# KENDALL COUNTY FOREST PRESERVE DISTRICT
## MEETING AGENDA
## TUESDAY, DECEMBER 7, 2021
## 6:00 PM
## KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210

I. Call to Order
II. Pledge of Allegiance
III. Invocation
IV. Roll Call
V. Approval of Agenda
VI. Public Comments
VII. 2022 State of the Kendall County Forest Preserve District – President's Annual Report

***CONSENT AGENDA**

VIII. Approval of Minutes
- Kendall County Forest Preserve District Committee of the Whole Meeting of November 9, 2021
- Kendall County Forest Preserve District Commission Meeting of November 16, 2021

IX. *Approval of Claims in the Amount of $381,372.08

**OLD BUSINESS**

*No items posted for consideration*

**NEW BUSINESS**

X. *ORDINANCE #12-21-001: Approval of the Purchase of Approximately 10.0869± Acres of Property Known as "Jaross And Parish Reservation Woods Parcels" from The Conservation Foundation, Naperville, Illinois for an Amount Not-To-Exceed $15,400 per Surveyed Acre, Representing a Total Extended Land Value and Cost of $155,338.26, which Sum Represents 110% of the $141,216.60 Certified Fair Market Valuation of the Property, with $31,067.65 Representing 20% of the Extended Land Value of $155,338.26 to be Donated to the Kendall County Forest Preserve District by the Conservation Foundation, Plus Closing Costs Including a Project Fee Payment to The Conservation Foundation for an Amount Not-To-Exceed $6,103.29

XI. *MOTION: Approval of a Project Implementation Agreement with City Forest Credits (CFC), Seattle, Washington a Nonprofit Corporation, Including the Project Design Document, Project Implementation Agreement, Attestations, and Monitoring Protocol Necessary to Establish and Maintain a 25-Year Carbon Credit Registry with CFC for the Issuance, Release, and Sale of Carbon Credits Sequestered within a Defined 40-acre Reforested Cropland Area at Fox River Bluffs Forest Preserve

XII. *MOTION: Approval of a Carbon Credits Purchase Agreement with Regen Network Development, Inc. of Wilmington, Delaware for the Sale of 506.16 Tons CO2 Equivalence (tCO2e) from the District's CFC Fox River Bluffs Planting Project Registry at $34.00 per Ton and Total Sale Proceeds of $17,209.44

XIII. *MOTION: Approval of a Proposal from Automotive Specialties, Inc. of Yorkville Illinois for the Replacement of the 2009 F250 Pickup Truck Bed in the Amount of $4,604.85

XIV. Public Comments
XV. Executive Session
XVI. Other Items of Business
- The Morton Arboretum Chicago Region Trees Initiative - 2021 Urban Forestry Public Natural Areas Award

XVII. Adjournment

*(*) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.2.b.v.a)*

KENDALL COUNTY
FOREST PRESERVE DISTRICT

# 2022 State of the Kendall County Forest Preserve District Annual Report

For fiscal year 2022, the Kendall County Forest Preserve District has a $8.248 million dollar annual budget, employs 10 full time staff members, and 34 part-time and seasonal support staff. Staff members are also assisted by natural area volunteers who graciously help out with many preserve projects, maintenance, summer camps and other programs.

The District owns and manages nearly 3,000 acres distributed across 26 forest preserve areas in Kendall County, with the majority of forest preserves located along the Fox River corridor containing high-quality woodlands, prairies, wetlands, streams and other natural areas.

In keeping with the mission of the Forest Preserve District, these holdings serve to preserve the scenic beauty of Kendall County, and provide important places for outdoor education, recreation, and connection to nature.

Some notable events and projects during the past year include:

1. Pickerill Pigott Forest Preserve Opening on June 4, 2021.
The District held a grand opening of our newest preserve and offered tours of the property and the estate house. Refreshments were provided by the Forest Foundation of Kendall County.

2. Pickerill Estate House Renovation IDNR-PARC Grant Award.
With the receipt of the final agreement for the $828,200 grant, this project is ready to begin with Kluber architects currently working to finalize plans for the renovation of the estate house.

3. Fox River Bluffs and Hoover Forest Preserve Trail Connection Planning.
The District is working to design and determine construction cost to connect the two preserves.

4. Sale of Carbon Credits for the Fox River Bluffs Planting Project.
The District is on track to sell the initial 10% of carbon credits generating $17,209 in revenue from the planting of 31,000 trees and shrubs planted at Fox River Bluffs in 2020.

5. Receipt of American Rescue Plan Act Funding.
The District received $330,000 for American Rescue Plan Act pass through federal funding from Kendall County, enabling the hiring of a full-time and seasonal grounds maintenance staff, trail improvements at Hoover Forest Preserve, and other preserve maintenance projects.

6. Expansion of the Bow Hunt Program.
Several new hunting areas were added in the preserves this year, with 90 individuals participating in the 21-22 season. This popular and successful program helps with the monitoring and control of the spread of Chronic Wasting Disease in White-tail deer, and also provides a safe place for hunters to enjoy bow hunting.

7. Millbrook Bridge Removal Project.
In closing out the bridge removal project, plans were finalized with D Construction to complete a 1,400' extension of the Hoover entrance road and complete trail repairs at Hoover Forest Preserve.

8. Projects with assistance from the Forest Foundation of Kendall County.
The Foundation offers invaluable help with many projects in our preserves. Some highlights from this past year are: the official opening of the Hobbit Tunnel play feature, planting of over 600 trees and shrubs in the Pickerill Pigott Preserve, completion of the Pigott family dedication marker, sponsoring natural area hikes, and the launch of the tree and bench memorial program.

There have been several changes this past year in personnel, including Rebecca Antrim's retirement and Emily Shanahan's resignation, with restructuring completed to fill these key positions. The District promoted and welcomed new staff members, and completed cross-training efforts to handle additional responsibilities. The hiring of additional part time grounds maintenance staff continues to be a top priority, yet in spite of being short-handed, staff does a commendable job keeping our preserves carefully maintained, providing Kendall County residents beautiful places to enjoy nature. The Natural Beginnings Early Learning Program again filled to capacity, and continues to serve as a model program for the region. Ellis House and Equestrian Center provided a record number of lessons in 2021, generating over $110,000 in program revenues.

We appreciate and thank all of our dedicated employees for the excellent work they do every day to keep our preserves in top shape and provide a wide variety of educational programs to the public.

Finances continue to be a challenge, as Director Guritz works to stretch each dollar to keep the District in sound financial health. Recent successful grant awards, such as the IDNR-PARC grant for Pickerill Pigott, the RTP Grant for Fox River Bluffs public access improvements, and the IDNR Habitat Grant for Fox River Bluffs, have made work in these preserves possible.

Through Director Guritz's diligent work to keep all District fund balances net-positive, the District exceeded budget expectations for the year, with a surplus in the Operations Fund.

The District is looking forward to completing priority projects identified in the 5-Year Plan for FY 2022:

1. Pickerill Pigott estate house renovation
2. Implementation of the Landscape Scale Restoration Project
3. Development of the design plans for the Subat Nature Center project
4. Continuation of educational programing at Ellis and Hoover
5. Replacement of various District vehicles
6. Acquisition of the Reservation Woods parcels
7. Improvements in the Maramech to Little Rock Creek corridor connection
8. Continue sound financial practices to keep District funds net-positive
9. Continue partnerships with community groups, including Sunrise Center North, The Conservation Foundation, Boy Scouts of America, local school districts, Forest Foundation of Kendall County, the Morton Arboretum, and others who provide valuable support for preserve improvements and program development.

Lastly, thanks to the continued support from Forest Preserve Board of Commissioners, the District is able to continue offering the residents of Kendall County beautiful places to explore and enjoy, and quality educational programming and recreational opportunities.

The Board looks forward to another great year for the Forest Preserve District!

Submitted by,
Judy Gilmour, President, KCFPD
12-7-21

DRAFT FOR COMMISSION APPROVAL: 12-07-2021

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

## NOVEMBER 9, 2021

## I. Call to Order

President Gilmour called the meeting to order in the Kendall County Office Building – Kendall County Board Rooms 209 and 210 at 4:30 pm.

## II. Roll Call

| | | | |
|---|---|---|---|
| X | Cesich | X | Gryder |
| X | DeBolt | | Kellogg |
| X | Flowers (entered at 5:17 pm) | X | Koukol |
| X | Gengler | X | Rodriguez |
| X | Gilmour | X | Vickers |

Roll call: Commissioners Cesich, DeBolt, Gengler, Gryder, Koukol, Rodriguez, Vickers, and Gilmour were all present.

Commissioner Flowers entered the meeting at 4:37 pm.

## III. Approval of Agenda

Commissioner Koukol made a motion to approve the Committee of the Whole meeting agenda as presented. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

## IV. Public Comment

No public comments were offered from citizens in attendance.

## V. Executive Director's Report

Director Guritz presented highlights from the Executive Director's report.

## VI. Review of Preliminary Financial Statements and Cost Center Reports for the Period Ending October 31, 2021

Director Guritz presented an overview of the preliminary Financial Statements and Cost Center reports for the period ending October 31, 2021.

## VII. Motion to Forward Claims to Commission

Commissioner Cesich made a motion to forward claims to Commission. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

**VIII.** Wight and Company – Subat Forest Preserve Master Plan

Representatives from Wight and Company delivered a presentation on the development of the Subat Forest Preserve Master Plan. Commissioners provided feedback on factors that should be considered in the development of the Master Plan for the preserve. Commission emphasized the need to secure public feedback from preserve users and local residents as part of the master planning process, as well as connecting the Subat trail system to the new Eldamain Road pedestrian bridge crossing over the Fox River to Hoover Forest Preserve.

Commissioner Flowers entered the meeting at 4:37 pm.

## OLD BUSINESS

**IX.** FY21 Proposed Budget Amendment – Review of Draft Ordinance #11-21-001

Commissioner Cesich made a motion to forward Ordinance #11-21-001 amending the District's FY21 budget to Commission for approval. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

**X.** FY22 Proposed Budget and Salary Schedule

- Review of Proposed FY22 Levy Ordinance #11-21-002
- Review of Proposed Combined Budget and Appropriations Ordinance #11-21-003
- Review of Truth in Taxation and Operating Levy Public Notice

Commissioner DeBolt made a motion to forward the FY22 proposed salary schedule to Commission for approval. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

Commissioner Cesich made a motion to forward the proposed FY22 Levy Ordinance #11-21-002 to Commission for approval. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

Commissioner Gryder made a motion to forward the proposed FY22 combined budget and appropriations Ordinance #11-21-003 to Commission for approval. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

Commissioner Gengler made a motion to forward the Truth and Taxation and Operating Levy Public Notice to Commission for approval. Seconded by Commissioner Cesich. Aye, all. Opposed, none.

**XI.** Review of Upland Design, LTD Proposal for Design of Public Access Improvements at Fox River Bluffs

Commissioner Gengler made a motion to forward the Upland Design, LTD proposal for the design of public access improvements at Fox River Bluffs to the State's Attorney Office for review. Seconded by Commissioner Cesich. Aye, all. Opposed, none.

## NEW BUSINESS

**XII.** CY 2022 Annual Meeting and Holiday Calendar

Commissioner Cesich made a motion to forward the CY22 annual meeting and holiday calendar to Commission for approval. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

**XIII.** City Forest Credits – Project Design and Project Implementation Agreement and Attestations

Commissioner DeBolt made a motion to forward the City Forest Credits Project Implementation Agreement and attestations to the State's Attorney's Office for review. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

**XIV.** Draft Ordinance and Purchase Agreement – Reservation Woods Acquisition Project

Commissioner Gengler made a motion to forward the draft ordinance and purchase agreement of Reservation Woods to the State's Attorney's Office for review. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

**XV.** Other Items of Business

- None.

**XVI.** Public Comments

No public comments were offered from citizens in attendance.

**XVII.** Executive Session

None.

**XVIII.** Summary of Action Items

Director Guritz provided a summary of action items.

**XIX.** Adjournment

Commissioner Gengler made a motion to adjourn. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

Meeting adjourned at 6:14 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

# KENDALL COUNTY FOREST PRESERVE DISTRICT
# COMMISSION MEETING MINUTES

## NOVEMBER 16, 2021

## I. Call to Order

President Gilmour called the meeting to order at 10:13 am in the Kendall County Office Building - Second Floor Board Rooms 209 and 210.

## II. Pledge of Allegiance

All present recited the Pledge of Allegiance at the start of the County Board meeting.

## III. Invocation

An invocation was offered by Commissioner Gengler at the start of the County Board meeting.

## IV. Roll Call

| | | | |
|---|---|---|---|
| X | Cesich | | Gryder |
| | DeBolt | X | Kellogg |
| X | Flowers | X | Koukol |
| X | Gengler | X | Rodriguez |
| X | Gilmour | X | Vickers |

Roll call: Commissioners Cesich, Flowers, Gengler, Koukol, Rodriguez, Vickers, and Gilmour were all present.

Commissioner Kellogg entered the meeting at 10:15 am.

## V. Approval of Agenda

Commissioner Cesich made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

## VI. Public Comment

No public comments were offered from citizens in attendance.

## CONSENT AGENDA

### VII. Approval of Minutes

- Kendall County Forest Preserve District Finance Committee Meeting of October 28, 2021
- Kendall County Forest Preserve District Commission Meeting of November 2, 2021
- Kendall County Forest Preserve District Operations Committee Meeting of November 3, 2021

### VIII. Approval of Claims in the Amount of $23,440.31

Commissioner Cesich made a motion to approve the Consent Agenda as presented. Seconded by Commissioner Gengler.

Commissioner Kellogg entered the meeting at 10:15 am.

Motion: Commissioner Cesich
Second: Commissioner Gengler

**Roll call: Consent Agenda**

| Commissioner | Aye | Opposed | Commissioner | Aye | Opposed |
|---|---|---|---|---|---|
| Cesich | X | | Gryder | | |
| DeBolt | | | Kellogg | X | |
| Flowers | X | | Koukol | X | |
| Gengler | X | | Rodriguez | X | |
| Gilmour | X | | Vickers | X | |

Motion unanimously approved.

Roll call: Commissioners Cesich, Flowers, Gengler, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

## OLD BUSINESS

*No items posted for consideration.*

## NEW BUSINESS

### IX. ORDINANCE #11-21-001: An Ordinance Amending the Combined Annual Budget and Appropriations Ordinance #08-21-001 Setting Forth the Annual Budget of the Kendall County Forest Preserve District, Kendall County, Illinois for the Fiscal Year Beginning December 1, 2020 and Ending November 30, 2021 for an Amount Not-to-Exceed $9,565,730.00

Commissioner Cesich made a motion to approve Ordinance #11-21-001, amending the combined annual budget and appropriations ordinance #08-21-001 setting forth the annual budget of the Kendall County Forest Preserve District, Kendall County, Illinois for the fiscal year beginning December 1, 2020 and ending November 30, 2021 for an amount not-to-exceed $9,565,730.00. Seconded by Commissioner Flowers.

Motion: Commissioner Cesich
Second: Commissioner Flowers

**Roll call: Ordinance #11-21-001 Amending Ordinance #08-21-001 FY21 Combined Budget**

| Commissioner | Aye | Opposed | Commissioner | Aye | Opposed |
|---|---|---|---|---|---|
| Cesich | X | | Gryder | | |
| DeBolt | | | Kellogg | X | |
| Flowers | X | | Koukol | X | |
| Gengler | X | | Rodriguez | X | |
| Gilmour | X | | Vickers | X | |

Motion unanimously approved.

Roll call: Commissioners Cesich, Flowers, Gengler, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

## X. ORDINANCE #11-21-002: Approval of the General Fund Tax Levy Ordinance of the Kendall County Forest Preserve District, Kendall County, Illinois for the Fiscal Year Beginning December 1, 2021 and Ending November 30, 2022 for an Amount Not-to-Exceed $660,740.00

Commissioner Rodriquez made a motion to approve Ordinance #11-21-002, the General Fund Tax Levy ordinance of the Kendall County Forest Preserve District, Kendall County, Illinois for the fiscal year beginning December 1, 2021 and ending November 30, 2022 for an amount not-to-exceed $660,740.00. Seconded by Commissioner Cesich.

Motion: Commissioner Rodriguez
Second: Commissioner Cesich

**Roll call: FY22 General Fund Tax Levy Ordinance #11-21-002**

| Commissioner | Aye | Opposed | Commissioner | Aye | Opposed |
|---|---|---|---|---|---|
| Cesich | X | | Gryder | | |
| DeBolt | | | Kellogg | X | |
| Flowers | X | | Koukol | X | |
| Gengler | X | | Rodriguez | X | |
| Gilmour | X | | Vickers | X | |

Motion unanimously approved.

Roll call: Commissioners Cesich, Flowers, Gengler, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

## XI. ORDINANCE #11-21-003: An Ordinance Setting Forth the Annual Budget of the Kendall County Forest Preserve District, Kendall County, Illinois for the Fiscal Year Beginning December 1, 2021 and Ending November 30, 2022 for an Amount Not-to-Exceed $8,248,394.00

Commissioner Cesich made a motion to approve Ordinance #11-21-003 setting forth the annual budget of the Kendall County Forest Preserve District, Kendall County, Illinois for the fiscal year beginning December 1, 2021 and ending November 30, 2022 for an amount not-to-exceed $8,248,394.00. Seconded by Commissioner Gengler.

Motion: Commissioner Cesich
Second: Commissioner Gengler

**Roll call: #11-21-003 FY22 Combined Budget and Appropriations Ordinance**

| Commissioner | Aye | Opposed | Commissioner | Aye | Opposed |
|---|---|---|---|---|---|
| Cesich | X | | Gryder | | |
| DeBolt | | | Kellogg | X | |
| Flowers | X | | Koukol | X | |
| Gengler | X | | Rodriguez | X | |
| Gilmour | X | | Vickers | X | |

Motion unanimously approved.

Roll call: Commissioners Cesich, Flowers, Gengler, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

## XII. MOTION: Approval of the CY22 Regular Meetings and Holiday Schedule for the Kendall County Forest Preserve District

Commissioner Cesich made a motion to approve of the CY22 regular meetings and Holiday schedule for the Kendall County Forest Preserve District. Seconded by Commissioner Gengler. All, aye. Opposed, none. Motion unanimously approved.

## XIII. MOTION: Approval of the Kendall County Forest Preserve District Employee Salary Schedule for December 1, 2021 through November 30, 2022, which Includes an Aggregate Sum for Scheduled Increases for a Total Amount Not-to-Exceed $29,852.80

Commissioner Cesich made a motion to approve the Kendall County Forest Preserve District employee salary schedule for December 1, 2021 through November 30, 2022, which includes an aggregate sum for scheduled increases for a total amount not-to-exceed $29,852.80. Seconded by Commissioner Flowers.

Motion: Commissioner Cesich
Second: Commissioner Flowers

**Roll call: FY22 Salary Schedule**

| Commissioner | Aye | Opposed | Commissioner | Aye | Opposed |
|---|---|---|---|---|---|
| Cesich | X | | Gryder | | |
| DeBolt | | | Kellogg | X | |
| Flowers | X | | Koukol | X | |
| Gengler | X | | Rodriguez | X | |
| Gilmour | X | | Vickers | X | |

Motion unanimously approved.

Roll call: Commissioners Cesich, Flowers, Gengler, Kellogg, Koukol, Rodriguez, Vickers, and Gilmour, aye. Opposed, none. Motion unanimously approved.

## XIV. Public Comments

None.

## XV. Executive Session

None.

## XVI. Other Items of Business

- Lyon-Richard Young Forest Preserve: Forest Preserve Inspection Report

Director Guritz and Grounds and Natural Resources Division Supervisor White presented follow-up reports on a previous public comment concerning Lyon-Richard Young Forest Preserves, concluding no abnormal activity was taking place within the preserves.

## XVII. Adjournment

Commissioner Cesich made a motion to adjourn. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

Meeting adjourned at 10:26 am.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

# Claims Listing

11/23/2021 8:28:15 AM

| Department | Vendor # | Vendor Name | Invoice # | Invoice Description | GL Account | | Description | Invoice Amount |
|---|---|---|---|---|---|---|---|---|
| **Ellis Barn** | | | | | | | | |
| | 1060 | JOHN DEERE FINANCIAL | 06711302021 | Ellis Barn Supplies | 19001161 | 68580 | Grounds and Maintenance | $89.99 |
| | | | | | | | ***Sub-Total*** | ***$89.99*** |
| | | | | | | **Ellis Barn** | **Total** | **$89.99** |
| **Ellis Camps** | | | | | | | | |
| | 51 | SYNCB/AMAZON | 1GRD-X6M4-FTPP | Amazon Horseshoe Craft Supplies Ellis | 19001163 | 63030 | Program Supplies | $89.99 |
| | | | | | | | ***Sub-Total*** | ***$89.99*** |
| | | | | | | **Ellis Camps** | **Total** | **$89.99** |
| **Ellis Grounds** | | | | | | | | |
| | 51 | SYNCB/AMAZON | 1QYL-6JX9-HJWX | Amazon Ellis Grounds Supplies | 19001162 | 68580 | Grounds and Maintenance | $19.98 |
| | 1323 | MENARDS | 28879 | Ellis Grounds Supplies | 19001162 | 68580 | Grounds and Maintenance | $124.49 |
| | 1323 | MENARDS | 29028 | Ellis Grounds Supplies | 19001162 | 68580 | Grounds and Maintenance | $31.20 |
| | | | | | | | ***Sub-Total*** | ***$175.67*** |
| | | | | | | **Ellis Grounds** | **Total** | **$175.67** |
| **Ellis House** | | | | | | | | |
| | 51 | SYNCB/AMAZON | 1CQR-4797-613D | Amazon Ellis Office Supplies | 19001160 | 62000 | Office Supplies | $29.73 |
| | 51 | SYNCB/AMAZON | 2FHQ-MM19-WPC7 | Ellis Office Supplies-Stapler | 19001160 | 62000 | Office Supplies | $14.07 |
| | | | | | | | ***Sub-Total*** | ***$43.80*** |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Ellis House** | | | | | | | | |
| | 2047 | COMED | 9361548011113021 | ComEd Ellis House | 19001160 | 62270 | Utilities | $397.67 |
| | | | | | | | ***Sub-Total*** | ***$397.67*** |
| | 1241 | LEE LEGLER CONSTRUCTION & ELECTRIC INC | 207204 | Bi-annual maintenance Ellis | 19001160 | 68580 | Grounds and Maintenance | $450.00 |
| | | | | | | | ***Sub-Total*** | ***$450.00*** |
| | | | | | **Ellis House** | | **Total** | **$891.47** |
| **Environmental Educ. Natrl Beg.** | | | | | | | | |
| | 1871 | JESSICA VOSBURGH | JV3344 | Reimbursement for NB supplies | 19001178 | 63030 | Program Supplies | $33.44 |
| | 1871 | JESSICA VOSBURGH | JV5151 | Reimbursement for NB supplies | 19001178 | 63030 | Program Supplies | $51.51 |
| | | | | | | | ***Sub-Total*** | ***$84.95*** |
| | | | | | **Environmental Educ. Natrl Beg.** | | **Total** | **$84.95** |
| **Forest Preserve Director** | | | | | | | | |
| | 541 | FIRST NATIONAL BANK OF OMAHA | 3583113021 | Guritz Credit Card-Epi Pen purchases | 190011 | 62000 | Office Supplies | $903.33 |
| | | | | | | | ***Sub-Total*** | ***$903.33*** |
| | 839 | ILLINOIS ASSOCIATION OF CONSERVATION & FOREST PRES | 2021-22-009 | Annual Membership Dues | 190011 | 62030 | Dues | $200.00 |
| | | | | | | | ***Sub-Total*** | ***$200.00*** |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Forest Preserve Director** | | | | | | | | |
| | 3370 | CITY FOREST CREDITS | 144 | Application Fee Fox River Bluffs | 190011 | 62150 | Contractual Services | $1,500.00 |
| | | | | | | | ***Sub-Total*** | ***$1,500.00*** |
| | | | | | | | | |
| | 67 | AMEREN ILLINOIS | 27864440061130 21 | Ameen Services Millbrook South | 190011 | 63510 | Electric | $166.39 |
| | 2047 | COMED | 93615780001130 21 | ComEd Baker Woods | 190011 | 63510 | Electric | $19.67 |
| | | | | | | | ***Sub-Total*** | ***$186.06*** |
| | | | | | | | | |
| | 928 | INNOVATIVE UNDERGROUND, LLC | 1808 | Ellis Cleaning/Televising/Asse ssing | 190711 | 66500 | Miscellaneous Expense | $450.00 |
| | 1060 | JOHN DEERE FINANCIAL | 29745113021 | Capital Misc Expenses, Grounds Equip | 190711 | 66500 | Miscellaneous Expense | $175.92 |
| | 3379 | YORKVILLE HEATING AND AIR CONDITIONING | 64607292 | Installation of new furnace and a/c unit HO resid | 190711 | 66500 | Miscellaneous Expense | $6,437.89 |
| | | | | | | | ***Sub-Total*** | ***$7,063.81*** |
| | | | | | | | | |
| | 401 | D CONSTRUCTION INC | 20-00011 Millbrook B | Millbrook Bridge Removal | 190711 | 68500 | Project Fund Expenses | $336,405.14 |
| | 1199 | KLUBER, INC. | 7867 | Pickerill Re-roofing | 190711 | 68500 | Project Fund Expenses | $971.25 |
| | 1557 | POSSIBILITY PLACE NURSERY | 1291 | Tree Plantings at Little Rock Creek | 190011 | 68500 | Project Fund Expenses | $494.50 |
| | 1946 | XYLEM WATER SOLUTIONS | 3556B98369 | Replacement of Relay and Contactor | 190711 | 68500 | Project Fund Expenses | $1,210.00 |
| | | | | | | | ***Sub-Total*** | ***$339,080.89*** |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Forest Preserve Director** | | | | | | | | |
| | 1535 | PIZZO & ASSOC, LTD | 26214 | Fall Herbicide Application | 190711 | 68520 | ICECF Pilot Pollinator | $2,141.00 |
| | | | | | | | ***Sub-Total*** | ***$2,141.00*** |
| | 236 | CENTRAL LIMESTONE CO INC | 27812 | Central Limestone-Gravel for Hoover | 191411 | 70050 | Contractual Services | $817.16 |
| | | | | | | | ***Sub-Total*** | ***$817.16*** |
| | 1199 | KLUBER, INC. | 7866 | Pickerill Conversion | 191311 | 70650 | Professional Services (A&E) | $7,542.15 |
| | | | | | | | ***Sub-Total*** | ***$7,542.15*** |
| | | | | | **Forest Preserve Director** | | **Total** | **$359,434.40** |
| **Grounds and Natural Resources** | | | | | | | | |
| | 107 | AUTOMOTIVE SPECIALTIES INC | FORD TRUCKS | Vehicle Repairs | 19001183 | 62160 | Equipment | $15,622.90 |
| | 1060 | JOHN DEERE FINANCIAL | 10526383 | Grounds Equipment | 19001183 | 62160 | Equipment | $519.72 |
| | 1060 | JOHN DEERE FINANCIAL | 29745113021 | Capital Misc Expenses, Grounds Equip | 19001183 | 62160 | Equipment | $136.81 |
| | 1060 | JOHN DEERE FINANCIAL | 29867 | Grounds Equipment | 19001183 | 62160 | Equipment | $344.47 |
| | | | | | | | ***Sub-Total*** | ***$16,623.90*** |
| | 1655 | SERVICE SANITATION, INC | 50-493234113021 | Port-o-Let services | 19001183 | 63070 | Refuse Pickup | $242.50 |
| | | | | | | | ***Sub-Total*** | ***$242.50*** |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Grounds and Natural Resources** | | | | | | | | |
| | 1452 | NICOR | 85662610121113021 | Nicor Millbrook S | 19001183 | 63090 | Natural Gas | $133.03 |
| | 1452 | NICOR | 87946110001113021 | Nicor Harris | 19001183 | 63090 | Natural Gas | $185.94 |
| | | | | | | | ***Sub-Total*** | ***$318.97*** |
| | | | | | **Grounds and Natural Resources** | | **Total** | **$17,185.37** |
| **Hoover** | | | | | | | | |
| | 3361 | ALLYSON DUNNING | 21-00189 | Sec Dep Return MHL | 19001171 | 63040 | Security Deposit Refund | $15.00 |
| | 3362 | JIM OLSON | 21-00219 | Sec Dep Return Kingfisher | 19001171 | 63040 | Security Deposit Refund | $100.00 |
| | 3364 | TROOP 41 DJ LACHAPELLE | 20-00141 | Sec Dep Return Blazing Star | 19001171 | 63040 | Security Deposit Refund | $100.00 |
| | | | | | | | ***Sub-Total*** | ***$215.00*** |
| | 1452 | NICOR | 22827083027113021 | Nicor Hoover Shop | 19001171 | 63090 | Natural Gas | $60.68 |
| | 1452 | NICOR | 23336698297113021 | Nicor Hoover Rookery | 19001171 | 63090 | Natural Gas | $103.71 |
| | 1452 | NICOR | 24614203628113021 | Nicor Blazing Star | 19001171 | 63090 | Natural Gas | $77.05 |
| | 1452 | NICOR | 28235299733113021 | Nicor Moonseed | 19001171 | 63090 | Natural Gas | $67.58 |
| | 1452 | NICOR | 30831034894113021 | Nicor Kingfisher | 19001171 | 63090 | Natural Gas | $82.21 |
| | 1452 | NICOR | 50980197128113021 | Nicor Meadowhawk Lodge | 19001171 | 63090 | Natural Gas | $62.99 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Hoover** | 1452 | NICOR | 72389374124113021 | Nicor Hoover Residence | 19001171 | 63090 | Natural Gas | $24.34 |
| | 1452 | NICOR | 88551401149113021 | Nicor Hoover Maintenance | 19001171 | 63090 | Natural Gas | $73.57 |
| | | | | | | | ***Sub-Total*** | ***$552.13*** |
| | 2047 | COMED | 07936730151130 21 | ComEd Hoover Multiple | 19001171 | 63100 | Electric | $768.16 |
| | | | | | | | ***Sub-Total*** | ***$768.16*** |
| | 1323 | MENARDS | 29286 | Menards Hoover Grounds, Shop, Building Supplies | 19001171 | 63110 | Shop Supplies | $161.15 |
| | 1744 | JAY TECKENBROCK | 112-1654255-1375449 | Reimbursement for Pole Extension | 19001171 | 63110 | Shop Supplies | $94.99 |
| | | | | | | | ***Sub-Total*** | ***$256.14*** |
| | 1323 | MENARDS | 29286 | Menards Hoover Grounds, Shop, Building Supplies | 19001171 | 63120 | Building Maintenance | $406.52 |
| | | | | | | | ***Sub-Total*** | ***$406.52*** |
| | 1323 | MENARDS | 29286 | Menards Hoover Grounds, Shop, Building Supplies | 19001171 | 68580 | Grounds and Maintenance | $129.96 |
| | 3376 | NICHOLSON LOGGING & LUMBER | 11302021 | Mill Time-Hoover Grounds | 19001171 | 68580 | Grounds and Maintenance | $190.00 |
| | | | | | | | ***Sub-Total*** | ***$319.96*** |
| | | | | | | **Hoover** | **Total** | **$2,517.91** |
| | | | | | | | **Grand Total** | **$380,469.75** |

# Claims Listing

11/23/2021 2:43:51 PM

| Department | Vendor # | Vendor Name | Invoice # | Invoice Description | GL Account | | Description | Invoice Amount |
|---|---|---|---|---|---|---|---|---|
| **Forest Preserve Director** | | | | | | | | |
| | 541 | FIRST NATIONAL BANK OF OMAHA | 3583112321 | Credit Card Dave Gurtiz Epi Pen Purchase | 190011 | 62000 | Office Supplies | $902.33 |
| | | | | | | | ***Sub-Total*** | ***$902.33*** |
| | | | | | **Forest Preserve Director** | | **Total** | **$902.33** |
| | | | | | | | **Grand Total** | **$902.33** |

DRAFT FOR COMMISSION APPROVAL: 12-07-21

**KENDALL COUNTY FOREST PRESERVE DISTRICT**
**KENDALL COUNTY, ILLINOIS**

**ORDINANCE# 12-21-001**

**AN ORDINANCE TO PURCHASE APPROXIMATELY 10.0869± ACRES OF PROPERTY KNOWN AS "JAROSS AND PARISH RESERVATION WOODS PARCELS" FROM THE CONSERVATION FOUNDATION, NAPERVILLE, ILLINOIS FOR AN AMOUNT NOT-TO-EXCEED $15,400 PER SURVEYED ACRE, REPRESENTING A TOTAL EXTENDED LAND VALUE AND COST OF $155,338.26, WHICH SUM REPRESENTS 110% OF THE $141,216.60 CERTIFIED FAIR MARKET VALUATION OF THE PROPERTY, WITH $31,067.65 REPRESENTING 20% OF THE EXTENDED LAND VALUE OF $155,338.26 TO BE DONATED TO THE KENDALL COUNTY FOREST PRESERVE DISTRICT BY THE CONSERVATION FOUNDATION, PLUS CLOSING COSTS**

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

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

WHEREAS, the President and Board of Commissioners of the District have the authority to acquire by lease, purchase, condemnation, gift, grant, or devise, lands necessary and desirable for forest preserve purposes; and

WHEREAS, the District has conducted a study of certain lands located in Kendall Township known as the "Jaross and Parish Reservation Woods Parcels" located within the corporate limits of the District which consist of approximately 10.0869 acres more or less and are suitable for forest preserve purposes, as legally described and depicted in Exhibit A attached hereto (hereinafter the "Property"); and

WHEREAS, on November 4, 2020, the District's Board of Commissioners approved an Illinois Clean Energy Community Foundation grant agreement (Grant Agreement #8133) to reimburse the District for eighty percent of the land value of the Property, up to $136,640.00, plus $10,000 for an initial natural area restoration project on the Property; and

WHEREAS, the District and Illinois Clean Energy Community Foundation have reviewed and certified the fair market valuation information for the Property; and

WHEREAS, in accordance with the District's grant agreement with the Illinois Clean Energy Community Foundation, the District will contribute up to eighty percent of the total land value of the Property, up to $136,640.00, with a required 80%:20% grant match; and

WHEREAS, The Conservation Foundation has honored its commitment to donate the remaining twenty percent of the land value of the Property, thereby providing the required matching funds to satisfy the Illinois Clean Energy Community Foundation grant agreement matching requirement, on behalf of the District; and

WHEREAS, the Illinois Clean Energy Community Foundation has confirmed that The Conservation Foundation's donation to the District shall constitute and fulfill the District's grant agreement matching funds requirement; and

WHEREAS, the purchase contract entitled "Agreement for Purchase of Real Estate Commonly Known as the "Jaross and Parish Reservation Woods Parcels"" (hereinafter the "Purchase Agreement") has been successfully negotiated between the District and The Conservation Foundation and incorporated into this Ordinance as Exhibit B; and

WHEREAS, the District has complied with all statutory and grant agreement procedures required for acquisition of the Property.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Kendall County Forest Preserve District, Kendall County, Illinois that:

1. The recitals set forth above are hereby adopted and incorporated into this Ordinance by this reference.

2. The Jaross and Parish Reservation Woods Parcels are owned by The Conservation Foundation and are legally described and depicted in Exhibit A attached hereto and in the Purchase Agreement attached hereto as Exhibit B, which real estate lies wholly within the limits of the District.

3. The Jaross and Parish Reservation Woods Parcels are suitable to be used, occupied and developed for forest preserve purposes, and it is necessary and desirable that this real estate be acquired by the District for $15,400 per surveyed acre, representing 110% of the average certified fair market value of $14,000 per acre of the real estate, with an extended land value and cost of $155,338.26, plus closing costs.

4. The Kendall County Forest Preserve District's President, Vice-President, Secretary, Treasurer, Executive Director and Office of the Kendall County State's Attorney are hereby authorized and directed to execute and attest to all documents, on behalf of the District, including but not

limited to the Purchase Agreement, which are necessary to complete such transactions and to acquire the Jaross and Parish Reservation Woods Parcels, provided that the documents have first been approved by the Office of the Kendall County State's Attorney.

5. Should any provision of this Ordinance be held to be invalid by a court of competent jurisdiction, that provision shall be stricken from this Ordinance and the remaining provisions shall continue in full force and effect to the fullest extent possible.

6. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 7TH day of December, 2021

Ayes:

Nays:

APPROVED this 7TH day of December, 2021

APPROVED: _____
Judy Gilmour, President

ATTEST: _____
Elizabeth Flowers, Secretary

**Exhibit A**
**Legal and Depiction**

**Exhibit B**
**Purchase Agreement**

EXHIBIT B TO ORDINANCE #12-21-001
DRAFT FOR COMMISSION APPROVAL: 12-07-2021

# AGREEMENT FOR PURCHASE OF REAL ESTATE COMMONLY KNOWN AS THE "JAROSS AND PARISH RESERVATION WOODS PARCELS"

This AGREEMENT FOR PURCHASE OF REAL ESTATE COMMONLY KNOWN AS THE "JAROSS AND PARISH RESERVATION WOODS PARCELS" ("Agreement") is hereby entered into between THE CONSERVATION FOUNDATION, an Illinois not-for-profit corporation, having its principal address at 10S404 Knoch Knolls Road, Naperville, Illinois 60565 ("TCF") and the KENDALL COUNTY FOREST PRESERVE DISTRICT, a body corporate and politic, having its principal address at 110 West Madison Street, Yorkville, Illinois 60560 (the "District"). TCF and the District are hereafter sometime individually referred to as a "party" and collectively referred to as the "parties."

## RECITALS

WHEREAS, the real estate subject to this Agreement is commonly referred to between the parties as the "Jaross and Parish Reservation Woods Parcels," and consists of approximately 5.297 acres and 4.7899 acres, respectively, for a total of 10.0869 acres as legally described and depicted on the ALTA/NSPS Land Title Surveys dated July 16, 2020 ("Surveys") attached hereto and incorporated herein as Exhibit A (the "Subject Property"); and

WHEREAS, TCF currently owns the Subject Property which is located in close proximity to various other properties included within Reservation Woods that are owned by the District; and

WHEREAS, the District and TCF have the common goal of preserving and protecting the natural resources on the Subject Property in conjunction with their efforts to preserve and protect the high quality, pristine, wooded character of the Subject Property, and to also add onto the adjacent Reservation Woods parcels owned by the District for the eventual connection of these parcels to Henneberry Forest Preserve; and

WHEREAS, to this end, TCF and the District have agreed to enter into a transaction whereby the Subject Property will be sold in fee simple by TCF to the District at a price of $15,400 per surveyed acre, less a donated contribution by TCF to the District of $3,080 per surveyed acre, with TCF and the District agreeing that the total value of the Subject Property is $155,338.26; and

WHEREAS, the District has agreed to pay TCF the sum of $124,270.61 from an Illinois Clean Energy Community Foundation grant which TCF and the District agree represents eighty percent (80%) of the land value of the Subject Property, and in addition to pay TCF the sum of $6,103.29 in order to reimburse TCF for the attorney fees TCF has incurred in the amount of $2,500.00 and to pay TCF's project fee of $3,603.29; and

WHEREAS, TCF has agreed to donate to the District twenty percent (20%) of the land value of the Subject Property which TCF and the District agree is the sum of $31,067.65, with the District paying for all closing, title, survey and environmental due diligence costs; and

WHEREAS, it is expressly understood that TCF will convey and donate the Subject Property to the District via a Warranty Deed in its "as is where is" condition, with no representations being made by TCF or relied upon by the District as to the environmental status or condition of the Subject Property, and with the District having undertaken any and all environmental and other due diligence investigation of the Subject Property as the District has deemed fit and necessary.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by TCF and the District, TCF and the District agree as follows:

1. The District and TCF hereby adopt the foregoing Recitals and affirm that the construction of this Agreement shall be guided thereby.

2. The District agrees to pay the sum of $124,270.61 to TCF to purchase the Subject Property, with the remaining land value of the Subject Property being $31,067.65 and donated by TCF. At Closing (as defined hereafter), the District shall also pay to TCF the additional sum of $6,103.29 to reimburse TCF for its attorney fees and project fee.

3. TCF agrees to convey and donate the Subject Property in fee simple at the price and on the terms set forth herein, and to cause to be conveyed to the District by a recordable Warranty Deed, subject only to the following: general real estate taxes, if any, for the year 2022 and subsequent years and any special assessments not yet due and payable as of the date of closing; building, building line and use or occupancy restrictions; conditions and covenants of record that do not adversely affect the District's intended use of the Subject Property; zoning laws and ordinances; easements for public utilities; drainage ditches, feeders, laterals and drain tile, pipe or other conduit.

4. Recognizing that TCF has owned the Subject Property and the Subject Property is deemed exempt from real estate taxes, no proration for real estate taxes shall be given at Closing. Notwithstanding, if any real estate taxes are due and owing on the Subject Property as of the date of Closing, TCF shall give the District a credit for the real estate taxes through the date of Closing based on 105% of the last ascertainable tax bill.

5. The closing ("Closing") of the transaction contemplated by this Agreement shall take place on or before January 31, 2022 at the office of Chicago Title Insurance Company (Lisle Office) (the "Title Company"), during regular business hours at a time that is mutually agreeable to the District and TCF. At Closing, TCF shall convey and donate the Subject Property to the District by a recordable Warranty Deed as referenced above, and shall also tender an affidavit of title, a real estate transfer declaration and such other documents reasonably required by the Title Company to effectively vest the District with fee simple title to the Subject Property and to close on the sale and donation of the Subject Property to the District. The District shall also

deliver such other documents as may be reasonably required by the Title Company to close on the sale and donation of the Subject Property contemplated under this Agreement. TCF shall tender full and exclusive possession of the Subject property to the District at Closing.

6. The District shall pay for any and all closing costs and charges, closing escrow fees, title, survey and any other charges associated with TCF's conveyance and donation of the Subject Property to the District. If any transfer taxes are imposed by the State of Illinois, County of Kendall or by municipal ordinance, they shall be paid by the District.

7. The District, at its sole expense, will cause to be delivered to TCF in advance of Closing, a title commitment from Title Company with coverage in the amount of the full purchase price with extended coverage. If the title commitment discloses unpermitted exceptions, as determined by the District in its sole discretion, which the Title Company will not agree to insure over, the District shall have the right to terminate this Agreement.

8. The District shall obtain a survey, if the District so elects, at its sole expense. TCF agrees to cooperate with the District's surveyor in the event a survey is desired by the District. If the District elects not to obtain a new survey, TCF agrees to provide an affidavit of no new improvements as required by the Title Company as to the Surveys attached hereto as Exhibit A.

9. TCF and the District represent that no broker has been involved in the formation of this Agreement and no commission or fee is due to any broker from the sale of the Subject Property.

10. Provided that TCF has fully complied with all terms and conditions of this Agreement, if the District refuses to purchase the Subject Property in accordance with the terms and conditions of this Agreement, TCF may seek all remedies available under Illinois law, including specific performance of this Agreement, together with recovery of TCF's reasonable attorney fees and costs incurred in enforcing this Agreement. Provided that the District has fully complied with all terms and conditions of this Agreement, if TCF refuses to convey the Subject Property in accordance with the terms of this Agreement, the District may seek all remedies available under Illinois law, including specific performance of this Agreement, together with recovery of the District's reasonable attorney fees and costs incurred in enforcing this Agreement.

11. The District acknowledges and agrees that it is acquiring the Subject Property from TCF in its "AS IS WHERE IS" condition with no representations, guarantees or warranties as to the environmental status or condition of the Subject property being made by TCF or relied upon by the District. The District further represents and warrants to TCF that it has undertaken whatever due environmental diligence on the Subject Property that the District has deemed necessary.

12. To the best of TGF's knowledge, with no duty to investigate, TCF represents that TCF has not received written notice from any governmental body or owner association regarding (a) zoning, building, fire or health violations that have not been corrected; (b) any pending

rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment affecting the Subject Property, other than as may be reflected in the title commitment issued by the Title Company. In addition, there are no proposed or pending unconfirmed special assessments affecting the Subject Property that are payable after Closing and the Subject Property is not located within a Special Service Area with any payment being due and owing after the Closing, other than as may be reflected in the title commitment issued by the Title Company.

13. Each notice provided for under this Agreement shall comply with the requirements of this paragraph. Each notice shall be in writing by email and/or by facsimile transmission, and shall also be sent by (i) depositing it with the U.S. Postal Service via registered or certified mail, return receipt requested with adequate postage prepaid; or (iii) sent by a nationally recognized messenger or overnight courier service. Each notice shall be effective upon being transmitted by fax and/or email and deposited in the mail or delivered by a messenger or courier service, but the time period in which a response from any notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the notice by the addressee thereof, as evidence by confirmation of the facsimile transmission and/or email and the return receipt or other written acknowledgement of delivery. Notice shall be addressed as follows:

TCF:

The Conservation Foundation
Attn: Daniel P. Lobbes
Director of Land Protection
10S404 Knoch Knolls Road
Naperville, Illinois 60565
(630) 428-4500 ext. 104
dlobbes@theconservationfoundation.org

DISTRICT:

Kendall County Forest Preserve District
Attn: _____
110 West Madison Street
Yorkville, Illinois 60560
Phone: _____
Email: _____

WITH A COPY TO:

Rachel K. Robert
Day & Robert, P.C.
300 East 5th Avenue
Suite 365
Naperville, Illinois 60563
(630) 637-9811
rkr@drm.law

WITH A COPY TO:

Lisa A. Coffey
Law Office of Lisa A. Coffey, P.C.
3408 Orchard Road
Oswego, Illinois 60543
(630) 554-3000
lisa@lacoffeylaw.com

14. Time is of the essence of this Agreement.

15. The District and TCF hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event either party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said party.

16. Any exhibits referred to herein and attached to this Agreement are incorporated herein by reference.

17. This Agreement is subject to the approval of the District's Board of Commissioners and TCF's Board of Trustees.

18. This Agreement, and all exhibits attached and incorporated herein, shall constitute the entire agreement between the parties hereto. All negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated in this Agreement.

19. No addition to, or modification of, this Agreement shall be effective unless fully set forth in writing and signed by both TCF and the District. The invalidity or unenforceability of any provision or provisions of this Agreement shall not render any other provision or provisions invalid or unenforceable.

20. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and the parties hereto hereby agreed and consent to submit themselves to any court of competent jurisdiction situated in Kendall County, Illinois. In any action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.

21. This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signature of less than all of the parties, and all of which together shall be construed as a single instrument.

**[SIGNATURES ON THE NEXT PAGE]**

THE CONSERVATION FOUNDATION,
an Illinois not-for-profit corporation

BY: _____

ITS: _____

_____
DATE

KENDALL COUNTY FOREST PRESERVE DISTRICT,
a body corporate and politic,

BY: _____

ITS: _____

ATTEST: _____

ITS: _____

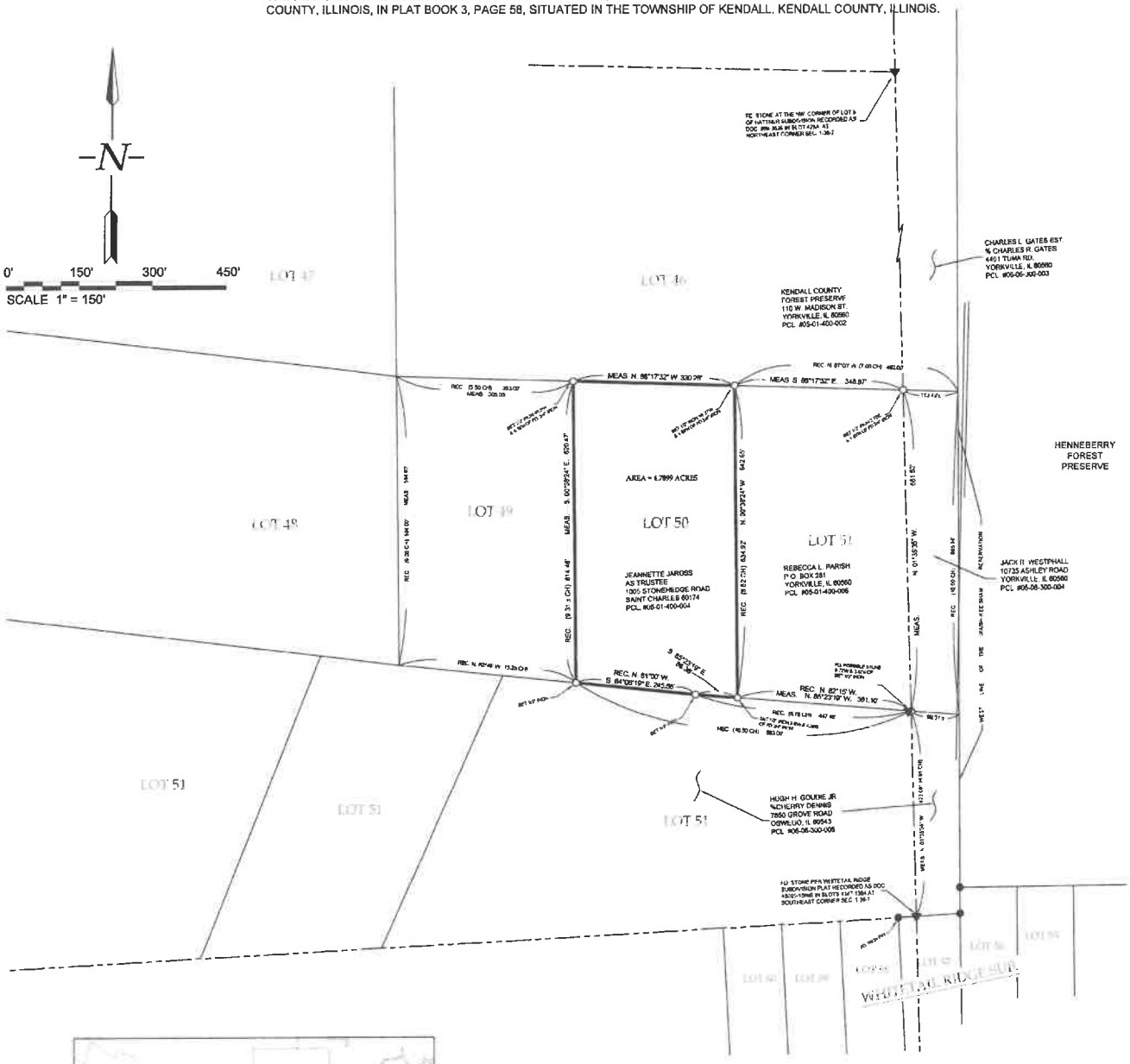
_____
DATE

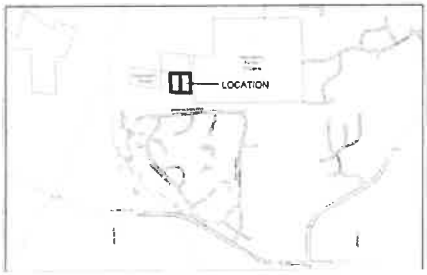
**EXHIBIT A**
**ALTA/NSPS LAND TITLE SURVEYS**

# ALTA/NSPS LAND TITLE SURVEY

OF

SUBLOT 50 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT KNOWN AS ASSESSOR'S PLAT OF SAID SECTION, RECORDED IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, IN PLAT BOOK 3, PAGE 58, SITUATED IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.




LOCATION MAP

**GENERAL NOTES:**

1) WE DID RECEIVE A TITLE COMMITMENT TO USE FOR THE BASIS OF THE PROPERTY BEING SURVEYED. PLEASE SEE THE SURVEYORS CERTIFICATE FOR THE TITLE COMPANY AND COMMITMENT NUMBER.
2) THE ABOVE DESCRIBED PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON PANEL NUMBER 17093C0130H EFFECTIVE JANUARY 8, 2014.
3) THERE ARE TWO DIFFERENT PLATS BEING USED TO DESCRIBE THE PROPERTIES. ONE TITLE MAKES REFERENCE TO PLAT BOOK 2, PAGE 1 AND THE OTHER TITLE COMPANY MAKES REFERENCE TO PLAT BOOK 3, PAGE 58. THE PLAT IN BOOK 2 APPEARS TO BE THE ASSESSOR'S PLAT OF THE PROPERTIES AT THAT TIME AND THE PLAT IN BOOK 3 WAS PREPARED BY THE COUNTY SURVEYOR BASED ON PERSONAL SURVEYS AND FROM OTHER RECORDS OF KENDALL COUNTY. IN THIS IMMEDIATE AREA, BOTH PLATS SEEM TO REPRESENT THE SAME PIECES OF PROPERTY AND WHICH ONE IS 100 PERCENT CORRECT IS UNKNOWN.
4) OUR RESEARCH WENT BACK TO ABOUT 1850 FOR LEGAL DESCRIPTIONS OF LAND AT THAT TIME THAT MAY HAVE BEEN USED IN THE PREPARATION OF BOTH PLAT BOOK PAGES. I HAVE TRIED TO FOLLOW AS CLOSELY AS POSSIBLE TO MATCH ALL DOCUMENTS, INCLUDING THE TWO DIFFERENT PLAT BOOK PAGES, TO CREATE THE SURVEY COMPLETED. THERE WAS NO DEFINITIVE EVIDENCE OF ANY POSSESSION OR OCCUPATION FOUND IN THE COURSE OF COMPLETING THIS SURVEY.
5) THE TITLE COMPANY DID NOT FIND ANY EASEMENTS OF RECORD AFFECTING THIS PROPERTY. IN ADDITION, WE FOUND NO EVIDENCE OF ANY KIND FOR ANY UTILITIES CROSSING THIS PROPERTY WITH THE EXCEPTION OF A COUPLE OF WATER WAY RAVINES.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

THIS IS TO CERTIFY TO JEANNETTE JAROSS, AS TRUSTEE UNDER DECLARATION OF TRUST DATED APRIL 7, 1994, ATTORNEYS' TITLE GUARANTY FUND INC. UNDER COMMITMENT NO. 200205500055. THE CONSERVATION FOUNDATION AND THE KENDALL COUNTY FOREST PRESERVE DISTRICT, THAT THIS SURVEY, MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 11 (VISIBLE) AND 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON THE 7th DAY OF JULY, 2020

THE UNDERSIGNED HAS RECEIVED AND EXAMINED A COPY OF THE ATTORNEYS' TITLE GUARANTY FUND COMMITMENT NO 200205500055, DATED JULY 16, 2020 THE LOCATION OF ANY MATTER SHOWN THEREON, TO THE EXTENT IT CAN BE LOCATED, HAS BEEN SHOWN ON THIS SURVEY.

GIVEN UNDER MY HAND AND SEAL AT PLANO, ILLINOIS THIS 8th DAY OF SEPTEMBER, 2020 A.D.

RONALD D. BAUER
ILLINOIS PROFESSIONAL LAND SURVEYOR #2352
REGISTRATION EXPIRES 11-30-2020

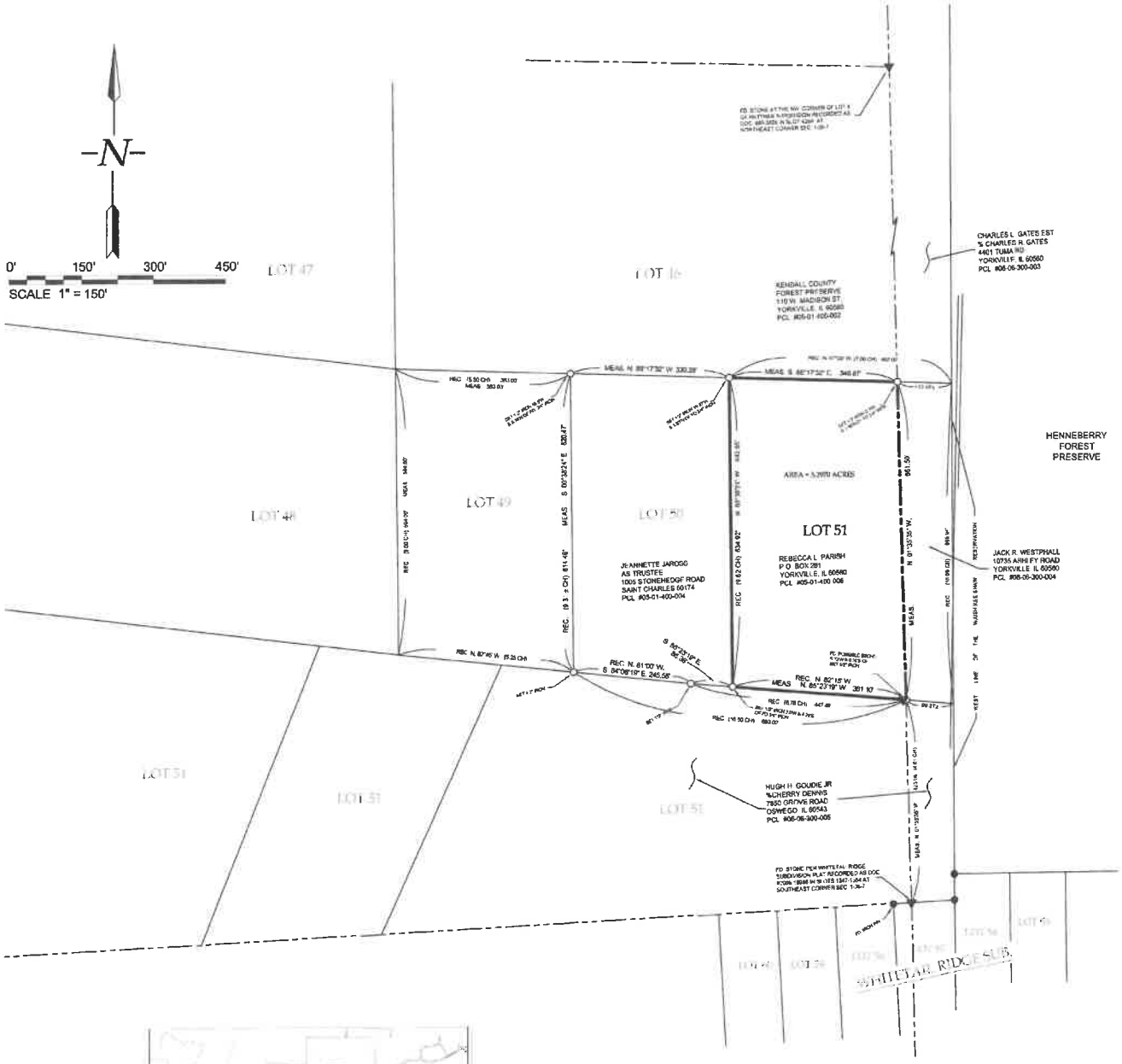
rbac
RB & ASSOCIATES CONSULTING, INC
4 W MAIN STREET
PLANO, IL 60545
(630) 552-7452
DESIGN FIRM # 184-004475
www.rb-associates.net

DWG # 2020-15834-050 C (ALTA)

# ALTA/NSPS LAND TITLE SURVEY

OF

SUBLOT 51 OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN IN PLAT BOOK 2 AT PAGE 1, ALL IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.





LOCATION MAP

**GENERAL NOTES:**

1) WE DID RECEIVE A TITLE COMMITMENT TO USE FOR THE BASIS OF THE PROPERTY BEING SURVEYED. PLEASE SEE THE SURVEYORS CERTIFICATE FOR THE TITLE COMPANY AND COMMITMENT NUMBER.
2) THE ABOVE DESCRIBED PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON PANEL NUMBER 17093C0130H EFFECTIVE JANUARY 8, 2014.
3) THERE ARE TWO DIFFERENT PLATS BEING USED TO DESCRIBE THE PROPERTIES. ONE TITLE MAKES REFERENCE TO PLAT BOOK 2, PAGE 1 AND THE OTHER TITLE COMPANY MAKES REFERENCE TO PLAT BOOK 3, PAGE 58. THE PLAT IN BOOK 2 APPEARS TO BE THE ASSESSOR'S PLAT OF THE PROPERTIES AT THAT TIME AND THE PLAT IN BOOK 3 WAS PREPARED BY THE COUNTY SURVEYOR BASED ON PERSONAL SURVEYS AND FROM OTHER RECORDS OF KENDALL COUNTY. IN THIS IMMEDIATE AREA, BOTH PLATS SEEM TO REPRESENT THE SAME PIECES OF PROPERTY AND WHICH ONE IS 100 PERCENT CORRECT IS UNKNOWN.
4) OUR RESEARCH WENT BACK TO ABOUT 1850 FOR LEGAL DESCRIPTIONS OF LAND AT THAT TIME THAT MAY HAVE BEEN USED IN THE PREPARATION OF BOTH PLAT BOOK PAGES. I HAVE TRIED TO FOLLOW AS CLOSELY AS POSSIBLE TO MATCH ALL DOCUMENTS, INCLUDING THE TWO DIFFERENT PLAT BOOK PAGES, TO CREATE THE SURVEY COMPLETED. THERE WAS NO DEFINITIVE EVIDENCE OF ANY POSSESSION OR OCCUPATION FOUND IN THE COURSE OF COMPLETING THIS SURVEY.
5) THE TITLE COMPANY DID NOT FIND ANY EASEMENTS OF RECORD AFFECTING THIS PROPERTY. IN ADDITION, WE FOUND NO EVIDENCE OF ANY KIND FOR ANY UTILITIES CROSSING THIS PROPERTY WITH THE EXCEPTION OF A COUPLE OF WATER WAY RAVINES.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF KENDALL)

THIS IS TO CERTIFY TO REBECCA L. PARISH, CHICAGO TITLE INSURANCE COMPANY UNDER COMMITMENT NO. 20LS01178AU0006823AU THE CONSERVATION FOUNDATION AND THE KENDALL COUNTY FOREST PRESERVE DISTRICT, THAT THIS SURVEY, MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 11 (VISIBLE) AND 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON THE 7th DAY OF JULY, 2020.

THE UNDERSIGNED HAS RECEIVED AND EXAMINED A COPY OF CHICAGO TITLE INSURANCE COMPANY'S COMMITMENT NO. 20LS01178AU, DATED JULY 16, 2020. THE LOCATION OF ANY MATTER SHOWN THEREON, TO THE EXTENT IT CAN BE LOCATED, HAS BEEN SHOWN ON THIS SURVEY.

GIVEN UNDER MY HAND AND SEAL AT PLANO, ILLINOIS THIS 8th DAY OF SEPTEMBER, 2020 A.D.

RONALD D. BAUER
ILLINOIS PROFESSIONAL LAND SURVEYOR #2352
REGISTRATION EXPIRES 11-30-2020

rbac
RB & ASSOCIATES CONSULTING, INC
4 W MAIN STREET
PLANO, IL 60545
(630) 552-7452
DESIGN FIRM # 184-004475
www.rb-associates.net

DWG # 2020-15834-051 C (ALTA)

# Project Implementation Agreement

This Project Implementation Agreement ("Agreement") is entered into as of December 7, 2021 (the "Effective Date"), by and between the Urban Forest Carbon Registry, doing business as City Forest Credits, a Washington nonprofit corporation ("Registry") and Kendall County Forest Preserve District (hereinafter "KCFPD"), Kendall County, Illinois, a municipal government agency (the "Parties").

KCFPD is the "Project Operator" of the Fox River Bluffs Planting Project (Registry project number "19") ("Project"). The Project may consist of several sites, one of which is located in and along the municipal boundary of the United City of Yorkville, IL. The owner of the Property for the site submitted is the KCFPD, a municipal government agency ("Property Owner").

**Recitals**

A. The Registry is a nonprofit organization that establishes standards in protocols for the:
(i) development and implementation of projects that seek to sequester greenhouse gas ("GHG") emissions and provide other benefits, such as storm water reductions, air quality benefits, and energy savings ("co-benefits") from tree planting and tree preservation on land in metropolitan areas ("City Forest Carbon Projects"),
(ii) calculation of GHG emission sequestration and co-benefits by City Forest Carbon Projects and
(iii) verification of GHG emission sequestration and co-benefits produced by City Forest Carbon Projects. The Registry also issues carbon credits known as City Forest Carbon+ Credits™ ("Carbon+ Credits" or "Credits"), per the Registry's protocols. In addition, the Registry tracks the issuance, transfer, and retirement of Carbon+ Credits over time in a secure database.

B. The Registry has developed a Tree Planting Protocol. This Tree Planting Protocol, Version 9 dated February 7, 2021 dated (the "Protocol") is incorporated herein, and all terms used in the Protocol have the same meaning here.

C. Project Operator is a Kendall County Forest Preserve District, Kendall County, Illinois established in 1964 by voter referendum under the provisions of the Illinois Downstate Forest Preserve District Act (70 ILCS 805/).

The mission of the Kendall County Forest Preserve District is to acquire, preserve, and manage natural areas and open spaces, provide environmental education, and offer recreational opportunities for Kendall County residents.

The goals of the Kendall County Forest Preserve District are to:

- Acquire and hold lands containing forests, prairies, wetlands, streams and other natural areas in order to preserve the flora, fauna and scenic beauties of Kendall County for the enjoyment of county residents and future generations.
- Acquire and hold properties containing lands capable of being restored to a natural condition and lands that will provide recreational opportunities and facilities.
- Utilize the forest preserves to provide educational opportunities for county residents regarding the natural systems, natural processes, and natural history of Kendall County.
- Provide and maintain passive and active recreational opportunities and facilities for residents that are compatible with the District's natural areas and open spaces.

- Provide and maintain multi-purpose event facilities for residents that are compatible with District natural areas and open spaces.
- Implement resource management practices and policies that maintain and enhance the biodiversity of District natural areas.
- Maintain and enhance practices and policies that promote fiscal responsibility and organizational proficiency.
- Maintain and enhance multiple media outlets to inform Kendall County residents of District programs, properties, facilities, and policies.
- Partner with other governmental agencies, conservation organizations and private landowners to preserve natural areas, create greenway corridors, and develop linear trails.

D. Project Operator has applied to the Registry to conduct a tree planting project under the Registry's Tree Planting Protocol.

E. This Agreement sets forth certain rights, obligations, and restrictions relating to the Project, Project Operator, and the Registry to ensure that Project Operator remains in compliance with the Protocol and this Agreement for the Project Duration (defined as twenty-five (25) years following the Effective Date), and any extensions thereof.

**Agreement**

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Obligations.** Project Operator shall fulfill all Project Operator obligations for the Project and comply with all responsibilities and requirements in this Agreement and the Protocol. The Registry shall fulfill all of its obligations and comply with all responsibilities and requirements in both this Agreement and the Protocol.

2. **Issuance of City Forest Carbon+ Credits.** The Registry shall issue Carbon+ Credits to Project Operator per the process set forth in the Protocol, and subject to the provisions of this Agreement. When it issues Credits to Project Operator, the Registry's Credit Tracking System will mark those Credits as "Issued and Held." This will denote that the Credits have been issued to and in the name of Project Operator but not released to Project Operator. When Project Operator has paid fees due under Section 8, the Registry's Credit Tracking System will release these Issued and Held Credits to Project Operator and mark them as "Issued and Released" in its Credit Registry.

Project Operator shall have the right to control, transfer, or retire Carbon+ Credits only after those Credits are marked by the Registry as "Issued and Released" to Project Operator. "To retire" a Credit or "retiring" a Credit means to transfer that Credit to a designated status for retirement in the Registry's Credit Tracking System via written request to the Registry. Retirement status signifies that the Owner and Transferor of the Credit has counted or used that Credit for its greenhouse gas accounting and holds no more rights, ownership or otherwise, to that Credit.

Project Operator shall report any transfer or retirement of Credits to the Registry so that the Registry's Credit Tracking System reflects the current ownership and status of the Credits.

3. **Obligations of Project Operator on a Reversal in this Planting Project.** Without limiting the applicability or generality of anything else in the Agreement, Project Operator understands and agrees to its obligations under Section 10 of the Protocol on reversals.

4. **Verification.** The Registry shall obtain within four (4) months of receipt of a completed Request for Third Party Verification and Credits ("Request for Credits"), a Verification Report from a Third-Party Verifier regarding the Project Operator's Request for Credits.

5. **Project Operator's Right to Transfer or Assign Rights and Obligations.** The Registry and Project Operator acknowledge that this project is intended to be a pilot project for a Chicago region urban forest carbon program. That program will seek to bring efficiencies to projects by enabling an aggregation of projects under one Project Operator. This regional carbon program is in development by the Morton Arboretum's Chicago Region Trees Initiative, and the Registry is designing rules for programs of aggregation. If such a regional program launches, and if Project Operator chooses to participate in that program, it may seek to transfer or assign the Project Operator responsibilities to an entity acting in that capacity in the regional program.

This Agreement shall be binding upon the Parties' transferees and assigns. Project Operator may transfer, assign, delegate, or contract out ("Transfer") rights or obligations under this Agreement and the Protocol, provided Project Operator and Transferee agree to comply with each of the following (a) through (d):

(a) The Transferee receiving or assuming rights or obligations agrees to assume and be bound by this Agreement and the Protocol without modification or amendment, unless the Registry, in its sole discretion, agrees in writing to a modification or amendment.

(b) Any Transfer of Rights or Obligations of this Agreement in violation of this Section 5 shall be void.

(c) Project Operator, Transferee, and Registry shall all execute a written agreement setting forth the terms of the Transfer ("Transfer Agreement").

(d) Any future transfers by a Transferee shall comply with this Section 5.

The sale, transfer, or retirement of Carbon+ Credits after such credits have been Issued and Released to Project Operator shall not be construed as a Transfer under this Section 5.

6. **Data, Monitoring, and Access Rights of the Registry.** The Registry shall have the right to request any and all data and documentation related to the Project. If physical access to the Property is requested by the Registry, Project Operator shall grant such access during its next regular visit to the Property, or its next allowable visit under any terms of Project Operator's agreement with the Property Owner, provided that those visits are at least fifteen (15) days from the Registry's request for access.

7. **Project Operator Holds No Rights to, Ownership of or Control over the Reversal Buffer Pool of Credits**. The Registry holds all rights to, ownership of and control over the Reversal Buffer Pool of Credits (sometimes referred to verbally as the Insurance Pool or Back-Up Pool). Notwithstanding any other terms in this Agreement or the Protocol, nothing in this Agreement or the Protocol shall give Project Operator any right to, ownership of or control over the Registry's Reversal Buffer Pool of Credits.

8. **Registry Fees.**

The Registry is a non-profit organization and is committed to making its services available affordably. The Registry charges fees to ensure that it can continue to advance its mission and provide carbon opportunities to Project Operator and other urban forest organizations.

(a) Application Fee. All Parties acknowledge that Project Operator has paid or agrees to pay to the Registry an "Application Fee" of $1,500.00 for the Project. This application fee may be used for multiple plantings that are aggregated under one project, provided there is some nexus among the various plantings, such as being conducted in a similar time period or location.

(b) Fees for Issuance of Credits or Project Funding. Project Operator also agrees to pay an "Issuance Fee" to the Registry with the following schedule, also attached as Exhibit A. All fees due Net 30. Here is a text description of the Issuance Fees that are set forth in Exhibit A. The fees include:

i) The **greater of** $3.00 for every Carbon+ Credit from this Project sold by Project Operator **or** 10% of the gross sales price of any Carbon+ Credits from this Project sold by the Project Operator for credit sales made from January 1, 2021 through the last sale of any credit issued.

Fees shall be due and payable within thirty (30) business days of the Project Operator receipt of any payment for the sale, transfer, or retirement of Credits or receipt of any funding for the project. The Registry will, pursuant to Section 2, mark Credits as "Issued and Held" until it receives payment of fees under this section. Within twenty (20) business days of receipt of payment under this section, the Registry will mark the Credits as "Issued and Released."

(c) Registry Ledger Account Fee. All Parties acknowledge that Project Operator agrees to pay to the Registry a "Registry Ledger Account Fee" of $1,000.00 for access to the Registry's online credit ledger database. This is a one-time fee allowing continual ledger access for this and all projects the Project Operator may generate.

(d) Third-Party Verification Fees. All Parties acknowledge that Project Operator has paid or agrees to pay to the Registry a "Third-Party Verification Fee" of $500.00 at planting, $500.00 at Year 4, $1,000.00 at Year 6, and $2,000.00 at Year 26. The total amount to be paid over the project duration is $4,000.00.

(e) Fee if Credits are Pre-Sold. If Project Operator pre-sells the Credits before the Credits are issued, and if Project Operator receives any proceeds from the pre-sale of the Credits, the Registry's fee under Section 8(b) above is due and payable by Project Operator within thirty (30) business days of its receipt of any proceeds from the pre-sale of Credits or of the signing of this Project Implementation Agreement, whichever is later. When this subsection 8(e) applies and the Registry has received payment of the fee, then the Registry will mark credits as "Issued and Released" within fourteen (14) business days of receiving the Verification Report for those credits.

(f) The Registry may withhold Credits until any amounts due are paid. The Registry may also stop work on the Project if Project Operator does not pay any fees due.

(g) Performance Guarantee Credits. Carbon credits for tree planting and preservation projects are new. To ensure that carbon buyers are comfortable and secure in purchasing these credits, the Registry has provided in its protocol that the performance of these city forest carbon+ credits will be

secured, if an only if a buyer requests, by a credit issued by the American Carbon Registry (ACR) or Verra. Project Operator understands that if the buyer or funder of this project elects to receive ACR or Verra credits for each City Forest Carbon+ Credit under the Performance Guarantee program in Section 3 of the Protocol, then the Registry will add an additional amount to its fees to cover the cost of the Performance Guarantee credits, not to exceed $5.00 per Performance Guarantee credit.

9. **Representations and Warranties of Project Operator.** As of the Effective Date, and continuing for the Term of this Agreement, including any extensions thereof, Project Operator represents and warrants that:

(a) All reports, statements, certificates, and other data provided by Project Operator to the Registry in connection with the Protocol, this Agreement, the Property and the Project are true, correct, and complete;

(b) Project Operator owns in fee, holds easement rights to the properties in this Project, or has or will secure before receiving any credits a written agreement with the property owner that Project Operator has the rights to develop, receive, and sell or transfer any Credits issued for preservation of trees and forest soils on these properties;

(c) The signatories of this Agreement have the authority to execute this Agreement on behalf of Project Operator, and this Agreement and the Protocol are binding on and enforceable against Project Operator;

(d) Project Operator has authority and regulatory and other consents, approvals and authorizations necessary for it to legally: (i) enter into and perform the obligations, duties and responsibilities of this Agreement and (ii) engage in all activity, including, without limitation, the creation and transfer of Carbon+ Credits, relating to this Agreement and the Protocol.

10. **Representations and Warranties of Registry.** As of the Effective Date, and continuing for the Term of this Agreement, including any extensions thereof, Registry represents and warrants that:

(a) Registry will obtain a Third-Party Verification report as set forth in Section 4 of this Agreement.

(b) Registry shall maintain a project registry at its website. That project registry shall display Project Operator's Project and the status of its credits for public viewing.

(c) Registry shall maintain the Planting Protocol referenced in sub-section B of the Recitals as the Protocol applicable to the Project. Registry shall consider in good faith any revisions to that Protocol after signing this Agreement, if Project Operator proposes revisions.

11. **Term of this Agreement.** The Agreement shall be effective as of the date hereof (the "Effective Date") and shall continue in full force and effect through the Project Duration as defined in the Protocol and applied to this Project. The Parties may extend this Agreement per the Protocol beyond this initial Project Duration.

Some or all provisions of this Agreement may be terminated under Section 12.

12. **Termination of Certain Provisions of this Agreement.** The parties may terminate Sections 1 through 10 of the Agreement if any one of the "Termination Events" in sub-sections (a) through (b) of this Section 12 occur. Termination of Sections 1 through 10 under this section shall be referred to as "Termination." Termination Events are:

(a) The Registry determines in its reasonable discretion that Project Operator has failed to comply with Protocol requirements. If the Registry so determines, it will provide written notice to Project Operator, upon delivery of which Project Operator shall have sixty (60) days to satisfy the Registry that Project Operator has cured any non-compliance and is in compliance with all Protocol requirements. If Project Operator does satisfy the Registry that it is in compliance with the Protocol, Termination will not occur.

(b) Project Operator provides the Registry with sixty (60) days' notice of Project Operator's intent to terminate under this Section 12 ("Termination Notice") and retires the same number of Carbon+ Credits that have been "Issued and Released" to Project Operator for this Project.

Termination under this Section 12 does not cure, obviate, or eliminate any breach, nor does it constitute any acceptance, acquiescence, or waiver of any breach. Remedies survive termination, subject to dispute resolution under Section 13.

13. **Dispute Resolution.** In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

14. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, the Registry shall indemnify, defend, and hold harmless KCFPD, its Boards of Directors, elected officials, agents and employees, as well as the State of Washington, its officials, agents and employees from and against all claims for injuries or death, losses or suits including attorney fees arising out of or resulting from the Registry's performance of this agreement.

15. **Notices.** All notices, instructions, requests, or other communications required or permitted under this Agreement or the Protocol ("Notice") shall be in writing and sent by (i) certified or registered mail, return receipt requested, postage prepaid, (ii) overnight delivery service or (iii) personal delivery to the parties identified below.

16. **Entire Agreement.** This Agreement, including any exhibits attached hereto, and the Protocol, represent the entire agreement of the Parties with respect to the Protocol, this Agreement, the Property and the Project. This Agreement and the Protocol supersede any conflicting terms in any prior or contemporaneous oral or written agreements and all other communications.

17. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, and all of the counterparts shall constitute but one and the same agreement.

19. **Modification and Amendment.** This Agreement may not be amended, supplemented, or modified unless such amendment, supplement, or modification is in writing and signed by both the Registry and the Project Operator.

20. **Compliance with State and Federal Laws.** The Registry agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location.

21. **Non-discrimination.** The Registry, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

22. **Conflict of Interest.** Both parties affirm no KCFPD officer or elected official has a direct or indirect pecuniary interest in the Registry or this Agreement, or, if any KCFPD officer or elected official does have a direct or indirect pecuniary interest in the Registry or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

| Kendall County Forest Preserve District, Kendall County, Illinois | | | Urban Forest Carbon Registry, DBA City Forest Credits | |
|---|---|---|---|---|
| Name: | Judy Gilmour | | Name: | Mark McPherson |
| Title: | President | | Title: | Executive Director |
| Address: | 110 W. Madison Street<br>Yorkville, IL 60560 | | Address: | 999 Third Ave, #4600<br>Seattle, WA 98104 |
| Phone: | 630-553-4025 | | Phone: | (206) 623-1823 |
| Email: | jgilmour@co.kendall.il.us | | Email: | mark@cityforestcredits.org |
| Signature: | | | Signature: | |
| Date: | December 7, 2021 | | Date: | |

## Exhibit A
## Fee Schedule

| Type of Fee | Amount and Time Fee is Applicable | Due |
|---|---|---|
| Application Fee | $1,500 | Invoiced by CFC with CFC Approval Letter of Application |
| Registry Account Fee | $1,000 | Invoiced by CFC after first credit sale. All future sales are covered under this one-time fee |
| Credit Issuance Fee – for all credit issuances after planting | Greater of $3 per credit or 10% of the sales price of credits. Applicable to all credits issued | Net 30 after Project Operator receives proceeds from any sale of credits |
| | | |
| | | |
| | | |
| Verification Fee | $500 at planting and at Year 4, $1,000 at Year 6; $2,000 at Year 26. Total for all four credit issuances is $4,000 over 25 years | Invoiced by CFC after verification before first, second, third, and fourth credit issuances |

CITY FOREST
CREDITS

# Fox River Bluffs Planting Project
# Attestation of Land Ownership

I am the President of the Kendall County Forest Preserve District and make this attestation regarding the ownership of land upon which the Kendall County Forest Preserve District is the Project Operator of a tree planting project known as the Fox River Bluffs Planting Project.

1. Land Ownership

The Kendall County Forest Preserve District is the owner in fee simple of the land identified in Section 2 and in Exhibit A.

2. Subject Lands

The Kendall County Forest Preserve District is planting trees on the Property known as Fox River Bluffs Forest Preserve, which is the subject of this Declaration as specified in Exhibit A.

Signed on December 7 in 2021, by Judy Gilmour, President for Kendall County Forest Preserve District.

_____

Judy Gilmour
630-553-4025
jgilmour@co.kendall.il.us

# Exhibit A

Kendall County, Illinois Property Index Numbers:
01-36-400-010
04-01-200-006

CITY FOREST
CREDITS

# Fox River Bluffs Planting Project
# Project Operator Attestation of Planting

I, the undersigned Project Operator for the Planting Project named Fox River Bluffs Planting Project located at Fox River Bluffs Forest Preserve, Yorkville, Illinois 60560 and submitted to City Forest Credits by application dated November 2, 2021, attest to the following in order to confirm the planting of trees under this Project:

- Trees planted were not required by any law or ordinance to be planted;
- Trees were planted under this project on the following date (s): April 10 through 22, 2020
- The organizations or groups that participated in the planting event(s) include: Kendall County Forest Preserve District, various invited community volunteers
- Planting events are shown in photos attached
- The number of trees planted by species are, to a reasonable certainty:

| Species | Amount (Over 40 acres) |
|---|---|
| Bur Oak | 5,417 |
| Red Oak | 5,417 |
| Shagbark Hickory | 4,167 |
| Black Oak | 2,500 |
| White Oak | 1,667 |
| Swamp White Oak | 1,667 |
| Pin Oak | 1,250 |
| Black Walnut | 1,000 |
| American Plum | 833 |
| | 23,917 |

These planting numbers are confirmed by one or more of the following supporting and attached documents:

1. Invoices for trees planted, or
2. Invoices or a statement from the party who funded the tree purchase or supplied the trees attesting to the number of trees purchased, or
3. Any reporting to the owner or public body regarding the planting, invoices, costs, or other data re the planting, or
4. Any other reliable estimate of trees planted that is approved by the Registry

Signed on December 7 in 2021, by Judy Gilmour, President for Kendall County Forest Preserve District, Kendall County, Illinois.

_____

Signature

_____

Phone

_____

Email

ILLINOIS
NATURAL RESOURCES
Illinois Department of
Natural Resources
One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov
JB Pritzker, Governor
Colleen Callahan, Director

**INVOICE**
**Inv. #00255**
**February 27, 2020**

SOLD TO: Kendall County Forest Preserve District
110 W Madison St
Yorkville, IL 60560

| SPECIES | # WANTED | PRICE/EACH | TOTAL |
|---|---|---|---|
| Shagbark Hickory | 5,000 | $0.50/ea | $ 2,500.00 |
| Black Walnut | 1,200 | $0.50/ea | $ 600.00 |
| Bur Oak | 6,500 | $0.50/ea | $ 3,250.00 |
| Red Oak | 6,500 | $0.50/ea | $ 3,250.00 |
| Hazelnut | 2,000 | $0.35/ea | $ 700.00 |
| Elderberry | 300 | $0.35/ea | $ 105.00 |
| Pin Oak | 1,500 | $0.50/ea | $ 750.00 |
| Swamp White Oak | 2,000 | $0.50/ea | $ 1,000.00 |
| White Oak | 2,000 | $0.50/ea | $ 1,000.00 |
| Black Oak | 3,000 | $0.50/ea | $ 1,500.00 |
| American Plum | 1,000 | $0.35/ea | $ 350.00 |
| **TOTAL** | **31,000** | | **$ 15,005.00** |

**Please make checks payable to:**
**Illinois Department of Natural Resources**
**Please remit to:**
Mason State Nursery
FEIN #37-1349602(6156701)
17855 N. County Rd. 2400E, Topeka, IL 61567
*Thank you for your order!*

Project Photos:

CITY FOREST CREDITS

# Fox River Bluffs Planting Project
## Attestation of Planting Affirmation

I, the undersigned working on behalf of the State of Illinois - Illinois Department of Natural Resources attest and confirm that tree planting(s) occurred on the following dates under the project named in the City Forest Credits registry Fox River Bluffs Planting Project by the Project Operator, Kendall County Forest Preserve District.

Trees were planted under this project on the following date(s): April 10 through 22, 2020

The approximate number of trees planted is: 23,917 trees over approximately 40 acres at Fox River Bluffs Preserve.

Signed on November 16 in 2021, by Tom Gargrave for Illinois Department of Natural Resources.

Signature

Tom GARGRAVE

Tom Gargrave

630-399-3249

Phone

Tom.Gargrave@illinois.gov

CITY FOREST
CREDITS

# Fox River Bluffs Planting Project
# Attestation of No Net Harm

I am the Executive Director of the Kendall County Forest Preserve District and make this attestation regarding the no net harm from tree planting project, Fox River Bluffs Planting Project.

1. Project Description

The Project that is the subject of this attestation is described more fully in both our Application and our Project Design Document (PDD), both of which are incorporated into this attestation.

2. No Net Harm

The trees planted in this project will produce many benefits, as described in our Application and PDD. Like almost all urban trees, the project trees are planted not for harvest but for the benefits they deliver to people, communities, and the environment as living trees in a metropolitan area.

The project trees will produce many benefits and will not cause net harm. Specifically, they will not:

- Displace native or indigenous populations
- Deprive any communities of food sources
- Degrade a landscape or cause environmental damage

Signed on December 7 in 2021, by David Guritz, Executive Director for Kendall County Forest Preserve District, Kendall County, Illinois


David Guritz

630-553-4131

dguritz@co.kendall.il.us

**Exhibit A**

Kendall County, Illinois Property Index Numbers:
01-36-400-010
04-01-200-006

CITY FOREST
CREDITS

# Fox River Bluffs Planting Project
# Attestation of No Double Counting of Credits

I am the Executive Director of the Kendall County Forest Preserve District and make this attestation regarding the no double counting of credits from tree planting project, Fox River Bluffs Planting Project.

1. Project Description

The Project that is the subject of this attestation is described more fully in both our Application and our Project Design Document (PDD), both of which are incorporated into this attestation.

2. No Double Counting by Applying for Credits from another registry

Kendall County Forest Preserve District will not seek credits for $CO_2$ for the project trees or for this project from any other organization or registry issuing credits for $CO_2$ storage unless the Project Implementation Agreement is terminated prior to the issuance and release of all credits.

3. No Double Counting by Seeking Credits for the Same Trees or Same $CO_2$ Storage

Kendall County Forest Preserve District will not apply for a project including the same trees as this project nor will it seek credits for $CO_2$ storage for the project trees or for this project in any other project or more than once unless the Project Implementation Agreement is terminated prior to the issuance and release of all credits.

Signed on December 7 in 2021, by David Guritz, Executive Director for Kendall County Forest Preserve District, Kendall County, Illinois.


David Guritz

630-553-4131

dguritz@co.kendall.il.us

## Exhibit A

Kendall County, Illinois Property Index Numbers:
01-36-400-010
04-01-200-006

CITY FOREST
CREDITS

# Kendall County Forest Preserve District
# Fox River Bluffs Planting Project
# Initial Credit Project Design Document

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# INSTRUCTIONS

*Project Operators complete and submit this Initial Credit Project Design Document (PDD) after planting has been completed. City Forest Credits then reviews this PDD for validation with all other required project documents. An approved third-party verifier then conducts verification. A separate amendment to the Project Design Document will need to be submitted for future verification at years 4, 6, and after year 25.*

*Please complete sections starting on page 5 where you find "[Enter text here]" as thoroughly as possible.*

# PROTOCOL REQUIREMENTS

*Below are a list of the eligibility requirements in the City Forest Credits (CFC) Tree Planting Protocol Version 9, dated February 7, 2021. Begin your responses on page 4 under Project Overview.*

**Project Operator (Section 1.1)**
Identify a Project Operator for the project. This is the person or entity who takes responsibility for the project for the 25-year duration.

**Commit to 25-year Project Duration in the Project Implementation Agreement (Section 1.2 and Section 5)**
Sign the Project Implementation Agreement – this is the 25-year agreement between the Project Operator and CFC for an urban forest carbon project.

**Location Eligibility (Section 1.3)**
Project Areas must be located in parcels within or along the boundary of at least one of the following criteria.

A. The Urban Area boundary ("Urban Area"), defined by the most recent publication of the United States Census Bureau
B. The boundary of any incorporated city or town created under the law of its state;
C. The boundary of any unincorporated city, town, or unincorporated urban area created or designated under the law of its state;
D. The boundary of any regional metropolitan planning agency or council established by legislative action or public charter. Examples include the Metropolitan Area Planning Council in Boston and the Chicago Metropolitan Planning Agency;
E. The boundary of land owned, designated, and used by a municipal or quasi-municipal entity such as a utility for source water or watershed protection;
F. A transportation, power transmission, or utility right of way, provided the right of way begins, ends, or passes through some portion of A through E above.

**Ownership Eligibility (Section 2)**
Project Operator must demonstrate ownership of property and eligibility to receive potential credits by meeting at least one of the following:

A. Own the land, the trees, and potential credits upon which the Project trees are located; or
B. Own an easement or equivalent property interest for a public right of way within which Project trees are located, own the Project trees and credits within that easement, and accept ownership of those Project trees by assuming responsibility for maintenance and liability for them; or

C. Have a written and signed agreement from the landowner granting ownership to the Project Operator of any credits for carbon storage or other benefits delivered by Project trees on that landowner's land. If Project trees are on private property, this agreement must be recorded in the property records of the county in which the land containing Project trees is located.

**Additionality (Section 4 and Appendix D)**
Legally Required Trees NOT Eligible - project trees cannot be required by law or ordinance to be planted.

Performance Standard Baseline - Project trees must be additional based on the performance standard baseline attached.

**Multiple planting sites may be aggregated into one project (Section 8)**
Planting sites can be on public and private land, in different cities, and aggregated into one project, provided that planting on all properties occurs within a 36-month period and that all properties comply with protocol requirements.

**Carbon Quantification (Section 12 and Appendix B)**
CFC has developed spreadsheets and methods for quantifying carbon stored and credited. The project design including tree spacing and goals will determine the quantification and monitoring requirements. Project Operators will quantify $CO_2$ using the method appropriate for the project type. CFC supplies all quantification tools. The three main project designs are:

- Single Tree - trees are scattered and spaced apart more than 10 feet, as in streets, yards, some parks, and schools, individual trees are tracked and randomly sampled
- Clustered Parks - trees are relatively contiguous in park-like settings and change in canopy is tracked
- Canopy – trees are planted very close together, often but not required to be in riparian areas, significant mortality is expected, and change in canopy is tracked. The two main goals are to create a forest ecosystem and generate canopy
- Area Reforestation – this quantification methodology is new and is described in Attachment 9. Area reforestation projects plant trees less than 10 feet apart over larger areas. Projects can quantify using the GTR tables or sample data as approved by CFC.

**Verification by third-party verifiers (Section 13)**
All projects must be verified before receiving credits.

**Imaging Requirements (based on planting method)**
In order to receive credits, additional information is required at Years 4, 6, and 26. Below are the imaging requirements by planting method:

1) Single Tree (spaced 10' or more apart, i.e. street trees or linear plantings)
    a. Initial Credit: The carbon quantification tool for your project contains a worksheet called "Data Collection" for use in tracking each tree. In that file, document the GPS coordinates for each tree planted.
    b. Years 4, 6, and 26: Geocoded photos or imaging of a minimum sample of 20% of the trees is required at Years 4, 6, and 26. The tracking file includes a column where each tree is assigned a unique serial number to help with tracking each coordinate and tree picture or image.

2) Clustered Parks (spaced 10' apart but continuously so to generate canopy over time, i.e. natural areas)
    a. Initial Credit: Projects must document the planting through photos or imaging. Select points and take geo-coded photos that when taken together capture the newly planted trees in the project area. If site is rectilinear, take a photo at each of the corners. If the site is large, take photos at points along the perimeter looking into the project area. If necessary to capture the trees, take photos facing each of the cardinal directions while standing in the middle of the project area. If site is nonrectilinear, identify critical points along property boundaries and take photographs at each point facing in towards the middle of the site. Next, take photographs from the middle of the project area facing out at each cardinal direction.
    b. At Years 4, 6, and 26: Project provides images of the Project Area from any telemetry, imaging, remote sensing, i-Tree Canopy, or UAV service, such as Google Earth and estimate the area in tree canopy cover (acres). Imaging from Google Earth with leaf-on may be used. Project operators will calculate the percent of canopy cover from the Google Earth imaging. Projects can use i-Tree Canopy and point sampling to calculate canopy cover. Using i-Tree Canopy, continue adding points until the standard error of the estimate for both the tree and non-tree cover is less than 5%. i-Tree Canopy will supply you with the standard errors. If tree canopy cover is determined using another approach, such as image classification, a short description of the approach should be provided, as well as the QA/QC measures that were used. A tree cover classification accuracy assessment should be conducted, as with randomly placed points, and the percentage tree cover classification accuracy reported.
3) Canopy (closely planted with spacing less than 10' apart so to generate canopy and forest ecosystem, high tree mortality expected, i.e. riparian areas)
    a. Initial Credit: Projects must document the planting through photos or imaging. Select points and take geo-coded photos that when taken together capture the newly planted trees in the project area. If site is rectilinear, take a photo at each of the corners. If the site is large, take photos at points along the perimeter looking into the project area. If necessary to capture the trees, take photos facing each of the cardinal directions while standing in the middle of the project area. If site is nonrectilinear, identify critical points along property boundaries and take photographs at each point facing in towards the middle of the site. Next, take photographs from the middle of the project area facing out at each cardinal direction.
    b. At Years 4, 6, and 26: Project provides images of the Project Area from any telemetry, imaging, remote sensing, i-Tree Canopy, or UAV service, such as Google Earth and estimate the area in tree canopy cover (acres). Imaging from Google Earth with leaf-on may be used. Project operators will calculate the percent of canopy cover from the Google Earth imaging. Projects can use i-Tree Canopy and point sampling to calculate canopy cover. Using i-Tree Canopy, continue adding points until the standard error of the estimate for both the tree and non-tree cover is less than 5%. i-Tree Canopy will supply you with the standard errors. If tree canopy cover is determined using another approach, such as image classification, a short description of the approach should be provided, as well as the QA/QC measures that were used. A tree cover classification

accuracy assessment should be conducted, as with randomly placed points, and the percentage tree cover classification accuracy reported.

4) Area Reforestation – this quantification methodology is new and is described in Attachment 9. Area reforestation projects plant trees less than 10 feet apart over larger areas. Projects can quantify using the GTR tables or sample data as approved by CFC.
    a. Projects must document the planting through photos or imaging. Select points and take geo-coded photos that when taken together capture the newly planted trees in the project area. If site is rectilinear, take a photo at each of the corners. If the site is large, take photos at points along the perimeter looking into the project area. If necessary to capture the trees, take photos facing each of the cardinal directions while standing in the middle of the project area. If site is nonrectilinear, identify critical points along property boundaries and take photographs at each point facing in towards the middle of the site. Next, take photographs from the middle of the project area facing out at each cardinal direction.

# PROJECT OVERVIEW

**Basic Project Details**

**Project Name:** Fox River Bluffs Planting Project
**Project Number:** 019
**Project Type:** Planting Project
**Project Start Date:** April 8, 2020
**Project Location:** Yorkville, IL

**Project Operator Name:**
Kendall County Forest Preserve District

**Project Operator Contact Information:**

David Guritz, Executive Director
dguritz@co.kendall.il.us
630-538-6303
110 W. Madison Street
Yorkville, IL 60560

Stefanie Wiencke, Env. Education and Special Projects Manager
swiencke@co.kendall.il.us
630-229-4828
110 W. Madison Street
Yorkville, IL 60560

**Project Description:**
Kendall County Forest Preserve District (District) planted trees as part of this carbon project on 40-acres of the Fox River Bluffs Forest Preserve (Preserve) in Yorkville, IL. The District acquired the 168-acre Preserve in 2015 with an overall goal to restore 99 acres of the former farmland to prairie and a reforested natural area.

After five years of analysis and preparation, the District and community volunteers planted native trees and shrubs in April 2020. For this carbon project, 23,917 were planted including six Oak species, Shagbark hickory, and Black walnut.

The restoration plan for the remainder of the Preserve is divided into several phases and activities. In addition to this carbon planting project, the District seeded 60+ acres of the Preserve with a diverse prairie mix and woodland edge mix to support pollinators. This pollinator seed mix will support recovery of a local population of the federally endangered Rusty-Patched Bumble Bee (*Bombus affinis*) to establish high-quality forage and habitat for this and other local wildlife species. The District also planted an additional 2,749 understory shrubs and trees within the carbon project area.

The remaining 66-acres of the Preserve, which includes Fox River island, contains high-quality natural resources including oak-dominated bluffs and ravines, seeps, and Fox River shoreline. The District cleared invasive species along the woodland edges, and broadcast additional woodland edge seed mix to further improve habitat quality and plant community diversity. A floristic quality study with long-term management recommendations was also completed in 2020.

# LOCATION AND OWNERSHIP OF PROJECT AREA (Section 1.3 and Section 2)

**Project Area Location**
*Describe where the Project Area is located and how it meets the location criteria.*

This project is located at Fox River Bluffs Forest Preserve, Fox Township, Kendall County, Illinois. Fox River Bluffs is located along the south bank of the Fox River north of Eldamain Road, west of the United City of Yorkville. Preserve boundaries includes the 6-acre "Van Cleves" island in the Fox River.

The project area is located within parcels that are located along the boundary of the United City of Yorkville.

Kendall County, Illinois Property Index Numbers:
01-36-400-010
04-01-200-006

**Maps**
*Provide a detailed map of the Project Area. Also provide a regional-scale map that shows the Project Area within the context of relevant urban/town boundaries. Include numbered title/filename of attachments (Ex: 1 - Regional Scale Map)*

Attachment 1 – Regional Map
Attachment 2 – Project Area Map

https://maps.co.kendall.il.us/parcelviewer/
41°38'02.7"N 88°29'38.8"W
41.634089, -88.494109

Attachment 3 - Fox River Bluffs Preserve Soil Types and Tree/Shrub Planting Areas

**Project Area Ownership and Right to Receive Credits**
*Describe the property ownership and include relevant documentation including numbered title/filename as an attachment (Ex: 2 - Attestation of Land Ownership, or 2 - Agreement from Owner to Transfer Credits).*

Fox River Bluffs Forest Preserve is owned and operated by the Kendall County Forest Preserve District. The District is a county municipal government agency established in 1965 under the Illinois Downstate Forest Preserve District Act (https://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=875&ChapterID=15).

The mission of the Kendall County Forest Preserve District is to acquire, preserve, and manage natural areas and open spaces, provide environmental education, and offer recreational opportunities for Kendall County residents.

The property is protected by the District, and an overarching easement under the Illinois Department of Natural Resources.

Attachment 4 – Attestation of Land Ownership

**Additional Notes**
None.

## PROJECT DURATION (Section 1.2 and 5)

*Project Operator commits to the 25-year project duration requirement through a signed Project Implementation Agreement with City Forest Credits.*

## ATTESTATIONS

*Complete and attach the following attestations: Attestation of No Double Counting of Credits, Attestation of No Net Harm, Attestation of Planting, and Attestation of Planting Affirmation. Provide any additional notes as relevant.*

Kendall County Forest Preserve District attests to the following, see attached:

Attachment 5 – Attestation of No Double Counting of Credits
Attachment 6 – Attestation of No Net Harm
Attachment 7 – Attestation of Planting
Attachment 8 – Attestation of Planting Affirmation

## ADDITIONALITY (Section 4 and Appendix D)

Legally Required Trees NOT Eligible:
Project trees are not required by law or ordinance to be planted. See Attestation of Planting.

Performance Standard Baseline:
Project trees are additional based on the performance standard baseline attached to this PDD.

## PLANTING DESIGN

*Describe detailed planting design, including spacing between trees. Will the trees be planted as scattered individual trees, clustered in groups like in natural areas, or tightly clustered to restore a forest ecosystem?*

*Describe your data collection on Project Trees and show it in the quantification section below. For example, Project Operator can use the data collection sheet contained in the CFC quantification tool or your own approved method.*

Background
The District acquired the 168-acre Preserve with an overall goal to restore 99 acres of the former farmland to prairie and a reforested natural area.

Beginning in 2017, the agricultural footprint was planted in soybeans for three consecutive years to reduce weed competition and increase soil nitrogen levels in preparation for completing cropland conversion. In summer 2019, pesticide use was curtailed to clear soils of herbicide residuals prior to seeding and planting in winter-spring 2020. The District began converting the former cropland in January 2020. The entire 99-acre footprint was seeded with a cover crop mix of winter wheat and Virginia wild rye after first snowfall. Approximately 58-acres of this area was also seeded with a high-diversity native prairie pollinator seed mix. Acres seeded with the prairie pollinator seed mix will support recovery of an identified population of Rusty Patched Bumble Bee (*Bombus affinis*).

The District will expand and improve habitat quality, plant community ecotypes and ecotype diversity. The overall plan will feature oak- and hickory- dominated woodland bluff and riparian habitats, including the conversion of the preserve's agricultural areas to a diverse tree canopy, shrub understory, and herbaceous plant community transitioning over time from open prairie and savannah to woodland habitat. In 2020, the District completed a floristic quality survey of the Fox River Bluffs Forest Preserve's remnant oak woodland areas, which will serve to guide restoration management plan objectives within the conversion footprint over time.

Carbon Project Planting Design

For this carbon planting project, 23,917 trees and shrubs were planted using the CFC area reforestation method (Attachment 9) in April 2020 at the Preserve over 40 acres. Trees were planted 8' on center to create a forest ecosystem and generate canopy cover over time.

Seedling stock purchased from the Illinois Department of Natural Resources (see Table 1 below) was sorted and planted by formula in rows approximately 8'-10' on center. Seedling roots were kept moist in water buckets during transport out to the field prior to planting. Pre-planting water buckets and sapling roots were inoculated with mycorrhizae fungus (Mykos WP) and perlite-nutrient mix prior to planting.

**Table 1: Tree and shrub stock**

| Species | # per Acre | Total over 40-Acres |
|---|---|---|
| Bur Oak | 135 | 5,417 |
| Red Oak | 135 | 5,417 |
| Shagbark Hickory | 104 | 4,167 |
| Black Oak | 63 | 2,500 |
| White Oak | 42 | 1,667 |
| Swamp White Oak | 42 | 1,667 |
| Pin Oak | 31 | 1,250 |
| Black Walnut | 25 | 1,000 |
| American Plum | 21 | 832 |
| **TOTALS** | **598** | **23,917** |

Trees were planted in rows with a tree planter loaned to KCFPD from the Illinois Department of Natural Resources. State Forester Tom Gargrave provided technical assistance and support. District staff and volunteers planted the trees and shrubs following broadcast seeding of cover crop and diverse prairie

mix over several dates in April 2020. Rifts in the soil created by the tree planter were sealed by District staff and volunteers. Use of ATV vehicles was employed to further close soil gaps around the planted stock. District staff walked the site to ensure quality control, replanting by hand improperly planted individual seedlings to reduce root exposure and maximize initial survivorship.

Fox River Bluffs Planting Photos – April 2020.

In winter 2021, all established woodland edge timberlines adjacent to the converted cropland areas were cleared of invasive honeysuckle brush, with a woodland edge seed mix broadcast into snow cover.

Periodic qualitative monitoring observations have been performed over the initial 2-years post conversion. Initial mortality appears low, with all trees and shrub species planted exhibiting expected and healthy foliar proliferation and growth.

## CARBON QUANTIFICATION DOCUMENTATION (Section 12 and Appendix B)

*Describe which quantification approach you anticipate using, list the project's climate zone, and outline the estimated total number of credits to be issued to the project as well as the amount to be issued upon successful verification. When requesting credits after planting, attach one of the three quantification tool documents below and provide the data you have collected for Project Trees.*

- *Single Tree - trees are scattered and spaced apart more than 10 feet, as in streets, yards, some parks, and schools, individual trees are tracked and randomly sampled*
- *Clustered Parks - trees are relatively contiguous in park-like settings and change in canopy is tracked*
- *Canopy - trees are planted very close together, often but not required to be in riparian areas, significant mortality is expected, and change in canopy is tracked. The two main goals are to create a forest ecosystem and generate canopy*
- *Area Reforestation - this quantification methodology is new and is described in Attachment 9. Area reforestation projects plant trees less than 10 feet apart over larger areas. Projects can quantify using the GTR tables or sample data as approved by CFC. CFC has approved of the sample data collected and used by the District for this project. This section describes the trees planted, the sample data, and the calculations of credits.*

| | |
|---|---|
| Total number of trees planted | 23,917 |
| Project area (acres), if applicable | 40 |
| Total number of trees per acre, if applicable | 598 |
| Credits attributed to the project (tCO2e) | 5,328 |
| Credits after mortality deduction (default is 20%) – Canopy project | N/A |
| Contribution to Registry Reversal Pool (5%) (tCO2e) | 266.4 |
| **Total credits to be issued to the Project Operator (tCO2e)** | 5,061.6 |
| **Total credits requested to be issued in Year 1 (10% of above)** | 506.16 |

**Carbon Quantification Process, Data, and Calculations**

In compliance with the Area Reforestation method approved by CFC, the District obtained approval from CFC to sample a 25-year planting of the same oak forest as the project trees. This sampling of 25-year trees of the same species in the same metropolitan region would constitute the most accurate projection of $CO_2$ storage for the project trees.

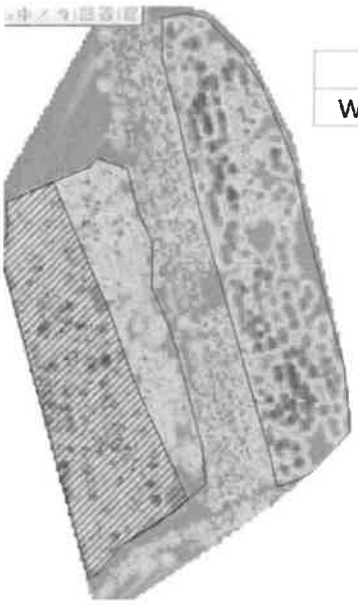
In fall 2020, KCFPD conducted sampling and measurement of DBH at Hoover Forest Preserve, Kendall Township, of a 25-year old grove of row-planted oak trees planted approximately 8' – 10' on center to extrapolate growth projections and $CO_2$ storage for the first 25-years for the trees planted at Fox River Bluffs Forest Preserve.

The planted grove of trees sampled and measured at Hoover Forest Preserve were planted in 1995 by the Boy Scouts of America under supervision of Tom Gargrave, Illinois Department of Natural Resources State Forester. Student EcoClub volunteers sponsored by Scott Johnson, Environmental Science Teacher from Oswego East High School SD 308, Oswego, Illinois collected DBH measures for the trees planted at Hoover Forest Preserve. The EcoClub students were trained and supervised by David Guritz, Executive Director of the Kendall County Forest Preserve District, and Stefanie Wiencke, Natural Beginnings Early

Learning Program and Special Projects Manager. Students were instructed to capture DBH (diameter at breast-height) measures for each of the trees in each of the planted rows, identify the tree species as Oak sp., Pine, or other, and measure distances between planted trees, denoting suspected tree mortality as evidenced by gaps within the planted tree rows, and documented missing individual trees on the data sheets provided. Students completed the field work using the data collection form templates, with the final Excel data compilation spreadsheet completed under the supervision of Scott Johnson, Environmental Science Teacher and EcoClub Sponsor at Oswego East High School.

Field data was entered into the Excel workbook for analysis. The field data records and final spreadsheet was examined for accuracy, with the original data records maintained by the Kendall County Forest Preserve District. The final Excel workbook/spreadsheet is included as Attachment 10. We refer to this as the Quantification Workbook because it contains the data and calculations for quantification of $CO_2$. Based on site conditions, it was determined that the first 20-rows (west to east) of oak trees planted at Hoover Forest Preserve would serve as the comparable grove size in order to extrapolate growth projections at Fox River Bluffs Forest Preserve.

Lindsay Darling, GIS Administrator for The Morton Arboretum's Chicago Region Trees Initiative provided a GIS calculated average height of 26.59 feet for the tree canopy for rows 1-20 (shaded) on January 15, 2021.



| Area | MaxHeight_ft | AverageHeight_ft | PatchArea_sqft |
|---|---|---|---|
| WestWest | 60.552368 | 26.590263 | 93479.31347 |

Based on the GIS height study, the height for trees in the westernmost polygon (shaded - all planted Oak sp.) averages 26.59 ft., with a height maximum of 60.55 ft. Within the west polygon, field observations confirm the GIS analysis- that oak tree heights within the study area generally decreases within the rows as the observer travels from west to east.

For the purposes of comparison to the Fox River Bluffs tree planting project, and based on the collected data for the first 20-rows (hatched area in left figure) of oaks located within the west polygon, the average DBH is 8.6".

Average spacing between planted trees within the first 20-rows was 15' 8", with an estimated original planted-stock tree estimate (which includes presumed mortality) of 843, with 594 standing trees remaining after 25-years (mortality =30%).

In short, the resulting figures presented above are consistent with our field observations. Limiting comparative data to only include the first 20-rows within the west polygon factors out the stunted Oak sp. growth from the planted pine rows' shade impacts within the eastern section of the polygon.

Final data collected for the first 20-rows of the 25-year grove at Hoover Forest Preserve was sent to CFC scientists to review the sampling and complete sequestered carbon calculations for the 93,478.3 sq. ft. (+/- 3.27 acres) planted area (Planted Rows 1-20) at Hoover Forest Preserve. The sample data described above was based on student collected data and GIS-average height data provided by Lindsay Darling, PhD student - Purdue University and GIS Administrator - Chicago Region Trees Initiative and Center for Tree Science Fellow at The Morton Arboretum.

Based on the CFC scientist's calculations, which are shown in Calcs tab of the Quantification Workbook, the planted oak trees at Hoover Forest Preserve yield 109.9 $tCO_2e$ total biomass sequestration through age 25 above ground and below.

The Quantification Workbook contain the following tabs:

- Hoover MetaData
- Hoover Area
- Hoover Trees
- Calcs

Here is a guide to the Hoover Trees Tab of the Quantification Workbook:

The DBH measures for each tree were used to calculate above ground biomass figures in Column H (H2 to H583 for planted rows 1-20) according to the following table formula:

=IF(C24="P",EXP(-2.5356+(2.4349*LN(E24*2.54))),EXP(-2.48+(2.4835*LN(E24*2.54))))

In the equation, the reference to column C checks the species of the tree for which biomass is being estimated. If the species code is "P", which represents pine, then the following equation is applied:

EXP(-2.5356 + (2.4349 * LN(E2*2.54) is applied.

For non-pine trees, the equation for mixed hardwoods is applied:

EXP (-2.48+(2.4835 * LN(E2*2.54)

The equation required tree diameter in centimeters. Tree diameters are in column E of the spreadsheet, and are in inches. Multiplying the diameter by 2.54 converts the diameter to centimeters. The equations estimate total aboveground tree biomass, dry weight, in kg.

Equations for estimating tree biomass from tree size are from Jenkins, Jennifer C.; Chojnacky, David C.; Heath, Linda S.; Birdsey, Richard A. 2004. Comprehensive database of diameter-based biomass regressions for North American tree species. Gen. Tech. Rep. NE-319. Newtown Square, PA: U.S. Department of Agriculture, Forest Service, Northeastern Research Station. 45 p.

Column K (K69 to K88) shows Kgs of Biomass Above-ground (ABG) for each row measured.

Column L (L69 to L88) shows conversion of Biomass to Carbon

Cell O108 shows total Carbon ABG of 21.2t/acre

Cell R108 adds belowground carbon (BG) and shows Total Carbon (ABG+BG) converted to $CO_2$ e of 93.1$tCO_2$/acre

The District, with approval from CFC, applied a 0.20 factor to ABG carbon to obtain below-ground live carbon (non-soil):

Cell O111 shows other non-soil carbon sequestration (dead wood, shrubs and litter) of 4.6t/acre (20% of 21.2t/acre ABG carbon)

Cell R112 shows the conversion of that other nonsoil carbon to $CO_2$ of 16.9t.acre

The sum of the ABG $CO_2$ and the below-ground $CO_2$ is shown in Cell R112 at 109.9t$CO_2$/acre

These calculations are summarized in the Calcs Tab of the Quantification Workbook.

Per the Area Reforestation methodology, soil carbon can be credited if the site has been in active tillage for at least three of the ten years prior to planting. The Area Reforestation methodology gives a standard soil carbon index of 23.3 metric tons $CO_2$(e). In order to calculate total $CO_2$e sequestration for the project, the standard soil carbon index of 23.3 per acre is added to the total above ground and below ground measures, for a total per acre of 133.2.

From this figure, a deduction of 5% of the total project credits is taken for the reversal pool, so credit issuance to the project for the Fox River Bluffs Planting Project is 126.54 t$CO_2$e per acre through age 25.

With 40 acres planted for crediting, the total GHG emissions removals projected for this project is 5,328. After the deduction for the reversal pool maintained by CFC, the credits issuable to the District are 5,062.

CFC also requires, and the District understands its commitment to sample the project trees for mortality at Year 4 and to sample and measure DBH of the project trees at Year 6 to determine whether growth of the project trees is consistent with the $CO_2$ storage of the 25-year Hoover trees used as the basis for projecting $CO_2$ of the project trees. The District also intends to sample and measure DBH to calculate $CO_2$ storage at Year 12 of this project.

Attachment 9 – Area Reforestation Project Type and Quantification
Attachment 10 – Carbon Quantification Workbook
Attachment 11 – Aerial Images

## CARBON CO-BENEFITS QUANTIFICATION DOCUMENTATION (Section 12 and Appendix B)

*Summarize co-benefit results based on the project's planting method and provide supporting documentation. CFC can provide co-benefits quantification for Project Operator for rainfall interception, air quality improvements, and energy savings.*

- *Single Tree - trees are scattered and spaced apart more than 10 feet, as in streets, yards, some parks, and schools, individual trees are tracked and randomly sampled*
- *Clustered Parks - trees are relatively contiguous in park-like settings and change in canopy is tracked*
- *Canopy - trees are planted very close together, often but not required to be in riparian areas, significant mortality is expected, and change in canopy is tracked. The two main goals are to create a forest ecosystem and generate canopy*
- *Area Reforestation - this quantification methodology is new and is described in Attachment 9. Area reforestation projects plant trees less than 10 feet apart over larger areas.*

| *Ecosystem Services* | *Resource Units* | *Value* |
|---|---|---|
| Rainfall Interception (m3/yr) | 10,820.4 | $77,472.17 |
| Air Quality (t/yr) | 0.4529 | $681.87 |
| CO2 Avoided from Energy | 64.8 | $1,296.13 |
| Cooling – Electricity (kWh/yr) | 85,177 | $6,464.96 |
| Heating – Natural Gas (kBtu/yr) | 1,592,668 | $15,504.27 |
| **Grand Total ($/yr)** | | **$101,419.41** |

**Co-Benefits per year with current tree canopy cover.**

| Ecosystem Services | Resource Units Totals | Res Unit/Acre Tree Canopy | Total $ | $/Acre Tree Canopy |
|---|---|---|---|---|
| **Rain Interception (m3/yr)** | 10,820.4 | 270.5 | $77,472.17 | $ 1,936.80 |
| **CO2 Avoided (t, $20/t/yr)** | 64.8 | 1.6 | $1,296.13 | $ 32.40 |
| **Air Quality (t/yr)** | | | | |
| **O3** | 0.2065 | 0.0052 | $312.81 | $ 7.82 |
| **NOx** | 0.0345 | 0.0009 | $52.20 | $ 1.31 |
| **PM10** | 0.1056 | 0.0026 | $136.10 | $ 3.40 |
| **Net VOCs** | 0.1063 | 0.0027 | $180.76 | $ 4.52 |
| **Air Quality Total** | 0.4529 | 0.0113 | $681.87 | $17.05 |
| **Energy (kWh/yr & kBtu/yr)** | | | | |
| **Cooling - Elec.** | 85,177 | 2,129 | $6,464.96 | $ 161.62 |
| **Heating - Nat. Gas** | 1,592,668 | 39,817 | $15,504.27 | $ 387.61 |
| **Energy Total ($/yr)** | | | $21,969.23 | $549.23 |
| **Grand Total ($/yr)** | | | $101,419.41 | $2,535.49 |

Attachment 12 – Co-Benefits Quantification Tool

# MONITORING AND REPORTING PLANS (Appendix A)

*Project Operator is required to submit an annual monitoring report by the anniversary of the first approved verification report. For example, if the verification report is dated January 1, 2021, the first monitoring report will be due by January 1, 2022 and each January 1st thereafter for the duration of the project.*

**Anticipated Reporting Schedule**

| | | | |
|---|---|---|---|
| Monitoring Report – Year 2 | 2022 | Monitoring Report – Year 15 | 2035 |
| Monitoring Report – Year 3 | 2023 | Monitoring Report – Year 16 | 2036 |
| Monitoring Report – Year 4* | 2024 | Monitoring Report – Year 17 | 2037 |
| Monitoring Report – Year 5 | 2025 | Monitoring Report – Year 18 | 2038 |
| Monitoring Report – Year 6* | 2026 | Monitoring Report – Year 19 | 2039 |
| Monitoring Report – Year 7 | 2027 | Monitoring Report – Year 20 | 2040 |
| Monitoring Report – Year 8 | 2028 | Monitoring Report – Year 21 | 2041 |
| Monitoring Report – Year 9 | 2029 | Monitoring Report – Year 22 | 2042 |
| Monitoring Report – Year 10 | 2030 | Monitoring Report – Year 23 | 2043 |
| Monitoring Report – Year 11 | 2031 | Monitoring Report – Year 24 | 2044 |
| Monitoring Report – Year 12* | 2032 | Monitoring Report – Year 25 | 2045 |
| Monitoring Report – Year 13 | 2033 | Monitoring Report – Year 26* | 2046 |
| Monitoring Report – Year 14 | 2034 | | |

* Denotes a year where additional information is required in order to receive credits

**Monitoring Reports**

*The report must contain any changes in eligibility status of the Project Operator and any significant tree loss. Monitoring report questions are listed below. The following are questions contained in CFC's annual monitoring report template:*

1. Has the contact information for the Project Operator changed? If so, provide new information.
2. Have there been changes in land ownership of the Project Area?
3. Have there been any changes in the Project Design?
4. Have there been any changes in the implementation of management of the Project?
5. Have there been any significant changes to the site (such as flooding or human changes)?
6. Have there been any significant tree or canopy losses?
7. Any other significant elements to report?

Drone imagery will be used to capture canopy coverages minimally in years 4, 6, 12, and 26. The District anticipates that individual trees will appear on drone aerial imagery for counting purposes by year 10.

1. The District also will conduct in-field quantification studies at year 4, 6, 12, and 26. 50-random GIS coordinates will be selected and documented for continuing plot studies from within the planted area.
2. The District will complete stem counts and diameter measures for planted trees located within 50' of each random point within the planted area.
3. Final plot reports will be compiled and submitted to CFC.

## ADDITIONAL INFORMATION

*Include additional noteworthy aspects of the project. Examples include collaborative partnerships, community engagement, or project funders.*

The Kendall County Forest Preserve District worked with several partner agencies to complete a 25-year planted oak-grove comparative growth analysis with Oswego East High School District 309, Oswego, Illinois, The Morton Arboretum, Lisle, Illinois, Purdue University, Lafayette, Indiana.

Key personnel include:

1. David Guritz, Executive Director - KCFPD
2. Stefanie Wiencke, Environmental Education and Special Projects Manager - KCFPD
3. Tom Gargrave, Illinois Department of Natural Resources State Forester
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Other project partners: The Conservation Foundation, Naperville, Illinois; Illinois Clean Energy Community Foundation, Chicago, Illinois, Illinois Department of Natural Resources, OpenLands-ComEd Green Region Program; Kendall County, US Fish and Wildlife Service

## PROJECT OPERATOR SIGNATURE

Signed on December 7 in 2021, by David Guritz, Executive Director for the Fox River Bluffs Planting Project.

_____
Signature

David Guritz, Executive Director
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# ATTACHMENTS

1 - Regional Map
2 - Project Area Map
3 - Fox River Bluffs Preserve Soil Types and Tree/Shrub Planting Areas
4 - Attestation of Land Ownership
5 - Attestation of No Double Counting of Credits
6 - Attestation of No Net Harm
7 - Attestation of Planting
8 - Attestation of Planting Affirmation
9 - Area Reforestation Project Type and Quantification
10 - Carbon Quantification Workbook
11 - Aerial Images
12 - Co-Benefit Quantification Tool

# PERFORMANCE STANDARD BASELINE METHODOLOGY (Section 4 and Appendix D)

There is a second additionality methodology set out in the WRI GHG Protocol guidelines – the Performance Standard methodology. This Performance Standard essentially allows the project developer, or in our case, the developers of the protocol, to create a performance standard baseline using the data from similar activities over geographic and temporal ranges.

The common perception, particularly in the United States, is that projects must meet a project specific test. Project-specific additionality is easy to grasp conceptually. The 2014 Climate Action Reserve urban forest protocol essentially uses project-specific requirements and methods.

However, the WRI GHG Protocol clearly states that either a project-specific test or a performance standard baseline is acceptable.[1] One key reason for this is that regional or national data can give a more accurate picture of existing activity than a narrow focus on one project or organization.

Narrowing the lens of additionality to one project or one tree-planting entity can give excellent data on that project or entity, which data can also be compared to other projects or entities (common practice). But plucking one project or entity out of its regional or national context ignores all comparable regional or national data. And that regional or national data may give a more accurate standard than data from one project or entity.

By analogy: one pixel on a screen may be dark. If all you look at is the dark pixel, you see darkness. But the rest of screen may consist of white pixels and be white. Similarly, one active tree-planting organization does not mean its trees are additional on a regional basis. If the region is losing trees, the baseline of activity may be negative regardless of what one active project or entity is doing.
Here is the methodology described in the WRI GHG Protocol to determine a Performance Standard baseline, together with the application of each factor to urban forestry:

**Table 2.1 Performance Standard Factors**

| WRI Performance Standard Factor | As Applied to Urban Forestry |
|---|---|
| Describe the project activity | Increase in urban trees |
| Identify the types of candidates | Cities and towns, quasi-governmental entities like utilities, watersheds, and educational institutions, and private property owners |
| Set the geographic scope (a national scope is explicitly approved as the starting point) | Could use national data for urban forestry, or regional data |
| Set the temporal scope (start with 5-7 years and justify longer or shorter) | Use 4-7 years for urban forestry |
| Identify a list of multiple baseline candidates | Many urban areas, which could be blended mathematically to produce a performance standard baseline |

[1] WRI GHG Protocol, Chapter 2.14 at 16 and Chapter 3.2 at 19.

The Performance Standard methodology approves of the use of data from many different baseline candidates. In the case of urban forestry, those baseline candidates are other urban areas.[2]

As stated above, the project activity defined is obtaining an increase in urban trees. The best data to show the increase in urban trees via urban forest project activities is national or regional data on tree canopy in urban areas. National or regional data will give a more comprehensive picture of the relevant activity (increase in urban trees) than data from one city, in the same way that a satellite photo of a city shows a more accurate picture of tree canopy in a city than an aerial photo of one neighborhood. Tree canopy data measures the tree cover in urban areas, so it includes multiple baseline candidates such as city governments and private property owners. Tree canopy data, over time, would show the increase or decrease in tree cover.

*Data on Tree Canopy Change over Time in Urban Areas*

The CFC quantitative team determined that there were data on urban tree canopy cover with a temporal range of four to six years available from four geographic regions. The data are set forth below:

[2] See Nowak, et al. *"Tree and Impervious Cover Change in U.S. Cities,"* Urban Forestry and Urban Greening, 11 (2012), 21-30

**Table 2.2 Changes in Urban Tree Canopy (UTC) by Region (from Nowak and Greenfield, 2012, see footnote 7)**

| City | Abs Change UTC (%) | Relative Change UTC (%) | Ann. Rate (ha UTC/yr) | Ann. Rate (m2 UTC/cap/yr) | Data Years |
|---|---|---|---|---|---|
| EAST | | | | | |
| Baltimore, MD | -1.9 | -6.3 | -100 | -1.5 | (2001–2005) |
| Boston, MA | -0.9 | -3.2 | -20 | -0.3 | (2003–2008) |
| New York, NY | -1.2 | -5.5 | -180 | -0.2 | (2004–2009) |
| Pittsburgh, PA | -0.3 | -0.8 | -10 | -0.3 | (2004–2008) |
| Syracuse, NY | 1.0 | 4.0 | 10 | 0.7 | (2003–2009) |
| Mean changes | -0.7 | -2.4 | -60.0 | -0.3 | |
| Std Error | 0.5 | 1.9 | 35.4 | 0.3 | |
| SOUTH | | | | | |
| Atlanta, GA | -1.8 | -3.4 | -150 | -3.1 | (2005–2009) |
| Houston, TX | -3.0 | -9.8 | −890 | -4.3 | (2004–2009) |
| Miami, FL | -1.7 | -7.1 | -30 | -0.8 | (2003–2009) |
| Nashville, TN | -1.2 | -2.4 | -300 | -5.3 | (2003–2008) |
| New Orleans, LA | -9.6 | -29.2 | −1120 | -24.6 | (2005-2009) |
| Mean changes | -3.5 | -10.4 | -160.0 | -7.6 | |
| Std Error | 1.6 | 4.9 | 60.5 | 4.3 | |
| MIDWEST | | | | | |
| Chicago, IL | -0.5 | -2.7 | -70 | -0.2 | (2005–2009) |
| Detroit, MI | -0.7 | -3.0 | -60 | -0.7 | (2005–2009) |
| Kansas City, MO | -1.2 | -4.2 | -160 | -3.5 | (2003–2009) |
| Minneapolis, MN | -1.1 | -3.1 | -30 | -0.8 | (2003–2008) |
| Mean changes | -0.9 | -3.3 | -80.0 | -1.3 | |
| Std Error | 0.2 | 0.3 | 28.0 | 0.7 | |
| WEST | | | | | |
| Albuquerque, NM | -2.7 | -6.6 | -420 | -8.3 | (2006–2009) |
| Denver, CO | -0.3 | -3.1 | -30 | -0.5 | (2005–2009) |
| Los Angeles, CA | -0.9 | -4.2 | -270 | -0.7 | (2005–2009) |
| Portland, OR | -0.6 | -1.9 | -50 | -0.9 | (2005–2009) |
| Spokane, WA | -0.6 | -2.5 | -20 | -1.0 | (2002–2007) |
| Tacoma, WA | -1.4 | -5.8 | -50 | -2.6 | (2001–2005) |
| Mean changes | -1.1 | -4.0 | -140.0 | -2.3 | |
| Std Error | 0.4 | 0.8 | 67.8 | 1.2 | |

These data have been updated by Nowak and Greenfield.[3] The 2012 data show that urban tree canopy is experiencing negative growth in all four regions. The 2018 data document continued loss of urban tree cover. Table 3 of the 2018 article shows data for all states, with a national loss of urban and community tree cover of 175,000 acres per year during the study years of 2009-2014.

To put this loss in perspective, the total land area of urban and community tree cover loss during the study years totals 1,367 square miles – equal to the combined land area of New York City, Atlanta, Philadelphia, Miami, Boston, Cleveland, Pittsburgh, St. Louis, Portland, OR, San Francisco, Seattle, and Boise.

Even though there may be individual tree planting activities that increase the number of urban trees within small geographic locations, the performance of activities to increase tree cover shows a negative baseline. The Drafting Group did not use negative baselines for the Tree Planting Protocol, but determined to use baselines of zero.

Deployment of the Performance Standard baseline methodology for a City Forest Planting Protocol is supported by conclusions that make sense and are anchored in the real world:

- With the data showing that tree loss exceeds gains from planting, new plantings are justified as additional to that decreasing canopy baseline. In fact, the negative baseline would justify as additional any trees that are protected from removal.
- Because almost no urban trees are planted now with carbon as a decisive factor, urban tree planting done to sequester carbon is additional;
- Almost no urban trees are currently planted with a contractual commitment for monitoring. Maintenance of trees is universally an intention, one that is frequently reached when budgets are cut, as in the Covid-19 era. The 25-year commitment required by this Protocol is entirely additional to any practice in place in the U.S. and will result in substantial additional trees surviving to maturity;
- Because the urban forest is a public resource, and because public funding falls far short of maintaining tree cover and stocking, carbon revenues will result in additional trees planted or in maintenance that will result in additional trees surviving to maturity;
- Because virtually all new large-scale urban tree planting is conducted by governmental entities or non-profits, or by private property developers complying with governmental regulations (which would not be eligible for carbon credits under our protocol), and because any carbon revenues will defray only a portion of the costs of tree planting, there is little danger of unjust enrichment to developers of city forest carbon projects.

Last, The WRI GHG Protocol recognizes explicitly that the principles underlying carbon protocols need to be adapted to different types of projects. The WRI Protocol further approves of balancing the stringency of requirements with the need to encourage participation in desirable carbon projects:

*Setting the stringency of additionality rules involves a balancing act. Additionality criteria that are too lenient and grant recognition for "non-additional" GHG reductions will undermine the GHG program's effectiveness. On the other hand, making the criteria for additionality too stringent could unnecessarily limit the number of recognized GHG reductions, in some cases excluding project activities that are truly*

[3] Nowak et al. 2018. "Declining Urban and Community Tree Cover in the United States," *Urban Forestry and Urban Greening*, 32, 32-55

*additional and highly desirable. In practice, no approach to additionality can completely avoid these kinds of errors. Generally, reducing one type of error will result in an increase of the other. Ultimately, there is no technically correct level of stringency for additionality rules. GHG programs may decide based on their policy objectives that it is better to avoid one type of error than the other.*[4]

The policy considerations weigh heavily in favor of "highly desirable" planting projects to reverse tree loss for the public resource of city forests.

[4] WRI GHG Protocol, Chapter 3.1 at 19.

# QUANTIFYING CARBON DIOXIDE STORAGE AND CO-BENEFITS FOR URBAN TREE PLANTING PROJECTS (Appendix B)

Introduction

Ecoservices provided by trees to human beneficiaries are classified according to their spatial scale as global and local (Costanza 2008) (citations in Part 1 are listed in References at page 16). Removal of carbon dioxide ($CO_2$) from the atmosphere by urban forests is global because the atmosphere is so well-mixed it does not matter where the trees are located. The effects of urban forests on building energy use is a local-scale service because it depends on the proximity of trees to buildings. To quantify these and other ecoservices City Forest Credits (CFC) has relied on peer-reviewed research that has combined measurements and modeling of urban tree biomass, and effects of trees on building energy use, rainfall interception, and air quality. CFC has used the most current science available on urban tree growth in its estimates of $CO_2$ storage (McPherson et al., 2016a). CFC's quantification tools provide estimates of co-benefits after 25 years in Resource Units (i.e., kWh of electricity saved) and dollars per year. Values for co-benefits are first-order approximations extracted from the i-Tree Streets (i-Tree Eco) datasets for each of the 16 U.S. reference cities/climate zones (https://www.itreetools.org/tools/i-tree-eco) (Maco and McPherson, 2003). Modeling approaches and error estimates associated with quantification of $CO_2$ storage and co-benefits have been documented in numerous publications (see References below) and are summarized here.

Carbon Dioxide Storage

There are three different methods for quantifying carbon dioxide ($CO_2$) storage in urban forest carbon projects:

- Single Tree Method - planted trees are scattered among many existing trees, as in street, yard, some parks, and school plantings, individual trees are tracked and randomly sampled
- Clustered Parks Planting Method - planted trees are relatively contiguous in park-like settings and change in canopy is tracked
- Canopy Method – trees are planted very close together, often but not required to be in riparian areas, significant mortality is expected, and change in canopy is tracked. The two main goals are to create a forest ecosystem and generate canopy
- Area Reforestation Method – large areas are planted to generate a forest ecosystem, for example converting from agriculture and in upland areas. This quantification method is under development

In all cases, the estimated amount of $CO_2$ stored 25-years after planting is calculated. The forecasted amount of $CO_2$ stored during this time is the value from which the Registry issues credits in the amounts of 10%, 40% and 30% at Years 1, 4, and 6 after planting, respectively. A 20% mortality deduction is applied before calculation of Year 1 Credits in the Single Tree and Clustered Parks Planting Methods. A 5% buffer pool deduction is applied in all three methods before calculation of any crediting, with these funds going into a program-wide pool to insure against catastrophic loss of trees. At the end of the project, in year 25, Operators will receive credits for all $CO_2$ stored, minus credits already issued.

In the Single Tree Method, the amount of $CO_2$ stored in project trees 25-years after planting is calculated as the product of tree numbers and the 25-year $CO_2$ index (kg/tree) for each tree-type (e.g., Broadleaf Deciduous Large = BDL). The Registry requires the user to apply a 20% tree mortality deduction before

calculation of Year 1 Credits. Year 4 and Year 6 Credits depend on sampling and mortality data. A 5% buffer pool deduction is applied as well before calculation at any stage.

In the Clustered Parks Planting Method, the amount of $CO_2$ stored after 25-years by planted project trees is based on the anticipated amount of tree canopy area (TC). Because different tree-types store different amounts of $CO_2$ based on their size and wood density, TC is weighted based on species mix. The estimated amount of TC area occupied by each tree-type is the product of the total TC and each tree-type's percentage TC. This calculation distributes the TC area among tree-types based on the percentage of trees planted and each tree-type's crown projection area. Subsequent calculations reduce the amount of $CO_2$ estimated to be stored after 25 years based on the 20% anticipated mortality rate and the 5% buffer pool deduction.

In the Canopy Method, the forecasted amount of $CO_2$ stored at 25-years is the product of the amount of TC and the $CO_2$ Index (CI, t $CO_2$ per acre). This approach recognizes that forest dynamics for riparian projects are different than for park projects. In many cases, native species are planted close together and early competition results in high mortality and rapid canopy closure. Unlike urban park plantings, substantial amounts of carbon can be stored in the riparian understory vegetation and forest floor. To provide an accurate and complete accounting, we use the USDA Forest Service General Technical Report NE-343, with biometric data for 51 forest ecosystems derived from U.S. Forest Inventory and Assessment plots (Smith et al., 2006). The tables provide carbon stored per hectare for each of six carbon pools as a function of stand age. We use values for 25-year old stands that account for carbon in down dead wood and forest floor material, as well as the understory vegetation and soil. If local plot data are provided, values for live wood, dead standing and dead down wood are adjusted following guidance in GTR NE-343. More information on methods used to prepare the tables and make adjustments can be found in Smith et al., 2006. See Attachment A at the end of this Appendix for more information on the Canopy Method.

Source Materials for Single Tree Method and Clustered Parks Planting Methods

Estimates of stored (amount accumulated over many years) and sequestered $CO_2$ (i.e., net amount stored by tree growth over one year) are based on the U.S. Forest Service's recently published technical manual and the extensive Urban Tree Database (UTD), which catalogs urban trees with their projected growth tailored to specific geographic regions (McPherson et al. 2016a, b). The products are a culmination of 14 years of work, analyzing more than 14,000 trees across the United States. Whereas prior growth models typically featured only a few species specific to a given city or region, the newly released database features 171 distinct species across 16 U.S. climate zones. The trees studied also spanned a range of ages with data collected from a consistent set of measurements. Advances in statistical modeling have given the projected growth dimensions a level of accuracy never before seen. Moving beyond just calculating a tree's diameter or age to determine expected growth, the research incorporates 365 sets of tree growth equations to project growth.

Users select their climate zone from the 16 U.S. climate zones (Fig. 1). Calculations of $CO_2$ stored are for a representative species for each tree-type that was one of the predominant street tree species per reference city (Peper et al., 2001). The "Reference city" refers to the city selected for intensive study within each climate zone (McPherson, 2010). About 20 of the most abundant species were selected for sampling in each reference city. The sample was stratified into nine diameter at breast height (DBH) classes (0 to 7.6, 7.6 to 15.2, 15.2 to 30.5, 30.5 to 45.7, 45.7 to 61.0, 61.0 to 76.2, 76.2 to 91.4, 91.4 to 106.7, and >106.7 cm). Typically 10 to 15 trees per DBH class were randomly chosen. Data were

collected for 16 to 74 trees in total from each species. Measurements included: species name, age, DBH [to the nearest 0.1 cm (0.39 in)], tree height [to the nearest 0.5 m (1.64 ft.)], crown height [to the nearest 0.5 m (1.64 ft.)], and crown diameter in two directions [parallel and perpendicular to nearest street to the nearest 0.5 m (1.64 ft.)]. Tree age was determined from local residents, the city's urban forester, street and home construction dates, historical planting records, and aerial and historical photos.

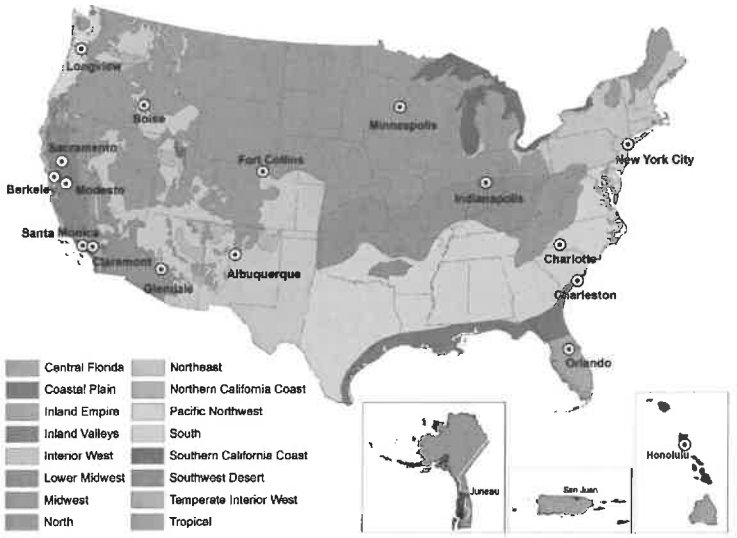


Fig. 1. Climate zones of the United States and Puerto Rico were aggregated from 45 Sunset climate zones into 16 zones. Each zone has a reference city where tree data were collected. Sacramento, California was added as a second reference city (with Modesto) to the Inland Valleys zone. Zones for Alaska, Puerto Rico and Hawaii are shown in the insets (map courtesy of Pacific Southwest Research Station).

Species Assignment by Tree-Type

Representative species for each tree-type in the South climate zone (reference city is Charlotte, NC) are shown in Table 1. They were chosen because extensive measurements were taken on them to generate growth equations, and their mature size and form was deemed typical of other trees in that tree-type. Representative species were not available for some tree-types because none were measured. In that case, a species of similar mature size and form from the same climate zone was selected, or one from another climate zone was selected. For example, no Broadleaf Evergreen Large (BEL) species was measured in the South reference city. Because of its large mature size, *Quercus nigra* was selected to represent the BEL tree-type, although it is deciduous for a short time. *Pinus contorta*, which was measured in the PNW climate zone, was selected for the CES tree-type, because no CES species was measured in the South.

Table 1. Nine tree-types and abbreviations. Representative species assigned to each tree-type in the South climate zone are listed. The biomass equations (species, urban general broadleaf [UGB], urban general conifer [UGC]) and dry weight density (kg/m$^3$) used to calculate biomass are listed for each tree-type.

| Tree-Type | Tree-Type Abbreviation | Species Assigned | DW Density | Biomass Equations |
|---|---|---|---|---|
| Brdlf Decid Large (>50 ft) | BDL | *Quercus phellos* | 600 | *Quercus macrocarpa* [1.] |
| Brdlf Decid Med (30-50 ft) | BDM | *Pyrus calleryana* | 600 | UGB [2.] |
| Brdlf Decid Small (<30 ft) | BDS | *Cornus florida* | 545 | UGB [2.] |
| Brdlf Evgrn Large (>50 ft) | BEL | *Quercus nigra* | 797 | UGB [2.] |
| Brdlf Evgrn Med (30-50 ft) | BEM | *Magnolia grandiflora* | 523 | UGB [2.] |
| Brdlf Evgrn Small (<30 ft) | BES | *Ilex opaca* | 580 | UGB [2.] |
| Conif Evgrn Large (>50 ft) | CEL | *Pinus taeda* | 389 | UGC [2.] |
| Conif Evgrn Med (30-50 ft) | CEM | *Juniperus virginiana* | 393 | UGC [2.] |
| Conif Evgrn Small (<30 ft) | CES | *Pinus contorta* | 397 | UGC [2.] |

[1.] from Lefsky, M., & McHale, M.,2008.
[2.] from Aguaron, E., & McPherson, E. G., 2012

Calculating Biomass and Carbon Dioxide Stored

To estimate $CO_2$ stored, the biomass for each tree-type was calculated using urban-based allometric equations because open-growing city trees partition carbon differently than forest trees (McPherson et al., 2017a). Input variables included climate zone, species, and DBH. To project tree size at 25-years after planting, we used DBH obtained from UTD growth curves for each representative species.

Biomass equations were compiled for 26 open-grown urban trees species from literature sources (Aguaron and McPherson, 2012). General equations (Urban Gen Broadleaf and Urban Gen Conifer) were developed from the 26 urban-based equations that were species specific (McPherson et al., 2016a). These equations were used if the species of interest could not be matched taxonomically or through wood form to one of the urban species with a biomass equation. Hence, urban general equations were an alternative to applying species-specific equations because many species did not have an equation.

These allometric equations yielded aboveground wood volume. Species-specific dry weight (DW) density factors (Table 1) were used to convert green volume into dry weight (7a). The urban general equations required looking up a dry weight density factor (in Jenkins et al. 2004 first, but if not available then the Global Wood Density Database). The amount of belowground biomass in roots of urban trees is not well researched. This work assumed that root biomass was 28% of total tree biomass (Cairns et al., 1997; Husch et al., 2003; Wenger, 1984). Wood volume (dry weight) was converted to C by multiplying by the constant 0.50 (Leith, 1975), and C was converted to $CO_2$ by multiplying by 3.667.

Error Estimates and Limitations

The lack of biometric data from the field remains a serious limitation to our ability to calibrate biomass equations and assign error estimates for urban trees. Differences between modeled and actual tree growth adds uncertainty to $CO_2$ sequestration estimates. Species assignment errors result from

matching species planted with the tree-type used for biomass and growth calculations. The magnitude of this error depends on the goodness of fit in terms of matching size and growth rate. In previous urban studies the prediction bias for estimates of $CO_2$ storage ranged from -9% to +15%, with inaccuracies as much as 51% RMSE (Timilsina et al., 2014). Hence, a conservative estimate of error of ± 20% can be applied to estimates of total $CO_2$ stored as an indicator of precision.

It should be noted that estimates of $CO_2$ stored using the Tree Canopy Approach have several limitations that may reduce their accuracy. They rely on allometric relationships for open-growing trees, so storage estimates may not be as accurate when trees are closely spaced. Also, they assume that the distribution of tree canopy cover among tree-types remains constant, when in fact mortality may afflict certain species more than others. For these reasons, periodic "truing-up" of estimates by field sampling is suggested.

Co-Benefit: Energy Savings

Trees and forests can offer energy savings in two important ways. In warmer climates or hotter months, trees can reduce air conditioning bills by keeping buildings cooler through reducing regional air temperatures and offering shade. In colder climates or cooler months, trees can confer savings on the fuel needed to heat buildings by reducing the amount of cold winds that can strip away heat.

Energy conservation by trees is important because building energy use is a major contributor to greenhouse gas emissions. Oil or gas furnaces and most forms of electricity generation produce $CO_2$ and other pollutants as by-products. Reducing the amount of energy consumed by buildings in urban areas is one of the most effective methods of combatting climate change. Energy consumption is also a costly burden on many low-income families, especially during mid-summer or mid-winter. Furthermore, electricity consumption during mid-summer can sometimes over-extend local power grids leading to rolling brownouts and other problems.

Energy savings are calculated through numerical models and simulations built from observational data on proximity of trees to buildings, tree shapes, tree sizes, building age classes, and meteorological data from McPherson et al. (2017) and McPherson and Simpson (2003). The main parameters affecting the overall amount of energy savings are crown shape, building proximity, azimuth, local climate, and season. Shading effects are based on the distribution of street trees with respect to buildings recorded from aerial photographs for each reference city (McPherson and Simpson, 2003). If a sampled tree was located within 18 m of a conditioned building, information on its distance and compass bearing relative to a building, building age class (which influences energy use) and types of heating and cooling equipment were collected and used as inputs to calculate effects of shade on annual heating and cooling energy effects. Because these distributions were unique to each city, energy values are considered first-order approximations.

In addition to localized shade effects, which were assumed to accrue only to trees within 18 m of a building, lowered air temperatures and windspeeds from increased neighborhood tree cover (referred to as climate effects) can produce a net decrease in demand for winter heating and summer cooling (reduced wind speeds by themselves may increase or decrease cooling demand, depending on the circumstances). Climate effects on energy use, air temperature, and wind speed, as a function of neighborhood canopy cover, were estimated from published values for each reference city. The percentages of canopy cover increase were calculated for 20-year-old large, medium, and small trees, based on their crown projection areas and effective lot size (actual lot size plus a portion of adjacent

street and other rights-of-way) of 10,000 $ft^2$ (929 $m^2$), and one tree on average was assumed per lot. Climate effects were estimated by simulating effects of wind and air-temperature reductions on building energy use.

In the case of urban Tree Preservation Projects, trees may not be close enough to buildings to provide shading effects, but they may influence neighborhood climate. Because these effects are highly site-specific, we conservatively apply an 80% reduction to the energy effects of trees for Preservation Projects.

Energy savings are calculated as a real-dollar amount. This is calculated by applying overall reductions in oil and gas usage or electricity usage to the regional cost of oil and gas or electricity for residential customers. Colder regions tend to see larger savings in heating and warmer regions tend to see larger savings in cooling.

Error Estimates and Limitations

Formulaic errors occur in modeling of energy effects. For example, relations between different levels of tree canopy cover and summertime air temperatures are not well-researched. Another source of error stems from differences between the airport climate data (i.e., Los Angeles International Airport) used to model energy effects and the actual climate of the study area (i.e., Los Angeles urban area). Because of the uncertainty associated with modeling effects of trees on building energy use, energy estimates may be accurate within ± 25 percent (Hildebrandt & Sarkovich, 1998).

Co-Benefit: $CO_2$ Avoided

Energy savings result in reduced emissions of $CO_2$ and criteria air pollutants (volatile organic hydrocarbons [VOCs], $NO_2$, $SO_2$, $PM_{10}$) from power plants and space-heating equipment. Cooling savings reduce emissions from power plants that produce electricity, the amount depending on the fuel mix. Electricity emissions reductions were based on the fuel mixes and emission factors for each utility in the 16 reference cities/climate zones across the U.S. The dollar values of electrical energy and natural gas were based on retail residential electricity and natural gas prices obtained from each utility. Utility-specific emission factors, fuel prices and other data are available in the Community Tree Guides for each region (https://www.fs.fed.us/psw/topics/urban_forestry/products/tree_guides.shtml). To convert the amount of $CO_2$ avoided to a dollar amount in the spreadsheet tools, City Forest Credits uses the price of $20 per metric ton of $CO_2$.

Error Estimates and Limitations

Estimates of avoided $CO_2$ emissions have the same uncertainties that are associated with modeling effects of trees on building energy use. Also, utility-specific emission factors are changing as many utilities incorporate renewable fuels sources into their portfolios. Values reported in CFC tools may overestimate actual benefits in areas where emission factors have become lower.

Co-Benefit: Rainfall Interception

Forest canopies normally intercept 10-40% of rainfall before it hits the ground, thereby reducing stormwater runoff. The large amount of water that a tree crown can capture during a rainfall event makes tree planting a best management practice for urban stormwater control.

City Forest Credits uses a numerical interception model to calculate the amount of annual rainfall intercepted by trees, as well as throughfall and stem flow (Xiao et al., 2000). This model uses species-

specific leaf surface areas and other parameters from the Urban Tree Database. For example, deciduous trees in climate zones with longer "in-leaf" seasons will tend to intercept more rainfall than similar species in colder areas shorter foliation periods. Model results were compared to observed patterns of rainfall interception and found to be accurate. This method quantifies only the amount of rainfall intercepted by the tree crown, and does not incorporate surface and subsurface effects on overland flow.

The rainfall interception benefit was priced by estimating costs of controlling stormwater runoff. Water quality and/or flood control costs were calculated per unit volume of runoff controlled and this price was multiplied by the amount of rainfall intercepted annually.

Error Estimates and Limitations

Estimates of rainfall interception are sensitive to uncertainties regarding rainfall patterns, tree leaf area and surface storage capacities. Rainfall amount, intensity and duration can vary considerably within a climate zone, a factor not considered by the model. Although tree leaf area estimates were derived from extensive measurements on over 14,000 street trees across the U.S. (McPherson et al., 2016a), actual leaf area may differ because of differences in tree health and management. Leaf surface storage capacity, the depth of water that foliage can capture, was recently found to vary threefold among 20 tree species (Xiao & McPherson, 2016). A shortcoming is that this model used the same value (1 mm) for all species. Given these limitations, interception estimates may have uncertainty as great as ± 20 percent.

Co-Benefit: Air Quality

The uptake of air pollutants by urban forests can lower concentrations and affect human health (Derkzen et al., 2015; Nowak et al., 2014). However, pollutant concentrations can be increased if the tree canopy restricts polluted air from mixing with the surrounding atmosphere (Vos et al., 2013). Urban forests are capable of improving air quality by lowering pollutant concentrations enough to significantly affect human health. Generally, trees are able to reduce ozone, nitric oxides, and particulate matter. Some trees can reduce net volatile organic compounds (VOCs), but others can increase them through natural processes. Regardless of the net VOC production, urban forests usually confer a net positive benefit to air quality. Urban forests reduce pollutants through dry deposition on surfaces and uptake of pollutants into leaf stomata.

A numerical model calculated hourly pollutant dry deposition per tree at the regional scale using deposition velocities, hourly meteorological data and pollutant concentrations from local monitoring stations (Scott et al., 1998). The monetary value of tree effects on air quality reflects the value that society places on clean air, as indicated by willingness to pay for pollutant reductions. The monetary value of air quality effects were derived from models that calculated the marginal damage control costs of different pollutants to meet air quality standards (Wang and Santini 1995). Higher costs were associated with higher pollutant concentrations and larger populations exposed to these contaminants.

Error Estimates and Limitations

Pollutant deposition estimates are sensitive to uncertainties associated with canopy resistance, resuspension rates and the spatial distribution of air pollutants and trees. For example, deposition to urban forests during warm periods may be underestimated if the stomata of well-watered trees remain open. In the model, hourly meteorological data from a single station for each climate zone may not be

spatially representative of conditions in local atmospheric surface layers. Estimates of air pollutant uptake may be accurate within ± 25 percent.

## Conclusions

Our estimates of carbon dioxide storage and co-benefits reflect an incomplete understanding of the processes by which ecoservices are generated and valued (Schulp et al., 2014). Our choice of co-benefits to quantify was limited to those for which numerical models were available. There are many important benefits produced by trees that are not quantified and monetized. These include effects of urban forests on local economies, wildlife, biodiversity and human health and well-being. For instance, effects of urban trees on increased property values have proven to be substantial (Anderson & Cordell, 1988). Previous analyses modeled these "other" benefits of trees by applying the contribution to residential sales prices of a large front yard tree (0.88%) (McPherson et al., 2005). We have not incorporated this benefit because property values are highly variable. It is likely that co-benefits reported here are conservative estimates of the actual ecoservices resulting from local tree planting projects.

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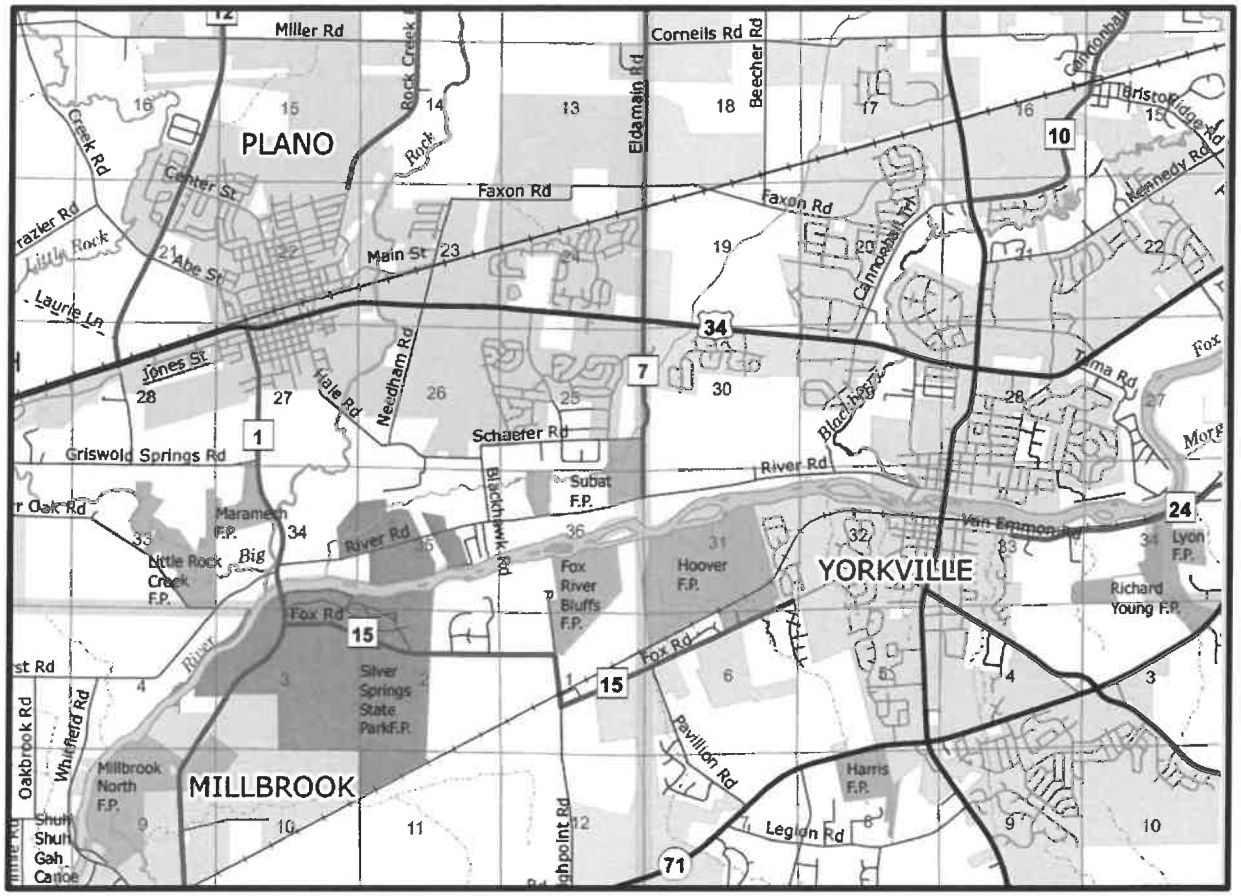
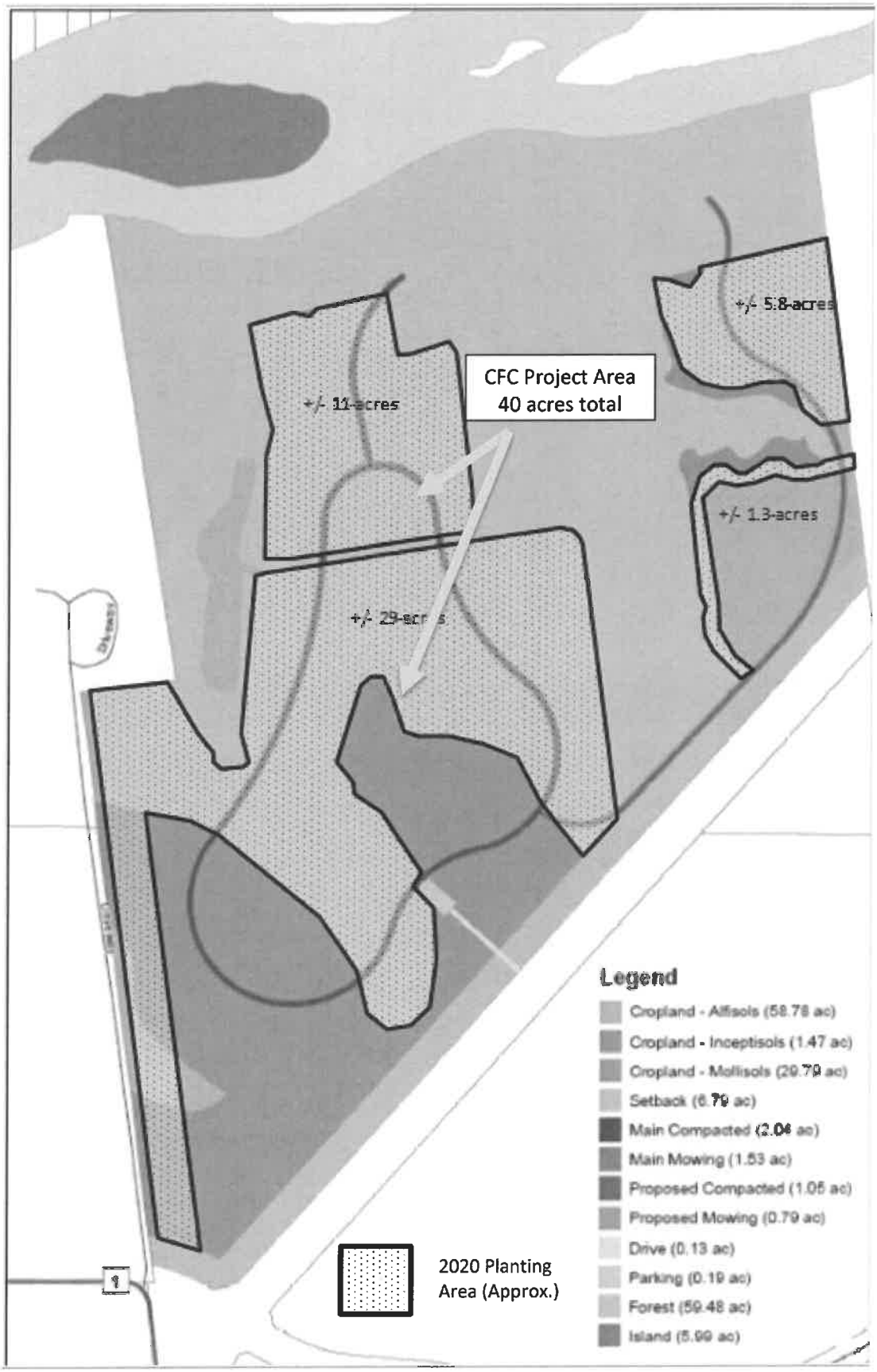
## Attachment 1 – Regional Map



## 2 – Project Area Map

## Attachment 3 - Fox River Bluffs Preserve Tree and Soil Map



CITY FOREST
CREDITS

# Fox River Bluffs Planting Project
# Attestation of Land Ownership

I am the President of the Kendall County Forest Preserve District and make this attestation regarding the ownership of land upon which the Kendall County Forest Preserve District is the Project Operator of a tree planting project known as the Fox River Bluffs Planting Project.

1. Land Ownership

The Kendall County Forest Preserve District is the owner in fee simple of the land identified in Section 2 and in Exhibit A.

2. Subject Lands

The Kendall County Forest Preserve District is planting trees on the Property known as Fox River Bluffs Forest Preserve, which is the subject of this Declaration as specified in Exhibit A.

Signed on November 16 in 2021, by Judy Gilmour, President for Kendall County Forest Preserve District.

_____

Judy Gilmour
630-553-4025
jgilmour@co.kendall.il.us

# Exhibit A

Kendall County, Illinois Property Index Numbers:
01-36-400-010
04-01-200-006

CITY FOREST
CREDITS

# Fox River Bluffs Planting Project
# Attestation of No Double Counting of Credits

I am the Executive Director of the Kendall County Forest Preserve District and make this attestation regarding the no double counting of credits from tree planting project, Fox River Bluffs Planting Project.

1. Project Description

The Project that is the subject of this attestation is described more fully in both our Application and our Project Design Document (PDD), both of which are incorporated into this attestation.

2. No Double Counting by Applying for Credits from another registry

Kendall County Forest Preserve District will not seek credits for $CO_2$ for the project trees or for this project from any other organization or registry issuing credits for $CO_2$ storage.

3. No Double Counting by Seeking Credits for the Same Trees or Same $CO_2$ Storage

Kendall County Forest Preserve District will not apply for a project including the same trees as this project nor will it seek credits for $CO_2$ storage for the project trees or for this project in any other project or more than once.

Signed on November 16 in 2021, by David Guritz, Executive Director for Kendall County Forest Preserve District, Kendall County, Illinois.

_____

David Guritz
630-553-4131
dguritz@co.kendall.il.us

# Exhibit A

Kendall County, Illinois Property Index Numbers:
01-36-400-010
04-01-200-006

CITY FOREST
CREDITS

# Fox River Bluffs Planting Project
# Attestation of No Net Harm

I am the Executive Director of the Kendall County Forest Preserve District and make this attestation regarding the no net harm from tree planting project, Fox River Bluffs Planting Project.

1. Project Description

The Project that is the subject of this attestation is described more fully in both our Application and our Project Design Document (PDD), both of which are incorporated into this attestation.

2. No Net Harm

The trees planted in this project will produce many benefits, as described in our Application and PDD. Like almost all urban trees, the project trees are planted not for harvest but for the benefits they deliver to people, communities, and the environment as living trees in a metropolitan area.

The project trees will produce many benefits and will not cause net harm. Specifically, they will not:

- Displace native or indigenous populations
- Deprive any communities of food sources
- Degrade a landscape or cause environmental damage

Signed on November 16 in 2021, by David Guritz, Executive Director for Kendall County Forest Preserve District, Kendall County, Illinois

_____

David Guritz
630-553-4131
dguritz@co.kendall.il.us

# Exhibit A

Kendall County, Illinois Property Index Numbers:
01-36-400-010
04-01-200-006

CITY FOREST
CREDITS

# Fox River Bluffs Planting Project
# Project Operator Attestation of Planting

I, the undersigned Project Operator for the Planting Project named Fox River Bluffs Planting Project located at Fox River Bluffs Forest Preserve, Yorkville, Illinois 60560 and submitted to City Forest Credits by application dated November 2, 2021, attest to the following in order to confirm the planting of trees under this Project:

- Trees planted were not required by any law or ordinance to be planted;
- Trees were planted under this project on the following date (s): April 10 through 22, 2020
- The organizations or groups that participated in the planting event(s) include: Kendall County Forest Preserve District, various invited community volunteers
- Planting events are shown in photos attached
- The number of trees planted by species are, to a reasonable certainty:

| Species | Amount (Over 40 acres) |
|---|---|
| Bur Oak | 5,417 |
| Red Oak | 5,417 |
| Shagbark Hickory | 4,167 |
| Black Oak | 2,500 |
| White Oak | 1,667 |
| Swamp White Oak | 1,667 |
| Pin Oak | 1,250 |
| Black Walnut | 1,000 |
| American Plum | 833 |
| | 23,917 |

These planting numbers are confirmed by one or more of the following supporting and attached documents:

1. Invoices for trees planted, or
2. Invoices or a statement from the party who funded the tree purchase or supplied the trees attesting to the number of trees purchased, or
3. Any reporting to the owner or public body regarding the planting, invoices, costs, or other data re the planting, or
4. Any other reliable estimate of trees planted that is approved by the Registry

Signed on November 16 in 2021, by Judy Gilmour, President for Kendall County Forest Preserve District, Kendall County, Illinois.

_____

Signature

_____

Phone

_____

Email

ILLINOIS
NATURAL RESOURCES

Illinois Department of
Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

JB Pritzker, Governor
Colleen Callahan, Director

**INVOICE**
**Inv. #00255**
February 27, 2020

SOLD TO: Kendall County Forest Preserve District
110 W Madison St
Yorkville, IL 60560

| SPECIES | # WANTED | PRICE/EACH | TOTAL |
|---|---|---|---|
| Shagbark Hickory | 5,000 | $0.50/ea | $ 2,500.00 |
| Black Walnut | 1,200 | $0.50/ea | $ 600.00 |
| Bur Oak | 6,500 | $0.50/ea | $ 3,250.00 |
| Red Oak | 6,500 | $0.50/ea | $ 3,250.00 |
| Hazelnut | 2,000 | $0.35/ea | $ 700.00 |
| Elderberry | 300 | $0.35/ea | $ 105.00 |
| Pin Oak | 1,500 | $0.50/ea | $ 750.00 |
| Swamp White Oak | 2,000 | $0.50/ea | $ 1,000.00 |
| White Oak | 2,000 | $0.50/ea | $ 1,000.00 |
| Black Oak | 3,000 | $0.50/ea | $ 1,500.00 |
| American Plum | 1,000 | $0.35/ea | $ 350.00 |
| **TOTAL** | **31,000** | | **$ 15,005.00** |

**Please make checks payable to:**
**Illinois Department of Natural Resources**
**Please remit to:**
Mason State Nursery
FEIN #37-1349602(6156701)
17855 N. County Rd. 2400E, Topeka, IL 61567
*Thank you for your order!*

Project Photos:

CITY FOREST CREDITS

# Fox River Bluffs Planting Project
## Attestation of Planting Affirmation

I, the undersigned working on behalf of the State of Illinois - Illinois Department of Natural Resources attest and confirm that tree planting(s) occurred on the following dates under the project named in the City Forest Credits registry Fox River Bluffs Planting Project by the Project Operator, Kendall County Forest Preserve District.

Trees were planted under this project on the following date(s): April 10 through 22, 2020

The approximate number of trees planted is: 23,917 trees over approximately 40 acres at Fox River Bluffs Preserve.

Signed on November 16 in 2021, by Tom Gargrave for Illinois Department of Natural Resources.

Tom Gargrave
Signature

Tom GARGRAVE
Tom Gargrave

630-399-3249
Phone

Tom.Gargrave@illinois.gov