

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
137 190816	SHAW MEDIA	03/2016	JOB ADS	04/28/16	27020006200	OFFICE SUPPLIES & POSTAGE	145.72 145.72*
138 092010	IL DEPT OF AGRICULTURE	2016	HERBICIDE LIC - SMRZ	04/28/16	27020006203	DUES/MEMBERSHIPS	15.00 15.00*
139 030794	CHAMPION ENERGY, LLC.	03/31/16	HARRIS	04/28/16	27020006351	ELECTRIC	34.74
140 030794	CHAMPION ENERGY, LLC.	3/31/16	HARRIS ARENA	04/28/16	27020006351	ELECTRIC	4.03
141 031510	COMMONWEALTH EDISON	06/06/16	JAY WOODS	04/28/16	27020006351	ELECTRIC	29.64 68.41*

FOREST PRESERVE EXPENDITURE

frmPrtClaim	Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist	Amount
142	190816	SHAW MEDIA	03/2016	E-MAIL BLAST	04/28/16	27020006843	PROMOTION/PUBLICITY	bantrim	1,099.00
143	190563	SERVICE SANITATION, INC	7147983-85	PORTABLE RESTROOMS	04/28/16	27020006847	REFUSE PICKUP	bantrim	1,099.00*
									215.88
									215.88*
ELLIS HOUSE									1,544.01*
144	010452	ADS, INC	04/30/16-2	MAY-JUL ALARM SYSTEM	04/28/16	27021007076	UTILITIES - ELLIS HOUSE	** bantrim	274.05
145	265084	MARTY VICK	04/07/16	TONER CARTRIDGES	04/28/16	27021007077	OFFICE SUPPLIES & POSTAGE	bantrim	274.05*
146	031216	CLEAN-TECH OF IL INC.	21407	HOUSE CLEANING	04/28/16	27021007080	GROUND & MAINT - ELLIS H	bantrim	208.97
147	130506	MENARDS	41316	MURPHY OIL,BATH TISS	04/28/16	27021007080	GROUND & MAINT - ELLIS H	bantrim	208.97*
148	130506	MENARDS	41221	HOUSE SUPPLIES	04/28/16	27021007080	GROUND & MAINT - ELLIS H	bantrim	230.00
149	130506	MENARDS	42187	ELLIS HOUSE SUPPLIES	04/28/16	27021007080	GROUND & MAINT - ELLIS H	** bantrim	18.47
150	130506	MENARDS	36906	MISC. HOUSE SUPPLIES	04/28/16	27021007080	GROUND & MAINT - ELLIS H	bantrim	27.43
									59.93
									38.25
									374.08*
ELLIS BARN									857.10*
151	010452	ADS, INC	04/30/16-2	MAY-JUL ALARM SYSTEM	04/28/16	27021017076	UTILITIES - ELLIS BARN	** bantrim	274.05
152	130506	MENARDS	41221	BARN SUPPLIES	04/28/16	27021017080	GROUND & MAINT - ELLIS B	** bantrim	274.05*
									3.68
									3.68*
ELLIS RIDING LESSONS									277.73*
153	101297	JOHN DEERE FINANCIAL	04/01/16	LIVESTOCK SUPPLIES	04/28/16	27021117082	ANIMAL CARE & SUPPLIES -	bantrim	172.53
									172.53*
ELLIS WEDDINGS									172.53*
154	051950	RHONDA ERIO	03-19-16	BABY SHOWER SEC DEP	04/28/16	27021207088	ELLIS SECURITY DEPOSIT RE	bantrim	125.00
155	130250	VICKI MATTHIES	APR 17 2016	SEC DEP REFUND-SHOWE	04/28/16	27021207088	ELLIS SECURITY DEPOSIT RE	bantrim	125.00
156	201870	MATTY TRUJILLO	APR 16 2017	SEC DEP REFUND-SHOWE	04/28/16	27021207088	ELLIS SECURITY DEPOSIT RE	bantrim	125.00
									375.00*
157	021048	BLUE PEAK TENTS	106364	MAY 2016 TENT LEASE	04/28/16	27021207089	EVENT TENT LEASE - ELLIS	bantrim	2,900.00
									2,900.00*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist	Amount
HOOPER								
158	140937	NICOR	HO HOUSE	04/28/16	27022006860	HOOPER - GAS		26.73
159	140937	NICOR	HO MAINT BLDG	04/28/16	27022006860	HOOPER - GAS		35.35
160	140937	NICOR	MEADOWHAWK	04/28/16	27022006860	HOOPER - GAS		12.36
161	140937	NICOR	HO BASE HOUSE	04/28/16	27022006860	HOOPER - GAS		3.05
162	140937	NICOR	MOONSEED	04/28/16	27022006860	HOOPER - GAS		30.84
163	140937	NICOR	ROOKERY BUILDING	04/28/16	27022006860	HOOPER - GAS		56.50
164	140937	NICOR	BLAZING STAR	04/28/16	27022006860	HOOPER - GAS		26.58
165	140937	NICOR	KINGFISHER	04/28/16	27022006860	HOOPER - GAS		46.48
								3,275.00*
166	031510	COMMONWEALTH EDISON	HO HOUSE	04/28/16	27022006861	HOOPER - ELECTRIC		39.30
167	031510	COMMONWEALTH EDISON	HO BATHHOUSE	04/28/16	27022006861	HOOPER - ELECTRIC		99.01
168	031510	COMMONWEALTH EDISON	HO MULTIPLE	04/28/16	27022006861	HOOPER - ELECTRIC		565.75
								704.06*
169	092050	ILLINOIS STATE TOLL HWY AUTH	TOLL-HERBICIDE CLASS	04/28/16	27022006863	HOOPER - SHOP SUPPLIES		5.30
								5.30*
170	142180	DEBBIE NUTTLE	RESERVATION-REFUND	04/28/16	27022007088	HOOPER SECURITY DEPOSIT R		100.00
								100.00*
								1,047.25*
ENV ED SCHOOL								
171	041511	EMILY DOMBROWSKI	SCHOOL PROGRAM SUPPL	04/28/16	27023016849	ENV EDUC - SCHOOL PROG EX		24.02
								24.02*
ENV ED NATURAL BEGINNINGS								
172	011204	ALBERTSON'S	NAT'L BEGINNING SUPP	04/28/16	27023036849	ENV EDUC - NATURAL BEGINN		10.26
								10.26*
ENV ED OTHER PUBLIC PROGRAMS								
173	011204	ALBERTSON'S	PROGRAM SUPPLIES	04/28/16	27023046849	ENV EDUC - OTHER PUBLIC P		12.45
								12.45*
ENV ED OTHER								
174	030132	SAL CAMACHO	NATIVE AMERICAN PROG	04/28/16	27023066849	ENV EDUC - OTHER EXP (CON		250.00
								250.00*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
Grounds & Natural Resources							
175 030540	CENTRAL LIMESTONE CO INC	7988	GRAVEL - PRESERVES	04/28/16	27025006837	PRESERVE IMPROV - GR & NA	173.29
176 140937	NICOR	04/12/16	HARRIS	04/28/16	27025006848	GAS - GROUNDS & NATURAL R	113.58
177 010394	ACTION GRAPHIX LTD	5707R	FISHING SIGNS	04/28/16	27025007089	SUPPLIES - SHOP	113.58*
Total ENV ED OTHER							250.00*
Total Grounds & Natural Resources							374.87*

bantrim
bantrim
bantrim

217 230915	FP BOND PROCEEDS 2007	07-5205-05	MEADOWHAWK CANOPY	04/28/16	95020006850	PROJECT FUND EXPENSES	12,330.00	bantrim
							12,330.00*	
						Total FP BOND PROCEEDS 2007	12,330.00*	

Forest Preserve Grand Total \$20,175.22

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

APRIL 19, 2016

I. Call to Order

President Wehrli called the meeting to order at 9:00 am 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

Commissioners Cullick, Davidson, Flowers, Gilmour, Gryder, Koukol, Prochaska, Purcell, Shaw, and Wehrli all were present.

V. Approval of Agenda

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

VI. Citizens to Be Heard

No public comments were offered by those in attendance.

VII. Approval of Claims in an Amount Not-to-Exceed \$23,303.61.

Commissioner Cullick made a motion to approve claims in an amount not-to-exceed \$23,303.61. Seconded by Commissioner Prochaska.

President Wehrli reported that the claims list had been reviewed by the Finance Committee, with a recommendation for approval by Commission. The Finance Committee is in process of reviewing District electric bills.

Roll call: Commissioners Cullick, Davidson, Flowers, Gilmour, Gryder, Koukol, Purcell, Prochaska, Shaw, and Wehrli, aye. Opposed, none. Motion passed unanimously.

VIII. Approval of Minutes

- a. Kendall County Forest Preserve Commission Meeting – April 5, 2016
- b. Kendall County Forest Preserve Programming and Events Committee Meeting – April 6, 2016
- c. Forest Preserve Finance Committee Meeting – April 13, 2016
- d. Kendall County Forest Preserve Committee of the Whole Meeting – April 13, 2016

Commissioner Cullick made a motion to approve the meeting minutes for the Forest Preserve Commission meeting held on April 5, 2016; the Programming and Events Committee meeting held on April 6, 2016; the Finance Committee meeting held on April 13, 2016, and the Committee of the Whole meeting held on April 13, 2016. Seconded by Commissioner Flowers. All, aye. Opposed, none. Motion passed unanimously.

IX. Motion to Approve an Intergovernmental Agreement with the Kendall County Board for Receipt of a Grant of \$6,000 in Kendall County Transportation Alternatives Program (“KC-TAP”) Funding to Construct Multi-Use Trails along the North Side of Route 34 between Oswego, Illinois and Yorkville, Illinois (2016)

Commissioner Cullick made a motion to approve an intergovernmental agreement with the Kendall County Board for receipt of a grant of \$6,000 in Kendall County Transportation Alternatives Program (“KC-TAP”) funding to construct multi-use trails along the north side of Route 34 between Oswego, Illinois and Yorkville, Illinois. Seconded by Commissioner Prochaska.

President Wehrli stated that the grant request was increased to \$6,000 to cover half of the costs of the trail improvement project.

Roll call: Commissioners Cullick, Davidson, Flowers, Gilmour, Gryder, Koukol, Purcell, Prochaska, Shaw, and Wehrli, aye. Opposed, none. Motion passed unanimously.

X. Executive Session

Commissioner Koukol made a motion to enter into 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 Gryder.

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Roll call: Commissioners Cullick, Davidson, Flowers, Gilmour, Gryder, Koukol, Prochaska, Purcell, Shaw and Wehrli, aye. Opposed, none. Executive session called to order at 9:07 am.

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

Regular meeting reconvened at 9:20 am.

XI. Other Items of Business

Director Guritz reported that the proposal from “The Knot” will be presented at the first Commission meeting in May.

XII. Citizens to Be Heard

Todd Milliron of Yorkville expressed concerns regarding letters of resignation from former Ellis House and Equestrian Center volunteers published in the local newspaper.

XIII. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Cullick. Aye, all. Opposed, none. Meeting adjourned at 9:23 am.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

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

APRIL 28, 2016

I. Call to Order

Finance Committee Chair Cullick called the meeting to order at 6:43 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Davidson, Gryder, Wehrli, and Cullick all were present.

III. Approval of Agenda

Commissioner Wehrli made a motion to amend the agenda to move item VIII - Ellis Resident - Grounds Maintenance and Program Assistant Salary Analysis forward in the agenda order for discussion following claims. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

IV. Citizens to be Heard

No public comments were offered.

V. Approval to Forward Claims in an Amount Not-to-Exceed \$20,175.22.

Commissioner Gryder made a motion to forward claims to Commission in the amount of \$20,175.22. Seconded by Commissioner Wehrli.

The Finance Committee reviewed the claims list.

Director Guritz reported that the highest dollar claim is for Wight & Company for just over \$12,000 for the repairs made to Meadowhawk Lodge. These costs will be reimbursed in full to the District.

Latreese Caldwell pointed out a coding error for service sanitation for portable restrooms, stating that she would correct this with the Treasurer's Office.

Commissioner Davidson inquired into claim #142 for Shaw Media. Director Guritz reported that this is for the District's new storefront website.

The Finance Committee reviewed claims for new fishing regulation signs for Harris Forest Preserve and rental event refunds.

Finance Committee Chair Cullick called the question. Aye, all. Opposed, none. Motion unanimously approved.

VI. Ellis Resident –Grounds Maintenance and Program Assistant Salary Analysis

Director Guritz invited Superintendent Kim Olson to the meeting to share insights on the needs for this position.

The Finance Committee reviewed the salary spreadsheet. Director Guritz stated that salary for this position will be coded to multiple cost centers including Ellis Grounds, House and Barn, Wedding Events, Other Rentals, Grounds and Natural Resources, and Environmental Education school programs. The maximum amount the position may earn for the remainder of the fiscal year is just over \$10,000, with average hours under 30 per week to remain under the benefits extension threshold.

Director Guritz stated that this is an important position to fill as soon as possible. The District needs grounds and event support at Ellis, grounds and natural resources support, and support of education programs.

Superintendent Olson reported that the preserves have never been busier. The District is seeing record numbers of reservations and preserve users, and more help is needed to keep pace with demand. The position presented will provide some much needed support, and provide additional security at Baker Woods Forest Preserve. The candidate under consideration has considerable experience, and will be able to assist with burns, herbicide application, and preserve maintenance.

Director Guritz stated that the District is currently operating without 1.5 total budgeted headcount for support of grounds and Hoover due to employees out on workers' compensation leave.

Commissioner Davidson inquired into the market value for the Ellis apartment. Director Guritz stated that the value for rent and utilities is between \$750 and \$850 per month.

Commissioner Gryder inquired into whether lease of the apartment would result in the need to extend benefits. Director Guritz stated that the position's hours of employment will be below 30 hours per week on average.

The Finance Committee provided direction to request an opinion from the State's Attorney's Office on whether use of the residence would be considered compensable time.

Commissioner Wehrli made a motion to forward the position description and lease agreement to Commission for approval. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

VII. Series 2016 Refunding Bonds Debt Service Schedule and Savings

Director Guritz presented refunding bond reports received from Speer Financial, Inc. based on the results on the sale of the 2016 refunding bonds. Net present value of savings amounted to \$1.148 million, representing a \$33.50 savings to the average taxpayer.

This bulk of this savings will be recognized in 2022 and 2023, and helped to significantly reduce debt service payments in these years.

Future refunding opportunities will be explored possibly as early as November for closing in January in 2017.

VIII. ComEd – Champion Energy Meters and Billing History

Director Guritz presented a spreadsheet showing ComEd and Champion billing amounts for the past year at Hoover Forest Preserve. The spreadsheet also showed energy consumption per meter for the account assigned the highest number of meters for the preserve.

The spreadsheet shows that ComEd is in process of changing out and reassigning meters for all Hoover facilities. This makes it difficult to show what facilities are currently assigned to the various meters, so additional follow-up will be needed.

The spreadsheet shows total energy consumption per month broken down by meters.

The Finance Committee reviewed the month-to-month expenses.

Director Guritz reported that the District pays a fixed cost per kilowatt hour to Champion Energy each month. The direct cost is 0.06248 cents per kWh. One account was being charged a slightly higher amount, which will be brought to Champion's attention.

President Wehrli inquired into how much the solar panels are generating in terms of electrical usage. Director Guritz stated that the report would not show this figure, but may reflect the net difference in electrical power usage at Meadowhawk. Director Guritz stated that the spreadsheet will be updated for the next meeting to include actual facilities assigned to each meter.

Director Guritz pointed out that electrical usage in April 2016 compared to April 2015 is reduced by close to 50%. Director Guritz credited this to Kim Olson and Jay Teckenbrock who have been working to figure out how Meadowhawk Lodge is programmed in order to reduce energy consumption.

Director Guritz stated that the Champion Energy contract is likely reducing costs for electrical power for the District.

IX. Ellis Rental Event Projected Revenues, Schedule, and Staffing Needs

Director Guritz presented a spreadsheet showing the 2016 wedding and rental events scheduled at Ellis House and Equestrian Center. The spreadsheet also presented staff assignments, and projected revenues for the year. Weddings are currently up approximately \$12,000 over budget projections, and other rental revenues have also exceeded budget projections for the year by \$200.

Director Guritz stated that the new position and position descriptions that will be considered for approval next Tuesday will help to provide the assistance needed to fulfill our Ellis rental contracts.

The Finance Committee discussed the capital improvement project costs for Ellis associated with sealing the Ellis House building envelope.

X. Hoover Forest Preserve – Blazing Star Bunkhouse Fire Alarm Monitoring Lin Repair

Director Guritz presented proposals from Wire Wizard to switch direct line monitoring of the bunkhouses over to radio-based monitoring. Cost increase is significant for radio monitoring. Direction received from the Finance Committee is to move forward with securing costs for trenching and installing a new wire to reconnect the Blazing Star bunkhouse to the monitoring panel in The Rookery.

XI. Baker Woods Forest Preserve Tile Repair Proposal

Director Guritz presented a quote received from Antrex for \$1,100 for completion of a needed drain tile repair at Baker Woods Forest Preserve. In discussing the issue with Farm Operator Kyle Connell, Mr. Connell stated that he would work to make the necessary repairs.

XII. Executive Session

None.

XIII. Citizens to be Heard

No public comments were offered.

XIV. Other Items of Business

The Finance Committee reviewed an inspection report and quote for replacement of the Ellis House roof. The proposal from Advanced Roofing Inc. included a phased approach for shingle replacement, with a 50 year 100% material warranty. In the first year, the Ellis

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House roof would be replaced, and in phase 2, the maintenance garage, classroom, and office area roof would be replaced. Cost estimate for phase 1 is \$16,933.00, and the cost estimate for phase 2 is \$12,021.00. The Finance Committee discussed the inspection report and cost estimates, and directed staff to secure quotes for the replacement in phases, including securing alternate quotes for installation of a tin roof.

Director Guritz reported that Sunrise Center North will be moving in to Ellis on June 1, 2016.

The Finance Committee discussed control of Canada goose populations at Harris Forest Preserve. Director Guritz stated he would discuss options with Superintendent Olson.

Director Guritz reported that he received a letter from the IDNR notifying the District that the State is currently unable to disburse the OSLAD/LWCF reimbursement absent the approved budget appropriations. Commissioner Gryder stated that this may be one of those situations where the State needs to be legally compelled to release the funds. Director Guritz stated he was reaching out to other impacted agencies to discuss strategies for approaching local legislators.

The Finance Committee discussed permitting for collection of morel mushrooms within preserve areas.

The Finance Committee discussed permitting for hunting in District preserve areas.

XV. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Wehrli. All, aye. Meeting adjourned at 7:50 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

**SETTLEMENT AND RELEASE
PROPERTY DAMAGE ONLY**

010105-001192-AD-01

KNOW ALL MEN BY THESE PRESENTS that Kendall County Forest Preserve District, for the sole consideration of the amount of Twelve Thousand Three Hundred Thirty Dollars and Zero Cents (\$12,330.00) paid by Plano CUSD 88, receipt of which is hereby acknowledged, does hereby release, acquit and forever discharge Plano CUSD 88, Jenna Steffen, its officers, directors, agents, attorneys, employees, associated companies, affiliates, and subsidiary companies, of and from and all claims, causes of action costs and demands of whatever name or nature and any matter arising or growing out of or on account of a loss which occurred as a result of an incident on or about September 22, 2015, at 11285 Fox Road, Yorkville, IL.

THE UNDERSIGNED ACKNOWLEDGES that the consideration shown above is in full payment and satisfaction of the claim or cause of action described above and that no other promise has been made Plano CUSD 88 or any of its officers, directors, agents, attorneys or employees, and that this is a compromise settlement of any and all liability of Plano CUSD 88 and its officers, directors, agents, attorneys and employees, and all persons who may jointly and severally be liable with them.

This release and the payment made is not to be construed as an admission of liability, all liability being expressly denied.

SIGNED AND SEALED this 3rd day of May, 20 16.

Kendall County Forest Preserve District
Jeff Wehrli, President

SUBSCRIBED and SWORN to before me this

3rd day of May, 20 16.

NOTARY PUBLIC

The Knot Pro Network

Summary of Quote(s)	
Print Total	0.00
Internet Total	3000.00
Direct Mail Total	0.00
Grand Total	3000.00

Quote Number:
Name: Quote for Local - Ellis House and Equestrian Center
Valid Until: 4/29/16

XO GROUP INC.
 11106 Mockingbird Dr
 Omaha, Nebraska 68137

Bill To Need Billing Contact Information	Sold To Ellis House and Equestrian Center Dave Guritz Director, Kendall County Forest Preserve District 110 W. Madison Street Yorkville, IL 60560
Term Start Date: 2 weeks out from quote enter date Initial Term: 12 Auto Renew: No Bill Cycle Day: TBD - determined by start date	Payment Method: Credit Card / ACH / Debit Card Payment Term: Net 30 Pay Period: Monthly Currency: USD

PRODUCT NAME	RATE PLAN	LIST PRICE(\$)	DISCOUNT(\$)	EFFECTIVE PRICE(\$)	NO. OF PAYMENTS	TOTAL
Storefront 12 month term	Storefront IL-Chicago Suburbs Reception Venues	3,000.00	0.00	3,000.00	12	3000
Preferred Position 3 month term	Preferred Position IL-Chicago Suburbs Reception Venues	375.00	375.00	375.00	3	0
GRAND TOTAL						3000.00

SPECIAL TERMS & NOTES
Opportunity Owner: Cecelia Groark cgroark@xogrp.com (773) 687-8893

Advertising Services Form

The Knot Services

(from WeddingPages, LLC ("WP"))

Internet Services

Basic Storefront Services

All Storefront services are entered as a subscription service and require a minimum commitment by Advertiser of at least 12 months, unless otherwise expressly stated herein. All subscription internet service commitments renew automatically for successive 12-month periods unless otherwise expressly stated in the Agreement or Advertiser provides at least 30 days' prior written notice of non-renewal prior to the expiration of the then-current term. At any time following the completion of the initial 12-month period, the base Storefront service may be terminated by Advertiser with written notice (to be received by WP) at least 5 business days prior to the next scheduled payment due date under Advertiser's agreement. Such termination will be effective as of the expiration of the last period for which payment was received for such service. If such written notice is not received by WP at least 5 business days prior to the next scheduled payment due date under Advertiser's agreement, then WP may collect the next payment and continue the services through the remainder of such period. Please note that if, for any reason (in WP's sole discretion), WP allows Advertiser to cancel the base Storefront services prior to the expiration of the initial 12 month term, Advertiser may be charged an amount equal to 50% of the total amount due under the agreement through the remainder of such 12-month term. Such payments will be due and payable immediately upon termination of the services.

Add-On Services, Generally

Except as noted below, all additional internet services beyond base Storefront services will be based on the pricing set forth in the agreement, and otherwise on the same terms and conditions as the base Storefront service, including with respect to the term length, renewals, and payment date(s). Such additional services may be terminated by Advertiser with written notice (to be received by WP) at least 5 business days prior to the next scheduled payment due date under Advertiser's agreement. Such termination will be effective as of the expiration of the last period for which payment was received for such service. If such written notice is not received by WP at least 5 business days prior to the next scheduled payment due date under Advertiser's agreement, then WP may collect the next payment and continue the services through the remainder of such period.

Add-On Services, Exceptions

The following additional services will have the following terms:

Local Homepage Badge, Event Listings and Local Deals – may be entered for any duration (1-12 months). These services do not need to be coterminous with the term of the corresponding base Storefront. Such services may be terminated by Advertiser with written notice (to be received by WP) at least 5 business days prior to the next scheduled payment due date under Advertiser's agreement. Such termination will be effective as of the expiration of the last period for which payment was received for such services. If

such written notice is not received by WP at least 5 business days prior to the next scheduled payment due date under Advertiser's agreement, then WP may collect the next payment and continue the services through the remainder of such period.

Best of Wedding services – all Best of Wedding (BOW) services will follow the dates of the Best of Wedding annual program and cannot be cancelled or terminated once purchased.

Unless otherwise specified in the Advertiser's agreement, Subscription services (including, without limitation, subscription-based add-on services, such as a Premium Featured Vendor, Featured Vendor, Buzz Badge and so on), will auto-renew following the 12-month term.

Any discounts or promotional rates for storefronts are only guaranteed for the initial term of the contract (e.g. 12 months). Discounts or promotional rates for Add-On services will be guaranteed for the then-current term of the corresponding base storefront agreement or, if the add-on is added in the middle of the term of the base storefront agreement, one renewal period for the base storefront agreement, as mutually agreed upon by the parties in writing. Any service with discounted or promotional rates will be subject to an annual increase, until the rate card rate(s) for such service(s) is hit. Any rate increase above the increase described in the prior sentence will be communicated in writing at least 30 days prior to renewal date.

Please note that in addition to the amounts payable as provided above with respect to basic Storefront services and add-ons, if discounts were applied in connection with any terminated service (including, without limitation, any service discounted as part of a bundle), upon termination of any such service, short rates will apply to make up for such discounts.

Print Services

All print services require a commitment of two publication cycles (12 months) in order to qualify for the discounted rate offered hereunder. All print service commitments renew automatically for successive 12-month periods unless otherwise expressly stated in the Agreement. Print services may be terminated by Advertiser at any time following the initial 12-month period with written notice of termination to WP as long as written notification is received by WP prior to the "Camera Ready" date of the applicable print cycle. If such written notice is not received by WP prior to the "Camera Ready" date of the applicable print cycle, then WP may collect payment for and continue the services through the following print issue. Please note that if, for any reason (in WP's sole discretion), WP allows Advertiser to terminate the print services after one publication cycle (6 months), Advertiser may be charged an amount equal to 25% of the amounts due under the agreement through the remainder of the then-current 12-month term. Such payments will be due and payable immediately upon termination of the services.

Any discounts or promotional rates for Print Services are only guaranteed for the initial term of the contract (e.g. 12 months). Any service with discounted or promotional rates will be subject to an annual

increase, until the rate card rate(s) for such service(s) is hit. Any rate increase above the increase described in the prior sentence will be communicated in writing at least 30 days prior to renewal date.

Please note that in addition to the amounts payable as provided above, if discounts were applied in connection with any terminated service (including, without limitation, any service discounted as part of a bundle), upon termination of any such service, short rates will apply to make up for such discounts.

Direct Marketing Services

Bridal Show Newsflash – service is a one-time event, requires a 20% deposit of total Newsflash price on date of sale and must be paid in full prior to the launch date. Multiple Bridal Show Newsflashes may be purchased and are based upon availability of inventory. If a cancellation or change request is received less than 30 days from the date of service, Advertiser will forfeit such 20% deposit.

Local Direct Email - service is a one-time event, requires a 20% deposit of total Local Direct Email price on date of sale and must be paid in full prior to the launch date. Multiple Local Direct Emails may be purchased and are based upon availability of inventory. If a cancellation or change request is received less than 30 days from the date of service, Advertiser will forfeit such 20% deposit.

Nothing herein is intended to affect or limit WP's cancellation and other rights in connection with any services under the Agreement (as defined below).

Please read the Advertising Services Form (this "**Form**") and the ADVERTISING AND SERVICES – STANDARD TERMS AND CONDITIONS located at <http://www.xoedge.com/myaccount/pdf/private/LAS-T&C-03032016.pdf>, which are incorporated herein by reference (collectively, the "**Agreement**") carefully. Advertiser's submission of any advertising content or signature of any of the documents contained in this package indicates that: (i) the information on this Form is accurate; (ii) you have read, understand and accept the terms of the Agreement; and (iii) if not manually signing, you adopt this electronic process in lieu of signing this form.

**KENDALL COUNTY FOREST PRESERVE DISTRICT
JOB DESCRIPTION**

CLASS TITLE: Facilities and Events Attendant
WAGE CATEGORY: Non-Exempt
REPORTS TO: Executive Director and Events Coordinator
EFFECTIVE DATE: May 3, 2016

SUMMARY:

This position supports rental functions at District facilities including weddings and other special events at Ellis House and Equestrian Center and Meadowhawk Lodge at Hoover Forest Preserve.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assists with the promotion of the District's facility rentals program at Ellis House and Equestrian Center including but not limited to weddings, conferences, parties, trade shows, business meetings and athletic events.
- Supports coordination of contracted business services for facility rentals and program events including but not limited to catering firms, entertainers, decorators, and florists.
- Assists with pre-event and post-event activities including trash receptacle staging and removal, trash cleanup, house cleaning, washroom supply stocking, and setup and take down of tables and chairs.
- Provides pre-scheduled tours of the Ellis House buildings and grounds for prospective renters.
- Assists with event coordination with District event support staff and volunteers.
- Assists with the preparation of event contracts, including coordination of event logistics and communication of District policies.
- Assists with calendar planning in coordination with the District's Equestrian Program Coordinator.
- Enforces District policy guidelines for use of District facilities.
- Utilizes word processing, database, spreadsheet, and communication software packages to create and modify a variety of promotional materials and communication tools for the District.
- Composes and edits routine correspondence and reports.
- Prepares mailings; faxes and emails documents; and distributes mail, faxes and other documents to District staff.
- Responds to general inquires from the public, elected officials, District employees, and Kendall County employees regarding District policies, practices, procedures and programs.
- Supports office bookkeeping activities including development of rental agreements and documentation of payments.
- Assists with client communications including communications to secure event rental payments.
- Provides support for the District's permitting process by performing tasks such as:
 - Ordering, issuing and tracking District permits;
 - Creating entries within the District's reservation system; and
 - Ensuring that certificates of insurance are timely received and maintained by event contractors in compliance with District policies and contractual requirements.
- Performs other duties as assigned.

SUPERVISORY RESPONSIBILITIES:

- No supervisory responsibilities at this time.

QUALIFICATIONS:

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

A. EDUCATION and/or EXPERIENCE:

- High school diploma or general education degree (GED).
- Word processing and personal computer training.
- A minimum of two (2) years experience in special events coordination; or equivalent combination of training and experience is preferred.

- Requires knowledge of office practices, principles of modern record keeping, and setup and maintaining filing systems.
 - Requires knowledge of bookkeeping software and all Microsoft Office programs including, but not limited to Excel, Word, Publisher, and Power Point.
- B. LANGUAGE SKILLS:**
- Ability to read and interpret documents such as governmental regulations, legal documents, operating instructions, and procedure manuals.
 - Ability to develop rental agreements, and client and contractor correspondence.
 - Ability to speak effectively with the public and employees of the organization.
 - Requires good knowledge of the English language, spelling and grammar.
- C. MATHEMATICAL SKILLS:**
- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
 - Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- D. REASONING ABILITY:**
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
 - Ability to deal with problems involving several concrete variables in standardized situations.
- E. CERTIFICATES, LICENSES, REGISTRATIONS:**
- All certificates and registrations required for the position.

PHYSICAL DEMANDS:

- Employee must frequently stand and bend.
- Employee must frequently be able to walk on forest preserve grounds and between buildings.
- Employee must be able to sit at a desk for extended periods of time.
- Employee must frequently lift and/or move up to 50 pounds. Employee must occasionally lift up to 75 pounds.
- Employee must be able to use hands to finger, handle or feel.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

WORK ENVIRONMENT:

- The noise level in the work environment is usually moderately quiet, and occasionally loud.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee may be required to provide own transportation to travel to and from meetings, trainings, conferences, and the various District preserves and locations.

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

Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
JOB DESCRIPTION**

CLASS TITLE: Ellis Resident - Grounds Maintenance and Program Assistant

WAGE CATEGORY: FLSA Non-Exempt

REPORTS TO: Executive Director and Superintendent of Grounds and Resources

EFFECTIVE DATE: May 3, 2016

SUMMARY:

Responsible for performing a variety of grounds maintenance and program support duties at Ellis House and Equestrian Center ("Ellis") and other assigned forest preserve locations. This position reports to the Executive Director and Superintendent of Grounds and Resources. The individual holding this position shall live on-site at Ellis.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

- Performs grounds and building maintenance and custodial services at Ellis and other assigned forest preserve locations including, but not limited to the following:
 - Performs a variety of horticultural tasks including, but not limited to, mowing, edging, aerating, trimming, fertilizing, weed control, seeding and maintenance of turf areas, tree and shrub trimming, planting, and pruning, removal of damaged sod, and installation of new sod.
 - Splits, loads, and hauls firewood.
 - Gathers, loads, and hauls refuse and vegetation from grounds and user areas.
 - Removes snow and ice from District roads/walks/trails, utilizing both snow plow and manual methods.
 - Regularly uses, maintains and repairs tools of the trade (both powered and non-powered equipment) including, but not limited to, welder, sandblaster, grinder, cutting torch, air sprayer, power washer, chainsaw, and other mechanical hand tools.
 - Hauls and moves materials, supplies, furnishings and machinery, as needed, for District and public use.
 - Safely and effectively operates, maintains and repairs District vehicles and equipment including, but not limited to, small dump trucks, snow blowers, salt spreaders, sod cutters, rototiller, chain saws, trimmers, sweepers, front end loaders, backhoes, and forklifts.
 - Repairs and maintains District trails by performing duties including, but not limited to removal of fallen trees and limbs; repairs any damage caused by erosion or other factors; and installs wood chips, limestone screenings and other trail surfaces.
 - Assists with general road repairs including, but not limited to, asphalt patching and gravel road maintenance.
 - Constructs, installs and repairs District facilities and structures, picnic shelters, bridges, fencing, bollards, posts, signage, seasonal equipment, and any other facilities and structures necessary for the District.
 - Repairs plumbing, electrical, HVAC, carpentry and paint, as needed, at District facilities and structures.
 - Inspects, maintains, and repairs District restrooms including daily cleaning and trash removal.
 - Provides assistance with pasture fence repair and replacement projects at Ellis.
 - Performs controlled burns, brush removal, seed collecting and other natural area management tasks.
 - Performs basic record-keeping duties such as collecting and maintaining receipts.
- Performs facility rental functions at Ellis including, but not limited to the following:
 - Prepares special event facilities for reserved uses by performing duties including, but not limited to, locking/unlocking rental facilities; setting up for events and rental functions; and ensuring the facilities are clean and equipped as needed for all rental functions.

DRAFT FOR COMMISSION APPROVAL

- Assists with the coordination of the District's facility rentals program at Ellis including but not limited to weddings, conferences, parties, trade shows, business meetings and athletic events.
- Supports coordination of contracted business services for facility rentals and program events including but not limited to catering firms, entertainers, decorators, and florists.
- Assists with pre-event and post-event activities including trash receptacle staging and removal, trash cleanup, house cleaning, washroom supply stocking, and setup and take down of tables and chairs.
- Provides pre-scheduled tours of the Ellis House buildings and grounds for prospective renters.
- Assists with event coordination with District event support staff and volunteers.
- Assists with the preparation of event contracts, including coordination of event logistics and communication of District policies.
- Assists with calendar planning in coordination with the District's Equestrian Program Coordinator.
- Enforces District policy guidelines for use of District facilities.
- Performs a variety of duties to support the District's environmental education programs at various preserve locations including, but not limited to the following:
 - Presents themed instruction and activities for School, Scout, and Public Programs that are developmentally appropriate for all relevant age groups and ability levels, including young children and individuals with disabilities, and reflects the natural and cultural history of Kendall County.
 - Prepares program materials and activities including set-up and clean up prior to, and following the program.
 - Provides instruction to teachers, parents, and chaperones to assist with program activities.
 - Works directly with volunteers supporting the District's Environmental Education programs for School and Scout Field Trip Programs and Natural Area volunteer workdays.
 - Maintains a safe and clean environment at all times and enforce all District safety rules and policies.
 - Assembles supplies and materials needed for Public Programs.
 - Communicates effectively with District staff, general public, and Public Programs' participants.
 - Supports District policies and processes to address safety issues; reduces risk and liability exposure within school, scout, teacher education, public program offerings, and special events.
 - Provides first aid and/or takes other emergency measures when necessary as indicated in student, volunteer and staff emergency protocol and procedures.
- Performs animal care duties including, but not limited to the following:
 - Assists with basic animal care including feeding and enclosure cleaning.
 - Performs basic horse care including handling, grooming, feeding and watering, pasture and feedlot turnout and stall turn-in, and cleaning of feedlot and stalls.
- Participates in emergency preparedness and response activities as needed.
- Communicates District rules and regulations to the public, staff and volunteers.
- Serves as the year-round on-site resident and Ellis and must be available to perform duties before, during and after the District's regular business hours as well as weekends.
- Performs other duties as required or assigned.

SUPERVISORY RESPONSIBILITIES:

- No supervisory responsibilities at this time.

QUALIFICATIONS:

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

A. EDUCATION and/or EXPERIENCE:

- High school diploma or general education degree (GED).
- Associate's Degree or Bachelor's Degree in the field of natural resource management, education, or environmental sciences or equivalent experience in the field of education or natural resources preferred. May be actively pursuing a degree in the education, environmental sciences, or related field.
- A preferred minimum of two (2) years experience in a grounds and/or building maintenance or similar role, or equivalent combination of training and experience.
- Requires knowledge of grounds maintenance tools and equipment use.
- Knowledge of education principals and practices. Experience with instructing children in an outdoor education setting is preferred.
- Completion of all assigned equipment and natural areas management training.

B. LANGUAGE SKILLS:

- Ability to read and interpret documents such as governmental regulations, material safety data sheets, equipment operating instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public, employees and volunteers including individuals of all ages and ability levels.
- Requires good knowledge of the English language, spelling and grammar.

C. MATHEMATICAL SKILLS:

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

D. REASONING ABILITY:

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

E. CERTIFICATES, LICENSES, REGISTRATIONS:

- A valid Driver's License and any other licenses/certifications necessary to operate District tools and equipment.
- A valid Illinois Pesticide Applicators License or, in the alternative, obtain a valid Illinois Pesticide Applicators License within the first ninety (90) days of employment.
- Current CPR/First Aid certification.
- All other training, certificates and registrations required for the specific duties performed.

PHYSICAL DEMANDS:

- Employee must frequently sit, stand, bend, reach, and carry.
- Employee must be able to successfully operate all District tools and equipment required to perform assigned job duties.
- Employee must frequently be able to walk and possibly run on uneven ground and rough terrain.
- Employee must frequently lift and/or move up to 50 pounds, and occasionally up to 75 pounds.
- Employee must be able to use hands and fingers to handle, feel, and operate equipment.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.

DRAFT FOR COMMISSION APPROVAL

- Specific vision abilities required by this job include close vision, depth perception and distance vision.

WORK ENVIRONMENT:

- The noise level in the work environment is usually loud due to equipment operational noise.
- Employee will be required to work in both indoor and outdoor work areas and may be subjected to all weather elements.
- Employee may be exposed to various chemicals such as pesticides and fertilizers while performing assigned job duties.
- Employee will be required to operate a motor vehicle and other heavy equipment to perform assigned job duties.
- Employee will be required to travel to and from meetings, training, conferences, and the various District preserves and locations.
- Teaching will be held outside. The weather and temperature will not be consistent during the course of employment. Employee will be required to work in all weather conditions.
- Employee will be required to have frequent contact with animals, nature, Environmental Education program participants, volunteers and other members of the general public.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, and the various District preserves and locations.

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

Kendall County Forest Preserve District

**Kendall County Forest Preserve District
Ellis Resident, Grounds Maintenance and Program
Assistant Lease Agreement**

THIS AGREEMENT ("Lease Agreement") is made and entered into this 3RD day of May 2016, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, and James Marshall ("Employee-Tenant") (hereinafter referred to as "Tenant"), an individual that will reside in the Ellis House Apartment located at the Ellis House and Equestrian Center 13986 McKanna Rd. Minooka, IL 60447 for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PURPOSE.

This Lease Agreement provides for the Tenant's possession and use of the Ellis House Apartment (hereinafter referred to as the "Apartment"), including first-floor access to the house kitchen, basement storage area, and washer and dryer located at Ellis House and Equestrian Center, 13986 McKanna Road, Minooka, IL 60447 (hereinafter referred to as the "Residence"), an image of which is attached as Exhibit A, during the Employee-Tenant's employment as a Ellis Resident – Grounds Maintenance and Program Assistant by the District. By signing this Lease Agreement, the parties affirm their agreement that Employee-Tenant may exercise an option to live at the Residence as a condition of his continued employment by the District as the Ellis Resident – Grounds Maintenance and Program Assistant; the Residence is located on District property; and the Residence is provided for the convenience of the District by allowing Employee-Tenant to promptly respond to District needs at Ellis House and Equestrian Center located in Baker Woods Forest Preserve outside of regular business hours. Also, this Lease Agreement confirms the parties' understanding and agreement that the Tenant's possession and use of the Residence is part of the Employee-Tenant's total wage compensation package as the Ellis Resident - Grounds Maintenance and Program Assistant for the District. *Nothing in this Lease Agreement is intended to and/or does create a contract of employment, express or implied. Employee-Tenant's employment with the District is "at-will", which means Employee-Tenant's employment relationship may be terminated at any time, with or without cause.*

2. PROPERTY.

2.1 Leased Property. District owns certain real property and improvements consisting of the Residence. District desires to lease the Apartment to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Apartment from District on the terms and conditions contained herein.

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 waives 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-fixtured 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 Employee-Tenant's separation of employment from the District; (b) the Employee-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 Upon termination of the Lease Agreement, Tenant shall immediately vacate the Residence/Apartment and shall have seven (7) calendar days to remove all personal property from the Residence. All obligations outstanding at the time of termination shall survive the Lease Agreement.

3.3 Early Termination. Either party may terminate this Lease Agreement upon providing thirty (30) calendar days written notice to the other party. Except that both parties may agree, in writing, to terminate the Lease Agreement at anytime and waive the thirty (30) days written notice.

4. RENT.

4.1 Rent. The rent for the Residence shall be one hundred eighty-one dollars and fifty-two cents (\$181.52) per week. This amount includes the cost of Utilities as discussed in section 12 of this Lease Agreement. The weekly rent payment shall be due and owing on the Saturday immediately following the conclusion of the weekly rental period. For purposes of this Agreement, a week shall be Saturday through Friday. The parties agree that no weekly rent payment shall be due and owing from Tenant to the District in any week that the Employee-Tenant is employed by the District. Instead, the value of the weekly rent shall be considered a part of the Employee-Tenant's total compensation package during his employment with the District as Ellis Resident – Grounds Maintenance and Program Assistant. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

4.2 Delinquent Rent. If not paid by the due date, rent shall be considered overdue and delinquent. If Tenant fails to timely pay any week's rent, 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 week. 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 pays 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's 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. Upon execution of this Lease Agreement, Tenant shall deposit with District the sum of seven hundred twenty-five dollars and no cents (\$725.00) (which amount is not in excess of the value of four weeks of rent), receipt of which is hereby acknowledged by the District, as security for any damage caused to the Residence during the term hereof.

5.2 Refund. Upon termination of the Lease Agreement, all funds held by the District as security deposit may be applied to the payment of accrued rent and the amount of damages that the District has suffered by reason of the 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 is 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 is 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.

The Residence shall be used and occupied solely by the Tenant. It shall be used exclusively as a private, single-resident dwelling, and no part of the Residence shall be used at any time during the term of this Lease Agreement by Tenant 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-resident dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of the Tenant, to use or occupy the Apartment 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 RESIDENCE.

7.1 Original Condition. Tenant stipulates, represents, and warrants that Tenant has examined the Residence, and it is, at the time of execution of this Lease Agreement, in good order, in good repair, and in a safe, clean and habitable condition.

7.2 Surrender Condition. Upon termination of this Lease Agreement, Tenant shall surrender the Residence 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 abandons or vacates the Residence or ceases to use the Residence for the stated purpose as set forth in this Lease Agreement; or (c) If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate 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 Apartment and recover possession of the Apartment 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 Residence or any part thereof without the District's prior written consent. An assignment, sub-letting, or license without the prior written consent of District or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at District's option, terminate this Lease Agreement.

10. ALTERATIONS AND IMPROVEMENTS.

Tenant shall make no structural repairs, alterations, or improvements of the Residence or construct any building or make any other improvements of the Residence without the prior written consent of District. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Residence by 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 Residence at the termination of

this Lease Agreement. At anytime during the term of this Lease Agreement, the District shall have the authority to make modifications, alterations, repairs, and improvements as it deems necessary and upon reasonable notice to 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: internet, electricity, gas, and telephone (“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 agrees that they shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Residence, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant’s expense, but only after District’s written approval of same.

12.4 Compliance & Modifications. District shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. District reserves the right from time to time to make modifications to the utility systems serving the Residence.

13. MAINTENANCE, REPAIR, AND RULES.

13.1 Maintenance Obligations. Tenant will, at their sole expense, keep and maintain the Apartment and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement and any renewal thereof. These obligations include, but are not limited to the following requirements:

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- C. Not obstruct or cover the windows or doors;

- D. Keep all shared common areas of the Ellis House in a clean, clutter-free state, with all surfaces wiped down after each use, with dishes clean and stored.
- 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 Residence and at all places on the Residence, and shall not make or permit any loud or improper noises, or otherwise disturb other visitors and District users;
- K. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other District users;
- L. Deposit all trash, garbage, rubbish or refuse in the locations provided at the Residence and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the Residence;
- M. Abide by and be bound by any and all rules and regulations affecting the Residence or 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 RESIDENCE.

In the event the Ellis House and/or Ellis House Apartment 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 Ellis House and/or Ellis House Apartment 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 Apartment for the following purposes:

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the Property to prospective Tenants, inspectors, fire marshals, appraisers, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notice; or
- F. Seize nonexempt property after default.

However, absent emergency circumstances, District will make reasonable attempts to give Tenant at least three (3) hours notice, prior to entering the Residence. If Tenant fails 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 Ellis House and/or Ellis House Apartment 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, except as otherwise agreed to by a separate written Pet Addendum to the Lease Agreement which, if executed, will be attached as exhibit B, and incorporated as if fully set forth herein. If Tenant violates the pet restrictions of this Lease Agreement, Tenant will pay to District a fee of \$10.00 per animal for each

calendar day Tenant violates 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 is responsible and liable for any damage or required cleaning of the Ellis House and/or Ellis House Apartment 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, 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 Apartment for the term herein described. Tenant recognizes that the District hosts programs and events in the Ellis House and grounds periodically without restriction for public and private events, including weddings. Tenant understands and acknowledges that District events and functions will impact the quiet enjoyment of the Ellis House Apartment, and explicitly agrees that no such activities shall give rise to a claim of breach of the District's obligations or provide a basis for refusal to perform Tenant's obligations under this Agreement.

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's family, guests, invitees, agents or employees, or other person entering the Residence and/or the Ellis House Apartment itself, or to goods or equipment at the Apartment. Tenant hereby agrees to waive any such claims and to indemnify, defend and hold harmless District, its officers, directors, employees, 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, but not limited to those discussed herein, as well as claims pertaining to tax liability or obligations. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State's Attorney, and shall be appointed a Special Assistant State's Attorney. The District's participation in its defense shall not remove Tenant'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 rent payments or gaining possession of the Residence and/or the Ellis House Apartment itself, Tenant agrees 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 the 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 or addition of an executed Pet Addendum 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 David Guritz, Director of the Kendall County Forest Preserve, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Tenant, notice shall be given to James Marshall at the Ellis House Apartment, 13986 McKanna Rd. Minooka, IL 60447.

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 _____ day of May, 2016.

DISTRICT:

Sign: _____
Jeff Wehrli, President

Print: _____ Date: _____

Attest: _____
David Guritz

As to Tenant, this _____ day of May, 2016.

TENANT:

Sign: _____

Print: _____ Date: _____

Sunrise Center North—Proposed Feed Lot and Pasture Fencing Improvement Projects

Proposed Projects—Scope of Work

1. Construction of a new feed lot
 - .25 acres excavated and filled with base rock and agricultural lime screenings.
 - Installation of 140 feet of new pasture fencing.

Justification

Installation of a second feed lot will allow the District to separate horses owned by Sunrise Center North within feed lot and pasture areas.

2. Installation of a pasture fence corridor entrance to the Outdoor Arena.
 - Adds a gated access corridor approximately 75' X 20' to provide riders with access to the Outdoor Arena.

Justification

Installation of the pasture fence corridor will provide Sunrise Center North mounted riders access to the Outdoor Arena in compliance with PATH facility standards.

