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- ELLIS PUBLIC PROGRAMS: $9.68
- ELLIS WEDDINGS: $607.30

**Total HOOVER**

- $7,181.07

**Total ENV ED SCHOOL**

- $35.89
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**Total GROUNDS & NATURAL RESOURCES** 3,541.01*

**Total FP DEBT SERVICE** 33,900.00*
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Total FP DEBT SERVICE 2007 557,316.53

GRAND TOTAL $614,991.76
I. Call to Order

President Gilmour called the meeting to order at 6:05 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

<table>
<thead>
<tr>
<th></th>
<th>Cullick</th>
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<th>Gryder</th>
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<tbody>
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<td>Davidson</td>
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</tr>
<tr>
<td>X</td>
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<td>Kellogg</td>
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<td>X</td>
<td>Gilmour</td>
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<td>Prochaska</td>
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<td></td>
<td>Giles</td>
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<td>Purcell (Entered the meeting at 6:10 PM)</td>
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Commissioners Cullick, Davidson, Flowers Gryder, Kellogg, Prochaska, and Gilmour all were present.

V. Approval of Agenda

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

VI. Citizens to Be Heard

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

VII. Approval of Claims in an Amount Not-to-Exceed $8,135.32.

Commissioner Cullick made a motion to approve claims in an amount not-to-exceed $8,135.32. Seconded by Commissioner Gryder.
Motion: Commissioner Cullick  
Second: Commissioner Gryder

Roll call

<table>
<thead>
<tr>
<th>Aye</th>
<th>Opposed</th>
<th>Commissioner</th>
<th>Aye</th>
<th>Opposed</th>
<th>Commissioner</th>
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<td></td>
<td>Gilmour</td>
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<td>Purcell</td>
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Motion unanimously approved.

VIII. Approval of Minutes

Kendall County Forest Preserve Commission Meeting – May 16, 2017  
Kendall County Forest Preserve District Finance Committee Meetings – May 25, 2017

Commissioner Cullick made a motion to approve the minutes for the Forest Preserve  
Commission meeting held on May 16, 2017, and the Forest Preserve Finance Committee  
meeting held on May 25, 2017. Seconded by Commissioner Prochaska.

All, aye. Opposed, none. Motion unanimously approved.

IX. Motion to Approve the Establishment of an Account, Fund Balance  
Transfer, and Deposit of the Subat Project Fund (Fund 28) Totaling  
$842,469.20 with The Illinois Funds, a Local Government Investment  
Pool (LGIP) Operated by the Illinois State Treasurer’s Office

Commissioner Kellogg made a motion to approve the establishment of an account, fund  
balance transfer and deposit of the Subat Project Fund totaling $842,469.20 with The Illinois  
Funds, a local government investment pool (LGIP) operated by the Illinois State Treasurer’s  
Office. Seconded by Commissioner Gryder.

Commissioner Purcell entered the meeting at 6:10 pm.

Commissioner Davidson asked for clarification on the purpose of the motion, expressing  
interest in insuring that the funds are used solely towards the nature center building at  
Subat Forest Preserve.

Director Guritz stated that the purpose of the motion is to have the funds invested in order  
to build the principal balance of the fund for eventual construction of a nature center. A  
separate ordinance will be considered in the near future to establish an endowment fund  
for the District, with the Subat Project Fund included as part of the District’s endowment  
fund.
Commissioner Davidson asked what is to prevent future boards from appropriating funds for other purposes. Director Guritz stated that District’s endowment fund ordinance, State law, and the Treasurer’s Office dictate fund restrictions. The District’s annual audit also will serve to remind future boards of the endowment fund restrictions.

Commissioner Purcell asked whether there were other options that could be considered.

Director Guritz stated that there are other options for where the project fund could be invested.

Commissioner Purcell stated that he was opposed to depositing funds with the State of Illinois due to the State’s ongoing budget crisis.

Motion: Commissioner Kellogg  
Second: Commissioner Gryder

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Motion carried by a vote of 7:1.

X. Resolution #17-06-001 Amending the General Use Regulation Ordinance #02-01 of the Kendall County Forest Preserve District, with Substantive Modifications to Chapter Six, Section IV(d)

Commissioner Cullick made a motion to approve Resolution #17-06-001 amending the General Use Regulation ordinance number 02-01 of the Kendall County Forest Preserve District as presented. Seconded by Commissioner Gryder.

Director Guritz provided an overview of the proposed changes that will allow bartending service businesses to serve alcohol at District events. Commission reviewed the proposed changes.

Commissioner Davidson asked whether this will provide tighter controls. Director Guritz stated that the controls are in place, but the changes will broaden client options for serving alcohol during weddings and celebrations.

Commissioner Flowers asked whether service of food during the events will still be required. Director Guritz stated that this will not change.

Commissioner Purcell asked whether the proposed changes will reduce rental client costs for hosting events serving alcohol at District facilities. Director Guritz stated that the
Changes are intended to provide clients with lower-cost options for serving alcohol at private events.

Motion: Commissioner Cullick  
Second: Commissioner Gryder

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<th>Aye</th>
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<th>Commissioner</th>
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<td>X</td>
<td>Purcell</td>
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Motion unanimously approved.

XI. Motion to Approve a Proposal from Ultimate Roof Coaters of Aurora, Illinois in the Amount of $4,700.00 for the Sealing and Painting of the Morton Roof and Removal and Replacement of Gutters and Downspouts at the Harris Forest Preserve Grounds Maintenance Shop Building, Including a 10-year Material and Labor Warranty for the Roof and Gutter Improvements

Commissioner Cullick made a proposal from Ultimate Roof Coaters of Aurora, Illinois in the amount of $4,700.00 for the sealing and painting of the Morton roof, and removal and replacement of the gutters and downspouts at the Harris Forest Preserve Grounds Maintenance Shop building, including a 10-year material and labor warranty for the roof and gutter replacements. Seconded by Commissioner Kellogg.

Commissioner Purcell asked whether the improvements would be paid from the District’s operating fund, or capital fund. Director Guritz stated that he had spoken with President Gilmour, with a recommendation to code the project as a capital fund expense.

Commissioner Purcell asked that coding of the project to the capital fund be included as part of the motion. Commissioner Cullick amended her motion to include assignment of the $4,700.00 expense to the District’s capital fund. Seconded by Commissioner Kellogg.
Motion as amended: Commissioner Cullick  
Second: Commissioner Kellogg

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<td>Gilmour</td>
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<td>Purcell</td>
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Motion unanimously approved.

XII. Executive Session

None.

XIII. Other Items of Business

None.

XIV. Citizens to Be Heard

Assistant State’s Attorney David Berrault provided a positive review from his recent participation in a Cub Scout Pack 350 overnight event at Hoover Forest Preserve.

XV. Adjournment

Commissioner Kellogg made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 6:24 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District
I. Call to Order

Programming and Events Committee Pro Tem Chair Prochaska called the meeting to order at 6:03 pm.

II. Roll Call

Commissioners Hendrix, Purcell, and Prochaska all were present.

III. Approval of Agenda

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

IV. Citizens to be Heard

No citizens were present at the meeting.

V. Ellis Wedding and Rental Program Agenda Topics

- Preferred Caterers’ Program Overview

Director Guritz presented a report and overview of the District’s Preferred Caterers’ Program, including an overview of required insurance coverages for licensed caterers, and proposed coverages for companies extending BASSETT certified bartending services.

Director Guritz reported that an audit is in process to verify that the insurance certificate coverages are in place for all firms enrolled in the Preferred Caterers’ Program.

Director Guritz stated that the State’s Attorney’s Office and Wine-Sergi have been contacted to review current insurance certificate coverage requirements for the program.

Director Guritz stated that staff recommendation is to follow the Wine-Sergi Insurance, Inc. recommendations for the program.

Director Guritz reported that the $5M umbrella liability insurance is not considered customary practice.

Director Guritz presented a breakdown of insurance coverage costs received from 11th Hour Bartending Service that would need to be purchased at a cost of approximately $4,000 to meet the District’s insurance coverage requirements.

The new insurance limits will be required for all new program enrollments, and for firms renewing enrollment in the upcoming year.

The Programming and Events Committee discussed the proposed insurance coverage requirements. The Programming and Events Committee recommended that Rich Ryan with Wine-Sergi be contacted to respond to questions from the Committee of the Whole.
Commissioner Purcell recommended that the District highlight that individual glass bottles cannot be served at District facilities.

Commissioner Hendrix made a motion to forward the insurance coverage requirements recommended by Wine-Sergi Insurance, Inc. to the Committee of the Whole for review. Seconded by Commissioner Purcell. Aye, all. Opposed, none.

VI. Ellis Equestrian Center Agenda Topics
   - Lesson Program Scheduling Changes – Prorated Package Discussion

Director Guritz provided an overview of proposed scheduling changes for private and semi-private horsemanship lesson sessions for the remainder of 2017 and 2018.

Director Guritz reported that Amy Martin has resigned from District employment effective the first week of July.

Director Guritz reported that under the current program, lesson packages can be purchased with no expiration. Under the proposed changes, individuals purchasing lesson packages will need to complete all five lessons within a 6-week session timeframe.

For individuals purchasing a mid-session package, or for sessions that have scheduled holidays, clients will be able to purchase a prorated 3- or 4-lesson package at current resident and non-resident rates. Clients will be required to purchase single lessons within any particular session if they do not intend to take more than 2-lessons within that session.

Director Guritz stated that high-demand, peak season lesson slots will be reserved for those individuals purchasing 5-lesson packages.

Director Guritz stated that the District can accommodate up to 36 private or semi-private lesson slots within each session, which ties well into the District’s budget model.

Director Guritz stated that in addition to the change to a session-based schedule, staff is recommending approval of fees and charges to prorate 3- and 4-lesson packages.

Commissioner Purcell offered edits to the schedule and policy document presented. Changes were discussed and will be made to the draft schedule and policy document.

The Programming and Events Committee discussed the equestrian center program. Director Guritz stated that he was disappointed in the program budget performance this year. Director Guritz stated that the program should be extended additional time to build program volume.

Commissioner Hendrix made a motion to forward the proposed lesson program schedule, including a recommendation for charging mid-session prorated lesson package registration fees to the Committee of the Whole for consideration. Seconded by Commissioner Purcell. All, aye. Opposed, none.

VII. Proposed Annual Sponsorship Program Structure

The Programming and Events Committee reviewed a proposed annual sponsorship program structure for the District.
Environmental Education Coordinator Emily Dombrowski presented an overview of the sponsorship levels and associated promotional benefits.

The Programming and Events Committee reviewed the sponsorship levels and associated promotional benefits.

Commissioner Purcell asked what the participation is expected for each program. Director Guritz reported that expected participation is typically 50-100 for each of the proposed events.

Commissioner Prochaska stated that the District’s program should include policies that would allow the District to reject a potential sponsor that would not fit well with the District’s mission and brand.

The Programming and Events Committee provided direction to amend the draft sponsorship program structure to include sponsorship policies and a $5,000 signature sponsorship level to the Committee of the Whole for consideration.

VIII. Environmental Education Agenda Topics

Emily Dombrowski presented environmental education program updates. Ms. Dombrowski reported that all summer camp staff members have completed first aid training, with camps starting next week.

IX. Operations Agenda Topics

- Approval of Special Use Permit – Fox Valley Trail Riders Association
- KCFPD Cost Center Budget Report through May 31, 2017
- Review and Discussion of Fees and Charges
- Millbrook Bridge Permitting Updates
- Henneberry Restoration Project Updates
- RTP and LWCF Grant Application Updates

Director Guritz presented operational updates for the District.

Commissioner Purcell made a motion to approve a potential special use permit for the Fox Valley Trail Riders Association to include a $50 fee for trailer parking at Hoover Forest Preserve, and a separate $50 picnic shelter fee for use of the Eagle's Nest shelter. Seconded by Commissioner Hendrix. Aye, all. Opposed, none.

The Programming and Events Committee reviewed the District’s cost center budget reports through May 31, 2017.

Director Guritz presented an overview of budget performance for the year. Overall, revenues are down $68K, with personnel costs up $54K. Farm license revenue is projected to fall short of projections by $13K, less any yield payments received at the end of the year.

Director Guritz reported that the District should achieve budget for the year, but revenue performance is disappointing in a few key areas. Generally, staff time exceeds program performance, particularly with the Ellis Equestrian Center. The District will not be seeking
to fill the second Equestrian Center Coordinator position in order to work to close the budget performance gap.

The Programming and Events Committee reviewed the District’s fees and charges spreadsheet. Director Guritz stated that now is the time to consider price increases in order to have an effect within the FY17-18 budget. The Programming and Events Committee provided direction to update the spreadsheet to include historic program participation data so the Committee is able to understand how fee increases will translate into additional generated revenue for the upcoming year. Director Guritz reported that the goal will be to propose price increases to generate an additional $10K to $15K for the coming year.

Director Guritz reported that Steve Megginson will be presenting at the upcoming Committee of the Whole to provide permit progress updates. Director Guritz stated that HLR Engineering will need direction from the group to insure that the final permits will allow the District to move forward with the full scope of repair or deconstruction activities within the Fox River.

Director Guritz provided updates on the Henneberry Forest Preserve restoration project, and the District’s Recreational Trails Program grant application, and Land and Water Conservation grant award. Director Guritz reported that the District has secured permission to access District preserve lands from Ron Wehrli. The Programming and Events Committee discussed possible future access to the preserve.

Director Guritz reported that if the RTP grant is awarded, the District will need to secure the crossing agreement with Omnitrax, Inc. in order to complete trail improvements within the railroad corridor.

Director Guritz reported that The Conservation Foundation has received a $500,000 Illinois Clean Energy Community Foundation grant to support the Little Rock Creek acquisition project.

X. Citizens to be Heard

No citizens were present at the meeting.

XI. General Discussions and Updates

- Hoover Nature Play Space Updates
- Forest Foundation Volunteer Appreciation Picnic – June 8, 2017 at Jay Woods Forest Preserve

Director Guritz reported that the District is beginning efforts to design the second water feature for the nature play space, and complete the installation of the faucet for the mud kitchen.

Director Guritz reminded the Committee of the upcoming Forest Foundation volunteer appreciation picnic.
XII. Executive Session

None.

XIII. Adjournment

Commissioner Hendrix made a motion to adjourn. Seconded by Commissioner Purcell. Aye, all. Meeting adjourned at 7:37 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District
I. Call to Order

Committee Chairman Cullick called the meeting to order at 4:45 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Davidson, Gilmour, and Cullick all were present.

III. Approval of Agenda

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

IV. Citizens to be Heard

No public comments were offered by those in attendance.

V. Approval to Forward Claims in an Amount Not-to-Exceed $614,911.76.

Commissioner Gilmour made a motion to forward claims to Commission in an amount not-to-exceed $614,991.76. Seconded by Commissioner Davidson.

The Finance Committee reviewed the claims list.

Commissioner Davidson inquired into claim #291 for Ed Bell, Bellfry Bees. Director Guritz stated that the claim is for presentations as part of the District’s “Bug Fest” school field trip programming.

Commissioner Davidson inquired into claim #294 for the Forest Foundation. Director Guritz stated that the claim amount represents a pass through to the Forest Foundation for the Henry Weidman memorial fund to support environmental education programming.

The Finance Committee discussed the future possibility of the District to accept endowment fund contributions to support District projects. Director Guritz reported that there is no reason the District would not be able to accept restricted contributions in the future. Director Guritz reported that the transfer to the Forest Foundation will keep all memorial fund received in one restricted account.

Chairman Cullick called the question. All, aye. Opposed, none.
VI. Review of Financial and Income Statements through May 31, 2017


Budget Coordinator Latreese Caldwell provided an overview of the District’s budget performance for the current fiscal year.

Ms. Caldwell reported the following:

Current revenues are down by $92K representing lower amounts received for farm license revenue, and lower year-to-date property tax collections.

Expenditures are higher in the current fiscal year by $54K attributed to higher salary costs $20 Ellis; $18 Hoover; $15K Environmental Education.

Overall, the District is down approximately $55K over last year, primarily attributed to timing for receipt of tax and farm license revenues.

Commissioner Cullick thanked Latreese Caldwell for pulling these informational reports together.

Director Guritz reported that equestrian center revenues are down considerably, particularly with summer camp enrollments. This is concerning considering the expanded marketing efforts put in place for the current year. Director Guritz stated that more effort is needed in the area of target marketing for equestrian center programming. Director Guritz stated that overall, the District is down by a net of $3,500 for the year.

Director Guritz stated that changing over to session-based scheduling should help with improving the organization of equestrian center programming.

Commissioner Cullick recommended focusing efforts to cross-promote District programs with other large community events.

The Finance Committee discussed the possibility of cancelling the second Finance Committee meeting in June.

Commissioner Davidson expressed concerns over the increase in personnel expenditures for Hoover Forest Preserve and Ellis House and Equestrian Center.

Director Guritz explained that for Hoover, one full-time staff member was on worker’s compensation leave, which was paid off at the end of the last fiscal year.

Director Guritz explained that for Ellis, salaries are higher in part due to expenses for support of Sunrise Center North operations offset by the monthly lease payments.
The Finance Committee discussed facility rental performance for Ellis and Hoover for the year. Director Guritz reported that facility rentals are both up in the current fiscal year. The website marketing presences are beginning to generate leads and tours.


The Finance Committee reviewed the proposed pre-pay propane contract for Ellis House and Harris Forest Preserve for 2017-2018.

Director Guritz stated that the District’s propane use refund from the 16-17 contract is just over $800.00.

The Finance Committee discussed the contract savings and usage, suggesting that the District retain the propane volume at the 16-17 cost for the upcoming year.

Commissioner Davidson offered to contact GRAINCO, FS to request that the unused gallons for 2016-2017 be applied towards the 2017-2018 total estimated usage rather than applying a refund to the 2017-2018 contract balance, and will report back to the Finance Committee at the second meeting in June.

VIII. Executive Session

None.

IX. Other Items of Business

Rich Ryan with Wine-Sergi Insurance, Inc. presented updated recommendations for the District’s Preferred Catering Program. The revised recommendations are more in line with the State’s Attorney’s Office recommendations, which will be presented to the Board for approval at the upcoming Commission meeting.

Steve Megginson with HLR Engineering presented an overview of permitting progress for work to be performed on Millbrook Bridge. This included an overview and drawing showing a two-phase approach for dewatering sections of the Fox River for access using coffer dams.

The Finance Committee discussed the equipment access approach to the bridge infrastructure, and Illinois Historic Preservation Agency requirements. The IHPA public review process will require 6-9 months to complete and include a public hearing, and generation of options that could include selling the structure to an interested third party, or possibly deconstructing and reconstructing bridge spans at an alternate location.

Director Guritz asked whether the IHPA public review process is included within the approved HLR Engineering contract. Mr. Megginson stated that all costs are included within the current contract.
DRAFT

Director Guritz asked for clarification on the most cost effective approach for construction, or deconstruction activities. Mr. Megginson stated that the most cost effective approach is to access the bridge from both approaches. Approaching the bridge with equipment from the northwest approach only will increase costs for conducting in-stream coffer dam approaches into two phases.

The Finance Committee discussed options, providing direction to present an overview of permit approaches to the Committee of the Whole at the July meeting in order to provide direction to HLR Engineering.

Commissioner Davidson suggested that if the District demolishes the structure, the piers should be left standing to save costs and reduce environmental impact.

Mr. Megginson reported that the proposed acquisition of the Little Rock Creek Forest Preserve would serve as mitigation to possible impacts to State listed fish species known to occur in the project area.

The Finance Committee discussed the WIPFLI CPAs proposal for FY 16-17 auditing services. Director Guritz stated that the cost needs to include a single-audit for the current LWCF-OSLAD grant for the proposed Little Rock Creek acquisition project. Director Guritz stated that the District can follow suit with approval of the District’s share of the audit costs following approval by the County Board.

The Finance Committee discussed other items of business, providing direction to post the following items to the upcoming Commission meeting agenda approval:

1. Preferred Caterers Program insurance coverage recommendations.
2. Endowment fund ordinance.
3. Rules of Order for the Kendall County Forest Preserve District
4. Ellis Equestrian Center lesson session schedule and prorated lesson package pricing.
5. Annual sponsorship program framework and policies.
6. Community Forestry grant project application.

The Finance Committee discussed the possibility of changing the regular meeting date for the first Finance Committee meeting and Committee of the Whole meeting to the second Tuesday of each month in order to better accommodate the schedules for Commissioners.

X. Citizens to be Heard

No public comments were offered by those in attendance.

XI. Adjournment

Commissioner Davidson made a motion to adjourn. Seconded by Commissioner Gilmour. All, aye. Opposed, none. Meeting adjourned at 6:48 pm.
Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District
Ordinance 17-06-002

Endowment Fund Ordinance
Kendall County Forest Preserve District

WHEREAS, the Kendall County Forest Preserve District (hereinafter the "District") is a body politic and corporate and municipal corporation organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq., as amended (hereinafter the "Act"); and

WHEREAS, it is reasonable, necessary and desirable for the Kendall County Forest Preserve District, hereinafter called "District," to establish an Endowment Fund for the District; and,

WHEREAS, 70 ILCS 805/13.7 provides as follows:

"Each forest preserve district may create, maintain, and increase a separate fund to be known as the "Endowment Fund" to pay all costs and expenses incurred or anticipated by the forest preserve district for the long-term maintenance and improvement of forest preserve facilities and lands, and for the future purchase of real property. Only one "Endowment Fund" may be created by a forest preserve district, but the fund may provide for the collection, maintenance, investment, and expenditure of monies for more than one purpose. All revenues deposited in the Endowment Fund shall be designated by purpose and appropriated and expended for the purpose for which it was designated. No appropriation in the Endowment Fund shall lapse, and the monies received and designated for a specific purpose shall not become part of the general funds of the district or considered an asset available for appropriation for another purpose in a subsequent year unless the purpose for which the monies were originally appropriated has been completed. Revenues deposited in the Endowment Fund must come from private sources, whether received before, on, or after the effective date of this amendatory Act of 1995. No revenues shall come from any Federal, State, or local government source, except for those received as a result of agreements obligating the district to the long-term maintenance of improvements constructed on district lands. The Fund shall be audited annually by a licensed certified public accountant."; and,

WHEREAS, the District has accepted private contributions totaling $842,469.20 held in restriction from the Trusts of John Edward and Mary M. Subat, and John Subat, Jr. "to build a Nature Preserve Building in Subat Forest Preserve in Memory of Mary M. Subat"; and,

WHEREAS, it is reasonable, necessary and desirable for the District to invest the Subat Project Funds until such time the District is prepared to complete construction and operate the Nature Preserve Building at Subat Forest Preserve; and,

WHEREAS, the District anticipates acceptance of future private contributions for specific long-term maintenance and improvement projects on forest preserve facilities and lands, and for the future purchase of real property; and,
WHEREAS, in consultation with the Kendall County State’s Attorney’s Office and pursuant to applicable statute, investment earnings within each restricted project fund of the Endowment Fund shall be reinvested and applied to the principal balance of that project fund until such time as that project has been fully completed; and, no appropriation in the Endowment Fund shall lapse, and the monies received and designated for a specific purpose shall not become part of the general funds of the district or considered an asset available for appropriation for another purpose in a subsequent year unless the purpose for which the monies were originally appropriated has been completed.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the District as follows:

1. The Board of Commissioners hereby establishes an “Endowment Fund of the Kendall County Forest Preserve District.”
2. The Board of Commissioners hereby authorizes and directs the District’s President, Treasurer, and Executive Director to take the necessary actions to establish the Endowment Fund for the District.
3. The Board of Commissioners hereby orders that restricted funds held within the Subat Project Fund shall be accounted for separately, and made part of the District’s Endowment Fund.
4. The District’s Treasurer is authorized to take the necessary actions now, and in the future to deposit, invest, and apply the proportional share of investment earnings from private sources accepted by the District in order to grow, but separately account for each restricted project fund held in the Endowment Fund.
5. The Fund shall be audited annually by a licensed certified public accountant.

Passed and approved by the President and Board of Commissioners of the District this 20th day of June, 2017.

Approved: __________________________

Judy Gilmour, President

Attest: __________________________

Elizabeth Flowers, Secretary
KENDALL COUNTY FOREST PRESERVE DISTRICT
KENDALL COUNTY, ILLINOIS

RESOLUTION NO. 17-06-003

A RESOLUTION ESTABLISHING RULES OF ORDER FOR THE KENDALL COUNTY FOREST PRESERVE DISTRICT

WHEREAS, the Kendall County Forest Preserve District (hereinafter the "District") is a body politic and corporate and municipal corporation organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. as amended (hereinafter the "Act"); and

WHEREAS, the mission of the District is to acquire and hold lands containing natural forests, and lands capable of being restored to a natural condition, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within Kendall County for the education, pleasure, and recreation of the public; and

WHEREAS, the Board of Commissioners of the District has determined that it is both desirable and necessary to establish Rules of Order for conducting the business of the District in accordance with the provisions of the Downstate Forest Preserve District Act, and the Open Meetings Act (5 ILCS 120/1, et seq.).

NOW THEREFORE, BE IT RESOLVED that the Kendall County Forest Preserve District Board of Commissioners hereby adopts the "RULES OF ORDER FOR THE KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION OF COMMISSIONERS" as provided herein as attached Exhibit "A", effective June 20, 2017.

Approved and adopted by the Kendall County Forest Preserve District Board of Commissioners this 20TH day of June, 2017.

Approved:

__________________________
Judy Gilmour, President

Attest:

__________________________
Elizabeth Flowers, Secretary
RULES OF ORDER FOR THE
KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION OF COMMISSIONERS

I. KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION MEETINGS

A. REGULAR MEETINGS
B. CANCELED AND RESCHEDULED REGULAR MEETINGS
   1. Cancellation of Regular Meetings
   2. Rescheduling of Regular Meetings
C. SPECIAL MEETINGS
D. EMERGENCY MEETINGS
E. MEETING LOCATIONS
F. AGENDA
   1. Content of Agenda
   2. Preparation and Contents of Commission Packet
G. RULES OF PROCEDURE
   1. Adoption of Roberts Rules of Order
   2. Rules for Commission Meetings
      a. Quorum
      b. General Voting Requirement
      c. Early Departure of Commissioner
      d. Minutes
      e. Suspension of Rules
H. PUBLIC PARTICIPATION
   1. Public Comments
   2. Recording by the Media and Public

II. KENDALL COUNTY FOREST PRESERVE DISTRICT OFFICERS AND OFFICIALS

A. OFFICERS
   1. President
   2. Vice-President
   3. Secretary
   4. Treasurer
   5. Executive Director
   6. Absence of Officers
B. ELECTION OF PRESIDENT AND VICE-PRESIDENT
C. APPOINTMENT OF OTHER OFFICERS AND OFFICIALS
   1. Secretary and Treasurer
   2. Executive Director of the District

III. KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION COMMITTEES

A. STANDING COMMITTEES
   1. Finance Committee
   2. Operations Committee
   3. Committee of the Whole
B. SPECIAL COMMITTEES
   1. Ad Hoc Committees
   2. Advisory Committees
C. APPOINTMENT OF COMMITTEE MEMBERS
   1. Appointment of all Members
   2. Appointment of Chairman and Vice-Chairman
   3. Removal of Committee Members
   4. Term of Committee Members
   5. Vacancies of Committee Members

D. QUORUM
E. MINUTES
F. PROCEDURES OF STANDING AND SPECIAL COMMITTEES

IV. FINANCE

A. FISCAL YEAR
B. ANNUAL AUDIT
C. REMUNERATION OF COMMISSIONERS
   1. Per Diem
   2. Attendance
   3. Remuneration Vouchers
   4. Mileage

V. AMENDMENT, CONFLICTS, TRANSITIONS, AND REPEALS

A. AMENDMENTS
B. CONFLICTS
C. SEVERABILITY AND INVALIDITY
D. TRANSITION
E. REPEAL
F. EFFECTIVE DATE
KENDALL COUNTY FOREST PRESERVE DISTRICT
RESOLUTION#17-06-003 “EXHIBIT A”

PREFACE

The Kendall County Forest Preserve District ("District") was created by referendum in April of 1964, and is governed by the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. (the "Act"). The boundaries of the District are co-extensive with the boundaries of Kendall County. Therefore, the District is governed by a Board of Commissioners ("Commissioners") who also serve as the current Kendall County Board Members. (70 ILCS 805/3a (West 2016.)

I. KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION MEETINGS

A. REGULAR MEETINGS

Regular Meetings of the Kendall County Forest Preserve District Commission shall be held at the date and times specified by resolution, which shall be passed every year in December, by the Kendall County Forest Preserve District Commission. All regular meetings of the District shall be conducted in accordance with the Illinois Open Meetings Act, (5 ILCS 120/1, et seq), the Downstate Forest Preserve District Act (70 ILCS 805/01 et seq), and any and all other applicable laws and regulations.

B. CANCELED AND RESCHEDULED REGULAR MEETINGS

1. Cancellation of Regular Meetings

When the President of the District ("President") determines that no business of the District requires the convening of a particular Regular Meeting of the Commission, or that a quorum will not be available for any such Regular Meeting, or that other good cause exists for not holding such Regular Meeting, the President may cancel such meeting, with or without rescheduling. The President shall promptly notify the Executive Director of the Forest Preserve District ("Director") of any such cancellation, and the Director shall promptly issue written notice of such cancellation to each Commissioner and to all news media that have filed requests for notice of District meetings pursuant to the Illinois Open Meetings Act.

2. Rescheduling of Regular Meetings

When any Regular Meeting of the Commission has been canceled, the President may reschedule such Regular Meeting to such day and time as he or she shall deem appropriate by directing the Director or designee to give notice of such Rescheduled Regular Meeting pursuant to the Illinois Open Meetings Act.

C. SPECIAL MEETINGS

Special Meetings of the Commission may be called pursuant to a “Special Call” by the President or by any six of the Commissioners of the Commission. Special Calls shall be in writing, shall be addressed to the Director or designee, and shall specify the time, place, and reason of the Special Meeting. Such a Special Call, from either the President or six Commissioners, shall be given in sufficient time to allow the Director to give at least 48 hours’ notice of the Special Meeting, pursuant to the Illinois Open Meetings Act.
D. EMERGENCY MEETINGS

The President, upon notice in writing addressed to the Director or designee, declaring that a bona fide emergency exists and stating the nature of the emergency, may call an Emergency Meeting of the Commission and set the agenda. Promptly upon receipt of such notice, the Director or designee shall give notice of such Emergency Meeting, pursuant to the Illinois Open Meetings Act.

E. MEETING LOCATIONS

All meetings of the Commission shall normally be held in the County Board Room of the Kendall County Office Building, 111 W. Fox Street, Yorkville, Illinois. In the event that a meeting must be held elsewhere, the Director or designee shall give proper notice of the location pursuant to the Open Meetings Act.

F. AGENDA

1. The agenda and accompanying documentation for all Commission meetings shall be prepared by the Director or designee at the direction of the President.

2. Content of Agenda

The following shall be the general order of business set forth on the agenda for each Regular, Special, Emergency, and Rescheduled Regular Meetings of the Commission, subject to such changes thereof as may be directed by the President:

a. Call to Order
b. Pledge of Allegiance
c. Invocation
d. Roll Call of Commissioners
e. Determination of Quorum
f. Approval of Agenda
g. Approval of Minutes
h. Public Comment
i. Old Business
j. New Business
k. Executive Session
l. Public Comment
m. Adjournment

3. Preparation and Contents of Commission Packet

a. The Commission packet shall be prepared by the Director or designee at the direction of the President and shall include all necessary supporting documentation as related to action items or discussion items on the agenda. This would include, but not be limited to:
i. All agreements proposed for approval, and all agreements included as action items for the agenda; and

ii. Resolutions and ordinances, such as those for land acquisition or otherwise, included as action items for the agenda; and

iii. Signature pages that are ready to be executed, summaries, staff reports, resolutions and ordinances, and such land acquisition resolutions and ordinances that have been included as action items on the agenda.

G. RULES OF PROCEDURE

1. Adoption of Roberts Rules of Order

In the absence of a governing provision of these Rules, the most current edition of *Roberts Rules of Order Newly Revised* shall govern.

2. Rules for Commission Meetings

a. Quorum
A quorum (as defined in the Illinois Open Meetings Act) shall be necessary for the transaction of business at any Commission meeting. A majority consisting of at least six (6) Commissioners shall constitute a quorum.

b. General Voting Requirement
All Ordinances and all other proposals shall require the concurrence of a majority of those present for passage, except for those items requiring greater than a simple majority as required by law. Unless a different vote is required by applicable law, any other motion may be approved by a voice vote of the Commission, although any Commissioner may ask for and require a roll call vote on any such other motion, in which case the motion is approved if it receives affirmative votes of a majority of the Commissioners present.

   a. Votes Requiring Other Than a Simple Majority
   For purposes of these Rules, any Ordinance or Resolution authorizing the acquisition of land or any interest in land, shall be deemed to authorize the expenditure of District funds, and necessitate a majority vote of all elected Commissioners pursuant to 70 ILCS 805/12.

   The following matters require a vote by an amount of Commissioners above a simple majority of those present at a particular meeting:

   i. Two-thirds vote of the members of the Commission
      a. The making of appropriations in excess of those authorized by the appropriation ordinance in order to meet an immediate emergency.
      b. The sale of any one or more parcels of land owned by the
District that are less than one acre in size whenever the Commission determines the sale to be advantageous to the District.

   c. The sale of outlots when the forest preserve district acquires a parcel of land in excess of 600 acres that includes one or more vacant, subdivided residential outlots on the boundary of the 600 acres, regardless of whether the outlots are contiguous to one another, when the Commission determines that the sale is advantageous to the District.

   d. Overturning a veto by the President.

   ii. **Three-fourths of the members of the Commission**
       a. Vacating any street, roadway or driveway, or part thereof, located within a forest preserve by an ordinance pursuant to the public’s interest.

   iii. **Three-fifths vote of the members of the Commission**
        a. Authorize the conveyance or sale of personal property of the District.

   iv. **Unanimous Vote of the Members of the Commission**
       a. The trade any one or more parcels of land owned by the District for one or more parcels of land owned by one or more individuals or any public or private entity whenever the Commission determines the trade to be advantageous to the District.

   v. **Majority of those elected**
      a. The passage of ordinances and all proposals to create any liability, or for the expenditure or appropriation of money.

   c. **Early Departure of Commissioner**
      A Commissioner wishing to excuse himself or herself from any portion of a meeting, while the meeting is in session, shall inform the President or designee, and it shall be noted in the meeting minutes.

   d. **Minutes**
      The Director or designee shall be the official keeper of records of all Forest Preserve Commission Meetings. The Director or designee shall be responsible for the audio recording of minutes, the taking of notes, and preparing minutes for Commission review. In addition, the Director shall be the official custodian of all records and minutes of the Commission. The minutes shall be approved by a majority vote of the Commissioners present within thirty (30) calendar days after the meeting or at the Commission’s second subsequent regular meeting, whichever is later. The approved
minutes shall be available for public inspection within ten (10) calendar days after the Commission approves the minutes. Also, all approved minutes shall be posted on the District’s website within ten (10) calendar days after the approval of the minutes by the Commission, and such minutes shall remain posted on the District’s website for at least sixty (60) calendar days after their initial posting.

e. **Suspension of Rules**

These Rules may be suspended in any particular case by a vote of two-thirds of the Commissioners present. These Rules shall not be suspended for the purposes of considering the approval or amendment of the fiscal year budget, or to consider compensation increases for employees of the District.

H. **PUBLIC PARTICIPATION**

1. **Public Comments**

At all Regular, Special, and Emergency Commission meetings, as well as all Committee meetings, members of the public of the District shall be afforded time to comment. Such public comment shall be limited to a five-minute comment per individual, and no more than sixty minutes for any public comment period. Recognition of individuals shall be made by the President. Members of the public making public comments shall refrain from statements, remarks, or conduct that are uncivil, rude, vulgar, profane, or otherwise disruptive to the Commission meeting. If any person makes such prohibited statements or remarks or engages in such prohibited conduct, the President may terminate that person's public comment and direct the person to leave the meeting.

2. **Recording by the Media and Public**

Recording of the proceedings of the Commission may be done by the news media representatives or the public in such a manner that does not disrupt the meeting.

II. **KENDALL COUNTY FOREST PRESERVE DISTRICT OFFICERS AND OFFICIALS**

A. **OFFICERS**

The officers of the District shall be a President, a Vice-President, a Secretary, a Treasurer, and an Executive Director.

1. **President**

   a. The President shall preside at all meetings of the Commission, be the executive officer of the District, and be a member of the Commission.

   b. The President shall sign all ordinances, resolutions, and other papers necessary to be signed, and shall execute all contracts entered into by the District and
perform other duties as may be prescribed by ordinance.

c. The President may veto any ordinance, orders, resolutions and actions, or any items therein contained, of the Commission that provide for the purchase of real estate, or for the construction of improvements within the preserves of the District. Such veto shall be filed with the Secretary of the District within 5 days after the passage of the ordinance, order, resolution or action, and when so vetoed the ordinance, order, resolution or action, or any item therein contained is not effective unless it is again passed by two-thirds vote of all the members of the Commission pursuant to 70 ILCS 805/12.

d. The President may vote in the same manner as the other members of the Commission.

e. In the event of the death of the President, the Vice-President shall, within fifteen calendar days of said death, call a Special or Emergency meeting of the Commission, at which the Commissioners shall elect from among their number, by an affirmative majority vote of those present, a successor President.

f. In the event of the incapacity of the President, the Vice-President shall, within fifteen calendar days of said death, call a Special or Emergency meeting of the Commission at which time it shall be determined by a three-fourths majority of the Commissioners present if the office of President shall be declared vacant. In such event, the Commissioners shall elect, from among their number, by an affirmative majority vote of those present, a successor President.

2. **Vice-President**

a. If the President will be absent from a meeting, or any portion thereof, the Vice-President shall act as President pro-temp.

b. The Vice-President shall fulfill the duties of the President during any period when the President is unable to serve because of personal reasons, injury, incapacity, or emergency, until the President is again able to serve or until the President’s successor is elected.

c. In the event of the death of the Vice-President, the President shall, within fifteen calendar days, call a Special or Emergency meeting of the Commission at which the Commissioners shall elect from among their number, by an affirmative majority vote of those present, a successor Vice-President.

d. In the event of the incapacity of the Vice-President, the President shall, within fifteen calendar days of said death, call a Special or Emergency meeting of the Commission at which time it shall be determined by a three-fourths majority of the Commissioners present if the office of Vice-President shall be declared vacant. In such event, the Commissioners shall elect, from among their number, by an affirmative majority vote of those present, a successor Vice-President.
e. The Vice-President shall perform any other duties as assigned by the President of the District.

3. **Secretary**
   a. If the President or Vice-President will be absent from a meeting, or any portion thereof, the Secretary if a commissioner shall act as President pro-temp.
   
   b. The Secretary shall sign as witness or attest to all documents as required by law, and customary practice.
   
   c. The Secretary shall be the keeper of the Official Seal of the District.
   
   d. The Secretary shall perform any other duties as assigned by the President of the District.
   
   e. In the event of the death of the Secretary, the President shall, within fifteen calendar days of said death, call a Special or Emergency meeting of the Commission, to confirm a new secretary.

4. **Treasurer**
   a. Shall follow all rules and regulations according to State Statute.
   
   b. Shall be the duly elected Kendall County Treasurer upon his or her acceptance.
   
   c. Shall perform any other duties as assigned by the President of the District.

5. **Executive Director**
   a. Shall perform any duties as approved by the Commission.
   
   b. Shall have authority to sign and execute contracts approved by the Commission.
   
   c. Shall perform any other duties as assigned by the President of the District.

6. **Absence of Officers**
   In the event of the absence of the President, Vice-President, and Secretary from any meeting of the Commission, or any portion thereof, the Commission shall select a President pro-tem.
B. ELECTION OF PRESIDENT AND VICE-PRESIDENT

The President and Vice-President of the District shall each be elected for a two-year period from among the Commissioners by an affirmative majority vote of the Commissioners present during the Commission's initial organizational meeting following the election of new Commissioners every two years. The President and Vice-President shall each serve thereafter until his or her successor is elected or until his or her term as a Commissioner has expired.

C. APPOINTMENT OF OTHER OFFICERS AND OFFICIALS

1. Secretary and Treasurer

The President, as soon as possible after assuming office, shall appoint a Secretary and Treasurer, with the advice and consent of the Commission by a majority affirmative vote of those present, all of whom shall serve at the pleasure of the President and, if serving at the time of the expiration of the President's term, after such expiration until their successors are appointed. (70 ILCS 805/8(b))

2. Executive Director of the District

The Commission has the authority to hire the Executive Director of the District by an affirmative majority vote of the Commissioners present.

III. KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION COMMITTEES

A. STANDING COMMITTEES

There shall be three Standing Committees of the Commission. All Standing Committees serve in an advisory capacity and shall not have any authority to take final action on behalf of the Commission unless otherwise authorized to do so by a majority vote of the Commission members present. All Standing Committee meetings shall be subject to the Illinois Open Meeting Act. These Standing Committees shall have the following duties as well as any other duties directed by the Commission:

1. Finance Committee

The Finance Committee shall review and make recommendations to the Commission concerning all financial affairs of the District, including but not limited to, bond issues, applications for grants, the preparation of budgets, appropriations and tax levies, wage and job classification policies, compensation and benefit program, insurance, safety, user fees, review of claims, and concession, leases, licenses, or similar arrangements. The Committee also shall review fundraising strategies for the District. The Committee shall not commit District funds or incur liabilities.
2. **Operations Committee**

The Operations Committee shall review and make recommendations to the Commission concerning operational affairs and policies of the District, including but not limited to all general use regulations, maintenance, programming and promotion of all District properties; the use of District facilities, programs and services; the conservation of District lands, waters, flora and fauna.

3. **Committee of the Whole**

The Committee of the Whole shall be up made of all serving Commissioners. The jurisdiction of the Committee of the Whole is the overall Standing Committee coordination, discussion of overall Forest Preserve District Policies and Objectives, and other items as decided by the President of District or the Commission.

**B. SPECIAL COMMITTEES**

A special committee is a committee established for a special purpose or special matter and it is of a limited duration. The following forms of special committees may be established in writing by the President with the approval of the majority of Commissioners present. These special committees shall not have any authority to take final action on behalf of the Commission unless otherwise authorized to do so by a majority of the Commission members present. All special committee meetings are subject to the Illinois Open Meeting Act, shall follow Roberts Rules of Order, Newly Revised and these Rules of Order.

1. **Ad Hoc Committees**

Ad Hoc Committees may be formed to study any matter of interest to the District and to perform any other functions as deemed necessary by the Commission. An Ad Hoc Committee shall consist of Commissioners and shall report to the Commission. An Ad Hoc Committee shall cease on the earlier of (a) when the President determines that they have completed their duties, including, if required by the President, the rendition of a final report, or (b) at the end of the President’s term. Any determination of dissolution shall be submitted by the President to the Commission for its approval or disapproval by majority vote of the Commission members present.

2. **Advisory Committees**

Advisory Committees may be formed to hold hearings on specific matters and to perform other functions as deemed necessary. Advisory Committees shall consist of Commissioners and/or members of the public and shall report to the Commission. No ordinances or resolutions shall be referred, discussed, or voted on by an Advisory Committee. An Advisory Committee shall cease the earlier of (a) when the President determines that the Advisory Committee has completed its duties, including, if required by the President, the rendition of a final report, or (b) at the end of the President’s term. Any determination of dissolution shall be
submitted by the President to the Commission for its approval or disapproval by a majority vote of the Commissioners present.

C. APPOINTMENT OF COMMITTEE MEMBERS

1. Appointment of all Members

All Members of Standing and Special Committees shall be appointed by the President, with the advice and consent of a majority of the Commission members present. All Standing Committees and Ad Hoc Committees shall have five (5) members, with the exception of the Committee of the Whole, which shall be comprised of all serving Commissioners. The number of members of all Advisory Committees shall be set by the President with the approval of a majority vote of the Commissioners present. Reappointments of members to all Standing Committees shall take place at the beginning of each new term in the same manner as stated above.

2. Appointment of Chairman and Vice-Chairman

The President of the District, with the advice and consent of a majority of Commissioners present, shall appoint a Chair for each Standing and Special Committee. The Chair of each Committee shall appoint a Vice-Chairman from the membership of the Committee with the advice and consent of the Committee members present. In the absence of the Chairman, the Vice-Chairman shall conduct the Committee meeting.

3. Removal of Committee Members

Any Standing or Special Committee Member may make a request to the President in writing at any time to remove himself or herself from one or more assignments to a Standing or Special Committee. The President shall then promptly review the request and make a determination in writing as to whether the request is approved or denied. The President may make changes in appointments to Standing or Special Committees when appropriate.

4. Term of Committee Members

Members of Standing Committees will serve until the end of the current term, unless removed pursuant to III (C) (3) above.

5. Vacancies of Committee Members

a. A vacancy in a Standing or Special Committee is effective when any one or more of the following occur:

  1. The President approves a Committee member’s written request for removal from the Committee.

  2. The death of a Committee member.
3. The involuntary removal of a Committee member.
   b. When a vacancy occurs in a Standing or Special Committee, the President may fill the vacancy by appointment, with the advice and consent of a majority of the Commission members present.

D. QUORUM

A quorum (as defined in the Illinois Open Meetings Act) shall be necessary for the transaction of business at any Standing or Special Committee meeting.

E. MINUTES

Every Standing and Special Committee shall keep minutes of each of its meetings. All minutes shall be prepared by the Executive Director or designee who shall also serve as the custodian of the minutes. Copies of all minutes shall be forwarded to the Commission for approval by a majority vote of the Commission members present within thirty (30) calendar days after the Committee meeting or at the Commission’s second subsequent regular meeting, whichever is later. The approved minutes shall be available for public inspections within ten (10) calendar days after the Commission approves the minutes. All minutes shall be posted on the District’s website within ten (10) days after the approval of the minutes by the Commission and such minutes shall remain posted on the District’s website for at least sixty (60) calendar days after their initial posting. (5 ILCS 120/2.06)

F. PROCEDURES OF STANDING AND SPECIAL COMMITTEES

1. Any individual or any spokesperson for a group shall be permitted to address a Standing or Special Committee. Recognition of such individuals shall be made by the Chair.

2. Agendas for Standing or Special Committee meetings shall be prepared by the Director or designee, and reviewed by the Committee Chair and the President. Agendas shall be posted at least forty-eight (48) hours prior to the Standing or Special Committee meeting, pursuant to the Open Meetings Act.

3. The following shall be the general order of business set forth on the agenda for Standing or Special Committees, subject to such changes thereof as may be directed by the Committee Chairperson or by the President:
   a. Call to Order
   b. Roll Call of Committee Members
   c. Determination of Quorum
   d. Approval of Agenda
   e. Approval of Minutes
   f. Public Comment
   g. Old Business
4. If a Standing or Special Committee Member arrives late or leaves early, it shall be so noted in the meeting minutes along with the time.

5. Any Standing or Special Committee member wishing to absent himself or herself from any portion of a meeting while the meeting is in session shall so inform the Committee Chair.

6. Direction of work efforts of the District’s Director and staff members shall be determined by the President, Vice-President, the Commission, and Standing and Special Committees of the District.

IV. FINANCE

A. FISCAL YEAR

The Fiscal Year for the Kendall County Forest Preserve District shall be December 1 through November 30 of the subsequent year.

B. ANNUAL AUDIT

There shall be an annual independent audit of all funds and accounts of the District by Certified Public Accountants certified to practice public accounting in the State of Illinois. The auditor shall be selected by the Commission by majority vote of those present.

C. REMUNERATION OF COMMISSIONERS

1. Per Diem

   a. The President and Commissioners are authorized to receive a per diem of $36.00 for attendance at all regular Commission meetings, Special or Emergency meetings, and Standing and Special Committee meetings. In addition, the President and Commissioners are authorized to receive the per diem when serving as an “interim Standing or Special Committee member” to fill a vacancy to form a quorum for the meeting. In order to receive the per diem, the Commissioner must be appointed to serve as an interim Committee member by the Chairperson of the applicable Committee, and said appointment must be identified in the Committee’s approved minutes. The Commissioner’s interim Committee member appointment shall expire upon the conclusion of the Committee meeting.
b. The President or his or her designee is also authorized to receive a per diem fee in the amount of $36.00 per day for attendance at a real estate closing in the President’s official capacity on the District’s behalf, for attendance at a Kendall County Forest Preserve District staff meeting called for the purpose of personnel matters, or when acting as a liaison in the President’s official capacity on behalf of the District.

c. No Commissioner shall file for and/or receive a per diem payment for services rendered on the same day for which the Commissioner filed for and/or received a per diem payment as a Kendall County Board Member. Per diems are allowed only on days where a per diem is not otherwise paid to a Commissioner to conduct the business of the County.

2. **Attendance**

Attendance is recorded at each regular Commission meeting and Standing or Special Committee meetings by use of a sign-in sheet, which is attached as “Exhibit 1A,” signed by the President (for Commission meetings) or applicable Committee Chair (for Standing and Special Committee meetings) and submitted to the Kendall County Treasurer’s Office at the close of the meeting.

3. **Remuneration Vouchers**

The following rules apply regarding voucher submissions:

a. Attendance is noted on the “Kendall County Board & Forest Preserve District Salary Voucher” form, which is attached as “Exhibit 1B.” The Commissioners are required to submit their completed voucher forms monthly to the Kendall County Treasurer’s Office at the end of each month for which payment is requested.

b. Only the Commissioner should prepare and sign the voucher form. No payment shall be distributed until the voucher form is accurately and timely completed and signed by the Commissioner in accordance with these Rules of Order.

c. There is no prepayment or deferral of payment for meetings attended.
4. **Mileage**

The President and Commissioners are authorized to receive the mileage reimbursement at the IRS rate for out-of-county District related meetings for which they are eligible to receive a per diem. Mileage shall be claimed from the point of departure to the destination, except if the Commission members home address is closer to the destination.

Mileage reimbursement is reported on the “Mileage Reimbursement Form,” which is attached as Exhibit 1C. The Commissioners are required to submit their completed mileage reimbursement forms monthly to the Kendall County Treasurer’s Office at the end of each month for which payment is requested.

V. **AMENDMENT, CONFLICTS, TRANSITIONS, AND REPEALS**

A. **AMENDMENTS**

1. Any Commissioner may propose an amendment to these Rules in writing to the President of the District or designee. The proposed amendment shall be referred to the Committee of the Whole for its consideration prior to being submitted to the Commission.

2. Amendments of these Rules may be adopted only by an ordinance approved by the concurrence of a two-thirds majority of all of the Commissioners.

B. **CONFLICTS**

In the event of any conflict of these Rules with the Downstate Forest Preserve District Act, or any other statute, the applicable statutory provision shall prevail. In the event of any conflict or inconsistency between these Rules and any previously adopted rule, regulation, Resolution or Ordinance of the District, these Rules shall govern.

C. **SEVERABILITY AND INVALIDITY**

These Rules are severable. That is, if any one of these Rules (or any part thereof) is found to be contrary to law, such finding shall not affect any other Rule (or any part thereof).

D. **TRANSITION**

1. The membership of current Standing Committees of the District shall be maintained, with the membership of the Programing and Events Committee becoming the membership of the Operations Committee.

2. The Chairs of the current Standing Committees shall become of the Chairs of the new Standing Committees.
KENDALL COUNTY FOREST PRESERVE DISTRICT
RESOLUTION#17-06-003 “EXHIBIT A”

3. All actions, ordinances, and resolutions of the Commission passed before the adoption of these rules shall be deemed to have been adopted in compliance thereof, and remain in effect.

4. All current Officers of the Commission shall remain in place.

E. REPEAL

All Kendall County Forest Preserve District Rules of Order previously adopted are hereby repealed.

F. EFFECTIVE DATE

Passed and approved by the President and Board of Commissioners of the District and in full force and effect upon date signed below.

Effective Date: ____________________________  

Judy Gilmour, President of the District  

Elizabeth Flowers, Secretary of the District
Forest Preserve Commission & Committee Attendance Record

INSTRUCTIONS: Meeting chair is responsible to complete attendance record, designate members assigned as alternates to fulfill quorum, and submit form to Treasurer's Office or Treasurer's Office interoffice mailbox within two business days after the meeting date.

MEETING NAME ____________________________
(Meetings of Forest Preserve District, Standing and Special Committees of the Board of Commissioners)

Date & Time of Meeting: _____/_____/______  _____:____ a.m./p.m.
                  Date                        Start Time

INSTRUCTIONS: Meeting chair is responsible to complete attendance record, designate members assigned as alternates to fulfill quorum, and submit form to Treasurer's Office or Treasurer's Office interoffice mailbox within two business days after the meeting

Members in attendance:

Lynn Cullick ____________________________ Scott Gryder ____________________________
                                 Signature                             Signature

Bob Davidson ____________________________ Audra Hendrix ____________________________
                                 Signature                             Signature

Elizabeth Flowers ____________________________ Matt Kellogg ____________________________
                                 Signature                             Signature

Tony Giles ____________________________ Matthew Prochaska ____________________________
                                 Signature                             Signature

Judy Gilmour ____________________________ John Parcell ____________________________
                                 Signature                             Signature

As Meeting Chair, I affirm and attest the above information is accurate.

___________________________________________ /       /       
Signature of Meeting Chair                        Date
**This form must be submitted monthly to the Treasurer’s Office at the end of each month for which you are requesting payment.**

**To be eligible for reimbursement you must submit this voucher within 30 days of the end of the month for which you are requesting payment.**

**If you attend more than one meeting on the same day, please request payment for only ONE of the meetings you attended for that date.**

**County Board, Forest Preserve Dist., Committee of the Whole, Standing Board Committees and Special Appointments: (Only submit for meetings you wish to be paid.)**

<table>
<thead>
<tr>
<th>Meeting Name</th>
<th>Date</th>
<th>Meeting Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>County Board/Forest Preserve</td>
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<td>Human Resources/Admin.</td>
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<tr>
<td>County Board/Forest Preserve</td>
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<td>2nd HR / Admin.</td>
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<tr>
<td>COW</td>
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<td>Labor &amp; Grievance</td>
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<td>Animal Control</td>
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<td>Economic Development</td>
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<td>Forest Preserve Finance</td>
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<td>Facilities Management</td>
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<td>Forest Preserve Operations</td>
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<td>Health &amp; Environment</td>
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<td>Law, Justice and Legislation</td>
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<td>Highway</td>
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**TOTAL # of County Per Diems**

\[ \text{X} \times $90.00 = \]

**TOTAL # of Forest Pres. Per Diems**

\[ \text{X} \times $36.00 = \]

**TOTAL PAY:**

By signing my name below, I hereby affirm that the information provided herein is true and complete to the best of my knowledge and that I have not already been paid for these claims.

__________________________
Signature

__________________________
Date
KENDALL COUNTY FOREST PRESERVE DISTRICT COMMISSION

MILEAGE LOG

EXHIBIT 1C

Name: ____________________________
Department: KCFPD Commission

Vendor #: ____________________________
Line Item #: 2702-000-6115

<table>
<thead>
<tr>
<th>DATE</th>
<th>REASON FOR TRAVEL</th>
<th>PLACE OF DEPARTURE</th>
<th>DESTINATION</th>
<th>TOTAL MILES</th>
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TOTAL NUMBER OF MILES ___________ X .535 = ___________

By signing my name below, I hereby affirm that the information provided herein is true and complete to the best of my knowledge and that I have not already been paid for these claims.

BOARD MEMBER SIGNATURE: ____________________________
DATE: ____________________________
To: Kendall County Forest Preserve District Board of Commissioners  
From: David Guritz, Director  
RE: Village of Minooka – Joint Agency Farm License Agreement  
Date: June 20, 2017

Dan Duffy, Village of Minooka Administrator, has contacted Jim Fleming, the farm operator currently active on the farmland parcels adjacent to the McDaniel’s property.

Mr. Fleming has agreed to farm the property this year, and plans to plant soybeans provided he is able to access the parcel with his equipment.

The proposed Farm License Agreement includes a base rent fee of $110 per acre, for a total base rent fee of $1,110. Of this amount, the District will receive 41.6% of the base rent payment, or $461.76.

Recommendation:

Consider a motion to approve a farm license agreement between the District, Village of Minooka, and Farm Operator Jim Fleming of Minooka, Illinois for a Base Rent Payment of $110.00 per acre for 10 +/- acres for parcel #09-34-300-010 (McDaniel’s Property).
ILLINOIS CASH FARM LEASE

To use this lease form. Complete two identical copies - one for the Lessor (Landowner) and one for the Lessee (Tenant). Cross out any provisions that are not to become a part of the contract. Write any additional provisions that are desired. Use ink or typewriter. Suggestions for completing and using this lease form are available from your county Extension adviser and from Illinois Extension Circular 1199, Farm Leases for Illinois. The Landowner and Tenant may want to discuss lease provisions with their respective legal counsel since a lease creates and alters legal rights.

Date and names of parties. This lease is entered into on __________ 20 __________, between Village of Minooka (Villager) and Kendall County Forest Preserve District (KCFPD) Lessor(s), at (address) Village-121 E. McEvilly Road, Minooka Illinois 60446; KCFPD-110 West Madison Street, Yorkville, IL 60560 and Jim Fleming Lessee(s), at (address) 1680 Holt Road, Minooka, Illinois 60446.

The parties to this lease agree to the following provisions.

Description of land. The Lessor rents and leases to the Lessee, to occupy and to use for agricultural purposes only, the following real estate located in the County of Kendall and the State of Illinois described as follows:

commonly known as the Village of Minooka Farm on Holt Farm and consisting of approximately 70 +.- acres, together with all buildings and improvements thereon belonging to the Lessor, except NA (see attached map of Farm).

Length of tenure. The term of this lease shall be from __________ 20 __________ to December 31, __________ 20 __________, and the Lessee shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be placed in writing on this lease, and both parties agree that failure to execute an extension at least 1 month months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

Amendments and alterations to this lease may be made in writing in the space provided at the end of this form at any time by mutual agreement. If the parties fail to agree on proposed alterations, the existing provisions of the lease shall control operations.
Section 1. Amount of Rent

A. The Lessee agrees to pay the Lessor an annual cash rent for the above-described farm in the amount determined by one of the following methods:

Method 1. The annual cash rent shall be the sum of $__________ per acre, plus _______ acres of cropland at $110 per acre, plus _______ acres of _______ at $______ per acre, plus _______. This represents _______ acres of cropland at $110 per acre, plus _______.

Method 2. The cash rent shall be the amount stated in Method 1 above, but adjusted annually after the first year in proportion to changes in the USDA index of _______ for the months of _______ from a base index of _______ for the first year of this lease.

Method 3. The cash rent shall be equal to the value of the standing amounts of commodities indicated below, such value to be calculated each year by using the prices for the time periods and from the sources specified. After the first year the standing amounts shall first be adjusted up or down for the year in the same proportion as county average yields changed that year from the indicated base yields.

<table>
<thead>
<tr>
<th>Commodity</th>
<th>Standing amount</th>
<th>Time periods and sources of the prices to be used</th>
<th>County average base yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corn</td>
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<tr>
<td>Soybeans</td>
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<td>Wheat</td>
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<td>Milk</td>
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<td>XXXXXXX</td>
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<tr>
<td>Hogs</td>
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<td>XXXXXXX</td>
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</tbody>
</table>

Section 2. Lessor's Investment and Expenses

The Lessor agrees to furnish the property and to pay the items of expense listed below:

A. The above-described farm, including fixed improvements.
B. Materials for necessary repairs and improvements to buildings and permanent fences except as agreed to in Sections 3D and amendments to this lease.
C. Skilled labor employed in making and repairing improvements and all labor for painting buildings.
D. Taxes on land, improvements, and personal property owned by the Lessor.
E. Fire and wind insurance, at a fair replacement value, on the residence and all buildings owned by the Lessor and used by the Lessee in storing or housing grain, feed, livestock, and equipment.

Section 3. Lessee's Investment and Expenses

The Lessee agrees to furnish the property and to pay the items of expense listed below:

A. All the machinery, equipment, labor, fuel, and power necessary to farm the premises properly.
B. The hauling to the farm, except when otherwise agreed, of all material which the Lessor furnishes for making repairs and minor improvements, and the performing of labor, except skilled, required for such repairing and improving.
C. All seed, inoculation, disease - treatment materials, and fertilizers except that which the Lessor agrees to furnish in Section 2 above.
D. The following described items and all other items of expense not furnished by the Lessor as provided in Section 2.

F. Ground limestone: Lessor is to furnish ______ percent or share of total cost, including hauling and spreading.
G. Seeds (state percent or share furnished by Lessor):
   - Alfalfa
   - Red clover
   - Sweet clover
   - Grass
H. A water supply adequate for household use and ______ animal units of livestock.
I. Other items:
Section 4. Lessee's Duties in Operating Farm

The Lessee further agrees to perform and carry out the stipulations below. (Strike out any not desired.)

A. Activities required:
1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
3. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
4. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.
5. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
6. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
7. To keep the buildings, fences (including hedges), and other improvements in as good repair and condition as they are when he or she takes possession or in as good repair and condition as they may be put by the Lessor during the term of the lease—ordinary wear, loss by fire, or unavoidable destruction excepted.
8. To take proper care of all trees, vines, and shrubs, and to prevent injury to the same.
9. To keep the farmstead neat and orderly.
10. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor.
11. To comply with pollution control and environmental protection requirements, and to implement soil erosion control practices to comply with the soil loss standards mandated by the state.
12. Insurance: For the term of the lease, Lessee shall maintain insurance with a carrier acceptable to the Lessor, insuring Lessee while performing on these premises hereunder for the following types and in stated minimum amounts:
   - Crop Insurance: $ per acre
   - Liability Insurance: $ per person per occurrence
   - Property Damage: $ per occurrence
   - Workers Compensation: Full Statutory Limits
Lessee shall furnish a Certificate of Insurance and agrees that all applicable insurance policies name the Lessor as an additional insured and to receive notice of termination of coverage.
13. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances, and to read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises and adjoining areas.
14. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Lessee agrees to provide to the Lessor, annually, a written report indicating the product name, amount, date of application and location of application of all pesticides and fertilizers used on the farm.
15. No chemicals will be stored on the property for more than one year. When chemicals or petroleum products are stored on the farm, they will be only those planned to be used on the farm and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the property.

B. Activities restricted. The Lessee further agrees, unless the written consent of the Lessor has been obtained:
1. Not to assign this lease to any person or persons or sublet any part of the premises herein leased.
2. Not to erect or permit to be erected any structure or building or to incur any expense to the Lessor for such purposes.
3. Not to add electrical wiring, plumbing, or heating to any buildings. (If consent is given, such additions must meet standards and requirements of power and insurance companies.)
4. Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, except as specifically noted here:
   - 
5. Not to plow permanent pasture or meadowland.
6. Not to allow any stock on any tillable land except by annual agreement.
7. Not to burn or remove cornstalks, straw, or other crop residues grown upon the farm.
8. Not to cut live trees for sale purposes or personal uses.
9. Not to erect or permit to be erected any commercial advertising signs on the farm.

C. Additional agreements:

Section 5. Management and Business Procedures

The Lessor and Lessee agree that they will observe the following provisions. (Strike out any not desired.) The decision making by the Lessor implied in Clause A below, or in any other part of this lease, does not contemplate material participation by the Lessor or the Lessor's heirs.

A. Except when mutually decided otherwise, the land use and cropping system shall be approximately as follows:
   - acres for stated crops
   - acres in permanent pasture
   - acres in nongrazed woodland
   - acres in building and lots
   - acres of tillable land seeded to legumes
   - acres of tillable land left as stand-over legumes

B. At the end of this lease, the Lessee agrees to reimburse the Lessee:
1. For the Lessee's remaining cost in limestone. The Lessee's remaining cost shall be calculated by first subtracting, from the Lessee's original cost, government payments received by the Lessee and then depreciating the Lessee's net cost at the rate of percent annually.
2. For the Lessee's cost of legume and grass seed in seedings made on more than acres in the last year of this lease. (Insert the acres in such seedings on the farm at the beginning of this lease.)
3. For the Lessee's cost of soluble phosphate (P.O.) and potash (K.O.) fertilizers applied on crops harvested for grain in the last year of this lease minus the amount of these plant food elements, valued at the same rates, contained in the Lessee's share of these crops.
4. 


C. The cash rent shall be paid each year in the following installments:

<table>
<thead>
<tr>
<th>Dollars or percent of rent due</th>
<th>Date due</th>
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<tbody>
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<td></td>
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<tr>
<td>Balance Due</td>
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</tbody>
</table>

D. The Lessee shall be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers’ compensation contributions, and the Lessee shall have no responsibilities therefore.

E. Both Lessor and Lessee affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the leased premises. To these ends they agree to implement as far as possible the best management practices recommended by the Soil Conservation Service and to cooperate with that agency’s soil and water conservation programs.

Section 6. Default, Possession, Lessor’s Lien, Right of Entry, Mineral Rights, Extent of Agreement, Liability

The Lessor and Lessee agree to the following provisions. (Strike out any not desired.)

A. Termination upon default. If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of __ days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause C of this section, the reimbursement agreements of Section 5, and any amendments to this lease.

B. Yielding possession. The Lessee agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor without further demand or notice, in as good order and condition as when they were entered upon by the Lessee, loss by fire, flood, or tornado, and ordinary wear excepted. If the Lessee fails to yield possession, the Lessee shall pay to the Lessor a penalty of $ _ per day or the statutory double rent, whichever is less, for each day he or she remains in possession thereafter, in addition to any damages caused by the Lessee to the Lessor’s land or improvements, and said payments shall not entitle the Lessee to any interest of any kind or character in or on the premises.

C. Lessor’s lien. The Lessor’s lien provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. The Lessee shall provide the Lessor with the names of persons to whom the Lessee intends to sell crops grown on these demised premises at least 30 days prior to the sale of such crops. A lesser period may be allowed by mutual written agreement. If the Lessee fails to pay the rent due or fails to keep any of the agreements of this lease, all costs and attorney fees of the Lessor in enforcing collection or performance shall be added to and become a part of the obligations payable by the Lessee.

D. Lessor’s right of entry. The Lessor reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, to work or make repairs or improvements thereon, to care for and dispose of the Lessor’s share of crops, to develop mineral resources as provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, and following severance of crops, to plow and prepare a seed bed, make seedings, glean corn, apply fertilizers, and any other operation necessary to good farming by the succeeding operator, these operations not to interfere with the Lessee in carrying out the regular farming operations.

E. Mineral rights. Nothing in this lease shall confer upon the Lessee any right to mineral underlying the land. Such mineral rights are hereby reserved by the Lessor together with the full right to enter upon the premises and to bore, search, excavate, work, and remove the minerals, to deposit excavated rubbish, to pass over the premises with vehicles, and to lay down and work any railroad track or tracks, tanks, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. The Lessor agrees to reimburse the Lessee for any actual damage the Lessee may suffer for crops destroyed by these activities and to release the Lessee from obligation to continue farming this property when development of mineral resources interferes materially with the Lessee’s opportunity to make a satisfactory return.

F. Extent of agreement. The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Lessor and Lessee in like manner as upon the original parties.

G. Lessor liability. The Lessor takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements.
Section 7. Additional Agreements

Lessor(s)  Date
By
Agent  Date
Lessee(s)  Date
Amendments to the Lease

A. Improvements made by the Lessee at the Lessee's own expense. When the Lessor and Lessee agree that the Lessee may make all or part of an improvement (such as buildings, additions to buildings, major repairs, fences, bathrooms, water systems, etc.) to the farm at the Lessee's own expense and that the Lessee is to be reimbursed for any costs remaining at the end of the lease (less any government payment received by the Lessee for the improvement), the necessary information shall be recorded in one of the following blanks and, after being duly signed by both parties, it shall become a part of the lease above and obligate the Lessor and his or her heirs and assigns to make such reimbursement. Such improvements become the Lessor's property upon completion of the form below. The Lessor thereby assumes the responsibility for property taxes, insurance coverage, and risk of loss.

<table>
<thead>
<tr>
<th>Description and location of the improvement</th>
<th>Lessor's cost on completion less government payments</th>
<th>Annual rate of depreciation (percent)</th>
<th>Date depreciation begins</th>
<th>Date of signatures</th>
<th>Signatures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>Lessor</td>
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<td>2.</td>
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<td></td>
<td>Lessor</td>
</tr>
<tr>
<td>3.</td>
<td></td>
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<td></td>
<td></td>
<td>Lessor</td>
</tr>
</tbody>
</table>

B. Lessor's written consent to Lessee's participation in items in Section 4, Clause B.

1. Item: Description and restrictions:
   Date: Lessor's Signature

1. Item: Description and restrictions:
   Date: Lessor's Signature

C. Other amendments:

1. 
   Date: Lessor
   Date: Lessee

2. 
   Date: Lessor
   Date: Lessee

3. 
   Date: Lessor
   Date: Lessee

---

**EXTENSION**

This lease shall be extended from __________, 20__ to __________, 20__
Signed: __________, 20__
Lessor
Lessee

---

**EXTENSION**

This lease shall be extended from __________, 20__ to __________, 20__
Signed: __________, 20__
Lessor
Lessee

---

**EXTENSION**

This lease shall be extended from __________, 20__ to __________, 20__
Signed: __________, 20__
Lessor
Lessee
To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Preferred Catering Program Review and Overview of Insurance Requirements

Date: June 20, 2017

Attachment: Preferred Catering Program Insurance Requirement Recommendations

The District is in contact with 11th Hour Bartending Service for possible enrollment in the District’s Preferred Catering Program.

Under the amended General Use Ordinance exceptions, the company is able to extend bartending services provided they have completed the Preferred Catering Program application, and meets the District’s required insurance coverage extensions.

Enclosed, please find the current Preferred Catering Program application materials, and recommended insurance coverage chart for approval. The chart has been reviewed by both the Kendall County State’s Attorney’s Office and Wine-Sergi Insurance, with staff recommending instituting the insurance requirements recommended by Wine-Sergi Insurance.

Recommendation:

Consider a motion to approve the recommended insurance certificate coverage requirements for catering and bartending service businesses enrolled in the District’s Preferred Catering Program.
To: Kendall County Forest Preserve District Board of Commissioners  
From: David Guritz, Director  
RE: Preferred Caterers Program - Insurance Requirements Recommendations  
Date: 20-Jun-17

The chart below provides a comparison of the recommended insurance coverage requirements received from the State’s Attorney’s Office and Wine-Sergi Insurance.

<table>
<thead>
<tr>
<th></th>
<th>SAO Recommendations (A.)</th>
<th>Wine Sergi Insurance Recommendations (B.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Catering Firms</td>
<td>Bartending Services</td>
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<tr>
<td>Comprehensive General Liability</td>
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<td></td>
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<tr>
<td>Bodily Injury</td>
<td>$1M per occurrence; $2M aggregate</td>
<td>$1M per occurrence; $2M aggregate</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1M per occurrence; $2M aggregate</td>
<td>$1M per occurrence; $2M aggregate</td>
</tr>
<tr>
<td>Bodily Injury and Property Damage Combined</td>
<td>$1M per occurrence; $2M aggregate pp</td>
<td>$1M per occurrence; $2M aggregate</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$2M aggregate per project</td>
<td>$2M aggregate per project</td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Aggregate per Project</td>
<td>$1M</td>
<td>$2M</td>
</tr>
<tr>
<td>Products Completed Operations Aggregate</td>
<td>$1M</td>
<td>$1M</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1M</td>
<td>$1M</td>
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<tr>
<td>Per Occurrence</td>
<td>$1M</td>
<td>$1M</td>
</tr>
<tr>
<td>Medical Expenses (any one person)</td>
<td>$1,000</td>
<td>$1,000</td>
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<tr>
<td>AND</td>
<td></td>
<td></td>
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<tr>
<td>Umbrella Liability per Occurrence</td>
<td></td>
<td></td>
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<tr>
<td>Per Occurrence</td>
<td>$5M</td>
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<tr>
<td>Aggregate</td>
<td>$5M</td>
<td>$1M</td>
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<tr>
<td>Applicable Federal</td>
<td>Statutory (e.g., Longshoremen’s)</td>
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<td>A, B and C $500,000</td>
<td>A, B and C $500,000</td>
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<td>Business Automobile Liability (owned, non-owned and hired vehicles)</td>
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<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage Combined</td>
<td>$1M per occurrence</td>
<td>$1M per occurrence</td>
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<tr>
<td>Liquor Liability Insurance</td>
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</tr>
<tr>
<td>Liquor Liability Insurance</td>
<td>$1M per occurrence</td>
<td>$1M per occurrence</td>
</tr>
</tbody>
</table>

(A.) Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to all liability coverage, including workers’ compensation, in favor of Kendall County. Also, Kendall County shall be designated as the certificate holder.

(B.) Wine-Sergi recommends following customary practice for coverage amounts, including securing a certificate of insurance naming the Kendall County Forest Preserve District, Ellis House and Meadowhawk Lodge as additionally insured as the certificate holder. Wine-Sergi recommends that for catering firms, combined general liability + umbrella should be a minimum $5M; $2M for bartending services.

(C.) The District requires a certificate of insurance naming the Kendall County Forest Preserve District, Ellis House and Meadowhawk Lodge as additionally insured as the certificate holder. The District requires a current Health Department Permit and a Food Service Inspection Report for catering firms (within past 6-months)

Recommendation:
Consider a motion to approve the insurance certificate coverage requirements recommended by Wine-Sergi for catering and bartending service businesses enrolled in the District’s Preferred Caterers Program.
A Certificate of Insurance must be enclosed. The amount of coverage is set at a) commercial general liability for $2 million, b) motor vehicle liability for $1 million, c) workers compensation for $500,000, d) Dram shop insurance for $1 million and e) excess liability insurance for $2 million. The Kendall County Forest Preserve District, Ellis House, Meadowhawk Lodge is to be named as additional insured.

Evidence of a current Health Department Permit and a copy of the most recent Food Service Establishment Inspection Report is required. The report must have been completed within the last six months.

I understand the caterer will be responsible for damages to the house or grounds, caused by any of their staff. The Ellis House, Meadowhawk Lodge and Kendall County Forest Preserve District are not responsible for the damage or loss of merchandise, articles or any property left in the house prior to, during, or after the event. NO GLASS BEER BOTTLES ALLOWED ON EITHER PROPERTY!

I also understand the caterer is responsible for clearing, sweeping and mopping the premises used; house, as well as tent pad and surrounding grounds. ALL garbage must be removed to the dumpster at the end of the event. Recycle containers are available for bottles, cans, and cardboard. Caterers are responsible for providing coverings for all tables (guests, bar, buffet, head, gift, etc.) used, and for making provisions for the leftover food and beverages.

All of the above documentation must accompany this application with an annual $300.00 Permit Fee. First time preferred caterers should also submit a $200.00 refundable security deposit. The check should be made payable to the Kendall County Forest Preserve District. A liquor license is required for the serving of alcohol.

Signature of Owner
*Permit is valid from January 1st to December 31st, 2017

Make payments out to: Kendall County Forest Preserve District

Remit all fees and information to:
Ellis House
Kendall County Forest Preserve
13986 McKanna Road
Minooka, Illinois 60447
815-475-4035 ~ FAX 815-475-4105
www.ellishec.com ~ info@ellishec.com
Ellis House & Meadowhawk Lodge
Catering Guidelines for 2017

Insurance Requirements
* Commercial general liability insurance 2 million
* Motor vehicle liability insurance 1 million
* Excess liability umbrella 2 million
* Workers compensation $500,000
* Liquor Liability insurance 1 million
* Current Health Department Permit
* Food Service inspection report not over six months old
* Liquor License
* Certificate of Insurance naming the Kendall County Forest Preserve District, Ellis House and Meadowhawk Lodge as additional insured.

Catering Permits will be issued after all of the insurance requirements have been met.

The caterer will be responsible for damages to the house or grounds, caused by any of their staff. The Ellis House, Meadowhawk Lodge and Kendall County Forest Preserve District are not responsible for the damage or loss of merchandise, articles or any property left in the house prior to, during, or after the event. **NO GLASS BEER BOTTLES ALLOWED ON EITHER PROPERTY!**

Licensed bartenders must be on staff to serve alcohol. No self-service bars are allowed. Tending to guests as well as supervising the bar is the responsibility of the caterer.

_The caterer is responsible for clearing, sweeping and mopping the premises used; house, tent pad and surrounding grounds. ALL garbage must be removed to the dumpster at the end of the event. Recycle containers are available for bottles, cans, and cardboard. Caterers are responsible for providing coverings for all tables (guests, bar, buffet, head, gift, etc.) used, and for making provisions for the left over food and beverages._

The Ellis House or Meadowhawk Lodge representative will make a final inspection with the designated catering supervisor before the end of the event. They will lock either Ellis House or Meadowhawk Lodge and drive out of the parking lot together.
Invitation to Continue Preferred Status

January 14, 2017

Happy New Year! I hope this letter finds you well. With the New Year brings cleaning of files and updating forms and paperwork. As of right now we have your company listed on our “preferred caterer” list. My question is, are you interested in remaining a preferred caterer with Ellis House and Meadowhawk Lodge? If so, then I would like to invite you to meet with me and update your certificate of insurance, health department permit and inspection report as well as submit your annual fee of $300.00. I’d also request that when we meet you bring any and all information (i.e. menus) that I can pass along to potential clients on your behalf.

Preferred caterer status comes with benefits!

Ellis House & Meadowhawk Lodge will:

- List you on the website, and provide a link from our website to yours by way of request
- List you in the venue catalog brochures
- Display your brochures and/or menu at expo events attended by our Event Coordinator staff
- Distribute your brochures and menus in our tour folder, given to each person who tours Ellis House or Meadowhawk Lodge for rental purposes
- Invitation to serve at our Ellis House & Meadowhawk Lodge public events held throughout the year

The signed Ellis House and Meadowhawk Lodge Catering Permit, fees and required paperwork must be received before we can continue preferred caterer status and continue advertising your services. As a reminder neither Ellis House nor Meadowhawk Lodge allow glass beer bottles, this is a safety measure. Ellis House leases a 40x80 tent from May through October. In addition to the tent we supply 33 – 60” round tables, 12 – 6’ banquet tables, 6 – 30” round cocktail tables and 200 white plastic resin chairs. This equipment is only used outside in the tent. Meadowhawk Lodge offers 24 – 60” round tables, 12 – 6’ banquet tables, and 150 white plastic chairs.

Please get back to me at your earliest convenience so we can schedule a time to meet. I’m looking forward to working with you and making 2017 a prosperous year for both of us.

Thank you~

Tina Villarreal

Tina Villarreal | Event Coordinator, House Manager
Ellis House and Equestrian Center
13986 McKanna Road, Minooka, IL 60447
www.ellishec.com
Direct: 630.552.5253 | Office: 815.475.4035 | Fax: 815.475.4105
To: Kendall County Forest Preserve District Board of Commissioners
From: David Guritz, Director
RE: 2017-2018 Proposed Lesson Session Schedules
Date: June 20, 2017

Attachments: CY 2017 and CY 2018 Lesson Sessions Schedule

District staff recommends restructuring Ellis Equestrian Center private and semi-private lesson packages into session offerings.

This change will align the District’s lesson sessions to the session schedules offered by Sunrise Center North.

The advantages for switching to a session-based schedule for packages include:

1. Offers a condensed timeframe for completing lesson packages. Clients must complete lesson packages purchased within a structured timeframe.
2. Supports advanced marketing efforts.
3. Provides a better structure to the program to improve staff efficiencies and scheduling.
4. Provides a better overall structure for site program scheduling.

The District’s current budget model fits well in terms of overall program capacity within the proposed session-based schedule. Within each six-week session (5 weeks + 1 makeup week), the District is able to accommodate up to 36 private and semi-private lesson slots for each of the 7 sessions:

Session schedule capacity: 7 sessions X 36 lesson slots = 252 total lesson slots

FY 16-17 Budget: $170 per package X 147 private lesson packages = $24,990

Recommendations:

1. District staff recommends implementation of session-based lesson-package scheduling beginning July 9, 2017.
2. District staff recommends a policy change to allow staff to prorate lesson package purchases for mid-session purchases, and holiday scheduling impacts. Prorated package pricing will only be offered for 3-lesson and 4-lesson packages at current resident and non-resident rates.
3. District staff recommends restricting scheduling of peak-demand lesson times for 5-lesson package purchases only, with open enrollment beginning for remaining lesson schedule openings two weeks prior to the start of each session.
Ellis Equestrian Center Lesson Program 2017 Session Schedule
13986 McKanna Rd.
Minooka, IL 60447
(630) 918-0364 (Nicole Norton) or (815) 467-9332 (Kris Mondrela)

<table>
<thead>
<tr>
<th>JULY</th>
<th>AUGUST</th>
<th>SEPTEMBER</th>
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<th>OCTOBER</th>
<th>NOVEMBER</th>
<th>DECEMBER</th>
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<tr>
<td>25</td>
<td>26</td>
<td>27</td>
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</tbody>
</table>

SESSION DATES

- **July**
  - 9th Start of Sessions

- **August**
  - 12th End of Session
  - 13th – 19th Make-up Week
  - 20th Start of Session

- **September**
  - 2nd – 4th NO CLASS HOLIDAY
  - 23rd End of Session
  - 24th – 30th Make up week

- **October**
  - 1st Start of session

- **November**
  - 4th End of Session
  - 5th – 11th Make-up Week
  - 12th Start of Session
  - 22nd – 26th NO CLASS HOLIDAY

- **December**
  - 16th End of Session
  - 17th Make-up Week

Riders are scheduled for 5 consecutive riding lessons per session. Riders are able to reschedule a single lesson during the make-up week for that session when a minimum 48-hour advanced notification is provided for the rescheduled lesson. If a rider is a no-show, the rider will not be able to make-up the lesson. If a holiday falls on the rider's scheduled day, the prorated lesson fee will be deducted from the 5-week session. Payment is required before lessons are scheduled. If you have any questions, please do not hesitate to call (815) 475-4035.
Ellis Equestrian—2018 Lesson Session Schedule

January
S M T W T F S
1  2  3  4  5  6
7  8  9 10 11 12 13
14 15 16 17 18 19 20
21 22 23 24 25 26 27
28 29 30 31

February
S M T W T F S
1  2  3
4  5  6  7  8  9 10
11 12 13 14 15 16 17
18 19 20 21 22 23 24
25 26 27 28 29 30

March
S M T W T F S
1  2  3
4  5  6  7  8  9 10
11 12 13 14 15 16 17
18 19 20 21 22 23 24
25 26 27 28 29 30 31

April
S M T W T F S
1  2  3  4  5  6  7
8  9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30

May
S M T W T F S
1  2  3  4  5
6  7  8  9 10 11 12
13 14 15 16 17 18 19
20 21 22 23 24 25 26
27 28 29 30 31

June
S M T W T F S
1  2  3  4  5
6  7  8  9 10 11 12
13 14 15 16 17 18 19
20 21 22 23 24 25 26
27 28 29 30

July
S M T W T F S
1  2  3  4  5  6  7
8  9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30 31

August
S M T W T F S
1  2  3  4  5  6  7
8  9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30 31

September
S M T W T F S
1  2  3  4  5  6  7
8  9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30

October
S M T W T F S
1  2  3  4  5  6
7  8  9 10 11 12 13
14 15 16 17 18 19 20
21 22 23 24 25 26 27
28 29 30 31

November
S M T W T F S
1  2  3  4  5  6  7
8  9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30

December
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15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30 31
To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: Proposed Sponsorship Program

Date: June 20, 2017

The Programming and Events Committee and Finance Committee reviewed the proposed annual Kendall County Forest Preserve District Sponsorship Program, with a recommendations to forward the program to Commission for approval.

The proposed program offers tangible marketing benefits tied to District programs and publications. Following Commission approval of the final sponsorship program framework, District staff will develop the promotional materials and begin efforts to secure sponsors for 2018, with the goal of securing enrollments by December 1, 2017.

2018 Kendall County Forest Preserve District Sponsorship Program

Sponsorship Promotional Platforms:

1. 2018 Events Calendar
2. 2018 Preserve Amenities and Map
3. 2018 Annual Report
4. Forest Preserve Visitor Information Kiosks
5. Kendallforest.com / EllisHEC.com
6. Stepping Stones E-Newsletter (1,400 + subscribers)
7. Facebook Pages (1,500 + followers)
8. Facebook / Instagram Event Ad Promotions (various)

Sponsorship Levels and Benefits

$5,000 Premier Sponsor (1-available)

Logo Recognition on the 2018 Calendar of Events
Logo Recognition on the 2018 Preserve Amenities and Map
Special Mention and Logo Recognition in the 2018 Annual Report to the Community
Complimentary Use of Either Ellis House or Meadowhawk Lodge for a Daytime or Evening Event
Logo Recognition on all Event Posters and Electronic Promotions
Logo Recognition and Link on kendallforest.com and ellishec.com
Logo Recognition and Link in the District's Quarterly E-Newsletters

$2,500 Signature Sponsor (4-available)

Logo Recognition on the 2018 Calendar of Events
Logo Recognition on the 2018 Preserve Amenities and Map
Special Mention and Logo Recognition in the 2018 Annual Report to the Community
Logo Recognition on all Event Posters and Electronic Promotions
Logo Recognition and Link on kendallforest.com and ellishec.com
Logo Recognition and Link in the District's Quarterly E-Newsletters
### 2018 Calendar of Events (Estimated Attendance)

<table>
<thead>
<tr>
<th>Month</th>
<th>Event Description</th>
<th>Attendance</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>Natural Areas Seminar(s) &amp; Volunteer Training</td>
<td>(50-100)</td>
</tr>
<tr>
<td></td>
<td>Plants of Concern; Volunteer Stewards; Calling Frog Survey; Bird Conservation Network; Butterfly Monitoring</td>
<td></td>
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<tr>
<td>February</td>
<td>Ellis House Bridal Expo</td>
<td>(75-125)</td>
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<td></td>
<td>Project Maramech – Nature Preserve Restoration</td>
<td>(75-150)</td>
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<tr>
<td>March</td>
<td>Making Maple Magic</td>
<td>(50-100)</td>
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<tr>
<td>April</td>
<td>Earth Day Celebration- Hoover Nature Play Space</td>
<td>(25-50)</td>
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<tr>
<td>May</td>
<td>Kids' Fishing Derby</td>
<td>(25-50)</td>
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<tr>
<td>June</td>
<td>Pollinator Potluck- Volunteer Appreciation Picnic</td>
<td>(50-100)</td>
</tr>
<tr>
<td>July</td>
<td>Illinois Wildlife – Live Animal Presentation</td>
<td>(25-50)</td>
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<tr>
<td>August</td>
<td>Ellis House &amp; Equestrian Center Fundraiser</td>
<td>(100-200)</td>
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<tr>
<td>September</td>
<td>Fall Birding &amp; Hiking Series</td>
<td>(25-50)</td>
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<tr>
<td>October</td>
<td>Fall / Halloween Family Event</td>
<td>(100-150)</td>
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<tr>
<td>November</td>
<td>Turkey Talk- Thanksgiving Themed Family Program</td>
<td>(25-50)</td>
</tr>
<tr>
<td>December</td>
<td>Historic Courthouse Holiday Program</td>
<td>(50-100)</td>
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</tbody>
</table>
Sponsorship Program Policies:

1. Payment and artwork is due by December 1, 2017 for the 2018 Calendar of Events.
2. The District reserves the right to reject sponsors.
3. The District reserves the right to apply sponsorship benefits to another Event(s) should any scheduled Event(s) be cancelled due to inclement weather, low enrollment, or any other circumstance.
4. The District retains all rights for pre-approval of use of the District's corporate and facility names and logos.

Recommendation:

Consider a motion to approve the fee structure, promotional benefits, and program policies for an Annual Sponsorship Program for the Kendall County Forest Preserve District.
To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: 2017 Urban and Community Forestry Grant Program
FY18 VSN Stewardship Fund Program

Date: June 20, 2017

2017 Urban and Community Forestry Grant Program

Maximum award: $15,000

2017 Project Title
Henneberry Forest Preserve Tree Mitigation and Prairie-Shrubland Restoration Project

Application deadline: July 1, 2017

Matching requirement: 1:1 project match (Matching Funds Available)

Project requirements:
1. Commission approval to apply for grant funds
2. Signed Letter from the KCFPD President
3. Three-year Tree Maintenance Plan (Mulched and Watered for Three Years)
4. Letters of Support (The Conservation Foundation; The Morton Arboretum)
5. Project Review and Sign-off by an ISA (International Society of Arboriculture) Certified Arborist (Upland Design)
6. Passage of a Tree Preservation/Protection Ordinance (by fall 2018)

Future Tree Planting Projects:
1. Fox River Bluffs Savanna Restoration
3. Fox River Drive - Millbrook South Oak Tree Aliée
4. Aux Sable Creek Corridor Tree Planting and Restoration Project (McDaniels Property)
5. Blackberry Creek Corridor Tree Planting and Restoration Project

Recommendation:
The Morton Arboretum has been contacted to discuss project eligibility for the Henneberry Woods Forest Preserve restoration project. The District is eligible to apply for funding that if awarded will augment this restoration project.

Consider a motion to forward submission of a 2017 Urban and Community Forestry Grant Program application in the amount of $15,000 for 2017 fall tree planting activities as part of the Henneberry Forest Preserve Tree Mitigation and Prairie-Shrubland Restoration Project.
Volunteer Stewardship Network – FY18 Stewardship Fund

2017 Project Title
Kendall County Forest Preserve – Illinois Dedicated Nature Preserves Restoration Projects (Maramech Forest Preserve and Tucker-Millington Fen)

Maximum award:  
Up to $1,500 for supply purchases for Illinois Dedicated Nature Preserve areas

Application deadline:  July 7, 2017

Matching requirement:  None

Recommendation:
Consider a motion to approve the submission of a VSN-Stewardship Fund grant application in the amount of $1,500 in supplies for ongoing restoration project work at Maramech Forest Preserve and Tucker-Millington Fen.
New Community Forestry Funding Available Now

More than $300,000 in federal funding is available to Illinois communities through the Community Trees program of The Morton Arboretum. Municipalities, park districts, townships, counties, and other local government entities are eligible.

Applicants must not have received state or federal urban and community forestry funding in the last five years.

PLEASE SHARE THIS NOTICE WITH NEIGHBORING COMMUNITIES

Application period: June 1 to June 30, 2017

Allowable projects include:
- Tree inventories
- Tree management plans
- Tree ordinances
- Tree planting

Learn more!
Contact Beth Corrigan
The Morton Arboretum
630-725-2119  bcorrigan@mortonarb.org
To:       VSN Leaders
From:    Karen Tharp, Director of Urban Stewardship and Engagement
          The Nature Conservancy, Illinois Chapter
Re:      VSN Stewardship Fund – FY18

Each year, The Nature Conservancy and the Illinois Nature Preserves Commission (INPC) dedicate funds to support the work of the Volunteer Stewardship Network (VSN). Due to the continued state budget crisis, the INPC will not be able to contribute to the VSN Stewardship Fund. We are still dedicated to supporting this program, however, we ask organizations to be mindful of their request given this shortfall. Organizations requesting funds for their natural areas are required to complete the attached application and submit it (along with a map of their natural areas*) by Friday, July 7, 2017. Proposals will not be accepted after this date.
*Please note: If you applied for funding in the past and your natural areas have not changed, you do NOT need to include a map with your application.

These funds are limited, and therefore, need to be prioritized. Requests will be evaluated based on the following criteria:
   ✓ Site priority as indicated by the INPC’s protection status (e.g. Nature Preserve, Land and Water Reserve, Natural Heritage Landmark)
   ✓ Activity level of the VSN group
   ✓ Need – could the request be satisfied by the landowner or another funding source?
   ✓ Urgency – is something in imminent danger of being lost?
   ✓ Benefit to the natural resource
   ✓ Does it leverage other resources and funding?
   ✓ How well it fits in with the spirit of the VSN

As you identify your needs, please keep in mind the funds awarded in 2017 MUST be spent and receipts received by June 1, 2018.

You will be notified if your funding request has been approved in July. If approved, you will receive a letter indicating the amount of funds available to your group. It is important to note that the money is not a grant, e.g. you will not receive the money in advance. Either you will be reimbursed in a timely way for expenses approved through this process or tools and supplies will be ordered and delivered through The Nature Conservancy. Supplies and tools will be available and must be picked up by a representative of your group at the VSN Annual Meetings.