KENDALL COUNTY FOREST PRESERVE DISTRICT OPERATIONS COMMITTEE MEETING AGENDA

WEDNESDAY, MARCH 5, 2025 6:00 PM

KENDALL COUNTY HISTORIC COURTHOUSE - SECOND FLOOR COURTROOM

- I. Call to Order
- II. Roll Call: Dan Koukol, Chairman; Ruben Rodriguez, Vice-Chair; Zach Bachmann; Elizabeth Flowers, and Scott Gengler
- III. Approval of Agenda
- IV. Public Comments
- V. Review of Financial Statements and Cost Center Reports through February 28, 2025
- VI. Approval of Special Use Permits
 - A. University of Illinois Cooperative Extension Harris Forest Preserve Arena and Shelter 7 4H Horse Clinic on June 21, 2025 and Gaming Show on July 19, 2025 (July 20 Rain Date) including Waiving of Fees and Charges
 - B. Kendall County EMA Multi-Agency Search and Rescue Training at Harris Forest Preserve Shelters 1 and 4 on April 12, 2025 including Waiving of Fees and Charges
- VII. Grounds and Natural Resources Reports
 - A. Hoover-Fox River Bluffs RTP Trail Project Updates
 - B. Yorkville Athletic Association (Yorkville Fury) License Agreement Renewal Updates
 - C. IEPA Inspection Report Influent Flow and Testing Requirements
 - D. Kaeser Compressors Updated Repair Schedule
 - E. General Use Ordinance Chapter V Section III.a and V.e Vehicle Access and Parking Violation
- VIII. Environmental Education and Ellis House and Equestrian Center Reports
 - A. Education Programming Updates Summer Camp Participation Distribution
 - B. Mary M. Subat Nature Center Interpretive Exhibits Concept Plan and Schedule Updates
 - C. Ellis Equestrian Center Operations Updates
- IX. Other Items of Business
 - A. Review of Recommended Policy Changes Kendall County Forest Preserve District Employee Handbook Section 8.1 B Accrual of Personal Leave
- X. Chairman's Report
- XI. Public Comments
- XII. Executive Session
- XIII. Adjournment
- (1) Requires affirmative vote of the majority of Committee members present (min. 2) for passage. (KCFPD Rules of Order Section III.C.2)



FY25 YTD REPORT

FOR 2025 03

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PCT USE/C	11. 5%** 62. 0%** 64. 0%** 18. 0%** 18. 0%* 18. 0%* 18. 0%* 18. 0%* 19	-26.6%	23.1% 36.1% 49.5% 44.4%	33.9%
AVAILABLE BUDGET	-799, 269.00 -15, 522.67 -149, 058.00 -1, 900.00 -134, 100.00 -134, 100.00 154, 395.36 4, 707.72 10, 896.46 11, 832.04 4, 463.75 11, 141.00 11, 141.00 12, 698.44 12, 698.44 12, 500.00 11, 140.00 12, 500.00 1, 500.00	-659,546.04	8,673.04 383.31 3,206.06 1,290.44 2,364.58	15,917.43
ENCUMBRANCES	588888888888888888888888888888888888888	00.	88888	00.
MTD ACTUAL	-578.79 -100.00 -100.00 -2,217.03 15,441.88 470.76 00 833.05 45.00 45.00 10,631.00 10,631.00 10,631.00 2,900.00 2,000.00	29,030.77	867.32 22.51 113.89 277.71	1,281.43
YTD ACTUAL	-2,009.33 -3,100.00 -3,100.00 -3,884.60 13,884.36 2,932.96 13,884.36 2,536.25 590.00 299.16 66,344.00 66,344.00 66,344.00 66,347.531	138,777.04	2,601.96 216.69 3,143.94 298.56 1,885.42	8,146.57
REVISED BUDGET	-799, 269 -179, 0582 -149, 0582 -134, 000 -134, 000 5, 000 200, 721 11, 940 11, 940 11, 940 11, 940 11, 940 11, 940 11, 940 11, 940 11, 500 87, 596 87, 596 6, 000 6, 000 6, 120 11, 940 12, 300 87, 500 6, 000	-520,769	11,275 600 6,350 1,589 4,250	24,064
ORIGINAL APPROP	-799, 269 -17, 532 -149, 058 -134, 000 -134, 000 -134, 000 -15, 500 -15, 825 -17, 000 -17, 00	-520,769	11,275 600 6,350 1,589 4,250	24,064
ACCOUNTS FOR: 1900 Forest Preserve	190011 41010 Current Property Tax 190011 41350 Revenue 190011 42250 Revenue 190011 42250 Parm License Revenue 190011 42930 Farm License Revenue 190011 51390 Salaries - Per Diem 190011 51390 Salaries - Full Time 190011 51470 Salaries - Full Time 190011 51470 Salaries - Full Time 190011 61230 Transf. to IMRF Fund 190011 61230 Transf. to IMRF Fund 190011 62000 Office Supplies 190011 62000 Legal Publications 190011 62150 Conferences 190011 62150 Conferences 190011 62150 Conferences 190011 68490 Liability Insurance P 190011 68340 Farm Lease Contract 190011 68340 Farm Lease Contract 190011 68340 Farm Lease Contract 190011 68340 Project Fund Expenses 190011 68560 Contributions 190011 68560 Credit Card Fee	TOTAL Forest Preserve 19001160 Ellis House	19001160 51390 salaries - Full Tim 19001160 62000 office Supplies 19001160 62270 utilities 19001160 63050 Employer Contr. SSI 19001160 68580 Grounds and Mainten	TOTAL Ellis House

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19001161 Ellis Barn



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Kendall County FY25 YTD REPORT

PCT USE/COL	23.1% .0% 18.8% .0%	12.9% 0%* 23.1% 118.8%	5130.2%	80.5%* 17.1% .0% .0% 10.0%	156.4%	13.4%* 17.3% 25.9% 0% 0% 11.5%	27.0%
AVAILABLE BUDGET	8,673.04 6,350.00 1,290.44 3,200.00	19,513.48 -32,000.00 17,347.02 2,580.84 5,583.14	-6,489.00	-2,675.00 5,140.85 450.00 1.00 668.56	3,585.41	-55,257.50 -1.00 43,937.97 8,889.89 1.00 9,000.00 5,631.28	12,202.64
ENCUMBRANCES	9900	8 0000	00.	88888	00.	86888888	00.
MTD ACTUAL	867.32 .00 .00 .00	867.32 00 1,734.66 185.46	1,920.12	-11,075.00 382.90 .00 .00	-10,692.10	-2,167.00 3,377.34 2,018.90 .00 .00	3,229.24
YTD ACTUAL	2,601.96 .00 298.56 .00	2,900.52 2,203.98 5,203.98 597.16 816.86	6,618.00	-11,075.00 1,060.15 .00 .74.44	-9,940.41	-8,542.50 .00 9,213.03 3,110.11 .00 .00 733.72	4,514.36
REVISED BUDGET	11,275 6,350 1,589 3,200	-32,000 -32,551 3,178 6,400	129	-13,750 6,201 450 1 743	-6,355	-63,800 -1 53,151 12,000 9,000 6,365	16,717
ORIGINAL APPROP	11,275 6,350 1,589 3,200	-32,000 -32,000 22,551 3,178 6,400	129	-13,750 6,201 450 1 743	-6,355	-63,800 53,151 12,000 9,000 6,365	16,717
ACCOUNTS FOR: 1900 Forest Preserve		19001162 Ellis Grounds 19001162 42250 Revenue 19001162 51390 Salaries - Full Tim 19001162 63050 Employer Contr. SSI 19001162 68580 Grounds and Mainten	TOTAL Ellis Grounds 19001163 Ellis Camps	19001163 42250 Revenue 19001163 51160 Salaries - Part Tim 19001163 63030 Program Supplies 19001163 63040 Security Deposit Re 19001163 63050 Employer Contr. SSI	TOTAL Ellis Camps 19001164 Ellis Riding Lessions	19001164 42250 Revenue 19001164 42860 Donations 19001164 51160 Salaries - Part Tim 19001164 63000 Animal Care & Suppl 19001164 63010 Horse Acquisition & 19001164 63020 Vet & Farrier 19001164 63050 Employer Contr. SSI	TOTAL Ellis Riding Lessions



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Kendall County

FY25 YTD REPORT

PCT USE/COL		27.9%* 17.1% 23.0% 14.7%	124.7%		18.0%* 17.1% 10.1% .0%	24.9%		26.2%* 16.6% 0% 11.2%	4.3%		6.7%* 20.0%* 13.1% .0%	
AVAILABLE BUDGET		-4,324.00 3,671.61 346.53 451.87	146.01		-2,460.00 1,469.04 1.00 190.66 150.00	-649.30		-10,159.00 19,843.83 2,500.00 1.00 2,500.19	14,686.02		-4,200.00 -4,000.00 332.64 5,000.00	
ENCUMBRANCES		8888	00.		88888	00.		00000	00.		88888	
MTD ACTUAL		-200.00 273.55 .00	73.55		-540.00 109.42 .00 .00	-430.58		_400.00 1,422.35 .00 .00	1,022.35		-150.00 .00 13.22 .00	
YTD ACTUAL		-1,676.00 757.39 103.47 78.13	-737.01		-540.00 302.96 21.34 .00	-215.70		-3,601.00 3,938.17 .00 314.81	651.98		-300.00 -1,000.00 50.36 .00	
REVISED BUDGET		-6,000 4,429 450 530	-591		-3,000 1,772 1,772 212 150	-865		-13,760 23,782 2,500 2,815	15,338		-4,500 -5,000 383 5,000	
ORIGINAL APPROP		-6,000 4,429 450 530	-591		-3,000 1,772 1,772 212 150	-865		-13,760 23,782 2,500 2,815	15,338		-4,500 -5,000 383 5,000 29	
ACCOUNTS FOR: 1900 Forest Preserve	19001165 Ellis Birthday Parties	19001165 42250 Revenue 19001165 51160 Salaries - Part Tim 19001165 63030 Program Supplies 19001165 63050 Employer Contr. SSI	TOTAL Ellis Birthday Parties	19001166 Ellis Public Programs	19001166 42250 Revenue 19001166 51160 Salaries - Part Tim 19001166 63040 Security Deposit Re 19001166 63050 Employer Contr. SSI 19001166 68570 Volunteer Expense	TOTAL Ellis Public Programs	19001167 Ellis Sunrise Center	19001167 42250 Revenue 19001167 51160 Salaries - Part Tim 19001167 63000 Animal Care & Suppl 19001167 63020 Vet & Farrier 19001167 63050 Employer Contr. SSI	TOTAL Ellis Sunrise Center	19001168 Ellis weddings	19001168 42250 Revenue 19001168 43450 Security Deposit Re 19001168 51160 Salaries - Part Tim 19001168 63040 Security Deposit Re 19001168 63050 Employer Contr. SSI	
	FOR: Forest Preserve APPROP BUDGET YTD ACTUAL MTD ACTUAL ENCUMBRANCES BUDGET	FOR: Forest Preserve APPROP BUDGET YTD ACTUAL MTD ACTUAL ENCUMBRANCES BUDGET Ellis Birthday Parties	FOR: Forest Preserve APPROP BUDGET YTD ACTUAL MTD ACTUAL ENCUMBRANCES BUDGET Ellis Birthday Parties Ellis Birthday Parties -6,000 -6,000 -1,676.00 -200.00 -4,324.00 51160 Salaries - Part Tim 4,429 4,429 4,429 450 757.39 273.55 .00 3,671.61 63030 Program Supplies 450 450 78.13 .00 .00 451.87	FOR: Forest Preserve APPROP BUDGET YTD ACTUAL MTD ACTUAL ENCUMBRANCES BUDGET Ellis Birthday Parties -6,000 -6,000 -1,676.00 -200.00 3.671.61 63030 Program Supplies 530 530 Employer Contr. SSI 530 Employer Contr. SSI 530 Employer Contr. SSI -591 -737.01 73.55 .00 146.01	FOR:	FOR: FOREST PRESERVE ORIGINAL REVISED WID ACTUAL MID ACTUAL ENCUMBRANCES BUDGET	FOR: PROBLEM REVISED PID ACTUAL MTD ACTUAL ENCUMBRANCES BUDGET BUDGE	FOREST Preserve ORIGINAL REVISED WID ACTUAL MID ACTUAL ENCUMBRANCES AVAILABLE	Forest Preserve	State Control of the control of	Charles Char	Comparison





Kendall County FY25 YTD REPORT

FOR 2025 03

PCT USE/COL	12.4% 38.1%	17.2%* 47.0%* 13.2% .0%	33.6%	18.3% 13.7% 21.9% 10.5% 15.0% 19.6% 20.3% 20.3% 11.9%	20.2%	39.4%* 50.0%* 13.7% 21.9%
AVAILABLE BUDGET	1,050.84	-2,815.00 -530.00 332.62 1,000.00 29.00	-1,983.38	-7,350,00 18,069.03 32,639.46 3,580.00 8,775.00 7,293.86 11,529.60 7,640.31 14,465.43 3,188.07 7,296.02 7,296.03 7,296.03 3,188.07 7,296.03	111,392.56	-21,805.00 -3,000.00 9,034.49 16,319.71
ENCUMBRANCES	00.	88888	00.	888888888888	00.	0000
MTD ACTUAL	74.58	-150.00 -13.22 .00	-136.78	-550.00 698.11 2,729.78 1,822.50 1,011.55 2,90.25 2,90.25 505.32 177.69	9,374.93	-1,945.00 -400.00 349.07 1,364.89
YTD ACTUAL	149.16	-585.00 -470.00 50.38 .00	-1,004.62	-1,650,00 2,868,97 9,160,54 4,725,00 1,360,14 1,729,40 1,859,69 5,534,57 5,334,57 703,98 2,57,55 476,67	28,258.44	-14,195.00 -3,000.00 1,434.51 4,580.29
REVISED BUDGET	1,200	-3,400 -1,000 1,000	-2,988	20,938 41,800 13,500 13,500 20,000 20,000 4,000 4,000 4,000	_	-36,000 -6,000 10,469 20,900
ORIGINAL APPROP	1,200	-3,400 -1,000 -1,000 1,000	-2,988	20,900 41,800 13,500 13,259 13,259 20,500 4,000 4,000 4,000	139,651	-36,000 -6,000 10,469 20,900
ACCOUNTS FOR: 1900 Forest Preserve	19001168 63070 Refuse Pickup TOTAL Ellis Weddings	19001169 Ellis Other Rentals 19001169 42250 Revenue 19001169 43450 Security Deposit Re 19001169 51160 Salaries - Part Tim 19001169 63040 Security Deposit Re 19001169 63050 Employer Contr. SSI	TOTAL Ellis Other Rentals	19001171 42250 Revenue 19001171 51160 Salaries - Part Tim 19001171 51390 Salaries - Full Tim 19001171 62270 Utilities 19001171 63040 Excurity Deposit Re 19001171 63060 Excurity Deposit Re 19001171 63100 Ratural Gas 19001171 63100 Ratural Gas 19001171 63100 Building Maintenanc 19001171 63100 Building Maintenanc 19001171 65500 Miscellaneous Expen 19001171 68580 Grounds and Mainten	Hoover Hoover	19001172 42250 Revenue 19001172 43450 Security Deposit Re 19001172 51160 Salaries - Part Tim 19001172 51390 Salaries - Full Tim

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Kendall County

FY25 YTD REPORT

FOR 2025 03

PCT	USE/COL	15.7%	-2955.7%		5.9%* 13.7% 21.9% 15.7%	23.8%		32.1%* 72.3%* 13.5% 13.6% 13.0%	58.9%		8.0%* 24.5% .0% 3.1% 10.2%	-33.7%	106.0%
AVATI ARI E	BUDGET	3,646.93	9,961,43-2		-6,585.00 4,516.73 8,159.88 1,823.96 2,882.64	10,798.21		-30,281.00 -2,272.50 -8,287.30 8,159.88 2,156.96 2,882.64	-11,066.72		-18,400.00 9,426.72 1.00 678.35 1.60 1,676.60	-6,616.33	2,545.00
	ENCUMBRANCES	00.	00.		000000	00.		888888	00.		888888	00.	00.
	MTD ACTUAL	000.	-631.04		-185.00 174.54 682.44 .00	671.98		-2,820.00 -690.00 326.57 682.44 .00	-2,500.99		-1,050.00 1,075.98 21.65 21.65	47.63	-43,175.00
	YTD ACTUAL	680.07 864.70	-9,635.43		-415.00 717.27 2,290.12 340.04 432.36	3,364.79		-14,319.00 -5,927.50 1,296.70 2,290.12 340.04 432.36	-15,887.28		-1,600.00 3,058.28 21.65 189.40	1,669.33	-45,045.00
REVISED	BUDGET	4,327 6,630	326		-7,000 5,234 10,450 2,164 3,315	14,163		-44,600 -8,200 9,584 10,450 2,497 3,315	-26,954		-20,000 12,485 700 1,866	-4,947	-42,500
ORIGINAL	APPROP	4,327 6,630	326		-7,000 5,234 10,450 2,164 3,315	14,163		-44,600 -8,200 9,584 10,450 2,497 3,315	-26,954		-20,000 12,485 1 700 1,866	-4,947	-42,500
ACCOUNTS FOR:	1900 Forest Preserve	19001172 63050 Employer Contr. SSI 19001172 63060 ER Contr Health/Den	TOTAL Hoover Bunkhouse	19001173 Hoover Campsite	19001173 42250 Revenue 19001173 51160 Salaries - Part Tim 19001173 51390 Salaries - Full Tim 19001173 63050 Employer Contr. SSI 19001173 63060 ER Contr Health/Den	TOTAL Hoover Campsite	19001174 Hoover Meadowhawk Lodge	19001174 42250 Revenue 19001174 43450 Security Deposit Re 19001174 51160 Salaries - Part Tim 19001174 51390 Salaries - Full Tim 19001174 63050 Employer Contr. SSI 19001174 63060 ER Contr Health/Den	TOTAL Hoover Meadowhawk Lodge	19001176 Environmental Education School	19001176 42250 Revenue 19001176 51160 Salaries - Part Tim 19001176 51390 Salaries - Full Tim 19001176 63030 Program Supplies 19001176 63040 Security Deposit Re 19001176 63050 Employer Contr. SSI	TOTAL Environmental Education Sch	19001177 Environmental Education Camps 19001177 42250 Revenue

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Kendall County

FY25 YTD REPORT

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PCT	18.0% 23.1% .0% 13.7%	-784.7%	54.6%* 24.4%* 23.1% 8.8% 18.8%	-827.3%	26.3%* 24.5% .0% 11.3% 2.4%	33.3%	24.5% 9.5% 9.6%	20.9%
AVAILABLE	27,848.32 5,753.22 1,500.00 500.00 3,220.81	41,367.35 -	-72,637.50 -1,500.00 66,177.06 42,481.74 3,648.04 2,200.00	55,378.76	-14,748.00 6,785.00 1.00 665.05 488.00 1,195.70	-5,613.25	2,638.65 543.01 472.10	3,653.76
	ENCOMBRANCES	00.	8888888	00.	888888	00.	800.	00.
THE SECOND SECOND	2,152.03 2,575.26 575.26 .00	-40,447.71	-400.00 00 8,333.69 4,245.76 00	12,179.45	-3,000.00 774.73 00 12.00	-2,213.27	301.30 50.00 .00	351.30
	6,116.68 1,725.78 .00 .00 511.19	-36,691.35	-87,362.50 21,382.94 12,737.28 351.96 3,483.56	-49,406.76	-5,252.00 2,202.00 .00 84.95 12.00 148.30	-2,804.75	856.35 56.99 49.90	963.24
REVISED	33,965 7,479 1,500 3,732	4,676	-160,000 -1,500 87,560 85,199 4,000 2,200 18,513	5,972	-20,000 8,987 1 750 500 1,344	-8,418	3,495 600 522	4,617
ORIGINAL		4,676	-160,000 -1,500 87,560 55,199 4,000 2,200 18,513	5,972	-20,000 8,987 1 750 500 1,344	-8,418	3,495 600 522	4,617
ACCOUNTS FOR:	1177	TOTAL Environmental Education Cam	19001178 42250 Revenue 19001178 42860 Donations 19001178 51360 Salaries - Part Tim 19001178 51390 Salaries - Full Tim 19001178 63030 Program Supplies 19001178 63040 Security Deposit Re 19001178 63050 Employer Contr. SSI	TOTAL Environmental Educ. Natrl B 19001179 Environ. Educ. Other Pblc Prg	19001179 42250 Revenue 19001179 51160 Salaries - Part Tim 19001179 51390 Salaries - Full Tim 19001179 63030 Program Supplies 19001179 63040 Security Deposit Re 19001179 63050 Employer Contr. SSI	TOTAL Environ. Educ. Other Pblc P 19001180 Environ. Educ. Laws of Nature	19001180 51160 Salaries - Part Tim 19001180 63030 Program Supplies 19001180 63050 Employer Contr. SSI	TOTAL Environ. Educ. Laws of Natu 19001183 Grounds and Natural Resources



FY25 YTD REPORT

FOR 2025 03

PCT	USE/COL	21.1.5%** 23.1.1.5%** 14.1.6%** 14.1.6%* 15.1.9%* 16.1.2%* 19.1.6%* 10.1.6%		31.9%* 37.3%* 13.3%* 23.6% 16.3%	486.9%	%		
AVATI ABI E	BUDGET	-34,875.00 -2,500.00 -6,280.00 -43,265.94 129,368.60 28,616.29 1,926.49 160.00 25,233.92 7,149.80 7,149.80 2,334.58 8,439.22 6,827.83 10,180.92		-9,529.00 -500.00 -3,770.57 3,820.00 7,685.43	2,445.00	-129,435.58	-1,453,139.48 1,323,703.90	
	ENCUMBRANCES	888888888888888888888888888888888888888		9999999	00.	00.	000	
	MTD ACTUAL	-130 -130 12,977 12,936.80 14,062.79 1,062.79 323.51 675.10 675.10 675.10 675.10 675.10 675.10 675.10 675.10 675.10 675.10 675.10 675.10		-1,220.00 -600.00 152.03 680.00 898.74	-89.23	21,149.20	-73,742.82 94,892.02	717,921.29 -129,436.58 588,484.71
	YTD ACTUAL	-125.00 -1,720.00 -1,720.00 -1,720.00 38,810.40 1,883.71 1,883.71 323.51 1,350.20 2,165.42 560.78 1,172.17 1,172.17		-4,471.00 -1,865.00 -1,180.00 1,180.00	-3,077.00	129,436.58	-223,730.52 353,167.10	REVENUES/EXPENSES
REVISED	BUDGET	-35,000 -2,500 -8,000 149,370 168,179 20,500 2,250 2,250 2,250 29,601 8,500 4,500 9,000 10,274		-14,000 -5000 -5,000 5,000 333 9,185	-632	1	$^{-1},676,870$ $^{1},676,871$	NET OF REVENU
ORIGINAL	APPROP	-35,000 -2,500 -8,000 168,179 20,500 2,250 2,250 2,250 2,250 2,250 2,500 8,000 8,000 10,274		-14,000 -5,000 -5,000 4,350 5,000 333 9,185	-632	П	$^{-1},676,870$ $^{1},676,871$	1
ACCOUNTS FOR:		19001183 42250 Revenue 19001183 42860 Donations 19001183 42900 Picnic Fees and She 19001183 51160 Salaries - Part Tim 19001183 51390 Salaries - Full Tim 19001183 62160 Equipment 19001183 62400 Uniforms / Clothing 19001183 63040 Security Deposit Re 19001183 63050 Employer Contr. SSI 19001183 63050 Employer Contr. SSI 19001183 63050 Refuse Pickup 19001183 63070 Refuse Pickup 19001183 63070 Refuse Pickup 19001183 63070 Peserve Improvemen 19001183 68530 Preserve Improvemen	19001184 Pickerill - Pigott	19001184 42250 Revenue 19001184 42900 Picnic Fees and She 19001184 43450 Security Deposit Re 19001184 51160 Salaries - Part Tim 19001184 63040 Security Deposit Re 19001184 63050 Employer Contr. SSI 19001184 63100 Electric	TOTAL Pickerill - Pigott	TOTAL Forest Preserve	TOTAL REVENUES TOTAL EXPENSES	PRIOR FUND BALANCE CHANGE IN FUND BALANCE REVISED FUND BALANCE

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Kendall County

FY25 YTD REPORT

PCT USE/COL		.0%* 20.2%* .0%	.0%	100.0% 73.1%	100.0%	1711.3%		
AVAILABLE BUDGET		-5,940,513.00 -53,043.38 66,500.00	1,000.00 2,000.00 174,900.00	50,356.25	.00 L00.0% -5,698,800.13-1711.3%	-5,698,800.13-1711.3%	-5,993,556.38 294,756.25	
ENCUMBRANCES		888	888	8888	00.	00.	88	
MTD ACTUAL	:	.00 -1,383.25 .00	8,8,8	888	-1,383.25	-1,383.25	-1,383.25	6,310,248.14 -5,384,167.13 926,081.01
YTD ACTUAL	:	.00 -13,456.62 .00	175.530.00	137,093.75	5,384,167.13	5,384,167.13	-13,456.62 5,397,623.75	OF REVENUES/EXPENSES
REVISED BUDGET	· ·	-5, 940, 513 -66, 500 66, 500		_	•	-314,633	-6,007,013 5,692,380	NET OF REVENI
ORIGINAL APPROP	6	-5,940,513 -66,500 -66,500	1,000 2,000 350,430	45,000 187,450 5,040,000	-314,633	-314,633	-6,007,013 5,692,380	ANCE BALANCE - ALANCE
ACCOUNTS FOR: 1903 FP Debt Service 2015/2016/2017	FP Debt	190311 41010 Cufrent Property lax 190311 41350 Interest Income 190311 61420 Trnsf, to FP Capital	68640 68710	190311 68720 Dbt Srv 2015 Principa 190311 68730 Dbt Srv 2016 Interest 190311 68740 Dbt Srv 2016 Principa	OTAL FP	TOTAL FP Debt Service 2015/2016/2	TOTAL REVENUES TOTAL EXPENSES	PRIOR FUND BAL CHANGE IN FUND REVISED FUND B

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Kendall County

FY25 YTD REPORT

ACCOUNTS FOR: 1904 KCFPD Endowment Fund	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
190411 KCFPD Endowment Fund								
	-160,000 -300,000	-8,000 -160,000 -300,000	-9,925.28 .00 .00	-2,986.72 .00 .00	888	1,925.28 -160,000.00 -300,000.00	124.1% .0%* .0%*	
190411 01390 Irans to Kolling Gran 190411 62150 Contractual Services 190411 70330 Construction	300,000 77,404 790,216	300,000 77,404 790,216	24,065.63 80,472.86	.00 17,009.43 31,445.36	888	300,000.00 53,338.37 709,743.14	.0% 31.1% 10.2%	
TOTAL KCFPD Endowment Fund	699,620	699,620	94,613.21	45,468.07	00.	605,006.79	13.5%	
TOTAL KCFPD Endowment Fund	699,620	699,620	94,613.21	45,468.07	00.	605,006.79	13.5%	
TOTAL REVENUES TOTAL EXPENSES	-468,000 1,167,620	-468,000 1,167,620	-9,925.28 104,538.49	-2,986.72 48,454.79	00.	-458,074.72 1,063,081.51		
PRIOR FUND BALANCE CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES REVISED FUND BALANCE	LANCE ID BALANCE - N BALANCE	IET OF REVENUE	ES/EXPENSES	915,980.93 -94,613.21 821,367.72				

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ACCOUNTS FOR: 1905 KCFPD Project Fund #1	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
190511 KCFPD Project Fund #1							
190511 40500 Trn fr KCFPD Rolling 190511 42970 Grant Award 190511 43880 Kendall County Escrow	-504,842 -504,842 -336,562	-504,842 -504,842 -336,562	8888	8888	0000	-504,842.00 -504,842.00 -336,562.00	*** 0, 0, 0,
70330	733,884	733,884	000	88.	00.	733,884.00	%0.
TOTAL KCFPD Project Fund #1	-504,842	-504,842	00.	00.	00.	-504,842.00	%0.
TOTAL KCFPD Project Fund #1	-504,842	-504,842	00.	00.	00.	-504,842.00	%0.
TOTAL REVENUES TOTAL EXPENSES	-1,346,246 841,404	-1,346,246 841,404	000	00.00	00.	-1,346,246.00 841,404.00	
PRIOR FUND BALANCE CHANGE IN FUND BALANCE REVISED FUND BALANCE	ALANCE ID BALANCE - N BALANCE	- NET OF REVENUES/EXPENSES	ES/EXPENSES	0000			

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PCT USE/COL	20.0%	3.4%	125.4%	125.4%		
AVAILABLE BUDGET	-66,500.00 -18,254.19 -188,714.00 51,750.00	29,625.00 77,297.32	-20,783.87	-20,783.87	-273,468.19 252,684.32	
ENCUMBRANCES	88888	888	00.	00.	00.	
MTD ACTUAL	-1,313,36	000	-1,313.36	-1,313.36	-1,313.36	452,853.81 -102,569.87 350,283.94
YTD ACTUAL	-4,745.81 00 104.238.00	2,702.68	102,569.87	102,569.87	-4,745.81 107,315.68	OF REVENUES/EXPENSES
REVISED BUDGET	-66,500 -23,000 -188,714 50,000	30,000	81,786	81,786	-278,214 360,000	NET OF REVENU
ORIGINAL APPROP	-66,500 -23,000 -188,714 50,000	30,000	81,786	81,786	-278,214 360,000	NCE BALANCE – LANCE
ACCOUNTS FOR: 1907 Forest Preserve Capital Exp.	190711 Forest Preserve Capital Exp. 190711 40510 Transf. frm 2012/16/1 190711 41350 Interest Income 190711 42490 Other Revenue 190711 61360 Transf to KCFPD PF#1 190711 67160 Equipment	190711 66500 Miscellaneous Expense 190711 68500 Project Fund Expenses	TOTAL Forest Preserve Capital Exp	TOTAL Forest Preserve Capital Exp	TOTAL REVENUES TOTAL EXPENSES	PRIOR FUND BALANCE CHANGE IN FUND BALANCE REVISED FUND BALANCE

FY25 YTD REPORT

PCT USE/COL		.00.0% .0%**	.0% .0% 29.7%	4.4%	4.4%		
AVAILABLE BUDGET		-50,000.00 568.24 -200,000.00	200,000.00 386,704.00 19,879.00	168,151.24	168,151.24	-438,431.76 606,583.00	
ENCUMBRANCES		8888	3000	00.	00.	00.	
MTD ACTUAL		.00 -182,10 .00	8,381.00	8,198.90	8,198.90	-182.10 8,381.00	176,158.67 -7,812.76 168.345.91
YTD ACTUAL		.00 -568.24 .00	.00 .00 .00 8,381.00	7,812.76	7,812.76	-568.24 8,381.00	ss/expenses
REVISED BUDGET		-50,000 -200,000 -189,000	200,000 386,704 28,260	175,964	175,964	-439,000 614,964	NET OF REVENUES/EXPENSES
ORIGINAL APPROP		-50,000 0 -200,000 -189,000	200,000 386,704 28,260	175,964	175,964	-439,000 614,964	1
ACCOUNTS FOR: 1908	190811 KCFPD Project Fund #2	190811 40380 Trnsfr. fr Capital Fu 190811 41350 Interest Income 190811 42970 Grant Award 190811 43920 Revenue-Kendall Co Ta	61390 70330 70650	TOTAL KCFPD Project Fund #2	TOTAL KCFPD Project Fund #2	TOTAL REVENUES TOTAL EXPENSES	PRIOR FUND BALANCE CHANGE IN FUND BALANCE REVISED FUND BALANCE

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AVAILABLE PCT YTD ACTUAL MTD ACTUAL ENCUMBRANCES BUDGET USE/COL	00.000,08- 00. 00.	-3,459.25 -1,150.15 .00 -4,540.74 43.2%* .00 .00 -150,000.00 .0%* .00 .00 539,406.00 .0%	-3,459.26 -1,150.15 .00 304,865.26 -1.1%	-3,459.26 -1,150.15 .00 304,865.26 -1.1%	-3,459.26 -1,150.15 .00 -234,540.74 .00 .00 539,406.00	303,294.11 S/EXPENSES 304,59.26 306,753.37
REVISED BUDGET	-80,000	-150,000 -150,000 539,406	301,406	301,406	-238,000 539,406	NET OF REVENUES/EXPENSES
ORIGINAL APPROP	000,08-	-8,000 -150,000 539,406	301,406	301,406	-238,000 539,406	ANCE BALANCE - NE ALANCE
ACCOUNTS FOR: 1910 FP Land Cash		191011 42970 Interest Income 191011 42970 Grant Award 191011 67410 Land Acquisition	TOTAL FP Land Cash	TOTAL FP Land Cash	TOTAL REVENUES TOTAL EXPENSES	PRIOR FUND BALANCE CHANGE IN FUND BALANCE - REVISED FUND BALANCE

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ACCOUNTS FOR: 1911 FP Liability Insurance Fund	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
191111 FP Liability Insurance Fund							
191111 41350 Interest Income 191111 68990 Claims	-2,000 25,000	-2,000 25,000	-509.82	-169.51	8.6.	$^{-1}$, 490.18 $25,000.00$	25.5%*
TOTAL FP Liability Insurance Fund	23,000	23,000	-509.82	-169.51	00.	23,509.82	-2.2%
TOTAL FP Liability Insurance Fund	23,000	23,000	-509.82	-169.51	00.	23,509.82	-2.2%
TOTAL REVENUES TOTAL EXPENSES	-2,000 25,000	-2,000 25,000	-509.82	-169.51 .00	00:	-1,490.18 25,000.00	
PRIOR FUND BALANCE CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES REVISED FUND BALANCE	LANCE D BALANCE - N BALANCE	ET OF REVENUE	s/expenses	44,699.25 509.82 45,209.07			

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AVAILABLE PCT ENCUMBRANCES BUDGET USE/COL		.00 -200,000.00 .0%* .00 -300,000.00 .0%* .00 -158.67 96.0%* .00 504,842.00 .0%	.00 4,683.33 -456.2%	.00 4,683.33 -456.2%	.00 -500,158.67 .00 504,842.00	
MTD ACTUAL		.00 .00 -1,277.18 .00	-1,277.18	-1,277.18	-1,277.18	336,791.88
YTD ACTUAL		.00 .00 -3,841.33 .00	-3,841.33	-3,841.33	-3,841.33	ES/EXPENSES
REVISED BUDGET		-200,000 -300,000 -4,000 504,842	842	842	-504,000 504,842	NET OF REVENUES/EXPENSES
ORIGINAL APPROP		-200,000 -300,000 -4,000 504,842	842	842	-504,000 504,842	ANCE -
ACCOUNTS FOR: 1913 KCFP Grant Funded Proj Reserve	191311 KCFP Grant Funded Proj Reserve	191311 40370 Trn fr KCFPD PF #1 19 191311 40570 Trn from Endowment 19 191311 41350 Interest Income 191311 61360 Transf to KCFPD PF#1	TOTAL KCFP Grant Funded Proj Rese	TOTAL KCFP Grant Funded Proj Rese	TOTAL REVENUES TOTAL EXPENSES	PRIOR FUND BALANCE CHANGE IN FUND BALA REVISED FIND RAIAN

FY25 YTD REPORT

AVAILABLE PCT BUDGET USE/COL			1,100.00 15,772.12 50.8% .00 100.0%	-64,887.70 4819.1%	-64,887.70 4819.1%	-82,234.82 17,347.12	
MTD ACTUAL ENCUMBRANCES		000	2000	00.	00.	00.	
MTD ACTUAL		.00	2000	94	94	.00	66,894.76 -66,262.70 632.06
YTD ACTUAL		.00	16,271.88 50,000.00	66,262.70	66,262.70	-9.18 66,271.88	KPENSES
REVISED BUDGET		-81,544 -700 475	1,100 32,044 50,000	1,375	1,375	-82,244 83,619	NET OF REVENUES/EXPENSES
ORIGINAL APPROP		-81,544 -700 475	1,100 32,044 50,000	1,375	1,375	-82,244 83,619	ANCE BAL - NET O
ACCOUNTS FOR: 1915 FP Debt Service 2021	191511 FP Debt Service 2021	191511 41010 Current Property Tax 191511 41350 Interest Income 191511 66500 Miscellaneous Expense	191511 68640 Fiscal Agent Fee 191511 68790 Dbt srv 2021 Interest 191511 68800 Dbt srv 2021 Principa	TOTAL FP Debt Service 2021	TOTAL FP Debt Service 2021	TOTAL REVENUES TOTAL EXPENSES	PRIOR FUND BALANCE CHANGE IN FUND BAL - REVISED FUND BALANCE



Kendall County Forest Preserve District SHELTER LICENSE AGREEMENT REQUEST FORM

Instructions

- This form is to be completed in its entirety and can be faxed to 630-553-4023 or sent by e-mail to: kcforest@kendallcountyil.gov
- Shelter are required thirty (30) days in advance of requested event date.
- The License Request form will be entered into our reservation calendar and copy of the License Agreement form is scanned to your email for signature.
- Kendall County Forest Preserve District must be in receipt of the signed License Agreement form for the reservation to be considered secure.
- Full License fee is required two weeks prior to your event date.

Licensee Information (Licensee must be 21 or older to enter into a License Agreement)
NameKimberly Gotte, Kendall County EMA Search and Rescue
Street Address 1102 Cornell Ln
City Yorkville State IL Zip 60560 Kendall Resident? Yes 🖾 No 🗆
Phone # (two numbers are required) Cell: 630-946-4381 Other: 630-553-7500
E-mail:kgotte@kendallcountyil.gov
Requested Site
Harris Forest Preserve: Shelter 1* Shelter 2 Shelter 7 Capacity 100 Capacity 60 Capacity 60
Shelter 4* ** **Reservations at Shelter 4 will include use of Shelter 1**
*Fireplace available at Shelters 1 and 4
Richard Young*: 56 people *Fire pit available Jay Woods: 80 people Pickerill-Pigott: 80 people
Requested Date Event Date: April 12, 2025 Preserves are available at 9:00 am
Time Requested: 8am - 1pm Gates are closed at sunset; departure time required at least 30 minutes prior
Number of People:\$25.00 fee applied for 100+ people
Type of Group: please circle: Family, Organization, Church, School, Scout, etc. Non-family events require Certificate of Insurance
Name of Event (Scout troops: please indicate Pack or Troop Number & Council)
Multi Agency Search and Rescue Training
Firewood: Must be purchased from the Forest Preserve. (Collection from grounds or brought from outside is prohibited. Bundles contain approximately 30
pieces)
Number of bundles requested: Firewood: \$25.00 / bundle

Rental Contract / Permit

Printed:February 10, 2025

Contract #: 189 User: jgranhol
Date: 4 Feb 2025 Status: Pending

Kendall County Forest Preserve District, 110 W. Madison Street Yorkville, IL 60560 hereby grants Kendall County Emergency Management Agency (hereinafter called the "Licensee"), permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

A) Purpose of Use: Shelter 4-4/12/25-Search and Rescue Training

B) Conditions of Use:

For day of questions/concerns, please call 630.488.1716 (Shelters, Pickerill Estate House), 630.774.1683 (Meadowhawk Lodge, Campsites, Bunkhouses), 630-774-0692 (Ellis House)

For emergencies, contact the Grounds and Natural Resources Division Supervisor, Austin Luettich, 630.488.1716

KENDALL COUNTY FOREST PRESERVE DISTRICT FACILITY LICENSE TERMS AND CONDITIONS

This License is made on the day listed on the first page of the License Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and Permitee ("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

1. Nature of Agreement:

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the License Contract, subject to the terms and conditions set forth in this License.

2. Fee:

Shelters: The license fee for daily use shall be paid in full no less than thirty (30) days in advance by cash, credit card (3.5% processing fee) or check made payable to the Kendall County Forest Preserve District. If the Licensee cancels the event within less than sixty (60 days for shelters, the Forest Preserve will retain the total license fee.

The Forest Preserve allows a one-time rescheduling of any reservation with the paid license fee applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event. A \$25.00 reschedule fee will be applied.

3. Cancellation:

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded. If the License and/or event are cancelled by the Licensee, no refund shall be issued unless the cancellation is made in accordance with the timeline set forth in Paragraph 2 above.

4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for events that are for an incorporated or unincorporated business entity, not-for-profit organization, or government agency.

A Certificate of Insurance or Special Event Insurance Certificate listing the Forest Preserve as a Certificate Holder must be submitted to the Forest Preserve no less than ten (10) days prior to the event. Certificate Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560.

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the Forest Preserve at the address set forth herein.

Contract #: 189

Date: 4 Feb 2025

Status: Pending

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve. Umbrella/Excess Liability: Limits of liability equal to or greater than \$1,000,000 per occurrence and \$1,000,000 in aggregate.

The Forest Preserve shall raise the minimum liability requirement based on the nature, scope, and exposure associated with an event, on a case by case basis.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Forest Preserve, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the use of the facility, work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Licensee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Forest Preserve, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Forest Preserve, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it,

Waiver of Subrogation

Licensee hereby grants to Forest Preserve a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Forest Preserve by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Forest Preserve has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Forest Preserve.

Verification of Coverage

Licensee shall furnish the Forest Preserve with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Forest Preserve before work begins. All certificates and endorsements are to be received and approved by the Forest Preserve at least five days before Licensee commences activities. Verification of Coverage: Licensee shall furnish Forest Preserve with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Forest Preserve before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Forest Preserve's obligation to provide them. Forest Preserve reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances: Forest Preserve reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. Limited License:

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the License Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

6. Caterers:

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events

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Date: 4 Feb 2025 Status: Pending

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

7. Set-up/Clean-up:

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the License Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the Forest Preserve.

Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the License Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

8. "As is" Property:

The Licensee has inspected the Facility prior to signing this License and accepts the condition of the Facility "as is."

9. Hazardous Materials:

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

10. Pyrotechnics:

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

11. Horses:

Horses are permitted only on designated trails within Forest Preserve property.

12. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

13. Smoking Policy:

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

14. Food Service:

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

15. Fires:

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

16. Parking:

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Licensee may use the turf areas for additional event and trailer parking provided written approval is received from the Forest Preserve. Any/all damaged turf or ruts caused by Licensee's event shall be repaired either by the Licensee, or at the Licensee's expense. Parking on grass and turf areas is otherwise prohibited.

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17. Pets:

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

18. Hunting and Fishing:

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at www.dnr.illinois.gov. Swimming, boating, ice fishing and ice skating are not allowed.

19. Decorations:

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building. Confetti, pinatas, balloons, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

20. Inflatables and Tents:

Inflatables are prohibited. Tents and canopies are permitted only if using Shelter 1 at Harris Forest Preserve. Tents up to 20x40x15 may be allowed with advance notice only. Pop-up shade canopy structures, up to 12 feet by 12 feet in size, are permitted for use on the turf grass field area at the Harris Forest Preserve arena.

21. Duty of Care:

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

22. Damages:

Licensee is responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

23. Limitation on Liability:

The Forest Preserve's liability to Licensee shall be limited to a return of the amounts actually paid by Licensee. Licensee hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of Forest Preserve property.

24. Right of Entry:

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

25. Indemnification:

Licensee shall indemnify, hold harmless and defend with counsel of Forest Preserve's own choosing, Forest Preserve, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this License and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee or their guests in their performance under this License or while on Forest Preserve property. Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. No attorney may be assigned to represent the Releasees pursuant to this Section of the License unless the attorney has been approved in writing by the Kendall County State's Attorney, Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seg.) by reason of this indemnification provision. Indemnification shall survive the termination of this License.

26. Anti-Discrimination Compliance:

Licensee, their officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of

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the Federal Rehabilitation Act, and all applicable rules and regulations.

27. Conflict of Interest:

Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this Licensee, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this License has and will comply with 50 ILCS 105/3.

28. Assignment:

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

29. No Joint Venture:

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

30. Legal Compliance:

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

31. Venue:

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

32. Legal Remedies:

In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and by reason thereof, the Forest Preserve is required to use the services of an attorney, then the Forest Preserve shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Forest Preserve pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

33. Severability:

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

34. Waiver:

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

35. Notice:

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

Forest Preserve, send to: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

Licensee, per information provided on first page of the License Contract.

36. Entire Agreement:

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

37. Authority:

Each party represents and warrants that their representative, whose signature appears below, has the power

Contract #: 189								User:	jgranhol
Date: 4 Feb 2025								Status:	Pending
and authority to enter into this Lice	nse an	d to o	bligate the p	arty to the	terms of this Lic	ense.			
C) Date(s) and Time(s) of Use: #	of Eve	ents: 1	I Starting	ı: 04/12/202	25 8:00 AM	Expecte	ed Attenda	nce: 40	
-,,-			_	04/12/202					
			9						
D) Rental Details:									
Facility / Equipment		Day	Start Date	Start Time	End Date	End Time	Fee	Tax	Total
Kendall County Forest Preserve District - S (inc, Shelter 1)-Harris Forest Presrve	helter 4	Sat	12 Apr 2025	08:00 AM	12 Apr 2025	01:00 PM	N/A	N/A	N/A
E) Fee Summary:									
Rental Fees	Tax		Rental T	otal	Deposit Amount	Tota	al Applied		Balance
N/A	N/A			\$0	\$0.00		\$0		\$ 0.00
F) Explanation of Fees:									
G) Payment Terms:									
H) Notes:									
Kendall County Emergency Manag 1102 Cornell Yorkville, IL 60560 630-553-7500 630-946-4381	gement	Asso	ciation						
The undersigned has read and on Conditions contained herein and at Permit/License on behalf of the Lic signature.	ttached	here	to, and hereb	by warrants	and represents	that he/she	executes	this	
X:				X:			=		
Kendall County Emergency Man	nageme	ent Aç	gency	Name:					
1102 Cornell Ln				Title:					
Yorkville IL 60560					County Forest Pr				
t: 630-553-7500					e, IL 60560		,		
Date:				Date:	s				

Julia J. Granholm

From: Anderson, Tina <athenaa@illinois.edu>
Sent: Tuesday, February 18, 2025 3:00 PM

To: KCForest

Cc: Julia J. Granholm

Subject: [External]Kendall County 4-H Horse Show Shelter License Agreement Request Form

Attachments: Forest Preserve Shelter License Agreement Request form 7-19-25 ta.pdf

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Hopefully all is well! Attached you will find the request for the shelter license agreement for our 2025 Kendall County 4-H Horse Show that we would like to hold at Harris again this year. I would like to request that the District considers waiving the fee for our 4-H program again this year at the next Operations Committee Meeting. If you have any questions, please don't hesitate to contact me directly.

Thanks for all you do!

Tina

ATHENA (TINA) ANDERSON

KENDALL COUNTY 4-H PROGRAM COORDINATOR

Illinois Extension serving [DuPage, Kane, & Kendall Counties]
College of Agricultural, Consumer and Environmental Sciences
University of Illinois Urbana-Champaign
7775B IL Rt 47
Yorkville, IL, 60560
(630)553-5823 | athenaa@illinois.edu
extension.illinois.edu | aces.illinois.edu
Learn about Illinois Extension's Strategic Plan





Under the Illinois Freedom of Information Act any written communication to or from university employees regarding university business is a public record and may be subject to public disclosure.



Kendall County Forest Preserve District SHELTER LICENSE AGREEMENT REQUEST FORM

Instructions

- . This form is to be completed in its entirety and can be faxed to 630-553-4023 or sent by e-mail to: kcforest@kendallcountyil.gov
- Shelter are required thirty (30) days in advance of requested event date.
- The License Request form will be entered into our reservation calendar and copy of the License Agreement form is scanned to your e-mail for signature.
- Kendall County Forest Preserve District must be in receipt of the signed License Agreement form for the reservation to be considered secure.
- Full License fee is required two weeks prior to your event date.

Licensee Information (Licensee must be 21 or older to enter into a License Agreement)
Name Board of Trustees-U of I Extension-Kendall Co.
Street Address 7775 B ID Rt 47
City York/ille State FL Zip (20545 Kendall Resident? Yes & No
015700 7020 11 70 567 5022
allowers and illowers and
E-mail: athenacia ilinois. eau
Requested Site
Harris Forest Preserve: Shelter 1* Shelter 2 Shelter 7 Shelter 7 Capacity 60 Capacity 60 Capacity 60
Shelter 4* ** **Reservations at Shelter 4 will include use of Shelter 1**
*Fireplace available at Shelters 1 and 4 Request that Conput pop-ups on Site
Richard Young*: Sepende *Fire pit available On hill & by announcer's Stand
Jay Woods: 80 people
Pickerill-Pigott: Bopeople Food Surved - NOT for Sules.
Requested Date 19 2028 Whily 20 for mindato
Event Date: Preserves alle available at 9:00 am
Time Requested: Gates are closed at sunset; departure time required at least 30 minutes prior
Number of People: 25 35 \$25.00 fee applied for 100+ people
Type of Group: please circle: Family, Organization, Church, School, Scout, etc. Non-family events require Certificate of Insurance
Name of Event (Scout troops: please Indicate Pack or Troop Number & Council)
Kendale County 4-H English, Western, & Garring Shows
Firewood: Must be purchased from the Forest Preserve. (Collection from grounds or brought from outside is prohibited. Bundles contain approximately 30
pieces)
Number of bundles requested:Firewood: \$25.00 / bundle
lequesting that district considers univing fees for pur 4-4
it next aperations committee Meeting. Rev: Sept 2023

Rental Contract / Permit

Printed:February 19, 2025

Contract #: 204 User: jgranhol
Date: 19 Feb 2025 Status: Pending

Kendall County Forest Preserve District, 110 W. Madison Street Yorkville, IL 60560 hereby grants Board of Trustees-Univ. of IL Extension (Kendall) (hereinafter called the "Licensee"), permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

- A) Purpose of Use: Harris Horse Arena & Shelter 7
- B) Conditions of Use:

C) Date(s) and Time(s) of Use: # of Events: 1 Starting: 07/19/2025 8:00 AM Expected Attendance: 35

Ending: 07/19/2025 5:00 PM

D) Rental Details:

Facility / Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	Tax	Total
Kendall County Forest Preserve District - Harris Horse Arena	Sat	19 Jul 2025	08:00 AM	19 Jul 2025	05:00 PM	\$100,00	\$0.00	\$100.00

E) Fee Summary:

Rental Fees	Tax	Rental Total	Deposit Amount	Total Applied	Balance
\$100.00	\$0.00	\$100.00	\$0.00	\$0	\$ 0.00

F) Explanation of Fees:

Product	Quantity	Fee	Tax	Total Cost
Horse Arena & Shelter 7 Bundle	1	\$100.00	\$0.00	\$100.00

G) Payment Terms:

H) Notes:

Board of Trustees-Univ. of IL Extension (Kendall) c/o Tina Anderson 7775 B IL Route 71 Yorkville, IL 60560 815-790-7528 630-553-5823 athenaa@illinois.edu

Request use of canopy/pop-ups on hill and over announcers stand Food will be served, but not for sale

I) Terms and Conditions:

KENDALL COUNTY FOREST PRESERVE DISTRICT FACILITY LICENSE TERMS AND CONDITIONS

This License is made on the day listed on the first page of the License Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street,

Contract #: 204 User: jgranhol
Date: 19 Feb 2025 Status: Pending

Yorkville, Illinois, 60560, ("Forest Preserve"), and The Board of Trustees of the University of Illinois, Permittee ("Licensee"),

collectively referred to as the "Parties." In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

1. Nature of Agreement:

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the License Contract, subject to the terms and conditions set forth in this License.

2. Fee:

Horse Arena and Shelters: The license fee for the horse arena and shelters shall be paid in full 30 days in advance by cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District.

The Forest Preserve allows a one-time rescheduling of any reservation with the paid license fee applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event.

3. Cancellation:

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded.

4. Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for certain types of events listed below.

A Certificate of Insurance listing the Forest Preserve as a Certificate Holder will be submitted to the Forest Preserve no less than ten (10) days prior to the event. Certificate Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior public written notice.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Forest Preserve, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the use of the facility, work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used or its equivalent).

Primary Coverage

For any claims related to this contract, the Licensee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 (or its equivalent) as respects the Forest Preserve, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Forest Preserve, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

Waiver of Subrogation

Licensee hereby grants to Forest Preserve a waiver of subrogation which any insurer of said Licensee may acquire against the Forest Preserve by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Forest Preserve has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Contract #: 204 User: jgranhol

Date: 19 Feb 2025 Status: Pending

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Forest Preserve.

Verification of Coverage

Licensee shall furnish the Forest Preserve with original Certificates of Insurance to Forest Preserve before work begins. All certificates are to be received and approved by the Forest Preserve at least five days before Licensee commences activities. Verification of Coverage: Licensee shall furnish Forest Preserve with original Certificates of Insurance to Forest Preserve before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Forest Preserve's obligation to provide them.

Special Risks or Circumstances: Forest Preserve reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

In addition to the foregoing, a Certificate of Insurance evidencing coverage, or a "Special Event Insurance Policy" is required for the following types of events:

- 1. Events with Greater than 100 participants or attendees.
- 2. Events where erection of large tents (10'x12' or more) has been authorized in writing by the Forest Preserve.
- 3. Sporting or athletic events, competitions, and/or fundraisers. For any such events that include horses, Licensee shall provide evidence that liability coverage includes horse events, such as: horse shows, sport horse competitions, clinics and other horse-related events. Limit of liability \$1,000,000.
 - 4. All events sponsored by a for-profit businesses.
 - 5. Limited License:

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the License Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

6. Caterers:

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

7. Set-up/Clean-up:

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the License Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the Forest Preserve. Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the License Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

8. "As is" Property:

Licensee has inspected the Facility prior to signing the License and accepts the condition of the Facility "as is." The Parties specifically agree that Licensee shall remain wholly responsible for any latent conditions upon the Facility, equipment or property that is subject to the terms of the License. Further, the Parties specifically agree that Licensee shall indemnify, defend and hold harmless the Forest Preserve from any claim, loss or damage that may result to Licensee, Licensee's employees or volunteers, or a third party from Licensee's use of the facility, equipment or tack under the terms of the License or otherwise.

9. Warning Signs:

At all times in which the Licensee is in control of the Facility, Licensee shall post and maintain signs that contain the warning notice specified in subsection (b) of Section 25 of the Equine Activity Liability Act. 745 ILCS 47/20(b). Such signs shall be placed in a clearly visible location on or near stables, corrals, or arenas where Licensee conducts equine activities. The warning notice specified herein shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. Further, every written contract entered into by Licensee involving the use of the Facility or any equipment or tack included therein or otherwise

Contract #: 204 User: jgranhol
Date: 19 Feb 2025 Status: Pending

contemplated by the License, or any other agreement between the Parties, shall contain in clearly readable print the warning notice provided herein this Paragraph 9. The signs and contracts described in this paragraph 9 shall contain the following warning notice:

"WARNING

Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities."

10. Licensee Efforts to Determine Participant Abilities:

The definitions set forth in Section 10 of the Equine Activity Liability Act (745 ILCS 47/10) are hereby incorporated into these License Terms and Conditions as set forth in full herein.

Licensee shall make reasonable and prudent efforts to determine the ability of any participant to engage safely in any equine activities conducted by Licensee and Licensee shall determine the ability of any participant to manage safely the particular equine based on the participant's representations of his or her ability. Licensee shall obtain written representations concerning each participant's ability to manage safely a particular equine and waivers of liability based upon such representations from any person who participates in equine activities conducted by Licensee. Licensee shall indemnify, defend and hold harmless Forest Preserve from any and all claims and damages arising out of a participant's inability to manage safely equines or any damage otherwise sustained by a participant. Licensee shall require all participants to indemnify, defend and hold harmless the Forest Preserve from any and all claims and damages arising out of a participant's inability to manage safely equines or any damage otherwise sustained by a participant in the waivers set forth in this paragraph.

11. Hazardous Materials:

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

12. Pyrotechnics:

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

13. Horses:

Licensee is permitted to allow in the Horse Arena at Harris Forest Preserve the number of horses set forth on the Facility License Contract. Horses are otherwise permitted only on designated trails within Forest Preserve property in compliance with the Kendall County Forest Preserve District General Use Ordinance, or as otherwise provided in a special use permit issued to Licensee by the Forest Preserve.

14. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

15. Smoking Policy:

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

16. Food Service:

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

17. Additional Storage:

Contract #: 204 User: jgranhol

Date: 19 Feb 2025 Status: Pending

Licensee may store additional materials in the concession stand and/or metal storage unit located on site at Harris Forest Preserve if authorized by the Forest Preserve in the License Contract or other writing signed by the Parties.

18. Fires:

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

19. Parking:

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Licensee may use the turf areas for additional event and trailer parking provided written approval is received from the Forest Preserve. Any/all damaged turf or ruts caused by Licensee's event shall be repaired either by the Licensee, or at the Licensee's expense. Parking on grass and turf areas is otherwise prohibited.

20. Pets:

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

21. Hunting and Fishing:

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at www.dnr.illinois.gov. Swimming, boating, ice fishing and ice skating are not allowed.

22. Decorations:

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building except as may be required to post signs in accordance with Paragraph 9 above. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

23. Inflatables and Tents:

Inflatables are prohibited. Tents and canopies are permitted only if using Shelter 1 at Harris Forest Preserve. Tents up to 20x40x15 may be allowed with advance notice only. Pop-up shade canopy structures, up to 12 feet by 12 feet in size, are permitted for use on the turf grass field area at the Harris Forest Preserve arena.

24. Duty of Care:

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

25. Damages:

Licensee may be responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

26. Right of Entry:

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

27. Anti-Discrimination Compliance:

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

28. Conflict of Interest:

Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this License has and will comply with 50 ILCS 105/3.

29. Assignment:

Neither Party may assign this Agreement without the written permission of the other Party.

Contract #: 204 User: jgranhol
Date: 19 Feb 2025 Status: Pending

30. No Joint Venture:

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

31. Legal Compliance:

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

- 32. Venue: This License shall be interpreted and enforced under the laws of the State of Illinois.
- 33. Legal Remedies: In any action with respect to this License, the parties may pursue any legal remedies at law or in equity.

34. Severability:

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

35. Waiver:

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

36 Notice

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

Forest Preserve, send to: Kendall County Forest Preserve District

110 W. Madison Street Yorkville, Illinois 60560

Licensee, per information provided on first page of the License Contract. All Legal notices to the Licensee must be sent to:

The Board of Trustees of the University of Illinois Attn. Secretary of the Board

352 Henry Administration Building

506 South Wright Street

Urbana, IL 61801

37. Entire Agreement:

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

38. Authority:

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

Licensee:		
By:	Date:	

The undersigned has read and on behalf of the Licensee agrees to be bound by this Permit/License and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

Printed:February 19, 2025

Contract #: 204	User: jgranhol
Date: 19 Feb 2025	Status: Pending
X:	X:
Board of Trustees-Univ. of IL Extension (Kendall)	Name:
7775 B IL-47	Title:
Yorkville IL 60560 t: 630-553-5823	Kendall County Forest Preserve District, 110 W. Madison Street Yorkville, IL 60560
Date:	Date:



Kendall County Forest Preserve District SHELTER LICENSE AGREEMENT REQUEST FORM

Instructions

- This form is to be completed in its entirety and can be faxed to 630-553-4023 or sent by e-mail to: kcforest@kendallcountyil.gov
- Shelter are required thirty (30) days in advance of requested event date.
- The License Request form will be entered into our reservation calendar and copy of the License Agreement form is scanned to your e-mail for signature.
- Kendall County Forest Preserve District must be in receipt of the signed License Agreement form for the reservation to be considered secure.
- Full License fee is required two weeks prior to your event date.

Licensee Information (Licensee must be 21 or older to enter into a License Agreement)
Name BOUND OF THISTERS U OF I EXTENSION - KONDOUNCO
Street Address 77768 ILR647
City WorkVille State IL Zip (0500) Kendall Resident? Yes DONO [
Phone # (two numbers are required) Cell: 815790-7528 Other: 1030 553 5823
E-mail: Othenaa Willipois edu
Requested Site
Harris Forest Preserve: Shelter 1* Shelter 2 Shelter 7 Shelter 7 Avena Co Harris Capacity 60
Shelter 4* ** ** ** ** ** ** ** ** ** ** ** **
*Fireplace available at Shelters 1 and 4 Request that Congrupo up S on
Richard Young*: S6 people *Fire pit available STER ON hell & CHE MOUNCULS
Jay Woods: Pickerill-Pigott: So people Stand
Requested Date
Event Date: Preserves are available at 9:00 am
Time Requested: 4 Gates are closed at sunset; departure time required at least 30 minutes prior
Number of People: 2535 \$25.00 fee applied for 100+ people
Type of Group: please circle: Family, Organization, Church, School, Scout, etc. Nor Jamily events require Certificate of Insurance
Name of Event (Scout troops: please indicate Pack or Troop Number & Council)
Kendaul Courty 4-4 Horse Clinic
Firewood: Must be purchased from the Forest Preserve. (Collection from grounds or brought from outside is prohibited. Bundles contain approximately 30
pieces)
Number of bundles requested: Firewood: \$25.00 / bundle
equesting that District considers wouring tees for our of the program
equesting that District considers waiving fles for our 4-H program next Operations Committee Meeting. Rev: Sept 2023

Rental Contract / Permit

Printed:February 19, 2025

Contract #: 206

Date: 19 Feb 2025

User: jgranhol

Status: Pending

Kendall County Forest Preserve District, 110 W. Madison Street Yorkville, IL 60560 hereby grants Board of Trustees-Univ. of IL Extension (Kendall) (hereinafter called the "Licensee"), permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

- A) Purpose of Use: Harris Horse Arena & Shelter 7
- B) Conditions of Use:

C) Date(s) and Time(s) of Use: # of Events: 1

Starting: 06/21/2025 9:00 AM

Expected Attendance: 35

Ending: 06/21/2025 2:00 PM

D) Rental Details:

Facility / Equipment Start Date **Start Time End Date End Time** Tax **Total** 02:00 PM \$100,00 \$100.00 Kendall County Forest Preserve District - Harris 21 Jun 2025 09:00 AM 21 Jun 2025 \$0,00 Horse Arena

E) Fee Summary:

Rental Fees	Tax	Rental Total	Deposit Amount	Total Applied	Balance
\$100.00	\$0.00	\$100.00	\$0.00	\$0	\$ 0.00

F) Explanation of Fees:

Product	Quantity	Fee	Tax	Total Cost
Horse Arena & Shelter 7 Bundle	1	\$100.00	\$0.00	\$100.00

G) Payment Terms:

H) Notes:

Board of Trustees-Univ. of IL Extension-Kendall County c/o Tina Anderson 7775 B IL Rt 47 Yorkville, IL 60560 815-790-75285 630-553-5823 athenaa@illinois.edu

Request canopy/pop-ups on site on hill and over announcer stand

I) Terms and Conditions:

KENDALL COUNTY FOREST PRESERVE DISTRICT FACILITY LICENSE TERMS AND CONDITIONS

This License is made on the day listed on the first page of the License Contract ("Date of Execution"), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, ("Forest Preserve"), and The Board of Trustees of the University of Illinois, Permittee

Contract #: 206 User: jgranhol
Date: 19 Feb 2025 Status: Pending

("Licensee"), collectively referred to as the "Parties."

In consideration of the grants, covenants, and conditions of this License, IT IS HEREBY AGREED AS FOLLOWS:

1. Nature of Agreement:

The Forest Preserve agrees to grant a license to Licensee for the Licensee to utilize the facility on the date and times specified on Page 1 of the License Contract, subject to the terms and conditions set forth in this License.

2. Fee:

Horse Arena and Shelters: The license fee for the horse arena and shelters shall be paid in full 30 days in advance by cash, credit card (2.5% processing fee) or check made payable to the Kendall County Forest Preserve District.

The Forest Preserve allows a one-time rescheduling of any reservation with the paid license fee applied to the rescheduled event. All rescheduled events must occur within one calendar year of the date of the original event.

3. Cancellation:

It is understood by the Licensee that this License and/or the event may be cancelled at any time, for any reason, by the Forest Preserve, to the extent permitted by law, without any liability to the Licensee. In the event the License and/or the event are cancelled by the Forest Preserve for any reason, all fees paid by the Licensee shall be refunded.

Evidence of Insurance:

Licensee is responsible for producing a Certificate of Insurance and/or purchasing Special Event Insurance for certain types of events listed below.

A Certificate of Insurance listing the Forest Preserve as a Certificate Holder will be submitted to the Forest Preserve no less than ten (10) days prior to the event. Certificate Holder information will include the following: Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560

All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior public written notice.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the Forest Preserve requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Forest Preserve. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Forest Preserve, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the use of the facility, work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used or its equivalent).

Primary Coverage

For any claims related to this contract, the Licensee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 (or its equivalent) as respects the Forest Preserve, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Forest Preserve, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

Waiver of Subrogation

Licensee hereby grants to Forest Preserve a waiver of subrogation which any insurer of said Licensee may acquire against the Forest Preserve by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Forest Preserve has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's

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rating of no less than A:VII, unless otherwise acceptable to the Forest Preserve.

Verification of Coverage

Licensee shall furnish the Forest Preserve with original Certificates of Insurance to Forest Preserve before work begins. All certificates are to be received and approved by the Forest Preserve at least five days before Licensee commences activities. Verification of Coverage: Licensee shall furnish Forest Preserve with original Certificates of Insurance to Forest Preserve before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Forest Preserve's obligation to provide them.

Special Risks or Circumstances: Forest Preserve reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

In addition to the foregoing, a Certificate of Insurance evidencing coverage, or a "Special Event Insurance Policy" is required for the following types of events:

- 1. Events with Greater than 100 participants or attendees.
- 2. Events where erection of large tents (10'x12' or more) has been authorized in writing by the Forest Preserve.
- 3. Sporting or athletic events, competitions, and/or fundraisers. For any such events that include horses, Licensee shall provide evidence that liability coverage includes horse events, such as: horse shows, sport horse competitions, clinics and other horse-related events. Limit of liability \$1,000,000.
 - 4. All events sponsored by a for-profit businesses.
 - 5. Limited License:

This License grants only a contractual license to use the Facility for the sole purpose of the event described on Page 1 of the License Contract, under the terms and conditions stated herein, and for no other purpose. Further, the rights granted by the Forest Preserve herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this License shall be construed to convey to Licensee any legal or equitable interest in any Forest Preserve property. It is understood that other areas of the premises and adjacent properties may be licensed to other persons or used by the general public during any of the periods covered by this License. However, the Forest Preserve will not authorize or permit any other licensee to engage in activities that would interfere with Licensee's enjoyment of the right granted under this License.

6. Caterers:

Companies on the Forest Preserve's list of approved Caterers have received an annual permit to cater events at Kendall County Forest Preserve District Facilities. Catering businesses not enrolled in the Forest Preserve's Preferred Catering Program may be used if they apply for, and meet the requirements of the Forest Preserve's Preferred Caterer's Program. The Forest Preserve reserves the right to approve or deny any catering business not listed in this License in accordance with the Preferred Catering Program requirements.

7. Set-up/Clean-up:

The Licensee is responsible for the set-up, take down, and clean-up of the areas which they use during their Event Date(s), unless otherwise paid for as indicated in Page 1 of the License Contract. After the event, Licensee must leave area clean by placing all garbage in the trash and recyclable receptacles and returning tables/chairs to their original positions. Tables inside enclosed buildings may not be moved outside unless specific permission is granted by the Forest Preserve. Set up, take down and clean up time is included in the requested contract time period noted on Page 1 of the License Contract. Should the Licensee require more time to complete cleanup activities following the event, any additional time required will be deducted from the security deposit in thirty (30) and sixty (60) minute increments in accordance with the hourly use schedule for that facility.

8. "As is" Property:

Licensee has inspected the Facility prior to signing the License and accepts the condition of the Facility "as is." The Parties specifically agree that Licensee shall remain wholly responsible for any latent conditions upon the Facility, equipment or property that is subject to the terms of the License. Further, the Parties specifically agree that Licensee shall indemnify, defend and hold harmless the Forest Preserve from any claim, loss or damage that may result to Licensee, Licensee's employees or volunteers, or a third party from Licensee's use of the facility, equipment or tack under the terms of the License or otherwise.

9. Warning Signs:

At all times in which the Licensee is in control of the Facility, Licensee shall post and maintain signs that contain the warning notice specified in subsection (b) of Section 25 of the Equine Activity Liability Act. 745 ILCS 47/20(b). Such signs shall be placed in a clearly visible location on or near stables, corrals, or arenas where Licensee conducts equine activities. The warning notice specified herein shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. Further, every written contract entered into by Licensee involving the use of the Facility or any equipment or tack included therein or otherwise contemplated by the License, or any other agreement between the Parties, shall contain in clearly readable

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Date: 19 Feb 2025 Status: Pending

print the warning notice provided herein this Paragraph 9. The signs and contracts described in this paragraph 9 shall contain the following warning notice:

"WARNING

Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities."

10. Licensee Efforts to Determine Participant Abilities:

The definitions set forth in Section 10 of the Equine Activity Liability Act (745 ILCS 47/10) are hereby incorporated into these License Terms and Conditions as set forth in full herein.

Licensee shall make reasonable and prudent efforts to determine the ability of any participant to engage safely in any equine activities conducted by Licensee and Licensee shall determine the ability of any participant to manage safely the particular equine based on the participant's representations of his or her ability. Licensee shall obtain written representations concerning each participant's ability to manage safely a particular equine and waivers of liability based upon such representations from any person who participates in equine activities conducted by Licensee. Licensee shall indemnify, defend and hold harmless Forest Preserve from any and all claims and damages arising out of a participant's inability to manage safely equines or any damage otherwise sustained by a participant. Licensee shall require all participants to indemnify, defend and hold harmless the Forest Preserve from any and all claims and damages arising out of a participant's inability to manage safely equines or any damage otherwise sustained by a participant in the waivers set forth in this paragraph.

11. Hazardous Materials:

Licensee shall not bring any hazardous, radioactive, toxic, or carcinogenic material, substance, pollutant, or contaminant onto any Forest Preserve property.

12. Pyrotechnics:

Set off, or attempt to set off or ignite any firecrackers, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics is strictly prohibited as written in the Forest Preserve's General Use Ordinance.

13. Horses:

Licensee is permitted to allow in the Horse Arena at Harris Forest Preserve the number of horses set forth on the Facility License Contract. Horses are otherwise permitted only on designated trails within Forest Preserve property in compliance with the Kendall County Forest Preserve District General Use Ordinance, or as otherwise provided in a special use permit issued to Licensee by the Forest Preserve.

14. Alcohol Policy:

Alcoholic beverages are prohibited on Forest Preserve property with the exception of Ellis House and Meadowhawk Lodge and only in accordance with the Forest Preserve's General Use Regulation Ordinance. Alcoholic beverages may be served at Ellis House and Meadowhawk Lodge only by (a) a caterer enrolled in the Forest Preserve's Preferred Caterer's Program and which possesses a current Class I license in accordance with the Kendall County Liquor Control Ordinance; (b) a not-for-profit corporation or organization that possesses a current Class G or Class J license in accordance with the Kendall County Liquor Control Ordinance; (c) a bartending service business, pre-approved by the Forest Preserve, serving, but not selling, alcoholic beverages and employing BASSET (Beverage and Alcohol Sellers and Servers Education Training) certified alcohol servers in accordance with 235 ILCS 5/6-27.1; or (d) a charitable organization hosting an event wherein alcohol is served, but not sold, by volunteers of the organization. Alcoholic beverages may be consumed only within 250 feet of Ellis House and Meadowhawk Lodge.

15. Smoking Policy:

Smoking inside Forest Preserve buildings is strictly prohibited. Smoking on the grounds is permitted in designated areas only.

16. Food Service:

Food service must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.

17. Additional Storage:

Licensee may store additional materials in the concession stand and/or metal storage unit located on site at

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Date: 19 Feb 2025 Status: Pending

Harris Forest Preserve if authorized by the Forest Preserve in the License Contract or other writing signed by the Parties.

18. Fires:

Fires are allowed only in designated fireplaces and fire rings. It is prohibited to bring in or collect firewood from Forest Preserve property. Firewood must be purchased from the Forest Preserve.

19. Parking:

Motor vehicles and bicycles are restricted to roadways and designated parking areas only. Licensee may use the turf areas for additional event and trailer parking provided written approval is received from the Forest Preserve. Any/all damaged turf or ruts caused by Licensee's event shall be repaired either by the Licensee, or at the Licensee's expense. Parking on grass and turf areas is otherwise prohibited.

20. Pets:

Dogs are welcome, but must be held on a leash no longer than 10 feet at all times for their safety, that of other visitors, and wildlife. Pets are not allowed in any buildings, except for service animals. Please clean-up after your animal.

21. Hunting and Fishing:

Hunting, collecting or damaging plants, animals or fungus is prohibited. Fishing is permitted on Forest Preserve property in accordance with Illinois Department of Natural Resources regulations. Limits are posted. Worms and wax worms are the only live bait allowed. Collecting bait from the preserves is prohibited. Contact Silver Springs State Park at (630) 553-6297 for information on State fishing regulations or visit the IDNR website at www.dnr.illinois.gov. Swimming, boating, ice fishing and ice skating are not allowed.

22. Decorations:

Nails, tacks, staples and tape are not allowed to secure items to any part of a Forest Preserve building except as may be required to post signs in accordance with Paragraph 9 above. Confetti, rice, and open flamed candles are also prohibited inside Forest Preserve buildings.

23. Inflatables and Tents:

Inflatables are prohibited. Tents and canopies are permitted only if using Shelter 1 at Harris Forest Preserve. Tents up to 20x40x15 may be allowed with advance notice only. Pop-up shade canopy structures, up to 12 feet by 12 feet in size, are permitted for use on the turf grass field area at the Harris Forest Preserve arena.

24. Duty of Care:

The Licensee agrees to take care of the Facility and not to damage, alter, or change the Facility.

25. Damages:

Licensee may be responsible for the conduct of their guests. Damage to, or theft of Forest Preserve property caused by the Licensee's group shall be Licensee's responsibility and may be billed to, or deducted from the security deposit of the Licensee. The Forest Preserve will not assume any responsibility for the damage or loss of merchandise, personal articles, or any property of any nature left at the location prior to, during, or following the Event.

26. Right of Entry:

The Forest Preserve reserves the right to enter the Facility for any and all lawful purposes arising from the ownership of the Facility.

27. Anti-Discrimination Compliance:

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

28. Conflict of Interest:

Both parties affirm no Kendall County Forest Preserve officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this License has and will comply with 50 ILCS 105/3.

29. Assignment:

Neither Party may assign this Agreement without the written permission of the other Party.

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Date: 19 Feb 2025 Status: Pending

30. No Joint Venture:

It is understood and agreed that Licensee is not an employee of, partner of, agent of, or in a joint venture with the Forest Preserve for any purpose.

31. Legal Compliance:

Licensee and their guests shall not engage in any unlawful activity while on Forest Preserve property. All activity conducted by Licensee and their guests on Forest Preserve property shall comply with all applicable laws, statutes, rules, regulations, and ordinances.

- 32. Venue: This License shall be interpreted and enforced under the laws of the State of Illinois.
- 33. Legal Remedies: In any action with respect to this License, the parties may pursue any legal remedies at law or in equity.

34. Severability:

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

35. Waiver:

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

36. Notice:

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

Forest Preserve, send to: Kendall County Forest Preserve District

110 W. Madison Street Yorkville, Illinois 60560

Licensee, per information provided on first page of the License Contract, All Legal notices to the Licensee must be sent to:

The Board of Trustees of the University of Illinois Attn. Secretary of the Board

352 Henry Administration Building

506 South Wright Street

Urbana, IL 61801

37. Entire Agreement:

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

38. Authority:

Each party represents and warrants that the	ir representative, whose signature appears below, has the power and authority to
enter into this License and to obligate the pa	arty to the terms of this License.
Licensee:	
Ву:	_ Date:

The undersigned has read and on behalf of the Licensee agrees to be bound by this Permit/License and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

Printed:February 19, 2025

Contract #: 206	User: jgranno
Date: 19 Feb 2025	Status: Pending
X:	X:
Board of Trustees-Univ. of IL Extension (Kendall)	Name:
7775 B IL-47	Title:
Yorkville IL 60560 t: 630-553-5823	Kendall County Forest Preserve District, 110 W. Madison Street Yorkville, IL 60560
Date:	Date:



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

2520 WEST ILES AVENUE, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 (217) 782-3397

JAMES JENNINGS, ACTING DIRECTOR

847-294-4000 847-294-4018 (Fax)

February 13, 2025

Hoover Outdoor Education Center 110 W Madison Street Yorkville, IL, 60560

RE:

NPDES Number: ILG551014

BOW ID Number: W0938030005

Dear Mr. Guritz:

On January 9th, 2025, an inspection of the Hoover Outdoor Education Center STP was conducted by Rafael Sanchez representing the Illinois Environmental Protection Agency. The purpose of the visit was to review facility operations with regard to applicable state and federal water pollution control laws and regulations.

A copy of the inspection report is enclosed for your information.

Please contact Rafael Sanchez at 847-294-4760 if you have any questions regarding this inspection.

Sincerely,

DIVISION OF WATER POLUTION CONTROL

Todd A. Bennett

Field Operations Section Manager

Bureau of Water - Division of Water Pollution Control

bc:

Record Unit

Regional File

2125 S. First Street, Champaign, IL 61820 (217) 278-5800 115 S. LaSalle Street, Suite 2203, Chicago, IL 60603 1101 Eastport Plaza Dr., Suite 100, Collinsville, IL 62234 (618) 346-5120 9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000 595 S. State Street, Elgin, IL 60123 (847) 608-3131 2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200 412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022 4302 N. Main Street, Rockford, IL 61103 (815) 987-7760



United States Environmental Protection Agency

IEPA DIVISION OF RECORDS

Facility Name: Hoover Outdoor Education Center

Water Compliance Inspection Report BOW ID: W0938030005 Records Category: 01 Field Operations/Inspections Section A: National System Coding (i.e., PCS) Transaction Code **NPDES** yr/mo/day 1 N Inspection Type 2 5 3 I L G 5 5 I 0 1 4 11 Inspector Fac Type 12 2 5 0 1 0 9 17 18 C 19 S 20 2 Remarks Inspection Work Days Facility Self-Monitoring Evaluation Rating BI 67 5 69 70 3 71 N 72 N Section B: Facility Data Name and Location of Facility Inspected (For industrial users discharging to POTW, also include POTW name and NPDES permit number) Entry Time/Date Permit Effective Date Hoover Outdoor Recreation Center 10:30a 1/9/2025 8/24/2023 11285A Fox Road Exit Time/Date Permit Expiration Date Yorkville, IL, 60560 12:00p 1/9/2025 5/31/2027 Other Facility Data Name(s) of On-Site Representative(s)/Title(s)/Phone and Fax Number(s) David Guritz / Executive Advisor / (630) 553-4131 Austin Luettich / Grounds and NRD Supervisor/ (630) 488-1716 Name, Address of Responsible Official/Title/Phone and Fax Number **David Guritz Executive Advisor** (630) 553-4131 Contacted ✓ Yes No Section C: Areas Evaluated During Inspections (Check only those areas evaluated) ✓ Permit ✔ Flow Measurement ✓ Operations & Maintenance Records/Reports CSO/SSO (Sewer Overflow) Self-Monitoring Program Sludge Handling/Disposal Facility Site Review Pollution Prevention Compliance Schedules Pretreatment ✓ Effluent/Receiving Waters Multimedia Laboratory Storm Water Other: Section D: Summary of Findings/Comments (Attach additional sheets if necessary) See attached report SEV Description Failure to Monitor for Non-Toxicity Requirements Name(s) and Signature(s) of Inspector(s) Agency/Office/Phone and Fax Numbers Date IEPA/BOW/DWPC/FOS 1/14/2025 Rafael Sanchez Phone: 847-294-4760 Signature of Management Q A Reviewer Agency/Office/Phone and Fax Numbers Date IEPA / BOW / DWPC / FOS 2025-02-13



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

2520 WEST ILES AVENUE, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 · (217) 782-3397

JAMES JENNINGS, ACTING DIRECTOR

INSPECTION NOTES

Facility Name:

Hoover Outdoor Education Center

NPDES Permit No.:

ILG551014

Inspection Type:

Compliance Evaluation

Date of Inspection:

January 9th, 2025

Inspected By:

Rafael Sanchez, EPE-BOW Jeff Lienemann, EPE-BOW Mohammed Saleem, EPE-BOW

Interviewed:

David Guritz, Executive Advisor Austin Luettich, Grounds Supervisor Dave Johnson, Wastewater Operator

GENERAL INFORMATION

Responsible Officials:

David Guritz, Executive Advisor

Plant Personnel and Certification Status:

Dave Johnson, Wastewater Operator
Joseph Severson, Wastewater Operator

Class 1

Class 3

Plant Location:

The facility is located at 11285A Fox Road, Yorkville, IL, 60560. (41.63296, -88.46847)

The mailing address for the facility is 110 W Madison Street, Yorkville, IL, 60560.

2125 S. First Street, Champaign, IL 61820 (217) 278-5800 115 S. LaSalle Street, Suite 2203, Chicago, IL 60603 1101 Eastport Plaza Dr., Suite 100, Collinsville, IL 62234 (618) 346-5120 9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000 595 S. State Street, Elgin, IL 60123 (847) 608-3131 2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200 412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022 4302 N. Main Street, Rockford, IL 61103 (815) 987-7760

Receiving Waters:

The facility discharges to an unnamed tributary of the Fox river. Which is tributary to the Illinois River, tributary to the Mississippi River.

NPDES Permit Requirements:

The facility is covered under a general permit for non-publicly owned domestic lagoon systems with a single pipe discharge, without combined sewer overflows and whose domestic waste load is 2500 population equivalent or less. NPDES Permit No. ILG551014 was issued on August 24th, 2023, and will expire on May 31st, 2027. The permit authorizes outfall 001 which is the fully treated discharge, below are the included requirements:

Load Limits lbs/day DAF(DMF)

Parameter	Monthly Average	Weekly Average
CBOD ₅	16 (61)	26 (97)
Suspended Solids	24 (90)	29 (109)
рН	6.0 < pH <	9.0
Ammonia Nitrogen	Monitor C	Only
Fecal Coliform	Monitor C	Only

Plant Description:

The plant began operations in the 1990's. The most recent modification occurred during the period from 2017 to 2024, during which the sewer system was jetted, televised, and lined.

The current treatment facility consists of a lift station, a 2-cell aerated lagoon, a rock filter, and an aerator pump house. The 2-cell lagoon is composed of a primary treatment pond with outflow into a secondary treatment pond, and a final outflow/overflow pipe from the secondary treatment pond into the unnamed tributary of the Fox river.

Plant Capacity:

The plant was designed to treat 0.00784 MGD (DAF) and 0.2907 MGD (DMF).

Plant Loading:

The facility serves a peak of approximately of 150 people through 10 connections.

SEWAGE COLLECTION SYSTEM

Area Served:

The service area for this facility is the Hoover Forest Preserve, serving a total of 406 acres.

Type of System:

This system consists entirely of separate sanitary sewers.

Lift Stations:

This facility operates 1 lift station. It is inspected weekly, and it has a chime and light alarm system. Two pumps are available for use however only one pump is typically operated at a time due to low influent flow. There is no backup power for the list station.

O&M log was available for the for the pumps.

Lagoon System:

The treatment plant consists of a two-cell lagoon system. Both cells are aerated by respective aerator pumps housed in a small structure on site.

System Problems:

The permittee indicated that they have had no SSO's in the past year.

Industrial users:

There are no industrial users tributary to the STP.

NPDES PERMIT COMPLIANCE

Permit:

The NPDES Permit is active and will expire May 31st, 2027.

Records and Reports:

The facility has not conducted sampling or analysis since 2017, during this period no influent and effluent discharge has been reported.

Flow Measurement:

The effluent flow is measured using an ultrasonic open channel flow monitor. The meter is inspected annually and last calibrated October 2024.

Laboratory:

The Newark Sanitary District analyzes all the NPDES parameters. It should be noted that the NPDES Permit requires the influent to be taken as a composite sample and the effluent be taken as a grab sample.

Effluent and Receiving Waters:

During the reporting period of January 2024 – December 2024 there were no effluent violations per the no discharge reported.

Self-Monitoring Program:

Samples and analyses of both the influent and the effluent have not been collected and performed per the no discharge reported.

Operation and Maintenance:

This facility appears to be well operated and maintained. There is an operation and maintenance log available where maintenance information is recorded. At the time of the inspection, the aerator compressors were not in service.

SUMMARY

The following items were noted as deficiencies:

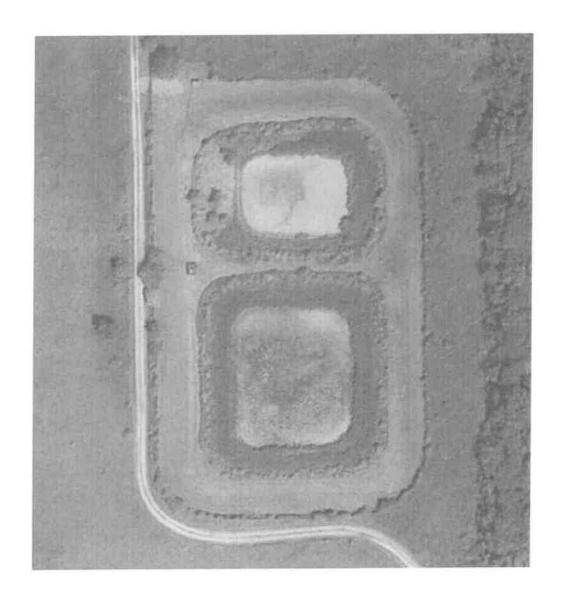
1) Influent monitoring for flow, BOD_5 , and TSS are not performed.

Rafael Sanchez, EPE BOW/DWPC/FOS

ATTACHMENTS

- Aerial view of facility
- Photo record of inspection

W0938030005 Hoover Outdoor Education Center Aerial View 6/19/2023



IEPA - DIVISION OF WATER POLLUTION CONTROL DIGITAL PHOTO REPORT

Date: 1/9/2025	Site Name: Hoover Outdoor Education Center (W0938030005)
Photo By: Jeff Lienemann	
County: Kendall	
Comments:	AND STREET, CONT.
1 st aera t ed lagoon	
Photo #: 1	
Photo Title:	
Lagoon No.1	

Date: 1/9/2025	Site Name: Hoover Outdoor Education Center (W0938030005)
Photo By: Jeff Lienemann	
County: Kendall	
Comments:	
2 nd aerated lagoon with rock filter	
Photo #: 2	
Photo Title:	
Lagoon No.2	

IEPA - DIVISION OF WATER POLLUTION CONTROL DIGITAL PHOTO REPORT

Date: 1/9/2025	Site Name: Hoover Outdoor Education Center (W0938030005)
Photo By: Jeff Lienemann	
County: Kendall	
Comments:	
Lagoon control panel	
Photo #: 3	
Photo Title:	
Lagoon Controls	

Date: 1/9/2025	Site Name: Hoover Outdoor Education Center (W0938030005)
Photo By: Jeff Lienemann	
County: Kendall	
Comments:	
compressors	HARSE
Photo #: 4	
Photo Title:	
Blower Motors	

IEPA - DIVISION OF WATER POLLUTION CONTROL DIGITAL PHOTO REPORT

Date: 1/9/2025	Site Name: Hoover Outdoor Education Center (W0938030005)
Photo By: Jeff Lienemann	
County: Kendall	
Comments:	
Ultrasonic	
flowmeter	
controls	
Photo #: 5	
Photo Title:	
Flowmeter	

Date: 1/9/2025	Site Name: Hoover Outdoor Education Center (W0938030005)
Photo By:	
Jeff Lienemann	AND THE PERSON NAMED OF TH
County:	The state of the s
Kendall	
Comments:	
Effluent sample well and	
flowmeter	
Photo #: 6	
Photo Title:	
Effluent well	

IEPA - DIVISION OF WATER POLLUTION CONTROL DIGITAL PHOTO REPORT

Date: 1/9/2025	Site Name: Hoover Outdoor Education Center (W0938030005)
Photo By: Jeff Lienemann	
County: Kendall	
Comments: Exterior of lift station	
Photo #: 7	The Contract of the Contract o
Photo Title:	
Lift station exterior	

Date: 1/9/2025	Site Name: Hoover Outdoor Education Center (W0938030005)
Photo By: Jeff Lienemann	
County: Kendall	
Comments:	
Influent well	
	30/
Photo #: 8	
Photo Title:	
Lift station interior	

IEPA - DIVISION OF WATER POLLUTION CONTROL DIGITAL PHOTO REPORT

Site Name: Hoover Outdoor Education Center (W0938030005)

Date: 1/9/2025	Site Name: Hoover Outdoor Education Center (W0938030005)
Photo By: Jeff Lienemann	
County: Kendall	
Comments: O&M log for lift station	
Photo #: 10	
Photo Title:	
Lift station log	

NPDES Permit No. ILG551

Illinois Environmental Protection Agency Division of Water Pollution Control 1021 North Grand East Post Office Box 19276 Springfield, Illinois 62794-9276

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

Expiration Date: May 31, 2027

Issue Date: May 18, 2022 Effective Date: June 01, 2022

Reissued General (NPDES) Permit For Sewage Treatment Systems

Coverage under this Permit

This Permit covers all areas of the State of Illinois discharging to General Use or Secondary Contact Waters.

Eligibility

This Permit may cover any existing non-publicly owned treatment facilities that consist of a domestic lagoon system with a single pipe discharge, without combined sewer overflows and whose domestic waste load is 2500 population equivalent or less and has obtained a lagoon exemption from the IEPA under the provisions of 35 III. Adm. Code 373.100, or whose effluent has a dilution ratio (the ratio of the seven-day once in ten year low flow of the receiving stream or the lowest flow of the receiving stream when effluent discharge is expected to occur, whichever is greater, to the average flow of the treatment works for the design year) no less than five to one, and has obtained a year-round disinfection exemption under 35 III. Adm. Code Section 378.203, and currently has an individual NPDES Permit at the same design flow or is currently authorized to discharge under this General NPDES Permit ILG551. Applicants seeking to discharge from a new facility or seeking an increase in permitted loadings or flows to their treatment facility are required to apply for an individual NPDES Permit and are not eligible for authorization to discharge under this General Permit until the new loadings or flows have first been permitted under an individual NPDES Permit, are required to apply for an individual NPDES Permit and are not eligible for authorization to discharge under this General Permit.

Discharge Number and Name: 001 STP Outfall

Receiving Waters: General Use and Secondary Contact Waters of the

State

To receive authorization to discharge under this General Permit, a facility owner or operator must submit the proper application forms to the IEPA. Authorization, if granted, will be by letter and include a copy of this Permit.

Manager, Permit Section

Division of Water Pollution Control

BDF:ILG551.G580.G582-2018

NPDES Permit No. ILG551

Effluent Limitations, Monitoring, and Reporting

From the effective date of this Permit until the expiration date, the effluent of the above discharge shall be monitored and limited at all times as follows:

Case A: The effluent from the facility has a dilution ratio of no less than five to one.

	LOAD LIMITS ibs/day DAF (DMF)*			CENTRATION ITS MG/L		_
Parameter	Monthly Average	Weekly Average	Monthly Average	Weekly Average	Sample Frequency	Sample Type
Flow (MGD)					See Below	
CBOD5**	25 x 8.34 x DAF (in MGD)	40 x 8.34 x DAF (in MGD) 25	40	2 Days/Month	Grab
Suspended Solids	37 x 8.34 x DAF (in MGD)	45 x 8.34 x DAF (in MGD) 37	45	2 Days/Month	Grab
pН	Shall be in the Range of 6.0	0 to 9.0 Standard Units			2 Days/Month	Grab
Ammonia Nitro	gen Monitor Only				2 Days/Month	Grab
Fecal Coliform*	Monitor Only				2 Days/Month	Grab

^{*}For flows greater than DAF, load limits shall be calculated based on the DMF instead of DAF. DAF and DMF are shown in the letter authorizing discharge under this General Permit.

Influent Monitoring and Reporting

influent BOD₅ and Suspended Solids shall be sampled at least once per month as a composite sample. Influent and effluent measurement for flow shall be continuous if hardware allows, otherwise it shall be a single reading once a week. Influent flow measurement, BOD₅ and Suspended Solids sampling shall be taken at a point representative of the influent. Influent BOD₅ and Suspended Solids shall be reported on the Discharge Monitoring Reports (DMRs) as monthly average concentrations.

^{**}Carbonaceous BOD₅ (CBOD₅) testing procedures shall be in accordance with 40 CFR 136.

^{***}Fecal coliform monitoring shall be conducted May thru October with sample results reported as a daily maximum value. Flows shall be reported as a monthly average and daily maximum on the DMRs. pH shall be reported as a minimum and a maximum

NPDES Permit No. ILG551

Case B: The facility has obtained a lagoon exemption pursuant to 35 III. Adm. Code Part 373 or the Agency has designated that these effluent limitations are applicable due to receiving waters conditions.

	LOAD LIMITS lbs/day DAF (DMF)*		CONCENTRATION LIMITS MG/L			
Parameter	Monthly Average	Weekly Average	Monthly Average	Weekly Average	Sample Frequency	Sample Type
Flow (MGD)					See Below	
CBOD5**	25 x 8.34 x DAF (in MGD)	40 x 8.34 x DAF (in MGD) 25	40	2 Days/Month	Grab
Suspended Solids	37 x 8.34 x DAF (in MGD)	45 x 8.34 x DAF (in MGD) 37	45	2 Days/Month	Grab
pН	Shall be in the Range of 6.0	to 9.0 Standard Units			2 Days/Month	Grab
Dissolved Oxygen	Shall not be less than 6 mg	/L			2 Days/Month	Grab
Ammonia Nitrog	gen Monitor Only				2 Days/Month	Grab
Fecal Coliform*	Monitor Only				2 Days/Month	Grab

^{*}For flows greater than DAF, load limits shall be calculated based on the DMF instead of DAF. DAF and DMF are shown in the letter authorizing discharge under this General Permit.

Influent Monitoring and Reporting

Influent BODs and Suspended Solids shall be sampled at least once per month as a composite sample. Influent and effluent measurement for flow shall be continuous if hardware allows, otherwise it shall be a single reading once a week. Influent flow measurement, BODs and Suspended Solids sampling shall be taken at a point representative of the influent. Influent BODs and Suspended Solids shall be reported on the Discharge Monitoring Reports (DMRs) as monthly average concentrations.

^{**}Carbonaceous BOD₅ (CBOD₅) testing procedures shall be in accordance with 40 CFR 136.

^{***}Fecal coliform monitoring shall be conducted May thru October with sample results reported as a daily maximum value. Flows shall be reported as a monthly average and daily maximum on the DMRs. pH shall be reported as a minimum and a maximum.

SPECIAL CONDITION 1: The use or operation of this facility shall be by or under the supervision of a Certified Class 4 operator.

<u>SPECIAL CONDITION 2:</u> The IEPA may request in writing submittal of operational information in a specified form and at a required frequency at any time during the effective period of this Permit. The IEPA may require additional monitoring and reporting by the permittee in either the general permit coverage letter or by separate letter.

<u>SPECIAL CONDITION 3:</u> The effluent, alone or in combination with other sources, shall not cause a violation of any applicable water quality standard outlined in 35 III. Adm. Code 302.

SPECIAL CONDITION 4: Samples taken in compliance with the effluent monitoring requirements shall be taken at a point representative of the discharge, but prior to entry into the receiving stream.

SPECIAL CONDITION 5: BOD₅ (85% removal required): The arithmetic mean of the values for effluent samples collected in a period of one calendar month shall not exceed 15 percent of the arithmetic mean of the values for influent samples collected at approximately the same time during the same period, except during those periods when the influent is diluted because of high flows if the tributary sewer system is combined. The percent removal need not be reported to the IEPA on DMR's but influent and effluent data must be available, as required elsewhere in this Permit, for IEPA inspection and review. For measuring compliance with this requirement, 5 mg/L shall be added to the effluent CBOD₅ concentration to determine the effluent BOD₅ concentration.

<u>SPECIAL CONDITION 6:</u> The Permittee shall record monitoring results on Discharge Monitoring Report (DMR) electronic forms using one such form for each outfall each month.

In the event that an outfall does not discharge during a monthly reporting period, the DMR Form shall be submitted with no discharge indicated.

The Permittee is required to submit electronic DMRs (NetDMRs) instead of mailing paper DMRs to the IEPA unless a waiver has been granted by the Agency. More information, including registration information for the NetDMR program, can be obtained on the IEPA website, https://www2.illinois.gov/epa/topics/water-quality/surface-water/netdmr/pages/quick-answer-quide.aspx.

The completed Discharge Monitoring Report forms shall be submitted to IEPA no later than the 25th day of the following month, unless otherwise specified by the permitting authority.

Permittees that have been granted a waiver shall mail Discharge Monitoring Reports with an original signature to the IEPA at the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attention: Compliance Assurance Section, Mail Code # 19
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

SPECIAL CONDITION 7: The provisions of 40 CFR Section 122.41(m) & (n) are incorporated herein by reference.

SPECIAL CONDITION 8: Requiring an individual NPDES Permit or an alternative General Permit

- a. The IEPA may require any person authorized by this Permit to apply for and obtain either an individual NPDES Permit or an alternative NPDES General Permit. Any interested person may petition the IEPA to take action under this paragraph. The IEPA may require any owner or operator authorized to discharge under this Permit to apply for an individual NPDES Permit only if the owner or operator has been notified in writing that a permit application is required. This notice shall include a brief statement of the reasons for this decision, an application form, a statement setting a deadline for the owner or operator to file the application, and a statement that on the effective date of the individual NPDES Permit or the alternative General Permit as it applies to the individual Permittee, coverage under this General Permit shall automatically terminate. The IEPA may grant additional time to submit the application upon request of the applicant. If an owner or operator fails to submit an individual NPDES Permit application required by the IEPA under this paragraph in a timely manner, then the authorization to discharge under this General Permit is automatically terminated at the end of the day specified for application submittal. In addition, the Agency may require an individual NPDES permit based on:
 - Information received which indicates the receiving water may be of particular biological significance pursuant to 35 III. Admin. Code Section 302.105(d)(6).
 - 2. Whether the receiving waters are identified as impaired pursuant to the Agency's 303(d) listing and the facility discharge is a potential contributing source of any parameter identified as a cause of that impairment.
 - Additional effluent limitations or conditions are required for the permittees discharge.
- b. Any owner or operator authorized to discharge under this General Permit may request to be excluded from the coverage of this General Permit by applying for an individual NPDES Permit. The owner or operator shall submit an individual application with

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reasons supporting the request, in accordance with the requirements of 40 CFR 122.21, to the IEPA. If the reasons cited by the owner or operator are adequate to support the request, the request shall be granted by issuance of an individual NPDES Permit or an alternative General Permit.

c. When an individual NPDES Permit is issued to an owner or operator otherwise subject to this Permit, or the owner or operator is approved for coverage under an alternative NPDES General Permit, the authorization to discharge under this General Permit is automatically terminated on the issue date of the individual NPDES Permit or the date of approval for coverage under the alternative General Permit, whichever the case may be. When an individual NPDES Permit is denied to an owner or operator otherwise subject to this Permit, or the owner or operator is denied for coverage under an alternative NPDES General Permit, the authorization to discharge under this General Permit remains in effect, unless otherwise specified by the IEPA.

SPECIAL CONDITION 9:

- a) <u>Authorization:</u> Owners or operators must submit either a Notice of Intent (NOI) in accordance with the requirements of this Permit or an application for an individual NPDES Permit to be authorized to discharge under this General Permit. Authorization, if granted, will be by letter and include a copy of this Permit. Upon review of an NOI, the IEPA may deny coverage under this Permit and require submittal of an application for an individual NPDES Permit.
- b) Automatic Continuation of Expired General Permit:

Except as provided in subparagraph (c) below, when this General Permit expires, the conditions of this permit shall be automatically administratively continued until the earliest of the following:

- 1. 150 days after the new General Permit is issued;
- 2. The Permittee submits a Notice of Termination and that notice is approved by the IEPA.
- 3. The Permittee is authorized for coverage under an individual permit or the renewed or reissued General Permit
- The Permittee's application for an individual NPDES permit for a discharge or Notice of Intent for coverage under the renewed or reissued General Permit, is denied by the IEPA.
- 5. IEPA issues a formal permit decision not to renew or reissue this General Permit. This General Permit shall be automatically administratively continued after such formal permit decision.

c) <u>Duty to reapply</u>

- If permittee wishes to continue an activity regulated by this General Permit, the permittee must apply for a new permit before the expiration of the administratively continued period specified in subparagraph (b)(1) above.
- If the permittee reapplies in accordance with the provisions of subparagraph (c)(1) above, the conditions of this General Permit shall continue in full force and effect under the provisions of 5 ILCS 100/10-65 until the IEPA makes a final determination on the application or Notice of Intent.
- Standard Condition 2 of Attachment H is not applicable to this general permit.
- d) Contents of Notice of Intent: The Notice of Intent shall be submitted to IEPA on proper application forms and include at a minimum the following information:
 - 1. Name, mailing address, and location of the facility for which the notification is submitted;
 - The operator's name, address, telephone number, ownership status and status as Federal, State, private, public or other entity;
 - 3. An application form for an individual NPDES Permit may be used in place of the NOI.
- e) Change in Contact Person, Ownership or Operators: In the event that the contact person for this facility is changed or in the event of a change in ownership or operator for a facility authorized to discharge under this Permit, an updated NOI shall be filed with the IEPA within thirty (30) days of such change. Upon review of an NOI, the IEPA may deny coverage under this Permit or require any person otherwise authorized to discharge under this Permit to apply for and obtain either an individual NPDES Permit or to obtain authorization to discharge under an alternative General NPDES Permit.
- f) Treatment Plant Changes: In the event that a change is made that results in a modification of treatment plant design loadings or flows or the abandoning or undertaking of new unit processes, an application for an individual NPDES permit along with the proposed treatment plant modifications, shall be submitted to the IEPA. The application and the proposed treatment plant modifications shall be submitted to the IEPA within the time frame specified by 35 III. Adm. Code Section 309.154. If no permit is required pursuant to 35 III. Adm. Code Section 309.154, the application and the proposed treatment plant modifications shall be submitted to the IEPA as soon as is practicable. Upon review of an application, the IEPA may deny coverage under this General Permit and initiate

Page 6

procedures for the issuance of an individual NPDES permit, or may make a determination that coverage under this General NPDES permit is still appropriate. In cases where the design flow increases or an anti-degradation analysis is required pursuant to 35 Ill. Adm. Code Section 302.105, the IEPA will proceed with the issuance of an individual NPDES permit and the authorization to discharge under this General NPDES permit will terminate upon the effective date of the individual NPDES permit.

SPECIAL CONDITION 10: If the Permittee utilizes chlorine for any purpose, the Permittee shall contact the Illinois EPA Regional Office for the appropriate reporting requirements. The permittee must state the reason chlorine will be used (i.e. equipment breakdown, maintenance, etc.) and length of time it will be used.

Standard Conditions Definitions

Act means the Illinois Environmental Protection Act, 415 ILCS 5 as Amended.

Agency means the Illinois Environmental Protection Agency.

Board means the Illinois Pollution Control Board.

Clean Water Act (formerly referred to as the Federal Water Pollution Control Act) means Pub. L 92-500, as amended. 33 U.S.C. 1251 et seq.

NPDES (National Pollutant Discharge Elimination System) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318 and 405 of the Clean Water Act.

USEPA means the United States Environmental Protection Agency.

Dally Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurements, the "daily discharge" is calculated as the average measurement of the pollutant over the day.

Maximum Daily Discharge Limitation (daily maximum) means the highest allowable daily discharge.

Average Monthly Discharge Limitation (30 day average) means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

Average Weekly Discharge Limitation (7 day average) means the highest allowable average of daily discharges over a calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Aliquot means a sample of specified volume used to make up a total composite sample.

Grab Sample means an individual sample of at least 100 milliliters collected at a randomly-selected time over a period not exceeding 15 minutes.

24-Hour Composite Sample means a combination of at least 8 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over a 24-hour period.

8-Hour Composite Sample means a combination of at least 3 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over an 8-hour period.

Flow Proportional Composite Sample means a combination of sample aliquots of at least 100 milliliters collected at periodic

intervals such that either the time interval between each aliquot or the volume of each aliquot is proportional to either the stream flow at the time of sampling or the total stream flow since the collection of the previous aliquot.

- (1) Duty to comply. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action, permit termination, revocation and reissuance, modification, or for denial of a permit renewal application. The permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirements.
- (2) Duty to reapply. If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. If the permittee submits a proper application as required by the Agency no later than 180 days prior to the expiration date, this permit shall continue in full force and effect until the final Agency decision on the application has been made.
- (3) Need to halt or reduce activity not a defense. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- (4) Duty to mitigate. The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.
- (5) Proper operation and maintenance. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up, or auxiliary facilities, or similar systems only when necessary to achieve compliance with the conditions of the permit.
- (6) Permit actions. This permit may be modified, revoked and reissued, or terminated for cause by the Agency pursuant to 40 CFR 122.62 and 40 CFR 122.63. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
- (7) Property rights. This permit does not convey any property rights of any sort, or any exclusive privilege.
- (8) Duty to provide information. The permittee shall furnish to the Agency within a reasonable time, any information which the Agency may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also furnish to the Agency upon request, copies of records required to be kept by this permit.
- (9) Inspection and entry. The permittee shall allow an

authorized representative of the Agency or USEPA (including an authorized contractor acting as a representative of the Agency or USEPA), upon the presentation of credentials and other documents as may be required by law, to:

- (a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- (b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- (c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
- (d) Sample or monitor at reasonable times, for the purpose of assuring permit compliance, or as otherwise authorized by the Act, any substances or parameters at any location.

(10) Monitoring and records.

- (a) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
- (b) The permittee shall retain records of all monitoring information, including all calibration and maintenance records, and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of this permit, measurement, report or application. Records related to the permittee's sewage sludge use and disposal activities shall be retained for a period of at least five years (or longer as required by 40 CFR Part 503). This period may be extended by request of the Agency or USEPA at any time.
- (c) Records of monitoring information shall include:
 - The date, exact place, and time of sampling or measurements:
 - The individual(s) who performed the sampling or measurements;
 - (3) The date(s) analyses were performed;
 - (4) The individual(s) who performed the analyses;
 - (5) The analytical techniques or methods used; and
 - (6) The results of such analyses.
- (d) Monitoring must be conducted according to test procedures approved under 40 CFR Part 136, unless other test procedures have been specified in this permit. Where no test procedure under 40 CFR Part 136 has been approved, the permittee must submit to the Agency a test method for approval. The permittee shall calibrate and perform maintenance procedures on all monitoring and analytical instrumentation at intervals to ensure accuracy of measurements.
- (11) Signatory requirement. All applications, reports or information submitted to the Agency shall be signed and certified.
 - (a) Application. All permit applications shall be signed as follows:
 - (1) For a corporation: by a principal executive officer of at least the level of vice president or a person or position having overall responsibility for environmental matters for the corporation:

- For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
- (3) For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official.
- (b) Reports. All reports required by permits, or other information requested by the Agency shall be signed by a person described in paragraph (a) or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - The authorization is made in writing by a person described in paragraph (a); and
 - (2) The authorization specifies either an individual or a position responsible for the overall operation of the facility, from which the discharge originates, such as a plant manager, superintendent or person of equivalent responsibility; and
 - (3) The written authorization is submitted to the Agency.
- (c) Changes of Authorization. If an authorization under (b) is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of (b) must be submitted to the Agency prior to or together with any reports, information, or applications to be signed by an authorized representative.
- (d) Certification. Any person signing a document under paragraph (a) or (b) of this section shall make the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(12) Reporting requirements.

(a) Planned changes. The permittee shall give notice to the Agency as soon as possible of any planned physical alterations or additions to the permitted facility.

Notice is required when:

- The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source pursuant to 40 CFR 122.29(b); or
- (2) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements pursuant to 40 CFR 122.42(a)(1).
- (3) The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported

pursuant to an approved land application plan.

- (b) Anticipated noncompliance. The permittee shall give advance notice to the Agency of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
- (c) Transfers. This permit is not transferable to any person except after notice to the Agency.
- (d) Compliance schedules. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.
- (e) Monitoring reports. Monitoring results shall be reported at the intervals specified elsewhere in this permit.
 - Monitoring results must be reported on a Discharge Monitoring Report (DMR).
 - (2) If the permittee monitors any pollutant more frequently than required by the permit, using test procedures approved under 40 CFR 136 or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - (3) Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Agency in the permit.
- Twenty-four hour reporting. The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24-hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and time; and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The following shall be included as information which must be reported within 24-hours:
 - Any unanticipated bypass which exceeds any effluent limitation in the permit.
 - (2) Any upset which exceeds any effluent limitation in the permit.
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Agency in the permit or any pollutant which may endanger health or the environment.
 - The Agency may waive the written report on a case-by-case basis if the oral report has been received within 24-hours.
- (g) Other noncompliance. The permittee shall report all instances of noncompliance not reported under paragraphs (12)(d), (e), or (f), at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph (12)(f).
- (h) Other information. Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, or in any report to the Agency, it shall promptly submit such facts or information.
- (13) Bypass.
 - (a) Definitions.
 - Bypass means the intentional diversion of waste streams from any portion of a treatment facility.

- (2) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- (b) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs (13)(c) and (13)(d).
- (c) Notice.
 - Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.
 - (2) Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in paragraph (12)(f) (24-hour notice).
- (d) Prohibition of bypass.
 - (1) Bypass is prohibited, and the Agency may take enforcement action against a permittee for bypass, unless:
 - Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (iii) The permittee submitted notices as required under paragraph (13)(c).
 - (2) The Agency may approve an anticipated bypass, after considering its adverse effects, if the Agency determines that it will meet the three conditions listed above in paragraph (13)(d)(1).
- (14) Upset.
 - (a) Definition. Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
 - (b) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph (14)(c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for

- noncompliance, is final administrative action subject to judicial review.
- (c) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated; and
 - (3) The permittee submitted notice of the upset as required in paragraph (12)(f)(2) (24-hour notice).
 - (4) The permittee complied with any remedial measures required under paragraph (4).
- (d) Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.
- (15) Transfer of permits. Permits may be transferred by modification or automatic transfer as described below:
 - (a) Transfers by modification. Except as provided in paragraph (b), a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued pursuant to 40 CFR 122.62 (b) (2), or a minor modification made pursuant to 40 CFR 122.63 (d), to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act.
 - (b) Automatic transfers. As an alternative to transfers under paragraph (a), any NPDES permit may be automatically transferred to a new permittee if:
 - (1) The current permittee notifies the Agency at least 30 days in advance of the proposed transfer date;
 - (2) The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage and liability between the existing and new permittees; and
 - (3) The Agency does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue the permit. If this notice is not received, the transfer is effective on the date specified in the agreement.
- (16) All manufacturing, commercial, mining, and silvicultural dischargers must notify the Agency as soon as they know or have reason to believe:
 - (a) That any activity has occurred or will occur which would result in the discharge of any toxic pollutant identified under Section 307 of the Clean Water Act which is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
 - (1) One hundred micrograms per liter (100 ug/l);
 (2) Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2,4-dinitrophenol and for 2-methyl-4,6 dinitrophenol;
 - and one milligram per liter (1 mg/l) for antimony.
 (3) Five (5) times the maximum concentration value reported for that pollutant in the NPDES permit application; or
 - (4) The level established by the Agency in this permit.
 - (b) That they have begun or expect to begin to use or manufacture as an intermediate or final product or byproduct any toxic pollutant which was not reported in the NPDES permit application.

- (17) All Publicly Owned Treatment Works (POTWs) must provide adequate notice to the Agency of the following:
 - (a) Any new introduction of pollutants into that POTW from an indirect discharge which would be subject to Sections 301 or 306 of the Clean Water Act if it were directly discharging those pollutants; and
 - (b) Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.
 - (c) For purposes of this paragraph, adequate notice shall include information on (i) the quality and quantity of effluent introduced into the POTW, and (ii) any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.
- (18) If the permit is issued to a publicly owned or publicly regulated treatment works, the permittee shall require any industrial user of such treatment works to comply with federal requirements concerning:
 - (a) User charges pursuant to Section 204 (b) of the Clean Water Act, and applicable regulations appearing in 40 CFR 35.
 - (b) Toxic pollutant effluent standards and pretreatment standards pursuant to Section 307 of the Clean Water Act; and
 - (c) Inspection, monitoring and entry pursuant to Section 308 of the Clean Water Act.
- (19) If an applicable standard or limitation is promulgated under Section 301(b)(2)(C) and (D), 304(b)(2), or 307(a)(2) and that effluent standard or limitation is more stringent than any effluent limitation in the permit, or controls a pollutant not limited in the permit, the permit shall be promptly modified or revoked, and reissued to conform to that effluent standard or limitation.
- (20) Any authorization to construct issued to the permittee pursuant to 35 III. Adm. Code 309.154 is hereby incorporated by reference as a condition of this permit.
- (21) The permittee shall not make any false statement, representation or certification in any application, record, report, plan or other document submitted to the Agency or the USEPA, or required to be maintained under this permit.
- (22) The Clean Water Act provides that any person who violates a permit condition implementing Sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act is subject to a civil penalty not to exceed \$25,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than one year, or both.
 - Additional penalties for violating these sections of the Clean Water Act are identified in 40 CFR 122.41(a)(2) and (3).
- (23) The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than 4 years, or

both.

- (24) The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.
- (25) Collected screening, slurries, sludges, and other solids shall be disposed of in such a manner as to prevent entry of those wastes (or runoff from the wastes) into waters of the State. The proper authorization for such disposal shall be obtained from the Agency and is incorporated as part hereof by reference.
- (26) In case of conflict between these standard conditions and any other condition(s) included in this permit, the other condition(s) shall govern.
- (27) The permittee shall comply with, in addition to the requirements of the permit, all applicable provisions of 35 III. Adm. Code, Subtitle C, Subtitle D, Subtitle E, and all applicable orders of the Board or any court with jurisdiction.
- (28) The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit is held invalid, the remaining provisions of this permit shall continue in full force and effect.

(Rev. 7-9-2010 bah)

To:

Stefanie Wiencke

From:

David Guritz

RE:

Breakout of 2025 Summer Camps - Participation by Community as of 02-28-25

Date:

5-Mar-25

Registrations by Community

	Nature-Based Camps		Equestrian Camps		
In-County	Count	Percent of Total	Count	Percent of Total	% Population in KC
Aurora	2	0.7%			
Big Rock	4	1.4%			
Bristo!	2	0.7%			
Millbrook	1	0.4%			
Minooka	2	0.7%			
Montgomery	9	3.2%	2	4.17%	
Newark	4	1.4%	2	4.17%	
Oswego	75	26.9%	11	22.92%	26.5%
Plainfield	12	4.3%	1	2.08%	
Plano	15	5.4%	3	6.25%	9.1%
Sandwich	9	3.2%	1	2.08%	
Yorkville	116	41.6%	23	47.92%	17.6%
					7
Subtotal (in-county)	251	90.0%	43	89.58%	7
Out of County Joliet			1	2.08%	
Leland	2	0.7%			
Naperville			1	2.08%	
Sheridan	14	5.0%			
Shorewood	1	0.4%	2	4.17%	
Somonauk	6	2.2%	1	2.08%	
Sugar Grove	1	0.4%			
					_
Subtotal (Out of County)	24	8.6%	5	10.42%	7
Out of State					
Jamestown, CO	3	1.1%			7
New York, NY	1	0.4%			
TOTAL TOTAL TOTAL	-	0.170		1	
Subtotal (Out of State)	4	1.4%			
					=

Total Registrations

279

48

To: Paul Bluestone, Bluestone & Associates

From: Kendall County Forest Preserve District

RE: Preliminary Exhibit Mock-Ups – Requested Changes in Approach and Final Content

Date: February 25, 2025

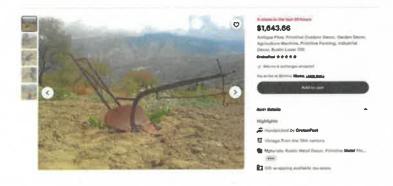
Updated February 27, 2025

General Overall Impressions:

1. Keep to the mission of the Kendall County Forest Preserve District. Acknowledge the Subat Family and project partners including the IDNR, The Conservation Foundation, and the Forest Foundation of Kendall County (will send logos).

"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."

- 2. Keep it authentic and place-based local cultural history and native flora/fauna examples only.
- 3. Keep it simple. Follow Tilden's "3 seconds -30 seconds -3 minute" rules on all signage.
- 4. Keep all text readable. No cursive fonts. High contrast text. Make sure color palette matches/compliments with the structural palette. Use concept illustrations, or possibly artwork as the backdrop for all interpretive signs. The "look and feel" of Naperville's Knoch Knolls Discovery Center fits much better with the Subat Nature Center facility's designs and interpretive content goals. The artwork of Philip Juras could be a good match as well for use as a backdrop.
- 5. Possible statement piece...steel plow good for photo ops, too...

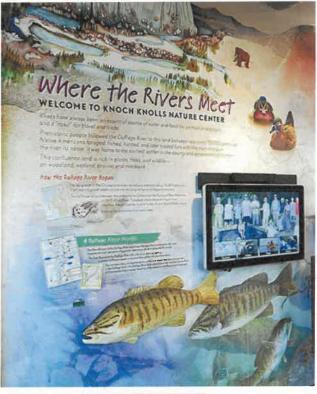




Backdrop imagery options?













Welcome Sign



- 1. Welcome to the Mary M. Subat Nature Center.
- 2. We invite you to explore what makes Subat such a special place.
- 3. The term ecotone describes the transitional area where two plant communities meet and integrate. Here at Subat Forest Preserve, oak woodlands, prairie, fen, marsh and stream habitats are all sewn together supporting a great diversity of living things.
- 4. All around you is a landscape with a storied past and hidden creatures both great and small right at your feet.
- 5. "Things to Do" and "Places to See"
- a. Become a "Subat Sleuth" and discover the history of this land, and ID the diversity of landscapes, plants and animals found here. Find and observe different living species. Compare Subat Forest Preserve today to how it may have looked in the past.
- b. Follow "Rusty" the Subat mascot to learn how the rusty patched bumble bee thrives at Subat and other nearby preserve areas.

Photograph and report sightings to the Kendall County Forest Preserve District.

c. Learn to read the tracks and signs of our local wildlife. Look for trails frequented by the animals living here.

Wander a game trail to see where it leads. Look for tracks along the Rob Roy Creek

- d. Visit our three wetland areas (fen, marsh and stream).

 Observe how water travels through these different areas.
- e. Help "Chronolog" our natural areas.

Help track seasonal and long term landscape changes at Subat.

f. Watch and observe foraging pollinators.

Visit our nature center's nursery gardens. Take action to support pollinator conservation at home.

g. Observe plants and animals the changing seasons. What adaptations are needed to survive?

Check out our spotting scope. Go on a photo safari. Take a seasonal wildflower hike. Download our recommended smart phone apps to ID local plants and animals. Become a citizen scientist.

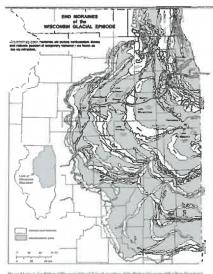
- h. Cross the Fox River and take the three preserve challenge.

 Go the distance at Subat, Fox River Bluffs and Hoover Forest Preserves.
- i. Visit our changing showcase exhibit featuring seasonal discoveries and insights. Report your interesting finds.
- 6. Introduce John E. and Mary M. Subat.
- 7. Introduce/acknowledge project partners (IDNR; The Conservation Foundation; Forest Foundation of Kendall County)

If This Land Could Speak...

...Subat Forest Preserve would speak volumes.

1. Glacial features in in Kendall County – End of the pleistocene Marseilles terminal moraine Lake Wauponsee Formation of the Oswego Channel – torrent event (18,900 years before present)



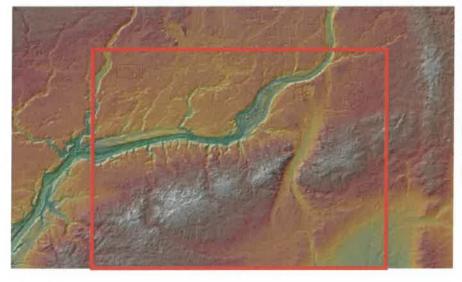
Glacial Lake Waupousee

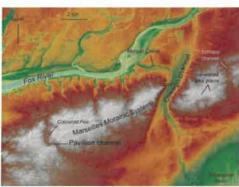
cueological features such as morasnes, proglacial lakes, and other deposits, are commonly named for the locale near where they occur. Geologists nams the proglacial lake that existed an Midewin between approximately 16,000 and 15,400 for the township of Wissponase. Wassponase clarkes its name from Chief Wissponase, an influential Portuvationsi chief. In July of 1829, the seasy of Prairie du Chien reserved 5 pancels of land for Chief Wissbonase at a see nost precess day Aurora, in Kane County, Illianos. In 1826-1827 Wassbonase's Vislage had a population of between 41 and 46 individuals (Bactricis, et al. 1974).











https://ilrdss.isws.illinois.edu/pubs/govconf2013/session3a/Curry A3.pdf



First Peoples of Kendall County – Fertile lands and rivers 8,500 BCE to 1,050 CE – First Arrivals

Diagnostic artifacts found at Subat Early Archaic – Harden barbed point

http://www.lithiccastinglab.com/cast-page/2001junehardinbarb.htm

a. Scottsbluff-Cody Complex (Bison Hunting)
Harden barbed point (Early Archaic 8,500-6,000 BCE)

b. Old Copper Culture

Osceola point (Late Archaic to Early Woodland – 4,000 BCE to 1,500 BCE)

c. Riverton Culture – Early Agriculture

Trimble side-notched point (Late Archaic to Early Woodland – 3,000 BCE to 1,000 BCE)

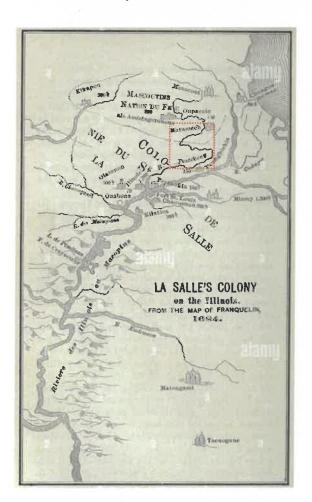


 First Contact with Europeans – Franquelin's map of 1684
 Fur trade in Kendall County first with the Miami of the Crane, then Illinois Confederacy Tribes, and finally the Pottawatomie

French spelling of words spoken in the Algonquin language:

"Maramech" -Fresh Water Fish / Catfish

"Pestekouy" R. - River of the Buffalo - today's Fox River



3. Chief Waubounsie - 1760 to 1848

Wau Baun See, also spelled Waubonsie, was a Pottawatomi chief who lived in the Fox River Valley in the 1800s. His name means "early dawn" or "break of day".

https://historyonthefox.wordpress.com/2024/09/10/a-natural-and-cultural-history-of-chief-waubonsees-creek/

Treaty of Prairie du Chien - 1829

https://americanindian.si.edu/static/nationtonation/pdf/Prairie-du-Chien-Treaty-1829.pdf

https://americanindian.si.edu/nk360/removal-six-nations/potawatomi/treaty

Pottowattomie living in Kendall County were relocated west of the Mississippi in 1836.

First European Settlers Arrive in Kendall County – 1828
 Bureau of Land Management Survey of Illinois (1804-1843)
 BLM survey work in Kendall County, Illinois 1821-1838
 Kendall County founded Feb. 19, 1841



 $\underline{https://historyonthefox.wordpress.com/tag/stagecoach/\#: ``:text=Two%20of%20the%20threewE2%80%94the, was%20the%20most%20heavily%20traveled.$

5. Agricultural Innovations led to...

Plano's grain harvester innovators - 1861

The first successful harvester, one that did not break down shortly after it began its work, was manufactured in Plano. Brothers C.W. and W.W. Marsh invented the harvester with the aid of Plano's John Hollister and Lewis Steward. The machine became another huge leap forward in grain harvesting. The first harvester factory opened in Plano in 1861 and by 1863 was selling the machines.











- 6. ...an Agricultural Revolution Kendall County 1939 Aerial Photo
 - a. Subat drain tiles in imagery







- 7. 1965 Kendall County Forest Preserve District established by Kendall County voters
- 8. 1999 Native Habitat Inventory of the Lower Fox River Illinois Department of Natural Resources "Eldamain Schaefer Road Fen" identified as a high-quality remnant area.
- 2001 Forest Preserve acquires Subat with support from John and Mary M. Subat, the Illinois Department of Natural Resources and The Conservation Foundation – prairie and wetland restorations completed.
- 10. 2025 Mary M. Subat Nature Center construction completed.
- 11. What story will you tell about your visit today?

Take aways:

People are interconnected with the landscape.

Our shared stories, and cultural history connects us.

Choices made in the past and today effect our future.



The Hidden Worlds of Subat's Restored Prairies

The tallgrass prairie ecosystem in Kendall County was extensive. This grassland sea dominated 70% of the land cover in Kendall County.

Bison, black bear, gray wolf, elk, mountain lion and many other wildlife species roamed these prairies for several thousand years until the early 1800's.

The fertile prairie soils were ideal for farming. By the early 1900's, only small pockets and remnants of the vast prairie ecosystem in Illinois remained undisturbed. One of those pockets is right here at Subat. The "Eldamain-Schaefer Road Fen" was identified as in important remnant natural area in 1999 by the Illinois Department of Natural Reources.

The remaining prairies found at Subat today were restored by the forest preserve district following the purchase of the property in 2001.

Native Prairie Grasses & Forbs... Above and Below

Even small prairies like the one here at Subat are important for the remaining animals native to Kendall County.







Many different animals call Subat's prairie areas home, both above and below the soil. These small patches are critical for sustaining wildlife populations – especially pollinators.

Special Focus - Prairie Pollinators - Rusty-Patched Bumble Bees and Monarch Butterflies

What Rusty-Patched and Monarch Butterflies share in common.

Three facts for each species.

Online Opportunities to Learn More - Journey North and Bumble Bee Watch

Call to Action: Start a native pollinator garden in your backyard – Conservation at Home.

The Hidden Worlds of Subat's Wetlands

Wetlands form where water drains. Here at Subat, waters flow in from the north and east of the preserve. For Subat's marsh, most of the water water flows into the preserve through a culvert under Eldamain Road.

The headwaters of Rob Roy Creek originally flowed from the swamp and marsh areas in north central Kendall County.

The Eldamain-Schaefer Road Fen is a regionally important and unique wetland type described in 1999 as part of the Illinois Department of Natural Resource's Native Habitat Inventory of the Lower Fox River. Fens rely on groundwater discharge, require thousands of years to develop and cannot easily be restored once destroyed. Fens are also hotspots of biodiversity. They often are home to rare plants, birds, insects and small mammals.

Larger animals like deer graze in this type of wetland. Fens are valuable to humans as well. They are important as sites of groundwater discharge and are good indicators of shallow aquifers.

Subat's Water Worlds...Above and Below

All of Subat's surface waters flow into Rob Roy Creek and confluence with the Fox River 2.5 miles downstream near architect Mies van der Rohe's Farnsworth House. These and other wetland areas are vitally important to maintain Fox River water quality and biodiversity. Subat is a hotspot for observing wetland-dependent species like dragonflies and damselflies, and Fox River valley resident and migratory birds that pass through and reside in Kendall County.

Special Focus - Wetland Watchers - Bird, Dragonfly and Damselfly Species

Wetland bird adaptations

Fishes and mussels of Rob Roy Creek

Dragonfly/damselfly life cycles

Online Opportunities to Learn More – eBird and Illinois Odonate Survey, Calling Frog Survey

Call to Action: Conserve water – limit household fertilizer use – Conservation at Home.







The Hidden Worlds of Subat's Oak Woodlands

Some of the greatest natural treasure remaining in northeastern Illinois is found along the Fox River's bluffs and ravines, its tributaries, and along the Aux Sable Creek.

Kendall County's oak forests, woodlands and savanna remnants form green ribbons called corridors along Kendall County's waterways. These forest communities form a shade canopy that reduces erosion and cools flowing waters.

Every spring, ephemeral woodland wildflowers carpet the forest floor providing an early food source for emerging pollinators like the rusty-patched bumble bee.

From summer through fall, leaves and nuts from mast trees including oaks, black walnut and shagbark hickory provide an abundance of food for local wildlife. Tree cavities and branches provide structure, shelter, and homes for a great diversity of local wildlife.

Oak ecosystems are fire dependent. Fire thins out maples and other fire- intolerant tree species, maintains grass-dominated savannas, and creates openings with increased sunlight and reduced shade needed for oak regeneration.







There are oak trees growing in Kendall County that were present over 300 years ago. These aged giants, and the wildlife that depends on them will continue to fade from the landscape without active management and restoration.

Oak Woodlands...Above and Below

Oak woodlands are important. Over 500 species of insects live and feed on oaks. Oak ecosystems provide habitat and homes for many of the nearly 100 bird species that nest in the Chicago region, with many of these raising young in cavities created by our resident woodpeckers including northern flicker, downy, hairy and pileated woodpeckers. Oaks also foster and host a rich assemblage of fungi and invertebrates over the course of their life cycle, recycling soil nutrients that supports the entire plant community. Restoration and management of oak-dominated ecosystems is an essential goal in promoting biodiversity and managing wildlife in Kendall County and the Chicago region.

Special Focus - Oak Tree ID Challenge

White, red, bur and black oak are all found at Subat Forest Preserve. Other Kendall County species include swamp white, scarlet, shingle, and chinquapin oaks and their hybrids. See if you can ID our resident oaks here at Subat.

Online Opportunities to Learn More – Oak Ecosystem Recovery Plan; iNaturalist

Call to Action: Add native trees and shrubs to your landscape - Conservation at Home.

4-PILLARS OF RESTORATION — Column Wraps

Fire - Prescribed Burning - Before and After

Fire has shaped the region's ecosystems. For many millennia, fire was integral to many Indigenous peoples' way of life. Native Americans used fire to clear areas for crops and travel, manage the land for specific species of both plants and animals, to hunt game, and for many other important uses. Fire was a tool that promoted ecological diversity and reduced the risk of catastrophic wildfires. Fires maintained grass-dominated ecosystems and open oak barrens, savannas and woodlands, and precluded the growth of fire-intolerant species. Today, the forest preserve district uses fire as a prescription in all forest, prairie and wetland habitats to support diverse plant communities, create woodland openings, and control invasive species.

Before Photo

After Photo

Call to action: Practice good fire safety; retain snags, purchase firewood only from local sources, gather leaves into piles over winter for insect refuge, leave fallen material like logs and small brush piles in your landscape overwinter for animal homes and refuge.

Sun - Restoration Clearing - Before and After

Invasive species like the Amur honeysuckle and European buckthorn are taking hold within woodland areas. Maples and other fire-intolerant species are marching unchecked without periodic fires to clear them. These rapid changes are impacting local plant communities. Ephemeral plants and wildflowers enter dormancy, waiting for the right conditions to return. Oaks and similar hardwood species fade out from the landscape. Restoration clearing takes a surgical approach to opening up the tree canopy and forest floor to increase sunlight to spur oak regeneration.

Before Photo

After Photo

Call to action: Be careful what you plant! Go native!

Soil – Land Restoration and Cropland Conversion – Before and After

Soil maps, historic land surveys and accounts, floristic quality surveys, and seed bank studies all provide important clues that help the forest preserve district's natural areas management staff develop plants for restoration. Aerial imagery and LiDAR can provide additional insights on the movement of water, location of drain tiles, and how the landscape has changed over time. This information is used to develop a plan for restoration. At Subat, this included disrupting the existing drain tiles to retain water and soil moisture, cropland conversion using a diverse prairie seed mix, and removal of invasive species from the preserve's woodland edges and bottomlands.

Call to action: Compost food waste. Reduce lawn area.

Before Photo

After Photo

Water - Restoring Landscape Scale Hydrologic Function

One of the overarching goals of restoration ecology is reconnecting the land to its original hydrology. Retaining on the landscape creates wetlands which provides wildlife nurseries, recharges groundwater, and reduces downstream flooding. Drain tile disruption, remeandering of channelized streams, dam removal, creek and riverbank shoreline restoration, and regrading drainage swales and erosion gullies are good examples of water stewardship within forest preserve areas.

Call to action: Reduce chemical use. Eliminate waste from entering sewer drains.

Before Photo

After Photo

BLM Survey Mural

Brief interpretation – Use header beam if possible to save cost.

OTHER SIGNS / INTERPRETIVE AREAS

1. Fox River Water Trail - Woodland/Wetland Shed Interior Sign

https://fabulousfoxwatertrail.org/

2. Regional Trails - History of this Land / Prairie Shed Interior Sign

Subat's trail connections to Hoover and Fox River Bluffs

3. Subat Forest Preserve - Wayfinding Map - Parking lot kiosk and Nature Center trail entry "island"

Features: Habitats base map, fen overlook platform, shelter, nature center, main trail and turf trails, Rob Roy Creek, Eldmain-Schaefer Road Fen, Chronolog station locations, historic points of interest (BLM survey point; stagecoach road).

John and Mary Subat

John "Red" Edward Subat: Nov. 25, 1915-June 4, 2009 (Clarendon Hills Cemetery)
Mary M. Subat: July 22, 1917-Oct. 14, 2008 (Clarendon Hills Cemetery)

- Throughout their adult life, Red and Mary were very close with his brother Matthew T. Subat (1913-2000), who lived in Kendall County since the early 1970s. Matthew worked for Western Electric and later Langland Realty. Some of Matthew's family is still in the area.
- Their parents were Mate and Johanna (Kruzic) Subat, each born in 1887 and passed respectively in 1924 and 1956. Their brother James Vincent Subat (1914-1968) served in WW II earning a Bronze Star. Family reports say three sisters died young over in Croatia. The three brothers grew up on the south side and were hardworkers and very close with their mom, as their dad killed in a railroad accident when they were young.
- John and Mary were married Jan. 22, 1935. In the early years, they ran a hardware store in Lyons, Ill., before John joined the Army. Following his military service, he was well-known in the insurance and real estate industries in the south/southwest suburbs. They were known for their wise financial management.
- John and Mary had a farm with her father in DuPage County before owning the farmland in Kendall County. They lived at 12340 River Road and the farm was at 12323 River Road.
- They lived here in the late 1960s and early 1970s. They lived on the west side of Eldamain (riverside) and owned one of the islands for a time. Their farmland included the land north of River Road, where the forest preserve structures are today.
- John and Mary had two children Mary Ann in 1940 and John E. Jr. in 1941, and three grandchildren, as well as several great-grandchildren.

John E. Subat Jr.: Dec. 1941-July 1, 2013

- John Jr. passed in 2013 out East where he lived, worked, and raised his two sons Ashley (Rebecca) Subat and Brad (Lisa) Subat.
- John was a dedicated employee of the U.S. Department of Agriculture for 40 years. He
 retired in 2010 to spend more time with family and pursue his hobbies of reading and
 woodworking.
- He was the original catalyst to protect the land as he knew through his work with USDA that there were species to protect there. In the 1970s, he helped his parents understand the land's value and they chose not to drain it for cropland.

Mary Ann (Subat) Candra: July 11, 1940-October 25, 2002 (Clarendon Hills Cemetery)

- Married to George Candra, raised one son Michael, who lives with his wife Peggy and family in Wisconsin.
- Mary Ann lived in the Chicagoland area with her family and passed suddenly (aneurysm) in 2002, spurring the initial dedication to her at the forest preserve site.





To: Kendall County Forest Preserve District's Operation Committee

From: Stefanie Wiencke, Environmental Education and Outreach Division Manager

RE: Ellis Equestrian Center - Operations Updates

Date: March 5, 2025

The District is ready to move forward with hiring the vacant Ellis Equestrian Program Coordinator position.

District staff members worked to complete a program review and evaluation beginning in January of this year.

There are currently qualified District staff members that have expressed interest in the position.

Therefore, the position will be posted internally with a starting salary range between \$17-\$19 per hour depending on experience and qualifications.

The position of the Ellis Equestrian Program Coordinator is a part-time position (under 30 hours per week on average). The earliest starting date for this position will be March 22nd 2025. The salary and benefits for this position are included in the District's operating budget.

Thank you so much,

Stefanie Wiencke

CHAPTER 7 COMPENSATION AND BENEFITS

Section 7.1 WAGE AND SALARY POLICY

A. NON-EXEMPT EMPLOYEES

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States receive at least the federal minimum wage for all hours worked and receive overtime pay, or alternatively for public employees, compensatory time off, at the rate of one and one-half hours for each hour worked over forty (40) in a workweek. Employees who are subject to minimum wage and overtime laws are called "non-exempt." If you are eligible for overtime pay or compensatory time off, you must maintain a record of the total hours you work each day. These hours must be accurately recorded using our time record system.

You should not work any hours outside of your scheduled workday unless your Executive and/or their designee has authorized the unscheduled work in advance. Do not start early, finish late, work during a meal break, or perform any extra work unless you are authorized to do so in advance, and the time is reported on your time-keeping record. You are required to verify that the reported hours worked are complete and accurate and that you have not worked any "off-the-clock" or unrecorded time. Your recorded hours worked must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures and meal breaks. At the end of each workweek, you should submit your completed time record to your immediate supervisor for verification and approval. Thereafter, the immediate supervisor shall promptly forward the timesheet to the Designated HR Representative. When you receive each paycheck, please verify immediately that you were paid correctly for all regular and overtime hours worked during the payroll period.

B. EXEMPT EMPLOYEES

Section 13(a)(1) of the FLSA, however, provides an exemption from both minimum wage and overtime pay for employees employed as bona fide <u>executive</u>, <u>administrative</u>, <u>professional</u>, and <u>outside sales</u> employees. Section 13(a)(1) and Section 13(a) (17) also exempt certain <u>computer</u> employees. Job titles do not determine exempt status. In order for an employee to qualify as "exempt" from minimum wage and overtime, an employee's specific job duties and salary must meet all the requirements of the Department of Labor's regulations. If you are classified as an exempt, salaried employee, you will receive a salary, which is intended to compensate you for all hours that you may work for the Employer. This salary will be set at the time of hire or whenever you become classified as an exempt employee. Your salary may be subject to review and modification from time to time, such as during salary review time.

Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work,

regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Deductions from an exempt employee's pay are permissible under the following circumstances:

- When an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- For absences of one or more full days due to sickness or disability if the deductions are made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness:
- To offset amounts employees, receive as jury or witness fees or for military pay;
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions;
- In the initial or terminal week of employment in the event you work less than a full week;
- For penalties imposed in good faith for infractions of safety rules of major significance; and
- For weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

An exempt employee's salary may also be reduced for certain types of deductions such as their portion of health, dental or life insurance premiums, state, federal or local taxes, social security, IMRF, etc.

Please note that you will be required to use accrued vacation, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness, or disability.

It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit any member of management from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the Employer does not allow improper salary deductions that violate the FLSA.

C. ACCURATE TIME-KEEPING

It is a violation of this policy for any employee to falsify a time-keeping record or to alter another employee's time-keeping record. It is a violation of the Employer's policy for another employee to instruct an employee to incorrectly or falsely report hours worked or alter another employee's time-keeping record to over- or under-report hours worked. If any employee instructs you to violate this policy, do not do so. You are to report it immediately to your immediate supervisor, the Executive, and/or the County Administrator.

D. REPORTING ERRORS OR IMPROPER DEDUCTIONS

We make every effort to ensure that all of our employees are paid correctly. Occasionally, however, an inadvertent error can occur. Please review your paystub every pay period. If you find an error, please call it to our attention immediately by reporting it to the immediate supervisor, your designated

HR Representative, and the Kendall County Treasurer's Office (who performs payroll functions for employees). Also, if you believe that an improper deduction has been made from your wages, you should immediately report this to your immediate supervisor and/or designated HR Representative, and the Kendall County Treasurer's Office. Reports of errors or improper deductions will be promptly investigated. If it is determined that an error or improper deductions has occurred, it will be promptly corrected, and you will be promptly reimbursed for any improper deduction made. No employee will be retaliated against for reporting violations of this policy or for cooperating in an investigation of a reported violation.

Section 7.2 REIMBURSEMENT POLICY

Pursuant to the Illinois Wage Payment and Collection Act, the Employer will reimburse an employee for all necessary expenditures or losses incurred by the employee within the employee's scope of employment and directly related to the services performed for the Employer. "Necessary expenditures" means all reasonable expenditures or losses required of the employee in the discharge of employment duties and that inure to the primary benefit of the Employer. However, the Employer is not responsible for losses due to an employee's own negligence, losses due to normal wear, or losses due to theft unless the theft was a result of the employer's negligence.

A. REIMBURSABLE NECESSARY EXPENDITURES

The following is a non-exhaustive list of expenditures that, depending on an employee's assigned job duties, may be authorized or required in writing by the Executive, and if so, could qualify as "necessary expenditures" subject to reimbursement pursuant to the terms and conditions of this policy:

- Membership fees in professional organizations, which are pre-approved in writing by the Executive;
- Registration fees for required business conferences and workshops, which are preapproved in writing by the Executive;
- Cell phone expenses, which are pre-approved in writing by the Executive;
- Copying costs, which are pre-approved in writing by the Executive;
- Postage costs, which are pre-approved in writing by the Executive; and
- Office supplies that are pre-approved in writing by the Executive and that required for the employee to perform the employee's assigned job duties.

In addition to the above, the following travel-related expenses might, depending on an employee's assigned job duties, be authorized or required in writing by the Executive and, if so, could qualify as "necessary expenditures" subject to reimbursement pursuant to the terms and conditions of this policy:

• <u>Travel Tickets</u>: Although an employee may obtain travel tickets in advance for approved business-related trips, the employee must receive prior written approval from the Executive before purchasing the travel tickets.

- <u>Lodging</u>: Employees may be reimbursed for reasonable, business-related lodging expenses if an overnight stay is required. However, the employee must receive prior approval in writing from the Executive.
- <u>Mileage</u>: When attending a pre-approved training seminar, business conference and/or other meetings as part of the employee's job duties, which requires the use of the employee's personal vehicle, the employee shall be reimbursed at the mileage rate in accordance with the Internal Revenue Service's established rate, provided the employee has received prior written approval from the Executive When submitting a mileage reimbursement form, the employee shall attach a printout from www.Mapquest.com or comparable website, which shows the total mileage traveled for which the employee is seeking reimbursement pursuant to the terms and conditions of this policy.
- Meals: Employees traveling overnight may be paid a per diem amount designed to cover the cost of three (3) meals per day for all days of travel other than the day of departure and return, provided such expense has been pre-approved in writing by the Executive. Reimbursement for meals within a 30-mile radius of Kendall County is generally not allowable, unless pre-approved in writing by the Executive. the Employer utilizes the per diem rates as established by the U.S. General Services Administration. These per diem rates may be found under the link "Per Diem Rates" at the following website: http://www.gsa.gov. If an employee is attending a conference or some other event and one or more meals are provided to the employee as part of the event, the amount of the employee's per diem shall be prorated based upon the number of meals received at the conference or event.

The employee shall not receive reimbursement for any expenses incurred by the employee's spouse or any other third party traveling with the employee. Also, no employee will be reimbursed for any alcohol or entertainment expenses as such expenses are not necessary expenditures. For purposes of this policy, "entertainment" includes, but is not limited to shows, amusement centers, theaters, circuses, casinos, concerts, and sporting events.

B. REIMBURSEMENT PROCEDURES

1. Employee Must Obtain Pre-Approval Before Incurring The Necessary Expenditure Or Loss.

Before incurring any necessary expenditure or loss, the employee shall be required to obtain written approval from the Executive that (a) the expense is a necessary expenditure or loss that would be subject to reimbursement pursuant to this policy; and (b) if so, what proportion of the necessary expenditure is directly related to the services performed and would be reimbursable. An employee's request for reimbursement may be denied by the Executive if the employee has failed to comply with this requirement prior to incurring the necessary expenditure or loss.

2. Employee Must Submit a Request for Reimbursement with Supporting Documentation.

In order to receive reimbursement for all necessary expenditures, the employee shall submit a request for reimbursement of any necessary expenditure with supporting documentation (i.e., a receipt or MapQuest printout) to the Executive within thirty (30) calendar days after the employee incurred the expense. If supporting documentation is nonexistent, missing, or lost, the employee shall submit a signed statement to the Executive in writing for approval.

C. FAILURE TO COMPLY WITH THE POLICY

If the employee fails to comply with any aspect of this policy, the Executive reserves the right in their sole discretion to deny the employee's request for reimbursement. Only pre-approved necessary expenditures and losses submitted in accordance with this policy will be reimbursed.

Section 7.3 HOLIDAY PAY

All eligible employees will receive time off with pay or will receive holiday pay if required to work on designated holidays. Designated holidays are established annually by the Kendall County Forest Preserve District Board of Commissioners for non-court related departments/offices and by the Chief Judge for court-related departments/offices. Designated holidays may be adjusted from year to year as deemed necessary by the Chief Judge.

Full-time and part-time employees may be eligible for holiday pay. Temporary employees, seasonal employees, interns, and volunteers are not eligible for holiday pay.

To be eligible for time off with holiday pay, the holiday must fall on the employee's regularly scheduled workday.

An eligible full-time employee will be paid for the scheduled holiday at the employee's regular rate of pay as computed for one (1) workday (if the designated holiday is a full workday) or one half (1/2) day (if the designated holiday is a half of a workday). Assuming the holiday falls on the employee's regularly scheduled workday, an eligible part-time employee will receive holiday pay proportionate to the budgeted number of hours (or hours stated in the employee offer letter) the employee would normally work on the holiday (e.g., if the employee is budgeted to work four (4) hours a day, the employee will receive four (4) hours of holiday pay).

If an eligible FLSA non-exempt employee works on a designated holiday, the employee will receive holiday pay plus wages at one and one-half times their regular rate of pay for the hours the employee worked on the holiday.

When a holiday falls during an eligible employee's scheduled vacation period, the employee will be paid for the holiday instead of vacation pay.

An eligible employee who is on FMLA leave or some other form of approved leave on December 1st will still be eligible to receive their paid personal leave days for the fiscal year on December 1st.

For purposes of this policy, a "workday" is the average number of hours an eligible employee budgeted (or stated in an offer letter) to work in a workday.

- Full-time employees budgeted to work a seven and one-half (7 ½) hour each workday during the fiscal year would receive 90 hours of personal leave on December 1st of the fiscal year.
- A part-time employee who is budgeted to work 4 hours each work day would receive 48 hours of personal leave on December 1st of the fiscal year.
- A temporary seasonal employee who is budgeted to work 6 hours a work day for 3 months of the fiscal year would receive 18 hours of personal year for the fiscal year.

The District will evaluate budgeted hours half way into the fiscal year or as positions changes, and award additional personal time as required by policy and submit a PAN form as necessary.

Sick leave and personal leave are one and the same during the fiscal year it is earned and shall be referred to as "personal leave" throughout this policy. Personal leave may be used for any purpose, subject to the provisions in this policy. The number of hours per personal day is 7.5 hours for an employee that works 37.5 hours per week and 8 hours for an employee that works 40 hours per week.

Employees who become "eligible employees" after the first day of the fiscal year will be eligible to receive personal leave as follows:

Commencing work as an "eligible employee"	Number of Personal Days		
Dec., Jan., Feb.	12 personal days		
March, April, May	9 personal days		
June, July, August	6 personal days		
Sept., Oct., Nov.	3 personal days		

C. CARRYOVER OF UNUSED PERSONAL LEAVE ("BANKED SICK LEAVE")

Any accrued personal leave that is not used on or before the last day of the fiscal year it is earned may be carried over by eligible employees to the next fiscal year but may only be carried over as accrued banked sick leave (not personal leave).

Banked sick leave may only be used after all personal days granted in the active fiscal year have been exhausted. Accrued banked sick leave may only be used for one or more of the following reasons:

- The employee is sufficiently ill so that good judgment would determine it best not to report to work;
- The employee cannot report to work due to an illness or injury not arising out of or in the course of their employment;

¹ For purposes of the Illinois Paid Leave for All Workers Act (820 ILCS 192/1 et seq.), this policy is considered a "qualified pre-existing paid leave policy" adopted prior to January 1, 2024

CHAPTER 8 EMPLOYEE LEAVES OF ABSENCE

Section 8.1 PERSONAL AND BANKED SICK LEAVE

Pursuant to the terms of this policy, the Employer provides paid personal leave and banked sick leave to eligible employees (as defined below).¹

There are times that an employee may need time away from work due to illness, injury or to attend to health needs that cannot be addressed during non-working hours. Pursuant to the terms of this policy, the Employer provides paid time off to eligible employees (as defined below) to address these needs.

Personal leave may be used for any purpose, subject to the provisions in this policy. An employee is not required to provide the Employer with a reason for taking personal leave. The Employer will not require the employee to provide documentation or certification of the reason that personal leave was taken. The Employer may require the employee to provide documentation such as a doctor's for sick/personal leave being taken three (3) or more consecutive days. An employee is not required to search for or find a replacement worker to cover the hours during which the employee will take personal leave.

Eligible employees may take personal leave in increments as small as thirty (30) minutes. Eligible employees shall be paid their regular hourly rate for pay of personal leave.

A. ELIGIBLE EMPLOYEES

For purposes of this policy, "eligible employees" includes all full-time employees. Regular part-time employees may earn personal/sick leave, but the amount of personal/sick leave earned is proportionate to their average number of hours worked per month. Sick/Personal and Vacation time can be applied to both FLSA non-exempt full-time and part-time staff up to 37.5 hours a week.

Personal/sick leave is <u>not</u> available to the following employees (who are <u>not</u> eligible employees):

- Interns;
- Volunteers; and
- All other employee classifications not specifically listed as eligible for personal leave or banked sick leave.

If you have questions regarding your eligibility for personal or banked sick leave, please contact your Designated HR Representative.

B. ACCRUAL OF PERSONAL LEAVE

On the first day of each fiscal year (which is currently December 1st) of employment, eligible employees will receive the equivalent of twelve (12) workdays of personal leave.

An eligible employee who is on FMLA leave or some other form of approved leave on December 1st will still be eligible to receive their paid personal leave days for the fiscal year on December 1st.

For purposes of this policy, a "workday" is the average number of hours an eligible employee budgeted (or stated in an offer letter) to work in a workday.

- Full-time employees budgeted to work a seven and one-half (7 ½) hour each workday during the fiscal year would receive 90 hours of personal leave on December 1st of the fiscal year.
- A part-time employee who is budgeted to work 4 hours each work day would receive 48 hours of personal leave on December 1st of the fiscal year.
- A temporary seasonal employee who is budgeted to work 6 hours a work day for 3 months of the fiscal year would receive 18 hours of personal year for the fiscal year.

The District will evaluate budgeted hours half way into the fiscal year or as positions changes, and award additional personal time as required by policy and submit a PAN form as necessary.

Sick leave and personal leave are one and the same during the fiscal year it is earned and shall be referred to as "personal leave" throughout this policy. Personal leave may be used for any purpose, subject to the provisions in this policy. The number of hours per personal day is 7.5 hours for an employee that works 37.5 hours per week and 8 hours for an employee that works 40 hours per week.

Employees who become "eligible employees" after the first day of the fiscal year will be eligible to receive personal leave as follows:

Number of Personal Days

C	ommencing	work	20	an	"aligible	employe	۵۵"
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Dec., Jan., Feb.

March, April, May

9 personal days

June, July, August 6 personal days Sept., Oct., Nov. 3 personal days

C. CARRYOVER OF UNUSED PERSONAL LEAVE ("BANKED SICK LEAVE")

Any accrued personal leave that is not used on or before the last day of the fiscal year it is earned may be carried over by eligible employees to the next fiscal year but may only be carried over as accrued banked sick leave (not personal leave).

Banked sick leave may only be used after all personal days granted in the active fiscal year have been exhausted. Accrued banked sick leave may only be used for one or more of the following reasons:

- The employee is sufficiently ill so that good judgment would determine it best not to report to work;
- The employee cannot report to work due to an illness or injury not arising out of or in the course of their employment;

¹ For purposes of the Illinois Paid Leave for All Workers Act (820 ILCS 192/1 et seq.), this policy is considered a "qualified pre-existing paid leave policy" adopted prior to January 1, 2024

- The employee must attend a medical, optical and/or dental appointment for one or more
 of the following individuals: the employee, the employee's legal spouse, the employee's
 child (birth, adopted or stepchild), or the employee's parent (birth, adopted or
 stepparent); and/or
- The employee is absent due to an FMLA qualifying reason, and the employee is concurrently using FMLA leave for the absence.

Banked sick leave may be accumulated up to a sum not to exceed two hundred forty (240) banked sick leave days.

D. TRADING PERSONAL/BANKED SICK LEAVE

Employees have the option of trading up to a maximum of twelve (12) days of their <u>current</u> annual unused personal leave benefit for one-fourth (1/4) of their daily pay rate of the year of accrual.

Application for this trade must be made in writing no later than October 31 of the fiscal year. Employees wishing to trade their unused personal leave days must request this in writing from their Executive. The Executive will certify the number of days which the employee is entitled to trade and submit this information in writing to the Kendall County Treasurer's Office.

If the employee uses any of these personal days after this trade and prior to the first day of the next fiscal year, they will be deducted from the next fiscal year's twelve (12) personal days. Employees are not eligible to receive personal leave days payback before their probationary period has been successfully completed.

E. NOTIFICATION AND APPROVAL OF PERSONAL/BANKED SICK LEAVE

All requests to use accrued personal/banked sick leave should be made so as to create minimal disruption of work schedules and regular business operations if possible. All requests to use accrued personal/banked sick leave should include the employee's best estimate of the duration of the absence, if possible.

Use of personal/banked sick leave is subject to approval by the employee's Executive. The Executive reserves the right to deny specific requests of certain dates or times requested for personal and/or banked sick leave in order to ensure that the Employer's operational and scheduling needs are met. Disapproved personal leave and/or banked sick leave requests will be promptly returned to the employee with an explanation for the denial of the time off request. The employee must promptly report their absences charged to accrued personal leave and/or banked sick leave in writing to their immediate supervisor and Designated HR Representative for recordkeeping purposes.

If the employee is requesting to use accrued personal/banked sick time for an unforeseeable absence (e.g., the employee becomes ill): The employee should call Designated HR Representative or the employee's immediate supervisor and request the time off as soon as possible <u>but no later than one</u> (1) hour prior to the start of the employee's work shift, unless such notice is not practical and/or such notice requirement has been waived by the Executive.

If the employee is requesting to use accrued personal/banked sick time for a foreseeable absence (e.g., to attend a medical, optical or dental examination appointment or treatment or any other type of

foreseeable absence): The employee should submit their request for time off in writing as soon as possible but no later than twenty four (24) hours prior to the start of the employee's work shift, unless such notice is not practical and/or such notice requirement has been waived by their Executive. Such requests should be submitted in writing first to the employee's immediate supervisor for approval and then forwarded to the Executive for final approval or denial. If the request is approved, the employee should then forward the request and approval to the Designated HR Representative for recordkeeping purposes.

F. MEDICAL CERTIFICATION

As a condition for eligibility for paid personal and/or banked sick leave under this policy, the Executive may require, in their discretion, any employee to submit a healthcare provider's certification of illness or injury if any one or more of the following occurs:

- The employee has been off sick for three (3) or more consecutive workdays;
- The employee has had repeated illnesses of shorter periods;
- The employee calls in sick on the day of, before or after a holiday, vacation day, or day off; or
- In any circumstance where the Employer has a reasonable belief of sick leave abuse by the employee.

The Executive may also require the employee to provide a statement from the employee's healthcare provider indicating the employee is physically able to return to work before an employee may return to work.

In the above circumstances, their Executive may, at their discretion, also require an employee to submit to an examination by a physician designated by the Employer at the Employer's expense.

G. SEPARATION OF EMPLOYMENT

Upon separation of employment, the employee is <u>not</u> entitled to any additional compensation for any unused personal days in the current year and for any accrued banked sick days from prior years. However, retiring IMRF members, 55 years of age and older, may qualify for a maximum of up to one (1) year of additional pension service credit for accrued, unused banked sick leave accumulated at the rate of one (1) month of IMRF pension service credit for every twenty (20) days of accrued, unused banked sick leave or fraction thereof.

Section 8.2 <u>VACATION</u>

All regular full-time employees and part-time employees that are budgeted to work a minimum of twenty (20) hours per week (1,040 hours a fiscal year) are eligible for paid vacation benefits pursuant to the terms of this Vacation Policy.

A. VACATION ACCRUAL FOR FULL-TIME EMPLOYEES

Eligible full-time employees shall earn vacation time in accordance with the following schedule:

0-6 Years of Service 10 vacation days

7-14 Years of Service 15 vacation days

This rate of accrual commences the first day of the month following

the employee's completion of their 6th year of service

15 or More Years of Service 20 vacation days

This rate of accrual commences the first day of the month following

the employee's completion of their 14th year of service

The length of eligible service is calculated on the employee's date of hire. Eligible full-time employees are credited with accrued vacation time after each completed month of service. Employees that transfer from department or elected office to another keep all previous years of service when calculating their total years of service. Employees who leave employment retain their years of service for five (5) years in the event that they return to work for a Kendall County department or elected office. Vacation is accrued monthly at the rate of one-twelfth (1/12) the eligible full-time employee's annual accrual, as outlined in the following table:

AMOUNT OF VACATION TIME DISTRIBUTED TO AN ELIGIBLE FULL-TIME EMPLOYEE ON THE FIRST OF THE MONTH FOLLOWING THEIR COMPLETED MONTH OF SERVICE	ANNUAL TOTAL		
1/12 of Annual Total	10 days		
1/12 of Annual Total	15 days		
1/12 of Annual Total	20 days		
	DISTRIBUTED TO AN ELIGIBLE FULL-TIME EMPLOYEE ON THE FIRST OF THE MONTH FOLLOWING THEIR COMPLETED MONTH OF SERVICE 1/12 of Annual Total 1/12 of Annual Total		

The number of hours per vacation day is 7.5 hours for an employee that works 37.5 hours per week and 8 hours for an employee that works 40 hours per week.

B. VACATION AVAILABILITY FOR PART-TIME EMPLOYEES AND EMPLOYEES ON A LEAVE OF ABSENCE

Part-time employees who are budgeted to work a minimum of one thousand forty (1,040) hours per year and a minimum of twenty (20) hours per work week will be eligible to accrue paid vacation time on a pro rata basis pursuant to the terms of this Vacation Policy. For example, an eligible part-time employee with one (1) year of completed service who works a budgeted workweek of 25 hours per week would accrue 50 vacation hours per fiscal year, which would be distributed at a rate of 4.167 vacation hours per completed month of service.

Employees on a leave of absence for the entire month shall not accrue vacation during their leave of absence unless otherwise required by law.

C. VACATION REQUESTS

All vacation requests shall be in writing and shall be submitted first to the employee's immediate supervisor for approval. If possible, the employee should make their vacation request at least two (2) weeks in advance. If the request is approved, the employee should then forward the request and approval to the Designated HR Representative for recordkeeping purposes. Vacations will be scheduled with prime consideration given to the efficient operation of the Employer. While employee's requests will be honored whenever possible, final approval or denial of vacation requests is in the sole discretion of the Executive.

D. MAXIMUM ACCUMULATION

Employees will be allowed to accrue and carryover no more than 225 hours of accrued but unused vacation at any time, unless approved by the Executive to work down vacation time over the maximum within the four (4) months of the fiscal year. The Executive can approve a temporary extension of the vacation maximum accumulation, with the expectation for the vacation time to be worked down in the first four (4) months of the fiscal year.

E. SEPARATION OF EMPLOYMENT

Upon an employee's separation of employment, the employee will be compensated for all vacation hours that are accrued but unused as of the employee's last day of employment. Such payment shall be made at the employee's current pay rate.

F. HOLIDAYS DURING APPROVED VACATION LEAVE

Whenever a paid holiday falls during an employee's authorized vacation leave, the employee's leave on the date of the paid holiday shall be considered a holiday for payroll purposes and shall not be charged to the employee's accumulated vacation leave.