

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

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
212 060304	FIRST NATIONAL BANK OMAHA	7/3/19:ED	EDUC DEPT=BATTERIES	07/25/19	27020006200	OFFICE SUPPLIES & POSTAGE	13.62
213 092050	ILLINOIS STATE TOLL HWY AUTH	G129000001874	TOLL BOOTH	07/25/19	27020006200	OFFICE SUPPLIES & POSTAGE	1.90

FOREST PRESERVE EXPENDITURE

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Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
214 151930	OSWEGO CHAMBER OF COMMERCE	18703	EDUCATOR BREAKFAST	07/25/19	27020006203	DUES/MEMBERSHIPS	15.52*
215 190816	SHAW MEDIA	6/30/19:EL	2019 GRUNDY GUIDE	07/25/19	27020006843	PROMOTION/PUBLICITY	675.00
216 190816	SHAW MEDIA	6/30/19	WEBSITE HOSTING	07/25/19	27020006843	PROMOTION/PUBLICITY	59.99
							734.99*
	ELLIS HOUSE					Total FOREST PRESERVE EXPENDITURE	790.51*
217 010452	ADS, INC	147996-1043	EL-ALARM MONITORING	07/25/19	27021007080	GROUNDS & MAINT - ELLIS H	168.14
218 020172	BARRETT'S ECOWATER	JUL 2019	ELLIS-WATER	07/25/19	27021007080	GROUNDS & MAINT - ELLIS H	25.00
219 030927	CINTAS FIRE 636525	OF94572235	EL - FIRE EXT SERVIC	07/25/19	27021007080	GROUNDS & MAINT - ELLIS H	239.08
220 130506	MENARDS	54650	EL-MAINT SUPPLIES	07/25/19	27021007080	GROUNDS & MAINT - ELLIS H	85.43
221 130506	MENARDS	54960	EL-MAINT SUPPLIES	07/25/19	27021007080	GROUNDS & MAINT - ELLIS H	30.65
							548.30*
	ELLIS BARN					Total ELLIS HOUSE	548.30*
222 010452	ADS, INC	147996-1043	EL-ALARM MONITORING	07/25/19	27021017080	GROUNDS & MAINT - ELLIS B	168.13
223 101297	JOHN DEERE FINANCIAL	7/1/19:EL	EL-WOOD SAVINGS, TRA	07/25/19	27021017080	GROUNDS & MAINT - ELLIS B	145.64
224 161854	PROFESSIONAL GARAGE DOOR, INC	42046	EL-ARENA DOOR	07/25/19	27021017080	GROUNDS & MAINT - ELLIS B	296.00
							609.77*
	ELLIS GROUNDS					Total ELLIS BARN	609.77*
225 030927	CINTAS FIRE 636525	OF94572235	EL - FIRE EXT SERVIC	07/25/19	27021027080	GROUNDS & MAINT - ELLIS G	239.08
226 071807	GRAINCO F.S. INC	78017036	EL-HERBICIDE	07/25/19	27021027080	GROUNDS & MAINT - ELLIS G	79.86
							318.94*
	ELLIS RIDING LESSONS					Total ELLIS GROUNDS	318.94*
227 060304	FIRST NATIONAL BANK OMAHA	7/3/19:MV	EL-RIBBONS	07/25/19	27021117081	PROMC/PUBLICITY - ELLIS R	24.99
							24.99*
	ELLIS BIRTHDAY PARTIES					Total ELLIS RIDING LESSONS	24.99*
228 101297	JOHN DEERE FINANCIAL	7/1/19:EL	EL-PROGRAM SUPPLIES	07/25/19	27021127087	PROG SUPPLIES - ELLIS B-D	92.13
							92.13*
	ELLIS BIRTHDAY PARTIES					Total ELLIS BIRTHDAY PARTIES	92.13*

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Kendall County

COMBINED Supplemental Claims Listing

07/22/19 10:02:00 AM

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Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
254 140937	NICOR	07/11/19:MILL	MILLBROOK SOUTH	07/25/19	27025006848	GAS - GROUNDS & NATURAL R	109.43
255 140937	NICOR	7/12/19:HA	HARRIS	07/25/19	27025006848	GAS - GROUNDS & NATURAL R	45.84
							155.27*
256 269074	MARIA DHUSE	19-00123	SHELTER REFUND	07/25/19	27025007088	SECURITY DEPOSIT REFUNDS	50.00
							50.00*

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Total GROUNDS & NATURAL RESOURCES 982.06*

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

JULY 9, 2019

I. Call to Order

President Gilmour called the Committee of the Whole meeting to order at 4:45 pm in the Kendall County Board Room.

II. Roll Call

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

III. Approval of Agenda

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

IV. Public Comments

No public comments were offered by those in attendance.

V. Executive Session

Commissioner Cesich made a motion to enter executive session 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 Vickers.

Roll call: Commissioner Cesich, Gilmour, Gryder, Kellogg, Gengler, and Vickers, aye. Opposed, none.

Executive Session convened at 4:47 pm.

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

Regular meeting reconvened at 5:10 pm.

VI. Executive Director's Report

Director Guritz provided updates on District operations including construction updates on the rail crossing improvements at Hoover Forest Preserve, and efforts to reopen Subat Forest Preserve. Director Guritz reported that HLR Engineering is recommending postponing the Millbrook Bridge demolition project until work is completed on the Millington Bridge.

VII. MOTION: Forward Claims to Commission for an Amount Not-to-Exceed \$22,208.50

Commissioner Kellogg made a motion to forward claims to Commission for an amount not-to-exceed 22,208.50. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

OLD BUSINESS

VIII. Presentation of Design Improvements and Construction Cost Estimates for the Pickerill Estate House at Pickerill-Pigott Forest Preserve (Kluber, Inc.)

Chris Hansen from Kluber Inc. presented a PowerPoint presentation on recommended improvements needed for the Pickerill estate house to open the facility to the public. The baseline cost estimate is \$367,480, with a combined sum including recommended alternates totaling \$639,691 (elevator included at \$96,604). Total occupancy would be 144 persons.

NEW BUSINESS

IX. Review of Financial Statements and Cost Center Reports for Period Ending June 30, 2019

Director Guritz presented a review of the financial statements and cost center reports for period ending June 30, 2019. Financial Statements are comparable and on track YTD to FY18.

X. MOTION: Review and Approval of a Special Use Permit for Use of Little Rock Creek Forest Preserve to Conduct a Kendall County Special Response Team Training

Director Guritz presented a special use permit request for use of Little Rock Creek Forest Preserve to conduct a Kendall County Special Response Team training.

Commissioner Gryder made a motion to forward the Special Use permit to Commission for approval. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

XI. Ellis Lesson Horse Recruitment Updates and Trial Period Commencement Request

Director Guritz presented updates on Ellis lesson horse recruitment efforts, including a request to begin trial periods for two candidate horses scheduled for donation to the District.

XII. Aux Sable Springs Park –Property Boundary Encroachment Updates

Director Guritz presented an updates on the Aux Sable Springs Park – property boundary encroachment issues. Commissioner Gryder made a motion to forward the encroachment issues to the State’s Attorney’s Office to address the issue. Seconded by Commissioner Cesich. All, aye.

XIII. Other Items of Business

- Millbrook Bridge Removal Project Updates
- Illinois Railway/OmniTRAX Crossing Agreement Updates

Director Guritz reported that OmniTRAX has not completed its review of the updated crossing agreement.

XIV. Summary of Action Items

President Gilmour requested a summary of action items. Items to be considered by Commission include approval of claims, lesson horse agreements, and a motion to address property encroachment issues.

XV. Public Comments

No public comments were offered by citizens in attendance.

XVI. Adjournment

Commissioner Cesich made a motion to adjourn the meeting. Seconded by Commissioner Vickers. Aye, all. Opposed, none. Meeting adjourned at 6:25 pm

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
JULY 16, 2019**

I. Call to Order

President Gilmour called the meeting to order at 9:58 am in the Kendall County Board Room.

II. Pledge of Allegiance

The Pledge of Allegiance was recited during the Kendall County Board Meeting.

III. Invocation

An Invocation was offered at the Kendall County Board Meeting.

IV. Roll Call

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

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

V. Approval of Agenda

Commissioner Hendrix made a motion to approve the Commission meeting agenda with items X, XI, and XIV removed. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered from citizens in attendance..

VII. Approval of Claims for an Amount Not-to-Exceed \$22,208.50

Commissioner Hendrix made a motion to approve claims not-to-exceed \$22,208.50. Seconded by Commissioner Flowers.

Motion: Commissioner Hendrix
Second: Commissioner Flowers

Roll call: Claims Not-to-Exceed \$22,208.50

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

Motion unanimously approved.

VIII. Approval of Minutes

- Kendall County Forest Preserve District Finance Committee of June 27, 2019
- Kendall County Forest Preserve District Commission Meeting of July 2, 2019

Commissioner Vickers made a motion to approve the Finance Committee meeting minutes of June 27, 2019; and the Commission meeting minutes of July 2, 2019. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

OLD BUSINESS

No items posted for consideration.

NEW BUSINESS

IX. MOTION: Approval of a Revised Position Description for the Executive Director of the Kendall County Forest Preserve

The Board of Commissioners discussed a revised position description for the Executive Director of the Kendall County Forest Preserve.

The revised position description included additional duties and responsibilities formerly assigned to the District’s Superintendent – Grounds and Natural Resources position.

Commission expressed concerns over the scope of assigned duties.

Director Guritz stated that the changes are needed in order to present a balanced FY20 budget, with increased grounds maintenance staff support needed to address preserve maintenance needs for three preserve areas scheduled to open, and to address time-sensitive grant funded projects.

Commissioner Flowers made a motion to approve the revised position description for the Executive Director of the Kendall County Forest Preserve District. Seconded by Commissioner Hendrix.

Motion: Commissioner Flowers
 Second: Commissioner Hendrix

Roll call: Position Description

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

Motion carried by a vote of 5:3 per KC-SAO determination.

- X. **MOTION: Approval of 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**

Consideration of Item X was postponed for consideration.

- XI. **MOTION: Approval of a Two-Year Lease Agreement between the Kendall County Forest Preserve District and David Guritz, Executive Director for Use of the Pickerill Estate House “Maid’s Room,” Adjoining Washroom, Laundry Room, Kitchen Area, Garage Stall, and Basement Storage Area as a Private Residence at Pickerill-Pigott Forest Preserve 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 Rental Security Deposit**

Consideration of Item XI was postponed for consideration.

- XII. **MOTION: Approval of a Lesson Horse Donation Agreement with Karen Hemza of St. Anne, Illinois for the Donation of the Lesson Horse “Smudge” Following a 30-day Trial Period for Consideration of \$1.00 to be Paid-in-Hand**

Commissioner Flowers made a motion to approve the lesson horse donation agreement with Karen Hemza of St. Anne, Illinois for the donation of the lesson horse “Smudge” following a 30-day trial period for consideration of \$1.00 to be paid-in-hand. Seconded by Commissioner Hendrix.

Motion: Commissioner Flowers
 Second: Commissioner Hendrix

Roll call: Lesson Horse Donation - "Smudge"

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

Motion unanimously approved.

XIII. MOTION: Approval of a Lesson Horse Donation Agreement with Marcella Sparks of Cluster Park, Illinois for the Donation of the Lesson Horse "Max" Following a 30-day Trial Period for Consideration of \$1.00 to be Paid-in-Hand

Commissioner Hendrix made a motion to approve a lesson horse donation agreement with Marcella Sparks of Cluster Park, Illinois for the donation of the lesson horse "Max" following a 30-day trial period for consideration of \$1.00 to be paid-in-hand. Seconded by Commissioner Flowers.

Motion: Commissioner Hendrix
 Second: Commissioner Flowers

Roll call: Lesson Horse Donation - "Max"

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

Motion unanimously approved.

XIV. MOTION: Approval of the Revised Organizational Chart for the Kendall County Forest Preserve District, Including the Elimination of the Full Time Superintend Position; Elimination of the Part Time Rental Venues Coordinator Position; Elimination of the Part Time Environmental Education Coordinator Position, and Elimination of the Part Time Resident and Grounds Maintenance –Pickerill-Pigott Position

Consideration of Item XIV was postponed for consideration.

XV. Executive Session

There was no need for executive session.

XVI. Other Items of Business

Director Guritz presented an update on A&B Exteriors work scheduled for the picnic shelter at Subat Forest Preserve. There was a site inspection meeting held with Upland Design for proposed improvements at Freeman Forest Preserve.

XVII. Public Comments

Jim Wyman, WSPY News asked President Gilmour for the reasoning behind the items being pulled from the agenda. President Gilmour stated that the full Commission was not present at the meeting, and these are important discussions and items for the full group to consider.

XVIII. Adjournment

Commissioner Hendrix made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 10:29 am.

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: Executive Director Proposed Salary Increase and Pickerill Estate House Lease Agreement
Date: August 6, 2019

The State's Attorney's Office has 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 in 1-year increments for an additional 2-years.

The goal is to open the Pickerill-Pigott Forest Preserve in 2020, with the estate house to the public within a 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.

Approval of the lease will also provide additional opportunities to schedule and support volunteer work days and public tours on weekends in preparation for the 2020 opening.

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 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.
2. 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.

**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 6th day of August, 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 August 2019 shall be \$736.29. 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 August 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's 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 stipulates, represents, and warrants that Tenant has 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 is 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 6th day of August, 2019.

DISTRICT:

Sign: _____
Judy Gilmour, President

Print: _____ Date: _____

Attest: _____
Matt Kellogg, Secretary

As to Tenant, this 6th day of August, 2019.

TENANT:

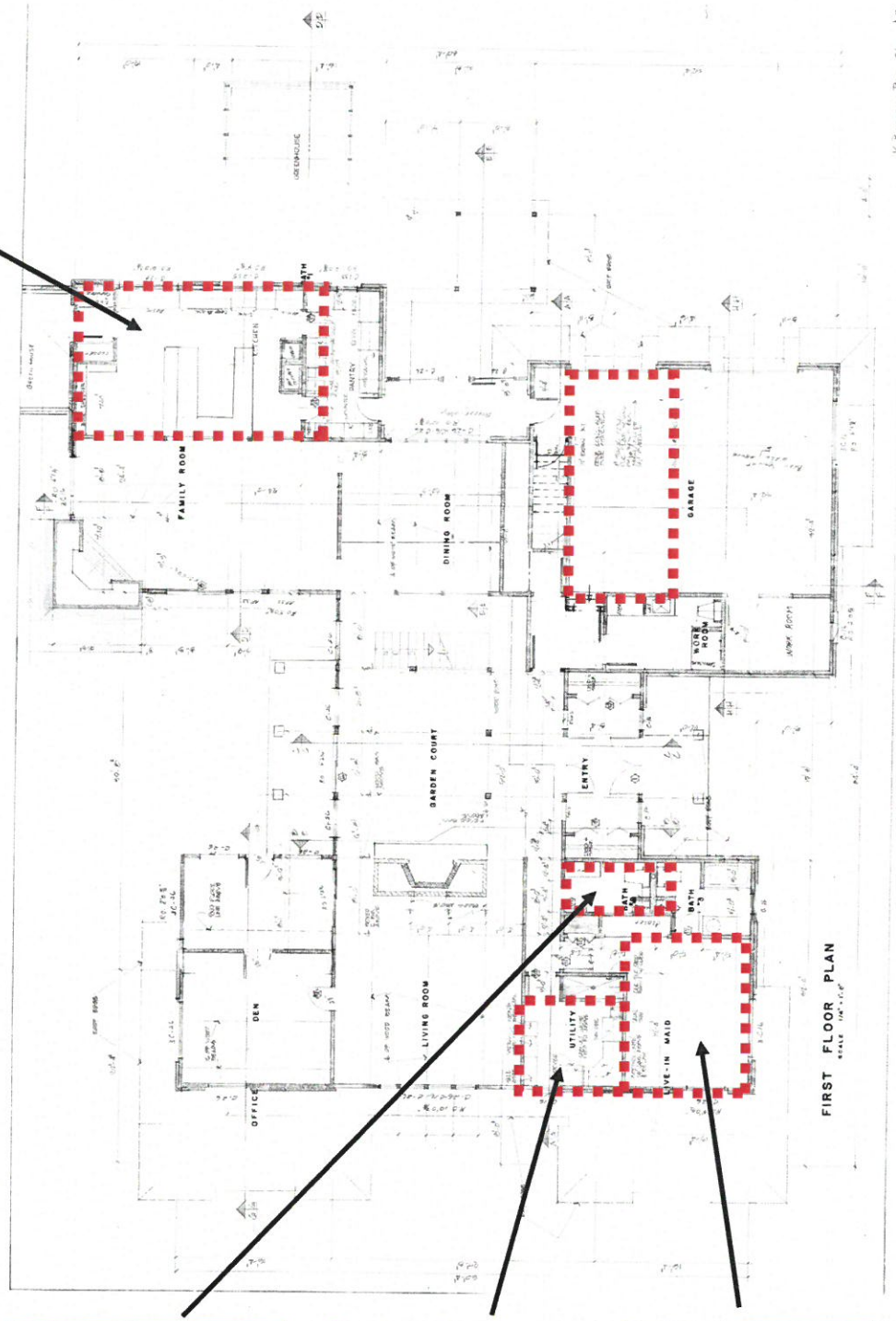
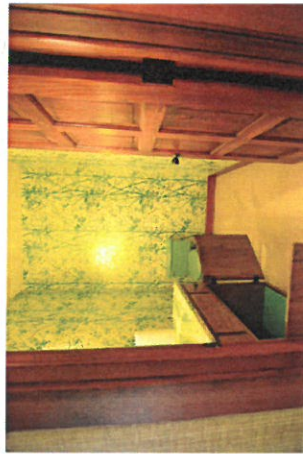
Sign: _____

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: Proposed FY19 Headcount Reductions

Date: August 6, 2019

The Kendall County Forest Preserve District's current organizational chart was approved on November 27, 2018.

Positions included in the FY19 budget that will not be filled as part of restructuring efforts include:

1. Superintendent – Grounds and Natural Resources (FT)
2. Rental Venues Coordinator (PT)
3. Environmental Education Coordinator (PT)
4. Resident and Grounds Maintenance – Pickerill-Pigott (PT)

The Superintendent position has been restructured, with the Executive Director taking on day-to-day operations responsibilities with support from the District's Natural Resources Project Manager and Grounds Maintenance support staff.

The Rental Venues Coordinator was not filled earlier due to the limited volume of inquiries, tours and scheduled events at Ellis House and Equestrian Center in the current year. Rebecca Antrim is covering tours, reservations and staff scheduling responsibilities for events held at Meadowhawk Lodge.

The Environmental Education Coordinator position's responsibilities are being covered by Emily Dombrowski, Environmental Education Program Manager, and Antoinette Meciej, Marketing, Communications and Public Programs Specialist. The Environmental Education division is currently looking to fill one or two part time Environmental Education Instructor positions.

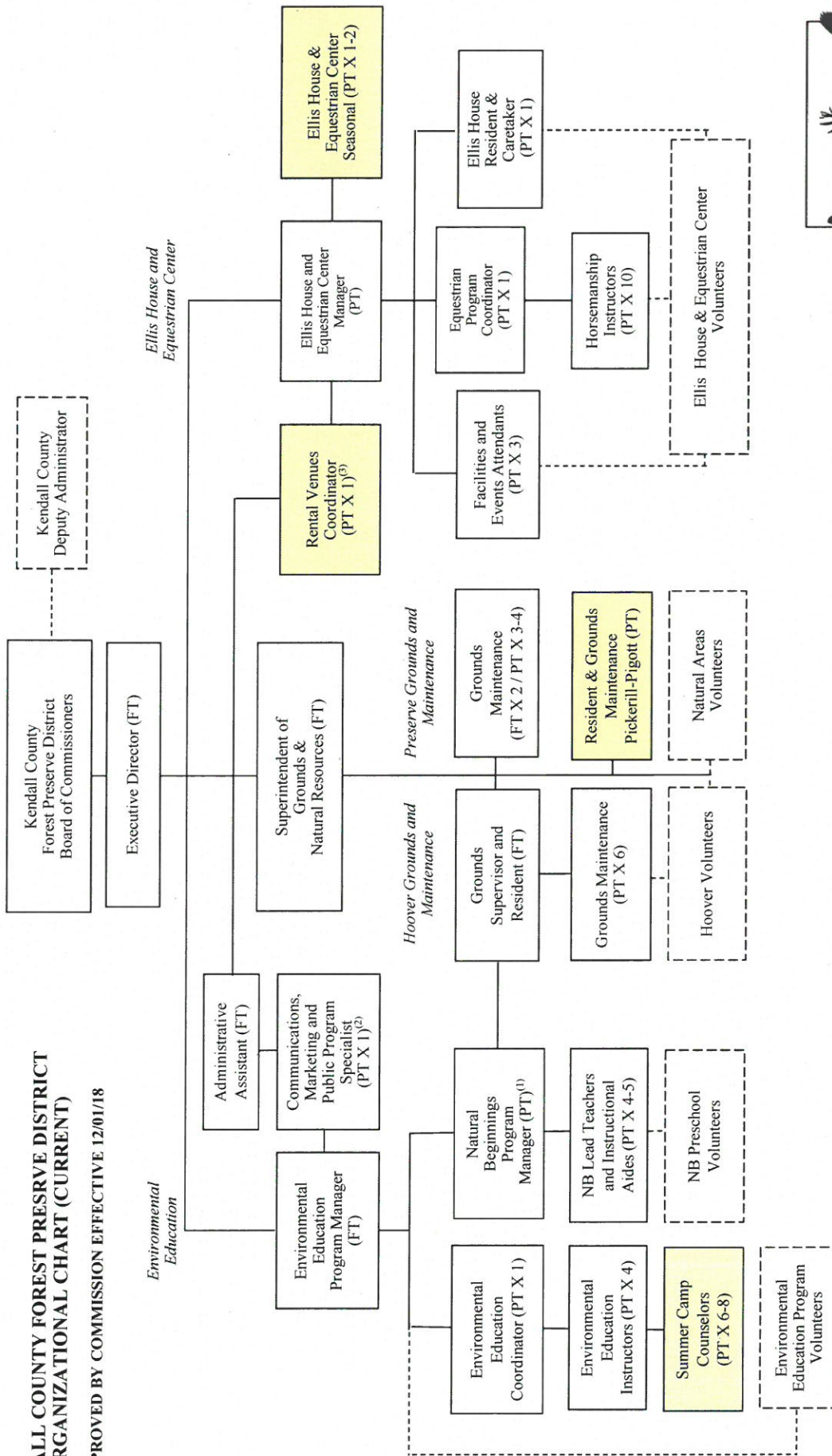
The Resident and Grounds Maintenance – Pickerill-Pigott position's responsibilities will be covered by the Executive Director and Grounds Maintenance support staff.

Recommendation:

Consider a motion to approve the headcount reductions for the Kendall County Forest Preserve District as presented.

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.