion protection at the Shuh-Shuh-Gah Canoe Launch area to enhance shoreline stabilization and fishing opportunities.

Mr. Megginson reported that approaching the bridge from the south approach would be costly and problematic, with permissions needed from Millbrook and requiring construction of a temporary construction road through Millbrook North Forest Preserve.

Commissioner Gryder inquired into whether the letter from IDOT requiring the removal of the bridge at the time the vehicular bridge was constructed would suffice for satisfying the permitting requirement. Mr. Megginson stated that the permit would be needed in place and in effect within the project completion timeframe, but could help with securing Illinois Historic Preservation sign-off on the project.

Director Guritz questioned whether grant funds would be available if the decision was made to remove the structure. Mr. Megginson suggested that ITEP funding may be available to support rehabilitation if this included construction of a new pedestrian crossing using the existing piers and abutments.

The Committee of the Whole discussed the current state of Millbrook Bridge.

Commissioner Davidson stated that even if the Millbrook Bridge were restored, the District lacks sufficient funding to maintain the bridge following restoration.

President Wehrli stated that regardless of outcome, permitting is needed which is the purpose of the HLR, Inc. proposal.

Commissioner Purcell inquired into the scope of the proposal. Mr. Megginson stated that the project will take the District through permitting, and establish cost estimates for removal or repair of the structure. Mr. Megginson noted that if the direction is rehabilitation, additional funding will be needed to complete a full set of construction specifications.

Mr. Megginson stated that the project should be able to achieve permitting through the Army Corps of Engineers established nationwide permit authority.

Director Guritz asked how the project would be billed to the District. Mr. Megginson stated that the District will be billed on a monthly basis based on time and materials.

Commissioner Purcell made a motion to forward the HLR, Inc. proposal for Commission approval. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Motion unanimously approved.

VII. Maramech Field Trip Fees and Charges

Director Guritz presented a report from Emily Dombrowski and April Morris, Environmental Education Coordinators, recommending a \$10.00 per student fee for the proposed Maramech Field Trip experience. The recommended fee is consistent with District charges for a combined outreach and field trip experience, and may include a formal or informal teacher in-service opportunity depending on the classrooms enrolled and teacher interest.

Commissioner Gryder expressed concern over approving the proposed fee without considering the upcoming fiscal year budget. Director Guritz reported that the proposed fee is slightly higher than the established fees for outreach and field trip services, and that the Environmental Education department budget is on track for the year. Classroom

outreach and field trip experiences will take place in March and April, and should not cut into the existing high-demand schedule for spring field trips.

Director Guritz stated that a program budget will be presented at the Commission meeting for review and approval.

VIII. General Use Ordinance – Chapter 4 Discussions

a. Section III (Engine Powered or Radio Controlled Models or Toys)

b. Section IX (Field and Team Sports)

Commissioner Prochaska reported that the items were discussed at the Programming and Events Committee.

Commissioner Gilmour stated that she was opposed to allowing use of engine or radio controlled toys or models, citing concerns for impacts to wildlife and preserve enjoyment by other visitors.

Director Guritz reported that these types of uses are discussed to develop policy by the Illinois Association of Conservation and Forest Preserve Districts. Currently other District do permit use of drones, and other model aircraft restricted to certain areas.

Commissioner Prochaska stated that this would only be considered for certain areas.

Superintendent Olson stated that part of the challenge would be monitoring the activity to insure that it was only taking place in permitted areas.

The Committee of the Whole discussed Section IX of the Ordinance. Superintendent Olson shared insights and examples of activities including team sports currently allowed in preserves, citing concern with damages to turf and trees and surrounding preserve areas.

Commissioner Davidson stated that team sports should be allowed in the open grass areas.

Director Guritz stated that only Commission reviews the actual Ordinance. This is translated within the policy statements for shelter rentals. This document, and the Ordinance will be drafted to include common sense changes in the allowable activities in the mowed field areas of preserves and brought back to the Committee of the Whole for review and further discussion.

Director Guritz stated that the changes will relax restrictions for public users, but expressed interest in retaining the appropriate language requiring permits for licensed use of areas for organized sports teams that result in restricted use by the public of certain areas for organized sports leagues and clubs. For more intensive uses, the District needs to reserve the right to consider and permit activities so that these activities can be appropriately planned and coordinated.

IX. Sunrise Center North Joint Fundraising Event Proposal

Director Guritz provided an updated report on the proposed fundraising event activities. The event will include a 5K run with a registration fee of \$35 (\$30 for early registration), a \$10 registration fee for a kids' fun run, and a Family Fall Festival for a cost of \$5 per person to participate in all activities planned for the event.

The Committee of the Whole discussed the proposed event.

Commissioner Gilmour noted that the proposed fees had changed from the initial proposal, asking whether admission to the family event would be included in the 5K run registration fee. Director Guritz stated that admission to the family event will be marketed as included as part of the run registration fee.

Commissioner Purcell inquired whether Uncle Bub's will extend food service for the event. Director Guritz stated that Mark Link will donate one food item, but felt it was cost prohibitive to sponsor a full lunch for everyone in attendance.

Commissioner Purcell inquired into whether the event will be included in the FY 16-17 budget. Director Guritz stated that the outcome from sponsorship drive will be known for the upcoming fiscal year budget, with estimates for participation included.

X. ComEd Green Region Grant – Tucker-Millington Fen Common Reed (*Phragmites australis*)

Director Guritz reported that the District's remaining match is \$1,500.00. Proposals will be secured to complete the work at Tucker-Millington Fen for control of *Phragmites*, and submitted to Commission for approval.

XI. Intermittent Part Time Staffing Needs – Grounds Maintenance Worker and Events and Facilities Attendant

President Wehrli reported that this item was discussed at the Finance Committee, with direction provided to Director Guritz to move forward with hiring of additional staff to support maintenance and rental events within the approved part time staff budgets for these positions.

Director Guritz reported that additional part time staffing is needed to support closing activities and associated maintenance, and for staffing wedding functions at Ellis House and Meadowhawk Lodge.

XII. Citizens to Be Heard

Jerry Bannister of Oswego inquired into an individual that frequents Jay Woods around closing time. Superintendent Olson reported the individual hikes the preserve, and rests in the back of his car following his hikes.

XIII. Executive Session

Commissioner Wehrli made a motion to enter into executive session under 2(c)1 of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Seconded by Commissioner Cullick.

Roll call: Commissioners Cullick, Gilmour, Gryder, Purcell, Prochaska, and Wehrli, aye. Opposed, none.

Executive session called to order at 6:51 pm.

Commissioner Cullick made a motion to adjourn from executive session. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

Regular meeting reconvened at 7:00 pm.

XIV. Other Items of Business

None.

XV. Adjournment

Commissioner Prochaska made a motion to adjourn. Seconded by Commissioner Cullick. Aye, all. Opposed, none. Meeting adjourned at 7:00 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltreengineering.com

June 28, 2016

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
dguritz@co.kendall.il.us

RE: Proposal for Engineering Services
Millbrook Bridge over the Fox River
Phase I Permits for Structure Repair/Removal

Dear Mr. Guritz:

We have prepared this letter to serve as the agreement between the Kendall County Forest Preserve District (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for professional engineering services requested relative to the Millbrook Bridge over the Fox River.

The purpose of these services is to develop the feasibility and necessary permits required for rehabilitation of the structure to a condition suitable to remain in place or that which is necessary to complete the removal of the bridge truss structure, piers and abutments.

SCOPE OF SERVICES

The Client and Consultant agree to the following list of Basic Services the Consultant will provide to the Client:

1. Complete field survey necessary to prepare permit submittals.
2. Cause environmental studies to be made through the IDOT Bureau of Design and Environment, or from previous studies completed by IDNR to determine the cultural and biological resource clearances.
3. Assemble abbreviated plan details for rehabilitation alternatives and a structure removal alternative suitable for estimating purposes and for determination of permitting impacts.
4. Develop USACE Nationwide permit submittals.
5. Develop an Incidental Take permit application to IDNR, if needed for Threatened and Endangered Species impacts.
6. Coordinate permit and clearances with regulatory agencies and the Kendall County Forest Preserve District.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit A and appended hereto.

Services not set forth above as Basic Services of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed.

All of the above services are to be performed to the satisfaction and in conformance with the requirements of the Client.

RESPONSIBILITIES OF CLIENT

380 Shepard Drive
Elgin, Illinois 60123-7010
Tel. 847.697.6700
Fax 847.697.6753

6825 Hobson Valley Drive
Unit 302
Woodridge, Illinois 60517
Tel. 847.697.6700
Fax 847.697.6753

3085 Stevenson Drive
Suite 201
Springfield, Illinois 62703
Tel. 217.546.3400
Fax 217.546.8116

323 West 3rd Street
P.O. Box 160
Mt Carmel, Illinois 62863
Tel. 618.262.8651
Fax 618.263.3327

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
June 28, 2016
Page 2 of 6

It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:

- IDNR environmental reports available on the Fox River
- Bridge Condition Report prepared on the structure for Client.

Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit.

<u>Employee Classification</u>	<u>2016 Hourly Rate</u>
Engineer 6	158.00
Engineer 5	146.00
Engineer 4	124.00
Engineer 3	116.00
Engineer 2	106.00
Engineer 1	82.00
Technician 3	104.00
Technician 2	84.00
Technician 1	61.00
Intern/ Temp	45.00
Land Acquisition	116.00
Survey 2	108.00
Survey 1	75.00
Environmental 2	115.00
Environmental 1	55.00
Administration 2	120.00
Administration 1	68.00

These rates will remain in effect through December 31, 2016.

For direct out-of-pocket expenses, we will be reimbursed at our actual cost of the item.

The upper limit of compensation will not exceed \$26,000.00. Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost. Any costs incurred above the not-to-exceed cost must be pre-approved by the Client.

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
June 28, 2016
Page 3 of 6

Payment Terms

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

GENERAL TERMS AND CONDITIONS

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party.

Certification

Consultant certifies that Consultant, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

Both parties affirm no Kendall County Forest Preserve District officer or elected official has a direct or indirect pecuniary interest in HLR or this Agreement, or, if any Kendall County Forest Preserve District officer or elected official does have a direct or indirect pecuniary interest in HLR or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Drug-Free Workplace.

Consultant and its employees, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 *et seq.*

Entire Agreement

This Agreement, comprising pages 1 through 7 is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Governing Law and Jurisdiction

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kendall, Illinois.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the Client, under this paragraph, must first be approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. The Client's participation in its defense shall not remove Consultant's duty to indemnify, defend, and hold the Client harmless, as set forth above.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Independent Contractor

It is understood and agreed that Consultant is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Client. Consultant understands and agrees that Consultant is solely responsible for paying all wages, benefits and any other compensation due and owing to Consultant's officers, employees, and agents for the performance of services set forth in the Agreement. Consultant further understands and agrees that Consultant is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Consultant's officers, employees and/or agents who perform services as set forth in the Agreement. Consultant also agrees that Client is not responsible for providing any insurance coverage for the benefit of Consultant, Consultant's officers, employees, sub-consultants and agents. Consultant hereby agrees to defend with counsel of Client's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Client, its board members, officials, employees, insurers, and agents for any alleged injuries that Consultant, its officers, employees and/or agents may sustain while performing services under the Agreement.

Insurance

Consultant will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Client. Before starting work hereunder, Consultant shall deposit with Client certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$5,000,000 for each occurrence, with a minimum \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit.

The Kendall County Forest Preserve District shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County Forest Preserve District. Also, Kendall County Forest Preserve District shall be designated as the certificate holder.

Non-Discrimination

Consultant, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder.

Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Standard of Care

In providing services under this Agreement, the Consultant will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
June 28, 2016
Page 6 of 6

performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

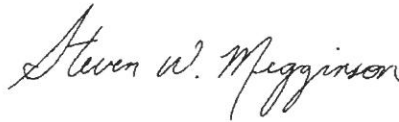
In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

If this agreement meets with the County's approval, please have the proper County officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Springfield office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

By:



Steven Megginson, P.E., S.E.
Vice President

Enclosure

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the Kendall County Forest Preserve District for engineering services set forth above.

By _____

Date

ATTEST:

By _____

To: Kendall County Forest Preserve District Commission

From: David Guritz, Executive Director

RE: Procurement Card Requests

Date: July 18, 2016

Previous Discussions

Finance Committee Meeting – July 13, 2016

Committee of the Whole Meeting – July 13, 2016

In order to increase operational efficiencies, insure timely payments to avoid late fee penalties, and automate monthly payments to vendors providing utilities and services billed on a monthly basis, the District has researched and established auto pay where possible and practical using the Director's procurement card for the following companies:

1. AT&T
2. Republic Services
3. The Knot
4. Constant Contact
5. Nestle (Water Service)

Additional automated payment opportunities for District vendors are available (some at discounted rates), but only through ACH payments which is not currently available.

Because of the increase in credit card payments, an over-limit service charge was incurred in July for \$39.00. A request has been submitted to the Treasurer's Office to request that Castle Bank remove this charge.

In order to insure that a sufficient credit limit is available for automated and routine purchases, staff recommends increasing the procurement card limit for the District's Director, David Guritz, to \$5,000.00. The Director's card limit is currently \$3,000.00.

Separately, there have been several instances in the past month where Ellis House and Equestrian Center staff have used personal cards to render timely payments for supplies and services. Staff recommends issuance of a procurement card to Ellis House and Equestrian Center Manager, Marty Vick, with a procurement card limit of \$1,500 with no single item purchase limit.

During the July 13 Finance and Committee of the Whole meetings, direction was also received to include copies of the actual credit card billing statements for Finance Committee review, and consider a separate motion to reduce the procurement card limit for Tina Villarreal, Events Coordinator to \$1,000.00.

Recommendations:

1. Approve a motion to increase the procurement card maximum limit from \$3,000.00 to \$5,000.00 for the District's Executive Director, David Guritz.
2. Approve a motion to issue a procurement card to the District's Ellis House and Equestrian Center Manager, Marshall Vick, with a maximum card limit of \$1,500.00 and single purchase limit of \$500.00.
3. Approve a motion to reduce the procurement card maximum limit for Tina Villarreal, Ellis House and Equestrian Center Events Coordinator from \$3,000.00 to \$1,000.00.

To: Kendall County Forest Preserve District Commission

From: David Guritz, Executive Director

Cc: Kris Mondrella, Program Director, Sunrise Center North

RE: Sunrise Center North Joint Fundraising Opportunity

Date: July 18, 2016

Previous Discussions

Programming and Events Committee Meeting – July 6, 2016

Committee of the Whole Meeting – July 13, 2016

Sunrise Center North is proposing co-hosting an 5K “Monster Dash” and Family Fall Fest at Ellis House and Equestrian Center on Saturday, October 29, 2016.

Sunrise Center North has proposed a \$35 registration cost (\$30 early registration by 10/1/16) for the 5K run, including a \$10 per child registration for a separate 1-mile fun run. Registrant charges through “SignMeUp.com” will be passed on to event participants.

The 5K “Monster Dash” will begin at 9 am and end by 11 am.

The Family Fall Festival will take place on the same date from noon – 3 pm for a cost of \$5 per family member, inclusive of, but not limited to the following activities:

- Hay Wagon Ride (1 ride per ticket holder)
- Picture with a Pony
- Pony Rides (1 ride per ticket holder / \$5 for each additional ride)
- Stick Horse Obstacle Race
- Horse Lasso Activity

- Pumpkin & Face Painting
- Haystack Candy Search
- Halloween Treats Scavenger Hunt

- Barbeque Lunch
- Best Costume Contest

Sunrise Center North volunteers will work with District staff to secure donations for prizes, in-kind contributions and services, and assist with staffing the event (30 volunteers total anticipated).

Additional funds will be raised from at-will donations, and a proposed “Horse Hockey” 50/50 raffle. Event planners will be looking into cross marketing opportunities with Heap’s Pumpkin Farm’s Halloween events.

Sunrise Center North and KCFPD staff anticipates that costs for event supplies and services for the event will be minimal, with any needed services (eg; timing equipment, food service) received as an in-kind donations and event sponsorships.

Sunrise Center North also reports a retained pre-purchased inventory of 5K run t-shirts and awards secured from the prior year.

Preliminary budget figures include the following:

Sponsorship Goal	\$2,000.00	8 sponsors @ \$250 each
5K Run Registrations	\$2,625.00	75 registrations @ \$35 per entry
Family Event Registrations	\$2,000.00	\$5 per person X 400 participants
Total Event Proceeds	\$6,125.00	
Expense Contingency	(\$ 500.00)	
Net Gain over Expenses	\$5,625.00	

All proceeds will be evenly split after direct expenses between the District and Sunrise Center North.

Recommendation:

Consider a motion to approve fees and charges for a 5K run and Family Fall Fest cooperative fundraising event with Sunrise Center North on October 29, 2016, at Ellis House and Equestrian Center including a \$35 (\$30 early registration) 5K Run registration fee; a \$10 Per Child Fun Run registration fee, and \$5 per person Family Fall Fest activity fee.

To: Kendall County Forest Preserve District Commission

From: Emily Dombrowski, Environmental Education Coordinator
April Morris, Environmental Education Coordinator

RE: NEW School Program Fee

Date: July 18, 2016

A new school program will be introduced this fall for middle school and high school students. Students and teachers will have the opportunity to learn about invasive and non-native plants, restoration strategies, and the local flora and fauna of Illinois. Specific restoration activities will improve the habitats and biodiversity of Maramech Forest Preserve. An authentic STEM (Science, Technology, Engineering and Math) learning program and experience will improve both the scientific and environmental literacy within the school communities served. The District will also offer the opportunity for a teacher training to increase teacher comfort level with enhancing their science curriculum with outdoor studies of natural areas.

Proposed fee: \$10 a student

This fee will include a visit to the school to conduct a 1-hour overview of Maramech Forest Preserve, overview of natural and cultural history, and the current restoration plans underway. The experience will also include a 3-hour field trip to Maramech Forest Preserve to engage in restoration efforts and hands-on activities.

To: Kendall County Board of Commissioners

From: Emily Dombrowski, Environmental Education Coordinator
April Morris, Environmental Education Coordinator

RE: Proposed Maramech Restoration Field Trip Budget

Date: July 18, 2016

Maramech Restoration Field Trip Budget

Classes	Location	Fee	# of Students	Staff Hours	Est. Salary	Est. Supplies	Net Gain
Plano Middle School	Outreach/ Maramech Forest Preserve	\$10 per student	170	70.5 hours*	\$1,022	\$300	\$378
Oswego East High School	Outreach/ Maramech Forest Preserve	\$10 per student	55	24.5 hours*	\$355	\$100	\$95
							\$473

*Average staff salary calculations include benefits at \$14.50 per hour.

The Forest Foundation has applied for a grant from the Mazda Foundation of \$5,000.00. The funding if awarded would offset all supply and salary costs, as well as possible incentives including fee reduction or field trip transportation funding for students and classrooms.

The two schools that are included in this spreadsheet have expressed interest in program participation (see letter of support). As we advertise our school programs, more schools may elect to participate in this program.

Recommendation:

The Environmental Education Departments recommends approval of the \$10 per student fee for the Maramech Restoration Field Trip experience as presented.



To Whom It May Concern:

It is my distinct pleasure to write this letter in support of the Maramech Restoration & Education Initiative established by the Kendall County Forest Preserve District.

As a Biology Instructor at Oswego East High School, our students would greatly benefit from the collaborative efforts of this grant. The field work that will be conducted in partnership with the Kendall County Forest Preserve District will embed seamlessly into the Ecology Unit of our Biology Curriculum. In alignment with Next Generation Science Standard HS-LS2-7 (design, evaluate, and refine a solution for reducing the impacts of human activities on the environment and biodiversity), this project will provide our students with an authentic, content specific learning experience. Working in conjunction with ecological professionals, our students will be directly involved in the restoration and preservation efforts of a local forest preserve. This hands-on, real-world project will have a profound impact on the educational growth of our students.

If provided this opportunity, classroom discussions concerning invasive species, human impact, and restoration ecology will have a sense of purpose and meaning that is unlike any curriculum I could provide on my own. This grant has the potential to inspire thousands of students, over multiple years, to not only pursue careers in science, but also become productive members of their communities. Therefore, I fully support the efforts of the Kendall County Forest Preserve District in their pursuit of this grant.

Sincerely,

Scott Johnson
Oswego East High School
Biology Instructor

FARM LICENSE AGREEMENT #16-07-002

Henneberry Property

AGREEMENT made this 19th day of July, 2016 between the KENDALL COUNTY FOREST PRESERVE DISTRICT (hereinafter "Licensor"), a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, and the Licensees, Maurice and Chris Ormiston of 2028 Post Street, Ottawa, IL 61350, including all heirs and assigns.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, Township of Na-Au-Say and State of Illinois described as:

PIN#s: 06-06-400-003

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 3.75 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 License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on July 19, 2016, and ending on December 31, 2016 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$195 per tillable acre for the License year. The Base Rate shall be payable no later than July 22, 2016, and Licensee agrees that failure to pay by this date may terminate this License.

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

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

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page one (1) of this agreement.

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

The Flexible Rate is payable on or before December 31, 2016. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Licensor.

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.
3. Licensors makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.
4. The Licensors agrees that the Licensee may, without further license on the part of the Licensors, 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 Licensors 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."
6. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
7. Licensee shall keep and provide to the Licensors the following records:
 - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensors. Soil test results shall be due to the Licensors by December 30, 2016. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
 - i. 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.

8. 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 Licensors 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 below without the written approval of the Licensors.

- A. _____
- B. _____
- C. _____

11. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensors 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 Licensors. Licensors 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 Licensors 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 Licensors 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 Licensors 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 Licensors.

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, Licensors 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. Licensors 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 Licensors 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, Licensors 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 Licensors 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 Licensors. Licensee shall purchase insurance with said company naming the Licensors as additional insured on the liability policy. Proof of such coverage must be on file with the Licensors 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 Licensors upon request of Licensors.
- C. Licensee shall hold harmless, indemnify, and defend the Licensors, 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 District

By: _____
Jeff Wehrli, President

Date: _____

Licensees:

By: _____
Maurice Ormiston, Jr.

Date: _____

By: _____
Chris Ormiston

Date: _____

Exhibit A

Flexible Rate Calculation Example

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

Average grain price = Corn \$5 per bushel

Basis = \$0.30 per bushel

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

Crop Insurance = 0

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

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

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

The base rate amount is due May 30.

The flexible rate amount is due December 31.

AGREEMENT
BETWEEN THE COUNTY OF KENDALL
AND THE KENDALL COUNTY FOREST PRESERVE DISTRICT
REGARDING LAND EXCHANGE

THIS AGREEMENT is entered into this 19th day of July, 2016 by and between the County of Kendall, a body politic and corporate, acting by and through its County Board (hereinafter the "County"), and the Kendall County Forest Preserve District, a government entity, acting by and through its Board (hereinafter the "Forest Preserve") (collectively, the "Parties").

WITNESSETH

WHEREAS, the County proposes to improve Eldamain Road from IL Route 71 to U.S. Route 34 ("Road Project Improvement"); and

WHEREAS, the Road Project Improvement requires the acquisition of approximately 1.6 acres of land located in the Subat Forest Preserve, in Kendall County, Illinois, which is owned by the Forest Preserve and described in the attached Exhibit A ("Forest Preserve Property"); and

WHEREAS, the Forest Preserve is in agreement with and supports the Road Project Improvement as planning and constructing adequate transportation infrastructure is vital to the County residents' quality of life; and

WHEREAS, the County owns approximately 1.9 acres adjacent to the Hoover Forest Preserve, described in the attached Exhibit B ("County Property"); and

WHEREAS, the Parties intend to exchange the Forest Preserve Property and the County Property; and

WHEREAS, the County Property and the Forest Preserve Property were appraised by an Illinois certified real estate appraisal within one year before the date of this Agreement; and

WHEREAS, the Forest Preserve Board determined that the land exchange is advantageous to the Forest Preserve and therefore approved the exchange by the unanimous vote of the members of the Board.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions set forth in this Agreement, the County and the Forest Preserve hereto mutually agree to perform as follows:

1. This land exchange is made pursuant to the Illinois Downstate Forest Preserve District Act (70 ILCS 805/6d) and Illinois Counties Code (55 ILCS 5/5-1004 and 55 ILCS 5/5-1005).
2. Forest Preserve shall convey to the County its fee-simple interest legally described in the Warranty Deed attached as Exhibit C and depicted on the Plat of Highway attached as Exhibit D.
3. The Forest Preserve shall also grant a temporary construction easement to the County legally described in the Temporary Construction Easement attached as Exhibit E and depicted on the Plat of Highways attached as Exhibit D.
4. The County shall convey to the Forest Preserve its fee-simple interest legally described in the Warranty Deed attached as Exhibit F and depicted on the Plat of Highways attached as Exhibit G.
5. Subsequently, the Forest Preserve shall grant a temporary construction easement to the County legally described in the Temporary Construction Easement attached as Exhibit H and depicted on the Plat of Highways attached as Exhibit G.
6. This Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter of this Agreement as well as any previous agreements presently in effect between the Parties relating to the subject matter of this document.
7. It is mutually agreed by and between the Parties that any alterations, amendments deletions, or waivers of any provision of this Agreement shall be valid only when expressed in writing and duly executed by the Parties.
8. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns, provided however, that neither Party shall assign any interest hereunder without the prior written consent and approval of the other and any such assignment, without said prior written consent and approval shall be null and void and of no force and effect.
9. The terms of this Agreement will be construed in accordance with the laws of Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois.
10. Each Person Signing below on behalf of one of the Parties agrees, represents and warrants that he or she has been duly and validly authorized to sign this Agreement on behalf of their Party.

FOR THE COUNTY

Name: _____

Title: _____

Signature: _____

Subscribed and sworn to before me,

_____, 2016

Notary Public

FOR THE FOREST PRESERVE

Name: _____

Title: _____

Signature: _____

Subscribed and sworn to before me,

_____, 2016

Notary Public

Prepared By and Return to:

County of Kendall

Kendall County Highway Department
6780 Illinois 47
Yorkville, IL 60560

EXHIBIT A

PARCEL DESCRIPTION

Route: Eldamain Road
Section:
County: Kendall
Job No.: R-93-011-13
Owner: Kendall County Forest
Preserve District
Parcel No.: 0001A
Station: 447+99.10 to 449+32.66

That part of the Southeast Quarter of Section 25, Township 37 North, Range 6 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at a found iron rod at the southeast corner of said Section 25 per Monument Record 200900016871; thence on an assumed bearing of North 01 degree 15 minutes 34 seconds West, 35.21 feet along the east line of said Southeast Quarter to the southwest corner of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian; thence North 00 degrees 51 minutes 12 seconds West, 1,177.55 feet along said east line to the centerline of Schaefer Road and to the Point of Beginning; thence South 86 degrees 57 minutes 58 seconds West, 395.52 feet along said centerline as monumented; thence South 03 degrees 02 minutes 02 seconds East, 30.39 feet; thence South 89 degrees 22 minutes 58 seconds East, 296.17 feet; thence South 41 degrees 00 minutes 22 seconds East, 105.46 feet to the westerly line of Eldamain Road; thence North 87 degrees 25 minutes 23 seconds East, 30.01 feet to said east line of the Southeast Quarter; thence North 00 degrees 51 minutes 12 seconds West, 132.72 feet along said east line to the Point of Beginning.

Said parcel contains 0.504 acre, more or less, of which 0.347 acre, more or less, has been previously dedicated or used for highway purposes.

PARCEL DESCRIPTION

Route: Eldamain Road
Section:
County: Kendall
Job No.: R-93-011-13
Owner: Kendall County Forest
Preserve District
Parcel No.: 0001B
Station: 424+48.01 to 428+40.10

That part of the Northeast Quarter of Section 36, Township 37 North, Range 6 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at a found iron rod at the northeast corner of said Section 36 per Monument Record 200900016871; thence on an assumed bearing of South 01 degree 04 minutes 12 seconds East, 976.63 feet along the east line of said Northeast Quarter to the centerline of River Road and to the Point of Beginning; thence South 74 degrees 24 minutes 30 seconds West, 1,314.98 feet (1,315.05 feet) along said centerline as monumented; thence North 01 degree 45 minutes 49 seconds West, 51.33 feet along the grantor's westerly property line; thence North 73 degrees 14 minutes 27 seconds East, 105.84 feet; thence North 65 degrees 32 minutes 27 seconds East, 105.24 feet; thence North 72 degrees 15 minutes 44 seconds East, 295.68 feet; thence North 73 degrees 52 minutes 48 seconds East, 302.06 feet; thence North 75 degrees 43 minutes 45 seconds East, 242.54 feet; thence North 77 degrees 32 minutes 47 seconds East, 203.53 feet; thence North 38 degrees 43 minutes 34 seconds East, 57.87 feet to the westerly line of Eldamain Road; thence North 88 degrees 55 minutes 48 seconds East, 27.45 feet to said east line of the Northeast Quarter; thence South 01 degree 04 minutes 12 seconds East, 95.29 feet along said east line to the Point of Beginning.

Said parcel contains 2.227 acres, more or less, of which 0.827 acre, more or less, has been previously dedicated or used for highway purposes.

TEMPORARY EASEMENT
DESCRIPTION

Route: Eldamain Road
Section:
County: Kendall
Job No.: R-93-011-13
Owner: Kendall County Forest Preserve
District
Parcel No.: 0001
Station: TE-1 – 92+50.00 to 96+04.13
TE-2 – 443+66.00 to 444+10.00
Purpose: TE-1 – Grading
TE-2 – Entrance Construction

TE-1

That part of the Southeast Quarter of Section 25, Township 37 North, Range 6 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at a found iron rod at the southeast corner of said Section 25 per Monument Record 200900016871; thence on an assumed bearing of North 01 degree 15 minutes 34 seconds West, 35.21 feet along the east line of said Southeast Quarter to the southwest corner of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian; thence North 00 degrees 51 minutes 12 seconds West, 1,044.83 feet along said east line; thence South 87 degrees 25 minutes 23 seconds West, 30.01 feet; thence North 41 degrees 00 minutes 22 seconds West, 98.77 feet to the Point of Beginning; thence North 89 degrees 22 minutes 58 seconds West, 354.77 feet; thence North 02 degrees 48 minutes 49 seconds West, 1.57 feet to the southerly line of Schaefer Road; thence North 86 degrees 59 minutes 56 seconds East, 54.36 feet along said southerly line; thence South 89 degrees 22 minutes 58 seconds East, 296.17 feet; thence South 41 degrees 00 minutes 22 seconds East, 6.69 feet to the Point of Beginning.

Said parcel contains 0.038 acre, more or less.

TE-2

That part of the Southeast Quarter of Section 25, Township 37 North, Range 6 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at a found iron rod at the southeast corner of said Section 25 per Monument Record 200900016871; thence on an assumed bearing of North 01 degree 15 minutes 34 seconds West, 35.21 feet along the east line of said Southeast Quarter to the southwest corner of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian; thence North 00 degrees 51 minutes 12 seconds West, 610.64 feet along said east line; thence South 87 degrees 25 minutes 23 seconds West, 30.01 feet to the westerly line of Eldamain Road and to the Point of Beginning; thence continuing South 87 degrees 25 minutes 23 seconds West, 17.87 feet; thence North 02 degrees 34 minutes 37 seconds West, 44.00 feet; thence North 87 degrees 25 minutes 23 seconds East, 19.19 feet to said westerly line; thence North 00 degrees 51 minutes 12 seconds West, 44.02 feet along said westerly line to the Point of Beginning.

Said parcel contains 0.019 acre, more or less.

EXHIBIT B

PARCEL DESCRIPTION

Route: Eldamain Road
Section:
County: Kendall
Job No.: R-93-011-13
Owner: The County of Kendall, a
Body Politic of the State
of Illinois
Parcel No.: 0002A
Station: 398+06.42 to 404+28.56

That part of Section 31, Township 37 North, Range 7 East and that part of the East Half of Section 36, Township 37 North, Range 6 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at a found iron rod at the northeast corner of the Southeast Quarter of said Section 36 per Monument Record 200900016878; thence on an assumed bearing of South 01 degree 09 minutes 37 seconds East, 1,115.72 feet along the east line of said Southeast Quarter to the Point of Beginning; thence northeasterly, 494.53 feet along a curve to the left having a radius of 1,715.00 feet, the chord of said curve bears North 18 degrees 44 minutes 45 seconds East, 492.81 feet; thence South 08 degrees 24 minutes 08 seconds East, 579.42 feet along an easterly line of tract described in Document No. 200700029594 to the southeast corner thereof; thence South 81 degrees 35 minutes 52 seconds West, 300.00 feet along the south line of said tract to the southwest corner thereof; thence North 08 degrees 24 minutes 17 seconds West, 42.90 feet along the west line of said tract; thence northeasterly, 123.51 feet along a curve to the left having a radius of 1,715.00 feet, the chord of said curve bears North 29 degrees 04 minutes 11 seconds East, 123.49 feet to the Point of Beginning.

Said parcel contains 1.881 acres, more or less.

EXHIBIT C

Owner	Kendall County Forest Preserve District
Address	4845 Eldamain Rd., Plano, IL
Route	Eldamain Road
County	Kendall
Job No.	R-93-011-13
Parcel No.	0001-A & B
P.I.N. No.	01-25-400-003, 01-36-200- 022, 01-36-200-023
Section	05-00086-02-LA
Station	447+99.10 to 449+32.66 (A)
Station	424+48.01 to 428+40.10 (B)

WARRANTY DEED **(Government Entity) (Non-Freeway)**

Kendall County Forest Preserve District, a government entity organized and existing under and by virtue the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, for and in consideration of One and 00/100's Dollars (\$1.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 70 ILCS 805/6, grants, conveys, and warrants to the County of Kendall, a body politic and corporate, (Grantee), the following described real estate:

See attached legal descriptions

situated in the County of Kendall, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 19th day of July, 2016.

Kendall County Forest Preserve District
Name of Government Entity

By: _____
Signature

ATTEST:

Jeff Wehrli, President
Print Name and Title

By: _____
Signature

Elizabeth Flowers, Board Secretary
Print Name and Title

State of Illinois)
County of Kendall) ss

This instrument was acknowledged before me on July 19, 2016, by Jeff Wehrli, as President and Elizabeth Flowers, as Board Secretary of Kendall County Forest Preserve District, a government entity organized and existing under the laws of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

This instrument was prepared by:

Mark D. Mathewson
Mathewson Right of Way Company
30 N. LaSalle Street, Suite 2400
Chicago, IL 60602

Taxes and Grantee's Address:

Kendall County Highway Department
6780 Illinois 47
Yorkville, IL 60560

PARCEL DESCRIPTION

Route: Eldamain Road
Section:
County: Kendall
Job No.: R-93-011-13
Owner: Kendall County Forest Preserve
District
Parcel No.: 0001A
Station: 447+99.10 to 449+32.66

That part of the Southeast Quarter of Section 25, Township 37 North, Range 6 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at a found iron rod at the southeast corner of said Section 25 per Monument Record 200900016871; thence on an assumed bearing of North 01 degree 15 minutes 34 seconds West, 35.21 feet along the east line of said Southeast Quarter to the southwest corner of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian; thence North 00 degrees 51 minutes 12 seconds West, 1,177.55 feet along said east line to the centerline of Schaefer Road and to the Point of Beginning; thence South 86 degrees 57 minutes 58 seconds West, 395.52 feet along said centerline as monumented; thence South 03 degrees 02 minutes 02 seconds East, 30.39 feet; thence South 89 degrees 22 minutes 58 seconds East, 296.17 feet; thence South 41 degrees 00 minutes 22 seconds East, 105.46 feet to the westerly line of Eldamain Road; thence North 87 degrees 25 minutes 23 seconds East, 30.01 feet to said east line of the Southeast Quarter; thence North 00 degrees 51 minutes 12 seconds West, 132.72 feet along said east line to the Point of Beginning.

Said parcel contains 0.504 acre, more or less, of which 0.347 acre, more or less, has been previously dedicated or used for highway purposes.

PARCEL DESCRIPTION

Route: Eldamain Road
Section:
County: Kendall
Job No.: R-93-011-13
Owner: Kendall County Forest
Preserve District
Parcel No.: 0001B
Station: 424+48.01 to 428+40.10

That part of the Northeast Quarter of Section 36, Township 37 North, Range 6 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at a found iron rod at the northeast corner of said Section 36 per Monument Record 200900016871; thence on an assumed bearing of South 01 degree 04 minutes 12 seconds East, 976.63 feet along the east line of said Northeast Quarter to the centerline of River Road and to the Point of Beginning; thence South 74 degrees 24 minutes 30 seconds West, 1,314.98 feet (1,315.05 feet) along said centerline as monumented; thence North 01 degree 45 minutes 49 seconds West, 51.33 feet along the grantor's westerly property line; thence North 73 degrees 14 minutes 27 seconds East, 105.84 feet; thence North 65 degrees 32 minutes 27 seconds East, 105.24 feet; thence North 72 degrees 15 minutes 44 seconds East, 295.68 feet; thence North 73 degrees 52 minutes 48 seconds East, 302.06 feet; thence North 75 degrees 43 minutes 45 seconds East, 242.54 feet; thence North 77 degrees 32 minutes 47 seconds East, 203.53 feet; thence North 38 degrees 43 minutes 34 seconds East, 57.87 feet to the westerly line of Eldamain Road; thence North 88 degrees 55 minutes 48 seconds East, 27.45 feet to said east line of the Northeast Quarter; thence South 01 degree 04 minutes 12 seconds East, 95.29 feet along said east line to the Point of Beginning.

Said parcel contains 2.227 acres, more or less, of which 0.827 acre, more or less, has been previously dedicated or used for highway purposes.

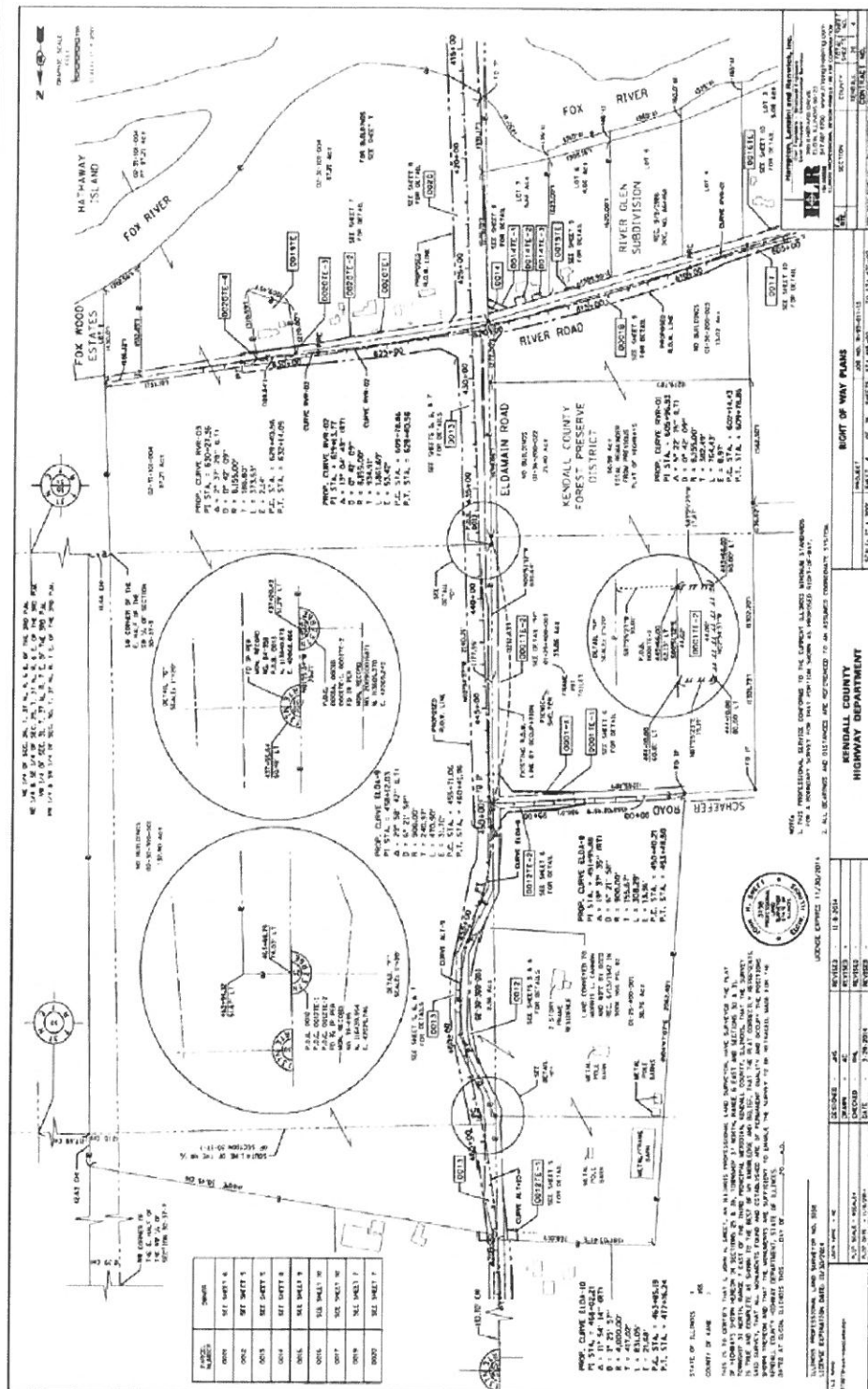
EXHIBIT D



EXHIBIT E

Owner	Kendall County Forest Preserve District
Address	4845 Eldamain Rd., Plano, IL
Route	Eldamain Road
County	Kendall
Job No.	R-93-011-13
Parcel No.	0001TE-1 & TE-2
P.I.N. No.	01-25-400-003, 01-36-200- 022, 01-36-200-023
Section	05-00086-02-LA
Station	92+50.00 to 96+04.13 (1)
Station	443+66.00 to 444+10.00 (2)

TEMPORARY CONSTRUCTION EASEMENT **(Government Entity)**

Kendall County Forest Preserve District, a government entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of One and 00/100's Dollars (\$1.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 70 ILCS 805/6 hereby represents that Grantor owns the fee simple title to and grants and conveys to the County of Kendall, a body politic and corporate (Grantee), a temporary construction easement for the purpose of grading and entrance construction and other highway purposes, on, over, and through the following described real estate:

See attached legal descriptions

situated in the County of Kendall, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 19th day of July, 2016.

Kendall County Forest Preserve District
Name of Government Entity

By: _____
Signature

ATTEST:

Jeff Wehrli, President
Print Name and Title

By: _____
Signature

Elizabeth Flowers, Board Secretary
Print Name and Title

State of Illinois)
County of Kendall) ss
)

This instrument was acknowledged before me on _____, 2016, by Jeff Wehrli, as President and Elizabeth Flowers, as Board Secretary of Kendall County Forest Preserve District.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by:

Mark D. Mathewson
Mathewson Right of Way Company
30 N. LaSalle Street, Suite 2400
Chicago, IL 60602

TEMPORARY EASEMENT
DESCRIPTION

Route: Eldamain Road
Section:
County: Kendall
Job No.: R-93-011-13
Owner: Kendall County Forest Preserve
District
Parcel No.: 0001
Station: TE-1 – 92+50.00 to 96+04.13
TE-2 – 443+66.00 to 444+10.00
Purpose: TE-1 – Grading
TE-2 – Entrance Construction

TE-1

That part of the Southeast Quarter of Section 25, Township 37 North, Range 6 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at a found iron rod at the southeast corner of said Section 25 per Monument Record 200900016871; thence on an assumed bearing of North 01 degree 15 minutes 34 seconds West, 35.21 feet along the east line of said Southeast Quarter to the southwest corner of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian; thence North 00 degrees 51 minutes 12 seconds West, 1,044.83 feet along said east line; thence South 87 degrees 25 minutes 23 seconds West, 30.01 feet; thence North 41 degrees 00 minutes 22 seconds West, 98.77 feet to the Point of Beginning; thence North 89 degrees 22 minutes 58 seconds West, 354.77 feet; thence North 02 degrees 48 minutes 49 seconds West, 1.57 feet to the southerly line of Schaefer Road; thence North 86 degrees 59 minutes 56 seconds East, 54.36 feet along said southerly line; thence South 89 degrees 22 minutes 58 seconds East, 296.17 feet; thence South 41 degrees 00 minutes 22 seconds East, 6.69 feet to the Point of Beginning.

Said parcel contains 0.038 acre, more or less.

TE-2

That part of the Southeast Quarter of Section 25, Township 37 North, Range 6 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at a found iron rod at the southeast corner of said Section 25 per Monument Record 200900016871; thence on an assumed bearing of North 01 degree 15 minutes 34 seconds West, 35.21 feet along the east line of said Southeast Quarter to the southwest corner of Section 30, Township 37 North, Range 7 East of the Third Principal Meridian; thence North 00 degrees 51 minutes 12 seconds West, 610.64 feet along said east line; thence South 87 degrees 25 minutes 23 seconds West, 30.01 feet to the westerly line of Eldamain Road and to the Point of Beginning; thence continuing South 87 degrees 25 minutes 23 seconds West, 17.87 feet; thence North 02 degrees 34 minutes 37 seconds West, 44.00 feet; thence North 87 degrees 25 minutes 23 seconds East, 19.19 feet to said westerly line; thence North 00 degrees 51 minutes 12 seconds West, 44.02 feet along said westerly line to the Point of Beginning.

Said parcel contains 0.019 acre, more or less.

EXHIBIT F

Owner	The County of Kendall, a Body Politic of the State of Illinois
Address	East side of Eldamain Road, approximately 900 feet South of Fox River, Kendall County, Illinois
Route	Eldamain Road
County	Kendall
Job No.	R-93-011-13
Parcel No.	0002A
P.I.N. No.	02-31-300-013 (Part)
Section	05-00086-02-LA
Station	398+06.42 to 404+28.56

WARRANTY DEED

The County of Kendall, a Body Politic of the State of Illinois, a governmental entity organized and existing under the laws of Illinois and duly authorized to do business in Illinois, (Grantor), for and in consideration of the sum of One and 00/100's Dollars (\$1.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 55 ILCS 5/5-1005.2, grants, conveys, and warrants to the Kendall County Forest Preserve District, a government entity, (Grantee), the following described real estate in Kendall County, Illinois:

See attached legal description

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 19th day of July, 2016.

The County of Kendall, a Body Politic of
the State of Illinois

Name of Governmental Entity

By: _____
Signature

ATTEST:

By: _____
Signature

Print Name and Title

Print Name and Title

State of Illinois)
County of Kendall) ss

This instrument was acknowledged before me on _____, 2016, by

_____, as _____
and _____, as _____
of _____ of The County of Kendall, a Body Politic of the State of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

This instrument was prepared by and after
recording, mail this instrument and future tax
bills to:

Kendall County Highway Department
6780 Illinois 47
Yorkville, IL 60560

PARCEL DESCRIPTION

Route: Eldamain Road
Section:
County: Kendall
Job No.: R-93-011-13
Owner: The County of Kendall, a Body
Politie of the State of Illinois
Parcel No.: 0002A
Station: 398+06.42 to 404+28.56

That part of Section 31, Township 37 North, Range 7 East and that part of the East Half of Section 36, Township 37 North, Range 6 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at a found iron rod at the northeast corner of the Southeast Quarter of said Section 36 per Monument Record 200900016878; thence on an assumed bearing of South 01 degree 09 minutes 37 seconds East, 1,115.72 feet along the east line of said Southeast Quarter to the Point of Beginning; thence northeasterly, 494.53 feet along a curve to the left having a radius of 1,715.00 feet, the chord of said curve bears North 18 degrees 44 minutes 45 seconds East, 492.81 feet; thence South 08 degrees 24 minutes 08 seconds East, 579.42 feet along an easterly line of tract described in Document No. 200700029594 to the southeast corner thereof; thence South 81 degrees 35 minutes 52 seconds West, 300.00 feet along the south line of said tract to the southwest corner thereof; thence North 08 degrees 24 minutes 17 seconds West, 42.90 feet along the west line of said tract; thence northeasterly, 123.51 feet along a curve to the left having a radius of 1,715.00 feet, the chord of said curve bears North 29 degrees 04 minutes 11 seconds East, 123.49 feet to the Point of Beginning.

Said parcel contains 1.881 acres, more or less.

EXHIBIT G

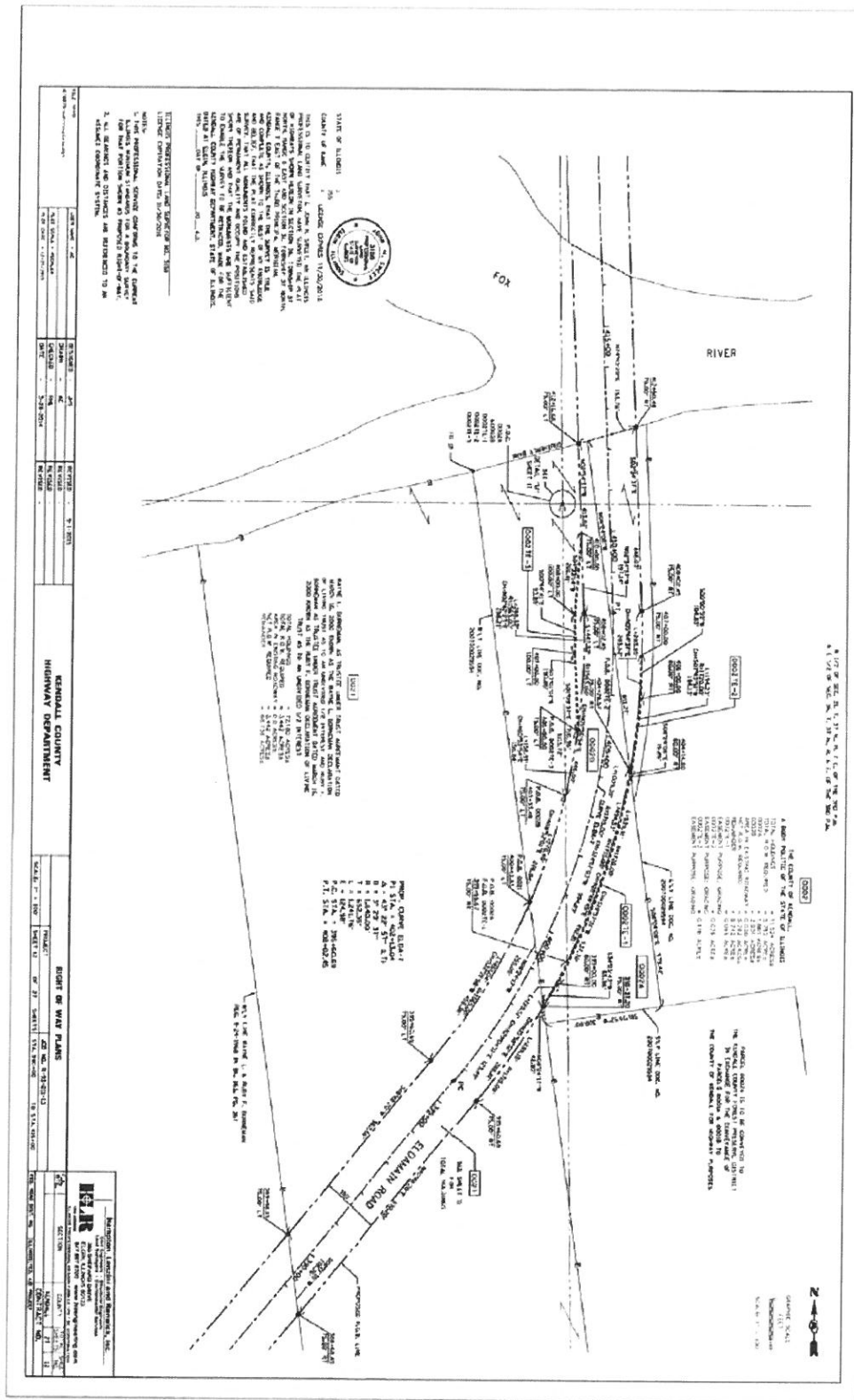


EXHIBIT H

Owner	Kendall County Forest Preserve District
Address	East side of Eldamain Road, approximately 900 feet South of Fox River, Kendall County, Illinois
Route	Eldamain Road
County	Kendall
Job No.	R-93-011-13
Parcel No.	0002TE-1
P.I.N. No.	02-31-300-013
Section	05-00086-02-LA
Station	398+37.20 to 404+28.56

TEMPORARY CONSTRUCTION EASEMENT **(Government Entity)**

Kendall County Forest Preserve District, a government entity organized and existing under and by virtue the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of the sum of One and 00/100's Dollars (\$1.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 70 ILCS 805/6 hereby represents that Grantor owns the fee simple title to and grants and conveys to the County of Kendall, a Body Politic and Corporate, (Grantee), a temporary construction easement for the purpose of grading and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Kendall, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises in the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 19th day of July, 2016.

Kendall County Forest Preserve District
Name of Government Entity

By: _____
Signature

Jeff Wehrli, President
Print Name and Title

ATTEST:

By: _____
Signature

Elizabeth Flowers, Board Secretary
Print Name and Title

State of Illinois)
County of Kendall) ss
)

This instrument was acknowledged before me on _____, 2016, by Jeff Wehrli, as President and Elizabeth Flowers, as Board Secretary of Kendall County Forest Preserve District.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by:

Mark D. Mathewson
Mathewson Right of Way Company
30 N. LaSalle Street, Suite 2400
Chicago, IL 60602

TEMPORARY EASEMENT
DESCRIPTION

Route: Eldamain Road
Section:
County: Kendall
Job No.: R-93-011-13
Owner: County of Kendall, a Body
Politie of the State of Illinois
Parcel No.: 0002
Station: TE-1 – 398+37.20 to 404+28.56
Purpose: TE-1 – Grading

TE-1

That part of the Southwest Quarter of Section 31, Township 37 North, Range 7 East and the Southeast Quarter of Section 36, Township 37 North, Range 6 East of the Third Principal Meridian in Kendall County, Illinois, described as follows:

Commencing at a found iron rod at the northwest corner of said Southwest Quarter of Section 31 per Monument Record 200900016878; thence on an assumed bearing of South 01 degree 09 minutes 37 seconds East, 1,115.72 feet along the west line of said Southwest Quarter to the Point of Beginning; thence northeasterly, 494.53 feet along a curve to the left having a radius of 1,715.00 feet, the chord of said curve bears North 18 degrees 44 minutes 45 seconds East, 492.81 feet; thence South 08 degrees 24 minutes 08 seconds East, 15.26 feet; thence southwesterly, 539.91 feet along a curve to the right having a radius of 1,720.00 feet, the chord of said curve bears South 19 degrees 57 minutes 31 seconds West, 537.70 feet; thence South 34 degrees 23 minutes 43 seconds West, 65.96 feet; thence northeasterly, 123.51 feet along a curve to the left having a radius of 1,715.00 feet, the chord of said curve bears North 29 degrees 04 minutes 11 seconds East, 123.49 feet to the Point of Beginning.

Said parcel contains 0.066 acre, more or less.