CLASS TITLE: Grounds Supervisor and Resident

WAGE CATEGORY: FLSA Exempt

REPORTS TO: Superintendent of Grounds and Resources

EFFECTIVE DATE: September ___, 2015

SUMMARY:
This position is primarily responsible for the management and supervision of permitted activities and programs at Hoover Forest Preserve including bunkhouse, campground, and lodge rentals, permitted special events, oversight of the campground office facility, and building and grounds maintenance projects including participation in natural area restoration and forest preserve improvement projects. This position reports to the Superintendent of Grounds and Resources, and serves as a year-round on-site resident at Hoover Forest Preserve.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
The duties for this position shall include, but not be limited to, the following:

- Primary duties are to manage and supervise the permitted activities and programs including bunkhouse, campground, and lodge rentals, and the campground office facility, and supervise, coordinate, and perform grounds and building improvement projects including maintenance and natural area restoration projects at Hoover Forest Preserve.
- Customarily and regularly directs the work of at least two or more full-time employees (or their equivalent).
- Customarily and regularly performs management duties at Hoover Forest Preserve including, but not limited to the following:
  - Interviewing, selecting and training grounds maintenance and custodial services staff;
  - Prepare and maintain confidential personnel records;
  - Setting and adjusting employees' hours of work;
  - Providing recommendations regarding the setting and adjusting of employees' rates of pay (within pre-approved budget parameters), which recommendations are given particular weight by the final decision-maker;
  - Maintaining production and operations records for use in supervision and control of the District’s repair, maintenance and custodial services;
  - Appraising employees’ productivity and efficiency for the purpose of recommending promotions or other changes in status;
  - Handling employee complaints and grievances;
  - Provides recommendations regarding the hiring, firing and discipline of staff, which recommendations are given significant weight by the final decision-maker;
  - Apportioning the work among grounds maintenance and custodial service employees and volunteers at Hoover Forest Preserve;
  - Providing for the safety and security of the employees, volunteers, visitors, and District property;
  - Planning, organizing, and supervising the activities of staff in proper repair and maintenance of mechanical equipment and systems, grounds maintenance, and custodial services of District buildings and preserve areas.
- Develops preventative maintenance and recordkeeping procedures and ensures that such procedures are carried out on a scheduled basis.
- Prepares, maintains and oversees maintenance and repair records for all of the District’s equipment to ensure such records are accurate, complete and properly preserved pursuant to District policies and procedures.
- Determines the materials, supplies, machinery, equipment or tools to be used or purchased in order to properly repair, maintain and improve the District’s grounds, buildings and public use areas.
• Oversees project management for the District's ground maintenance and custodial services by setting the schedule for projects; monitoring all ongoing projects; creating project metrics and deliverables; and assessing the achievement of said project metrics and deliverables.
• Manages relationships with vendors and contractors by performing duties including, but not limited to the following: obtains cost estimates for supplies, parts and equipment repair; orders and purchases supplies for projects; negotiates services and contract terms; and reviews and recommends contracted services and equipment, which recommendations are given particular weight by the final decision-maker.
• Assists with the preparation of the annual budget for Hoover Forest Preserve operations.
• Prepares monthly reports on activities for presentation to the District's Board of Commissioners.
• Coordinates Illinois Department of Public Health campground inspection reporting and Illinois Environmental Protection Agency water quality testing for waste treatment lagoon compliance.
• Responds to off-hour emergency issues from lodge, campground, and bunkhouse users at Hoover Forest Preserve.
• Safely and effectively operates, maintains and repairs District vehicles, tools and equipment including, but not limited to, small dump trucks, snow blowers, salt spreaders, sod cutters, rototiller, chain saws, trimmers, sweepers, front end loaders, backhoes, forklifts, welders, sandblasters, grinders, cutting torches, air sprayers, power washers, chainsaws, and other mechanical tools.
• Oversees grounds maintenance and custodial services performed at District locations including, but not limited to the following:
  • Horticultural and maintenance tasks including, but not limited to mowing, edging, aerating, trimming, fertilizing, weed control, seeding, tree and shrub trimming, sod repair, firewood splitting and hauling, snow and ice removal from District roads/walks/trails utilizing both snow plow and manual methods;
  • Splitting, loading and hauling firewood;
  • Gathering, loading and hauling refuse and vegetation from grounds and user areas;
  • Removal of snow and ice from District roads/walks/trails, utilizing both snow plow and manual methods;
  • The use, maintenance and repair of tools of the trade (both powered and non-powered equipment) including, but not limited to, welder, sandblaster, grinder, cutting torch, air sprayer, power washer, chainsaw, and other mechanical hand tools;
  • General road repairs including, but not limited to, asphalt patching and gravel road maintenance.
  • The construction, installation and repair of District facilities and structures, picnic shelters, bridges, fencing, bollards, posts, signage, seasonal equipment, and any other facilities and structures necessary for the District;
  • The repair of plumbing, electrical, HVAC, carpentry and paint, as needed, at District facilities and structures.
  • The inspection, maintenance, and repair of District restrooms including daily cleaning and trash removal;
  • Preparing picnic shelters, bunkhouses, and special event facilities for reserved uses by performing duties including, but not limited to, locking/unlocking rental facilities; setting up for events and rental functions; and ensuring the facilities are clean and equipped as needed for all rental functions;
• Directs and oversees controlled burns, brush removal, seed collecting and other natural area management tasks at District locations and preserves.
• Participates in emergency preparedness and response activities as needed.
• Communicates District rules and regulations to the public, staff and volunteers.
• Serves as the year-round on-site resident at Hoover Forest Preserve and must be available to perform duties before, during and after the District's regular business hours.
• Performs any other duties as required or assigned.

SUPERVISORY RESPONSIBILITIES:

• This position supervises Grounds Maintenance full and part time positions, and the Natural Beginnings Program Manager position. Oversight of the Natural Beginnings preschool program structure, curriculum, budget, and related aspects of program management will be administered by the Director of the District.
QUALIFICATIONS:
To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

A. EDUCATION and/or EXPERIENCE:
   • High school diploma or general education degree (GED) required.
   • A preferred minimum of four (4) years experience in a grounds and/or building maintenance or similar role, with one to two (1-2) years experience within a supervisory role, or equivalent combination of training and experience.
   • Requires knowledge of grounds maintenance tools and equipment use.
   • Completion of all assigned equipment and natural areas management training.

B. LANGUAGE SKILLS:
   • Ability to read and interpret documents such as governmental regulations, material safety data sheets, equipment operating instructions, and procedure manuals.
   • Ability to write routine reports and correspondence.
   • Ability to speak effectively with the public, employees and volunteers of the District.
   • Requires good knowledge of the English language, spelling and grammar.

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

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

E. CERTIFICATES, LICENSES, REGISTRATIONS:
   • A valid Drivers License and any other licenses/certifications necessary to operate District tools and equipment.
   • A valid Illinois Pesticide Applicators License or, in the alternative, obtain a valid Illinois Pesticide Applicators License within the first ninety (90) days of employment.
   • Obtain an Illinois Environmental Protection Agency wastewater operator certificate within one year after the date of hire.
   • All other training, certificates and registrations required for the specific duties performed.

PHYSICAL DEMANDS:
   • Employee must frequently sit, stand, bend, reach, and carry.
   • Employee must be able to successfully operate all District tools and equipment required to perform assigned job duties.
   • Employee must frequently be able to walk and possibly run on uneven ground and rough terrain.
   • Employee must frequently lift and/or move up to 50 pounds, and occasionally up to 75 pounds.
   • Employee must be able to use hands and fingers to handle, feel, and operate equipment.
   • Employee must be able to reach, push and pull with hands and arms.
   • Employee must be able to talk and hear in person and via use of telephone.
   • Specific vision abilities required by this job include close vision, depth perception and distance vision.
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WORK ENVIRONMENT:
- The noise level in the work environment is usually loud due to equipment operational noise.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee will be required to work in both indoor and outdoor work areas and may be subjected to all weather elements.
- Employee may be exposed to various chemicals such as pesticides and fertilizers while performing assigned job duties.
- Employee will be required to operate a motor vehicle to travel to and from meetings, training, conferences, and the various District preserves and locations.

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

Kendall County Forest Preserve District
Kendall County Forest Preserve District
Hoover Grounds Supervisor and Resident House
Lease Agreement

THIS AGREEMENT ("Lease Agreement") is made and entered into this ___ day of September 2015, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, __________ ("Employee-Tenant") and _________ (jointly referred to as "Tenants"), individuals currently residing at ________________________ for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PURPOSE.
This Lease Agreement provides for the Tenants’ possession and use of the Grounds Supervisor and Resident House, the surrounding fenced yard, and the storage shed, located at Hoover Forest Preserve 11285 W. Fox Road, Yorkville, Illinois, 60560 (hereinafter referred to as the "Residence"), an image of which is attached as Exhibit A, during the Employee-Tenant’s employment as a Grounds Supervisor-Resident by the District. By signing this Lease Agreement, the parties affirm their agreement that Employee-Tenant is required to live at the Residence as a condition of his continued employment by the District as the Grounds Supervisor-Resident; the Residence is located on District property; and the Residence is provided for the convenience of the District by allowing Employee-Tenant to promptly respond to District needs at Hoover Forest Preserve outside of regular business hours. Also, this Lease Agreement confirms the parties’ understanding and agreement that the Tenants’ possession and use of the Residence is part of the Employee-Tenant’s total wage compensation package as Grounds Supervisor and Resident for the District. Nothing in this Lease Agreement is intended to and/or does create a contract of employment, express or implied. Employee-Tenant’s employment with the District is “at-will”, which means Employee-Tenant’s employment relationship may be terminated at any time, with or without cause.

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

2.2 Personal Property. The District and Tenants each agree that any personal property, such as equipment, furniture, or other nonfixture items, purchased by either the Tenants or the District, either prior to or during the term of this Lease Agreement shall remain the personal property of the party who furnished the funds to purchase the personal property. All personal property of the Tenants shall be removed from the Premise at the termination of this Lease Agreement, unless otherwise agreed to in writing by the parties. Tenants specifically waive any claim of damage against the District for any personal property damaged as a result of an act of nature, including, but not limited to lightning strikes and floods. District is not

Tenants' Initials: _____
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responsible for providing any personal property, equipment, furniture or other non-fixure items to the Tenants.

3. TERM.

3.1 Term. The term of this Lease Agreement commences on the date of both parties’ execution of this Lease Agreement and shall terminate immediately upon (a) the Employee-Tenant’s separation of employment from the District; (b) the Employee-Tenant’s reassignment to a different position at the District; or (c) two (2) years after the date of both parties’ execution of this Lease Agreement, whichever occurs first.

3.2 Upon termination of the Lease Agreement, Tenants shall immediately vacate the Residence and shall have seven (7) calendar days to remove all personal property from the Residence. All obligations outstanding at the time of termination shall survive the Lease Agreement.

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

4. RENT.

4.1 Rent. The rent for the Residence shall be four hundred sixty-four dollars and thirty-one cents ($464.31) per week. This amount includes the cost of Utilities as discussed in section 12 of this Lease Agreement. The weekly rent payment shall be due and owing on the Saturday immediately following the conclusion of the weekly rental period. For purposes of this Agreement, a week shall be Saturday through Friday. The parties agree that no weekly rent payment shall be due and owing from Tenants to the District in any week that Employee-Tenant performs services for the District. Instead, the value of the weekly rent shall be considered a part of the Employee-Tenant’s total compensation package during his employment with the District as Grounds Supervisor-Resident. In the event Employee-Tenant fails to perform any work for the District and Employee-Tenant does not receive any salary from the District in the week, Tenants shall promptly submit payment for the weekly rent due within seven (7) calendar days after the conclusion of the week. Weekends and holidays do not delay or excuse Tenants’ obligation to timely pay rent.

4.2 Delinquent Rent. If not paid by the due date, rent shall be considered overdue and delinquent. If Tenants fail to timely pay any week’s rent, Tenants will pay District a late charge of $25.00 per day until rent is paid in full. If the District receives the rent within two (2) calendar days of the Due Date, the District will waive the late charges for that week. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy the District may exercise for Tenants’ failure to timely pay rent.

4.3 Returned Checks. In the event any payment by Tenants is returned for insufficient funds ("NSF") or if Tenants stop payment, Tenants will pay $25.00 to District for each such check, plus late charges, as described above, which will accrue until District has received payment. Furthermore, District may require in writing that Tenants pay all future Rent payments by cash, money order, or cashier's check.

Tenants' Initials: ___
4.4. Order in which funds are applied. The District will apply all funds received from Tenants first to any non-rent obligations of Tenants including late charges, returned check charges, charge-backs for repairs, and brokerage fees, then to rent, regardless of any notations on a check.

5. SECURITY DEPOSIT.

5.1 Amount. Upon execution of this Lease Agreement, Tenants shall deposit with District the sum of two-thousand twelve dollars and no cents ($2,012.00) (which amount is not in excess of the value of eight weeks of rent), receipt of which is hereby acknowledged by the District, as security for any damage caused to the Residence during the term hereof.

5.2 Refund. Upon termination of the Lease Agreement, all funds held by the District as security deposit may be applied to the payment of accrued rent and the amount of damages that the District has suffered by reason of the Tenants’ noncompliance with the terms of this Lease Agreement or with any and all federal, State, or local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence.

A. Deductions.

District may deduct reasonable charges from the security deposit for:
(1) Unpaid or accelerated rent;
(2) Late charges;
(3) Unpaid utilities;
(4) Costs of cleaning, deodorizing, and repairing the Residence and its contents for which Tenants are responsible;
(5) Pet violation charges;
(6) Replacing unreturned keys, garage door openers, or other security devices;
(7) The removal of unauthorized locks or fixtures installed by Tenants;
(8) Insufficient light bulbs;
(9) Packing, removing, and storing abandoned property;
(10) Removing abandoned or illegally parked vehicles;
(11) Attorney fees and costs of court incurred in any proceeding against Tenants;
(12) Any fee due for early removal of an authorized keybox; or
(13) Other amounts Tenants are responsible to pay under this Lease Agreement.

B. If deductions exceed the security deposit, Tenants will pay to District the excess within ten (10) calendar days after District makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, and brokerage fees, then to any unpaid rent.

6. USE OF RESIDENCE.

The Residence shall be used and occupied solely by Tenants and Tenants’ immediate family. It shall be used exclusively as a private, single-family dwelling, and no part of the Residence shall be used at any time during the term of this Lease Agreement by Tenants or Tenants’ immediate family for the purpose of carrying on any business (other than District business), profession, or trade of any kind, or for any purpose other than as a private, single-family dwelling. Tenants shall not allow any other person, other than Tenants’ immediate family or transient relatives and friends who are guests of Tenants, to use or occupy the Residence without first obtaining District’s written consent to such use or occupation. Tenants shall

Tenants' Initials: ___ 
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comply with any and all federal, State, and local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence. Tenants understand and agree that all residents and visitors of the Residence shall comply with the District's General Use Ordinance while on District property.

7. CONDITION OF RESIDENCE.

7.1 Original Condition. Tenants stipulate, represent, and warrant that Tenants have examined the Residence, and it is, at the time of execution of this Lease Agreement, in good order, in good repair, and in a safe, clean and habitable condition.

7.2 Surrender Condition. Upon termination of this Lease Agreement, Tenants shall surrender the Residence to District in good and broom-clean condition, excepting ordinary wear and tear. Tenants shall remove all of their personal property and any improvements installed by Tenants and required to be removed by the District. Tenants shall return all keys and property belonging to the District.

8. DEFAULTS & REMEDIES,

8.1 Tenants’ Default. Tenants shall be in default in the event of any of the following: (a) if Tenants fails to perform any obligation to be performed by Tenants hereunder and such failure shall continue for thirty (30) calendar days after written notice by District; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) calendar day period, then Tenants shall not be deemed to be in default if it shall commence such cure within such thirty (30) calendar day period, and, thereafter, rectify and cure such default with due diligence; or (b) if Tenants abandon or vacate the Residence or ceases to use the Residence for the stated purpose as set forth in this Lease Agreement.

8.2 Remedies in Default. In the event of a default by Tenants, District may pursue any remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenants or any other person. In the event of a default, the District may also immediately terminate this Lease Agreement and Tenants’ right to possession of the Residence and recover possession of the Residence and remove all persons therefrom.

9. ASSIGNMENT AND SUB-LETTING.
Tenants shall not assign this Lease Agreement, or sub-let or grant any license to use the Residence or any part thereof without the District’s prior written consent. An assignment, sub-letting, or license without the prior written consent of District or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at District's option, terminate this Lease Agreement.

10. ALTERATIONS AND IMPROVEMENTS.
Tenants shall make no structural repairs, alterations, or improvements of the Residence or construct any building or make any other improvements of the Residence without the prior written consent of District. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Residence by Tenants shall, unless otherwise provided for by written agreement between District and Tenants, be at the Tenants’ sole expense and shall become the sole property of the District and remain on the Residence at the termination of this Lease Agreement. At anytime during the term of this Lease Agreement, the District shall

Tenants’ Initials: _______ _______
have the authority to make modifications, alterations, repairs, and improvements as it deems necessary and upon reasonable notice to Tenants.

11. HAZARDOUS MATERIALS.
Tenants shall not keep at the Residence any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion at the Residence or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. UTILITIES.
12.1 Costs. District shall be responsible for arranging and paying for the following utility services: internet, electricity, gas, and land-line telephone ("Utilities"). Tenants are responsible for all other desired services.

12.2 Failure, Stoppage, or Interruptions. District shall not be liable for, and Tenants shall not be entitled to, any damages, abatement, or reduction in rent value by reason of any interruption or failure in the supply of utilities, including, but not limited to interruptions or failures caused by lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenants, nor shall it relieve Tenants from any obligation to perform any covenant or agreement under this Lease Agreement. In the event of any failure, stoppage, or interruption of utilities or services, District’s shall use its reasonable efforts to attempt to restore all services promptly.

12.3 Installation of Equipment. Tenants agree that they shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Residence, and that if equipment installed by Tenants requires additional utility facilities, installation of the same shall be at Tenants’ expense, but only after District’s written approval of same.

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

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

A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

C. Maintain the grounds and lawn area of the Residence, including regularly mowing the lawn.

Tenants' Initials: ____ ____
D. Not obstruct or cover the windows or doors;

E. Not leave windows or doors in an open position during any inclement weather;

F. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;

G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of District;

H. Keep all air conditioning filters clean and free from dirt;

I. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants;

J. Ensure Tenants’ family and guests at all times maintain order in the Residence and at all places on the Residence, and shall not make or permit any loud or improper noises, or otherwise disturb other visitors and District users;

K. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other District users;

L. Deposit all trash, garbage, rubbish or refuse in the locations provided at the Residence and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the Residence;

M. Abide by and be bound by any and all rules and regulations affecting the Residence or Tenants which may be adopted or promulgated by the District’s Board of Commissioners.

13.2 Mechanics Liens. Tenants shall keep the Residence free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenants or for persons claiming under Tenants, and Tenants shall defend District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, with counsel of District’s choosing, indemnify and save District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, free and harmless from and against any claims arising from or relating to the same.

14. DAMAGE TO RESIDENCE.
In the event the Residence is destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenants, the District may terminate this Lease Agreement from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Residence thereby be rendered uninhabitable, the District shall have the option of either repairing such injured or damaged

Tenants' Initials: ___
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portion or terminating this Lease Agreement. In the event that District exercises its right to repair such uninhabitable portion, such part so injured shall be restored by District as speedily as practicable.

15. ACCESS BY DISTRICT.
District and District's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Lease Agreement to enter the Residence for the following purposes:

A. Inspect the Property for condition;

B. Make repairs;

C. Show the Property to prospective Tenants, inspectors, fire marshals, appraisers, or insurance agents;

D. Exercise a contractual or statutory lien;

E. Leave written notice; or

F. Seize nonexempt property after default.

However, absent emergency circumstances, District will make reasonable attempts to give Tenants at least three (3) hours notice, prior to entering the Residence. If Tenants fails to permit reasonable access under this Paragraph, Tenants will be in default.

16. RENTERS’ INSURANCE
Tenants will maintain renters’ insurance during all times the property is occupied under the terms of this Lease Agreement. Tenants will provide District with proof of renter’s insurance within thirty (30) calendar days of the execution of this Lease Agreement. Tenants will promptly notify District of any modification or termination of Tenants’ renter’s insurance.

17. SUBORDINATION OF LEASE AGREEMENT.
This Lease Agreement and Tenants' interest hereunder are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Residence by the District, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

18. ANIMALS.
THERE WILL BE NO ANIMALS PERMITTED AT THE RESIDENCE. Tenants shall not permit any animal, domesticated or maintained as pets, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, except as otherwise agreed to by a separate written Pet Addendum to the Lease Agreement which is attached as exhibit B, and incorporated as if fully set forth herein. If Tenants violate the pet restrictions of this Lease Agreement, Tenants will pay to District a fee of $10.00 per calendar day, per animal for each calendar day Tenants violate the animal restrictions. District may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing
at least 24-hour written notice to Tenants of District’s intention to remove the unauthorized animal. District will not be liable for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants agree to indemnify and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants are responsible and liable for any damage or required cleaning to the Residence caused by any unauthorized animal and for all costs District may incur in removing or causing any unauthorized animal to be removed.

19. WATERBEDS.
THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Lease Agreement.

20. QUIET ENJOYMENT.
Tenants, upon payment of all of the sums referred to herein as being payable by Tenants and Tenants' performance of all Tenants' agreements contained herein and Tenants' observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Residence for the term hereof.

21. INDEMNIFICATION.
District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, shall not be liable for any damage or injury of or to the Tenants, the Tenants' family, guests, invitees, agents or employees, to any person entering the Residence, to the Residence itself, or to goods or equipment at the Residence. Tenants hereby agree to indemnify, defend and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, from any and all claims or assertions of every kind and nature, including claims pertaining to tax liability or obligations. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State’s Attorney, and shall be appointed a Special Assistant State’s Attorney. The District’s participation in its defense shall not remove District’s duty to indemnify, defend, and hold the District harmless.

22. FORCE MAJEURE.
Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

Tenants' Initials: ___
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23. EXPENSES AND COSTS.
Should it become necessary for District to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Residence, Tenants agree to pay all expenses and costs incurred by the District, including, but not limited to the District’s reasonable attorneys' fees.

24. RECORDING OF LEASE AGREEMENT.
Tenants shall not record this Lease Agreement on the Public Records of any public office. In the event that Tenants shall record this Lease Agreement, this Lease Agreement shall, at District’s option, terminate immediately and District shall be entitled to all rights and remedies that it has at law or in equity.

25. GOVERNING LAW.
This Lease Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Illinois. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

26. SEVERABILITY.
If any provision of this Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. BINDING EFFECT.
The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. DESCRIPTIVE HEADINGS.
The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the District or Tenants.

29. NON-WAIVER.
No delay, indulgence, waiver, non-enforcement, election or non-election by District under this Lease Agreement will be deemed to be a waiver of any other breach by Tenants, nor shall it affect Tenants' duties, obligations, and liabilities hereunder.

30. MODIFICATION.
The parties hereby agree that this document contains the entire agreement between the parties and this Lease Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

31. NOTICE.
Any notice required or permitted to be given pursuant to this Lease Agreement shall be duly given if sent by fax, certified mail, or courier service and received. In the case of District, notice shall be given to David Guritz, Director of the Kendall County Forest Preserve, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023, with copy sent to:

Tenants’ Initials: ___
32. APPROVAL.
This Lease Agreement is contingent on and subject to approval by a majority of the Kendall County Forest Preserve District Board of Commissioners.

As to District this ______ day of September, 2015.

DISTRICT:

Sign: ____________________________

Jeff Wehri, President

Print: ____________________________ Date: ______________

Attest: __________________________

David Guritz

As to Tenants, this ______ day of September, 2015.

TENANTS:

Sign: ____________________________

Print: ____________________________ Date: ______________

Sign: ____________________________

Print: ____________________________ Date: ______________

Tenants’ Initials: ___ ___
EXHIBIT B
Pet Addendum to Kendall County Forest Preserve District
Hoover Grounds Supervisor and Resident House
Lease Agreement

THIS Pet Addendum ("Addendum") is incorporated as if fully set forth in the Kendall County Forest Preserve District Hoover Grounds Supervisor and Resident House Lease Agreement made and entered into on the ____ day of September 2015, by and between the Kendall County Forest Preserve District ("District"), a unit of local government, ____________________________ ("Employee-Tenant") and ____________________________ (_________________________jointly referred to as "Tenants"), individuals currently residing at ____________________________ ("Lease Agreement"). For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION.
The Lease Agreement, and all of its terms are incorporated as if fully set forth herein. In the event of a conflict between the terms of this Pet Addendum and the Lease Agreement, the terms of the Lease Agreement shall prevail.

2. PURPOSE.
The purpose of this Addendum is to permit Tenants to keep ________ ("Pets"), currently owned by Tenants, at the Residence, as defined in the Lease Agreement. The scope of this permission is limited to the animals identified in this Addendum. This Addendum does not permit Tenants to allow any other pets or domesticated animals at the Residence.

3. PETS.
The pets that are the subject of this Addendum are described as follows:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
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<tbody>
<tr>
<td>Breed:</td>
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<tr>
<td>Color:</td>
<td>Color:</td>
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<tr>
<td>Weight:</td>
<td>Weight:</td>
</tr>
<tr>
<td>Age:</td>
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</tr>
</tbody>
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4. ADDITIONAL RENT.
Rent Value. The Tenants shall pay an additional rent payment in the amount of five dollars and no cents ($5.00) per week in consideration for being permitted to keep the Pets at the Residence. This additional rent payment is to be paid on the 1st of every month and must cover all weeks that start within that month. Pursuant to the Lease Agreement, a week will be Saturday through Friday. The additional pet rent is subject to the rent terms identified in subsections 4.2, 4.3, and 4.4 the Lease Agreement.

Tenants' Initials: ___ ___
5. **PET SECURITY DEPOSIT.**
Tenants must also post an additional Pet Security Deposit in the amount of five hundred dollars and no cents ($500.00). The Pet Security Deposit is intended to cover the costs of all cleaning and repairs required as a result of the Pets. The Pet Security Deposit is subject to all of the terms of the Security Deposit identified in section five (5) of the Lease Agreement and is due upon execution of the Lease Agreement.

5. **RULES AND MAINTENANCE.**
Tenants agree to the following requirements:

A. Tenants will keep their Pets under control at all times.

B. Tenants will keep their Pets restrained, but not tethered, when they are outside of the Residence.

C. Tenant will adhere to all federal, State, and local statutes, rules, regulations, orders, and ordinances pertaining to pet care and maintenance, including leash and licensing requirements.

D. Tenants will not leave their Pets unattended for an unreasonable period of time.

E. Tenants will promptly clean up after their Pets and dispose of their Pets’ waste properly.

F. Tenants will keep their Pets from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will promptly remedy any complaint once notified of the complaint by District.

G. Tenants will provide their Pets with regular health care, including required inoculations.

H. Tenants will provide the Pets with identification tags.

I. Tenants will remove any offspring produced by the Pets within eight (8) weeks of birth, unless otherwise agreed to in writing by the District.

6. **INDEMNIFICATION.**
In addition to the indemnification provision in section twenty-one (21) of the Lease Agreement, District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, shall not be liable for any damage or injury to any person or property caused by or relating to the Pets. Tenants hereby agree to indemnify, defend and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, from any and all claims or assertions of every kind and nature caused by or relating to the Pets. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State’s Attorney, and shall be appointed a Special Assistant State’s Attorney. The District’s participation in its defense shall not remove District’s duty to indemnify, defend, and hold the District harmless.

Tenants’ Initials: ____

___
7. REVOCATION.
District retains the right to revoke the permission granted in this Addendum by providing thirty (30) calendar days written notice to Tenants.

8. DEFAULT.
Failure to comply with the terms of this Addendum shall be considered a default of the Lease Agreement subject to the remedies identified in section eight (8) of the Lease Agreement.

As to District this _____ day of September, 2015.

DISTRICT:
Sign: ____________________________________________
                Jeff Wehrli, President
Print: ___________________________ Date: _________________
Attest: ____________________________________________
                David Guritz

As to Tenants, this _____ day of September, 2015.

TENANTS:
Sign: ____________________________________________
Print: ___________________________ Date: _________________
Sign: ____________________________________________
Print: ___________________________ Date: _________________

Tenants' Initials: _____
______