

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
291	020172 BARRETT'S ECOWATER	32216	WATER FILTRATION	04/19/16	27021007080	GROUND & MAINT - ELLIS H	25.00
292	130506 MENARDS	34361	ICE MELT, HANGERS	04/19/16	27021007080	GROUND & MAINT - ELLIS H	71.10 96.10*
					Total ELLIS HOUSE		462.52*
293	130506 MENARDS	39205	CAT CHOW	04/19/16	27021017080	GROUND & MAINT - ELLIS B	12.78
294	130506 MENARDS	40063	BARN SUPPLIES	04/19/16	27021017080	GROUND & MAINT - ELLIS B	16.20 28.98*
					Total ELLIS BARN		28.98*
295	130506 MENARDS	39205	STANLEY MT SET	04/19/16	27021027080	GROUND & MAINT - ELLIS G	29.99 29.99*
					Total ELLIS GROUNDS		29.99*
296	070180 OMAR ANONIO GAMERO	REUND	REFUND / OVERCHARGE	04/16/19	27021127090	CREDIT CARD FEE EXP - ELL	100.00 *** 100.00*
					Total ELLIS BIRTHDAY PARTIES		100.00*
297	151992 OSWEGO PRINTING SERVICES	73306	BUSINESS CARDS FOR T	04/19/16	27021207081	PROMO/PUBLICITY - ELLIS W	49.50
298	190816 SHAW MEDIA	03/11/16	NEWSPAPER ADS	04/19/16	27021207081	PROMO/PUBLICITY - ELLIS W	59.90 109.40*
					Total ELLIS WEDDINGS		109.40*
299	230045 VORTEX TECHNOLOGIES, INC	5010,5011	CALIBRATION-SIEMANS	04/19/16	27022006862	HOOVER - OTHER UTILITIES	580.00
300	230045 VORTEX TECHNOLOGIES, INC	5010,5011	MILLTRONICS XRS-5 SE	04/19/16	27022006862	HOOVER - OTHER UTILITIES	995.01 1,575.01*
301	130506 MENARDS	39317	HO SHOP SUPPLIES	04/19/16	27022006863	HOOVER - SHOP SUPPLIES	8.82
302	130506 MENARDS	18398	HOOVER SUPPLIES	04/19/16	27022006863	HOOVER - SHOP SUPPLIES	78.85 87.67*
303	130506 MENARDS	39489	BUNKHOUSE SUPPLIES	04/19/16	27022006864	HOOVER - BUILDING MAINTEN	192.33
304	211430 UNIQUE PRODUCTS & SERVICE	308190-2	SOAP-BUNKHOUSES	04/19/16	27022006864	HOOVER - BUILDING MAINTEN	68.88 261.21*
305	012061 ATLAS BOBCAT	661879	BOBCAT REPAIRS	04/19/16	27022006866	HOOVER - OTHER EXPENSES	1,314.87 1,314.87*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
306	200913 MARICELA TORRES	16-00078	ML SEC DEP REFUND	04/19/16	27022007088	HOOVER SECURITY DEPOSIT R	199.88 199.88*
ENV ED SCHOOL							3,438.64*
307	060304 FIRST NATIONAL BANK OMAHA	APRIL 29-2016	SCHOOL FIELD TRIPS	04/19/16	27023016849	ENV EDUC - SCHOOL PROG EX	37.38
308	131567 APRIL MORRIS	03-21-2016	FIELD TRIP SUPPLIES	04/19/16	27023016849	ENV EDUC - SCHOOL PROG EX	32.08 69.46*
ENV ED NATURAL BEGINNINGS							69.46*
309	060304 FIRST NATIONAL BANK OMAHA	APR 29 2016	NAT'L BEG. SUPPLIES	04/19/16	27023036849	ENV EDUC - NATURAL BEGINN	61.42 61.42*
ENV ED OTHER PUBLIC PROGRAMS							61.42*
310	041511 EMILY DOMBROWSKI	3-21-2016	MAPLE SYRUP PROGRAM	04/19/16	27023046849	ENV EDUC - OTHER PUBLIC P	48.68
311	060304 FIRST NATIONAL BANK OMAHA	APRIL 29-2016	PROGRAM SUPPLIES	04/19/16	27023046849	ENV EDUC - OTHER PUBLIC P	105.24 153.92*
ENV ED LAWS OF NATURE							153.92*
312	060304 FIRST NATIONAL BANK OMAHA	APRIL 29-2016	PET SUPPLIES	04/19/16	27023056849	ENV EDUC - LAWS OF NATURE	32.39 32.39*
GROUND & NATURAL RESOURCES							32.39*
313	220626 VERIZON (FOREST PRESERVE)	9762369186	CELL PHONES	04/19/16	27025006207	TELEPHONE - GROUNDS & NAT	675.27 675.27*
314	012290 AUTOMOTIVE SPECIALTIES INC	21381	F150 SERVICE-OIL/FIL	04/19/16	27025006216	EQUIP - GROUNDS & NATURAL	60.19
315	071220 GJOVIK FORD, INC	FOCS332278	F350 REPAIR	04/19/16	27025006216	EQUIP - GROUNDS & NATURAL	1,627.50 1,687.69*
316	110531 KENDALL CO HIGHWAY DEPT	MARCH 2016	GAS/DIESEL - MARCH	04/19/16	27025006217	FUEL - GAS & OIL	863.82 863.82*
317	020507 BELSON OUTDOORS	136868	LITTER BAGS	04/19/16	27025006837	PRESERVE IMPROV - GR & NA	694.90
318	030540 CENTRAL LIMESTONE CO INC	5941-6035	JAY WOODS GRAVEL	04/19/16	27025006837	PRESERVE IMPROV - GR & NA	36.11
319	030540 CENTRAL LIMESTONE CO INC	5941-6035	HARRIS GRAVEL	04/19/16	27025006837	PRESERVE IMPROV - GR & NA	14.03
320	030540 CENTRAL LIMESTONE CO INC	5941-6035	HOOVER GRAVEL	04/19/16	27025006837	PRESERVE IMPROV - GR & NA	139.15
321	030540 CENTRAL LIMESTONE CO INC	5941-6035	MARAMTECH, R YOUNG GR	04/19/16	27025006837	PRESERVE IMPROV - GR & NA	23.06 907.25*

frmPrtClaim Kendall County

04/08/16 9:20:21 AM Page 016

COMBINED Claims Listing

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
322 011226	REPUBLIC SERIVCES	0551-012398993	HARRIS, HOOVER REFUSE	04/19/16	27025006847	REFUSE PICKUP - GROUNDS &	450.85 450.85*
323 140937	NICOR	03/28/16	MILLBROOK SOUTH	04/19/16	27025006848	GAS - GROUNDS & NATURAL R	85.52 85.52*
324 060304	FIRST NATIONAL BANK OMAHA	4-29-16	WATER DELIVERY	04/19/16	27025007089	SUPPLIES - SHOP	3.95
325 101297	JOHN DEERE FINANCIAL	1186188	MOWERS SUPPLIES	04/19/16	27025007089	SUPPLIES - SHOP	233.75
326 251510	ELBURN NAPA INC	448-131870	JACK, OIL CHANGE	04/19/16	27025007089	SUPPLIES - SHOP	276.97 514.67*
Total GROUNDS & NATURAL RESOURCES							5,185.07*

COURTHOUSE RENOVATIONS

363 251530	YORKVILLE COMMUNITY UNIT DISTR 16-00087		COURTROOM SECDEP REF	04/19/16	85020006650	EXPENDITURES	100.00
Total COURTHOUSE RENOVATIONS							100.00*

FP BOND PROCEEDS 2007

379 140194	NATURAL RESOURCE MGMT, INC	16-16	MARAMECH FIELD DAY	04/19/16	95020006830	NATURAL AREAS MANAGEMENT	2,496.00
380 020905	BIG BEN BUILDERS	1 OF 2	CONTRACT #04-16-001	04/19/16	95020006850	PROJECT FUND EXPENSES	9,117.00

Total FP Bond Proceeds 2007 11,613.00

Total Forest Preserve Claims 23,303.61

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

APRIL 5, 2016

I. Call to Order

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

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

Commissioner Prochaska offered an invocation for the meeting.

IV. Roll Call

Commissioners Cullick, Davidson, Flowers, Gilmour, Gryder, Koukol, Prochaska, 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 \$15,338.98.

Commissioner Cullick made a motion to approve claims in an amount not-to-exceed \$15,338.98. Seconded by Commissioner Davidson.

President Wehrli reported that the claims list had been reviewed by the Finance Committee, with a recommendation for approval by Commission.

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

VIII. Approval of Minutes

- a. Forest Preserve Commission Meeting – March 16, 2016
- b. Forest Preserve Finance Committee Meeting – March 24, 2016

Commissioner Cullick made a motion to approve the meeting minutes for the Forest Preserve Commission meeting held on March 16, 2016 and the Finance Committee meeting held on March 24, 2016. Seconded by Commissioner Prochaska. All, aye. Opposed, none. Motion passed unanimously.

IX. Motion to Approve Stifel, Nicolaus & Co., Inc. as Senior Managing Underwriter and Bernardi Securities, Inc. as Co-managing Underwriter on the Proposed General Obligation Refunding Bonds, Series 2016

Commissioner Cullick made a motion to approve Stifel, Nicolaus & Co., Inc. as senior managing underwriter, and Berardi Securities, Inc., as co-managing underwriter on the proposed general obligation refunding bonds, Series 2016. Seconded by Commissioner Prochaska.

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

X. Motion to Approve Ice Miller, LLP as Disclosure Counsel to the District on the Proposed General Obligation Refunding Bonds, Series 2016 for an Amount Not-to-Exceed \$6,500.00

Commissioner Cullick made a motion to approve Ice Miller, LLP as disclosure counsel to the District on the proposed general obligation refunding bonds, series 2016 for an amount not-to-exceed \$6,500.00. Seconded by Commissioner Gryder.

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

XI. Motion to Approve the FY 14-15 Audited Financial Statements of the Kendall County Forest Preserve District

Commissioner Cullick made a motion to approve the FY 14-15 audited financial statements of the Kendall County Forest Preserve District. Seconded by Commissioner Koukol.

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

XII. Resolution #16-04-001 Approval of Professional Service Contract #04-16-001 with Big Ben Builders of Yorkville, Illinois for the Purchase and Installation of Ellis House Windows for an Amount Not-to-Exceed \$18,234.00.

Commissioner Cullick made a motion to approve Resolution #16-04-001 for approval of professional services contract #04-16-001 for the purchase and installation of Ellis House windows for an amount not-to-exceed \$18,234.00. Seconded by Commissioner Shaw.

President Wehrli stated that the purchase of the windows had been reviewed at both the Finance Committee meeting and Committee of the Whole. The proposal replaces five windows at the Ellis House.

Roll call: Commissioners Cullick, Davidson, Flowers, Prochaska, Shaw and Wehrli, aye. Opposed, Commissioners Gilmour, Gryder and Koukol. Motion carried by a vote of 6 to 3.

Commissioner Purcell entered the meeting at 6:10 pm.

XIII. Resolution #16-04-002 Approval Professional Service Contract #04-16-002 with Custom Manufacturing, Inc., for the Purchase and Installation of a Pedestrian Bridge in Richard Young Forest Preserve for an Amount Not-to-Exceed \$17,000.00.

Commissioner Cullick made a motion to approve Resolution #16-04-002 for approval of professional services contract #04-16-002 for the purchase and installation of a pedestrian bridge in Richard Young Forest Preserve for an amount not-to-exceed \$17,000.00. Seconded by Commissioner Flowers.

President Wehrli reported that the bridge is in need of replacement. The current bridge does not meet code, and is warped due to stream bank erosion impacting piers.

Commissioner Davidson inquired into whether additional proposals were sought for the replacement. Director Guritz reported that other proposals were not sought, but Custom Manufacturing has provided bridge replacement services to the District in the past.

Commissioner Davidson inquired what fund would be used to pay for the replacement costs. Director Guritz stated this would be covered by the District's capital fund, with \$50,000.00 available for forest preserve improvements.

Director Guritz stated that materials from the old bridge will be salvaged for future use.

Commissioner Gilmour inquired whether Custom Manufacturing would be removing the bridge. Director Guritz stated that District staff would be assisting with the demolition of the existing structure.

Roll call: Commissioners Cullick, Davidson, Flowers, Gilmour, Gryder, Koukol, Prochaska, Shaw and Wehrli, aye. Opposed, none. Present, Commissioner Purcell. Motion carried by a vote of 9 to 1.

XIV. Executive Session

Commissioner Gryder made a motion to enter into executive session under 2(c)1 and 2(c)5 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; and to discuss the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. Seconded by Commissioner Koukol.

Roll call: Commissioners Cullick, Davidson, Flowers, Gilmour, Gryder, Koukol, Prochaska, Purcell, Shaw and Wehrli, aye. Opposed, none. Executive session called to order at 6:12 pm.

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

Regular meeting reconvened at 6:37 pm.

XV. Other Items of Business

President Wehrli provided updates to the Board of Commissioners concerning recent press coverage of Millbrook Bridge, reporting that Millbrook would not be considering an intergovernmental agreement with the District until after the November elections.

Director Guritz reported that The Conservation Foundation was seeking a letter of commitment to form a grant partnership for restoration of Monarch butterfly habitat. If awarded, the District would receive \$15,000 of support for habitat restoration that would be matched by habitat restoration efforts beginning in late 2016.

XVI. Citizens to Be Heard

Todd Milliron of Yorkville expressed concerns regarding media reports that the District did not attend the recent Village of Millbrook board meeting where they discussed the District's request to enter into an intergovernmental agreement to support the repair of Millbrook Bridge.

President Wehrli stated that the District had attended recent meetings to present the terms of an intergovernmental agreement, and was not invited to attend the most recent meeting where the board deliberated on the subject.

XVII. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Cullick. Aye, all. Opposed, none. Meeting adjourned at 6:43 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
PROGRAMMING AND EVENTS COMMITTEE MEETING MINUTES
APRIL 6, 2016**

I. Call to Order

Chairman Flowers called the meeting to order at 6:06 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Prochaska, Purcell, and Flowers all were present.

III. Approval of Agenda

Commissioner Prochaska made a motion to approve the agenda. Seconded by Commissioner Purcell. All, aye. Opposed, none.

IV. Citizens to be Heard

Rebecca Roulo of Plainfield recited her letter of resignation as a volunteer for Ellis House and Equestrian Center. Commissioner Flowers extended additional time to allow sufficient time to read the full letter. Rebecca Roulo expressed concerns about the professionalism of staff, staff shortages, and horse condition and care. A transcript of the letter was submitted to the Board of Commissioners.

Liz Klockars of Oswego read her letter of resignation as a volunteer for Ellis House and Equestrian Center. Liz Klockars expressed concerns about the professionalism of staff, staff shortages, and horse condition and care. A transcript of the letter was submitted to the Board of Commissioners.

Director Guritz thanked Rebecca for her service.

V. Ellis House Wedding and Rental Event Online Marketing Options

Events Coordinator Tina Villarreal presented a report on options for expanding online marketing presence with Wedding Guide-Chicago, The Knot, Rustic Wedding Guide, and Wedding Wire. Events Coordinator Villarreal reminded the Committee that Uncle Bub's had recently sponsored an ad in the Wedding Guide-Chicago, and that Ellis is listed with The Knot currently as a free listing.

Events Coordinator Villarreal described the additional storefront presence the District would have if a decision were made to expand our web presence.

The Programming and Events Committee discussed the current budget available for marketing. Director Guritz reported that approximately \$300-\$400 remains in the weddings marketing budget, with additional funds available through the District's general marketing and promotions line item. If a per month payment plan is available for the store front, it

would be a stretch, and likely require some contingency funding to pay the full cost through the end of the fiscal year. Events Coordinator Villarreal stated that all of the venues provide a payment plan option. The Programming and Events Committee reviewed the year-to-date figures for promotional expenditures.

Commissioner Flowers stated that she would be willing to move “The Knot” storefront plan forward.

The Programming and Events Committee discussed the volume of wedding events and house rentals for the year. Director Guritz stated that because we are doing better than revenue projections, this would be the year to take the risk in order to boost rental events in the current and upcoming fiscal years.

The Programming and Events Committee provided direction to request a discount for the first year subscription, and present the final proposal at the upcoming Committee of the Whole meeting.

VI. Ellis Horse Updates & Discussion

Director Guritz reported that Equestrian Program Coordinator Amy Martin was not able to attend the meeting, but reported that lessons and birthday party bookings are picking up for the year. A full report will be provided at the May Programming and Events Committee meeting.

Equestrian center staff are working on conditioning Shadow in the program. A follow-up meeting will take place next week to review progress.

Director Guritz stated that Ellis Equestrian Center staff are recommending finding a more suitable home for the mini-horse Polly. The District plans to begin putting out feelers for rehoming Polly to retire him from the program, and to also make room for the horses from Sunrise North.

VII. Ellis Equestrian Center Program YTD FY Comparison Report

The Programming and Events Committee tabled discussion of the year-to-date status for equestrian center programming to May.

VIII. Environmental Education Program YTD FY Comparison Report

Environmental Education Coordinator Emily Dombrowski presented a report on school program bookings for January through the end of May 2016, which included a comparison of bookings in 2015.

Director Guritz stated that the challenge with programming is living within our limits. The school program bookings scheduled are at capacity for what the District is able to deliver due to staff constraints.

Commissioner Purcell asked about capacity within the District's programs. Director Guritz stated that both April Morris and Emily Dombrowski must average less than 30-hours per week over a six-month period in order to stay under the threshold where the District would need to extend pro-rated benefits. Any additional program bookings would make it difficult to stay below this average. Ellis rental functions are different because the District has staff members able to extend rental event support because they are well below the 30-hour per week average.

The Programming and Events Committee discussed the balance of finding qualified individuals to fill intermittent part-time positions that carry sufficient hours for employment.

The Programming and Events Committee reviewed the school programs report. Total student participation through May is estimated at 3,749 students totaling just under \$20,000.00 in total revenue. This compares to 5,406 students in 2015 generating \$12,768.00 in total revenue. Based on the number of programmable days in the fall, the District should come close to achieving budget projections for the year.

IX. Past Program Reports

(Maramech Restoration; Maple Syrup; Bridal Expo)

Environmental Education Coordinator April Morris presented the results of the Maple Syrup program. The Forest Foundation provided a \$300.00 pilot program grant for supply purchases. 18 families attended, with the breakfast sponsored by Silver Dollars restaurant.

Environmental Education Coordinator Dombrowski presented information on recent social media successes. Facebook 'likes' has grown from 400 individuals to 648. Efforts continue to reach out to Facebook parent groups in Kendall County, which is helping generate public program registrations. E-newsletter subscriptions continue to grow, with over 1,200 current subscribers.

Director Guritz reported that the Maramech restoration project was a great success. The District was featured on ComEd's website feed. All brush materials cut and treated by contractors was gathered and burned by approximately 30 volunteers over two work days. The entire slope area west of the platform has been cleared of dense brush materials.

Events Coordinator Villarreal reported on the 2016 Bridal Expo. The expo resulted in three bookings, with similar participation from venue shoppers and vendors (25 brides-to-be and 18 vendors attending) to the 2015 expo. The 2016 Expo generated just over \$1,200 in revenue, with expenses at \$150.00. The expo was advertised in the local papers.

X. Citizens to be Heard

Liz Klockars of Oswego read her letter of resignation as a volunteer for Ellis House and Equestrian Center. Liz Klockars expressed concerns about the professionalism of staff, staff shortages, and horse condition and care. A transcript of the letter was submitted to the Board of Commissioners.

Director Guritz thanked Liz for her service.

GeorgeAnne Jarecki, a long-time Ellis volunteer presented concerns about the amount of time Tina Villarreal is able to extend to support rental functions, and expressed concerns about the load of work that she and others will need to take on with the limited amount of time and support extended to these events.

Director Guritz thanked GeorgeAnne for her years of service, and stated that the District will provide the support needed for the rental events.

XI. General Discussions and Updates

Director Guritz reported that an offer for employment has been extended to a candidate that will support both environmental education and Ellis House grounds and events. This will be a year-round intermittent part time position, and will fill the role of one of the two seasonal positions at Ellis, with hours extended falling within budget restrictions.

Director Guritz reported that his interview with Anne Vickery will take place this Friday.

Sunrise North is working to confirm a move-in date, likely May 1. Ozinga has offered to donate the new concrete walkway.

XII. Executive Session

None.

XIII. Adjournment

Commissioner Prochaska made a motion to adjourn. Seconded by Commissioner Purcell.
Aye, all. Meeting adjourned at 7:28 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

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

APRIL 13, 2016

I. Call to Order

Finance Committee Chair Cullick called the meeting to order at 4:36 pm in the Kendall County Board Room.

II. Roll Call

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

III. Approval of Agenda

Commissioner Gryder made a motion to approve the agenda as presented. Seconded by Commissioner Wehrli. 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 \$23,303.61.

Commissioner Davidson made a motion to forward claims to Commission in the amount of \$23,303.61. Seconded by Commissioner Gryder.

The Finance Committee reviewed the claims list.

Commissioner Wehrli inquired about claim numbers 284 and 285 for banners. Director Guritz stated that banners were ordered from Vesco Reprographics for the Maple Syrup program and summer camps. Banners will be posted at Hoover and Baker Woods (Route 52) to promote summer camps and equestrian programs.

Commissioner Wehrli inquired about claim numbers 299 and 300 for Vortex Industries. The claims represented a payment for an annual calibration of monitoring equipment, and installation of a new wastewater monitoring sensor.

Commissioner Gryder inquired into claim number 315 for Gjovik Ford for F350 repairs. Director Guritz reported that the repairs were reviewed at the last Finance Committee meeting.

Commissioner Davidson inquired into claim numbers 287 and 288 for ComEd and Champion Energy, and why the District pays for two electric bills for the same location. Director Guritz reported that under our contract with Champion, the District pays a fixed rate per kilowatt hour. ComEd bills for delivery of the electricity, but does not charge for actual usage.

DRAFT

Commissioner Wehrli inquired into claim 322 for Republic Services. Director Guritz stated that this is for trash pickup at both Harris and Hoover.

Director Guritz reported that the District has cancelled its internet service with ClearSky at Ellis in favor of better rates with Verizon. The goal is to transfer the main phone line for Ellis over to Verizon service, and cut one AT&T line charge at this location.

The Finance Committee discussed claim number 379 for Natural Resource Management, Inc. Director Guritz stated that this was part of the ComEd Green Region grant program. NRM provided a 5-member crew workday at Maramech Forest Preserve.

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

VI. Facility and Event Attendant Position Discussion

Director Guritz presented a draft description for the proposed Facility and Event Attendant position. The purpose for the position description is to formalize extensions of internal part time staff support for weddings and other rental functions when the Events Coordinator is not present during an event, and for additional support for weddings. Assignment of additional hours to part time staff for wedding coverage is common practice at Ellis, and the goal is to formalize the extension of time under a separate position description.

Director Guritz stated he does not think he will need to hire additional staff to fill this role, but it remains to be seen if all events can be covered by current staff. Event support is also included in the Ellis House and Equestrian Center seasonal position description.

Commissioner Gryder asked whether this means that part-time staff would have two position descriptions. Director Guritz stated that he would have part-time staff members assigned to this role sign off on the new description. The other alternative would be to modify other existing position descriptions, but the intent is to insure that the position duties, responsibilities, and other requirements are established for the role and position for those extending support to rental functions. Again, the extension of part-time staff support for rental events has been the practice.

Commissioner Gryder inquired into whether there would be salary changes when part time staff extend support of rental events. Director Guritz stated that for staff extending support, their current assigned salary rate would be paid to staff extending time to this role. District staff averaging just under 30 hours per week would not be extended additional hours under this position title.

Commissioner Wehrli made a motion to forward the draft position description to the Committee of the Whole for further discussion. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

VII. Online Marketing Proposal Discussion – “The Knot”

Director Guritz reported on the discussion of marketing costs for three on-line platforms presented to the Programming and Events Committee meeting. The Finance Committee discussed the costs for creation of a storefront on “The Knot.” Cost is \$3,000.00 for a one-year contract payable in monthly payments of \$250.00 that would allow development of an online event venue storefront. It is anticipated that this would increase the volume of rental events at Ellis House and Meadowhawk Lodge.

Commissioner Wehrli inquired into what it takes to design the storefront. Director Guritz stated that the process looks relatively simple, and should not take too much time to develop.

The Finance Committee discussed the company’s promotional materials.

Commissioner Wehrli made a motion to forward consideration of the proposal received from “The Knot” for Committee of the Whole consideration. Seconded by Commissioner Gryder. All, aye. Opposed, none.

VIII. IDOT US 30 Widening Project Updates

Director Guritz presented an overview of correspondence received from IDOT as part of their due diligence for the US Route 30 widening project. As part of their report and process, IDOT will be requesting District concurrence with their findings of de minimis impacts to preserve lands from the project following a public hearing to be scheduled later this year.

Commissioner Wehrli stated that this item is in follow-up to a previously approved motion that provided IDOT with the District’s intention to sell about one-half acre of property.

The Finance Committee discussed the anticipated proceeds from the sale of property to IDOT needed in order to complete this project.

IX. Executive Session

None.

X. Citizens to be Heard

No public comments were offered.

XI. Other Items of Business

None.

DRAFT

XII. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Wehrli. All, aye. Meeting adjourned at 5:10 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

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

APRIL 13, 2016

I. Call to Order

President Wehrli called the meeting to order at 5:30 pm in the Kendall County Board Room.

II. Roll Call

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

III. Approval of Agenda

Commissioner Gryder made a motion to approve the agenda as presented. Seconded by Commissioner Prochaska. 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 the Forest Foundation appointed seven new board members. Efforts are underway to plan and fundraise for the 2016 Fall Festival.

The Stephanie's Garden stakeholders group also plans to raise funds later this spring, and policy guidelines have been drafted for Forest Foundation board review. The District will accept donations of supplies. President Wehrli stated that a credit for materials with a local plumbing supplier will provide some of the required materials.

Director Guritz reported that a meeting was held with Hank Cryder to discuss the drain tiles at Ellis. An inspection and quote for repair has been requested from Antrax, Inc. of Plainfield.

Director Guritz reported that he met with Ellis Equestrian Center staff this week. The Lesson Horse "Missy" is lame, likely with a foot abscess, and staff are working to schedule an appointment for veterinary care.

An interview was held with Anne Vickery from WSPY. Interview topics included Sunrise North, District programming, efforts to balance the budget, bond refunding taxpayer savings, and Millbrook Bridge. Director Guritz thanked the Board for their support and efforts to balance the District's budget.

Director Guritz reported that volunteer workday efforts at Maramech Forest Preserve included burning of all of the brush material cut by contractors as part of the ComEd Green Region grant.

The bond rating conference call with Moody's went well, with the District's bond rating leveling off.

Meadowhawk Lodge portico repairs are underway and should be finishing up next week. Following sign-off, the insurance company's release will be presented to the Board for approval.

Attorney Berault has finalized the KC-TAP intergovernmental agreement, which will be presented to the Board for approval next week.

District staff is working with Sunrise North to help with the scope of work that needs to be completed to support their operations at Ellis House and Equestrian Center.

Commissioner Purcell entered the meeting at 5:38 pm.

VI. National Fish and Wildlife Foundation – Monarch Butterfly Conservation Fund Collaborative Grant Opportunity

Director Guritz reported that The Conservation Foundation has requested a letter of commitment from the District to participate in a National Fish and Wildlife Foundation grant project to restore Monarch butterfly habitat. The grant, if awarded, would provide \$15,000 of support funding for cropland conversion plans at Henneberry Forest Preserve.

The Board of Commissioners discussed the restoration plans for Henneberry and Fox River Bluffs Forest Preserves. Director Guritz stated that bid packets will be developed in May for bidding in June. 45-acres at Henneberry Forest Preserve will be converted to prairie habitat, with seed from this project applied at Fox River Bluffs to restore a 100-acre prairie-savanna area.

The Board of Commissioners discussed the status of Monarch butterfly populations.

Commissioner Davidson expressed concerns over the status of Monarch populations, as well as concerns over the dispersal of milkweed seed to adjacent property owners. Director Guritz stated that milkweed species will be planted with a high diversity of flowering prairie plants to support pollinators including Monarchs.

The Board provided direction to extend a letter of support confirming the District's participation in the grant program in partnership with The Conservation Foundation and other regional conservation agencies.

VII. The Conservation Foundation – Earth Day Benefit Dinner Request

Director Guritz presented a request from The Conservation Foundation for the contribution of rental opportunities for the Foundation's silent auction. Director Guritz requested that the Board extend a free event rental at Ellis House or Meadowhawk Lodge, plus an overnight rental of a District bunkhouse to support their Spring Benefit dinner.

Director Guritz asked the Board to consider The Conservation Foundation's recent support of restoration efforts at Baker Woods Forest Preserve and Schessler's Fen totaling over \$12,000.00 of support in this past year.

The Board of Commissioners discussed and provided direction to extend the facility use contributions, and provided direction to extend the invitation to attend for three District staff members.

VIII. Ellis House & Meadowhawk Lodge Event Venue Marketing Opportunity

Director Guritz reported on the Programming and Events Committee's direction to research online platforms for promotion of the District's event rental venues. Costs for a one-year subscription to "The Knot" was presented to the Finance Committee, with the recommendation that the District purchase a one-year subscription beginning in June at a cost of \$250.00 per month. As an incentive, the District will receive a premier featuring option for the first three months of the subscription. Promotional funds are available within the current budget, but it will be tight, and deplete all promotional funds available in the budget for the fiscal year.

Commissioner Flowers asked if the staff will be able to meet the anticipated increase in phone calls and tours of the Ellis House. Director Guritz stated that the District should be able to extend the additional time for tours, and other staff may also extend time for support of tours in the event that the District's Event Coordinator is unavailable to meet a particular schedule request.

President Wehrli stated that this is one of the reasons the District is looking at a new Facility Attendant position description.

Commissioner Prochaska suggested that the District contact "The Knot" at the end of the premier listing period to insure cancellation of this additional service as needed to avoid assignment of upcharges.

The Committee of the Whole provided direction to present "The Knot" proposal at the next Commission meeting for approval.

IX. IDOT Correspondence – US 30 Phase I Improvement Project (Illinois Route 47 to Illinois Route 31 Trail Project)

President Wehrli provided an update on this project. In November 2014, the District was approached by IDOT requesting the purchase of a small section of District property along Route 30 just west of Orchard Road. The District suggested that IDOT purchase an additional five feet in order to install a bike trail along this section of property within their expanded right-of-way. IDOT agreed, and is moving forward with the public hearing, and will be requesting confirmation of findings of de minimis impacts to District lands later this spring. The sale of land will be less than 1-acre, which is allowable under the Illinois Downstate Forest Preserve Act.

X. Facility and Event Attendant Position Description

Director Guritz presented a draft description for a Facility and Event Attendant position.

Director Guritz stated that he is not looking to increase District headcount at this time, but does want to formalize the role(s) of part-time staff members at Ellis House and Equestrian Center currently extending support for the District's rental functions. Part time staff members assigned to serve as a Facility and Event Attendant will be paid their current hourly salary, with total hours monitored in order to insure that total hours do not average more than 30 within the District's measurement periods that would impact position benefits.

Director Guritz stated that in current practice, if the Events Coordinator is not available to staff an event, requests are made from other part-time staff members to fill the schedule gaps to support house and wedding events.

In meeting with Ellis staff earlier this week, Michelle Salato was recruited to extend rental event assistance in April, and expressed an interest in extending support on an as needed basis. Director Guritz stated that at this time, he does not anticipate needing to hire additional staff to take on this role.

Commissioner Koukol asked if the extended hours will be tracked in addition to current assigned hours in order to properly track total hours worked.

President Wehrli confirmed that as part of this effort, combined staff hours will be closely monitored to insure that they do not exceed an average of 30 hours per week over a six month period.

Director Guritz stated that there should not be any concern with this, and that all staff time is carefully monitored.

Commissioner Purcell asked about the rate of pay for staff extending hours to this role. Director Guritz stated that Ellis staff extending rental support would be paid their current assigned hourly salary. The District budgeted for support of rental events at the Event Coordinator's current salary.

The Committee of the Whole provided direction to present the position description to Commission for approval following completion of review of the description through the State's Attorney's Office.

XI. Citizens to Be Heard

None.

XII. Executive Session

None.

DRAFT

XIII. Other Items of Business

None.

XIV. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Cullick. Aye, all. Opposed, none. Meeting adjourned at 6:15 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**INTERGOVERNMENTAL AGREEMENT FOR KENDALL COUNTY
TRANSPORTATION ALTERNATIVES PROGRAM (“KC-TAP”) FUNDING TO THE
KENDALL COUNTY FOREST PRESERVE DISTRICT TO CONSTRUCT MULTI-USE
TRAILS ALONG THE NORTH SIDE OF ROUTE 34 BETWEEN OSWEGO, ILLINOIS
AND YORKVILLE, ILLINOIS (2016)**

THIS INTERGOVERNMENTAL AGREEMENT (“*the Agreement*”) is by and between the County of Kendall, a unit of local government of the State of Illinois (“*Kendall County*”) and the Kendall County Forest Preserve District (“*Grantee*”).

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Grantee and Kendall County (the “*parties*”) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and

WHEREAS, pursuant to both the Downstate Forest Preserve District Act under 70 ILCS 805/5 and 70 ILCS 805/6 and the Illinois Highway Code under 605 ILCS 5/9-101 and 605 ILCS

5/4-409, the State, its municipalities, Forest Preserve Districts and the counties may form cooperative agreements with each other for the construction, maintenance and improvement of streets, highways and any portions thereof; and

WHEREAS, the Illinois Highway Code (605 ILCS 5/1 *et seq.*), Downstate Forest Preserve District Act (70 ILCS 805/0.001 *et seq.*), and the Illinois Bikeway Act (605 ILCS 30/1 *et seq.*) each encourage the funding and the creation of bicycle paths, multi-use trails and sidewalks along roadways within the State of Illinois; and

WHEREAS, on July 17, 2012, the Kendall County Board passed Resolution Number 12-33 entitled “Resolution for the Creation of the Kendall County Transportation Alternatives Program (“KC-TAP”)”, which authorizes Kendall County to provide financial assistance to qualified applicants for the grantee’s construction of multi-use trails and sidewalks in Kendall County, Illinois; and

WHEREAS, Grantee submitted an application pursuant to the KC-TAP for the 2016 fiscal year. Grantee’s application sought financial assistance to construct multi-use trails along the north side of Route 34 at approximately .22 and .72 miles west of Orchard Road between Oswego, Illinois and Yorkville, Illinois. Grantee’s construction project is identified in the attached Exhibit A and shall be referred to herein as “the Project”; and

WHEREAS, the Kendall County Board approved Grantee’s KC-TAP application for financial assistance on February 16, 2016; and

WHEREAS, following the date of Grantee’s KC-TAP application and approval, IDOT informed the Grantee that their portion of the project cost had increased from approximately six thousand dollars (\$6,000.00) to eleven thousand eight hundred ninety three dollars and ninety

two cents (\$11,893.92) as is shown in the attached Exhibit B, and the Grantee has now requested to increase the Grant to match the new project costs; and

WHEREAS, the parties wish to enter into this agreement for the benefit of local pedestrians and bicyclists and to provide a safe and efficient pathway for the residents of the Kendall County Forest Preserve District and Kendall County; and

WHEREAS, pursuant to the terms of this agreement, Kendall County will grant money to Grantee to partially fund the building of multi-use trails and/or sidewalks as described in the Grantee's application for funds, which is attached to this agreement as Exhibit A and incorporated by reference; and

WHEREAS, it is understood that in no case shall Kendall County provide more than 50% of the funding for any approved project and a local government agency cannot obtain more than \$50,000 in KC-TAP Funds per fiscal year; and

WHEREAS, it is the understanding of the parties that at all times, including after completion of the project, Grantee alone will own, construct, maintain, repair and/or replace the subject improvements, and that Kendall County will have no duties to construct, maintain, repair and/or replace the subject improvements at any time in the future.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1;
2. Kendall County's Obligations:

- a. Kendall County agrees to grant an amount not to exceed six thousand dollars (\$6,000.00) in Fiscal Year 2016 (December 1, 2015 to November 30, 2016) to Grantee for the purpose of partially funding construction of the Project;
 - b. The final amount of this Grant, which shall not exceed six thousand dollars (\$6,000.00), will be determined at the time the Grantee submits its final request for reimbursement for the Project;
 - c. The final Grant amount shall not exceed 50% of the funding for said Project. Should the submitted reimbursement request constitute an amount above 50% of the Project's costs, then Kendall County shall, in its sole discretion, choose to reimburse an amount below six thousand dollars (\$6,000.00) and equal to 50% of the Project's costs;
 - d. Kendall County shall disburse the Grant funds under this agreement within sixty (60) days of the submission of Grantee's final request for reimbursement and the necessary supporting documentation supporting the request;
 - e. Kendall County shall have no ownership interest in the Project and/or the subject improvements under this agreement, nor shall it have any obligations beyond the granting and disbursement of KC-TAP grant funds as described herein.
3. Grantee's Obligations:
- a. Grantee understands and agrees that only qualified units of local government within Kendall County who have statutory authority to provide lands or facilities for multi-use trails or sidewalk purposes are eligible for assistance under the KC-TAP program and eligible projects must be located within the geographical boundaries of Kendall County, as well as located along a State or County

Highway and Grantee herein assures Kendall County that it and its Project qualifies for funding pursuant to this understanding and pursuant to all other terms of the KC-TAP as set forth in Kendall County Resolution Number 12-33 and Grantee's application;

- b. Grantee shall use the funds set forth in this Agreement to construct the Project at the locations and pursuant to the specifications as set forth in the attached Exhibit A and in conformance with all plans and designs previously supplied by Grantee as part of the KC-TAP application process. Grantee understands and agrees that the funds provided by Kendall County pursuant to this Agreement shall not be used for any other purpose including, but not limited to, future maintenance of the multi-use trails or sidewalks (e.g., sealing, patching or crack filling). In the event that Grantee uses the funds for an improper purpose, Grantee shall immediately reimburse Kendall County the full amount of funds provided to Grantee under this Agreement;
- c. At all times, the Project, and all of its resulting improvements, shall be the exclusive property of Grantee, who shall exercise complete control, responsibility and ownership of said property. At no time shall Kendall County be deemed to have adopted said Project or its resulting improvements or the responsibility for the ownership, construction, maintenance, care, and demolition of the improvements that are subject to the Project and this Agreement;
- d. Grantee and its consultants, employees, contractors, subcontractors and agents agree to comply with the following state and federal laws and Grantee shall ensure that all of their contracts include provisions incorporating the following:

- i. The Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.* Grantee agrees to (a) fully comply with all applicable requirements of the Prevailing Wage Act and (b) notify all contractors and subcontractors that the work performed pursuant to this Agreement shall be subject to the Illinois Prevailing Wage Act. In the event that Grantee fails to comply with the notice requirements set forth in the Illinois Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines and liabilities incurred for Grantee's, contractors' and/or subcontractors' violations of the Prevailing Wage Act.
 - ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.* ("Employment Act").
 - iii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
 - iv. The Illinois Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
 - v. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- e. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Project shall name Kendall County as an Additional Insured on a Primary and Non-Contributory

basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to Kendall County during the construction of this Project;

- f. Grantee shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Project pursuant to applicable state and federal laws. Grantee shall obtain certifications from all contractors and subcontractors who perform work on the Project, which certify the contractors and subcontractors are not barred from performing the work as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act);
- g. It is agreed by the Grantee that the maintenance, both physical and financial of the Project and its resulting improvements will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for the Project and its resulting improvements (notwithstanding any agreements with third-parties in this regard). Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to finance, maintain, repair, replace, or otherwise control the subject improvements;

- h. During, and following completion of the Project, Grantee shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County, including Kendall County's past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which Kendall County, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the use, ownership, construction, maintenance, repair, replacement and/or condition of the subject facilities built during this Project, or claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating to and arising in any manner out of Grantee and Grantee's Contractors and Subcontractors construction of this Project or Grantee's alleged failure to perform its obligations pursuant to this Agreement. Any attorney representing Kendall County shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Grantee's duty to indemnify, defend and hold Kendall County harmless, as set forth above;
- i. Grantee understands and agrees that construction of the Project must begin within 24 months of signature of this Agreement by the Kendall County Board. If the subject project does not begin construction within 24 months, Grantee will be in default of this Agreement and at that time the Agreement, as well as any

obligations of Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;

- j. Grantee understands that Construction of the Project must be completed and a request for reimbursement must be submitted to Kendall County within 60 months after the signature of this Agreement. If Grantee is unable to complete the Project and seek reimbursement within that time, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
- k. If Grantee is unable to begin construction of the Project within 24 months after the parties' execution of this Agreement, or is unable to complete the Project and request reimbursement within 60 months after the parties' execution of this agreement, Grantee may submit a request in writing to Kendall County requesting an extension of time to commence or complete the construction, as the case may be. Grantee must file its request for an extension of time with Kendall County on or prior to expiration of the 24 month period in the case of it beginning construction or on or prior to expiration of the 60 month period in the case of completing construction and seeking reimbursement. Requests for extensions shall not be valid if made after the expiration of the above deadlines. Kendall County retains sole discretion whether to approve Grantee's request for an extension of time;

- l. Grantee understands and agrees that prior to Kendall County disbursing the above listed KC-TAP funds as described herein, Grantee must submit final project costs, along with a written request for reimbursement to the Kendall County Engineer or his designee, who shall then determine the appropriateness of the costs and expenses claimed and determine if all obligations have been met prior to approving the disbursement of Grant funds. If requested by Kendall County, the Grantee must also submit any and all further documentation to verify completion of the Project, the costs incurred by Grantee and Grantee's compliance with the terms of this Agreement;
- m. Grantee understands and agrees that it shall submit its request for reimbursement to Kendall County within the same fiscal year that the Project is completed. Failure to timely request reimbursement as outlined in this Agreement will result in Grantee being in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
- n. Grantee understands and agrees that reimbursement requests cannot exceed the amount originally awarded by the Kendall County Board and described in Section 2(a);
- o. Grantee understands and agrees that under no circumstances shall cost overruns be considered nor shall KC-TAP Funds under this Agreement be advanced to the Grantee prior to project completion and submission of a request for reimbursement.

4. It is mutually agreed by Kendall County and Grantee that at no time shall Kendall County be inferred to, or obligated to, have a duty to provide insurance for the subject improvements or otherwise indemnify and hold harmless Grantee in connection with the use, enjoyment, ownership, maintenance, construction, repair or replacement of the Project improvements and any property where the Project has been completed;
5. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements;
6. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to the County: County Engineer
Kendall County Highway Department
6780 Route 47
Yorkville, Illinois 60560

With copy to:
Kendall County State's Attorney
807 John Street,
Yorkville, Illinois, 60560

If to the Grantee: Kendall County Forest Preserve District

Attention: Director
110 West Madison Street
Yorkville, Illinois, 60560

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time;

7. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby;
8. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement;
9. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties;

10. Nothing contained in this Agreement, nor any act of Kendall County or the Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the Grantee;
11. This Agreement shall be in full force and effect upon signature by both parties and will terminate upon either (a) payout by Kendall County of Grant funds as described herein, or (b) default by Grantee, whichever occurs first. However, the duty to defend and indemnify shall survive the term of this agreement;
12. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of Kendall County's obligations under this Agreement during said fiscal period, Kendall County agrees to provide prompt written notice of said occurrence to Grantee. In the event of a default due to non-appropriation of funds, Grantee and Kendall County have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement;
13. Kendall County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date.

County of Kendall, Illinois

Kendall County Forest Preserve District

By: _____
Chair, Kendall County Board

By: _____
President, Kendall County Forest Preserve District

Date: _____

Date: _____

Attest:

Attest:

County Clerk

Secretary

LETTING DATE 11/06/2015 LETTING TYPE 1-SCHEDULED
 LETTING ITEM NBR- 018 CONTRACT NBR 66884 DISTRICT 03 RESP BUREAU DESIGN
 CONTRACT SECTION (13C & 13IR & T
 ESTIMATED NBR OF WORKING DAYS 250
 WORK DESCRIPTION This project consists of reconstructing 3.65 miles of US 34 to 5-lanes with new storm sewer, curb & gutter, infiltration trenches and basins, traffic signals, shared use path and landscaping from just east of IL 47 in Yorkville to Orchard Road in Oswego
 CONTRACTOR 1320 - D. Construction, Inc
 1488 S Broadway
 Coal City IL 60416-

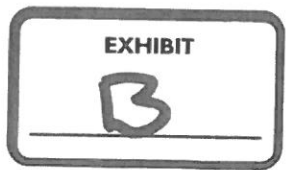
AWARD DATE 12/04/2015
 STATE JOB NBR C-93-011-10
 ROUTE: FAP 591
 COUNTY 093 - KENDALL
 FUND AREA SED CONST SFTY AWARD AMT GROUP IND PARTICIPANT AMOUNT % MAXIMUM AMOUNT

PROJECT IND PROJECT NBR ACNCJ11-0591/028/
 PROJECT SECTION (13C & 13IR & T
 PPS NUMBERS) 3-32250-0100
 CONTRACTOR PAYMENT NON-OBLIGATED FUNDS
 IND CODE SPLIT PRIORITY FY APPROPRIATION CODE EXP IDOT BOB
 A 02A 00 01 16 902-49442-7700-0000 7721 OBU RELEASE RELEASE AMOUNT PRIORITY PERCENTAGE AUTHORIZATION
 33,211,899.50 100.000 YES

LY50	L	01	0003	30,878,612.32	A	FEDERAL(IL)	24,702,889.86	80.0000
						STATE OF IL	6,175,722.46	20.0000
LY50	L	01	0021	92,955.00	A	FEDERAL(IL)	74,364.00	80.0000
						STATE OF IL	18,591.00	20.0000
LY50	L	01	0028	216,166.32	A	FEDERAL(IL)	172,933.06	80.0000
						YORKVILLE	43,233.26	20.0000
LY50	L	01	0042	39,500.00	A	FEDERAL(IL)	31,600.00	80.0000
						STATE OF IL	7,900.00	20.0000
FUND/AREA/SEQ TOTALS				31,227,233.64		FEDERAL(IL)	24,981,786.92	
						STATE OF IL	6,202,213.46	
						YORKVILLE	43,233.26	

LY50	L	02	0021	383,144.43	A	FEDERAL(IL)	306,515.55	80.0000
						STATE OF IL	38,314.44	10.0000
						YORKVILLE	38,314.44	10.0000
LY50	L	02	0028	39,711.33	A	FEDERAL(IL)	31,769.06	80.0000
						OSWEGO	7,942.27	20.0000
FUND/AREA/SEQ TOTALS				422,855.76		FEDERAL(IL)	338,284.61	
						STATE OF IL	38,314.44	
						YORKVILLE	38,314.44	
						OSWEGO	7,942.27	

LY50	L	03	0021	1,071,143.01	A	FEDERAL(IL)	856,914.41	80.0000
						STATE OF IL	143,533.16	13.4000
						YORKVILLE	70,695.44	6.6000
LY50	L	03	0028	59,469.61	A	FEDERAL(IL)	47,575.69	80.0000
						KENDALL CO FPD	11,893.92	20.0000



LETTING DATE: 11/06/2015 LETTING TYPE: 1-SCHEDULED
 LETTING ITEM NBR: 018 CONTRACT NBR: 64884 DISTRICT: 03 RESP BUREAU: DESIGN
 CONTRACT SECTION: (13C & 13)R & T

PROJECT IND: PROJECT NBR: ACN011-0991-02P7 STATE JOB NBR: C-93-01-10

COUNTY 093 - KENDALL		GROUP	PAYMENT	AMOUNT	MAXIMUM AMOUNT
FUND AREA	SEQ CONST	SFTY	AWARD AMT	IND	PARTICIPANT
FUND/AREA/SEQ TOTALS 1,130,612.62					
07P0	L	01	0021	A	YORKVILLE
			29,879.30		29,879.30
07P0	L	01	0043	A	YORKVILLE
			70,172.00		70,172.00
FUND/AREA/SEQ TOTALS 100,051.30					
07P0	L	02	0021	A	YORKVILLE
			50,930.13		50,930.13
FUND/AREA/SEQ TOTALS 50,930.13					
07P0	L	03	0021	A	OSWEGO
			5,953.00		5,953.00
FUND/AREA/SEQ TOTALS 5,953.00					
07P0	L	04	0021	A	OSWEGO
			6,391.82		6,391.82
FUND/AREA/SEQ TOTALS 6,391.82					
07P0	L	05	0021	A	OSWEGO
			267,871.23		267,871.23
FUND/AREA/SEQ TOTALS 267,871.23					
COUNTY TOTALS 33,211,899.50					
PROJECT TOTALS 33,211,899.50					
CONTRACT TOTALS 33,211,899.50					
FEDERAL(IL) 904,490.10 STATE OF IL 143,533.16 YORKVILLE 70,695.44 KENDALL CO FPD 11,893.92					
FEDERAL(IL) 26,224,561.63 STATE OF IL 6,384,061.06 YORKVILLE 303,224.57 OSWEGO 288,158.32 KENDALL CO FPD 11,893.92					
FEDERAL(IL) 26,224,561.63 STATE OF IL 6,384,061.06 YORKVILLE 303,224.57 OSWEGO 288,158.32 KENDALL CO FPD 11,893.92					

ILLINOIS DEPARTMENT OF TRANSPORTATION
 DETAIL ESTIMATE
 PROJECT NUMBER: ACNC11-0991/0287
 ROUTE: IAP 591
 PPS NUMBER(S): 3-22250 0100
 COUNTY: 093 - KENDALL
 SECTION: (13C & 13JP & -
 STATE JOB NBR: C-93-011-10
 LETTING DATE: 11/06/2015
 CONTRACT/JOB: 68884/
 LETTING ITEM: 018
 PAGE: 21

PAY ITEM NBR	PAY ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PAY ITEM AWARD PRICE
35100500	AGG BASE CSE A 8	3,497.000	SQ YD	7.5000	26,227.50
40600275	BIT MATLS PR CT	7,869.000	POUND	.0100	75.69
40800050	INCIDENTAL HMA SURF	392.000	TON	75.0000	29,400.00
42001300	PROTECTIVE COAT	42.000	SQ YD	.0100	42
42400100	PC CONC SIDEWALK 4	380.000	SQ FT	5.5000	2,090.00
42400800	DETECTABLE WARNINGS	59.000	SQ FT	25.0000	1,475.00
78000650	THPL PVT MK LINE 24	10.000	FOOT	19.8000	198.00
FUND/AREA/SEQ/CONST/SFTY TOTAL					59,469.61

Elective 10' wide HMA Shoulders Use Rate
 59,469.61 x .20 = \$11,893.92

20% Kendall Co FPD