

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
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183 091310	IL STATE POLICE	7/31/18	BACKGROUND REPORTS	08/30/18	27020006200	OFFICE SUPPLIES & POSTAGE	10.00
184 111514	KONICA MINOLTA BUSINESS SOLUTI	9004859873	MONTHLY CLICKS 7/13-	08/30/18	27020006200	OFFICE SUPPLIES & POSTAGE	134.65
185 141620	NATALIE NOWAK	8-20-18:NN	MILEAGE REIMBURSEMENT	08/30/18	27020006200	OFFICE SUPPLIES & POSTAGE	48.15
186 191522	SOURCE ONE OFFICE PRODUCTS	533680	OFFICE SUPPLIES	08/30/18	27020006200	OFFICE SUPPLIES & POSTAGE	71.51
							264.31*
187 011359	AMEREN IP	8/14/18:MILLBRO	MILLBROOK SOUTH	08/30/18	27020006351	ELECTRIC	33.14
188 031510	COMMONWEALTH EDISON	8/15/18:BAKER	BAKER WOODS	08/30/18	27020006351	ELECTRIC	23.63
							56.77*
							321.08*

**FOREST PRESERVE EXPENDITURE**

183 091310	IL STATE POLICE	7/31/18	BACKGROUND REPORTS	08/30/18	27020006200	OFFICE SUPPLIES & POSTAGE	10.00
184 111514	KONICA MINOLTA BUSINESS SOLUTI	9004859873	MONTHLY CLICKS 7/13-	08/30/18	27020006200	OFFICE SUPPLIES & POSTAGE	134.65
185 141620	NATALIE NOWAK	8-20-18:NN	MILEAGE REIMBURSEMENT	08/30/18	27020006200	OFFICE SUPPLIES & POSTAGE	48.15
186 191522	SOURCE ONE OFFICE PRODUCTS	533680	OFFICE SUPPLIES	08/30/18	27020006200	OFFICE SUPPLIES & POSTAGE	71.51
							264.31*
187 011359	AMEREN IP	8/14/18:MILLBRO	MILLBROOK SOUTH	08/30/18	27020006351	ELECTRIC	33.14
188 031510	COMMONWEALTH EDISON	8/15/18:BAKER	BAKER WOODS	08/30/18	27020006351	ELECTRIC	23.63
							56.77*
							321.08*

**Total FOREST PRESERVE EXPENDITURE 321.08\***

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
189 031510	COMMONWEALTH EDISON	8/14/18:EL	ELLIS HOUSE	08/30/18	27021007076	UTILITIES - ELLIS HOUSE	498.59 498.59*
190 211430	UNIQUE PRODUCTS & SERVICE	350167	ELLIS SUPPLIES	08/30/18	27021007080	GROUPS & MAINT - ELLIS H	162.70 162.70*
	<b>ELLIS HOUSE</b>				<b>Total ELLIS HOUSE</b>		<b>661.29*</b>
191 192039	STEVEN'S SILK SCREENING & EMBR	14385	EL-UNIFORMS	08/30/18	27021117086	UNIFORMS - ELLIS RIDING L	30.00 30.00*
	<b>ELLIS RIDING LESSONS</b>				<b>Total ELLIS RIDING LESSONS</b>		<b>30.00*</b>
192 190392	DENISE SCHROECK	EL 8-11-18	EL SEC DEP RTN	08/30/18	27021207088	ELLIS SECURITY DEPOSIT RE	1,000.00 1,000.00*
	<b>ELLIS WEDDINGS</b>				<b>Total ELLIS WEDDINGS</b>		<b>1,000.00*</b>
193 140937	NICOR	8/10/18:ROCK	HOOVER ROOKERY	08/30/18	27022006860	HOOVER - GAS	40.32
194 140937	NICOR	8/10/18:BLAZING	BLAZING STAR	08/30/18	27022006860	HOOVER - GAS	35.32
195 140937	NICOR	8/10/18:KINGFIS	KINGFISHER	08/30/18	27022006860	HOOVER - GAS	36.82
196 140937	NICOR	8/10/18:ML	MEADOWHAWK LODGE	08/30/18	27022006860	HOOVER - GAS	48.81
197 140937	NICOR	8/10/18:SHOP	HOOVER SHOP	08/30/18	27022006860	HOOVER - GAS	42.37
198 140937	NICOR	8/10/18:MOON	MOONSEED	08/30/18	27022006860	HOOVER - GAS	35.32
199 140937	NICOR	8/10/18:HOUSE	HOOVER HOUSE	08/30/18	27022006860	HOOVER - GAS	23.81
200 140937	NICOR	8/10/18:MAINT	HOOVER MAINT BLDG	08/30/18	27022006860	HOOVER - GAS	33.28 296.05*
201 031510	COMMONWEALTH EDISON	8/1/18:HOUSE	HOOVER HOUSE	08/30/18	27022006861	HOOVER - ELECTRIC	147.43 147.43*
202 130506	MENARDS	24318	HOOVER-SHOP SUPPLIES	08/30/18	27022006863	HOOVER - SHOP SUPPLIES	97.77 97.77*
203 130506	MENARDS	24318	HOOVER-BLDG SUPPLIES	08/30/18	27022006864	HOOVER - BUILDING MAINTEN	243.40 243.40*
204 030540	CENTRAL LIMESTONE CO INC	14216	HOOVER PRES IMPROVEM	08/30/18	27022006865	HOOVER - GROUNDS MAINTENA	60.24 60.24*
205 030897	JON CHUCHLA	18-00145	BUNKHOUSE SEC DEP RT	08/30/18	27022007088	HOOVER SECURITY DEPOSIT R	100.00
206 268177	CATHY WEHRLI	18-00089	ML SEC DEP RTN	08/30/18	27022007088	HOOVER SECURITY DEPOSIT R	127.50 227.50*

Vendor#	Vendor Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
207 130506	MENARDS	16674	NB SUPPLIES	08/30/18	27023036849	ENV EDUC - NATURAL BEGINN	11.45 11.45*
<b>Total HOOVER</b>							<b>1,072.39*</b>
<b>ENV ED NATURAL BEGINNINGS</b>							
<b>Total ENV ED NATURAL BEGINNINGS</b>							<b>11.45*</b>
<b>GROUND &amp; NATURAL RESOURCES</b>							
208 150850	O'MALLEY WELDING & FABRICATING	18223	RY-JW: GATE REPAIRS	08/30/18	27025006216	EQUIP - GROUND & NATURAL	625.00 625.00*
209 130506	MENARDS	25033	HENNEBERRY FENCE	08/30/18	27025006837	PRESERVE IMPROV - GR & NA	45.98
210 130506	MENARDS	25887	PAINT,FLASHLIGHTS	08/30/18	27025006837	PRESERVE IMPROV - GR & NA	31.65
211 130506	MENARDS	26038	HVR NTR CTR IMPROVEM	08/30/18	27025006837	PRESERVE IMPROV - GR & NA	85.17
212 160985	PIZZO & ASSOC, LTD	SI-14845	HVR NTR CTR IMPROVEM	08/30/18	27025006837	PRESERVE IMPROV - GR & NA	672.20
213 161577	POSSIBILITY PLACE NURSERY	00115747	HVR NTR SPACE IMPRVE	08/30/18	27025006837	PRESERVE IMPROV - GR & NA	500.00 1,335.00*
214 140937	NICOR	8/8/18:MILLBROO	MILLBROOK SOUTH	08/30/18	27025006848	GAS - GROUND & NATURAL R	101.85
215 140937	NICOR	8/13/18:HARRIS	HARRIS	08/30/18	27025006848	GAS - GROUND & NATURAL R	42.36 144.21*
<b>Total GROUND &amp; NATURAL RESOURCES</b>							<b>2,104.21*</b>

**Pickerill-Pigott Forest Preserve**

216 190220	MARSHAL SAVITSKI	8/10/18:MS	PICKERILL SUPPLIES	08/30/18	27026007089	SUPPLIES - PICKERILL PICO	28.99 28.99*
<b>Total Pickerill-Pigott Forest Preserve</b>							<b>28.99*</b>

firmPrtClaim

Kendall County

COMBINED Supplemental Claims Listing

08/27/18 9:34:10 AM

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Vendor# Name

Invoice #

Description

Date

Budget #

Account Description

Dist Amount

**FP BOND PROCEEDS 2007**

272 110510 KENDALL COUNTY COLLECTOR  
273 268178 ALBERT COLLINS JR.

05-02-400-029  
8-17-18HENN

2018 TAX-2ND INSTALL  
HENNEBERRY MOWING

08/30/18  
08/30/18

95020006850  
95020006850

PROJECT FUND EXPENSES  
PROJECT FUND EXPENSES

10,014.31  
540.00  
10,554.31\*

bantrim  
bantrim

Total FP BOND PROCEEDS 2007 10,554.31\*

GRAND TOTAL

\$15,783.72



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

**AUGUST 15, 2018**

**I. Call to Order**

President Gilmour called the Finance Committee meeting to order at 4:30 pm in the Kendall County Board Room.

**II. Roll Call**

Commissioners Gilmour, Davidson, and Gryder all were present.

**III. Approval of Agenda**

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

**IV. Citizens to be Heard**

There were no citizens to be heard.

**V. Motion to Forward Claims to Commission for an Amount Not-to-Exceed \$23,749.45**

Commissioner Gryder asked for details about the mileage reimbursements.

Director Guritz responded that the mileage reimbursement is for seasonal employees over the seasonal period.

Commissioner Davidson asked how many phones there are under the Verizon contract through the District.

Director Guritz responded there are cell phones on the Verizon contract along with internet from four locations.

Director Guritz remarked that there is a claim for "The Knot" website subscription. The District may cancel this service to focus that time and funds to alternative ways to promote the wedding venues.

Commissioner Davidson asked about a Natural Beginnings program reimbursement.

Director Guritz replied the reimbursement is for a student who withdrew from the program before the start of the school year. The spot was filled with a student from the waitlist. The

DRAFT FOR COMMISSION APPROVAL: 09-04-18

parent removed their child due to financial reasons. There is a scholarship program being worked on through the Forest Foundation that will be in place by next school year.

Commissioner Gryder asked for details about the Ellis House alarm repairs and air conditioner repairs.

Marty Vick, Ellis Farm Manager reported that the alarm repairs were for the fire alarms. A proposal to replace two air conditioner units is on the agenda for further discussion. The air conditioning went out during a wedding with an over 90 degree day.

Commissioner Gryder made a motion to forward claims to Commission for an amount not-to-exceed \$23,749.45. Seconded by Commissioner Davidson. Aye, all. Opposed, none.

## **VI. Review of Financial Statements and Income and Expense Reports through July 31, 2018**

Director Guritz reviewed the summary of the Financial Statements and Income Expense Reports through July 31, 2018. Overall the program and rental revenues have increased. The expenditures are in line with budget projections. The epi-pen cost has been broken down into various cost centers. Ellis Center has reduced the expenditures and increased revenue.

Commissioner Gryder asked what the commodities of Ellis Center include.

Director Guritz replied the commodities include supplies, the epi-pens, horse purchases, and other various goods purchased.

President Gilmour remarked that overall there is a positive trend with the Ellis House and Equestrian Center budget performance.

Director Guritz reported that overall Environmental Education has also shown improvement. There are some differences due to prepayments received for the Natural Beginnings program. This will delay program income reporting at the start of FY 19 until the 19-20 school year full tuition pre-payments are received.

The Finance Committee asked about how full the classes are.

Director Guritz responded that all of the classes are full for this school year with about a dozen on a waitlist. The increase of programming, rentals, and preserve use has been growing with the same level of staff. There are increasing staffing needs in all areas of the District.

Commissioner Gryder asked about the fund balance.

Director Guritz responded that the only time the starting fund balance is changed on the financial reports is at the beginning of each fiscal year. The report shows the net gain/loss within the financial reporting period.

**VII. Review of a Second Proposal from Blood Hound Private Utility Locators for the Inspect of the Lift Station Sewer Intake Pipe at Hoover Forest Preserve**

Director Guritz reported that there was breakage and debris in the lift station sewer intake pipe. The location is known but the extent of the damage is not. The final figure on the Commission agenda will be revised in accordance with the final quote received.

Commissioner Gryder made a motion to forward the final estimate for Blood Hound Private Utility Locators to Commission for approval. Seconded by Commissioner Davidson. Aye, all. Opposed, none.

**VIII. Review of Proposals for the Repair and Replacement of Air Condition Units at Ellis House and Equestrian Center**

Marty Vick reported that the air conditioning stopped working during a recent wedding. Kendall Heating and Air was called out to address the problem. It was found that the main unit on the lower level froze up due to the failure of the second support unit. The temperature of the house was brought down for the wedding guests. After the event Kendall Heating and Air came back and reported that there was a leak in the line set of the older unit and they would need to be replaced. A second opinion was received that did not suggest that the line set needed replacement. Estimates were submitted from two companies. The Golden Seal estimate includes wireless thermostats for monitoring indoor temperature remotely. The different quotes were discussed.

Commissioner Davidson remarked 8 tons of air conditioning for Ellis House seemed high.

Marty Vick remarked that the estimated was given based on the different zones of the house. The current air conditioning units are estimated to be 25 years old.

Commissioner Gryder remarked that the previously mentioned increase in revenue is overshadowed by the costs to maintain the house.

The Finance Committee discussed the costs of maintenance, and the expectations of weather for the fall wedding season.

Director Guritz remarked that there would be a decrease in lessons, programs, weddings, and preserve use towards the end of the fiscal year.

President Gilmour remarked the house is integral to the programs and use of the preserve to serve that area of the county.

DRAFT FOR COMMISSION APPROVAL: 09-04-18

Commissioner Davidson made a motion to forward the review of proposals for the repair and replacement of air condition units at Ellis House to the Committee of the Whole. Seconded by Commissioner Gryder. Aye, Commissioner Davidson and President Gilmour. Opposed, Commissioner Gryder. Motion carried by a vote of 2:1.

**IX. Executive Session**

None.

**X. Other Items of Business**

None.

**XI. Citizens to be Heard**

There were no citizens to be heard.

**XII. Adjournment**

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Davidson. Aye, all. Meeting adjourned at 5:40 pm.

Respectfully submitted,

David Guritz  
Executive Director, Kendall County Forest Preserve District

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

**AUGUST 15, 2018**

**I. Call to Order**

President Gilmour called the Committee of the Whole meeting to order at 5:47 pm in the Kendall County Board Room.

**II. Roll Call**

Commissioners Davidson, Flowers, Gryder, Hendrix, Prochaska, and Gilmour, all were present.

**III. Approval of Agenda**

President Gilmour made a motion to amend and approve the agenda, requesting that item XII be moved ahead of agenda item VI. Seconded by Commissioner Gryder. All, aye. Opposed, none.

**IV. Citizens to be Heard**

There were no citizens in attendance.

**V. Executive Director's Report**

Director Guritz provided a brief report, along with reports from site supervisors. The OSLAD grant application is under preparation for submission. Efforts continue to address the lift station pump repair needs and railroad crossing improvement projects at Hoover Forest Preserve.

Commissioner Gryder asked about the next step in the Millbrook Bridge project.

Director Guritz responded that once permitting is in place, bid specifications will be developed, and a bid announcement posted to secure competitive quotes from qualified demolition companies. The permit document and multi-agency memorandum of understanding is expected to be finalized by late September.

Commissioner Davidson asked about the tree watering at Henneberry Forest Preserve, and outcomes from discussions on the General Use Ordinance at the Operations Committee.

Director Guritz responded that first-year tree watering is included as part of the Semper Fi contract. The Operations Committee discussed designated areas and size limitations on non-permitted use of pop-up tents within preserve areas.

**OLD BUSINESS**

**VI. Review of Proposals for the Repair and Replacement of Air Conditioning Units at Ellis House and Equestrian Center**

Ellis Farm Manager Marty Vick reported on issues with two of the original air conditioning units at Ellis Center. The issue was temporarily addressed by an emergency call by Kendall Heating and Air on the day of a wedding event. Estimates for replacements were provided in the meeting packets.

The increase of participation in Ellis Center programs and weddings was discussed.

Commissioner Hendrix asked about any allergy issues due to mold or other allergens.

Marty Vick replied the filters are well kept, and there are dehumidifiers in use that remove moisture from the air that eliminates those problems.

Director Guritz remarked that there has been an increasing number of air conditioning repair costs associated with the two units, and the replacements will eliminate recurring repair costs.

Commissioner Flowers asked the total cost of the new units.

Marty Vick replied the new units were total \$7,245.

Commissioner Davidson made a motion to forward the proposal to Commission for the removal and replacement of air conditioning unit at Ellis House and Equestrian Center for an estimated cost of \$7,245. Seconded by Commissioner Prochaska. Aye, Commissioner Davidson, Flowers, Gilmour, Hendrix, and Prochaska. Opposed, Commissioner Gryder. Motion carried by a vote of 5:1.

**VII. Review of US Army Corps Engineers Millbrook Bridge Permitting Correspondence**

Director Guritz reported that District is in the final stage of permitting and is also looking at mitigation of impacts to the historic structure and State listed species. There will be a consultants' contact associated with the mitigation of impacts to an historic structure. Director Guritz reported on discussions with the Kendall County Historic Preservation Commission to install an historical marker at the bridge location.

There was discussion on whether there would be an impact if the Village of Millbrook does not sign-off on the permit Memorandum of Understanding.

Director Guritz remarked that the Army Corps of Engineers would likely adjust the permit and document accordingly. The Army Corps of Engineers remarked that if any portion of the

bridge remains intact, the party accepting that portion of the bridge would be responsible for maintaining it.

**VIII. Review and Discussion of Phase II and Phase III Proposals from HLR Engineering for the Development of Bid Specifications and Construction Management for the Demolition of Millbrook Bridge**

Director Guritz reported that the HLR engineering proposal was last presented back in March. There are no changes in the final proposal; the only initial change was to the timeframe for demolition. Phase II costs will provide the bid specifications and Phase III costs are associated with construction management services. The Committee of the Whole discussed timing for presentation to Commission.

Commissioner Gryder made a motion to forward the HLR Phase II and Phase III proposal for the development of bid specifications and construction management services for the demolition of the Millbrook Bridge to the first Commission meeting in September. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

**IX. Pickerill-Pigott Forest Preserve Master Plan – Review of Public Hearing Minutes, Final Master Draft and Phase Cost Estimations**

Director Guritz presented the OSLAD resolution draft. OSLAD will cover half of the Phase I master plan project costs. Phase I includes development of an entry drive, parking lot with ADA access, picnic shelter, and initial trail improvements. The required matching funds will come out of the District's capital budget.

Commissioner Hendrix remarked that a low growing turf grass may be more cost efficient to decrease mowing needs.

The Committee discussed various details for possible inclusion within the bid specifications.

Commissioner Gryder made a motion to forward the Pickerill-Pigott Forest Preserve Master Plan Final and phased cost estimates to Commission for approval. Seconded by Commissioner Hendrix. Aye, all. Opposed, none.

**NEW BUSINESS**

**X. Review of an Authorization to Apply for OSLAD Funding for Phase I Public Access Improvements at Pickerill-Pigott Forest Preserve**

Commissioner Gryder made a motion to forward the resolution of authorization to apply for OSLAD funding for Phase I public access improvements at Pickerill-Pigott Forest Preserve to Commission for approval. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.



**XI. Yorkville Athletic Association – Review of a Request to Complete Improvements at the Hoover Ball Field**

Commissioner Flowers reported that the Operations Committee reviewed and discussed the requests for the Yorkville Athletic Association. It was recommended to allow the improvement requests numbered 1,2, and 4, and to deny 3, and 5.

Commissioner Gryder asked whether there were recent issues with the respect use of the field at Hoover Forest Preserve.

President Gilmour remarked that past issues were addressed with the Yorkville Athletic Association, and there have been improvements.

Director Guritz remarked there have been improvements on cleaning up after practices and games, and leaving the preserve before sunset. Should issues arise again, the contract can amended.

The Committee discussed alternatives to sponsorship recognition.

Commissioner Davidson made a motion to forward the YAA-Yorkville Fury requests for improvements for the Hoover Ball Field, with a recommendation for approval of item numbers 1, 2, and 4, with direction to discuss possible alternatives for sponsor recognition. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

**XII. Sunrise Center North – Review of Terms for Renewal of a 3 –Year License Agreement**

Director Guritz reported on the recommendation from the Operations Committee to increase the rental price yearly in years two and three. A letter from Sunrise Center was received, presenting their reasoning and request that the monthly license fee remain unchanged. This agenda item will be presented again to the Operations Committee with a counter offer from Sunrise Center.

**XIII. Review of Fall 2018 Public Program Offerings, Fees and Charges**

Director Guritz presented the fall 2018 public program offerings, fee and charges.

Commissioner Gryder made a motion to forward the fall 2018 public program offerings, fees and charges to Commission for approval. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.



**XIV. Procurement Card Request for Stephanie Wiencke, Natural Beginnings Program Manger**

Director Guritz reported on the need to issue a procurement card to Stephanie Wiencke, Natural Beginnings Program Manager.

Commissioner Gryder made a motion to forward the request for a procurement card for Stephanie Wiencke, Natural Beginnings Program Manager to Commission for approval. Seconded by Commissioner Hendrix. Aye, all. Opposed, none.

The Committee went into recess from 6:43 pm and returned at 6:46 pm.

**XV. Review of a Second Proposal from Blood Hound Private Locators for the Inspection of the Lift Station Sanitary Sewer Intake Pipe at Hoover Forest Preserve**

Director Guritz reported that a second proposal was received from Blood Hound Private Utility Locators for the inspection of the lift station sanitary sewer intake pipe at Hoover Forest Preserve. The Committee discussed the need to complete a second inspection that was recommended for approval by the Finance Committee.

Commissioner Hendrix made a motion to forward the second proposal from Blood Hound Private Utility Locators for the inspection of the lift station sanitary sewer intake pipe at Hoover Forest Preserve to Commission for approval. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

**XVI. Hoover Rail Crossing Improvement Project Updates**

Director Guritz reported that ComEd is requesting an easement for a service line that will provide power to the crossing gate control house with a new meter. The estimate per District ordinance is \$40,000. A separate easement request from OmniTRAX is estimated at \$2,000. The FWHA grant will likely limit the total allowable charges for the easements that will be examined first prior to negotiating and presenting final costs for approval. The District will receive funding from both easement agreements, and will be charged the negotiated amount for the crossing agreement.

Commissioner Hendrix remarked that if there are gates then that area can be a no train horn zone.

The Committee discussed the limitations of creating a quiet track zone at Hoover Forest Preserve.

**XVII. Baker Woods Forest Preserve – Farm License Agreement Final Bid Packet**

Director Guritz presented the Baker Woods Forest Preserve farm license agreement final bid packet. A final contract will be brought to the board. The bid opening is scheduled for September 7, 2018 at 12:15 pm.

**XVIII. Executive Session**

None.

**XIX. Other Items of Business**

Director Guritz reported there was an article published on the Illinois Clean Energy Community Foundation grants the Forest Foundation received. A sponsorship packet to raise the 3:1 grant-match was approved by the Forest Foundation.

The Committee discussed the increase in program participation in the Natural Beginnings program.

Director Guritz reported the lot-line grading work at Henneberry Forest Preserve is complete, and work has begun on the Hobbit Tunnel at Hoover Forest Preserve.

A summary of action items was presented.

**XX. Citizens to be Heard**

There were no citizens in attendance.

**XXI. Adjournment**

Commissioner Hendrix made a motion to adjourn. Seconded by Commissioner Flowers. Aye, all. Meeting adjourned at 7:05 pm.

Respectfully submitted,

David Guritz  
Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMISSION MEETING MINUTES  
AUGUST 21, 2018**

**I. Call to Order**

President Gilmour called the meeting to order at 12:02 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**

	Cullick	X	Gryder
X	Davidson	X	Hendrix
	Flowers	X	Kellogg
X	Gilmour	X	Prochaska
	Giles	X	Purcell (entered the meeting at 12:05 pm)

Commissioners Davidson, Gryder, Hendrix, Kellogg, Prochaska, and Gilmour all were present. Commissioner Purcell entered the meeting at 12:05 pm.

**V. Approval of Agenda**

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

Commissioner Gryder made a motion to correct the date of the Operations Committee minutes from August 8, 2018 to August 1, 2018. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

**VI. Citizens to Be Heard**

None.

**VII. Approval of Claims in an Amount Not-to-Exceed \$23,749.45**

Commissioner Hendrix made a motion to approve claims in an amount not-to-exceed \$23,749.45. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

Motion: Commissioner Hendrix					
Second: Commissioner Gryder					
<b>Roll call: Claims Not-to-Exceed \$23,749.45</b>					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		Cullick	X		Gryder
X		Davidson	X		Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour			Purcell
Motion unanimously approved.					

**VIII. Approval of Minutes**

- **Kendall County Forest Preserve District Commission Meeting of August 7, 2018**
  - **Kendall County Forest Preserve District Operations Committee Meeting of August 1, 2018**
- Commissioner Davidson made a motion to approve the Commission meeting minutes of August 7, 2018, and the Operations Committee meeting minutes if August 1, 2018. Seconded by Commissioner Hendrix. Aye, all. Opposed, none.

Commissioner Purcell entered the meeting room at 12:05 pm.

**OLD BUSINESS**

**IX. MOTION: Approval of the Master Plan for Pickerill-Pigott Forest Preserve**

Commissioner Davidson asked for an expected completion date for the different phases.

Director Guritz remarked that the Phase I completion time is dependent on the OSLAD grant.

Commissioner Purcell asked how the remainder of the Phase I will be funded and how that will affect the process of opening other preserves.

Director Guritz remarked that sufficient capital funding remains to open Fox River Bluffs (RTP grant pending), Little Rock Creek, Pickerill-Pigott and possibly Henneberry Forest Preserves. Capital funds are also available to address Millbrook Bridge.

Commissioner Hendrix asked if about specifications of Phase I.

Director Guritz responded the grant only includes contractor estimates. Specifications will be developed if the District receives OSLAD funding.

Motion: Commissioner Hendrix  
 Second: Commissioner Prochaska

**Roll call: Master Plan for Pickerill-Pigott Forest Preserve**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		Cullick	X		Gryder
X		Davidson	X		Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour		X	Purcell

Motion carried by a vote of 6:1.

**NEW BUSINESS**

**X. MOTION: Approval of an Illinois Department of Natural Resources Resolution of Authorization for Participation in the FY 19 Open Space Land Acquisition and Development (OSLAD) Grant Program for Completion of Phase I Master Plan Improvements for Pickerill-Pigott Forest Preserve**

Commissioner Purcell asked when the District will know the awarding of the grant.

Director Guritz responded that the State did not give an estimated timeline for announcement of awards. The earliest possible notice would be early November. There will likely be significant competition for the funds available.

Commissioner Purcell asked how long the District will have once the grant would be awarded to complete the Phase I project.

Director Guritz responded the District will have three years. Phase I is expected to be completed in this time frame.

Motion: Commissioner Hendrix  
 Second: Commissioner Gryder

**Roll call: OSLAD Resolution**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		Cullick	X		Gryder
	X	Davidson	X		Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour		X	Purcell

Motion passage uncertain per Rules of Order interpretation, which was not defined by the SAO, by a vote of 5:2.

Commission discussed interpretation of the Rules of Order.

Commissioner Davidson made a motion to reconsider. Seconded by Commissioner Prochaska.

Motion: Commissioner Davidson  
 Second: Commissioner Prochaska

**Roll call: Motion to Reconsider**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		Cullick	X		Gryder
X		Davidson	X		Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour		X	Purcell

Motion carried by a vote of 6:1.

Motion: Commissioner Davidson  
 Second: Commissioner Prochaska

**Roll call: OSLAD Resolution**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		Cullick	X		Gryder
X		Davidson	X		Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour		X	Purcell

Motion carried by a vote of 6:1.

**XI. MOTION: Approval of a Request from the Yorkville Athletic Association – Yorkville Fury to Install Backstop and Players’ Bench Fencing, Players’ Bench Shade Tarps, and Foul Lines at the Hoover Forest Preserve Baseball Field in Accordance with the Terms and Provisions of the Athletic Field License Agreement**

Director Guritz reported that the requests were discussed at Operations Committee and Committee of the Whole meetings. The motion was created based on the directions received, and stated in the packet.

Motion: Commissioner Prochaska  
 Second: Commissioner Davidson

**Roll call: Hoover Ball Field Improvements**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		Cullick	X		Gryder
X		Davidson	X		Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour	X		Purcell

Motion unanimously approved.

**XII. MOTION: Approval of a Proposal from Golden Seal Heating and Air Conditioning of St. Charles, Illinois for the Removal and Replacement of Two-Ton Air Conditioners at Ellis House and Equestrian Center for an Amount Not-to-Exceed \$7,245.00**

Commissioner Davidson proposed the idea of Meadowhawk Lodge becoming the main wedding event spot with a tent.

President Gilmour redirected the discussion to the agenda item.

Commissioner Prochaska made a motion to postpone consideration of the agenda item to the next Commission meeting. Seconded by Commissioner Hendrix.

Commissioner Hendrix remarked that this is an area that is making a profit.

Commission discussed the cost to upkeep the building and facility.

Motion: Commissioner Prochaska  
 Second: Commissioner Hendrix

**Roll call: Postpone Agenda Item XII**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		Cullick		X	Gryder
X		Davidson		X	Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
	X	Gilmour		X	Purcell

Motion failed by a vote of 3:4.

Motion: Commissioner Hendrix  
 Second: Commissioner Prochaska

**Roll call: Proposal from Golden Seal Heating and Air Conditioning**

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
		Cullick		X	Gryder
	X	Davidson	X		Hendrix
		Flowers		X	Kellogg
		Giles	X		Prochaska
X		Gilmour		X	Purcell

Motion failed by a vote of 3:4.

**XIII. MOTION: Approval of the Kendall County Forest Preserve District’s 2018 Fall Public Programs, Fees, and Charges**

Commissioner Purcell left the meeting room at 12:38 pm.

Motion: Commissioner Hendrix					
Second: Commissioner Gryder					
<b>Roll call: Hoover Ball Field Improvements</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
		Cullick	X		Gryder
X		Davidson	X		Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour			Purcell
Motion unanimously approved.					

**XIV. MOTION: Authorizing the Kendall County Treasurer’s Office to Issue a Procurement Credit Card to Stefanie Wiencke, Natural Beginnings Program Manager with a Single-Purchase Limit of \$100 and a Monthly Combined Purchase Limit of \$500**

Director Guritz remarked that Stefanie Wiencke is the new Natural Beginnings Program Manager. The request will replace the previous manager’s card.

Motion: Commissioner Hendrix					
Second: Commissioner Gryder					
<b>Roll call: Procurement Card to Stefanie Wiencke</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
		Cullick	X		Gryder
X		Davidson	X		Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour			Purcell
Motion unanimously approved.					

**XV. MOTION: Approval of a Proposal from Blood Hound, LLC of Browning, Indiana for the Inspection of the Lift Station Sewer Intake Pipe at Hoover Forest Preserve in the Amount of \$1,550.00**

Commissioner Davidson asked why the District is using a company from Indiana.

Director Guritz remarked that USIC no longer provides private utility locating services, with Blood Hound LLC recommended by USIC.



Motion: Commissioner Hendrix					
Second: Commissioner Prochaska					
<b>Roll call: Hoover Ball Field Improvements</b>					
<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>
		Cullick	X		Gryder
X		Davidson	X		Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour			Purcell
Motion unanimously approved.					

**XVI. Executive Session**

None.

**XVII. Other Items of Business**

Director Guritz reported there was a work day for the Y115 girls' volleyball program with about 100 student-athletes participating. The work day focused on the Native American Village program area, Butterfly Garden, and Hobbit Tunnel planting with sedges.

Director Guritz reported on his attendance at a Village of Minooka public hearing to reivew the development plans for the McDaniel's property and parcels to the east.

Director Guritz reported the District is out to bid for a three year farm license agreement for Baker Woods Forest Preserve. There will be a final survivorship tree survey for the Henneberry Forest Preserve restoration project.

**XVIII. Citizens to Be Heard**

None.

**XIX. Adjournment**

Commissioner Hendrix made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 12:45 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Golden Seal Heating and Air Conditioning – Reconsideration of a Motion to Purchase Two 2-Ton Air Conditioning Units for a Cost Not-to-Exceed \$7,245.00

Date: September 4, 2018

During the Commission meeting of August 21, 2018, the motion to approve the proposal received from Golden Seal Heating and Air Conditioning of St. Charles, Illinois failed by a vote of 3:4, with Commissioners Gryder, Kellogg, Davidson and Purcell casting no votes.

Ellis Farm Manager, Marty Vick reported that an emergency service call was placed on June 30, 2018 when one of two original air conditioners failed during a wedding event.

Two proposals for the replacement units were received and presented to the Finance Committee at the August 15, 2018 meeting, with a recommendation to forward the proposal received from Golden Seal Heating and Air Conditioning of St. Charles to the Committee of the Whole for review and discussion. The Committee of the Whole discussed the proposal, which was forwarded for consideration on the August 21, 2018 Commission meeting.

Following the August 21 Commission meeting, informal discussions were held to determine how to respond in the event of another system failure. While the current original air conditioners have been temporarily repaired, the units are well past their useful life, and will fail again, which would result in additional maintenance costs.

At the request of President Gilmour, the item was placed on the September 4, 2018 meeting agenda to provide an opportunity to revisit and reconsider the proposal.

Jim Raethz, Golden Seal Heating and Air Conditioning Commercial Account Manager, has confirmed that the proposal cost remains at the original quoted price of \$7,245.00 which represents removal and disposal of the existing units, replacement of one 2-ton A/C condenser and evaporator coil, and a second 2-ton A/C condenser and air handler unit. The cost includes installation of two smart Wi-Fi thermostats for remote control and monitoring of building temperature within the replacement A/C zones.

Recommendation:

Reconsider and approve a proposal from Golden Seal Heating and Air Conditioning of St. Charles, Illinois for the removal and replacement of two two-ton air conditioners at Ellis House and Equestrian Center for an amount not-to-exceed \$7,245.00

Mr. Marshall Vick  
Ellis House & Equestrian Center  
3986 McKanna Road  
Minooka, IL 60447  
August 13<sup>th</sup>, 2018



Reference: Replacement of 1<sup>st</sup> and 2<sup>nd</sup> floor A/C units

Dear Mr. Vick,

Pursuant to your request, Golden Seal is pleased to propose these replacement options at the above referenced project. Our services will include the following. We will be replacing a Carrier 2 ton A/C condenser and evaporator coil for the 2<sup>nd</sup> floor area. We will also replace a 2 ton A/C condenser and air handler unit for the 1<sup>st</sup> floor.

- New Lennox 13ACXN condensers will be utilized for both the 1<sup>st</sup> and 2<sup>nd</sup> floor areas.
- A new Lennox CBX25UH024 air handler will be utilized for the 1<sup>st</sup> floor.
- A new Lennox CH3325B horizontal evaporator coil will be utilized for the 2<sup>nd</sup> floor A/C.
- Labor to install both systems to be performed by NATE certified technicians.

Excluded are any additional repairs needed. Any additional repairs required outside of the above mentioned, will be billed on a time and material basis.

The base HVAC price for the above services to be performed prior to normal working hours is **\$6,749**

All work to be performed during normal working hours in a craftsman-like manner and in compliance with the currently-adopted International Mechanical Code. **The work will be billable in full and payable upon completion.**

Optional equipment installed (not included in price above):

- Furnish and install germicidal UV light - **\$789 each system**
- Furnish and install smart Wi-Fi thermostat - **\$248 each system**

Thank you for allowing Golden Seal the opportunity to submit this proposal. If you have any questions, regarding this proposal please do not hesitate to call me at (630) 570-1651.

SUBMITTED BY:

ACCEPTED BY:

Golden Seal Heating and A/C

\_\_\_\_\_  
Jim Raethz  
Commercial Account Manager  
Date submitted: 8/13/2018

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date accepted: \_\_\_\_\_

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Approval of a 2018-2019 Pre-Paid Propane Contract from GRAINCO FS, Inc. of Morris, Illinois

Date: September 4, 2018

The District has received a proposal from GRAINCO FS, Inc. for a pre-paid propane supply for winter 18-19. The contract includes filling at both Harris Forest Preserve and Ellis House and Equestrian Center.

Cost per gallon will be \$1.349 per gallon for an estimated 3-year average use of 3,242 gallons.

Recommendation:

Consider a motion to approve the GRAINCO FS, Inc. pre-paid propane contract for an amount not to exceed \$4,373.46.



# Propane GRAINCO FS, Inc., Propane Dept.

2295 Illinois 47 Morris IL, 60450 Phone: (866) 990-FSLP (3757) Fax: (815)942-1805

Kendall Forest-Ellis  
110 W. Madison Street  
Yorkville, IL 60560

Account 1341197  
Contract Number PP062019

It is time to start planning for the 2018-19 home heating season. GRAINCO FS, Inc. offers a price protection program designed to guarantee your price for a specified number of gallons or until May 31<sup>st</sup>, 2019, whichever comes first. Please review the program listed below and the **Terms & Conditions** listed on page 3 and return your response by **June 25, 2018**. We now have the ability to email your propane invoices after a delivery. If you would like to take advantage of this service, include your email address below. If you have any questions regarding these programs or other propane related issues, you may call the Morris Propane office at 1-866-990-FSLP (3757). Thank you for your business; it is a pleasure to serve you!

### PLAN 2: PREPAY CONTRACTING

For those of you who would like additional savings, we offer a Prepay Plan which saves you an additional .10c per gallon. To participate in this program, your estimated gallons must be paid in full when you return the signature slip. Once enrolled in PLAN 2 you are locked into this program until all your contracted gallons have been delivered (or May 31<sup>st</sup>, 2019 whichever comes first). Any additional gallons you may need will be delivered according to your normal non-contract account terms, and the price will be at the current market rate. Your contract gallons will be delivered between September 1<sup>st</sup> and May 31<sup>st</sup>, **unless you choose to take delivery of contract gallons during the summer**. Your Prepay Plan payment will include your estimated sales tax, and will be shown on your monthly statement. **Any remaining balance due on your May 2018 statement must be paid in full in order to be eligible for the 2018-2019 contract.**

- Your estimated use is 3242 gallons.
- Your total payment due is \$4373.46 Your total payment due with credit card is \$4535.56
- Your guaranteed PrePay price is \$1.349
- Your guaranteed PrePay price with credit card is \$1.399 (please call with credit card information)
- Please call our office for summer rates.

Please cut below the line and return the signature portion with your full contract payment in the enclosed envelope.

By signing below you agree to comply with the Terms & Conditions on Page 3.

PLAN 2 - I would like to be included in the Prepay Plan. Fill my tank at the summer rates and invoice me separately.

PLAN 2 - I would like to be included in the Prepay Plan. I do NOT want my tank filled at the summer rates and prefer all my deliveries to be on my contract.

**If you do not want a contract please disregard this letter.**

ESTIMATED CONTRACT GALLONS 3242  
Contract Number PP062019

**Your payment must be included with your signed contract.**

Name: Kendall Forest - Ellis

Account #: 1341197

Signed: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone#: \_\_\_\_\_



## TERMS & CONDITIONS:

The GRAINCO FS, Inc. Budget Billing Plan (BBP) and Prepay Plan (PP) contract plans are administered under the following terms & conditions:

1. Contract gallons will be delivered between September 1<sup>st</sup>, 2018 and May 31<sup>st</sup>, 2019. **Propane delivered between June 1<sup>st</sup>, 2018, and August 30<sup>th</sup>, 2018 (Summer Rates) is not part of your contract, and must be paid separately according to your normal non-contract account terms, unless you choose not to be filled at the summer rates and elect to take delivery of contract gallons in the summer.**
2. These programs are only offered to active accounts with approved credit and no past-due balance. Contracts will become effective upon receipt of the signed return slip.
3. The Budget Billing Plan allows you to budget expected heating costs by making 11 equal monthly payments. **Missed payments will be subject to a finance charge of 1.8% monthly (21.6% annual percentage rate).** A final payment may be due in June if there is any balance remaining after your May payment. **Any credit balance remaining on your account at the end of the contract term will be used to lower your monthly payments or your pre-payment amount for the following year.** A current contract can only be cancelled at the discretion of GRAINCO FS, Inc., and will remain in effect until all contract terms have been met.
4. If **two** payments are missed, we reserve the right to cancel this agreement. Unpaid balances will be due immediately and are subject to a **finance charge of 1.8% monthly (21.6% annual percentage rate)**. If canceled, deliveries for the remainder of the contract term will be billed at the current market price, but **not** less than the contracted price, and will be due according to your normal non-contract account terms.
5. In order to receive the guaranteed price protection, patron's entire account balance must be within the payment terms as established by the GRAINCO FS, Inc. Board of Directors.
6. The number of gallons used to calculate your usage is an **estimate** based on your purchase history. There is a minimum purchase requirement of 500 gallons. The Budget Billing Plan monthly payment is: fixed price per gallon x estimated gallons + estimated tax = Total cost divided by 11 months = monthly payment. The PrePay Plan payment is: fixed price per gallon x estimated gallons + estimated tax = Total cost. Weather conditions and changes in your heating habits or needs, will cause your usage to increase or decrease. **We cannot guarantee that our estimate will reflect your actual usage.** Any gallons delivered over and above your contracted gallons must be paid according to your normal non-contract account terms. **Gallons above and beyond the contracted amount will be billed in the Regular account at the current market price.**
7. All Guaranteed Price programs for the 2018-19 heating season expire on May 31<sup>st</sup>, 2019 or when the contracted gallons have been delivered, whichever comes first. **Additional gallons will be billed at the current market price at the time of delivery, and payment is due according to your normal non-contract account terms.**
8. At the beginning of the contract season, patrons do have the right to adjust their contracted gallons with reasonable limitations. GRAINCO FS, Inc. is only giving an estimation of gallons. If you choose to alter your contract gallons your payment amount will be adjusted accordingly, and a new contract will be issued.
9. The Budget Billing Plan and the Prepay Plan programs are product pricing programs only; they are not delivery guarantee programs. GRAINCO FS, Inc. reserves the right to allocate product in the case of shortages or pipeline allocations, and we cannot guarantee the availability of product when outside forces such as natural disasters, shortages or other circumstances beyond our control affect product availability.
10. A statement of your account(s) will be sent each month. **If you have chosen the Budget Billing Plan, your statement will show your monthly payment amount as your payment due.** Additionally, you may provide us with your email address if you would like your individual LP invoices emailed to you.
11. These programs are offered as a convenience program for the benefit of our patrons. Prepayments and credit balances do not earn interest.

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Hoover Forest Preserve – Meadowhawk Lodge Geothermal System Preventative Maintenance Contract

Date: September 4, 2018

During the Finance Committee meeting on August 30, 2018, the Committee reviewed a proposal for renewal of the preventative maintenance agreement from Artlip & Sons, Inc. for the geothermal heating and cooling system for Meadowhawk Lodge. The Committee made a motion to forward the proposal to Commission for approval.

The cost remains unchanged from the previously approved 17-18 agreement.

Recommendation

District staff recommends Commission approval of the Artlip & Sons, Inc. of Aurora, Illinois proposal for annual preventative maintenance in the amount of \$1,827.00.



**ARTLIP and SONS, Inc.**

230 South Broadway  
Aurora, Illinois 60505  
(630) 896-1560  
Fax (630) 896-1198  
www.artlipandsons.com

**PROPOSAL**  
SPECIFICATIONS AND ESTIMATE

NO. E- 25011

PAGE NO. OF PAGES

ATTN: Dave

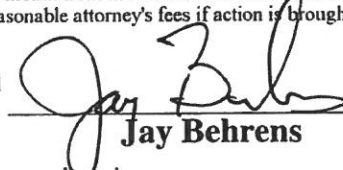
PROPOSAL SUBMITTED TO Kendall County Forest Preserve		PHONE 630-553-4252	FAX	DATE 4/16/18
STREET 110 West Madison		JOB NAME Planned Maintenance		
CITY, STATE, AND ZIP CODE Yorkville, Ill. 60560		JOB LOCATION Hoover Forest Preserve- 11285 W. Fox Road		
ARCHITECT/ENGINEER	DATE OF PLANS	Yorkville, Ill. 60560	JOB PHONE	

**We hereby propose to furnish materials and labor necessary for the completion of:**

In the Spring we will perform our cooling maintenance, cleaning and operations checks on you (5) Geo-Thermal heat pumps. We will also perform maintenance on all pumps at this time. In the Fall we will change the system over and check all operations. The filters will be changed during each inspection and will be supplied by us.  
Materials and Labor- \$1,827.00/Per Year

**WE PROPOSE** hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:  
One Thousand Eight Hundred Twenty Seven and -----00/100 ----- dollars (\$ 1,827.00 ).

Payment to be made as follows:  
Any amount due under this agreement which is not paid when due shall bear interest at the rate of 1-1/2 percent per month from the date such amount was due until paid upon acceptance of this proposal. In the case of default in meeting terms of payment, owner agrees to pay all costs and reasonable attorney's fees if action is brought to collect the amount due upon acceptance of this proposal.  
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature  **Jay Behrens**

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL** The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  
Date of Acceptance: \_\_\_\_\_ Signature \_\_\_\_\_  
Signature \_\_\_\_\_



To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Hampton, Lenzini and Renwick, Inc. Phase II and Phase III Proposal for the Engineering Design and Construction Management Services

Date: September 4, 2018

In March, 2018, the District received a Phase II (Design Phase) and Phase III (Construction Services) proposal from HLR Engineering for the demolition of Millbrook Bridge.

The proposal was revisited by the Committee of the Whole at the August 15, 2018 meeting, with a recommendation to forward the proposal to Commission for approval.

The Phase II and Phase III proposal will provide the engineering services necessary to develop the bid specifications and extend the construction management services for the bridge demolition project.

The District anticipates receiving the final Memorandum of Understanding for permitting in late September.

The US Army Corps of Engineers has sent an updated request for final comments regarding mitigation efforts with respect to impacts to an historic structure, with a deadline of September 7, 2018. There is a requirement listed in the draft Memorandum of Understanding to complete and submit a Level III HABS/HAER documentation study (*Historic American Buildings Survey/Historic American Engineering Record*) of Millbrook Bridge, with a proposal to complete this requirement presented for Commission consideration following the issuance of permit.

The District will also work with the Kendall County Historic Preservation Commission and Village of Millbrook to memorialize the structure following demolition with the installation of a permanent Illinois State Historic Society marker.

#### Recommendation

Consider a motion to approve a proposal from Hampton, Lenzini and Renwick, Inc. of Elgin, Illinois for the development of the construction plan and bid specifications (Phase II) for an amount not-to-exceed \$22,000.00, and construction management services (Phase III) for an amount not-to-exceed \$54,600.00 for the demolition of Millbrook Bridge, for a Phase II and Phase III total contract sum of \$76,600.00.



## Hampton, Lenzini and Renwick, Inc.

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

March 13, 2018

Mr. Dave Guritz, Director  
Kendall County Forest Preserve District  
[dguritz@co.kendall.il.us](mailto:dguritz@co.kendall.il.us)

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

Dear Mr. Guritz:

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

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

### SCOPE OF SERVICES: PHASE II

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

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

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

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

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

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

Mr. Dave Guritz, Director  
Kendall County Forest Preserve District  
March 13, 2018  
Page 2 of 7

### **SCOPE OF SERVICES: PHASE III**

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

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

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

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

### **RESPONSIBILITIES OF CLIENT**

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

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

### **Information Provided by Others**

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

### **COMPENSATION**

#### **Billing Terms**

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

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

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

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

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

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

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

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

#### **Payment Terms**

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

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

## **GENERAL TERMS AND CONDITIONS**

### **Assignment**

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

### **Certification**

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

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

### **Defects in Service**

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

### **Drug-Free Workplace.**

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

### **Entire Agreement**

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

### **Governing Law and Jurisdiction**

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

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

### **Indemnification**

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

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

### **Independent Contractor**

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

### **Insurance**

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

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

### **Non-Discrimination**

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

### **Right of Entry**

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

### **Severability**

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

### **Standard of Care**

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



### **Suspension of Services**

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

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

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

### **Termination**

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

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

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

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

### **Third-Party Beneficiaries**

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

### **Unauthorized Changes**

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

Mr. Dave Guritz, Director  
Kendall County Forest Preserve District  
March 13, 2018  
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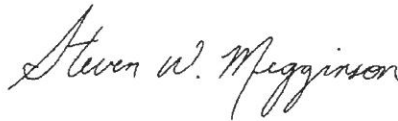
In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

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

Yours truly,

**HAMPTON, LENZINI AND RENWICK, INC.**

By:



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

Enclosure

**ACCEPTANCE**

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

By \_\_\_\_\_

\_\_\_\_\_ Date

**ATTEST:**

By \_\_\_\_\_