To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: November 2017 Director's Report

Date: December 13, 2017

Meetings, Events, and Programs

November 16	Oak Ecosystem Mapping Workshop at The Morton Arboretum
November 17	Forest Foundation Meeting @ Pickerill-Pigott Forest Preserve
November 20	Meeting with Kyle Connell, Baker Woods Farm Operator
November 29	Henneberry Post-Planting Inspection
December 5	ZPAC Meeting
December 5	KC Highway Pre-Clearing Inspection - Freeman Forest Preserve
December 5	Bunkhouse Utility Inspections
December 7	Ellis Staff Retreat – 2018 Work Plan Development
December 8	Meeting with SemperFi Land, Inc Change Order Review
December 13	Private Utility Locate at Hoover Forest Preserve
December 14	Herbicide Operator's Training

Priority Project Updates

Hoover Bunkhouse Alarm Monitoring Cable Replacement

The District is working to complete the installation of the new conduit line between the Kingfisher and Blazing Star bunkhouses next week. Utility locates, including GIS mapping of utility locations, and excavation work will be completed by end of day Wednesday, December 12 in preparation for underground boring and conduit installation that will be completed either next week, or the week of January 8, 2018. Open pits will be temporary covered over with plywood and traffic cones until filled.

Project material cost projections are lower than the estimated \$2,500. Jeff Wehrli Excavating is assisting with the required excavation work, with TT Technologies, Inc. of Aurora will complete the underground boring and conduit installation work. District staff will core openings for the 1.5" conduit lines in the bunkhouse foundations, and install the monitoring line cable once the conduit line is in place. Wire Wizard will complete the installation of the new line connection to the existing monitoring equipment.

2017 Farm Lease Yield Payments

Crop harvest has been completed for all leased preserve areas. The District has submitted a yield payment estimate and invoice to Dan and Don Roberts for \$4,107.00 based on combine harvest data. The District is waiting to receive yield calculations for the Mathre farm lease agreement.

Pickerill-Pigott Forest Preserve

Results of the home inspection have been sent electronically to Commission, with the summary report included in Commission packets.

Radon testing was performed, with mitigation proposals presented for discussion at the Committee of the Whole meeting.

In addition to radon mitigation, there are some electrical system code issues that will need to be addressed. Riemenschneider Electric has completed an inspection and will be submitting a proposal for consideration.

Two internal candidates have submitted letters of interest in the Pickerill-Pigott Resident – Grounds Maintenance position openings, with interviews to be scheduled in early 2018.

The District has been approached by Chris Wilson who is in the process of purchasing the privately held property conterminous with the northern boundary line of Pickerill-Pigott Forest Preserve. Mr. Wilson has indicated an interest in improving the preserve's entrance drive, including widening the drive with new asphalt paving, and installation of electronic driveway access gate in exchange for the District's granting of an access easement to a new home site. With Commission direction, this concept can be further explored as part of the master planning effort for the preserve.

FY 17 WIPFLI CPAs Audit

The District has received a request for responsive documents for the FY 17 audit for upload by January 3, 2018. No challenges are anticipated with meeting the requested timeframe.

Little Rock Creek Forest Preserve - LWCF-OSLAD Grant Management

The District is waiting to receive notification of the certification of the appraisal and fair market value from the Illinois Department of Natural Resources, and notice to proceed with extending an offer for purchase to The Conservation Foundation. The Board of Commissioners will be copied as communications are received.

Forest Foundation of Kendall County Updates

The Forest Foundation of Kendall County approved the appointment of Ken Pickerill as an Honorary Director. The Forest Foundation also approved the submission of a preliminary Community Service Grant Program application to the Illinois Clean Energy Community Foundation to support a \$28,000 restoration initiative for Hoover Forest Preserve.

Henneberry Forest Preserve Tree Mitigation and Restoration Project

Tree and shrub planting, broadcasting of cover crop and seed mixes, and browse-control corrals have been completed. District staff completed an inventory and post-completion inspection of all planted materials. SemperFi Land, Inc. has requested District consideration of a change order discounted from their submitted unit prices for additional woodchip mulch and corral fencing installed as part of the restoration project that will be presented to the Committee of the Whole for discussion. A supplemental planting effort will take place in fall 2018 to complete the project, with a temporary contract deduct taken based on the actual perennial, tree, and shrub inventory.

Respectfully submitted.

David Guritz, Director

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TOTAL FOREST PRESERVE

\$3,842,099.63



ILLINOIS COMMERCE COMMISSION

United City of Yorkville, Illinois, a municipal corporation, Petitioner,

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Illinois Railway, LLC 430 West Madison Street Ottawa, Illinois 61350

And

Illinois Department of Transportation,

And

OmniTRAX 252 Clayton Street Fourth Floor Denver, Colorado 80206, 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.

TO ALL COUNSEL OF RECORD:

NOTICE OF HEARING

Notice is hereby given that the hearing on the above entitled matter is scheduled for **January 11**, **2018** in Chicago, Illinois, at the offices of the Commission, State of Illinois Building, 160 North LaSalle Street, 8th Floor - Reception Area, at the hour of **11:30 a.m.**

Proposed Exhibits must be Served on Staff and all Parties at least one week prior to the Hearing.

Entered: December 7, 2017

T16-0003

SERVED

OR BY MAIL

ELECTRONICALLY

Latrice Kirkland-Montaque Chief Administrative Law Judge Review & Examination Program

LKM:rsc

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tgibson@omnitrax.com

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Ellis Lesson Horse Lease Agreement – "Jinxie Jo"

Date: December 13, 2017

A draft horse lease agreement was presented to Commission for approval on November 21, 2017, with a motion to defer discussion to the Committee of the Whole.

Commission discussed concerns including whether the District should enter into lease agreements for lesson horses, flexibility of the proposed 24-7 inspection provisions, liability provisions within the proposed agreement including costs above routine health care, and the amount the District would need to pay the owner in the event of horse death.

District staff recommends continuing discussion of the proposed horse lease agreement with Grace Klein of Sublette, Illinois who is currently employed as a Horsemanship Instructor.

Under the revised lease agreement, the District will only cover costs for feeding and routine medical care including regular immunizations, veterinary examinations, and farrier care.

Under the proposed lease agreement, the lease will be terminated if a situation requires more significant medical intervention(s), with the cost(s) for the required or elective care covered by the Owner. In the event of horse death, the District would be responsible for paying the owner a sum of \$1,000.00.

The proposed agreement includes a 30-day trial period. The Owner reserves the right to inspect the District's facilities while the horse is leased to the District, and reserves the right to suspend the lease for pre-scheduled personal use with advanced notification, where the leased horse will be taken off site and returned by the Owner, with the Owner assuming full responsibility for the horse during those times that the horse is transported off District property.

Recommendation

Following Committee of the Whole discussion, consider a motion to forward the proposed lesson horse lease agreement with Grace Klein of Sublette, Illinois, including a 30-day trial period, commencing on or around January 15, 2018 to Commission for consideration.

Kendall County Forest Preserve District Equine Lease Agreement – "JINXIE JO"

This agreement entered into on the ___ day of ____, 2018, between Grace Klein (hereinafter "Owner") with a permanent address of 1329 Saint Marys Road in Sublette, Illinois 61367, and the Kendall County Forest Preserve District – Ellis House and Equestrian Center (hereinafter "District") with a business address of 110 West Madison Street in Yorkville, Illinois 60560.

WITNESSETH: Owner does hereby lease to District and District does hereby lease from the Owner, the 12-year old black mare lesson horse known as "Jinxie Jo". The lease shall be for a period of undetermined months, beginning no earlier than the 15th day of January, 2018.

Owner agrees to extend a thirty-day trial at the start of this lease. If the District determines that the lesson horse meets the requirements for use within its equine programs at Ellis House and Equestrian Center, the lease will continue until terminated by either party.

If the District determines that the lesson horse does not meet the requirements for use within its equine programs, said horse will be secured and transported by the Owner in a timely manner, and no later than two-weeks following notification of lease termination. Both the owner and District hold the right to terminate this lease at any time with a minimum of one-week notice (5-business days), with notification provided in writing to either party.

Owner reserves the right to temporarily suspend the lease of the lesson horse for personal use, and remove said horse from the District's property. The Owner shall provide a minimum notice of two weeks preceding the temporary suspension to the District or District's representative, including the exact dates that the horse will be relocated from District property for the Owner's personal use. While the horse is absent from the District's property, the Owner assumes all liability and responsibility for any injury to person or property for the duration of the temporary suspension.

In exchange for the District's exclusive use of the lesson horse during the period of this lease, the District does hereby agree to assume all liability for the care and use of the lesson horse within District programming, and agrees to pay all normal and necessary expenses for the care of said horse consistent with the practices of good animal husbandry, including but not limited to board, worming, routine veterinary expenses, and routine farrier expenses.

In the event of any unforeseen and significant circumstance impacting lesson horse health while the lesson horse is under the care and control of the District that would require additional health care intervention(s) beyond all normal and necessary care expenses, the District will contact the Owner to inform her of the situation up to and including termination of the lease agreement.

The District warrants that it has inspected said horse and agrees to accept said horse in its present condition. Hauling said horse is at the responsibility of the Owner. At the time of arrival, Owner must present a current Coggins and paperwork of all UTD vaccines.

Owner shall have the right at any time, in person or by authorized agent, to enter the District's premises to inspect the lesson horse to evaluate care and health of the lesson horse. Title and ownership of the leased lesson horse is, and shall remain in the name of the Owner. The District shall not sell, or otherwise encumber the Owner's leased horse in any manner whatsoever. The District shall not assign this lease or sublease the Owner's lesson horse.

DRAFT FOR COMMITTEE OF THE WHOLE REVIEW: 12-13-2017

The Owner hereby gives consent for the lesson horse to be used by the District to support its equine programs. This includes, but is not limited to use of said horse in riding lessons, birthday parties, and camps.

Should the District encounter instance(s) where the leased lesson horse is missing, lost, injured, sick, or dead, at any time, the District shall immediately notify Owner by both telephone and email communication. In the event of the death of the horse, the District shall arrange for rendering services and compensate the Owner for the loss in amount of \$1,000.00.

Owner shall not hold District liable for any serious injury or death of the horse arising from events not resulting from negligence on the part of the District or the District's agents. The District shall hold the Owner harmless for any injury to persons or damages to any property caused by, or resulting from District's programmed use of the leased lesson horse.

No modification of this lease shall be binding unless in writing and executed by the parties hereto.

The undersigned Owner and District accept the terms and conditions of this lease and acknowledge receipt of a fully executed copy of the agreement.

District:	Date:
Owner:	Date:

To: Kendall County Board of Commissioners- Committee of the Whole

From: Emily Dombrowski, Education Program Manager

RE: Making Maple Magic Fees and Charges

Date: December 6, 2017

This will be our third year holding our Making Maple Magic program at Hoover Forest Preserve. In 2016, we had 18 participants attend the program. In 2017, we had 43 people attend the program. This year, we are hoping to have 60 people attend Making Maple Magic. During this program participants take a guided hike through the woods at Hoover Forest Preserve to learn all about the basics of making maple syrup. After the hike, they enjoy a pancake breakfast with real maple syrup! The program will be \$7 per person.

To: Kendall County Board of Commissioners- Committee of the Whole From: Emily Dombrowski, Environmental Education Program Manager

Re: Making Maple Magic Budget: Fees and Charges 6-Dec-17

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To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

Kim Olson, Superintendent

RE: Proposed Change Order Based on Post-Completion Inspection Report and Meeting

Outcomes

Date: December 12, 2017

November 29, 2017 Phase I Post-Completion Inspection Report – SemperFi Land, Inc.

A meeting was held with SemperFi Land, Inc. on December 8, 2017 to review additional materials and bid-form unit costs submitted confirmed by the District's post-completion inspection of the restoration area. Additional fencing (189.67 linear yards) and mulch (89 cubic yards) was installed by the contractor to complete the project.

Based on discussions, SemperFi Land, Inc. is requesting District consideration of a change order total representing 50% of the additional material installed per unit cost calculations in the amount of \$3,803.77 (report attached).

District staff is recommending Committee of the Whole consideration and direction for the \$3,803.77 change order based on the following:

- 1. District field measurements have confirmed the additional scope of work performed.
- 2. District staff agrees with the contractor that the additional mulch material will result in better retention of soil moisture and planted stock survivorship.
- 3. District staff agrees with the contractor that the additional spacing of planted material will result in reduced competition and growth potential of the planted stock.

KENDALL COUNTY FOREST PRESERVE DISTRICT

PROJECT #17-03-001 - Phase I Post Completion Inspection Report - Field Inspection

Worksheet

EXHIBIT D - CORRAL DIMENSIONS- 11-29-17

3,125 linear feet

		/*	3,123 Illiedi leet
	REVISE	REVISED ORDER	SFLI Submitted Estimate: 1,041.67 linear yards (3,125 linear feet)
Corral Number	Fencing Perimeter (ft.)	Area - Square feet	Linear Feet Installed (Circumference)
4	275	4,727	306
5	275	4,727	310
7	275	4,727	278
8	275	4,727	304
6	275	4,727	390
10a	138	1,190	292
10b	138	1,190	274
11	275	4,727	319
12	275	4,727	296
Total Perimeter and Area (sq. ft)	2,201	35,466	2769

2200 LF (Bid Specifications)

923 Total Linear Yards

189.67

PROJECT #17-03-001: HENNEBERRY WOODS FOREST PRESERVE TREE MITIGATION AND PRAIRIE-SHRUBLAND RESTORATION PROJECT

SemperFi Land, Inc. - Installed Materials Report and Calculations

Per SemperFi Land Inc. Attached are the purchase receipts for the deer fence we installed. As you will see on the receipts, we purchased 32 rolls @ 100 If each. We have 1 partial roll left that is about 75% full. Which gives us a total of 308.3 linear yards at the reduced linear yard rate of \$20.31.

Along with the increasing the size of the corals we installed 89 additional cubic yards @ \$52.00 per cubic yard.

923 linear yards @ \$20.31 linear yard installed (per material credit) = \$18,746.13 408 cubic yards @ \$52.00 per cubic yard installed (per unit price submitted) = \$21,216.00

SemperFi Purchase Receipts Summary

Qty. 32 - Heavy Duty Deer Fence (7' X 100') \$39.99 each (SKU: 172-1215) Qty. 217 - 5/8" X 20' Re-bar (#5) \$ 9.35 each (SKU: 183-1139)

Bid Specifications - Fencing

6-foot Class 1 coated galvanized steel woven-wire horse fencing enclosures

Contractor is responsible for the construction of twelve – horse fence corrals with six foot fence height for browse protection. Perimeter fencing is to be a woven-wire Class 1 coated galvanized steel, preferably installed with a minimal number of sections, and using nine foot 5/8" rebar post lengths installed to a depth of 36-inches, with a post installed every eight (8) feet along the corral perimeter.

Bid Specifications and Unit Cost Pricing:

733.33 linear yards (2200 ft. total perimeter/3=733.33 linear yards)
Unit cost per linear yard installed fencing corral:
733.33 linear yards X \$21.50 submitted unit cost installed per linear yard = \$1

Fencing Contract Cost Difference: \$2,979.54

\$15,766.59

Bid Specifications – Wood Chip Mulch

Wood chip mulch add-alternate.

Bidders will include add-alternate pricing for purchase and installation of woodchips around all tree and shrub containers in the following quantities with noted exclusions:

- o 10 cubic feet per stem for 5-gallons and 15-gallon tree and shrub containers
- 2 cubic feet per stem for 1-gallon tree and shrub containers
- Total estimated volume: 8,250 cubic feet (5/15 gal) + 350 cubic feet (1 gal)
 = 319 total cubic yards.

- No dyed wood chips; cypress or cedar
- Unit price cost per cubic yard installed

Bid Specifications and Unit Cost Pricing: 319 cubic yards @ \$52.00 per cubic yard installed = \$16,588.00

Mulch Installation Contract Cost Difference: \$4,628.00

Installed Materials Total per Unit Costs: \$7,607.54

KCFPD-Henneberry FP Restoration and Mitigation Project PROJECT #17-03-001 - Inventory Temporary Billing Deduction

7-Nov-17

Contract Deduct Calculations Worksheet

Pre-planted inventory deductions

Species (latin)	(latin)	Sp. Common	Size	Quantity	Unit Price Installed	Total	Notes
Quercus	imbracaria	Shingle Oak	5 gal	21	\$52.00	\$1,092.00	\$1,092.00 Per field inspection of inventory.
Malus	ioensis	Prairie Crab Apple	5 gal	30	\$52.00	\$1,560.00	\$1,560.00 Per field inspection of inventory.
Euonymus	atropurpureus	American Wahoo	5 gal	15	\$52.00	\$780.00	\$780.00 Per field inspection of inventory.
Various sp. per inventory	intory	Var.	32-flat	32.31	\$100.00	\$3,231.00	\$3,231.00 Current based on 10/25/17 field inventory (Sheet 1)
5- and 15-gallon Pr	re-planted Plug C	redit - St. Aubin Nurser	y Credit TBD v	vith Paymer	nt Based on Genesis Nu	rsery Spring	5- and 15-gallon Pre-planted Plug Credit - St. Aubin Nursery Credit TBD with Payment Based on Genesis Nursery Spring Shipping Order and Inventory
							Contract deduct based on contract unit pricing of \$100 per
Pre-planted 5 and 15-gallon container deduction	!5-gallon containe	er deduction	32-flats	61	\$100.00	\$6,100.00	\$6,100.00 Gredit nending field inventory to be performed in line 2017
							for emergence.
Fencing Material a	nd Wood Chip Ins	Fencing Material and Wood Chip Installation Change Order	,				
				733 33	\$21.50 per linear yard		\$39.99 per 100' for black polypropolene v/s \$79.68 per 100'
Accepted fencing alternate	ternate	100 010	1 linear yd.	linear	installed less the material savings per	-\$872.66	-\$872.66 savings. Actual final credit TBD based on field
				yards	linear yard		measurements.
				Total	Total Contract Deducts	\$11,890.34	一日 一日 日本
Planted Inventory Contract Additions	Contract Addition	SI					
Species (latin)	(latin)	Sp. Common	Size	Quantity	Unit Price Installed	Total	Notes
Rosa	setigera	Illinois Rose	5 gal	13	\$44.00	\$572.00	\$572.00 Accepted 13 additional units at contract unit pricing
Carpinus	caroliniana	Hornbeam (Musselw	15 gal	3	\$148.00	\$444.00	\$444.00 Accepted 3 additional units at contract unit pricing
				Total C	Total Contract Additions	\$1,016.00	THE REAL PROPERTY OF THE PARTY

Contract Credit to be Applied	
to fall 2018 supplemental	\$10,874.34
planting project	

SemperFi - Henneb	erry FP Restorati	SemperFi - Henneberry FP Restoration Project Contract Payment Status
Total Contract	\$196,087.00	
Payment 1	\$89,724.50	\$89,724.50 Paid in April 2017
Payment 2 - Nov	\$16,588.00	\$16,588.00 Contract Add Alternate- Wood Chips Installation
Payment 7 - Nov	\$ 50 300 80	\$71,824.50 Less Contract Temporary Credit Total of \$12,619.66 to be
r ayment 2 - NOV	433,204.04	Applied to fall 2018 supplemental planting
Payment 3	\$12,619.66	\$12,619.66 Contract balance TBD based on fall 2018 supplemental planting
Payment 3 - 10%	\$17,950.00	\$17,950.00 Project contingency payable in November 2018

Please submit a progress invoice for payment for \$75,792.84 payable in November, 2017. Invoice can be submitted electronically to kcforest@co.kendall.il.us for processing.

To: Kendall County Forest Preserve District – Committee of the Whole

From: David Guritz, Director

RE: Pickerill-Pigott House Inspection and Follow-Up Services

Date: December 13, 2017

Discovery Inspection Services of Oswego completed a full inspection of the Pickerill House. The inspection included testing for radon. Radon levels were slightly above permissible exposure limits and require mitigation.

Overall, the condition of the house is good, with only a few minor issues to be addressed prior to occupying the house for use as a primary residence for the Pickerill-Pigott Grounds Maintenance position.

Riemenschneider Electric completed a follow-up inspection of the house's electrical system, and will submit a quote for improvements including installation of additional breakers for doubled-up wiring, installing ground wires, installation of GFI outlets in all washroom areas, and recommendations for electrical heating units that did not appear operable during the initial inspection.

Fire and carbon monoxide detectors will be installed on all floors.

Two radon mitigation firms located in Oswego have extended quotes for installation of a basement air venting system and installation of a vapor barrier, with quotes presented to the Committee of the Whole for consideration.

The proposal from Guardian Radon Mitigation and Electrical Services includes installation of a single radon venting system with two suction points in the basement including installation of a crawl space vapor barrier for \$1,964.00, with in-house, low-cost follow-up testing performed post installation to determine whether an additional second active venting system is warranted for an additional \$1,289.00, for a total potential cost of \$3,253.00.

The proposal from Trinity Electrical & Radon Mitigation Services includes two active suction points in the basement, a secondary suction point in the basement crawl space, installation of a crawl space vapor barrier, and installation of secondary suction points for two slab-on-grade rooms, with a guarantee to drop radon levels below the 4.0 pCi/L action level for a total cost of \$3,450.00, plus a 3rd party post-completion testing charge of \$250.00.

Staff will move forward with direction(s) received from the Committee of the Whole following review of the two proposals.

451 Burr Oak Dr. Oswego, IL 60543

630-768-9836



Date	Estimate #		
12/12/2017	1955		

Name / Address

Fox Valley Forest Preserve 6350 A Minkler Rd. Yorkville, IL

Project

	Description	<u>O</u> ty	Rate	Total
	Installation of active radon mitigation system, basement floor crack sealing, color matching downspout for exterior exhaust point (brown)		1,239.00	1,239.00
	Encapsulation of gravel crawl space using 6 mil, cross laminate, polyethylene sheeting plus 2nd suction point		675.00	675.00
	Brick exterior		100.00	100.00
N. S. C.	Illinois Radon Tag		50.00	50.00
	Municipal/Government Discount		-100.00	-100.00
L				
			Total	

451 Burr Oak Dr. Oswego, IL 60543

630-768-9836



Date	Estimate #		
12/12/2017	1955		

Name / Address

Fox Valley Forest Preserve 6350 A Minkler Rd. Yorkville, IL

Project

Description	Oty	Rate	Total
Additional Notes: Our professional recommendation is to install (1) radon system for this property and retest to verify new levels. If it merits further reduction technique, there would be an additional active radon system installed. If so, please add \$1289 to the cost of the estimate. **Client to clear basement perimeter prior to installation; clear crawl space to allow for encapsulation *There is a 3% fee added for credit card transactions			
		Total	\$1,964.00

David Guritz

From:

Guardian Radon Mitigation & Electrical Services [1guardian@comcast.net]

Sent:

Tuesday, December 12, 2017 11:57 AM

То:

David Guritz

Subject:

Guardian Radon Mitigation & Electrical Services - Estimate for your review @ 6350 A Minkler Rd.

Yorkville, IL

Attachments:

FoxValleyForestPreserve_6350MinklerRdA_Yorkville_Estimate.pdf

Dave/Kim,

Thank you for the opportunity to review your upcoming project. We've included in the estimate parts, labor and any applicable State fees necessary to ensure a code compliant, functional system. As discussed with Dave, our professional recommendation is to install (1) active radon mitigation system, and then conduct a subsequent post test for measurement levels. In the event additional mitigation would be needed, we would install a 2nd active radon mitigation system if the home merits the additional work. **This is a pragmatic, cost effective approach for this particular building.**

As for radon testing ~ it requires radon testing independent of the mitigation professional. In the case of testing after the system is installed, the Forest Preserve District would have the ability to test on their own, with measurement kits to get the new levels. The school districts are allowed to do testing the same way. These kits are available at the County Health Department and are very inexpensive. If you find favorable results, you can follow up with Discovery Home Inspections and they will then utilize their monitors to conduct a professional retest. That would resolve all. In the event further mitigation measures need to be taken (as in the estimate) we would install the 2nd radon system and the property would then need to retest again.

Lastly, a bit about our organization that you may not be familiar with. Christopher Bice, is our Owner and a licensed Radon Mitigation Professional. He is personally onsite as an installer and foreman for each and every job and has installed thousands of systems himself. This is a very unique set-up in our profession. Chris is a 45 year resident of the Village of Oswego, proud graduate of OHS and is committed not only the Village but the entire Fox Valley region. He often will run into homeowners and professionals that he has met along the way at any time during a festival, dinner out or simply at the grocery store! He has well over 20 years construction experience along with his team of seasoned professionals. If you and your committee have not had a chance, please check us out online, we have several reviews over the years about our organization and we would welcome the opportunity work with everyone.

Sincerely,



FRINITY ELECTRICAL & RADON MITIGATION SERVICES

ELECTRICAL & INDOOR CLEAN AIR SPECIALISTS LICENSED - BONDED - INSURED

Kendall County Forest Preserve 110 West Madison Street Yorkville, IL 60560 Attn: Dave Guritz

December 12, 2017

Proposal # 30767

Re: 6350 Minkler Road A Yorkville, IL 60560

We are pleased to submit the following proposal for your consideration.
All work specified shall comply with the *National Electrical Code & IEMA (IDNS Adopted Rule, 32 IAC422 Mitigation Standard)*

Price quoted includes labor and material:

- Installation of an Active Soil Depressurization Radon Mitigation System
- (2) Primary suction points located in unfinished basement
- Installation of secondary suction point in gravel crawl space
- Encapsulate gravel crawl space with 6mil vapor barrier secured to walls and columns
- Seal barrier around perimeter and at all seams
- Installation of additional secondary suction points for (2) slab on grade rooms
- Installation of secondary suction points for block wall depressurization
- Route vent pipes to exterior points of home
- Mount (2) Radon Away SF180 flush mount system fans at exterior points of home
- Install 3"x4" brown down spout for exterior vent stacks
- Seal accessible expansion joints, cracks and perimeter of basement as necessary
- Seal all new penetrations into home
- Installation of u-tube manometer at primary suction points
- Installation of IEMA State Radon Tag
- Guaranteed to drop radon level below Illinois 4.0 pCi/L action level
- 5-year warranty stays with home

Total investment \$3450.00

- Terms: Payment due upon completion of work
- We accept all credit cards, checks or cash (all credit card transaction subject to 3-5% processing fee)
- Proof of insurance, license and workers compensation available upon request
- Please send all available radon pre and post test results to josiah@tesyes.com
- Any extras can be easily added but will require a change order at time of service
- Please have any items pulled away from unfinished walls and crawl space cleared of debris to allow enough working space
- 3rd party posttest can be added for \$250.00

Estimate Accepted By:	
Print Name:	Date:
AND	Page 1 of 2



TERMS AND CONDITIONS OF TRINITY ELECTRICAL SERVICES, INC.

- 1. QUOTATION. A quotation by Trinity Electrical Services, Inc., not accepted within 30 days is no longer binding, or if notice of revocation of quotation is provided to Customer prior thereto, unless otherwise provided. Estimates are based upon prevailing wages, the anticipated hours of work and cost of materials and supplies necessary to complete work in accordance with preliminary plans and specifications and are not binding upon Trinity Electrical Services, Inc. unless a firm quotation has been issued.
- ORDERS. Orders regularly entered, verbal or written, cannot be canceled except upon terms that will compensate Trinity Electrical Services, Inc. against all costs, expenses and losses incurred by Trinity Electrical Services, Inc..
- 3. PRODUCTION SCHEDULES. When necessary or required, schedules will be established and adhered to by the customer and Trinity Electrical Services, Inc., provided, that neither shall incur any liability or penalty for delays due to state of war, riots, civil disorder, fire, strikes, accidents, action of government or civil authority, any act of God, or any other causes beyond the control of the customer or Trinity Electrical Services, Inc. Any delays due to the customer or its agents shall automatically extend the completion date by a like amount of time. Any costs incurred by Trinity Electrical Services, Inc. due to customer delays, other than the foregoing causes beyond the control of the customer shall be billed to customer at Trinity Electrical Services, Inc.'s current rates.
- 4. TERMS. Payment shall be net cash, 10 days from the date of invoice, subject to credit approval, or unless otherwise provided for in writing. If credit is not approved, payment shall be due upon demand by Trinity Electrical Services, Inc. All payments not tendered when due shall bear interest at the rate of 1 1/2% per month until paid. All payments shall be applied first to the reduction of any and all accrued and unpaid interest and the balance to the reduction of principal until payment, in full, shall be made pursuant to this Agreement. As security for payment of any sum due or to become due under the terms of this or any other agreement with the customer, customer acknowledges. Trinity Electrical Services, Inc.'s right to have a lien upon customer's real property where Trinity Electrical Services, Inc.'s work occurred. Customer hereby acknowledges and agrees that it shall pay any and all costs and expenses relating to the collection of all payments due hereunder, if any, and there shall be allowed and included as additional indebtedness in any judgment relating to the collection of payments due hereunder, all expenditures and expenses which may be paid or incurred by Trinity Electrical Services, Inc., including, but not limited to, actual attorney's fees and court cost. Trinity Electrical Services, Inc. is not responsible for permit, or fees related to inspections
- 5. WARRANTY, Trinity Electrical Services, Inc. WARRANTS THAT THE GOODS AND SERVICES SOLD HEREUNDER WILL CONFORM TO THE DESCRIPTION ON THE FACE HEREOF, WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP, AND WILL BE OF Trinity Electrical Services, Inc.'s STANDARD QUALITY. Trinity Electrical Services, Inc. MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Trinity Electrical Services, Inc.'s liability under this warranty shall be limited to Trinity Electrical Services, Inc.'s option either:
 - 1) to repair or replace the goods or services ordered; or
 - 2) to return the purchase price paid by the customer.
- Trinity Electrical Services, Inc. shall in no event be liable for direct, indirect, incidental, consequential damages or lost profits even if Trinity Electrical Services, Inc. shall have been advised of the possibility of such potential loss or damage. Any claim must be in writing within ten (10) days after Trinity Electrical Services, Inc.'s completion of the services. With respect to any claims made under this warranty, said service must not be modified or changed and must be preserved for Trinity Electrical Services, Inc.'s inspection. Otherwise, such claim shall be deemed waived. In no event may any claim be made after the customer has attempted to make repairs itself, or contracted with another entity to make repairs without first providing notice to Trinity Electrical Services, Inc.
- 6. CHANGES IN LABOR RATES AND MATERIALS PURCHASED. The prices contained herein are based on the cost of labor and materials as of the date hereof and the customer hereby understands and agrees that said prices are subject to adjustment to reflect any increase or decrease in such cost subsequent to this date. Should there be any changes in these costs after the order is accepted and before completion of work, actual material and labor cost will be charged on the final billing at Trinity Electrical Services, Inc.'s then current rates.
- 7. SUBCONTRACTS. In the event the Customer is contracting for the goods and services to be provided hereunder in fulfillment of a contract with, or for the benefit of, a third party ("Owner") and the Customer defaults under the terms and conditions of this Agreement, then the Customer hereby assigns all of its right title and interest in, to and under any and all agreements it has with the Owner and agrees that Trinity Electrical Services, Inc. may take any and all legal remedies against the Owner which Trinity Electrical Services, Inc. has against the Customer or the Customer has under its agreements with the Owner.
- 8. TAXES. All amounts due for taxes and assessments will be added to the Customer's invoices and are the responsibility of the Customer. No tax exemption will be granted unless the Customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the Customer has paid the invoice, it is determined that more tax is due, then the Customer must promptly remit the required taxes to the taxing authority, or immediately reimburse. Trinity. Electrical Services, Inc. for any additional taxes paid.
- 9. THE CUSTOMER HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO BE BOUND BY ITS TERMS, CONDITIONS AND PRICES. THE CUSTOMER FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE MUTUAL UNDERSTANDING OF THE PARTIES AND THAT THIS AGREEMENT SUPERSEDES AND CANCELS ALL PREVIOUS WRITTEN AND ORAL AGREEMENTS AND COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

SUMMARY

6350 Minkler Rd, Yorkville, IL November 22, 2017

www.discoveryinspector.com

SUMMARY ROOFING EXTERIOR STRUCTURE ELECTRICAL HEATING COOLING INSULATION PLUMBING INTERIOR
SITE DATA MORE INFO REFERENCE

This Summary outlines potentially significant issues from a cost or safety standpoint. This section is provided as a courtesy and cannot be considered a substitute for reading the entire report. Please read the complete document.

Priority Maintenance Items

Exterior

WALLS \ Plywood, hardboard, and OSB

Condition: • Paint or stain - needed

Exterior maintenance such as paint or stain, caulking, and the replacement of any wood trim/siding where rotted is

recommended.

Implication(s): Shortened life expectancy of material

Location: Throughout Exterior Walls

Task: Maintenance Needed Time: Less than 1 year

Electrical

SERVICE BOX, GROUNDING AND PANEL \ System grounding

Condition: • Neutral bonded to ground downstream of box The neutral was bonded to the ground at the sub-panel.

Implication(s): Electric shock

Location: Throughout

Task: Further evaluation and repair as necessary

Time: Earliest opportunity

SERVICE BOX, GROUNDING AND PANEL \ Distribution fuses/breakers

Condition: • Overheating

Breaker/ wire temperatures were excessively hot which indicated overloading. We recommend further evaluation of the system by qualified electrical contractor.

Implication(s): Fire Hazard Location: Basement Task: Further evaluation

Time: Immediate

Condition: • Double taps

There were double tapped breakers in the distribution panel(s). Generally, breakers have a single lug for a single circuit/wire and any breakers with multiple wires should be corrected by a qualified electrician.

Implication(s): Fire hazard

Location: Right and Left Side Second Floor, Basements

Task: Further evaluation and repair

Time: Immediate

DISTRIBUTION SYSTEM \ Junction boxes

Condition: • Cover loose or missing

SUMMARY

6350 Minkler Rd, Yorkville, IL November 22, 2017

www.discoveryinspector.com

SUMMARY ROOFING EXTERIOR STRUCTURE ELECTRICAL HEATING COOLING INSULATION PLUMBING INTERIOR

SITE DATA MORE INFO REFERENCE

Implication(s): Electric shock | Fire hazard

Location: Various Basement

Task: Repair Time: Immediate

DISTRIBUTION SYSTEM \ Outlets (receptacles)

Condition: • Inoperative

Implication(s): Equipment inoperative

Location: Master Bathroom **Task**: Repair or replace

Time: Immediate

Condition: • Ungrounded

Although the 3-prong outlets installed in this home typically indicate grounded branch wiring, there were several ungrounded electrical outlets in the home. Ungrounded outlets may indicate loose or miswired outlets.

Implication(s): Electric shock Location: Pantry, Garage

Task: Repair Time: Immediate

Condition: • GFCI/GFI needed (Ground Fault Circuit Interrupter)

There were one or more electrical outlets in the building that were missing Ground Fault Interrupter (GFCI) protection. Although GFCI's may not have been required at the time of construction, the installation of GFCI protection by a qualified electrician in the kitchen, bathrooms, all exterior outlets, unfinished below grade areas such as basements or crawlspaces, laundry areas, garage outlets, and any other outlets as required by current standards is recommended for occupant safety. https://www.cpsc.gov//PageFiles/118853/099.pdf

Implication(s): Electric shock

Location: Throughout Bathrooms and Kitchen, Garage, Basement, Potting Shed/ Exterior, Floor Outlets

Task: Replace Time: Immediate

Condition: • Test faulty on GFCI/GFI (Ground Fault Circuit Interrupter)

Implication(s): Electric shock

Location: Left Side Closet/ Bathroom, Front Exterior Wall

Task: Replace Time: Immediate

DISTRIBUTION SYSTEM \ Cover plates

Condition: • Missing

Implication(s): Electric shock

Location: Potting Shed

Task: Provide
Time: Immediate

DISTRIBUTION SYSTEM \ Smoke detectors

Condition: · None

Report No. 2317

SUMMARY ROOFING EXTERIOR STRUCTURE HEATING COOLING INSULATION PLUMBING INTERIOR SITE DATA MORE INFO REFERENCE

The addition of smoke detectors, installed in compliance with state standards is required.

November 22, 2017

http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=1640&ChapterID=38

Implication(s): Fire hazard Location: Throughout

6350 Minkler Rd, Yorkville, IL

Task: Provide Time: Immediate

DISTRIBUTION SYSTEM \ Carbon monoxide (CO) detectors

Condition: • None

Carbon monoxide detectors are required, at a minimum, in accordance with state law. Consider the addition of low level detectors throughout the building, and at least one carbon monoxide detector per floor.

http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2786&ChapterID=39

Implication(s): Health hazard

Location: Throughout

Task: Provide Time: Immediate

Heating

GAS FURNACE \ General

Condition: • Service Furnace

Strong odor, and what appeared to be smoke was visible while operating the heating unit.

Location: Second Floor Right Side (RTU)

Task: Further evaluation

Time: Immediate

ELECTRIC FURNACE \ Life expectancy

Condition: • Old

The unit was beyond normal life expectancy. Having the system further evaluated by an HVAC technician in order to further discuss options for repairs or replacement of the system is strongly recommended.

Implication(s): Equipment failure | No heat for building

Location: Right Side Second Floor Unit (RTU)

Task: Replace Time: Immediate

SPACE HEATER \ Electric baseboard heater/space heater

Condition: • Inoperative heaters

Electric/ hydronic baseboard heaters did not heat using normal operating controls.

Implication(s): No heat for building Location: Mudroom Bathroom Task: Further evaluation Time: Earliest opportunity

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6350 Minkler Rd, Yorkville, IL November 22, 2017

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SUMMARY ROOFING EXTERIOR STRUCTURE ELECTRICAL HEATING COOLING INSULATION PLUMBING INTERIOR

SITE DATA MORE INFO REFERENCE

Plumbing

WATER HEATER \ Temperature/pressure relief valve

Condition: • Leaking

Implication(s): Chance of damage to finishes Location: Right and Left Side Basement

Task: Repair or replace
Time: Immediate

Condition: • Discharge tube missing

Implication(s): Scalding

Location: Right Side Basement

Task: Provide
Time: Immediate

WASTE PLUMBING \ Drain piping - performance

Condition: · Leak

Location: Left Side Closet/ Bathroom Sink

Task: Repair Time: Immediate

Condition: · Leak

Implication(s): Sewage entering the building

Location: Left Side Basement

Task: Repair
Time: Immediate

FIXTURES AND FAUCETS \ Faucet

Condition: • Not Tested

Water was off or fixture was otherwise inoperative.

Location: Front and Rear Right Side Second Floor Hallway Bathroom Sinks, Rear Right Side Second Floor Hallway

Bathroom Shower **Task**: Further evaluation **Time**: Earliest opportunity

Condition: • Drip, leak

Implication(s): Chance of water damage to contents, finishes and/or structure

Location: Master Bathroom Tub Faucet, Janitorial Closet Sink, Kitchen Sink, Laundry Sink

Task: Repair or replace **Time**: Discretionary

FIXTURES AND FAUCETS \ Toilet

Condition: • Not Tested

Water was off or fixture was otherwise inoperative.

Implication(s): Inoperable, Leaks

Location: Front Right Side Second Floor Hallway Bathroom, Master Bathroom, Left Side First Floor Bedroom

SUMMARY

6350 Minkler Rd, Yorkville, IL November 22, 2017

www.discoveryinspector.com

SUMMARY ROOFING EXTERIOR STRUCTURE ELECTRICAL HEATING COOLING INSULATION PLUMBING INTERIOR

SITE DATA MORE INFO REFERENCE

Bathroom

Task: Further evaluation **Time**: Earliest opportunity

Interior

WALLS \ Plaster or drywall

Condition: • Suspected Mold

Dark staining/ discoloration was observed on the wall. This condition is often due to elevated moisture levels from leaks or condensation/ humidity that can promote staining and mold growth. Vacant properties with a lack of ventilation (air flow) and conditioning (heat and air), condensation may form and mold can grow. The actual presence of mold can only be determined with proper testing, which is beyond the scope of this inspection. We recommend correction of conditions contributing to the moisture damage and then remediation, if necessary, by a qualified contractor.

Implication(s): Leaks, Water Damage, Hidden Damage

Location: Left Side First Floor Bedroom Closets

Task: Repair Time: Immediate

WINDOWS \ Glass (glazing)

Condition: • Safety glass not installed

The windows at the bottom of the stairs did not appear to be tempered/ safety glass as required. We recommend repairs

be made for safety.

Implication(s): Physical injury

Location: First Floor Task: Replace

Time: Earliest opportunity

STAIRS \ Handrails and guards

Condition: • <u>Too low</u>
Implication(s): Fall hazard
Location: Second Floor

Task: Upgrade

Time: Earliest opportunity

STAIRS \ Spindles or balusters

Condition: • Too far apart

The railing/ guardrail spindles were greater than 4 inches apart.

Implication(s): Fall hazard Location: Second Floor

Task: Upgrade

Time: Earliest opportunity

GARAGE \ Door between garage and living space

Condition: • Door not fire rated or exterior type

The door from garage to house was not fire rated. Replacing doors with windows to a solid metal door is recommended

SUMMARY

6350 Minkler Rd, Yorkville, IL November 22, 2017

www.discoveryinspector.com

SUMMARY ROOFING EXTERIOR STRUCTURE ELECTRICAL HEATING COOLING INSULATION PLUMBING INTERIOR
SITE DATA MORE INFO REFERENCE

for your safety.

Implication(s): Increased fire hazard

Location: Garage Task: Upgrade

Time: Earliest opportunity

APPLIANCES \ Washing machine

Condition: • Water Supply/ Valve Leaks

Implication(s): Leaks, Water Damage, Hidden Damage

Location: Laundry Area Task: Repair or replace Time: Earliest opportunity

APPLIANCES \ Dryer

Condition: • Dryer not vented to exterior

The dryer vented into the basement. The vent should terminate to the exterior of the home through an independent roof or sidewall vent and correction by a qualified contractor is recommended.

Implication(s): Chance of condensation damage to finishes and/or structure

Location: Basement

Task: Repair Time: Immediate

This concludes the Summary section.

The remainder of the report describes each of the building's systems and also details any recommendations I have for improvements. Limitations that restricted my inspection are included as well.

The suggested time frames for completing recommendations are based on the limited information available during the inspection. These may have to be adjusted based on the findings of specialists. In order to reasonably and effectively negotiate with the seller for the cost of repairs or corrections, you should consult with any contractors, engineers, or other specialists necessary in time to receive their reports or results before closing.

Please contact us if you feel the explanation is not clear on any subject or you have any questions about any items in the report.

Home Improvement - ballpark costs



Radon Test Report

Client Name: Kim Olson

Address of Tested Dwelling: 6350 Minkler Road, A. Yorkville, Illinois 60560

Drop off Technician: Mr. Mike Knoll RNIT2015217

Pick Up Technician: Mr. Mike Knoll RNIT2015217

Test Duration: 48.0 hours

Monitor	Device Type	Test Start	Test Finish	Location	Test Type	Result
RRI-013	CR	11/28/2017 03:56 PM	11/30/2017 03:56 PM	Basement	Normal	4.9 pCi/L
RRI-024	CR	11/28/2017 03:32 PM	11/30/2017 03:32 PM	Basement	Normal	4.5 pCi/L
RRI-020	CR	11/28/2017 03:48 PM	11/30/2017 03:48 PM	Above Crawl	Normal	4.4 pCi/L
RRI-015	CR	11/28/2017 04:07 PM	11/30/2017 04:07 PM	Slab-on-Grade	Normal	3.9 pCi/L
RRI-023	CR	11/28/2017 03:38 PM	11/30/2017 03:38 PM	Slab-on-Grade	Normal	3.8 pCi/L

AC= Activated Charcoal, AT= Alpha Track, LS= Liquid Scintillation, EL= Electret Ion Chamber-Long Term, ES= Electret Ion Chamber-Short Term, CR= Continuous Radon Monitor

The test result of at least one radon monitor is at or above the radon action level of 4.0 pCi/L, please consult with a radon mitigation contractor.

Other Comments: A list of state licensed radon mitigation contractors is included with this report. A post-mitigation test is required after the installation of a mitigation system!!! Please call us for special post-mitigation test pricing.

MITIGATION STATUS: No radon mitigation system (active or passive) was observed in the building. Please note that some passive mitigation systems are built into the structure of the building and are unrecognizable or improperly labeled and therefore may have been overlooked.

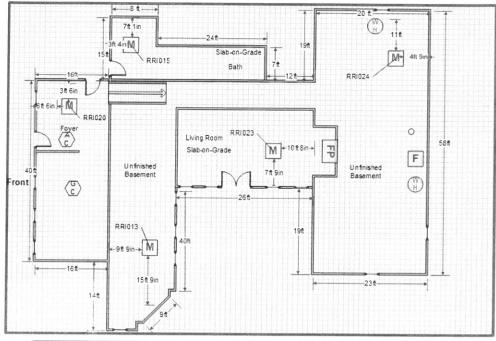
Even if the test results are below 4.0 pCi/L, we recommend testing every 2 years. We also recommend re-testing during any future real estate transactions, after a new addition to the dwelling, after alterations have been made to the ventilation pattern, if major cracks occur in the foundation walls or slab, after installation of a radon mitigation system or changes to an existing mitigation system. We also recommend caulking (sealing) basement floor/wall joints before making improvements to unfinished areas and airtight sealing of sump covers.

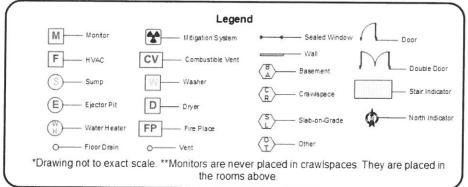
Site Diagram



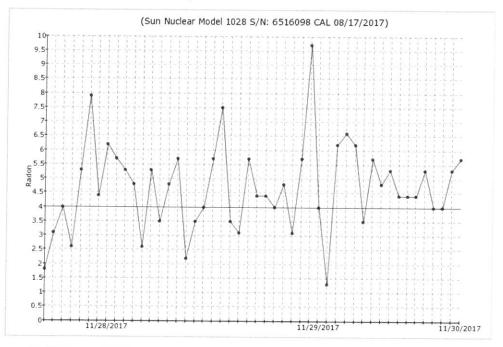
Address of Tested Dwelling:

6350 Minkler Road, A Yorkville, Illinois 60560 Report generated by RadonReports.net





Monitor Results - Graphical Data - RRI-013 Basement

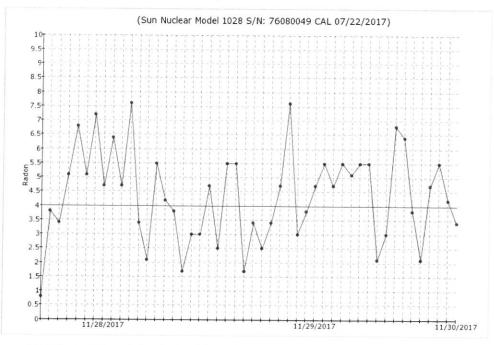


☑ | Motion Errors

☑ → Radon pCi/I

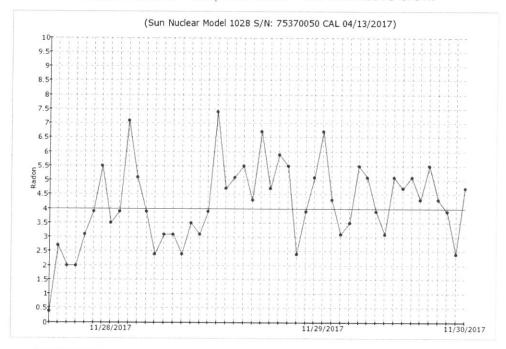
Monitor Results - Graphical Data - RRI-024 Basement

✓ — Action Level 4 pCi/l



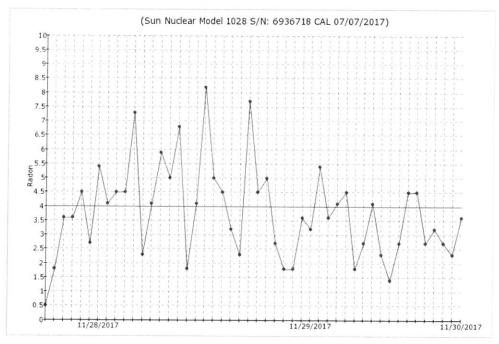
☐ Radon pCi/l ☐ | Motion Errors ☐ — Action Level 4 pCi/l

Monitor Results - Graphical Data - RRI-020 Above Crawl



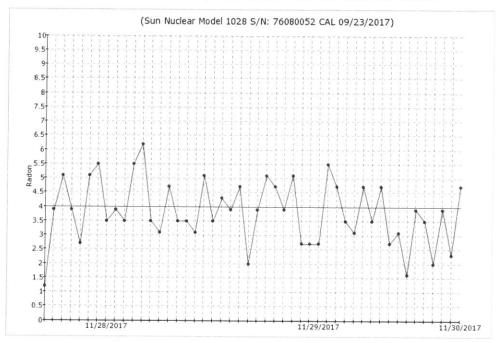
Radon pCi/l Motion Errors — Action Level 4 pCi/l

Monitor Results - Graphical Data - RRI-015 Slab-on-Grade



✓ Radon pCi/l ✓ Motion Errors ✓ — Action Level 4 pCi/l

Monitor Results - Graphical Data - RRI-023 Slab-on-Grade



Page No: 11

KENDALL COUNTY FOREST PRESERVE DISTRICT ORDINANCE # 18-01-01

APPROVAL OF THE AMENDED KENDALL COUNTY FOREST PRESERVE DISTRICT POLICY AGAINST UNLAWFUL DISCRIMINATION, HARASSMENT AND SEXUAL MISCONDUCT

<u>WHEREAS</u>, Illinois Public Act 100-0554 requires units of local government such as Kendall County Forest Preserve District, Illinois to adopt an ordinance or resolution establishing a policy to prohibit sexual harassment within sixty (60) days after the effective date of Illinois Public Act 100-0554; and

<u>WHEREAS</u>, Kendall County Forest Preserve District, Illinois previously adopted a sexual harassment policy, as set forth and approved by the Board of Commissioners on April 21, 2015; and

WHEREAS, the Kendall County Forest Preserve District Board hereby seeks to update Kendall County Forest Preserve District's existing sexual harassment policy and replace it in its entirety with the Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct attached hereto as Exhibit 1 effective immediately upon approval of this Ordinance; and

<u>NOW, THEREFORE, BE IT ORDAINED</u>, the Kendall County Forest Preserve District Board hereby:

- 1. Amends the Kendall County Forest Preserve District sexual harassment policy set forth and approved by the Board of Commissioners on April 21, 2015 and replaces said policy, in its entirety, with the Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct attached hereto as Exhibit 1 effective immediately.
- 2. The Kendall County Forest Preserve District Executive Director is hereby directed to provide a copy of the new Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct to all District staff members and volunteers with the direction that said Policy shall be distributed to each and every Kendall County Forest Preserve District employees, volunteers, and unpaid intern(s) immediately.

DRAFT FOR COMMITTEE OF THE WHOLE REVIEW: 12-13-17

<u>IN WITNESS OF</u> , this Ordinance has been approx Forest Preserve District Board members present	
2017.	for said vote on this 15 day of December,
Attest:	
Judy Gilmour, President	Elizabeth Flowers, Secretary
Kendall County Forest Preserve District	Kendall County Forest Preserve District

Kendall County Forest Preserve District's Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct (Revised December 19, 2017)

Please be advised that this Policy is not intended to and does not create a contract of employment, express or implied, and this Policy does not alter the employment at-will relationship with Kendall County Forest Preserve District. This policy applies to all employees of Kendall County Forest Preserve District, and it supersedes any and all other policies regarding or relating to unlawful discrimination, harassment and sexual misconduct previously adopted by the Employer.

A. STATEMENT OF POLICY

The Employer does not tolerate or condone unlawful discrimination or harassment on the basis of race, color, religion, creed, sex, gender-identity, sexual orientation, pregnancy, childbirth, medical or common conditions relating to pregnancy and childbirth, genetic information, national origin, age, physical or mental disability, ancestry, marital status, military status, arrest record, unfavorable discharge from military service, order of protection status or any other classification prohibited under federal or state law. The Employer also prohibits sexual misconduct. The Employer neither tolerates nor condones unlawful discrimination, harassment or sexual misconduct by employees, elected officials, or non-employees with whom the Employer has a business, service, or professional relationship. "Employee" for purposes of this policy includes any individual performing services for the Employer, an apprentice, an applicant for apprenticeship, or an unpaid intern. The Employer prohibits retaliation against (a) an employee who complains about or reports any act of unlawful discrimination, unlawful harassment or sexual misconduct in violation of this policy or (b) any employee who participates in an investigation pursuant to this policy. Employer is committed to ensuring and providing a work place free of unlawful discrimination, harassment, sexual misconduct and retaliation. Any employee who violates this policy is subject to disciplinary action up to and including termination of employment.

Unlawful sexual harassment includes unwelcome sexual advances, requests for sexual favors, or any other visual, verbal or physical conduct of a sexual nature when:

- Submission to or rejection of this conduct explicitly or implicitly affects a term or condition of individual's employment;
- 2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee or;
- 3. The unlawful harassment has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile or offensive work environment because of the persistent, severe or pervasive nature of the conduct.

Unlawful sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The employee as well as the harasser may be a woman or a man.
 The employee does not have to be of the opposite sex.
- The harasser can be the employee's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a nonemployee.
- The employee does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the employee.
- The harasser's conduct must be unwelcome.

Each employee must exercise his or her own good judgment to avoid engaging in conduct that others may perceive as unlawful sexual harassment or unlawful harassment based on any status protected by law.

The Employer strictly prohibits sexual misconduct. Sexual misconduct can include any inappropriate and/or illegal conduct of a sexual nature including, but not limited to, sexual abuse, sexual exploitation, sexual intimidation, rape, sexual assault, or ANY sexual contact or sexual communications with a minor (including, but not limited to, conduct or communications which are written, electronic, verbal, visual, virtual or physical).

B. RESPONSIBILITIES

i. Supervisors

Each supervisor shall be responsible for ensuring compliance with this policy, including the following:

- Monitoring the workplace environment for signs of unlawful discrimination, unlawful harassment or sexual misconduct;
- Immediately notifying law enforcement where there is reasonable belief that the observed or complained of conduct violates the criminal laws of the State of Illinois.
- 3. Immediately notifying the Department of Children and Family Services (DCFS) Hotline (1-800-25-ABUSE or 1-800-252-2873) if the observed or complained of conduct involves the abuse of a minor.
- 4. Immediately stopping any observed acts of unlawful discrimination, unlawful harassment or sexual misconduct and taking appropriate steps to

intervene, whether or not the involved employees are within the supervisor's line of supervision;

- Immediately reporting any complaint of unlawful harassment, unlawful discrimination or sexual misconduct to the applicable department head or elected official; and
- 6. Taking immediate action to limit the work contact between the individuals when there has been a complaint of unlawful discrimination, unlawful harassment or sexual misconduct, pending investigation.

ii. Employees

Each employee is responsible for assisting in the prevention of unlawful discrimination, unlawful harassment and sexual misconduct through the following acts:

- 1. Refrain from participation in, or encouragement of, unlawful discrimination, unlawful harassment or sexual misconduct;
- 2. Immediately reporting any violations of this policy to a supervisor and law enforcement (if appropriate under the circumstances) and/or DCFS (if appropriate under the circumstances). *Employees are required to report violations of this policy as soon as they occur.* An employee should not wait until the conduct becomes unbearable before reporting the prohibited conduct. All employees are obligated to report instances of prohibited conduct even if the conduct is merely observed and directed toward another individual and even if the other person does not appear to be bothered or offended by the conduct. All employees are obligated to report instances of prohibited conduct regardless of the identity of the alleged offender (e.g. man, woman, supervisor, elected official, co-worker, volunteer, vendor, member of public).
- 3. Encouraging any employee who confides that he/she is the victim of conduct in violation of this policy to report these acts to a supervisor.

Failure to take action to stop known unlawful discrimination, unlawful harassment or sexual misconduct may be grounds for discipline.

If you are advised by another person that your behavior is offensive, you must immediately stop the behavior, regardless of whether you agree with the person's perceptions of your intentions.

The Employer does not consider conduct in violation of this policy to be within the course and scope of employment and does not sanction such conduct on the part of any employee, including supervisory and management employees.

C. COMPLAINT PROCEDURES

The Employer takes allegations of unlawful discrimination, unlawful harassment and sexual misconduct very seriously. It will actively investigate all complaints.

The employee should directly inform the offending individual that the conduct is unwelcome and must stop. The employee should use the Employer's complaint procedure to advise the Employer of any violation of this policy as soon as it occurs.

i. Bringing a Complaint

Any employee who believes that there has been a violation of this policy may bring the matter to the attention of the Employer by making a confidential report to any one or more of the following individuals:

- The employee's immediate supervisor;
- 2. The offending employee's immediate supervisor;
- 3. The department head or elected official for the Kendall County Forest Preserve District or elected office; or
- 4. The Kendall County Forest Preserve District Executive Director.

The employee may submit their complaint directly to the President of the Kendall County Forest Preserve District Board of Commissioners, or the Chairperson of the Kendall County Human Resources/Administration Committee at 111 W. Fox Street, Yorkville, Illinois 60560 if the alleged offender is the employee's department head or elected official, or a Kendall County Forest Preserve District Commissioner.

The employee should present the complaint as promptly as possible after the alleged violation of this policy occurs.

Knowingly making a false report and/or knowingly providing false information as part of an investigation pursuant to this policy may result in disciplinary action up to and including termination of employment.

ii. Resolution of a Complaint

Upon receipt of a complaint, the Employer will undertake such investigation, corrective and preventive actions as are appropriate. In general, the procedure in resolving any complaints can (but will not necessarily) include any of the following items:

1. A meeting between the employee making the complaint and an individual designated by the Employer to investigate such complaints. The complaining employee should provide the following important data:

- A description of the specific offensive conduct;
- b. Identification of all person(s) who engaged in the conduct;
- c. The location where the conduct occurred;
- d. The time when the conduct occurred:
- e. Whether there were any witnesses to the conduct;
- f. Whether conduct of a similar nature has occurred on prior occasions;
- g. Whether there are any documents that would support the complaining employee's allegations; and
- h. What impact the conduct had on the complaining employee.
- Although not required, the Employer encourages anyone who makes a complaint under this policy to provide a written statement setting forth the above details and attaching any pertinent records to assist the Employer with its investigation.
- 3. After the employee submits the complaint, the alleged offending individual should be contacted by the Employer's designated investigator. The alleged offending individual should be advised of the charges brought against him or her, and may be provided with a copy of the written statement of complaint made by the complaining employee (if applicable). The alleged offending individual should have an opportunity to fully explain his or her side of the circumstances, and may also submit a written statement, if desired.
- 4. After the alleged offending individual is interviewed, any witnesses identified by either the complaining employee or the alleged offending individual may be interviewed separately.
- Once the investigation is completed, the Employer will take such action as is appropriate based upon the information obtained in the investigation. In the event that the Employer finds merit in the charges made by the complaining employee, disciplinary action may be taken up to and including termination of employment.
- 6. Upon completion of the investigation, the Employer will advise the complaining employee of the results of the investigation.

D. NON-RETALIATION

Under no circumstances will there be any retaliation against any employee (a) for making a complaint of unlawful discrimination, unlawful harassment or sexual misconduct pursuant to this policy; (b) for engaging in protected activity under the Illinois Human Rights Act (775 ILCS 5/1 et seq.); and/or (c) for engaging in protected activity under the State Officials and Employees Ethics Act (5 ILCS 430/1 et seq.).

Also, pursuant to the Illinois Whistleblower Act (740 ILCS 174/1 et seq.), the Employer is prohibited from retaliating against any employee who (a) discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation; (b) refuses to participated in an activity that would result in a violation of a State or federal law, rule or regulation, including, but not limited to violations of the Freedom of Information Act; and (c) is disclosing or attempting to disclose public corruption or wrongdoing.

Any act of retaliation by any party directed against a complaining employee, an accused employee, witnesses, or participants in the process will be treated as a separate and distinct charge and will be similarly investigated. Complaints of retaliation should be brought to the attention of the Employer pursuant to the complaint procedures set forth in Section C above.

The employee should present the complaint of alleged retaliation as promptly as possible after the alleged retaliation occurs.

E. MISCELLANEOUS

If you have any questions concerning the Employer's policies on this matter, please see your immediate supervisor, your department head/elected official, the Kendall County Forest Preserve District Executive Director, and/or the Kendall County Forest Preserve District President.

An employee who believes that he or she has been the subject of unlawful harassment, unlawful discrimination, and/or unlawful retaliation in violation of the Illinois Human Rights Act also has a right to file a charge of discrimination with the Illinois Department of Human Rights pursuant to the Illinois Human Rights Act and applicable regulations. For further information, an employee may call or write to the Illinois Department of Human Rights, 100 West Randolph Street, Chicago, Illinois 60601; telephone (312) 814-6200. Also, further information may be obtained from the U.S. Equal Employment Opportunity Commission (EEOC), telephone: (800) 669-4000 or for matters involving the abuse of minors the Illinois Department of Children and Family Services (DCFS), telephone: (800) 25-ABUSE.

Receipt of Kendall County Forest Preserve District's Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct (Revised December 19, 2017)

Your signature below affirms that you have received a copy of Kendall County Forest Preserve District's Policy against Unlawful Discrimination, Harassment and Sexual Misconduct (Revised December 19, 2017), which is effective immediately. By signing this acknowledgment form, you affirm that you will read and abide by the Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct (Revised December 19, 2017).

BY SIGNING BELOW, YOU ALSO UNDERSTAND THAT YOUR EMPLOYMENT WITH REMAINS EMPLOYMENT "AT-WILL", WHICH MEANS THAT YOUR EMPLOYMENT MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT CAUSE. YOU FURTHER UNDERSTAND THAT NOTHING IN THE POLICY AGAINST UNLAWFUL DISCRIMINATION, HARASSMENT AND SEXUAL MISCONDUCT THAT YOU RECEIVED TODAY IS INTENDED TO AND/OR DOES CREATE A CONTRACT OF EMPLOYMENT, EXPRESS OR IMPLIED.

Signature of Employee	Date	

This form is to be signed and returned to your immediate supervisor.



November 22, 2017

Kendall County Forest Preserve District Attn: David Guritz, Director 110 West Madison Street Yorkville, IL 60560

Kendall County Highway Department

Route:

County Highway 10 (Galena Road)

Section: 16-01134-00-BR

County: Kendall

Parcel:

TE-1

Dear Mr. Guritz:

Please find enclosed documents pertaining to the above referenced parcel. These documents are:

- 1. Temporary Easement;
- 2. Certified Resolution;
- 3. Affidavit of Title; and
- 4. Receipt for Donation.

Please have each of the above documents signed by the appropriate individuals where indicated and return to my office in the enclosed self-addressed stamped envelope.

If you have any questions please do not hesitate to contact me at (312) 676-2907.

Very truly yours,

Mark D. Mathewson

MDM:rb Enclosures Owner

Kendall County Forest

Preserve District

Address

02-10-400-010

Route

County Highway 10 (Galena Road)

County Parcel No. Kendall TF-1

P.I.N. No.

02-10-400-010

Section

16-01134-00-BR

Station

146+17.95 to

Station

152+00

CERTIFIED RESOLUTION (Governmental Entity)

I, E	lizabeth	Flowers,	Board	Secretary	of	Kendall	County	Forest	Preserve	District,	6
governmen	ital entity	/ organize	ed and	existing u	nde	er the lav	ws of the	e State	of Illinois	. includir	10
without lim certify that:	itation, ci	ity, village	, incor	porated tov	vn,	county,	park dist	rict, or	township,	do herek)y
ocitily triat.											

· 1.	The following	is a true	and corre	ect copy of a re	esolution a	dopted by the C	ouncil or
Board of said	governmental	entity, a	quorum d	of its members	, trustees.	or commissione	rs being
present at a m	neeting held of	the	_day of_			, 2017, and	201119

2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that Judy Gilmour, the President and Elizabeth Flowers, the Board Secretary of the Council or Board of the above-referenced governmental entity are hereby authorized and directed to convey the governmental entity's interest in the following described real estate in Kendall County, Illinois to the County of Kendall, a body politic and corporate for highway purposes for the sum of \$1.00:

See attached legal description.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

or Boa 805/6	Further resolved that rd of the governments voted for the adoptio	al entity or electors	s of the	governm	ental entity, pur	suant to 70 ILCS
	Dated this	day of	1.		, 2017.	
			_		Signa	ture
			-	Elizab	eth Flowers, Bo	ard Secretary
State of	Illinois)) ss				
County of	f Kendall)				
This	instrument was acknow	owledged before n	ne on			, 2017, by
Elizabeth	Flowers	, a	as Bo	oard Secre	etary	
of Kendal	County Forest Prese	rve District.				
(SEAL)						
·/					Notary Public	;
		Му	Comm	ission Exp	oires:	·····

Route: County Highway 10 (Galena Road)

Section:16-01134-00-BR

County: Kendall Parcel: TE - 1

Station: 146+17.95 to 152+00

Owner: Kendall County Forest Preserve District

P.I.N.: 02-10-400-010

That part of the East Half of Section 10, Township 37 North, Range 7 East of the Third Principal Meridian, Bristol Township, Kendall County, Illinois described as follows, using bearings and grid distances referenced to the Illinois State Plane Coordinate System, East Zone, North American Datum 1983 (2011 Adjustment):

Commencing at a 5/8 inch iron rod found at the northwest corner of the Southeast Quarter of said Section 10, per Monument Record 9300244; thence South 01 degree 08 minutes 28 seconds East, 114.69 feet along the west line of said Southeast Quarter to the centerline of County Highway 10 (Galena Road); thence South 68 degrees 18 minutes 38 seconds East, 425.76 feet along said centerline; thence southeasterly, 799.98 feet along said centerline on a curve to the left, having a radius of 49,109.50 feet, the chord of said curve bears South 68 degrees 46 minutes 38 seconds East, 799.97 feet; thence South 69 degrees 14 minutes 38 seconds East, 105.99 feet along said centerline to the easterly line of the property conveyed by Special Warranty Deed, recorded December 27, 2007 as Document Number 200700036764; thence North 40 degrees 49 minutes 16 seconds East, 37.26 feet along said easterly line to the northerly right-of-way line of aforesaid County Highway 10 (Galena Road) for the Point of Beginning.; thence South 69 degrees 14 minutes 38 seconds East, 182.05 feet along said rightof-way line; thence North 20 degrees 45 minutes 22 seconds East, 5.00 feet along said right-of-way line; thence South 69 degrees 14 minutes 38 seconds East, 200.00 feet along said right-of-way line; thence South 20 degrees 45 minutes 22 seconds West, 5.00 feet along said right-of-way line; thence South 69 degrees 14 minutes 38 seconds East, 15.82 feet along said right-of-way line; thence southeasterly, 176.58 feet along said right-of-way line on a curve to the left having a radius of 813.83 feet, the chord of said curve bears South 75 degrees 27 minutes 35 Seconds East, 176.24 feet; thence North 08 degrees 19 minutes 27 seconds East, 25.00 feet; thence northwesterly, 171.16 feet on a curve to the right having a radius of 788.83 feet, the chord of said curve bears North 75 degrees 27 minutes 35 seconds West, 170.83 feet; thence North 69 degrees 14 minutes 38 seconds West, 90.82 feet; thence South 79 degrees 47 minutes 32 seconds West, 29.15 feet; thence North 69 degrees 14 minutes 38 seconds West, 278.40 feet to aforesaid easterly line of property conveyed by special warranty deed; thence South 40 degrees 49 minutes 16 seconds West, 10.65 feet to the Point of Beginning.

Said easement contains 0.203 acre, more or less.

Owner

Kendall County Forest

Preserve District

Address

02-10-400-010

Route

County Highway 10 (Galena

Road)

County

Kendall TF-1

Parcel No. P.I.N. No.

02-10-400-010

Section

16-01134-00-BR

Station

146+17.95 to

Station

152+00

TEMPORARY CONSTRUCTION EASEMENT (Governmental Entity)

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

See attached legal description.

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

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

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

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

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

	Dated this	_ day of	, 2017.
Attest:			Kendall County Forest Preserve District
Ву:	0:		Name of Governmental Entity By:
	Signatur	е	Signature
Eliz	abeth Flowers, Board Print Name and T	Secretary	Judy Gilmour, President
	· ····· · · · · · · · · · · · · · · ·	THE STATE OF THE S	Print Name and Title
State of	Illinois)	
County of	Kendall) ss)	
This Judy Gilm Preserve I	instrument was acknoour, as President and District.	owledged before Elizabeth Flowe	me on, 2017, by ers, as Board Secretary of Kendall County Forest
(SEAL)			
			Notary Public
		М	y Commission Expires:
This instr recording	ument was prepared , return to:	by and after	Kendall County 6780 Illinois 47 Yorkville, IL 60560

Route: County Highway 10 (Galena Road)

Section:16-01134-00-BR

County: Kendall Parcel: TE - 1

Station: 146+17.95 to 152+00

Owner: Kendall County Forest Preserve District

P.I.N.: 02-10-400-010

That part of the East Half of Section 10, Township 37 North, Range 7 East of the Third Principal Meridian, Bristol Township, Kendall County, Illinois described as follows, using bearings and grid distances referenced to the Illinois State Plane Coordinate System, East Zone, North American Datum 1983 (2011 Adjustment):

Commencing at a 5/8 inch iron rod found at the northwest corner of the Southeast Quarter of said Section 10, per Monument Record 9300244; thence South 01 degree 08 minutes 28 seconds East, 114.69 feet along the west line of said Southeast Quarter to the centerline of County Highway 10 (Galena Road); thence South 68 degrees 18 minutes 38 seconds East, 425.76 feet along said centerline; thence southeasterly, 799.98 feet along said centerline on a curve to the left, having a radius of 49,109.50 feet, the chord of said curve bears South 68 degrees 46 minutes 38 seconds East, 799.97 feet; thence South 69 degrees 14 minutes 38 seconds East, 105.99 feet along said centerline to the easterly line of the property conveyed by Special Warranty Deed, recorded December 27, 2007 as Document Number 200700036764; thence North 40 degrees 49 minutes 16 seconds East, 37.26 feet along said easterly line to the northerly right-of-way line of aforesaid County Highway 10 (Galena Road) for the Point of Beginning.; thence South 69 degrees 14 minutes 38 seconds East, 182.05 feet along said rightof-way line; thence North 20 degrees 45 minutes 22 seconds East, 5.00 feet along said right-of-way line; thence South 69 degrees 14 minutes 38 seconds East, 200.00 feet along said right-of-way line; thence South 20 degrees 45 minutes 22 seconds West, 5.00 feet along said right-of-way line; thence South 69 degrees 14 minutes 38 seconds East, 15.82 feet along said right-of-way line; thence southeasterly, 176.58 feet along said right-of-way line on a curve to the left having a radius of 813.83 feet, the chord of said curve bears South 75 degrees 27 minutes 35 Seconds East, 176.24 feet; thence North 08 degrees 19 minutes 27 seconds East, 25.00 feet; thence northwesterly, 171.16 feet on a curve to the right having a radius of 788.83 feet, the chord of said curve bears North 75 degrees 27 minutes 35 seconds West, 170.83 feet; thence North 69 degrees 14 minutes 38 seconds West, 90.82 feet; thence South 79 degrees 47 minutes 32 seconds West, 29.15 feet; thence North 69 degrees 14 minutes 38 seconds West, 278.40 feet to aforesaid easterly line of property conveyed by special warranty deed; thence South 40 degrees 49 minutes 16 seconds West, 10.65 feet to the Point of Beginning.

Said easement contains 0.203 acre, more or less.

A R Se C Pa P. St	wner ddress oute ection ounty arcel N I.N. No ation ation	02-10-400-010 County Highway 1 16-01134-00-BR Kendall o. TE-1	orest Preserve District 10 (Galena Road)
Sta	ate of	Illinois)
Со	unty o	Kendall) ss.)
	I,	Judy Gilmour, President of I	Kendall County Forest Preserve District,
bei	ng first	duly sworn upon oath state	s as follows:
1.	Affia	nt has personal knowledge	of the facts averred herein.
2.	\boxtimes	There are no parties othe Exhibit "A" through easem	r than Grantor in possession of any portion of the premises described in attached ent, lease, oral or written, or otherwise, whether or not of record.
		There are no parties other premises described in atta not of record:	than Grantor and the parties listed below in possession of any portion of the ched Exhibit "A" through easement, lease, oral or written, or otherwise, whether or
			SEE ATTACHED EXHIBIT "A"
3.	COLLAG	affidavit is made to provide f eyance for the premises des ibed premises, from the rec	actual representation as a basis for the County of Kendall to accept a document of cribed in said conveyance, the premises being a portion of or all of the above ord owners thereof.
4.	The a involv	ffiant has no knowledge of a ing the premises to be conv	any driveway agreements, encroachments, overlaps, or boundary line disputes eyed.
5.	The sa	aid premises described in E	xhibit "A" are: (Check One)
	∨ va	cant and unimproved	☐ Agricultural and unimproved
		or has accrued; and	mprovements made or contracted for on the premises within six (6) months g the date of the affidavit, out of which a claim for a mechanic's lien could accrue wledge all improvements now on the premises comply with all local building and
	8	zoning ordinances.	and and a sum of the premises comply with all local building and

6.	The wit	ere are no chattel mortgages, conditional sales cor h the premises to be conveyed which are not show	ntracts or financing statements existing on or in con on by the public records.	nection
7.	The	ere are no taxes or special assessments which are premises described in Exhibit A.	not shown as existing liens by the public records in	nvolving
8.	Per	50 ILCS 105/3.1, the identities of all owners and by veyed are as follows (check applicable box(es) an	peneficiaries having an interest in the premises to be do complete information requested):	е
		Individual. Individual owner of the property is:		
		Nonprofit Organization. There is no individua organization.	l or other organization receiving distributable incom	ne from the
	\boxtimes	Public Organization, including units of loca receiving distributable income from the organization	I government. There is no individual or other or tion	ganization
		Publicly-Traded Corporation. There is no rea interest in the total distribution income of the corporation.	dily known shareholder entitled to receive more that poration.	an 7-1/2%
		Corporation, Partnership, Limited Liability Cototal distributable income of said entity are as follows:	ompany. Those entitled to receive more than 7-1/lows:	/2% of the
		Name	Address	
	1.			
- 2	2.			
3	3			
4	1			
		Land Trust or Declaration of Trust. The identity	y of each beneficiary of Grantor Trust is as follows:	
		Name	Address	% of Interest
*1				
2	. –			
3				
A				

^{*} IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

	Dated this day of		2017.	
Ву:	Signature			
	Judy Gilmour Print Name and Title if applicable			
	f Illinois)) ss			
County	of Kendall)			
	This instrument was acknowledged before module Judy Gilmour	e on _		_ , 2017, by
(SEAL)				
			Note	ary Public
		My Con	nmission Expires:	
NOTE:	THIS AFFIDAVIT MAY BE EXECUTED A		(NOW) EDGED OF	N DELIALE OF THE DECOME
	OWNER(S) BY ANY ONE OF THE REC	ORD OV	VNERS. OFFICER	S. MANAGERS PARTNERS

50 ILCS 105/3.1

Before any contract relating to the ownership or use of real property is entered into by and between the State or any local governmental unit or any agency of either the identity of every owner and beneficiary having any interest, real or personal, in such property, and every member, shareholder, limited partner, or general partner entitled to receive more than 7 1/2% of the total distributable income of any limited liability company, corporation, or limited partnership having any interest, real or personal, in such property must be disclosed. The disclosure shall be in writing and shall be subscribed by a member, owner, authorized trustee, corporate official, general partner, or managing agent, or his or her authorized attorney, under oath. However, if the interest, stock, or shares in a limited liability company, corporation, or general partnership is publicly traded and there is no readily known individual having greater than a 7 1/2% interest, then a statement to that effect, subscribed to under oath by a member, officer of the corporation, general partner, or managing agent, or his or her authorized attorney, shall fulfill the disclosure statement requirement of this Section. As a condition of contracts entered into on or after the effective date of this amendatory Act of 1995, the beneficiaries of a lease shall furnish the trustee of a trust subject to disclosure under this Section with a binding non-revocable letter of direction authorizing the trustee to provide the State with an up-to-date disclosure whenever requested by the State. The letter of direction shall be binding on beneficiaries' heirs, successors, and assigns during the term of the contract. This Section shall be liberally construed to accomplish the purpose of requiring the identification of the actual parties benefiting from any transaction with a governmental unit or agency involving the procurement of the ownership or use of real property thereby.

For any entity that is wholly or partially owned by another entity, the names of the owners of the wholly or partially owning entity shall be disclosed under this Section, as well as the names of the owners of the wholly or partially owned entity.

(Source: P.A. 91-361, eff. 7-29-99.)

Exhibit A

That part of the East Half of Section 10, Township 37 North, Range 7 East of the Third Principal Meridian, Bristol Township, Kendall County, Illinois described as follows, using bearings and grid distances referenced to the Illinois State Plane Coordinate System, East Zone, North American Datum 1983 (2011 Adjustment):

Commencing at a 5/8 inch iron rod found at the northwest corner of the Southeast Quarter of said Section 10, per Monument Record 9300244; thence South 01 degree 08 minutes 28 seconds East, 114.69 feet along the west line of said Southeast Quarter to the centerline of County Highway 10 (Galena Road); thence South 68 degrees 18 minutes 38 seconds East, 425.76 feet along said centerline; thence southeasterly, 799.98 feet along said centerline on a curve to the left, having a radius of 49,109.50 feet, the chord of said curve bears South 68 degrees 46 minutes 38 seconds East, 799.97 feet; thence South 69 degrees 14 minutes 38 seconds East, 105.99 feet along said centerline to the easterly line of the property conveyed by Special Warranty Deed, recorded December 27, 2007 as Document Number 200700036764; thence North 40 degrees 49 minutes 16 seconds East, 37.26 feet along said easterly line to the northerly right-of-way line of aforesaid County Highway 10 (Galena Road) for the Point of Beginning.; thence South 69 degrees 14 minutes 38 seconds East, 182.05 feet along said right-of-way line; thence North 20 degrees 45 minutes 22 seconds East, 5.00 feet along said right-of-way line; thence South 69 degrees 14 minutes 38 seconds East, 200.00 feet along said rightof-way line; thence South 20 degrees 45 minutes 22 seconds West, 5.00 feet along said right-of-way line; thence South 69 degrees 14 minutes 38 seconds East, 15.82 feet along said right-of-way line; thence southeasterly, 176.58 feet along said right-of-way line on a curve to the left having a radius of 813.83 feet, the chord of said curve bears South 75 degrees 27 minutes 35 Seconds East, 176.24 feet; thence North 08 degrees 19 minutes 27 seconds East, 25.00 feet; thence northwesterly, 171.16 feet on a curve to the right having a radius of 788.83 feet, the chord of said curve bears North 75 degrees 27 minutes 35 seconds West, 170.83 feet; thence North 69 degrees 14 minutes 38 seconds West, 90.82 feet; thence South 79 degrees 47 minutes 32 seconds West, 29.15 feet; thence North 69 degrees 14 minutes 38 seconds West, 278.40 feet to aforesaid easterly line of property conveyed by special warranty deed; thence South 40 degrees 49 minutes 16 seconds West, 10.65 feet to the Point of Beginning.

Said easement contains 0.203 acre, more or less.

Receipt for Donation

Owner Parcel I	Kendall County Forest Preserve No. TE-1	District	
Kendall		ary easem	orate ("Grantee") acknowledges receipt of Donation of nent over 0.203 acres dated in in Inty Highway 10 (Galena Road), Section 16-01134-00-arcel referenced above.
(Grantor and Grantee agree as follows:		
1. A	All improvements located, wholly or pa of Kendall County, unless provided as f	artially, on follows:	the parcel being conveyed shall become the property
th	our reviewed and approved by Grani	sed by Gr	transfer of legal title to Grantee occurs when title has Grantor also agrees to protect, preserve and maintain antee until delivery of possession to Grantee, and this such time.
th	- saperocae arry writter of oral unite	ments. Th	e entire and exclusive agreement between the parties promise or agreement, directly or indirectly related to e parties agree that any changes to this Receipt may
Date:	, 2017		
Grantor: I	Kendall County Forest Preserve Distric	pt :	
Ву:	Signature	Ву:	Signature
	Judy Gilmour, President		Elizabeth Flowers, Board Secretary
	Print Name and Title		Print Name and Title
Receipt of	the donation executed by this Grantor	is acknow	vledged.
Dat	te	for the	Kendall County Highway Department

Owner

Kendall County Forest Preserve District Committee of the Whole 2018 Farm Lease Agreement Terms 13-Dec-17

Forest Preserve Property ID	Licensee	2017 Rate	FY 2015 Base Rent Calculations	Acres	FY 2016 Base Rent Projections	Additional Amounts Included	2017-2018 Contract Notes
Sandstrom	Roberts, D. & D.	\$170	\$6,970.00	41	\$6,970.00	Yield payment	No changes. Soybeans in 2018.
Baker	Connell	\$203	\$12,361.65	61	\$12,361.65	Yield payment	No changes. Corn in 2018.
Lee - Millbrook North		\$200	\$30,362.00	157.31	\$31,462.00	Yield payment	
Lee - Millbrook South	Mathre	\$215	\$25,494.70	118.58	\$25,494.70	Yield payment	Contract will include yield payment, utility payment, use and maintenance of grain dryers. Souheans and come in 2010
Millington		\$180	\$22,933.80	127.41	\$22,933.80	Yield payment	פון בסדום
Henneberry	Collins	\$195	\$9,750.00	50	\$9,750.00	Yield payment	Corn production in 2018. Access corridor needed.
Henneberry	Ormiston	\$175	\$656.25	3.75	\$656.25	No yield payment	No changes.
Fox River Bluffs	Toftoy	\$300	\$30,000.00	100	\$30,000.00	No yield payment	Soybean production in 2018 and 2019 to support cropland conversion.
Baker	Connell	50/50 hay crop share	N/A	22.75	N/A	No yield payment	Small bale farm operator purchase cost of \$3.50 per small bale / \$1 per bale winter storage fee.

FY 17-18 Budget Calculations		2017 Billing Notes
2018 Total Base Rent	\$139,628.40	\$139,628.40 Total base rent received
Grain dryer use (est.)	\$200.00	\$200.00 Est. (73K bushel total production in 2015)
Utility reimbursement (est.)	\$1,900.00	\$1,900.00 Est. based on previous Ameren billing statements (\$1 993 79 in '17)
2018 Yield payment (est.)	\$10,000.00	\$10,000.00 Est. based on previous combined vield payments
Sale of hay @ \$3.50 per bale	\$1,750.00	\$1,750.00 500 total surplus bales at \$3.50 ner hale (853.5 sold in 2017)
Surplus hay storage	(\$400.00)	\$400.00) 400 bales stored for 2018 delivery @ \$1 per hale
Hay field fertilizer	(\$200)	(\$500) Per contract - Final 2017 cost \$690.83
Total anticipated farm license revenue	\$152,978	

\$151,030

FY 17-18 Budget

KENDALL COUNTY FOREST PRESERVE DISTRICT JOB DESCRIPTION

CLASS TITLE:

Grounds Maintenance Seasonal – Henneberry Forest Preserve

WAGE CATEGORY: FLSA Non-Exempt

REPORTS TO:

Executive Director and Superintendent of Grounds and Natural Resources

EFFECTIVE DATE:

January , 2018

SUMMARY:

This position provides support for the maintenance of grounds and natural resources at Henneberry Forest Preserve for the Kendall County Forest Preserve District ("the District").

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Supports restoration project maintenance activities, natural areas management, and trail maintenance.
- Provides assistance to natural area volunteers and District contractors, including support of activities associated with a floristic quality survey of preserve areas.
- Assists with preserve maintenance activities at Henneberry Forest Preserve, and other forest preserve areas.
- Performs a variety of horticultural tasks including, but not limited to weed control, seeding and planting of restoration project areas, tree and shrub trimming, planting, and pruning.
- Performs brush removal, seed collecting and other natural area management tasks.
- Gathers, loads and hauls refuse and vegetation from District grounds and user areas.
- Maintains a safe and clean work environment at all times and enforces all safety rules and grounds and natural resources policies.
- Supervise, work with and provide instruction to volunteers as needed. Communicate policies and procedures to volunteers.
- Communicates District rules and regulations to the public.
- Must be available to perform duties during the District's regular business hours as well as evenings and weekends including overtime schedule extensions.
- Participates in emergency preparedness and response activities as assigned.
- Performs other duties as directed by supervisor, the Director and/or Director's designee.
- Communicates with students, the public and Forest Preserve District staff and volunteers in a professional manner to carry out assigned job duties and to achieve a positive, professional and safe work environment.
- Performs other duties as assigned.

SUPERVISORY RESPONSIBILITIES:

No supervisory responsibilities.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

A. **EDUCATION and/or EXPERIENCE:**

- High school diploma or general education degree (GED).
- Requires knowledge of office practices, principles of modern record keeping, and setup and maintaining filing systems.

B. LANGUAGE SKILLS:

- Ability to read and interpret documents such as governmental regulations, legal documents, operating instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public and employees of the organization.
- Requires good knowledge of the English language, spelling and grammar.

C. MATHEMATICAL SKILLS:

Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.

D. REASONING ABILITY:

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

E. CERTFICATES, LICENSES, REGISTRATIONS:

- A valid Illinois Drivers License and any other licenses/certifications necessary to operate District vehicles and equipment.
- A valid Illinois Pesticide Operators License or, in the alternative, obtain a valid Illinois Pesticide Operators License within the first ninety (14) days of employment.
- All other training, certificates and registrations required for the specific duties performed.

PHYSICAL DEMANDS:

- Employee must frequently stand and bend.
- Employee must frequently be able to walk to other offices in the building.
- Employee must be able provide instruction from a walking or horse-mounted position for extended periods of time.
- Employee must frequently lift and/or move up to 75 pounds.
- Employee must be able to use hands to finger, handle or feel.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

WORK ENVIRONMENT:

- The noise level in the work environment is usually moderately quiet, and frequently loud when operating grounds maintenance equipment.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required for programming events. This includes some evenings and weekends.
- Employee will be required to work in both indoor and outdoor work areas and may be subjected to all weather elements.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, and the various District preserves and locations.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.

Kendall County Forest Preserve District

Forest Foundation of Kendall County

Illinois Clean Energy Community Foundation - Community Stewardship Program

Hoover Forest Preserve Oak Woodland Bluffs and Core Prairie Community Stewardship

Engagement Project

The Forest Foundation of Kendall County is an Illinois not-for-profit 501(c)3 charitable organization established in 2007 to support the Kendall County Forest Preserve District's mission to preserve and manage natural areas and open spaces, provide environmental education and offer recreational opportunities.

In 2007, Kendall County Forest Preserve District acquired Hoover Forest Preserve, a 450-acre preserve located in Yorkville, Illinois along the Fox River, with future connection to the Fox River Bluffs Forest Preserve, a 160-acre forest preserve acquired in 2015 located just west of Hoover Forest Preserve, and acquired with support from the Illinois Clean Energy Community Foundation, and scheduled for a 100-acre cropland conversion and public access project scheduled to begin in fall 2019.

Hoover Forest Preserve was acquired from the Chicago Area Boy Scouts of America in 2007, with a long history and continued operation as a regional campground and educational facility. Hoover Forest Preserve hosts thousands of visitors each year. Facilities include Meadowhawk Lodge, a multi-purpose event and meeting facility, 3-bunkhouse units that each sleep 32-guests with access to three outdoor pavilions, 3 large-group campsites, and additional family campsites.

Hoover Forest Preserve also hosts the District's award-winning Natural Beginnings Early Learning Program based out of The Rookery pre-school facility.

Hoover Forest Preserve also hosts the Kendall County Outdoor Education Center, an environmental education and outdoor recreation facility leased to the Grundy-Kendall Regional Office of Education.

The goal of the "Hoover Forest Preserve Oak Woodland Bluffs and Core Prairie Community Stewardship Engagement Project" is to engage local communities within a large-scale restoration initiative to support removal of invasive-exotic species along the preserve's bluffs, and enhance the preserve's core prairie area (acreages TBD).

All ICECF funds will be used to support contracted work crews to assist with brush clearing activities and the purchase of native-perennial, tree, and shrub stock to enhance the core prairie and oak woodland bluff restoration areas.

Kendall County Forest Preserve District will provide all supplies needed for volunteer work days, and extend use of facilities to accommodate Scout and sponsored groups participating in the restoration project initiatives, and extend use of District facilities for hosting community engagement events.

Kendall County Forest Preserve District will develop curricula for participating school groups, assist with the promotion of the restoration project, and extend logistical support to the Forest Foundation of Kendall County's restoration project initiatives.

Project Timeframe: June 1, 2018 - December 31, 2019

Work Plan - Phase I

Fall-Winter 2018

Eagle Scout Challenge

ICECF: \$9,000.00 FFKC: \$3,000.00

Forest Foundation of Kendall County, with support from the Kendall County Forest Preserve District, will host Eagle Scout and other sponsored work groups to clear and burn brush piles cleared and treated by contractors over the winter months. During this time, the core prairie will be burned by District staff, and seeded with support of Natural Area Volunteers, participating school groups, and participating Scout groups.

Fall-Spring 2018-2019

Core Prairie Restoration

ICECF: \$3,000.00 FFKC: \$1,000.00

Forest Foundation of Kendall County, with support from the Kendall County Forest Preserve District, will work to plant native perennials and shrubs within the core prairie restoration area with support from Natural Area Volunteers, participating school groups, and participating Scout groups.

Work Plan - Phase II

Fall-Winter 2019

Eagle Scout Challenge

ICECF \$6,750.00 FFKC: \$2,250.00

Forest Foundation of Kendall County, with support from the Kendall County Forest Preserve District, will host Eagle Scout work groups to clear and burn brush piles cleared and treated by contractors over the winter months. During this time, the core prairie will be burned by District staff, and seeded with support of Natural Area Volunteers, participating school groups, and participating Scout groups.

Fall 2019

Core Prairie Restoration

ICECF \$2,250.00 FFKC: \$750.00

Forest Foundation of Kendall County, with support from the Kendall County Forest Preserve District, will work to plant native perennials and shrubs within the core prairie restoration area with support from Natural Area Volunteers, participating school groups, and participating Scout groups.

Fall 2019

Fox River Bluffs - Oak Savanna Restoration Project

Forest Foundation of Kendall County Fundraising Plan

June 2018 Community Engagement Kick-Off Fundraiser Net Revenue Goal: \$2,500.00

June 2018 Forest Foundation Native-Plant Sale Net Revenue Goal: \$500.00

Nov-Mar 2018 Eagle Scout Challenge Net Revenue Goal: \$1,500.00

June 2019 Community Engagement Awards Fundraiser Net Revenue Goal: \$3,000.00

Fall 2019 Community Open House and Celebration and

Fox River Bluffs Oak Savanna Restoration Project Kick-Off