

**KENDALL COUNTY FOREST PRESERVE DISTRICT
MEETING AGENDA**

**TUESDAY, OCTOBER 20, 2020
9:00 A.M.**

KENDALL COUNTY HISTORIC COURTHOUSE – 3RD FLOOR COURTROOM

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call
- V. Approval of Agenda
- VI. Public Comments

CONSENT AGENDA

- VII. Approval of Minutes
 - Kendall County Forest Preserve District Planning and Advisory Committee Meeting of September 22, 2020
 - Kendall County Forest Preserve District Finance Committee Meeting of September 24, 2020
 - Kendall County Forest Preserve District Commission Meeting of October 6, 2020
- VIII. *Approval of Claims in the Amount of \$84,538.89
- IX. *Approval of Tuition Fees for the 21-22 Natural Beginnings Early Learning Program Year: 3-day program - \$2,060.00 and 2-day program - \$1,660.00
- X. *Approval of Grant Agreement #8130 with the Illinois Clean Energy Community Foundation for Completion of a K-12 Pollinator Education Program and Prairie Enhancement Project at Hoover Forest Preserve Including Acceptance of \$11,000.00 in Grant Funds and \$1,000.00 Required District Match
- XI. *Approval of Grant Agreement #8131 with the Illinois Clean Energy Community Foundation for Completion of a Turfgrass to Prairie Meadow Conversion Project at Hoover Forest Preserve Including Acceptance of \$10,000.00 in Grant Funds and \$10,000.00 Required District Match
- XII. *Approval of the Renewal of a 1-Year Lease Agreement with Jay Teckenbrock, Hoover Supervisor and Resident for Use of the Hoover Residence Effective December 1, 2020 through November 30, 2021 for a \$250.00 Monthly Rent Payment
- XIII. *Approval of the Renewal of a 1-Year Lease Agreement with Shannon Prette, Ellis Resident and Caretaker for Use of the Ellis House Studio Apartment Effective December 1, 2020 through November 30, 2021 for a \$346.67 Monthly Rent Payment

OLD BUSINESS

- No items posted for consideration

NEW BUSINESS

- XIV. Approval of the Kendall County Forest Preserve District Employee Handbook
- XV. Other Items of Business
 - ICRMT Insurance Claim – Pickerill Estate House Roof Repairs (August 10 Storm Damage for \$26,600.94)
- XVI. Public Comments
- XVII. Executive Session
- XVIII. Adjournment

() Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section G.2.b.v.a)*

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Kendall County

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**KENDALL COUNTY FOREST PRESERVE DISTRICT
PLANNING AND ADVISORY COMMITTEE MEETING MINUTES**

SEPTEMBER 22, 2020

I. Call to Order

Committee Chair Prochaska called the Planning and Advisory Committee meeting to order at 6:03 pm in the 2nd Floor Conference Room of the Historic Courthouse.

II. Roll Call

Committee Members Shanahan, Bannister, Clementi, Gilmour, Cullick, Gryder, Johnson, and Prochaska were all present.

III. Approval of Agenda

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

IV. Public Comments

No public comments were offered from citizens in attendance.

OLD BUSINESS

V. Review and Discussion of Revised Preliminary Recommendations

- **Land Acquisition**
- **High-quality Natural Resources**
- **Preserve Improvement Projects**
- **Connecting People to Nature and Outdoor Recreation**
- **Trail Systems and Habitat Corridors**
- **Capital Infrastructure and Equipment**

Director Guritz presented an overview of the revised preliminary recommendations for land acquisition, natural resources, trail systems and habitat corridors, and capital infrastructure and equipment.

Commissioner Clementi made a motion to amend the preliminary recommendations by removing reference to the Kendall Natural Area Guardians within the land acquisition five year plan strategies. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

The Planning and Advisory Committee discussed the remaining preliminary recommendations.

NEW BUSINESS

VI. Master Plan Update: Appendix 2 – Estimate of Development Costs Discussion

Director Guritz highlighted Kendall County Forest Preserve District facilities and preserve infrastructure maintenance priorities with 5-year plan recommendations. These costs were compared to the Master Plan's schedule for unit costs. Director Guritz stated that a schedule for preliminary project cost estimates for 5-Year Plan projects would be presented as part of the 5-Year Plan recommendations.

VII. 5-Year Plan Exhibit Progress Updates

Director Guritz presented an overview of progress with the development of 5-year plan exhibits.

VIII. Other Items of Business

No other items of business were discussed.

IX. Public Comments

No public comments were offered from citizens in attendance.

X. Adjournment

Committee member Gryder made a motion to adjourn the meeting. Seconded by Committee Member Cullick. Aye, all. Opposed, none. Meeting adjourned at 7:40 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

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

SEPTEMBER 24, 2020

I. Call to Order

Commission Gengler called the Finance Committee meeting to order at 7:06 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Gengler, Gilmour, and Vickers all were present.

Commissioner Gryder entered the meeting at 7:28 pm.

III. Approval of Agenda

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

IV. Public Comments

There were no public comments offered by citizens in attendance.

V. Motion to Forward Claims to Commission

The Finance Committee reviewed the claims list.

Commissioner Gilmour made a motion to forward claims to Commission. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

VI. Review of FY21 Preliminary Operating Fund and Capital Fund Budgets

Director Guritz presented an overview of the FY21 preliminary Operating Fund and Capital Fund budgets.

Commissioner Gryder entered the meeting room.

The Finance Committee reviewed the preliminary budgets.

VII. Pickerill-Pigott Phase I OSLAD Project – Review of Change Order #7 for Shelter Electrical Service

Director Guritz presented the Pickerill-Pigott Phase I OSLAD Project review of change order #7 for shelter electrical service.

Commissioner Gryder made a motion to forward the Pickerill-Pigott Phase I OSLAD Project review of change order #7 for shelter electrical service to Commissions. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

VIII. Review of a Proposal for Little Rock Creek Bridge I-Beam Repairs – O’Malley Welding and Fabricating, Inc.

Commissioner Gryder made a motion to forward the proposal for the Little Rock Creek bridge I-beam repairs from O’Malley Welding and Fabricating, Inc. to Commission. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

IX. LTGO 5-Year Bond Issuance – Informational Report

Director Guritz presented the LTGO 5-year bond issuance informational report.

X. 20-21 KCFPD Bow Hunt Season – Program Enrollment Updates

Director Guritz presented updates on enrollment for the 20-21 KCFPD bow hunt program.

XI. Executive Session

None.

XII. Other Items of Business

- **October 29, 2020 Finance Committee – Meeting Start Time Change to 4:30 PM**

The Finance Committee provided instruction to change the start time for the October 29, 2020 Finance Committee Meeting to 4:00 pm.

- **Insurance Claim Status Report (Shuh Shuh Gah Canoe Launch and Pickerill Estate House)**

Director Guritz provided updates on the status of the District’s submitted insurance claims.

XIII. Public Comments

No public comments were offered by those in attendance.

XIV. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Vickers. Aye, all. Opposed, none. Meeting adjourned at 8:21 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
OCTOBER 6, 2020**

I. Call to Order

President Gilmour called the meeting to order at 6:45 pm in the Kendall County Board Room.

II. Pledge of Allegiance

The Pledge of Allegiance was recited at the start of the Kendall County Board meeting.

III. Invocation

Commissioner Prochaska offered an invocation at the start of the Kendall County Board meeting.

IV. Roll Call

X	Cesich	X	Gryder
X	Flowers		Hendrix
X	Gengler	X	Kellogg
	Giles	X	Prochaska
X	Gilmour	X	Vickers

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

V. Approval of Agenda

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

VI. Public Comment

No public comments were offered from those in attendance.

VII. Planning and Advisory Committee and Finance Committee Chair Report

Commissioner Prochaska provided updates from the September Planning and Advisory Committee meeting, including timeframe for completion of the 5-Year Plan recommendations in October for Committee of the Whole review in November.

Commissioner Gengler provided updates from the September Finance Committee meeting.

CONSENT AGENDA

VIII. Approval of Minutes

- **Kendall County Forest Preserve District Committee of the Whole meeting of September 8, 2020**
- **Kendall County Forest Preserve District Commission meeting of September 15, 2020**

Director Guritz presented minutes for approval from the Kendall County Forest Preserve District Committee of the Whole meeting of September 8, 2020, and the Kendall County Forest Preserve District Commission meeting of September 15, 2020.

IX. Approval of Claims for an Amount of \$81,542.45

X. Approval of a Proposal from O’Malley Welding and Fabricating, Inc. for Yorkville for the Leveling and Repair of the Little Rock Creek Forest Preserve – Creek Crossing I-Beams (4 beams 40’ each) for an Amount Not-to-Exceed \$5,800.00

XI. Approval of Change Order #7 for D. Construction for Picnic Shelter Electrical Improvements (Service Line Installation and Outlets) for the Pickerill-Pigott Forest Preserve: Phase I OSLAD Project in the Amount of \$4,144.46

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

Motion: Commissioner Prochaska
Second: Commissioner Gryder

Roll call: Consent Agenda

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

Motion unanimously approved.

OLD BUSINESS

No items posted for consideration.

NEW BUSINESS

XII. Ordinance #10-20-001: Amending the Kendall County Forest Preserve District’s Rules of Order (Meetings Held Electronically)

Commissioner Prochaska made a motion to approve Ordinance #10-20-001 to amend the KCFPD Rules of Order. Seconded by Commissioner Vickers.

Motion: Commissioner Prochaska
 Second: Commissioner Vickers

Roll call: Ordinance #10-20-001 Rules of Order

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

Motion unanimously approved.

XIII. Millbrook Bridge Removal Project – Engineer’s Field Report on Pier Impacts and Sonar Survey for In-Stream Debris

Director Guritz presented the field report on the Millbrook Bridge Removal Project, including initial in-stream debris removal efforts and the contracted sonar survey.

XIV. Executive Session

Commissioner Prochaska made a motion to enter executive session under 2(c)11 of the Open Meetings Act to discuss litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Seconded by Commissioner Gryder.

Motion: Commissioner Prochaska
 Second: Commissioner Gryder

Roll call: Enter Executive Session

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

Motion unanimously approved.

Executive session called to order at 6:52 pm.

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

Regular meeting reconvened at 7:01 pm.

XV. Other Items of Business

- Meeting Date and Time Changes
 - Thursday, October 29, 2020 Finance Committee – Time change only: 4:00 PM
 - Tuesday, November 3 Commission Meeting – Date change to November 4, 2020 at 6:00 PM
 - Wednesday, November 4, 2020 Operations Committee Meeting – Meeting Cancelled
 - Tuesday, November 24, 2020 Planning and Advisory Committee Meeting – Meeting Cancelled

XVI. Public Comments

No public comments were offered from citizens in attendance.

XVII. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Cesich. Aye, all. Opposed, none. Meeting adjourned at 7:08 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

Claims Listing

10/14/2020 4:02:45 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Barn	21	ADS, INC	10/04/20	Alarm Monitoring - Ellis	19001161 68580	Grounds and Maintenance	\$171.33
						Sub-Total	\$171.33
					Ellis Barn	Total	\$171.33
Ellis Birthday Parties	529	EQUINE VETERINARY PRACTICE LLC	0218652	Ellis Vet Care	19001165 63020	Vet & Farrier	\$35.68
	2057	MATTHEW CAVINESS	12020763	Ellis Vet Care	19001165 63020	Vet & Farrier	\$126.68
						Sub-Total	\$162.36
					Ellis Birthday Parties	Total	\$162.36
Ellis Camps	529	EQUINE VETERINARY PRACTICE LLC	0218652	Ellis Vet Care	19001163 63020	Vet & Farrier	\$35.66
	2057	MATTHEW CAVINESS	12020763	Ellis Vet Care	19001163 63020	Vet & Farrier	\$126.66
						Sub-Total	\$162.32
					Ellis Camps	Total	\$162.32
Ellis Grounds	541	FIRST NATIONAL BANK OF OMAHA	M Vick - 10/20	Ellis Supplies	19001162 68580	Grounds and Maintenance	\$27.11
	1060	JOHN DEERE FINANCIAL	JD Oct 2020	Ellis Supplies	19001162 68580	Grounds and Maintenance	\$147.85
	1091	K & K WELL DRILLING	28863	Ellis Grounds	19001162 68580	Grounds and Maintenance	\$475.00

Ellis Grounds	1323	MENARDS	95832	Ellis Supplies	19001162 68580	Grounds and Maintenance	\$57.91
	2694	ALRO STEEL	AIV9047BB	Ellis - Floor Plate	19001162 68580	Grounds and Maintenance	\$211.34
						Sub-Total	\$919.21
					Ellis Grounds	Total	\$919.21
Ellis House	541	FIRST NATIONAL BANK OF OMAHA	M Vick - 10/20	Ellis Supplies	19001160 62000	Office Supplies	\$68.73
	541	FIRST NATIONAL BANK OF OMAHA	D Gurriz - 10-2020	Misc Invoices	19001160 62270	Utilities	\$179.87
						Sub-Total	\$68.73
	21	ADS, INC	10/04/20	Alarm Monitoring - Ellis	19001160 68580	Grounds and Maintenance	\$171.33
	124	BARRETT'S ECOWATER	Oct 2020	Ellis - Water - Oct 2020	19001160 68580	Grounds and Maintenance	\$25.00
	1323	MENARDS	96308	Ellis Supplies	19001160 68580	Grounds and Maintenance	\$173.39
	1323	MENARDS	96527	Ellis Grounds	19001160 68580	Grounds and Maintenance	\$60.67
						Sub-Total	\$430.39
					Ellis House	Total	\$678.99
Ellis Riding Lessons	2854	SALATO TEES AND MORE	100820	Uniforms	19001164 62400	Uniforms / Clothing	\$300.00
						Sub-Total	\$300.00

Ellis Riding Lessons	541	FIRST NATIONAL BANK OF OMAHA	M Vick - 10/20	Ellis Supplies	19001164 63000	Animal Care & Supplies	\$294.00
						Sub-Total	\$294.00
	529	EQUINE VETERINARY PRACTICE LLC	0218652	Ellis Vet Care	19001164 63020	Vet & Farrier	\$35.66
	541	FIRST NATIONAL BANK OF OMAHA	M Vick - 10/20	Ellis Supplies	19001164 63020	Vet & Farrier	\$376.36
	2057	MATTHEW CAVINESS	12020763	Ellis Vet Care	19001164 63020	Vet & Farrier	\$126.66
					Sub-Total	\$538.68	
					Ellis Riding Lessons	Total	\$1,132.68
Ellis Sunrise Center	541	FIRST NATIONAL BANK OF OMAHA	D Guritz - 10-2020	Misc Invoices	19001167 63000	Animal Care & Supplies	\$769.17
						Sub-Total	\$769.17
					Ellis Sunrise Center	Total	\$769.17
Ellis Weddings	2852	SHANA SORG	EL 9-12-2020	EL Wedding Sec Dep Rtn	19001168 63040	Security Deposit Refund	\$1,000.00
	2853	CASSIE SENFFNER	EL Wed May 2021	Ellis Wedding Sec Dep Rtn	19001168 63040	Security Deposit Refund	\$1,000.00
						Sub-Total	\$2,000.00
					Ellis Weddings	Total	\$2,000.00
	541	FIRST NATIONAL BANK OF OMAHA	E Dombrowki - 10/20	Env Edu Supplies	19001179 63030	Program Supplies	\$67.97

1323	MENARDS	95598	Harris, Env Educ & Bow Hunt Supplies	19001179 63030	Program Supplies	\$3.99
					Sub-Total	\$71.96
				Environ. Educ. Other Pblc Prg	Total	\$71.96
541	FIRST NATIONAL BANK OF OMAHA	SWiencke - 10-20	Natural Beginnings Supplies	19001178 63030	Program Supplies	\$74.48
					Sub-Total	\$74.48
				Environmental Educ. Natrl Beg.	Total	\$74.48
541	FIRST NATIONAL BANK OF OMAHA	D Guritz - 10-2020	Misc Invoices	190011 62000	Office Supplies	\$409.93
541	FIRST NATIONAL BANK OF OMAHA	E Dombrowki - 10/20	Env Edu Supplies	190011 62000	Office Supplies	\$27.68
590	FOX VALLEY FIRE & SAFETY	IN00382043	Harris - Fire Exting Service	190011 62000	Office Supplies	\$75.00
590	FOX VALLEY FIRE & SAFETY	IN00382044	Hoover Fire Exting Service	190011 62000	Office Supplies	\$50.00
590	FOX VALLEY FIRE & SAFETY	IN00382045	Hoover Pryochem Tank System	190011 62000	Office Supplies	\$69.50
1020	ILLINOIS STATE POLICE SERVICES FUND	1106558 - 10/20	Background Reports	190011 62000	Office Supplies	\$70.00
1192	KONICA MINOLTA	36324530F	Konica Lease	190011 62000	Office Supplies	\$203.01
					Sub-Total	\$905.12

**Forest Preserve
Director**

2047	COMED	0927007163-Sep 2020	Richard Young	190011 63510	Electric	\$25.26
2047	COMED	1123166102	Jay Woods	190011 63510	Electric	\$24.82
2047	COMED	5514710005-Sep 2020	Harris Horse Arena	190011 63510	Electric	\$26.06
2047	COMED	5514711002-Sep 2020	Harris	190011 63510	Electric	\$76.35
				Sub-Total		\$152.49
401	D CONSTRUCTION INC	737-10/20	Pickerrill	190511 66500	Miscellaneous Expense	\$43,412.05
695	GROUND EFFECTS INC	444872-000	Pickerrill - Mulch	190511 66500	Miscellaneous Expense	\$50.30
695	GROUND EFFECTS INC	444878-000	Pickerrill - Dirt	190511 66500	Miscellaneous Expense	\$75.50
695	GROUND EFFECTS INC	444883-000	Pickerrill - Gravel	190511 66500	Miscellaneous Expense	\$15.38
1293	MARTENSON TURF PRODUCTS, INC	78604	Pickerrill - Degradable Stake	190511 66500	Miscellaneous Expense	\$164.00
1827	UPLAND DESIGN LTD	19-737-08	Pickerrill Pigott Aug 1- Sept 30 2020	190511 66500	Miscellaneous Expense	\$2,369.50
				Sub-Total		\$46,086.73
2844	SELECTIVE INS CO OF THE SOUTHEAST	FLD2059816	Ellis - Flood Insurance	190011 68000	Liability Insurance Premiums	\$1,507.00
				Sub-Total		\$1,507.00
541	FIRST NATIONAL BANK OF OMAHA	D Guritz - 10- 2020	Misc Invoices	190011 68430	Marketing / Publicity	\$59.00
1665	SHAW MEDIA	09/2020	Website Hosting	190011 68430	Marketing / Publicity	\$59.99
				Sub-Total		\$118.99

Forest Preserve Director	541	FIRST NATIONAL BANK OF OMAHA	D Gurtiz - 10-2020	Misc Invoices	190011 68500	Project Fund Expenses	\$2,339.80
	1323	MENARDS	95846	Preserve Improvements	190011 68500	Project Fund Expenses	\$185.41
	2838	SCOTT KOBAL	100620	Fox River Bluffs - Floristic Survey	190011 68500	Project Fund Expenses	\$1,250.00
	2843	TAPCO	1680197	Dual Sided Marker	190011 68500	Project Fund Expenses	\$795.55
						Sub-Total	\$4,570.76
	2035	GENESIS NURSERY, INC.	20931	Pickerill - Flower Mix	190911 68530	Preserve Improvements	\$10,000.00
	2035	GENESIS NURSERY, INC.	20932	Fox River Bluffs - Seed Mix	190911 68530	Preserve Improvements	\$8,014.03
						Sub-Total	\$18,014.03
						Total	\$71,355.12
						Forest Preserve Director	
Grounds and Natural Resources	506	ELBURN NAPA, INC.	265430, 266697	Hoover - Equipment	19001183 62160	Equipment	\$27.20
	1060	JOHN DEERE FINANCIAL	JD Sep 2020	Hoover Equip & Shop Supplies	19001183 62160	Equipment	\$38.63
	1323	MENARDS	96214	Hoover - Equip & Other Supples	19001183 62160	Equipment	\$130.54
	1950	YORKVILLE ACE & RADIO SHACK	171926	Hoover Supplies	19001183 62160	Equipment	\$64.85
						Sub-Total	\$261.22
	1153	KENDALL CO HIGHWAY DEPT	Gas-Diesel: Sep 2020	Gas-Diesel: Sept 2020	19001183 62180	Gasoline / Fuel / Oil	\$691.75
						Sub-Total	\$691.75

Grounds and Natural Resources

1471	OFFWORLD DESIGNS	20092909	Uniforms	19001183 62400	Uniforms / Clothing	\$77.00
					Sub-Total	\$77.00
541	FIRST NATIONAL BANK OF OMAHA	D Guritz - 10-2020	Misc Invoices	19001183 63070	Refuse Pickup	\$286.89
					Sub-Total	\$286.89
1849	VERIZON	9863145561	Cell Phones	19001183 63540	Telephones	\$1,029.34
					Sub-Total	\$1,029.34
1323	MENARDS	95598	Harris, Env Educ & Bow Hunt Supplies	19001183 68530	Preserve Improvements	\$26.16
					Sub-Total	\$26.16
				Grounds and Natural Resources	Total	\$2,372.36

Hoover

790	HOLLY SEPTIC SERVICE	6485	Ellis Portable Restrooms	19001171 62270	Utilities	\$320.00
790	HOLLY SEPTIC SERVICE	6486	Preserve Portable Restrooms	19001171 62270	Utilities	\$1,550.00
2062	VORTEX	6294	Hoover Flow Meter Calibration	19001171 62270	Utilities	\$600.00
					Sub-Total	\$2,470.00
1702	LORI STAIE	20-00109	ML Sec Dep Rtn	19001171 63040	Security Deposit Refund	\$900.00
2832	KIMBERLY MEEKS	20-00107	ML Sec Dep Rtn	19001171 63040	Security Deposit Refund	\$135.00

Hoover	2836	KAREN ROBERSON	20-00115	Bunkhouse Sec Dep Rtn	19001171 63040	Security Deposit Refund	\$100.00
						Sub-Total	\$1,135.00
	2047	COMED	0756081017	Hoover Bathroom	19001171 63100	Electric	\$43.48
	2047	COMED	0793673015-10/20	Hoover Multiples	19001171 63100	Electric	\$689.25
	2047	COMED	1938021081-Oct 2020	Hoover House	19001171 63100	Electric	\$64.55
					Sub-Total	\$797.28	
1323	MENARDS	96214	Hoover - Equip & Other Supples	19001171 63110	Shop Supplies	\$11.98	
2841	KULLY SUPPLY	440487	Hoover - Meter Push Handle	19001171 63110	Shop Supplies	\$97.20	
					Sub-Total	\$109.18	
1060	JOHN DEERE FINANCIAL	JD Sep 2020	Hoover Equip & Shop Supplies	19001171 63120	Building Maintenance	\$11.02	
1323	MENARDS	96214	Hoover - Equip & Other Supples	19001171 63120	Building Maintenance	\$95.67	
					Sub-Total	\$106.69	
					Hoover	Total	\$4,618.15
2047	COMED	5514228011-Sep 2020	Pickerill	19001184 63100	Electric	\$50.76	
					Sub-Total	\$50.76	
					Pickerill - Pigott	Total	\$50.76
					Grand Total	Grand Total	\$84,538.89

To: Kendall County Forest Preserve District Board of Commissioners

From: Emily Dombrowski, Environmental Education Programs Manager

RE: Natural Beginnings Early Learning Program - Proposed 21-22 Tuition Fees and Charges

Date: October 20, 2020

The proposed fee increase for the 2021-2022 3-day program year is from \$1,920.00 to \$2,060.00 (\$140 increase.)

The proposed fee increase for the 2021-2022 2-day program is from \$1,620.00 to \$1,660.00 (\$40 increase.)

The proposed fee increases as presented will work to close the cost-per-hour of contact time gap for 3-day and 2-day classes.

		Tuition
3-day 2020		\$1,920.00
2-day 2020		\$1,620.00
PROPOSED FEES AND CHARGES 21-22 Program Year	3-day 2021	\$2,060.00
	2-day 2021	\$1,660.00

Revenue Per Contact Hour		
\$6.92	3-day 2020	\$1,920.00
\$8.76	2-day 2020	\$1,620.00
\$7.42	3-day 2021	\$2,060.00
\$8.97	2-day 2021	\$1,660.00



Illinois Clean Energy
community foundation

October 16, 2020

Mr. David Guritz
Executive Director
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560

Re: **Request ID: 8130**
Kendall County Forest Preserve
District - Hoover Forest Preserve K-
12 Pollinator Education Program and
Prairie Enhancement Project

Dear Mr. Guritz:

We are pleased to inform you that the Illinois Clean Energy Community Foundation has approved a grant to Kendall County Forest Preserve District ("the Grantee") to cover 90% of the cost of installing pollinator habitat, not to exceed \$10,000, and an additional payment of \$1,000 to be applied towards summer maintenance activities.

In accepting this grant, you agree to:

- submit your Plant List and Site Design for Foundation review before work commences,
- acknowledge the Foundation's contribution to the Project with permanent signage at the property displaying the Foundation's full name and colored logo, and
- provide periodic updates to Foundation staff as requested.
- To accept the grant, please review, sign and return a complete countersigned copy of the grant agreement electronically to the Foundation via the "Requirements Section" of your online account as soon as possible, and **no later than one month from today**.

Please keep a copy of the signed grant agreement for your records.

On behalf of the Foundation's Board of Trustees and staff, we would like to extend our best wishes for the success of this project.

Sincerely,

A handwritten signature in black ink that reads "Dennis F. O'Brien".

Dennis F. O'Brien
Executive Director

October 16, 2020

Mr. David Guritz
Executive Director
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560

Re: **Request ID: 8130**
Kendall County Forest Preserve
District - Hoover Forest Preserve K-12
Pollinator Education Program and
Prairie Enhancement Project

Dear Mr. Guritz:

The Illinois Clean Energy Community Foundation (“the Foundation”) is awarding a grant of up to **\$11,000** to the Kendall County Forest Preserve District (“the Grantee”) to cover 90% of the cost of installing pollinator habitat, not to exceed \$10,000, and an additional payment of \$1,000 to be applied towards summer maintenance activities.

This letter defines the terms and conditions of the grant and constitutes the grant agreement (“the Agreement”) between the Foundation and the Grantee.

Duration and Payment of Grant

This grant is to be used during the period of **11/1/2020** through **4/30/2022** (the “Grant Period”). The grant will be paid by the Foundation upon completion of the following:

- a) receipt and approval of a Plant List and Site Design Plan as described under the Reporting Requirements section beginning on page 3 of this agreement;
- b) successful installation of the Pollinator Habitat and completion of at least one “Community Planting Day” or “Pollinator Celebration;”
- c) receipt and acceptance of a Final Project Expenditures Form showing the actual installation expenditures against the original approved Project budget; and
- d) receipt and acceptance of invoice(s) for the habitat design and installation costs listed in the Final Project Expenditures Form.

To receive payment, the Grantee must complete both the **Plant List and Site Design Plan Requirement** and the **Payment Requirement** via its online account. The Grantee is eligible to receive up to 90% of the actual habitat installation costs, or \$10,000, *whichever is less*, and an additional \$1,000 to be used for summer maintenance.

Work under the grant must be completed by the end of the grant period.

The Foundation reserves the right to suspend, modify or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds or both, if:

- a) such action is necessary to comply with any applicable law or regulation;



- b) the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement; and/or
- c) the Grantee's performance under the grant has not been satisfactory.

The Foundation's judgment on these matters will be final and binding.

Purpose and Use of Grant

This grant is for the installation of a **minimum of 1,000 square feet** of Pollinator Habitat at **Hoover Forest Preserve K-12 Pollinator Education Program and Prairie Enhancement Project** (the "Project") per the Project Proposal submitted to the Foundation.

The Grantee agrees to:

- a) maintain the Pollinator Habitat for a minimum of 5 years;
- b) teach about native pollinators and pollinator habitat in the classroom and educate the community about the importance of pollinators; and
- c) hold a "Community Planting Day" and/or a "Pollinator Celebration" event to promote school and community involvement in the project.

The Grantee is responsible for summer maintenance and plant replacement costs. The grant includes a one-time payment of \$1,000 from the Foundation which must be applied towards the costs of caring for the habitat over the summer.

The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any vendors, contractors or consultants involved in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c) (3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of the Grantee's obligations under this Agreement.

Reporting Requirements

Plant List and Site Design Plan

The Foundation requires the Grantee to submit a Plant List and Site Design Plan via its online account **before** any work on the pollinator habitat commences. It should contain:

- a) A word, excel, or PDF document with a list of ALL plants to be planted in your habitat with three high value pollinator plants from each bloom period highlighted or marked in some way
- b) A word, PDF, or other document that clearly shows your site design plan including plants, pathways, pergolas, or other habitat features

Final Report

The Foundation requires the Grantee to submit a Final Report on this grant no later than 3 months after the end of the Grant Period via its online account. It should contain:

- a) a completed **Final Report Form** that includes a detailed description of what was accomplished including installation experience, challenges, and successes;
- b) copies of pollinator-related curriculum, lesson plans or materials demonstrating integration of the habitat into such curricula; and
- c) photos of the installation and community events if not previously provided.

The Grantee must submit these documents by completing the **Final Report Requirement** via its online account.

Publicity

The Grantee agrees to acknowledge the Foundation's contribution to the Project with permanent signage at the property displaying the Foundation's full name and colored logo.

The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with access to resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records about the Project maintained by the Grantee and/or similar investigative activities.

Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code.

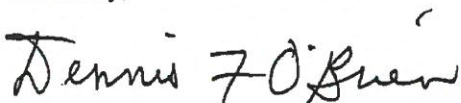
The Grantee further confirms that it will remain a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code in good standing with the appropriate state and federal government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Sincerely,



Dennis F. O'Brien
Executive Director

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee and that the Grantee will comply with those terms and conditions.

Grantee _____
(This must be the legal name of the organization accepting the grant and it must have federal tax-exempt status.)

Name of Authorized Signer for the Grantee _____

Title of Signer _____

Authorized Signature _____
(This must be an original signature of an authorized representative of the Grantee.)

(such as a Principal, Superintendent, or Board of Education member; or Executive Director or Board Member of a nonprofit)

Date Signed _____



October 16, 2020

Mr. David Guritz
Executive Director
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560

Re: **Request ID: 8131**

Dear Mr. Guritz:

We are pleased to inform you that the Illinois Clean Energy Community Foundation has approved a grant to Kendall County Forest Preserve District ("the Grantee") to provide 50% of the cost of converting turf grass to pollinator meadow habitat at the approved Project Site(s), not to exceed \$20,000.

In accepting this grant, you agree to:

- submit your Site Design and Plan for Foundation review before work commences
- acknowledge the Foundation's contribution to the Project with permanent signage at the property displaying the Foundation's full name and colored logo
- maintain the pollinator meadow habitat established with the help of grant funds for a minimum of five years after installation is complete

To accept the grant, please review, sign and return a complete countersigned copy of the grant agreement electronically to the Foundation via the "Requirements Section" of your online account as soon as possible, and **no later than one month from today**.

Please remember to take a "before" photo prior to the removal of the turf. This is very important, as it is required for approval of your Site Design and Plan and for payment.

Please keep a copy of the signed grant agreement for your records.

On behalf of the Foundation's Board of Trustees and staff, we would like to extend our best wishes for the success of this project.

Sincerely,

A handwritten signature in black ink that reads "Dennis F. O'Brien". The signature is written in a cursive style with a prominent initial "D".

Dennis F. O'Brien
Executive Director



Illinois Clean Energy
community foundation

October 16, 2020

Mr. David Guritz
Executive Director
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560

Re: **Request ID: 8131**

Dear Mr. Guritz:

The Illinois Clean Energy Community Foundation (“the Foundation”) is awarding a grant of up to **\$20,000** to Kendall County Forest Preserve District (“the Grantee”) to cover 50% of the cost of converting turf grass to pollinator meadow habitat at the approved Project Site(s), not to exceed \$20,000.

This letter defines the terms and conditions of the grant and constitutes the grant agreement (“the Agreement”) between the Foundation and the Grantee.

Duration and Payment of Grant

This grant is to be used during the period of **11/1/2020** through **4/30/2021** (the “Grant Period”). The grant will be paid on a reimbursement basis after all project activity is complete.

To receive payment, the Grantee must complete all work by the Grant Project End Date.

The Grantee is allowed up to two months after the Grant Project End Date to submit a Payment Request as it also serves as the Final Report for this project. The grant will be paid by the Foundation upon completion of the following:

- a) receipt and approval of a Site Design and Plan as described under the Reporting Requirements section beginning on page 3 of this agreement.
- b) successful installation of a minimum of 2 acres of Pollinator Meadow Habitat,
- c) receipt and approval of a Payment Request that includes:
 - 1) Final Project Expenditures Form showing the actual project expenditures against the original approved Project Budget; and
 - 2) A complete set of Invoice(s) for expenses listed in the Final Project Expenditures Form.
 - 3) An “after” photo of Project Site(s) taken from/of the same photo point as “before” photo to be submitted with Site Design Plan

To receive payment, the Grantee must complete **Site Design and Plan Requirement** and the **Payment Request Requirement** via its online account. The Grantee is eligible to receive, as reimbursement, up to 50% of the actual habitat installation costs, or \$20,000, *whichever is less*. The Foundation's payment may reimburse 50% of year one maintenance costs, or \$1,000, whichever is less. Year one is the calendar year immediately following the year of installation.

Work under the grant must be completed by the end of the grant period.

The Foundation reserves the right to suspend, modify or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds or both, if:

- a) such action is necessary to comply with any applicable law or regulation;
- b) the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement; and/or
- c) the Grantee's performance under the grant has not been satisfactory.

The Foundation's judgment on these matters will be final and binding.

Purpose and Use of Grant

This grant is for the conversion of **a minimum of 2 acres** of turf grass into Pollinator Meadow Habitat at Hoover Forest Preserve (the "Project") per the Project Proposal submitted to the Foundation.

The Grantee agrees to:

- a) submit a Site Design and Plan and a "before" photo of the Project Site(s) to the Foundation for approval **before** work begins
- b) convert a minimum of 2 acres total of turf grass to Pollinator Meadow that meet the Minimum Habitat Requirements
- c) acknowledge the Foundation's contribution to the Project with permanent signage at the property displaying the Foundation's full name and colored logo
- d) maintain the Pollinator Meadow Habitat for a minimum of 5 years beyond the year it is installed

The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any vendors, contractors or consultants involved in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c) (3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal,

state, county and local laws, ordinances, regulations and codes in the performance of the Grantee's obligations under this Agreement.

Reporting Requirements

Site Design and Plan

The Foundation requires the Grantee to submit a Site Design Plan via its online account **before** any work at the Project Site(s) commences. It should contain:

- a) A word, PDF, or other document that includes a visual/diagram that outlines the size and location of the planned layout of grant-supported Pollinator Meadow(s) conversions within the larger Project Site(s). The site design diagram must show the location of the planned habitat in relation to:
 - existing habitat that will remain – both native and non-native
 - nearby public access and use amenities (i.e. parking lots, trails, sports fields, playgrounds, etc.)
 - both natural and manmade lakes and drainage basins
 - other key features of the Project Site(s)

- b) A Work Plan that includes:
 - a timeline and major tasks related to site preparation, planting techniques, maintenance schedule (i.e. prescribed burning or mowing schedule) and a species monitoring plan. The work plan should indicate who is responsible for each project task and include a description of the seed mix that demonstrates the Minimum Habitat Requirements will be met and lists the source(s)

- c) A “before” photo(s) of the Project Site(s)

Final Report

The Payment Request will also serve as the Final Report for this project and is due no later than 2 months after the Grant Project End Date.

Post-Grant Species Monitoring

The Grantee agrees to monitor the site for three consecutive years after seeding is completed to document the germination and establishment of native plant species during the growing season according to the schedule and protocol included in the Grantee's Site Design Plan and approved by the Foundation.

Publicity

The Grantee agrees to acknowledge the Foundation's contribution to the Project with permanent signage at the Project Site(s) displaying the Foundation's full name and colored logo. The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with access to resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records, including species monitoring, about the Project maintained by the Grantee and/or similar investigative activities.

Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code.

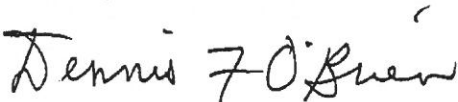
The Grantee further confirms that it will remain a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code in good standing with the appropriate state and federal government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Sincerely,



Dennis F. O'Brien
Executive Director

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee and that the Grantee will comply with those terms and conditions.

Grantee _____
(This must be the legal name of the organization accepting the grant and it must have federal tax-exempt status.)

Name of Authorized Signer for the Grantee _____

Title of Signer _____

Authorized Signature _____
(This must be an original signature of an authorized representative of the Grantee.)
(such as an Executive Director or Board Member)

Date Signed _____

**Kendall County Forest Preserve District
Hoover Grounds Supervisor and Resident House
Lease Agreement**

THIS AGREEMENT ("Lease Agreement") is made and entered into this 20TH day of October, 2020 by and between the Kendall County Forest Preserve District ("District"), a unit of local government, ("Employee-Tenant") and Jay Teckenbrock (referred to as "Tenant"), an individual currently residing at the Hoover Forest Preserve Residence, 11285 W. Fox Road, Yorkville, IL 60560, 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 Supervisor and Resident House, the surrounding fenced yard, and the storage shed, located at Hoover Forest Preserve –11285 W. Fox 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 Supervisor-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 Hoover 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 December 1, 2020 with both parties' execution of this Lease Agreement, and shall terminate immediately upon (a) the Employee-Tenant's separation of employment from the District, or (b) one (1) year from the Lease Agreement commencement date of December 1, 2020 following 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 four hundred sixty-four dollars and thirty-one cents (\$464.31) 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 two hundred and fifty dollars (\$250.00) 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), receipt of which is hereby acknowledged by the District, 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, gas, and land-line 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, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notice; or
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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. The parties further agree that the previous agreement dated December 2, 2015 is hereby rescinded in its entirety.

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 Jay Teckenbrock 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 20th day of October, 2020.

DISTRICT:

Sign: _____
Judy Gilmour, President

Print: _____ Date: _____

Attest: _____
David Guritz, Executive Director

As to Tenant, this 20th day of October, 2020.

TENANT:

Sign: _____
Jay Teckenbrock, Grounds Supervisor and Resident

Print: _____ Date: _____

Sign: _____

Print: _____ Date: _____

**Kendall County Forest Preserve District
Ellis House Caretaker
Lease Agreement**

THIS AGREEMENT ("Lease Agreement") is made and entered into this 20TH day of October, 2020, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, ("Employee-Tenant") and Shannon Prette (referred to as "Tenant"), an individual currently residing at the Ellis House, 13986 McKanna Rd, Minooka, IL 60447, 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 Ellis House apartment and access to the Ellis House maintenance support areas including the first-level reception area and utility room, and the basement storage area, located at Baker Woods Forest Preserve – Ellis House and Equestrian Center 13986 McKanna Rd, Minooka, IL 60447 (hereinafter referred to as the "Residence"), an image of which is attached as Exhibit A, during the Employee-Tenant's employment as the Ellis House Caretaker 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 their continued employment by the District as the Ellis House Caretaker; 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 Ellis House and Equestrian Center 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 Ellis House Caretaker 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 December 1, 2020 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 commencement of December 1, 2021 following 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 eighty (\$85.00) 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 three hundred fifty dollars and zero cents (\$350.00) 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 Ellis House Caretaker. 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 deposited with the District the required sum of two-hundred fifty dollars and no cents (\$250.00), 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, phone and natural gas (“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. Not obstruct or cover the windows or doors;
- D. Not leave windows or doors in an open position during any inclement weather;
- E. 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;
- F. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of District;
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apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants;

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D. Exercise a contractual or statutory lien;

E. Leave written notice; or

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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.

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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.

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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.

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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. The parties further agree that the previous agreement dated December 2, 2015 is hereby rescinded in its entirety.

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 Shannon Prette 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 20TH day of October, 2020.

DISTRICT:

Sign: _____
Judy Gilmour, President

Print: _____ Date: _____

Attest: _____
David Guritz, Executive Director

As to Tenant, this 20TH day of October, 2020.

TENANT:

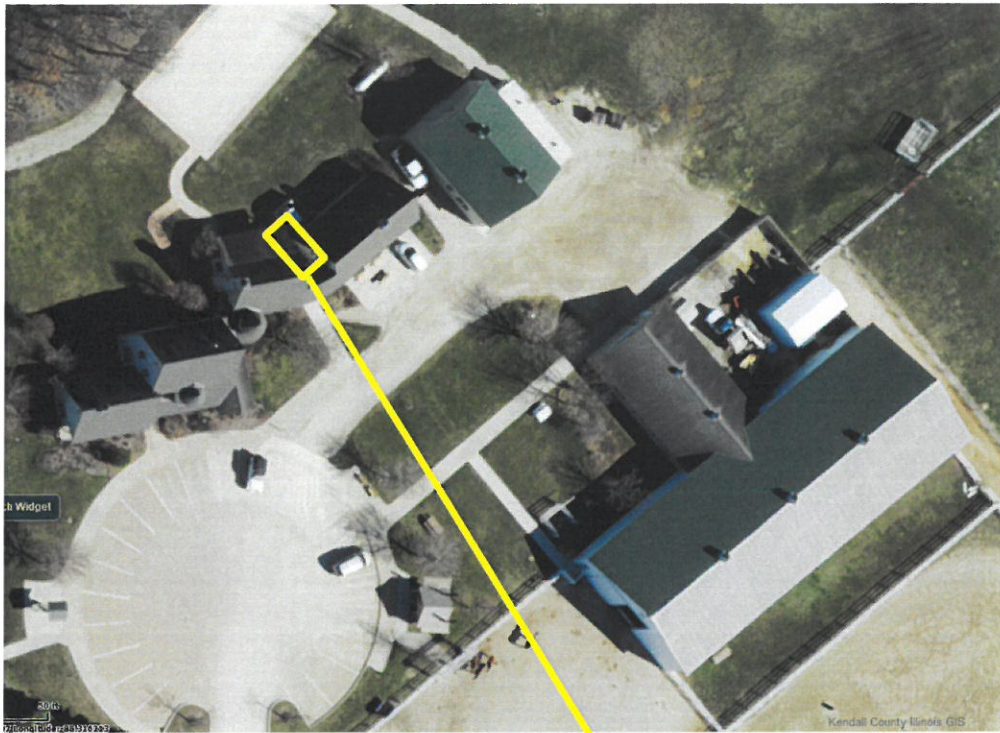
Sign: _____
Shannon Prette

Print: _____ Date: _____

Sign: _____
Attest

Print: _____ Date: _____

EXHIBIT A:



Location of 2nd Floor Studio Apartment at Ellis House and Equestrian Center

EXHIBIT B
Pet Addendum to Kendall County Forest Preserve District
Ellis House Caretaker and Resident Apartment
Lease Agreement

THIS Pet Addendum ("Addendum") is incorporated as if fully set forth in the Kendall County Forest Preserve District Ellis House Caretaker Lease Agreement made and entered into on the 20th day of October 2020, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, and Shannon Prette ("Employee-Tenant") referred to as "Tenant", an individual currently residing at 13986 McKanna Rd, Minooka, IL 60447 ("Lease Agreement"). 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. INCORPORATION.

The Lease Agreement, and all of its terms are incorporated as if fully set forth herein. In the event of a conflict between the terms of this Pet Addendum and the Lease Agreement, the terms of the Lease Agreement shall prevail.

2. PURPOSE.

The purpose of this Addendum is to permit Tenants to keep three domestic house cats ("Pets"), currently owned by Tenants, at the Residence, as defined in the Lease Agreement. The scope of this permission is limited to the animals identified in this Addendum. This Addendum does not permit Tenants to allow any other pets or domesticated animals at the Residence.

3. PETS.

The pets that are the subject of this Addendum are described as follows:

Name: Belli

Name: Rogue

Breed: Tabby

Breed: Tortie

Color:

Color:

Weight:

Weight:

Age: 7

Age: 2

Tenant requests and is extended permission to keep a third domestic cat with breed description to-be-submitted.

4. ADDITIONAL RENT.

Rent Value. The Tenants shall pay an additional rent payment in the amount of zero dollars and no cents (\$0.00) per week in consideration for being permitted to keep the Pets at the Residence. This additional rent payment is to be paid on the 1st of every month and must cover all weeks that start within that month. Pursuant to the Lease Agreement, a week will be Saturday through Friday. The additional pet rent is subject to the rent terms identified in subsections 4.2, 4.3, and 4.4 the Lease Agreement.

5. PET SECURITY DEPOSIT.

Tenants must also post an additional Pet Security Deposit in the amount of zero dollars and no cents (\$0.00). The Pet Security Deposit, intended to cover the costs of all cleaning and repairs required as a result of the Pets, is waived by the District. The Pet Security Deposit is subject to all of the terms of the Security Deposit identified in section five (5) of the Lease Agreement and is due upon execution of the Lease Agreement.

5. RULES AND MAINTENANCE.

Tenants agree to the following requirements:

- A. Tenants will keep their Pets under control at all times.
- B. Tenants will keep their Pets restrained, but not tethered, when they are outside of the Residence.
- C. Tenant will adhere to all federal, State, and local statutes, rules, regulations, orders, and ordinances pertaining to pet care and maintenance, including leash and licensing requirements.
- D. Tenants will not leave their Pets unattended for an unreasonable period of time.
- E. Tenants will promptly clean up after their Pets and dispose of their Pets' waste properly.
- F. Tenants will keep their Pets from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will promptly remedy any complaint once notified of the complaint by District.
- G. Tenants will provide their Pets with regular health care, including required inoculations.
- H. Tenants will provide the Pets with identification tags.
- I. Tenants will remove any offspring produced by the Pets within eight (8) weeks of birth, unless otherwise agreed to in writing by the District.

6. INDEMNIFICATION.

In addition to the indemnification provision in section twenty-one (21) of the Lease Agreement, 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 to any person or property caused by or relating to the Pets. 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 caused by or relating to the Pets. 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.

7. REVOCATION.

District retains the right to revoke the permission granted in this Addendum by providing thirty (30) calendar days written notice to Tenants.

8. DEFAULT.

Failure to comply with the terms of this Addendum shall be considered a default of the Lease Agreement subject to the remedies identified in section eight (8) of the Lease Agreement.

As to District this 20th day of October, 2020.

DISTRICT:

Sign: _____
Judy Gilmour, President

Print: _____ Date: _____

Attest: _____
David Guritz, Director

As to Tenants, this 20th day of October, 2020.

TENANTS:

Sign: _____
Shannon Prette

Print: _____ Date: _____

Sign: _____
Attest

Print: _____ Date: _____