KENDALL COUNTY FOREST PRESERVE DISTRICT OPERATIONS COMMITTEE MEETING AGENDA

WEDNESDAY, JULY 7, 2021 6:00 P.M.

KENDALL COUNTY OFFICE BUILDING - ROOMS 209 AND 210, YORKVILLE IL 60560

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Public Comments
- V. Review of Financial Statements through June 30, 2021
 - Transition from Cash-Based to Accrual-Based Accounting and FY21 Stated Revenue Impacts
- VI. Review of Special Use Permits
 - F3 Crossroads Foundation Veteran Assistance Commission of Kendall County September 10-11, 2021
- VII. Natural Beginnings Parent Survey; Enrollment and Recruitment Strategies, and COVID-19 Policy Updates
- VIII. 20-21 Bow Hunt Survey and Proposed 21-22 Bow Hunt Zones Fees and Charges
- IX. Rental Contract Templates and Special Event Insurance Requirements Updates
- X. Draft Employee Handbook Policies Review
 - Chapters V and VI Review
- XI. Other Items of Business
 - a. Hoover Nature Play Space Hobbit Tunnel Opening Event August 28, 2021 at 11:00 am
 - b. Hoover Forest Preserve Discussion of D. Construction Proposed Improvement Project Options
 - c. OMA / FOIA Officers Training Illinois State Attorney General Website Notice
 - d. License Agreement Renewals
 - e. Illinois Association of Forest Preserve Districts Updates Prohibiting Drone Usage in Preserve Areas
- XII. Public Comments
- XIII. Executive Session
- XIV. Adjournment



P 2 glytdbud 79.0% 50.0% 48.8% 72.3% 208,556,20 -5,695,38 -5,695,38 -5,695,38 -5,695,38 -6,849,22 -13,261,37 -14,035 -1,157,26 1,627,00 1,627,70 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -181,00 -231.26 ,033.96 384.23 AVAILABLE BUDGET -169,277.38 5 000 ENCUMBRANCES 00 -215, 085,883 -332,089,80 -15, 449,38 -17, 489,38 -13,383,59 -13,383,59 -13,383,59 -14,383,59 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,573,26 -17,5 868.74 5,037.04 365.77 YTD ACTUAL -441,406.62 3,000 8,000 1,500 1,000 1,000 1,000 1,000 11,500 -645 -646 -646 -95,379 -95,379 -05,379 161,800 21,626 16,416 14,032 28,789 8,906 1,000 5,668 REVISED BUDGET 1,100 10,071 750 -610,684 -45 -215,029 0 5,000 1,000 11,500 TRANFRS/ ADJSTMTS -9,134 -5,000 7,906 0 500 100 500 -207,306 -6,92 |Kendall County |YEAR-TO-DATE BUDGET REPORT -640,646 -640,646 -591 -620 -500 -510 10,00 161,80 114,03 12,416 14,03 1,000 4,250 4,250 1,100 10,071 250 ORIGINAL APPROP 2,900 8,000 59,514 500 400 400 5,750 -403,378 Transf, from FP Bn
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Credit Card Fee Salaries - Part Salaries - Full Office Supplies Preserve Preserve 19001160 Ellis House 07/06/2021 16:26 dguritz FOR: Forest 51160 51390 62000 Forest 190011 40300 190011 40350 190011 41350 190011 42250 190011 42930 190011 42930 190011 51390 190011 51390 190011 51390 190011 51390 190011 61230 190011 62090 190011 62090 190011 62090 190011 62490 190011 684430 190011 688430 190011 688430 190011 688430 190011 688430 190011 688430 190011 688430 190011 688430 190011 688430 190011 688430 190011 688430 190011 688430 190011 688430 190011 688430 190011 688430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884430 190011 6884 FOR 2021 07 19001160 19001160 19001160 ACCOUNTS 1900 190011



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07/06/2021 16:26 dguritz	Kendall County YEAR-TO-DATE BUDGET	REPORT					P 3 glytdbud
FOR 2021 07							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
19001160 62270 Utilities 19001160 63050 Employer Contr. 19001160 68580 Grounds and Main	6,100 1,756 3,800	20	6,120 1,756 3,800	4,093.98 993.42 2,592.03	000	2,026.02 762.58 1,207.97	656 866 266 268 888
TOTAL Ellis House	23,077	520	23,597	13,950.98	00.	9,646.02	59.1%
19001161 Ellis Barn							
19001161 51160 Salaries - Part 19001161 51390 Salaries - Full 19001161 62270 Utilities 19001161 63050 Employer Contr. 19001161 68580 Grounds and Main	1,100 10,071 6,100 1,756 2,000	00000	1,100 10,071 6,120 1,756 2,000	972.27 5,037.18 3,987.45 1,039.90 1,663.14	00000	127.73 5,033.82 2,132.55 716.10 336.86	∞ ∪ ⊘ ∪ ∞ ∞ ○ ∪ ⊙ ∪ 4 ∪ ∪ ∪ ∪ ∪ % % % % % %
TOTAL Ellis Barn	21,027	20	21,047	12,699.94	00.	8,347.06	0.3
19001162 Ellis Grounds							
19001162 42250 Revenue 19001162 51160 Salaries - Part 19001162 51390 Salaries - Full 19001162 63050 Employer Contr. 19001162 68580 Grounds and Main	-22,087 2,200 20,142 3,512 4,000	00000	-22,087 2,200 20,142 3,512 4,000	1,375.50 10,074.22 1,964.58 2,710.69	00000	-21,321.95 824.50 10,067.78 1,547.42 1,289.31	67776
TOTAL Ellis Grounds	7,767	0	7,767	15,359.94	00.	-7,592.94	197.8%
19001163 Ellis Camps							
19001163 42250 Revenue 19001163 51160 Salaries - Part 19001163 63030 Program Supplies 19001163 63040 Security Deposit 19001163 63050 Employer Contr.	1,605 1,605 100 219	-3,645 1,460 350 298	-6,250 3,110 450 500 517	-6,240.00 310.40 145.82 26.91	00000	2,799.60 304.18 500.00 490.09	3109 320.00 320.00 3000000000000000000000000
TOTAL Ellis Camps	989-	-1,037	-1,673	-5,756.87	00 *	4,083.87	344.1%
19001164 Ellis Riding Lessions							
19001164 42250 Revenue	-56,817	-1,000	-57,817	-42,305.00	00.	-15,512.00	73.2%*



|P 4 |glytdbud 65.3%* 1111.7%* 25.8%* 106.1%* 7 7 0 0 0 0 0 0 0 0 65.9% 54.4% 42.5% 58.7%* 233.3% -114.1% -109.6% 178.8% 200.00 11,823.35 3,422.52 -1,500.00 6,610.00 895.00 2,505.93 AVAILABLE BUDGET -1,465.00 -548.30 222.69 -37.70 -397.00 2,015.00 500.00 304.00 150.00 -7,970.00 7,754.04 1,200.00 1,300.08 8,044.80 .31 572.00 -5,040.00 00000 0000000 00 0000 00 00 0000 00 00 ENCUMBRANCES 25,814.65 5,777.48 1,500.00 2,390.00 2,430.07 -2,761.00 5,224.30 77.31 659.70 -1,345.00 .00 .00 .00 -15,390.00 9,245.96 -4,287.80 -1,345.00 959.92 -5,184.12 -7,150.00 37,638 9,200 -1,742 2,015 500 304 150 -23,360 17,000 1,200 2,260 REVISED BUDGET 9,000 1,000 4,936 226 676 300 622 2,900 -12,190 1,372 1,227 44 TRANFRS/ ADJSTMTS 150 -1,975 0 0 1,100 1,100 1,000 1,000 100 1,600 100 150 -1,975-4,565 Kendall County YEAR-TO-DATE BUDGET REPORT -21,385 17,000 1,200 2,260 37,638 8,100 8,500 4,936 -4,226 4,676 200 622 -1,742 2,015 500 304 ORIGINAL APPROP 2,157 1,077 -7,625 1,272 Revenue Salaries - Part Program Supplies Employer Contr. Revenue Salaries - Part Vet & Farrier Employer Contr. Volunteer Expens Donations Salaries - Part Animal Care & Su Horse Acquisitio Vet & Farrier Security Deposit Employer Contr. Parties Revenue Salaries - Part Animal Care & Su Riding Lessions Public Programs Parties Public Programs Sunrise Center Birthday Sunrise Preserve Employer Birthday Weddings Revenue TOTAL Ellis Ellis TOTAL Ellis TOTAL Ellis 07/06/2021 16:26 dguritz FOR: Forest 19001164 42860 19001164 51160 19001164 63010 19001164 63010 19001164 63020 19001164 63040 19001164 63050 19001165 42250 19001165 51160 19001165 63030 19001165 63050 19001166 42250 19001166 51160 19001166 63020 19001166 63050 19001166 68570 42250 51160 63000 63050 Ellis Ellis Ellis Ellis 19001168 42250 FOR 2021 07 TOTAL 19001167 19001167 19001167 19001167 ACCOUNTS 1900 19001165 19001166 19001167 19001168





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07/06/2021 16:26 dguritz	Kendall County YEAR-TO-DATE BUDGET	REPORT					P 6 glytdbud
FOR 2021 07							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YID ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT
19001171 68580 Grounds and Main	4,000	0	4,000	916.91	00.	3,083.09	22.9%
TOTAL Hoover	121,491	-3,748	117,743	59,456.72	00*	58,286.28	50.5%
19001172 Hoover Bunkhouse							
42250 Revenue	-11,37	00	37	-4,500.00	0	870.0	9
19001172 19100 Security Deposit 19001172 51160 Salaries - Part 19001172 51390 Salaries - Full	11,848 21,975	0 -4,056 0	7,792 7,792 21,975	01	000	-2,000.00 3,773.46 9,808.00	1.00°%
63060 Employer	5,53	-673	4,86	2,410.2 3,453.3	000	453.7 354.7	r 40 00
TOTAL Hoover Bunkhouse	30,798	-4,729	26,069	17,549.12	00*	8,519.88	67.3%
19001173 Hoover Campsite							
19001173 42250 Revenue 19001173 51160 Salaries - Part 19001173 51390 Salaries - Full	-1,655 5,924 10,987	0 0	-1,655 3,896 10,987	-1,865.00 2,009.79 6,083.37	000	210.00 1,886.21 4,903.63	112.7% 51.6% 55.4%
63060	00	-337	43,40	,205.1 ,726.6	00	,226.8 678.3	9.6
TOTAL Hoover Campsite	20,430	-2,365	18,065	9,159.96	00*	8,905.04	50.7%
19001174 Hoover Meadowhawk Lodge							
19001174 42250 Revenue 19001174 43450 Security Deposit 19001174 51160 Salaries - Part 19001174 51390 Salaries - Fuli 19001174 63050 Employer Contr. 19001174 63060 ER Contr Health/	-10,337 -4,617 5,924 10,987 2,769 2,405	-2,028 -337 -337	-10,337 -4,617 3,896 10,987 2,432 2,405	-5,275.00 -2,805.00 6,083.37 1,204.89	000000	1,812.00 1,812.00 1,812.00 4,983.28 1,227.11 678.33	0.00047 0.00047 0.00004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.00004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.0004 0.000
TOTAL Hoover Meadowhawk Lodge	ge 7,131	-2,365	4,766	2,941.65	00**	1,824.35	61.7%
19001175 Environmental Education							
19001175 42860 Donations	-500	0	-500	00.	00 *	-500.00	* % O



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07/06/2021 16:26 Kendall County dguritz YEAR-TO-DATE BUDGE	H	REPORT				22	P 7
FOR 2021 07							
ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL Environmental Education	-500	0	-500	000*	00 *	-500.00	%0.
19001176 Environmental Education School							
19001176 42250 Revenue 19001176 51160 Salaries - Part 19001176 51390 Salaries - Full 19001176 63050 Employer Contr.	-5,357 10,000 17,823 3,896	0000	-5,357 10,000 17,823 3,896	-150.00 369.35 10,231.71 1,807.34	0000	-5,207.00 9,630.65 7,591.29 2,088.66	22 22 24 35 36 36 36 36 36 36 36 36 36 36 36 36 36
TOTAL Environmental Education School	26,362	0	26,362	12,258.40	00*	14,103.60	46.5%
19001177 Environmental Education Camps							
19001177 42250 Revenue 19001177 51160 Salaries - Part 19001177 51390 Salaries - Full 19001177 63030 Program Supplies 19001177 63040 Security Deposit 19001177 63050 Employer Contr.	-17,620 18,100 11,098 2,538	-2,400 0 0 1,200	-20,020 18,100 11,098 1,209 2,538	-34,360.00 4,322.42 6,324.30 11,807.17	000000	14,340.00 3,727.58 4,773.70 60.54 430.00 1,030.83	171. 54.0 57.0 71.0 64.2 48.4
TOTAL Environmental Education Camps	4,316	-1,191	3,125	-21,237.65	00 *	24,362.65	-679.6%
19001178 Environmental Educ. Natrl Beg.							
19001178 42250 Revenue 19001178 42860 Donations 19001178 51160 Salaries - Part 19001178 51390 Salaries - Full 19001178 63030 Program Supplies 19001178 63040 Security Deposit 19001178 63050 Employer Contr.	-97,194 -800 52,935 29,981 1,000 11,575	-12,806 0 0 1,000 3,500	-110,000 52,935 29,981 2,000 11,575	-50,916.22 37,780.96 16,163.13 843.23 810.00 7,397.71	0000000	-59,083.78 15,154.04 13,817.87 1,156.77 2,690.00	4
TOTAL Environmental Educ. Natrl Beg	-2,503	-8,306	-10,809	12,078.81	00.	-22,887.81	-111.7%
19001179 Environ. Educ. Other Pblc Prg							
19001179 42250 Revenue	-12,589	-4,846	-17,435	-13,632.00	00.	-3,803.00	78.2%*



P 8 glytdbud 100.0%* 3.7% 27.1% 42.7% 100.0% 112.8% PCT 29.19 -24,386.00 -1,950.00 10,455.00 40,981.94 6,308.54 7,911.50 -289.12 10,811.89 2,576.24 1,442.30 169.12 280.00 13.21 .926.25 379.05 72.94 205.04 -145.75 -11.15 AVAILABLE BUDGET -156.90 2 000000000000 00000 0000 00 ENCUMBRANCES 00 00 00 4,573.76 1,587.70 80.88 720.00 676.79 -210.00 -2,880.00 4,843.47 47,651.06 8,691.46 5,188.50 289.12 289.12 17,056.32 73.75 807.95 27.06 152.96 145.75 11.15 YTD ACTUAL 1,061.72 56.90 -5,992.87 -24,596 -1,950 -2,625 0 15,299 88,633 15,000 13,100 REVISED BUDGET 150 030 250 690 2,000 1,187 1,00 358 888 899 5,315 645 3,7 15, 21,000 -9,174 3,696 10,000 -1,241 TRANFRS/ ADJSTMTS 1,000 1,356 249 0 0000 00 -2,490Kendall County YEAR-TO-DATE BUDGET REPORT -17,347 -17,950 -21,625 -24,403 84,937 15,000 17,124 29,899 ORIGINAL APPROP 5,794 3,030 250 690 2,000 1,187 100 358 00 0 3,645 -2,825 Prg Nature Nature Resources Pblc TOTAL Environmental Educ. Other Other οĘ Revenue
Donations
Picnic Fees and
Preserve Improve
Salaries - Part
Salaries - Full
Equipment
Gasoline / Fuel
Uniforms / Cloth
Security Deposit
Employer Contr.
ER Contr Health/ Salaries - Part Salaries - Full Program Supplies Security Deposit Employer Contr. Salaries - Part Salaries - Full Program Supplies Employer Contr. Other οĘ Salaries - Part Employer Contr. Laws Educ. Natural Laws Educ. Educ. Preserve Educ. Environmental and Environ. Environ. Environ. Grounds 07/06/2021 16:26 dguritz Forest 19001179 51160 19001179 51390 19001179 63030 19001179 63040 19001179 63050 19001183 42250 19001183 42860 19001183 42900 19001183 51160 19001183 51390 19001183 62400 19001183 62400 19001183 63050 19001183 63050 19001180 51160 19001180 51390 19001180 63030 19001180 63050 51160 63050 FOR 2021 07 FOR: TOTAL TOTAL ACCOUNTS 1900 19001181 19001180 19001181 19001183



07/06/2021 16:26 Kenda dguritz YEAR-	Kendall County YEAR-TO-DATE BUDGET RE	REPORT				10 E	P 9 P 9 glytdbud
FOR 2021 07 ACCOUNTS FOR: 1900 Forest Preserve	ORIGINAL	TRANFES/ ADJSTMTS	REVISED	Telling CHV	FNCTMBDBNCEC	AVAILABLE	PCT
			1000	THO TOU GET	ENCOMBINATION	DODGET	OSED
19001183 63070 Refuse Pickup 19001183 63090 Natural Gas 19001183 63110 Shop Supplies 19001183 63540 Telephones 19001183 68530 Preserve Improve	6,500 3,500 1,000 11,750	3,150 250 250	6,500 3,475 4,150 11,750	5,715.82 1,811.94 1,958.06 5,253.30	00000	784.18 1,663.06 2,191.94 6,496.70 -290.86	87.9% 47.2% 44.7% 216.3%
TOTAL Grounds and Natural Resources	es 154,311	20,457	174,768	101,031.02	00 *	73,736.98	57.8%
19001184 Pickerill - Pigott	Ĭ						
19001184 42900 Picnic Fees and 19001184 63100 Electric	-11,198 7,453	-1,386 -3	-12,584 7,450	-5,230.00 3,711.91	000.	-7,354.00 3,738.09	41.64 49.8% **
TOTAL Pickerill - Pigott	-3,745	-1,389	-5,134	-1,518.09	00.	-3,615.91	29.6%
TOTAL Forest Preserve	0	-215,319	-215,319	-237,960.26	00.	22,641.26	110.5%
TOTAL REVENUES TOTAL EXPENSES	JES -1,091,803 SES 1,091,803	-248,080 32,761	-1,339,883 1,124,564	-868,195.13 630,234.87	000:	-471,687.87 494,329.13	

							E	munis:
07/06/2021 16:26 dguritz	Kendall County YEAR-TO-DATE BUDG	H	REPORT				25	P 10 glytdbud
FOR 2021 07								
ACCOUNTS FOR: 1901 FP Bond Proceeds 2007		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT
190111 FP Bond Proceeds 2007								
41350		-200	335 45	135	-19.46	000.	44	4.1
		12,942	145,308	158,250	158,250.00			
61410 Trans to 61410 Trnsf. t 68640 Fiscal P		3,500	393, 698 393, 698 54, 313 -3, 500	393,698 54,313 0	393,698:00 54,313:00	0000		000 000 000 000 000
TOTAL FP Bond Proceeds 2007		578,040	28,401	606,441	606,287.77	00	153.23	100.0%
TOTAL FP Bond Proceeds 2007		578,040	28,401	606,441	606,287.77	00.	153.23	100.0%
TOTAL	REVENUES EXPENSES	-200 578,240	335	135	-19.46 606,307.23	000.	154.46	



|P 11 |glytdbud 12.52.20 100.00%% 1000.00%% 1000.00%% -207,538.49-1199.1% -207,538.49-1199.1% -205,951.36 -1,137.13 -450.00 AVAILABLE BUDGET -207,088.49 -450.00 00000 00. 00. 00. ENCUMBRANCES -224,548.64 -162.87 450.00 30,825.00 385,000.00 191,563.49 191,563.49 YTD ACTUAL -224,711.51 416,275.00 -430,500 -1,300 30,825 385,000 -431,800 415,825 REVISED BUDGET -15,975 -15,975 TRANFRS/ ADJSTMTS 00000 0 00 0 |Kendall County |YEAR-TO-DATE BUDGET REPORT ORIGINAL APPROP 30,825 385,000 -430,500 -1,300 -431,800 415,825 -15,975 -15,975 TOTAL REVENUES TOTAL EXPENSES 190211 41010 Current Property T 190211 41350 Interest Income 190211 68640 Fiscal Agent Fee 190211 68650 Debt Service Inter 190211 68700 Debt Service Princ TOTAL FP Debt Service 2012 Debt Service 2012 ACCOUNTS FOR: 1902 FP Debt Service 2012 190211 FP Debt Service 2012 07/06/2021 16:26 dguritz TOTAL FP FOR 2021 07



|P 12 |glytdbud -2,200,361.38 -842.19 00 .00 .50 .50 .00 AVAILABLE BUDGET ENCUMBRANCES -2,404,826.62 -357.81 475.00 355,017.50 45,000.00 294,187.50 100,000.00 627,625.00 2,765,000.00 YTD ACTUAL -4,605,188 -1,200 1,200 355,018 355,018 45,000 294,188 100,000 627,625 2,765,000 REVISED BUDGET TRANFRS/ ADJSTMTS 9475 950 000 000 000 |Kendall County |YEAR-TO-DATE BUDGET REPORT 355,018 45,000 294,188 100,000 627,625 2,765,000 ORIGINAL APPROP -4,605,188 -1,200 ACCOUNTS FOR: 1903 FP Debt Service 2015/2016/2017 Service 2015/2016/2017 Current Property T Interest Income Miscellaneous Expe Fiscal Agent Fee Dbt Srv 2015 Inter Dbt Srv 2016 Princ Dbt Srv 2016 Princ Dbt Srv 2017 Inter Dbt Srv 2017 Inter Dbt Srv 2017 Princ 07/06/2021 16:26 dguritz Debt FOR 2021 07 190311 41010 190311 41350 190311 66500 190311 68710 190311 68720 190311 68730 190311 68730 190311 68740 190311 68750 190311 FP

-426.4% -426.4%

-2,201,202.57 -2,201,202.57

00.

1,783,070.57

-418,132 -418,132

1,425

1,783,070.57

-2,201,203.57 1.00

000.

-2,405,184.43 4,188,255.00

-4,606,388 4,188,256

1,425

-4,606,388 4,186,831

TOTAL REVENUES TOTAL EXPENSES

-419,557 -419,557

2015/2016/2017 2015/2016/2017

Debt Service Debt Service

TOTAL FP

FР

TOTAL



07/06/2021 16:26	Kendall County YEAR-TO-DATE BUDGET REPORT	PORT				<u>a </u>	P 13 glytdbud
FOR 2021 07 ACCOUNTS FOR: 1904 FP Restricted Subat Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT
190411 FP Restricted Subat Fund							
190411 41350 Interest Income 190411 62150 Contractual Servic	-8,570 40,000	1,855	-6,715 40,000	-287.67	000.	-6,427.33 40,000.00	4. %% *
TOTAL FP Restricted Subat Fund	31,430	1,855	33,285	-287.67	00.	33,572.67	⊘ %
TOTAL FP Restricted Subat Fund	31,430	1,855	33,285	-287.67	00.	33,572.67	ا. س
TOTAL REVENUES TOTAL EXPENSES	-8,570 40,000	1,855	-6,715 40,000	-287.67	00.	-6,427.33 40,000.00	



|P 14 |glytdbud 100.0% 100.0% PCT USED -158,250.00 158,250.00 4,253.76 -4,253.44 .32 .32 AVAILABLE BUDGET -158,250.00 158,250.32 0000000 00. 000. 00. ENCUMBRANCES 24,093.44 200.00 YTD ACTUAL -158,250.00 -133,172.32 -133,172.32 -158,250.00 25,077.68 -158,250 -158,250 158,250 5,238 19,840 0 -316,500 183,328 REVISED BUDGET -133,172 -133,172 TRANFRS/ ADJSTMTS -145,308 0 158,250 19,840 19,840 -5,125 -145,308 139,280 -6,028 -6,028 |Kendall County |YEAR-TO-DATE BUDGET REPORT ORIGINAL APPROP 5,125 38,923 -127,144 -171,192 44,048 -12,942 -158,250 -127,144 TOTAL REVENUES TOTAL EXPENSES O Transf. from FP Bn
O Grant Award
O Trnsf. to FP Capit
O Supplies
O Contractual Servic
O Construction TOTAL OSLAD Outdoor Rec. Acq 190511 OSLAD Outdoor Rec. Acq. TOTAL OSLAD Grant ACCOUNTS FOR: 1905 OSLAD Grant 07/06/2021 16:26 dguritz 190511 40300 190511 42970 190511 61420 190511 70040 190511 70050 190511 70330 FOR 2021 07



|P 15 |glytdbud 245.7% .0% 100.0% * 100.0% 100.0% 42.24 .00 -56.83 42.24 AVAILABLE BUDGET -14.59-14.59 0000 00. 00 00. ENCUMBRANCES -71.24 .00 .215,085.83 164,116.00 YTD ACTUAL -71.24 379,201.83 379,130.59 379,130.59 215,029 164,116 REVISED BUDGET -29 0 -29 379,145 379,116 379,116 3,721 -386,620 215,029 164,116 TRANFRS/ ADJSTMTS 3,721 -3,754 -3,754 |Kendall County |YEAR-TO-DATE BUDGET REPORT ORIGINAL APPROP -3,750 386,620 0 -3,750 386,620 382,870 382,870 TOTAL REVENUES TOTAL EXPENSES TOTAL Forest Preserve Improvement TOTAL Forest Preserve Improvement ACCOUNTS FOR: 1906 Forest Preserve Improvement 190611 Forest Preserve Improvement Interest Income Transf. to FP Bnd Transf. to Forest Trans to FP Capita 07/06/2021 16:26 dguritz 190611 41350 190611 61300 190611 61340 190611 61400 FOR 2021 07



|P 16 |glytdbud 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 %% % 0% -30,000.00 -158,250.00 -158,250.00 -165.92 -25,000.00 -11,000.00 -10,000.00 -10,000.00 -14,011.34 371,595.95 2,944.01 20,000.00 12,714.16 AVAILABLE BUDGET 280,342.11 000 .00 00 ENCUMBRANCES 00 000 00 00 -393,698.00 .00 -164,116.00 -34.08 -14,450.57 8,994.05 9,055.99 2,420.00 19,750.66 000 YTD ACTUAL 00 12,285.84 00 -519,792.11 -393,698 -30,000 -164,116 -158,250 -200 -5,000 REVISED BUDGET -11,000 -10,000 52,700 33,762 33,762 380,590 12,000 20,000 0 25,000 00 -239,450 25,000 23,177 170,800 170,800 10,000 111,000 122,685 123,762 123,685 120,000 14,88,485 160,000 25,000 -393,698 -30,000 460,139 -158,250 TRANFRS/ ADJSTMTS -10,000 -332,964 -19,000 -92,000 Kendall County YEAR-TO-DATE BUDGET REPORT ORIGINAL APPROP 1,488,485 60,000 -200 -50,000 -23,177 -170,800 -10,000 9,000 -624,255 93,514 46,447 92,000 210,214 19,000 Exp TOTAL Forest Preserve Capital Exp. Exp. Exp. Preserve Capital Exp Exp. TOTAL Forest Preserve Capital Transf. from FP Bn
Transf fr Fox Rvr
Transf. from Proj.
Transf. from OSLAD
Interest Income
Other Revenue
Morton Arboretum U
Trail Improvement
Land Acq. Grant IC
Preserve Improvement
ICECF Filot Pollina
ICECF Filot Pollina
ICECF Filot Pollina
ICECF Filot Pollina
ICECF Filot Follina
ICECF Filot Expen
Land / Right of Wa
Project Fund Expen
Land / Right of Wa
Project Fund Expen
ICECF Filot Pollina
ICECF Filot Filot Pollina
ICECF Filot Pollina
ICECF Filot Filot Pollina
ICECF Filot Filo Preserve Capital Preserve Capital Equipment Preserve Improve Natural Areas Ma 190711 Forest Preserve 07/06/2021 16:26 dguritz FOR: Forest 19071171 Forest 19071171 62160 19071171 68530 19071182 Forest 19071182 68300 FOR 2021 07 ACCOUNTS 1907

07/06/2021 16:26 Kendall Cou dguritz YEAR-TO-DAI	Kendall County YEAR-TO-DATE BUDGET REPORT	EPORT				=3.	P 17 glytdbud
FOR 2021 07	TENTOTO	/ Schwege	0 F7 FB CB				;
1907 Forest Preserve Capital Exp.	APPROP	ADJSTMTS	BUDGET	YID ACTUAL	ENCUMBRANCES	AVALLABLE BUDGET	USED
TOTAL Forest Preserve Capital Exp.	92,000	-92,000	0	00.	00.	00 *	%
TOTAL Forest Preserve Capital Exp.	204,514	-443,964	-239,450	-519,792.11	00.	280,342.11	217.18
TOTAL REVENUES TOTAL EXPENSES	-1,711,632 1,916,146	914,368 -1,358,332	-797,264 557,814	-572,298.65 52,506.54	000	-224,965.35 505,307.46	



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07/06/2021 16:26 Kendall C dguritz YEAR-TO-D	Kendall County YEAR-TO-DATE BUDGET REPORT	PORT				11.01	P 18 glytdbud
FOR 2021 07							
ACCOUNTS FOR: 1908 Fox River Bluffs Access RTP Gr	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT
190811 Fox River Bluffs Access RTP Gr							
190811 40300 Transf, from FP Bn 190811 42970 Grant Award	-44,375 -177,100	44,375 177,100	00	000	000	00.	% % O O
TOTAL Fox River Bluffs Access RTP Gr	-221,475	221,475	0	00.	00	00.	%0.
TOTAL Fox River Bluffs Access RTP Gr	-221,475	221,475	0	00.	00.	00.	o/o •
TOTAL REVENUES	-221,475	221,475	0	00*	00.	00.	



P 19 glytdbud 100.0% 100.0% 30,000.00 AVAILABLE BUDGET 00. 00 -30,000.00 0000 00. 00. 00. ENCUMBRANCES 15,000.00 -54,313.00 15,000.00 YTD ACTUAL -54,313.00 -39,313.00 -39,313.00 -54,313 -30,000 30,000 15,000 REVISED BUDGET -84,313 45,000 -39,313 -39,313 TRANFRS/ ADJSTMTS 15,000 0 -54,313 0 -54,313 15,000 -39,313 -39,313 |Kendall County |YEAR-TO-DATE BUDGET REPORT ORIGINAL APPROP -30,000 15,000 15,000 -30,000 0 TOTAL REVENUES TOTAL EXPENSES TOTAL FP Fox River Bluffs Crop Conv. TOTAL FP Fox River Bluffs Crop Conv. ACCOUNTS FOR: 1909 FP Fox River Bluffs Crop Conv. 190911 FP Fox River Bluffs Crop Conv. Transf. from FP Bn Grant Award Transf. to FP Bnd Miscellaneous Expe 07/06/2021 16:26 dguritz 190911 40300 190911 42970 190911 61300 190911 66500 FOR 2021 07



07/06/2021 16:26	Kendall County YEAR-TO-DATE BUDGET RE	REPORT				ici e	yer en solution P 20 glytdbud
FOR 2021 07 ACCOUNTS FOR: 1910 FP Land Cash	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT
191011 FP Land Cash							
191011 40380 Trnsfr. fr Capital 191011 42490 Other Revenue	0 000 - 28 -	-52,700	-52,700	00.	00.	-52,700.00	· · · · · · · · · · · · · · · · · · ·
42910	000	-157,514	-157,514	-157,514.00	000	000	% % 0.0
191011 61300 Transf. to FP Bnd	189.514	-136,640	-136,640	000	000	-136,640.00	
67410	0	210,214	210,214	2,000:00	000	208,214.00	% % 0 0
TOTAL FP Land Cash	157,514	-294,154	-136,640	-155,514.00	00.	18,874.00	
TOTAL FP Land Cash	157,514	-294,154	-136,640	-155,514.00	00 *	18,874.00	113.8%
TOTAL REVENUES TOTAL EXPENSES	-32,000 189,514	-314,854 20,700	-346,854 210,214	-157,514.00 2,000.00	00.	-189,340.00 208,214.00	



P 21 |glytdbud % .0% ٥/٥ AVAILABLE BUDGET 25,000.00 25,000.00 25,000.00 25,000.00 00. 00. 00. 00. ENCUMBRANCES YTD ACTUAL 00. 00. 00. 00 REVISED BUDGET 25,000 25,000 25,000 25,000 TRANFRS/ ADJSTMTS 0 0 0 0 |Kendall County |YEAR-TO-DATE BUDGET REPORT ORIGINAL APPROP 25,000 25,000 25,000 25,000 TOTAL EXPENSES TOTAL FP Liability Insurance Fund TOTAL FP Liability Insurance Fund ACCOUNTS FOR: 1911 FP Liability Insurance Fund 191111 FP Liability Insurance Fund 191111 68990 Claims 07/06/2021 16:26 dguritz FOR 2021 07

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P 22 |glytdbud |Kendall County |YEAR-TO-DATE BUDGET REPORT 07/06/2021 16:26 dguritz

FOR 2021 07

BUDGET USED	.00 -2,028,222.06-1215.78
₹	-2,028
ENCUMBRANCES	00 *
YTD ACTUAL	1,874,063.06
BUDGET	-154,159
ADJSTMTS	-749,376
APPROP	595,217
	GRAND TOTAL

** END OF REPORT - Generated by David Guritz **

To: Kendall County Forest Preserve District Operations Committee

From: David Guritz, Executive Director

RE: Transition to Accrual-Based Accounting

Date: July 7, 2021

The Kendall County Treasurer's Office is in process of making adjustments to the District's YTD financial reports as the transition is made from our current cash-accounting basis to an accrual-accounting basis.

Accrual accounting is a method of accounting where revenues and expenses are recorded when they are earned, regardless of when the money is actually received or paid. For example, you would record revenue when a project is complete, rather than when you get paid. This method is more commonly used than the cash method.

https://www.accountingtools.com/articles/what-is-the-accrual-basis-of-accounting.html

This transition will impact the District's Operating Fund (Fund 1900) starting fund balance (report attached). The FY21 audit report shows states a beginning FY21 fund balance of \$179,115 v/s the \$196,821 cash-basis figure posted at the end of FY20, reducing the starting fund balance by (\$17,706).

This will also impact the District's posted revenues for FY21. Currently, the District is carrying unearned FY22 revenues for facility rentals and weddings, Natural Beginnings tuition payments, and possibly farm license revenues. As we approach the end of FY21, there will be additional projections work required to determine the full extent of unearned revenues posted in the FY21 financials that will be deducted as part of the audit process.

KENDALL COUNTY FOREST PRESERVE DISTRICT

County Revenues by Source and Expenditures by Function Last Five Fiscal Years (Information Presented Under Modified Accrual Basis) For Discussions Purposes Only

	2016	2017	2018	2019	2020
Revenues by amount		2017			2020
Property taxes	4,703,288	4,973,937	5,298,411	4,843,318	5,282,543
Intergovernmental revenues	-	-	667,250	174,390	168,520
Fees, fines, and charges	301,204	304,047	320,931	358,281	250,362
Project fund	203,405	263,419	158,834	189,684	150,492
Interest	2,213	2,654	25,884	33,730	13,842
Other revenues	40,423	58,675	704,405	63,293	71,631
Total revenues	5,250,533	5,602,732	7,175,715	5,662,696	5,937,390
Revenues by percentage					
Property taxes	89.58%	88.78%	73.84%	85.53%	88.97%
Intergovernmental revenues	0.00%	0.00%	9.30%	3.08%	2.84%
Revenues from services	5.74%	5.42%	4.47%	6.33%	4.22%
Project fund	3.87%	4.70%	2.21%	3.35%	2.53%
Interest	0.04%	0.05%	0.36%	0.60%	0.23%
Other revenue	0.77%	1.05%	9.82%	1.12%	1.21%
Total revenues	100.00%	100.00%	100.00%	100.00%	100.00%
Expenditures by amount					
Culture and recreation	1,099,722	1,109,092	1,057,798	1,405,745	1,346,121
Debt service	4,148,561	4,135,658	4,663,913	4,367,016	4,492,141
Capital outlay		239,953	1,509,487		588,063
Total revenues	5,248,283	5,484,703	7,231,198	5,772,761	6,426,325
Expenditures by percentage					
Culture and recreation	20.95%	20.22%	14.63%	24.35%	20.95%
Debt service	79.05%	75.40%	64.50%	75.65%	69.90%
Capital outlay	0.00%	4.38%	20.87%	0.00%	9.15%
Total revenues	100.00%	100.00%	100.00%	100.00%	100.00%

KENDALL COUNTY FOREST PRESERVE DISTRICT

County General Information
Last Five Fiscal Years
(Information Presented Under Modified Accrual Basis)
For Discussions Purposes Only

	2016	2017	2018	2019	2020
Total fund balance - all funds	7,414,011	7,730,220	7,674,737	7,564,672	7,075,737
Cash and investments on hand	7,434,002	7,739,740	7,701,229	7,581,121	7,092,594
General fund - fund balance	269,180	303,042	317,983	326,072	179,115
Change in fund balance - all funds	159,042	316,209	(55,483)	(110,065)	(488,935)
General fund expenditures	1,014,737	1,045,771	1,087,971	1,102,348	1,209,419
Number of days in general fund balance	95.50	104.32	106.68	106.68	54.06

Client: Report: KENDALL COUNTY
Adjusting Journal Entries

		Workpaper		
Account	Description	Reference	Debit	Credit
AJE-01		FP-AA-1		
To account for interest in property taxes 1900-1141350	Interest Income		5.00	0.00
1900-1141010	Current Property Tax		0.00	5.00
Total	current roperty rax		5.00	5.00
1000				
AJE-02 To account for interest in property taxes				
1902-1141350	Interest Income		3.00	0.00
1902-1141010	Current Property Tax		0.00	3.00
Total			3.00	3.00
AJE-03				
To account for interest in property taxes				
1903-1141350	Interest Income		32.00	0.00
1903-1141010	Current Property Tax		0.00	32.00
Total			32.00	32.00
AJE-04				
To adjust beginning balances to accrual			****	
1900-09021100	Accounts Receivable		26,311.00	0.00
1900-08002000	Accounts Payable		0.00	11,381.00 11,739.00
1900-02496600 1900-025010000	Accrued Payroll Refundable Deposit		0.00	19,000.00
1900-023010000	Fund Balance-unres undesig		15,809.00	0.00
1901-08002000	Accounts Payable		0.00	640.00
1901-000035900	Fund Balance-unres undesig		640.00	0.00
Total			42,760.00	42,760.00
AJE-05				
To reverse prior year accruals				
1900-08002000	Accounts Payable		11,381.00	0.00
1900-116062270	Utilities		0.00	696.00
1900-116068580	Grounds and Maintenance		0.00	419.00
1900-116763000 1900-118443450	Animal Care & Supplies SECURITY DEPOSIT - PICKERILL PIGOTT		0.00	564.00 315.00
1900-117163090	Natural Gas		0.00	710.00
1900-1163510	Electric		0.00	1,606.00
1900-118362160	Equipment		0.00	3,577.00
1900-118362180	Gasoline / Fuel / Oil		0.00	586.00
1900-116863070	Refuse Pickup		0.00	455.00
1900-117163090	Natural Gas		0.00	535.00
1900-118363540	Telephones		0.00	1,020.00
1900-1163510	Electric		0.00 11,739.00	898.00 0.00
1900-02496600 1900-1151390	Accrued Payroll Salaries - Full Time		0.00	3,528.00
1900-1151390	Salaries - Full Time		0.00	408.00
1900-1151390	Salaries - Full Time		0.00	251.00
1900-1151390	Salaries - Full Time		0.00	34.00
1900-1151390	Salaries - Full Time		0.00	62.00
1900-1151390	Salaries - Full Time		0.00	1,624.00
1900-1151390	Salaries - Full Time		0.00	912.00
1900-117851160 Total	Salaries - Part Time		0.00 23,120.00	4,920.00 23,120.00
ALF 00				
AJE-09 PBC - Record Accounts Payables				
1900-1163510	Electric		139.00	0.00
1900-1168000	Liability Insurance Premiums		6,541.00	0.00
1900-116062270	Utilities		152.00	0.00
1900-116463000	Animal Care & Supplies Vet & Farrier		282.00 440.00	0.00 0.00
1900-116463020 1900-117162270	Utilities		285.00	0.00
1900-1171632270 1900-117163090	Natural Gas		531.00	0.00
1900-117163100	Electric		1,255.00	0.00
1900-118362160	Equipment		391.00	0.00
1900-118362180	Gasoline / Fuel / Oil		765.00	0.00
1900-118363070	Refuse Pickup		204.00	0.00
1900-118363090	Natural Gas		294.00	0.00

1900-118363540	Telephones		985.00	0.00
1900-118463100	Electric		184.00	0.00
1900-1120100	Accounts Payable		0.00	12,448.00
Total			12,448.00	12,448.00
			-	
AJE-11				
PBC - Record Accrued Payroll				
1900-1151390	Salaries - Full Time		4,432.00	0.00
1900-116051160	Salaries - Part Time		225.00	0.00
1900-116151160	Salaries - Part Time		694.00	0.00
1900-116251160	Salaries - Part Time		522.00	0.00
1900-116551160	Salaries - Part Time		55.00	0.00
1900-116751160	Salaries - Part Time		307.00	0.00
1900-117151160	Salaries - Part Time		271.00	0.00
1900-117151390	Salaries - Full Time		1,035.00	0.00
1900-117251160	Salaries - Part Time		136.00	0.00
1900-117251390	Salaries - Full Time		404.00	0.00
1900-117351160	Salaries - Part Time		68.00	0.00
1900-117351390	Salaries - Full Time		202.00	0.00
1900-117451160	Salaries - Part Time		68.00	0.00
1900-117451390	Salaries - Full Time		202.00	0.00
1900-117651390	Salaries - Full Time		448.00	0.00
1900-117751390	Salaries - Full Time		277.00	0.00
1900-117851160	Salaries - Part Time		1,489.00	0.00
1900-117851390	Salaries - Full Time		196.00	0.00
1900-117951160	Salaries - Part Time		141.00	0.00
1900-117951390	Salaries - Full Time		29.00	0.00
1900-118051390	Salaries - Full Time		74.00	0.00
1900-118351160	Salaries - Part Time		170.00	0.00
1900-118351390	Salaries - Full Time		275.00	0.00
1900-1120200	Accrued Payroll		0.00	11,720.00
Total			11,720.00	11,720.00
		FP-AA-1		
AJE-18		FF-AA-1		
To record deferred property tax revenues	O. f. and D. and T. Trans		0.00	640,646.00
1900-90021102	Deferred Property Taxes		640,646.00	0.00
1900-90021101	Property Tax Receivable		430,500.00	0.00
1902-90021101	Property Tax Receivable		0.00	430,500.00
1902-90021102	Deferred Property Taxes Deferred Property Taxes		0.00	4,605,188.00
1903-90021102			4,605,188.00	0.00
1903-90021101	Property Tax Receivable	=		
Total			5,676,334.00	5,676,334.00
GRAND TOTAL			5,766,422.00	5,766,422.00

Special Events Policy Kendall County Forest Preserve District

The Kendall County Forest Preserve District will allow Special Events that it deems to be in the public interest to be held on District property. A Special Event will be defined as an event in which District property will be used in a manner that is inconsistent with normal preserve activities, such as an event that involves the sale of concessions and/or other goods and services, the use of temporary structures, or multi-day events.

These Events will not be allowed to disturb the natural resources of the District in any way, and will only be allowed on District properties where the District deems there to be adequate facilities.

- Those persons, groups, or organizations requesting to hold a Special Event on
 District property will have to obtain a Special Event Permit from the District.
- A two-month lead time is required.
- All events are required to supply an itinerary at time of application.
- Business, churches, scouts, school groups, etc. require a Certificate of Insurance
 naming Kendall County Forest Preserve District as an Additional Insured.

The Special Event Permit fee is in addition to the reservation fee for the location where your event is being held. Reservations may be made up to one year in advance.

The District staff shall, with the concurrence of the Forest Preserve Operations Committee, award the Special Event Permits.

Special Event Permit Application Kendall County Forest Preserve District

Instructions: Please sign the form and return it, along with the appropriate insurance certificate to:

Kendall County Forest Preserve District

110 West Madison Street Yorkville, IL 60560

Please submit application at least two months prior to the Special Event.

		F3 Cross	roads Foundation, NFP	
		Honor-Q		
Contact Per	rson:	Jon Walr	ath/Brett Shepard	
Address: County:	Kendall			
Street:	13040 Grande	Pines Blv	d	
City:	Plainfield			
State:	ĪL			
Zip Code:	ode: 60585			
Contact Info Telephone (1				
Telephone (Cell) 630-806-3		630-806-	5099	
E-Mail: pawnsta		pawnstar	@f3crossroadsil.com	
Snecial Even	t Information:			
Name of Forest Preserve:			Hoover Forest Preserve	
Event:			Overnight 9/11 Memorial Ruck March	
Estimated Attendance:			100	
Arrival Time (includes set-up):		o):	7 pm 9/10/21	
Departure Time (includes take down):		e down):	9 am 9/11/21	

Will this Special Event include:

A = \$ 75.00

<u>A –</u>	<u>\$ 73.00</u>	Yes	<u>No</u>
1.	The use of temporary structures?	X	
2.	Collecting/Charging an entrance or registration fee?	Х	
3.	Selling concessions/food?		Х
4.	Selling goods and services?		Х
5.	Electronically amplified sound?	Х	

B = \$200.00

		Yes	No
6.	Business uses in preserve?		x
7.	Group larger than 250 people?		Х
8.	Extensive use of grounds?	X	

C = \$300.00

	Yes	<u>No</u>
9. Extensive Use of staff time?		X
10. Closes and/or limits part(s) of preserve to other users?	Х	

Permittee will be charged only for the highest category (A, B, or C) that is checked. Description of the Special Event, including details of any 'Yes' answers from above:

Applicant's Signature:

Date: 6/21/21

Special Event Agreement

Kendall County Forest Preserve District

The Kendall County Forest Preserve District (District) and F3 Crossroads Foundation, NFP (Permittee) agree to the following:

1.	The Permittee shall meet the following insurance requirements (if applicable):
	A. Permittee shall have general liability coverage of \$1,000,000 per occurrence.
	B. Certificates of Insurance must state the following: The Kendall County Forest Preserve District is an additional insured on a primary and non-contributory basis.
2.	The Permittee shall pay the District \$ for this approved Special Event Permit. Payment is due upon approval of permit.
3.	The Permittee agrees to indemnify and hold harmless the District against any and all claims, losses, suits, and damages against the District arising, directly or indirectly out of the use of District premises or performance of this Special Event Agreement, specifically including claims resulting from any act or omission of the Permittee and the District, individually, and/or jointly and severally.
4.	If concessions/food is to be sold at the Special Event, the vendors must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.
5.	The Permittee shall limit the Special Event activities to those described in the Special Use Permit Application.
6.	The Permittee shall follow all District rules and regulations (see attached).
7.	The Special Event Permit and the Permittee shall be present on-site at the Special Event.
8.	The attached itinerary shall be a part of the Special Event Agreement.
Kenda	ll County Forest Preserve District:
Signed	:, Executive Director / President
Permit	tee:
Signed	l:
Date:	

To: Kendall County Forest Preserve District Operations Committee

From: Stefanie Wiencke, Natural Beginnings Early Learning Program Manager

RE: Program updates

Date: July 7, 2021

Current NB enrollment for the 2021-2022 school year is at 55 students, with 4 open spots in the M/W/F afternoon and one opening in the M/W/F just 4's am class.

We have advertised these openings on FB with several posts and an informational video. Additionally, we have put up a newly acquired promotional banner at the entrance at Hoover.

We will continue with our efforts by sponsoring our FB post to reach an even broader range of possible clients.

One problem we had run into during this school year is the COVID-19 related mask policy that requires the students and instructors to wear a mask even outdoors when not able to maintain a 6 feet distance from each other for a prolonged time.

This created and is still creating quite some fluctuation in the enrollment.

Please find below our current COVID-19 policy:

Natural Beginnings COVID-19 Restrictions during Phase 5 (as of June, 29th, 2021)

Natural Beginnings Early Learning Program policies and guidelines may be modified to address the constantly changing COVID-19 restrictions and related safety precautions.

Parents will be notified of all changes to the program's operation in a timely manner.

The following are measures that we are taking to keep your student(s) safe:

- -Instructors and students will wear masks when within 6 ft. of others for prolonged time periods or when inside the buildings, students are required to come to the program wearing a mask.
- -Children exhibiting COVID-19 symptoms should not attend, and parents should contact their child's teacher to report the illness
- -We will spend most of our time outdoors. In the event of high-probability for severe weather in the forecast during NB hours, we will utilize our NB program building.
- -We will provide supplies and facilities for frequent handwashing and sanitizing practices.
- -We will have parents drop their children off from their cars, and sign in and out from their vehicle to support social distancing and limit contact with others.
- -We will notify all families if a student or instructor will test positive for COVID-19.

Despite these changes and challenges it seems that families who stayed in the program were overall very satisfied with NB and thankful for the opportunities that were provided for their children. We had conducted a parent survey in April and I have attached an excerpt with some parent responses below.

Natural Beginnings - Parent Survey 2020-2021 Responses Summary

What do you like about the program?

My child NEVER says I don't want to go to school. My child loves going and is excited to go every time I drop my child off.

I have felt really good that for most of the time in the program the children were outdoors. Now that they are able to go into the building I still feel okay because I know they are wearing masks and staying distances. Being an outdoor school has helped me as a mom get through this covid time a lot better.

This program is so beautiful, exactly what children need. The instructors are kind, warm, knowledgeable and listen so well to these young, wonderful minds and we will forever be grateful. Thank you for impacting our child's life in such a positive way.

Yes, it is developmentally appropriate with a focus on social emotional growth which is most needed this year. My child loves to learn and approaches new skills with an excitement for learning. The forest kindergarten model as been inspiring and has supported all aspects of the curriculum. My child embraces each day whatever the weather brings.

I love that my child gets to be outside and explore nature. I think that learning happens anywhere and everywhere and using nature as the vehicle for learning is good for their bodies and minds. The fresh air and appreciation for the outdoors is such an important value to instill at a young age

Love the program, best choice we could have ever made. Hands down!

Are the instructors friendly and professional?

Absolutely. More than professional and friendly, the instructors show genuine caring for the children and are constantly going above and beyond to provide a safe and fun learning experience. In our child's 2 years in the program, they have become like family.

The instructors excel at easing anxiety in the new preschoolers; creative lesson planning; getting lessons across effectively in a setting provides plenty of distraction; and staying flexible when other opportunities for learning present themselves. I have been amazed at the skill and kindness of our instructors. Natural beginnings teachers truly understand early childhood development, and use what they know to lead students in developmentally appropriate, student lead inquiry and exploration. The program supports the whole child.

Did you feel safe sending your child to NB?

I felt confident sending my daughter to NB this year despite the pandemic because of how they handled safety. From switching to an exclusively outdoor setting, to modeling and encouraging distancing and mask wearing, to keeping up to date with local and state guidelines, NB exceeded my expectations in how they dealt with COVID-19. I don't think I would have been comfortable with any other program this year!

Does your child show a sense of belonging to the program, the Hoover Forest Preserve, or other natural areas? How can you tell?

Yes! They calm Hoover "their magic forest" and ask to go all the time outside of class time.

Would you refer the program to a friend? Why or why not?

Yes - and I have. I have seen so much happiness and growth in my children. I truly can't stop talking about Natural Beginnings. This program is one if the best things I could have done for my children. I wish you went all the way though elementary school

Do you have any other comments, questions, or concerns?

The last thing I want to say is thank you, from the bottom of my heart. Your love for nature and teaching is so obvious. Especially this year, I know it was more challenging. Everyone there rose to the occasion better than I ever could have hoped. I love the positive attitudes and outlooks that are witnessed by my kids. Their lives are forever changed by this wonderful start you've given them. Thank you for all the hard work you do. Thank you for all the love you pour into your jobs. You are all wonderful!

Having our child at natural beginnings during COVID times was the best decision we could have ever made! We feel the impact on her social development was null because of the programs adjustments to make it safe!! Being outdoors, she was much safer and able to play and interact with her peers, which was so important for her development this year. Thank you for leading them thru hot cold and uncertain times! The kids loved it! Also- thank for having spare masks for when hers got wet or uncomfortable. Priceless.

Moving forward I was hoping that we could change the way on how we handle enrollments by adding 10% of the annual fee to the nonrefundable registration fee with the amount then to be applied as a credit to the 4th quarterly payment.

(Example: For a three days class the annual tuition fee is \$2060.00, so the nonrefundable registration fee would be \$150.00 + \$206.00 which equals in total \$356.00. The first, second and third quarterly payments for this class will be \$515.00. Then, the fourth quarterly payment would only be \$309.00 with the \$206.00 applied as a credit to QP4.)

To: Kendall County Forest Preserve District Board of Commissioners

From: Antoinette White, Communications and Natural Resources Project Manager

RE: KCFPD 21-22 Bow Hunt Program Fees and Charges

Date: June 29, 2021

A summary of past 20-21 Bow Hunt Program Fees and Charges and suggested 21-22 Fees and Charges.

20-21 Season:

- \$225 non-refundable program application fee for Kendall County residents
- \$325 non-refundable program application fee for non-Kendall County residents
- Credit card payments will incur an additional 2.5% processing fee (our standard credit card payment processing fee)
- 2 weekend (9-days total) guest pass, \$50 fee Kendall County resident, \$100 fee non-Kendall County resident
- Permit violation fee (for leaving stands in preserve areas after the required removal date): \$100 violation fee, plus an additional \$25 per stand(s)

21-21 Season:

- \$250 non-refundable program application fee for Kendall County residents
- \$350 non-refundable program application fee for non-Kendall County residents
- Credit card payments will incur an additional 2.5% processing fee (our standard credit card payment processing fee)
- 2 weekend (9-days total) guest pass, \$50 fee Kendall County resident, \$100 fee non-Kendall County resident
- Permit violation fee (for leaving stands in preserve areas after the required removal date): \$100 violation fee, plus an additional \$25 per stand(s)

The suggested increase in fees and charges includes a \$25 increase to both the non-refundable program application fee for Kendall County residents and non-Kendall County residents. This increase demands of the program including increased participants, increased staff hours, and materials.

To: Kendall County Forest Preserve District Operations Committee

From: Antoinette White, Communications and Natural Resources Project Manager

RE: KCFPD 21-22 Bow Hunt Program Fees and Charges

Date: July 7, 2021

A summary of the 21-22 Bow Hunt Program budget based on the recommended fees and charge:

65 resident permits at \$250

25 non-resident permits at \$350

Total revenue of \$25,000.00

*Guest hunting passes not included in revenue estimate

\$600.00 supply costs (including costs for sign in station installations)

\$400.00 cost for installation on gravel pull in at River Road Tree Mitigation Site

\$2,500.00 staff cost

Estimated total costs: \$3,500.00

Estimated total revenue: \$21,500

To: Kendall County Forest Preserve District Operations Committee

From: David Guritz, Director

RE: Event, Overnight Facility and Facility Rental Contracts and Event Insurance Updates

Date: July 7, 2021

The District is in process of reaching out to RecPro in order to receive training for inserting the recommended State's Attorney's Office contract language into our standard permit contracts for:

- 1. Facility Rentals (Shelters & Grounds)
- 2. Event Venue Rentals (Ellis House and Meadowhawk Lodge)
- 3. Overnight Facilities (Bunkhouses and Group/Family Campsites)

District staff will sift through the templates to determine what information is already entered and included within the permit form as part of the District's process for generating permits versus what will be included as standard language within the Rental Terms and Conditions section of the RecPro permit agreements.

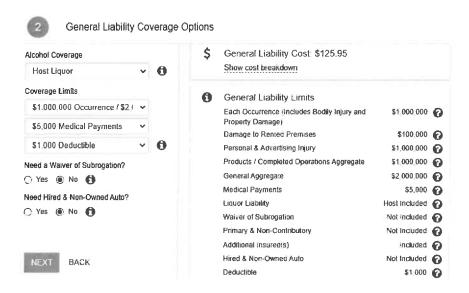
Per direction received from the Operations Committee, we have begun to look into requirements for event insurance for the following:

- 1. Events with greater than 100 participants
- 2. Events where alcohol will be served by a licensed catering firm or bartending service
- 3. Events where an inflatable bounce-house will be used

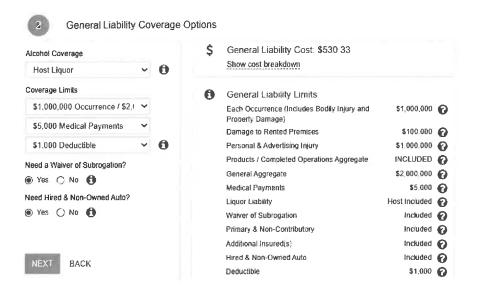
Based on the recommendation from the District's Risk Advisor, Dane Mall, and an initial discussion with <u>eventhelper.com</u>, cost for insurance will range between \$104.22 for a baby shower to \$125.95 for a wedding event up to 250 people up to \$292.79 for a wine tasting fundraiser. Host liquor liability is included in all policies, regardless of whether alcohol will actually be consumed. If a waiver of subrogation and/or hired and non-hired auto insurance is required, costs jump significantly.

Examples are provided below:

Example 1: Host Liquor and General Liability Coverage for a Wedding with 250 Guests (\$125.95):



Example 2: Host Liquor and General Liability Coverage for a Wedding with 250 Guests with waiver of subrogation and hired/non-hired auto insurance coverage (\$530.33):



Quotes for Different Events

Baby Shower - 100 Guests - Host Liquor Liability Included (no price difference) - \$104.22



Wedding – 250 Guests – Host Liquor Liability Included - \$125.95



Wine Tasting Event – 250 Guests – Host Liquor Liability Included – \$292.79





CERTIFICATE OF LIABILITY INSURANCE

02/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights t	o the	cert	ificate holder in lieu of si	uch end	lorsement(s				
PRODUCER				CONTAC NAME:	Will Ma		FAV		
				(A/C, No	Ext): (855) 4	193-8368	FAX (A/C, No):		
Insurance Broker licensed in all 50 States				E-MAIL ADDRES	into Oth	eeventhelper.	com		
							DING COVERAGE		NAIC#
				INSURE	A: AXVR	ated Insuranc	e Company		
INSURED				INSURE	RB:				
Your Business Name Here				INSURE	RC:				
Your Name Here				INSURE	3D:				
Your Address				INSURE					
Your City, State, Zip				INSURE					
	TIFIC	CATE	NUMBER:	1 1100112			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	QUIF	REMEI	NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF ANY	CONTRACT THE POLICIE EDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	OCUMENT WITH RESPECT	TO WHIC	HIHIS
NSR LTR TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
COMMERCIAL GENERAL LIABILITY		11.10			The state of the s			1,000,00)0
X CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,000	
X Host Liquor Liability						-		5,000	
A X Retail Liquor Liability	Υ	Υ	Policy # TBD		TBD	TBD	PERSONAL & ADV INJURY \$	1,000,00	10
GEN'L AGGREGATE LIMIT APPLIES PER:			•		12:01 AM	12:01 AM	GENERAL AGGREGATE \$	2,000,00	00
POLICY PRO- LOC							PRODUCTS - COMP/OP AGG \$	1,000,00	00
OTHER:							Deductible \$	1,000	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$		
ANY AUTO				_ 7	k /		BODILY INJURY (Per person) \$		
OWNED SCHEDULED				-			BODILY INJURY (Per accident) \$		
AUTOS ONLY AUTOS NON-OWNED					1		PROPERTY DAMAGE (Per accident) \$		
AUTOS ONLY AUTOS ONLY				0	140		\$		
UMBRELLA LIAB OCCUR			10 4				EACH OCCURRENCE \$		
- Cook			1100	1			AGGREGATE \$		
OD WHO WHEE							S		
DED RETENTION \$ WORKERS COMPENSATION		-	- 11 m	p			PER OTH- STATUTE ER		
AND EMPLOYERS' LIABILITY Y/N			1 0				E.L. EACH ACCIDENT \$		
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	1					E.L. DISEASE - EA EMPLOYEE \$		
(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		1.0					E.L. DISEASE - POLICY LIMIT \$		
DÉSCRIPTION OF OPERATIONS below	IIII.	-					E.L. DISEASE - FOLICT LIMIT \$		
		7							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEI Certificate holder listed below is named as a Attendance: (your total attendance), Event Waiver of Subrogation & Primary/Non-Cont	additi Type: ributo	onal i (you ory en	nsured per attached MEGI r event type) dorsements listed if purcha	L 2217 (ased wit	o1 19. h the policy				
If additional wording or other endorsement to We're happy to help!	oms	ale l	equired by the vehice, plea	ase call		o or email fill	Securior Control of the Control of t		
CERTIFICATE HOLDER				CANC	ELLATION				
Event Location/Venue Name				THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CAN REOF, NOTICE WILL BE Y PROVISIONS.		
and/or Owner of Location Na				AUTHOR	IZED REPRESE	NTATIVE			

Agent of Record signature here

Event Location/Venue Address

BUNKHOUSE/LODGING/CAMPSITE AGREEMENT

This License is made this	day of, 20	20 ("Date of Exec	cution"), between
the Kendall County Forest Preserve, a	a Body Corporate and	Politic, 110 West	t Madison Street,
Yorkville, Illinois, 60560, ("Forest Pr	eserve"), and	("Licens	ee"), collectively
referred to as the "Parties." In consid	deration of the grants,	covenants, and o	conditions of this
License, IT IS HEREBY AGREED AS	FOLLOWS:		

- 1. **Nature of Agreement:** The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility known as ??????????? ("Facility") for overnight camping and lodging on the nights of INSERT DATES, subject to the terms and conditions set forth in this License.
- 2. Fee and Security Deposit (DELETE SECTION THAT DOES NOT APPLY) (BUNKHOUSES): A security deposit of \$\$\$\$\$\$ shall be made prior to, or shall accompany the return of this signed contract to the Forest Preserve. Security deposit shall be cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District. The license fee (separate and apart from the security deposit) is \$\$\$\$\$ per night and shall be paid in full (INSERT TIME WHEN PAYMENT MUST BE MADE) prior to the stay. If the Licensee cancels the stay at least XXX days prior to the stay, the District will retain one hundred percent (100%) of the security deposit. If the Licensee cancels the stay less than XXX days prior to the stay, the District will refund the entire security deposit but will retain the total license fee. The Security Deposit will be refunded within thirty (30) business days following the stay provided the District does not need to address property damage, excessive cleaning, or any outstanding balance due. (CAMPSITES): The license fee is \$\$\$\$\$ per night and shall be paid in full (INSERT TIME WHEN PAYMENT MUST BE MADE) prior to the stay by cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District. If the Licensee cancels the event less than XXX days prior to the stay, the District will retain the total license fee.
- 3. **Cancellation:** It is understood by the Licensee this License and/or the stay may be cancelled at any time, for any reason, by the Forest Preserve without any liability to the Licensee. In the License and/or the stay are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded. If the License and/or stay are cancelled by the Licensee, any refunds shall only be made in accordance with Paragraph 2 above.

4. Check-in/Check-out Procedures: DESCRIPTION OF CHECK-IN/CHECK-OUT

- 5. **Limited License:** This License grants only a contractual license to use the Facility solely for camping and lodging purposes, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by Forest Preserve 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 License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License.
- 6. **Hazardous Materials:** Licensee shall not bring any hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant onto Forest Preserve property.

- 7. **Pyrotechnics:** Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.
- 8. **Alcohol Policy:** Alcoholic beverages are permitted only in Ellis House and in Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages are prohibited in the Facility and on all other Forest Preserve property.
- 9. **Smoking Policy:** Smoking inside any Forest Preserve building is strictly prohibited. Smoking on the grounds is permitted in designated areas only.
- 10. **Fires:** Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from the Forest Preserve. Firewood must be purchased from Kendall County Forest Preserve.
- 11. **Parking:** Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Parking on the grass is prohibited.
- 12. **Pets:** Pets are not allowed in any buildings, except for service animals. Dogs must be held on a leash, not tied up, at all times. Clean-up after your pet is required.
- 13. **Horses:** Horses are permitted only on designated trails within Forest Preserve property.
- 14. **Hunting and Fishing:** Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at www.dnr.illinois.gov. Swimming, boating, ice fishing and ice skating are not allowed.
- 15. **Duty of Care:** The Licensee agrees to take care of the Facility and not to alter or change the Facility.
- 16. **Damages:** Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee or their guests shall be the responsibility of the Licensee and may be billed to the Licensee or deducted from any security deposit. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left on Forest Preserve property.
- 17. **Limitation on Liability:** The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.
- 18. **Right of Entry:** The Forest Preserve reserves the right to enter the Facility, make improvements thereon, and for any and all lawful purposes arising from the ownership of the Facility.
- 19. **Indemnification:** Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials,

department heads, employees, 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, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee'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 the termination of this License.

- 20. **Anti-Discrimination Compliance:** Licensee, their 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. **No Joint Venture:** It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.
- 23. **Legal Compliance:** Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.
- 24. **Venue:** This License 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.
- 25. **Legal Remedies:** In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

- 26. **Severability:** If any provision of this License 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 License 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.
- 27. **Waiver:** The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.
- 28. **Notice:** Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be send to the following parties:

Forest Preserve, send to: with a copy to:	Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560 Kendall County State's Attorney Kendall County Courthouse
T	807 John Street Yorkville, Illinois 60560
Licensee send to:	
there are no other promises or conditions in License supersedes any prior written or or modified except in writing acknowledged by 30. Authority: Each party represents an	presents the entire agreement between the parties, and any other agreement whether oral or written. This all agreements between the parties and may not be both parties. Indicate the parties and to obligate the party to the pa
Licensor:	
Kendall County Forest Preserve District	
By:	Date:
Licensee:	
By:	Date:

FACILITY LICENSE AGREEMENT

	This Licens	se is made	this	_ day of _		, 20	("Date o	of Execution"),
betwee	en the Kenda	all County	Forest	Preserve,	a Body Corp	orate and l	Politic, 110	West Madison
Street,	Yorkville,	Illinois,	60560,	("Forest	Preserve"),	and		("Licensee"),
includi	ing all heirs	and assign	iees, col	lectively r	referred to as	the "Partie	s." In consi	deration of the
grants,	covenants,	and condit	ions of	this Licens	se, IT IS HEF	REBY AGE	REED AS F	OLLOWS:

- 1. **Nature of Agreement:** The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility known as ??????????? ("Facility") for a DESCRIPTION OF EVENT ("Event") on DATE from TIME TO TIME ("Event Date"), subject to the terms and conditions set forth in this License.
- 2. **Special Terms:** TERMS SPECIFIC TO THE EVENT (staff involvement, special equipment permitted, etc.).
- 3. Waivers: In order to participate in DESCRIPTION OF ACTIVITY FROM SECTION 2, Licensee and participants must each execute a waiver releasing the Forest Preserve from any and all claims that may result from participation in said activity. The Forest Preserve will provide the Licensee with these forms prior to the Event and Licensee shall give these forms to their guests. Guests must execute the waiver in order to participate in the activity. A parent or guardian must execute the waiver on behalf of a minor child.
- Fee and Security Deposit: A security deposit of \$\$\$\$\$ shall be made prior to, or shall 4. accompany the return of this signed contract to the Forest Preserve. Security deposit shall be cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District. The total event license fee (separate and apart from the security deposit) is \$\$\$\$\$\$\$. Payment of fifty percent (50%) of the event license fee is due six (6) months prior to the Event Date, with the remaining balance due thirty (30) days prior to the event. Requests for a change to the Event date made earlier than six (6) months prior to the original event date may be accommodated based on venue availability without penalty. If the Licensee cancels the event following the date that the Forest Preserve and Licensee enter into this License, and inclusive of the timeframe beginning on the date both parties enter this License and extending up to six (6) months prior to the Event Date, the Forest Preserve will retain one hundred percent (100%) of the Licensee security deposit. In cases where the Licensee's cancellation notice is received less than six (6) months prior to the Event Date, the Forest Preserve will retain the entire security deposit, plus fifty percent (50%) of the event license fee. The Security Deposit will be refunded within thirty (30) business days following the event provided the Forest Preserve does not need to address property damage, excessive cleaning, or any outstanding balance due.
- 5. **Cancellation**: It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the Licensee and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded. If the License and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 4 above.
- 6. **Limited License:** This License grants only a contractual license to use the Facility for the sole purpose of the event described in Paragraph 1 above, under the terms and conditions stated

herein, and for no other purpose. Further, the rights granted by the Forest Preserve 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 License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

7. **Caterers:** Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Please indicate which of these caterers you have selected: CATERER:

Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

- 8. **Set-up/Clean-up:** The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during the Event Date(s). After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside. Set up, take down and clean up time is included in the requested contract time period noted above. An additional fee of \$125.00 will be charged for each hour outside the agreed upon time that is required for these tasks to be completed, and will be deducted from the security deposit. Licensee may elect to pay an additional fee of three hundred (\$300.00) for event setup or cleanup, or five-hundred dollars (\$500.00) for setup and cleanup.
- 9. **"As is" Property:** The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."
- 10. **Hazardous Materials:** Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.
- 11. **Pyrotechnics:** Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.
- 12. **Horses:** Horses are permitted only on designated trails within Forest Preserve property.
- 13. **Alcohol Policy:** Alcoholic beverages are permitted only in Ellis House and in Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages are prohibited on all other Forest Preserve property.
- 14. **Smoking Policy:** Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.
- 15. **Food Service:** Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor

shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

- 16. **Fires:** Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.
- 17. **Parking:** Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Parking on the grass is prohibited.
- 18. **Pets:** Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.
- 19. **Hunting and Fishing:** Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at www.dnr.illinois.gov. Swimming, boating, ice fishing and ice skating are not allowed.
- 20. **Decorations:** Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.
- 21. **Inflatables and Tents:** Inflatable playhouses and Tents are prohibited unless specifically permitted in paragraph 2 above.
- 22. **Duty of Care:** The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.
- 23. **Damages:** Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.
- 24. **Limitation on Liability:** The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.
- 25. **Right of Entry:** The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.
- 26. **Indemnification:** Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, 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, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or

damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee'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 the termination of this Licenses.

27. Insurance:

- 28. **Anti-Discrimination Compliance:** Licensee, their 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.
- 29. **Conflict of Interest:** Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this License has and will comply with 50 ILCS 105/3.
- 30. **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.
- 31. **No Joint Venture:** It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.
- 32. **Legal Compliance:** Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.
- 33. **Venue:** This License 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.
- 34. **Legal Remedies:** In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness

fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

- 35. **Severability:** If any provision of this License 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 License 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.
- 36. **Waiver:** The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.
- 37. **Notice:** Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be send to the following parties:

Forest Preserve, send to:	Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560
Licensee send to:	
there are no other promises or conditions in License supersedes any prior written or or modified except in writing acknowledged by 39. Authority: Each party represents an	presents the entire agreement between the parties, and in any other agreement whether oral or written. This ral agreements between the parties and may not be y both parties. Indicate the interval of the parties and to obligate the party to the party t
Licensor:	
Kendall County Forest Preserve District	
By:	Date:
Licensee:	
By:	Date:

FACILITY LICENSE AGREEMENT EVENT CENTERS

This License is made	this day of _	, 2020 ("Date	of Execution"), between
the Licensor Kendall County	Forest Preserve,	a Body Corporate and Po	olitic, 110 West Madison
Street, Yorkville, Illinois, o	60560, ("Forest	Preserve"), and	("Licensee"),
collectively referred to as the	"Parties." In con	sideration of the grants, of	covenants, and conditions
of this License, IT IS HEREB	Y AGREED AS	FOLLOWS:	

- 1. **Nature of Agreement and Event:** The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility known as ???????????? ("Facility") for a DESCRIPTION OF EVENT ("Event") on DATE from TIME to TIME ("Event Date"), subject to the terms and conditions set forth in this License.
- 2. Special Terms: TERMS SPECIFIC TO THE EVENT
- 3. Waivers: In order to participate in DESCRIPTION OF ACTIVITY FROM SECTION 2, Licensee and participants must each execute a waiver releasing the Forest Preserve from any and all claims that may result from participation in said activity. The Forest Preserve will provide the Licensee with these forms prior to the Event and Licensee shall give these forms to their guests. Guests must execute the waiver in order to participate in the activity. A parent or guardian must execute the waiver on behalf of a minor child.
- 4. **Fee and Security Deposit:** A security deposit of \$\$\$\$\$\$ shall be made prior to, or shall accompany the return of this signed contract to the Forest Preserve. Security deposit shall be cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District. The total event license fee (separate and apart from the security deposit) is \$\$\$\$\$\$. Payment of fifty percent (50%) of the event rental fee is due six (6) months prior to the Event Date, with the remaining balance due thirty (30) days prior to the Event Date. Requests for a change to the Event Date made earlier than six (6) months prior to the original Event Date may be accommodated based on venue availability without penalty. If the Licensee cancels the event at least six (6) months prior to the Event Date, the Forest Preserve will retain one hundred percent (100%) of the security deposit. If the Licensee cancels the event less than six (6) months prior to the Event Date, the Forest Preserve will retain the entire security deposit, plus fifty percent (50%) of the total event license fee. The Security Deposit will be refunded within thirty (30) business days following the event provided the Forest Preserve does not need to address property damage, excessive cleaning, or any outstanding balance due.
- 5. **Cancellation:** It is understood by the Licensee this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Forest Preserve. In the event the License and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded. If the License and/or event are cancelled by the Licensee, any refunds shall only be made in accordance with Paragraph 4 above.
- 6. **Limited License:** This License grants only a contractual license to use the Facility for the sole purpose of the event described in Paragraph 1 above, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve 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 License shall be construed to convey to Licensee

any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

7. **Caterers:** Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Please indicate which of these caterers you have selected:

CATERER:

Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

- 8. **Set-up/Clean-up:** The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during the Event Date. Set up, take down and clean up time is included in the requested contract time period noted above. An additional fee of \$125.00 will be charged for each hour outside the agreed upon time that is required for these tasks to be completed, and will be deducted from the security deposit. Ellis House licensees may elect to pay an additional fee of three hundred (\$300.00) for event setup or cleanup, or five-hundred dollars (\$500.00) for setup and cleanup. Meadowhawk Lodge may elect to pay an additional fee of (\$50.00) for event setup or cleanup, or seventy-five dollars (\$75.00) for setup and cleanup.
- 9. "As is" Property: The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."
- 10. **Hazardous Materials:** Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.
- 11. **Pyrotechnics:** Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.
- 12. **Horses:** Horses are permitted only on designated trails within Forest Preserve property.
- 13. Alcohol Policy: Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

- 14. **Smoking Policy:** Smoking inside Ellis House and Meadowhawk Lodge is strictly prohibited. Smoking on Forest Preserve Property is permitted in designated areas only.
- 15. **Food Service:** Food service must comply with all requirements and regulations of the Illinois Department of Public Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.
- 16. **Fires:** Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from the Forest Preserve. Firewood must be purchased from the Forest Preserve.
- 17. **Pets:** Pets are not allowed in any buildings, except for service animals.
- 18. **Hunting and Fishing:** Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at www.dnr.illinois.gov. Swimming, boating, ice fishing and ice skating are not allowed.
- 19. **Decorations:** Nails, tacks, staples and tape are not allowed to secure items to any part of the Meadowhawk Lodge or inside Ellis House. Confetti, rice, and open flamed candles are also prohibited inside the Ellis House and Meadowhawk Lodge.
- 20. **Inflatables and Tents:** Inflatable playhouses and Tents are prohibited unless specifically permitted in paragraph 2 above.
- 21. **Duty of Care:** The Licensee agrees to take care of the Facility and not to alter or change the Facility.
- 22. **Damages:** Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.
- 23. **Limitation on Liability:** The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.
- 24. **Right of Entry:** Licensor reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.
- 25. **Indemnification:** Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, 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, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or

damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee'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 the termination of this License.

26. Insurance:

- 27. **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.
- 28. **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.
- 29. **No Joint Venture:** It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.
- 30. **Legal Compliance:** Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.
- 31. **Venue:** This License 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.
- 32. **Legal Remedies:** In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- 33. **Severability:** If any provision of this License 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.

- 34. **Waiver:** The waiver of one breach of any term, condition, covenant or obligation of this License shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.
- 35. **Notice:** Any notice required or permitted to be given pursuant to this License shall be duly given if sent by certified mail or personal service and received. Notice should be send to the following parties:

Forest Preserve, send to:	
,	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:	
	:
there are no other promises or conditions agreement supersedes any prior written or modified except in writing acknowledged by 37. Authority: Each party represents a	epresents the entire agreement between the parties, and in any other agreement whether oral or written. This roral agreements between the parties and may not be by both parties. and warrants that their representative, whose signature y to enter into this agreement and to obligate the party
Licensor:	
Kendall County Forest Preserve District	
By:	Date:
Licensee:	
By:	Date:

KENDALL COUNTY FOREST PRESERVE DISTRICT EMPLOYEE HANDBOOK

Draft: July 7, 2021



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CHAPTER 5 EMPLOYEE SAFETY AND WELLNESS

Section 5.1 SAFETY

Safety is a priority at the KCFPD. The KCFPD is committed to providing a safe workplace for its employees and all visitors to the workplace.

Supervisors and other staff personnel at all levels of the Kendall County Forest Preserve District work force are directed to make safety a matter of continuing concern, equal in importance with all other operational considerations.

Each employee is required to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow employees and to conserve KCFPD property and equipment, this includes but is not limited to wearing reasonably necessary safety equipment, following safety protocols, following manufacturer instructions for equipment and machinery, and using common sense. Safety adherence will be considered as an important measure of supervisory and employee performance evaluation.

An employee should report all safety incidents and concerns (including any injury, near injury or unsafe condition) promptly to their immediate supervisor and the Executive Director.

Should an employee incur a job-related injury or illness, the Executive Director or employee's immediate supervisor should be notified immediately. Job related injuries should be reported in accordance with section 5.2, herein. The failure of an employee to report an on-the-job injury or illness shall be deemed to be grounds for disciplinary action up to and including discharge.

Section 5.2 PREVENTING AND REPORTING WORKPLACE VIOLENCE

Employees shall not engage in any violent behavior while on Kendall County and/or KCFPD property; while the employee is performing their assigned job duties; while the employee is on compensated time; and while the employee is attending KCFPD-sponsored events in their official capacity. The following are examples of violent behavior that are prohibited by this policy:

- Physical restraint or confinement;
- Assault:
- Battery;
- Stalking;
- Sexual assault/abuse
- Intentionally endangering the safety of another person; and
- Violent destruction of property.

Employees who exhibit or threaten violent behavior in the workplace will be subject to disciplinary action up to and including termination. Any employee who becomes aware of violent behavior or the threat of violent behavior (whether by another employee or by any other person) shall inform his or her immediate supervisor immediately. Supervisors are directed to report all reports of violent behavior or threats of violent behavior immediately to the Executive Director who will conduct a prompt and thorough investigation. If the employee's complaint of violence is against the Executive Director, the employee should direct their complaint in writing to the KCFPD Board of Commissioners who will conduct a prompt and thorough investigation. If the employee's complaint of violence is against the KCFPD Board of Commissioners, the employee should direct their complaint in writing to the Kendall County State's Attorney Office who will conduct a prompt and thorough investigation The KCFPD takes all reports of violent behavior seriously, and will take appropriate action to investigate complaints and/or report complaints of violent behavior to law enforcement as appropriate.

Employees and supervisors are directed to immediately contact law enforcement if the employee believes that a crime has been committed and/or the employee believes there is a threat of imminent physical danger.

Section 5.3 POLICY PROHIBITING CONCEALED FIREARMS IN THE WORKPLACE

The KCFPD seeks to protect the safety of employees, interns, volunteers, visitors and citizens of Kendall County. In recognition of the Illinois Firearm Concealed Carry Act (430 ILCS 66), the KCFPD adopts the following policy:

A. DEFINITIONS:

For purposes of this policy, the following terms shall have the following meanings unless expressly stated otherwise in this policy:

- 1. <u>Employee</u>: shall mean all persons performing work for the KCFPD in any job classification, including but not limited to, full-time employees, part-time employees, temporary employees, seasonal employees, probationary employees, contractual employees, student learners, interns and volunteers. This definition shall not include, for purposes of this policy, law enforcement officers who are specifically authorized by law to carry a firearm or any other employee specifically authorized by law, other than pursuant to the Illinois Firearm Concealed Carry Act, to carry a firearm.
- Prohibited Areas: shall have the same definition as is set forth in the Illinois Firearm Concealed Carry Act. 430 ILCS 66/65 which includes the following:

- Any building, real property, and parking area under the control of a public or private elementary or secondary school;
- ii. Any building, real property, and parking area under the control of a pre-school or child care facility, including any room or portion of a building under the control of a pre-school or child care facility. (Nothing in this paragraph shall prevent the operator of a child care facility in a family home from owning or possessing a firearm in the home or license under this Act, if no child under child care at the home is present in the home or the firearm in the home is stored in a locked container when a child under child care at the home is present in the home.)
- iii. Any building, parking area, or portion of a building under the control of any officer of the executive or legislative branch of government, providing that nothing in this paragraph shall prohibit a licensee from carrying a concealed firearm onto the real property, bikeway, or trail in a park regulated by the Department of Natural Resources or any other designated public hunting area or building where firearm possession is permitted as established by the Department of Natural Resources under Section 1.8 of the Wildlife Code.
- iv. Any building designated for matters before a circuit court, appellate court, or the Supreme Court, or any building or portion of a building under the control of the Supreme Court.
- v. Any building or portion of a building under the control of a unit of local government.
- vi. Any building, real property, and parking area under the control of an adult or juvenile detention or correctional institution, prison, or jail.
- vii. Any building, real property, and parking area under the control of a public or private hospital or hospital affiliate, mental health facility, or nursing home.
- viii. Any bus, train or form of transportation paid for in whole or in part with public funds, and any building, real property and parking area under the control of a public transportation facility paid for in whole or in part with public funds.
- ix. Any building, real property, and parking area under the control of any establishment that serves alcohol on its premises, if more than 50% of the establishment's gross receipts within the prior 3 months is from the sale of alcohol. The owner of an establishment who knowingly fails to prohibit concealed firearms on its premises as provided in this

paragraph or who knowingly makes a false statement or record to avoid the prohibition on concealed firearms under this paragraph is subject to the penalty under subsection (c-5) of Section 10-1 of the Liquor Control Act of 1934.

- x. Any public gathering or special event conducted on property open to the public that requires the issuance of a permit from the unit of local government, provided this prohibition shall not apply to a licensee who must walk through a public gathering in order to access his or her residence, place of business or vehicle.
- xi. Any building or real property that has been issued a Special Event Retailer's license as defined in Section 1-3.17.1 of the Liquor Control Act during the time designated for the sale of alcohol by the Special Event Retailer's license, or a Special use permit license as defined in subsection (q) of Section 5-1 of the Liquor Control Act during the time designated for the sale of alcohol by the Special use permit license.
- xii. Any public playground.
- xiii. Any public park, athletic area, or athletic facility under the control of a municipality or park district, provided nothing in this Section shall prohibit a licensee from carrying a concealed firearm while on a trail or bikeway if only a portion of the trail or bikeway includes a public park.
- xiv. Any real property under the control of the Kendall County Forest Preserve District.
- xv. Any building, classroom, laboratory, medical clinic, hospital, artistic venue, athletic venue, entertainment venue, officially recognized university-related organization, property, whether owned or leased, any real property, including parking areas, sidewalks, and common areas under the control of a public or private community college, college or university.
- xvi. Any building, real property, or parking area under the control of a gaming facility licensed under the Riverboat Gambling Act or the Illinois Horse Racing Act of 1975, including an inter-track wagering location licensee.
- xvii. Any stadium, arena, or the real property or parking area under the control of a stadium, arena, or any collegiate or professional sporting event.

- xviii. Any building, real property, or parking area under the control of a public library.
- xix. Any building, real property, or parking area under the control of an airport.
- xx. Any building, real property, or parking area under the control of an amusement park.
- xxi. Any building, real property, or parking area under the control of a zoo or museum.
- xxii. Any street, driveway, parking area, property, building, or facility, owned, leased, controlled, or used by a nuclear energy, storage, weapons, or development site or facility regulated by the federal Nuclear Regulatory Commission. The licensee shall not under any circumstance store a firearm or ammunition in his or her vehicle or in any compartment or container within a vehicle located anywhere in or on the street, driveway, parking area, property, building, or facility described in this paragraph.
- xxiii. Any area where firearms are prohibited under federal law.
- 3. <u>Case</u>: shall have the same definition as is set forth in the Illinois Firearm Concealed Carry Act, which includes a glove compartment or console that completely encloses the concealed firearm and ammunition, the trunk of the vehicle, or a firearm carrying box, shipping box or other container.

B. PROHIBITED CONDUCT:

Employees shall not carry or possess firearms in any of the following areas, regardless of any license or permit that an individual may have, which would otherwise authorize the individual to carry firearms:

- i. In any building, portion of a building or real property controlled by the KCFPD;
- ii. At any work location controlled by the KCFPD;
- iii. In any vehicle owned, leased or under the control of the KCFPD;
- iv. At any time or in any area other than the employee's residence that is associated with the employee's work with the KCFPD;
- v. At any time, other than when the employee is working from home while the employee is acting within the scope and course of his/her employment with the KCFPD:
- vi. In any Prohibited Area; and
- vii. In any area where firearms are prohibited under federal law.

Employees are also prohibited from carrying a firearm on or into one of the above identified areas while acting within the course and scope of their employment.

C. FIREARM STORAGE:

Any employee who does not possess a valid license to carry a concealed firearm is prohibited from bringing a firearm onto a parking lot owned, leased or under the control of the KCFPD and/or Kendall County.

An employee with a valid license to carry a concealed weapon who chooses to carry a concealed weapon while driving to and from work and park in a parking lot owned, leased or under the control of the KCFPD and/or Kendall County must store his or her firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area.

An employee with a valid license to carry a concealed weapon may carry a concealed weapon within a prohibited parking lot area only for the limited purpose of storing or retrieving a firearm within the vehicle's trunk, provided the licensee ensures the concealed firearm is unloaded prior to exiting the vehicle.

An employee with a valid license to carry a concealed firearm must make certain that the firearm is properly stored in accordance with this policy and Illinois law prior to acting in the course and scope of his or her employment.

D. POLICY VIOLATIONS:

Any employee who violates this policy is subject to discipline up to and including termination of employment, and shall be considered as acting outside the scope and course of his or her duties and/or employment. The KCFPD will not defend or indemnify any employee for an act or omission in violation of this policy.

Section 5.4 <u>DRUG AND ALCOHOL USE/ABUSE POLICY</u>

A. SCOPE:

This policy applies to all employees, interns and volunteers of the Kendall County Forest Preserve District (shall herein be referred to collectively as "employees" for purposes of this policy only) while on the job and to situations where an employee's off-the-job or off-premises conduct impairs work performance or undermines the public confidence in, or harms the reputation of the Kendall County Forest Preserve District. This policy shall also apply to all candidates for employment with the Kendall County Forest Preserve District who have been given conditional offers of employment. Such persons are responsible to be familiar with and comply with this policy.

The provisions of this policy are subject to any federal, state, or local laws that may prohibit or restrict their applicability, and testing for drugs and alcohol shall be conducted in accordance with and limited by such laws, notwithstanding any terms of this policy to the contrary. No part of this policy, nor any of the procedures hereunder, guarantees employment, continued employment, or terms or conditions of employment or limits in any way Kendall County Forest Preserve District's right to manage the workplace and/or discipline employees of the Kendall County Forest Preserve District.

B. **DEFINITIONS**:

For purposes of this policy only, the following definitions shall apply:

- 1. **Drug:** includes any and all of the following:
 - a. Any controlled substance as defined in the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.);
 - b. Cannabis as defined in Section 1-10 of the Illinois Cannabis Regulation and Tax Act and Section 3(a) of the Illinois Cannabis Control Act;
 - c. A prescription drug prescribed to the employee but is not taken in accordance with the prescription given to the employee;
 - d. A prescription drug for which the employee has no valid prescription;
 and
 - e. Over-the-counter medications not used in accordance with product and/or physician instructions.
 - f. Cannabidiol or CBD and hemp products. CBD and hemp products are widely used for pain relief, anxiety, inflammation and other conditions and can be found almost anywhere. The accessibility of CBD is misleading. CBD in its pure form does not contain THC, but until the production and marketing for CBD becomes regulated, employees must be aware that some CBD products may contain THC in varying amounts, despite packaging that indicates otherwise. An employee who uses CBD or CBD products who must submit to a drug test runs the risk of testing positive for THC.
- 2. <u>Alcohol</u>: includes all alcohol, spirits, wine, beer and alcoholic liquor as defined in Sections 1-3.01 through Section 1-3.05 of the Illinois Liquor Control Act (235 ILCS 5/1-3.01 *et seq.*)
- 3. <u>Kendall County Forest Preserve District property</u>: includes all land, buildings, structures, real property, parking lots, and means of transportation owned by, rented or leased by or to Kendall County Forest Preserve District.
- 4. Safety sensitive function: was defined by the United States Supreme Court as

any job function fraught with such risks of injury to others that even a momentary lapse of attention can have disastrous consequences. The category of safety sensitive functions includes job duties described as safety sensitive by applicable Federal Motor Carrier Safety Administration (FMCSA) or other applicable regulations, statutes, or case law.

C. POLICIES:

It is the responsibility of both KCFPD and the employee to maintain a healthy and efficient workforce free from the effects of drug and alcohol abuse. Consistent with this goal and in response to the requirements of the Illinois Drug Free Workplace Act (30 ILCS 580/1-11), KCFPD has developed the following Drug and Alcohol Policy:

1. KCFPD prohibits the following:

- a. The possession, use, sale, transportation, distribution, manufacturing, and dispensing of drugs (including, but not limited to controlled substances and cannabis), drug paraphernalia, and/or alcohol, by anyone while on KCFPD property or while on business for the KCFPD, except in accordance with job duty requirements.
- b. Being impaired or under the influence of drugs or alcohol away from KCFPD property, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or others, or puts at risk the KCFPD's reputation.
- c. Possession, use, solicitation for, or sale of drugs or alcohol away from KCFPD property, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or others, or puts at risk the KCFPD's reputation.
- It is the responsibility of all KCFPD employees to report to their immediate supervisor when reasonable suspicion exists that another employee is impaired or under the influence of drugs or alcohol while on KCFPD property and/or while on business for the KCFPD.
- 3. Any employee convicted of any criminal drug statute violation shall notify KCFPD and the employee's immediate supervisor of such conviction in writing no later than five (5) calendar days after such conviction, unless the conviction has been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act.
- 4. The KCFPD will not penalize an employee or applicant solely for (a) his/her status as a registered qualifying patient or registered designated caregiver under the Compassionate Use of Medical Cannabis Pilot Program Act or (b) the employee's

use of a prescription drug for which the employee has a valid prescription and for which the employee is taking the prescription drug in accordance with their doctor's instructions, unless failing to do so would put the KCFPD in violation of federal law or unless failing to do so would cause the KCFPD to lose a monetary or licensing-related benefit under federal law or rules. The KCFPD prohibits an employee's use and storage of medical cannabis on KCFPD property and/or while performing their assigned job duties for the KCFPD. The employee shall promptly notify Kendall Forest Preserve District and the employee's immediate supervisor (in writing, if possible) if (a) the employee is a registered qualifying patient/registered designated caregiver and the lawful use of the medical cannabis would affect the employee's ability to safely and effectively perform the duties of their job or (b) the employee is lawfully using a prescription drug for which the employee has a valid prescription and the lawful use of the prescription drug would affect the employee's ability to safely and effectively perform the duties of their job.

- 5. Effective January 1, 2020, the Illinois Cannabis Regulation and Tax Act will allow the recreational/non-medical use of cannabis in the State of Illinois. Section 10-50 of the Illinois Cannabis Regulation and Tax Act allows employers like KCFPD to adopt a "zero tolerance" policy. As such, the KCFPD hereby adopts a "zero tolerance" policy and states that employees are prohibited from:
 - Being under the influence of recreational/non-medical use cannabis while on KCFPD property; while performing the employee's job duties; during compensated time; and/or while the employee is on call for the KCFPD;
 - Using, selling, distributing, and/or possessing recreational/non-medical use cannabis while on KCFPD property; during compensated time; while performing the employee's job duties for the KCFPD; and/or while the employee is on call for the KCFPD, except in accordance with job duty requirements;
 - Using recreational/non-medical use cannabis four (4) or fewer hours before performing job functions that may involve safety-sensitive duties;
 - Reporting for duty or remaining on duty while under the influence of recreational/non-medical use cannabis;
 - Using recreational/non-medical use cannabis during eight (8) hours following a work-related accident, or until undergoing a post-accident test; or
 - Refusing to take a drug and alcohol test in accordance with the testing

procedures set forth below.

- 6. With respect to alcohol, the KCFPD hereby adopts a "zero tolerance" policy and states that employees are prohibited from:
 - Being under the influence of alcohol while on KCFPD property; while performing the employee's job duties for the KCFPD; during compensated time; and/or while the employee is on call for the KCFPD;
 - Using, selling, distributing and/or possessing alcohol while on KCFPD property; while performing the employee's job duties; during compensated time; and/or while the employee is on call for the KCFPD, except in accordance with job duty requirements;
 - Using alcohol four (4) or fewer hours before performing job functions that may involve safety-sensitive duties;
 - Reporting for duty or remaining on duty while under the influence of alcohol;
 - Using alcohol during eight (8) hours following a work-related accident, or until undergoing a post-accident test; or
 - Refusing to take a drug and alcohol test in accordance with the testing procedures set forth below.
- 7. Any alcohol and/or drug that could affect performance of job duties is prohibited. This includes the use of any drug, except by doctors' prescription and only then if the doctor has advised the employee that the drug will not adversely affect the employee's ability to safely perform their job duties. It is the employee's responsibility to promptly inform (in writing, if possible) KCFPD and the employee's immediate supervisor if the employee is taking an over-the-counter medication and/or lawfully prescribed medication that may affect the employee's ability to safely and effectively perform the duties of their job.
- 8. An off-duty employee shall not drive a vehicle for work-related purposes, within two (2) hours after the employee has consumed any one or more of the following: alcohol, medical cannabis, recreational/non-medical use cannabis (effective January 1, 2020), a prescription medication/controlled substance for which the employee has a valid prescription and the employee's prescribed medication/controlled substance impairs the off-duty employee's physical and/or mental capacities, and/or any other drugs (as defined above in Section B(1) of this Policy).
- 9. Any employee who violates this policy may be subject to disciplinary action up to and including termination of employment.

10. If the employee's employment is not terminated as a result of the employee's violation of this policy, the employee may be required to enroll in a drug or alcohol counseling rehabilitation or assistance program (EAP) at the employee's expense. If any employee who is in need of the EAP refuses to cooperate and/or attend the EAP, such conduct may constitute grounds for immediate termination of employment. Also, any employee who violates this policy and/or any employee who participates in an EAP and then violates this policy for a second time may be subject to immediate termination of employment. Any employee who is required by this policy to satisfactorily participate in an EAP shall furnish to his or her supervisor written proof of the satisfactory completion of the EAP.

D. PROCEDURES:

To provide a safe drug and alcohol free working environment, the KCFPD shall:

- 1. Provide increased awareness through training, education and communication of the subject of alcohol and other drug abuse.
- 2. Recognize that there may be employees who have an alcohol, drug or stress problem and stand willing to assist in the resolution of that problem by encouraging employees to seek help through the Employee Assistance Program.
- 3. Cooperate with outside law enforcement agencies.
- 4. Conduct alcohol and drug testing in accordance with the Employee Testing Policy as set forth below.
- 5. Take any other actions deemed necessary and appropriate including, but not limited to, disciplinary action up to and including termination of employment.

E. EMPLOYEE TESTING:

Because the public has the absolute right to expect the KCFPD to work toward reducing the probability of accidents or incidents related to the misuse of alcohol or drugs the KCFPD requires the testing of employees and mandates an anti-drug and alcohol misuse prevention program.

- When Testing May Occur: Employees working for the KCFPD may be required to submit to drug and alcohol testing, by breathalyzer test, urinalysis test and/or other appropriate drug and/or alcohol testing, in any one or more of the following situations:
 - Pre-employment for candidates that have received a contingent offer of employment for a safety-sensitive position;

- Post-accident;
- Reasonable suspicion;
- Return to duty, when an employee has violated the prohibited drug and alcohol standards.

For purposes of this policy, "post-accident" testing shall occur if the KCFPD has reasonable cause to believe an employee has an on-the-job injury that is considered recordable under OSHA guidelines (i.e., requiring medical treatment) as a result of being under the influence. The employee will also be required to undergo post-accident testing if required by FMCSA, Department of Transportation (DOT) or other applicable regulations. Anyone who suffers a reportable accident on KCFPD property and/or time must report it within one (1) hour or as soon as reasonably possible after the accident to his or her immediate supervisor or manager, so that proper action and or medical treatment may be provided. Failure to timely report any injury may be grounds for disciplinary action up to and including termination of employment. If a positive test result is received following a post-accident drug and or alcohol test, then the employee may be subject to disciplinary action up to and including termination of employment.

For purposes of this policy, "reasonable suspicion" means that the KCFPD's representatives have observed and can describe specific symptoms of an employee while working that decrease or lessen his or her performance of the duties or tasks of the employee's job position, including, but not limited to symptoms related to the employee's speech, breath, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence or carelessness in operating equipment or machinery, disregard for the safety of the employee or others, or involvement in an accident that results in serious damage to equipment or property, or carelessness that results in any injury to the employee or others, or detection of alcohol, drug and/or drug paraphernalia in the area where an employee has/had been working.

The following employees must first be given a reasonable opportunity to contest the basis of the suspected impairment before being subject to discipline based on a reasonable suspicion of impairment:

- A registered qualifying user of medical cannabis under the Compassionate Use of Medical Cannabis Pilot Program Act;
- An employee taking a prescription drug for which the employee has a valid prescription; and
- An employee that is under the influence or impaired by cannabis, but only if Illinois House Bill 1438 (also known as the "Illinois Cannabis Regulation and Tax Act") is adopted into law in the State of Illinois after the effective date of

this Employee Handbook.

Upon receipt of a contingent offer of employment, candidates for safety-sensitive or security-sensitive positions may be subject to pre-employment drug testing. Individuals to whom a contingent offer is made whose pre-employment drug test returns positive for controlled substances and alcohol (as defined below in Section D 2. a and b of this Policy. (except with respect to legally prescribed drugs and over-the-counter medications) will be ineligible for employment and their contingent offer of employment may be revoked.

As KCFPD is a drug-free workplace, it reserves the right to conduct random testing on employees with safety-sensitive or security-sensitive job duties. The following positions include safety-sensitive or security-sensitive functions, and as such are subject to random testing:

No positions as of January 2021.

Where random testing is prohibited or restricted by applicable federal, state or local statute or regulation, or other legally-binding agreement, the KCFPD will conform to all applicable laws, regulations, and/or agreements notwithstanding the provisions of this policy.

2. What Will Be Tested:

- a. <u>Controlled Substances</u>: Drug testing shall include, but is not limited to, testing of the following panel of drugs:
 - Marijuana THC (metabolite)
 - Cocaine, any form or derivative thereof
 - Amphetamines (including methamphetamines)
 - Opiates (including heroin, opium, etc.)
 - Phencyclidine (PCP)

As of January 1, 2020, "under the influence" or "impaired" by cannabis shall be defined for purposes of this Drug and Alcohol Policy as having a tetrahydrocannabinol concentration of 5 nanograms or more in the employee's whole blood or 10 nanograms or more in another bodily substance of the employee. Also, an employee found to have a tetrahydrocannabinol concentration of 2.5 nanograms or more in the employee's whole blood or 5 nanograms or more in another bodily substance of the employee shall not perform nor be permitted to perform any job functions for at least 24 hours following the test result and may be subject to the same procedures as a positive test result, which may include disciplinary action, not to exclude

termination of employment.

- b. Alcohol: For purposes of this Employee Testing Policy, "under the influence of alcohol" shall be defined as breath alcohol test results with an alcohol concentration of 0.08% or above and shall be considered to be a positive test result. Also, an employee found to have an alcohol concentration of greater than 0.04% and less than 0.08% shall not perform, nor be permitted to perform any job functions for at least 24 hours following the test result and may be subject to the same procedures as a positive test result which may include disciplinary action, not to exclude termination of employment.
- 3. **Refusal To Test:** Refusal to submit to a required alcohol or drug test is prohibited. Refusal to submit to a test may result in the same procedures as a positive test result which may include disciplinary action, up to and including termination of employment. Refusal to submit to a test shall be defined as:
 - Failing to provide adequate samples for testing without medical reason;
 - Failing to show up at the testing site when instructed;
 - Engaging in conduct that obstructs the testing process; and/or
 - Failing to comply with any of the procedures set forth in this policy.
- 4. <u>Confidentiality</u>: The employee's right to privacy will be respected, and the KCFPD shall keep the results of any testing strictly confidential to the extent required or permitted by applicable state and federal law. However, the KCFPD may use the results to decide upon an action to be taken towards an employee, or to the extent necessary, to defend its actions in any subsequent grievance, administrative proceeding or legal or other proceeding.
- 5. <u>Treatment</u>: An employee who voluntarily informs KCFPD that he/she has a drug or alcohol abuse problem and desires rehabilitation assistance may be granted a leave of absence, in accordance with the KCFPD's Family and Medical Leave Act Policy, provided the employee is otherwise eligible for such leave pursuant to the Family and Medical Leave Act Policy. The sole purpose of such leave is to obtain the necessary rehabilitation assistance. The employee may be required to periodically provide proof that he/she is participating in an appropriate rehabilitation or after-care program. Any employee who returns to work after completion of a rehabilitation program and who subsequently violates this policy may be immediately discharged without regard to a request for further rehabilitation.
- 6. **EAP**: Employees who have questions about this policy should contact KCFPD. The KCFPD shall continue to provide employees with access to an EAP similar

to that which exists on the effective date of this Employee Testing Policy.

7. Procedures For Testing:

- a. An applicant or employee shall be required to submit to alcohol and/or drug testing at a time and place designated by the KCFPD Department Manager or Elected Official or their designee, or whenever in the sole opinion of the KCFPD or their designee, there is reasonable suspicion for such testing.
- b. In the event of testing for reasonable suspicion, the KCFPD or their designee shall provide the employee with notice of the basis for reasonable suspicion. In addition, the KCFPD Department Manager or Elected Official or their designee may require an employee to submit to alcohol and drug testing when an employee is involved in an on duty incident involving significant damage to property or personal injury to anyone. The KCFPD shall use only licensed clinical laboratories for such testing.
- c. All drug and alcohol tests will be conducted, reviewed and interpreted by professionally trained and certified technicians and/or medical review officers (MRO) who will follow a chain of custody, and other procedures prescribed by applicable state and federal laws, in order to ensure and confirm the accuracy of the test results. Test procedures shall conform to the NIDA Standards of the Federal Guidelines issued by the Department of Health and Human Services, Alcohol, Drug Abuse and Mental Health Administration. In the event there is a conflict between the procedures set forth in this policy and the NIDA standards, the NIDA standards shall control.
- d. In cases where an applicant or employee receives a negative-dilute test result, the applicant or employee may be required to re-take the test. If there is a second negative-dilute test result, it will be accepted as a negative test result.
- e. At the time of any urinalysis test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. If an employee tests positive in any such test, the test results shall be submitted to the KCFPD for appropriate action. A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for a confirmatory test to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense.
- f. In cases where an employee is notified of a positive drug or alcohol test, the employee shall be removed from duty for up to 72 hours. The employee may request that the second sample of the split sample be tested, at their own expense. If the results of the second sample come back as negative, The KCFPD will reimburse the employee for the cost of the negative test.

g. The employee shall have the right to dispute the administration of the test and/or the significance and accuracy of the test. Any such dispute shall be submitted in writing to the KCFPD.

8. Positive Test Results:

- a. If an applicant tests positive for drug(s) and/or alcohol in a test administered under this Policy, KCFPD Department Manager or Executive Director, in their sole discretion, may rescind any offer of employment made to the applicant.
- b. If an employee tests positive for drug(s) and/or alcohol in a test administered under this Policy, the KCFPD Department Manager or Executive Director, in their sole discretion, shall have the right to discipline the employee, up to and including termination.
- c. If an employee tests positive and is not terminated, the KCFPD Department Manger or Executive Director, in their sole discretion, reserves the right to offer participation in an approved alcohol rehabilitation or drug abuse assistance program, at the employee's cost, as an alternative to, or in conjunction with discipline. However, the employee must satisfactorily complete the program as a condition of continued employment. Upon the employee's return to work, the KCFPD, in their sole discretion, may require such employee to submit to a random urinalysis or other appropriate alcohol and/or drug tests during the twelve (12) month period following the date any employee tests positive in any test and returns to work. Any such random tests shall occur at times and places designated by the KCFPD. In the event such an employee tests positive again, the employee shall be immediately terminated.

Section 5.5 NO SMOKING POLICY

In accordance with Illinois law, the KCFPD prohibits smoking in the workplace or at any work site, while driving any vehicle owned or leased by the KCFPD and/or Kendall County, or while performing job duties on behalf of the KCFPD.

Section 5.6 NO TOBACCO USE POLICY

The KCFPD prohibits the use of tobacco products in the workplace or at any work site, while driving any vehicle owned or leased by the KCFPD and/or Kendall County, or while performing job duties on behalf of the KCFPD.

Section 5.7 SAFE DRIVING POLICY

The purpose of this policy is to ensure the safety of those individuals who drive personal vehicles for the business of the KCFPD and to ensure the safety of their passengers and the public.

A. DRIVER RESPONSIBILITIES

Employees must comply with all of the following responsibilities while driving a vehicle for the business of the KCFPD:

- All drivers must be authorized to drive for work purposes.
- The KCFPD reserves the right to review both the driver's license and MVR
 of all authorized drivers at any time. For positions which require driving as
 an essential job function, applicants may receive a conditional offer of
 employment, contingent upon the results of the MVR review.
- It is the driver's responsibility to operate the vehicle in a safe and lawful manner to prevent injuries and property damage.
- Drivers must have a valid driver's license and insurance for the type of vehicle to be operated, and must keep the license(s) with them at all times while driving. All CDL drivers must comply with all applicable D.O.T. regulations, including successful completion of medical, drug, and alcohol evaluations.
- All drivers and passengers must wear seat belts in accordance with state law.
- Employees must report all accidents, regardless of severity, to the police, to the employee's immediate supervisor and to Executive Director. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action, including termination.
- Drivers must comply with all traffic laws. Distracted driving of any type is prohibited.
- It is the responsibility of all employees to report the loss, bond issuance, suspension and/or revocation of his/her driver's license immediately to the employee's immediate supervisor and the Executive Director.
- All traffic violations (including parking tickets), citations and fines incurred when driving for work purposes are the sole responsibility of the driver.
- Driving for work purposes while under the influence in violation of the KCFPD's Drugs and Alcohol Policy is forbidden and is sufficient cause for discipline, including termination.
- Drivers who perform safety sensitive functions must inform their immediate supervisor and the Kendall County KCFPD Board of Commissioners if taking any medications that may affect their ability to safely operate a vehicle for work purposes.

Employees required to use their own vehicle on KCFPD business must have auto insurance with at least the following coverage:

\$20,000 for injury or death of one person in an accident;
\$40,000 for injury or death of more than one person in an accident
\$15,000 for damage to property of another person

The defense and indemnity by the KCFPD will be, in all cases, secondary to the policy coverage mentioned above. It is the responsibility of each employee to maintain coverage as specified and by driving a vehicle while on the job, it is assumed that coverage is in force.

Section 5.8 PORTABLE ELECTRONIC DEVICES

For purposes of this policy, "portable electronic devices" is any piece of lightweight, electrically powered equipment. These devices are typically consumer electronic devices capable of communications, data processing and/or utility. Examples range from handheld, lightweight electronic devices such as tablets, e-readers, and smartphones to small devices such as MP3 players, laptops, and personal gaming devices.

Employees are prohibited from using portable electronic devices when engaged in the following activities for the KCFPD and/or during compensated time:

- While driving or operating a moving vehicle unless a hands free device is used;
- While driving in a school zone or construction zone, even if a hands free device is used;
- While operating machinery;
- While in close proximity to moving equipment or machinery; and
- At any time when the use of a cell phone might place you or others at risk.

Employees are discouraged from conducting personal business on portable electronic devices during work hours. Personal use of portable electronic devices during work hours should be limited to emergency situations, during the employee's break times and/or meal periods. Employees are expected to mute or lower the ring tone volume on their personal cell phones and other portable electronic devices during work hours so as not to disturb others. If personal use of a portable electronic device (including, but not limited to a cell phone) during work hours becomes necessary, employees are expected to exercise courtesy towards others in the workplace and to avoid being loud or disruptive. Frequent use of personal electronic devices for personal business may result in disciplinary action up to and including termination.

Portable electronic devices should not be used to transmit business communications unless it is sent or receiving using the Kendall County/KCFPD network, or using a secured access/virtual private network (VPN). No electronic documents/emails of the KCFPD

shall be maintained on personal portable electronic devices. Also, any portable electronic devices that are used for KCFPD business must be password protected at all times, and they must also have the capability to remotely wipe all information in the event the portable electronic device is lost or stolen.

Section 5.9 EQUIPMENT/SUPPLIES

The KCFPD provides equipment and supplies to assist employees in performing their work on behalf of the KCFPD. KCFPD-provided equipment and supplies are solely to be used for work purposes.

Employees must use all equipment safely and for its intended use and in accordance with manufacturer specifications. Employees are asked to conserve resources and use only those supplies necessary to perform their job.

The KCFPD prohibits the use of KCFPD equipment or supplies for personal use.

Section 5.10 ACCIDENT REPORTING POLICY

Any employee who is injured while on duty (regardless of severity) shall report the injury to his/her immediate supervisor promptly both verbally and in writing with a completed Incident Report (form to be provided to the employee by the Executive Director and/or Human Resources, Accounting and Reservation Manager). The Incident Report shall include the following: the date, time, place injury occurred, how the injury occurred, the type of injury, the identity of any witnesses, and whether medical assistance was obtained. The report shall be submitted to the Human Resources, Accounting and Reservation Manager or the Executive Director by the end of the workday, if possible.

Any employee witnessing or receiving a report of an injury to a visitor shall verbally report the injury to the employee's supervisor immediately. The employee may also be required to complete a written Incident Report (form to be provided to the employee by the Executive Director and/or Human Resources, Accounting and Reservation Manager) and provide it to the Executive Director by the end of the workday, if possible. The Human Resources, Accounting and Reservation Manager or the Executive Director should then provide a copy of all such paperwork to the KCFPD Board President.

Any accident involving the KCFPD's/County's property or vehicles or involving a privately owned vehicle being operated for the KCFPD's business shall be reported promptly to the employee's supervisor both verbally and in writing with a completed Incident Report (form to be provided to the employee by the Executive Director and/or Human Resources, Accounting and Reservation Manager). The Incident Report shall include the following: the date, time, place incident occurred, how the incident occurred, the identity of any witnesses, and the extent and type of damage, if applicable. The report shall be submitted to the Human Resources, Accounting and Reservation Manager or the Executive Director

by the end of the workday, if possible. Employees are also required to notify law enforcement when appropriate.

Section 5.11 WORKERS' COMPENSATION

The safety and health of our employees is very important to the KCFPD. Despite our best efforts at prevention, accidents in the workplace can sometimes occur.

When an employee is injured in his or her scope of employment, the employee may be eligible for workers' compensation benefits.

An employee is required to report any and all injuries that occur or may have occurred while performing his or her job duties as soon as the employee is aware of the injury. The employee shall report such injuries to the employee's immediate supervisor, the District Executive Director and/or the Kendall County KCFPD Board of Commissioners and shall comply with the KCFPD's Accident Reporting Policy set forth above.

The KCFPD prohibits retaliation against any employee for reporting a workplace injury or filing a workers' compensation claim. Any employee that retaliates against another employee for making a good faith request for workers' compensation is subject to discipline up to and including termination of employment.

CHAPTER 6 DISCIPLINE AND SEPARATION PROCEDURES

Section 6.1 DISCIPLINE AND CORRECTIVE ACTION

An employee is expected to abide by the policies in this Employee Handbook. Failure to do so will lead to appropriate disciplinary action. Documentation of policy violations is maintained in each individual personnel file. The following procedures relating to employee discipline and termination are meant to be a guide only. Employment with the KCFPD is at-will and may be terminated with or without cause and with or without notice. Employees who are in violation of the established policies, procedures, or practices of the KCFPD may be subject to corrective action. However, the KCFPD reserves the right to bypass any or all of these corrective action steps. The corrective action process may include any or all of the following:

A. CORRECTIVE ACTION PROCESS

1. Documented Verbal Counseling:

This is typically an informal verbal counseling issued by immediate supervisor, explanation to the employee of which he did wrong and why it is important that the episode not be repeated. The immediate supervisor will then make a short written record of their conversation. The manager and employee will both initial the written record, and both will retain a copy of it. This record may become part of the employee's departmental Kendall County Forest Preserve District personnel file.

2. Written Warning:

A department manager with prior approval, and Executive Director may issue a written warning. The written warning will normally identify the specific violation of policy, procedure, or practice; the date and nature of the infraction; the corrective action required to resolve the identified breach of policy, procedure or practice; and, if applicable, the timeframe in which the noted violation must be satisfactorily resolved.

The employee will be requested to sign verification of receipt of the written warning. Should the employee disagree with the basis for the warning, notation may be made by the employee directly on the written warning. The written warning will be maintained in the employee's file. If satisfactory resolution does not occur, the next step in the Corrective Action Process may be initiated.

3. Suspension:

Suspension with or without pay may be issued for an egregious or persistent violations of policy/policies, procedure(s), or accepted practice(s). There may be circumstances where an employee may be suspended even if the employee has not received a prior

warning. The Executive Director or their designee will determine the length of the suspension by the severity of the violation.

4. Dismissal:

An egregious or persistent violation of policy/policies, procedure(s), or accepted practice(s) may result in an employee's dismissal. An employee is subject to dismissal even if the employee has not received a prior warning. The KCFPD Board of Commissioners renders all decisions regarding the dismissal of employees.

B. NON-EXHAUSTIVE LIST OF REASONS FOR CORRECTIVE ACTION

The following is a non-exhaustive list of reasons for which an employee may receive corrective action:

- 1. Possessing firearms or other weapons on KCFPD property;
- 2. Fighting or assaulting another individual;
- 3. Threatening or intimidating others;
- 4. Engaging in any form of unlawful harassment, unlawful discrimination and/or sexual misconduct:
- 5. Violating the KCFPD's Drug and Alcohol Use/Abuse Policy;
- 6. Disclosing confidential information obtained during the course of employment;
- 7. Disseminating any other records or information obtained during the course of employment to any third party or to an employee's personal email accounts without the prior written approval of the employee's immediate supervisor and/or the KCFPD Board of Commissioners or his designee;
- 8. Falsifying or altering any record or report prepared, received and/or preserved by the KCFPD;
- 9. Stealing, destroying, defacing, or misusing County property, KCFPD property or another's property;
- 10. Refusing to follow management's instructions concerning a job-related matter or insubordination;
- 11. Failing to wear assigned safety equipment or failing to abide by safety rules and policies;
- 12. Smoking where prohibited by state law, local ordinance or KCFPD rules;
- 13. Using profanity or abusive language or engaging in any other conduct that shall put the KCFPD in a bad light with the public;
- 14. Sleeping on the job without authorization:
- 15. Gambling on KCFPD property and/or while the employee is on compensated time;
- 16. Wearing improper attire or having an inappropriate personal appearance;
- 17. Incompetence, negligence, inefficiency, or failure or inability to perform your assigned duties;

- 18. Abusiveness in employee's attitude or language, or in his conduct resulting in physical harm, injury, or unlawful harassment to employees of the County, employees of the KCFPD, or the public;
- Conviction of a felony or any criminal misdemeanor set forth in Section 10-1-7 of the Illinois Compiled Statutes, which has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act;
- 20. Engaging in unprofessional conduct that puts the KCFPD in a bad light;
- 21. Causing damage to public property or waste of supplies through negligence or willful misconduct, or failure to take reasonable care of County property and/or the KCFPD's property;
- 22. Absence from scheduled work without prior authorization;
- 23. Claiming sick leave under false pretenses;
- 24. Absence without approved leave for a period of three (3) days (which may be considered to be a voluntary resignation), or a failure to report after leave of absence has expired or has been disapproved, revoked, or canceled by the employee's superior;
- 25. Work history shows excessive or chronic absenteeism. Excessive or chronic absenteeism shall be defined as <u>any</u> absence from work that is not otherwise accounted for with the use of approved vacation, sick/person leave, bereavement leave, jury duty, Family Medical Leave, IMRF Disability Leave, workers' compensation leaves, VESSA leave, military leave or any other approved leave of absence;
- 26. Violation of any policies and/or procedures for the KCFPD; and
- 27. Any other reason as determined by the employee's supervisor, the Executive Director and/or the KCFPD Board of Commissioners or his designee.

These grounds for discipline DO NOT constitute an exhaustive list of all the acts that may subject an employee to disciplinary action. No set of rules can cover all situations. The Executive Director and/or Kendall County KCFPD Board of Commissioners reserves the right to discipline and discharge employees for unacceptable conduct other than those prescribed herein.

Section 6.2 GRIEVANCE PROCEDURE

A grievance is a non-probationary employee complaint arising from a situation that is contrary to regular and ordinary employment practices and falls in the following categories:

- 1. Safety
- 2. Working Conditions
- 3. Wages and Hours
- 4. Involuntary Termination

Employees have the right to a fair hearing on any request or complaint arising in the

course of employment. Each supervisor/department manager has an obligation to make every effort to resolve employee relation problems informally as they arise.

A. DEFINITIONS AND RULES FOR GRIEVANCE PROCEDURE

Work days are considered to be Monday through Friday, exclusive of the KCFPD observed holidays.

A grievance filed by an employee of the KCFPD, except those of elected officials, shall be filed in accordance with provisions of this policy. An employee representative may be involved with and/or represent the employee at any step in the procedure.

If at any step in the grievance procedure the representative of the employer fails to respond within the time limits set forth, the employee may appeal the grievance to the next step within the time limits set forth. Time limits may be extended by mutual consent of both parties involved provided their decision has been communicated to the Executive Director.

The grievance committee shall consist of the KCFPD Board President, the Forest Preserve Vice-President and the Executive Director. If there is a conflict of interest or a member of the committee declines to sit on the committee, the KCFPD Board President shall appoint a KCFPD board member as a replacement.

B. GRIEVANCE FILING PROCEDURE

These procedures are intended to encourage open communications between employees and their supervisors, and swift resolution.

Step 1

The goal of swift resolution can best be achieved if employees will present their grievance verbally to their immediate supervisor. This should be done as soon as the cause for the grievance is known, but not later than five (5) workdays from the occurrence or circumstance. The immediate supervisor should respond verbally as soon as possible, but again no longer than five (5) workdays from receipt of the grievance. Many, if not most grievances, can be resolved swiftly in this informal manner.

Step 2

If the grievance is not settled at Step 1, the employee may file a written grievance with the department manager, within five (5) workdays after the immediate supervisor's response in Step 1. The department manager and the supervisor shall discuss the grievance with the employee at a time mutually agreeable to the parties (within five (5) workdays). The department manager shall provide a written answer to the grievance with five (5) workdays following the meeting with the employee. If the department manager is the immediate supervisor referred to in Step 1, then the employee will proceed to Step 3 immediately.

Step 3

If the grievance is not settled in Step 2 and the employee wishes to appeal the grievance further, the employee shall assume the responsibility of referring the written grievance within five (5) workdays of receiving the written response, to the KCFPD President, who shall call a Grievance Committee meeting. A meeting will be held between the Grievance Committee and the employee, the employee's representative (if applicable) and the immediate supervisor on a date agreeable to the parties not to exceed twenty-one (21) workdays after the grievance is presented to the committee. The Grievance Committee shall provide the employee with a written answer to the grievance within five (5) workdays following the meeting.

C. DECISION

The decision of the Grievance Committee of the KCFPD Board shall be final.

D. ACCELERATED GRIEVANCE PROCEDURE OF SUSPENSION WITHOUT PAY

In grievance cases involving suspension without pay, the employee may elect to follow the following "fast track" grievance procedure: Omit Step 1 and go immediately to Step 2 unless this department head was the one who took the action to suspend the employee without pay or terminate the employee involuntarily, then The employee shall proceed immediately to Step 3 and file the written grievance with KCFPD President.

Section 6.3 <u>SEPARATION PROCEDURES</u>

A. EXIT INTERVIEW:

Any time an employee permanently terminates employment with the Kendall County Forest Preserve District an exit interview may be scheduled with the Executive Director or his supervisor and/or the Kendall County Forest Preserve District Human Resource Manager.

The employee is encouraged to provide input into matters directly associated with their employment with the Kendall County Forest Preserve District, such as discussing job satisfaction, training both in-house and outside, employee's impression of supervision, compensation and employee benefits, and general suggestions for improvement of the delivery of services to residents

B. RETURN OF PROPERTY:

An employee leaving employment, whether through resignation, lay-off or dismissal, shall return any and all property in the employee's possession that the employee obtained

during his or her employment with the KCFPD including, but not limited to, uniforms, keys, equipment, identification cards, and documents.

C. REINSTATEMENT:

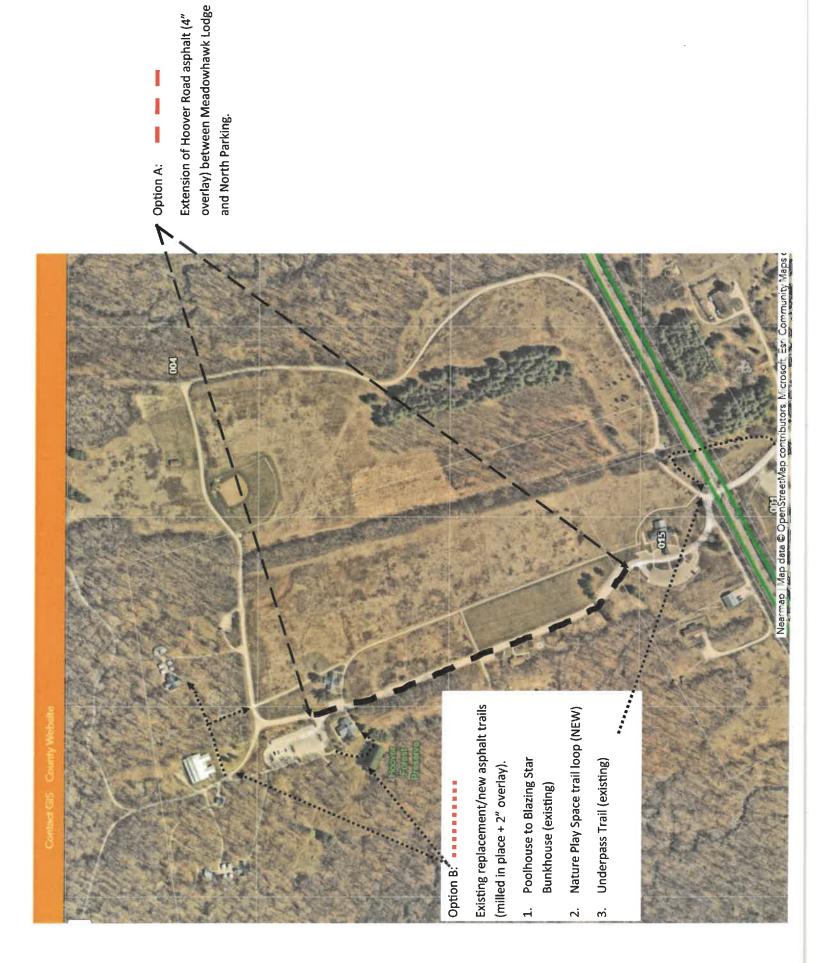
Employees who have resigned while in good standing may be rehired at the sole discretion of the Kendall County KCFPD Board of Commissioners. The conditions of rehire will be as a new employee and there shall be no carry forward of accrued service time, unless the rehire date occurs within ninety (90) calendar days after the employee's last day of employment. Employees who resign while awaiting disciplinary action or who are discharged may not be eligible for re-employment.

D. EMPLOYEE REFERENCES:

All requests for reference information about a current or former employee of the KCFPD should be referred to the District Executive Director and/or Kendall County KCFPD Board of Commissioners. It shall be the policy of the KCFPD that subjective or interpretive information about an employee's job performance will not be offered to those making reference inquiries. To the extent permitted by law, the KCFPD will only authorize the release of the following information:

Job title
General description of job responsibilities
Length of employment (starting date, termination date)
Final salary

Any other information provided will be considered a personal reference and the KCFPD will accept no responsibility for the information relayed.



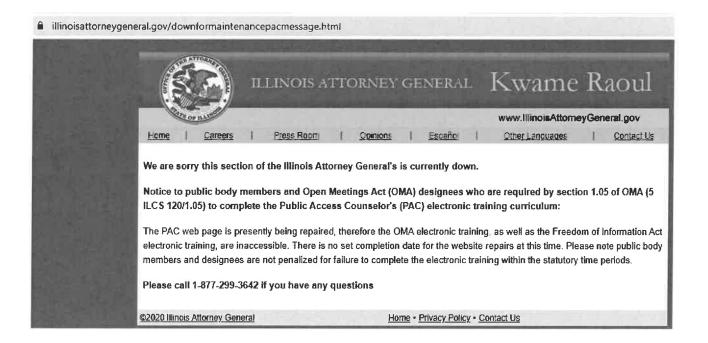
To: Kendall County Forest Preserve District Operations Committee

From: David Guritz, Executive Director

RE: Open Meetings Act and Public Access Counselor's Electronic Training

Date: July 7, 2021

The Illinois Attorney General's online OMA and PAC annual electronic training system has been compromised. As a result, the required trainings are inaccessible. Note that there are no penalties for failure to complete the training within the statutory time periods.



To: Kendall County Forest Preserve District Operations Committee

From: David Guritz, Director

RE: FY21-22 License Agreement Renewals

Date: July 7, 2021

The following license agreements will expire over the next several months:

Yorkville Athletic Association (Yorkville Fury)

Current Annual Fee: \$2,000.00

Expires: July 31, 2021 Renewal Term: 5-Years

Reported Issues: Vehicular speeding; trash removal; visitor-staff interactions; interference with closing activities; pesticide application(s) without public notice. Issues have generally improved during this most recent license year.

Recommendations:

Consider an annual fee increase.

Revise the license agreement to include penalty provisions:

Alcohol Consumption

Pesticide Use

Supplemental Trash Pick-up

Hoover/Ellis Residence Lease Agreements: Expires November 2021

Current Monthly Fees: Hoover Residence: \$250/mo. Ellis Residence: \$346.67/mo.

Recommendations: Renew under current terms.

Sunrise Center North:

Current Monthly Fee: \$1,600/mo. Expires: December 31, 2021 Renewal Term: 3-Years

Recommendations:

TBD – Under review by the Sunrise Center North board members, with requested changes anticipated. Renew for a 3-year term.

Baker Woods 3-Year Farm License Agreement Renewal: Expires December 31, 2021

Current Annual Fee: \$207 per acre for 106.7-acres + yield payment

Alt: \$220.00 per acre for conversion over to hay production

Recommendations:

Renew for a second three-year term (presumes conversion of all or a portion of the cropland over to hay production has occurred).

Kendall County Outdoor Education Center

Current Monthly Fee: \$0.00 Expires: May 16, 2022 Renewal Term: 5-Years

Recommendations:

Following request and presentation from Deanna Bazan, consider renewing for another 5-year term.

To: Kendall County Forest Preserve District Operations Committee

From: David Guritz, Director

RE: Drone Use within Forest Preserve Areas

Date: July 7, 2021

The recent encroachment drone flight at Bolsa Chica Ecological Reserve in Southern California, which caused a large-scale Elegant tern (*Thalasseus elegans*) nest abandonment event spurred a policy discussion among forest preserve districts in the region.

https://www.washingtonpost.com/science/2021/06/07/drone-crash-abandoned-eggs/

The general policy consistent between agencies is that drone use is allowed in designated areas only (model air fields), and as allowable under a special use permit.

The District's General Use Ordinance currently prohibits use of drones in all forest preserve areas.

Previous and recent discussions held with the Operations Committee upheld the determination that drone use should not be allowed within preserve areas citing possible disturbances of local wildlife, and unwanted intrusions on preserve visitors, including horseback riders which could result in injury from a spooked horse.