KENDALL COUNTY FOREST PRESERVE DISTRICT MEETING AGENDA

WEDNESDAY, MARCH 18, 2020 9:00 A.M.

KENDALL COUNTY BOARD ROOM

T	0 11 . 0 1	
I.	Call to Order	7

II. Pledge of Allegiance

III. Invocation

IV. Roll Call

V. Approval of Agenda

VI. Public Comments

VII. Operations Committee Chair Report

CONSENT AGENDA

VIII. Approval of Minutes

- Kendall County Forest Preserve District Commission meeting on February 18, 2020 and March 3, 2020
- Kendall County Forest Preserve District Planning and Advisory Committee meeting on February 26, 2020
- Kendall County Forest Preserve District Finance Committee meeting on February 27, 2020
- Kendall County Forest Preserve District Operations Committee meeting on March 4, 2020
- IX. *Approval of Claims in the Amount of \$57,485.46
- X. *Approval of Farm License Agreement #20-03-003 with Kyle Connell of Morris, Illinois for Farming of 8.5-acres at Aux Sable Springs Park for a Base Rent Cost of \$50.00 per Acre
- XI. *Approval of a Lesson Horse Donation Agreement with Karen Hemza of St. Anne, Illinois Conditioned on Acceptance following a 30-day Trial Period

OLD BUSINESS

No agenda items posted for consideration

NEW BUSINESS

- XII. *MOTION: Approval of the Extra Work Authorization #2 with Upland Design, Inc. of Plainfield, Illinois for the Preparation of a Bulletin, Change Order Coordination, and Construction Plan Set Changes for the Pickerill-Pigott Forest Preserve: Public Access Phase I OSLAD Project in the Amount of \$2,070.00
- XIII. *MOTION: Approval of a Revised Position Description for the Environmental Education Program Coordinator (Change in Status from a FLSA Non-Exempt to FLSA Exempt Position) Effective March 23, 2020
- XIV. MOTION: Approval of the Revised Ellis Equestrian Center Program Coordinator Position Description
- XV. MOTION: Approval of the Ellis Equestrian Center Coordinator Assistant Position Description
- XVI. Executive Session
- XVII. Other Items of Business
 - KCFPD CORVID 19 (Coronavirus) Response Report
 - ComEd-Openlands Green Region Application Submission
- XVIII. Public Comments
- XIX. Adjournment

KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION MEETING MINUTES

FEBRUARY 18, 2020

I. Call to Order

President Gilmour called the meeting to order at 10:40 am in the Kendall County Board Room.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

Commissioner Prochaska offered an invocation for the meeting.

IV. Roll Call

X	Cesich	X	Gryder (entered the meeting at 10:41 am)
Χ	Flowers	X	Hendrix
Χ	Gengler	X	Kellogg (entered the meeting at 10:41 am)
Χ	Giles (left the meeting at 11:05 am)	X	Prochaska
Χ	Gilmour	X	Vickers

Commissioners Cesich, Flowers, Gengler, Giles, Gilmour, Gryder, Hendrix, Kellogg, Prochaska, and Vickers were all present.

V. Approval of Agenda

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

VI. Public Comment

No public comment was offered by those in attendance.

VII. Operations and Finance Committee Chair Reports

Finance Committee Chair Gengler provided a report from the January Finance Committee meeting.

Operations Committee Chair Flowers provided a report from the February Operations Committee.

CONSENT AGENDA

VIII. Approval of Minutes

- Kendall County Forest Preserve District Planning and Advisory Committee meeting of January 28, 2020
- Kendall County Forest Preserve District Finance Committee meeting of January 30, 2020

Director Guritz presented minutes for approval from the Kendall County Forest Preserve District Planning and Advisory Committee meeting of January 28, 2020; and the Kendall County Forest Preserve District Commission meeting of December 17, 2019.

IX. Approval of Claims for an Amount Not-to-Exceed \$31,326.19

Director Guritz presented claims for an amount not-to-exceed \$31,326.19.

X. Approval of Winter 2020 Public Program Fees and Charges

Commissioner Cesich left the meeting at 10:42 am.

Commissioner Hendrix made a motion to approve the consent agenda. Seconded by Commissioner Gryder.

Motion: Commissioner Hendrix Second: Commissioner Gryder

Roll call: Consent Agenda

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		Cesich	Х		Gryder
Χ		Flowers	Х		Hendrix
Χ		Gengler	Х		Kellogg
Χ		Giles	Х		Prochaska
X		Gilmour	Х		Vickers

Motion unanimously approved.

Commissioner Giles left the meeting at 11:05 am.

OLD BUSINESS

XI. <u>MOTION:</u> Approval of Contract for the Millbrook Bridge Removal Project #20-01-001 with D. Construction, Inc. Illinois for an Amount of Not-to-Exceed \$476,784.03

Director Guritz presented the final contract for the Millbrook Bridge Removal Project #20-01-001 with D. Construction, Inc. Illinois for an amount of not-to-exceed \$476,784.03.

Commissioner Flowers made a motion to approve the Millbrook Bridge Removal Project #20-01-001 with D. Construction, Inc. Illinois for an amount of not-to-exceed \$476,784.03. Seconded by Commissioner Vickers.

Motion: Commissioner Flowers Second: Commissioner Vickers

Roll call: Millbrook Bridge Removal Project #20-01-001

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	Х		Gryder
Χ		Flowers	Х		Hendrix
Χ		Gengler		X	Kellogg
		Giles	Х		Prochaska
Χ		Gilmour	Х		Vickers

Motion carries by a vote of 8:1.

NEW BUSINESS

XII. <u>MOTION</u>: Approval of the Purchase of a Supplemental Order of 22-arces of Prairie Seed Mix from Genesis Nursery – Project #19-08-002, in the Amount of \$20,467.26

Commissioner Hendrix made a motion to approve the purchase of a supplemental order of 22-arces of prairie seed mix from Genesis Nursery – Project #19-08-002 in the amount of \$20,467.26. Seconded by Commissioner Gryder.

Motion: Commissioner Hendrix Second: Commissioner Gryder

Roll call: 22-Acre Seed Mix Purchase - Genesis Nursery for \$20,467,26

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
Χ		Cesich	Х		Gryder
Χ		Flowers	Х		Hendrix
Χ		Gengler	Х		Kellogg
		Giles	Х		Prochaska
Χ		Gilmour	Х		Vickers

Motion unanimously approved.

XIII. MOTION: Approval of the Submission of a ComEd Green Region Grant for Support of Habitat Restoration Efforts at Fox River Bluffs and Hoover Forest Preserve in the Amount of \$10,000.00, including Approval of the Assignment of \$10,000.00 of Matching Funds from the District's IDNR Habitat Grant #1090-17558

Commissioner Hendrix made a motion to approve the submission of a ComEd Green Region Grant application for support of habitat restoration efforts at Fox River Bluffs and Hoover Forest Preserve in the amount of \$10,000.00, including approval of the assignment of \$10,000.00 of matching funds from the District's IDNR Habitat Grant #1090-17558. Seconded by Commissioner Flowers.

Motion: Commissioner Hendrix Second: Commissioner Flowers

Roll call: ComEd Green Region Grant

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
Χ		Cesich	Х		Gryder
Χ		Flowers	Х		Hendrix
Х		Gengler	Х		Kellogg
		Giles	Х		Prochaska
Χ		Gilmour	Х		Vickers

Motion unanimously approved.

XIV. Executive Session

Commissioner Flowers made a motion to enter executive session under 2(c)21 of the Open Meetings Act to discuss minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes, or semi-annual review of the minutes as mandated by Section 2.06. Seconded by Commissioner Vickers. Roll call: Commissioners Cesich, Flowers, Gengler, Gilmour, Kellogg, Prochaska, and Vickers, aye. Opposed, Commissioner Gryder and Hendrix. Motion carried by a vote of 7:2.

Executive Session called to order at 11:10 am.

Commissioner Gryder made a motion to adjourn from executive session. Seconded by Commissioner Prochaska. Aye, all. Opposed, none. Regular meeting reconvened at 11:15 am.

XV. Other Items of Business

Director Guritz provided updates on the Pickerill-Pigott Phase I OSLAD Project bidding and contract approval timeframe.

XVI. Public Comments

No public comments were offered from citizens in attendance.

XVII. Adjournment

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Hendrix. Aye, all. Opposed, none. Meeting adjourned at 11:18 pm.

Respectfully submitted,

David Guritz

Director, Kendall County Forest Preserve District

KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION MEETING MINUTES

MARCH 3, 2020

I. Call to Order

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

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

Commissioner Prochaska offered an invocation for the meeting.

IV. Roll Call

Χ	Cesich	X	Gryder	
	Flowers	Х	Hendrix	
Χ	Gengler	X	Kellogg	
Χ	Giles	Х	Prochaska	
Χ	Gilmour		Vickers	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

Commissioners Cesich, Gengler, Giles, Gilmour, Gryder, Hendrix, Kellogg, and Prochaska were all present.

V. Approval of Agenda

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

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. Finance Committee and Planning and Advisory Committee Chair Reports

Commissioner Prochaska presented a report from the February, 2020 Planning and Advisory Committee.

Commissioner Gengler presented a report from the February Finance Committee.

CONSENT AGENDA

VIII. Approval of Minutes

- Kendall County Forest Preserve District Commission meeting on February 4, 2020
- Kendall County Forest Preserve District Operations Committee meeting on February 5, 2020
- Kendall County Forest Preserve District Committee of the Whole meeting on February 11, 2020

Director Guritz presented minutes for approval from the Kendall County Forest Preserve District Commission meeting of February 4, 2020; the Kendall County Forest Preserve District Operations Committee meeting of February 5, 2020; and the Kendall County Forest Preserve District Committee of the Whole meeting on February 11, 2020.

IX. Approval of Claims for an Amount Not-to-Exceed \$22,485.78

Director Guritz presented claims for an amount not-to-exceed \$22,485.78.

- X. Approval of a License for Storage Space with the County of Kendall for Use of Basement Storage Space at the Pickerill Estate House beginning March 31, 2020 through the end of March, 2021 with Automatic Renewal, for a Monthly Lease Payment of \$3,836.00
- XI. Approval of a Kendall County Forest Preserve Lease Agreement between the District and County of Kendall for the Use of Certain Office and Storage Space at the Kendall County Historic Courthouse beginning March 31, 2020 through the end of March 2021, with Automatic Renewal for a Monthly Lease Payment of \$3,836.00
- XII. Approval of a Memorandum of Understanding between the Forest Preserve District of Kendall County and the County of Kendall Regarding Rent Payment
- XIII. Approval of Farm License Agreement #20-03-001 with Albert Collins, Jr. for the Lease of 51.5 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$7,725.00 for Base Rent
- XIV. Approval of Farm License Agreement #20-03-002 with Chris and Maurice Ormiston of Ottawa, Illinois for the Lease of 3.75 Acres of District Property at Henneberry Forest Preserve for a Total Amount of \$375.00 for Base Rent

Commissioner Hendrix made a motion to approve the consent agenda. Seconded by Commissioner Gryder.

Commissioner Kellogg requested that item X to be pulled from the Consent Agenda.

Motion: Commissioner Hendrix Second: Commissioner Gryder

Roll call: Consent Agenda - Not Including Item X

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	Х		Gryder
		Flowers	Х		Hendrix
Χ		Gengler	Х		Kellogg
Χ		Giles	Х		Prochaska
X		Gilmour			Vickers

Motion unanimously approved.

OLD BUSINESS

No agenda items posted for consideration.

NEW BUSINESS

X. Approval of a License for Storage Space with the County of Kendall for Use of Basement Storage Space at the Pickerill Estate House beginning March 31, 2020 through the end of March, 2021 with Automatic Renewal, for a Monthly Lease Payment of \$3,836.00

Commissioner Kellogg made a motion to approve the license for storage space with the County of Kendall for use of basement storage space at the Pickerill Estate House beginning March 31, 2020 through the end of March, 2021 with automatic renewal, for a monthly lease payment of \$3,336.00, noting that his amount is amended from the amount posted to the agenda. Seconded by Commissioner Hendrix.

Motion: Commissioner Kellogg Second: Commissioner Hendrix

Roll call: County Storage Space - Amended Figure \$3,336.00

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X	Cesich	Х		Gryder	
		Flowers	Х		Hendrix
Χ		Gengler	Х		Kellogg
Χ		Giles	Х		Prochaska
X		Gilmour			Vickers

Motion unanimously approved.

XV. MOTION: Approval of Contract for the Pickerill-Pigott Forest Preserve - Public Access - Phase I OSLAD Development with D. Construction, Inc. of Coal City, Illinois Including the Base Bid Amount of \$479,067.50, Alternate #1 (Trash Area Enclosure) for \$8,500.00, Alternate #2 (Picnic Tables) for \$14,400.00, and Alternate #3 (Entry Asphalt Apron) for \$4,500.00 for a Total Amount Not-to-Exceed \$506,467.50

Commissioner Hendrix made a motion to approve the Contract for the Pickerill-Pigott Forest Preserve: Public Access—Phase I OSLAD Development with D. Construction, Inc. of Coal City, Illinois Including the Base Bid Amount of \$479,067.50, Alternate #1 (Trash Area Enclosure) for \$8,500.00, Alternate #2 (Picnic Tables) for \$14,400.00, and Alternate #3 (Entry Asphalt Apron) for \$4,500.00 for a Total Amount Not-to-Exceed \$506,467.50. Seconded by Commissioner Gryder.

Motion: Commissioner Hendrix Second: Commissioner Gryder

Roll call: Pickerill-Pigott OSLAD Project

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	Х		Gryder
Χ		Flowers	Х		Hendrix
Χ		Gengler	Х		Kellogg
		Giles	Х		Prochaska
Χ		Gilmour	Х		Vickers

Motion unanimously approved.

XVI. MOTION: Approval of the Purchase of 400 LB. of Virginia Wild Rye (Elymus virginicus) from GRAINCO FS of Newark, Illinois for an Amount Not-to-Exceed \$3,200.00 (\$8.00 per Pound) for Nursery Cover Crop at Fox River Bluffs Forest Preserve

Commissioner Hendrix made a motion to approve the Purchase of 400 LB. of Virginia Wild Rye (Elymus virginicus) PLS from GRAINCO FS of Newark, Illinois for an Amount Not-to-Exceed \$3,200.00 (\$8.00 per Pound) for Nursery Cover Crop at Fox River Bluffs Forest Preserve. Seconded by Commissioner Cesich.

Motion: Commissioner Hendrix Second: Commissioner Cesich

Roll call: GRAINCO

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
Х		Cesich	Х		Gryder
		Flowers	Х		Hendrix
Χ		Gengler	Х		Kellogg
Χ		Giles	Х		Prochaska
X		Gilmour			Vickers

Motion unanimously approved.

XVII. Executive Session

None.

XVIII. Other Items of Business

No other items of business.

XIX. Public Comments

Director Guritz invited Commissioners to attend a Chicago Wilderness Education and Outreach Committee meeting that will feature an Oswego East High School student panel and their active participation in Project Hoover.

Jim Wyman, WSPY News reporter offered public comment on the District's OSLAD grant and project. Director Guritz provided an overview of the grant amount, required District match, and scope of work to be completed under the grant and approved contract.

XX. Adjournment

Commissioner Hendrix made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 6:15 pm.

Respectfully submitted,

David Guritz

Director, Kendall County Forest Preserve District

KENDALL COUNTY FOREST PRESERVE DISTRICT PLANNING AND ADVISORY COMMITTEE

FEBRUARY 26, 2020

I. Call to Order

Committee Chair Prochaska called the Committee of the Whole meeting to order at 6:03 pm in the 3rd Floor Conference Room of the Kendall County Historic Courthouse.

II. Roll Call

Committee Members Andrews, Bannister, Bazan, Gilmour, Gryder, Johnson, Prochaska, and Vick were all present.

Committee Member Bazan left the meeting at 6:54 pm.

III. Approval of Agenda

Committee Member Gryder made a motion to approve the agenda as presented. Seconded by Committee Member Gilmour. All, aye. Opposed, none.

IV. Update on Completion of Open Meetings Act Online Training

Committee Chair Prochaska remarked the Open Meetings Act online training needs to be completed by all Committee Members. A deadline for completion was established to complete the training prior to the March meeting.

V. Public Comments

No public comments were offered from citizens in attendance.

VI. Review of Preliminary Recommendations for Land Conservation Strategies – Short Term and Long-Range Goals

Director Guritz presented a review of preliminary recommendations for land conservation strategies for consideration as part of the District's short term and long-range goals.

VII. Review and Discussion of the Updated Master Plan Land Acquisition Scoring Worksheet

Director Guritz presented a review of the updated Master Plan's land acquisition scoring worksheet. The Planning and Advisory Committee discussed the proposed changes.

VIII. Presentation: Overview of District High-Quality and Conservative Natural Resources

Director Guritz provided an overview of the District's high-quality natural resources and natural area restoration project efforts.

OLD BUSINESS

No items posted for consideration.

NEW BUSINESS

IX. Natural Resources Conservation – Discussion of Preliminary Recommendations

The Planning and Advisory Committee discussed the preliminary recommendations for the District's natural resources conservation program. Direction was received to amend the format of the preliminary recommendations.

X. Other Items of Business

No other items of business.

XI. Public Comments

No public comments were offered from citizens in attendance.

XII. Adjournment

Committee member Andrews made a motion to adjourn the meeting at 7:56 pm. Seconded by Commissioner Gilmour. Aye, all. Opposed, none.

Respectfully submitted,

David Guritz

Executive Director, Kendall County Forest Preserve District

KENDALL COUNTY FOREST PRESERVE DISTRICT FINANCE COMMITTEE MEETING MINUTES

FEBRUARY 27, 2020

I. Call to Order

Committee Gengler called the Finance Committee meeting to order at 6:03 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Cesich, Gengler, Gilmour, Gryder, and Vickers all were present.

III. Approval of Agenda

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

IV. Public Comments

There were no public comments offered from citizens in attendance.

V. Motion to Forward Claims to Commission

The Finance Committee reviewed the claims list.

Commissioner Vickers made a motion to forward claims to Commission in the amount of \$22,485.78. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

VI. Review of Financial Statements and Cost Center Reports through January 31, 2020

Director Guritz presented an overview of the financial statements and cost center reports through January 31, 2020.

VII. Review of Bid Results – Pickerill-Pigott Phase I OSLAD Development Project

Director Guritz presented a review of the preliminary bid results for the Pickerill-Pigott Phase I OSLAD development project. Upland Design is reviewing the submitted bid form calculations.

Commissioner Cesich made a motion to forward the Pickerill-Pigott Phase I OSLAD contract to Commission for approval, with a recommendation of award of contract to D. Construction, Inc. for a total base bid contract amount plus alternates #1, #2 and #3 for \$506,467.50. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

VIII. Review of a Memorandum of Understanding for the Exchange of Use of County and District Property (KC Historic Courthouse and Pickerill Estate House Storage)

Commissioner Cesich made a motion to forward the proposed lease agreements and Memorandum of Understanding for the exchange of use of County and District property to Commission. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

IX. Farm License Agreements Updates

- 1. Aux Sable Springs Park
- 2. Henneberry Forest Preserve
- 3. Baker Woods 3- Year Hay Contract Bid Documents

Director Guritz presented a review of farm license agreements.

Commissioner Cesich made a motion to forward the Baker Woods 3 – Year hay contract bid documents to the State's Attorney's Office for review. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

X. Review of Quotes – Virginia Wild Rye Seed Purchase (Fox River Bluffs Cover Crop)

Director Guritz presented a review of quotes for Virginia Wild Rye seed purchase for Fox River Bluffs Cover Crop.

Commissioner Gryder made a motion to forward the quote received from GRAINCO, FS of Newark for the purchase of Virginia Wild Rye seed to Commission. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

XI. Speer Financial, Inc. Correspondence – S&P Bond Rating and Non-Referendum General Obligation Limited Tax Bonding Authority

Director Guritz presented a report from Speer Financial, Inc. on the District's non-referendum general obligation limited tax bonding authority and S&P bond rating conference correspondence. The Finance Committee discussed anticipated S&P bond rating change and non-referendum general obligation limited tax bonding authority available to address District capital project needs.

XII. Procurement Card Purchases Reporting Discussion

Director Guritz presented a discussion on procurement card purchase reporting. Direction was received to forward the invoice back-up not currently accessible using the MUNIS links.

XIII. Executive Session

Commissioner Vickers made a motion to enter Executive Session under 2(c)21 of the Open Meetings Act for the purpose of the review minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. Seconded by Commissioner Cesich. Roll call: Commissioners Cesich, Gilmour, Gryder, Vickers, and Gengler, aye. Opposed, none.

Executive Session called to order at 7:05 pm.

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

Regular meeting reconvened at 7:15 pm.

XIV. Other Items of Business

Director Guritz presented the sponsorship for The Conservation Foundation Earth Benefit Dinner. Direction was received to renew the District's \$1,500 Bronze Level sponsorship.

XV. Public Comments

No public comments were offered from citizens in attendance.

XVI. Adjournment

Commissioner Cesich made a motion to adjourn. Seconded by Commissioner Vickers. Aye, all. Opposed, none. Meeting adjourned at 7:16 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

KENDALL COUNTY FOREST PRESERVE DISTRICT OPERATIONS COMMITTEE MEETING MINUTES

MARCH 4, 2020

I. Call to Order

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

II. Roll Call

Commissioners Flowers, Gilmour, and Prochaska all were present.

III. Approval of Agenda

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

IV. Public Comments

No public comments were offered from citizens in attendance.

OLD BUSINESS

No agenda items posted for consideration.

NEW BUSINESS

V. Review of Financial Statement Reports through February 29, 2020

Director Guritz presented a review of financial statement reports through February 29, 2020.

VI. Review and Approval of Special Use Permit Requests

- KCHSA Harris Horse Arena Show Dates 06/14/20; 07/19/20; 08/09/20, and 08/20/20
- KC SAO Judicial Conference October 8 and 9, 2020 at Meadowhawk Lodge

Commissioner Prochaska made a motion to forward the special use permit request from KCHSA to Committee of the Whole. Seconded by Commissioner Gilmour. Aye, all. Opposed, none.

Director Guritz reported that the KC SAO Judicial Conference request had been approved. Commissioner Prochaska corrected the sponsoring agency as the 23rd Judicial Circuit for the State of Illinois.

VII. Website and Web Platform Updates

- EquiLesson Transition Updates
- MUNIS Transition Updates
- Granicus Website Transition Updates

Director Guritz provided updates on the website and web platform transitions.

VIII. Fox River Bluffs Cropland Conversion Updates

Director Guritz presented the updates on Fox River Bluffs cropland conversion project.

IX. 2020 Farm License Agreements – Updates

Director Guritz provided updates on the 2020 farm license agreements.

X. Yorkville Athletic Association (Yorkville Fury Baseball) License Agreement Review and Discussion

Director Guritz presented a license agreement review and discussion for Yorkville Athletic Association (Yorkville Fury Baseball). Due to the presence of RPBB at Hoover Forest Preserve, the use of lawn chemicals potentially harmful to bumble bees will be carefully examined. The Operations Committee denied the request for the use of fence cups for team decorations at Hoover Forest Preserve, citing the precedent it would set and visual impact within the preserve.

XI. Ellis Equestrian Center – Horse Donation Trial Period Approval

Director Guritz requested support for the commencement of a trial period for a proposed horse donation agreement for Ellis Equestrian Center.

Commissioner Prochaska made a motion to approve the horse donation trial period, with presentation of the agreement to Commission. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

XII. Program Updates (NB Enrollment; Summer Camps; Education Services; Facility Rentals; Equestrian Center)

Director Guritz presented program updates. Reports from departments were provided.

XIII. March Operations Focus Report

Director Guritz presented a March Operations focus report.

XIV. Executive Session

Commissioner Prochaska made a motion to enter executive session to discuss 2(c)21 of the Open Meetings Act for the purpose of discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. Seconded by Commissioner Gilmour. Roll call: Commissioners Gilmour, Prochaska and Flowers, aye. Opposed, none. Executive session called to order at 6:00 pm.

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

Regular meeting reconvened at 6:55 pm.

XV. Summary of Action Items

Director Guritz provided a summary of action items.

XVI. Citizens to be Heard

No public comments were offered by those in attendance.

XVII. Other Items of Business

There were no other items of business.

XVIII. Adjournment

Commissioner Prochaska made a motion to adjourn. Seconded by Commissioner Gilmour. Aye, all. Opposed, none. Meeting adjourned at 6:57 pm.

Respectfully submitted,

David Guritz

Executive Director, Kendall County Forest Preserve District

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Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	= \	Invoice
Ellis Birthday Parties							
	541	FIRST NATIONAL BANK OF OMAHA	M Vick CC Feb 2020	Ellis Supplies	19001165 63000	63000	\$13.26
						Sub-Total	\$13.26
	JAN.				Ellis Birthday Parties	Total	\$13.26
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	541	FIRST NATIONAL BANK OF OMAHA	D Guritz Feb 2020	Credit Card - Misc Invoices	19001160 62270	62270	\$155.79
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	124	BARRETT'S ECOWATER	02/20/20	Ellis - Water	19001160 68580	68580	\$25.00
	541	FIRST NATIONAL BANK OF OMAHA	M Vick CC Feb 2020	Ellis Supplies	19001160 68580	68580	\$62.99
	1323	MENARDS	76703	Ellis - House Supplies	19001160 68580	68580	\$39.93
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Ellis Riding Lessions					Ellis House	Total	\$283.71
	541	FIRST NATIONAL BANK OF OMAHA	D Guritz Feb 2020	Credit Card - Misc Invoices	19001164 63000	63000	\$618.99
						Sub-Total	\$618.99
		The second secon			Ellis Riding Lessions	Total	\$618.99

Ellis Weddings					The state of the s	the second secon	The control of the state of the control of the cont
	541	FIRST NATIONAL BANK OF OMAHA	D Guritz Feb 2020	Credit Card - Misc Invoices	19001168 63070	63070	\$129.84
n von de la faction de la fact					And a second sec	Sub-Total	\$129.84
Environ. Educ. Laws					Ellis Weddings	Total	\$129.84
of Nature	541	FIRST NATIONAL BANK OF OMAHA	E Dombrowski CC Feb	Env Educ - Pet Supplies	19001180 63030	63030	\$34.37
	The state of the s				*	Sub-Total	\$34.37
Environmental Educ.					Environ. Educ. Laws of Nature	Total	\$34.37
Natri Beg.	541	FIRST NATIONAL BANK OF OMAHA	S Wiencke - Feb 2020	Natural Beginnings - Books, Supplies	19001178 63030	63030	\$220.42
	1871	JESSICA VOSBURGH	2/25/20	Nat'l Beg - Supplies, Binoculars	19001178 63030	63030	\$19.50
	1935	STEPHANIE WIENCKE	2/28/20	Nat'l Beg - Cleaning Supplies	19001178 63030	63030	\$68.59
	1935	STEPHANIE WIENCKE	3-5-20-SW	Natural Beginnings - Photos	19001178 63030	63030	\$106.24
	I mercephone or entremy contractions					Sub-Total	\$414.75
Forest Preserve			AN APPARENT AND AP		Environmental Educ. Natrl Beg.	Total	\$414.75
Director	541	FIRST NATIONAL BANK OF OMAHA	D Guritz Feb 2020	Credit Card - Misc Invoices	190011 62000	62000	\$172.66
						Sub-Total	\$172.66
	541	FIRST NATIONAL BANK OF OMAHA	D Guritz Feb 2020	Credit Card - Misc Invoices	190011 62040	62040	\$686.76
Control of the Contro		The second secon			And the state of t	Sub-Total	\$686.76

2047	COMED	0927007163	Richard Young	190011 63510	63510	\$25.19
2047	COMED	1123166102	Jay Woods	190011 63510	63510	\$24.80
2047	COMED	5514710005	Harris Arena	190011 63510	63510	\$26.26
2047	COMED	Harris	Harris	190011 63510	63510	\$83.73
					Sub-Total	\$159.98
1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	4/1/2020	Insurance-April 2020	190011 68000	68000	\$6,922.00
					Sub-Total	\$6,922.00
541	FIRST NATIONAL BANK OF OMAHA	D Guritz Feb 2020	Credit Card - Misc Invoices	190011 68430	68430	\$182.69
1665	SHAW MEDIA	10085118-FEb 2020	Website Hosting-Feb 2020	190011 68430	68430	\$59.99
The second secon					Sub-Total	\$242.68
1928	WBK ENGINEERING, LLC	21011	Pickerill Pigot	190011 68500	68500	\$430.00
The state of the s		an annual statement of the statement of			Sub-Total	\$430.00
843	IL DEPT OF NAT'L RESOURCES	00255	Fox River Bluffs - Trees	190911 68530	68530	\$15,005.00
1293	MARTENSON TURF PRODUCTS, INC	73291	Fox River Bluffs	190911 68530	68530	\$1,046.20
2035	GENESIS NURSERY, INC.	20260	Fox River Bluffs	190911 68530	68530	\$20,467.26
	The second secon			The second of th	Sub-Total	\$36,518.46

Forest Preserve			THE THE REAL PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPE		The second of th	well-frame and some common to the second	Annual control of the
	2260	THE CONSERVATION FOUNDATION	12424	Earth Day Dinner -2020	190011	190011 68540	\$1,500.00
						Sub-Total	\$1,500.00
Grounds and Matural		er i Anna de la Colonia de			Forest Preserve Director	Total	\$46,632.54
Resources	413	DEKANE EQUIPMENT CORP	IA69240	Hoover - Oil, Filters, Repairs	19001183 62160	62160	\$237.70
	1060	JOHN DEERE FINANCIAL	11113-29745	Hoover - Equipment Repair, Supplies	19001183 62160	62160	\$335.35
	1152	KENDALL PLUMBING & HEATING	20030163	Harris - Heater Repair	19001183 62160	62160	\$385.00
	1323	MENARDS	76644	Hoover Supplies	19001183 62160	62160	\$293.81
						Sub-Total	\$1,251.86
	829	GRAINCO FS, INC.	4009902, 407758	4009902, 407758 Hoover - Dieselex	19001183 62180	62180	\$793.38
	1153	KENDALL CO HIGHWAY DEPT	Feb 2020	Gas/Diesel	19001183 62180	62180	\$642.96
						Sub-Total	\$1,436.34
	541	FIRST NATIONAL BANK OF OMAHA	D Guritz Feb 2020	Credit Card - Misc Invoices	19001183 63070	63070	\$283.31
	1655	SERVICE SANITATION, INC	7897889,7890	Portable Restrooms	19001183 63070	63070	\$166.00
						Sub-Total	\$449.31
	1954	YORKVILLE NAPA AUTO PARTS	248179,247416	Harris, Hoover - Shop Supplies	19001183 63110	63110	\$11.11
						Sub-Total	\$11.11

1949 VERIZON 9848692339 Cell Phones 19001183 63540 \$5191	Grounds and Natural						The state of the s	Annual control of the second s
1999 BUSTED KNUCKLES 2622 Hoover-Tree Removal 19001183 68530 LANDSCAPING 20237 Preserve Improvements - 19001183 68530 Sub-Total \$50	Vesources	1849	VERIZON	9848692339	Cell Phones	19001183	1 63540	\$911.92
199 BUSTED KNUCKLES 2622 Hoover-Tree Removal 19001183 68530 Sub-Total States CENTRAL LIMESTONE 20237 Hoover Improvements 19001183 68530 Sub-Total States CENTRAL LIMESTONE 20237 Hoover Alarm 19001171 62270 States CENTRAL LIMESTONE 33669, 33670 Hoover Alarm 19001171 62270 States CENTRAL LIMESTONE 33669, 33670 Hoover Alarm 19001171 62270 States CENTRAL LIMESTONE 2222 JON NELSON 20-00006 Meadowhawk - Refund 19001171 63040 States COLLOFELLO 19-00292 Bunkhouse Sec Dep Rtn 19001171 63040 States COLLOFELLO 19-00294 Bunkhouse Sec Dep Rtn 19001171 63040 States COLLOFELLO COLLOFELLO COMED O756081017 Hoover Bathhouse 19001171 63100 States COMED COMED O756081017 Hoover Bathhouse 19001171 G3100 States COMED O756081017 Hoover Bathhouse 19001171 G3100 States COMED COMED O756081017 Hoover Bathhouse 19001171 G3100 States COMED COMED O756081017 Hoover Bathhouse 19001171 G3100 States COMED		X may be a second of the secon					Sub-Total	\$911.92
236 CENTRAL LIMESTONE 20237 Preserve Improvements - 19001183 68530 Sub-Total States Stat		199	BUSTED KNUCKLES LANDSCAPING	2622	Hoover-Tree Removal	19001183	\$ 68530	\$950.00
1937 WIRE WIZARD OF 33669, 33670 Hoover - Alarm 19001171 62270 8		236	CENTRAL LIMESTONE	20237	Preserve Improvements - Hoover	19001183	3 68530	\$244.66
1937 Wile Wilder 33669, 33670 Hoover - Alarm 19001171 62270 8						production of the second secon	Sub-Total	\$1,194.66
1937 WIRE WIZARD OF ILLINOIS INC 33669, 33670 Hoover - Alarm Monitoring 19001171 62270 \$ 1937 WIRE WIZARD OF ILLINOIS INC 33669, 33670 Hoover - Alarm 19001171 62270 \$ 2222 JON NELSON 20-00006 Meadowhawk - Refund 19001171 63040 \$ 2223 JAKOB ZIMMERMANN 19-00245 Meadowhawk Security 19001171 63040 \$ 2261 NICK DE SANDRO 19-00292 Bunkhouse Sec Dep Rtn 19001171 63040 \$ 2262 OLLVER ROBLEZA 19-00294 Bunkhouse Sec Dep Rtn 19001171 63040 \$ 2263 MICHAEL 19-00204 Rtn 19001171 63040 \$ 2264 COLLOFELLO Rtn 19001171 63040 \$ 2047 COMED 0756081017 Hoover Bathhouse 19001171 63100 \$	Hoover					Grounds and Natural Resources		\$5,255.20
WIRE WIZARD OF 33669, 33670 Hoover - Alarm 19001171 62270 \$ ILLINOIS INC Abonitoring Monitoring Sub-Total \$ JON NELSON 20-00006 Meadowhawk - Refund 19001171 63040 \$ JAKOB ZIMMERMANN 19-00245 Meadowhawk Security 19001171 63040 \$ NICK DE SANDRO 19-00292 Bunkhouse Sec Dep Rtn 19001171 63040 \$ OLIVER ROBLEZA 19-00294 Bunkhouse Sec Dep Rtn 19001171 63040 \$ MICHAEL 19-00204 Rtn Rtn Sub-Total \$ COLLOFELLO 0756081017 Hoover Bathhouse 19001171 63100 \$ COMED 0793673015 Hoover Multiples 19001177 63100 \$		1937	WIRE WIZARD OF	33669, 33670	Hoover - Alarm Monitoring	19001171	62270	\$105.00
JON NELSON Z0-00006 Meadowhawk - Refund 19001171 63040 JAKOB ZIMMERMANN 19-00245 Meadowhawk Security 19001171 63040 \$ NICK DE SANDRO 19-00292 Bunkhouse Sec Dep Rtn 19001171 63040 \$ OLIVER ROBLEZA 19-00294 Bunkhouse Sec Dep Rtn 19001171 63040 \$ MICHAEL 19-00204 Meadowhawk Sec Dep Rtn 19001171 63040 \$ COLLOFELLO Rtn Rtn 19001171 63040 \$ COLLOFELLO Rtn Hoover Bathhouse 19001171 63100 \$ COMED 0755081017 Hoover - Multiples 19001171 63100 \$		1937	WIRE WIZARD OF ILLINOIS INC	33669, 33670	Hoover - Alarm Monitoring	19001171	62270	\$180.00
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JAKOB ZIMMERMANN 19-00245 Meadowhawk Security 19001171 63040 NICK DE SANDRO 19-00292 Bunkhouse Sec Dep Rtn 19001171 63040 OLIVER ROBLEZA 19-00294 Bunkhouse Sec Dep Rtn 19001171 63040 MICHAEL COLLOFELLO 19-00204 Meadowhawk Sec Dep Rtn 19001171 63040 COLLOFELLO Rtn Sub-Total COMED 0756081017 Hoover Bathhouse 19001171 63100 COMED 0793673015 Hoover - Multiples 19001171 63100 \$1		2222	JON NELSON	20-00006	Meadowhawk - Refund	19001171	63040	\$46.00
NICK DE SANDRO 19-00292 Bunkhouse Sec Dep Rtn 19001171 63040 OLIVER ROBLEZA 19-00294 Bunkhouse Sec Dep Rtn 19001171 63040 MICHAEL COLLOFELLO 19-00204 Meadowhawk Sec Dep Rtn 19001171 63040 COLLOFELLO Rtn Sub-Total Sub-Total COMED 0755081017 Hoover Bathhouse 19001171 63100 COMED 0793673015 Hoover - Multiples 19001171 63100 \$1		2223	JAKOB ZIMMERMANN	19-00245	Meadowhawk Security Deposit Return	19001171	63040	\$130.00
OLIVER ROBLEZA 19-00294 Bunkhouse Sec Dep Rtn 19001171 63040 MICHAEL COLLOFELLO 19-00204 Meadowhawk Sec Dep Rtn 19001171 63040 COLLOFELLO Rtn Sub-Total COMED 0755081017 Hoover Bathhouse 19001171 63100 COMED 0793673015 Hoover - Multiples 19001171 63100 \$1	6. 4. 4.	2261	NICK DE SANDRO	19-00292	Bunkhouse Sec Dep Rtn	19001171	63040	\$100.00
MICHAEL 19-00204 Meadowhawk Sec Dep 19001171 63040 COLLOFELLO COLLOFELLO COMED 0756081017 Hoover Bathhouse 19001171 63100 COMED 0793673015 Hoover - Multiples 19001171 63100 \$1		2262	OLIVER ROBLEZA	19-00294	Bunkhouse Sec Dep Rtn	19001171	63040	\$100.00
COMED 0756081017 Hoover Bathhouse 19001171 63100 \$100 COMED 0793673015 Hoover - Multiples 19001171 63100 \$1		2263	MICHAEL	19-00204	Meadowhawk Sec Dep Rtn	19001171	63040	\$292.50
COMED 0756081017 Hoover Bathhouse 19001171 63100 COMED 0793673015 Hoover - Multiples 19001171 63100 \$*		400 000 000 000 000 000 000 000 000 000					Sub-Total	\$668.50
COMED 0793673015 Hoover - Multiples 19001171 63100		2047	COMED	0756081017	Hoover Bathhouse	19001171	63100	\$354.83
		2047	COMED	0793673015	Hoover - Multiples	19001171	63100	\$1,156.31

Hoover	2047	COMED	1938021081	Hoover House	19001171 63100	63100	\$74.53
						Sub-Total	\$1,585.67
	1060	JOHN DEERE FINANCIAL	11113-29745	Hoover - Equipment Repair, Supplies	19001171 63110	63110	\$153.67
	1323	MENARDS	76644	Hoover Supplies	19001171 63110	63110	\$3.98
	1954	YORKVILLE NAPA AUTO PARTS	248179,247416	Harris, Hoover - Shop Supplies	19001171 63110	63110	\$12.99
						Sub-Total	\$170.64
	1060	JOHN DEERE FINANCIAL	11113-29745	Hoover - Equipment Repair, Supplies	19001171 63120	63120	\$95.90
						Sub-Total	\$95.90
	1060	JOHN DEERE FINANCIAL	11113-29745	Hoover - Equipment Repair, Supplies	19001171 68580	68580	\$29.98
						Sub-Total	\$29.98
Pickerill - Pigott					Hoover	Total	\$2,835.69
	2047	COMED	5514228011	Pickerill	19001184 63100	63100	\$1,267.11
	W control of the cont					Sub-Total	\$1,267.11
					Pickerill - Pigott	Total	\$1,267.11
						Grand Total	\$57,485.46

FARM LEASE AGREEMENT #20-03-003

Aux Sable Springs Park Property

AGREEMENT made this 17th day of March, 2020 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL 60560, Licensor, and, Kyle Connell of 7485 Nettle Creek Road, Morris, Illinois, 60450, Licensee, including all heirs and assigns.

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

PIN#s: 09-34-300-010

WHEREAS, Licensee desires to use the above-described real estate, for farming purposes with the structures utilized for the storage of crops and farm implements, and Licensor desires to have the real estate farmed.

WHEREAS, both Licensee and Licensor hereby agree that there are 8.5 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on March 18, 2020, and ending on October 15, 2020 subject to the conditions and limitations hereinafter mentioned.

WHEREAS, Licensee plans to plant early harvest soybeans in 2020, which is consistent with the plan for cropland conversion of 8.5-acres within Aux Sable Springs Park; and

Licensee shall pay Licensor a Base Rate of \$50.00 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2020, and Licensee agrees that failure to pay by this date may terminate this License.

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

- 1. The proceeding introductory language is made a part hereof and incorporated herein.
- 2. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
- 3. Licensor makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of

this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.

- 4. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
- 5. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."
- 6. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
- 7. Licensee shall keep and provide to the Licensor the following records:
 - A. Soil Samples The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30, 2020. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
 - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
 - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
 - B. Global Positioning System data of crops and yields harvested.
 - C. Fertilizers and rates applied.
 - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- 8. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.
- 9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.

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

C		
C		

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

12. Pesticide Use

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensor with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application. No products may be applied that will have a detrimental residual negative effect on grasses and woody plant materials beyond October 1, 2020. Licensee shall submit product labeling from their contracted application firm prior to field treatment, as well as the date of application for all herbicides applied during the 2020 growing season.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.
- 13. Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.
- 14. The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm and to maintain improvements in a careful and prudent manner.
- 15. Upon termination of this Agreement, Licensor may request the Licensee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.
- 16. Licensor reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.

17. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensor shall pay the Licensee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licensor in the event the License granted herein is terminated.

18. Insurance & Liability

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licensor. Licensee shall purchase insurance with said company naming the Licensor as additional insured on the liability policy. Proof of such coverage must be on file with the Licensor on or before March 31st of the first year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee shall hold harmless, indemnify, and defend the Licensor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.
- 19. This License is not assignable or transferable to any person, company, or corporation, in whole or in part.
- 20. It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.
- 21. Licensee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to

do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.

- 22. Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.
- 23. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.
- 24. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.
- 25. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.
- 26. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
By: Judy Gilmour, President	Date:	
Licensee:		
By: Kyle Connell, Farm Operator	Date:	

Licensor: Kendall County Forest Preserve District

LESSON HORSE DONATION AGREEMENT

Property: "Winnie" (Draft/Morgan Cross - Mare)

Condition: As is, with no known medical issues. Approximate age: 20

Donor: Karen Hemza

4370 E 3500 S Road St Anne, IL 60964

Purchaser: Kendall County Forest Preserve District

110 West Madison Street Yorkville, Illinois 60560

Date of Commission Approval: March 17, 2020

<u>Conditions of Acceptance/ No Warranty:</u> For consideration of \$1.00 to be paid-in-hand, Purchaser agrees to accept the donation of the Property, a lesson horse named "Winnie," following a thirty-day trial period, and the Donor, Karen Hemza, hereby transfers, assigns and delivers any and all rights, title and interest to the Kendall County Forest Preserve District, and the Purchaser, Kendall County Forest Preserve District, hereby accepts all rights, title and interest in the Property subject to the following terms and conditions:

- Purchaser will pick up Property from the Donor's stable, and Donor agrees to allow a
 thirty-day trial period that shall commence on the first day following delivery to the Ellis
 House and Equestrian Center located at 13986 McKanna Road in Minooka, IL 60447 on
 or around July 10, 2019.
- 2. Upon successful conclusion of the thirty-day trial period, the Purchaser, Kendall County Forest Preserve District, shall accept full and complete responsibility for the Property from the date the Property is accepted by the Kendall County Forest Preserve District, or will transport "Winnie" from the Kendall County Forest Preserve District's Ellis House and Equestrian Center to the Donor's stable.
- 3. The Donor is not a seller of horses and disclaims to the fullest extent authorized by law any and all warranties, promises, whether express or implied, including warranties of merchantability and or fitness for a particular use and makes no promises, warranties or other representations regarding the horse's conditions at the time of transfer, and by accepting the Property after a thirty-day trial period, the Purchaser accepts the Property "as is".
- 4. The Donor on behalf of itself, its successors and assigns hereby forever waives and releases the Kendall County Forest Preserve District, its elected officials, employees, agents, volunteers and assigns from any and all known and unknown claims, actions, causes of action, damages, injuries, costs and fees related in any manner to acceptance of this transfer or the condition of the Property at the time of the transfer.

- 5. The Donor will provide a negative Coggins test for "Winnie" prior to the start of the thirty-day trial period. If the horse does not have a current Coggins, the trial period will be delayed until one is completed.
- 6. If the Kendall County Forest Preserve does accept the donation of "Winnie," and deems that the horse no longer meets the needs of Ellis Equestrian Center programs and decides to rehome "Winnie", the Donor will be contacted and will be offered the first right of refusal. The Donor will have 7 business days from the time that they are contacted to accept or refuse the offer. After 7 business days, the Donor forfeits the first right of refusal and the Kendall County Forest Preserve District can rehome "Winnie" to an outside party.

Kendall County Forest Preserve District, Illinois	Marcella Sparks; Custer Park, Illinois:
Judy Gilmour, President	Karen Hemza

To: Kendall County Board of Commissioners

From: David Guritz, Director

RE: Upland Design - Extra Work Authorization #2

Construction Plan Bulletin and Change Order Directions

Date: March 17, 2020

Per direction received from the Committee of the Whole, Upland Design has prepared the following cost estimate options based on D. Construction's submitted bid unit prices for Commission consideration and direction.

The Option 1 additional costs fall below the contracted savings over the project budget of approximately \$62,000. Therefore, staff recommends approval of the Extra Work Authorization #2, with direction to Upland Design, Inc. to prepare the bulletin to include gravel to asphalt paving improvements from: 1) the entry drive curve and main parking lot, and 2) the driveway from the bus turn around to the Pickerill estate house.

In addition to these two items, costs will be requested for installation of electrical conduit only from the Pickerill estate house exterior light post to the picnic shelter. A credit will also be requested for the light post to remain in place rather than demolished as called out within the bid specifications.

The bulletin will be prepared, reviewed by D. Construction to confirm costs, and submitted to the IDNR for pre-approval. The resulting final change order will be presented to Commission for approval once IDNR pre-approval is received.

Recommendation: Consider a motion to approve the Extra Work Authorization #2 for Upland Design, Inc. including direction to move forward with Option 1 as provided below.

To: Kendall County Forest Preserve District Board of Commissioners

From: Maria Blood, PLA - Upland Design, Inc.

RE: Pickerill-Pigott Plan Review - Additional Grant-Funded Improvements

Date: March 17, 2020

Additional Improvements for Discussion	Measurement	Unit	Base Bid	Option 1: ADD	C	option 2: ADD
1				Gravel to Asphalt Paving	Co	Gravel to oncrete Paving
Area starting at curve and main parking lot	1470	SY	\$ 24,990.00	220000000000000000000000000000000000000		80,850.00
Area from bus turn around to house	547	SY	\$ 9,299.00	\$ 14,769.0	\$	30,085.00
Area in front of dumpster	32	SY	\$ 1,408.00	Base Bid is Asphalt	\$	1,760.00
16 An All 10 10 10 10 10 10 10 10 10 10 10 10 10	Discussion of		\$ 35,697.00	\$ 54,459.00	\$	112,695.00

Total for All



EXTRA WORK AUTHORIZATION #2

March 10, 2020

Project: Pickerill-Pigott Forest Preserve Development

#737

Owner: Kendall County Forest Preserve District

The following, once signed, becomes as part of the professional services contract listed above.

Additional Service Description	Fee
 Prepare a bulletin (including sketches and details when necessary) for contractor pricing on additional work on site for the following areas: Credit for keeping existing light pole west of house Replace gravel with asphalt starting at curve and main parking lot Replace gravel with asphalt from bus turn around to house Electrical conduit with wire for future connection from existing light pole to shelter at two post locations on East side Additional concrete in front of dumpster in lieu of asphalt Add lockable sturdy bar gate at entry Add preserve entrance sign Prepare and coordinate Change Order once bulletin items have been reviewed and approved Prepare an Issue for Construction plan set with approved Change Order Items 	\$ 2,070.00
Original Contract Amount	\$52,500.00
Previous Additional Services	\$ 2,625.00
Additional Services	\$ 2,070.00
Total Amount	\$57,195.00

AUTHORIZATION:

Kendall ((Owner)	County Forest Preserve District
Signature	:
Title	
Date:	

Page 1 of 1
Upland Design Ltd. tel 815.254.0091 <u>uplandDesign.com</u>
Street, Chicago, IL 60608 24042 Lockport Street, Plainfield, IL 60544 1250 W 18th Street, Chicago, IL 60608

KENDALL COUNTY FOREST PRESERVE DISTRICT JOB DESCRIPTION

CLASS TITLE:

Environmental Education Program Manager

WAGE CATEGORY:

FLSA Non-Exempt FLSA Exempt

REPORTS TO:

Executive Director of the Kendall County Forest Preserve District

EFFECTIVE DATE:

November 21, 2017 March 17, 2020

SUMMARY:

Oversees the development and day-to-day management of Environmental Education programming including school and scout programs, teacher education, and other public program offerings (collectively "Public Programs"), for the Kendall County Forest Preserve District ("District"). This position assists with the development and delivery of summer programs for children.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Develop curriculum and themed programs that are developmentally appropriate for all relevant age groups
 and ability levels, including young children and individuals with disabilities, and reflects the natural and
 cultural history of Kendall County.
- Assist with the development and management of the District's annual budget.
- Establish program policies, performance goals, and objectives for school, scout and teacher education programs.
- Manage program reservations, registrations and invoicing with the District's Administrative Assistant.
 Enter program reservation data using the District's program reservation software system.
- Manage staff schedules and hours of employment.
- Train support staff in curricular program goals, objectives, and instructional methods.
- Address staff disciplinary issues in consultation with the Director of the District.
- Provide supervision to part-time instructors and volunteers in the District's educational programs.
- Maintain a safe and clean environment at all times and enforce all District safety rules and policies.
- Support marketing and public outreach efforts to promote the District and program services.
- Develop and maintain handbooks, brochures, packets, press releases, newsletters, and social media postings.
- Create and purchase supplies and materials needed for school, scout and teacher education programs.
- Work with, and provide program support and assistance to the Natural Beginnings Preschool Program Manager.
- Maintain professional collaboration with other nature-based administrators, community organizations, and environmental educators.
- Communicate effectively with District staff and the public.
- Manage District policies and processes to identify safety issues; reduce risk and liability exposure within school, scout, teacher education, and other public program offerings.
- Assist with basic animal care including feeding and tank/enclosure cleaning and Laws of Nature visitor center upkeep and exhibit development.
- Complete performance reviews for all part time environmental education instructors.
- Assist with development and implementation of the fiscal year program budget.
- Seek outside sponsors, grant program funding and community-based support for the District and environmental education programs and events.
- Provide first aid or take other emergency measures when necessary as indicated in student, volunteer and staff emergency protocol and procedures.
- Perform other duties as assigned.

SUPERVISORY RESPONSIBILITIES:

This position supervises the full-time Communications, Marketing, and Public Programs Specialist position
and part-time instructors and volunteers for the District's Natural Beginnings Early Learning Program, and
school, scout, teacher education, and other public program services.

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:

- Bachelor's Degree in the field of education or environmental sciences or an
 equivalent of six to eight years of education and experience in the field of education
 or environmental sciences. May be actively pursuing a degree in the education,
 environmental sciences, or related field.
- Ability to apply education principals and practices within the design of environmental education program experiences.
- Two years of experience in administration of an educational program.
- Four years experience with instructing children in an educational setting.
- Knowledge of Microsoft Office programs including, but not limited to, Excel, Word and PowerPoint.
- Ability to effectively and appropriately use the Internet and social media.
- Knowledge of office practices, principles of modern record keeping, and setup and maintaining filing systems.

B. LANGUAGE SKILLS:

- Ability to draft and present District curriculum.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public, including individuals of all ages and ability levels, and employees of the District.
- 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.
- Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

D. REASONING ABILITY:

- Ability to employ safe work practices and use sound judgment while leading educational programs.
- Ability to complete projects from beginning to end with minimal supervision.
- Possess positive conservation ethic and respect towards living things and the natural environment.
- 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:

- State-certified teacher, substitute teacher or other teaching certification preferred.
 May be actively pursuing an education related degree or certification.
- Master Naturalist, Certified Interpretive Guide, or other environmental certification preferred. May be actively pursuing an environmentally related certificate.
- Current CPR/First Aid certification.
- All certificates and registrations required for the specific duties performed.

PHYSICAL DEMANDS:

- Employee must be able to sit, kneel, stand and bend.
- Employee must be able to walk on uneven terrain for extended periods of time.
- Employee must be able to provide instruction while walking outside and in varying weather conditions.
- Employee must be comfortable being outside in various types of weather for extended periods of time.
- Employee must occasionally lift and/or move up to 40 pounds.
- Employee must be able to use hands to 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:

- Teaching will be held outside. The weather and temperature will not be consistent during the course of employment.
- The noise level in the work environment will vary from moderately quiet to loud.

- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- 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

Revised 03-17-2020

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Executive Director

RE: Environmental Education Program Manager - Position Description Change - FLSA Non-Exempt to Exempt Status

Date: March 18, 2020

Summary: Approval of the change to the Environmental Education Program Manager position description from FLSA nonadditional support to District administration without incurring overtime salary costs. This change, including the additional minimum threshold of \$35,568.00. Total cost to the District is provided below. Emily Shannahan will be able to extend exempt to FLSA Exempt will require the District to increase the base annualized salary of this position to the federal salary and benefits (FICA+IMRF) costs, was anticipated in the FY20 budget approved by Commission.

otal

	A. FY	20 APPROVED B	A. FY 20 APPROVED BUDGET EXPENSES - SALARY AND BENEFITS	SALARY AND BE	NEFITS	
FY20 Approved Budget for Salaries and Benefits	dget for Salaries	and Benefits	Total Salary	IMRF + FICA	PPO - HSA	FY20 To
(Includes FLSA Exempt Placeholder)	empt Placeholder	(,	\$34,476.83	\$5,843.82	\$9,392.00	\$49,712
	B. ANNUAL	LIZED SALARY AN	B. ANNUALIZED SALARY AND BENEFITS COST ANALYSIS	INALYSIS		
KCFPD Environme	ntal Education P	rogram Manager	KCFPD Environmental Education Program Manager Annualized Salary	FY20 FICA/IMRF	PPO - HSA	
Proposed FLSA Exempt Min. Threshold Salary	empt Min. Thresl	hold Salary	\$35,568.00	\$6,028.78	\$0.00	
Env. Ed. Program Manager (Current)	Manager <mark>(Curre</mark> n	ıt)	\$32,294.50	\$5,473.92	\$9,391.56	
Difference ((+)Cost / (-)Savings to KCFPD)	t / (-)Savings to h	(CFPD)	\$3,273.50	\$554.86	-\$9,391.56	
C. FY	C. FY20 COST ANALYSIS	YSIS				
FY20 (Sal. +	FY20 (Sal. +					
FICA + IMRF +	FICA + IMRF					
HSA Med.)	Costs)	FY 20 Sal. +				
Costs Incurred	Proposed	Benefits Total				
through	03/23/20-	Costs Total				
03/23/20	11/30/20					
7 Pav Periods	19 Pay	26 Pay				
chould be a	Periods	Periods				
	\$30,397.64					
\$14,298.94		\$44,696.58				
D. An	ticipated FY20 k	D. Anticipated FY20 KCFPD Budget Savings	vings			
FY20 Budget			\$49.712.65			
Ectimated FV30 Tatal	1-1					

\$44,696.58

Estimated FY20 Total FY20 Budget Savings



March 16, 2020 For Immediate Release

Media Contact:
David Guritz, Executive Director
Direct: 630-553-4131
Email: kcforest@co.kendall.il.us

Kendall County Forest Preserve District COVID-19 (Coronavirus Response)

Kendall County Forest Preserve District has finalized its COVID-19 response.

All forest preserves will remain open to the public as posted.

The Laws of Nature Museum located at the Kendall County Historic Courthouse is closed until further notice.

The District asks that the public limit as much as possible visits to the Kendall County Historic Courthouse at this time, however, District staff contact information regarding all programs and services is provided below.

All events, rentals, and public program services are hereby cancelled, suspended, or will be otherwise rescheduled through May 15, 2020. This includes, but is not necessarily limited to the following:

All education program services including the Natural Beginnings Early Learning Program; all school field trips and announced nature programs; all spring break camps.

All Ellis House and Equestrian Center horsemanship programs and facility rentals.

All Hoover Forest Preserve facility rentals including use of Meadowhawk Lodge, bunkhouse rentals, and campsite rentals.

All picnic shelter rentals within all forest preserve locations, including Harris Forest Preserve.

Kendall County Historic Courthouse rentals for all internal and external meetings and events.

The District will be reaching out to all clients to offer rescheduling options and/or refunds for program services taking place through May 15, 2020.

The District will continue to accept and process registrations for all public program services extending past May 15, 2020, including the following:

Facility rentals for Hoover Forest Preserve (Meadowhawk Lodge; bunkhouses; group campsites).

Facility rentals for Ellis House and Equestrian Center (Ellis House and event venue space).

Nature and equestrian summer camp programming; horsemanship lessons; birthday party programs, and scout programs.

All other forest preserve shelter rentals.

For registrations, reservations and permit requests for dates extending past May 15, 2020, please contact the District using the contact information provided below:

For shelter and facility rentals at Hoover, Harris, and other Kendall County Forest Preserves other than Ellis House and Equestrian Center: Phone (630) 553-4025, fax (630) 553-4023, or email at kcforest@co.kendall.il.us.

For facility rentals and equestrian program services at Ellis House and Equestrian Center: Phone (815) 475-4035, fax (815) 475-4105, or email at nnorton@co.kendall.il.us (Equestrian Programs) mvick@co.kendall.il.us (Facility Rentals).

For Environmental Education Educational Program Services: Phone (630) 553-2292, fax (630) 553-4023, or email at educational Program Services: Phone (630) 553-2292, fax (630) 553-4023, or email at educational Program Services: Phone (630) 553-4023, or email at educational Program Services: Phone (630) 553-4023, or email at educational Program Services: Phone (630) 553-4023, or email at educational Program Services: Phone (630) 553-4023, or email at educational Program Services: Phone (630) 553-4023, or email at educational Program Services: Phone (630) 553-4023, or email at educational Program Services: Phone (630) 553-4023, or email at educational Program Services: Phone (630) 553-4023, or email at educational Program Services: Phone (630) 553-4023, or emailto: Phone (630) 553-4023, or e

As a reminder, for public safety the District strongly recommends washing your hands with soap for at least 20-seconds prior to visiting your local preserves, including bringing your own hand sanitizer when visiting preserves where there is no soap or running water.

The District will provide additional changes and updates as the Kendall County emergency response develops as necessary to protect public safety.