To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Executive Director

RE: May 2018 Director's Report

Date: June 13, 2018

MEETINGS, EVENTS AND PROGRAMS

| May 5 May 8 May 10 May 10 May 11 May 14 May 15 May 17 May 21 May 22 May 23 May 23 May 24 May 27 June 1 | Pickerill-Pigott Open House and Tour Pickerill-Pigott Estate House Building Code Inspection Plants of Concern Monitoring – Millbrook South Forest Foundation of Kendall County Board of Trustees Meeting Plants of Concern Monitoring – Millbrook North Little Rock Creek Forest Preserve Tour – The Conservation Foundation Fox River Bluffs Forest Preserve Inspection & ICECF Grant Photos Hoover Nature Play Space – Stakeholder's Committee Meeting KC Historic Structures Committee Meeting Upland Design Master Plan and Nature Play Space Meeting Hoover Lift Station Repair and Inspection – Xylem, Inc. Meadowhawk Lodge Parking Lights Site Meeting – Riemenschneider Elec. Pickerill-Pigott Forest Preserve – Initial Trail Clearing and Marking Forest Foundation Native-Plant Sale |
|--|--|
| June 1 | Ellis House and Equestrian Center – Family Activities Open House |
| SAVE THE DATE | KCFPD Volunteer Appreciation Picnic Thursday, June 21 at Hoover Forest Preserve from 5-7 pm |

PRIORITY PROJECT UPDATES

Commission Meeting Updates

The July 3, 2018 Commission Meeting has been cancelled. A Special Call meeting will be held prior to the July Committee of the Whole meeting to approve claims and other pressing items of business.

Millbrook Bridge Permitting

The IDNR has completed the public comment period for the incidental take permit, with no comments submitted. The permit will be received in July. Acquisition of the Little Rock Creek Forest Preserve satisfied the incidental take permit mitigation requirement.

The Kendall County Historic Structures Committee requested and was granted a 60-day extension to review and provide comment on the Section 106 report by the Army Corps of Engineers.

The phase II and phase III proposal submitted by HLR Engineering, Inc. will be presented for Commission approval in July or August in order to provide sufficient time for the development of the project bid specifications prior to letting in late winter 2019.

Grant Project Updates

The OSLAD-LWCF final billing statement was submitted the week of May 14.

The following grants have been awarded to the District:

Hoover Core Prairie and Oak Woodlands Bluffs Restoration Project

ICECF Community Stewardship Restoration Challenge Grant \$ 21,000

UPDATE: The District is working with KC-GIS to map out the extent of invasive honeysuckle in the preserve to support the development of project specifications.

Preserve Access Improvements

ICECF Amenities and Events (Fox River Bluffs – FFKC) \$ 5,500 ICECF Amenities and Events (Little Rock Creek – TCF) \$ 5,500

Hoover Nature Play Space - Phase II Projects

ICECF Amenities and Events (Hoover Nature Play Space - FFKC) \$ 5,500

Notification Pending

IDNR-Regional Trails Program

Fox River Bluffs Trail Loop and Spur (KCFPD)

\$177,100

Hoover Core Prairie and Oak Woodlands Bluffs Restoration Project

ComEd-Openlands Green Region (KCFPD) \$ 10,000

Funds not Awarded

Hoover Nature Play Space - Phase II Projects

Illinois American Water – Hoover Nature Play Space (KCFPD) \$ 10,000

UPDATES: Phase II projects are currently under IDPH review. The quote received for the purchase of the water control devices is \$9,103.

Personnel Updates

All summer camp, grounds and natural resources part-time and seasonal staff have been hired:

Johna Pishko Henneberry Grounds Maintenance Seasonal

Tyler Vessel Ellis Grounds Maintenance Seasonal Eden Braun Ellis Grounds Maintenance Seasonal

Stephen Smith Part-time Grounds Maintenance
Devin Laible Equestrian Program Instructor

All nature summer camp staff members have served as instructors in prior years.

Stephanie Wiencke has accepted an offer for promotion to Natural Beginnings Program Manager. The District is completing an internal search for filling a lead instructor position, and following placement, will begin the process for filling an anticipated aide position opening.

Electrical Work at Hoover Forest Preserve

Riemenschneider Electric will be submitting a proposal for purchase and installation of 2 LED replacement lighting fixtures. The Operations Committee also directed staff to research and secure quotes for a new solar light fixture model. Extending electricity to the two new fixtures will require contracted support for trenching across the permeable paver drive, and completing repairs following installation of new conduit. District staff will be examining feasibility and costs for completing this work.

Hoover Lift Station Repairs

The District will receive a follow-up proposal from Xylem, Inc. for additional repairs needed following their inspection. A new section of conduit is needed in order to install two of the four pump actuators. Completion will require a private utility locate, excavation and new conduit line installation. Both pumps are currently operable under manual control only.

Hoover Forest Preserve Rail Crossing Improvements

OmniTRAX attorneys have submitted a petition to the ICC requesting an extension of the timeline to complete the rail crossing improvements to September 28, 2019 citing the need for additional time to secure easements for the installation of the ComEd transformer, service line, and meter to power the crossing gates. ComEd and Illinois Railway have ordered surveys to complete legal descriptions for the new easements. This information was passed on to Kahtleen Field Orr, Attorney for the City of Yorkville who will respond to the request. OmniTRAX has also reached out to the City of Yorkville to begin negotiations of a crossing agreement.

Pickerill-Pigott Master Plan Updates

The District's master planning public survey is currently underway, with 87 total responses received online and following the open house tour. A Facebook post boost is currently underway centered on Kendall County communities, and increasing the number of survey respondents. Those in attendance at the tour expressed appreciation for the District's preserve holdings, and interest in the efforts to open the preserve to the public.

The survey will continue to be promoted through the end of June, with a summary report on responses presented to Commission in June as part of the presentation of the updated concept plans and to receive final directions.

Plants of Concern Monitoring

District staff and natural area volunteers completed spring ephemeral wildflower monitoring this spring. New plants of concern populations have been documented in two additional forest preserve areas. The contracted floristic quality inventory is underway for Henneberry Forest Preserve, Reservation Woods tracts, and a follow-up study of Maramech Forest Preserve

Henneberry Restoration Project

The credited pre-planted perennial stock will be inventoried for post-planting emergence in order to calculate the contractor's credit beginning next week. The ReGreen cover crop failed to emerge, with high mortality of the planted perennial stock observed. Planted trees and shrubs are doing well.

Respectfully submitted,

David Guritz, Director

Kim Olson, Superintendent Report

May 2018

Kim Olson, Patrick Higgins and Ron Smrz - Maintain all KCFPD properties.

Jay Teckenbrock and PT staffers- Maintain Hoover

INCIDENT REPORTS:

- HOOVER- I continue to report that the vehicular speeding through Hoover continues to be a serious challenge. Hoover is heavily used every day for multi-purpose recreation day in and day out. The traffic that ensues from the baseball field usage is contributing to this the most. With every game brings a new team, with all new guests, possibly visiting for the first time and therefore not familiar with the rules and they do not obey the speed limit signs. Jay and staff will continue to put extra time into monitoring and recording activities throughout the base ball seasonal usage.
- HOOVER-Trash discarded on the grounds from the snacks and beverages of all the above mentioned baseball activities creates additional time and energy for the entire Hoover staff to keep up with.

PATRICK HIGGINS AND RON SMRZ

- Craig, Ron and Patrick continued restoration/invasive removal at Harris.
- It is gravel hauling and maintenance time of year as well as mulching where needed.
- Ron and Patrick repaired a foot bridge at Young Forest Preserve.
- The Latrines were pumped and this requires 50 gallons of water to be replaced per unit, a full day task with 55 gallon barrels and siphoning hoses at all preserves to the Latrines.
- Mowing and weed control are up and running, with the excessive rain comes excessive growth.
- Roadside/ditch clearing of garbage is a constant.
- Continuous clearing of trees from across trails is a constant.
- Maintenance of equipment is a constant.
- We are maintaining the basics to keep the Preserves clean and safe.

KIM OLSON

- With Summer comes longer days as the Sun sets later and later, causing guests to over stay past closing, and I communicate with Ken Com quite often regarding after hours procedures, towing ,etc.
- I have been closing/opening as needed, mostly on weekends.

- With the growth of the Forest Preserve properties and the various forms of rental options/venues/amenities now offered by the Kendall County Forest Preserve District, come more infrastructures and more supervision!
- I collect all water samples for testing with the State of Illinois.
- I alternate my time in the office and in the field as needed on a daily basis. I go
 wherever I am needed, whenever it is needed and do whatever is needed to keep the
 Preserves running efficiently.
- Never ending re-structuring and juggling the scheduling of all the various duties needed to keep things running.

HOOVER: Jay Teckenbrock

- May 2018 has set an all time rain record resulting in the past month being busy 1-2
 months ahead already with the growing season. Much of our time is in keeping up
 with the mowing and weed whacking around all buildings and public spaces as well as
 weed whacking trail edges back from plant life already encroaching onto the paths
 which normally occurs beginning in July.
- We have mowed the prairie trails and additional ball field parking also.
- We continued hauling gravel to the lift station and ball field loop roads, and I have begun to grade them out with the grader blade on tractor.
- We have measured and prepared for material pricing for work on primitive cabins.
- We have had the steady volume of reservations and the cleanup from, and tending to events.
- The service to lift station and alarm systems has begun and contractors are waiting for parts to continue repairs.
- Artlip has completed coil replacements on the 2 heat pump units that were leaking.
- We have had a considerable amount of extra time into dealing with late nights, and cleaning up after the ball field group events.
- I continued work on the lift station road, ball field loop, and lagoon road as materials, and time allowed.
- We removed several more dead trees near buildings, campsites, and trails, and had a few days after winds of checking and clearing trails.

ROUTINE DUTIES-FULL AND PART TIME STAFF

The full time staff is responsible for ALL maintenance required to successfully run the Kendall County Forest Preserve District properties. This includes but is not limited to the following: Opening/closing, electrical, plumbing, carpentry, equipment operation, mechanical / equipment repairs, painting, herbicide application, prescribed burns, logging records of all restoration/herbicide efforts, tree removal, demolition/building of structures, snow removal, testing of water supplies, cleaning of all buildings, Forest/Prairie restoration, road, parking lots and trail maintenance, education, various ordering and picking up of all supplies, and mowing.

Facility Revenue - Summary Report Receipt Dates: 4/30/2018 - 5/31/2018

Facility Category Forest Preserve

| Facility | Room | Use Type | Revenue | Refund | Total |
|---------------------------|------------------|-----------------------|----------|--------|----------|
| Hoover Forest Preserve | Blazing Star | Family Reunion | \$440.00 | | \$440.00 |
| Hoover Forest Preserve | Blazing Star | Retreat | \$490.00 | | \$490.00 |
| Hoover Forest Preserve | Kingfisher | Family Outing | \$850.00 | | \$850.00 |
| Hoover Forest Preserve | Kingfisher | Retreat | \$185.00 | | \$185.00 |
| Hoover Forest Preserve | Moonseed | Family Reunion | \$440.00 | | \$440.00 |
| Hoover Forest Preserve | Group Campsite A | Other | \$260.00 | | \$260.00 |
| Hoover Forest Preserve | Group Campsite B | Scout Outing | \$105.00 | | \$105.00 |
| Hoover Forest Preserve | Group Campsite C | Scout Outing | \$210.00 | | \$210.00 |
| Hoover Forest Preserve | Meadowhawk Lodge | Anniversary Party | \$375.00 | | \$375.00 |
| Hoover Forest Preserve | Meadowhawk Lodge | Birthday Party | \$285.00 | | \$285.00 |
| Hoover Forest Preserve | Meadowhawk Lodge | Bridal Shower | \$255.00 | | \$255.00 |
| Harris Forest Preserve | Shelter 1 | Graduation Open House | \$50.00 | | \$50.00 |
| Harris Forest Preserve | Shelter 1 | Scout Outing | \$250.00 | | \$250.00 |
| Harris Forest Preserve | Shelter 2 | Family Outing | \$50.00 | | \$50.00 |
| Harris Forest Preserve | Shelter 2 | Family Reunion | \$50.00 | | \$50.00 |
| Harris Forest Preserve | Shelter 2 | Scout Outing | \$50.00 | | \$50.00 |
| Jay Woods Forest Preserve | Jay Woods | Other | \$50.00 | | \$50.00 |

| 00.000 | \$4,395.00 | \$4,395.00 |
|--------|----------------------------|--------------------|
| 0000 | \$4,395.00 | \$4,395.00 |
| | Totals For Forest Preserve | Room Rental Totals |

Facility Revenue - Summary Report Receipt Dates: 4/30/2018 - 5/31/2018

| Package | Revenue | Refund | Total |
|--|------------|--------|------------|
| Shelter 1 & 4 - Harris Forest Preserve | \$150.00 | | \$150.00 |
| Package Rental Totals | \$150.00 | | \$150.00 |
| Grand Totals | \$4,545.00 | \$0.00 | \$4,545.00 |

Course Revenue - Summary Report Spring 2018

Environmental Education

Public Programs

| Course# | Course Title | Revenue | Actual Enroll | Max Enroll | % Full | Revenue Not Realized |
|---------|---|----------|------------------|------------|--------|-------------------------|
| 1 | Making Maple Magic | \$427.00 | 61 | 61 | 100% | \$0.00 |
| 10 | Safai Saturdays | \$0.00 | 0 | 16 | 0% | \$80.00 |
| 11 | Toddling Naturalist: Gardening | \$15.00 | 5 | 16 | 31% | \$55.00 |
| 12 | Babes in the Woods: Gardening | \$35.00 | 7 | 16 | 44% | \$45.00 |
| 4 | Toddling Naturalist: Wonderful Worms | \$0.00 | 0 | 16 | 0% | \$80.00 |
| 5 | Babes in the Woods: Spunky Skunks | \$25.00 | 5 | 16 | 31% | \$55.00 |
| 6 | Women in the Wild | \$10.00 | 2 | 16 | 13% | \$70.00 |
| 7 | Toddling Naturalist: Spring Wildflowers | \$10.00 | 2 | 16 | 13% | \$70.00 |
| 8 | Babes in the Woods: Spring Wildflowers | \$40.00 | 8 | 16 | 50% | \$40.00 |
| 9 | Eco Art for Kids | \$15.00 | 3 | 16 | 19% | \$65.00 |
| | Totals For Public Programs | \$577.00 | 93 | 205 | 45% | \$560.00 |

Summer Camp

| Course# | Course Title | Revenue | Actual Enroll | Max Enroll | % Full | Revenue Not Realized |
|---------|------------------------------------|------------|------------------|------------|--------|-------------------------|
| 2 | Amazing Animals | \$800.00 | 10 | 16 | 63% | \$480.00 |
| 3 | Full STEAM Ahead! | \$0.00 | 0 | 16 | 0% | \$1,280.00 |
| | Totals For Summer Camp | \$800.00 | 10 | 32 | 31% | \$1,760.00 |
| | Totals For Environmental Education | \$1,377.00 | 103 | 237 | 43% | \$2,320.00 |
| | Grand Totals | \$1,377.00 | 103 | 237 | 43% | \$2,320.00 |

Environmental Education

Public Programs

| Course# | Course Title | Revenue | Actual Enroll | Max Enroll | % Full | Revenue Not Realized |
|---------|--|---------|------------------|------------|--------|-------------------------|
| 34 | Eco Art - Fairy Explorations | \$0.00 | 0 | 16 | 0% | \$80.00 |
| 35 | Women in the Wild | \$0.00 | 0 | 16 | 0% | \$80.00 |
| 36 | Toddling Naturalist: Fun at the Pond | \$0.00 | 0 | 16 | 0% | \$80.00 |
| 37 | Babes in the Woods: Fun at the Pond | \$0.00 | 0 | 16 | 0% | \$80.00 |
| 38 | Mud Day Celebration | \$0.00 | 0 | 25 | 0% | \$125.00 |
| 39 | Toddling Naturalist: Beautiful Butterflies | \$0.00 | 0 | 16 | 0% | \$80.00 |
| 40 | Babes in the Woods: Incredible Insects | \$0.00 | 0 | 16 | 0% | \$80.00 |
| 41 | Eco Art - Wonderful Water | \$0.00 | 0 | 16 | 0% | \$80.00 |
| 42 | Fairy Garden Fun | \$0.00 | 0 | 20 | 0% | \$200.00 |
| 43 | Toddling Naturalist: Creek Walk | \$0.00 | 0 | 16 | 0% | \$80.00 |
| 44 | Babes in the Woods: Creek Walk | \$0.00 | 0 | 16 | 0% | \$80.00 |
| | Totals For Public Programs | \$0.00 | 0 | 189 | 0% | \$1,045.00 |

Summer Camp

| Course# | Course Title | Revenue | Actual Enroll | Max Enroll | % Full | Revenue Not Realized |
|---------|---|-------------|------------------|------------|--------|-------------------------|
| 1 | Habitat Hunters | \$1,480.00 | 8 | 16 | 50% | \$1,480.00 |
| 10 | Nature Quest | \$2,250.00 | 15 | 16 | 94% | \$150.00 |
| 11 | Habitat Hunters | \$740.00 | 4 | 16 | 25% | \$2,220.00 |
| 12 | Fantastic Five - Exploring our Sensational Senses | \$1,040.00 | 8 | 16 | 50% | \$1,040.00 |
| 13 | Let's Wing It! | \$650.00 | 5 | 16 | 31% | \$1,430.00 |
| 14 | Stealth and Survival | \$370.00 | 2 | 16 | 13% | \$2,590.00 |
| 15 | Imagine, Invent, Inspire | \$370.00 | 2 | 16 | 13% | \$2,590.00 |
| 16 | Fairy House and Gnome Homes | \$650.00 | 5 | 16 | 31% | \$1,430.00 |
| 17 | Bug Buddies | \$490.00 | 14 | 16 | 88% | \$70.00 |
| 18 | Magic School Bus Rides Again | \$740.00 | . 4 | 16 | 25% | \$2,220.00 |
| 19 | Adventure Road | \$370.00 | 2 | 10 | 20% | \$1,480.00 |
| 2 | Magic School Bus Rides Again | \$1,295.00 | 7 | 16 | 44% | \$1,665.00 |
| 20 | Have Paddle, Will Travel | \$0.00 | 0 | 16 | 0% | \$3,200.00 |
| 3 | Fantastic Five - Exploring our Sensational Senses | \$1,430.00 | 11 | 16 | 69% | \$650.00 |
| 4 | Adventures with Peter Rabbit | \$490.00 | 14 | 16 | 88% | \$70.00 |
| 5 | Fairy House and Gnome Homes | \$910.00 | 7 | 16 | 44% | \$1,170.00 |
| 6 | Let's Wing It | \$910.00 | 7 | 16 | 44% | \$1,170.00 |
| 7 | Nature Quest | \$900.00 | 6 | 16 | 38% | \$1,500.00 |
| 8 | Imagine, Invent, Inspire | \$555.00 | 3 | 16 | 19% | \$2,405.00 |
| 9 | Stealth and Survival | \$925.00 | 5 | 16 | 31% | \$2,035.00 |
| | Totals For Summer Camp | \$16,565.00 | 129 | 314 | 41% | \$30,565.00 |
| | Totals For Environmental Education | \$16,565.00 | 129 | 503 | 26% | \$31,610.00 |
| | Grand Totals | \$16,565.00 | 129 | 503 | 26% | \$31,610.00 |

Ellis House

Summer Camp

| Course# | Course Title | Revenue | Actual Enroll | Max Enroll | % Full | Revenue Not Realized |
|---------|--------------------------------------|------------|------------------|------------|--------|-------------------------|
| 21 | Pony 1-Day - Parents & Tots | \$365.00 | 8 | 10 | 80% | \$90.00 |
| 22 | Pony 3 Day Camp- Ages 6-8 | \$1,030.00 | 5 | 6 | 83% | \$200.00 |
| 23 | Pony - 3-day Camp - Age 9-13 | \$630.00 | 3 | 6 | 50% | \$600.00 |
| 24 | Pony 1-Day - Parents and Tots | \$50.00 | 1 | 8 | 13% | \$315.00 |
| 25 | Pony 1-Day Camp | \$135.00 | 2 | 8 | 25% | \$390.00 |
| 26 | Pony 1-Day Camp for Parents and Tots | \$185.00 | 4 | 6 | 67% | \$90.00 |
| 27 | Pony 1-Day Camp | \$65.00 | 1 | 8 | 13% | \$455.00 |
| 28 | Pony 1-Day Camp | \$135.00 | 2 | 8 | 25% | \$390.00 |
| 29 | Pony 1-Day Camp | \$0.00 | 0 | 8 | 0% | \$520.00 |
| 30 | Pony 3-Day Camp | \$210.00 | 1 | 8 | 13% | \$1,400.00 |
| 31 | Pony 3-Day Camp | \$410.00 | 2 | 8 | 25% | \$1,200.00 |
| 32 | Pony 3-Day Camp | \$210.00 | 1 | 8 | 13% | \$1,400.00 |
| 33 | Pony 3-Day Camp | \$420.00 | 2 | 8 | 25% | \$1,200.00 |
| | Totals For Summer Camp | \$3,845.00 | 32 | 100 | 32% | \$8,250.00 |
| | Totals For Ellis House | \$3,845.00 | 32 | 100 | 32% | \$8,250.00 |
| | Grand Totals | \$3,845.00 | 32 | 100 | 32% | \$8,250.00 |

Receipt Dates: 3/30/2018 - 5/31/2018 Merchandise Revenue - Summary

o 6 Net Quantity Amount Refund 0 0 **Qty Refunded** \$1,058.00 \$326.00 \$1,384.00 Amount Sold თ ო Birthday Pony Party **Qty Sold** Birthday (Pony) Party - Non-County Birthday(Pony) Party - County Item Birthday Pony Party

\$326.00

\$1,058.00

Total

\$1,384.00

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| ltem | Qty Sold | Amount Sold | Qty Refunded | Amount Refund | Net Quantity | Total |
|--|---------------------|-------------|--------------|------------------|--------------|-----------|
| | | | | | | |
| CIIVII On Mental Education Credit Card Revenue | 13 | \$55.28 | 0 | | 13 | 85E 20 |
| | | | | | 2 | 400.20 |
| Hoover & Shelter Rentals Credit Card Revenue | 20 | \$132.74 | 0 | | 20 | £132 7A |
| | | | | | 07 | \$1.25.14 |
| | Credit Card Revenue | \$188 NO | | | | 00000 |
| | | 40.00.* | | | | \$188.02 |

Ellis - Credit Card Revenue

| Item | | Qty Sold | Amount Sold | Qty Refunded | Amount Refund | Net Quantity | Total |
|---------------------------|----------------|----------------|-------------|--------------|------------------|--------------|----------|
| Ellis Credit Card Revenue | | 41 | \$140.99 | 0 | | 41 | \$140 99 |
| | | | | | | | • |
| | Ellis - Credit | t Card Revenue | \$140.99 | | | | \$140.99 |

Ellis House

| ltem | Qty Sold | Amount Sold | Qty Refunded | Amount Refund | Net Quantity | Total |
|---|-------------|-------------|--------------|------------------|--------------|----------|
| Other Rentals (Showers, B'day Parties, etc) | | \$300.00 | 0 | | | \$300.00 |
| | | | | | | |
| | Ellis House | \$300.00 | | | | 00000 |

\$300.00

Firewood - Add-on

| Item | Qty Sold | Amount Sold | Qty Refunded | Amount Refund | Net Quantity | Total |
|--------------------|-------------------|-------------|--------------|------------------|--------------|---------|
| Firewood - Rentals | 2 | \$50.00 | 0 | | 2 | \$50.00 |
| | | | | | | |
| | Firewood - Add-on | \$50.00 | | | | \$50.00 |

Meadowhawk - Rentals

| Item | Qty Sold | Amount Sold | Qty Refunded | Amount Refund | Net Quantity | Total |
|-------------------------------------|----------|-------------|--------------|------------------|--------------|---------|
| Jeadowhawk - Additional Rental Hour | 2 | \$30.00 | 0 | | 2 | \$30.00 |



Merchandise Revenue - Summary

Receipt Dates: 3/30/2018 - 5/31/2018

| Meadowhawk - Rentals | | | | | | |
|--|----------------------|-------------|--------------|------------------|--------------|------------|
| ltem | Qty Sold | Amount Sold | Qty Refunded | Amount Refund | Net Quantity | Total |
| | Meadowhawk - Rentals | \$30.00 | | | | \$30.00 |
| Pony Club | | | | | | |
| Item | Qty Sold | Amount Sold | Qty Refunded | Amount | Net Quantity | Total |
| Pony Club (includes Field Trips, Scout Programs) | 16 | \$1,808.00 | 0 | | 16 | \$1,808.00 |
| | Pony Club | \$1,808.00 | | | | \$1,808.00 |
| Riding Lessons | | | | | | |
| Item | Qty Sold | Amount Sold | Qty Refunded | Amount Refund | Net Quantity | Total |
| Ellis - House Tenant Agreement | - | \$346.67 | 0 | | • | C346 67 |
| Horse Arena Rental - Non-County | - | \$40.00 | 0 | | - | \$40.00 |
| Riding - Beginner - Semi Private-Private - Non-Cty | 2 | \$392.00 | 0 | | 2 | \$392.00 |
| Riding - Beginner - Semi-Private - Non-County | 2 | \$70.00 | 0 | | 2 | \$70.00 |
| Riding - Beginner - Single - Non-County | | \$45.00 | 0 | | - | \$45.00 |
| Riding - Beginner-Semi Private - Single - County | - | \$70.00 | 0 | | - | \$70.00 |
| Riding - Lead Line - Package - County | 2 | \$255.00 | 0 | | 2 | \$255,00 |
| Riding - Lead Line - Single - County | - | \$20.00 | 0 | | - | \$20.00 |
| Riding - Lead Line - Single - Non-County | | \$25.00 | 0 | | - | \$25.00 |
| Riding - Lead Line- Package - Non-County | 10 | \$1,232.00 | 0 | | 10 | \$1,232.00 |
| Riding- Beginner - Package - County | 5 | \$800.00 | 0 | | 5 | \$800.00 |
| Riding- Beginner - Package - Non-County | 15 | \$2,673.00 | 0 | | 15 | \$2,673.00 |
| Sunrise Center Monthly Fee | | \$29.97 | 0 | | - | \$29.97 |
| I-Snirt Sell | 3 | \$80.00 | 0 | | 3 | \$80.00 |
| | Riding Lessons | \$6,078.64 | | | | \$6,078.64 |
| Security Deposit | | | | | | |
| Item | Qty Sold | Amount Sold | Qty Refunded | Amount | Net Quantity | Total |
| Weddings - Security Deposit | 2 | \$2,000.00 | - | (\$150.00) | - | \$1,850.00 |
| | Security Deposit | \$2,000.00 | | (\$150.00) | | \$1.850.00 |
| | | | | | | 00:000 |

Weddings

Merchandise Revenue - Summary Receipt Dates: 3/30/2018 - 5/31/2018

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|--|--------------|-------------|--------------|------------------|--------------|-------------|
| ltem | Qty Sold | Amount Sold | Qty Refunded | Amount Refund | Net Quantity | Total |
| Annual Caterering Fee | 3 | \$1,300.00 | 0 | | 3 | \$1,300.00 |
| Weddings | 4 | \$4,100.00 | 0 | | 4 | \$4,100.00 |
| | Weddings | \$5,400.00 | | | | \$5,400.00 |
| | Grand Totals | \$17,379.65 | | (\$150.00) | | \$17,229.65 |

olunteer Appreciation Pi

Evening of the Summer Solstice June 21st, 2018

5:00 pm to 7:00 pm

Hoover Forest Preserve

Lagles New Pavillon

Join us for our annual
Volunteer Appreciation Picnic at
Hoover Forest Preserve!

Klydse-consider bringing a dish to pass.

The District and Forest Foundation of Kendall County will serve prilled

entrees, heverages, plates & utensile



To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

Emily Dombrowski, Acting Director

RE: Pickerill-Pigott Estate House 1-Year Lease Agreement -

Resident and Grounds Maintenance Worker

Date: June 13, 2018

Based on previous Commission discussions, the market value of the residence benefit has been reduced based on Kendall Housing Authority voucher rates for 2018 for a studio apartment located in the 60560 Yorkville zip code plus estimated utility costs.

For electrical bill estimates, a 75% reduction factor was used based on the actual space allocated for housing. A calculations report and KHA backup report is included for review.

District grounds maintenance and seasonal staff continue to extend grounds maintenance support to keep up with mowing and initial trail cutting to facilitate completion of the phase I archaeological survey now underway.

The proposed agreement is considered short-term pending approval of the master plan and completion of initial public access improvements.

Recommendation:

Consider a motion to forward the proposed 1-year lease agreement for the Pickerill estate house for consideration at the June 19, 2018 Commission meeting.

Pickerill-Pigott Estate House

Weekly Value of Rent and Utilities (Electricity, Internet and Cell Phone Only) 12-Jun-18

Rent

| \$180 | 2018 KHA Payment Standards - Studio Zip 60560 |
|-------|---|
| | (\$780 per month X 12 months / 52 weeks) |

Electricity

| \$ 4,320 | YTD ComEd Bill Total (6 months- Dec-May) |
|-------------|--|
| \$ 372 | \$62 per month X 6 months |
| \$ 4,692 | Total ComEd |
| \$ 23 | Avg. Weekly Cost= (\$4,692/52 weeks)*0.25 area |

Internet and Cell Phone

| \$ 22 Avg. Weekly Cost (\$88 per n | month/4 weeks) |
|------------------------------------|----------------|
|------------------------------------|----------------|

| \$ 45 | Total Weekly Cost for All Utilities |
|-----------|-------------------------------------|
| \$ 180 | Total Weekly Market Value for Rent |

| \$ | 225 | Total Weekly Value of Residence Benefit | |
|----|-----|---|--|
|----|-----|---|--|

| Town | ZipCode | (1) (1) (1) (1) (1) (1) (1) (1) (1) (1) | KHA Studio | В | KHA 1 edroom | KHA 2 Bedroo m | В | KHA 3 edroom | KHA 4 Bedroo m | В | KHA 5 edroom | В | KHA 6 edroom |
|-----------------------|---------|---|---------------|----|-----------------|----------------------|----|-----------------|----------------------|----|-----------------|----|-----------------|
| Joliet | 60431 | GES | \$ 1,210 | \$ | 1,360 | \$ 1,620 | \$ | 2,100 | \$ 2,520 | \$ | 2,898 | \$ | 3,276 |
| Minooka | 60447 | Г | \$ 1,020 | \$ | 1,180 | \$ 1,520 | \$ | 2,060 | \$ 1,971 | \$ | 2,267 | \$ | 2,562 |
| Channahon/ Morris | 60450 | | \$ 740 | \$ | 770 | \$ 1,030 | \$ | 1,420 | \$ 1,740 | \$ | 2,001 | \$ | 2,262 |
| Oswego/Aurora | 60503 | | \$ 1,290 | \$ | | \$ 1,730 | Ś | 2,310 | \$ 2,770 | - | 3,186 | \$ | 3,601 |
| Aurora | 60504 | | \$ 1,100 | \$ | | \$ 1,480 | \$ | | \$ 2,250 | \$ | 2,588 | \$ | 2,925 |
| Big Rock | 60511 | | \$ 950 | \$ | | \$ 1,280 | \$ | 1,630 | \$ 1,950 | \$ | 2,243 | \$ | 2,535 |
| Montgomery/ | | | | Ť | | . , | Ť | | | Ť | , | Ť | |
| Bristol/Yorkville | 60512 | | \$ 910 | \$ | 920 | \$ 1,230 | \$ | 1,780 | \$ 2,160 | \$ | 2,484 | \$ | 2,808 |
| Millbrook | 60536 | | \$ 910 | \$ | 920 | \$ 1,230 | \$ | 1,780 | \$ 2,160 | \$ | 2,484 | \$ | 2,808 |
| Millington | 60537 | | \$ 740 | \$ | 750 | \$ 990 | \$ | 1,420 | \$ 1,740 | \$ | 2,001 | \$ | 2,262 |
| Montgomery/ | | | | | | | | | | _ | | | |
| Boulder Hill | 60538 | | \$ 910 | \$ | 864 | \$ 1,220 | \$ | 1,700 | \$ 2,050 | \$ | 2,358 | \$ | 2,665 |
| Nettle Creek/ Lisbon/ | | | | | | | | | | | | | |
| Newark/Helmar | 60541 | | \$ 740 | \$ | 750 | \$ 990 | \$ | 1,420 | \$ 1,740 | \$ | 2,001 | \$ | 2,262 |
| Oswego/ | | | | | | | | | | | | | |
| Montgomery | 60543 | | \$ 1,090 | \$ | 990 | \$ 1,460 | \$ | 1,908 | \$ 2,313 | \$ | 2,660 | \$ | 3,007 |
| Plainfield/Joliet/ | | | | | | | | | | | | | |
| Romeoville/ | 60544 | | \$ 1,250 | \$ | 1,440 | \$ 1,680 | \$ | 1,917 | \$ 2,550 | \$ | 2,933 | \$ | 3,315 |
| Plano/Yorkville/ | | | | | | | | | | | | | |
| Sandwich/Little Rock | 60545 | | \$ 740 | \$ | 750 | \$ 1,089 | \$ | 1,562 | \$ 1,740 | \$ | 2,001 | \$ | 2,262 |
| Sandwich | 60548 | | \$ 740 | \$ | 780 | \$ 1,030 | \$ | 1,430 | \$ 1,740 | \$ | 2,001 | \$ | 2,262 |
| Sugar Grove/Yorkville | 60554 | | \$ 1,140 | \$ | 1,310 | \$ 1,520 | \$ | 1,940 | \$ 2,320 | \$ | 2,668 | \$ | 3,016 |
| Yorkville/Plattville | 60560 | _ | \$ 780 | \$ | 858 | \$ 1,144 | \$ | 1,672 | \$ 1,840 | \$ | 2,116 | \$ | 2,392 |
| Plainfield/Aurora/ | | | | | | | | | | | | | |
| Bolingbrook | 60585 | 1 | \$ 1,320 | \$ | 1,510 | \$ 1,770 | \$ | 2,280 | \$ 2,730 | \$ | 3,140 | \$ | 3,549 |
| Plainfield/Joliet | 60586 | - | \$ 1,220 | \$ | 1,380 | \$ 1,630 | \$ | 2,100 | \$ 2,520 | \$ | 2,898 | \$ | 3,276 |



FY2018 Advisory Small Area FMRs For Kendall County, IL

In metropolitan areas, HUD defines Small Areas using ZIP Codes within the metropolitan area. Using ZIP codes as the basis for FMRs provides tenants with greater ability to move into "Opportunity Neighborhoods" with jobs, public transportation, and good schools. They also provide for multiple payment standards within a metropolitan area, and they are likely to reduce need for extensive market area rent reasonableness studies. Lastly, HUD hopes that setting FMRs for each ZIP code will reduce overpayment in lower-rent areas.

Kendall County is part of the Chicago-Naperville-Elgin, IL-IN-WI MSA.

| | Kendall Co | unty, IL Adviso | ry Small Area Fi | MRs By Unit Bedro | ooms |
|----------|------------|-----------------|------------------|-------------------|--------------|
| ZIP Code | Efficiency | One-Bedroom | Two-Bedroom | Three-Bedroom | Four-Bedroom |
| 60431 | \$1,210 | \$1,360 | \$1,620 | \$2,100 | \$2,520 |
| 60447 | \$1,020 | \$1,180 | \$1,520 | \$2,060 | \$2,190 |
| 60450 | \$740 | \$770 | \$1,030 | \$1,420 | \$1,740 |
| 60503 | \$1,290 | \$1,430 | \$1,730 | \$2,310 | \$2,770 |
| 60504 | \$1,100 | \$1,270 | \$1,480 | \$1,880 | \$2,250 |
| 60511 | \$950 | \$1,090 | \$1,280 | \$1,630 | \$1,950 |
| 60512 | \$910 | \$920 | \$1,230 | \$1,780 | \$2,160 |
| 60536 | \$910 | \$920 | \$1,230 | \$1,780 | \$2,160 |
| 60537 | \$740 | \$750 | \$990 | \$1,420 | \$1,740 |
| 60538 | \$910 | \$960 | \$1,220 | \$1,700 | \$2,050 |
| 60541 | \$740 | \$750 | \$990 | \$1,420 | \$1,740 |
| 60543 | \$1,090 | \$1,100 | \$1,460 | \$2,120 | \$2,570 |
| 60544 | \$1,250 | \$1,440 | \$1,680 | \$2,130 | \$2,550 |
| 60545 | \$740 | \$750 | \$990 | \$1,420 | \$1,740 |
| 60548 | \$740 | \$780 | \$1,030 | \$1,430 | \$1,740 |
| 60554 | \$1,140 | \$1,310 | \$1,520 | \$1,940 | \$2,320 |
| 60560 | \$780 | - \$780 | \$1,040 | \$1,520 | \$1,840 |

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

THIS AGREEMENT ("Lease Agreement") is made and entered into this 19th day of June, 2018, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, and ("Employee-Tenant") Marshal Savitski (referred to as "Tenant"), an individual currently residing at 2108 Rock Creek Road, Plano, Illinois, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PURPOSE.

This Lease Agreement provides for the Tenants' possession and use of the Pickerill estate house, the surrounding yard, attached garage, and the storage shed, located at Pickerill-Pigott Forest Preserve 6350 A Minkler Road, Yorkville, Illinois, 60560 (hereinafter referred to as the "Residence"), an image of which is attached as Exhibit A, during the Employee-Tenant's employment as a Resident - Grounds Maintenance Worker by the District. By signing this Lease Agreement, the parties affirm their agreement that Employee-Tenant is required to live at the Residence as a condition of his continued employment by the District as the Resident -Grounds Maintenance Worker; the Residence is located on District property; and the Residence is provided for the convenience of the District by allowing Employee-Tenant to promptly respond to District grounds maintenance needs at Pickerill-Pigott Forest Preserve and other maintenance needs outside of regular business hours. Also, this Lease Agreement confirms the parties' understanding and agreement that the Tenants' possession and use of the Residence is part of the Employee-Tenant's total wage and benefits compensation package as Grounds Supervisor and Resident for the District. Nothing in this Lease Agreement is intended to and/or does create a contract of employment, express or implied. Employee-Tenant's employment with the District is "at-will", which means Employee-Tenant's employment relationship may be terminated at any time, with or without cause.

PROPERTY.

- 2.1 Leased Property. District owns certain real property and improvements consisting of the Residence and Storage Shed. District desires to lease the Residence to Tenants upon the terms and conditions contained herein. Tenants desire to lease the Residence from District on the terms and conditions contained herein.
- 2.2 Personal Property. The District and Tenants each agree that any personal property, such as equipment, furniture, or other non-fixture items, purchased by either the Tenants or the District, either prior to or during the term of this Lease Agreement shall remain the personal property of the party who furnished the funds to purchase the personal property. All personal property of the Tenants shall be removed from the Premise at the termination of this Lease Agreement, unless otherwise agreed to in writing by the parties. Tenants specifically waive any claim of damage against the District for any personal property damaged as a result of an act of nature, including, but not limited to lightning strikes and floods. District is not

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

3. TERM.

- 3.1 Term. The term of this Lease Agreement commences on the date of both parties' execution of this Lease Agreement and shall terminate immediately upon (a) the Employee-Tenant's separation of employment from the District; (b) the Employee-Tenant's reassignment to a different position at the District; or (c) one (1) year after the date of both parties' execution of this Lease Agreement, whichever occurs first.
- 3.2 Upon termination of the Lease Agreement, Tenants shall immediately vacate the Residence and shall have seven (7) calendar days to remove all personal property from the Residence, unless otherwise authorized and agreed to in writing by both parties. All obligations outstanding at the time of termination shall survive the Lease Agreement.
- 3.3 Early Termination. Either party may terminate this Lease Agreement upon providing thirty (30) calendar days written notice to the other party. Except that both parties may agree, in writing, to terminate the Lease Agreement at anytime and waive the thirty (30) days written notice.

4. RENT.

- 4.1 Rent. The rent for the Residence shall be two-hundred twenty five dollars (\$225.00) per week. This amount includes the cost of Utilities as discussed in section 12 of this Lease Agreement. The weekly rent payment shall be due and owing on the Saturday immediately following the conclusion of the weekly rental period. For purposes of this Agreement, a week shall be Saturday through Friday. The parties agree that only a single monthly rent payment of five hundred dollars (\$500.00) shall be due and owing from Tenants to the District in any month that Employee-Tenant is employed by the District. The balance of the weekly rent value shall be considered a part of the Employee-Tenant's total compensation package during his or her employment with the District as Grounds Maintenance Worker and Resident. Weekends and holidays do not delay or excuse Tenants' obligation to timely pay rent.
- 4.2 Delinquent Rent. Rent is due no later than the first day of each month. If not paid by the due date, rent shall be considered overdue and delinquent. If Tenant fails to timely pay any monthly rent payment, Tenant will pay District a late charge of \$25.00 per day until rent is paid in full. If the District receives the rent within two (2) calendar days of the Due Date, the District will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy the District may exercise for Tenants' failure to timely pay rent.
- 4.3. Returned Checks. In the event any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$25.00 to District for each such check, plus late charges, as described above, which will accrue until District has **received** payment. Furthermore, District may require in writing that Tenants pay all future Rent payments by cash, money order, or cashier's check.
- 4.4. Order in which funds are applied. The District will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check

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

5. SECURITY DEPOSIT.

- 5.1 Amount. Tenant has previously deposited with the District the sum of one-thousand dollars and no cents (\$1,000.00) as security for any damage caused to the Residence during the term hereof.
- 5.2 Refund. Upon termination of the Lease Agreement, all funds held by the District as security deposit may be applied to the payment of accrued rent and the amount of damages that the District has suffered by reason of the Tenants' noncompliance with the terms of this Lease Agreement or with any and all federal, State, or local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence.

A. Deductions.

District may deduct reasonable charges from the security deposit for:

- (1) Unpaid or accelerated rent;
- (2) Late charges;
- (3) Unpaid utilities;
- (4) Costs of cleaning, deodorizing, and repairing the Residence and its contents for which Tenants are responsible;
- (5) Pet violation charges;
- (6) Replacing unreturned keys, garage door openers, or other security devices;
- (7) The removal of unauthorized locks or fixtures installed by Tenants;
- (8) Insufficient light bulbs;
- (9) Packing, removing, and storing abandoned property;
- (10) Removing abandoned or illegally parked vehicles;
- (11) Attorney fees and costs of court incurred in any proceeding against Tenants;
- (12) Any fee due for early removal of an authorized keybox; or
- (13) Other amounts Tenants are responsible to pay under this Lease Agreement.
- B. If deductions exceed the security deposit, Tenants will pay to District the excess within ten (10) calendar days after District makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, and brokerage fees, then to any unpaid rent.

6. USE OF RESIDENCE.

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

understand and agree that all residents and visitors of the Residence shall comply with the District's General Use Ordinance while on District property.

7. CONDITION OF RESIDENCE.

7.1 Original Condition. Tenants stipulate, represent, and warrant that Tenants have examined the Residence, and it is, at the time of execution of this Lease Agreement, in good order, in good repair, and in a safe, clean and habitable condition.

7.2 Surrender Condition. Upon termination of this Lease Agreement, Tenants shall surrender the Residence to District in good and broom-clean condition, excepting ordinary wear and tear. Tenants shall remove all of their personal property and any improvements installed by Tenants and required to be removed by the District. Tenants shall return all keys and property belonging to the District.

8. DEFAULTS & REMEDIES.

8.1 Tenants' Default. Tenants shall be in default in the event of any of the following: (a) if Tenants fails to perform any obligation to be performed by Tenants hereunder and such failure shall continue for thirty (30) calendar days after written notice by District; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) calendar day period, then Tenants shall not be deemed to be in default if it shall commence such cure within such thirty (30) calendar day period, and, thereafter, rectify and cure such default with due diligence; or (b) if Tenants abandon or vacate the Residence or ceases to use the Residence for the stated purpose as set forth in this Lease Agreement.

8.2 Remedies in Default. In the event of a default by Tenants, District may pursue any remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenants or any other person. In the event of a default, the District may also immediately terminate this Lease Agreement and Tenants' right to possession of the Residence and recover possession of the Residence and remove all persons therefrom.

9. ASSIGNMENT AND SUB-LETTING.

Tenants shall not assign this Lease Agreement, or sub-let or grant any license to use the Residence or any part thereof without the District's prior written consent. An assignment, sub-letting, or license without the prior written consent of District or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at District's option, terminate this Lease Agreement.

10. ALTERATIONS AND IMPROVEMENTS.

Tenants shall make no structural repairs, alterations, or improvements of the Residence or construct any building or make any other improvements of the Residence without the prior written consent of District. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Residence by Tenants shall, unless otherwise provided for by written agreement between District and Tenants, be at the Tenants' sole expense and shall become the sole property of the District and remain on the Residence at the termination of this Lease Agreement. At anytime during the term of this Lease Agreement, the District shall have the authority to make modifications, alterations, repairs, and improvements as it deems necessary and upon reasonable notice to Tenants.

11. HAZARDOUS MATERIALS.

Tenants shall not keep at the Residence any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion at the Residence or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. UTILITIES.

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

13. MAINTENANCE, REPAIR, AND RULES.

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

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

14. DAMAGE TO RESIDENCE.

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

15. ACCESS BY DISTRICT.

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

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

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

16. RENTERS' INSURANCE

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

17. SUBORDINATION OF LEASE AGREEMENT.

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

18. ANIMALS.

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

removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenants of District's intention to remove the unauthorized animal. District will not be liable for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants agree to indemnify and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants are responsible and liable for any damage or required cleaning to the Residence caused by any unauthorized animal and for all costs District may incur in removing or causing any unauthorized animal to be removed.

19. WATERBEDS.

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

20. QUIET ENJOYMENT.

Tenants, upon payment of all of the sums referred to herein as being payable by Tenants and Tenants' performance of all Tenants' agreements contained herein and Tenants' observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Residence for the term hereof.

21. INDEMNIFICATION.

District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, shall not be liable for any damage or injury of or to the Tenants, the Tenants' family, guests, invitees, agents or employees, to any person entering the Residence, to the Residence itself, or to goods or equipment at the Residence. Tenants hereby agree to indemnify, defend and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, from any and all claims or assertions of every kind and nature, including claims pertaining to tax liability or obligations. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State's Attorney, and shall be appointed a Special Assistant State's Attorney. The District's participation in its defense shall not remove District's duty to indemnify, defend, and hold the District harmless.

22. FORCE MAJEURE.

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

23. EXPENSES AND COSTS.

Should it become necessary for District to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of

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

24. RECORDING OF LEASE AGREEMENT.

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

25. GOVERNING LAW.

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

26. SEVERABILITY.

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

27. BINDING EFFECT.

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

28. DESCRIPTIVE HEADINGS.

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

29. NON-WAIVER.

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

30. MODIFICATION.

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

31. NOTICE.

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

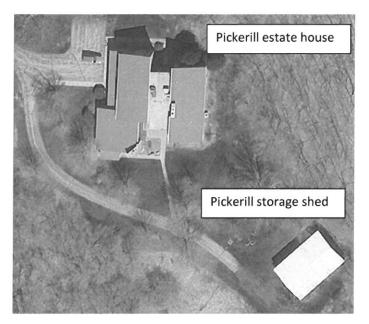
| Tenants' | Initials: | |
|----------|-----------|--|
| | | |

32. APPROVAL.

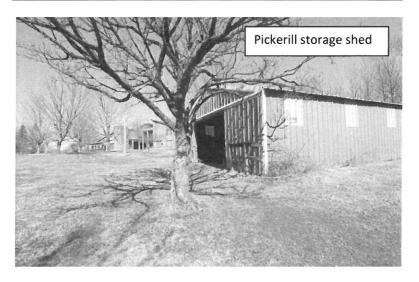
This Lease Agreement is contingent on, and subject to approval by a majority of the Kendall County Forest Preserve District Board of Commissioners.

| As to District this 19th day of June, 2018. | | |
|---|-------|--------------------|
| DISTRICT: | | |
| Sign: Judy Gilmour, President | | |
| Print: | Date: | |
| Attest: David Guritz, Executive Director | - | |
| As to Tenant, this 19th day of June, 2018. | | |
| TENANT: | | |
| Sign: | | |
| Print: | Date: | - |
| Sign: | | |
| Print: | Date: | |
| | | |
| | | |
| | | |
| | | |
| * | | |
| | | |
| | | |
| | 10 | Tenants' Initials: |

EXHIBIT A – Pickerill Estate House







Tenants' Initials: ____

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

Emily Dombrowski, Acting Director

RE: Pickerill-Pigott Master Plan Updates

Date: June 13, 2018

District staff members continue to gather information to help inform the final draft of the master plan for the preserve.

Over the past two weeks, the District worked with KC-GIS to create a trail layer for the preserve, flag trails to support the phase I archaeological survey, and begin clearing the future trail system.

This includes trails around both the lower and upper elevation farm ponds, and trail connectors from the proposed parking lot to the maintenance access drive / trail, and woodland trail beginning east of the estate house extending northeast to the hill crest (exhibit attached).

Upland Design will meet with District staff next week to compare notes and adjust the locations for the access drive, parking area, trails, and preserve amenities.

Final exhibits will be presented for discussion with the Committee of the Whole during the July meeting.

District staff members are also working to evaluate and prepare cost estimates for improvements to the estate house needed for public occupancy. Identified improvements include:

- 1. Installation of a new septic treatment field (Occupancy capacity estimate 125)
- 2. ADA access ramps and actuated entry door(s)
- 3. First floor carpet replacements for wheelchair accessibility
- 4. First floor existing washroom entryway widening and remodeling (ADA access)
- 5. Installation of a new smoke and fire alarm monitoring system

Bristol-Kendall Fire Department has indicated support for razing the upper elevation house for training purposes.

87 individuals have submitted responses to the District's online survey, which will be summarized and presented at the July Committee of the Whole meeting. The survey has been promoted online as a Facebook post boost geographically centered in Kendall County to reach local residents.

The State of Illinois budget includes OSLAD funding. The District will be in very good shape to apply if the grant opportunity is announced later in the year.

Pickerill-Pigott Forest Preserve



1 inch = 341 feet 345 × Z

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: ComEd and OmniTRAX-Illinois Railway Easement Requests Pursuant to the Fullfillment of the ICC Order for Construction of Rail Crossing Improvements at Hoover Forest Preserve, Including a New Petition Submitted to the ICC by OmniTRAX-Illinois Railway Requesting a 1-Year Supplemental Extension to Complete the FHA-IDOT Grant Funded Project (September 28, 2019)

Attachment: 1) Ordinance #06-04-01 An Ordinance Regarding the Granting of Easements and Licenses

- 2) ICC Supplemental Petition for Extension of Time (June 7, 2018)
- 3) Easement Concept Document

Date: June 12, 2018

Two easements will be needed to bring electrical power to the Illinois Railway control house and power the rail crossing gates. The ComEd proposed easement will extend from Fox Road north to an existing power pole where electricity is then routed towards Meadowhawk Lodge adjacent to the Hoover Drive crossing. The Illinois Railway proposed easement will extend from the new ComEd transformer to the Illinois Railway property boundary. Excavation and incremental boring will be used to install the electrical line and conduit under Hoover Drive.

In accordance with Ordinance #06-04-01, applicants designing an easement shall submit application to the District to include:

- 1) Plans depicting and describing the work
- 2) A map showing the easement location
- 3) Life expectancy for the facilities
- 4) Proposed methods and schedule for work
- Application fee to facilitate completion of a tree and impact survey and wetland report (\$750)
- 6) Description of public benefit

Direction is requested from the Committee of the Whole instructing the Director to negotiate an easement for this project in coordination and consultation with Kathleen Field Orr, Attorney for the United City of Yorkville and the Kendall County State's Attorney's Office. Yorkville has received correspondence from OmniTRAX pursuant to the establishment of a formal crossing agreement.

Final easement documents will be presented to Commission for consideration and approval. The term of the license shall not exceed 99-years.

In accordance with the District's ordinance, the calculated easement fee is an amount equal to the fair market value of the subject property plus \$25,000 per acre, with a minimum 25' width used for the purpose of calculating the easement area. For ease in processing, fair market value shall be determined by sales of comparable properties (Fox River Bluffs – 2015). Work impacting trees require a replacement fee in accordance with the ordinance schedule. Fees are collected prior to the Commission consideration. The ordinance also calls for collection of a bond on deposit to insure compliance with the ordinance and final easement agreement.

OmniTRAX attorneys have filed a supplemental ICC petition requesting an extension for completion of the project to September 28, 2019, citing the need for additional time to negotiate and receive approval of the new recorded easements

District staff reports that surveyors are working on site working to complete the easement survey(s) and legal descriptions for the proposed easements.

| Service Entrance Location Sketch | 11203 FOX RD QS/PL Date Issued: SER / | 0004 | BURLINGTON MORTS |
|----------------------------------|---|----------------|--------------------------------|
| ComEd To: | Hoop up secondary and provide meter Customer To: Run secondary cable form loc1- loc2. Provide meter fitting on RR hut Customer Signature | LODGE LODGE 1 | 3A12 3A12 3A12 RR HUT |

KENDALL COUNTY FOREST PRESERVE DISTRICT KENDALL COUNTY, ILLINOIS

ORDINANCE REGARDING THE GRANTING OF EASEMENTS AND LICENSES ORDINANCE NUMBER 06-04-01

WHEREAS, pursuant to Section 6 of the Downstate Forest Preserve Act, 70 ILCS 805/6, the Kendall County Forest Preserve District ('District') has the "power to grant licenses, easements and rights-of-way for the construction, operation and maintenance upon, under or across any property of (the) District of facilities for water, sewage, telephone, telegraph, electric, gas or other public service, subject to such terms and conditions as may be determined by (the) District"; and

WHEREAS, pursuant to Section 8 of the Downstate Forest Preserve Act, 70 ILCS 805/8, the District has the "power to pass and enforce all necessary ordinances, rules and regulations for the management of the property and conduct of the business of (the) District; and

WHEREAS, it is reasonable, necessary, and desirable for the District to adopt this ordinance ('Ordinance') to provide the rules, regulations and conditions applicable to the District's issuance of licenses and easements for the public services and for such rules, regulations and conditions to provide for the protection and preservation of the property, facilities, flora, fauna, and scenic beauties of the District, and for the general safety of the public; and

WHEREAS, pursuant to the authorities cited above, the District has the authority and the power to adopt this Ordinance;

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

- 1. <u>Recitals</u>. The recitals set for above are incorporated as part of this Ordinance by this reference.
- 2. <u>Applicability of Ordinance</u>. This Ordinance shall apply to all requests for any person, partnership, corporation, public utility, federal, state, or local government entity ('Applicant') to use District property for the installation, operation, maintenance, repair, relocation, replacement, or removal ('Work') of and facilities or structures to be owned or controlled by such Applicant ('Facilities') for water, sanitary sewer, storm sewer, telephone, telegraph, fiber optics, electric, gas, roadway, or other public service ('Public Services') across, over, under, in, or upon any real property owned by the District. It shall be unlawful for any Applicant to perform any Work on or relating to any Facilities on any

- District property unless the District has first granted a license or easement to such Applicant in accordance with this Ordinance.
- 3. Application for License or Easement. Each applicant that desires a license or easement shall submit an application for the same to the District ('Application'). The Application shall (i) include plans depicting and describing the Work, Facilities, and Public Services; (ii) include a map or plat identifying the location and dimensions of the area of District Property within which the Applicant is requesting a license or easement ('Subject Property'); (iii) state whether the Applicant desires a license or an easement; (iv) identify the proposed duration of the requested license or easement and the life expectancy of the Facilities; (v) identify the proposed methods and schedules for the Work; (vi) include the required Application Fee provided for under this Ordinance; (vii) include a tree survey (as defined herein); (vii) include a wetland report (as defined herein) if requested by the Forest Preserve Director ('Director'); and (viii) describe the public benefit that would be provided by the Facilities. It is strongly encouraged that the Applicant meets with the Director to discuss the proposed easement or license prior to submitting Application and prior to incurring any expenses related to the proposal. The Director will discuss the process, scheduling, fees and any other apparent issues of the proposal. The Applicant should be aware that the approval process is normally expected to take a minimum of ninety (90) days.
- 4. <u>Initial Determination and Policy Direction</u>. The Director shall (i) review the Application and determine, based on this Ordinance, whether it shall be processed as an Application for a license or as an Application for an easement ('Initial Determination'); and (ii) present the Application to the Forest Preserve Committee ('Committee'). If the Committee instructs the Director to negotiate an easement or license agreement with the Applicant ('Policy Direction'), then the Director shall further process the Application in accordance with this Ordinance.

5. Agreements and Authority.

- A. An easement or license shall be effective only if it is granted pursuant to an agreement ('Agreement') that has first been approved by an ordinance or resolution by a majority of the District's Board of Commissioners ('Board'). Policy Direction by the Committee is not sufficient to grant any easement or license rights. In approving an easement or license, the Board may waive specific provisions of this Ordinance if the Board determines that it is in the best interests of the District to do so.
- B. Notwithstanding any other provision of this Ordinance, the Board may determine not to approve an easement or license, and the Committee may determine not to recommend approval of an

easement or license for any reason, including without limitation, if the Board or Committee determines, in their sole and absolute discretion, that the Works, Facilities, or Public Services (i) may destroy or limit the present or future function, purpose, or utility of District property; (ii) may impede the present or future operation of any District property or program; (iii) may destroy, threaten, or disturb unique or high quality natural, cultural, and historic areas as identified by the District or any other entity; (iv) would occur on District property encumbered by conservation easements, Nature Preserve status, or other use restrictions; or (vi) are not in the best interests of the District.

- 6. <u>Eligibility for Easements and Licenses</u>. If the District elects to grant the right to use District property, it shall be in the form of an easement, not a license, when (i) the Applicant is a government entity, a public utility, or an entity that provides public services; (ii) the Facilities to be used pursuant to such a grant have a life expectancy of greater than 20 years; and (iii) the Work will have any physical or aesthetic impact on District property. Any Application not qualifying for an easement will be considered an Application for a license. Temporary easements for the purpose of performing Work to construct Facilities in an easement on District property may be granted by the District.
- 7. <u>Terms of Licenses and Easements</u>. The term of an easement shall not exceed ninety-nine (99) years. The term of a license shall not exceed twenty (20) years. The term of a temporary easement shall not exceed ninety (90) days. When a temporary easement expires, an Application may be submitted for a subsequent temporary easement.
- 8. Fees and Reimbursements for Easements and Licenses.
 - A. <u>Application Fee</u> A non-refundable application fee for an easement or license, in the amount of \$750, shall be paid to the District when the Applicant submits an Application to the District.
 - B. Monetary Fee
 - 1. Easement Fee and License Fee For each easement, license, or temporary easement, the Applicant shall pay to the District a fee ('Monetary Fee').
 - a. The Monetary Fee for an easement or license shall be an amount equal to the Fair Market Value of the Subject Property plus \$25,000 per acre. Fair Market Value shall be determined by (i) an appraisal of the property; (ii) current or recent purchase price of the Subject Property; (iii) sales of comparable properties; or (iv) such other information as will provide the best indication of the current Fair Market Value. The Fair Market Value shall be determined as if the Subject

Property is unencumbered and shall not take into consideration the nature of the easement or license granted or the fact that the District may have granted another easement or license within the Subject Property.

b. The Monetary Fee for a Temporary Easement shall be \$15,000 per acre of Subject Property.

- 2. Area of Subject Property The area of the Subject Property, for the purpose of determining the Fair Market Value, shall be determined by multiplying the length of the Subject Property by the width of the Subject Property; provided, however, that neither the length nor the width shall be deemed less than 25 feet for the purposes of calculating the Fair Market Value.
- 3. Additional Consideration The District reserves the right to require, as part of the Monetary Fee, and in addition to or in lieu of the Monetary Fee, or any portion thereof, any tangible or intangible compensation, item of value, or other consideration in an amount and form determined by the District ('Additional Consideration'). Without limiting the previous provisions of this Section, the District may require Additional Consideration (i) for an above ground Facility that will significantly alter the scenic beauty of District property, as determined solely by the District; or (ii) in the form of a waiver of any tap-on, connection, recapture, or similar fee otherwise applicable to a sanitary sewer, storm sewer, potable water, or other Facility providing Public Service.
- C. <u>Replacement Fee</u> For every easement or license, the Applicant shall pay a replacement fee for all trees greater than two (2) inches in size that are located within the Subject Property. Trees adjacent to the Subject Property that may be impacted by Work conducted in the Subject Property may also require replacement fees.
 - 1. The Applicant shall pay the District \$500 for trees between (2) inches and eight (8) inches in size.
 - 2. The Applicant shall pay the District \$1,000 for trees greater than eight (8) in size.
 - 3. The District reserves the right to require the Applicant to pay an increased replacement fee for trees greater than twenty (20) in size equal to the value of the tree as determined by an appraisal performed by a qualified tree appraiser, which appraisal shall be prepared at Applicant's cost.

To determine the size of the trees in the Subject Property, the Applicant shall submit as part of the Application an inventory of the trees located in the Subject Property and an additional twenty (20) feet perimeter around the Subject Property ('Tree Survey'). Trees

- shall be measured for their diameter breast height ('DBH') at four (4) feet above the ground. The Tree Survey shall include (i) the location of each tree with a DBH two (2) inches and greater; (ii) the species of the tree; and (iii) the DBH of the tree.
- D. <u>Reimbursements to District</u> The Applicant shall reimburse the District for all costs incurred by the District related to the Application, including, without limitation, legal, survey, and environmental costs ('Out-of-Pocket Costs'). The Applicant shall also reimburse the District for the internal staffing costs of all time spent by the District's staff related to the Application ('Staff Costs').
- E. <u>Timing of Fees and Reimbursements</u> The Monetary Fee and Replacement Fee shall be paid to the District prior to the consideration of the requested easement or license by the Board. Out-of-Pocket Costs and Staff Costs shall be billed to the Applicant after having been tabulated by the District. If the Board does not approve of the easement or license, the Monetary Fee and Replacement Fee, less any reasonable Out-of-Pocket Costs and Staff Costs, shall be reimbursed to the Applicant.

9. General Provisions.

- A. Compliance with Laws, Obtaining Permits and Approvals In performing the Work, installing the Facilities, and providing the Public Services, the Applicant shall comply with all applicable laws, statutes, regulations, rules, and requirements of federal, state, and local governments, agencies, and authorities ('Requirements of Law'). In addition, no easement or license shall be effective until the Applicant has obtained all required permits and approvals for the Work, Facilities, and Public Services that are required by Requirements of Law. The Applicant shall provide copies of all such permits and approvals to the District.
- B. Wetland Report With the Application, the Applicant, at the determination of the Director, may be required to submit a wetland delineation and wetland delineation report ('Wetland Report') that shall (i) delineate all wetlands on the Subject Property or on any other District property that would be impacted by the Work, Facilities, and Public Services; (ii) identify the boundaries, extent, function, and quality of all such wetlands; and (iii) describe the impact of the Work, Facilities, and Public Services on the wetlands. If wetlands on the Subject Property or other District property are impacted by the Work, Facilities, and Public Services, the Applicant shall provide mitigation for such impact in accordance with all Requirements of Law and any requirements of the District.

C. Conduct of Work

 Construction - All work by the Applicant and each contractor, subcontractor, or third party working on its behalf ('Contractor') shall be conducted in a good and workmanlike manner, without cost or expense to the District, and in compliance with the Agreement and Requirements of Law. Work shall begin within 180 of approval of Agreement by the District and a work schedule with completion date shall be included in Agreement. Prior to commencing any Work, the Applicant shall first submit to the District, at the Applicant's cost, any and all engineering, construction and building documents for the Work and Facilities ('Construction Plans') and a plat of survey prepared by a licensed professional land surveyor depicting and legally describing the Subject Property. Within thirty (30) days after completion of the Work, Applicant shall provide to the District a complete set of 'as-built' drawings.

- 2. Restoration If at any point during the term of the Easement, License, or temporary easement, the Work, Facilities, or Public Service damage, destroy, or cause any adverse impact to the Subject Property or any other District property, Applicant shall restore such property at no cost or expense to the District to a condition as good as or better than the condition of such property prior to the damage, destruction, or adverse impact.
- 3. <u>Hazardous Materials</u> The Applicant shall comply with all Requirements of Law that prohibit, restrict, or regulate any hazardous materials.
- 4. <u>Stream and Trail Crossings</u> Any easement or license that has underground Facilities that cross a stream or trail must use directional drilling to minimize waterway and trail impacts, except in cases where the District, at its sole discretion, determines that this technique would cause greater environmental or District use impacts.
- D. <u>Easements and Licenses are Non-Exclusive</u> Easements and licenses granted pursuant to this Ordinance shall be non-exclusive and the District may grant multiple easements and licenses within the Subject Property or any portion thereof.
- E. <u>No Assessments</u> In each Agreement, the Applicant shall agree that (i) it shall not assess or impose against the Subject Property any special assessment, special service area tax, recapture fee, or similar assessment, tax or fee ('Assessment'); and (ii) if any Assessment has been imposed, or is imposed in the future, it shall waive such Assessment or indemnify the District from and for such Assessment.
- F. <u>District Held Harmless</u> In each Agreement, the Applicant shall agree (i) that the District shall not be liable for any alleged damage or injury to any person, entity, or property as a result of, or relating to, the Work, Facilities, Public Services, or the license or easement; and (ii) to indemnify and hold harmless the District, its commissioners,

- officers, agents, and employees from and against any alleged loss, claim, expense, or damage, including litigation costs and attorney fees, related to any such alleged damage or injury.
- G. <u>Insurance for Applicant and Contractors</u> In each Agreement, the Applicant shall obtain, or cause each Contractor to obtain, and keep in full force and effect insurance necessary to protect and hold harmless the District, the Work, the Subject Property, and all property located at or near the Subject Property. The insurance requirements shall be determined by the District and its agents and shall be identified in the Agreement.
- H. <u>Bond</u> Prior to performing any Work, the Applicant shall, or shall require its contractor(s) to, deposit with the Director a certified or cashier's check in an amount determined by the District in the Agreement as a guarantee that the Applicant shall comply with all conditions of the Agreement including restoration of the Subject Property ('Bond'). If Applicant fails to comply with any conditions, the District may take such action as it determines necessary or appropriate to remedy such failure and deduct any cost it incurs in taking such action from the Bond.
- I. <u>Recording</u> All Agreements granting easements shall be recorded with the Kendall County Recorder of Deeds ('Recorder'), by and at the sole expense of the Applicant. Agreements granting licenses shall not be recorded.
- J. <u>Revocation</u> Each Agreement shall provide that, upon at breach of the Agreement, the Board may revoke the easement or license granted in such Agreement. If an easement is revoked, a certified copy of a document revoking the easement shall be recorded with the Recorder.
- K. Reversion of Property Each Agreement shall provide that, if the easement or license ceases to be used for the purpose for which it was granted, all Applicant's rights provided for in the Agreement granting such easement or license shall terminate and the Subject Property shall thereafter be free and clear of such rights. If an easement is so terminated, a certified copy of a document terminating the easement shall be recorded with the Recorder.
- L. Removal of Facilities Upon Termination At the time an easement or license expires by lapse of time, notice of revocation or termination, or any other reason, Applicant shall remove, in a timely manner, all Facilities from the Subject Property and the Subject Property shall be restored to a condition as good as or better than the condition of the Subject Property prior to the removal of the Facilities. At the sole discretion of the District, removal of Facilities may be waived if the District determines that such removal would cause greater environmental or District use impacts.
- M. <u>Penalty</u> Any person or entity that violates the provisions of this Ordinance shall be fined not less than fifty dollars (\$50) or more than

- two hundred fifty dollars (\$250) for each offense. Each day such violation occurs shall constitute a separate offense.
- N. <u>Captions</u> The captions and headings used herein are for the convenience of reference only and do not limit the content of this Ordinance.
- O. <u>Repealer</u> All Requirements of the Law of the District that conflict with this Ordinance are hereby repealed to the extent of such conflict.
- P. <u>Effective Date</u> This Ordinance shall be in full force and effect 10 days after its passage, approval, and publication, in the manner provided by Requirements of Law.

Passed this 18 day of April, 2006

AYES: Church, Davidson, Hafenrichter, Hatcher, Parr, Purcell, Vickery, Whitfield, Wykes

NAYS: None

Approved this 18 day of April, 2006

| | Kay Hatcher, President |
|------------------------|------------------------|
| Attest: | |
| Jeff Wehrli, Secretary | |

STATE OF ILLINOIS ILLINOIS COMMERCE COMMISSION

| United City of Yorkville, Kendall County, Illinois, a municipal corporation, |) | |
|---|---------|----------|
| Petitioner, |) | |
| v. |) | |
| Illinois Railway, LLC, a subsidiary of OmniTRAX, And Illinois Department of Transportation |) | T16-0003 |
| Respondents, |) | |
| Petition for assignment of an Association of American Railroads (AAR) grade crossing inventory number for Hoover Road, a dedicated public street, including approval of installing active warning devices across railroad track at grade. |)))) | |

NOTICE OF FILING

David Guritz
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560
dguritz@co.kendall.il.us

Brian A. Vercruysse
Rail Safety Specialist
Railroad section
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701
Brian.vercruysse@illinois.gov

Kathleen Field Orr Kathleen Field Orr & Associates 53 W. Jackson Blvd., Suite 964 Chicago, IL 60604 kfo@kfoassoc.com Gary Golinski Mayor City of Yorkville 800 Game Farm Road Yorkville, IL 60560 ggolinski@yorkville.il.us

Jennifer R. Kuntz Assistant Chief Counsel Illinois Department of Transportation 2300 South Dirksen Parkway, Room 313 Springfield, IL 62764 jennifer.kuntz@illinois.gov

Omer Osman Director of Highways - IDOT 2300 South Dirksen Parkway, Room 205 Springfield, IL 62764 jason.johnson@illinois.gov Lawrence D. Parrish Assistant Chief Counsel Illinois Department of Transportation 100 W. Randolph, Ste. 6-600 Chicago, IL 60601 lawrence.parrish@illinois.gov

John T. Sharkey CTC, Inc. 37W890 Acorn Lane Elgin, IL 60124 jsharkey@ctcinc.com

PLEASE TAKE NOTICE that we have on this 7th day of June, 2018, sent for filing with the Illinois Commerce Commission, the attached Supplemental Petition for Extension of Time in the above captioned matter, a copy of which is hereby served upon you.

ILLINOIS RAILWAY, LLC

By:

Michael J. Barron, Jr.

One of its Attorneys

Fletcher & Sippel LLC

29 North Wacker Drive, Suite 920

Chicago, Illinois 60606-2832

Telephone: (312) 252-1500 Facsimile: (312) 252-2400

Email:

mbarron@fletcher-sippel.com

CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that copies of the forgoing instruments were served upon the addresses listed below by the e-mail address provided and U.S. Mail, this 7th day of June, 2018.

Brian A. Ve-rcruysse Rail Safety Specialist Railroad Section Illinois Commerce Commission 527 East Capitol Avenue Springfield, IL 62701 brian.vercruysse@illinois.gov

David Guritz
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560
dguritz@co.kendall.il.us

Kathleen Field Orr Kathleen Field Orr & Associates 53 W. Jackson Blvd., Suite 964 Chicago, IL 60604 kfo@kfoassoc.com

Lawrence D. Parrish
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Illinois Department of Transportation
100 W. Randolph, Ste. 6-600
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Gary Golinski Mayor City of Yorkville 800 Game Farm Road Yorkville, IL 60560 ggolinski@yorkville.il.us

Jennifer R. Kuntz Assistant Chief Counsel Illinois Department of Transportation 2300 South Dirksen Parkway, Room 313 Springfield, IL 62764 jennifer.kuntz@illinois.gov

Omer Osman Director of Highways - IDOT 2300 South Dirksen Parkway, Room 205 Springfield, IL 62764 jason.johnson@illinois.gov

John T. Sharkey CTC, Inc. 37W890 Acorn Lane Elgin, IL 60124 jsharkey@ctcinc.com

By

Michael J. Barron, Jr.

Fletcher & Sippel LLC

29 North Wacker Drive, Suite 920 Chicago, Illinois 60606-2832

Telephone: (312) 252-1500 Facsimile: (312) 252-2400

STATE OF ILLINOIS ILLINOIS COMMERCE COMMISSION

| United City of Yorkville, Kendall County, Illinois, a municipal corporation, |) |
|---|--------------------|
| Petitioner, |) |
| v. |) |
| Illinois Railway, LLC, a subsidiary of OmniTRAX, And Illinois Department of Transportation |)) T16-0003 |
| Respondents, |) |
| Petition for assignment of an Association of American Railroads (AAR) grade crossing inventory number for Hoover Road, a dedicated public street, including approval of installing active warning devices across railroad track at grade. |))) |
| ramoad hack at grade. | |

SUPPLEMENTAL PETITION FOR EXTENSION OF TIME

NOW COMES ILLINOIS RAILWAY, LLC ("IR") by and through its attorneys, Fletcher & Sippel LLC, and presents its supplemental petition for an extension of time request in connection with the designation of a public crossing and installation of warning devices authorized by order dated September 28, 2016 entered in the above-caption matter. In support thereof, IR states as follows:

- 1. The United City of Yorkville ("Yorkville") is an Illinois municipal corporation subject to the jurisdiction of the Illinois Commerce Commission ("Commission").
- 2. The respondent, IR, is a rail carrier operating railroad lines in the State of Illinois including railroad lines that pass through the crossing at issue in this docket and is subject to the jurisdiction of the Commission.
- 3. The respondent, Illinois Department of Transportation ("IDOT") is an agency of the State of Illinois that is subject to the jurisdiction of the Commission.

- 4. On September 28, 2016 the Commission entered an order designating an at-grade crossing of Hoover Road and the IR tracks in Yorkville as a public crossing (the "Crossing") and directing the installation of active warning device.
- 5. A copy of the Commission's Order ("Order") of September 28, 2016 is attached to this Petition as Exhibit "A".
- 6. The Order's Findings at item (6) concludes that the work at the Crossing directed by the Order should be completed within one year of the date of entry of the Order.
- 7. On January 25, 2018, the Commission entered a supplemental Order ("Supplemental Order") extending the completion date to September 28, 2018. A copy of the Commission's Supplemental Order is attached and incorporated hereon as Exhibit B.
- 8. IR has ordered parts and made plans for the completion of the work required by the Supplemental Order.
- 9. IR is in the process of securing power to the site through discussions with Comed. As part of these discussions, IR and Comed are negotiating with a landowner, the Forest Preserve District of Kendall County, for access for power supply equipment through the Hoover Forest Preserve.
 - 10. Those negotiations are likely to create a delay in getting power to the Crossing.
- 11. IR requires additional time to complete the project described in the ICC's Order of September 28, 2016, beyond that granted in the Supplemental Order, and therefore, requests a Second Supplemental Order establishing a new completion date for said work.

NOW THEREFORE, IR respectfully requests that the Illinois Commerce Commission enter a Second Supplemental Order extending the date for completion of the rail crossing improvements to September 28, 2019.

Dated this 7th day of June, 2018.

Respectfully submitted,

Illinois Railway, LLC

By

One of Its Attorneys

Michael J. Barron, Jr. Fletcher & Sippel LLC 29 North Wacker Drive, Suite 920 Chicago, Illinois 60606-2832

Telephone: Facsimile:

(312) 252-1500 (312) 252-2400

Email:

mbarron@fletcher-sippel.com

VERIFICATION

| State of IL |) |
|-------------------|---|
| County of Lagally |) |

Thora Margoeing first duly sworn on oath, deposes and states that he is the Coence Mungfor Illinois Railway, LLC, in the foregoing cause; that he has read the foregoing Petition and that the facts contained therein are true and correct to the best of his knowledge, information and belief.

Name:

SUBSCRIBED AND SWORN TO Before me this 5th day of June, 2018

JODENE A KENNEDY Official Seal Notary Public - State of Illinois

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

United City of Yorkville, Kendall County, Illinois, a municipal corporation

Petitioner

٧.

T16-0003

Illinois Railway, LLC, a subsidiary of OmniTRAX, And Illinois Department of Transportation

Respondents

Petition for assignment of an Association of American Railroads (AAR) grade crossing inventory number for Hoover Road, a dedicated public street, including approval of installing active warning devices across railroad track at grade.

ORDER

By the Commission:

On December 18, 2015, the United City of Yorkville ("Petitioner" or "City") filed its Petition requesting the assignment of an AAR crossing number for Hoover Road, a public right-of-way, including permission to install active warning devices at the Hoover Road grade crossing of the Illinois Railway's ("IR") track, located in the City of Yorkville, Kendall County, Illinois.

No party contested the requests of the Petition or filings.

PROCEDURAL HISTORY

Pursuant to notice, the matter came on for hearing before a duly authorized Administrative Law Judge ("ALJ") of the Commission at the Commission's Chicago office on July 6, 2016. Petitioner and Respondents were represented by counsel. An appearance was also entered by Brian Vercruysse, Senior Railroad Safety Specialist, representing the Commission's Transportation Bureau, Railroad Section ("Staff"). At the hearing the parties indicated that coordination has taken place with all parties, including a meeting on June 16, 2016 with representatives from the IL Railway.



Transportation (IDOT), utilizing the 23 USC Section 130 Safety Fund. Such devices are, by public convenience and necessity, required to provide safe and efficient access to the Hoover Forest Preserve.

RESPONDENT IL RAILWAY'S POSITION

IL Railway did not appear at the hearing, and has not filed an objection to the City's Petition.

STAFF'S POSITION

Staff has no objection to the City's Petition. Staff concurs that the general public already utilizes the crossing to enter the Hoover Forest Preserve and in the interest of public safety the crossing should have active warning devices consisting of flashing light signals, gates, and bell controlled by constant warning time (CWT) circuitry. Staff notes that the Company must submit warning device plans for Staff approval by filing a Form 3 of Section 1535 of Title 92 of the Illinois Administrative Code. The Company is also required to file an updated USDOT Inventory form.

Staff believes that the IR should provide a cost information to all parties for the installation of the new warning devices within 60 days from the date of this Order. All work should be completed within 12 months from the date of this Order.

PROPOSED ORDER

A Proposed Order was served on the Parties on September 1, 2016. No Briefs on Exceptions were filed.

FINDINGS AND ORDERING PARAGRAPHS

The Commission, having given due consideration to the Petition, is of the opinion and finds that:

- The Commission has jurisdiction over the parties and the subject matter of this proceeding;
- . (2) The recitals of fact as set forth in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact;
 - (3) The United City of Yorkville, Illinois, is an Illinois municipal corporation with jurisdiction over Hoover Road and its designation should be changed from private to public;

IT IS FURTHER ORDERED that any person making a Request for an Extension of Time up to 30 days to complete a project ordered by the Commission must file a request with the Director of Processing and Information no later than 14 days in advance of the scheduled deadline. An Administrative Law Judge will consider and decide the request.

IT IS FURTHER ORDERED that any person making a Request for an Extension of Time that exceeds 30 days must file a Petition for Supplemental Order with the Director of Processing and Information no later than 21 days in advance of the scheduled deadline. The Commission will decide Petitions for Supplemental Orders.

IT IS FURTHER ORDERED that Requests for Extension of Time and Petitions for Supplemental Orders must include the reason(s) the additional time is needed to complete the work and the time within which the project will be completed. Prior to submitting a Request for Extension of Time or a Petition for Supplemental Order, the person must notify the Commission's Rail Safety Program Administrator that it is unable to complete the project within the ordered timeframe.

IT IS FURTHER ORDERED that the Commission or its Administrative Law Judge reserves the right to deny Petitions for Supplemental Orders and Requests for Extension of Time, if the reason(s) supporting the request is (are) insufficient or where it appears the person has not made a good faith effort to complete the project within the allotted time. Failure of the Commission or Administrative Law Judge to act on a pleading prior to the deadline means the originally ordered completion date remains in effect.

IT IS FURTHER ORDERED that, subject to Section 18c-2201 and 18c-2206 of the Law, this is a final decision of the Commission subject to Administrative Review Law.

By Order of the Commission this 28th day of September 2016.

JUDGE:

SECTION CHIEF

ORDERS SUPERVISOR

BRIEN SHEAHAN CHAIRMAN

Michelen

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

United City of Yorkville, Kendall County, Illinois, a municipal corporation

Petitioner

V.

T16-0003

Illinois Railway, LLC, a subsidiary of OmniTRAX, And Illinois Department of Transportation

Respondents

Petition for assignment of an Association of American Railroads (AAR) grade crossing inventory number for Hoover Road, a dedicated public street, including approval of installing active warning devices across railroad track at grade.

SUPPLEMENTAL ORDER

By the Commission:

On September 28, 2016, the Illinois Commerce Commission granted the Petition filed by the United City of Yorkville ("Petitioner" or "City") requesting the assignment of an AAR crossing number for Hoover Road, a public right-of-way, including permission to install active warning devices at the Hoover Road grade crossing of the Illinois Railway's ("IR") track, located in the City of Yorkville, Kendall County, Illinois.

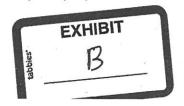
All work was to be completed by September 28, 2017. On September 6, 2017, IR filed a Petition for Extension of Time.

PROCEDURAL HISTORY

Pursuant to notice, the Petition for Extension of Time came on for hearing before a duly authorized Administrative Law Judge ("ALJ") of the Commission at the Commission's Chicago office on January 11, 2018. At the conclusion of the hearing, the record was marked "Heard and Taken."

PETITION FOR EXTENSION OF TIME

Thomas Murphy, Operations Manager for the IR, testified that the original project



completion date was not met because of an oversight. The IR typically requests approval for similar projects from the Commission through stipulated agreements. In this case, however, the company filed a Petition and lost track of the completion date. The IR has finalized its estimates and a purchase order has been approved. While the project is expected to be completed by spring 2018, the IR is requesting a completion date of September 28, 2018.

RESPONDENTS' POSITION

No party objected to the Petition for Extension of Time.

FINDINGS AND ORDERING PARAGRAPHS

The Commission, having given due consideration to the entire record herein, finds that:

- (1) The Commission has jurisdiction over the parties and the subject matter of this proceeding;
- (2) The recitals of fact and conclusions of law contained in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact and conclusions of law;
- (3) The completion date of the project should be extended to September 28, 2018;
- (4) All other terms and conditions of the original Order entered September 28, 2016 in this case should remain in full force and effect, except as modified herein.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the completion date for the project herein shall be extended September 28, 2018.

IT IS FURTHER ORDERED that all terms and conditions of the original Order in this case, entered on September 28, 2016, shall remain in full force and effect, except as modified herein.

By Order of the Commission this 25th day of January 2018.

BRIEN SHEAHAN CHAIRMAN

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| rict | Char | |
| e Dist | and | |
| serve | Fees | |
| st Pre | ental | |
| Kendall County Forest Preserve District | FY 18-19 Proposed Rental Fees and Charges | REVIEW |
| ndall Cot | 18-19 Pr | DRAFT for REVIEW |
| <u>ᢌ</u> | 조 | <u>R</u> |

| Security Deposit Store | Current Rates Schedule \$20/hr. resident; \$30/hr. non-resident \$20/hr. resident; \$30/hr. non-resident \$40/hr. resident; \$60/hr. non-resident | Proposed Rate Increases | Additional Information |
|--|--|--|--|
| and Courtoom Rentals Meeting room 5100 and Campsite Rental 5100 Courtroom 5100 Courtroom 5100 Shelter 50 | \$20/hr. resident; \$30/hr. non-resident \$20/hr. resident; \$30/hr. non-resident \$40/hr. resident; \$60/hr. non-resident | | |
| Meeting room \$100 | \$20/hr. resident; \$30/hr. non-resident \$20/hr. resident; \$30/hr. non-resident \$40/hr. resident; \$60/hr. non-resident | | |
| Countroom S100 | \$20/hr. resident; \$30/hr. non-resident \$40/hr. resident; \$60/hr. non-resident | | |
| Courtroom S100 | \$40/hr. resident; \$60/hr. non-resident | | |
| ond Compsite Rental Shelter S | | | |
| Shelter So Shelter Shelter Shelter So Shelter | | | |
| Shelter So Shelter So Shelter So Shelter Sol Shelter Shelter Sol Shelter Sol Shelter Shelter Sol Shelter Sol Shelter Shelter Sol Shelter Shelter Shelter Shelter Sol Shelter S | \$50/resident; \$75/non-resident | | 9 am to sunset |
| Shelter S.day S0 Bunkhouse S.Day S0 Campsite Rentals S0 Family Campsite S0 Campsite Rentals S0 Family Campsite Rentals S0 Family Campsite Rentals S0 Family Campsite Rentals S0 Fermit Fee S0 Meadowhawk Lodge S0% of total cost Meadowhawk Lodge S0% of contracted time Ellis House/Tent S1,000 IEIN House/Tent S0% of contracted time Ellis House S0 IIII House S0 Ellis | \$50/resident; \$75/non-resident | | 9 am to sunset |
| Shelter 5-day \$0 Bunkhouse 8 Tent \$0 Family campsite Rentals \$0 Firewood Bunkhouse Rental \$0 Meadowhawk Lodge \$0% of contracted time Ellis House/Tent \$0% of contracted time Ellis House/Tent \$0% of contracted time Ellis House/Tent \$0% of contracted time Ellis House Family \$0 Ellis House Fa | \$50/resident; \$75/non-resident | | 9 am to sunset |
| Shelter 5-day 50 Family campsite 50 Campsite Rentals 50 Permit Fee Bunkhouse and Group 50 Permit Fee Bunkhouse Rental 6-day | \$50/resident; \$75/non-resident | | Additional \$25 for groups over 100 |
| Shelter Shelte | \$100/resident: \$125/non-resident | | |
| Subhite Pee Shelters and Campsites \$100 per Bunkhouse Rental Group Campsite \$50 Campsite \$50 Campsite \$50 Campsite Rentals \$50 Campsite Rental Meadowhawk Lodge \$50% of total cost Meadowhawk Lodge \$50% of total cost Meadowhawk Lodge \$50% of contracted time Ellis House/Tent \$51,000 Campsite Rental Relis House/Tent \$50% of contracted time Ellis House Tent \$50% of contracted time Ellis House Campsite Solve of contracted time Ellis House Campsite Camp | \$25 per shelter rental for group sizes greater than 100 | | 9 am to sunset |
| Bunkhouse Stolens and Campsites Stolens and Campsite Stolens and Group Earners Stolens | people | | Additional \$25 charge for each subsequent 100 guests |
| Bunkhouse Sinoper Bunkhouse Rental | \$25 per event | | Does not apply to family campsites |
| Family campsite \$0 Family campsite \$0 Campsite Rentals Horse Atena Group Gampsite Rentals Horse Atena Group Firewood Meadowhawk Lodge S0% of total cost Meadowhawk Lodge S0% of total cost Meadowhawk Lodge S0% of contracted time Ellis House/Tent S1,000 Ellis House/Tent S1,000 Ellis House/Tent S0% of contracted time Ellis House/Tent S0% of contracted time Ellis House/Tent S0% of contracted time Ellis House Ellis House Ellis | \$160/resi | \$170/resident; \$230/non-resident | Check in: 3 - 8 pm / Check-out: Noon |
| Framily campsite \$0 Sunkhouse and Group Gampsite Rentals Horse Arena Firewood Firewood Firewood Firewood Meadowhawk Lodge NA Fills House/Tent Ellis House/Tent Ellis House Ellis Ho | \$60/resident: \$80/non-resident | \$65/resident: \$85/non-resident | Complete for 20 halfield and |
| Campsite Rentals S0 | \$20/resident; \$30/non-resident | The second of th | Capacity for 6 individuals |
| Horse Arena 50 | \$40 charge for non-emergency callouts between 8 pm and 8 am the following day | | Fee charged for after hour service requests. Check in Is between 3 pm and 7 pm. Non-emergency requests |
| Permit Fee | | | placed after 8 pm are charged this fee. |
| Meadowhawk Lodge 50% of total cost | Sos per day | \$100 per day | Rental includes use of Shelter 7 |
| Meadowhawk Lodge 50% of total cost | \$50 / \$150 / \$250 Assigned Fee | | Approx. 30 pieces |
| Meadowhawk Lodge 50% of total cost | an Indigent of the Local Local | | Permit fees assigned based on event |
| Meadowhawk Lodge 50% of rola locst | \$1 300 (8 am - 10 am) | | |
| Meadowhawk Lodge 50% of contracted time Meadowhawk Lodge NA Ellis House/Tent \$1,000 Ellis House/Tent \$50% of contracted time Ellis House Ellis House 50% of contracted time Ellis House 50% of con | \$1,600 (8 am - 10 pm) | | Inc. tables & chairs, projector screen and podium |
| Meadowhawk Lodge 50% of contracted time Meadowhawk Lodge NA Firewood Ellis House/Tent 51,000 Ellis House/Tent 50% of contracted time Ellis House 50% of contracted time Ell | \$75/hr resident - \$100/hr non-resident | \$80/hr resident - \$100/hr non-resident | Incl. tables & chairs, projector screen and podium |
| Meadowhawk Lodge Signo per Bunkhouse Rental Bunkhouses Meadowhawk Lodge S0% of contracted time Meadowhawk Lodge S0% of contracted time Meadowhawk Lodge NA Ellis House/Tent S1,000 Ellis House/Tent S0% of contracted time Ellis House/Tent S0% of contracted time Ellis House S0% of contracted time S0% of contracted time Ellis House S0% of contracted time S0% of contracted t | | \$60/hr residents - \$80/hr non-resident | |
| Meadowhawk Lodge 50% of contracted time | Bunkhouse: \$160/resident; \$220/non-resident Bu | Bunkhouse: \$170/resident; \$230/non-resident | |
| Meadowhawk Lodge | 20% (May-Oct)-50% (Nov - Apr) discount | Meduowildwk Louge: 5250 | Meadownawk Lodge full day use |
| Meadowhawk Lodge | 20% (May-Oct)-10% (Nov-Apr) upcharge | | |
| Meadowhawk Lodge | \$15 per hour for each hour of set-up / clean-up | | |
| Meadowhawk Lodge | \$50 setup or cleanup/\$75 for setup and clean-up | | Set-up, clean-up, or both |
| Firewood | Sed/eu cups | \$90/60 cups | Incl. cups, stir stix, cream, sugar |
| Ellis House/Tent \$1,000 | \$25 per remai event | | |
| Ellis House/Tent \$1,000 Ellis House/Tent \$50,000 Ellis House \$50,000 Ellis House \$50,000 Ellis House \$50,000 Ellis | Azo per panare | | Approx. 30 pieces |
| Ellis House/Tent 50% of contracted time | \$3.500 | | Crowned bones to the table of the |
| Fills House Ellis House 50% of contracted time 60% of contracted time | \$3,800 | \$4,000 | Grounds, nouse, tent, tables & chairs |
| Ellis House 50% of contracted time | \$130/hr. | | Grounds, house, tent, tables & chairs |
| Ellis House 50% of contracted time Ellis House 50% of contracted time Ellis House 50% of contracted time Ellis House 60% of contracted time 60% of contracted | \$60/hr | \$75/hr | Grounds, house, tables & chairs |
| Ellis House 50% of contracted time Ellis House 50% of contracted time Ellis House 50% of contracted time Ellis House 500% of contracted time Ellis House 500% of contracted time Ellis House & Tent 5500 discount | \$50/hr | | Grounds, classroom, tables & chairs |
| tional Packages Ellis House Ellis House Ellis House Ellis House Ellis House Ellis House Meadowhawk Lodge Ellis House & Tent S500 discount S500 discount Public Program | 20% (May-Oct)-50% (Nov - Apr) discount | | |
| tional Packages Ellis House Ellis House Ellis House Ellis House / Meadowhawk Lodge Ellis House & Tent S500 discount NA Public Program NA Public P | 20% (May-Oct) - 10% (Nov-Apr) upcharge | | |
| tional Packages Ellis House / Beposit S200 First-Time Security Ellis House / Beposit S0% of contracted time Meadowhawk Lodge S0% of contracted time Ellis House & Tent S500 discount Ellis House & Tent S500 discount Dublic Program NA Public | 5500 Setup of clean-up/5500 Setup and clean-up | | Set-up OR Clean-up / Both |
| Ellis House / S0% of contracted time Meadowhawk Lodge S0% of contracted time Ellis House & Tent \$500 discount Public Program NA Public Pro | \$300 annual fee | | Approx. 15 pieces |
| Ellis House // S0% of contracted time Ellis House & Tent \$500 discount Public Program NA | | | |
| Ellis House & Tent \$500 discount Public Program NA | 50% discount off the hourly rental fees at Ellis House or Meadowhawk Lodge with a Wedding Event rental purchase at either facility. | | |
| Public Program NA | \$500 discount for 2018 bookings through 7/31/19 | | |
| Public Program NA | TOTAL TOTAL CONTROL OF THE CONTROL O | | |
| Public Program NA Public Program NA Public Program NA Public Program NA | Resident: \$40 / Non-Resident: \$45 | Recident: CA1 / Non Decident: CAC | |
| Public Program NA Public Program NA | Resident: \$160 / Non-Resident: \$180 | Resident: 541 / Non-Resident: 546 | |
| Public Program NA | Resident: \$30 / Non-Resident: \$35 | Resident: \$31 / Non-Resident: \$36 | |
| D. H. D | Resident: \$120 / Non-Resident: \$140 | Resident: \$125 / Non-Resident: \$145 | |
| Public Program NA | | Resident: \$20.50 / Non-Resident: \$25.50 | |
| Public Program | | Resident: \$87.50 / Non-Resident: \$112.50 | |
| Public Program | 5170 Per Student Per Session | | Must be currently taking lessons |

| Parent and Tot Day Camp | Come December | NA. | And the fact has the same | | |
|--|-----------------------------|--|---|--|---|
| Day Pony Camp | Camp Program | NA NA | Resident: 545 / Non-Resident: 550 | | 3 sessions in 2018 |
| 3-Day Pony Camp | Camp Program | AN AN | Resident: \$550 / Non-Resident: \$70 | | 4 sessions in 2018 |
| | | | VALUE CONTROLL VALUE | | S sessions in 2018 |
| | Iype | Security Deposit | Current Rates Schedule | Proposed Rate Increases | Additional Information |
| tills Equestrian Center Birthdays Parties | | | | | |
| Ellis Horse & Pony Birthday Parties | Public Program | \$100 at time of reservation applied to total cost | Resident: \$190 + \$19 for each child over 10 - Non-Resident \$200 + \$20 for each child over 10 | Resident: \$200 + \$20 for each child over 10 / Non-Resident \$210 + \$21 for each child over | \$2 per child for "Horseshoe Craft" Option |
| Ellis Equestrian Center - Other | | | | 77 | |
| Open Arena | Facilility Use | NA | \$10 per day or \$40 per year | \$15 per day / \$60 per year | |
| Group Adventure Tours (1-Hour) | Public Program | 50% of total cost | Resident: \$50 / Non-Resident: \$50 - Additional \$5 fee | | |
| A Constant and Carl Court Dadas Dadas | | \$100 at time of reservation | + | | |
| Cub scout and Girl scout Badge Programs | Public Program | applied to total cost | Resident \$200 + \$20 for each child over 10 | | |
| Equestrian Center Field Trip Programs | School Program | 50% of total cost | \$8 per student (Min: 10) | | \$2 per student for each (Craft; Tractor; Face Paint) |
| Hay Wagon Ride Option | Public Program | NA | \$3 per person | | |
| Enis raten Option Finite Program Fin | Public Program | NA Court December | \$2 per person | | |
| and the control of th | א במנה, אווווסמוורכם ועמנטו | | | | |
| Senior Care Facility Programs | Senior Programs | AN | TBD - New Offering | \$60 per 1-hr. program (\$50 per for 4- or more program series) | |
| Cub Scout and Girl Scout Badge Programs | Scout Program | NA | \$6 per scout (minimum \$40 program fee) | \$7 per scout | |
| ture-themed Birthday Parties | Public Program | NA | \$150 (5-10); \$175 (11-20); \$200 (21-30) | | |
| Bunkhouse Package Discount with Scout Program | Scout Program | NA | R \$140 per night/NR \$200 per night NR | | |
| Group Carripsite Fackage Discount | Scout Program | NA | R \$35 per night/NR \$55 per night | | |
| Environmental Education School Programs | | | | | |
| Arimais in Winter Biomimica | School Program | AN | \$3 per student | | |
| Bugfest | School Program | NA | 55 per student | | |
| Zoochory | School Program | AN | \$7 per student at-school / 37 per student at name | | |
| Fossils | School Program | AN | \$5 per student | S6 per student | |
| Native Americans | School Program | NA | \$7 per student | | |
| Teeth Younger | School Program | NA | \$3 per student | | |
| Adaptations in School | School Program | NA NA | \$5 per student | | |
| Adaptations Harris | School Program | AN AN | Sper student | | |
| Ecosystems Harris | School Program | NA | \$6 per student | S7 per student | |
| Wetland in School | School Program | NA | \$5 per student | | |
| Maple Syrup | School Program | NA | \$7 per student | | |
| Project Maramech | School Program | NA | \$10 per student | | |
| Reptiles and Amphibians | School Program | NA NA | \$6 per student | | |
| Other Pre-School | Preschool Program | AN AN | So per student | | |
| Other School Age | School Program | NA | \$5-6 per student | C6 nor ctudent | |
| Environmental Education Camp Programs | | | | The state of the s | |
| Sense of Adventure | Camp Program | NA | \$80.00 | | |
| Junior Naturalist | Camp Program | NA | \$80.00 | | |
| Little Garden Sprouts | Camp Program | NA | \$35.00 | | |
| Moring Nature with Sesame Street | Camp Program | AN | \$35.00 | | |
| Porest Friends | Camp Program | AA | \$130.00 | | |
| Aniatic Adventures | Camp Program | NA NA | \$130.00 | | |
| Amazing Animals | Camp Program | AN AN | \$130.00 | | |
| FroWarriors | Camp Program | NA NA | \$185.00 | | |
| Adventure Road | Camp Program | Z Z | \$185.00 | | |
| ok Mom, No Spinel | Camp Program | Z 2 | \$185.00 | | |
| Canoe Camp - Have Paddle - Will Travel | Camp Program | N | \$200.00 | | |
| Journey Through Time | Camp Program | NA | \$185.00 | | |
| unselor in Training | Camp Program | NA | \$200.00 | | |
| Fauitonmental Education - Matural Bosinaires | Camp Program | NA | \$150.00 | | |
| Paristration For | T | | | | |
| Late Payment Fee | Preschool Program | N AN | \$150 \$15 after 5-Day Grace Period | | Registration fee is non-refundable |
| 3-Day Sessions | Preschool Program | NA | \$1.840 | \$1880 | First quarter tuition and current quarter tuition is non- |
| 1.000.000.000.000.000 | | | | | refundable |
| 2-Day Sessions | Preschool Program | NA | 51,440 | \$1,480 | First quarter tuition and current quarter tuition is non- refundable |
| Concent Citilian Discount | | | | | 2000000 |

| FY | 1 | 7- | 1 | 8 | R | | d | ø | P | t |
|----|---|----|---|---|---|---|---|---|---|---|
| | - | | • | v | _ | u | w | 5 | - | • |

Beginning Balance

\$ 1,536,962

| Code | Description | | Budget | YTD (06/01/18) | Notes |
|----------------|----------------------|----|-----------|----------------|--------------------------|
| | | _ | | | |
| Receipts: | | | | | |
| 95010001135 | Interest | \$ | 600 | \$ 1,288 | |
| 95010001515 | Project Fund Deposit | \$ | 826,427 | \$ 2,633 | Combined project sources |
| Expenditures | | | | | |
| 95020006101 | Salaries | \$ | 2,500 | \$ - | Subat FP Fen Restoration |
| 95020006850 | Project Fund Exp. | \$ | 1,636,453 | \$ 706,576 | Combined project sources |
| | | | | | |
| Ending Balance | | \$ | 725,036 | \$ 834,307 | |

ADMINISTRATION

| Receipts: | Bu | dget | YTD Actual | Description |
|--------------|----|------------|----------------|-----------------------|
| 95010001135 | \$ | 600.00 | \$ 1,288.00 | Interest |
| | | | | |
| Expenditures | | | | |
| 95020006850 | \$ | 1,900.00 | \$ 1,425.00 | Bond escrow payments |
| 95020006850 | | | \$ 300.00 | RTP grant application |
| | | | | |
| Balance | \$ | (1,300.00) | \$ (437.00) | |

PROFESSIONAL SERVICES

| Receipts: | Budget | YTD Actual | Description |
|--------------|-------------------|------------------|-----------------------|
| 95010001515 | | | |
| | | | |
| Expenditures | | | |
| 95020006850 | \$ 26,434.00 | \$ 9,749.25 | HLR Progress Invoices |
| | | | |
| Balance | \$ (26,434.00) | \$ (9,749.25) | |

CAPITAL EQUIPMENT

| Receipts: | Budget | | YTD Actual | Description |
|--------------|--------|-------------|------------------|-----------------------------|
| 95010001515 | \$ | - | \$ - | |
| | | | | |
| Expenditures | | | | |
| 95020006850 | \$ | 60,000.00 | \$ 5,060.00 | Harris Boiler Replacement |
| 95020006850 | | | \$ 248.10 | Admin. Asst. Desk |
| 95020006850 | | | \$ 1,855.10 | Admin. Asst. Desk (6/19/18) |
| | | | | |
| Balance | \$ | (60,000.00) | \$ (7,163.20) | |

TRAIL IMPROVEMENTS

| Receipts: | Budget | YTD Actual | Description |
|--------------|---------------------------|------------------|--------------------------------|
| 95010001515 | \$ - | \$ - | |
| | | | |
| Expenditures | | | |
| 95020006850 | \$ 21,000.00 | \$ 1,687.33 | IL 47/34 Trail Project Balance |
| 95020006850 | | \$ | Harris Culvert Replacement |
| | The state of the state of | | |
| Balance | \$ (21,000.00) | \$ (2,265.33) | |

ROAD IMPROVEMENTS

| Receipts: | Budget | | YTD Actual | Description |
|--------------|-------------------|----|------------|----------------------------|
| 95010001515 | \$ - | \$ | - | |
| | | | | |
| Expenditures | | | | |
| 95020006850 | \$ 20,000.00 | \$ | • | Road Improvements Conting. |
| | | MA | | |
| Balance | \$ (20,000.00) | \$ | - | |

HOOVER IMPROVEMENTS

| Receipts: | Budget | | YTD Actual | Description |
|--------------|---------------|------|-------------|--------------------------------|
| 95010001515 | \$ - | \$ | - | |
| | | | | |
| Expenditures | | | | |
| 95020006850 | \$ 62,450.00 | \$ | 1,037.50 | Utility Locates (Alarm Cable) |
| 95020006850 | | \$ | 295.01 | Alarm Cable Purchase |
| 95020006850 | | \$ | 26.82 | Alarm Cable - Supplies |
| 95020006850 | | \$ | 597.54 | Alarm Cable Supp Conduit |
| 95020006850 | | \$ | 7,900.00 | Z-Trak Mower Replacement |
| 95020006850 | | \$ | 1,963.50 | Lift Station Inspect - RJ Kuhn |
| 95020006850 | | \$ | 276.00 | Artlip Geothermal Inspect |
| 95020006850 | | \$ | 2,947.00 | Lift Station - Xylem (6/19/18) |
| | | | | |
| Balance | \$ (62,450.00 |) \$ | (15,043.37) | |

HOOVER NATURE PLAY SPACE

| Receipts: | Budget | | YTD Actual | Description |
|--------------|-----------------|------|------------|-----------------------|
| 95010001515 | \$ 50,000.00 | \$ | - | Donations Contingency |
| | | | | |
| Expenditures | | | | |
| 95020006850 | \$ 50,000.00 | \$ | _ | Expense Contingency |
| | | 3100 | | |
| Balance | \$ | \$ | • | |

ELLIS - BAKER WOODS FP

| Receipts: | Budget | YTD Actual | | Description |
|-------------|--------|------------|---|-------------|
| 95010001515 | | \$ | - | |

| Expenditures | | | |
|--------------|-------------------|---------|------------------------|
| 95020006850 | \$ 50,000.00 | \$ - | Roof/Exterior Painting |
| | | | |
| Balance | \$ (50,000.00) | \$ - | |

FOX RIVER BLUFFS FP

| Receipts: | Budget | YTD Actual | Description |
|--------------|------------------|------------|-------------|
| 95010001515 | | \$ | |
| | | | |
| Expenditures | | | |
| 95020006850 | \$ 7,500.00 | \$ - | Tile Survey |
| | | | |
| Balance | \$ (7,500.00) | \$ - | |

PICKERILL-PIGOTT FP

| Receipts: | Budget | | YTD Actual | Description |
|--------------|---------------|-------|-------------|---------------------------------|
| 95010001515 | | \$ | - | |
| | | | | |
| Expenditures | | | | |
| 95020006850 | \$ 33,349.00 |) \$ | 860.00 | Home Inspection |
| | | \$ | 1,964.00 | Radon Mitigation |
| | | \$ | 2,367.00 | Electrical Repairs |
| | | \$ | 9,881.85 | Upland Design (Incl. 6/19/18) |
| | | \$ | 10,014.31 | First Installment - 17 Tax Bill |
| | | | | |
| Balance | \$ (33,349.00 |)) \$ | (25,087.16) | |

HENNEBERRY WOODS FP

| Receipts: | Budget | | YTD Actual | Description |
|--------------|--------|-------------|------------|--------------------------|
| 95010001515 | | | \$ - | |
| | | | | |
| Expenditures | | | | |
| 95020006850 | \$ | 80,570.00 | - | Land Acq./Rest. Project. |
| | | | | |
| Balance | \$ | (80,570.00) | \$ - | |

LITTLE ROCK CREEK FP

| Receipts: | Budget | YTD Actual | Description |
|--------------|-------------------|--------------------|------------------------------|
| 95010001515 | \$ 748,250.00 | \$ 17,250.00 | TCF Appraisal & Grant Reimb. |
| | | | |
| Expenditures | | | |
| 95020006850 | \$ 758,250.00 | \$ 654,743.00 | Land Acquisition and Closing |
| | | \$ 800.00 | ROW Legal Description |
| | | \$ 2,477.39 | Boundary Markers (6/19/18) |
| | | | |
| Balance | \$ (10,000.00) | \$ (640,770.39) | |

MILLBROOK SOUTH FP

| Receipts: | Budget | YTD Actual | Description | |
|-----------|--------|------------|-------------|--|

| 95010001515 | \$ -7 | \$ - | |
|--------------|-------------------|---------|-----------------------|
| Expenditures | | | |
| 95020006850 | \$ 15,000.00 | - | Phase II Arch. Survey |
| | | | |
| Balance | \$ (15,000.00) | \$ - | |

BLACKBERRY TRAILS FP

| Receipts: | ots: E | | YTD Actual | | Description |
|--------------|--------|-----------|------------|---|--------------------------|
| 95010001515 | \$ | 23,177.00 | \$ - Trai | | Trail Improvement Escrow |
| | | | | | |
| Expenditures | | | | | |
| 95020006850 | \$ | 20,000.00 | | - | Trail Imp. Contingency |
| | | | | | |
| Balance | \$ | 3,177.00 | \$ | - | |

MILLBROOK BRIDGE

| Receipts: | Budget | | YTD Actual | Description |
|--------------|--------|--------------|-------------|--------------------------|
| 95010001515 | \$ | - | \$ - | |
| | | | | |
| Expenditures | | | · | |
| 95020006850 | \$ | 400,000.00 | # 100 miles | Removal Project Conting. |
| | | | | |
| Balance | \$ | (400,000.00) | \$ = | |

BUILDING DEMOLITIONS

| Receipts: | Budget | Budget YTD Actual | | Description |
|--------------|-------------------|-------------------|------|--------------------------|
| 95010001515 | \$ - | - \$ - | | |
| | | | | |
| Expenditures | | | | |
| 95020006850 | \$ 30,000.00 | | h := | Removal Project Conting. |
| | | | | |
| Balance | \$ (30,000.00) | \$ | · · | |

NATURAL AREAS RESTORATION

| Receipts: | Budget | | YTD Actual Description | | Description |
|--------------|-------------------|--------|------------------------|--|--------------------------------|
| 95010001515 | \$ 5,000.00 | \$ - (| | | Grant Revenue Contingency |
| | | | | | |
| Expenditures | | | | | |
| 95020006850 | \$ 22,500.00 | | - | | Salary; Mgmt.; Supply Conting. |
| | | | | | |
| Balance | \$ (17,500.00) | \$ | - | | |

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

Kim Olson, Superintendent – Grounds and Natural Resources Marty Vick, Manager – Ellis House and Equestrian Center

RE: Zero Turn Mower Purchase and Trade-In Recommendations

Date: June 13, 2018

The District has received a proposal from AHW, Somonauk, Illinois for the purchase of a new John Deere Z960M Commercial zero-turn mower for \$9,527.98 for Ellis House and Equestrian Center, including trade-in deducts totaling \$5,200 for:

- 1. The District's current 2009 Exmark LZZZ29 (983 hours logged) for (\$3,000)
- 2. The District's Pequea Machine 80P Manure Spreader for (\$2,000)
- 3. John Deere Saber Riding Mower (Hoover) for (\$200)

Recommendation:

District staff recommends consideration of a motion to forward the proposal received from AHW, Somonauk, Illinois for the purchase of a John Deere Z960M Commercial zero-turn mower, including trade-in deducts totaling \$5,200.00, for a total cost not-to-exceed \$4,327.98, to Commission for approval.





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

AHW LLC

705 W. Market Street Somonauk, IL 60552

815-498-2371

ktirevold@ahwllc.com

Quote Summary

Prepared For:

Kendall County Forest Preserve 110 W Madison St Yorkville, IL 60560 Business: 630-553-4131 Delivering Dealer:

AHW LLC

David Christian

705 W. Market Street Somonauk, IL 60552 Phone: 815-498-2371

dchristian@ahwllc.com

Quote ID:

17562873

Created On:

06 June 2018

Last Modified On:

07 June 2018 06 July 2018

Expiration Date:

Equipment Summary

Suggested List Selling Price

Qty

1

Extended

JOHN DEERE Z960M Commercial

\$ 12,374.00

\$ 9,527.98 X

= \$9,527.98

ZTrak

Contract: IL Assoc of County Board Members 18-04-00777 (PG I2 CG 22)

Price Effective Date: June 7, 2018

Equipment Total \$ 9,527.98

| Trade In Summary | Qty | Each | Extended |
|--|-----|-------------|-------------|
| 2009 EXMARK LZZ29 - 852619 | 1 | \$ 3,000.00 | \$ 3,000.00 |
| PayOff | | | \$ 0.00 |
| Total Trade Allowance | | | \$ 3,000.00 |
| PEQUEA MACHINE 80P | 1 | \$ 2,000.00 | \$ 2,000.00 |
| PayOff | | | \$ 0.00 |
| Total Trade Allowance | | | \$ 2,000.00 |
| 2000 JOHN DEERE 2254HV-22HP/54"DECK/ HYDR SAB | 1 | \$ 200.00 | \$ 200.00 |
| PayOff | | | \$ 0.00 |
| Total Trade Allowance | | | \$ 200.00 |
| Trade In Total | | | \$ 5,200.00 |

| Salesperson : X | Accepted By : X |
|-----------------|-----------------|
|-----------------|-----------------|





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580; DUNS#: 60-7690989 ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: AHW LLC

705 W. Market Street Somonauk, IL 60552 815-498-2371

ktirevold@ahwllc.com

| * Includes Fees and Non-contract items | Quote Summary Equipment Total | \$ 9,527.98 |
|--|-------------------------------|---------------|
| | Trade In | \$ (5,200.00) |
| | SubTotal | \$ 4,327.98 |
| | Est. Service Agreement Tax | \$ 0.00 |
| | Total | \$ 4,327.98 |
| | Down Payment | (0.00) |
| | Rental Applied | (0.00) |
| | Balance Due | \$ 4,327.98 |

| Salesperson : X | Accepted By : X |
|-----------------|-----------------|
| | |





Selling Equipment

Quote Id: 17562873 Customer Name: KENDALL COUNTY FOREST PRESERVE

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR): Deere & Company

2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

AHW LLC

705 W. Market Street

Somonauk, IL 60552

815-498-2371

ktirevold@ahwllc.com

JOHN DEERE Z960M Commercial ZTrak

Contract: IL Assoc of County Board Members 18-04-00777

(PG I2 CG 22)

Suggested List *

\$ 12,374.00

| Price Ef | fective Date: June 7, 20 | 18 | | | | | elling Price * \$ 9,527.98 |
|-------------|--|---------|--------------|--------------|--------------------|-------------|-------------------------------|
| | | * Pri | ce per item | - includes F | ees and No | | |
| Code | Description | Qty | List Price | Discount% | Discount Amount | | |
| 2231TC | Z960M Commercial ZTrak | 1 | \$ 11,879.00 | 23.00 | \$ 2,732.17 | \$ 9,146.83 | |
| | | Star | dard Options | s - Per Unit | | | |
| 001A | United States/Canada | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1036 | 24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1504 | 60 In. Side Discharge Mower Deck | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2002 | Fully Adjustable Suspension Seat with Armrests | 1 | \$ 495.00 | 23.00 | \$ 113.85 | \$ 381.15 | \$ 381.15 |
| | Standard Options Total | no safa | \$ 495.00 | | \$ 113.85 | \$ 381.15 | \$ 381.15 |
| | Value Added Services Total | | \$ 0.00 | | | \$ 0.00 | \$ 0.00 |
| | Suggested Price | | | | | | \$ 9,527.98 |
| Total Selli | ng Price | | \$ 12,374.00 | | \$ 2,846.02 | \$ 9,527.98 | \$ 9,527.98 |





Trade-in

Quote ld: 17562873

Customer Name: KENDALL COUNTY FOREST PRESERVE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580; DUNS#: 60-7690989

2009 EXMARK LZZ29

SN# 852619

Machine Details

Description

Net Trade Value

2009 EXMARK LZZ29

\$ 3,000.00

SN# 852619

Your Trade In Description

Lazer Z 2009 model, 29HP Kawasaki engine, 60" deck, looks good, runs good, has 984 hours.

Additional Options

Hour Meter Reading

984

Total

\$ 3,000.00

PEQUEA MACHINE 80P

Machine Details

Description

Net Trade Value

PEQUEA MACHINE 80P

\$ 2,000.00

Stock Number:

Your Trade In Description

looks good, runs good, pto drive, little usage.

PayOff

\$ 0.00

Total

\$ 2,000.00

2000 JOHN DEERE 2254HV-22HP/54"DECK/HYDR SAB

SN#

Machine Details





Trade-in

Quote Id: 17562873

Customer Name: KENDALL COUNTY FOREST PRESERVE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580; DUNS#: 60-7690989

| Description | Net Trade Value |
|--|-----------------|
| 2000 JOHN DEERE 2254HV-22HP/54"DECK/HYDR SAB | \$ 200.00 |
| SN# | |
| Stock Number : | |
| Your Trade In Description | |
| Sabre 22 hp 54" deck | |
| PayOff | \$ 0.00 |
| Total | \$ 200.00 |

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: 2018 Director Goals and Objectives

Date: June 6, 2018

Attachment: 2018 Work Plan

The following 2018 goals and objectives are proposed for the Kendall County Forest Preserve District Director based on the work plan priorities for the District:

Goal 1: Establish public access to forest preserve areas.

- Objective A. Work with Kendall County Highway Department to construct a gravel road and parking area in preparation for cropland conversion, pending trail construction (RTP grant), and trailhead improvements scheduled for 2019.
- Objective B. Complete the master plan for Pickerill-Pigott Forest Preserve including bid specifications for Phase I improvements and possible State capital grant opportunities.
- Objective C. Complete negotiations to acquire an access corridor to Henneberry Forest Preserve.
- Objective D. Complete parking lot and trail head improvements at Little Rock Creek Forest Preserve, and identify maintenance project needs to address visitor safety.
- Objective E. Complete the required Phase II archaeological survey for Millbrook South Forest Preserve.
- Goal 2: Expand natural resource management efforts for control of invasive/exotic species and enhance native plant community diversity.
 - Objective A. Implement the Hoover core prairie and oak-woodland restoration project.

- Objective B. Contract for continued invasive species management and control within dedicated Illinois Nature Preserves (Maramech and Tucker-Millington Fen).
- Objective C. Identify and begin efforts to control invasive species within and surrounding high-quality native-plant remnant communities, including Plants of Concern monitoring areas.
- Objective D. Represent Kendall County Forest Preserve District on the Chicago Wilderness Oak Ecosystem Recovery Group.
- Goal 3: Enhance District marketing efforts and increase program revenues to sustain the District's balanced budget.
 - Objective A. Expand on-line marketing strategies and campaigns for facility rentals, summer camp programs, equestrian center program services, seasonal program offerings, and environmental education school and scout program services.
 - Objective B. Expand public and staff engagement on the District's social media platforms.
 - Objective C. Support Forest Foundation of Kendall County efforts to build a base of support and active participation in Foundation projects.
 - Objective D. Seek competitive bids for the Baker Woods Forest Preserve farm lease agreement.
- Goal 4: Draft and approve baseline administrative, human resource, and organizational documents.
 - Objective A. Complete final position descriptions for the Director and Superintendent positions.
 - Objective B. Complete personnel policies for the District.
 - Objective C. Draft an intergovernmental agreement with Kendall County to outline interagency support, facility use, and interdepartmental support services.
- Goal 5: Leverage outside support to conserve the District's remaining capital fund resources.
 - Objective A. Examine opportunities for reducing costs and leveraging outside support for preserve improvement projects.

- Objective B. Identify and secure grant resources for addressing natural resource management needs and strategies.
- Objective C. Support Forest Foundation of Kendall County efforts to build a donor base and secure outside grant funding for preserve enhancement projects.
- Goal 6: Address the 2018 Work Plan Goals and priority capital infrastructure projects and equipment replacement needs for the District.
 - Objective A. Complete permitting and development of bid specifications for the proposed demolition of Millbrook Bridge.
 - Objective B. Complete competitive bidding for the replacement of the lift station pumps, and other needed maintenance projects, for Hoover Forest Preserve.
 - Objective C. Complete competitive bidding for the roof replacement and exterior painting and sealing of the Ellis House.

Kendall County Forest Preserve District 2018 Work Plan DRAFT - WORKING DOCUMENT FOR REVIEW AND DISCUSSION 13-Jun-18

Increase School Program Offerings and Enrollment

Increase and Diversify Public Program Offerings and Enrollments
Professional Development, Training, and Pilot Program Development

| 13-Jun-18 KENDALL COUNTY FOREST PRESERVE DISTRICT - 2018 WORK PLAN (DRAFT | 1 |
|---|---|
| PROJECT GOALS | <u>, </u> |
| ADMINISTRATIVE PROJECTS | |
| Complete Position Description Updates | |
| KC-KCFPD IGA Development | |
| KCFPD Personnel Policy Development | |
| KCFPD Final Position Descriptions (Executive Director and Superintendent) | |
| ncrease Reservation and Registration Systems Support (Env. Ed) | |
| Pickerill Property Taxing Body IGA & Abatement Request | |
| Farm Lease Agreement Bidding | |
| Millbrook Bridge Bid Specifications Asphalt Repair & Replacement Bid Specifications | |
| CAPITAL PROJECTS & PRESERVE IMPROVEMENTS | |
| ittle Rock Creek Acquisition Project | REAL DECYMAN |
| ittle Rock Creek Acquisition Project ittle Rock Creek Public Access and Trailhead Improvements Project | |
| Pickerill-Pigott Forest Preserve - Master Planning and Public Access Bid Specifications | |
| Fox River Bluffs - Cost Estimation & RTP Trail Grant | |
| Arachaelogical Surveys (MS (Phase II); LRC (Phase I); FRB (Phase TBD) | |
| Millbrook Bridge Permitting and Disposition Project | - |
| Hoover Railway Crossing Project | |
| Hoover Water System Repairs & Improvements | |
| Meadowhawk Lodge & Bunkhouse Staining Project | |
| Meadowhawk Lodge Fireplace Conversion | |
| Hoover Nature Playspace Project (Phase II) | |
| Bunkhouse Crawlspace Insulation and Sealing | |
| amily Campsite Conversion | |
| Harris Shelters 1 and 4 Preventative Maintenance | |
| Asphalt Assessment and Repairs Project (All Preserves) | |
| Illis House Roof and Exterior Painting Project | |
| Pasture Shelter and Arena Ramp Installation | |
| Baker Woods Ag. Field Tile Repair | |
| Building Demolition Planning (Hoover; P&P Rt. 52) | |
| IATURAL AREA MANAGEMENT & RESTORATION PROJECTS | |
| loover Community Challenge Grant Project (FF) | |
| Idamain-Schaefer Road Fen Restoration Project | |
| ucker-Millington Fen (Rest. Mgmt. & Burn Plan) | |
| roject Maramech - Honeysuckle Clearing | |
| BG Plants of Concern - Workshop & GIS Mappping | |
| hicago Wilderness Oak Ecosystem Corridor Recovery | |
| | |
| lenneberry Forest Preserve Rest. & Mitigation | |
| llis Farm Pond Restoration Project (LyondellBasell Work Day) | |
| loristic Quality (PoC) Survey - Henneberry & Maramech FP | 853 |
| QUIPMENT PURCHASES AND REPAIRS | |
| oover Capital Projects and Purchases (Exhibit) | |
| iding Mower Replacement/Purchase (Hoover/P&P) | |
| oover Well House and Residence Backup Generators | |
| loover Tractor Repairs (TBD based on cost estimate) | |
| Multi-purpose Trail Maintenance Equipment (Research Options) | |
| LLIS HOUSE AND EQUESTRIAN CENTER Increase Event and House Rentals | |
| | |
| xpand and Enhance Events (Family Fun Nights; Bridal Expo; 5K) Thance Website Appearance and Functionality | |
| rain District Staff to Expand Social Media Presence | |
| xpand and Enhance Equestrian Center Programming | |
| NVIRONMENTAL EDUCATION DEPARTMENT | |
| crease Summer Camp Registrations | |
| perasa School Program Offerings and Enrollment | |

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Marketing through "The Knot" Online Wedding Guide—Standard Storefront

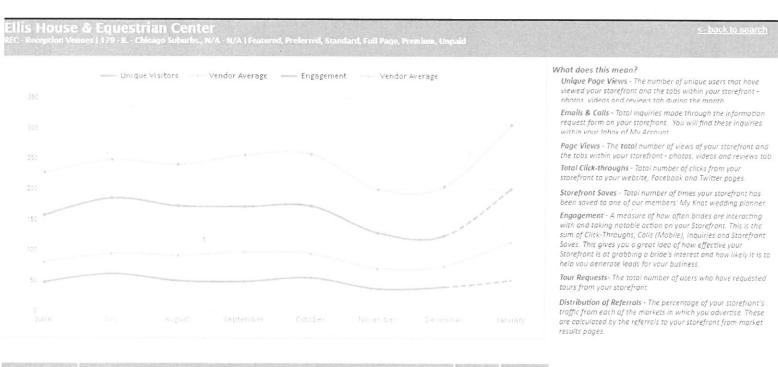
The District's "Standard" placement with "The Knot" will be renewed month-to-month after 6/1/18 at \$250 per month.

The District received 1,594 page views between 6/1/17 to 1/31/18, exceeding vendor average by 100 + views.

Tina Villarreal, Ellis House and Equestrian Center Events Coordinator reported that one wedding event was directly attributed to the District's web presence in this past year.

During the June Operations Committee meeting, a motion was made to forward the District's month-to-month subscription renewal, which can be cancelled at anytime, to the Committee of the Whole for discussion.

District staff recommends continuing with the subscription for an additional 3-months to continue discussions, and evaluate whether or not the storefront platform is helping to steer potential clients to the District's event venues.



| | | JUL | | | | NOV | DEC | Month-to- Date | | VENDOR AVG |
|------------------|----------|------------|-----------|-----------|-----|-----|----------|-------------------|-----------|---------------|
| Jnique Visitors | 158 | <u>186</u> | 173 | 172 | 173 | 129 | 124 | 201 | 1316 | 1,944 |
| Engagement | 48 | 62 | 50 | 49 | 55 | 37 | 40 | 51 | 392 | 720 |
| Clickthroughs | 29 | <u>43</u> | 29 | <u>36</u> | 41 | 24 | 27 | 41 | 270 | 442 |
| Storefront Saves | <u>5</u> | 14 | 4 | 4 | 6 | 9 | Z | <u>6</u> | <u>55</u> | 119 |
| Messages & Calls | 13 | <u>5</u> | <u>15</u> | 9 | 8 | 4 | <u>6</u> | 4 | <u>54</u> | 146 |
| Tour Requests | 1 | 0 | 2 | 0 | N/A | N/A | N/A | N/A | 3 | 13 |
| age Views | 199 | 219 | 217 | 221 | 201 | 169 | 138 | 230 | 1594 | 2,539 |