

KENDALL COUNTY FOREST PRESERVE DISTRICT

MEETING AGENDA

TUESDAY, JANUARY 18, 2022

9:00 AM

KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210

- 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 Commission Meeting of January 4, 2022
 - Kendall County Forest Preserve District Operations Committee Meeting of January 5, 2022
- VIII. *Approval of Claims in the Amount of \$35,561.51
- IX. ***MOTION:** Approval of an Electric Service Agreement with Dynege Energy Services, LLC for the Purchase of Electrical Power at \$0.05959 per Kilowatt Hour through February 2026
- X. **MOTION:** Pickerill House Renovation and Authorization to Display Blueprints and Renovation Project Drawings for this Renovation Project to the District's Website
- OLD BUSINESS**
 - No items posted for consideration*
- NEW BUSINESS**
- XI. **MOTION:** Approval of a Grounds Maintenance Worker – Preserve Opener/Closer Position Description
- XII. ***MOTION:** Approval of an Updated Starting Salary Range of \$13.00 to \$17.00 per Hour for all District Part Time Grounds Maintenance Worker Positions
- XIII. ***MOTION:** Approval of Hourly Salary Increases for Current Part Time Grounds Maintenance Workers Including Quinn Campbell (\$12.00 to \$13.00 per hour); Craig Johnson (\$15.00 to \$15.50 per hour), and Frank Koehler (\$12.80 to \$13.50 per hour) Effective January 29, 2022
- XIV. Public Comments
- XV. Executive Session
- XVI. Other Items of Business
 - Forest Foundation of Kendall County – Pickerill-Pigott Forest Preserve Improvement Fund
- XVII. Adjournment

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

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
JANUARY 4, 2022**

I. Call to Order

President Gilmour called the meeting to order at 6:00 pm in the Kendall County Office Building - Second Floor Board Rooms 209 and 210.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

An invocation was offered by President Gilmour.

IV. Roll Call

X	Cesich	X	Gryder
X	DeBolt	X	Kellogg
	Flowers	X	Koukol
	Gengler		Rodriguez
X	Gilmour	X	Vickers

Roll call: Commissioners Cesich, DeBolt, Gryder, Kellogg, Koukol, Vickers, and Gilmour were all present.

V. Approval of Agenda

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

VI. Public Comment

No public comments were offered from citizens in attendance.

CONSENT AGENDA

VII. Approval of Minutes

- Kendall County Forest Preserve District Commission Meeting of December 7, 2021
- Kendall County Forest Preserve District Committee of the Whole Meeting December 14, 2021

VIII. Approval of Claims in the Amount of \$68,216.98

IX. MOTION: Approval of FY22 Fees and Charges for Camps; Afternoon Adventures; Family and Public Programs

Commissioner Cesich made a motion to approve the Consent Agenda as presented. Seconded by Commissioner Vickers.

Motion: Commissioner Cesich
 Second: Commissioner Vickers

Roll call: Consent Agenda

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers			Koukol	X	
Gengler			Rodriguez		
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

OLD BUSINESS

No items posted for consideration.

NEW BUSINESS

X. MOTION: Approval of the Insurance of a District Procurement Card to Antoinette White, Grounds and Natural Resources Division Supervisor with a Single-Purchase Limit of \$1,000, and Monthly Combined Purchase Limit of \$5,000

Commissioner DeBolt made a motion to approve the insurance of a District procurement card to Antoinette White, Grounds and Natural Resources Division Supervisor with a single-purchase limit of \$1,000, and monthly combined purchase limit of \$5,000. Seconded by Commissioner Gryder.

Motion: Commissioner DeBolt
 Second: Commissioner Gryder

Roll call: A. White procurement card

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers			Koukol	X	
Gengler			Rodriguez		
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XI. MOTION: Approval of District Procurement Card Limit Changes for Stefanie Wiencke, Education and Special Projects Manager to Increase the Single-Purchase Limit to \$500, and Monthly Combined Purchase Limit to \$1,000

Commissioner Cesich made a motion to approve a District Procurement card limit change for Stefanie Wiencke, Education and Special Projects Manager to increase the single purchase limit to \$500, and monthly combined purchase limit to \$1,000. Seconded by Commissioner DeBolt.

Motion: Commissioner Cesich
 Second: Commissioner DeBolt

Roll call: S. Wiencke Procurement Card

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers			Koukol	X	
Gengler			Rodriguez		
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XII. MOTION: Approval of a Proposal from Kendall Plumbing and Heating, Inc. of Yorkville, Illinois for the replacement of the Ellis House Furnace and Air Conditioner in the Amount of \$7,347.20

Commissioner Cesich made a motion to approve a proposal from Kendall Plumbing and Heating, Inc. of Yorkville, Illinois for the replacement of the Ellis House Furnace and Air Condition in the amount of \$7,347.20. Seconded by Commissioner Gryder.

Motion: Commissioner Cesich
 Second: Commissioner Gryder

Roll call: Kendall Plumbing Proposal

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers			Koukol	X	
Gengler			Rodriguez		
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XIII. MOTION: Approval of a Proposal from Kendall Excavating of Yorkville, Illinois for the Excavation and Repair/Replacement of a +/- 20' Section of Sewer Line at Hoover Forest Preserve in the Amount of \$9,284.00

Commissioner DeBolt made a motion to approve a proposal from Kendall Excavating of Yorkville, Illinois for the excavation and repair/replacement of +/- 20' section of sewer line at Hoover Forest Preserve in the amount of \$9,284.00. Seconded by Commissioner Vickers.

Motion: Commissioner DeBolt

Second: Commissioner Vickers

Roll call: Kendall Excavating Proposal

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Cesich	X		Gryder	X	
DeBolt	X		Kellogg	X	
Flowers			Koukol	X	
Gengler			Rodriguez		
Gilmour	X		Vickers	X	

Motion unanimously approved.

Roll call: Commissioners Cesich, DeBolt, Gryder, Kellogg, Koukol, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

XIV. Public Comments

None.

XV. Executive Session

None.

XVI. Other Items of Business

None.

XVII. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Cesich. Aye, all. Opposed, none. Meeting adjourned at 6:05 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
OPERATIONS COMMITTEE MEETING MINUTES
JANUARY 5, 2022**

I. Call to Order

Operating Committee Chair Flowers called the meeting to order at 6:00 pm in the Kendall County Historic Courthouse 3RD Floor Courtroom.

II. Roll Call

	Cesich	X	Gryder
X	DeBolt		Kellogg
X	Flowers	X	Koukol
	Gengler		Rodriguez
	Gilmour		Vickers

Commissioners DeBolt, Flowers, Gryder, and Koukol were all present. Commissioner Gryder adjourned from the meeting at 6:42 pm and did not return.

III. Approval of Agenda

Commissioner DeBolt made a motion to approve the meeting agenda as presented. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

IV. Public Comments

No public comments were offered from citizens in attendance.

V. Review of Financial Statements and Cost Center Reports through December 31, 2021

Director Guritz presented a review on the financial statements and cost center reports through December 31, 2021.

VI. Review and Approval of Special Use Permits

- None

VII. Grounds Maintenance Staffing Discussion: Position Description(s) and Starting Salary Discussions

Commissioner Koukol made a motion to forward the Grounds Maintenance – Preserve Opener/Closer Position description to Commission, including a recommendation to establish a starting salary range of \$13 to \$17 an hour for the part time Grounds Maintenance Worker position classification to Commission for approval. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

Commissioner DeBolt a motion to forward recommendations to Commission to increase the hourly part time salaries of Frank Koehler from \$12.80 an hour to \$13.50 an hour; Craig Johnson from \$15.00 and hour to \$15.50 an hour; and Quinn Campbell from \$12.00 an hour to \$13.00 an hour. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

VIII. Draft Employee Handbook Policies Review

- **Chapter IX Review**
- **Recommendation for Final KC-SAO Review and Updates**

Commissioner DeBolt made a motion to forward the final draft of the Employee Handbook to the Kendall County State's Attorney's Office with a request to complete a final review and updates. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

Commissioner Gryder adjourned from the meeting at 6:42 pm, and did not return.

IX. Status of RecPro Facility Rental Contract Integration of Terms and Conditions for Event Venues, Shelters, and Overnight Lodging (Bunkhouse and Campsite) Rental Contracts

Director Guritz presented a review of updated terms and agreements for preserve facilities. The Operations Committee discussed the terms and conditions, with direction given to staff to research other similar government entity requirements for purchasing special event insurance by facility rental clients.

X. KCFPD General Use Ordinance – Review of Current Restrictions, Proposed Policies, and Proposed Designated Use Areas for Use of Unmanned Aerial Vehicles (UAV)

Director Guritz provided updates on the KCFPD General Use Ordinance, review of current restrictions, proposed policies, and proposed designated use areas for use of unmanned aerial vehicles (UAV).

The Operations Committee discussed the proposed policy, and provided direction to staff to return with designated area locations, rules for use, and final proposed language changes for the General Use Ordinance.

XI. Other Items of Business

- **FY21 Farm License Agreements – Yield Payments Report**

Director Guritz provided updates on the FY21 farm license agreements and yield payments. The Mathre farm license agreement total yield payment, including grain drier use fee was \$37,160.36, plus a utility reimbursement of \$2,339.51. The District is waiting to hear on yield calculations for the Baker Woods farm license agreement with Kyle Connell.

XII. Public Comments

No public comments were offered from citizens in attendance.

XIII. Executive Session

None.

XIV. Adjournment

Commissioner DeBolt made a motion to adjourn at 6:56 pm. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

Respectfully submitted,

David Guritz

Director, Kendall County Forest Preserve District

Claims Listing

1/12/2022 2:06:36 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount		
Ellis Grounds	51	SYNCB/AMAZON	1WMN-V7C6-3VF9	Ellis Trash bags	19001162	68580	Grounds and Maintenance	\$37.99	
	51	SYNCB/AMAZON	1XM3-FY19-M4C9	Ellis Grounds Supplies-Snow Flags	19001162	68580	Grounds and Maintenance	\$15.99	
	1060	JOHN DEERE FINANCIAL	30183	Ellis Grounds Supplies	19001162	68580	Grounds and Maintenance	\$62.46	
	1060	JOHN DEERE FINANCIAL	4111-16381011522	Ellis Grounds Spring Pin and Spindle purchase	19001162	68580	Grounds and Maintenance	\$168.72	
	1323	MENARDS	32824	Ellis Grounds: Tire sealant, batteries, valve tool	19001162	68580	Grounds and Maintenance	\$17.43	
							Sub-Total	\$302.59	
						Ellis Grounds	Total	\$302.59	
	Ellis House	51	SYNCB/AMAZON	1R1W-Y7H7-MX1F	Ellis Office-Trash bags, envelopes	19001160	62000	Office Supplies	\$32.92
								Sub-Total	\$32.92
		541	FIRST NATIONAL BANK OF OMAHA	3583011522	Guritz Credit Card	19001160	62270	Utilities	\$166.61
							Sub-Total	\$166.61	
					Ellis House	Total	\$199.53		
Ellis Riding Lessons	51	SYNCB/AMAZON	1JFC-2DMN-LKV4	Ellis Animal Care-Joint Supplement	19001164	63000	Animal Care & Supplies	\$66.52	

Ellis Riding Lessons	541	FIRST NATIONAL BANK OF OMAHA	3583011522	Guritz Credit Card	19001164 63000	Animal Care & Supplies	\$2,872.52
	541	FIRST NATIONAL BANK OF OMAHA	6660011522	Ellis Horse Care Meds	19001164 63000	Animal Care & Supplies	\$176.96
						Sub-Total	\$3,116.00
					Ellis Riding Lessons	Total	\$3,116.00
Ellis Weddings	3131	GROOT INC	8071789	Refuse Services	19001168 63070	Refuse Pickup	\$80.55
						Sub-Total	\$80.55
					Ellis Weddings	Total	\$80.55
Environmental Educ. Natrl Beg.	1871	JESSICA VOSBURGH	122921PhotosN B	Reimbursement for portfolio photos	19001178 63030	Program Supplies	\$43.95
	1950	YORKVILLE ACE & RADIO SHACK	400515011522	NB Warming Shelter supplies-Propane refills	19001178 63030	Program Supplies	\$39.98
						Sub-Total	\$83.93
					Environmental Educ. Natrl Beg.	Total	\$83.93
Forest Preserve Director	51	SYNCB/AMAZON	1GNT-R1KG-YWLN	GRounds Uniforms, Office Supplies	190011 62000	Office Supplies	\$28.48
	541	FIRST NATIONAL BANK OF OMAHA	3583011522	Guritz Credit Card	190011 62000	Office Supplies	\$55.60
	1304	MARCO TECHNOLOGIES, LLC	461954810F	Monthly Copier	190011 62000	Office Supplies	\$164.25
						Sub-Total	\$248.33
	1665	SHAW MEDIA	10085118011522	Website Hosting, publications	190011 62090	Legal Publications	\$635.48
					Sub-Total	\$635.48	

Forest Preserve Director	1535	PIZZO & ASSOC, LTD	26381	Winter Cleaning Richard Young	190711 68610	Morton Arboretum Landscape	\$10,850.00
						Sub-Total	\$10,850.00
	1199	KLUBER, INC.	7921	Conversion payment-Pickerill House	191311 70650	Professional Services (A&E)	\$4,225.59
						Sub-Total	\$4,225.59
					Forest Preserve Director	Total	\$25,018.51
Grounds and Natural Resources	90	ATLAS BOBCAT	714640	Repairs on Bobcat	19001183 62160	Equipment	\$1,863.33
	107	AUTOMOTIVE SPECIALTIES INC	Ford F150 2014	2014 FORD F150	19001183 62160	Equipment	\$855.80
	413	DEKANE EQUIPMENT CORP	010422Kubota	Kubota Repairs	19001183 62160	Equipment	\$378.74
	413	DEKANE EQUIPMENT CORP	Tire Repair-Kubota	Kubota Tire Repair	19001183 62160	Equipment	\$202.13
	413	DEKANE EQUIPMENT CORP	Wheel Cover	Wheel Cap-Kubota	19001183 62160	Equipment	\$63.93
	506	ELBURN NAPA, INC.	4860011522	Oil, cleaner, sponge	19001183 62160	Equipment	\$53.15
	1060	JOHN DEERE FINANCIAL	1113-29745011522	Grounds Equipment and Supplies	19001183 62160	Equipment	\$121.15
						Sub-Total	\$3,538.23
	1153	KENDALL CO HIGHWAY DEPT	011522	Gas and Diesel 12/2021	19001183 62180	Gasoline / Fuel / Oil	\$563.22
						Sub-Total	\$563.22

Grounds and Natural Resources	51	SYNCB/AMAZON	1GNT-R1KG-YWLN	GRounds Uniforms, Office Supplies	19001183 62400	Uniforms / Clothing	\$128.60
						Sub-Total	\$128.60
	1655	SERVICE SANITATION, INC	50-493234011522	Port-o-lets service	19001183 63070	Refuse Pickup	\$242.50
	3131	GROOT INC	8071789	Refuse Services	19001183 63070	Refuse Pickup	\$420.06
						Sub-Total	\$662.56
	1060	JOHN DEERE FINANCIAL	1113-29745011522	GRounds Equipment and Supplies	19001183 63110	Shop Supplies	\$39.22
	1323	MENARDS	31944	Mops, Gloves	19001183 63110	Shop Supplies	\$54.95
						Sub-Total	\$94.17
	2225	AIR WANS WIRELESS BROADBAND	171423	Ellis Internet	19001183 63540	Telephones	\$74.95
						Sub-Total	\$74.95
				Grounds and Natural Resources	Total	\$5,061.73	
Hoover	2197	NEWARK SANITARY DISTRICT	071112	Flow Reports for Hoover	19001171 62270	Utilities	\$600.00
						Sub-Total	\$600.00
	3420	JENNIFER STEINBACH	21-00202	Kingfisher Sec Dep Return	19001171 63040	Security Deposit Refund	\$100.00
	3421	DWAYNE WILSON	21-00253	Blazing Star Sec Dep Return	19001171 63040	Security Deposit Refund	\$100.00
						Sub-Total	\$600.00

Hoover	3422	KRISTEN ELLIS	21-00148	Kingfisher Sec Dep Return	19001171 63040	Security Deposit Refund	\$100.00
						Sub-Total	\$300.00
	2047	COMED	19380210810115 2022	ComEd Hoover Residence	19001171 63100	Electric	\$161.98
						Sub-Total	\$161.98
					Hoover	Total	\$1,061.98
Pickerill - Pigott	2047	COMED	55142280110115 22	ComEd Pickerill House	19001184 63100	Electric	\$622.30
	2047	COMED	55142290270115 22	ComEd Pickerill	19001184 63100	Electric	\$14.39
						Sub-Total	\$636.69
					Pickerill - Pigott	Total	\$636.69
						Grand Total	\$35,561.51



ELECTRIC SERVICE AGREEMENT – EXHIBIT A

INVOICE & CONTACT INFORMATION			
DYNEGY ENERGY SERVICES, LLC ("Supplier")		KENDALL COUNTY FOREST PRESERVE ("Customer")	
Attn:	Customer Care	Attn:	Dave Guritz
Address:	1500 Eastport Plaza Dr Collinsville IL 62234	Address:	110 W Madison St Yorkville, IL 60560
Telephone:	844-441-0716 Option-3	Telephone:	630-553-4131
E-Mail:	ContractLegal12@vistraenergy.com	Email:	dguritz@co.kendall.il.us
DUNS #:	078744061	DUNS #:	
Federal Tax ID #:	90-0924805	Federal Tax ID #:	
Utility:	ComEd		
Regional Transmission Organization (RTO):	PJM		
Broker/Consultant (if blank, N/A):	PROGRESSIVE ENERGY GROUP		

Eligibility: This Agreement is only applicable to accounts that are less than 400 kW, and if more than one account less than 2,000 kW in aggregate, as defined by the Utility ("Utility") and as designated at the time of execution of this Agreement. Customer must complete and sign Exhibit A and return all pages of this Agreement to Supplier. Supplier reserves the right to not initiate service under this Agreement if, at Supplier's sole discretion, it is determined Customer is ineligible for this offer.

Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.

THE TERMS AND CONDITIONS HEREIN ARE HIGHLY CONFIDENTIAL AND PROPRIETARY AND SHALL NOT BE RELEASED TO ANY PERSON, FIRM OR ENTITY WITHOUT THE EXPRESSED PERMISSION OF SUPPLIER.

Table 1				
Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):
	Q-01591139	February 2022	February 2026	\$0.05959

KENDALL COUNTY FOREST PRESERVE		Customer Notice, if different from above: (Do not use P.O. Box)	
Signature:		ATTN:	
Print Name:		Address:	
Print Title:		E-mail:	
Date:		Phone:	
<input type="checkbox"/> Check here if you are a local government entity as defined by 50 ILCS 505/Local Government Prompt Payment Act.			

By signing above, you certify that 1) you are authorized to enter into this Agreement with Supplier, 2) you have read the Terms & Conditions of this Agreement and Customer will be bound by such Terms & Conditions, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electric services.

Upon execution by Customer and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to ContractLegal12@vistraenergy.com. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT – ACCOUNT INFORMATION

**ACCOUNT INFORMATION FOR
KENDALL COUNTY FOREST PRESERVE AS OF January 11, 2022**

Table 2		
Account #	Bill Group	Service Location
0756081017	3	11285D FOX RD, YORKVILLE, IL 60560
0793673015	3	11285A FOX RD, YORKVILLE, IL 60560
0927007163	20	Pavilion 8225 State Route 71, Kendall Twp, IL 60560
1123166102	18	860 CREEK RD, LITTLE ROCK TWP, IL 60545
1938021081	3	11285 PARK RANGER, YORKVILLE, IL 60560
5514228011	20	6350a Minkler Rd, Oswego Twp, IL 60560
5514229027	20	630b Minkler Rd, Oswego Twp, IL 60560
5514710005	21	10460 RT 71, KENDALL TWP, IL 60560
5514711002	21	10460 RT 71 Kendall TWP, IL 60560
9361548011	12	13986 N MCKANNA RD, SEWARD TWP, IL 60447
9361578000	12	NS RT 52 4E McKanna Rd, Seward Twp, IL 60560

ELECTRIC SERVICE AGREEMENT – TERMS AND CONDITIONS

This Electric Service Agreement Terms & Conditions and associated Exhibit A (collectively, the "Agreement"), by and between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by Customer, applies to, and represents the entirety of, Supplier's and Customer's understandings and agreements regarding Customer's full requirements for electricity to the Account(s) set forth in Table 2 ("Retail Power"). Supplier and Customer may be referred to herein individually as a "Party" and collectively as the "Parties". To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. Power Price

Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Exhibit A includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the applicable state-mandated Renewable Portfolio Standards ("RPS") requirements, if applicable, plus scheduling and load forecasting associated with the delivery of Customer's Retail Power. Such RPS Charge imposed on alternative retail energy suppliers ("ARES") are due to expire as of June 1, 2019 pursuant to the Future Energy Jobs Bill (SB 2814), as amended. As of June 1, 2019, DYNEGY ENERGY SERVICES, LLC will no longer charge RPS Charge. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

2. Term

Retail Power delivery will begin for each Account, contingent upon confirmation of successfully enrolled Direct Access Service Request from the host Utility, on the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends on the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Annual Renewal.

3. Annual Renewal

This Agreement shall automatically continue on an annual basis ("Renewal Term") at the rates determined by Supplier if, at the end of the Delivery Term, Supplier and Customer have not entered into any written extension, modification, amendment, or renewal of this Agreement (as such is defined in Section 2 above). If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may in its sole discretion place Customer on Renewal

Term service or Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. Billing and Payment

Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make payments to Supplier within twenty-one (21) days from the invoice date. Late payment charges may be assessed at the rate of 1.5% per month of the outstanding invoice amount if not received by the due date. If specified above that Customer is a local government entity as defined by its local government Prompt Payment Requirements Act as indicated on Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. Financial Responsibility

If requested, Customer shall provide a payment history record from the Utility to determine Customer's creditworthiness. If Customer's credit becomes unsatisfactory including, but not limited to, a consistent pattern of late payments as determined by Supplier in a commercially reasonable manner during the Term of this Agreement, Supplier may terminate this Agreement by 15 calendar days' notice of cancellation. Customer remains obligated to pay for all Retail Power delivered within ten (10) calendar days following the termination date.

6. Termination

Upon termination of this Agreement by any party for any reason, Customer will return to its Utility for electricity and will remain responsible for all charges for electricity through the date of termination. The effective date of any termination by Customer or Supplier will be the next available meter read date after expiration of any required notice period and processing by Utility and/or Supplier. If the Term or Renewal Term has not been fulfilled by Customer, Customer can be subjected to an Early Termination Fee, by account, calculated by the Power Price times estimated remaining kilowatt-hours (kWh), or the maximum amount allowed by law.

7. Limitation of Liability

UTILITY CONTINUES TO PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE, SUPPLIER WILL NOT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, EXPENSE, LIABILITY OR DAMAGE

RESULTING FROM FAILURE BY UTILITY OR TRANSMISSION PROVIDER. SUPPLIER IS ALSO NOT LIABLE FOR ANY INJURY, LOSS OR DAMAGE RESULTING FROM INTERRUPTION, INSUFFICIENCY OR IRREGULARITIES OF SERVICE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY DAMAGES OF A SIMILAR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

8. Force Majeure

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

9. Change in Law or Regulatory Event

In the event that any change in or enactment of any laws, regulations, administrative ruling, judicial decisions, interpretation, entries, findings, orders, tariffs, or operating procedures under this Agreement by any federal or state government, federal or state agency, regulatory body such as the Federal Energy Regulatory Commission (FERC), Regional Transmission Operator (RTO), UTILITY, or any similar entity relating to the generation, capacity, reliability, transmission, marketing, or sale of electricity or renewable energy resources ("Regulatory Event") results in new or increased costs or tariffs to the Supplier, as determined in its reasonable discretion, Supplier may implement the change in pricing necessary to accommodate the impact of the change, which shall be effective on the invoice for the date that coincides with the next Monthly Billing Cycle. In such event, Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

10. Assignment

This Agreement shall be binding on each Party's successors and permitted assigns. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of Supplier. Supplier may assign, subcontract or delegate all or any part of Supplier's rights and/or obligations under this Agreement without consent from Customer.

11. Environmental Disclosure

This Agreement incorporates the information provided to Customer or made available to Customer at Supplier's website (www.Dynegy.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

12. Dispute Resolution

In the event of a dispute concerning the observance or performance of any of the terms or conditions herein, and the Parties are not otherwise able to resolve such dispute within thirty (30) days after notice, the Parties agree the dispute shall be resolved by arbitration in accordance with the rules and regulations established by the American Arbitration Association ("AAA"). Any decision rendered by the AAA shall be final and binding, and judgment may be entered by any court of competent jurisdiction.

13. Miscellaneous

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the state. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. Customer Service

For questions about this Agreement, electric supply charges, or a change in Customer name, please contact our Customer Care Department by calling toll-free or by e-mail at the information found on Exhibit A. **IN THE EVENT OF AN EMERGENCY, POWER OUTAGE, OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR UTILITY.**

15. Customer Information

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect during the entire Term unless Customer rescinds such authorization in writing. Supplier is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for Supplier's own collections and credit reporting, participation in programs funded by the universal service fund or assigning a customer contract to another commercial retail electric service provider.

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Executive Director

RE: Grounds Maintenance Worker Positions Cover Report

Date: January 14, 2022

Attachment: Grounds Maintenance Division FY22 Total Compensation Report

District staff presented recommendations before the Operations Committee and Committee of the Whole in January as follows:

1. Approve a modified Grounds Maintenance Worker – Forest Preserve Opener/Closer position description
2. Approve a new hiring salary range of \$13 - \$17 per hour depending on qualifications for all Grounds Maintenance part time positions in order to support employee recruitment.
3. Approve equity adjustment salary increases for all remaining Grounds Maintenance Workers

The proposed salary increases, and changes in hourly starting salaries for new hires will be managed to remain budget neutral. As a result, District staff anticipates total part time hours extended for grounds maintenance support will be reduced from 17,623 to 16,565 total hours for FY22.

Recommendations:

Approve the new Opener/Closer position description, new hiring salary range, and recommended salary increases as presented.

**KENDALL COUNTY FOREST PRESERVE DISTRICT
JOB DESCRIPTION**

CLASS TITLE: Grounds Maintenance – Forest Preserve Opener / Closer

WAGE CATEGORY: FLSA Non-Exempt

REPORTS TO: Grounds and Natural Resources Division Supervisor

EFFECTIVE DATE: January 18, 2022

SUMMARY:

This position provides support for the maintenance of grounds and natural resources at various forest preserves for the Kendall County Forest Preserve District (“the District”).

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Performs opening and/or closing procedures of all District preserves with varying hours based on sunset time.
- Assists with gate opening and closing and maintenance activities at various forest preserves.
- Gathers, loads and hauls refuse and vegetation from District grounds and user areas.
- Clears snow and ice from walkways and around restroom areas.
- Performs cleaning and disinfecting of picnic shelters, restrooms, and other assigned facilities.
- Maintains a safe and clean work environment at all times and enforces all safety rules and grounds and natural resources policies.
- Communicates District rules and regulations to the public.
- Must be available to perform duties during evenings and weekends as scheduled, including overtime schedule extensions.
- Participates in emergency preparedness and response activities as assigned.
- Performs other duties as directed by supervisor, the Director and/or Director’s designee.
- Communicates with students, the public and Forest Preserve District staff and volunteers in a professional manner to carry out assigned job duties and to achieve a positive, professional and safe work environment.
- Performs other duties as assigned.

SUPERVISORY RESPONSIBILITIES:

- No supervisory responsibilities.

QUALIFICATIONS:

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

A. EDUCATION and/or EXPERIENCE:

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

B. LANGUAGE SKILLS:

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

C. MATHEMATICAL SKILLS:

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

D. REASONING ABILITY:

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

E. CERTIFICATES, LICENSES, REGISTRATIONS:

- A valid Illinois Drivers License and any other licenses/certifications necessary to operate District vehicles and equipment.
- All other training, certificates and registrations required for the specific duties performed.

PHYSICAL DEMANDS:

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

WORK ENVIRONMENT:

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

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

Kendall County Forest Preserve District



Emp.#	Last Name	First Name	Dept	Hours Budgeted - FY22	Hours (Proposed)	Salary (Current)	Salary Increase (Proposed)	Total Salary (Proposed)	Total Salary (Current)	IMRF 6.97%	FICA 7.65%	Medical Insurance	Dental Insurance	Life Insurance	
---	VACANT - ARPA POSITION		EL-S	480	440	\$12.00	\$1.00	\$ 5,720.00	\$5,760.00		\$440.64				
270261	White	Antoinette	ADMIN-GM	1950	1950	\$42,780.00		\$ 42,780.00	\$42,780.00	\$2,981.77	\$3,272.67	\$11,001.95	\$465.71	\$21.00	
270219	Luedtch	Austin	GM	1950	1950	\$34,558.00	PH2	\$ 34,558.00	\$34,558.00	\$2,408.55	\$2,643.53	\$11,001.95	\$465.71	\$21.00	
270233	Anderson	Jared	GM	1950	1950	\$33,904.00	PH2	\$ 33,904.00	\$33,904.00	\$2,363.11	\$2,593.68	\$11,001.95	\$465.71	\$21.00	
270222	Johnson	Craig	GM	580	480	\$15.00	\$0.50	\$ 7,440.00	\$8,700.00		\$685.55				
---	Campbell	Quinn	GM	250	250	\$12.00	\$1.00	\$ 3,250.00							
---	VACANT - CLOSER			650	650	\$12.00	\$3.00	\$ 9,750.00							
---	VACANT - ARPA POSITION		GM-S	480	440	\$12.00	\$1.00	\$ 5,720.00	\$5,760.00		\$440.64				
---	VACANT		GM	672		\$12.00			\$8,064.00		\$616.90				
270218	Teckenbrock	Jay	GM-H	1950	1950	\$57,067.90		\$ 57,067.90	\$57,067.90	\$3,977.63	\$4,365.69	\$11,001.95	\$465.71	\$21.00	
270271	Neill	Doug	GM-H	1950	1950	\$33,510.88	PH2	\$ 33,510.88	\$33,510.88	\$2,336.71	\$2,563.58	\$11,001.95	\$465.71	\$21.00	
270282	Beenup	Brandon	GM-ARPA	1950	1950	\$32,000.00	PH2	\$ 32,000.00	\$32,000.00	\$2,272.22	\$2,493.90	\$11,001.95	\$465.71	\$21.00	
---	VACANT - ARPA POSITION		GM-H-S	480	440	\$12.00	\$1.00	\$ 5,720.00	\$5,760.00		\$440.64				
270238	Koehler	Frank	GM-H	1225	1125	\$12.80	\$0.70	\$ 15,187.50	\$15,680.00	\$1,092.90	\$1,199.52				
---	VACANT		GM-H	300				\$3,600.00			\$275.40				
270285	VACANT		GM-H	1456	1040	\$12.00	\$1.00	\$ 13,520.00	\$17,472.00	\$1,217.80	\$1,398.61				
								FY22 Totals	\$300,728.28	\$305,214.78	\$18,648.68	\$23,348.93	\$66,011.70	\$2,784.28	\$128.00

Recommendations

- 1.) Motion to forward the revised part time Grounds Maintenance Closer position description to Commission for approval.
- 2.) Motion to forward the salary increases of Frank Koehler from \$12.80 an hour to \$13.50 an hour; Craig Johnson from \$15.00 an hour to \$15.50 an hour; and Quinn Campbell from \$12.00 an hour to \$13.00 an hour to Commission for approval.
- 3.) Post vacant Ground Maintenance positions at a salary range of \$13.00 an hour to \$17.00 an hour, while remaining budget neutral.