

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

**WEDNESDAY, MARCH 14, 2018
5:30 P.M.**

KENDALL COUNTY BOARD ROOM

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Citizens to be Heard
- V. Executive Director's Report

OLD BUSINESS

- VI. Millbrook Bridge Phase II (Bid Specifications) and Phase III (Construction Project Oversight) Proposal and Discussion - HLR Engineering

NEW BUSINESS

- VII. WIPFLI CPAs Presentation of the Kendall County Forest Preserve District's FY17 Audit
- VIII. DeKane Equipment Inc. Proposal Zero-Turn Mower Replacement and Equipment Trade-Ins
- IX. The Conservation Foundation – Illinois Clean Energy Community Foundation Proposed Amenities and Events Grant for Little Rock Creek Forest Preserve
- X. The Conservation Foundation – 2018 Spring Benefit Dinner – Table Sponsorship Discussion
- XI. Preferred Catering Program Updates and Discussion of Request to Waive Certain Insurance Coverage Requirements
- XII. Capital Fund Three Year Plan – Draft Document for Discussion
- XIII. Pickerill-Pigott Forest Preserve –Review of Tax Refund Intergovernmental Agreements
- XIV. Conveyance of Title of the District's 1970 Homemade Plat Trailer and Wood Frame Stage Platform to the United City of Yorkville
- XV. West Bend Insurance –Property Damage Release and Settlement for Property Damage Sustained at the District's Shuh-Shuh-Gah Canoe Launch Area
- XVI. Pickerill-Pigott Forest Preserve – Grounds Maintenance Resident Lease Agreement Review
- XVII. Executive Session
- XVIII. Other Items of Business
- XIX. Summary of Action Items
- XX. Citizens to be Heard
- XXI. Adjournment

Kendall County Board Room - 111 W. Fox Street - 2nd Floor - Yorkville, Illinois 60560

If special accommodations or arrangements are needed to attend this District meeting, please contact the Administration Office at 630-553-4025 a minimum of 24-hours prior to the meeting time.

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Executive Director

RE: February 2018 Director's Report

Date: March 14, 2018

Meetings, Events, and Programs

February 16	In-house Social Media Training
February 22	Chicago Wilderness Oak Ecosystem Recovery Group Meeting
February 22	The Conservation Foundation – Kendall County Advisory Committee Meeting
March 3	Chicago Botanic Garden Plants of Concern Volunteer Training
March 5	Yorkville Kiwanis Presentation
March 5	WIPFLI CPAs Audit Review Conference Call
March 8	Forest Foundation of Kendall County Board Meeting
March 10	Makin' Maple Magic Special Event
March 15	KC Health Department – iTick Partnership Planning Meeting

Priority Project Updates

2018 IDNR-FHA RTP Grant

The District submitted its application, and has received a request to modify grant forms submitted by rounding down the grant request to the nearest \$100 increment. Forms have been completed and resubmitted.

ComEd Green Region Grant – Hoover Forest Preserve

The final report for the District's 2017 ComEd Green Region program grant for Henneberry Forest Preserve has been submitted, with the 2018 ComEd Green Region grant due no later than 5 pm on Friday, March 16. The application will be submitted on Thursday, March 15.

ICECF Community Restoration Challenge Grant

The Forest Foundation of Kendall County's Community Restoration Challenge Grant application was submitted on Tuesday, March 13, 2018 for consideration.

Millbrook Bridge Phase II and Phase III Engineering Proposal

HLR, Inc. has submitted a detailed proposal for Phase II (construction plans) and Phase III (construction management and oversight) contract work for the removal of Millbrook Bridge. Steve Megginson, Vice President of HLR will present an overview of the proposal, including the timeframe for bidding and project completion for Committee of the Whole discussion and directions. Kendall County Highway and Planning Departments have been invited to send representatives to the meeting.

FY 17 WIPFLI CPAs Audit

The final audit report has been prepared and will be presented to the Committee of the Whole at the March 2018 meeting. The District's fund balance increased by a total of \$33,862 with an end-of-year balance of \$303,042.

Little Rock Creek Forest Preserve – LWCF-OSLAD Grant Management

The closing date is March 29, 2018 at 9 am at the Chicago Title Company's Yorkville office. District staff will be working with Kendall County GIS to develop the premise map for submission with the final billing statement to the Illinois Department of Natural Resources.

Pickerill-Pigott Forest Preserve

Interviews have been completed with the District's two internal candidates for the Pickerill-Pigott Forest Preserve Resident – Grounds Maintenance Worker position. A draft lease agreement will be presented during the Committee of the Whole meeting for discussion and direction.

KC Health Department iTick Partnership

The District will meet with representatives from the KC Health Department to expand monitoring for Lyme disease in preserve areas, and increasing public awareness of presence, signs, and symptoms later this week.

Hoover Lift Station Pump Replacements

Kuhn Plumbing of Oswego will be working to identify the lift station pump models later this week, weather permitting. Condition of the access road has prevented this work from occurring.

Electrical Work at Hoover Forest Preserve

Electrical inspection of the light fixtures in the Meadowhawk Lodge parking lot has been completed. Battery replacements are needed for all fixtures. The fixtures are not connected to the power grid. They are stand alone solar-powered light fixtures with battery storage.

District staff members are working on determining the cost estimate for the battery replacements.

Respectfully submitted,

David Guritz, Director

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE 110 WEST MADISON STREET YORKVILLE, IL 60560

March 9, 2018

Matt O'Donnell | ATA Services, Inc.
Contractor in support of U.S. Board on Geographic Names | Domestic Names Committee
Room 1C112 (in library offices)
mjodonnell@usgs.gov

Matt:

Here are the results of our photo reconnaissance of the purported stream at Hoover Forest Preserve based on the location information provided.

Based on our review, the feature verified in the field is a drainage channel.

Please let me know if I can be of any further assistance.

Sincerely,

Dave Guritz
Executive Director

Photo Point 1: Drainage Channel at Confluence with the Fox River

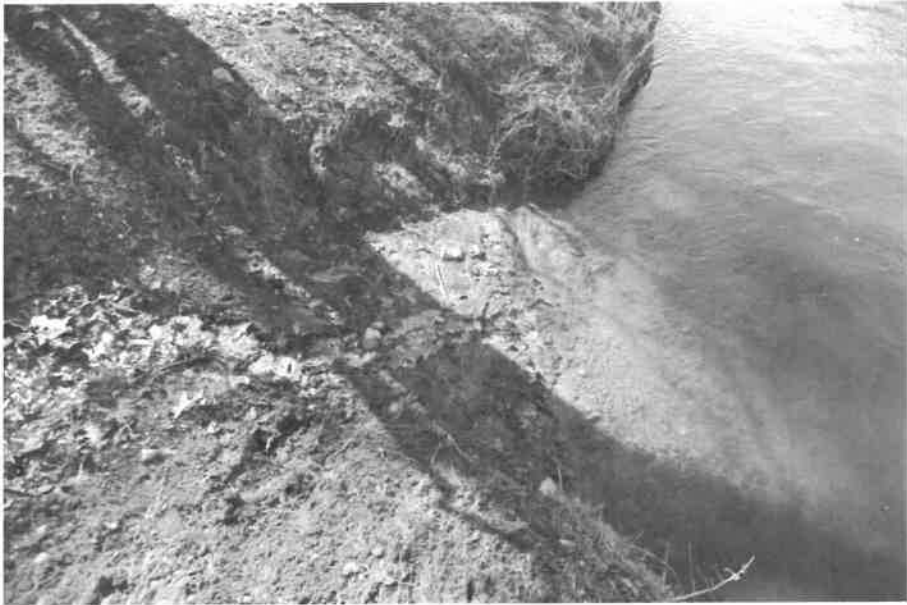


Photo Point 2: Drainage Channel Midpoint



Photo Point 3: Drainage Channel Near Hoover Fire Ring



Photo Point 4: Drainage Channel Head – Trail Culvert



Course Revenue - Summary Report

Winter 2017

03/13/2018 02:31 PM

Environmental Education

Public Programs

Course#	Course Title	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
10	Couples Soup and Saunter	\$0.00	0	20	0%	\$200.00
11	Toddling Naturalist- Busy Beavers	\$0.00	0	16	0%	\$80.00
12	Babes in the Woods- Maple Sugaring	\$35.00	7	16	44%	\$45.00
3	Toddling Naturalist: Wonderful Winter	\$5.00	1	16	6%	\$75.00
4	Babes in the Woods: Wonderful Winter	\$20.00	4	16	25%	\$60.00
5	Women in the Wild	\$20.00	4	16	25%	\$60.00
6	Beat the Winter Blues Bingo Night	\$0.00	0	40	0%	\$200.00
7	Coffee and Chickadees	\$20.00	4	16	25%	\$60.00
8	Toddling Naturalist- Animal Friends	\$5.00	1	16	6%	\$75.00
9	Babes in the Woods- Animal Friends	\$30.00	6	16	38%	\$50.00
Totals For Public Programs		\$135.00	27	188	14%	\$905.00

Summer Camp

Course#	Course Title	Revenue	Actual Enroll	Max Enroll	% Full	Revenue Not Realized
1	Eco-Heroes	\$880.00	11	16	69%	\$400.00
2	Star Wars Camp	\$320.00	4	16	25%	\$960.00
Totals For Summer Camp		\$1,200.00	15	32	47%	\$1,360.00
Totals For Environmental Education		\$1,335.00	42	220	19%	\$2,265.00
Grand Totals		\$1,335.00	42	220	19%	\$2,265.00

Facility Revenue - Summary Report

Receipt Dates: 1/1/2018 - 3/9/2018

03/13/2018 02:32 PM

Facility Category Forest Preserve

Facility	Room	Use Type	Revenue	Refund	Total
Hoover Forest Preserve	Blazing Star	Retreat	\$210.00		\$210.00
Hoover Forest Preserve	Blazing Star	Scout Outing	\$3,035.00		\$3,035.00
Hoover Forest Preserve	Kingfisher	Retreat	\$210.00		\$210.00
Hoover Forest Preserve	Kingfisher	Scout Outing	\$1,210.00		\$1,210.00
Hoover Forest Preserve	Moonseed	Other	\$270.00		\$270.00
Hoover Forest Preserve	Moonseed	Retreat	\$210.00		\$210.00
Hoover Forest Preserve	Moonseed	Scout Outing	\$2,130.00		\$2,130.00
Hoover Forest Preserve	Group Campsite A	Scout Outing	\$420.00		\$420.00
Hoover Forest Preserve	Group Campsite B	Scout Outing	\$310.00		\$310.00
Hoover Forest Preserve	Group Campsite C	Scout Outing	\$160.00		\$160.00
Hoover Forest Preserve	Meadowhawk Lodge	Baby Shower	\$270.00		\$270.00
Hoover Forest Preserve	Meadowhawk Lodge	Birthday Party	\$255.00		\$255.00
Hoover Forest Preserve	Meadowhawk Lodge	Bridal Shower	\$847.50		\$847.50
Hoover Forest Preserve	Meadowhawk Lodge	Graduation Open House	\$330.00		\$330.00
Hoover Forest Preserve	Meadowhawk Lodge	Other	\$212.50		\$212.50
Hoover Forest Preserve	Meadowhawk Lodge	Retreat	\$560.00		\$560.00
Hoover Forest Preserve	Meadowhawk Lodge	Wedding Reception	\$1,575.00		\$1,575.00
Harris Forest Preserve	Shelter 1	Family Reunion	\$50.00		\$50.00
Harris Forest Preserve	Shelter 1	Other	\$250.00		\$250.00
Harris Forest Preserve	Shelter 1	Scout Outing	\$50.00		\$50.00
Harris Forest Preserve	Shelter 4	Baby Shower	\$50.00		\$50.00
Harris Forest Preserve	Shelter 4	Birthday Party	\$50.00		\$50.00
Harris Forest Preserve	Shelter 4	Family Outing	\$75.00		\$75.00
Harris Forest Preserve	Shelter 4	Family Reunion	\$50.00		\$50.00
Harris Forest Preserve	Shelter 7	Family Reunion	\$50.00		\$50.00
Harris Forest Preserve	Shelter 7	Other	\$100.00		\$100.00
Jay Woods Forest Preserve	Jay Woods	Family Reunion	\$100.00		\$100.00
Jay Woods Forest Preserve	Jay Woods	Graduation Open House	\$100.00		\$100.00
Totals For Forest Preserve			\$13,140.00		\$13,140.00

Facility Category Historic Courthouse

Facility	Room	Use Type	Revenue	Refund	Total
Historic Courthouse	East Wing Conference Room	Other	\$40.00		\$40.00
Historic Courthouse	Court Room	Other	\$80.00		\$80.00



Facility Revenue - Summary Report

Receipt Dates: 1/1/2018 - 3/9/2018

03/13/2018 02:32 PM

Facility Category		Historic Courthouse				
Facility	Room	Use Type	Revenue	Refund	Total	
Historic Courthouse	Court Room	Wedding Ceremony	\$40.00		\$40.00	
		Totals For Historic Courthouse	\$160.00		\$160.00	
		Room Rental Totals	\$13,300.00		\$13,300.00	



Facility Revenue - Summary Report

Receipt Dates: 1/1/2018 - 3/9/2018

03/13/2018 02:32 PM

Package	Revenue	Refund	Total
Shelter 1 & 4 - Harris Forest Preserve	\$300.00		\$300.00
Package Rental Totals	\$300.00		\$300.00
Grand Totals	\$13,600.00	\$0.00	\$13,600.00



Kim Olson, Superintendent Report

Feb. 2018

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

Jay Teckenbrock and PT staffers- *Maintain Hoover*

INCIDENT REPORTS:

- With the recent onset of somewhat nicer weather comes more “cabin fevered” visitors, and with more of these visitors come more dogs, horses, garbage and general misbehavior from being cooped up all winter! We continue to experience these visitors driving too fast, doughnuts in the parking lots, dogs off leash, horses wandering off designated trails and people entering the preserves before and after hours, etc.

PATRICK HIGGINS AND RON SMRZ

- In February ALL staff was kept busy with lots of winds, snow, ice and fallen trees.
- Ron and Patrick have been clearing trails at various preserves in between the snowfalls and ice control, predominately of fallen dead ash at various preserves. They were also busy nearly every day as well keeping the sled hill clear of broken sled debris, lost clothing items and discarded garbage.
- This is the time of year when the snow melts and all the garbage that has accumulated in layers underneath is littering the landscape. Ditch cleaning and raking stones from the grass from plowing means Spring is right around the corner!
- Maintenance of equipment is a constant.
- We are maintaining the basics to keep the Preserves clean and safe.

KIM OLSON

- I have been closing/opening as needed to fill in when needed.
- I have been arranging appointments and on sight inspections and getting various tests done for the Pickerill property.
- With the growth of the Forest Preserve properties come more infrastructure and more supervision!
- I collect all water samples for testing with the State of Illinois.
- I alternate my time in the office and in the field as needed on a daily basis. I go wherever I am needed, whenever it is needed and do whatever is needed to keep the Preserves running.
- Never ending re-structuring and juggling the scheduling of all the various duties needed to keep things running.
- I make arrangements for repairs, appointments and ordering parts wherever needed. This is a never ending cycle. I do all water testing also.
- I assist to arrange for parts, and scheduling repairs for all infrastructures.

HOOVER: Jay Teckenbrock

- This past month kept us very busy with the active winter weather. Multiple snow storms to clean up, ice control and some heavy rain events causing wind/ flood damage. We also had some time into equipment failure repairs to plow, and spreader. We had several limbs down, and continued removal of some standing dead hazard trees as we cleaned up. The flooding rains overflowed the creek/culvert and washed out parts , and covered road with mud and debris we cleaned up to make passable until we can continue repairs to the lagoon service road. In addition to the normal cleaning and rental tasks we did extra cleaning in all buildings to try and get ahead of the busy schedule in March at least. We replaced several lights and sensors on the bathhouse, and have had a couple plumbing service repairs on gas lines also. We also installed supports for the curtains in the bunkhouse's, and after they continue to be damaged, we have made and reinforced the weak weld spot on the rods with blocks, and are filling holes, and re-staining the trim as we had noticed the wear and damage doing the other projects. We have completed 2 coats of sealer on the lodge baseboard, and started to cover the high traffic spots.
- Equipment maintenance is a constant.
- Jay and his staff continue to keep Hoover beautiful and safe.

ROUTINE DUTIES-FULL AND PART TIME STAFF

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



Hampton, Lenzini and Renwick, Inc.

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

March 13, 2018

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

RE: Proposal for Engineering Services
Millbrook Bridge over the Fox River
Phase II Design Phase III Construction Services

Dear Mr. Guritz:

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

The purpose of these services is to develop contract plans, specifications and estimates suitable for bid letting (Phase II) and construction observation services (Phase III) of the removal of the bridge truss structure, piers and abutments.

SCOPE OF SERVICES: PHASE II

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

1. Complete field survey of the site, including cross-sections of the channel and west bank, existing bridge dimensions and tree removal limits, necessary for design and determination of plan quantities.
2. Complete hydrologic and hydraulic design of temporary in-stream works. Determine required size of culverts to bypass flow under the temporary causeway. Determine estimated water surface elevation for cofferdam specification.
3. Assemble construction plan set including plan and profile of existing bridge and channel, layout of temporary cofferdams and causeway, details of temporary works, riprap layout along shoreline section and erosion control plan. Incorporate special conditions or management practices as required to comply with environmental permits obtained in preliminary phase.
4. Identify potentially affected utilities through JULIE coordination. Coordinate with utilities to request facility locations and necessary protection measures.
5. Develop project special provisions, contract booklet suitable for letting and engineer's project cost estimate.

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

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

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

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

SCOPE OF SERVICES: PHASE III

The Client and Consultant agree, upon satisfactory completion of the Phase II services to the following list of Phase III Basic Services the Consultant will provide to the Client:

1. Pre-Construction Services: Lead pre-construction meeting, review shop drawings and bridge demolition procedure, project setup, schedule coordination.
2. Construction Services: On-site full-time resident engineering to perform observation, documentation, and checks of contractor crews (approximately 40 hours/week for 5.5 weeks). In addition, project management and quality assurance will be provided as outlined in the Not-To-Exceed Cost. Weekly updates will be provided to the Client regarding project status, budget, and schedule (if desired).
3. Post-Construction Services: Punchlist and final inspection services will be provided to ensure that the project is acceptable to the Client. Final agreement to quantities will be performed with the contractor. Hardcopies of as-built drawings will be created and provided to the Client (with electronic files as desired). Final documentation and job box will be completed and turned into the client.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit A for either Phase and appended hereto. Services not set forth above as Basic Services of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed.

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

RESPONSIBILITIES OF CLIENT

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

- Use of Forest Preserve property adjacent to the site for Consultant and Contractor access.

Information Provided by Others

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

COMPENSATION

Billing Terms

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

The upper limit of compensation will not exceed \$22,000.00 for Phase II services.

The upper limit of compensation will not exceed \$54,600.00 for Phase III services. This upper limit includes the scope of services for preconstruction and post construction activities and a construction duration of 7.5 weeks necessary to complete the project.

Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost. Any costs incurred above the not-to-exceed cost must be pre-approved by the Client. For direct out-of-pocket expenses, we will be reimbursed at our actual cost of the item.

Mr. Dave Guritz, Director
Kendall County Forest Preserve District
March 13, 2018
Page 3 of 7

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

<u>Employee Classification</u>	<u>2018 Hourly Rate</u>
Principal	\$205.00
Engineer 6	158.00
Engineer 5	149.00
Engineer 4	133.00
Engineer 3	119.00
Engineer 2	105.00
Engineer 1	82.00
Structural 2	175.00
Structural 1	128.00
Technician 3	116.00
Technician 2	89.00
Technician 1	70.00
Intern/ Temp	53.00
Land Acquisition	117.00
Survey 2	118.00
Survey 1	91.00
Environmental 2	124.00
Environmental 1	66.00
Administration 2	117.00
Administration 1	60.00

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect until December 31, 2018. In the event services of the ENGINEER extend beyond December 31, 2018, the hourly rates will be adjusted yearly to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time. The stated upper limit of compensation will remain in effect.

Payment Terms

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

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

GENERAL TERMS AND CONDITIONS

Assignment

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

Certification

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

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

Defects in Service

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

Drug-Free Workplace.

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

Entire Agreement

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

Governing Law and Jurisdiction

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

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

Indemnification

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

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

Independent Contractor

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

Insurance

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

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

Non-Discrimination

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

Right of Entry

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

Severability

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

Standard of Care

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

Suspension of Services

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

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

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

Termination

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

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

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

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

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

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

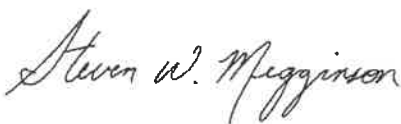
Mr. Dave Guritz, Director
Kendall County Forest Preserve District
March 13, 2018
Page 7 of 7

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

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

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

By: 

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

Enclosure

ACCEPTANCE

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

By _____ Date _____

ATTEST:

By _____

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Zero Turn Mower Purchase and Trade-In Recommendations

Date: March 14, 2018

The District has received a proposal from DeKane Equipment for the purchase of a new Kubota zero-turn mower for \$13,400.00 for Hoover Forest Preserve, including trade-in deducts for the District's current Kubota Z-trak (1,600 hours logged) for (\$4,250), and the District's Kubota tractor (\$1,250), for a cost after trade-in of \$7,900.00.

Recommendation:

District staff recommends approval of a motion to forward the proposal received from Dekane Equipment Corporation, Big Rock, Illinois for the purchase of a Kubota ZD 1211-60 6-“ ProDeck zero-turn mower to Commission for approval, including trade-in deducts totaling \$5,500.00, for a total cost of \$7,900.00.

Date: 2/28/18

QUOTATION

Dekane Equipment Corporation

47W619 US RTE 30

Big Rock, IL 60511

Phone # 630-556-3271

Fax # 630-556-3079

Cell # 630-918-7828

Representative: Ken Johnson

kjohnson@dekane.com

www.dekane.com

To: Kendall Co. Forest Preserve

Address: _____

City: _____

State/Zip: _____

Email: _____

Phone: _____

Cell: _____

Fax: _____

MFR	PRODUCT NUMBER	DESCRIPTION	QUANTITY	PRICE
1		Kubota ZD 1211-60 25HP Diesel - 60" PRO DECK Suspension Seat		\$13,400. ⁰⁰
		Less Trade		
		J.D 997Z TRAK <		4250. ⁰⁰ >
		Kubota L2650w/Loader <		1250. ⁰⁰ >
				\$7900. ⁰⁰
1		SCAG "TURFTIGER" STR11-610-31DFI 31HP. Liquid-Cooled GAS (KAWASAKI) 61" Velocity Deck Suspension Seat		\$13,610. ⁰⁰
		Less Trade		
		J.D 997Z TRAK <		4250. ⁰⁰ >
		Kubota L2650w/Loader <		1250. ⁰⁰ >
				\$8110. ⁰⁰
Prices reflected on this quote are valid for 30 days			Total	1

**KENDALL COUNTY FOREST PRESERVE EQUIPMENT INVENTORY
2018**

ASSET DESCRIPTION	SERIAL # / MODEL # / PRODUCT #	V.I.N. #	ORIGINAL COST	DISPOSITION	TRADE-IN VALUE
TRACTORS					
1994 Kubota Utility Tractor (Hoover)	Tractor#L2650D60597 Loader#LA50 and bucket		N/A		\$1,250.00
MOWERS & ACCESSORIES					
2008 John Deere Ztrak series 997 zero-tum 60" (Hoover)	Product I.D.# TC997SB030096		\$12,000.00	1600 HOURS	\$4,250.00

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: The Conservation Foundation – Illinois Clean Energy Community Foundation Amenities and Events Grant for Little Rock Creek Forest Preserve

Date: March 14, 2018

The District has received a request from The Conservation Foundation for the authorization to complete improvements and support an opening event at Little Rock Creek Forest Preserve pursuant to an application and award of funding from the Illinois Clean Energy Community Foundation's Amenities and Events program.

Funds would be applied towards a preserve entrance sign and an initial gravel parking lot area scheduled for completion in 2018. The District's capital fund budget includes \$10,000 for initial improvements, with Little Rock Creek Township offering support towards entry drive improvements off of Burr Oak Road.

The grant will offset a portion of initial access costs, as well as support an opening event in the preserve in October of this year.

Costs for the initial improvements will offset a portion of the District's required direct costs for establishing preserve public access.

Recommendation:

District staff recommends approval of a motion to forward the request from The Conservation Foundation for support of initial public access improvements for Little Rock Creek Forest Preserve, including hosting an initial opening event in fall 2018 in support of their application to the Illinois Clean Energy Community Foundation's Amenities and Events grant program.

Public Amenities and Events Form

Project Site Name: Little Rock Creek, Kendall

1. Provide a short summary of the Project Site, including a description of the habitat, information regarding public access and use, and an estimate number of visitors per year if available. Public access to the Project Site is a requirement of this grant program. If public access to your Project Site is limited, please contact the Foundation before applying.

Little Rock Creek Forest Preserve is a new 134-acre preserve in Kendall County. It preserves 1.3 miles of the high quality Little Rock Creek, a tributary to the Big Rock Creek and Fox River. The creek meanders through a steep and heavily wooded valley and is cherished by local anglers and residents. Public access will be along Bur Oak Road. It is not known what the annual visitation will be but after the access amenities will be installed, there will be consider interest in exploring this new forest preserve open to the public.

2. List types of amenities to be added to the Project Site under this project and provide a cost estimate for each item listed. Please note that the Foundation will make one payment as a reimbursement at the conclusion of all project activity. To receive the Amenities portion of the payment, Grantees will be asked to submit a description of the amenities installed and the amounts paid, as well two pictures – *one taken before installation and one taken after*. Grantees are to retain records of payment, including paid invoices and receipts, for Foundation review if requested. The payment is 100% of Eligible Amenities at that site, or \$5,000, whichever is less. Eligible Amenities are listed in the Criteria and Guidelines.

An entrance sign will be added at a cost of approximately \$3,000. In addition, there will be a gravel access point and small gravel parking area estimated at \$8,000.

3. List the type(s) of event(s) you may sponsor with the \$500 grant support. All events must be held at the Project Site to be eligible for payment. Please note that the Foundation will make one payment as a reimbursement at the conclusion of all project activity. To receive the Events portion of the payment, Grantees will be asked list the following details for each event: date, location, number of individuals in attendance, and the total costs covered by your organization. Grantees will be asked to retain a copy of event receipts for Foundation review if requested. The payment is 100% of costs of Eligible Event(s) held at the site, or \$500, whichever is less. Eligible Event expenditures are listed in the Criteria and Guidelines.

There will be a ribbon-cutting ceremony and “grand opening” where partners, donors and area residents will be invited. There will be tours of the property.

4. Optional Question - Do you have any interesting facts or stories about the volunteers who work at the Project Site or concerning the public use and enjoyment of the Project Site? Please share in the space below.

We anticipate there will be several new volunteers in the local area that will volunteer to help restore and monitor the preserve. One person who volunteers nearby has already said they will be the lead volunteer at this new property.

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: The Conservation Foundation – 2018 Spring Benefit Dinner – Table Sponsorship Discussion

Date: March 14, 2018

The Conservation Foundation will be highlighting the Little Rock Creek Forest Preserve acquisition project at their upcoming Earth Day Benefit Dinner on Thursday, April 19th from 5 pm to 9 pm at Bobak's Signature Events in Woodridge.

At the March 2018 Operations Committee meeting, a motion was approved to forward consideration of a \$1,500 Silver Level Sponsorship, which includes a table for 8 guests and program recognition at the event and within the 2018 Heron magazine.

Individual ticket costs are \$125.00, and I would like have up to five District staff attend the event for a total cost of \$650.00. This figure may be reduced if Commission were to approve the Silver Level Sponsorship and not fill the table for 8 with Commissioners and guests.

Recommendation:

District staff recommends Committee of the Whole approval of a motion to forward approval of a Silver Level Sponsorship for The Conservation Foundation's 2018 Earth Day Benefit Dinner in the amount of \$1,500.00 to Commission for consideration.

Sponsored Table Guest Names

1) _____ Name	7) _____ Name
_____ Company/Organization	_____ Company/Organization
_____ Address	_____ Address
_____ City, Zip	_____ City, Zip
2) _____ Name	8) _____ Name
_____ Company/Organization	_____ Company/Organization
_____ Address	_____ Address
_____ City, Zip	_____ City, Zip
3) _____ Name	9) _____ Name
_____ Company/Organization	_____ Company/Organization
_____ Address	_____ Address
_____ City, Zip	_____ City, Zip



Other Ways to Support the 2018 Earth Day Benefit Dinner

Silent Auction and Wall of Wine Donations

The Conservation Foundation's annual Earth Day Benefit Dinner features one of the best nature-inspired silent auctions in the area. We rely on the generosity of our members, partners and friends to fill the auction with stellar trips, lush native plant material, inspiring artwork and enriching experience packages. We especially love handcrafted and/or locally made items.

The Wall of Wine is another favorite of our Earth Day Benefit Dinner guests. For \$20, Wall of Wine participants get to choose a red or white wrapped bottle from our display of mystery vintages and values. A few bottles even come with a wine tasting certificate! We will be spitting away (pun intended) donations of wine up until about a week before the Benefit Dinner.

Buy an Ad on the State-Of-The-Art BidPal

Remember the days of paper bid sheets and long checkout lines at fundraisers and charity events? Thanks to the BidPal Electronic Auction Platform, we've been able to put the entire Earth Day Benefit Dinner in the palms of our guests' hands, saving reams of paper and adding tons of convenience and fun to our dinner patrons. Our dinner guests use their phones to register, purchase raffle tickets, bid on auction items, make donations and even check out at the evening's end.

BidPal also provides a wonderful place to acknowledge and let our guests learn a little more about the wonderful businesses and organizations who have chosen to support our work to save nature in your neighborhood through rotating ads on the home screen of the mobile bidding software. You can purchase a BidPal ad for \$150.00. The ad, usually your logo, is clickable so that guests have the opportunity to read more about your business and get your website and contact information. Platinum level sponsors will receive a complimentary BidPal ad as a perk of their sponsorship.



If you are interested in contributing to the silent auction, Wall of Wine or in purchasing a BidPal ad, please contact Chere Hayes at 630-428-4500, Ext. 117 or email chayes@theconservationfoundation.org.



The Conservation Foundation's

2018

Earth Day Benefit Dinner

Sponsorship
Opportunities

www.theconservationfoundation.org

The Conservation Foundation works in your neighborhood to save nearby nature, protect our region's vital waterways, and connect children of all ages to the wonders of the natural world.

Our annual Earth Day Benefit Dinner is a critical source of funding for this good work. And, it's a blast! The event attracts the "who's who" in the natural resources industry and beyond, and instead of dreading it as another stuffy dinner, we hear from our guests repeatedly how much they look forward to the evening.

The 2018 Earth Day Benefit Dinner will be held on **Thursday, April 19th, 2018, 5:00 pm to 9:00 pm** at **Bobak's Signature Events in Woodridge**. Guests will enjoy an exquisite dinner, the best nature-inspired silent auction around, a short program with an always-impactful video, and the company of others who share a passion for the environment.

We need your help to make this key fundraiser a success.

Will you offer your support as a table sponsor?

Sponsorship Levels and Benefits

Platinum Level Sponsor—\$5,000

- * Complimentary ad space on BidPal's mobile bidding platform offered to all event participants.
- * One table for eight located nearest the front
- * Recognition during the program
- * Recognition on printed materials related to the Benefit Dinner
- * Recognition in 2018 *Heron* magazine

Gold Level Sponsor—\$2,500

- * One table for eight located near the front
- * Recognition during the program
- * Recognition on printed materials related to the Benefit Dinner

Silver Level Sponsor—\$1,500

- * One table for eight
- * Recognition during the program
- * Recognition on printed materials related to the Benefit Dinner
- * Recognition in 2018 *Heron* magazine



Yes!

I/We would like to support The Conservation Foundation as a 2018 Earth Day Benefit Dinner table sponsor.

Sponsorship Level (check one) ___ Platinum—\$5,000 ___ Gold—\$2,500 ___ Silver—\$1,500

Name _____

Company Name (if applicable) _____

Address _____

City, State, Zip _____

Telephone _____

Email _____

Please enclose check for appropriate amount (made payable to The Conservation Foundation) or supply your credit card information. All major credit cards are accepted.

Name On Card _____

Credit Card Number/ Expiration Date _____

Signature _____

Sponsorships received prior to February 20th, 2018 will be recognized on the Benefit Dinner invitations.

Please mail/ fax or email this form to:

The Conservation Foundation
Attn.: Chere Hayes, chayah@theconservationfoundation.org
105404 Kroch Knolls Road
Naperville, Illinois 60565
Fax: 630-428-4599
Phone: 630-428-4500 Ext. 117

You may also register as a sponsor on our website at www.theconservationfoundation.org.



To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: Preferred Catering Program Updates and Discussion

Date: March 14, 2018

Three catering firms have indicated that they are not eligible to renew or initiate participation in the District's Preferred Catering Program under the revised insurance requirements including:

1. Upper Crust Catering, Yorkville
2. Chef by Request, Naperville
3. DD Pig Roast, Naperville and Frankfort

All three catering firms are able/willing to extend \$1M umbrella, but will not participate if \$5M umbrella is required, citing cost increases between \$2,000 and \$3,500 to secure the required coverage.

Recommendation:

District staff requests Committee of the Whole discussion and direction on whether the District may waive certain insurance requirements so long as catering firms have and maintain \$1M umbrella insurance coverage in addition to the other the required amounts (see attached).

KCFPD Preferred Catering Program – Current Insurance Coverage Requirements

The chart below provides a summary of the insurance coverage requirements for catering firms and bartending service businesses serving food and/or alcohol at District venues.

Preferred Catering Program - Pre-Enrollment Survey of Required Insurance Coverages Amounts			
1. Please review your firm's current coverage amounts. 2. Note that Comprehensive General OR Commercial General Liability Coverage is required. Umbrella Liability, Worker's Compensation Liability, Business Auto (owned, non-owned, hired), and Liquor Liability Coverage Optional for Catering Firms (required to serve alcohol at District events). 3. Mark an (X) where the firm does not meet the required coverage. 3. Indicate the amount of coverage your firm would be able/willing to bind (if any?) to remain in the Preferred Catering Program.			
Insurance Coverage Types and Amounts	2018 Preferred Catering Program - Insurance Coverage Requirements for Catering and Bartending Service Businesses		(X) Please Indicate if Your Firm Currently Maintains (or Plans to Secure) the Required Coverage Amounts
	COLUMN A: Catering Firms	COLUMN B: Bartending Services	
Comprehensive General Liability			
Bodily Injury	\$1M per occurrence; \$2M aggregate	\$1M per; \$1M aggregate	
Property Damage	\$1M per occurrence; \$2M aggregate	\$1M per; \$1M aggregate	
Bodily Injury and Property Damage Combined	\$1M per occurrence; \$2M aggregate	\$1M per; \$1M aggregate	
Personal Injury	\$2M aggregate per project	\$1M aggregate per project	
OR			
Commercial General Liability			
General Aggregate per Project	\$2M	\$1M	
Products Completed Operations Aggregate	\$1M	\$1M	
Personal and Advertising Injury	\$1M	\$1M	
Per Occurrence	\$1M	\$1M	
Medical Expenses (any one person)	\$1,000	\$1,000	
AND			
Umbrella Liability per Occurrence			
Per Occurrence	\$5M	\$1M	
Aggregate	\$5M	\$1M	
Worker's Compensation			
State	Statutory	Statutory	
Applicable Federal	Statutory	Statutory	
Employer's Liability	A, B and C \$500,000	A, B and C \$500,000	
Business Automobile Liability (owned, non-owned and hired vehicles)			
Bodily Injury and Property Damage Combined	\$1M per occurrence	Hired and Non-Owned Auto	
Liquor Liability Insurance			
Liquor Liability Insurance	\$1M per occurrence	\$1M	
The District requires a certificate of insurance naming the Kendall County Forest Preserve District, Ellis House and Meadowhawk Lodge as additionally insured as the certificate holder. The District also requires a current Health Department Permit and a Food Service Inspection Report for catering firms (within past 6-months).			

PLEASE NOTE THAT THE DISTRICT IS EVALUATING THE REQUIRED COVERAGE AMOUNTS

PLEASE INDICATE IF YOU PLAN TO WITHDRAWL FROM THE 2018 PREFERRED CATERING PROGRAM DUE TO INCREASED INSURANCE COVERAGE AMOUNTS. INFORMATION WILL BE SHARED WITH THE DISTRICT'S BOARD OF COMMISSIONERS FOR CONSIDERATION AND POSSIBLE AMENDMENT OF THE REQUIRED COVERAGE AMOUNTS.

Kendall County Forest Preserve District
 Capital Fund Budget Projections - DRAFT
 ar-18

	Balance	Revenues	Expenses	Notes
Beginning Balance	\$1,536,962			<i>Updated based on FY 14 Audit Report</i>
REVENUES				
FVMC-TCF Grant Reimbursement (Pending)		\$15,000		<i>Grant Report Submitted</i>
Pollach Appraisal Reimbursement (Pending)		\$2,250		<i>Invoice Submitted</i>
Land-Cash Funds		\$82,355		<i>Balance as of 12/31/17</i>
YTD Interest		\$600		<i>\$491.58 as of 2/28/18</i>
LWCF / OSLAD Reimbursement (pending)		\$650,000		<i>LWCF grant reimbursement anticipated by 5/1/18</i>
Jericho Construction - Blackberry Creek Bonds (Trails)		\$23,177		<i>TBD</i>
Total		\$773,382		
FY 17-18 FUND BALANCE (POST REIMBURSEMENTS)	\$2,284,917			
YEAR-TO-DATE EXPENSES (AS OF 2/28/18)				
FY 17-18 Capital Fund YTD Expenditures			\$16,847	<i>YTD Capital Fund Expenditures through 2/28/18</i>
SUBTOTAL			\$16,847	
FY 17-18 APPROVED EXPENDITURES ANTICIPATED				
P&P 2017 Prorated Tax Bill (Estimate)			\$20,842	<i>IGA Rebate Request Pending</i>
SemperFi Land, Inc. (Henneberry Rest. Contract Bal.)			\$30,570	<i>Remaining Contract Balance</i>
HLR Engineering (Permitting Contract Bal.)			\$11,752	<i>Remaining Contract Balance</i>
Upland Design (Master Planning/FRB Cost Est. Contract)			\$11,260	<i>P&P Master Plan/FRB Public Access Design & Cost Est.</i>
Riemenschneider Electric			\$2,367	<i>P&P Electrical Work</i>
Administrative/Escrow Expenses (Bond Funds)			\$1,900	<i>Speer Financial/Amalgamated Bank</i>
Chamlin & Associates (Maramech ROW Descriptions)			\$880	<i>Final invoice pending as of 3/1/18</i>
Grant administration - Charles Schrader & Associates			\$10,748	<i>Schrader & Assoc.</i>
Fen Restoration Projects			\$5,500	<i>Eldamain-Schaeffer; Marmamech; Tucker-Millington; Schessler's Fen</i>
SUBTOTAL			\$95,819	
FY 17-18 CAPITAL PROJECT PRIORITIES				
Little Rock Creek - Maramech Addition			656,168	<i>50% of CFMV plus closing costs</i>
Hoover Railroad Crossing Improvements			\$0	<i>FTP - IDOT Grant per ICC Order</i>
Fox River Bluffs Gravel Entry Drive and Parking			\$40,000	<i>Estimate - support from KC Hwy.</i>
Hoover Zero-Turn Mower Replacement			\$7,900	<i>Current Proposal Under Review after Trade-in Allowances</i>
Millbrook South Phase II Archaeological Survey			\$15,000	<i>Placeholder estimate</i>
KCFPD Capital Equipment Contingency			\$60,000	<i>Contingency</i>
KCFPD Trail Improvements Contingency			\$21,000	<i>Contingency</i>
KCFPD Road Improvements Contingency			\$20,000	<i>Contingency</i>
Hoover Lift Station Pump Replacements			\$19,000	<i>Placeholder estimate</i>
Hoover Improvements Contingency			\$43,450	<i>Per FY18 budget request (balance after pump replacements)</i>
Ellis House Roof and Exterior Sealing/Painting			\$50,000	<i>Placeholder estimate</i>
Fox River Bluffs Tile Survey			\$5,000	<i>Placeholder estimate</i>
Henneberry Access Corridor Acquisition Contingency			\$50,000	<i>Contingency</i>
Little Rock Creek Forest Preserve Entrance & Parking			\$10,000	<i>Follow-up on support offered by Little Rock Creek Township</i>
Blackberry Trails FP Trails Contingency			\$20,000	<i>Contingency</i>
Building Demolitions Contingency			\$30,000	<i>Contingency for Hoover (2) and P&P (2)</i>
SUBTOTAL			\$1,047,518	
REMAINING 3-YEAR PLAN CAPITAL PROJECT PRIORITIES				
Millbrook Bridge Restoration Project			\$400,000	<i>Phase II & III Engineering & Demolition Project Contingency</i>
Fox River Bluffs Cropland Conversion			\$330,700	<i>100acres @ \$4,357 per acre less \$105K Eldamain Phase II Tree Mitigation</i>
Fox River Bluffs Public Access Improvements			\$44,295	<i>RTP Required Match</i>
Pickerill-Pigott Forest Preserve Public Access			\$300,000	<i>Master Plan contingency</i>
Natural Area Management Projects Contingency			\$49,738	<i>Contingency</i>
SUBTOTAL			\$1,124,733	
TOTAL 3-YEAR PROJECTED EXPENDITURES			\$2,284,917	
2007 SERIES CAPITAL FUND BALANCE (DEFICIT)			\$0	

To: Kendall County Forest Preserve District Finance Committee
 From: David Guritz, Director
 RE: Pickerill Life Estate Parcel Prorated 2017 Tax Year Total Levy Amount (Estimates)
 by Taxing District
 Date: March 1, 2018

Taxing Bodies - Actual 2016 Tax Year Levy		
District	Tax Rate	Extension
COUNTY	0.7477	\$2,136.05
BRISTOL-KENDALL FPD	0.7592	\$2,169.11
FOREST PRESERVE	0.1755	\$501.44
JR COLLEGE #516	0.5601	\$1,600.07
KENDALL TOWNSHIP	0.1006	\$287.30
KENDALL ROAD DISTRICT	0.256	\$731.31
SCHOOL DIST CU-115	7.5634	\$21,608.84
Total	10.1624	\$29,034.12

Taxing Bodies - Estimated 2017 Tax Year Levy (1/1/17-9/19/17*)		
District	Tax Rate	Prorated Extension
COUNTY	0.7477	\$1,533.27
BRISTOL-KENDALL FPD	0.7592	\$1,557.00
FOREST PRESERVE	0.1755	\$359.94
JR COLLEGE #516	0.5601	\$1,148.54
KENDALL TOWNSHIP	0.1006	\$206.23
KENDALL ROAD DISTRICT	0.256	\$524.94
SCHOOL DIST CU-115	7.5634	\$15,511.00
Total	10.1624	\$20,840.93

(*) Parcel was exempted from property taxes on September 19, 2017.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE KENDALL COUNTY FOREST PRESERVE DISTRICT
AND
BRISTOL-KENDALL FIRE PROTECTION DISTRICT**

This Agreement is between the Kendall County Forest Preserve District, Kendall County, Illinois (“the District”) and the Bristol-Kendall Fire Protection District (hereinafter “BKFPD”) and is made in the exercise of their intergovernmental cooperation powers under Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois *Governmental Cooperation Act*, 5 ILCS 220/1 et seq., and the *Municipal Code*, 65 ILCS 5/1-1-1.

WHEREAS, each of the Parties to this Agreement is a governmental unit that exercises the power to tax real property and depend in part on property tax revenue to perform their governmental functions; and

WHEREAS, the District has processed the early termination of a life estate agreement with Ken Pickerill for both land and estate buildings at 6350 A Minkler Road, Yorkville, Illinois, 60560 (Parcel #05-02-400-029), located within the aforementioned taxing district boundaries; and

WHEREAS, the District, in honor and recognition of Ken Pickerill’s donation of property and facilities to the District, has assumed the remaining property tax liability for tax year 2017; and

WHEREAS, the Kendall County Forest Preserve District is developing the master plan for the Pickerill-Pigott Forest Preserve in order to open the preserve to the public, complete the required public accessibility projects, and is conducting community outreach efforts to identify community needs and interest for possible conversion of the Ken Pickerill estate house for multiple purposes; and

WHEREAS, the Kendall County Forest Preserve District is working to leverage capital funding support needed to complete said improvements; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government, such as the District and the BKFPD to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Section 5 of the Illinois *Intergovernmental Cooperation Act*, 5 ILCS 220/5, provides that one or more units of local governmental may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each governmental unit to the contract; and

WHEREAS, following the District’s payment of the remaining 2017 property tax liability, the BKFPD agrees to rebate to the District the BKFPD’s portion of the property taxes

totaling one-thousand five hundred fifty seven dollars and zero cents (\$1,557.00) received on Parcel #05-02-400-029 for the District's payment of the Levy within 60 days after receipt from the Kendall County Treasurer.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Intergovernmental Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term Of The Agreement

This agreement shall be effective on the date executed by all parties hereto and shall terminate when the District receives the BKFPD portion of the property taxes paid by the District.

2. Additional Parties to This Agreement

There are governmental units other than the BKFPD that levy taxes against the Property. Those governmental units may become parties to this Agreement when their governing bodies approve this or a similar Agreement and their authorized representatives sign it. In the event another governmental unit becomes a party to this Agreement, that governmental unit shall be referred to herein whenever the terms "Parties", "Party" and "County" are used.

IN WITNESS WHEREOF, the Parties, each by its duly authorized representative, have signed and executed this Agreement on the dates indicated.

Date: _____

Date: _____

Kendall County Forest Preserve District
Kendall County, Illinois

Bristol-Kendall Fire Protection District
Kendall County, Illinois

By: _____
Judy Gilmour, President

By: _____
Authorized Official

ATTEST:

ATTEST:

Elizabeth Flowers, Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE KENDALL COUNTY FOREST PRESERVE DISTRICT
AND
ILLINOIS COMMUNITY COLLEGE DISTRICT #516 (WAUBONSEE COMMUNITY
COLLEGE)**

This Agreement is between the Kendall County Forest Preserve District, Kendall County, Illinois (“the District”) and the Illinois Community College District #516 - Waubonsee Community College (hereinafter “WCC”) and is made in the exercise of their intergovernmental cooperation powers under Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois *Governmental Cooperation Act*, 5 ILCS 220/1 et seq., and the *Municipal Code*, 65 ILCS 5/1-1-1.

WHEREAS, each of the Parties to this Agreement is a governmental unit that exercises the power to tax real property and depend in part on property tax revenue to perform their governmental functions; and

WHEREAS, the District has processed the early termination of a life estate agreement with Ken Pickerill for both land and estate buildings at 6350 A Minkler Road, Yorkville, Illinois, 60560 (Parcel #05-02-400-029), located within the aforementioned taxing district boundaries; and

WHEREAS, the District, in honor and recognition of Ken Pickerill’s donation of property and facilities to the District, has assumed the remaining property tax liability for tax year 2017; and

WHEREAS, the Kendall County Forest Preserve District is developing the master plan for the Pickerill-Pigott Forest Preserve in order to open the preserve to the public, complete the required public accessibility projects, and is conducting community outreach efforts to identify community needs and interest for possible conversion of the Ken Pickerill estate house for multiple purposes; and

WHEREAS, the Kendall County Forest Preserve District is working to leverage capital funding support needed to complete said improvements; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government, such as the District and the WCC to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Section 5 of the Illinois *Intergovernmental Cooperation Act*, 5 ILCS 220/5, provides that one or more units of local governmental may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each governmental unit to the contract; and

WHEREAS, following the District's payment of the remaining 2017 property tax liability, the WCC agrees to rebate to the District the WCC portion of the property taxes totaling one thousand one hundred forty eight dollars and fifty four cents (\$1,148.54) received on Parcel #05-02-400-029 for the District's payment of the Levy within 60 days after receipt from the Kendall County Treasurer.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Intergovernmental Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term Of The Agreement

This agreement shall be effective on the date executed by all parties hereto and shall terminate when the District receives the WCC portion of the property taxes paid by the District.

2. Additional Parties to This Agreement

There are governmental units other than the WCC that levy taxes against the Property. Those governmental units may become parties to this Agreement when their governing bodies approve this or a similar Agreement and their authorized representatives sign it. In the event another governmental unit becomes a party to this Agreement, that governmental unit shall be referred to herein whenever the terms "Parties", "Party" and "County" are used.

IN WITNESS WHEREOF, the Parties, each by its duly authorized representative, have signed and executed this Agreement on the dates indicated.

Date: _____

Date: _____

Kendall County Forest Preserve District

Illinois Community College District #516 -
Waubonsee Community College

Kendall County, Illinois

By: _____
Judy Gilmour, President

By: _____
Authorized Official

ATTEST:

ATTEST:

Elizabeth Flowers, Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE KENDALL COUNTY FOREST PRESERVE DISTRICT
AND
KENDALL TOWNSHIP**

This Agreement is between the Kendall County Forest Preserve District, Kendall County, Illinois (“the District”) and the Kendall Township, Kendall County, Illinois (hereinafter “Township”) and is made in the exercise of their intergovernmental cooperation powers under Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois *Governmental Cooperation Act*, 5 ILCS 220/1 et seq., and the *Municipal Code*, 65 ILCS 5/1-1-1.

WHEREAS, each of the Parties to this Agreement is a governmental unit that exercises the power to tax real property and depend in part on property tax revenue to perform their governmental functions; and

WHEREAS, the District has processed the early termination of a life estate agreement with Ken Pickerill for both land and estate buildings at 6350 A Minkler Road, Yorkville, Illinois, 60560 (Parcel #05-02-400-029), located within the aforementioned taxing district boundaries; and

WHEREAS, the District, in honor and recognition of Ken Pickerill’s donation of property and facilities to the District, has assumed the remaining property tax liability for tax year 2017; and

WHEREAS, the Kendall County Forest Preserve District is developing the master plan for the Pickerill-Pigott Forest Preserve in order to open the preserve to the public, complete the required public accessibility projects, and is conducting community outreach efforts to identify community needs and interest for possible conversion of the Ken Pickerill estate house for multiple purposes; and

WHEREAS, the Kendall County Forest Preserve District is working to leverage capital funding support needed to complete said improvements; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government, such as the District and the Township to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Section 5 of the Illinois *Intergovernmental Cooperation Act*, 5 ILCS 220/5, provides that one or more units of local governmental may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each governmental unit to the contract; and

WHEREAS, following the District’s payment of the remaining 2017 property tax liability, the Township agrees to rebate to the District the Township portion of the property taxes

totaling two hundred and six dollars and twenty three cents (\$206.23) received on Parcel #05-02-400-029 for the District's payment of the Levy within 60 days after receipt from the Kendall County Treasurer.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Intergovernmental Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term Of The Agreement

This agreement shall be effective on the date executed by all parties hereto and shall terminate when the District receives the Township portion of the property taxes paid by the District.

2. Additional Parties to This Agreement

There are governmental units other than the Township that levy taxes against the Property. Those governmental units may become parties to this Agreement when their governing bodies approve this or a similar Agreement and their authorized representatives sign it. In the event another governmental unit becomes a party to this Agreement, that governmental unit shall be referred to herein whenever the terms "Parties", "Party" and "County" are used.

IN WITNESS WHEREOF, the Parties, each by its duly authorized representative, have signed and executed this Agreement on the dates indicated.

Date: _____

Date: _____

Kendall County Forest Preserve District
Kendall County, Illinois

Kendall Township
Kendall County, Illinois

By: _____
Judy Gilmour, President

By: _____
Authorized Official

ATTEST:

ATTEST:

Elizabeth Flowers, Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE KENDALL COUNTY FOREST PRESERVE DISTRICT
AND
KENDALL ROAD DISTRICT**

This Agreement is between the Kendall County Forest Preserve District, Kendall County, Illinois (“the District”) and the Kendall Road District (hereinafter “KRD”) and is made in the exercise of their intergovernmental cooperation powers under Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois *Governmental Cooperation Act*, 5 ILCS 220/1 et seq., and the *Municipal Code*, 65 ILCS 5/1-1-1.

WHEREAS, each of the Parties to this Agreement is a governmental unit that exercises the power to tax real property and depend in part on property tax revenue to perform their governmental functions; and

WHEREAS, the District has processed the early termination of a life estate agreement with Ken Pickerill for both land and estate buildings at 6350 A Minkler Road, Yorkville, Illinois, 60560 (Parcel #05-02-400-029), located within the aforementioned taxing district boundaries; and

WHEREAS, the District, in honor and recognition of Ken Pickerill’s donation of property and facilities to the District, has assumed the remaining property tax liability for tax year 2017; and

WHEREAS, the Kendall County Forest Preserve District is developing the master plan for the Pickerill-Pigott Forest Preserve in order to open the preserve to the public, complete the required public accessibility projects, and is conducting community outreach efforts to identify community needs and interest for possible conversion of the Ken Pickerill estate house for multiple purposes; and

WHEREAS, the Kendall County Forest Preserve District is working to leverage capital funding support needed to complete said improvements; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government, such as the District and the KRD to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Section 5 of the Illinois *Intergovernmental Cooperation Act*, 5 ILCS 220/5, provides that one or more units of local governmental may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each governmental unit to the contract; and

WHEREAS, following the District’s payment of the remaining 2017 property tax liability, the KRD agrees to rebate to the District the KRD portion of the property taxes totaling

five hundred twenty four dollars and ninety four cents (\$524.94) received on Parcel #05-02-400-029 for the District's payment of the Levy within 60 days after receipt from the Kendall County Treasurer.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Intergovernmental Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term Of The Agreement

This agreement shall be effective on the date executed by all parties hereto and shall terminate when the District receives the KRD portion of the property taxes paid by the District.

2. Additional Parties to This Agreement

There are governmental units other than the KRD that levy taxes against the Property. Those governmental units may become parties to this Agreement when their governing bodies approve this or a similar Agreement and their authorized representatives sign it. In the event another governmental unit becomes a party to this Agreement, that governmental unit shall be referred to herein whenever the terms "Parties", "Party" and "County" are used.

IN WITNESS WHEREOF, the Parties, each by its duly authorized representative, have signed and executed this Agreement on the dates indicated.

Date: _____

Date: _____

Kendall County Forest Preserve District
Kendall County, Illinois

Kendall Road District
Kendall County, Illinois

By: _____
Judy Gilmour, President

By: _____
Authorized Official

ATTEST:

ATTEST:

Elizabeth Flowers, Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE KENDALL COUNTY FOREST PRESERVE DISTRICT
AND
YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115**

This Agreement is between the Kendall County Forest Preserve District, Kendall County, Illinois (“the District”) and the Yorkville Community Unit School District 115 (hereinafter “CUSD115”) and is made in the exercise of their intergovernmental cooperation powers under Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois *Governmental Cooperation Act*, 5 ILCS 220/1 et seq., and the *Municipal Code*, 65 ILCS 5/1-1-1.

WHEREAS, each of the Parties to this Agreement is a governmental unit that exercises the power to tax real property and depend in part on property tax revenue to perform their governmental functions; and

WHEREAS, the District has processed the early termination of a life estate agreement with Ken Pickerill for both land and estate buildings at 6350 A Minkler Road, Yorkville, Illinois, 60560 (Parcel #05-02-400-029), located within the aforementioned taxing district boundaries; and

WHEREAS, the District, in honor and recognition of Ken Pickerill’s donation of property and facilities to the District, has assumed the remaining property tax liability for tax year 2017; and

WHEREAS, the Kendall County Forest Preserve District is developing the master plan for the Pickerill-Pigott Forest Preserve in order to open the preserve to the public, complete the required public accessibility projects, and is conducting community outreach efforts to identify community needs and interest for possible conversion of the Ken Pickerill estate house for multiple purposes; and

WHEREAS, the Kendall County Forest Preserve District is working to leverage capital funding support needed to complete said improvements; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government, such as the District and the CUSD115 to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Section 5 of the Illinois *Intergovernmental Cooperation Act*, 5 ILCS 220/5, provides that one or more units of local governmental may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each governmental unit to the contract; and

WHEREAS, following the District’s payment of the remaining 2017 property tax liability, the CUSD115 agrees to rebate to the District the CUSD115 portion of the property

taxes totaling fifteen thousand five hundred and eleven dollars and zero cents (\$15,511.00) received on Parcel #05-02-400-029 for the District's payment of the Levy within 60 days after receipt from the Kendall County Treasurer.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Intergovernmental Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term Of The Agreement

This agreement shall be effective on the date executed by all parties hereto and shall terminate when the District receives the CUSD115 portion of the property taxes paid by the District.

2. Additional Parties to This Agreement

There are governmental units other than the CUSD115 that levy taxes against the Property. Those governmental units may become parties to this Agreement when their governing bodies approve this or a similar Agreement and their authorized representatives sign it. In the event another governmental unit becomes a party to this Agreement, that governmental unit shall be referred to herein whenever the terms "Parties", "Party" and "County" are used.

IN WITNESS WHEREOF, the Parties, each by its duly authorized representative, have signed and executed this Agreement on the dates indicated.

Date: _____

Date: _____

Kendall County Forest Preserve District
Kendall County, Illinois

Yorkville Community Unit School District 115
Yorkville, Illinois

By: _____
Judy Gilmour, President

By: _____
Authorized Official

ATTEST:

ATTEST:

Elizabeth Flowers, Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE KENDALL COUNTY FOREST PRESERVE DISTRICT
AND
KENDALL COUNTY**

This Agreement is between the Kendall County Forest Preserve District, Kendall County, Illinois (“the District”) and Kendall County (hereinafter “County”) and is made in the exercise of their intergovernmental cooperation powers under Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois *Governmental Cooperation Act*, 5 ILCS 220/1 et seq., and the *Municipal Code*, 65 ILCS 5/1-1-1.

WHEREAS, each of the Parties to this Agreement is a governmental unit that exercises the power to tax real property and depend in part on property tax revenue to perform their governmental functions; and

WHEREAS, the District has processed the early termination of a life estate agreement with Ken Pickerill for both land and estate buildings at 6350 A Minkler Road, Yorkville, Illinois, 60560 (Parcel #05-02-400-029), located within the aforementioned taxing district boundaries; and

WHEREAS, the District, in honor and recognition of Ken Pickerill’s donation of property and facilities to the District, has assumed the remaining property tax liability for tax year 2017; and

WHEREAS, the Kendall County Forest Preserve District is developing the master plan for the Pickerill-Pigott Forest Preserve in order to open the preserve to the public, complete the required public accessibility projects, and is conducting community outreach efforts to identify community needs and interest for possible conversion of the Ken Pickerill estate house for multiple purposes; and

WHEREAS, the Kendall County Forest Preserve District is working to leverage capital funding support needed to complete said improvements; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government, such as the District and the County to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Section 5 of the Illinois *Intergovernmental Cooperation Act*, 5 ILCS 220/5, provides that one or more units of local governmental may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each governmental unit to the contract; and

WHEREAS, following the District’s payment of the remaining 2017 property tax liability, the County agrees to rebate to the District the County portion of the property taxes

totaling one thousand five hundred thirty three dollars and twenty seven cents (\$1,533.27) received on Parcel #05-02-400-029 for the District's payment of the Levy within 60 days after receipt from the Kendall County Treasurer.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Intergovernmental Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term Of The Agreement

This agreement shall be effective on the date executed by all parties hereto and shall terminate when the District receives the County portion of the property taxes paid by the District.

2. Additional Parties to This Agreement

There are governmental units other than the County that levy taxes against the Property. Those governmental units may become parties to this Agreement when their governing bodies approve this or a similar Agreement and their authorized representatives sign it. In the event another governmental unit becomes a party to this Agreement, that governmental unit shall be referred to herein whenever the terms "Parties", "Party" and "County" are used.

IN WITNESS WHEREOF, the Parties, each by its duly authorized representative, have signed and executed this Agreement on the dates indicated.

Date: _____

Date: _____

Kendall County Forest Preserve District
Kendall County, Illinois

Kendall County
Kendall County, Illinois

By: _____
Judy Gilmour, President

By: _____
Scott R. Gryder

ATTEST:

ATTEST:

Elizabeth Flowers, Secretary

To: Kendall County Forest Preserve District Committee of the Whole

From: David Guritz, Director

RE: District Trailer and Performance Stage

Date: March 14, 2018

The District is in communications with the United City of Yorkville's Parks Department who have expressed interest in accepting the District's conveyance of a flat-bed trailer and performer's stage. The District has asked for formal correspondence of interest, and will place the item on an upcoming Commission meeting agenda for consideration once received.

Recommendation:

Following receipt of a letter confirmation from the United City of Yorkville's Parks Department, consider a motion to approve the conveyance of property (trailer and stage) as part of an upcoming Commission meeting agenda item.



Claim No.: AH50115

PROPERTY DAMAGE ONLY RELEASE

KENDALL COUNTY FOREST PRESERVE DISTRICT against BUSTED KNUCKLES LANDSCAPING, LLC and West Bend Mutual Insurance Company KNOW ALL MEN BY THESE PRESENTS; that the undersigned for sole consideration of FOUR HUNDRED NINETY SIX DOLLARS AND FORTY SEVEN CENTS Dollars (\$496.97) paid to the undersigned, do hereby fully and forever release and discharge BUSTED KNUCKLES LANDSCAPING, LLC and West Bend Mutual Insurance Co and all others directly or indirectly liable, from any and all claims and demands, actions and causes of action, damages, both known and unknown, including future developments thereof, costs, loss of service and compensation on account of, or in any way growing out of, any and all known and unknown property damage resulting or to result from the accident on or about 12/16/2017, at or near 7400 Valley Dr. Newark,IL. 60541.

It is understood and agreed that this settlement is in full compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released.

It is understood that this is a complete release of property damage only and it is understood and agreed that it does not constitute a release for any bodily injury which may have resulted from this accident.

I/We further agree that this release and payment pursuant thereto is not to be construed as a waiver by or an estoppel of any party released to prosecute a claim or action against the undersigned for any damages sustained.

CAUTION! READ BEFORE SIGNING

_____(SEAL) STATE OF _____
KENDALL COUNTY FOREST PRESERVE
_____(SEAL) COUNTY OF _____

On this _____ day of _____, _____, before me appeared _____ to me personally known, and who acknowledged the execution of the foregoing instrument as free act and deed, for the consideration set forth therein.

NOTARY PUBLIC _____ My Commission Expires _____
WB-353 (12-11)

David Guritz

From: David Guritz
Sent: Wednesday, March 14, 2018 1:11 PM
Subject: 'Bush, Ashley'
Attachments: RE: AH50115
KCFP_FenceRepair.pdf

Ashley:

We contacted both companies from your response. Neither recalled speaking with West Bend Mutual Insurance representatives, nor were they familiar with the project or location.

If you have quotes or other backup, please forward these at your convenience.

Also, we are a government entity. Prevailing wage must be paid to the contractor.

Alternatively, since we have provided the quote attached that includes prevailing wage, you may revise your Property Damage Release and settlement amount accordingly so we can get the job done.

Thanks!

Dave

Dave Guritz
Director
Kendall County Forest Preserve District
(630) 553-4131
dguritz@co.kendall.il.us



Subscribe to the [Stepping Stones eNewsletter](#) today!

From: Bush, Ashley [mailto:ALBush@WBMI.com]
Sent: Monday, March 12, 2018 1:03 PM
To: David Guritz
Subject: AH50115

Dave,
The companies were Kendall County Fence and Ideal. They are both in Yorkville, IL.
Thanks

Ashley Bush
NSI Technician

NSI- A Division of West Bend Mutual Insurance
PO Box 620976
Middleton, WI 53562

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

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

1. PURPOSE.

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

2. PROPERTY.

2.1 Leased Property. District owns certain real property and improvements consisting of the Residence. District desires to lease the Residence to Tenants upon the terms and conditions contained herein. Tenants desire to lease the Residence from District on the terms and conditions contained herein.

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

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

3. TERM.

3.1 Term. The term of this Lease Agreement commences on the date of both parties' execution of this Lease Agreement and shall terminate immediately upon (a) the Employee-Tenant's separation of employment from the District; (b) the Employee-Tenant's reassignment to a different position at the District; or (c) one (1) year after the date of both parties' execution of this Lease Agreement, whichever occurs first.

3.2 Upon termination of the Lease Agreement, Tenants shall immediately vacate the Residence and shall have seven (7) calendar days to remove all personal property from the Residence, unless otherwise authorized and agreed to in writing by both parties. All obligations outstanding at the time of termination shall survive the Lease Agreement.

3.3 Early Termination. Either party may terminate this Lease Agreement upon providing thirty (30) calendar days written notice to the other party. Except that both parties may agree, in writing, to terminate the Lease Agreement at anytime and waive the thirty (30) days written notice.

4. RENT.

4.1 Rent. The rent for the Residence shall be six hundred (\$600.00) per week. This amount includes the cost of Utilities as discussed in section 12 of this Lease Agreement. The weekly rent payment shall be due and owing on the Saturday immediately following the conclusion of the weekly rental period. For purposes of this Agreement, a week shall be Saturday through Friday. The parties agree that only a single monthly rent payment of five hundred dollars (\$500.00) shall be due and owing from Tenants to the District in any month that Employee-Tenant is employed by the District. The balance of the weekly rent value shall be considered a part of the Employee-Tenant's total compensation package during his or her employment with the District as Grounds Supervisor and Resident. Weekends and holidays do not delay or excuse Tenants' obligation to timely pay rent.

4.2 Delinquent Rent. Rent is due no later than the first day of each month. If not paid by the due date, rent shall be considered overdue and delinquent. If Tenant fails to timely pay any monthly rent payment, Tenant will pay District a late charge of \$25.00 per day until rent is paid in full. If the District receives the rent within two (2) calendar days of the Due Date, the District will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy the District may exercise for Tenants' failure to timely pay rent.

4.3. Returned Checks. In the event any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$25.00 to District for each such check, plus late charges, as described above, which will accrue until District has received payment. Furthermore, District may require in writing that Tenants pay all future Rent payments by cash, money order, or cashier's check.

4.4. Order in which funds are applied. The District will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check

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

5. SECURITY DEPOSIT.

5.1 Amount. Tenant has previously deposited with the District the sum of one-thousand dollars and no cents (\$1,000.00) as security for any damage caused to the Residence during the term hereof.

5.2 Refund. Upon termination of the Lease Agreement, all funds held by the District as security deposit may be applied to the payment of accrued rent and the amount of damages that the District has suffered by reason of the Tenants' noncompliance with the terms of this Lease Agreement or with any and all federal, State, or local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence.

A. Deductions.

District may deduct reasonable charges from the security deposit for:

- (1) Unpaid or accelerated rent;
- (2) Late charges;
- (3) Unpaid utilities;
- (4) Costs of cleaning, deodorizing, and repairing the Residence and its contents for which Tenants are responsible;
- (5) Pet violation charges;
- (6) Replacing unreturned keys, garage door openers, or other security devices;
- (7) The removal of unauthorized locks or fixtures installed by Tenants;
- (8) Insufficient light bulbs;
- (9) Packing, removing, and storing abandoned property;
- (10) Removing abandoned or illegally parked vehicles;
- (11) Attorney fees and costs of court incurred in any proceeding against Tenants;
- (12) Any fee due for early removal of an authorized keybox; or
- (13) Other amounts Tenants are responsible to pay under this Lease Agreement.

B. If deductions exceed the security deposit, Tenants will pay to District the excess within ten (10) calendar days after District makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, and brokerage fees, then to any unpaid rent.

6. USE OF RESIDENCE.

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

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

7. CONDITION OF RESIDENCE.

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

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

8. DEFAULTS & REMEDIES,

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

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

9. ASSIGNMENT AND SUB-LETTING.

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

10. ALTERATIONS AND IMPROVEMENTS.

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

11. HAZARDOUS MATERIALS.

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

12. UTILITIES.

12.1 Costs. District shall be responsible for arranging and paying for the following utility services: internet, electricity, and cellular telephone (“Utilities”). Tenants are responsible for all other desired services.

12.2 Failure, Stoppage, or Interruptions. District shall not be liable for, and Tenants shall not be entitled to, any damages, abatement, or reduction in rent value by reason of any interruption or failure in the supply of utilities, including, but not limited to interruptions or failures caused by lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenants, nor shall it relieve Tenants from any obligation to perform any covenant or agreement under this Lease Agreement. In the event of any failure, stoppage, or interruption of utilities or services, District’s shall use its reasonable efforts to attempt to restore all services promptly.

12.3 Installation of Equipment. Tenants agree that they shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Residence, and that if equipment installed by Tenants requires additional utility facilities, installation of the same shall be at Tenants’ expense, but only after District’s written approval of same.

12.4 Compliance & Modifications. District shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. District reserves the right from time to time to make modifications to the utility systems serving the Residence.

13. MAINTENANCE, REPAIR, AND RULES.

13.1 Maintenance Obligations. Tenants will, at their sole expense, keep and maintain the Residence and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement and any renewal thereof. These obligations include, but are not limited to the following requirements:

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- C. Maintain the grounds and lawn area of the Residence, including regularly mowing the lawn.
- D. Not obstruct or cover the windows or doors;
- E. Not leave windows or doors in an open position during any inclement weather;

- F. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of District;
- H. Keep all air conditioning filters clean and free from dirt;
- I. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants;
- J. Ensure Tenants' family and guests at all times maintain order in the Residence and at all places on the Residence, and shall not make or permit any loud or improper noises, or otherwise disturb other visitors and District users;
- K. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other District users;
- L. Deposit all trash, garbage, rubbish or refuse in the locations provided at the Residence and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the Residence;
- M. Abide by and be bound by any and all rules and regulations affecting the Residence or Tenants which may be adopted or promulgated by the District's Board of Commissioners.

13.2 Mechanics Liens. Tenants shall keep the Residence free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenants or for persons claiming under Tenants, and Tenants shall defend District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, with counsel of District's choosing, indemnify and save District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, free and harmless from and against any claims arising from or relating to the same.

14. DAMAGE TO RESIDENCE.

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

15. ACCESS BY DISTRICT.

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

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the Property to prospective Tenants, inspectors, fire marshals, appraisers, contractors, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notice; or
- F. Seize nonexempt property after default.

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

16. RENTERS' INSURANCE

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

17. SUBORDINATION OF LEASE AGREEMENT.

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

18. ANIMALS.

THERE WILL BE NO ANIMALS PERMITTED AT THE RESIDENCE. Tenants shall not permit any animal, domesticated or maintained as pets, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, except as otherwise agreed to by a separate written Pet Addendum to the Lease Agreement which is attached as exhibit B, and incorporated as if fully set forth herein. If Tenants violate the pet restrictions of this Lease Agreement, Tenants will pay to District a fee of \$10.00 per calendar day, per animal for each calendar day Tenants violate the animal restrictions. District may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenants of District's intention to remove the unauthorized animal. District will not be liable for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants agree to indemnify and

hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants are responsible and liable for any damage or required cleaning to the Residence caused by any unauthorized animal and for all costs District may incur in removing or causing any unauthorized animal to be removed.

19. WATERBEDS.

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

20. QUIET ENJOYMENT.

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

21. INDEMNIFICATION.

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

22. FORCE MAJEURE.

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

23. EXPENSES AND COSTS.

Should it become necessary for District to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Residence, Tenants agree to pay all expenses and costs incurred by the District, including, but not limited to the District's reasonable attorneys' fees.

24. RECORDING OF LEASE AGREEMENT.

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

25. GOVERNING LAW.

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

26. SEVERABILITY.

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

27. BINDING EFFECT.

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

28. DESCRIPTIVE HEADINGS.

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

29. NON-WAIVER.

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

30. MODIFICATION.

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

31. NOTICE.

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

32. APPROVAL.

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

As to District this ____ day of March, 2018.

DISTRICT:

Sign: _____
Judy Gilmour, President

Print: _____ Date: _____

Attest: _____
David Guritz, Executive Director

As to Tenant, this ____ day of March, 2018.

TENANT:

Sign: _____

Print: _____ Date: _____

Sign: _____

Print: _____ Date: _____