

**KENDALL COUNTY FOREST PRESERVE DISTRICT
AGENDA**

**TUESDAY, JANUARY 5, 2016
6:00 P.M.**

KENDALL COUNTY BOARD ROOM

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call
- V. Approval of Agenda
- VI. Citizens to be Heard
- VII. Approval of Claims in an Amount Not-to-Exceed \$3,168,165.78
- VIII. Approval of Minutes
 - a. Kendall County Forest Preserve Finance Committee Meeting - December 9, 2015
 - b. Kendall County Forest Preserve Committee of the Whole Meeting - December 9, 2015
 - c. Kendall County Forest Preserve Commission Meeting - December 15, 2015
- IX. Motion to Approve a Proposal and Contract from Blue Peak Tents of West Chicago, IL in the Amount of \$17,400.00 for Rental of an Event Tent and Accessories for Ellis House and Equestrian Center for CY 2016
- X. Motion to Approve a Proposal from Coffman Truck Sales Inc. of Aurora, IL for Repair of a Tornado Salt Spreader in the Amount of \$1,294.22
- XI. Motion to Approve R&R Electrical Contractor Incurred Costs in the Amount of \$1,400.00 for the Installation of Two Electrical Utility Poles at Ellis House and Equestrian Center
- XII. Executive Session
- XIII. Other Items of Business
- XIV. Citizens to be Heard
- XV. Adjournment

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
FOREST PRESERVE EXPENDITURE							
81 090310	ICE MOUNTAIN	15K8106452637	WATER - COURTHOUSE	12/15/15	27020006200	OFFICE SUPPLIES & POSTAGE	8.99 8.99*
82 092010	IL DEPT OF AGRICULTURE	SG0930470000	HERB LIC RENEWAL	12/15/15	27020006203	DUES/MEMBERSHIPS	70.00 70.00*
83 190816	SHAW MEDIA	12/2015	PROMOTION	12/15/15	27020006843	PROMOTION/PUBLICITY	18.20 18.20*
Total FOREST PRESERVE EXPENDITURE							97.19*
ELLIS HOUSE							
84 190750	SHOREWOOD HOME & AUTO	703639	10W30 MOBIL 1	12/16/15	27021007080	GROUPS & MAINT - ELLIS H	27.87 27.87*
Total ELLIS HOUSE							27.87*
ELLIS 5K							
85 011214	ALL POINTS PRINTING & PROMOTIO	15192	5K T-SHIRTS	12/16/15	27021307087	PROG SUPPLIES - ELLIS 5K	686.00
86 061599	FOX VALLEY TROPHY & PROMOTIONS	32621	5K TROPHIES	12/16/15	27021307087	PROG SUPPLIES - ELLIS 5K	16.00
87 111802	KREPPER KAMPUSPORT SOFTWARE	001758	5K TIMING SOFTWARE	12/16/15	27021307087	PROG SUPPLIES - ELLIS 5K	225.00
88 200517	THE LOGO SHIRT FACTORY	O 24592	5K BANNER	12/16/15	27021307087	PROG SUPPLIES - ELLIS 5K	10.00 937.00*
Total ELLIS 5K							937.00*
HOOVER							
89 140937	NICOR	12/08/15	HO MAINT. BLDG	12/15/15	27022006860	HOOVER - GAS	42.78
90 140937	NICOR	12/08/15-2	MEADOWHAWK LODGE	12/15/15	27022006860	HOOVER - GAS	41.86
91 140937	NICOR	12/09/15	HO BASE	12/15/15	27022006860	HOOVER - GAS	46.47
92 140937	NICOR	12/09/15-2	BLAZING STAR	12/15/15	27022006860	HOOVER - GAS	58.36
93 140937	NICOR	12/09/15-3	KINGFISHER	12/15/15	27022006860	HOOVER - GAS	86.52
94 140937	NICOR	12/09/15-5	MOONSEED	12/15/15	27022006860	HOOVER - GAS	5.95
95 140937	NICOR	12/09/15-6	ROOKERY BLDG	12/15/15	27022006860	HOOVER - GAS	92.46
96 140937	NICOR	12/08/15-3	HOOVER HOUSE	12/15/15	27022006860	HOOVER - GAS	39.87 414.27*
97 031510	COMMONWEALTH EDISON	12/1/15	HO BASE	12/15/15	27022006861	HOOVER - ELECTRIC	17.49 17.49*
98 265085	CHERYL HILL	83524	BUNKHOUSE REFUND	12/15/15	27022007088	HOOVER SECURITY DEPOSIT R	170.00 170.00*
Total HOOVER							601.76*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
GROUND & NATURAL RESOURCES							
99 071601	GRANT'S GLASS INC.	12/10/15	F150 WINDSHIELD REPA	12/15/15	27025006216	EQUIP - GROUNDS & NATURAL	240.00
100 251510	ELBURN NAPA INC	123366	F250 OIL & FILTER	12/15/15	27025006216	EQUIP - GROUNDS & NATURAL	3.08
101 130506	MENARDS	30768	RY BRIDGE REPAIR	12/15/15	27025006837	PRESERVE IMPROV - GR & NA	243.08*
102 130506	MENARDS	30932	MILLBROOK BARN ENTRI	12/15/15	27025006837	PRESERVE IMPROV - GR & NA	46.72
103 090310	ICE MOUNTAIN	15K8106452637	WATER - HARRIS	12/15/15	27025007089	SUPPLIES - SHOP	265.59
104 130506	MENARDS	30931	SHOP SUPPLIES	12/15/15	27025007089	SUPPLIES - SHOP	312.31*
							31.90
							103.67
							135.57*
Total GROUND & NATURAL RESOURCES							690.96*
FP DEBT SERVICE							
105 011309	AMALGAMATED BANK OF CHICAGO	4866	BOND PAYMENT INTERES	12/16/15	32020006875	DEBT SERVICE 2012 INTERES	41,575.00 ***
							41,575.00*
106 011309	AMALGAMATED BANK OF CHICAGO	4866	BOND PAYMENT PRINCIP	12/16/15	32020006880	DEBT SERVICE 2012 PRINCIP	295,000.00 ***
							295,000.00*
Total FP DEBT SERVICE							336,575.00*
FP DEBT SERVICE 2007							
145 011309	AMALGAMATED BANK OF CHICAGO	2915	BOND PAYMENT INTERES	12/16/15	96020006865	DEBT SERVICE 2007 INTERES	874,212.50 ***
							874,212.50*
146 011309	AMALGAMATED BANK OF CHICAGO	2915	BOND PAYMENT PRINCIP	12/16/15	96020006870	DEBT SERVICE 2007 PRINCIP	1,500,000.00 ***
							1,500,000.00*
147 011309	AMALGAMATED BANK OF CHICAGO	8527	BOND PAYMENT INTERES	12/16/15	96020006875	DEBT SERVICE 2015 INTERE	230,023.50 ***
							230,023.50*
148 011309	AMALGAMATED BANK OF CHICAGO	8527	BOND PAYMENT PRINCIP	12/16/15	96020006880	DEBT SERVICE 2015 PRINCIP	225,000.00 ***
							225,000.00*
Total FP DEBT SERVICE 2007							2,829,236.00*

Forest Preserve Grand Total \$3,168,165.78

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

DECEMBER 9, 2015

I. Call to Order

Finance Committee Chair Cullick called the meeting to order at 4:02 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Davidson, Wehrli, and Cullick all were present.

III. Approval of Agenda

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

IV. Citizens to be Heard

No public comments were offered.

V. Approval of Claims in an Amount Not-to-Exceed \$10,000.00.

Commissioner Wehrli made a motion to forward claims to Commission for approval in the amount of \$7,790.88. Seconded by Commissioner Davidson.

The Finance Committee reviewed the claims listings. Commissioner Wehrli expressed appreciation for the new accounting coding and format for the claims list.

Director Guritz stated he would be requesting an increase to his procurement card limit to allow for automatic payments of additional utility bills, which increases efficiencies with processing District bill payments and vouchers.

The Finance Committee reviewed claim number 331 for Oswego Cleaners. Director Guritz stated that this was to clean the Ellis House linens.

The Finance Committee reviewed claim number 346 for Menards. Director Guritz stated that this was for Family Fun Night holiday decorations.

The Finance Committee reviewed claim numbers 351 and 352 from Wire Wizard. Director Guritz stated that the charges represented monthly costs for alarm monitoring.

Finance Committee Chair Cullick called the question. Aye, all. Opposed, none. The motion was unanimously approved.

VI. Farm License Agreement Addendum – Mathre – Millbrook South Grain Dryer Usage Fee

Director Guritz reported that the Mathre contract as presented did not include the usage fees for the Millbrook South grain dryers.

Commissioner Davidson asked that the language of the addendum be changed to include charges for use of the grain dryers and storage, stating that the storage of the grain should carry a fee, and is a cost effective alternative for the farm operator.

Commissioner Davidson made a motion to authorize inclusion of the addendum as amended to Farm License Agreement #15-12-001 allowing for charges for use of the grain dryers at Millbrook South. Seconded by Commissioner Wehrli. Aye, all. Opposed, none.

VII. FY 15-16 Health Care Plan Enrollment Costs and Budget Savings Report

Director Guritz provided a report showing a budget savings of \$18,402.48 for FY 15-16.

VIII. Environmental Education Summer Camps Budget, Fees, and Charges

Director Guritz reported that the summer camp budget, fees, and charges report had been brought to the Programming and Events Committee for review and approval. The goal is to reach 75% of capacity for enrollment in order to break even for the year. This represents a 15% increase over the prior year's enrollment figures.

Director Guritz presented details on the proposed Counselor in Training program, which will be brought forward for approval separately.

Director Guritz reported that the summer camp budget, fees, and charges is also listed on the Committee of the Whole agenda for review.

IX. FY 14-15 Audit Updates

Director Guritz stated that the financial statements for the period ending 11/30/15 presented in the Finance Committee meeting packets does not include the \$30,000 from the assigned farm lease with Trenton Toftoy, which will be credited to FY 14-15 in the audit report.

Director Guritz reported that \$287,164 of interest earnings was transferred into the operating fund, which included approximately \$44,000 for payment of past insurance claim deductibles paid by Kendall County. This amount was subsequently reimbursed to Kendall

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County, noting that communications are in progress with the Treasurer's Office to recode the expenditure from Preserve Improvements (6837) to Insurance Reimbursements (6838).

Director Guritz reported that the cash basis fund balance following the transfer and payment of insurance premium and deductible reimbursements is \$249,694. In consultation with Latreese Caldwell, the deficit from operations was approximately \$6,000 for the year.

The end result is that the District will retain a higher fund balance than anticipated, equating to approximately 3-months of operations.

X. Executive Session

None.

XI. Other Items of Business

The Finance Committee discussed the Schessler's Fen property. Director Guritz reported that the property was donated to the District in 2001, but did not include title for the adjacent property which includes a single family home. The access easement agreement will allow the District to access its property from the adjacent parcel.

XII. Citizens to be Heard

None.

XIII. Adjournment

Commissioner Wehrli made a motion to adjourn. Seconded by Commissioner Davidson. All, aye. Meeting adjourned at 4:49 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

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

DECEMBER 9, 2015

I. Call to Order

President Wehrli called the meeting to order at 5:36 p.m. in the Kendall County Board Room.

II. Roll Call

Commissioners Cullick, Davidson, Gilmour, Prochaska, Purcell, and Wehri all were present.

III. Approval of Agenda

Commissioner Gilmour made a motion to approve the agenda as presented. Seconded by Commissioner Cullick. All, aye. Opposed, none. Motion passed unanimously.

IV. Citizens to be Heard

No public comments were offered by those present at the meeting.

V. Director's Report

Director Guritz reported that Jay Teckenbrock has started his position as Grounds Supervisor and Resident for Hoover Forest Preserve. District staffing levels at Hoover Forest Preserve and Grounds Maintenance are currently down due to medical leave absences.

The barn at Millbrook South has been cleared of all stored materials, with efforts underway to close off the main entry points to the barn.

Director Guritz reported that there is a budget savings from the elimination of the PPO health care plan of approximately \$18,000 for the upcoming fiscal year.

Meetings with the District's farm operator lease holders are underway, with no anticipated supplemental yield payments expected thus far. Director Guritz will be meeting with Mark and Tom Mathre later in the week.

The call for proposals for the lease of 61-acres of farmland at Baker Woods Forest Preserve is under development, with the goal of getting this out for bid by mid-December.

The Nature Playscape design plans for Hoover Forest Preserve were reviewed by the stakeholder's committee at a recent meeting, with positive comments and feedback received on the initial plans. Final designs will be presented for Commission review and approval in January.

The District's Land and Water Conservation Fund grant agreement should be received in the next few weeks, which will begin the process for securing reimbursement of the \$750,000 awarded for purchase of the Fox River Bluffs property.

The United City of Yorkville approved the intergovernmental agreement for the dedication of Hoover Drive for highway purposes. Work is underway to complete and submit the jurisdictional transfer form to IDOT as part of the process for dedicating Hoover Drive as a public road.

District staff performance reviews are underway, with completion expected by January 15, 2016.

The District's FY 14-15 audit is also underway, with initial informational reports being compiled to support the audit review process.

The District is transitioning to the use of the RecPro system for scheduling and recording of all program payments. Some additional setup is needed for accepting Ellis program and rental payments in the system, with monthly program performance reporting anticipated by the end of January 2016. Once the scheduling and payment system is up and running for all program areas, staff will present the purchase of the RecPro on-line ecommerce module to Commission for approval to begin the process for accepting online payments.

Ellis House and Equestrian Center has 16 weddings scheduled for 2016, and 1 for 2017. The District's budget includes 14 events.

Director Guritz reported that he will be on vacation December 18, 2015 through January 4, 2016.

VI. Environmental Education Summer Camps Budget, Fees, and Charges

The Committee of the Whole discussed the environmental education summer camps budget, fees, and charges spreadsheet report included in the meeting packets.

The spreadsheet and proposed fees and charges has been reviewed by both the Finance and Programming and Events committees. Work is underway to respond to Commission questions related to the proposed Counselor in Training program, which will be presented for approval in January.

Director Guritz recommended that the fees and charges be presented to Commission at the December meeting to begin to market the programs early next year.

Commissioner Purcell questioned whether minimum enrollment should be raised. Director Guritz stated that anything that comes in above the breakeven point helps to offset salary costs for the Environmental Education Coordinator salaries.

Commission provided direction to present the summer camp fees and charges to Commission for approval.

VII. Ellis Lesson Horse Acquisition

Director Guritz presented at draft bill of sale for the purchase of “Raven” from Michele Crecy of St. Anne, Illinois for a cost of \$1,200, representing an \$800 discount from the advertised sale price.

Director Guritz reported that a letter of inquiry has been submitted to the Demmon Family Trust for a \$5,000 grant to help offset equestrian center horse purchases and operating costs.

Commissioner Purcell asked what was included in the budget for horse purchases. Director Guritz stated the purchase would be made using contingency funding.

Commissioner Prochaska asked whether the horse’s age at 18 years would limit the time of service within the program. Director Guritz stated that the age could be a limiting factor for service time, but should be able to provide several years of service within the program.

Commissioner Davidson expressed reservations with supporting the purchase.

Commissioner Gilmour questioned how many horses are needed. Director Guritz stated that five lesson horses are needed to adequately support the program.

Commissioner Purcell questioned whether any lessons had been cancelled as a result of limitations from the current number of horses. Director Guritz stated that two lessons had been canceled due to availability of instructors, but not from limitations on the number of horses currently available to support the program.

The Committee of the Whole provided direction to present the purchase of the horse to Commission for approval.

VIII. FY 15-16 Health Care Plan Enrollment Costs and Budget Savings Report

Director Guritz presented a report showing a budget savings of approximately \$18,400 for the upcoming fiscal year.

Commissioner Purcell noted that the actual expenditures could be higher or lower for the year depending on what happens with staffing changes which could impact enrollments and costs in the upcoming year. Commissioner Davidson expressed concerns that the savings should be conserved, and not expended on staff increases. Commission discussed the Cadillac Tax as part of the Affordable Care Act, and how this might impact health insurance plan premiums.

IX. Other Items of Business

The Committee of the Whole discussed whether the District is prepared to allow for temporary boarding at Ellis House and Equestrian Center based on a recent inquiry received from a local resident. The Committee determined that allowing temporary boarding is premature at this point without having the fees and policies in place to offer this opportunity to the public.

President Wehrli reminded Commission about the upcoming 5K Reindeer Run taking place at Ellis House and Equestrian Center this coming weekend.

X. Executive Session

Commissioner Cullick made a motion to enter into executive session under 2(c)1 of the Open Meetings Act for the purpose of discussing 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 Prochaska.

Roll Call: Commissioners Cullick, Gilmour, Prochaska, Purcell, and Wehrli, aye. Opposed, Commissioner Davidson. Executive Session called to order at 6:24 pm.

Commissioner Purcell made a motion to adjourn from executive session. Seconded by Commissioner Prochaska. All, aye. Regular meeting reconvened at 6:55 pm.

Commission provided direction to prepare a report showing the effective salaries for District staff following salary increases, including effective dates for the proposed increases for approval at the upcoming Commission meeting.

XI. Adjournment

Commissioner Purcell made a motion to adjourn. Seconded by Commissioner Prochaska. Aye, all. Opposed, none. Meeting adjourned at 6:58 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

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

DECEMBER 15, 2015

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, Gilmour, Koukol, Prochaska, Purcell, Shaw, and Wehrli all were present.

V. Approval of Agenda

Commissioner Koukol made a motion to approve the agenda as presented. Seconded by Commissioner Gilmour. 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 \$7,790.88

Commissioner Cullick made a motion to approve claims in an amount not-to-exceed \$7,790.88. Seconded by Commissioner Prochaska.

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

VIII. Approval of Minutes

- a. Forest Preserve Finance Committee Meeting – November 24, 2015
- b. Forest Preserve Commission Meeting – November 24, 2015 and December 1, 2015
- c. Forest Preserve Programming and Events Committee Meeting – December 2, 2015

Commissioner Cullick made a motion to approve the meeting minutes for the Forest Preserve Finance Committee meeting held on November 24, 2015; the Commission meetings held on November 24, 2015, and December 1, 2015; and the Forest Preserve Programming and Events Committee meeting held on December 2, 2015 as presented. Seconded by Commissioner Prochaska. All, aye. Opposed, none. Motion passed unanimously.

IX. Motion to Approve the Kendall County Forest Preserve District Employee Salary Schedule for December 1, 2015 through November 30, 2016, which Includes an Aggregate Sum for Scheduled Increases for a Total Amount Not-to-Exceed \$12,167.47.

Commissioner Purcell made a motion to approve the Kendall County Forest Preserve District employee salary schedule for December 1, 2015 through November 30, 2016, which includes an aggregate sum for scheduled increases for a total amount not-to-exceed \$12,167.47. Seconded by Commissioner Cullick.

Director Guritz presented a schedule of forest preserve employee salaries which include a schedule and effective dates for increases.

Roll call: Commissioners Cullick, Davidson, Gilmour, Koukol, Prochaska, Purcell, Shaw, and Wehrli, aye. Opposed, None. Motion approved unanimously.

X. Motion to Approve the 2016 Environmental Education Spring Break and Summer Camp Fees and Charges

Commissioner Cullick made a motion to approve the 2016 environmental education spring break and summer camp fees and charges. Seconded by Commissioner Gilmour.

President Wehrli stated that the fees and charges schedules had been presented and reviewed by both the Finance and Programming and Events committees.

Roll call: Commissioners Cullick, Davidson, Gilmour, Koukol, Prochaska, Purcell, Shaw, and Wehrli, aye. Opposed, None. Motion approved unanimously.

XI. Executive Session

None.

XII. Other Items of Business

Commissioner Flowers arrived at 9:07 am.

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Director Guritz reported that two electrical utility poles were broken by wind damage from the past weekend, with an initial quote of \$1,700.00 to replace the poles. Commissioner Davidson suggested contacting R&R Electrical out of Plano for an alternate quote.

President Wehrli reported that 85 runners participated in the Reindeer Run 5K at Ellis.

President Wehrli thanked Commission, staff and District volunteers for all their hard work and efforts in 2015.

XIII. Citizens to Be Heard

No public comments were offered by those in attendance.

XIV. Adjournment

Commissioner Cullick made a motion to adjourn. Seconded by Commissioner Prochaska. Aye, all. Opposed, none. Meeting adjourned at 9:08 am.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

Blue Peak Tents
 1151 Atlantic Dr. Suite 3
 West Chicago, IL 60185
 Phone: 630.338.0288
 Fax: 630.749.4216

Proposal

Date	12/18/2015
Estimate #	63900-A

www.BluePeakTents.com

Customer and Bill To

Ellis House Equestrian Center
 David Guritz
 13986 McKanna Rd.
 Minooka, IL 60447

Deliver To

Ellis House Equestrian Center
 Tina Villarreal
 13986 McKanna Rd.
 Minooka, IL 60447

P.O. Number	Terms	Delivery Date	Pick-up Date	Event Date
	Due on receipt			Seasonal

Delivery and pick-up dates/times are conditional upon the weather, and the safety of our employees

Qty	Description	Unit Price	Total
1	40x80 White Century Pole Tent (12) 8'x20' Sections of Keder Cathedral Window Tent walls, secured down by wall bars for wind and weather ***Walls are able to open and close*** (8) Par 38 Can Up lights attached to tent center poles (1) 2000 Watt Light Dimmer (8) 12" High Velocity, White, Pole-Mounted Fans Maintenance: A weekly site visit will be performed to make sure tent is safe and in proper working condition. After Hours Service: Ellis House will be given the cell phone numbers of two account managers for any emergency situations after normal business hours.	17,400.00	17,400.00
	Subtotal		17,400.00
	Delivery/Pick-up	0.00	0.00
	Ellis House to be billed \$2,900 per month for six months with first invoice starting April 1st, 2016		

By signing I, the Customer or authorized representative of the Customer, accept this proposal as a rental contract from Blue Peak Tents Inc. and acknowledge that all listed information on this contract is correct. I have been given and read the Terms and Conditions of the Rental Services set forth on the back page hereof and agree to these terms from Blue Peak Tents, Inc., as these terms and conditions are made part of this contract.

Total	\$17,400.00
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Signature: _____ Date: _____

Printed: _____

Blue Peak Tents, Inc.- Terms and Conditions of Long Term Rentals and Leases

For the purpose of this Rental Agreement, "Blue Peak" shall mean Blue Peak Tents Inc., its employees, and its subcontractors, and "Customer" shall mean the customer, its agents and/or employees. In consideration of the rental items (herein "the rental item or items"), the customer agrees to the following terms:

- 1) **INDEMNITY/HOLD HARMLESS**- Customer will take all necessary precautions regarding the items rented, and protects all persons and property from injury or damage. Customer agrees to indemnify, defend and hold harmless Blue Peak from and against and or all liability, claims, judgments, attorney's fees and costs of every kind of nature, including but not limited to, injuries or death to persons and damage to property, arising out of use, maintenance, instruction, operation, possession, ownership or rental of the items rented, however caused, except claims or litigation arising through the sole gross negligence or willful misconduct of Blue Peak. Blue Peak shall not be responsible for any damage to any property placed under tents or structures. Customers may place personal property under tent structures at their own risk. Customer is aware that tents are temporary structures not made to withstand all weather conditions and may fall down in such extreme weather conditions.
- 2) **ASSUMPTION OF RISK- DISCHARGE OF LIABILITY**- Customer is fully aware and acknowledges there is risk of injury or damage arising out of the use or operation of the items rented hereunder and hereby elects to voluntarily enter into this rental agreement and assume all of the above risks or injury. Customer agrees to release and discharge Blue Peak from any and all responsibility or liability from such injury or damage against Blue Peak which Customer otherwise may be entitled to assert.
- 3) **DELIVERY, INSTALLATION, INSPECTION OF RENTAL ITEMS**- Customer rents the rental items on an "as is" basis. Customer agrees to release Blue Peak of any liability for any damage to any property due to delivery, installation and removal of equipment. This includes but is not limited to ruts in grass, scratches or cracks on the installed surface, and high wind related damages. It is the responsibility of the renter to communicate to Blue Peak the location of any underground utilities or sprinkler systems, including but not limited to wiring, pipes, sewage systems, or any other interferences. If Customer fails to give warning and correct locations Blue Peak will not be held responsible for damages to underground utilities. Customer acknowledges that he has, or will, personally inspect the rental items prior to use and finds the items suitable for customer's needs and in good working order. Customer acknowledges receipt or all listed in the Rental Contract and that rented items are in good working order and repair and that the Customer understands (without further instructions) the proper operation and use of items. Blue Peak shall not be required to install equipment at any time when rains, wind, etc. makes work unsafe for employees and/or equipment. Blue Peak shall not be required to install in an area that Blue Peak determines to be too muddy, dirty, unsafe, or unfit for the installation. Blue Peak will be the sole judge thereof. The area of installation must be free of obstructions such as trees, poles, etc. Areas of tent installation must be of adequate size with a minimum of 10 feet of space around the entire perimeter of the tent for staking. If the Customer is not present during the finish of delivery or installation, Customer waives their right to inspect and count the rental items and will rely on the counts by Blue Peak.
- 4) **POSSESSION/TITLE**- This is a rental agreement only and the rental items shall remain the personal property of Blue Peak. The rental items shall not be removed from the place of installation or delivery. Customer's right to possession of the rental items begins upon the rental items leaving Blue Peak and terminates when items are picked up by Blue Peak or brought to Blue Peak warehouse by Customer. Retention of possession after this date constitutes a breach of this Rental Agreement. Customer agrees not to sublet or loan the rental items from the address at which the Customer represented they were used.
- 5) **RENTAL PERIOD/RATE/PAYMENTS**- If Customer makes greater use of the rental items than agreed upon, it is agreed that the additional usage will be charged. Blue Peak may terminate rental at any time and retake the rental items without further notice, in case of violation by Customer of any terms or conditions of this Rental Contract. Customer agrees to pay any collection of this account or any dispute arising out of this Rental Agreement. Unless otherwise stated in writing, final payment is due on or before delivery and can be paid by cash, check, MasterCard, or Visa. A 3% charge will be assessed to all American Express transactions. Customer agrees to pay monthly service charges for all unpaid balances. All deposits made on rental contracts are non-refundable. Cancellations or significant reductions of rental items prior to 72 hours before delivery will be subject to cancellation fee on half of contract costs. Cancellations or significant reductions of rental items within 72 hours of delivery will be subject to cancellation fees of full contract cost.
- 6) **PROPER CARE**- Customer shall be monetarily responsible for all damage to rental items. Damage includes but is not limited to: damages due to overturning, overloading, or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying of rental items by paint, mud, plaster, ash, concrete, rosin, wax or any other material. Open flames and fires are strictly prohibited under the tent and within 30 feet of the outside perimeter of the tent.
- 7) **COMPLIANCE WITH LAW/USE RENTAL ITEMS**- Customer agrees not to use or allow anyone to use the rental items in any illegal manner or in any unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, country, state, and federal laws, ordinances and regulations which may apply to the use, licenses, fines, fees, permits, or taxes arising from his use of the rental items. Customer is responsible for obtaining all permits from the appropriate government agencies. If permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement with Blue Peak or its subcontractors. Customer shall not allow any person who is not qualified or who does not utilize all safety equipment required to operate or use the rental items. Customer acknowledges that Blue Peak has no responsibility to inspect the rental items while they are in the Customer's possession.
- 8) **RETURN OF RENTAL ITEMS**- Customer agrees to return to Blue Peak the rental items in good condition as when received by agreed Return Date. Customer shall be liable for all damages to or loss of the rental items and liability incurred prior to rental items return to Blue Peak. Customer shall be responsible for all costs incurred by Blue Peak recovering and returning damaged rental items to Blue Peak's premises. If rental items are to be "picked up" by Blue Peak, Customer agrees to provide a secure storage location and Customer accepts all risk including damage and theft and liability to rental items for a the period of time until the rental items are picked

Blue Peak Tents, Inc. - Terms and Conditions of Long Term Rentals and Leases
up by Blue Peak.

9) **DISCLAIMER OF WARRANTIES**- Blue Peak makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the rental items are fit for customer's particular intended use or that is free of latent defects. Blue Peak shall not be responsible to customers or any third party for any loss, damage or injury resulting from, or in anyway attributed to the operation of, use of or any failure of rental items. Customers remedy for any failure of or defect in the rental items shall terminate rental charges at time of failure, provided that the Customer notifies Blue Peak immediately and returns the rental items to Blue Peak within twenty-four (24) hours of such failure.

10) **DEFAULT**- Should Customer in any way fail to observe or comply with any provision of this Rental Agreement, Blue Peak may, at its sole discretion, may terminate this Rental Agreement, retake the rental items, declare any charges due and payable and initiate legal process to recover monies owed. If for any reason it becomes necessary for Blue Peak to retake the rental items, Customer authorizes Blue Peak to retake the rental items without notice or further legal process and agrees that Blue Peak shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.

11) **LEGAL FEES**- In the event an attorney is retained to enforce a provision of this Rental Agreement; the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action or proceedings in an amount to be determined by the court.

12) **NOTICE OF NON-WAIVER/SEVERABILITY**- Any failure of Blue Peak to insist upon strict performance by Customer in regard to any provisions of this Rental Agreement shall not be interpreted as a waiver of Blue Peak's right to demand strict compliance with all other provisions of this Rental Agreement or shall be severable so that the enforceability, invalidity or waiver of any provision shall not affect any other provision.

13) **MOVING OF NON-RENTAL ITEMS**- Blue Peak is not liable for any damage arising from customer requested/implied request to move non-rental items, including, but not limited to furniture, vehicles, plants, lights, ect.

14) **WEATHER**- Tents and structures are inherently dangerous and are used as temporary structures designed to handle most normal weather conditions; however, there may be situations that become unsafe such as high winds or lightning. **EVACUATION OF THE TENTS IS HIGHLY RECOMMENDED IN THESE AND OTHER UNSAFE WEATHER CONDITIONS.** If weather or winds damages rental items or collapses a tent while in the possession of the customer, Blue Peak shall not be responsible to fix, repair, or re-install tents or other rental items before the event. The rental items and tents shall not be touched or moved by the Customer until Blue Peak is available to retake the items. If after delivery, weather conditions either damage the rental items or weather makes the rental items unsuitable for use, there will be no refund and Customer shall be still liable for full contract cost.

SUMMARY: RESPONSIBILITY OF THE EQUIPMENT REMAINS WITH THE CLIENT FROM THE TIME OF DELIVERY TO THE TIME OF PICKUP. Please be sure all equipment is secured when not in use and protected from weather. All collection fees, attorney fees, court costs, or any expense involved in the collections of rental charges or damaged items will be the client's responsibility. Be sure all equipment is returned according to these **TERMS & CONDITIONS**. The client is solely responsible for any additional charges incurred as a result of failure to meet these conditions. **I HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT. THIS CONTRACT IS VALID FOR ALL RENTALS PURCHASED BY THIS CUSTOMER, AND SUPERCEDES ALL PRIOR CONTRACTS. A LARGER FONT VERSION OF THIS CONTRACT IS AVAILABLE UPON REQUEST.**

COFFMAN TRUCK SALES, INC.

1149 West Lake Street * P.O. Box 151
Aurora, IL 60507
Phone: 630-892-7093 * Fax: 630-892-1080
www.coffmantrucks.com

ESTIMATE#1 REPAIR SPREADER

KENDALL COUNTY FOREST PRESERVE
2009 FORD F250
1FTSX21R09EA77058

*REPAIR SALT SPREADER -

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1	SPREADER HARNESS	\$81.34
1	TRUCK SIDE HARNESS	\$348.84
2	SPINNER - BEARINGS	\$43.68
1	BELT	\$40.87
1	PULLEY	\$47.51
1	CHAIN	\$179.06
2	DRAW LATCH	\$72.62
	PARTS TOTAL	\$813.92
	LABOR TOTAL	\$346.50
	DIAG / INSPECTION	\$118.80
	MISC. SUPPLIES	\$15.00
	ESTIMATE TOTAL	\$1,294.22

*NOTE - THE OUTER SHELL IS CRACKED, DOES NOT AFFECT SPREADER OPERATION, BUT WILL GET WORSE. WE DO HAVE TO ORDER THE PARTS AND TAKES ABOUT 3-5 DAYS TO ARRIVE



R&R ELECTRICAL CONTRACTORS, INC.

15660G MILLER ROAD
 PLANO, IL. 60545
 630-552-1106
 FAX 630-552-1411

Invoice

Date	Invoice #
12/21/2015	6347

Bill To
KENDALL COUNTY FOREST PRESERVE 110 W MADISON ST YORKVILLE, IL. 60650

Terms	Due Date
Due on receipt	12/21/2015

Description	Amount
CONTRACT BILLING FOR WORK DONE AT ELLIS HOUSE AND EQUESTRIAN CENTER. AUGER 2 HOLES AND INSTALL 2 POLES.	1,400.00
Total	\$1,400.00