

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

**TUESDAY, FEBRUARY 11, 2020  
4:30 P.M.**

**KENDALL COUNTY BOARD ROOM**

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Public Comments
- V. Executive Director's Report
- VI. Review of Preliminary Financial Statements and Cost Center Reports for the Period Ending January 31, 2020
- VII. Review of Claims

**OLD BUSINESS**

- VIII. Millbrook Bridge Removal -- Bid Results and Discussion

**NEW BUSINESS**

- IX. Fox River Bluffs Cropland Conversion Plan Updates – Overview of USF&WS ESA-Section 7 Consultation, Mitigation, and Recovery Plan Development Process
- X. Review of Bid Documents - Draft 3-Year Hay Contract at Baker Woods Forest Preserve
- XI. Executive Session
- XII. Summary of Action Items
- XIII. Other Items of Business
- XIV. Planning and Advisory Committee Meeting Date Change to Wednesday, Feb. 26, 2020 @ 6:00 PM – Kendall County Historic Courthouse – 3<sup>rd</sup> Floor Conference Room
- XV. Public Comments
- XVI. Adjournment

To: Kendall County Forest Preserve District – Committee of the Whole

From: David Guritz, Director

RE: December-January 2019-2020 Director's Report

Date: February 11, 2020

### **Meetings, Events, and Preserve Maintenance Projects**

December 7	Hoover Trail Welcome Center Install – Eagle Scout Project
December 13	Millbrook Bridge Removal Project - Pre-Bid Conference
January 7	ZPAC Meeting
January 8	Granicus Website Training
January 9	Forest Foundation of Kendall County Board Meeting
January 10	Millbrook Bridge Removal Project – Bid Opening
January 21	Planning and Advisory Committee – Meeting 1
January 23	Meeting with President Gilmour and VP Prochaska
January 27	Granicus Website Super-User Training
January 28	IPMG Insurance Program Resources Meeting
January 30	Meeting with Charles and Patricia Beyer – Subat Tile Repair
February 6	Mack & Associates FY19 Audit Meeting
February 6	Waubensee Community College Federal Work Study Meeting
February 7	Fox River Bluffs – Broadcast Seeding
February 11	USF&WS Conference Call – RPBB Pre-Mitigation Strategies

### **Priority Project Updates**

#### Preserve Improvement Grants

The District is working completed and submitted a FY21 IDNR-PARC grant application to renovate the Pickerill estate house. Inclusion of flat-roof replacement within the proposed scope of work would have required second-floor public access, and construction of an elevator. The scope of work has been adjusted accordingly. The reduction allows room for completion of the patio canopy outdoor fireplace.

The District is waiting to receive the IDNR grant agreement for the 2018 RTP grant for Fox River Bluffs.

The District was not awarded a 2019 Boat Area Access Development (BAAD) grant for construction of a canoe launch at Freeman Forest Preserve.

#### Hoover Rail Crossing Project

ComEd and OmniTRAX final plat of easement documents have not been received. Follow-up efforts will be undertaken later this spring.

#### 2020 Farm License Agreements

Access status for the Henneberry Forest Preserve 2020 farm license agreement is problematic. The District is working to identify a local farmer able to farm Aux Sable Springs – Holt Road property in 2020 in preparation for cropland conversion this fall.

The District was recently informed that a new operator will be needed for the 50/50 hay contract at Baker Woods. The bid specifications for the hay project has been prepared.

#### Subat Forest Preserve

The Subat drain tile has been cleared out to the Rob Roy Creek outlet. Repairs are needed to a section of the tile off District property. The District has received adjacent landowner access permissions. The Innovative Underground contract has been approved.

#### Millbrook Bridge Removal Bidding

The District has received the bids for the Millbrook Bridge Removal Project. D Construction was the low bidder, submitting a low-bid of \$476,784.03. The District has sufficient capital fund reserves to complete the removal. Separately, Commission approved the required historic documentation contract with the University of Illinois – Public Service Archaeology & Architecture Program.

#### Bright Property Access Agreement

The District will resume discussion on a potential reciprocal access agreement for Millington Forest Preserve with Attorney Ingemunson in February or March.

#### 2019 Pilot Bow Hunt Program

The final day of the 2019 Pilot Bowhunt program season was January 18. Pilot program participant feedback has been positive, with good feedback received for program changes for the 2020 season.

#### 2020 Project Updates

All fall 2019 projects are on schedule for completion.

1. FY21 IDNR-PARC grant application (completed).
2. BAAD grant application – Freeman Forest Preserve (Notification received).
3. Pickerill-Pigott bid specs (Project is out for bid).
4. Millbrook Bridge Removal Project bidding (Bidding is completed. Contract recommendation will move forward for approval at the February 18 Commission meeting)
5. Fox River Bluffs restoration – Cover crop install by drill seed, and tree planting (Spring 2020. Conversion plan modification under consideration to address RPBB ESA-Section 7 mitigation).
6. Little Rock Creek – Bluff-slope erosion control (Innovative Underground Project Approved – work has been completed – additional culvert pipe repairs needed.
7. Hoover prairie seeding (Broadcast this winter following a prescribed burn.)
8. Hobbit Tunnel water feature completion (Completion and opening date – May 15)
9. Preserve Bowhunt Program (Pilot program participants survey in February-March)
10. Munis accounting software transition (Transition underway)
11. Granicus website design & transition (Transition underway)
12. KCFPD Planning and Advisory Committee (Second scheduled meeting in February)

### Hoover Site Supervisor's Report

1. CA6 cap installed over the bad spots of main road from Lodge to Rookery with the unseasonable weather.
2. Snow removal and treatment of the lots and walks.
3. Staff supported contractor honeysuckle work days with several days dragging, processing, and burning honeysuckle with our crew from the work areas. I have also been hauling some out with bobcat and dump and it goes a lot faster than the hands on processing and burning, but the ground has to be frozen to continue the effort.
4. Cutting and herbiciding with our own staff in several areas to clear for maintenance issues and continue the efforts.
5. Replaced all rebar anchors on the parking blocks in the Rookery lot, and cleared mud and leaf debris to improve drainage along lot into the bio swale for the winter months as well as removing/treating honeysuckle along and in that border.
6. Continued removal of dead standing tree hazards while checking/clearing trails after the couple wind event days, and have begun removing leaners and clearing / separating ground falls etc. for control burn prep in the areas we have cleared and processed honeysuckle when time/ schedule allows.
7. Continued gathering, cutting, and splitting firewood a few days when able.
8. Completed some extra cleaning and repairs to plumbing and other maintenance in all buildings.
9. Completed the flush of all tankless water heater systems.
10. Dug out a border around the front sign island and replaced with gravel to backup the asphalt where it has cracked and been damaged from vehicles and other delivery trailers driving off and causing the soft edge.
11. Drilled holes and removed excess material, and completed backfill for the equestrian welcome kiosk at Hoover.
12. Assembled, hauled, augured holes for the kiosk at FRB Preserve with other grounds staff.

Respectfully submitted,

David Guritz



To: Kendall County Board of Commissioners  
From: Emily Dombrowski, Environmental Education Programs Manager  
RE: Education Department Program Updates  
Date: February 11, 2020

### Summer Camp Updates:

Our spring break and summer camp registration opened on January 23! 26 children are registered for camps so far! So far all marketing that has been done for summer camps has been organic (without cost.) We sent emails to families that signed up the previous year, posted the booklet and forms on our website, and made a Facebook post about camps that shared in local interest pages. We will begin marketing summer camps on Facebook through Facebook Ads to reach a targeted audience.

### Natural Beginnings Enrollment Updates:

Natural Beginnings will host an open house on February 22<sup>nd</sup>. There are currently 10 spots open in the program (there are a total of 60 spots in the program.) We have a Facebook ad running for our Natural Beginnings open house. Here are the current results of that ad.

#### Audience

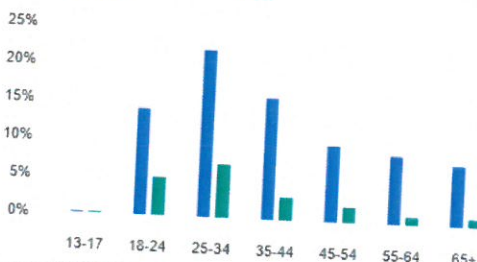
This ad reached **18,893** people in your audience.

##### People

##### Placements

##### Locations

**79.3% Women** **20.7% Men**



#### View Results

##### Overview

Edit

##### Performance

You've spent **\$203.49** over **44** days

Post Engagement

**2,333**

People Reached **18,893**

Cost per Post Engagement **\$0.09**

##### Activity

##### Engagement on Facebook

Link Clicks

39

Photo Clicks

634

Comments

8

Shares

97



**Kendall County Forest Preserve District Education Department**

Published by Emily Dombrowski · December 23, 2019

Save the date!

Natural Beginnings Early Learning Program is hosting open houses on January 11th and February 22nd from 11 am-1:30 pm at Hoover Forest Preserve in the Rookery Building.

Please bring your child and find out how our program stimulates intellectual, social, emotional, and physical development while fostering curiosity through hands-on projects and authentic, real world learning opportunities.

For more information, visit our webpage at [kendallforest.com](http://kendallforest.com)



Kendall County Forest Preserve  
Income Statement  
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

**FOREST PRESERVES & PROGRAMS**

**Beginning Balance**

<b>Revenue</b>			
Revenue - Administration	62.0%		
Revenue - Ellis House & Equestrian Center	11.0%		
Revenue - Hoover FP	7.0%		
Revenue - Env. Education	16.7%		
Revenue - Natural Area Volunteers	0.0%		
Revenue - Grounds & Natural Resources	2.4%		
Revenue - Pickerill Pigott FP	0.9%		

**Total Revenue**

**Expenditure**

Expenditure - Administration	29.2%		
Expenditure - Ellis House & Equestrian Center	13.1%		
Expenditure - Hoover FP	19.8%		
Expenditure - Env. Education	14.3%		
Expenditure - Natural Area Volunteers	0.0%		
Expenditure - Grounds & Natural Resources	23.0%		
Expenditure - Pickerill Pigott FP	0.5%		

**Total Expenditure**

**ENDING BAL**

**Surplus/(Deficit)**

	Current Year FY20		
	Budget	YTD	%
<b>\$</b>	<b>341,881</b>	<b>\$ 341,881</b>	
723,132	7,477	1.0%	
128,487	20,606	16.0%	
81,250	11,918	14.7%	
194,100	38,899	20.0%	
-	-		
27,500	1,300	4.7%	
10,956	1,848		
<b>1,165,425</b>	<b>82,046</b>	<b>7.0%</b>	
340,456	49,629	14.6%	
151,988	18,482	12.2%	
230,738	29,470	12.8%	
167,117	21,984	13.2%	
500	-	0.0%	
268,282	36,317	13.5%	
5,500	2,073	37.7%	
<b>1,164,581</b>	<b>157,955</b>	<b>13.6%</b>	
<b>\$</b>	<b>342,725</b>	<b>\$ 265,973</b>	
<b>\$</b>	<b>844</b>	<b>\$ (75,908)</b>	

	Prior Year FY19		
	Budget	YTD	%
<b>\$</b>	<b>344,356</b>	<b>\$ 344,356</b>	
757,104	12,102	1.6%	
143,200	14,055	9.8%	
75,025	12,965	17.3%	
162,930	29,694	18.2%	
500			
11,200	468	4.2%	
9,400			
<b>1,159,359</b>	<b>69,284</b>	<b>6.0%</b>	
314,970	33,881	10.8%	
180,381	23,269	12.9%	
186,896	25,434	13.6%	
150,618	20,323	13.5%	
500		0.0%	
298,040	49,146	16.5%	
17,817	1,179	6.6%	
<b>1,149,222</b>	<b>153,232</b>	<b>13.3%</b>	
<b>\$</b>	<b>354,493</b>	<b>\$ 260,408</b>	
<b>\$</b>	<b>10,137</b>	<b>\$ (83,948)</b>	

YTD Variance		
\$ Change	% Change	
<b>\$ (2,475)</b>		
-4,625	-38%	
6,551	47%	
-1,048	-8%	
9,205	31%	
832	178%	
1,848		
<b>12,762</b>	<b>18%</b>	
15,748	46%	
-4,787	-21%	
4,036	16%	
1,661	8%	
-12,829	-26%	
894	76%	
<b>4,723</b>	<b>3%</b>	
<b>\$ 5,565</b>	<b>2.1%</b>	
<b>\$ 8,040</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

FOREST PRESERVE CATEGORIES

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Beginning Balance</b>	<b>\$ 341,881</b>	<b>\$ 341,881</b>	<b>\$ 344,356</b>	<b>\$ 309,838</b>	<b>\$ 32,043</b>	
<b>Revenue</b>						
Property Tax	615,000	-	595,374		0	0.0%
Interest Income	1,700	102	700	243	-141	-58%
Other Income	14,500	-	7,500		0	0.0%
Donations	2,000	830	4,500	100	730	2.2%
Rental Revenue	79,706	13,868	74,625	9,833	4,035	41%
Program Revenue	320,987	55,874	292,530	40,499	15,375	38%
Grants	10,000	-	3,500	318	-318	-100%
Farm License Revenue	100,932	6,763	151,030	11,602	-4,839	-42%
Security Deposits	17,600	3,998	26,600	6,433	-2,436	-38%
Credit Card Revenue	3,000	612	3,000	256	356	139%
<b>Total Revenue</b>	<b>1,165,425</b>	<b>82,046</b>	<b>1,159,359</b>	<b>69,284</b>	<b>12,762</b>	<b>18%</b>
<b>Expenditure</b>						
Personnel	685,421	95,464	672,046	101,626	-6,162	-6%
Benefits	261,580	26,591	245,086	23,680	2,911	12%
Contractual	44,850	5,853	55,705	4,927	926	19%
Commodities	127,630	20,615	128,285	16,802	3,813	23%
Other	45,100	9,431	48,100	6,197	3,234	52%
<b>Total Expenditure</b>	<b>1,164,581</b>	<b>157,955</b>	<b>1,149,222</b>	<b>153,232</b>	<b>4,723</b>	<b>3%</b>
<b>ENDING BAL</b>	<b>\$ 342,725</b>	<b>\$ 265,973</b>	<b>\$ 354,493</b>	<b>\$ 225,890</b>	<b>\$ 40,083</b>	<b>17.7%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 844</b>	<b>\$ (75,908)</b>	<b>\$ 10,137</b>	<b>\$ (83,948)</b>	<b>\$ 8,040</b>	

Kendall County Forest Preserve  
Income Statement  
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ADMINISTRATION

**Revenue**  
Property Tax  
Interest Income  
Other Income  
Donations  
Farm License Revenue  
Security Deposit Revenue  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

**Expenditure**  
Personnel  
Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

**Surplus/(Deficit)**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
85.0%	615,000	-		595,374		
0.2%	1,700	102	6.0%	700	24	3.4%
0.3%	2,000	-		6,500		
0.1%	500	-		500		
14.0%	100,932	6,763	6.7%	151,030	11,602	7.7%
0.4%	3,000	612	20.4%	3,000		
100.0%	<b>723,132</b>	<b>7,477</b>	<b>1.0%</b>	<b>757,104</b>	<b>11,626</b>	<b>1.5%</b>
53.2%	180,990	27,657	15.3%	159,485	23,195	14.5%
36.6%	124,616	18,545	14.9%	121,345	6,986	5.8%
5.8%	19,600	1,063	5.4%	18,100	1,825	10.1%
4.5%	15,250	2,364	15.5%	16,040	1,875	11.7%
100.0%	<b>340,456</b>	<b>49,629</b>	<b>14.6%</b>	<b>314,970</b>	<b>33,881</b>	<b>10.8%</b>
	<b>\$ 382,676</b>	<b>\$ (42,152)</b>		<b>\$ 442,134</b>	<b>\$ (22,255)</b>	

Kendall County Forest Preserve  
Income Statement  
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ELLIS HOUSE & EQUESTRIAN CENTER

**Revenue**  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

0.2%  
0.5%  
99.4%  
100.0%

**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

61.1%  
7.7%  
4.6%  
19.0%  
7.6%  
100.0%

**Surplus/(Deficit)**

Current Year FY20		Prior Year FY19		YTD Variance	
Budget	YTD	Budget	YTD	\$ Change	% Change
200	-	500	100	-100	
600	2,800	10,600	3,150	-350	-11%
-	-	-	-		
127,687	17,806	132,100	10,805	7,001	65%
<b>128,487</b>	<b>20,606</b>	<b>143,200</b>	<b>14,055</b>	<b>6,551</b>	<b>47%</b>
92,805	11,570	101,436	16,384	-4,814	-29%
11,753	755	11,070	1,966	-1,211	-62%
7,000	1,184	20,355	877	307	35%
28,830	3,146	29,920	2,631	515	20%
11,600	1,828	17,600	1,411	417	30%
<b>151,988</b>	<b>18,482</b>	<b>180,381</b>	<b>23,269</b>	<b>(4,787)</b>	<b>-21%</b>
<b>\$ (23,501)</b>	<b>\$ 2,124</b>	<b>\$ (37,181)</b>	<b>\$ (9,214)</b>		

## 2 Month Budget Percent = 16.7%

	Current Year FY20			Prior Year FY19			YTD Variance	
	Budget	YTD	%	Budget	YTD	%	\$ Change	% Change
79.1%	-	-		-	-		-	
20.9%	64,250	10,720	16.7%	60,025	9,683	16.1%	1,037	11%
	17,000	1,198	7.0%	15,000	3,283	21.9%	-2,086	-64%
100.0%	<b>81,250</b>	<b>11,918</b>	<b>14.7%</b>	<b>75,025</b>	<b>12,966</b>	<b>17.3%</b>	<b>(1,049)</b>	<b>-8%</b>
53.3%	122,869	16,962	13.8%	99,950	14,109	14.1%	2,853	20%
20.8%	48,069	1,816	3.8%	28,846	3,348	11.6%	-1,532	-46%
20.3%	-	-		-	-		-	
5.6%	46,800	9,395	20.1%	45,100	6,880	15.3%	2,515	37%
100.0%	<b>230,738</b>	<b>29,410</b>	<b>12.8%</b>	<b>186,896</b>	<b>25,426</b>	<b>13.6%</b>	<b>4,044</b>	<b>16%</b>
	<b>\$ (149,488)</b>	<b>\$ (17,552)</b>		<b>\$ (111,871)</b>	<b>\$ (12,460)</b>			

Kendall County Forest Preserve  
Income Statement  
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ENVIRONMENTAL EDUCATION

**Revenue**  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

**Expenditure**

Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

**Surplus/(Deficit)**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
0.4%	800	830	103.8%	2,500		
99.6%	193,300	38,069	19.7%	-		
100.0%	<b>194,100</b>	<b>38,899</b>	<b>20.0%</b>	<b>157,430</b>	<b>29,694</b>	<b>18.9%</b>
				<b>159,930</b>	<b>29,694</b>	<b>18.6%</b>
84.3%	140,936	19,996	14.2%	126,927	17,367	13.7%
11.2%	18,731	1,440	7.7%	15,791	2,102	13.3%
4.5%	-	-	-	-	-	-
	7,450	547	7.3%	7,900	854	10.8%
100.0%	<b>167,117</b>	<b>21,984</b>	<b>13.2%</b>	<b>150,618</b>	<b>20,323</b>	<b>13.5%</b>
	<b>\$ 26,983</b>	<b>\$ 16,915</b>		<b>\$ 9,312</b>	<b>\$ 9,371</b>	

	YTD Variance	
	\$ Change	% Change
830		
8,375		28%
<b>9,205</b>		<b>31%</b>
2,629		15%
-662		-31%
-307		-36%
<b>1,661</b>		<b>8%</b>



Kendall County Forest Preserve  
Income Statement  
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

**NATURAL AREA VOLUNTEERS**

**Revenue**  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

**Surplus/(Deficit)**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
	-	-		500	-	
	-	-		500	-	
	-	-			-	
	-	-			-	
	500	-		500	-	
	-	-			-	
	500	-		500	-	
	(500)	-		-	-	
	\$	\$		\$	\$	

100.0%

100.0%

2 Month Budget Percent = 16.7%

<b>Revenue</b>	
Other Income	
Donations	
Grants	
Credit Card Revenue	
Rental Revenue	
<b>Total Revenue</b>	
<b>Expenditure</b>	
Personnel	
Employee Benefits	
Contractual	
Commodities	
Other	
<b>Total Expenditure</b>	
<b>Surplus/(Deficit)</b>	

88

2 Month Budget Percent = 16.7%

<b>Revenue</b>	
Donations	
Other Income	
Rental Revenue	
Security Deposit	
<b>Total Revenue</b>	
<b>Expenditure</b>	
Personnel	
Employee Benefits	
Contractual	
Commodities	
Other	
<b>Total Expenditure</b>	
<b>Surplus/(Deficit)</b>	

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Kendall County Forest Preserve  
Income Statement  
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ELLIS HOUSE - 1160

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
Total Revenue

Expenditure

Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
Total Expenditure

Surplus/(Deficit)

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
	-	-		-	-	
	8,822	597	6.8%	8,851	1,139	12.9%
	1,356	50	3.7%	1,240	167	13.5%
	-	-		-	-	
	7,500	1,663	22.2%	7,420	939	12.7%
	4,000	884	22.1%	5,500	884	16.1%
	21,678	3,194	14.7%	23,011	3,129	13.6%
	\$ (21,678)	\$ (3,194)		\$ (23,011)	\$ (3,129)	
					65	2%

40.7%  
6.3%  
34.6%  
19.5%  
100.0%

ELLIS BARN - 1161

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
Total Revenue

Expenditure

Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
Total Expenditure

Surplus/(Deficit)

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
	-	-		-	-	
	8,822	903	10.2%	8,851	1,546	17.5%
	1,356	64	4.7%	1,240	177	14.3%
	-	-		-	-	
	6,000	168	2.8%	6,420	219	11.0%
	2,000	269	13.5%	2,000	1,942	10.5%
	18,178	1,405	7.7%	18,511	1,942	10.5%
	\$ (18,178)	\$ (1,405)		\$ (18,511)	\$ (1,942)	
					(537)	-28%

48.5%  
7.5%  
33.0%  
11.0%  
100.0%

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

72.6%
11.1%
<u>16.3%</u>
100.0%

Kendall County Forest Preserve  
Income Statement  
For Period Ended 1/31/20

\$	(25,681)	\$	(2,584)
----	----------	----	---------

290	11%
-----	-----

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
Total Revenue

100.0%	100.0%	55.0%	48%
--------	--------	-------	-----

\$	1.631	\$	(250)
----	-------	----	-------

84	34%
----	-----

Kendall County Forest Preserve  
Income Statement  
For Period Ended 1/31/20

<b>Revenue</b>	
Donations	
Security Deposit	
Credit Card Revenue	
Program Revenue	
<b>Total Revenue</b>	
<b>Expenditure</b>	
Personnel	
Employee Benefits	
Contractual	
Commodities	
Other	
<b>Total Expenditure</b>	
<b>Surplus/(Deficit)</b>	

	Current Year FY20	
	Budget	YTD %
0.4%	200	-
	-	-
	-	-
<u>99.6%</u>	<u>50,000</u>	<u>9,598</u>
100.0%	<b>50,200</b>	<b>13.3%</b>
65.0%	27,000	4,012
7.3%	3,050	192
6.0%	2,500	368
<u>21.6%</u>	<u>8,965</u>	<u>1,179</u>
100.0%	<b>41,515</b>	<b>5,751</b>
	<b>\$ 8,685</b>	<b>\$ 3,847</b>

Prior Year FY19		
Budget	YTD	%
500	100	20.0%
-		
-		
36,000	5,410	15.0%
<b>36,500</b>	<b>5,510</b>	<b>15.1%</b>
25,414	5,161	20.3%
2,124	496	23.4%
1,800	303	16.8%
3,965	1,205	30.4%
-		
<b>33,303</b>	<b>7,165</b>	<b>21.5%</b>
<b>\$ 3,197</b>	<b>\$ (1,655)</b>	

YTD Variance	
\$ Change	% Change
-100	
4,188	77%
<b>4,088</b>	<b>74%</b>
-1,149	-22%
-304	-61%
65	22%
-26	-2%
<b>(1,414)</b>	<b>-20%</b>

<b>Revenue</b>	
Donations	
Security Deposit	
Credit Card Revenue	
Program Revenue	
<b>Total Revenue</b>	
<b>Expenditure</b>	
Personnel	
Employee Benefits	
Contractual	
Commodities	
Other	
<b>Total Expenditure</b>	
<b>Surplus/(Deficit)</b>	

	Current Year FY20	
	Budget	YTD %
	-	-
	-	-
	-	-
	8,500	1,373
	<b>8,500</b>	<b>1,373</b>
		16.2%
		<b>16.2%</b>
	5,000	709
	700	54
	1,500	318
	1,800	93
	-	-
	<b>9,000</b>	<b>1,174</b>
		13.0%
		<b>13.0%</b>
	\$ (500)	\$ 199

	Prior Year FY19	
Budget	YTD	%
	8,000	10.6%
	<b>8,000</b>	<b>10.6%</b>
	5,000	17.3%
	500	24.4%
	900	25.3%
	2,050	16.5%
	-	
	<b>8,450</b>	<b>18.4%</b>
\$	<b>(450)</b>	<b>\$ (705)</b>

	YTD Variance	
	\$ Change	% Change
	523	62%
	<b>523</b>	<b>62%</b>
	-157	-18%
	-68	-56%
	90	39%
	-246	-73%
	<b>(381)</b>	<b>-25%</b>

2 Month Budget Percent = 16.7%

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

	Current Year FY20	
	Budget	YTD %
	-	-
	-	-
	-	-
	5,500	60
	<b>5,500</b>	<b>1.1%</b>
	3,000	287
	300	116
	-	-
	500	43
	-	-
	<b>3,800</b>	<b>446</b>
		<b>11.7%</b>
	<b>\$ 1,700</b>	<b>\$ (386)</b>

	Prior Year FY19		
	Budget	YTD	%
	5,000	200	4.0%
	<b>5,000</b>	<b>200</b>	<b>4.0%</b>
	3,000	104	3.5%
	400	11	2.8%
	<b>3,400</b>	<b>115</b>	<b>3.4%</b>
	<b>\$ 1,600</b>	<b>\$ 85</b>	

	YTD Variance	
	\$ Change	% Change
-	-	
-	-	
-	-	
(140)	(140)	-70%
	(140)	-70%
183	183	176%
105	105	951%
-	-	
43	43	
-	-	
331	331	288%

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
Total Revenue

	Budget	YTD	%
	-	-	
	-	-	
	-	-	
	24,600	5,535	22.5%
	<b>24,600</b>	<b>5,535</b>	<b>22.5%</b>
	15,000	2,637	17.6%
	1,700	126	7.4%
	-	-	
	1,200	-	
	-	-	
	<b>17,900</b>	<b>2,763</b>	<b>15.4%</b>
	<b>\$ 6,700</b>	<b>\$ 2,772</b>	

	Prior Year FY19		
Budget	YTD	%	
	24,600	2,300	9.3%
	<b>24,600</b>	<b>2,300</b>	<b>9.3%</b>
	15,000	2,665	17.8%
	1,690	267	15.8%
	-	-	-
	4,500	-	-
	<b>21,190</b>	<b>2,932</b>	<b>13.8%</b>
<b>\$</b>	<b>3,410</b>	<b>\$ (632)</b>	

	YTD Variance	
	\$ Change	% Change
	-	
	-	
	-	
	3,235	141%
	<b>3,235</b>	<b>141%</b>
	(28)	-1%
	(141)	-53%
	-	
	-	
	<b>(169)</b>	<b>-6%</b>



Kendall County Forest Preserve  
Income Statement  
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ELLIS WEDDINGS - 1168

**Revenue**  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**  
  
**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**  
**Surplus/(Deficit)**

	Current Year FY20		
	Budget	YTD	%
	-	-	
	-	1,000	
	-	-	
	2,000	1,000	50.0%
	<b>2,000</b>	<b>2,000</b>	<b>100.0%</b>
100.0%			
100.0%			
	500	303	60.6%
16.4%	-	9	
49.2%	1,500	229	15.3%
1.6%	50	-	
32.8%	1,000	-	
100.0%	<b>3,050</b>	<b>542</b>	<b>17.8%</b>
	<b>-\$1,050</b>	<b>\$ 1,458</b>	

	Prior Year FY19		
	Budget	YTD	%
	10,000	3,000	30.0%
	-	-	
	40,000	1,360	3.4%
	<b>50,000</b>	<b>4,360</b>	<b>8.7%</b>
	13,015	2,791	21.4%
	996	444	44.6%
	16,755	117	0.7%
	2,050		
	4,000	110	
	<b>36,816</b>	<b>3,462</b>	<b>9.4%</b>
	<b>\$13,184</b>	<b>\$ 898</b>	

	YTD Variance	
	\$ Change	% Change
	-2,000	
	-360	-26%
	<b>(2,360)</b>	<b>-54%</b>
	-2,488	-89%
	-435	-98%
	112	
	-110	-100%
	<b>(2,920)</b>	<b>-84%</b>

ELLIS OTHER RENTALS - 1169

**Revenue**  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**  
  
**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**  
**Surplus/(Deficit)**

	Current Year FY20		
	Budget	YTD	%
	-	-	
	600	1,800	300.0%
	-	-	
	4,500	240	5.3%
	<b>5,100</b>	<b>2,040</b>	<b>40.0%</b>
11.8%			
88.2%			
100.0%			
	2,275	-	
74.6%	174	-	
5.7%	-	-	
	-	-	
13.1%	400	-	
17.4%	600	-	
110.8%	<b>3,449</b>	<b>-</b>	
	<b>\$1,651</b>	<b>\$2,040</b>	

	Prior Year FY19		
	Budget	YTD	%
	600	150	25.0%
	4,500	540	12.0%
	<b>5,100</b>	<b>690</b>	<b>13.5%</b>
	600	-	
	<b>600</b>	<b>-</b>	
	<b>\$4,500</b>	<b>\$690</b>	

	YTD Variance	
	\$ Change	% Change
	1,650	1100%
	-300	-56%
	<b>1,350</b>	<b>196%</b>

Kendall County Forest Preserve  
Income Statement  
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ELLIS 5K - 1170

**Revenue**  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**  
  
**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**  
  
**Surplus/(Deficit)**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
	-	-				
	-	-				
	-	-				
	1,570	-		1,570	145	
	<b>1,570</b>	-		<b>1,570</b>	<b>145</b>	
100.0%						
100.0%						
	-	-				
	-	-				
	-	-				
	550	-		550	-	
	-	-				
	<b>550</b>	-		<b>550</b>	-	
100.0%						
100.0%						
	<b>\$ 1,020</b>	<b>\$ -</b>		<b>\$ 1,020</b>	<b>\$ 145</b>	

Kendall County Forest Preserve  
Income Statement  
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

**HOOVER GROUNDS - 1171**

**Revenue**  
Donations  
Revenue  
Security Deposit Revenue  
Credit Card Revenue  
**Total Revenue**  
**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**  
**Surplus/(Deficit)**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
	-	-		5,250	500	9.5%
	5,250	500	9.5%	-	-	
	-	-		5,250	500	9.5%
	61,435	8,481	13.8%	50,001	7,054	14.1%
	24,034	1,017	4.2%	14,423	1,673	11.6%
	-	-		-	-	
	46,800	9,395	20.1%	45,100	6,880	15.3%
	13,000	1,298	10.0%	13,000	1,098	8.4%
	<b>145,269</b>	<b>20,191</b>	<b>13.9%</b>	<b>122,524</b>	<b>16,705</b>	<b>13.6%</b>
	<b>\$ (140,019) \$ (19,691)</b>			<b>\$ (117,274) \$ (16,205)</b>		

**HOOVER BUNKHOUSE - 1172**

**Revenue**  
Donations  
Rental Revenue  
Security Deposit Revenue  
Credit Card Revenue  
**Total Revenue**  
**Expenditure**  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**  
**Surplus/(Deficit)**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
	-	-		33,525	7,095	21.2%
	35,000	8,050	23.0%	6,000	1,000	16.7%
	6,000	800	13.3%	-	-	
	<b>41,000</b>	<b>8,850</b>	<b>21.6%</b>	<b>39,525</b>	<b>8,095</b>	<b>20.5%</b>
	30,718	4,241	13.8%	25,001	3,528	14.1%
	12,017	509	4.2%	7,211	837	11.6%
	-	-		-	-	
	-	-		-	-	
	<b>42,735</b>	<b>4,750</b>	<b>11.1%</b>	<b>32,212</b>	<b>4,365</b>	<b>13.6%</b>
	<b>\$ (1,735) \$ 4,100</b>			<b>\$ 7,313 \$ 3,730</b>		

2 Month Budget Percent = 16.7%

Revenue  
Donations  
Rental Revenue  
Security Deposit Revenue  
Credit Card Revenue  
Total Revenue

	Prior Year FY19	
Budget	YTD	%
4,750	425	8.9%
<b>4,750</b>	<b>425</b>	<b>8.9%</b>
12,447	1,764	14.2%
3,606	420	11.6%
-		
<b>16,053</b>	<b>2,184</b>	<b>13.6%</b>
<b>\$ (11,303)</b>	<b>\$ (1,759)</b>	

YTD Variance	
\$ Change	% Change
-85	-20%
(85)	-20%
356	20%
-273	-65%
84	4%

Revenue  
Donations  
Rental Revenue  
Security Deposit Revenue  
Credit Card Revenue  
Total Revenue

Prior Year FY19		
Budget	YTD	%
16,500	1,663	10.1%
9,000	2,283	25.4%
<b>25,500</b>	<b>3,946</b>	<b>15.5%</b>
12,501	1,763	14.1%
3,606	418	11.6%
<b>16,107</b>	<b>2,181</b>	<b>13.5%</b>
<b>\$ 9,393</b>	<b>\$ 1,765</b>	

YTD Variance	
\$ Change	% Change
167	10%
-1,886	-83%
<b>(1,719)</b>	<b>-44%</b>
356	20%
-276	-66%
<b>81</b>	<b>4%</b>

2 Month Budget Percent = 16.7%

## 100.0%

	YTD Variance
	\$ Change      % Change
	107
	<b>107</b>

## 100.0%

	YTD Variance	
	\$ Change	% Change
	775	23%
	<b>775</b>	<b>23%</b>
	2,215	128%
	-250	-46%
	8	96%
	<b>1,973</b>	<b>87%</b>

Kendall County Forest Preserve  
Income Statement  
For Period Ended 1/31/20

2 Month Budget Percent = 16.7%

ENV. EDUCATION CAMPS - 1177

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
<b>Revenue</b>						
Donations		-				
Security Deposit						
Credit Card Revenue						
Program Revenue						
<b>Total Revenue</b>	<b>32,000</b>	<b>2,370</b>	<b>7.4%</b>	<b>30,000</b>	<b>1,760</b>	<b>5.9%</b>
	100.0%				610	35%
	100.0%				<b>610</b>	<b>35%</b>
<b>Expenditure</b>						
Personnel						
Employee Benefits						
Contractual						
Commodities						
Other						
<b>Total Expenditure</b>	<b>30,607</b>	<b>2,428</b>	<b>7.9%</b>	<b>32,750</b>	<b>2,531</b>	<b>7.7%</b>
	100.0%				63	3%
					-122	-44%
					-43	
<b>Surplus/(Deficit)</b>	<b>\$ 1,393</b>	<b>\$ (58)</b>		<b>\$ (2,750)</b>	<b>\$ (771)</b>	
					(103)	-4%

ENV. EDUCATION NATURAL BEGINNINGS - 1178

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
<b>Revenue</b>						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue						
<b>Total Revenue</b>	<b>116,100</b>	<b>30,647</b>	<b>26.4%</b>	<b>88,430</b>	<b>22,992</b>	<b>26.0%</b>
	99.2%				830	30%
	100.0%				<b>7,655</b>	<b>33%</b>
<b>Expenditure</b>						
Personnel						
Employee Benefits						
Contractual						
Commodities						
Other						
<b>Total Expenditure</b>	<b>87,901</b>	<b>13,825</b>	<b>15.7%</b>	<b>63,927</b>	<b>10,946</b>	<b>17.1%</b>
	100.0%				3,488	38%
					-349	-30%
					-259	-39%
<b>Surplus/(Deficit)</b>	<b>\$ 28,199</b>	<b>\$ 16,821</b>		<b>\$ 24,503</b>	<b>\$ 12,046</b>	
					<b>2,879</b>	<b>26%</b>

2 Month Budget Percent = 16.7%

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

<b>Expenditure</b>	
Personnel	
Employee Benefits	
Contractual	
Commodities	
Other	
<b>Total Expenditure</b>	

Surplus/(Deficit)

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
Total Revenue

<b>Expenditure</b>	
Personnel	
Employee Benefits	
Contractual	
Commodities	
Other	
<b>Total Expenditure</b>	

Surplus/(Deficit)



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Kendall County  
KCFPD 021520F RA



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CLERK: rantrim BATCH: 276

NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
HELD INVOICES								
84 00000 ARTLIP AND SONS	0197407		021520F	1,316.23				
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00		.00			
ACCT 1Y210	DUE 02/15/2020	DESC:Hoover Refrigerator Repair			19001171 63120	1,316.23	1099:	
107 00000 AUTOMOTIVE SPECI	23978		021520F	292.68				
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00		.00			
ACCT 1Y210	DUE 02/15/2020	DESC:Ford 2008 - Repair			19001183 62160	292.68	1099:	
107 00000 AUTOMOTIVE SPECI	23986		021520F	557.50				
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00		.00			
ACCT 1Y210	DUE 02/15/2020	DESC:2014 Ford - Repairs			19001183 62160	557.50	1099:	
250 00000 CHICAGO WILDERNE	300001373		021520F	300.00				
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00		.00			
ACCT 1Y210	DUE 03/30/2020	DESC:Membership Dues Level 7			190011 62030	300.00	1099:	
413 00000 DEKANE EQUIPMENT	IA68959		021520F	54.56				
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00		.00			
ACCT 1Y210	DUE 02/15/2020	DESC:Hoover - Equip			19001183 62160	54.56	1099:	
413 00000 DEKANE EQUIPMENT	022027		021520F	499.00				
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00		.00			
ACCT 1Y210	DUE 02/15/2020	DESC:Hoover - Snowblower			19001183 62160	499.00	1099:	
464 00000 DOORS BY RUSS, I	196060		021520F	60.00				
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00		.00			
ACCT 1Y210	DUE 02/15/2020	DESC:Hoover - Bunkhouse - Weather Seals			19001171 63120	60.00	1099:	
541 00000 FIRST NATIONAL B	E Dombrowski		021520F	74.57				
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00		.00			
ACCT 1Y210	DUE 02/28/2020	DESC:Env Educ - Supplies			19001179 63030	74.57	1099:	
541 00000 FIRST NATIONAL B	Nat'l Beg - Credit C		021520F	126.00				
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00		.00			
ACCT 1Y210	DUE 02/28/2020	DESC:Nat'l Beg - Supplies			19001178 63030	126.00	1099:	

02/11/2020 09:17  
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Kendall County  
KCPFD 021520F RA



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CLERK: rantrim BATCH: 276

NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
541 00000 FIRST NATIONAL B Ellis-Credit Card	021520F			180.11	.00	.00		
CASH 000008 2020/03 INV 02/06/2020 SEP-CHK: Y	DISC: .00							
ACCT 1Y210 DEPT 11 DUE 02/28/2020 DESC:Ellis-Barn & Pet Supplies					19001161 68580		161.21	1099:
					19001163 63000		18.90	1099:
541 00000 FIRST NATIONAL B Feb 2020 DG Credit C	021520F			2,483.82	.00	.00		
CASH 000008 2020/03 INV 02/06/2020 SEP-CHK: Y	DISC: .00							
ACCT 1Y210 DEPT 11 DUE 02/28/2020 DESC:Misc Invoices - D Guritz Credit Card					190011 68440		216.00	1099:
					190011 68430		120.18	1099:
					190011 62000		619.61	1099:
					19001171 63110		31.47	1099:
					19001183 63070		163.97	1099:
					19001168 63070		99.34	1099:
					19001160 62270		152.59	1099:
					19001178 63030		156.15	1099:
					19001177 63030		400.00	1099:
					19001163 63030		262.25	1099:
							262.26	1099:
1007 00000 ILLINOIS COUNTIE 1/1/2020-2/1/2020	021520F			13,844.02	.00	.00		
CASH 000008 2020/03 INV 02/06/2020 SEP-CHK: Y	DISC: .00							
ACCT 1Y210 DEPT 11 DUE 02/15/2020 DESC:Insurance - January & February 2020					190011 68000		13,844.02	1099:
1020 00000 ILLINOIS STATE P 12/31/2019	021520F			10.00	.00	.00		
CASH 000008 2020/03 INV 02/06/2020 SEP-CHK: Y	DISC: .00							
ACCT 1Y210 DEPT 11 DUE 02/15/2020 DESC:Background Reports					190011 62000		10.00	1099:
1060 00000 JOHN DEERE FINAN 01-27-20	021520F			226.98	.00	.00		
CASH 000008 2020/03 INV 02/06/2020 SEP-CHK: Y	DISC: .00							
ACCT 1Y210 DEPT 11 DUE 02/16/2020 DESC:Harris, Hoover - Shop & Equip Supplies					19001183 62160		115.09	1099:
					19001183 63110		65.08	1099:
					19001171 63110		7.96	1099:
					19001171 68580		38.85	1099:
1153 00000 KENDALL CO HIGHW Gas-Fuel: Jan 2020	021520F			878.88	.00	.00		
CASH 000008 2020/03 INV 02/06/2020 SEP-CHK: Y	DISC: .00							
ACCT 1Y210 DEPT 11 DUE 02/15/2020 DESC:Gas/Fuel: January 2020					19001183 62180		878.88	1099:
1199 00000 KLUBER, INC. 7173	021520F			3,712.50	.00	.00		
CASH 000008 2020/03 INV 02/06/2020 SEP-CHK: Y	DISC: .00							
ACCT 1Y210 DEPT 11 DUE 02/28/2020 DESC:Pickerill House Conversion					190111 68500		3,712.50	1099:

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NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
1323	00000 MENARDS	74401		021520F	24.72	.00	.00		
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 02/06/2020	DESC:Ellis - Barn Supplies			19001161 68580	24.72	1099:	
1323	00000 MENARDS	73959		021520F	1.72	.00	.00		
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 02/16/2020	DESC:Env Ed - Folding Wagon			19001176 63030	1.72	1099:	
1323	00000 MENARDS	74595		021520F	15.86	.00	.00		
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 02/15/2020	DESC:Ellis Grounds Supplies			19001162 68580	15.86	1099:	
1655	00000 SERVICE SANITATI	7883869,7883870		021520F	166.00	.00	.00		
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 03/07/2020	DESC:Portable Restrooms			19001183 63070	166.00	1099:	
1658	00000 SEMPER FI YARD S	2020-162		021520F	612.50	.00	.00		
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 02/15/2020	DESC:Fox River Bluffs - Cropland Conversion			190911 68530	612.50	1099:7	
1665	00000 SHAW MEDIA	01/31/20		021520F	193.29	.00	.00		
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 02/15/2020	DESC:Pickerill Posting & Web Hosting			190011 62090	133.30	1099:	
1935	00000 STEPHANIE WIENCK	Nat'l Beg - Jan 2020		021520F	86.49	.00	.00		
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 02/15/2020	DESC:Natural Beginnings - Food & Cleaning Supplies			19001178 63030	86.49	1099:	
1954	00000 YORKVILLE NAPA A	245525		021520F	71.50	.00	.00		
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 02/16/2020	DESC:Hoover - Kabota Repair			19001183 62160	71.50	1099:	
2047	00000 COMED	0927007163		021520F	25.68	.00	.00		
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 02/15/2020	DESC:Richard Young			190011 63510	25.68	1099:	
2047	00000 COMED	5514711002		021520F	96.43	.00	.00		
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 03/16/2020	DESC:Harris			190011 63510	96.43	1099:	

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NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2047 00000 COMED	5514710005		021520F	28.04	.00	.00		
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210 DEPT 11	DUE 03/16/2020	DESC:Harris Arena			190011 63510	28.04	1099:	
2047 00000 COMED	5514228011		021520F	1,300.93	.00	.00		
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210 DEPT 11	DUE 02/19/2020	DESC:Pickerill Pigot			19001184 63100	1,300.93	1099:	
2047 00000 COMED	1123166102		021520F	24.36	.00	.00		
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210 DEPT 11	DUE 03/30/2020	DESC:Jay Woods			190011 63510	24.36	1099:	
2047 00000 COMED	1938021081		021520F	87.62	.00	.00		
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210 DEPT 11	DUE 02/27/2020	DESC:Hoover House			19001171 63100	87.62	1099:	
2047 00000 COMED	0756081017		021520F	437.06	.00	.00		
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210 DEPT 11	DUE 03/23/2020	DESC:Hoover Bathhouse			19001171 63100	437.06	1099:	
2047 00000 COMED	0793673015		021520F	1,199.68	.00	.00		
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210 DEPT 11	DUE 03/23/2020	DESC:Hoover Multiples			19001171 63100	1,199.68	1099:	
2057 00000 MATTHEW CAVINESS 12020052			021520F	400.00	.00	.00		
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210 DEPT 11	DUE 02/16/2020	DESC:Ellis - Vet Care			19001164 63020	200.00	1099:	
					19001163 63020	100.00	1099:	
					19001165 63020	100.00	1099:	
2170 00000 ANTOINETTE MECIE Env Educ-Jan 2020			021520F	11.47	.00	.00		
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210 DEPT 11	DUE 02/15/2020	DESC:Env Educ - Program & Pet Supplies			19001179 63030	5.09	1099:	
					19001180 63030	6.38	1099:	
2197 00000 NEWARK SANITARY 071112			021520F	600.00	.00	.00		
CASH 000008 2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00					
ACCT 1Y210 DEPT 11	DUE 02/15/2020	DESC:Hoover - Flow Reports: 12/18 thru 12/19			19001171 62270	600.00	1099:	



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NEW INVOICES

VENDOR REMIT NAME		INVOICE		PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	ERR
2198	00000 PIT STOP GARAGE	EL-TRUCK								
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00		549.45	.00			
ACCT 1Y210	DEPT 11	DUE 02/15/2020	DESC:Ellis-P-350 - Truck Repairs				19001183 62160		549.45	1099:
2199	00000 LAURIE JACKSON	19-00297								
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00		142.50	.00			
ACCT 1Y210	DEPT 11	DUE 02/15/2020	DESC:Meadowhawk Sec Dep Rtn				19001171 63040		142.50	1099:
2200	00000 Angela Ikner	EL 1-25-20								
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00		100.00	.00			
ACCT 1Y210	DEPT 11	DUE 02/15/2020	DESC:Ellis Sec Dep Rtn				19001169 63040		100.00	1099:
2201	00000 Jason Reed	19-00222								
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00		100.00	.00			
ACCT 1Y210	DEPT 11	DUE 02/15/2020	DESC:Bunkhouse Sec Dep Rtn				19001171 63040		100.00	1099:
2202	00000 Kevin Barbier	19-00228								
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00		200.00	.00			
ACCT 1Y210	DEPT 11	DUE 02/15/2020	DESC:Bunkhouse Sec Dep Rtn				19001171 63040		200.00	1099:
2203	00000 Jennie Collins	Nat'l Beg - 1-13-20								
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00		34.04	.00			
ACCT 1Y210	DEPT 11	DUE 02/15/2020	DESC:Natural Beg - Photos				19001178 63030		34.04	1099:
2205	00000 Dennis Ford	19-00259								
CASH 000008	2020/03	INV 02/06/2020	SEP-CHK: Y	DISC: .00		200.00	.00			
ACCT 1Y210	DEPT 11	DUE 02/15/2020	DESC:Bunkhouse Sec Dep Rtn				19001171 63040		200.00	1099:
42 HELD INVOICES						31,326.19				
TOTAL										

0 INVOICE(S)	REPORT POST TOTAL	.00
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REPORT TOTALS	.00
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To: Kendall County Forest Preserve District – Committee of the Whole

From: David Guritz, Executive Director

RE: Millbrook Bridge Removal Project #20-01-001

Date: February 11, 2020

The KC-State's Attorney's Office has completed review of the Millbrook Bridge Removal Project contract documents, with some minor edits completed to the special provisions which will be incorporated into the final contract presented on Tuesday.

"D" Construction, Inc. submitted the lowest qualified bid for the Millbrook Bridge Removal Project. The bid amount is \$476,784.03, which includes \$65,000.00 for removal of the existing substructure (piers) below the water line to the existing riverbed grade. Completion of the pier removal would require cofferdam construction in accordance with the permit.

"D." Construction, Inc. intends to forego construction of the causeway and cofferdams, proposing use of barges for processing cut sections of the superstructure, which if approved by the IDNR-USACOE, would likely result in less in-stream disturbance.

"D." Construction, Inc. will need to submit an in-stream work plan to HLR and the permitting agencies for review.

District staff recommends the following:

1. Approve the removal contract at the February 18, 2020 Commission meeting.
2. Receive direction for engaging "D." Construction for a possible change order if the piers are to be left in place.

Per HLR, the District is liable for the piers remaining in place. District staff recommends leaving the piers in place with partial deconstruction to address long-term safety issues associated with pier undercutting of the concrete caps. HLR recommends removal, or if they are to remain in place, recommends against removing portions of the piers that may destabilize the pier structures.

This should be further discussed, with direction received from Commission based on further inspections, if the piers are to remain in place, once the project is under contract.



RETURN WITH BID

SCHEDULE OF PRICES

County Kendall  
 Local Public Agency Kendall County Forest Preserve  
 Section 20-01-001  
 Route Millbrook Bridge Removal

Schedule or Multiple Bids

Combination Letter	Sections Included in Combinations	Total
<i>DIA</i>		

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements \$ *476,784.03*

Item No.	Items	Unit	Quantity	Unit Price	Total
1	TREE REMOV 6-15	UNIT	62	<i>30.00</i>	<i>1,860.00</i>
2	CHANNEL EXCAVATION	CU YD	233	<i>50.00</i>	<i>11,650.00</i>
3	SEEDING CL 4 SPL	ACRE	0.1	<i>10,000.00</i>	<i>1,000.00</i>
4	EROSION CONTR BLANKET	SQ YD	390	<i>3.00</i>	<i>1,170.00</i>
5	STONE RIPRAP CL A4	TON	609	<i>60.00</i>	<i>36,540.00</i>
6	FILTER FABRIC	SQ YD	638	<i>3.00</i>	<i>1,914.00</i>
7	REM EXIST SUP-STR	EACH	1	<i>285,000.00</i>	<i>285,000.00</i>
8	REM EXT SUB-STR	EACH	1	<i>65,000.00</i>	<i>65,000.00</i>
9	COFFERDAM TYP 2 LOC 1	EACH	1	<i>.01</i>	<i>.01</i>
10	COFFERDAM TYP 2 LOC 2	EACH	1	<i>.01</i>	<i>.01</i>
11	TEMPORARY CAUSEWAY	L SUM	1	<i>.01</i>	<i>.01</i>
12	P CUL CL D 1 66 TEMP	EACH	15	<i>4,450.00</i>	<i>66,750.00</i>
13	TEMP EROS CONTR SEED	POUND	40	<i>10.00</i>	<i>400.00</i>
14	CH LK FENCE 4	FOOT	100	<i>55.00</i>	<i>5,500.00</i>



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## **SPECIAL PROVISIONS**

The following Special Provisions supplement the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, and the Supplemental Specifications and Recurring Special Provisions, adopted January 1, 2020, which apply to and govern the construction of the Millbrook Bridge Removal, and in case of conflict with any part or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

### **DESCRIPTION OF WORK**

The work consists of the demolition and removal of a three span steel truss bridge over the Fox River. The bridge abutments will remain in place. The work will also include temporary cofferdams, temporary causeway, stone riprap shoreline protection and permanent seeding.

### **LOCATION**

The project site is located in Fox Township, Kendall County, in the SW ¼ of Section 9, Township 36 N, Range 6E, 3<sup>rd</sup> P.M. The existing bridge is located over the Fox River, west of the Village of Millbrook, approximately 200 feet upstream of Whitfield Road.

### **DEPARTMENT DEFINITION**

The Kendall County Forest Preserve is the awarding authority and is the "Department" under Section 101.14 of the Standard Specifications.

### **PREQUALIFICATION OF BIDDERS**

Prequalification of bidders in accordance with Section 102.01 of the Standard Specifications shall be required of all bidders on this proposal. The primary Contractor will be required to meet the following prequalification code for the discipline of work to be completed:

09C-Structures(Waterway)

All Subcontractors will be required to meet the prequalification code for the discipline of work they will be responsible for completing.

### **FIELD MEASUREMENTS**

It shall be the Contractor's full responsibility to verify all dimensions, conditions, materials, and details before ordering materials. The Contractor shall verify the dimensions shown on the plans with those actually existing on the structure to determine if any discrepancies exist. Any discrepancies discovered by the Contractor shall be immediately reported to the Engineer in writing for revisions to plans and/or details as required.

No additional compensation will be allowed to the Contractor for complying with the above requirements. Any revisions to dimensions or details resulting from the required field verifications or for any delays due to required revisions shall be approved by the Engineer.

## **JOINT UTILITY LOCATING INFORMATION FOR EXCAVATORS**

The Contractor's attention is directed to the fact that there exists within the State of Illinois a Joint Utility Locating Information for Excavators (J.U.L.I.E.) System. Many utility companies and municipalities which have gas mains and a number of others are a part of this system.

Instead of the Contractor notifying each individual utility owner that he will be working within the area, it will only be necessary to call the number of the Joint Utility Locating Information for Excavators System which is (800)892-0123 and they will notify all utility companies involved that their respective utility should be located. A minimum of forty-eight hours advance notice is required and the political name of the township where the work is located, along with other location information such as land section and quarter section will have to be given.

## **PRECAUTIONS FOR UTILITIES**

The Contractor shall take whatever precautions which may be necessary to protect the property of the various public utilities which may be located underground or above ground, at or adjacent to the site of this improvement. The Contractor will be required to repair or replace at his own expense, or bear the cost, to repair or replace, any public utility property which has been damaged through negligence. The procedure and specifications of repair will be in accordance with the regulations and/or policy of the utility.

## **PREVAILING WAGES**

This contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et. seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the Contractor and subcontractors have an obligation to check the Department's website for prevailing wage rates. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties.

## **DRUG FREE WORKPLACE**

Contractor and its consultants, employees, contractors, subcontractors and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et. seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1.

## **PUBLIC CONSTRUCTION BOND**

If the total cost of the public work to be performed by the Contractor exceeds \$50,000.00, the Contractor must furnish, supply and deliver a payment bond for the full amount of the award to Kendall County Forest Preserve District pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 et. seq.

## **EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT**

If at the time the contract is executed, or if during the term of the contract, there is a period of excessive unemployment in Illinois as defined in the Employer of Illinois Workers on Public Works act, 30 ILCS 570/0.01 et. seq., (hereinafter referred to as "the Act"), the Contractor, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. The Contractor understands that the Act defines (a) "period of excessive unemployment" as "any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employer and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. The Contractor understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

## **MATERIAL SAFETY DATA SHEETS**

When applicable, the Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substances Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 et. seq., 820 ILCS 220/0.01 et. seq. and 820 ILCS 225/0.1 et. seq.

## **PROGRESS SCHEDULE**

The Contractor shall provide to the Engineer prior to the start of work a detailed schedule of planned construction related tasks and locations. The Contractor shall maintain throughout the course of the project, and provide at the Engineer's request, a progress schedule of construction related tasks and locations.

Work may not be completed during the months of April through June to comply with the IDNR Incidental Take Authorization.

## **COMPLETION DATE**

After beginning construction, the Contractor shall complete the work within 25 working days. The duration of in-stream work shall not exceed 4 weeks. All work on this contract shall be completed by October 31, 2020.

## UTILITIES

Add the following after the first paragraph of Article 105.07 of the Standard Specifications:

Underground utilities have been plotted from available surveys and records and, therefore, their locations must be considered approximate only. There also may be utilities for which the locations are unknown. Verification of locations of underground utilities, shown or not shown, will be the responsibility of the Contractor. The following utility companies may have facilities within the project limits:

Name and Address of Utility	Type	Locations	Estimated Date Adjustment Completed
AT&T Legal Mandate Engineering 1000 Commerce Drive, Floor 1 Oak Brook, IL 60523	Telephone		
ComEd Public Relocation Department One Lincoln Center, Suite 600 Oakbrook Terrace, IL	Overhead Electric	Along Valley Drive South of Canoe Launch	Not Required
Ameren IP #6 Executive Drive Collinsville, IL 62234	Overhead Electric	East bank from Dobson Lane to Whitfield Road	Not Required

## REMOVAL OF EXISTING STRUCTURES

**Description.** This work shall be performed in accordance with Section 501 of the Standard Specifications and as described herein.

The Contractor shall remove the three existing steel superstructures and timber decks. The existing abutments shall remain in place.

The Contractor shall also remove the two substructure piers. The piers must be completely removed below the channel flowline to elevation 543.0 feet. Excavation required to remove the piers will not be measured separately for payment.

The best information available depicting the existing structure dimensions is shown on the plans. This information is intended only as guide to the Contractor and cannot be considered complete information on the existing structure limits.

**Basis of Payment.** Removal of the superstructure and deck shall be included in the contract unit price EACH for REMOVAL OF EXISTING SUPERSTRUCTURES. Removal of the piers shall be included in the contract unit price EACH for REMOVAL OF EXISTING SUBSTRUCTURE. The price shall include all labor, materials, and equipment needed to complete the work.

#### **STONE RIPRAP, CLASS A4**

**Description.** Work shall be in accordance with Section 281 and 282 of the Standard Specifications and the following special provisions. This work shall consist of furnishing, transporting and placing a protective course of stone laid as riprap at locations as shown on the plans and as directed by the Engineer. The riprap shall be a minimum of 16 inches thick. Bedding material shall be a minimum of 6 inches thick. Filter fabric will be required.

**Quality.** The material used for riprap shall be stone conforming to Quality Designation A of Article 1005.01(b) of the Standard Specifications.

**Construction Method.** Foundation preparation and placing shall be done in accordance with Articles 281.03 and 281.04 of the Standard Specifications and as shown on the plans. The Contractor shall excavate the shoreline to a 1V:2H slope prior to placing the riprap. All excavated material shall be removed from the site. The layout of the erosion control protection system may be varied in the field to suit ground conditions as directed by the Engineer.

**Gradation.** The material used for riprap shall conform to Gradation Number RR4 of Article 1005.01(c) of the Standard Specifications. The material used for bedding shall conform to Gradation Number RR1 of Article 1005.01(c) of the Standard Specifications.

**Basis of Payment:** This work shall be paid for at the contract unit price per TON for STONE RIPRAP, CLASS A4. Filter fabric shall be paid for at the contract unit price per SQ YD for FILTER FABRIC. Shoreline excavation shall be paid for at the contract unit price per CU YD for CHANNEL EXCAVATION.

#### **SEEDING CLASS 4 (SPECIAL)**

**Description.** The work shall consist of stabilizing all disturbed earth surfaces with seed and erosion control blanket. This work shall be done in accordance with Section 250 and 251 of the Standard Specifications and the following provisions.

**Materials.** Seeding mixture shall be according to the seeding mixture table included in the contract plans. Fertilizer will not be required.

**Construction Requirements.** Areas to be seeded consist of all disturbed earth surfaces as directed by the Engineer. Erosion control blanket shall be placed on all seeding areas.

**Basis of Payment:** This work shall be paid for at the contract unit price per ACRE for SEEDING, CLASS 4 (SPECIAL). Erosion Control blanket shall be paid for at the contract unit price per SQUARE YARD for EROSION CONTROL BLANKET.

#### **TEMPORARY EROSION CONTROL SEEDING (SPECIAL)**

**Description.** The work shall consist of covering all disturbed earth areas with temporarily seeding and temporary mulch in accordance with Section 280 of the Standard Specifications and the following provisions. Areas to be seeded consist of all disturbed earth surfaces on which construction will be stopped for more than 14 days or as directed by the Engineer.



**Basis of Payment:** This work shall be paid for at the contract unit price per POUND for TEMPORARY EROSION CONTROL SEEDING (SPECIAL). Temporary mulch shall not be measured separately for payment but shall be included in the cost of temporary seeding.

### **TEMPORARY CAUSEWAY**

**Description.** This work shall consist of the construction of a temporary access causeway in the river as shown in the plans.

**Construction Requirements.** This work shall conform to Sections 202 and 402 of the Standard Specifications and this special provision. The causeway shall be constructed in accordance with the typical section and to the lines, elevations, and grades as shown in the plans. The Contractor shall determine the depth of coarse aggregate needed for the equipment.

The causeway layout shall provide for conveyance of the low flow rate of 1700 cfs at all times. The culvert layout on the plans is provided for the convenience of the Contractor, but the means of maintaining flows are the responsibility of the Contractor. The Contractor shall provide an in-stream work plan to the Engineer prior to the start of work.

If the Contractor proposes to construct temporary works not covered by existing permits, the Contractor shall be responsible for the coordination and expense of revising all applicable permits.

Any repairs needed to the causeway during construction shall be included in the cost of this item. All material used for the causeway shall be removed at the completion of the project, and the area restored to pre-construction grades.

**Basis of payment.** This item will be at the contract LUMP SUM price for TEMPORARY CAUSEWAY and shall include all labor, equipment, and materials necessary to construct, maintain, and remove the causeway. Pipe culverts will be paid for at the contract unit price each for PIPE CULVERTS, CLASS D, TYPE 1, 54" (TEMPORARY).

### **PIPE CULVERTS (TEMPORARY)**

**Description.** The work shall consist of furnishing, placing, maintaining, and removing pipe culverts for temporary drainage in the causeway. The work shall be completed according to article 542 of the Standard Specifications except that the work shall be paid for at the contract unit price each for PIPE CULVERTS, CLASS D, TYPE 1 54" (TEMPORARY).

### **USACE AND IDNR PERMITS**

The US Army Corps of Engineers (USACE) and the Illinois Department of Natural Resources (IDNR) have issued permits for the construction shown on the contract plans. The Contractor shall adhere to all requirements and conditions of these permits. The cost of complying with these permits will not be paid for separately but shall be included in the cost of the contract.

If Contractor plans to undertake construction activities not covered by the current permits, the Contractor shall obtain the necessary permit at the Contractor's expense and present it to the Engineer prior to starting the work, and shall not hinder the overall project schedule.

## KENDALL COUNTY CONTRACT PROVISIONS

The following must be added to any contract entered into between the Kendall County Forest Preserve District and the Contractor who is the successful bidder hereunder.

### A. General Provisions.

1. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et. seq.).
2. **Remedies.** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the Kendall County Forest Preserve District is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County Forest Preserve District is required to use the services of an attorney, then Kendall County Forest Preserve District shall be entitled to reasonable attorney's fees and court costs, expenses, expert witnesses and fees incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees to any appeal.
3. **Indemnification.** Contractor shall indemnify, hold harmless and defend with counsel of Kendall County Forest Preserve District's own choosing, Kendall County Forest Preserve District, its past, present and future elected officials, department heads, employers, insurers and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, finer, civil penalties, or other liabilities including costs, reasonable fees and expenses of defense, arising from any loss, damage, injury, death, loss or damage to property (whether to the property of the Kendall County Forest Preserve District or to the property of another), of whatsoever kind or nature, including but not limited to any claims or actions related to permit violations, -as well as for any breach of any covenant in this Contract or ancillary documents and any breach by the Contractor of representations or warranties made within contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of the Contractor in its performance under this Agreement. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Contract unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove the Contractor's duty to indemnify, defend and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et. seq.) by reason of this indemnification provision. Indemnification shall survive termination of this Agreement. Pursuant to the Construction Contract Indemnification for Negligence Act (740 ILCS 35), the Parties shall not indemnify the other for any liabilities, damages, costs or expenses resulting from the other party's own willful misconduct or negligence.
4. **Confidentiality.** It is understood and agreed to by the parties that all contracts entered into by a government body, such as Kendall County Forest Preserve District, are open to public review and as such will be on file with the Director of the Kendall County Forest Preserve District and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 et. seq.) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.).
5. **Non-Discrimination.** The Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the



American with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

6. **Certification.** The Contractor certifies that The Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et. seq. (the Illinois Prevailing Wage Act). The Contractor further certifies by signing the Contract documents that The Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. Section 1, et. seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has The Contractor made an admission of guilt or such conduct that is a matter of record, nor has any official, officer, agent or employee of the Contractor been so convicted nor made such an admission.
7. **Conflict of Interest.** Both parties affirm no Kendall County Forest Preserve District officer or elected official has a direct or indirect pecuniary interest in The Contractor or this Agreement, or, if any Kendall County Forest Preserve District officer or elected official does have a direct or indirect pecuniary interest in The Contractor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

B. **Insurance.**

1. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to Kendall County Forest Preserve District at the address set forth herein.
2. **Minimum Scope and Limit of Insurance.** All coverage shall be at least as broad as the following:
  - A. **Commercial General Liability ("CGL"):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separating to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.
  - B. **Umbrella/Excess Liability:** Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
  - C. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit of no less than \$1,000,000 per accident for bodily injury and property damage.
  - D. **Worker's Compensation Insurance.** Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with no less than \$1,000,000 per accident for bodily injury or disease.
  - E. **Professional Liability (Errors and Omissions) Insurance.** Professional insurance appropriate to Company's profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate. Kendall County Forest Preserve District shall be entitled to any broader coverage and/or higher limits maintained by

Company than stated above. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Kendall County Forest Preserve District.

- F. **Additional Insured Status:** Kendall County Forest Preserve District and its past, present and future officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- G. **Primary Coverage:** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to Kendall County Forest Preserve District, its past, present and future officers, officials, employees and volunteers. Any insurance maintained by Kendall County Forest Preserve District, its past, present and future officers, officials, employees or volunteers shall be excess of the Contractor's insurance and not contribute to it.
- H. **Waiver of Subrogation.** Contractor hereby grants to Kendall County Forest Preserve District and its past, present and future officers, officials, employees and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against Kendall County Forest Preserve District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Kendall County Forest Preserve District has received a waiver of subrogation endorsement from the insurer.
- I. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by Kendall County Forest Preserve District. Kendall County Forest Preserve District may require the Contractor at any time upon request to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall at all times provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or Kendall County Forest Preserve District.
- J. **Claims Made Policies.** If any of the policies required of the Contractor provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- K. **Verification of Coverage.** Contractor shall furnish Kendall County Forest Preserve District with original Certificates of Insurance including all required amendatory endorsements (or copies of applicable policy language effecting coverage required by this clause) and a cop of the Declarations and Endorsements Page of the CGL policy listing all policy endorsements to Kendall County Forest Preserve District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Kendall County Forest Preserve District reserves the right to require complete, certified



copies of all required insurance policies, including endorsements required by these specifications, at any time.

- L. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure that Kendall County Forest Preserve District is an additional insured on insurance required from subcontractors.
- M. **Special Risk or Circumstances.** Kendall County Forest Preserve District reserves the right to modify these requirements, including limits, based upon the nature of the risk, prior experience, insurer, coverage or other special circumstances.

**ADDITIONAL TERMS:**

**Compliance with State and Federal Laws.** Company agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes but it is not limited to environmental laws, civil rights laws, prevailing wage and labor laws.

**Notice.** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail return receipt requested or courier service and received, in the case of notice to Kendall County Forest Preserve District, Attn: David Guritz, 110 W. Madison Street, Yorkville, Illinois 60560, fax at 630-553-4023 with a copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois 60560, fax at 630-553-4204. Notice to Company shall be as follows:

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**Entire Agreement.** This Agreement represents the entire Agreement between the parties and there are not other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

**Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be original and both of which shall constitute one and the same agreement.

**Authority to Execute Agreement.** The Kendall County Forest Preserve District and the Contractor each warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**Choice of Law and Venue.** This Agreement shall be construed in accordance with the law and the Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. 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.

**Termination.** This Agreement may be terminated by Kendall County Forest Preserve District upon written notice delivered to the Contractor at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination

charges shall be required upon termination of the Agreement. Kendall County Forest Preserve District shall reimburse the Company for any services completed and any services partially completed prior to the termination date. Upon receipt of a termination notice, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Kendall County Forest Preserve District shall not be responsible for those costs and expenses resulting from the Contractor's failure to mitigate such loss. Further, Kendall County Forest Preserve District shall not be responsible for salaries, overhead and fees accrued after the Agreement's termination. Kendall County Forest Preserve District shall not be liable for any additional payments, penalties and/or early termination charges.

**Assignment.** Neither party shall assign, sublet, sell or transfer its interest in this Agreement without the prior written consent of the other.

**Force Majeure.** Neither party will be responsible to the other for damages, 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 of 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.

**Waiver.** Kendall County Forest Preserve District and/or the Contractor's waiver of any term, condition or covenant or breach of any term, condition or covenant shall not constitute a waiver of any other term, condition, covenant or breach thereof.

**Independent Contractor Relationship.** It is understood and agreed that the Contractor is an independent contractor and is not an employee, partner, agent or in a joint venture with the Kendall County Forest Preserve District. Contractor understands and agrees that the Contractor is solely responsible for paying all wages, benefits, and any other compensation due and owing to the Contractor's officers, employees, and agents for the performance of services set forth in this Agreement. Contractor further understands and agrees that the Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for the Contractor's officers, employees and/or agents who perform services as set forth in this Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the Contractor, the Contractor's officers, employees and agents and agrees that Kendall County Forest Preserve District is not responsible for providing any insurance coverage for the benefit of the Contractor, the Contractor's officers, employers and agents. Contractor hereby agrees to defend with counsel of Kendall County Forest Preserve Districts own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorney's fees) and/or costs from Kendall County Forest Preserve District, its past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that Company, its officers, employees and/or agents may sustain while performing services under the Agreement.

**Background Checks/Security.** Contractor shall exercise general and overall control of its officers, employers and/or agents. Company agrees that no one shall be assigned to perform



the work at Kendall County Forest Preserve's facilities on behalf of the Contractor, the Contractor's consultants, subcontractors and their respective officers, employees, agents and assigns unless the Contractor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, the Contractor agrees that the individual shall not be assigned to perform work on or at Kendall County's facilities absent prior written consent from Kendall County Forest Preserve District. Kendall County, at any time, for any reason and in Kendall County Forest Preserve's sole discretion, may require Company and/or the Contractor's consultants, and/or subcontractors to remove any individual from performing further work under this Agreement.

**Protection of Work and Clean-Up.** The Contractor shall be responsible for the protection of all work ~~it~~ including, but not limited to, all work performed by the Contractor and its subcontractors, employees and agents until its completion and final acceptance by KENDALL COUNTY FOREST PRESERVE DISTRICT. The Contractor shall, at its own expense, replace all damaged or lost materials or repair damaged parts of the work, and the Contractor should be liable therefore. The Contractor and its subcontractors, employees and agents shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The Contractor may, however, be allowed a reasonable extension of time on account of such delays subject to the conditions herein before specified and subject to approval by a majority voice of the KENDALL COUNTY FOREST PRESERVE DISTRICT BOARD members present for said vote. The Contractor shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to the Contractor, its subcontractors, employees and agents or used under their direction during construction. The Contractor shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by KENDALL COUNTY FOREST PRESERVE DISTRICT. The Contractor shall be responsible for ensuring that, upon completion of the work, the condition of the work area and the subject area of the Fox River shall be in compliance with any permits issued, including but not limited to those issued by the U.S. Army Corps of Engineers and the Illinois Department of Natural Resources, and in compliance with any applicable environmental protection statutes or regulations.

**Notification of Public & Private Utilities.** The Contractor shall notify J.U.L.I.E. for public utility locations and KENDALL COUNTY FOREST PRESERVE DISTRICT for KENDALL COUNTY FOREST PRESERVE DISTRICT'S private utilities at least 48 hours prior to commencement of construction so that they may locate and stake out such buried services. Any services or utilities so damaged by the Contractor, its subcontractors, employers and/or agents shall be replaced and/or repaired at the Contractor's sole expense.

**Warranties.** Contractor warrants to owner that all construction and related services provided shall be performed in a good and workmanlike manner, in accordance with the terms of the contract documents, and all applicable laws, codes, regulations and other requirements, including safety standards.

**Waiver of Lien.** Contractor hereby waives any claim of lien against subject premises on behalf of the Contractor, its officers, insurers, employees, agents, suppliers and/or subcontractors employed by this Agreement. Upon completion of the project and as a



condition prior to payment in full, the Contractor shall tender to KENDALL COUNTY FOREST PRESERVED DISTRICT final waiver(s) of lien for all subcontractors and/or suppliers.

**Change Orders.** Public works change orders that total more than 50% or more of original contract price must be rebid in the same manner as the original contract pursuant to 55 ILCS 525/5. Change orders of more than \$10,000.00 or 30 days (more or less) in completion time, must be pre- approved by the KENDALL COUNTY FOREST PRESERVE DISTRICT pursuant to 720 ILCS 5/33E-9.

**Kotecki Waiver.** Contractor (and any subcontractor into whose subcontract this clause shall be and is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons alleged injured on the Project; waives any limitation of liability defense based upon Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless ~~KENDALL COUNTY~~, KENDALL COUNTY FOREST PRESERVE DISTRICT, and its past, present and future board members, elected officials, employees, agents and consultations (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorney's fees, that the Indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Ideminities are designated and recognized as explicit third-party beneficiaries of the Kotecki waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

**Non-Appropriation.** In the event Kendall County Forest Preserve District is in default under this Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the Kendall County Forest Preserve's obligations under this Agreement during said fiscal period, the Kendall County Forest Preserve District agrees to provide prompt written notice of said occurrence to the Contractor. In the event of a default due to non-appropriation of funds, either party has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

To: Kendall County Forest Preserve District – Committee of the Whole

From: David Guritz, Executive Director

RE: RPBB – Fox River Bluffs Cropland Conversion Plan Changes

Date: February 11, 2020

The District was informed last week of the presence of a local population of the federally endangered Rusty Patched Bumble Bee (*Bombus affinis*).

The “high probability of occurrence” zone is centered on Hoover Forest Preserve, and includes parts of Subat and Fox River Bluffs Forest Preserve.

The estimated Phase II Eldamain Row ROW acreage located within the high-probability zone is 22.25-acres, with an additional 12.26-acres located in the “dispersal” zone.

The District is in contact with the USF&WS Region III Office to request consultation on pre-mitigation approaches.

The USF&WS is receptive to the District’s modification of the Fox River Bluffs Cropland Conversion plan to expand prairie habitat to offset construction project impacts to RPBB habitat.

Genesis Nursery has an additional 25-30 acres of the prairie seed mix that can be purchased and broadcast this winter to expand the prairie footprint at Fox River Bluffs.

KC Highway Department has indicated they would be able to support additional cost for the supplemental purchase.

A conference call with USF&WS will be held today to confirm District intentions to support pre-mitigation efforts ahead of the required consultation.

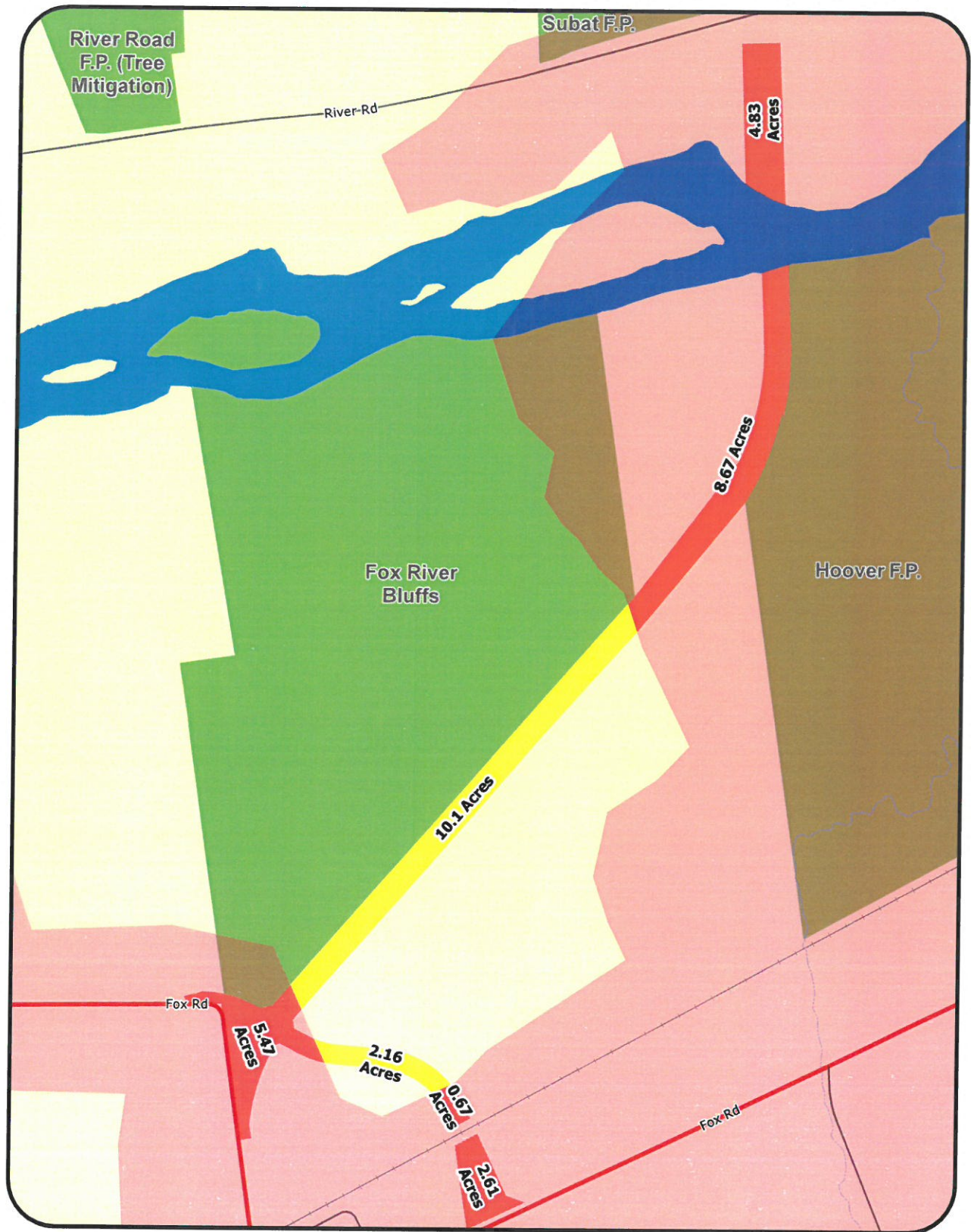
The consultation will examine strategies to limit impacts, as well as technical guidance to support a habitat recovery plan for the local population, centered largely on addressing invasive species and diversifying habitat areas at Hoover Forest Preserve.

#### Recommendations:

Purchase additional seed mix to expand the prairie habitat area within the Fox River Bluffs cropland conversion plan to expand RPBB habitat as possible mitigation for the KC Highway Phase II Eldamain Road project.



# Adjacent ROWs to KC Forest Preserves



RUSTY PATCHED BUMBLE BEE  
HABIT

HIGH POTENTIAL ZONES

LOW POTENTIAL ZONES

ROW AREAS

HIGH

LOW



**Kendall County GIS**

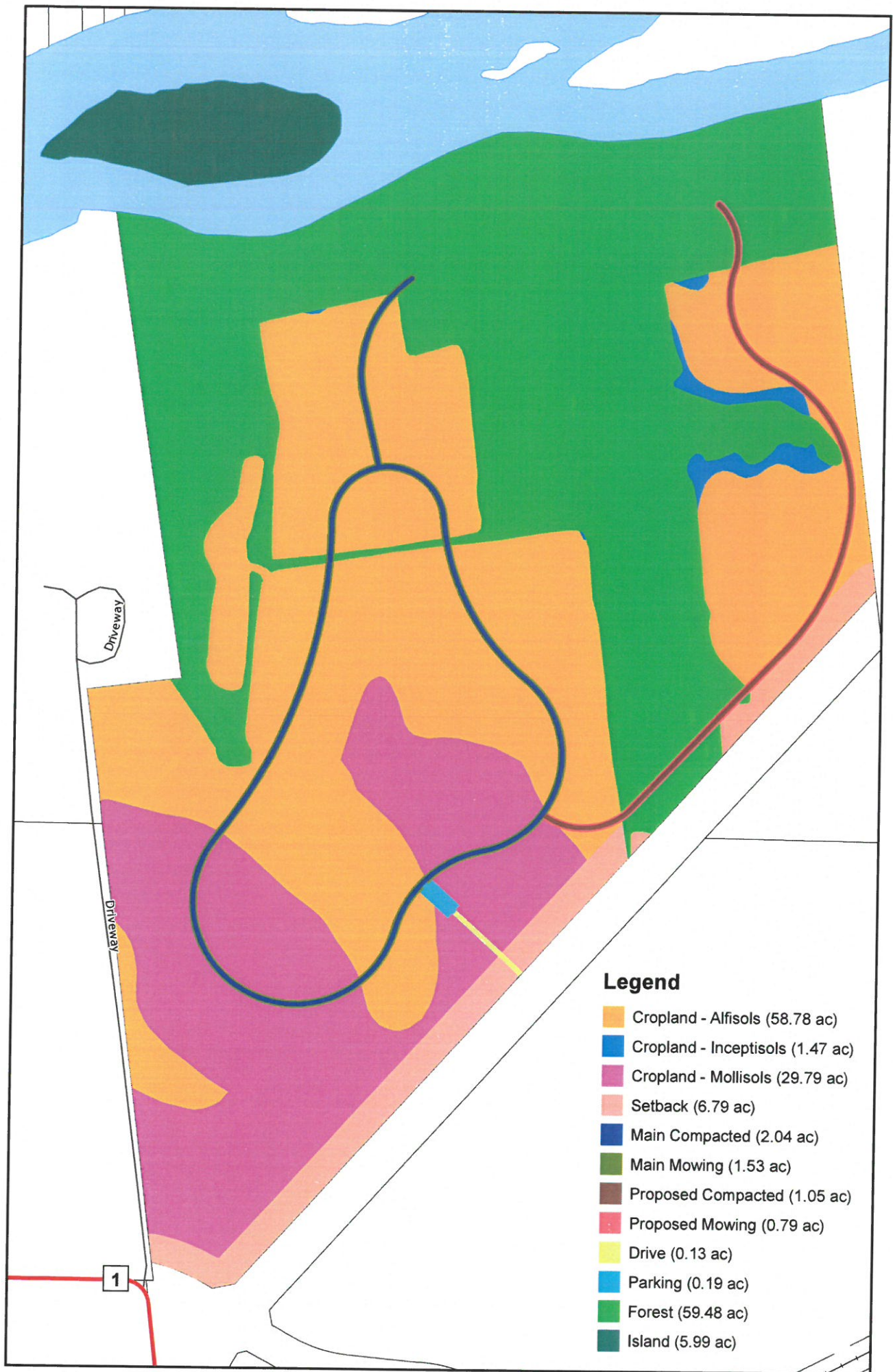
111 West Fox Street - Room 308

Yorkville, Illinois 60560

630.553.4212

Created: 2/11/2020





# Endangered Species Act

## A Compliance Overview





## Mammals

NAME	STATUS
<b>Indiana Bat <i>Myotis sodalis</i></b> There is final critical habitat for this species. Your location is outside the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/5949">https://ecos.fws.gov/ecp/species/5949</a>	Endangered
<b>Northern Long-eared Bat <i>Myotis septentrionalis</i></b> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/9045">https://ecos.fws.gov/ecp/species/9045</a>	Threatened

## Insects

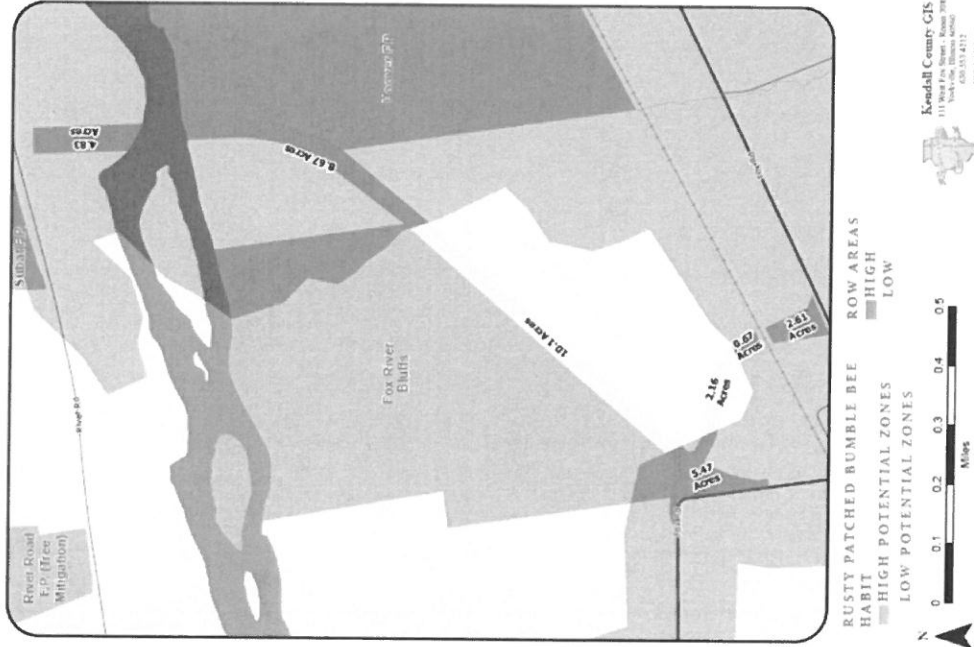
NAME	STATUS
<b>Rusty Patched Bumble Bee <i>Bombus affinis</i></b> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/9383">https://ecos.fws.gov/ecp/species/9383</a>	Endangered

## Flowering Plants

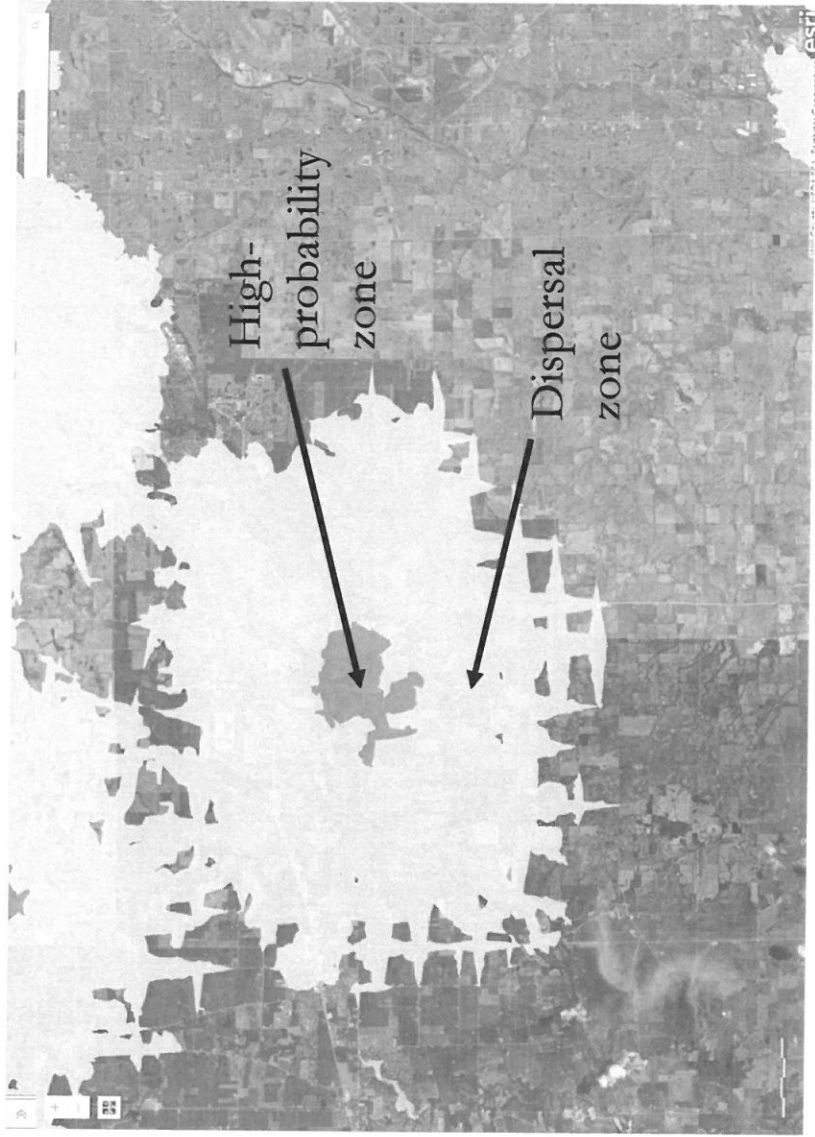
NAME	STATUS
<b>Eastern Prairie Fringed Orchid <i>Platanthera leucophaea</i></b> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/601">https://ecos.fws.gov/ecp/species/601</a>	Threatened

# RPBB in Kendall County

## Adjacent ROWs to KC Forest Preserves

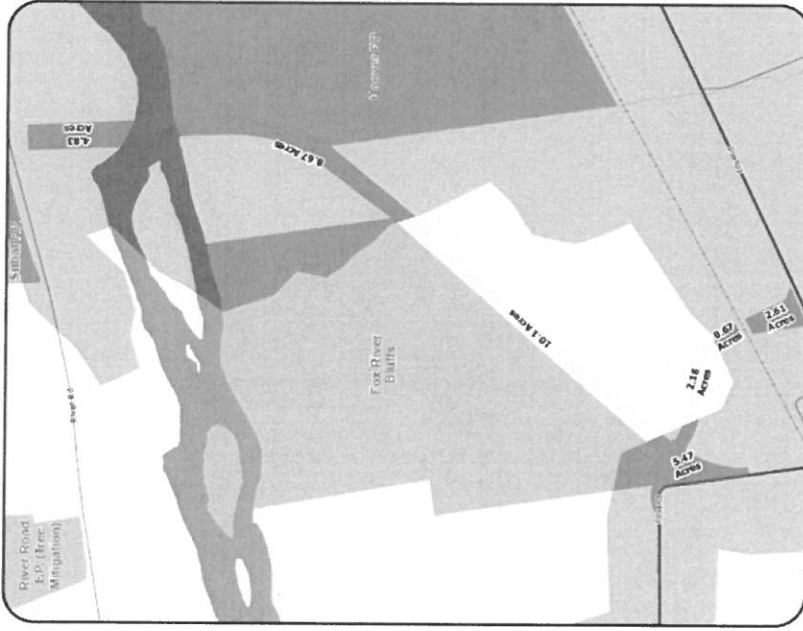


- IDNR local population survey and documentation in late-summer 2018.
- Eldamain Phase II ROW -

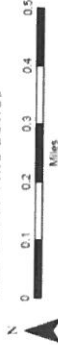


# RPBB in Kendall County

Adjacent ROWs to KC Forest Preserves



RUSTY PATCHED BUMBLE BEE  
HABIT  
HIGH POTENTIAL ZONES  
LOW POTENTIAL ZONES



Kendall County GIS  
111 West Ave, Suite 200  
Yorkville, Illinois 62458  
April 15, 2011  
Kendall County

Preliminary Eldamain - Phase II ROW Acreage Figures		
High-Probability of Occurrence Zone	Dispersal Zone	
4.83	10.1	
8.67	2.16	
5.47		
0.67		
2.61		
22.25	12.26	

**Total Acres - 34.51**



# Endangered Species Act

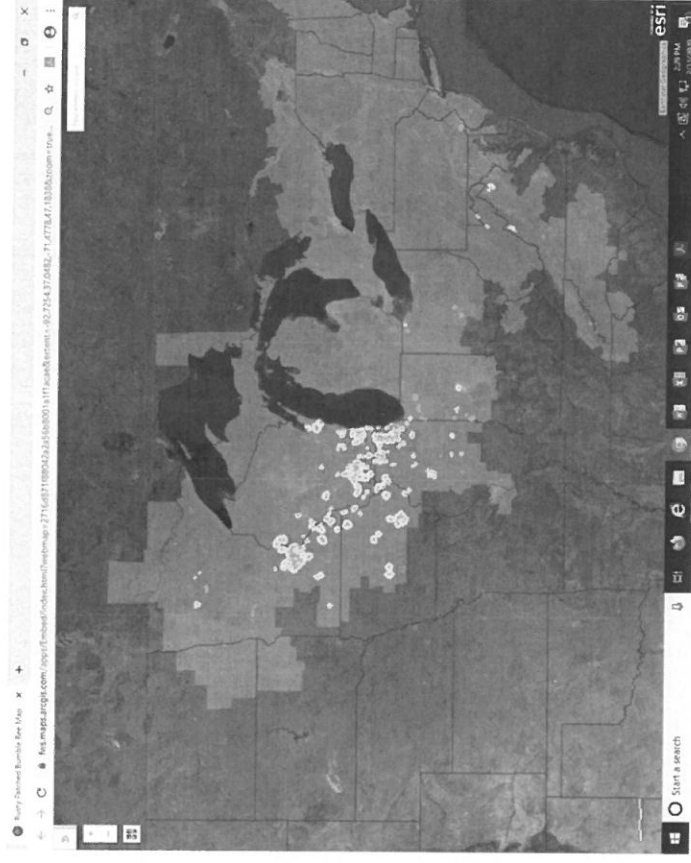
## *Findings*

- Some species of fish, wildlife and plants are now extinct “as a consequence of economic growth and development untempered by adequate concern and conservation.”
- Other species in danger of extinction
- Species have aesthetic, ecological, educational, historical, recreational, and scientific value
- U.S. pledges to conserve species facing extinction

# Endangered Species Act

## *Purpose*

...to provide a means to conserve ecosystems upon which endangered and threatened species depend



# Endangered Species Act

- Section 2: Findings and Purposes
- Section 3: Definitions
- Section 4: Listing, Critical Habitat Designation,  
Recovery, Monitoring
- Section 5: Land Acquisition
- Section 6: Cooperation with the States
- Section 7: Interagency Cooperation (Federal)
- Section 8: International Cooperation
- Section 9: Prohibited Acts
- Section 10: Exceptions (Permits, experimental  
populations)
- Section 11: Penalties and Enforcement
- Sections 12-18: Misc



# Endangered Species Act

## *Definitions*

**Conservation** - to use all methods necessary to bring [listed] species to the point at which the ESA is no longer necessary

**Endangered** - species in danger of extinction throughout all or a significant portion of its range

**Threatened** - species likely to become endangered in the foreseeable future

# Endangered Species Act

## *Definitions*

**Take** - to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect or to attempt to engage in any such conduct

- Take prohibition (Section 9) for wildlife species applies to any person or Federal agency

# Take Further Defined

- Wildlife - prohibitions protect listed wildlife species from threats of “take” (Section 9)
- Plants - prohibitions protect listed plants species from threats of commercial trade, collection, or malicious destruction on Federal lands, and similar actions that violate State law (Section 9)

# Take Further Defined

**Harm** - “...significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.”

50 CFR 17.3

## Take Further Defined

**Harass** – “...an intentional or negligent act or omission which creates the likelihood of injury to wildlife by annoying it to such an extent as to significantly impair normal behavioral patterns including breeding, feeding or sheltering.” 50 CFR 17.3

# Take Further Defined

**Incidental take** – Take that is incidental to, and not the purpose of, carrying out of an otherwise lawful activity

50 CFR 402.02



**Does the ESA apply to  
projects on private and  
other non-federal land?**

**YES**

**Who is responsible?**

**How do I get my ESA  
compliance?**



# Compliance Responsibilities

- Federal Agency – Section 7
  - **Federal nexus** - federal agency funds, authorizes or carries out the program or project
  - Federal agency determines effects
  - Federal agency consults with FWS
  - Trigger - “may affect”
  - FWS writes concurrence letter or Biological Opinion
- Non-Federal entity follows conservation measures provided by Federal agency

# **Compliance Responsibilities**

- **Non-Federal entity – Section 10**
  - **No Federal nexus**
  - **Trigger - project is likely to result in “take”**
  - **Non-federal entity responsible for determining effects**
  - **FWS can help (technical assistance)**
  - **Habitat Conservation Plan and incidental take permit**
- **Non-federal entity prepares HCP, follows conservation measures from HCP and permit**

**What is the effect of  
your project on  
listed species and  
their habitat?**

# Effects Analysis

- What is your project/action?
  - Be specific to **all** pieces and timing
  - Also look at actions related to the project
    - Ex: building of roads to thin a timber stand
- Listed species in the area?
  - What time of the year
- Suitable habitat in the area? Use?
  - Feeding, breeding, sheltering, migration, etc.

## **Effect Analysis, cont.**

- Critical Habitat in the area?
  - Officially proposed or designated by FWS
  - Are the biological or physical features affected?
- Proximity of species or habitat to project
- Timing of project and species presence



## **Effect Analysis, cont.**

- Is the species, its habitat, or Critical Habitat “exposed” to the effects of the project?
  - Noise, light, smoke, dust, vegetation manipulation or removal, etc
- Direct effects
  - Occur during implementation of project
- Indirect effects
  - Caused or result from the project, but occur later in time

# Effect Determinations

- No effect
- May affect, but no adverse effects
- Adverse effects
- Adverse effects that likely result in “take”



# **Effect Determinations, cont.**

- No Effect
- May affect, no adverse effects
  - Effects are discountable, insignificant or completely beneficial
- Adverse effects
  - Negative effects that can be measured, detected or evaluated



## **Effect Determinations, cont.**

- Adverse effects, “take” is likely to occur
  - Harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect or to attempt to engage in any such conduct
  - Includes habitat modification
  - Are normal behavior patterns disrupted or significantly impaired?
  - Applies even if only one individual

**What can you do to  
facilitate ESA  
compliance?**

# Facilitating Compliance

- Avoid adverse impacts to listed species, their habitat and Critical Habitat
  - Time of year
  - Time of day
  - Physical location



# **Facilitating Compliance, cont.**

- Minimize adverse impacts to listed species, their habitat and critical habitat
  - “Take” may still be likely, but reduced
  - Time of year
  - Time of day
  - Physical location

# Facilitating Compliance, cont.

- Compensate for adverse impacts to listed species and their habitat
  - “Take” is likely, but impact is off-set
  - Habitat restoration, protection, etc
  - May be short term adverse impacts, but long term benefits, etc



# Tips

- Detail matters!!
- Determine if have federal nexus early
- Work with FWS & other federal agencies
  - To aid in determining affected species, minimization measures, etc.
- Build species measures into project design
- Plan time to determine effects and get compliance
- Don't wait 'til the last minute for ESA compliance



# KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

## 2020-2023 Farm License Agreement

### Call for Proposals from Farm Operators for the Leased Farming (Hay Production) of 23.6-acres of Property Located at Baker Woods Forest Preserve in Minooka, Illinois for Calendar Years 2020 through 2022



Sealed bids will be accepted at the Kendall County Forest Preserve District's Headquarters located in the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560 through 10:00 AM on Thursday, March 12, 2020.

Bids will be opened and read aloud at 10:00 AM on Thursday, March 12, 2020 in the Kendall County Historic Courthouse - East Wing Conference Room.

#### **District Contact Information**

Kendall County Forest Preserve District

David Guritz, Director

110 W. Madison Street

630-553-4131

[kcforest@co.kendall.il.us](mailto:kcforest@co.kendall.il.us)

# **Baker Woods Forest Preserve – Farm License Agreement**

## **Baker Woods Hay Production**

### **2020 through 2022**

### **Call for Proposals**

#### Legal Notice:

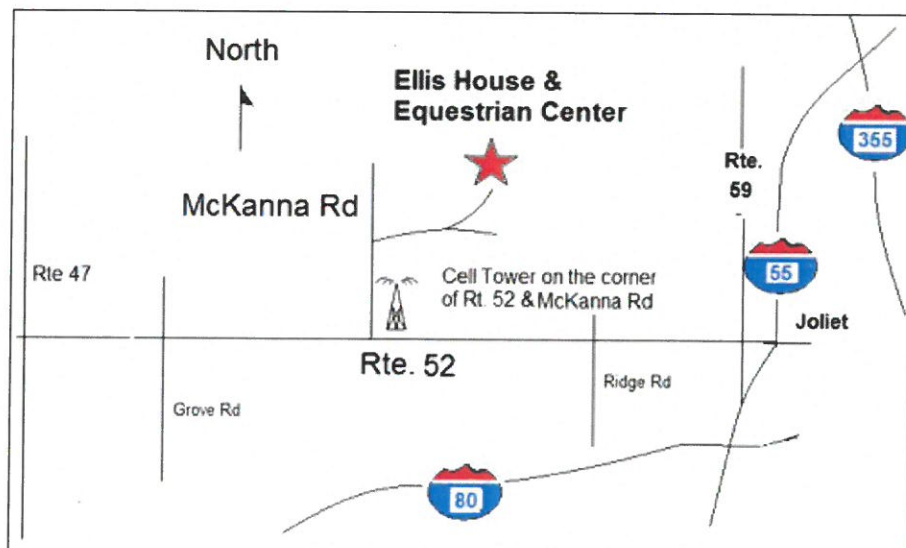
The Kendall County Forest Preserve District (KCFPD) is accepting proposals from qualified Farm Operators for the Licensed farming (hay production) of 23.6-acres of property located at Baker Woods Forest Preserve in Minooka, Illinois. The 23.6-acres are divided into three separate fields (Fields A, B and C) as shown in the contract template as Exhibit 1.

Bid packets may be picked up from the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560 beginning Thursday, February 20, 2020, or can be found online at: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=9e3f3f6c-420b-4dec-be17-0b5e06278585>

Sealed bids will be accepted at the Kendall County Forest Preserve District's Headquarters located in the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560 through 10:00 AM on Thursday, March 12, 2020. Bids will be opened and read aloud at 10:00 AM on Thursday, March 12, 2020 in the Kendall County Historic Courthouse - East Wing Conference Room. For more information, contact David Guritz, Director at 630-553-4131, or email at [kcforest@co.kendall.il.us](mailto:kcforest@co.kendall.il.us).

#### Location Maps and Parcel Soils Data

The Baker Woods Forest Preserve is located in Kendall County near the intersection of Route 52 and McKanna Drive in Minooka, Illinois 60447. Baker Woods Forest Preserve includes the Ellis House and Equestrian Center located at 13986 McKanna Rd., Minooka, IL 60447.





Fields A (14.7-acres) and B (2.7-acres) are mixed-grass with light alfalfa.

Field C (6.2-acres) is a 50/50 mixed-grass alfalfa field.



Bidder Instructions:

In order to participate in the bidding process, Farm Operators must fully complete the required **Statement of Professional Experience and Bid Form**.

Sealed bids will be accepted at the Kendall County Forest Preserve District's Headquarters located in the Kendall County Historic Courthouse, 110 W. Madison Street in Yorkville, IL 60560 through 10:00 AM on Thursday, March 12, 2020. Bids will be opened and read aloud at 10:00 AM on Thursday, March 12, 2020 in the Kendall County Historic Courthouse East Wing Conference Room. Sealed bids should be clearly marked "Baker Woods Forest Preserve Farm License (Hay Production) Proposal."

Following bid opening, an apparent low bidder will be declared, with subsequent development of a three (3) year farm lease agreement with the Kendall County Forest Preserve District subject to approval by the Kendall County Board of Commissioners.

A copy of the Farm Lease Agreement contract template is included within this bid packet as **Exhibit 1**.

Insurance Requirements:

The successful bidder will provide the Kendall County Forest Preserve District with a Certificate of Insurance listing the Kendall County Forest Preserve District as additionally insured on the liability policy as a certificate holder. Certificate coverage must meet the following stated amounts:

- A. The Lessee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Lessor. Lessee shall purchase insurance with said company naming the Lessor as additional insured on the liability policy. Policy must cover all contractors hired by the Lessee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. The Lessee shall obtain and maintain, at the Lessee's expense, appropriate and adequate insurance coverage for the Lessee's personal property in amounts determined by the Lessor to be adequate.

**Baker Woods Forest Preserve – 2020 - 2022**  
**Farm License Agreement**  
**Statement of Professional Experience**

**Farm Operator Name:** \_\_\_\_\_

**Farm Operator Address:**

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

**Contact Information:**

Home Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Statement of Professional Experience**

**(Please briefly summarize your experience as a Farm Operator, particularly focused on hay production, including any education or specialized training received).**

## References

(Provide three references from other Agricultural Industry Professionals and/or current property owners you are leasing property from for farming purposes).

Name	Contact Information	Title / Relationship

## Certifications:

Bidders are required to certify that they are able to store a portion of the District's share of small-bale hay harvested in each growing year, for future delivery to the Ellis House and Equestrian Center, within an enclosed dry storage space.

Bidder further certifies that they have access to the machinery, equipment, and storage spaces for cutting, harvesting, baling (small-bales only for the District's share), and delivering hay as required by the contract.

\_\_\_\_\_  
Farm Operator

\_\_\_\_\_  
Date

**Baker Woods Forest Preserve – 2020 through 2022  
Farm License Agreement  
Bid Form**

**Farm Operator Name:** \_\_\_\_\_

**This is a 3-year 50/50 hay contract where Farm Operators harvest, bale, and rack hay (*small-bales only for the District share only*). Farm Operators retain 50% of the hay produced from each field's cutting(s) in each year. Cost for fertilizer and other field inputs are shared 50/50 by the District and Farm Operator. The District reimburses the Farm Operator for documented costs incurred for fertilizer and other field inputs.**

**1. Buy-back Provision for District Surplus Hay:**

This contract requires all bidders to extend a unit price per small bale purchased from the District's share of surplus hay generated within those years where the hay crop produced exceeds District needs.

\$ \_\_\_\_\_ per small-bale surplus purchased from the District.

Dollars and cents in words: \_\_\_\_\_

**2. Provisions for Storage and Delivery of District Small Bales:**

A. This contract requires all bidders to extend an option for relocation and storage of portions of the District's share of hay at a cost per small bale, plus a delivery charge.

1. \$ \_\_\_\_\_ per small-bale stored for future delivery:

Dollars and cents in words: \_\_\_\_\_

2. \$ \_\_\_\_\_ for delivery per hay rack (Qty: 150-200 small bales per hay rack) from the storage location to Ellis House and Equestrian Center:

Dollars and cents in words: \_\_\_\_\_

***All bidders are strongly encouraged to read through the Exhibit 1: Farm Lease Agreement Contract Template. The Farm Lease Contract will include provisions for calculating the required and non-negotiable formula-based yield payment for each farming year based on prevailing market rates.***

**EXHIBIT 1: FARM LEASE AGREEMENT CONTRACT TEMPLATE**

**FARM LICENSE AGREEMENT #20-03-001**

**Baker Woods Forest Preserve – Hay Production**

This Agreement is made this \_\_\_\_ day of March, 2020 (“Date of Execution”), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, (“Licensor”), and \_\_\_\_\_, located at <<City/State>>, <<Zip>> (“Licensee”), including all heirs and assignees, collectively referred to as the “Parties.”

WHEREAS, the Licensor is the owner of certain lands situated in Baker Woods Forest Preserve, in the County of Kendall, Township of Fox and State of Illinois described as:

Portions of PIN#s: 09-09-400-004, 09-16-200-013, identified in the map of the subject fields, attached as Exhibit 1.

WHEREAS, Licensee desires to use the above-described real estate solely for farming purposes and Licensor desires to have the real estate farmed; and

WHEREAS, both Licensee and Licensor hereby agree that there are three fields, Field A with 14.7 acres, Field B with 2.7 acres, and Field C with 6.2 acres on the above referenced parcels, these acres are hereinafter collectively referred to as the “Subject Property,” identified in Exhibit 1; and that the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, for a term beginning on the Date of Execution, and ending on December 31, 2022, subject to the conditions and limitations in this Agreement; and

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. **Prior Agreements:** All previous agreements between the Parties, whether oral or in writing, are hereby revoked. Neither party will seek to enforce any previous oral or written agreement between the Parties, regarding the license or use of the Subject Property.
3. **Term:** This license is for a term of three years, ending December 31, 2022, with Storage provisions in effect through June 1, 2023.
4. **Product:** Licensee will seed and maintain Field A and Field B with straight grass hay and Field C 50/50 grass and alfalfa hay. **Licensee and Licensor shall split evenly the bales of hay produced from the Subject Property.** Further, Licensee, with prior approval by the Licensor, shall have the option of purchasing hay bales from the Licensor’s portion of hay produced at a rate of \$\_\_\_\_\_ per bale.
5. **Storage:** Licensee shall extend an option for storage of remaining portions of the Licensor’s share of hay produced at a cost of \$\_\_\_\_\_ per small bale, plus a delivery charge of \$\_\_\_\_\_ per hay rack delivered (150-200 small bales) for each delivery made within the first



quarter of the following calendar year. The storage fee will be paid (or deducted from amounts owed to the Licensor) no later than November 30 of each license year.

6. **Expenses and Inputs:** Licensee and Licensor shall split evenly the expenses, fertilizer, and other agreed upon inputs to the Subject Property. All of the expenses, however, must be approved by Licensor before they are incurred.

7. **Limited License:** This Agreement grants only a contractual license to use the Subject Property under the terms and conditions stated above. Further, the rights granted by Licensor herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.

8. **Delivery to Ellis Equestrian Center:** Licensee will communicate with Ellis Equestrian Center staff on timeliness and delivery of hay. Licensee will be responsible for delivery of hay bales to Ellis Equestrian Center, and Ellis Equestrian Center staff will be responsible for unloading of hay bales.

9. **Taxes:** Licensor makes no claims as to the tax status of the Subject Property. As required by section 15-15 of the Illinois Property Tax Code, the Licensor will file a copy of the Agreement and a complete description of the premises with the assessment officer. 35 ILCS 200/15-15. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 200/15, at any time during the term of this License, it shall be the obligation of the Licensee to pay such taxes as are incurred during that term. At the termination of this Agreement, Licensee shall pay all taxes incurred, though not yet due and owing. Any such taxes shall be prorated to parallel the license term. Licensee's obligations under this paragraph extend beyond the license year, and until all incurred taxes are paid.

10. **Erodible Soils:** The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.

11. **"As is" Property:** The Licensee has inspected the Subject Property prior to signing this Agreement and accepts the condition of the Subject Property "as is."

12. **Records Requirements:** Licensee shall keep and provide to the Licensor the following records at the end of the License term:

- A. **Soil Samples** – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30, 2020. The Licensee shall apply the minimum amount of fertilizer required to maintain the elemental P (phosphorus) at 80 pounds per acre and elemental K (potassium) at 50 pounds per acre.
- B. **Fertilizers and rates applied.**
- C. **Pesticide applications**, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. **Number and dates of bales harvested from the Subject Property.**

E. Number and dates of bales delivered to Ellis Equestrian Center.

13. **Pesticide Use:**

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace the expired license and shall promptly provide Licensor with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only for the period during which the pesticides are applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in areas owned by the Licensor.
- E. Licensee agrees to indemnify, defend with counsel, and hold harmless the Licensor for all claims, demands, damage, judgments, fees (including attorneys' fees) and costs that may arise out of Licensee's application of pesticides on the Subject Property. Pursuant to 55 ILCS 5/3-9005, any attorney representing the Licensor pursuant to this paragraph must first be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney.

14. **Hazardous Materials:** Licensee shall comply with all federal, state, and local laws, ordinances, rules, and regulations that regulate, restrict, or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

15. **Duty of Care:** The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm in a careful and prudent manner.

16. **Right of Entry:** Licensor reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land.

17. **Termination:** The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensor may terminate this Agreement at any time and for any reason by giving thirty (30) days' notice in writing to the Licensee. In the event of any termination, Licensor shall pay the Licensee for planted but unharvested crops on the Subject Property based on available Kendall County data for the average yield and unit price within Kendall County. Licensor will also reimburse Licensee for reasonable fertilizer and pesticide costs for planted but unharvested crops on the Subject Property, provided the Licensee presents fertilizer and pesticide receipts for these costs. Licensee hereby waives its rights to seek any other amounts from Licensor in the event the License is terminated.



18. **Insurance & Liability:**

- A. Licensee shall obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days' prior written notice, given by the insurance carrier to Licensors. On the Date of Execution, Licensee shall deposit with Licensors certificates evidencing the insurance it is to provide hereunder: (a) Comprehensive business automobile liability insurance in the minimum amount of \$250,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 for property damage; (b) general liability insurance with a combined minimum single limit of \$125,000 for each occurrence for medical, with a \$500,000 general liability aggregate; (c) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed (only if Licensee employs any individuals to perform work on or related to the Subject Property); and (d) employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (only if Licensee employs any individuals to perform work on or related to the Subject Property). Licensors shall be named as Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance. Further a waiver of subrogation with respect to the general liability and workers' compensation shall be issued in favor of Licensors. Also, Licensors shall be designated as the certificate holder. Failure to submit such proof by this date may terminate this License at the sole discretion of the Licensors. All of the above insurance policies must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee agrees to defend with counsel of the Licensors' own choosing, indemnify and hold harmless the Licensors, its past, present and future board members, elected officials, insurers, employees and agents against any and all liability, loss, costs, damages, judgments, liens and expenses (including attorney's fees) which the Licensors, its past, present and future board members, elected officials, insurers, employees and agents may hereafter sustain, incur, or be required to pay arising out of the Licensee's negligence, or performance of or failure to adequately perform its obligations pursuant to this Agreement. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

19. **Illinois Prevailing Wage Act:** The Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act") requires employers to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. To the extent that this Agreement results in Licensee performing covered work under the Act, Licensee shall comply with all requirements of the Act, including, but not limited to, all wage, notice, and record-keeping duties.

20. **Anti-Discrimination Compliance:** Licensee, his officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

21. **Assignment:** This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

22. **Independent Contractor:** It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licenser and is not an employee of the Licenser.

23. **Liens:** Licensee shall, and without any charge to Licenser, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or anything done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licenser may, at Licenser's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by Licenser. Licenser shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that Licenser incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by Licenser in connection therewith or by reason thereof.

24. **Legal Compliance:** Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and obtain all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

25. **Venue:** This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

26. **Legal Remedies:** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

27. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

28. **Waiver:** The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

29. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or personal service and received. Notice should be send to the following parties:

Licensors, send to:

Judy Gilmour, President  
Kendall County Forest Preserve District  
110 W. Madison Street  
Yorkville, Illinois 60560

with a copy to:

Kendall County State's Attorney  
Kendall County Courthouse  
807 John Street  
Yorkville, Illinois 60560

Licensee send to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

30. **Entire Agreement:** This Agreement represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

31. **Authority:** Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this agreement and to obligate the party to the terms of this agreement.

Licensors:

Kendall County Forest Preserve District

By: \_\_\_\_\_  
Judy Gilmour, President

Date: \_\_\_\_\_

Licensee:

By: \_\_\_\_\_

Date: \_\_\_\_\_



Subject Property - Exhibit 1 – Hay Fields and Acreage

