

frmPrtClaim

Kendall County

COMBINED Claims Listing

07/05/19

9:52:40 AM

Page 008

Vendor# Name

Invoice #

Description

Date

Budget #

Account Description

Dist Amount

FOREST PRESERVE EXPENDITURE

152 060304	FIRST NATIONAL BANK OMAHA	7/2/19:DG	SHELF, WATER, SUPPLIE	07/16/19	27020006200	OFFICE SUPPLIES & POSTAGE	732.99	** bantrim
153 060304	FIRST NATIONAL BANK OMAHA	7/2/19:ED	OFFICE SUPPLIES: POS	07/16/19	27020006200	OFFICE SUPPLIES & POSTAGE	13.99	** bantrim
							746.98*	
154 030831	CHICAGO WILDERNESS	300001272	GEN. MEMBER DUES	07/16/19	27020006203	DUES/MEMBERSHIPS	300.00	bantrim
							300.00*	



Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
171	101300	JUN 2019	EL - VET CARE	07/16/19	27021127084	VET & FERRIER - ELLIS B-D	60.00 60.00*
	<b>ELLIS BIRTHDAY PARTIES</b>				<b>Total ELLIS RIDING LESSONS</b>		<b>990.90*</b>
	<b>ELLIS PUBLIC PROGRAMS</b>				<b>Total ELLIS BIRTHDAY PARTIES</b>		<b>60.00*</b>
172	269063	6/24/19:ELLIS	PROGRAM REFUND	07/16/19	27021137088	SECURITY DEPOSIT REFUNDS	14.00 14.00*
	<b>SUNRISE CENTER</b>				<b>Total ELLIS PUBLIC PROGRAMS</b>		<b>14.00*</b>
173	060304	7/2/19:MV	SUNRISE-ANIMAL SUPPL	07/16/19	27021147082	ANIMAL CARE/SUPPLIES - SU	56.28 56.28*
	<b>ELLIS WEDDINGS</b>				<b>Total SUNRISE CENTER</b>		<b>56.28*</b>
174	060304	7/2/19:DG	EL-REFUSE P/U	07/16/19	27021207078	REFUSE PICKUP - ELLIS	23.40 23.40*
175	269062	5/8/2020	EL SEC DEP RTN	07/16/19	27021207088	ELLIS SECURITY DEPOSIT RE	1,000.00 1,000.00*
	<b>HOOVER</b>				<b>Total ELLIS WEDDINGS</b>		<b>1,023.40*</b>
176	091273		NPDES FEE-ANNUAL	07/16/19	27022006862	HOOVER - OTHER UTILITIES	500.00 500.00*
177	101297	7/17/19	HOOVER-SHOP SUPPLIES	07/16/19	27022006863	HOOVER - SHOP SUPPLIES	19.47
178	130506	52752	HOOVER SHOP SUPPLIES	07/16/19	27022006863	HOOVER - SHOP SUPPLIES	63.56
179	130506	52858	HOOVER SHOP SUPPLIES	07/16/19	27022006863	HOOVER - SHOP SUPPLIES	33.19
180	130506	53703	HOOVER-COMPRESSOR, T	07/16/19	27022006863	HOOVER - SHOP SUPPLIES	292.67
181	211430	367524-1	HOOVER SHOP SUPPLIES	07/16/19	27022006863	HOOVER - SHOP SUPPLIES	143.74 552.63*
182	130506	52752	HOOVER-STAIN	07/16/19	27022006864	HOOVER - BUILDING MAINTEN	166.00
183	130506	53245	HOOVER-TOILET SET	07/16/19	27022006864	HOOVER - BUILDING MAINTEN	23.99
184	130506	53703	HOOVER BLD SUPPLIES	07/16/19	27022006864	HOOVER - BUILDING MAINTEN	30.31 220.30*
185	101297	7/17/19	HOOVER-PAINT, FEED	07/16/19	27022006865	HOOVER - GROUNDS MAINTENA	172.89 172.89*





Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
211 060304	FIRST NATIONAL BANK OMAHA	7/2/19:DG	VOLUNTEER PICNIC	07/16/19	27024006835	NATURAL AREA VOLUNTEER SU	93.15 93.15*
<b>NATURAL AREA VOLUNTEER</b>							<b>48.41*</b>
<b>Total NATURAL AREA VOLUNTEER</b>							<b>93.15*</b>

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
212 220626	VERIZON (FOREST PRESERVE)	9832412222	CELL PHONES	07/16/19	27025006207	TELEPHONE - GROUNDS & NAT	1,163.32 1,163.32*
213 012290	AUTOMOTIVE SPECIALTIES INC	23595	FORD F-150-OIL, FILT	07/16/19	27025006216	EQUIP - GROUNDS & NATURAL	63.48
214 101297	JOHN DEERE FINANCIAL	7/17/19	WASHER,WEED WACKER	07/16/19	27025006216	EQUIP - GROUNDS & NATURAL	1,518.93
215 200518	THE TURF TEAM	139667	EL-TRACTOR REPAIRS	07/16/19	27025006216	EQUIP - GROUNDS & NATURAL	570.96
216 251510	YORKVILLE NAPA AUTO PARTS	229069,386,967	HOOVER-ENGINE DEGREAS	07/16/19	27025006216	EQUIP - GROUNDS & NATURAL	12.74 2,166.11*
217 110531	KENDALL CO HIGHWAY DEPT	JUNE 2019	GAS/DIESEL: JUNE 201	07/16/19	27025006217	FUEL - GAS & OIL	704.55 704.55*
218 150529	OFFWORLD DESIGNS	190061032	STAFF UNIFORMS	07/16/19	27025006240	UNIFORMS	30.00 30.00*
219 030540	CENTRAL LIMESTONE CO INC	17441	PRESERVE IMPROVEMENT	07/16/19	27025006837	PRESERVE IMPROV - GR & NA	26.03 26.03*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
220 060304	FIRST NATIONAL BANK OMAHA	7/2/19:DG	HOOVER-REFUSE P/U	07/16/19	27025006847	REFUSE PICKUP - GROUNDS &	103.08
221 060304	FIRST NATIONAL BANK OMAHA	7/2/19:DG	HARRIS-REFUSE P/U	07/16/19	27025006847	REFUSE PICKUP - GROUNDS &	30.40
222 190563	SERVICE SANITATION, INC	6/28/19	PORTABLE RESTROOMS	07/16/19	27025006847	REFUSE PICKUP - GROUNDS &	367.00 500.48*
223 101297	JOHN DEERE FINANCIAL	7/17/19	HARRIS-SHOP SUPPLIES	07/16/19	27025007089	SUPPLIES - SHOP	74.38
224 211430	UNIQUE PRODUCTS & SERVICE	367524-1	HARRIS SHOP SUPPLIES	07/16/19	27025007089	SUPPLIES - SHOP	143.74
225 251510	YORKVILLE NAPA AUTO PARTS	229069,386,967	HOOVER-OILS, WINDSHI	07/16/19	27025007089	SUPPLIES - SHOP	45.27 263.39*
<b>Total GROUNDS &amp; NATURAL RESOURCES</b>							<b>4,853.88*</b>

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
226 031510	COMMONWEALTH EDISON	6/25/19:PICKERI	PICKERILL	07/16/19	27026006351	ELECTRIC - PICKERILL PIGO	29.28 29.28*
<b>Total Pickerill-Pigott Forest Preserve</b>							<b>29.28*</b>

Vendor#      Name      Invoice #      Description      Date      Budget #      Account Description      Dist Amount

**FP BOND PROCEEDS 2007**

282 211810      UPLAND DESIGN LTD      19-737-01      PICKERELL-DEVELOPMEN      07/16/19      95020006858      PRESERVE IMPROVEMENTS / M      10,005.00      bantrim  
 10,005.00\*

**Total FP BOND PROCEEDS 2007      10,005.00\***

**GRAND TOTAL**

**\$22,208.50**

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

**JUNE 27, 2019**

**I. Call to Order**

Committee Chair Kellogg called the Finance Committee meeting to order at 6:08 pm in the Kendall County Board Room.

**II. Roll Call**

Commissioners Gilmour, Gryder, Kellogg, and Vickers all were present.

Commissioner Cesich entered the meeting at 6:11 pm.

**III. Approval of Agenda**

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

**IV. Public Comments**

There were no public comments offered by citizens in attendance.

**V. Motion to Forward Claims to Commission for an Estimated Amount Not-to-Exceed \$31,232.95**

The Finance Committee reviewed the claims list.

Commissioner Vickers made a motion to forward claims to Commission based on the final claims list presented for an amount not-to-exceed \$29,643.33. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

**VI. Review of Financial Statements and Cost Center Reports through May 30, 2019**

Director Guritz presented an overview of the financial statements and cost center reports through May 30, 2019.

**VII. Pickerill Estate House Public Access Conservation Plan and Construction Cost Estimates – Kluber, Inc.**

Director Guritz presented updates on the Pickerill Estate house public access conservation plan and construction cost estimates by Kluber, Inc.

Commissioner Cesich entered the meeting at 6:11 pm.

**VIII. IDNR Grant Programs (OSLAD, Boat Access Area Development, PARC) – Project Considerations**

Director Guritz presented updates on IDNR grand programs (OSLAD, boat access area development, PARC) and project considerations. The Finance Committee discussed the grant programs, matching requirements, and possible projects.

**IX. 2020 Ellis Wedding Contracts and Program Service Updates and Considerations**

Director Guritz presented a discussion on the 2020 Ellis wedding contacts and program service updates for consideration. The Finance Committee recommended discussions be held on the program with the Committee of the Whole.

**X. SemperFi Land, Inc. Revised Quote for Henneberry Forest Preserve Soil Erosion Control**

Director Guritz presented a revised quote for the Henneberry Forest Preserve soil erosion control project from SemperFi Land, Inc. The total amount of the revised quote was increased to account for payment of prevailing wage.

Commissioner Gryder made a motion to forward the SemperFi Land Inc. revised quote for Henneberry Forest Preserve soil erosion control to Commission for approval. Seconded by Commissioner Gilmour. Aye, all. Opposed, none.

**XI. Hoover Forest Preserve – Progress Report on Sewer Line Lift Station Repairs**

Director Guritz presented a report a progress report on the sewer line lift station repairs for Hoover Forest Preserve. The system is back up and running, including both lift station pumps. Additional repairs are needed to the control unit, and additional sewer service line cleanout to be presented at a future date.

**XII. Asphalt Repair Initial Quote Review for Blackberry Trails, Hoover, and Harris Forest Preserve**

Director Guritz presented an asphalt repair initial quotes for Harris, Hoover and Blackberry Trails Forest Preserves. The Finance Committee provided direction to secure additional quotes, including a quote to install a concrete pad in front of the dumpsters at Harris Forest Preserve.

**XIII. Millbrook Bridge Removal – IDNR-OWR Permit Cost and Construction Bid Documents Updates**

DRAFT FOR COMMISSION APPROVAL: 07/16/2019

Director Guritz presented an updates on IDNR-OWR permit costs and construction bid document development updates for the Millbrook Bridge removal. Bid documents are nearing completion. HLR paid the additional IDNR permit amount within the current contract as the company has not exceeded the Phase II upper limit for compensation within the contract.

#### **XIV. Farm License Agreements – Contracts Status Updates**

Director Guritz presented contracts status updates for farm license agreements.

Commissioner Kellogg adjourned from the meeting room at 6:50 pm.

#### **XV. KCFPD Superintendent Position Restructure – FY19 – FY20 Salary and Benefits Analysis and Recommendations**

Director Guritz presented salary spreadsheet information for the proposed restructure concept plan for the District's Superintendent position. The spreadsheet provided an overview of the draft FY20 salary and benefits for all District positions.

Latreese Caldwell presented additional information on FY20 health insurance benefits, as well as an analysis of FY20 projected changes in the District's revenue and expense cost centers.

#### **XVI. Executive Session**

None.

#### **XVII. Other Items of Business**

There were no other items of business.

#### **XVIII. Public Comments**

No public comments were offered by citizens in attendance.

#### **XIX. Adjournment**

Commissioner Vickers made a motion to adjourn. Seconded by Commissioner Gilmour. Aye, all. Opposed, none. Meeting adjourned at 7:19 pm.

Respectfully submitted,

David Guritz  
Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMISSION MEETING MINUTES**

**JULY 2, 2019**

**I. Call to Order**

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

**II. Pledge of Allegiance**

All present recited the Pledge of Allegiance.

**III. Invocation**

Commissioner Prochaska offered an invocation for the meeting.

**IV. Roll Call**

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

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

**V. Approval of Agenda**

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

**VI. Public Comment**

Bill Davis offered public comment concerning farmland flooding adjacent to Subat Forest Preserve. Mr. Davis suggested that the District's drain tile at Subat Forest Preserve is no longer functioning, and needs to be cleaned out to address flooding on farm parcels east and northeast of the preserve.

**VII. Approval of Claims for an Amount Not-to-Exceed \$29,663.43**

Commissioner Hendrix made a motion to approve claims for an amount not-to-exceed \$29,663.43. Seconded by Commissioner Gryder.

Motion: Commissioner Hendrix  
 Second: Commissioner Gryder  
**Roll call: Claims Not-to-Exceed \$29,663.43**

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

Motion unanimously approved.

**VIII. Approval of Minutes**

- Kendall County Forest Preserve District Committee of the Whole Meeting of June 11, 2019
  - Kendall County Forest Preserve District Commission Meeting of June 18, 2019
- Commissioner Hendrix made a motion to approve the Committee of the Whole meeting minutes of June 11, 2019, and the Commission meeting minutes of June 18, 2019. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

**OLD BUSINESS**

**IX. MOTION: Rescinding the Approval of a Proposal from SemperFi Land, Inc. of Yorkville, Illinois for the Grading and Installation of Three Soil Erosion Check Dams at Henneberry Forest Preserve for an Amount Not-to-Exceed \$7,560.00**

Commissioner Hendrix made a motion to rescind approval of the proposal from SemperFi Land, Inc. of Yorkville, Illinois for the grading and installation of three soil erosion check dams at Henneberry Forest Preserve for an amount not-to-exceed \$7,560.00. Seconded by Commissioner Prochaska.

Motion: Commissioner Hendrix  
 Second: Commissioner Prochaska  
**Roll call: Rescinding Approval of SemperFi Land, Inc. Proposal**

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

Motion unanimously approved.

**X. MOTION: Approval of an Amended Proposal from SemperFi Land, Inc. of Yorkville, Illinois for the Grading and Installation of Three Soil Erosion Check Dams at Hennerberry Forest Preserve for an Amount Not-to-Exceed \$9,050.00**

Commissioner Flowers made a motion to approve the amended proposal from SemperFi Land, Inc. of Yorkville, Illinois for the grading and installation of three soil erosion check dams at Hennerberry Forest Preserve for an amount not-to-exceed \$9,050.00. Seconded by Commissioner Hendrix.

Motion: Commissioner Flowers					
Second: Commissioner Hendrix					
<b>Roll call: SemerFi Land, Inc. Amended Proposal</b>					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	X		Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Gengler
X		Gryder	X		Vickers
Motion unanimously approved.					

**NEW BUSINESS**

**XI. MOTION: Approval to Forward a Draft Position Description for the Executive Director of the Kendall County Forest Preserve District to the State’s Attorney’s Office for Review**

The Board of Commissioners discussed the draft position description for the District’s Executive Director, which included duties and responsibilities previously covered by the District’s full time Superintendent.

Director Guritz stated that the Superintendent position needs to be restructured in order for the District to address FY20 budget shortfalls.

Commissioner Hendrix made a motion to forward the draft position description for the Executive Director of the Kendall County Forest Preserve District to the State’s Attorney’s Office for review. Seconded by Commissioner Flowers.



Motion: Commissioner Hendrix  
 Second: Commissioner Flowers

**Roll call: Executive Director of KCFPD to SAO**

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

Motion carried by a vote of 8:2.

**XII. MOTION: Approval of a Proposal from Upland Design, Ltd. of Plainfield, Illinois for the Development of a Site Plan for Freeman Forest Preserve for an Amount Not-to-Exceed \$1,600.00 plus Reimbursable Expenses for Printing, Presentation Boards, and Mileage**

Commissioner Hendrix made a motion to approve a proposal from Upland Design, Ltd. of Plainfield, Illinois for the development of a site plan for Freeman Forest Preserve for an amount not-to-exceed \$1,600.00 plus reimbursable expenses for printing, presentation boards, and mileage. Seconded by Commissioner Flowers.

Motion: Commissioner Hendrix  
 Second: Commissioner Flowers

**Roll call: Proposal from Upland Design, Ltd.**

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

Motion unanimously approved.

**XIII. MOTION: Approval of a Proposal from Xylem, Inc. of Mokena, Illinois for Repairs to the Hoover Lift Station Controller including the Replacement of One Control Relay (\$26.75), One 2-Channel Isolator Switch (\$712.62), 3-Hours Labor (\$441.00) plus an Estimated Freight Charge (\$75.00) for a Total Amount Not-to-Exceed \$1,255.37**

Commissioner Hendrix made a motion to approve a proposal from Xylem, Inc. of Mokena, Illinois for repairs to the Hoover lift station controller including the replacement of one control relay (\$26.75), one 2-channell isolator switch (\$712.62), 3-hours labor (\$441.00) plus an estimated freight charge (\$75.00) for a total amount not-to-exceed \$1,255.37. Seconded by Commissioner Flowers.

Motion: Commissioner Hendrix  
 Second: Commissioner Flowers

**Roll call: Xylem, Inc. Proposal**

<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
X		Cesich	X		Hendrix
X		Flowers	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Gengler
X		Gryder	X		Vickers

Motion unanimously approved.

**XIV. Executive Session**

Commissioner Hendrix made a motion to enter executive session to under 2(c)1 of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Seconded by Commissioner Cesich.

Roll call: Commissioners Cesich, Flowers, Gilmour, Giles, Hendrix, Kellogg, Prochaska, Gengler, and Vickers, aye. Opposed, Commissioner Gryder. Motion carried by a vote of 9:1.

Executive session called to order at 6:35 pm.

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

Regular meeting reconvened at 7:07 pm.

**XV. Other Items of Business**

Commissioner Cesich opened discussion on the flooding adjacent to Subat Forest Preserve. Director Guritz suggested that the Rob Roy Creek Drainage District could be petitioned to complete an engineering study to address the issue. Director Guritz stated he would work to locate the existing infrastructure within the preserve to determine whether the drainage system is flowing freely or silted in due to documented beaver damming activity downstream, which has contributed to water elevations in Rob Roy Creek. The Board of Commissioners provided direction to approach the Rob Roy Creek Drainage District to discuss the problem.

Director Guritz reminded the Board of Commissioners that the Operations Committee scheduled for the week has been cancelled.

**XVI. Public Comments**

Todd Milliron of Yorkville suggested that Commissioner Gryder may have contacts at the Rob Roy Drainage District to address the issue. Mr. Milliron stated that the proposed project at Freeman

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Forest Preserve looks like a good idea. Mr. Milliron offered that the proposed restructure will allow the District to do more with less.

Bill Davis reported that he had approached the Rob Roy Drainage District, but it did not generate results. Mr. Davis expressed frustration that the District has not done more to address the issue since the problem was first brought to his attention.

## **XVII. Adjournment**

Commissioner Hendrix made a motion to adjourn. Seconded by Commissioner Flowers. Aye, all. Opposed, none. Meeting adjourned at 7:27 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

To: Kendall County Forest Preserve District Board of Commissioners  
From: David Guritz, Executive Director  
RE: Revised Position Description, Proposed Salary Increase and Pickerill Estate House Lease Agreement  
Date: July 16, 2019

The Kendall County State's Attorney's Office has completed review of the draft position description for the Executive Director of the Kendall County Forest Preserve District.

The State's Attorney's Office has also completed review of the draft agreement for the lease of the Pickerill estate house to David Guritz, Executive Director. The initial lease period will be for two years, with the ability to renew the agreement annually for an additional 2-years.

The goal is to open the Pickerill-Pigott Forest Preserve, and possibly the estate house to the public within this 4-year timeframe. The renewal schedule for the lease agreement will provide the opportunity for Commission to re-evaluate renewal of the lease based on the District's needs, and can be terminated at any time with 30-day's notice by either party.

The lease amount for 2019 is \$913.00 based on the KHA Housing Standards, and subject to change based on subsequent schedules.

The position description for the Executive Director of the Kendall County Forest Preserve District has been expanded to include both administrative and supervisory responsibilities of the Superintendent position, which will not be filled due to the budget constraints forecast for FY20.

The proposed salary increase is 12%. The \$10,200.00 annualized salary increase will be fully offset by the monthly rent payments payable to the District.

Recommendations:

1. Consider a motion to approve the revised position description for the Executive Director of the Kendall County Forest Preserve District.
2. Consider a motion to approve a 12% annualized salary increase for David Guritz, Executive Director of the Kendall County Forest Preserve District from \$85,000.00 to \$95,200.00 effective July 20, 2019.
3. Consider a motion to approve a two-year lease agreement for use of the Pickerill estate house between the Kendall County Forest Preserve District and David Guritz, Executive Director, for an initial monthly rent payment of \$913.00, subject to change in accordance with the Kendall Housing Authority Payment Standards thereafter, including payment of a \$1,000.00 security deposit.

The Commission meeting agenda for July 16, 2019 also includes approval of an updated organizational chart for the District based on the budget limitations and organizational restructure needs of the District, with several currently vacant position proposed for elimination including the Superintendent (FT), Rental Venues Coordinator (PT), Environmental Education Coordinator (PT), and Resident-Grounds Maintenance – Pickerill Pigott Forest Preserve (PT).

Recommendation:

- Consider a motion to approve the revised Organizational Chart for the District as presented.

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
JOB DESCRIPTION**

**CLASS TITLE:** Executive Director

**WAGE CATEGORY:** FLSA Exempt

**REPORTS TO:** Kendall County Forest Preserve District Board of Commissioners

**EFFECTIVE DATE:** July XX, 2019

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**SUMMARY:**

This position is primarily responsible for the administration, management, and supervision of the Kendall County Forest Preserve District ("District"). This position serves as the primary administrator for the Kendall County Forest Preserve District's Board of Commissioners ("Commission"). In this position, the employee shall have access to confidential information regarding personnel matters, financial information, and other sensitive information related to management and internal operations of Kendall County Forest Preserve District.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

The duties for this position shall include, but not be limited to, the following:

- Directs, oversees, and manages all aspects of District planning and operations, which management duties include, but are not limited to the following:
  - Interviewing, selecting, hiring, and training of District staff;
  - Preparing and maintaining confidential personnel records;
  - Handling employee and public complaints and grievances;
  - Maintaining production and operations records for use in supervision and control of the District's repair, maintenance, and custodial services;
  - Provides for the safety and security of the employees, volunteers, visitors, and District property;
  - Supervising and administering permitting under the District's General Use Ordinance, and Commission-approved licensing contracts, including, but not limited to, special use permits for various forest preserve public use areas and facilities, farm license agreements, and licensing agreements extending rights for use of District preserves, recreational areas, and facilities;
  - Directing and administering the District's grant projects for land acquisition, preserve improvements, natural areas management, and other preserve improvement projects approved by the Commission;
  - Coordinating schedules for use of areas and facilities for internal program reservations;
  - Supervising, coordinating, and directly participating in marketing, sponsorship and fundraising efforts of the District, including management of social media platforms, advertising, website development and eNewsletter publications;
  - Developing or directing the development of maintenance and recordkeeping procedures and ensures that such procedures are carried out on a scheduled basis;
  - Overseeing the preparation and maintenance of inventory, maintenance, and repair records for all of the District's equipment to ensure such records are accurate, complete, and properly preserved pursuant to District policies and procedures;
  - Determining the materials, supplies, machinery, equipment, and tools to be used or purchased in order to properly repair, maintain and improve the District's grounds, buildings, natural areas, and public use areas;
  - Maintaining confidentiality of confidential or proprietary data of the District and other protected information (e.g., DOBs, SSNs, home addresses, etc.);

- Managing and submitting cash and cash receipts collected occasionally from preserve rental clients, program participants, and facilities, including approval of records of deposit and vouchers submitted to the Kendall County Treasurer's Office;
  - Managing relationships with vendors and contractors by performing duties including, but not limited to the following: obtains cost estimates for supplies, parts and equipment repair; develops bid specifications for District projects; orders and purchases supplies for projects; negotiates services and contract terms; and reviews and recommends contracted services and equipment, which recommendations are given particular weight by the Commission;
  - Recruiting, training, and managing volunteers to support a variety of projects, tasks including natural area restoration efforts.
  - Responds to address off-hour emergency issues;
  - Communicating District rules and regulations to the public, staff, and volunteers; and
  - Appointing an Acting Director for the District during short-term absences and vacations.
- Customarily and regularly directs the work of all District employees, consisting of at least two or more full-time employees (or their equivalent), which duties include, but are not limited to the following:
    - Setting and adjusting employees' hours of work;
    - Apportioning the work among grounds maintenance and custodial service employees within the grounds maintenance division;
    - Planning, organizing, and supervising the activities of staff in proper repair and maintenance of mechanical equipment and systems, grounds maintenance, and custodial services for District buildings and preserve areas;
    - Directing, performing, and/or overseeing the District's natural areas management program, including direct participation in prescribed burns, brush removal, seed collecting and other natural area management tasks at District locations and preserves;
    - Supervising, coordinating, and directly participating in preserve improvement projects, including construction and maintenance projects, and natural area restoration projects;
    - Supervising, coordinating, and directly participating in grounds and building improvement projects, including construction and maintenance projects and natural area restoration projects;
    - Overseeing project management for the District's construction contractors, grounds maintenance staff, and custodial services by setting the schedule for projects; monitoring all ongoing projects; creating project metrics and deliverables; and assessing the achievement of said project metrics and deliverables; and
    - Overseeing and supervising grounds maintenance and custodial services at various District locations including, but not limited to the following:
      - Horticultural and maintenance tasks including, but not limited to mowing, edging, aerating, trimming, fertilizing, weed control, seeding, tree and shrub trimming, sod repair, firewood splitting and hauling, snow and ice removal from District roads/walks/trails utilizing manual or powered-equipment methods;
      - Splitting, loading and hauling firewood;
      - Gathering, loading and hauling refuse and vegetation from grounds and user areas;
      - Removing snow and ice from District roads/walks/trails, utilizing both powered equipment and manual methods;
      - Constructing, installing and repairing District facilities and structures, picnic shelters, bridges, fencing, bollards, posts, signage, seasonal equipment, and any other facilities and structures necessary for the District;
      - Completing carpentry, painting and flooring projects, as needed, at District facilities and structures; and
      - Preparing special event facilities for reserved uses by performing duties including, but not limited to, locking/unlocking rental facilities, setting up for events and rental functions, and ensuring the facilities are clean and equipped as needed for all rental functions.



- Acts as administrator for the Commission, performing duties including, but not limited to the following:
  - Preparing all regular, special, and committee meeting agendas and packets in compliance with the State of Illinois Open Meetings Act;
  - Directing the preparation of meeting minutes for all regular, special, committee, and executive session meetings of the District;
  - Maintaining the confidentiality and record-keeping for the District's closed-session and attorney-client privileged communications in compliance with the State of Illinois Open Meetings Act;
  - Preparing the District's operating levy and annual budget for all District funds in compliance with the District's fund balance policy;
  - Administering the District's vouchers and claims list generation for Commission approval;
  - Recommending changes to the District's fees and charges for programs and services, which recommendations are given great weight by the Commission;
  - Securing quotes and/or prepares bid specifications for all District projects in accordance with the Illinois Downstate Forest Preserve District Act;
  - Drafting, implementing, and administering ordinances and policies approved by the Board of Commissioners, including the District's General Use Ordinance;
  - Providing recommendations regarding the setting and adjusting of employees' rates of pay (within pre-approved budget parameters), which recommendations are given particular weight by the Commission;
  - Appraising employees' productivity and efficiency for the purpose of recommending promotions or other changes in status, which recommendations are given particular weight by the Commission;
  - Providing recommendations regarding the hiring, firing and discipline of staff, which recommendations are given significant weight by the Commission;
  - Preparing land acquisition assessments and recommendations, which recommendations are given significant weight by the Commission, and coordinates the development of land acquisition projects with the Kendall County State's Attorney's Office;
  - Preparing organizational and preserve planning documents including the District's Master Plan, and site plans and master plans for District preserves for approval by the Board of Commissioners;
  - Preparing monthly reports on District projects for presentation to the Commission; and
  - Acts as the District's primary liaison to the not-for-profit Forest Foundation of Kendall County.
- Complies with all applicable federal and state laws, regulations and District policies and procedures regarding or relating to assigned job duties;
- Represents the District within local, regional and national partnership initiatives, at speaking engagements, and other land-management, outdoor recreation, and public educational programs and events.
- Safely and effectively operates District vehicles, tools and equipment including, but not limited to hand-operated mechanical and power tools (drills, saws, chainsaws, and brush cutters) and grounds maintenance equipment (rototiller, power washers, and other mechanical tools).
- Participates in emergency preparedness and response activities, as needed.
- Maintains regular attendance and punctuality.
- Performs any other duties as required or assigned.

**SUPERVISORY RESPONSIBILITIES:**

- This position directly supervises the District's Administrative Assistant, Hoover Forest Preserve Grounds Supervisor and Resident, Environmental Education Program Manager, Ellis House and Equestrian Center Manager, Natural Resources Project Manager, Grounds Maintenance full time and part-time employees, and seasonal positions as necessary.

**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) is required.

- A Bachelor's degree in environmental sciences or natural resources management is required.
- A Master's degree in environmental sciences or natural resources management is preferred.
- A required minimum of four (4) years' experience in a natural resources-based agency administrative role, with a minimum of (4) years' experience within a supervisory role, or equivalent combination of training and experience.
- Requires knowledge of State and federal laws pertaining to employment practices, worker and public safety, labor law, property law, the American with Disabilities Act, Open Meetings Act, and Illinois Downstate Forest Preserve Act.
- Requires knowledge of natural areas management, tools, equipment, and project approaches.
- Requires completion of all assigned equipment and natural areas management training.
- Knowledge of Microsoft Office programs including, but not limited to, Excel, Word, Publisher, and PowerPoint.
- 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, material safety data sheets, equipment operating instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public, employees, volunteers, Commissioners of the District, and County employees and officials.
- Proficiency in the English language, spelling and grammar.

**C. MATHEMATICAL SKILLS:**

- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to measure volumes.
- Ability to compute costs and to make change.

**D. REASONING ABILITY:**

- Ability to employ safe work practices and use sound judgment.
- 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 Driver's License and any other licenses/certifications necessary to operate District tools and equipment.
- A valid Illinois Pesticide Operator's License or, in the alternative, obtain a valid Illinois Pesticide Operator's License within the first 12-months of employment.
- A prescribed fire burn training certificate and S190 course completion or, in the alternative, successfully complete S190 coursework within the first ninety (90) days of employment, or an equivalent combination of training and experience.
- All other training, certificates, permits and/or registrations required for specific tasks and duties performed.

**PHYSICAL DEMANDS:**

- Employee must frequently sit, stand, bend, reach, and carry.
- Employee must be able to successfully operate all District tools and equipment required to perform assigned job duties.
- Employee must frequently be able to walk and possibly run on uneven ground and rough terrain for extended periods of time.
- Employee must frequently lift and/or move up to 50 pounds, and occasionally up to 75 pounds.
- Employee must be able to use hands and fingers to handle, feel, and operate equipment.



- 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 quiet within the office environment, and occasionally loud due to equipment operational noise and special event functions.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee will be required to work in both indoor and outdoor work areas and may be subjected to all weather elements, including extreme weather conditions.
- Employee will be required to have frequent contact with animals, nature, volunteers, and other members of the general public.
- Employee may be exposed to various chemicals such as pesticides and fertilizers while performing assigned job duties.
- Employee will be required to operate a motor vehicle, and other restoration work vehicles and equipment to perform assigned job duties.
- Employee will be required to operate a motor vehicle 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  
Pickerill-Pigott Forest Preserve Resident-Executive  
Director House Lease Agreement**

**THIS AGREEMENT** ("Lease Agreement") is made and entered into this 16th day of July, 2019, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, and David Guritz (referred to as "Tenant"), an individual currently residing at 3126 Solitude Lane, Aurora, Illinois 60502 regarding the Pickerill estate house, the surrounding yard, attached garage, and the storage shed, located at Pickerill-Pigott Forest Preserve 6350 A Minkler Road, Yorkville, Illinois, 60560 (hereinafter referred to as the "Residence"). 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 Tenant's possession and use of certain portion of the Residence during the Tenant's employment as Executive Director by the District. *Nothing in this Lease Agreement is intended to and/or does create a contract of employment, express or implied. Tenant's employment with the District is "at-will", which means 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 certain portions of the Residence to Tenant upon the terms and conditions contained herein. Tenant desires to lease certain portions of the Residence from District on the terms and conditions contained herein. The District has agreed to lease the following portions of the Residence to the Tenant: (1) the Live-in Maid's Room (bedroom), (2) the adjoining Utility Room and Washroom, (3) the Kitchen Area, and (4) the Garage Stall and Basement Storage, (collectively, "Leased Space"). A floor plan of the Residence, identifying the Leased Space, is attached as Exhibit A. The District will maintain the remainder of the Residence for District use and Tenant shall not use any of that space for personal use other than ingress and egress to the Leased Space.

2.2 Personal Property. The District and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixture items, purchased by either the Tenant 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 Tenant shall be removed from the Premise at the termination of this Lease Agreement, unless otherwise agreed to in writing by the parties. Tenant 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 Tenant.

**3. TERM.**

3.1 Term. The term of this Lease Agreement commences on the date of both parties' execution of this Lease Agreement and shall terminate immediately upon (a) the Tenant's separation of employment from the District; (b) the Tenant's reassignment to a different

position at the District; or (c) two (2) years after the date of both parties' execution of this Lease Agreement, whichever occurs first.

3.2 Additional Terms. The parties may agree to extend the Lease Agreement for two, additional 1-year terms. Any extension agreement must be in writing, and signed by both parties.

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

3.4 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 Leased Space shall be set based on the Kendall Housing Authority KHA Payment Standards ("KHA Standards") for a one-bedroom apartment in the 60560 zip code. The 2019 KHA Standards set the rent for a one-bedroom apartment in the 60560 zip code at nine-hundred and thirteen dollars (\$913.00) per month. Therefore, the rent for the Leased Space shall be \$913.00 per month until December 31, 2019. Effective January 1, 2020, the rent shall be modified in accordance with the 2020 KHA Standards. The rent amount includes the cost of Utilities as discussed in section 12 of this Lease Agreement. The first month's rent will be prorated and paid immediately following approval of the Lease Agreement. The prorated amount for the remainder of the month of July 2019 shall be \$441.78. Thereafter, Tenant shall issue a check for the full rent amount payable to the District on the 15th of each month of the lease. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

4.2 Delinquent Rent. Rent is due no later than the 15th 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 Tenant's 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 Tenant 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 shall pay the District the sum of one-thousand dollars and no cents (\$1,000.00) as security for any damage caused to the Residence during the term hereof. This security deposit must be submitted to the District with the July 2019 rent payment

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 Tenant's 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 Tenant 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 Tenant;
- (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 Tenant;
- (12) Any fee due for early removal of an authorized keybox; or
- (13) Other amounts Tenant are responsible to pay under this Lease Agreement.

B. If deductions exceed the security deposit, Tenant 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 AND LEASED SPACE.**

The Leased Space shall be used and occupied solely by Tenant and Tenant's immediate family. It shall be used exclusively as a private, single-family dwelling, and no part of the Leased Space or Residence shall be used at any time during the term of this Lease Agreement by Tenant 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. Tenant shall not allow any other person, other than Tenant' immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Leased Space or Residence without first obtaining District's written consent to such use or occupation. Tenant 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. Tenant understands and agrees that all residents and visitors of the Residence shall comply with the District's General Use Ordinance while on District property.

**7. CONDITION OF LEASED SPACE.**

7.1 Original Condition. Tenant stipulate, represent, and warrant that Tenant have examined the Leased Space, and all portion of the Residence used for ingress and egress, 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, Tenant shall surrender the Leased Space, and all portion of the Residence used for ingress and egress, to District in good and broom-clean condition, excepting ordinary wear and tear. Tenant shall remove all of their personal property and any improvements installed by Tenant and required to be removed by the District. Tenant shall return all keys and property belonging to the District.

## **8. DEFAULTS & REMEDIES.**

8.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to perform any obligation to be performed by Tenant 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 Tenant 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 Tenant abandon or vacate the Leased Space or ceases to use the Leased Space for the stated purpose as set forth in this Lease Agreement.

8.2 Remedies in Default. In the event of a default by Tenant, 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 Tenant or any other person. In the event of a default, the District may also immediately terminate this Lease Agreement and Tenant's right to possession of the Leased Space and recover possession of the Leased Space and remove all persons therefrom.

## **9. ASSIGNMENT AND SUB-LETTING.**

Tenant shall not assign this Lease Agreement, or sub-let or grant any license to use the Leased Space 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.**

Tenant shall make no structural repairs, alterations, or improvements of the Leased Space or construct any building or make any other improvements of the Leased Space without the prior written consent of District. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Leased Space by Tenant shall, unless otherwise provided for by written agreement between District and Tenant, be at the Tenant's sole expense and shall become the sole property of the District and remain on the Leased Space 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 Tenant.

## **11. HAZARDOUS MATERIALS.**

Tenant 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: electricity (“Utilities”). Tenant are responsible for all other desired services.

12.2 Failure, Stoppage, or Interruptions. District shall not be liable for, and Tenant 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 Tenant, nor shall it relieve Tenant 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. Tenant agree that he shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Leased Space, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant’ 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 Leased Space.

**13. MAINTENANCE, REPAIR, AND RULES.**

13.1 Maintenance Obligations. Tenant will, at their sole expense, keep and maintain the Leased Space 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. Tenant 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 Tenant;
- J. Ensure Tenant's family and guests at all times maintain order in the Leased Space 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 Tenant which may be adopted or promulgated by the District's Board of Commissioners.

13.2 Mechanics Liens. Tenant shall keep the Residence free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant 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 LEASED SPACE.**

In the event the Leased Space is destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, 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 Leased Space 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 Leased Space for the following purposes:

- A. Inspect the Property for condition;
- B. Make repairs;

- C. Show the Property to prospective Tenant, inspectors, fire marshals, appraisers, contractors, or insurance agents;
- C. Show the Property as part of long-range planning efforts;
- D. Complete interior and exterior improvements;
- E. Exercise a contractual or statutory lien;
- E. Leave written notice; or
- F. Seize nonexempt property after default.

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

**16. RENTERS' INSURANCE**

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

**17. SUBORDINATION OF LEASE AGREEMENT.**

This Lease Agreement and Tenant's 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. Tenant shall not permit any animal, domesticated or maintained as pets, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily. If Tenant violates the pet restrictions of this Lease Agreement, Tenant will pay to District a fee of \$10.00 per calendar day, per animal for each calendar day Tenant 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 Tenant 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. Tenant agrees 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. Tenant 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.**

Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Leased Space 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 Tenant, the Tenant' family, guests, invitees, agents or employees, to any person entering the Leased Space, to the Leased Space itself, or to goods or equipment at the Leased Space. Tenant 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 and any interest, penalties or taxes as a result of Tenant's failure to properly report and pay any taxes due as a result of this Agreement. 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 Leased Space, Tenant 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.**

Tenant shall not record this Lease Agreement on the Public Records of any public office. In the event that Tenant 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 Tenant.

**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 Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.

**30. MODIFICATION.**

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

**31. NOTICE.**

Any notice required or permitted to be given pursuant to this Lease Agreement shall be duly given if sent by fax, certified mail, or courier service and received. In the case of District, notice shall be given to Judy Gilmour, President 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 Tenant, notice shall be given to David Guritz at the Leased Space.

**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 16th day of July, 2019.**

DISTRICT:

Sign: \_\_\_\_\_  
Judy Gilmour, President

Print: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Matt Kellogg, Secretary

**As to Tenant, this 16th day of July, 2019.**

TENANT:

Sign: \_\_\_\_\_

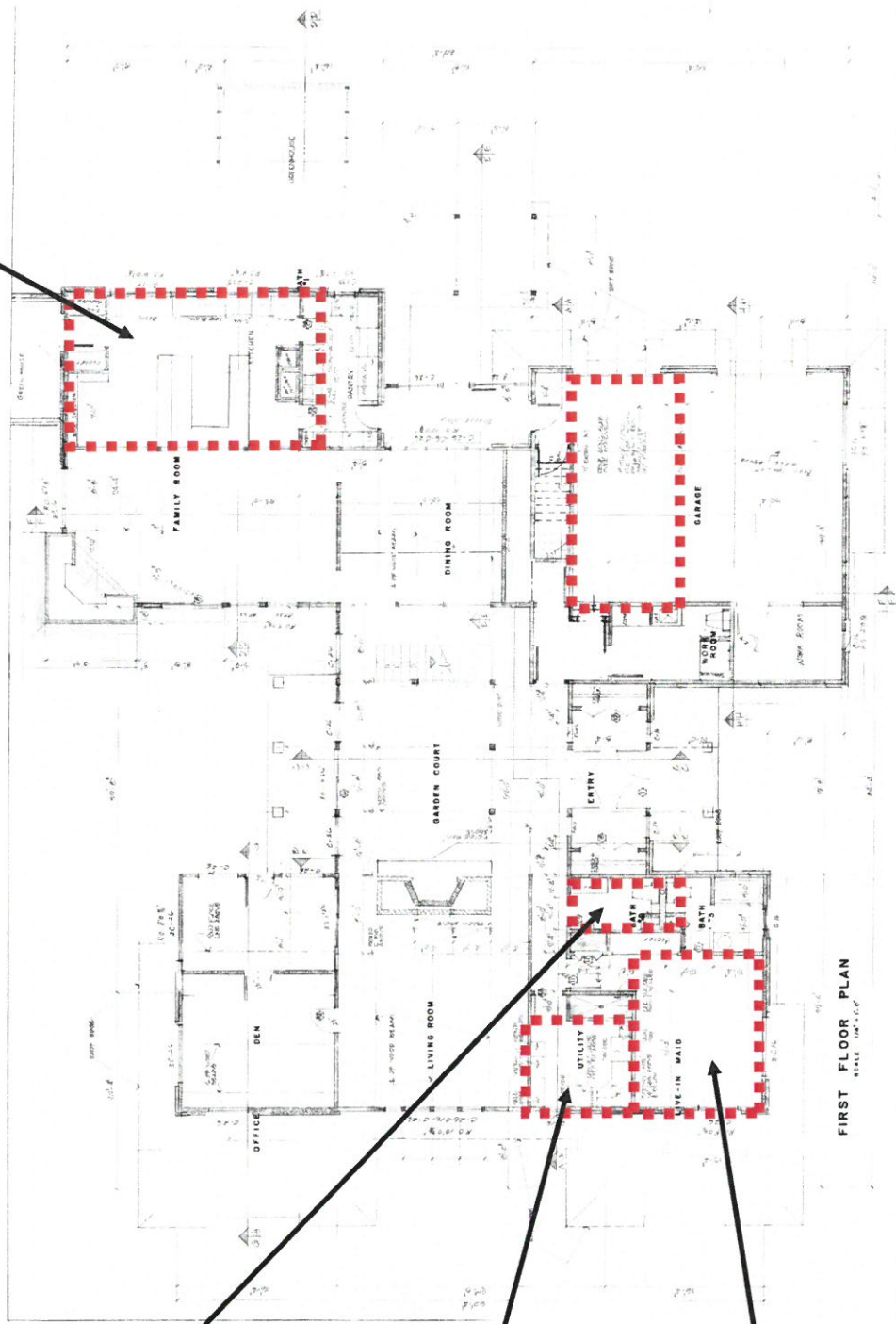
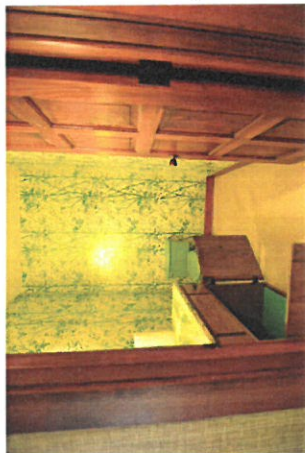
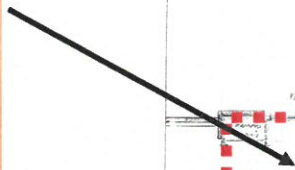
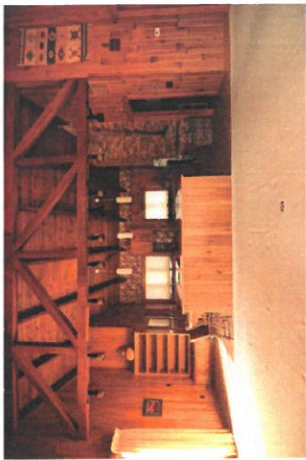
Print: \_\_\_\_\_ Date: \_\_\_\_\_

**Pickerill –Pigott Forest Preserve  
Resident Lease Agreement**

**Exhibit A—Leased Areas of the Pickerill Estate House**

Leased Areas are Limited To:

- Live-In Maid's Room (Bedroom)
- Adjoining Utility Room and Washroom
- Kitchen Area
- Garage Stall and Basement Storage



To: Kendall County Forest Preserve District Board of Commissioners  
From: David Guritz, Executive Director  
RE: Lesson Horse Donation Agreements  
Date: July 16, 2019

During the July 2019 Committee of the Whole meeting, the Board of Commissioners provided direction to begin the trial periods for two potential lesson horse donations.

“Smudge” is a Sunrise Center lesson horse housed at their farm in St. Anne, Illinois under the care of Karen Hemza who is affiliated with the organization, which is also the parent organization of Sunrise Center North.

The first lesson horse donation agreement with Marcella Sparks of Custer Park, Illinois will be the second considered this year. “Oliver,” the first lesson horse donation proposed earlier this year, did not result in acceptance of the donation due to a medical issue observed during the veterinary inspection. “Max” has a similar disposition, and should make a good addition to the program.

Recommendations:

1. Consider a motion to approve the Lesson Horse Donation Agreement for “Smudge” with Karen Hemza of St. Anne, Illinois.
2. Consider a motion to approve the Lesson Horse Donation Agreement for “Max” with Marcella Sparks of Custer Park, Illinois.



**Lesson Horse Donation Agreement**

**Property:** “Smudge” (Paint Horse - Mare)

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

**Donor:** Karen Hemza, Sunrise Center  
4370 E 3500 S Road  
St Anne, IL 60964

**Purchaser:** Kendall County Forest Preserve District  
110 West Madison Street  
Yorkville, Illinois 60560

**Date of Commission Approval:** July 16, 2019

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

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

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

Kendall County Forest Preserve District, Illinois

Karen Hemza; St Anne, Illinois:

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Judy Gilmour, President

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Karen Hemza

**LESSON HORSE DONATION AGREEMENT**

**Property:** “Max” (Rocky Mountain Horse - Gelding)

**Condition:** As is, with no known medical issues. Approximate age: 18

**Donor:** Marcella Sparks  
22444 County line Rd.  
Custer Park, IL 60481

**Purchaser:** Kendall County Forest Preserve District  
110 West Madison Street  
Yorkville, Illinois 60560

**Date of Commission Approval:** July 16, 2019

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

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



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

Kendall County Forest Preserve District, Illinois

Marcella Sparks; Custer Park, Illinois:

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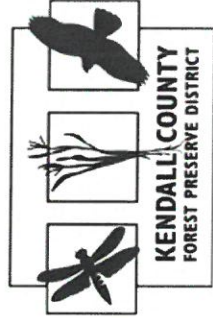
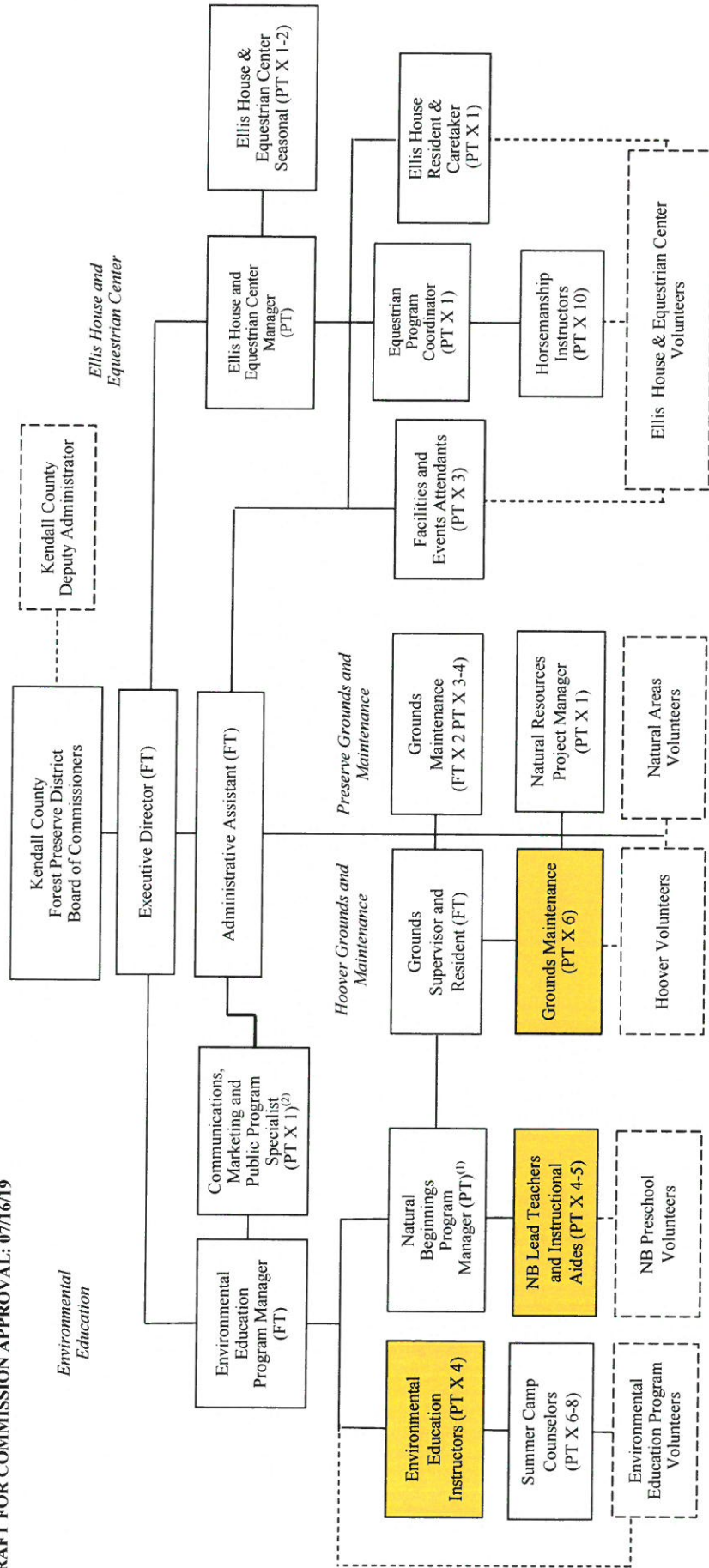
Judy Gilmour, President

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Marcella Sparks

# KENDALL COUNTY FOREST PRESERVE DISTRICT ORGANIZATIONAL CHART (PROPOSED)

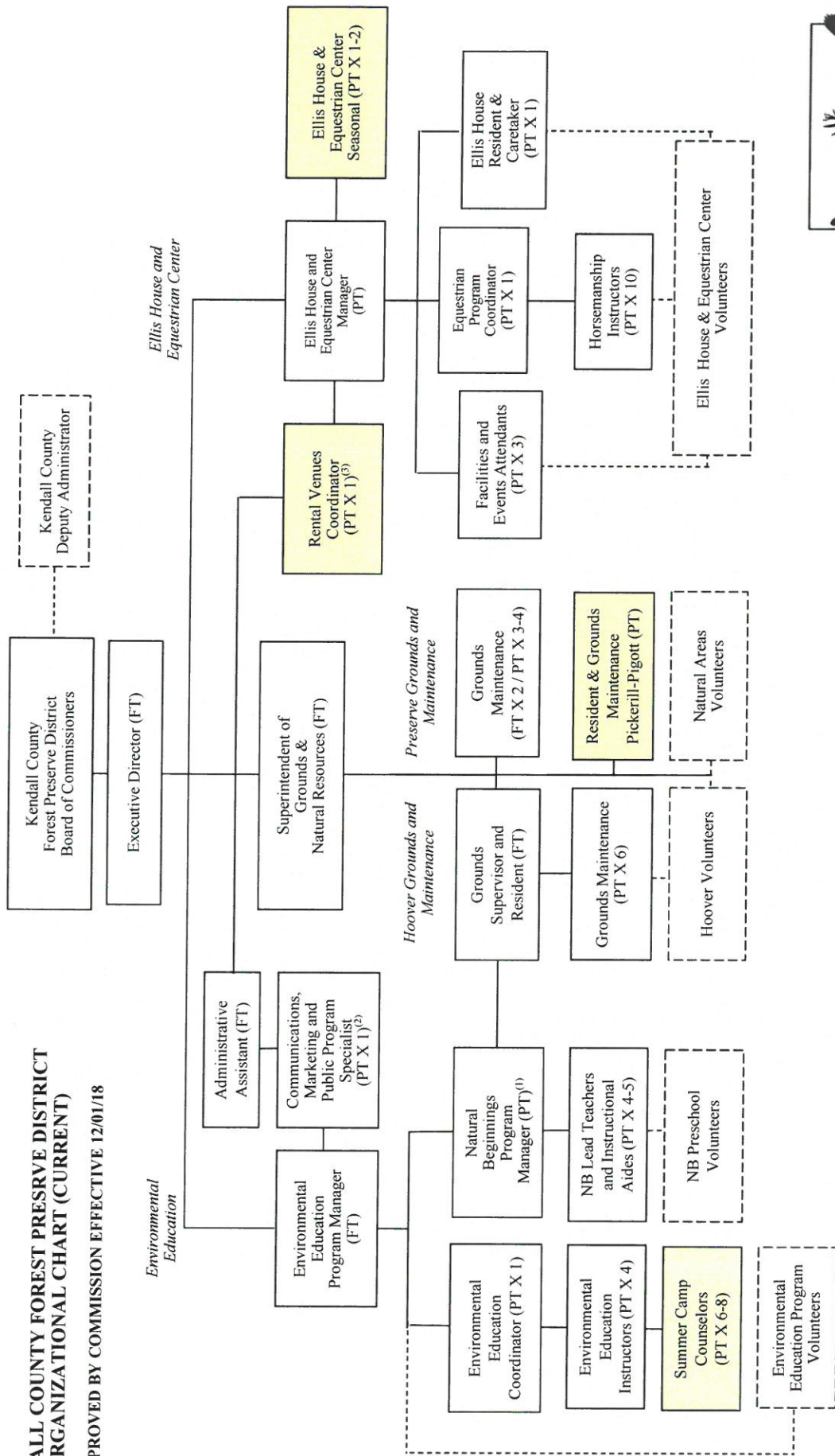
DRAFT FOR COMMISSION APPROVAL: 07/16/19



1. Position reports to the Education Program Manager and Hoover Grounds Supervisor and Resident
2. Position receives instruction from the Executive Director, and reports to the Administrative Assistant and Environmental Education Program Manager
3. Position reports to the Administrative Assistant and Ellis House and Equestrian Center Manager
4. Positions highlighted indicate current vacancies.

# KENDALL COUNTY FOREST PRESERVE DISTRICT ORGANIZATIONAL CHART (CURRENT)

APPROVED BY COMMISSION EFFECTIVE 12/01/18



1. Position reports to the Education Program Manager and Hoover Grounds Supervisor and Resident  
 2. Position receives instruction from the Executive Director, and reports to the Administrative Assistant and Environmental Education Program Manager  
 3. Position reports to the Administrative Assistant and Ellis House and Equestrian Center Manager  
 4. Positions highlighted are currently vacant.