

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

**TUESDAY, MARCH 11, 2025  
4:30 P.M.**

**KENDALL COUNTY HISTORIC COURTHOUSE – SECOND FLOOR COURTROOM, YORKVILLE IL 60560**

- I. Call to Order
- II. Roll Call: Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- III. Approval of Agenda
- IV. Public Comments
- V. Leadership Team Report
- VI. Motion to Forward Claims to Commission
- VII. Review of Preliminary Financial Statements through February 28, 2025
- VIII. **OLD BUSINESS**
  - A. Hoover Forest Preserve Wastewater Treatment Facilities - IEPA Inspection Results and Updates
  - B. **MOTION:** Approval to Forward Amended Intergovernmental Agreement #24-05 increasing Kendall County - Transportation Alternatives Program Awarded Grant Funds from \$189,000.00 to \$272,000.00 to be Combined with an Anticipated \$200,000.00 Illinois Department of Natural Resources – Regional Trail Program Grant Award to Support Completion of the Hoover-Fox River Bluffs Trail Connection Project to Commission and the Kendall County Board for Approval
- IX. **NEW BUSINESS**
  - A. **MOTION:** Approval to Forward the Amended 2025 Regular Meeting Schedule to Commission for Approval
  - B. **MOTION:** Approval to Forward the 2025 Yorkville Athletic Association License Agreement to Commission
  - C. TC Energy – Build Strong Community Giving Program – Project and Application Recommendations
  - D. **MOTION:** Approval to Forward Farm License Agreement #25-02-001 with Kyle Connell of Morris, Illinois – Baker Woods Forest Preserve Row Crop, Hay Production and 50/50 Crop Share
  - E. **MOTION:** Approval to Forward Three Proposals for Ellis House Exterior Improvements to Commission for Approval
    - 1. DuPage House Painters – Damaged Dryvit Patching for \$300.00
    - 2. Exstream Clean – Exterior Power Washing for \$920.00
  - F. Review of Quotes Received for Ellis House Window Replacements
- X. **OTHER ITEMS OF BUSINESS**
  - A. Grant-Funded Project Updates
    - 1. Subat Nature Center Project Updates
    - 2. Hoover-Fox River Bluffs Forest Preserve Trail Connector Project
    - 3. IEPA Section 319 Dam Removal Project
  - B. Downstate Forest Preserve Act Amendment Legislative Updates – SB1449 and HB2393 - Forest Preserve-Revenue
- XI. Public Comments
- XII. Executive Session
- XIII. Summary of Action Items
- XIV. Adjournment

Kendall County Historic Courthouse - Second Floor Courtroom - 109 W. Ridge Street - Yorkville, Illinois 60560

If special accommodations or arrangements are needed to attend this District meeting, please contact the Administration Office at 630-553-4025 a minimum of 24-hours prior to the meeting time.



To: Kendall County Forest Preserve District Committee of the Whole  
From: KCFPD Leadership Team  
RE: February-March 2025 Leadership Team Report  
Date: March 11, 2025

### **Administrative Projects**

- Executime Transition – In-progress and on track for transition after March 22, 2025.
- Wesley Hughes remainder estate – Disbursement anticipated after March 31, 2025 estate closings.
- ANR Pipeline Easement Agreement – expecting updated redline for presentation to Finance March.
- RTP trail survey work is scheduled. IGA draft amendment increasing KC-TAP funds completed for Committee of the Whole review.
- OSLAD grant 2-month extension will be requested to ensure sufficient time to finish out the project's boardwalk and exhibits.
- Working to submit ComEd Green Region grant application (March 28 deadline) and TC Energy grant applications.

### **Grounds and Natural Resources Updates**

- Connell – Baker Woods license renewal has been prepared for approval.
- Kaeser Compressors is scheduled for service of the two treatment pond aerators for \$6,876.90.
- Working to address corrective actions required, and draft a letter of compliance with IEPA based on the Hoover wastewater treatment facilities inspection results.

### **Education Updates**

- Subat Nature Center Progress
  - Exhibit narrative(s) and design feedback submitted.
  - Waiting to receive mock-up template for interpretive signs.
- Sap to Syrup family program took place on March 8.
- School field trip program bookings exceeding the prior year.
- Summer camp enrollments continue to increase.

### **Remaining License/Lease Renewals**

- Yorkville Athletic Association / Yorkville Fury License Renewal (March)
- Baker Woods Farm License Agreement (March)
- Hoover Grounds Maintenance Supervisor and Resident Lease (March)

### **Grant-Funded Projects/Applications Pending**

- IDNR-RTP Grant –NOSA Anticipated in March 2025
  - KC Highway revisions incorporated into final plans.
  - Change order trail corridor survey scheduled for the week of March 17.
- IEPA-Section 319 Grant – grant award announcements - TBD

- ComEd-Green Region Grant – application due March 28, 2025
- TC Energy - \$25,000 – project TBD
- IDNR Habitat Grant (Summer 2025 Application)

**Forest Foundation of Kendall County**

- Examining business plans and opportunities to expand the Tree Memorials Program.
- Sponsoring a floristic quality inventory study of Millbrook North Forest Preserve.

# Kendall County



## INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 5305

NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
PENDING UNPAID INVOICES								
124	00000 BARRETT'S ECOWAT	0010381031525		031525F	56.46	.00	.00	
CASH 000008	2025/03 INV 02/20/2025	SEP-CHK: Y						
ACCT 1Y210	DEPT 11 DUE 03/20/2025	DESC: Ellis water Delivery			19001160	68580	56.46	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 124/61535								
* Invoice must be approved or voided to post.								
506	00000 ELBURN NAPA, INC	486003152025		031525F	326.38	.00	.00	
CASH 000008	2025/03 INV 02/28/2025	SEP-CHK: Y						
ACCT 1Y210	DEPT 11 DUE 03/15/2025	DESC: Vehicle equipment and supplies			19001183	62160	326.38	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 506/61648								
* Invoice must be approved or voided to post.								
541	00000 FIRST NATIONAL B	3443wienckeFeb2025		031525F	230.37	.00	.00	
CASH 000008	2025/03 INV 03/03/2025	SEP-CHK: Y						
ACCT 1Y210	DEPT 11 DUE 03/28/2025	DESC: Wiencke Credit Card Feb 2025			190011	68430	39.97	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/61645								
* Invoice must be approved or voided to post.								
541	00000 FIRST NATIONAL B	9181vickFeb2025		031525F	329.27	.00	.00	
CASH 000008	2025/03 INV 03/03/2025	SEP-CHK: Y						
ACCT 1Y210	DEPT 11 DUE 03/28/2025	DESC: Vick Credit Card Feb 2025			19001160	62000	22.51	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/61658								
* Invoice must be approved or voided to post.								
541	00000 FIRST NATIONAL B	5931whiteFeb2025		031525F	490.50	.00	.00	
CASH 000008	2025/03 INV 03/03/2025	SEP-CHK: Y						
ACCT 1Y210	DEPT 11 DUE 03/28/2025	DESC: White Credit Card Feb 2025			190011	62040	490.50	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/61664								
* Invoice must be approved or voided to post.								

# Kendall County



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NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
541	00000 FIRST NATIONAL B 3583GuritzFeb2025	031525F			935.72	.00	.00	
CASH 000008	2025/03 INV 03/03/2025 SEP-CHK: Y DISC: .00					19001164 63000	750.51	1099:
ACCT 1Y210	DEPT 11 DUE 03/28/2025 DESC:Guritz Credit Card Feb 2025					19001183 63540	185.21	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	541/61667							
* Invoice must be approved or voided to post.								
678	00001 GRAINCO F.S. INC 702012896	031525F			1,264.62	.00	.00	
CASH 000008	2025/03 INV 02/28/2025 SEP-CHK: Y DISC: .00					19001183 62180	1,264.62	1099:
ACCT 1Y210	DEPT 11 DUE 03/26/2025 DESC:Ellis Propane							
CONDITIONS THAT PREVENT POSTING INVOICE	678/61731							
* Invoice must be approved or voided to post.								
1007	00000 ILLINOIS COUNTIE R-41000669-242531525	031525F			10,631.00	.00	.00	
CASH 000008	2025/03 INV 03/01/2025 SEP-CHK: Y DISC: .00					190011 68000	10,631.00	1099:
ACCT 1Y210	DEPT 11 DUE 03/15/2025 DESC:Liability Ins. installment 5 of 6							
CONDITIONS THAT PREVENT POSTING INVOICE	1007/61492							
* Invoice must be approved or voided to post.								
1060	00000 JOHN DEERE FINAN 11113-29745031525	031525F			85.71	.00	.00	
CASH 000008	2025/03 INV 02/27/2025 SEP-CHK: Y DISC: .00					19001183 62160	20.97	1099:
ACCT 1Y210	DEPT 11 DUE 03/19/2025 DESC:Various grounds supplies and equipment n					19001183 63110	64.74	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	1060/61707							
* Invoice must be approved or voided to post.								
1199	00000 KLUBER, INC. 9434	031525F			17,559.05	.00	.00	
CASH 000008	2025/03 INV 02/28/2025 SEP-CHK: Y DISC: .00					190411 62150	17,559.05	1099:
ACCT 1Y210	DEPT 11 DUE 03/15/2025 DESC:Subat-Architect and Engineering Services					FP ENDOW -S-NC	-	
CONDITIONS THAT PREVENT POSTING INVOICE	1199/61690							
* Invoice must be approved or voided to post.								

# Kendall County



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VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
1323	00000 MENARDS	18433		031525F	1,096.00	.00	.00	
CASH 000008	2025/03	INV 02/19/2025	SEP-CHK: Y	DISC: .00	19001171	63120	1,096.00	1099:
ACCT 1Y210	DEPT 11	DUE 03/15/2025	DESC:Gas Range, Dishwasher for Hoover Residence					
CONDITIONS THAT PREVENT POSTING INVOICE		1323/61531						
* Invoice must be approved or voided to post.								
1323	00000 MENARDS	18449		031525F	101.64	.00	.00	
CASH 000008	2025/03	INV 02/20/2025	SEP-CHK: Y	DISC: .00	19001183	63110	101.64	1099:
ACCT 1Y210	DEPT 11	DUE 03/15/2025	DESC:Mat, batteries, socket, hex keys					
CONDITIONS THAT PREVENT POSTING INVOICE		1323/61532						
* Invoice must be approved or voided to post.								
1323	00000 MENARDS	18518		031525F	46.39	.00	.00	
CASH 000008	2025/03	INV 02/21/2025	SEP-CHK: Y	DISC: .00	19001160	68580	46.39	1099:
ACCT 1Y210	DEPT 11	DUE 03/15/2025	DESC:Toilet paper, soap, Lyso1 spray, batteries					
CONDITIONS THAT PREVENT POSTING INVOICE		1323/61534						
* Invoice must be approved or voided to post.								
1323	00000 MENARDS	19139		031525F	139.43	.00	.00	
CASH 000008	2025/03	INV 03/03/2025	SEP-CHK: Y	DISC: .00	19001162	68580	139.43	1099:
ACCT 1Y210	DEPT 11	DUE 03/15/2025	DESC:wheelbarrow, sponges, wipers					
CONDITIONS THAT PREVENT POSTING INVOICE		1323/61646						
* Invoice must be approved or voided to post.								
1323	00000 MENARDS	19186		031525F	48.96	.00	.00	
CASH 000008	2025/03	INV 03/04/2025	SEP-CHK: Y	DISC: .00	19001183	68530	48.96	1099:
ACCT 1Y210	DEPT 11	DUE 03/15/2025	DESC:Top rail, deck mounts					
CONDITIONS THAT PREVENT POSTING INVOICE		1323/61647						
* Invoice must be approved or voided to post.								
1323	00000 MENARDS	18814		031525F	119.85	.00	.00	
CASH 000008	2025/03	INV 02/26/2025	SEP-CHK: Y	DISC: .00	19001171	63120	86.86	1099:
ACCT 1Y210	DEPT 11	DUE 03/15/2025	DESC:drain, faucet, screws, hardware cloth		19001183	68530	32.99	1099:

# Kendall County



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NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 1323/61655									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	18748		031525F	36.77		.00	.00	
CASH 000008	2025/03	INV 02/25/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 03/15/2025	DESC:Drain opener, auger			19001171	63120	36.77	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/61669									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	19184		031525F	10.58		.00	.00	
CASH 000008	2025/03	INV 03/04/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 03/15/2025	DESC:Hex bolts			19001183	62160	10.58	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/61671									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	18802		031525F	36.48		.00	.00	
CASH 000008	2025/03	INV 02/26/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 03/15/2025	DESC:drain powder, drill auger			19001171	63120	12.49	1099:
						19001183	63110	23.99	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/61672									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	19295		031525F	90.83		.00	.00	
CASH 000008	2025/03	INV 03/06/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 03/15/2025	DESC:Rollers, ubolt, caribiner, salt, metal c			19001171	63120	37.01	1099:
						19001183	68530	53.82	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/61694									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	19292		031525F	50.54		.00	.00	
CASH 000008	2025/03	INV 03/06/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 03/15/2025	DESC:Cleaner, lime and rust remover			19001171	63110	50.54	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1323/61696									
* Invoice must be approved or voided to post.									

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VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
1452	00000 NICOR	28235299733031525	031525F		194.74		.00	.00	
CASH 000008	2025/03 INV 02/18/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 04/07/2025	DESC:Nicor Moonseed			19001171	63090		194.74	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	1452/61539								
* Invoice must be approved or voided to post.									
1605	00000 RIEMENSCHNEIDER	13247	031525F		583.59		.00	.00	
CASH 000008	2025/03 INV 02/19/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 03/15/2025	DESC:Hoover Lagoon Control Panel			19001171	63120		583.59	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	1605/61536								
* Invoice must be approved or voided to post.									
1655	00000 SERVICE SANITATI	50-493234031525	031525F		455.31		.00	.00	
CASH 000008	2025/03 INV 02/28/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 03/15/2025	DESC:Portable Restroom Services			19001183	63070		455.31	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	1655/61530								
* Invoice must be approved or voided to post.									
1665	00000 SHAW MEDIA	10085118031525	031525F		59.99		.00	.00	
CASH 000008	2025/03 INV 02/28/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 03/31/2025	DESC:Website Hosting			190011	62150		59.99	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	1665/61735								
* Invoice must be approved or voided to post.									
1668	00000 SHERWIN-WILLIAMS	4086-7	031525F		247.39		.00	.00	
CASH 000008	2025/03 INV 03/05/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 03/15/2025	DESC:Paint for spreader			19001183	62160		247.39	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	1668/61733								
* Invoice must be approved or voided to post.									
1849	00001 VERIZON	6106404335	031525F		177.08		.00	.00	
CASH 000008	2025/03 INV 02/19/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 03/11/2025	DESC:Cell Phone and Internet Services			19001183	63540		177.08	1099:



# Kendall County



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NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 1849/61540									
* Invoice must be approved or voided to post.									
1871	00000 JESSICA VOSBURGH	031525F			36.41		.00	.00	
CASH 000008	2025/03 INV 03/06/2025	SEP-CHK: Y	DISC: .00					26.69	1099:
ACCT 1Y210	DEPT 11 DUE 03/15/2025	DESC:Reimbursement for supply purchases						9.72	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1871/61644									
* Invoice must be approved or voided to post.									
1937	00000 WIRE WIZARD OF I	364713			180.00		.00	.00	
CASH 000008	2025/03 INV 03/01/2025	SEP-CHK: Y	DISC: .00					180.00	1099:
ACCT 1Y210	DEPT 11 DUE 04/01/2025	DESC:Pickerill Alarm Monitoring							
CONDITIONS THAT PREVENT POSTING INVOICE 1937/61700									
* Invoice must be approved or voided to post.									
1937	00000 WIRE WIZARD OF I	364712			180.00		.00	.00	
CASH 000008	2025/03 INV 03/01/2025	SEP-CHK: Y	DISC: .00					180.00	1099:
ACCT 1Y210	DEPT 11 DUE 04/01/2025	DESC:Meadowhawk Alarm Monitoring							
CONDITIONS THAT PREVENT POSTING INVOICE 1937/61701									
* Invoice must be approved or voided to post.									
1937	00000 WIRE WIZARD OF I	364714			105.00		.00	.00	
CASH 000008	2025/03 INV 03/01/2025	SEP-CHK: Y	DISC: .00					105.00	1099:
ACCT 1Y210	DEPT 11 DUE 04/01/2025	DESC:Rookery Alarm Monitoring							
CONDITIONS THAT PREVENT POSTING INVOICE 1937/61702									
* Invoice must be approved or voided to post.									
1950	00000 YORKVILLE ACE &	400515031525			79.96		.00	.00	
CASH 000008	2025/03 INV 02/28/2025	SEP-CHK: Y	DISC: .00					79.96	1099:
ACCT 1Y210	DEPT 11 DUE 03/31/2025	DESC:Propane							
CONDITIONS THAT PREVENT POSTING INVOICE 1950/61668									
* Invoice must be approved or voided to post.									

# Kendall County



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VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
2047	00000 COMED	23461890000031525		031525F	1,576.52		.00	.00	
CASH 000008	2025/03	INV 02/18/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 04/21/2025	DESC:ComEd Ellis House		19001160	62270		1,576.52	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/61537									
* Invoice must be approved or voided to post.									
2047	00000 COMED	10178790000031525		031525F	4.27		.00	.00	
CASH 000008	2025/03	INV 02/18/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 04/21/2025	DESC:ComEd Baker Woods		190011	63510		4.27	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/61538									
* Invoice must be approved or voided to post.									
2047	00000 COMED	661102222031525		031525F	30.98		.00	.00	
CASH 000008	2025/03	INV 02/25/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 04/28/2025	DESC:ComEd Jay Woods		190011	63510		30.98	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/61652									
* Invoice must be approved or voided to post.									
2047	00000 COMED	94385650000031525		031525F	19.58		.00	.00	
CASH 000008	2025/03	INV 02/27/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 03/21/2025	DESC:ComEd Pickerill Shelter		19001184	63100		19.58	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/61653									
* Invoice must be approved or voided to post.									
2047	00000 COMED	28734790000031525		031525F	31.13		.00	.00	
CASH 000008	2025/03	INV 02/27/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 04/28/2025	DESC:ComEd Richard Young		190011	63510		31.13	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/61703									
* Invoice must be approved or voided to post.									
2047	00000 COMED	79918650000031525		031525F	135.55		.00	.00	
CASH 000008	2025/03	INV 02/28/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 04/29/2025	DESC:ComEd Harris		190011	63510		135.55	1099:

# Kendall County



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NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 2047/61704									
* Invoice must be approved or voided to post.									
2047	00000 COMED	1565665111031525		031525F	1,095.52		.00	.00	
CASH 000008	2025/03	INV 02/28/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 03/24/2025	DESC:ComEd Pickertill House		19001184	63100		1,095.52	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/61705									
* Invoice must be approved or voided to post.									
2047	00000 COMED	0616965000031525		031525F	35.66		.00	.00	
CASH 000008	2025/03	INV 02/28/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 04/29/2025	DESC:ComEd Harris Arena		190011	63510		35.66	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/61706									
* Invoice must be approved or voided to post.									
2057	00000 MATTHEW CAVINESS	12024405		031525F	520.00		.00	.00	
CASH 000008	2025/03	INV 02/21/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 03/15/2025	DESC:Ellis Horse Nail trims, shoes		19001164	63020		520.00	1099:N
CONDITIONS THAT PREVENT POSTING INVOICE 2057/61493									
* Invoice must be approved or voided to post.									
2170	00000 ANTOINETTE WHITE	SpringI2025Tuition		031525F	3,590.40		.00	.00	
CASH 000008	2025/03	INV 02/26/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 03/15/2025	DESC:Spring I 2025 Tuition Reimbursement		190011	62040		3,590.40	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2170/61541									
* Invoice must be approved or voided to post.									
2197	00000 NEWARK SANITARY	071112		031525F	600.00		.00	.00	
CASH 000008	2025/03	INV 03/05/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11	DUE 03/15/2025	DESC:Hoover Water Samples		19001171	62270		600.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2197/61670									
* Invoice must be approved or voided to post.									

# Kendall County



## INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 5305

NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
3131	00000 GROOT INC	14044083T102		031525F	294.37	.00	.00	
CASH 000008	2025/03 INV 03/01/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11 DUE 03/15/2025	DESC:Waste and Recycling Services				19001168 63070	74.58	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	3131/61699					19001183 63070	219.79	1099:
* Invoice must be approved or voided to post.								
3379	00000 YORKVILLE HEATIN 14816-1			031525F	49.00	.00	.00	
CASH 000008	2025/03 INV 02/24/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11 DUE 03/15/2025	DESC:Furnace Service call				19001171 63120	49.00	1099:N
CONDITIONS THAT PREVENT POSTING INVOICE	3379/61529							
* Invoice must be approved or voided to post.								
3380	00000 AMAZON CAPITAL S 1T7Y-D31L-3QKX			031525F	62.97	.00	.00	
CASH 000008	2025/03 INV 02/25/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11 DUE 03/27/2025	DESC:Batteries, paint				19001178 63030	62.97	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	3380/61526							
* Invoice must be approved or voided to post.								
3380	00000 AMAZON CAPITAL S 1P9L-F3K9-C7KQ			031525F	45.73	.00	.00	
CASH 000008	2025/03 INV 02/26/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11 DUE 03/28/2025	DESC:Dry Erase board and accessories				19001183 63110	45.73	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	3380/61527							
* Invoice must be approved or voided to post.								
3380	00000 AMAZON CAPITAL S 1JNC-TYN6-4HN6			031525F	89.38	.00	.00	
CASH 000008	2025/03 INV 02/24/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11 DUE 03/26/2025	DESC:Magnifying glasses, Moss				19001178 63030	29.99	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	3380/61528					19001180 63030	59.39	1099:
* Invoice must be approved or voided to post.								
3380	00000 AMAZON CAPITAL S 1PG4-9YFW-61N3			031525F	13.52	.00	.00	
CASH 000008	2025/03 INV 03/06/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/05/2025	DESC:Do Not Enter Sign				19001161 68580	13.52	1099:

Report generated: 03/11/2025 08:55  
User: jgranholm  
Program ID: apinvent

## INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 5305

NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 3380/61643								
* Invoice must be approved or voided to post.								
3380	00000 AMAZON CAPITAL S 19Q4-HWLW-XW1T			031525F	115.32	.00	.00	
CASH 000008	2025/03 INV 02/28/2025 SEP-CHK: Y DISC: .00							
ACCT 1Y210	DEPT 11 DUE 03/30/2025 DESC:Sap to Syrup Supplies				19001179	63030	115.32	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3380/61649								
* Invoice must be approved or voided to post.								
3380	00000 AMAZON CAPITAL S 1HCX-YPCM-9M76			031525F	13.91	.00	.00	
CASH 000008	2025/03 INV 03/03/2025 SEP-CHK: Y DISC: .00							
ACCT 1Y210	DEPT 11 DUE 04/02/2025 DESC:Baby wipes				19001179	63030	13.91	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3380/61654								
* Invoice must be approved or voided to post.								
3380	00000 AMAZON CAPITAL S 1LT4-YYQ9-CVV6			031525F	199.30	.00	.00	
CASH 000008	2025/03 INV 03/10/2025 SEP-CHK: Y DISC: .00							
ACCT 1Y210	DEPT 11 DUE 04/09/2025 DESC:Pickerrill Furnace Filters				19001183	63110	199.30	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3380/61729								
* Invoice must be approved or voided to post.								
3837	00000 T-MOBILE 990345112031525			031525F	94.24	.00	.00	
CASH 000008	2025/03 INV 03/01/2025 SEP-CHK: Y DISC: .00							
ACCT 1Y210	DEPT 11 DUE 03/22/2025 DESC:Ooma Device				19001183	63540	94.24	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3837/61651								
* Invoice must be approved or voided to post.								
3837	00000 T-MOBILE 982008249031525			031525F	284.51	.00	.00	
CASH 000008	2025/03 INV 02/22/2025 SEP-CHK: Y DISC: .00							
ACCT 1Y210	DEPT 11 DUE 03/22/2025 DESC:Cell phone services				19001183	63540	284.51	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3837/61736								
* Invoice must be approved or voided to post.								

# Kendall County

## INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 5305

NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
4197	00000 HONEY BEE ACRES	1008		031525F	90.00	.00	.00	
CASH 000008	2025/03 INV 02/23/2025	SEP-CHK: Y	DISC: .00					
ACCT 1V210	DEPT 11 DUE 03/25/2025	DESC:Incubator Rental			19001178	63030	90.00	1099:N
CONDITIONS THAT PREVENT POSTING INVOICE 4197/61533								
* Invoice must be approved or voided to post.								
4631	00000 GRNE NELNET HOLD CI-000438038			031525F	124.11	.00	.00	
CASH 000008	2025/03 INV 02/28/2025	SEP-CHK: Y	DISC: .00					
ACCT 1V210	DEPT 11 DUE 03/15/2025	DESC:Pickerill Solar			19001184	63100	124.11	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 4631/61642								
* Invoice must be approved or voided to post.								
5244	00000 MEGAN FAHRORTH-W 91			031525F	250.00	.00	.00	
CASH 000008	2025/03 INV 03/15/2025	SEP-CHK: Y	DISC: .00					
ACCT 1V210	DEPT 11 DUE 03/15/2025	DESC:Meadowhawk Lodge Sec Dep Refund			19001171	63040	250.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 5244/61524								
* Invoice must be approved or voided to post.								
5245	00000 MARILEE HERNANDE 136			031525F	260.00	.00	.00	
CASH 000008	2025/03 INV 03/10/2025	SEP-CHK: Y	DISC: .00					
ACCT 1V210	DEPT 11 DUE 03/15/2025	DESC:Meadowhawk Sec Dep Refund			19001171	63040	260.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 5245/61525								
* Invoice must be approved or voided to post.								
5246	00000 WILLIAM MOONEY 209			031525F	100.00	.00	.00	
CASH 000008	2025/03 INV 03/15/2025	SEP-CHK: Y	DISC: .00					
ACCT 1V210	DEPT 11 DUE 03/15/2025	DESC:Kingfisher Sec Dep Refund			19001171	63040	100.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 5246/61524								
* Invoice must be approved or voided to post.								
59 PENDING UNPAID INVOICES					TOTAL	45,711.99		

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 5305

NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
0	INVOICE(S)			REPORT POST TOTAL	.00				

REPORT TOTALS .00





# Kendall County



## FY25 YTD REPORT

FOR 2025 03

ACCOUNTS FOR:		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900	Forest Preserve							
<b>190011 Forest Preserve</b>								
190011	41010 Current Property Tax	-799,269	-799,269	.00	.00	.00	-799,269.00	.0%*
190011	41350 Interest Income	-17,532	-17,532	-2,009.33	-578.79	.00	-15,522.67	11.5%*
190011	42250 Revenue	-149,058	-149,058	.00	.00	.00	-149,058.00	.0%*
190011	42860 Donations	-5,000	-5,000	-3,100.00	-100.00	.00	-1,900.00	62.0%*
190011	42930 Farm License Revenue	-134,000	-134,000	.00	.00	.00	-134,000.00	.0%*
190011	42940 Credit Card Fee	-6,000	-6,000	-3,884.69	-2,217.03	.00	-2,115.31	64.7%*
190011	51090 Salaries - Per Diem	5,500	5,500	.00	.00	.00	5,500.00	.0%
190011	51390 Salaries - Full Time	200,721	200,721	46,325.64	15,441.88	.00	154,395.36	23.1%
190011	51470 Salaries - Stipends	6,120	6,120	1,412.28	470.76	.00	4,707.72	23.1%
190011	61160 Transf. to IMRF Fund	13,322	13,322	2,425.54	.00	.00	10,896.46	18.2%
190011	61170 Transf. to SSI Fund	15,825	15,825	2,992.96	.00	.00	12,832.04	18.9%
190011	61230 Transf. to HealthCare	53,286	53,286	13,884.36	.00	.00	39,401.64	26.1%
190011	62000 Office Supplies	7,000	7,000	2,536.25	833.05	.00	4,463.75	36.2%
190011	62030 Dues	500	500	500.00	.00	.00	.00	100.0%
190011	62040 Conferences	11,940	11,940	799.00	45.00	.00	11,141.00	6.7%
190011	62090 Legal Publications	1,000	1,000	.00	.00	.00	1,000.00	.0%
190011	62150 Contractual Services	156,394	156,394	299.16	59.99	.00	156,094.84	.2%
190011	63510 Electric	3,135	3,135	676.56	289.75	.00	2,458.44	21.6%
190011	64900 Auditing & Accounting	12,500	12,500	.00	.00	.00	12,500.00	.0%
190011	68000 Liability Insurance P	87,596	87,596	66,344.00	10,631.00	.00	21,252.00	75.7%
190011	68340 Farm Lease Contract	1	1	.00	.00	.00	1.00	.0%
190011	68430 Marketing / Publicity	1,200	1,200	.00	.00	.00	1,200.00	.0%
190011	68440 Newsletter	450	450	.00	.00	.00	450.00	.0%
190011	68500 Project Fund Expenses	5,000	5,000	3,100.00	100.00	.00	1,900.00	62.0%
190011	68540 Contributions	2,600	2,600	2,000.00	2,000.00	.00	600.00	76.9%
190011	68560 Credit Card Fee	6,000	6,000	4,475.31	2,055.16	.00	1,524.69	74.6%
TOTAL Forest Preserve		-520,769	-520,769	138,777.04	29,030.77	.00	-659,546.04	-26.6%

### 19001160 Ellis House

19001160	51390 Salaries - Full Tim	11,275	11,275	2,601.96	867.32	.00	8,673.04	23.1%
19001160	62000 Office supplies	600	600	216.69	22.51	.00	383.31	36.1%
19001160	62270 Utilities	6,350	6,350	3,143.94	113.89	.00	3,206.06	49.5%
19001160	63050 Employer Contr. SSI	1,589	1,589	298.56	.00	.00	1,290.44	18.8%
19001160	68580 Grounds and Mainten	4,250	4,250	1,885.42	277.71	.00	2,364.58	44.4%

TOTAL Ellis House

.00 15,917.43 33.9%

### 19001161 Ellis Barn



# Kendall County



## FY25 YTD REPORT

FOR 2025 03

ACCOUNTS FOR: 1900	Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
19001161 51390	Salaries - Full Tim	11,275	11,275	2,601.96	867.32	.00	8,673.04	23.1%
19001161 62270	Utilities	6,350	6,350	.00	.00	.00	6,350.00	.0%
19001161 63050	Employer Contr. SSI	1,589	1,589	298.56	.00	.00	1,290.44	18.8%
19001161 68580	Grounds and Mainten	3,200	3,200	.00	.00	.00	3,200.00	.0%
TOTAL Ellis Barn		22,414	22,414	2,900.52	867.32	.00	19,513.48	12.9%
19001162 Ellis Grounds								
19001162 42250	Revenue	-32,000	-32,000	.00	.00	.00	-32,000.00	.0%*
19001162 51390	Salaries - Full Tim	22,551	22,551	5,203.98	1,734.66	.00	17,347.02	23.1%
19001162 63050	Employer Contr. SSI	3,178	3,178	597.16	.00	.00	2,580.84	18.8%
19001162 68580	Grounds and Mainten	6,400	6,400	816.86	185.46	.00	5,583.14	12.8%
TOTAL Ellis Grounds		129	129	6,618.00	1,920.12	.00	-6,489.00	5130.2%
19001163 Ellis Camps								
19001163 42250	Revenue	-13,750	-13,750	-11,075.00	-11,075.00	.00	-2,675.00	80.5%*
19001163 51160	Salaries - Part Tim	6,201	6,201	1,060.15	382.90	.00	5,140.85	17.1%
19001163 63030	Program Supplies	450	450	.00	.00	.00	450.00	.0%
19001163 63040	Security Deposit Re	1	1	.00	.00	.00	1.00	.0%
19001163 63050	Employer Contr. SSI	743	743	74.44	.00	.00	668.56	10.0%
TOTAL Ellis Camps		-6,355	-6,355	-9,940.41	-10,692.10	.00	3,585.41	156.4%
19001164 Ellis Riding Lessons								
19001164 42250	Revenue	-63,800	-63,800	-8,542.50	-2,167.00	.00	-55,257.50	13.4%*
19001164 42860	Donations	-1	-1	.00	.00	.00	-1.00	.0%*
19001164 51160	Salaries - Part Tim	53,151	53,151	9,213.03	3,377.34	.00	43,937.97	17.3%
19001164 63000	Animal Care & Suppl	12,000	12,000	3,110.11	2,018.90	.00	8,889.89	25.9%
19001164 63010	Horse Acquisition &	1	1	.00	.00	.00	1.00	.0%
19001164 63020	Vet & Farrier	9,000	9,000	.00	.00	.00	9,000.00	.0%
19001164 63040	Security Deposit Re	1	1	.00	.00	.00	1.00	.0%
19001164 63050	Employer Contr. SSI	6,365	6,365	733.72	.00	.00	5,631.28	11.5%
TOTAL Ellis Riding Lessons		16,717	16,717	4,514.36	3,229.24	.00	12,202.64	27.0%

# Kendall County



## FY25 YTD REPORT

FOR 2025 03

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
<b>19001165 Ellis Birthday Parties</b>							
19001165 42250 Revenue	-6,000	-6,000	-1,676.00	-200.00	.00	-4,324.00	27.9%*
19001165 51160 Salaries - Part Tim	4,429	4,429	757.39	273.55	.00	3,671.61	17.1%
19001165 63030 Program Supplies	450	450	103.47	.00	.00	346.53	23.0%
19001165 63050 Employer Contr. SSI	530	530	78.13	.00	.00	451.87	14.7%
<b>TOTAL Ellis Birthday Parties</b>	-591	-591	-737.01	73.55	.00	146.01	124.7%
<b>19001166 Ellis Public Programs</b>							
19001166 42250 Revenue	-3,000	-3,000	-540.00	-540.00	.00	-2,460.00	18.0%*
19001166 51160 Salaries - Part Tim	1,772	1,772	302.96	109.42	.00	1,469.04	17.1%
19001166 63040 Security Deposit Re	1	1	.00	.00	.00	1.00	.0%
19001166 63050 Employer Contr. SSI	212	212	21.34	.00	.00	190.66	10.1%
19001166 68570 Volunteer Expense	150	150	.00	.00	.00	150.00	.0%
<b>TOTAL Ellis Public Programs</b>	-865	-865	-215.70	-430.58	.00	-649.30	24.9%
<b>19001167 Ellis Sunrise Center</b>							
19001167 42250 Revenue	-13,760	-13,760	-3,601.00	-400.00	.00	-10,159.00	26.2%*
19001167 51160 Salaries - Part Tim	23,782	23,782	3,938.17	1,422.35	.00	19,843.83	16.6%
19001167 63000 Animal Care & Suppl	2,500	2,500	.00	.00	.00	2,500.00	.0%
19001167 63020 Vet & Farrier	1	1	.00	.00	.00	1.00	.0%
19001167 63050 Employer Contr. SSI	2,815	2,815	314.81	.00	.00	2,500.19	11.2%
<b>TOTAL Ellis Sunrise Center</b>	15,338	15,338	651.98	1,022.35	.00	14,686.02	4.3%
<b>19001168 Ellis Weddings</b>							
19001168 42250 Revenue	-4,500	-4,500	-300.00	-150.00	.00	-4,200.00	6.7%*
19001168 43450 Security Deposit Re	-5,000	-5,000	-1,000.00	.00	.00	-4,000.00	20.0%*
19001168 51160 Salaries - Part Tim	383	383	50.36	13.22	.00	332.64	13.1%
19001168 63040 Security Deposit Re	5,000	5,000	.00	.00	.00	5,000.00	.0%
19001168 63050 Employer Contr. SSI	29	29	.00	.00	.00	29.00	.0%

# Kendall County



## FY25 YTD REPORT

FOR 2025 03

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001168 63070 Refuse Pickup	1,200	1,200	149.16	74.58	.00	1,050.84	12.4%
TOTAL Ellis Weddings	-2,888	-2,888	-1,100.48	-62.20	.00	-1,787.52	38.1%
19001169 Ellis Other Rentals							
19001169 42250 Revenue	-3,400	-3,400	-585.00	.00	.00	-2,815.00	17.2%*
19001169 43450 Security Deposit Re	-1,000	-1,000	-470.00	-150.00	.00	-530.00	47.0%*
19001169 51160 Salaries - Part Tim	383	383	50.38	13.22	.00	332.62	13.2%
19001169 63040 Security Deposit Re	1,000	1,000	.00	.00	.00	1,000.00	.0%
19001169 63050 Employer Contr. SSI	29	29	.00	.00	.00	29.00	.0%
TOTAL Ellis Other Rentals	-2,988	-2,988	-1,004.62	-136.78	.00	-1,983.38	33.6%
19001171 Hoover							
19001171 42250 Revenue	-9,000	-9,000	-1,650.00	-550.00	.00	-7,350.00	18.3%*
19001171 51160 Salaries - Part Tim	20,938	20,938	2,888.97	698.11	.00	18,069.03	13.7%
19001171 51390 Salaries - Full Tim	41,800	41,800	9,160.54	2,729.78	.00	32,639.46	21.9%
19001171 62270 Utilities	4,000	4,000	420.00	.00	.00	3,580.00	10.5%
19001171 63040 Security Deposit Re	13,500	13,500	4,725.00	1,822.50	.00	8,775.00	35.0%
19001171 63050 Employer Contr. SSI	8,654	8,654	1,360.14	.00	.00	7,293.86	15.7%
19001171 63060 ER Contr Health/Den	13,259	13,259	1,729.40	.00	.00	11,529.60	13.0%
19001171 63090 Natural Gas	9,500	9,500	1,859.69	1,011.55	.00	7,640.31	19.6%
19001171 63100 Electric	20,000	20,000	5,534.57	2,970.25	.00	14,465.43	27.7%
19001171 63110 Shop Supplies	4,000	4,000	811.93	9.73	.00	3,188.07	20.3%
19001171 63120 Building Maintenance	8,000	8,000	703.98	505.32	.00	7,296.02	8.8%
19001171 66500 Miscellaneous Expen	1,000	1,000	257.55	.00	.00	742.45	25.8%
19001171 68580 Grounds and Mainten	4,000	4,000	476.67	177.69	.00	3,523.33	11.9%
TOTAL Hoover	139,651	139,651	28,258.44	9,374.93	.00	111,392.56	20.2%
19001172 Hoover Bunkhouse							
19001172 42250 Revenue	-36,000	-36,000	-14,195.00	-1,945.00	.00	-21,805.00	39.4%*
19001172 43450 Security Deposit Re	-6,000	-6,000	-3,000.00	-400.00	.00	-3,000.00	50.0%*
19001172 51160 Salaries - Part Tim	10,469	10,469	1,434.51	349.07	.00	9,034.49	13.7%
19001172 51390 Salaries - Full Tim	20,900	20,900	4,580.29	1,364.89	.00	16,319.71	21.9%

# Kendall County



## FY25 YTD REPORT

FOR 2025 03

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001172 63050 Employer Contr. SSI	4,327	4,327	680.07	.00	.00	3,646.93	15.7%
19001172 63060 ER Contr Health/Den	6,630	6,630	864.70	.00	.00	5,765.30	13.0%
TOTAL Hoover Bunkhouse	326	326	-9,635.43	-631.04	.00	9,961.43	-2955.7%
19001173 Hoover Campsite							
19001173 42250 Revenue	-7,000	-7,000	-415.00	-185.00	.00	-6,585.00	5.9%*
19001173 51160 Salaries - Part Tim	5,234	5,234	717.27	174.54	.00	4,516.73	13.7%
19001173 51390 Salaries - Full Tim	10,450	10,450	2,290.12	682.44	.00	8,159.88	21.9%
19001173 63050 Employer Contr. SSI	2,164	2,164	340.04	.00	.00	1,823.96	15.7%
19001173 63060 ER Contr Health/Den	3,315	3,315	432.36	.00	.00	2,882.64	13.0%
TOTAL Hoover Campsite	14,163	14,163	3,364.79	671.98	.00	10,798.21	23.8%
19001174 Hoover Meadowhawk Lodge							
19001174 42250 Revenue	-44,600	-44,600	-14,319.00	-2,820.00	.00	-30,281.00	32.1%*
19001174 43450 Security Deposit Re	-8,200	-8,200	-5,927.50	-690.00	.00	-2,272.50	72.3%*
19001174 51160 Salaries - Part Tim	9,584	9,584	1,296.70	326.57	.00	8,287.30	13.5%
19001174 51390 Salaries - Full Tim	10,450	10,450	2,290.12	682.44	.00	8,159.88	21.9%
19001174 63050 Employer Contr. SSI	2,497	2,497	340.04	.00	.00	2,156.96	13.6%
19001174 63060 ER Contr Health/Den	3,315	3,315	432.36	.00	.00	2,882.64	13.0%
TOTAL Hoover Meadowhawk Lodge	-26,954	-26,954	-15,887.28	-2,500.99	.00	-11,066.72	58.9%
19001176 Environmental Education School							
19001176 42250 Revenue	-20,000	-20,000	-1,600.00	-1,050.00	.00	-18,400.00	8.0%*
19001176 51160 Salaries - Part Tim	12,485	12,485	3,058.28	1,075.98	.00	9,426.72	24.5%
19001176 51390 Salaries - Full Tim	1	1	.00	.00	.00	1.00	.0%
19001176 63030 Program Supplies	700	700	21.65	21.65	.00	678.35	3.1%
19001176 63040 Security Deposit Re	1	1	.00	.00	.00	1.00	.0%
19001176 63050 Employer Contr. SSI	1,866	1,866	189.40	.00	.00	1,676.60	10.2%
TOTAL Environmental Education Sch	-4,947	-4,947	1,669.33	47.63	.00	-6,616.33	-33.7%
19001177 Environmental Education Camps							
19001177 42250 Revenue	-42,500	-42,500	-45,045.00	-43,175.00	.00	2,545.00	106.0%

# Kendall County



## FY25 YTD REPORT

FOR 2025 03

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001177 51160 Salaries - Part Tim	33,965	33,965	6,116.68	2,152.03	.00	27,848.32	18.0%
19001177 51390 Salaries - Full Tim	7,479	7,479	1,725.78	575.26	.00	5,753.22	23.1%
19001177 63030 Program Supplies	1,500	1,500	.00	.00	.00	1,500.00	.0%
19001177 63040 Security Deposit Re	500	500	.00	.00	.00	500.00	.0%
19001177 63050 Employer Contr. SSI	3,732	3,732	511.19	.00	.00	3,220.81	13.7%
TOTAL Environmental Education Cam	4,676	4,676	-36,691.35	-40,447.71	.00	41,367.35	-784.7%
19001178 Environmental Educ. Natrl Beg.							
19001178 42250 Revenue	-160,000	-160,000	-87,362.50	-400.00	.00	-72,637.50	54.6%*
19001178 42860 Donations	-1,500	-1,500	.00	.00	.00	-1,500.00	.0%*
19001178 51160 Salaries - Part Tim	87,560	87,560	21,382.94	8,333.69	.00	66,177.06	24.4%
19001178 51390 Salaries - Full Tim	55,199	55,199	12,737.28	4,245.76	.00	42,461.72	23.1%
19001178 63030 Program Supplies	4,000	4,000	351.96	.00	.00	3,648.04	8.8%
19001178 63040 Security Deposit Re	2,200	2,200	.00	.00	.00	2,200.00	.0%
19001178 63050 Employer Contr. SSI	18,513	18,513	3,483.56	.00	.00	15,029.44	18.8%
TOTAL Environmental Educ. Natrl B	5,972	5,972	-49,406.76	12,179.45	.00	55,378.76	-827.3%
19001179 Environ. Educ. Other Pb1c Prg							
19001179 42250 Revenue	-20,000	-20,000	-5,252.00	-3,000.00	.00	-14,748.00	26.3%*
19001179 51160 Salaries - Part Tim	8,987	8,987	2,202.00	774.73	.00	6,785.00	24.5%
19001179 51390 Salaries - Full Tim	1	1	.00	.00	.00	1.00	.0%
19001179 63030 Program Supplies	750	750	84.95	.00	.00	665.05	11.3%
19001179 63040 Security Deposit Re	500	500	12.00	12.00	.00	488.00	2.4%
19001179 63050 Employer Contr. SSI	1,344	1,344	148.30	.00	.00	1,195.70	11.0%
TOTAL Environ. Educ. Other Pb1c P	-8,418	-8,418	-2,804.75	-2,213.27	.00	-5,613.25	33.3%
19001180 Environ. Educ. Laws of Nature							
19001180 51160 Salaries - Part Tim	3,495	3,495	856.35	301.30	.00	2,638.65	24.5%
19001180 63030 Program Supplies	600	600	56.99	50.00	.00	543.01	9.5%
19001180 63050 Employer Contr. SSI	522	522	49.90	.00	.00	472.10	9.6%
TOTAL Environ. Educ. Laws of Natu	4,617	4,617	963.24	351.30	.00	3,653.76	20.9%
19001183 Grounds and Natural Resources							



# Kendall County



## FY25 YTD REPORT

FOR 2025 03

ACCOUNTS FOR:		1900	Forest Preserve	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
19001183	42250	Revenue	-35,000	-35,000	-125.00	.00	.00	.00	-34,875.00	.4%*
19001183	42860	Donations	-2,500	-2,500	.00	.00	.00	.00	-2,500.00	.0%*
19001183	42900	Picnic Fees and She	-8,000	-8,000	-1,720.00	-130.00	.00	.00	-6,280.00	21.5%*
19001183	51160	Salaries - Part Tim	49,370	49,370	6,104.06	1,977.19	.00	.00	43,265.94	12.4%
19001183	51390	Salaries - Full Tim	168,179	168,179	38,810.40	12,936.80	.00	.00	129,368.60	23.1%
19001183	62160	Equipment	22,640	22,640	542.61	266.13	.00	.00	22,097.39	2.4%
19001183	62180	Gasoline / Fuel / O	20,500	20,500	1,883.71	1,062.79	.00	.00	18,616.29	9.2%
19001183	62400	Uniforms / Clothing	2,250	2,250	323.51	323.51	.00	.00	1,926.49	14.4%
19001183	63040	Security Deposit Re	160	160	.00	.00	.00	.00	160.00	.0%
19001183	63050	Employer Contr. SSI	29,691	29,691	4,397.08	.00	.00	.00	25,293.92	14.8%
19001183	63060	ER Contr Health/Den	39,777	39,777	8,515.08	.00	.00	.00	31,261.92	21.4%
19001183	63070	Refuse Pickup	8,500	8,500	1,350.20	675.10	.00	.00	7,149.80	15.9%
19001183	63090	Natural Gas	4,500	4,500	2,165.42	537.91	.00	.00	2,334.58	48.1%
19001183	63110	Shop Supplies	9,000	9,000	560.78	181.75	.00	.00	8,439.22	6.2%
19001183	63540	Telephones	8,000	8,000	1,172.17	378.77	.00	.00	6,827.83	14.7%
19001183	68530	Preserve Improvemen	10,274	10,274	93.08	93.08	.00	.00	10,180.92	.9%
TOTAL Grounds and Natural Resourc			327,341	327,341	64,073.10	18,303.03	.00	.00	263,267.90	19.6%
<b>19001184 Pickerill - Pigott</b>										
19001184	42250	Revenue	-14,000	-14,000	-4,471.00	-1,220.00	.00	.00	-9,529.00	31.9%*
19001184	42900	Picnic Fees and She	-500	-500	.00	.00	.00	.00	-500.00	.0%*
19001184	43450	Security Deposit Re	-5,000	-5,000	-1,865.00	-600.00	.00	.00	-3,135.00	37.3%*
19001184	51160	Salaries - Part Tim	4,350	4,350	579.43	152.03	.00	.00	3,770.57	13.3%
19001184	63040	Security Deposit Re	5,000	5,000	1,180.00	680.00	.00	.00	3,820.00	23.6%
19001184	63050	Employer Contr. SSI	333	333	.00	.00	.00	.00	333.00	.0%
19001184	63100	Electric	9,185	9,185	1,499.57	898.74	.00	.00	7,685.43	16.3%
TOTAL Pickerill - Pigott			-632	-632	-3,077.00	-89.23	.00	.00	2,445.00	486.9%
TOTAL Forest Preserve			1	1	129,436.58	21,149.20	.00	.00	-129,435.58	%
TOTAL REVENUES			-1,676,870	-1,676,870	-223,730.52	-73,742.82	.00	.00	-1,453,139.48	
TOTAL EXPENSES			1,676,871	1,676,871	353,167.10	94,892.02	.00	.00	1,323,703.90	
PRIOR FUND BALANCE						717,921.29				
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES						-129,436.58				
REVISED FUND BALANCE						588,484.71				

# Kendall County



## FY25 YTD REPORT

FOR 2025 03

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1903 FP Debt Service 2015/2016/2017							
190311 FP Debt Service 2015/2016/2017							
190311 41010 Current Property Tax	-5,940,513	-5,940,513	.00	.00	.00	-5,940,513.00	.0%*
190311 41350 Interest Income	-66,500	-66,500	-13,456.62	-1,383.25	.00	-53,043.38	20.2%*
190311 61420 Trnsf. to FP Capital	66,500	66,500	.00	.00	.00	66,500.00	.0%
190311 66500 Miscellaneous Expense	1,000	1,000	.00	.00	.00	1,000.00	.0%
190311 68640 Fiscal Agent Fee	2,000	2,000	.00	.00	.00	2,000.00	.0%
190311 68710 Dbt Srv 2015 Interest	350,430	350,430	175,530.00	.00	.00	174,900.00	50.1%
190311 68720 Dbt Srv 2015 Principa	45,000	45,000	45,000.00	.00	.00	.00	100.0%
190311 68730 Dbt Srv 2016 Interest	187,450	187,450	137,093.75	.00	.00	50,356.25	73.1%
190311 68740 Dbt Srv 2016 Principa	5,040,000	5,040,000	5,040,000.00	.00	.00	.00	100.0%
TOTAL FP Debt Service 2015/2016/2	-314,633	-314,633	5,384,167.13	-1,383.25	.00	-5,698,800.13	-1711.3%
TOTAL FP Debt Service 2015/2016/2	-314,633	-314,633	5,384,167.13	-1,383.25	.00	-5,698,800.13	-1711.3%
TOTAL REVENUES	-6,007,013	-6,007,013	-13,456.62	-1,383.25	.00	-5,993,556.38	
TOTAL EXPENSES	5,692,380	5,692,380	5,397,623.75	.00	.00	294,756.25	
PRIOR FUND BALANCE			6,310,248.14				
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES			-5,384,167.13				
REVISED FUND BALANCE			926,081.01				

# Kendall County



## FY25 YTD REPORT

FOR 2025 03

ACCOUNTS FOR:		ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
1904	KCFPD Endowment Fund	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USE/COL
<b>190411 KCFPD Endowment Fund</b>								
190411 41350	Interest Income	-8,000	-8,000	-9,925.28	-2,986.72	.00	1,925.28	124.1%
190411 41720	Donations - Hughes Es	-160,000	-160,000	.00	.00	.00	-160,000.00	.0%*
190411 42970	Grant Award	-300,000	-300,000	.00	.00	.00	-300,000.00	.0%*
190411 61390	Trans to Rolling Gran	300,000	300,000	.00	.00	.00	300,000.00	.0%
190411 62150	Contractual Services	77,404	77,404	24,065.63	17,009.43	.00	53,338.37	31.1%
190411 70330	Construction	790,216	790,216	80,472.86	31,445.36	.00	709,743.14	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		-468,000	-468,000	-9,925.28	-2,986.72	.00	-458,074.72	
TOTAL EXPENSES		1,167,620	1,167,620	104,538.49	48,454.79	.00	1,063,081.51	
PRIOR FUND BALANCE					915,980.93			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES					-94,613.21			
REVISED FUND BALANCE					821,367.72			



# Kendall County

## FY25 YTD REPORT

FOR 2025 03



ACCOUNTS FOR:		ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
1905	KCFPD Project Fund #1	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USE/COL
<b>190511 KCFPD Project Fund #1</b>								
190511 40500	Trn fr KCFPD Rolling	-504,842	-504,842	.00	.00	.00	-504,842.00	.0%*
190511 42970	Grant Award	-504,842	-504,842	.00	.00	.00	-504,842.00	.0%*
190511 43880	Kendall County Escrow	-336,562	-336,562	.00	.00	.00	-336,562.00	.0%*
190511 70060	Consultants	107,520	107,520	.00	.00	.00	107,520.00	.0%*
190511 70330	Construction	733,884	733,884	.00	.00	.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		-1,346,246	-1,346,246	.00	.00	.00	-1,346,246.00	
TOTAL EXPENSES		841,404	841,404	.00	.00	.00	841,404.00	
PRIOR FUND BALANCE				.00	.00			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				.00	.00			
REVISED FUND BALANCE				.00	.00			

# Kendall County



## FY25 YTD REPORT

FOR 2025 03

ACCOUNTS FOR:		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1907	Forest Preserve Capital Exp.							
190711	Forest Preserve Capital Exp.							
190711 40510	Transf. frm 2012/16/1	-66,500	-66,500	.00	.00	.00	-66,500.00	.0%*
190711 41350	Interest Income	-23,000	-23,000	-4,745.81	-1,313.36	.00	-18,254.19	20.6%*
190711 42490	Other Revenue	-188,714	-188,714	.00	.00	.00	-188,714.00	.0%*
190711 61360	Transf to KCFPD PF#1	50,000	50,000	.00	.00	.00	50,000.00	.0%
190711 62160	Equipment	200,000	200,000	104,238.00	.00	.00	95,762.00	52.1%
190711 66500	Miscellaneous Expense	30,000	30,000	375.00	.00	.00	29,625.00	1.3%
190711 68500	Project Fund Expenses	80,000	80,000	2,702.68	.00	.00	77,297.32	3.4%
	TOTAL Forest Preserve Capital Exp	81,786	81,786	102,569.87	-1,313.36	.00	-20,783.87	125.4%
	TOTAL Forest Preserve Capital Exp	81,786	81,786	102,569.87	-1,313.36	.00	-20,783.87	125.4%
	TOTAL REVENUES	-278,214	-278,214	-4,745.81	-1,313.36	.00	-273,468.19	
	TOTAL EXPENSES	360,000	360,000	107,315.68	.00	.00	252,684.32	
	PRIOR FUND BALANCE				452,853.81			
	CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				-102,569.87			
	REVISED FUND BALANCE				350,283.94			

# Kendall County



## FY25 YTD REPORT

FOR 2025 03

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1908 KCFPD Project Fund #2							
190811 KCFPD Project Fund #2							
190811 40380 Trnsfr. fr Capital Fu	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%*
190811 41350 Interest Income	0	0	-568.24	-182.10	.00	568.24	100.0%
190811 42970 Grant Award	-200,000	-200,000	.00	.00	.00	-200,000.00	.0%*
190811 43920 Revenue-Kendall Co TA	-189,000	-189,000	.00	.00	.00	-189,000.00	.0%*
190811 61390 Trans to Rolling Gran	200,000	200,000	.00	.00	.00	200,000.00	.0%
190811 70330 Construction	386,704	386,704	.00	.00	.00	386,704.00	.0%
190811 70650 Professional Services	28,260	28,260	8,381.00	8,381.00	.00	19,879.00	29.7%
TOTAL KCFPD Project Fund #2	175,964	175,964	7,812.76	8,198.90	.00	168,151.24	4.4%
TOTAL KCFPD Project Fund #2	175,964	175,964	7,812.76	8,198.90	.00	168,151.24	4.4%
TOTAL REVENUES	-439,000	-439,000	-568.24	-182.10	.00	-438,431.76	
TOTAL EXPENSES	614,964	614,964	8,381.00	8,381.00	.00	606,583.00	
PRIOR FUND BALANCE				176,158.67			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				-7,812.76			
REVISED FUND BALANCE				168,345.91			

# Kendall County



## FY25 YTD REPORT

FOR 2025 03

ACCOUNTS FOR:		ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
1910	FP Land Cash	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USE/COL
<b>191011 FP Land Cash</b>								
191011 40330	Transf. fr FP Land Ca	-80,000	-80,000	.00	.00	.00	-80,000.00	.0%*
191011 41350	Interest Income	-8,000	-8,000	-1,150.15	.00	.00	-4,540.74	43.2%*
191011 42970	Grant Award	-150,000	-150,000	.00	.00	.00	-150,000.00	.0%*
191011 67410	Land Acquisition	539,406	539,406	.00	.00	.00	539,406.00	.0%
TOTAL FP Land Cash		301,406	301,406	-3,459.26	-1,150.15	.00	304,865.26	-1.1%
TOTAL FP Land Cash		301,406	301,406	-3,459.26	-1,150.15	.00	304,865.26	-1.1%
TOTAL REVENUES		-238,000	-238,000	-3,459.26	-1,150.15	.00	-234,540.74	
TOTAL EXPENSES		539,406	539,406	.00	.00	.00	539,406.00	
PRIOR FUND BALANCE					303,294.11			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES					3,459.26			
REVISED FUND BALANCE					306,753.37			

# Kendall County



## FY25 YTD REPORT

FOR 2025 03

ACCOUNTS FOR:		ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
1911	FP Liability Insurance Fund	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USE/COL
<b>191111 FP Liability Insurance Fund</b>								
191111	41350 Interest Income	-2,000	-2,000	-509.82	-169.51	.00	-1,490.18	25.5%*
191111	68990 Claims	25,000	25,000	.00	.00	.00	25,000.00	.0%
	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	-2,000	-2,000	-509.82	-169.51	.00	-1,490.18	
	TOTAL EXPENSES	25,000	25,000	.00	.00	.00	25,000.00	
	PRIOR FUND BALANCE				44,699.25			
	CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				509.82			
	REVISED FUND BALANCE				45,209.07			

# Kendall County



## FY25 YTD REPORT

FOR 2025 03

ACCOUNTS FOR:		ORIGINAL	REVISED	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
1913	KCFP Grant Funded Proj Reserve	APPROP	BUDGET				BUDGET	USE/COL
<b>191311 KCFP Grant Funded Proj Reserve</b>								
191311 40370	Trn fr KCFPD PF #1 19	-200,000	-200,000	.00	.00	.00	-200,000.00	.0%*
191311 40570	Trn from Endowment 19	-300,000	-300,000	.00	.00	.00	-300,000.00	.0%*
191311 41350	Interest Income	-4,000	-4,000	-3,841.33	-1,277.18	.00	-158.67	96.0%*
191311 61360	Transf to KCFPD PF#1	504,842	504,842	.00	.00	.00	504,842.00	.0%
	<b>TOTAL KCFP Grant Funded Proj Rese</b>	<b>842</b>	<b>842</b>	<b>-3,841.33</b>	<b>-1,277.18</b>	<b>.00</b>	<b>4,683.33</b>	<b>-456.2%</b>
	<b>TOTAL KCFP Grant Funded Proj Rese</b>	<b>842</b>	<b>842</b>	<b>-3,841.33</b>	<b>-1,277.18</b>	<b>.00</b>	<b>4,683.33</b>	<b>-456.2%</b>
	<b>TOTAL REVENUES</b>	<b>-504,000</b>	<b>-504,000</b>	<b>-3,841.33</b>	<b>-1,277.18</b>	<b>.00</b>	<b>-500,158.67</b>	
	<b>TOTAL EXPENSES</b>	<b>504,842</b>	<b>504,842</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>504,842.00</b>	
	<b>PRIOR FUND BALANCE</b>				336,791.88			
	<b>CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES</b>				3,841.33			
	<b>REVISED FUND BALANCE</b>				340,633.21			

# Kendall County



## FY25 YTD REPORT

FOR 2025 03

ACCOUNTS FOR:		ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
1915	FP Debt Service 2021	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USE/COL
<b>191511 FP Debt Service 2021</b>								
191511 41010	Current Property Tax	-81,544	-81,544	.00	.00	.00	-81,544.00	.0%*
191511 41350	Interest Income	-700	-700	-9.18	-9.94	.00	-690.82	1.3%*
191511 66500	Miscellaneous Expense	475	475	.00	.00	.00	475.00	.0%
191511 68640	Fiscal Agent Fee	1,100	1,100	.00	.00	.00	1,100.00	.0%
191511 68790	Dbt Srv 2021 Interest	32,044	32,044	16,271.88	.00	.00	15,772.12	50.8%
191511 68800	Dbt Srv 2021 Principa	50,000	50,000	50,000.00	.00	.00	.00	100.0%
TOTAL FP Debt Service 2021		1,375	1,375	66,262.70	-94	.00	-64,887.70	4819.1%
TOTAL FP Debt Service 2021		1,375	1,375	66,262.70	-94	.00	-64,887.70	4819.1%
TOTAL REVENUES		-82,244	-82,244	-9.18	-94	.00	-82,234.82	
TOTAL EXPENSES		83,619	83,619	66,271.88	.00	.00	17,347.12	
PRIOR FUND BALANCE					66,894.76			
CHANGE IN FUND BAL - NET OF REVENUES/EXPENSES					-66,262.70			
REVISED FUND BALANCE					632.06			

# Kendall County



## FY25 YTD REPORT

FOR 2025 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	464,519	464,519	5,777,051.84	69,521.78	.00	-5,312,532.84	1243.7%
** END OF REPORT - Generated by David Guritz **							





## ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

2520 WEST ILES AVENUE, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397  
JB PRITZKER, GOVERNOR 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 9<sup>th</sup>, 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 POLLUTION 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

PLEASE PRINT ON RECYCLED PAPER



United States Environmental Protection Agency

## Water Compliance Inspection Report

## IEPA DIVISION OF RECORDS

Facility Name: **Hoover Outdoor Education Center**  
BOW ID: **W0938030005**  
Records Category: **01 Field Operations/Inspections**

## Section A: National System Coding (i.e., PCS)

Transaction Code	NPDES	yr/mo/day	Inspection Type	Inspector	Fac Type
1 <b>N</b> 2 <b>5</b> 3 <b>I L G 5 5 1 0 1 4</b> 11		12 <b>2 5 0 1 0 9</b> 17	18 <b>C</b>	19 <b>S</b>	20 <b>2</b>
Remarks					
66					
Inspection Work Days	Facility Self-Monitoring Evaluation Rating	BI	QA	Reserved	
67 <b>.5</b> 69	70 <b>3</b>	71 <b>N</b>	72 <b>N</b>	73	74 75 76 77 78 79 80

## Section B: Facility Data

Name and Location of Facility Inspected (For industrial users discharging to POTW, also include POTW name and NPDES permit number)

**Hoover Outdoor Recreation Center**  
**11285A Fox Road**  
**Yorkville, IL, 60560**

Entry Time/Date  
**10:30a 1/9/2025**Permit Effective Date  
**8/24/2023**Exit Time/Date  
**12:00p 1/9/2025**Permit Expiration Date  
**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)

<input checked="" type="checkbox"/> Permit	<input checked="" type="checkbox"/> Flow Measurement	<input checked="" type="checkbox"/> Operations & Maintenance	<input checked="" type="checkbox"/> CSO/SSO (Sewer Overflow)
<input checked="" type="checkbox"/> Records/Reports	<input checked="" type="checkbox"/> Self-Monitoring Program	<input type="checkbox"/> Sludge Handling/Disposal	<input type="checkbox"/> Pollution Prevention
<input type="checkbox"/> Facility Site Review	<input type="checkbox"/> Compliance Schedules	<input type="checkbox"/> Pretreatment	<input type="checkbox"/> Multimedia
<input checked="" type="checkbox"/> Effluent/Receiving Waters	<input type="checkbox"/> Laboratory	<input type="checkbox"/> Storm Water	<input type="checkbox"/> Other:

## Section D: Summary of Findings/Comments (Attach additional sheets if necessary)

See attached report

## SEV Codes

## SEV Description

<b>C</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>

**Failure to Monitor for Non-Toxicity Requirements**

Name(s) and Signature(s) of Inspector(s)

Rafael Sanchez

Agency/Office/Phone and Fax Numbers

**IEPA / BOW / DWPC / FOS**  
**Phone: 847-294-4760**

Date

1/14/2025

Signature of Management Q A Reviewer

Agency/Office/Phone and Fax Numbers

**IEPA / BOW / DWPC / FOS**

Date

2025-02-13



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

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

JB PRITZKER, GOVERNOR

JAMES JENNINGS, ACTING DIRECTOR

## INSPECTION NOTES

Facility Name: Hoover Outdoor Education Center

NPDES Permit No.: ILG551014

Inspection Type: Compliance Evaluation

Date of Inspection: January 9<sup>th</sup>, 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	Class 1
Joseph Severson, Wastewater Operator	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

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**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 24<sup>th</sup>, 2023, and will expire on May 31<sup>st</sup>, 2027. The permit authorizes outfall 001 which is the fully treated discharge, below are the included requirements:

Load Limits lbs/day DAF(DMF)		
<b><u>Parameter</u></b>	<b><u>Monthly Average</u></b>	<b><u>Weekly Average</u></b>
CBOD <sub>5</sub>	16 (61)	26 (97)
Suspended Solids	24 (90)	29 (109)
pH	6.0 < pH < 9.0	
Ammonia Nitrogen	Monitor Only	
Fecal Coliform	Monitor 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 SYSTEMArea 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 31<sup>st</sup>, 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<sub>5</sub>, and TSS are not performed.



Rafael Sanchez, EPE  
BOW/DWPC/FOS

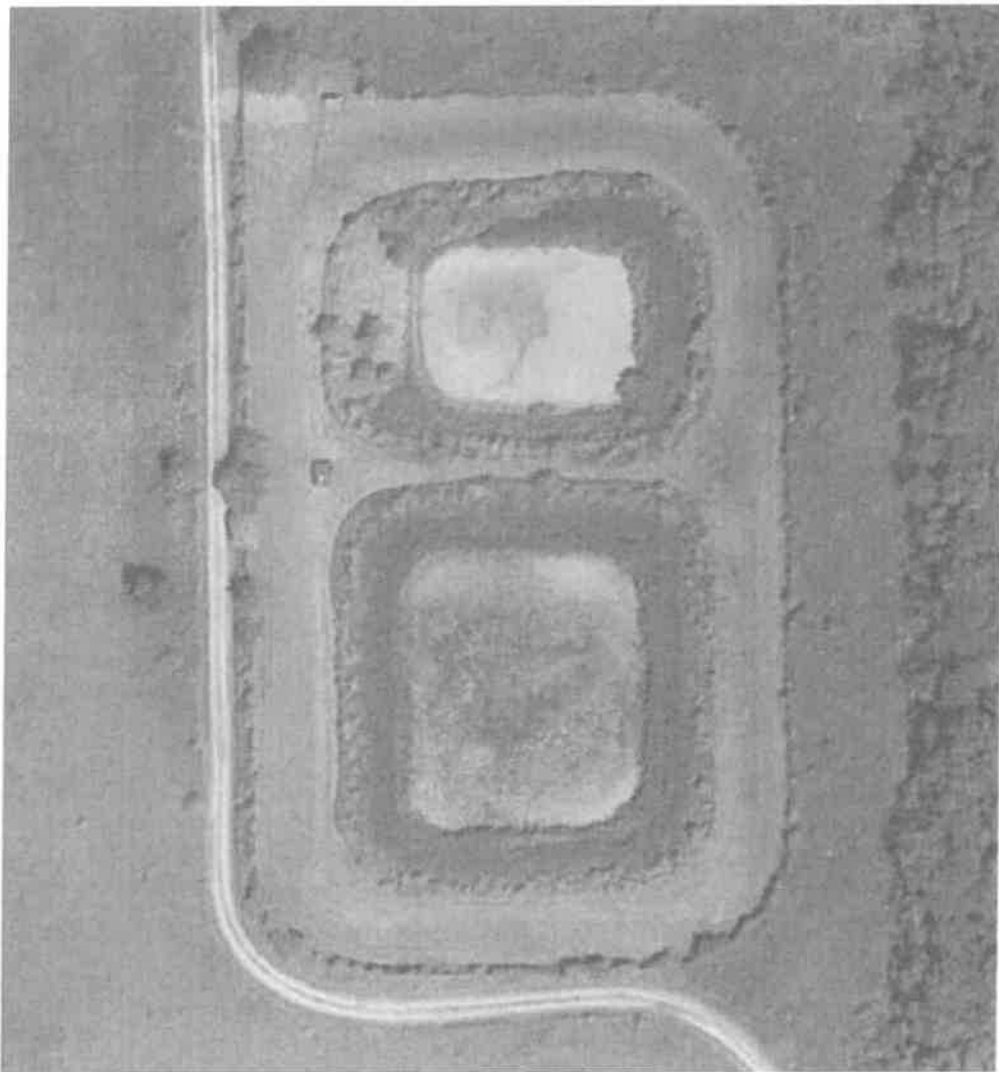
### ATTACHMENTS

- Aerial view of facility
- Photo record of inspection

W0938030005


Hoover Outdoor Education Center


Aerial View 6/19/2023



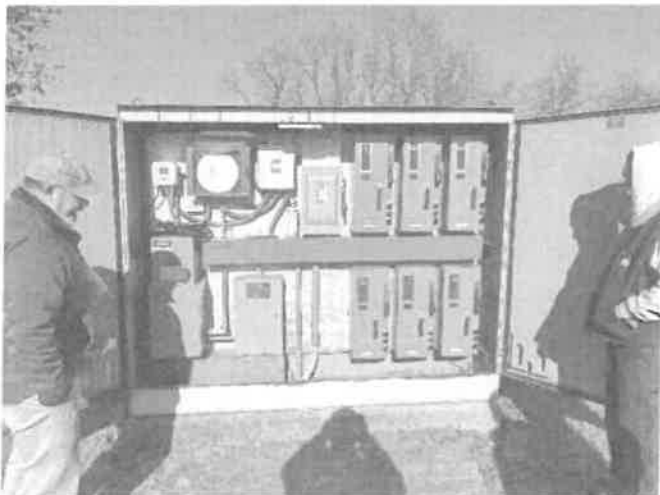


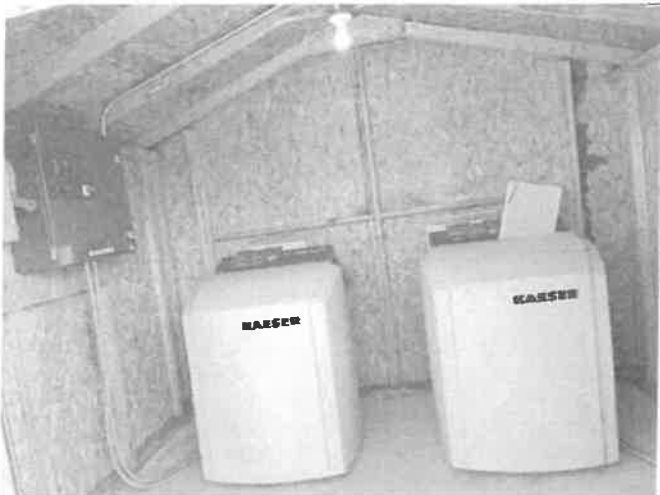
**IEPA - DIVISION OF WATER POLLUTION CONTROL  
DIGITAL PHOTO REPORT**

<b>Date: 1/9/2025</b>	<b>Site Name: Hoover Outdoor Education Center (W0938030005)</b>
<b>Photo By:</b> Jeff Lienemann	
<b>County:</b> Kendall	
<b>Comments:</b>  1 <sup>st</sup> aerated lagoon	
<b>Photo #: 1</b>	
<b>Photo Title:</b>  Lagoon No.1	

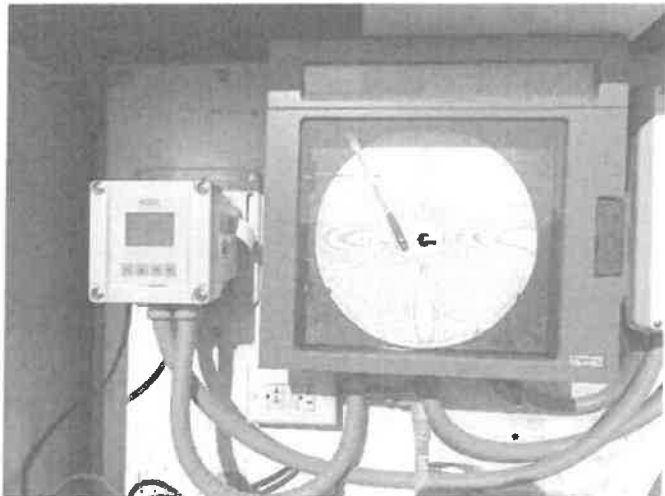
<b>Date: 1/9/2025</b>	<b>Site Name: Hoover Outdoor Education Center (W0938030005)</b>
<b>Photo By:</b> Jeff Lienemann	
<b>County:</b> Kendall	
<b>Comments:</b>  2 <sup>nd</sup> aerated lagoon with rock filter	
<b>Photo #: 2</b>	
<b>Photo Title:</b>  Lagoon No.2	


**IEPA - DIVISION OF WATER POLLUTION CONTROL  
DIGITAL PHOTO REPORT**

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


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

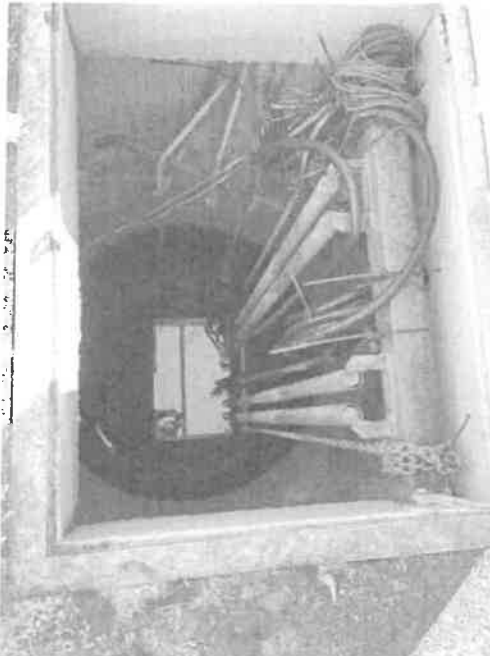
**IEPA - DIVISION OF WATER POLLUTION CONTROL  
DIGITAL PHOTO REPORT**

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


<b>Date: 1/9/2025</b>	<b>Site Name: Hoover Outdoor Education Center (W0938030005)</b>
<b>Photo By:</b> Jeff Lienemann	
<b>County:</b> Kendall	
<b>Comments:</b>  Effluent sample well and flowmeter	
<b>Photo #: 6</b>	
<b>Photo Title:</b>  Effluent well	


**IEPA - DIVISION OF WATER POLLUTION CONTROL  
DIGITAL PHOTO REPORT**

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

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

**IEPA - DIVISION OF WATER POLLUTION CONTROL  
DIGITAL PHOTO REPORT**

<b>Date:</b> 1/9/2025	<b>Site Name:</b> Hoover Outdoor Education Center (W0938030005)
<b>Photo By:</b> Jeff Lienemann	
<b>County:</b> Kendall	
<b>Comments:</b>  Controls for lift station pumps	
<b>Photo #:</b> 9	
<b>Photo Title:</b>  Lift station controls	

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

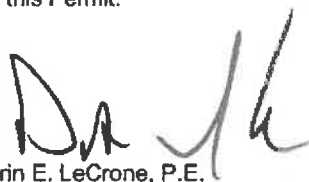
#### Eligibility

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 Ill. 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 Ill. 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. Applicants deemed by the IEPA as needing additional permit requirements, not included in this General 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.



Darin E. LeCrone, P.E.  
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.

Parameter	LOAD LIMITS lbs/day		CONCENTRATION		Sample Frequency	Sample Type
	Monthly Average	Weekly Average	Monthly Average	Weekly Average		
Flow (MGD)					See Below	
CBOD <sub>5</sub> **	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
pH	Shall be in the Range of 6.0 to 9.0 Standard Units				2 Days/Month	Grab
Ammonia Nitrogen	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.

\*\*Carbonaceous BOD<sub>5</sub> (CBOD<sub>5</sub>) 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

Influent Monitoring and Reporting

Influent BOD<sub>5</sub> 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, BOD<sub>5</sub> and Suspended Solids sampling shall be taken at a point representative of the influent. Influent BOD<sub>5</sub> and Suspended Solids shall be reported on the Discharge Monitoring Reports (DMRs) as monthly average concentrations.

**NPDES Permit No. ILG551**

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

Parameter	LOAD LIMITS lbs/day		CONCENTRATION		Sample Frequency	Sample Type
	Monthly Average	Weekly Average	Monthly Average	Weekly Average		
<b>Flow (MGD)</b>					See Below	
<b>CBOD<sub>5</sub>**</b>	25 x 8.34 x DAF (in MGD)	40 x 8.34 x DAF (in MGD)	25	40	2 Days/Month	Grab
<b>Suspended Solids</b>	37 x 8.34 x DAF (in MGD)	45 x 8.34 x DAF (in MGD)	37	45	2 Days/Month	Grab
<b>pH</b>	Shall be in the Range of 6.0 to 9.0 Standard Units				2 Days/Month	Grab
<b>Dissolved Oxygen</b>	Shall not be less than 6 mg/L				2 Days/Month	Grab
<b>Ammonia Nitrogen</b>	Monitor Only				2 Days/Month	Grab
<b>Fecal Coliform***</b>	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.

\*\*Carbonaceous BOD<sub>5</sub> (CBOD<sub>5</sub>) 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.

#### Influent Monitoring and Reporting

Influent BOD<sub>5</sub> 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, BOD<sub>5</sub> and Suspended Solids sampling shall be taken at a point representative of the influent. Influent BOD<sub>5</sub> and Suspended Solids shall be reported on the Discharge Monitoring Reports (DMRs) as monthly average concentrations.



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

**SPECIAL CONDITION 2:** 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.

**SPECIAL CONDITION 3:** The effluent, alone or in combination with other sources, shall not cause a violation of any applicable water quality standard outlined in 35 Ill. 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:** BOD<sub>5</sub> (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 CBOD<sub>5</sub> concentration to determine the effluent BOD<sub>5</sub> concentration.

**SPECIAL CONDITION 6:** 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-guide.aspx>.

The completed Discharge Monitoring Report forms shall be submitted to IEPA no later than the 25<sup>th</sup> 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:
1. Information received which indicates the receiving water may be of particular biological significance pursuant to 35 Ill. 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.
  3. 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

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) **Authorization:** 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
4. 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) **Duty to reapply**

1. 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.
2. 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.
3. 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;
2. 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 Ill. Adm. Code Section 309.154. If no permit is required pursuant to 35 Ill. 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

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.

**Daily 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:**

- (1) The date, exact place, and time of sampling or measurements;
- (2) 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;

- (2) 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:

- (1) 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:

- (1) 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.
  - (1) 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.
- (f) **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:
  - (1) 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.

- (1) 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.

- (1) 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:
  - (i) 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 back-up 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:
    - (1) 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 Ill. 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 non-compliance 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 Ill. 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)



**INTERGOVERNMENTAL AGREEMENT FOR THE DEDICATION OF KENDALL COUNTY TRANSPORTATION ALTERNATIVES PROGRAM (“KC-TAP”) FUNDING AND AUTHORIZATION TO THE KENDALL COUNTY FOREST PRESERVE DISTRICT TO CONSTRUCT THE HOOVER – FOX RIVER BLUFFS FOREST PRESERVES CONNECTING TRAIL (20242025)**

**THIS INTERGOVERNMENTAL AGREEMENT** (*“the Agreement”*) is by and between the County of Kendall, a unit of local government of the State of Illinois (*“Kendall County”*) and the Kendall County Forest Preserve District (the *“District/Grantee”*), a unit of local government of the State of Illinois.

**WITNESSETH:**

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the Grantee and Kendall County (the *“parties”*) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with the County has authority to perform the service; and

**WHEREAS**, pursuant to the Illinois Highway Code under 605 ILCS 5/9-101 and 605 ILCS 5/4-409, the State, its municipalities and the counties may form cooperative agreements with

each other for the construction, maintenance and improvement of streets, highways and any portions thereof; and

**WHEREAS**, the Illinois Highway Code (605 ILCS 5/1 *et seq.*) and the Illinois Bikeway Act (605 ILCS 30/1 *et seq.*) each encourage the funding and the creation of bicycle paths, multi-use trails and sidewalks along roadways within the State of Illinois; and

**WHEREAS**, on July 17, 2012, the Kendall County Board passed Resolution Number 12-33 entitled “Resolution for the Creation of the Kendall County Transportation Alternatives Program (“KC-TAP”)”, which authorizes Kendall County to provide financial assistance to qualified applicants for the grantee’s construction of multi-use trails and sidewalks in Kendall County, Illinois; and

**WHEREAS**, the District is seeking financial assistance and authorization to construct the Hoover – Fox River Bluffs Trail Connection, which runs along Eldamain Road. Specifically, the District will construct an 8’ multi-use trail traversing through both County-owned parcels and Eldamain Road right of way, and District-owned parcels. The District’s construction project is identified in the attached Exhibit A and shall be referred to herein as “the Project.” It is understood that completion of the Project is dependent on the District securing the necessary capital project funding required to fully complete the proposed connecting trail as described in Exhibit A; and

**WHEREAS**, the Kendall County Board approved IGAM #24-05 on February 20, 2024 to commit and dedicate FY23 residual and FY24 TAP funding in the amount of \$189,000.00 (one-hundred eighty-nine thousand dollars) to the Kendall County Forest Preserve District; and

**WHEREAS**, the Kendall County Highway Committee has confirmed the availability of an additional \$83,000.00 in ~~KC-TAP~~FY25 residual TAP funds funding to support the project; and

†

~~he Kendall County Board is approving the commitment and dedication of FY23 residual and FY24 TAP funding in the amount of \$189,000.00 (one hundred eighty-nine thousand dollars); and WHEREAS, additional FY25 TAP funding is needed to cover the anticipated construction cost estimates; and~~

**WHEREAS**, the parties wish to ~~enter into this~~enter into an amended agreement for the benefit of local pedestrians to provide safe pathways for the residents of the Kendall County; and

**WHEREAS**, pursuant to the terms of this agreement, Kendall County will grant money to the Grantee to partially fund the installation of trail upgrades as shown in the Location Map attached as Exhibit A, which is hereby incorporated by reference; and

**WHEREAS**, it is the understanding of the parties that at all times, including after completion of the Project, Grantee alone will construct, maintain, repair and/or replace the subject improvements, and that Kendall County will have no duties to construct, maintain, repair and/or replace the subject improvements at any time in the future.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1;
2. Kendall County's Obligations:
  - a. Kendall County agrees to extend funding in amounts not to exceed twenty-nine thousand from (\$29,000.00) to the District from the Fiscal Year 2023 (December 1, 2022 to November 30, 2023) TAP funding residual, and one hundred and sixty thousand (\$160,000.00) to the District from the Fiscal Year 2024 (December 1, 2023 to November 30, 2024), and eighty three thousand (\$83,000.00) from the

- Fiscal Year 2025 budgeted TAP funding for the purpose of partially funding the construction costs of the Project;
- b. The final amount of this Grant, which shall not exceed ~~one hundred eighty-nine thousand~~two hundred and seventy two thousand dollars (~~\$189,000.00~~272,000.00), will be determined at the time the Grantee submits its final request for reimbursement for the Project;
  - c. The final Grant amount shall not exceed 57.60% of the funding for said Project. Should the submitted reimbursement request constitute an amount above 57.60% of the Project's costs, then Kendall County shall, in its sole discretion, choose to reimburse an amount below ~~one hundred and eighty-nine thousand dollar~~two hundred and seventy two thousand dollars (~~\$189,000~~272,000.00) and equal to 57.60% of the Project's costs;
  - d. Kendall County shall disburse the ~~500~~% of the Grant funds under this agreement within sixty (60) days of the submission of Grantee's 50% completion request for reimbursement, with the remaining 50% of the Grant funds disbursed with the Grantee's final report and submission of the necessary supporting documentation supporting the request;
  - e. Kendall County shall retain ownership interest for those portions of the Project's trail improvements traversing upon or within County-owned parcels and right of way and/or the subject improvements under this agreement. However, the County will not have any obligations beyond the granting and disbursement of KC-TAP grant funds as described herein for the construction of the trail, nor any future trail

maintenance, improvements or repairs on either the County-owned property or District-owned parcels.

3. Grantee's Obligations:

- a. Grantee understands and agrees that only qualified units of local government within Kendall County who have statutory authority to provide lands or facilities for multi-use trails or sidewalk purposes are eligible for assistance under the KC-TAP program and eligible projects must be located within the geographical boundaries of Kendall County, as well as located along a State or County Highway and Grantee herein assures Kendall County that it and its Project qualifies for funding pursuant to this understanding and pursuant to all other terms of the KC-TAP as set forth in Kendall County Resolution Number 12-33 and Grantee's application;
- b. Grantee shall use the funds set forth in this Agreement to construct the Project at the locations, and pursuant to the specifications, as set forth in the attached Exhibit A and in conformance with all plans and designs previously supplied by Grantee. Grantee understands and agrees that the funds provided by Kendall County pursuant to this Agreement shall not be used for any other purpose ("Improper Purpose") including, but not limited to, future maintenance of the multi-use trails or sidewalks (e.g., sealing, patching or crack filling). In the event that Grantee uses the funds for an improper purpose, Grantee shall immediately reimburse Kendall County the full amount of funds provided to Grantee under this Agreement;
- c. At all times, the Project, shall be completed by the Grantee, who shall exercise complete control and responsibility as described herein. At no time shall Kendall County be deemed to have adopted said Project or its resulting improvements or

the responsibility for the ownership, construction, maintenance, care, and demolition of the improvements that are subject to the Project and this Agreement;

- d. Grantee and its consultants, employees, contractors, subcontractors and agents agree to comply with the following state and federal laws and Grantee shall ensure that all of their contracts include provisions incorporating the following:

- i. The Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.* Grantee agrees to (a) fully comply with all applicable requirements of the Prevailing Wage Act, (b) notify all contractors and subcontractors that the work performed pursuant to this Agreement shall be subject to the Illinois Prevailing Wage Act, and (c) include all notices required by statute and the Illinois Department of Labor in any contracts. In the event that Grantee fails to comply with the notice requirements set forth in the Illinois Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines and liabilities incurred for Grantee's, contractors' and/or subcontractors' violations of the Prevailing Wage Act.
- ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*
- iii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
- iv. The Illinois Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
- v. The Illinois Human Rights Act, Title VI 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.

- e. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Project shall name Kendall County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to Kendall County during the construction of this Project;
- f. Grantee shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Project pursuant to applicable state and federal laws. Grantee shall obtain certifications from all contractors and subcontractors who perform work on the Project, which certify the contractors and subcontractors are not barred from performing the work as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act);
- g. It is agreed by the Grantee that the maintenance, both physical and financial of the Project and its resulting improvements will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for the Project and its resulting improvements

- (notwithstanding any agreements with third parties in this regard). Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to finance, maintain, repair, or replace the subject improvements;
- h. During, and following completion of the Project, Grantee shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County, including Kendall County's past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which Kendall County, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the use, ownership, construction, maintenance, repair, replacement and/or condition of the subject facilities built during this Project, or claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating to and arising in any manner out of Grantee and Grantee's Contractors and Subcontractors construction of this Project or Grantee's alleged failure to perform its obligations pursuant to this Agreement. Any attorney representing Kendall County shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Grantee's duty to indemnify, defend and hold Kendall County harmless, as set forth above. Kendall County does not waive its defenses or immunities under the Local Government and Governmental Employees



Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement;

- i. Grantee understands and agrees that construction of the Project must begin within 24 months of signature of this Agreement by the Kendall County Board. If the subject project does not begin construction within 24 months, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations of Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
- j. Grantee understands that Construction of the Project must be completed and request(s) for reimbursement must be submitted to Kendall County within 60 months after the signature of this Agreement. If Grantee is unable to complete the Project and seek reimbursement within that time, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
- k. If Grantee is unable to begin construction of the Project within 24 months after the parties' execution of this Agreement, or is unable to complete the Project and request reimbursement within 60 months after the parties' execution of this agreement, Grantee may submit a request in writing to Kendall County requesting an extension of time to commence or complete the construction, as the case may be. Grantee must file its request for an extension of time with Kendall County on or prior to expiration of the 24-month period in the case of it beginning construction

or on or prior to expiration of the 60-month period in the case of completing construction and seeking reimbursement. Requests for extensions shall not be valid if made after the expiration of the above deadlines. Kendall County retains sole discretion whether to approve Grantee's request for an extension of time;

1. Grantee understands and agrees that prior to Kendall County disbursing the above listed KC-TAP funds as described herein, Grantee must submit 50% and final project costs, along with a written request for reimbursement to the Kendall County Engineer or his designee, who shall then determine the appropriateness of the costs and expenses claimed and determine if all obligations have been met prior to approving the disbursement of Grant funds. If requested by Kendall County, the Grantee must also submit any and all further documentation to verify completion of the Project, the costs incurred by Grantee and Grantee's compliance with the terms of this Agreement;
- m. Grantee understands and agrees that prior to and as a condition of reimbursement, Grantee shall obtain, and tender to Kendall County, a final waiver of lien for all contractors, subcontractors, and/or suppliers who performed work on or supplied materials to the Project;
- n. Grantee understands and agrees that it shall submit its request for reimbursement to Kendall County within the same fiscal year that the Project is completed. Failure to timely request reimbursement as outlined in this Agreement will result in Grantee being in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and

void with no further obligation upon Kendall County to provide the Grant funding as described above;

- o. Grantee understands and agrees that reimbursement requests cannot exceed the amount originally awarded by the Kendall County Board and described in Section 2(a);
  - p. Grantee understands and agrees that under no circumstances shall cost overruns be considered nor shall KC-TAP Funds under this Agreement be advanced to the Grantee prior to project completion and submission of a request for reimbursement.
- 4. It is mutually agreed by Kendall County and Grantee that at no time shall Kendall County be inferred to, or obligated to, have a duty to provide insurance for the subject improvements or otherwise indemnify and hold harmless Grantee in connection with the use, enjoyment, ownership, maintenance, construction, repair or replacement of the Project improvements and any property where the Project has been completed. Grantee shall maintain general liability insurance coverage for the subject improvements, naming Kendall County as an additional insured and including a subrogation waiver in favor of Kendall County.
- 5. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements;

6. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

*If to the County:* County Engineer  
Kendall County Highway Department  
6780 Route 47  
Yorkville, Illinois 60560

With copy to:  
Kendall County State's Attorney  
807 John Street  
Yorkville, Illinois 60560

*If to the Grantee:* Kendall County Forest Preserve District  
110 W. Madison Street  
Yorkville, IL 60560

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time;

7. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

- Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby;
8. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement;
  9. This Agreement amends IGAM #24-05 and represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties;
  10. Nothing contained in this Agreement, nor any act of Kendall County or the Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of services on the Project or as otherwise set forth in the Agreement;
  11. This Agreement shall be in full force and effect upon signature by both parties and will terminate upon either (a) payout by Kendall County of Grant funds as described herein, or (b) default by Grantee, whichever occurs first. However, the duty to defend and indemnify shall survive the term of this agreement;

12. Kendall County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date.

County of Kendall, a unit of local government  
of the State of Illinois

Kendall County Forest Preserve District, a  
unit of local government of the State of  
Illinois

By: \_\_\_\_\_  
Matt Kellogg, Chair, Kendall County

By: \_\_\_\_\_  
Brian DeBolt  
President, Kendall County Forest Preserve  
District Board of Commissioners

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

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

*Attest:*

*Attest:*

\_\_\_\_\_  
Debbie Gillette, County Clerk

\_\_\_\_\_  
Seth Wormley, Secretary

EXHIBIT A - PLACEHOLDER



**Fox River Bluffs to Hoover Forest  
Preserve Trail Development**  
Kendall County Forest Preserve District

Prepared Date:02/06/2025

Project #1323

**Cost Estimate - IFP**

\*A cost of \$34,015.30 was added to the base bid for the culvert at the north-east bend

**BASE BID**

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
1	General Conditions and Mobilization including Bonds and Insurance	1	LS	\$ 21,013.00	\$ 21,013.00
2	Tree Protection Fence				By Owner
	Tree Removals				By Owner
	Site Prep, Earthwork, and Grading	1,435	CY	\$ 95.00	\$ 136,325.00
3	Undercut, Removals and Placement of PGE at Trail (to be used only with approval of Owner's Representative)	40	CY	\$ 65.00	\$ 2,600.00
4	Silt Fence	1510	LF	\$ 7.00	\$ 10,570.00
5	Construction Entrance	2	EA	\$ 5,750.00	\$ 11,500.00

**SITE IMPROVEMENTS**

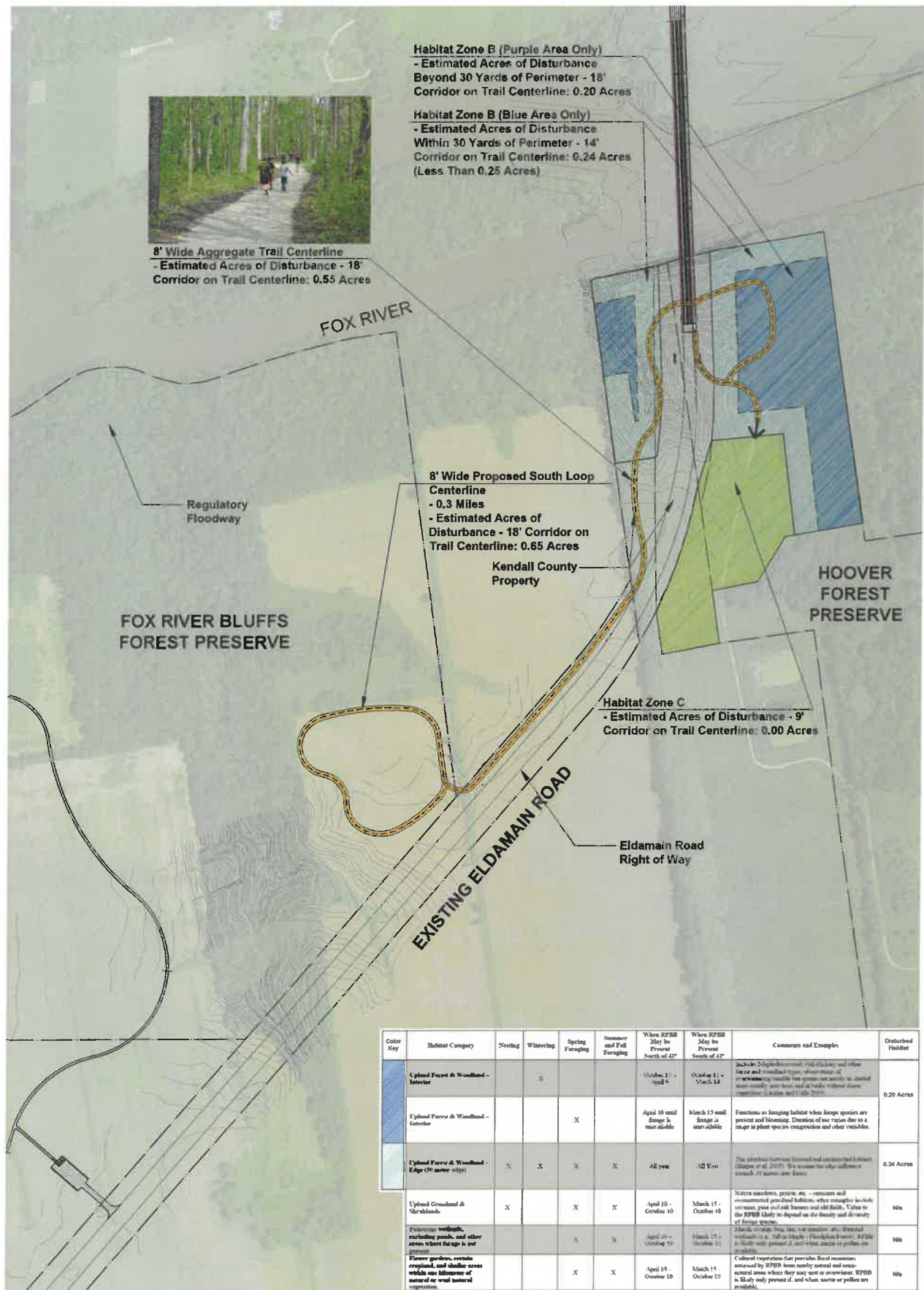
6	Crushed Limestone - Trail	2993	SY	\$ 24.00	\$ 71,832.00
7	Asphalt Paving - Trail	1115	SY	\$ 48.00	\$ 53,520.00
8	20' Boardwalk	1	LS	\$ 47,250.00	\$ 47,250.00
9	42" Concrete Abutments	2	EA	\$ 4,650.00	\$ 9,300.00
10	4" Concrete Curb	145	LF	\$ 40.00	\$ 5,800.00
11	Retaining Wall	67	LF	\$ 550.00	\$ 36,850.00
12	Guardrail	67	LF	\$ 350.00	\$ 23,450.00
13	Safety Warning Sign	7	LF	\$ 250.00	\$ 1,750.00
13	Drainage Pipe	207	LF	\$ 35.00	\$ 7,245.00
14	Flared End Section	3	EA	\$ 750.00	\$ 2,250.00

**LANDSCAPE AND RESTORATION**

15	Lawn restoration and establishment including core aeration, seeding, fertilizing, and erosion control blanket cover at all disturbed areas.				By Owner
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<b>Base Bid Total \$</b>	<b>441,255.00</b>
10% Design and Construction Contingency \$	44,125.50
<b>Grand Total \$</b>	<b>485,380.50</b>
Construction Budget \$	404,000.00
Difference \$	(81,380.50)





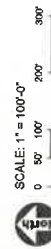
# **Kendall County Forest Preserve District** **Hoover to Fox River Bluffs - Trail Connection**

**SCALE: 1" = 150'-0"**  
 0 75 150 300 450'

**October 7, 2024**  
 Copyright 2024 Upland Design Ltd.  
 Project #1720



# Additional Survey Area



Kendall County Forest Preserve District  
Schedule for Annual Meetings - Calendar Year 2025  
18-Mar-25

**COMMISSION APPROVAL DATE:** 15-Oct-24  
**AMENDED SCHEDULE APPROVAL DATE:** 17-Dec-24 (*Location Change Only*)  
**AMENDED SCHEDULE APPROVAL DATE:** 18-Mar-25

**RESOLUTION #25-03-001: A Resolution Amending Resolution #24-12-001 Approving the CY2025 Regular Meeting Schedule of the Kendall County Forest Preserve District, Kendall County, Illinois**

All meetings of the Kendall County Forest Preserve District Board of Commissioners and Committee meetings will be held in the **Kendall County Historic Courthouse - 3RD Floor Courtroom** located at **109 W. Ridge Street Yorkville, IL 60560**.

The regular meeting dates for Kendall County Forest Preserve District **Commission** meetings are the first and third Tuesdays of each calendar month.

<del>7-Jan-25</del>	<del>6:00 PM</del>	1-Jul-25	6:00 PM	11/04/2025 Elections Day - meeting date change TBA
<del>21-Jan-25</del>	<del>9:00 AM</del>	15-Jul-25	9:00 AM	
<del>4-Feb-25</del>	<del>6:00 PM</del>	5-Aug-25	6:00 PM	
<del>18-Feb-25</del>	<del>9:00 AM</del>	19-Aug-25	9:00 AM	
<del>4-Mar-25</del>	<del>6:00 PM</del>	2-Sep-25	6:00 PM	
18-Mar-25	9:00 AM	16-Sep-25	9:00 AM	
1-Apr-25	6:00 PM	7-Oct-25	6:00 PM	
15-Apr-25	9:00 AM	21-Oct-25	9:00 AM	
6-May-25	6:00 PM	4-Nov-25	6:00 PM	
20-May-25	9:00 AM	18-Nov-25	9:00 AM	
3-Jun-25	6:00 PM	2-Dec-15	6:00 PM	
17-Jun-25	9:00 AM	16-Dec-25	9:00 PM	

The regular meeting date for the Kendall County Forest Preserve District **Committee of the Whole** meeting is the first Tuesday following the first Commission meeting of each calendar month.

<del>14-Jan-25</del>	<del>4:30 PM</del>	8-Jul-25	4:30 PM	11/11/25 Veteran's Day holiday - meeting date change TBA
<del>11-Feb-25</del>	<del>4:30 PM</del>	12-Aug-25	4:30 PM	
<del>11-Mar-25</del>	<del>4:30 PM</del>	9-Sep-25	4:30 PM	
8-Apr-25	4:30 PM	14-Oct-25	4:30 PM	
13-May-25	4:30 PM	11-Nov-25	4:30 PM	
10-Jun-25	4:30 PM	9-Dec-24	4:30 PM	

The regular meeting date for the Kendall County Forest Preserve District **Finance Committee** meeting is the first Thursday in the week following the second Commission meeting.

<del>30-Jan-25</del>	<del>4:00 PM</del>	24-Jul-25	4:00 PM	11/27/2025 Thanksgiving holiday
<del>27-Feb-25</del>	<del>4:00 PM</del>	28-Aug-25	4:00 PM	12/25/2025 Christmas holiday
27-Mar-25	4:00 PM	25-Sep-25	4:00 PM	
24-Apr-25	4:00 PM	30-Oct-25	4:00 PM	
29-May-25	4:00 PM	No Meeting in Nov. '25		
26-Jun-25	4:00 PM	No Meeting in Dec. '25		

The regular meeting date for the Kendall County Forest Preserve District **Operations Committee** meeting is the first Wednesday of each calendar month.

No Meeting in Jan '25		2-Jul-25	5:30 PM	01/01/2025 New Year's Day holiday
<del>5-Feb-25</del>	<del>6:00 PM</del>	6-Aug-25	5:30 PM	
<del>5-Mar-25</del>	<del>6:00 PM</del>	3-Sep-25	5:30 PM	
2-Apr-25	5:30 PM	1-Oct-25	5:30 PM	
7-May-25	5:30 PM	5-Nov-25	5:30 PM	
4-Jun-25	5:30 PM	3-Dec-25	5:30 PM	



## ORDINANCE #25-03-002

### Kendall County Forest Preserve District Athletic Field License Agreement Yorkville Athletic Association NFP (Yorkville Fury)

This License Agreement ("Agreement") is entered into upon the date of the last signature below, by and between the Kendall County Forest Preserve District, a body politic and Illinois unit of local government (hereinafter the "District"), and the Yorkville Athletic Association NFP (hereinafter the "Licensee"), a licensed not-for-profit organization in the State of Illinois.

#### RECITALS

WHEREAS, The District owns the Hoover Forest Preserve in Yorkville, Illinois; and

WHEREAS, Hoover Forest Preserve contains a baseball field, which includes a fenced backdrop, storage unit, picnic pavilion, and turf grass parking area ("License Area"), and

WHEREAS, Licensee desires to renew the agreement for use, and provide assistance maintaining the License Area as specified in **Exhibit A** to conduct little league baseball programs (the "Programs") for the Yorkville Fury baseball teams. (Exhibit A is attached and incorporated into this Agreement by reference).

#### AGREEMENT

NOW, THEREFORE, BE IT ORDAINED BY THE KENDALL COUNTY FOREST PRESERVE DISTRICT BOARD OF COMMISSIONERS AS FOLLOWS:

##### 1. Incorporation

The foregoing recitals are hereby incorporated into this section as if fully reinstated herein.

##### 2. Grant of License - License Period

Subject to the terms and conditions contained in this Agreement, the District grants to Licensee **a one-year license (the "License") beginning on March 19, 2025 and ending on August 31, 2025** to use the License Area to conduct the Programs on the dates and during the hours specified within the attached **Exhibit B**. This license may be renewed for a subsequent two year term subject to approval by the Kendall County Forest Preserve District after December 1, 2025. Exhibit B shall be negotiated and amended each subsequent year within the approximate timeframe thereafter (the "License Periods"). Exhibit B is attached and incorporated into this Agreement by reference. Such use in accordance with this Agreement is hereinafter referred to as the "Licensed Use". The District shall issue permits to the Licensee for the Licensed Use of the Licensed Area. Licensee, its guests and invitees also shall have the non-exclusive right to use the restrooms and other District facilities that are available for public or common use.

##### 3. Supplementary Scheduling

Requests by Licensee for use of the Licensed Area to conduct Programs on dates and/or times other than those specified on Exhibit B, and negotiated schedules thereafter, shall be made at

least fourteen (14) days in advance to ensure availability, and shall be subject to District policies on scheduling priorities.

#### 4. Non-Exclusive License

The License shall be non-exclusive, and the District shall continue its use of the License Area subject to Licensee's scheduled use of such property pursuant to the terms and conditions of this Agreement. The District shall have the right, but not the obligation, to enter onto the License Area at any time to inspect, maintain, repair, replace and reconstruct any improvements located thereon, in such manner as to not unreasonably interfere with the rights of the Licensee under this agreement.

This Agreement is not, and does not, constitute a lease or other rental agreement, and Licensee's non-exclusive right to use the Licensed Area may be terminated in accordance with the terms set forth in this Agreement.

#### 5. Payment Provisions

Licensee shall provide a lump sum payment to the District of two thousand dollars (\$4,410.00) representing payment in full for a one-year License for use of the License Area in accordance with the schedule attached as Exhibit B. Payment is due by April 1, 2025, and by March 1 for each subsequent license year thereafter. Licensee shall reimburse the District for direct costs for rental of portable washroom units requested by the Licensee.

#### 6. Maintenance and Ball Field Facility Improvement Provisions

The District, at its own expense, shall maintain the gravel road and shall mow the grass ball field and adjacent unimproved turf parking area no more than one time per week on an as-needed basis from **mid-March to the end of August for each licensed year.**

Licensee, its contractors, agents and volunteers, may at its own expense, perform additional routine maintenance, mowing and any other ball field turf maintenance activities deemed necessary on an as needed basis. This includes application of fertilizer and weed suppression applied by spreader, but excludes use of chemical pesticides and rodenticides, as application of these chemicals is not consistent with the District's mission of conservation and preservation of local wildlife species, **with the exception of a single early-spring granular application of "GrubEx"** applied in accordance with product labeling to the athletic field turf areas. No chemicals may be applied by a sprayer which could impact surrounding flora and vegetation. Licensee shall also not make any structural improvements and/or changes to the District's property without the prior express written consent of the District. All completed improvements to the athletic field shall be considered District property.

**Additionally, Licensee shall cleanup/pick-up and properly dispose of all trash and debris from the Licensed Area following each Licensed Use.**

Licensee may contract out maintenance of the infields and outfields provided that any contractor engaged by the Licensee for such purpose, or any subcontractor of such contractor, complies with the insurance and indemnification requirements contained herein.

Licensee may contract out for the improvement of the Hoover Ball Field grounds and facilities, at the Licensee's direct cost for said improvements, provided that all such improvements have been presented, reviewed, and approved by the District's Board of Commissioners.

Licensee shall have the following clauses placed within any contracts with Contractors who will be tasked with activities in the License Area:

- a. Contractor shall indemnify, hold harmless and defend with counsel of the Kendall County Forest Preserve District's (the "KCFPD") own choosing, the KCFPD, its officials, officers, employees, including their past, present, and future Commissioners, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims result from the performance of this contract by Contractor or those Claims are due to any negligent, intentional, or willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the KCFPD, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.
- b. Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to the Kendall County Forest Preserve District ("KCFPD"). Before starting work hereunder, Contractor shall deposit with the KCFPD certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) and if Professional Services shall be contracted for, Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. The KCFPD shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of the KCFPD. The KCFPD shall also be designated as the certificate holder. The KCFPD's or Yorkville Athletic Association NFP's failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor be deemed as a limitation on Contractor's liability to the KCFPD in this Agreement.

Contractor will also obtain Insurance against damage or destruction to the District's property and all Property, whether or not owned by the District; that is located at the site of the work, providing "all risk" peril coverage, in the amount of 100% of replacement costs (collectively "All Risk Insurance"). Such insurance shall have an agreed amount endorsement if available.

All policies of insurance required hereunder shall be written by carriers which possess an A- policyholders rating or better and a minimum Class VII financial size category as

listed at the time of issuance by A.M. Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories).

At the request of the Licensee, the District will consider reducing insurance and liability coverage limits for Licensee contractors. Licensee shall submit written requests specifically outlining the work to be performed and available insurance coverage limits to the District at least forty-five (45) days in advance of the work to be performed in order to provide sufficient time for the District to consider and approve or deny the Licensee's request. At least thirty (30) days prior to the beginning of any such contract or subcontract work on the License Area, Licensee shall submit to the District a list of all persons or entities who will provide maintenance services on behalf of the Licensee ("Maintenance Contractors") together with their certificates of insurance demonstrating compliance with the insurance requirements set forth above. The District may require, but is not obligated to provide, its approval of Maintenance Contractors prior to the services being rendered, and if required such approval shall not be unreasonably withheld or delayed.

Prior to performing maintenance on the Licensed Areas, Licensee shall provide to the District in writing the name, address, telephone number and email address of the Contractor hired to complete any maintenance work and that of the Licensee's authorized representative(s) who will have authority to make decisions and take actions on behalf of the Licensee, with respect to this Agreement, and Licensee's obligations hereunder, including in the event of an emergency situation requirement immediate action.

The District shall have the exclusive right to designate the route for machinery and equipment across District property and the placement of materials on District property for all such activity. District, Licensee and any above described Maintenance Contractors shall reasonably cooperate with respect to the commencement, timing and location of such activities so as not to unreasonably disturb or interfere with the District's and/or public's activities elsewhere on District property.

The Maintenance Contractors shall comply with all federal, state and local rules, regulations and licensing requirements, including without limitation licensing requirements of Kendall County, in the conduct of their business and the performance of maintenance services.

The District, at any time, for any reason and in the District's sole discretion, may require any of licensee's Maintenance Contractors, and/or subcontractors to be removed and enjoined from performing any further work on District property.

Licensee will be solely responsible for any and all storage box locks. The District shall have no liability or responsibility for the protection, safety or condition of Licensee Equipment and the Licensee hereby waives and all claims against the District in regard to the same.

Licensee shall immediately advise the District of any damage to any District property, including District facilities within the License Area, after each and every use of the License Area by the Licensee. Any holes or low spots within the infields and outfields shall be promptly filled in by the Licensee or Licensee's maintenance contractors as part of the Licensee's maintenance functions.

The District shall assume no liability or responsibility for property lost or stolen on District property, or for personal injuries sustained on District property during Licensee's use of any

District property and the Licensee hereby waives and relieves the District of any and all claims against the District in regard to the same.

## 7. Indemnification

To the extent allowable by law, Licensee shall indemnify, hold harmless and defend with counsel of the District's own choosing, the District, its officials, officers, employees, including their past, present, and future Commissioners and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, "Claims"), to the extent such Claims directly or indirectly result from the Licensee's usage of the License Area or those Claims are due to any negligent, intentional and/or willful acts, errors, omissions or misconduct of Licensee in its performance of the management of the subject Programs or any other activities under this License. Nothing contained herein shall be construed as prohibiting the District from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification obligations shall survive the termination of this Agreement.

To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby waives any and all rights or claims Licensee may have at any time against the District, its Commissioners, officers, agents and employees for injury to or the death of any person, or for damage, destruction or loss of any property, sustained or incurred by Licensee or any person claiming by, through or under Licensee in connection with the exercise by such persons and the rights and privileges granted to Licensee hereunder, or the conduct of the Licensed Use, except to the extent that such loss, damage or destruction is caused by the willful and wanton conduct of the District or District's agents and employees. Licensee also waives any claims for any personal injury or any loss or damages caused by fire, vandalism, theft or other casualty, to or of any vehicle, equipment, merchandise or personal property on District property at any time during the License Periods.

Further, Licensee's Maintenance Contractors shall indemnify the District and at their sole expense shall provide and maintain adequate insurance as outlined in Paragraph 6. Nothing in this Agreement shall be deemed to constitute a waiver by the District of any immunity from liability which the District may now or hereafter possess under Illinois law, whether by statute, common law, or otherwise.

## 8. Provision and Maintenance of Equipment

Licensee shall provide and be responsible for the proper maintenance and upkeep of all mobile or "non-permanent" baseball and related equipment for use in the Programs, including without limitation, bats, helmets, uniforms, materials, bases, pitching rubbers, field marking materials, baseball fill, drying materials, hand tools, rakes and hoses, locks and keys ("Licensee Equipment"). Licensee shall be responsible for selecting only equipment that meets any and all safety standards and ratings applicable to such equipment. It is further understood that the District shall have no obligation to provide any of the above referenced Licensee Equipment.

## 9. Licensee's Rights and Obligations

In conducting the Licensed Use, Licensee shall adhere to all applicable County and District ordinances, rules, regulations, policies, and procedures. Licensee and all of licensee's employees, contractors, volunteers, members, agents, participants and visitors shall follow the



District's General Use Ordinance whenever on District Property. (Said Ordinance is available here: <https://www.kendallcountyil.gov/home/showpublisheddocument/977/638059323693670000>).

Licensee shall inspect the Licensed Areas prior to executing this Agreement to determine that the License Area is reasonably suited for the use(s) contemplated by the Licensee. Thereafter, Licensee shall inspect the Licensed Areas prior to and subsequent to each use by Licensee to identify any potential safety hazards. Licensee shall take all reasonable and appropriate measures to protect all Program participants, spectators, visitors, guests, officials and any other persons reasonably anticipated to be present during, or involved in, the Licensed Use, from known safety hazards. Licensee shall promptly advise the District of any known safety hazards prior to using, or allowing its participants to use the subject License Area.

Licensee shall use the Licensed Area at its own risk. Licensee is solely responsible for any and all supervision and security services for the Programs, and acknowledges that the District shall not provide, nor shall it be obligated to provide, any security or protection in connections with the Licensees use of the License Area.

#### 10. Term, Termination and Modification

The District reserves the right to alter the terms and conditions of the License, or to terminate the License after providing fourteen (14) days advance written notification if the District is cancelling the license due to no cause of Licensee. However, the District reserves the right to terminate this license agreement without notice (for "cause") due to the misconduct of the Licensee or any person associated with the Licensee or actions of those present at the Licensee's event that involve misuse, destruction, or damage to District property. Further, the District reserves the right to terminate this License Agreement without notice for purposes deemed necessary for public safety, necessary for the preservation of property, or because Licensee has breached any of its obligations under this Agreement.

**The District reserves the right to amend this agreement to include a required annual security deposit and per event grounds maintenance penalty provisions, with such deposit and penalty sums, subject to determination by the District's Board of Commissioners, for Licensee's failure to meet its obligations for trash cleanup and removal following each scheduled use.** This requirement shall only be imposed in the event that the Licensee fails to meet its obligations for trash cleanup and removal.

If the District cancels the License Agreement without cause, a prorated refund of the license fee and remaining portion of the security deposit will be refunded to the Licensee. The percentage of the prorated refund will be calculated based on the ratio of remaining days scheduled for use divided by the total number of scheduled use days within each license year as provided in Exhibit B, or subsequent negotiated use schedules.

Unless sooner terminated in accordance with the provisions of this Agreement, and subject to the survival of certain obligations as provided in this Agreement, the initial term of this Agreement shall terminate for all purposes on August 31, 2025. Should the Board of Commissioners elect to renew the agreement for a subsequent two-year term, the subsequent term of this agreement shall terminate for all purposes on August 31, 2026.

## 11. No Third Party Beneficiary / Joint Venture

This Agreement is entered into solely for the benefit of the District and Licensee, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entirety who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. This Agreement does not create, acknowledge, or imply a joint league, joint function, joint venture, or joint enterprise between the Licensee and District.

## 12. Liens

Licensee covenants and agrees that it will not permit or suffer any lien to be put upon, or arise or accrue against the District's Property or the License Area, in favor of any person or persons, individual or corporate, for furnishing either labor or material, for equipment supplied to or work to be performed on District property or the License Area. Licensee further covenants and agrees to hold the District, District property and the Licensed Area free from any and all liens, or rights of claims of lien, which may, or might arise or accrue under, or be based upon any mechanic's lien law, or other similar laws, of the State of Illinois, now or hereafter in force.

All contracts and agreements that may be made by Licensee, relating to the provision of labor or material for any work to be performed on the Licensed Area, shall expressly state that the interest of the District in and to the Licensed Area shall be wholly free from, and not subject to any lien or claim of any contractor, subcontractor, mechanic, materialman or laborer, whether based upon any law or regulations of the State of Illinois, or any other authority, now or hereafter in force to be enacted, and Licensee also hereby agrees and covenants that it will not enter into any contract for such work, which shall not, in express terms, contain the aforesaid provisions.

## 13. General Provisions

The indemnification provisions set forth in this Agreement and all other rights and obligations of the District and Licensee which by their terms must necessarily be exercised or performed after the termination of this Agreement or expiration of the License Period, shall survive such termination or expiration.

This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

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

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the District, Kendall County Forest Preserve District, Attention: Director, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023 with copy sent to: Kendall County State's Attorney, 807 John

Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Licensee, to: Yorkville Athletic Association (Yorkville Fury), 1089 Stillwater Court, Yorkville, IL 60560. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

No waiver by the District of any default of Licensee shall be implied from any omission by the District to take any action on account of such default if such default persists or be repeated., and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

Headings of sections are for convenience only and do not limit or construe the contents of the sections.

This Agreement represents the entire and integrated Agreement between the District and Licensee and supersedes all prior written and/or oral negotiations, representations or agreements between the District and Licensee. To be valid, any amendment or modification to this Agreement must be in writing, dated a date subsequent to the date of this Agreement, and signed by both parties.

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

The parties each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the District and the Licensee has caused this Agreement to be executed on March 18, 2025 by a duly authorized officer thereof.

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

Brian DeBolt, President  
Kendall County Forest Preserve District

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

Kurt Muell, President  
Yorkville Athletic Association (Yorkville Fury)

## YORKVILLE FURY LICENSE AGREEMENT

### EXHIBIT A: LICENSE AREA



## **Yorkville Fury License Agreement – Exhibit B**

### **License Periods**

#### **WEEKDAYS (M-F)**

##### **March 19, 2025 – May 2, 2025**

Mondays, Tuesdays, Wednesdays, Thursdays and Fridays:  
4:30 pm to 30 minutes prior to preserve closing at dusk

##### **May 5, 2024 – August 29, 2025**

Mondays, Tuesdays, Wednesdays, Thursdays and Fridays:  
5:00 pm to 30 minutes prior to preserve closing at dusk

#### **WEEKENDS (SA-SU)**

##### **March 22, 2025 – June 29, 2025**

Saturdays and Sundays

One five hour block on each weekend day – schedule TBA between the hours of 9 am and 30 minutes prior to preserve closing at dusk

##### **July 5, 2025 - August 31, 2025**

One five hour block on each weekend day – schedule TBA between the hours of 9 am and 30 minutes prior to preserve closing at dusk

## YORKVILLE FURY LICENSE AGREEMENT – EXHIBIT C

### REQUIRED INDEMNIFICATION AND INSURANCE FOR PAID CONTRACTORS AND SUBCONTRACTORS

- a. Indemnity: Vendor agrees to save, defend, hold harmless and indemnify District and each of its commissioners, officers, director, agents, employees, invitees and others associated with it from and against any and all suits, claims, losses, judgment(s) damages and expenses (including attorneys fees), etc. that are based upon, or that arise or are alleged to have arisen out of, any act or negligence of the Contractor or of any agents, servants or employees of the Contractor or any of its subcontractors.
- b. Insurance Coverage: The Contractor shall maintain in force at his/her expense the following insurance, it being understood that the District shall have the right to reasonably require the Contractor to adjust the coverage limits set forth below at any time:

Insurance against damage or destruction to the District's property and all Property, whether or not owned by the District, this is located at the site of the work, providing "all risk" peril coverage, in the amount of 100% of replacement costs (collectively "All Risk Insurance"). Such insurance shall have an agreed amount endorsement if available.

Statutory worker's compensation coverage, and employer's liability coverage in the amount of \$1,000,000 bodily injury by each accident, \$1,000,000 bodily injury by disease each employee, \$1,000,000 bodily injury by disease policy limit, or such lesser amount as may satisfy carriers of the Contractor's umbrella liability coverage.

Automobile liability coverage for bodily injury and property damage with a combined single limit per accident of \$1,000,000 for any owned, non-owned or hired automobile.

"Occurrence type" general liability insurance against bodily injury and property damage arising from occurrences in and about the site of the work and covering the Contractors contractual liability for indemnification under this Agreement. Such Insurance shall include product liability and completed operations coverage and a broad form general liability endorsement (ISO Form GL-0404 or its equivalent). Such coverage shall be in the amount of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Where professional services are to be rendered under the Contract, professional liability insurance coverage in an amount satisfactory to the District shall also be obtained by the Contractor.

Umbrella liability coverage, (in form no less broad than underlying coverage) to apply in excess of automobile, general, contractual and employer liability, in an amount necessary to increase overall coverage to \$3,000,000 per occurrence.

- c. Insurance Requirements: All policies of insurance required hereunder shall be written by carriers which possess an A- policyholders rating or better and a minimum Class VII financial size category as listed at the time of issuance by A.M. Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories).

All policies of liability insurance shall name the Forest Preserve District of Cook County as an Additional Insured. All policies shall provide that they may not be canceled, renewed or reduced unless at least thirty days' prior written notice thereof has been provided to the Additional Insureds.

- d. Insurance Certificates: Not later than the date on which coverage is to be provided hereunder and prior to the commencement of subsequent insurance renewals, Contractor shall furnish to District a certificate evidencing the required coverage.

To: Kendall County Forest Preserve District Committee of the Whole  
From: David Guritz, Executive Advisor  
RE: TC Energy Build Strong Program Application – Focus Areas and Recommendations  
Date: March 10, 2025

### **Education**

We provide funding to initiatives that improve access to education for future energy problem solvers. We focus our giving on students in grades 3-12, post-secondary students, and the current and future energy workforce. Build Strong aims to embed a culture of inclusion across our organization and ensure the diversity of employees reflects the communities in which we live and work, while ensuring the energy workforce is equitably seeded and supported for today and tomorrow. We support:

STEM programs and equipment (Ex: math programs, robotics programs, STEM camps, **environmental education**)

Example: \$25,000 for free in-county school field trips at the new Subat Nature Center.

Includes field trip transportation funding support and tuition offsets.

### **Environment**

TC Energy's goal is to leave the environment where we work in a condition equal to, or better than, we found it. Build Strong aims to ensure sensitive lands and their inhabitants are restored and conserved, and that potential impacts are mitigated, so we can protect and enhance the environment for today and tomorrow. We support:

Land (Ex: parks, forests, prairies, wetlands, tree plantings, flora)

Water (Ex: streams, rivers, oceans, lakes)

Species-at-risk (Ex: mammals, bird, fish, amphibians, invertebrates)

Example: \$25,000 for restoration of the Eldamain-Schaefer Road Fen to support the local population of Rusty-Patched Bumble Bee; Monarch Butterfly, and other pollinators.

### **Equipment – In-Kind Donation:**

KCFPD Equipment Replacement Needs: ATV, Skid Steer, or Tractor Replacement

### **Staff Recommendation:**

1. Secure IDNR Habitat Grant Funds to support the restoration of the Eldamain-Schaefer Road Fen.
2. Apply for Environmental Education STEM program funding to fund in-county field trips to the new Subat Nature Center.



**FARM LICENSE AGREEMENT #25-02-001**

**Baker Woods Forest Preserve**

This AGREEMENT is made this 18TH day of MARCH, 2025 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Lessor, and Kyle Connell, of 7485 Nettle Creek Road, Morris, Illinois, 60450, Lessee, including all heirs and assigns.

WHEREAS, the Lessor is the owner of certain lands situated in the County of Kendall, Township of Seward and State of Illinois described as:

PIN#s:        Exhibit 1A: 106.7 acres total

Hayfields        Field A and B: 09-16-200-013 (58.78-acres)  
                         1. 22.0-acres 50/50 cost share for hay production  
                         2. 36.78-acres hay production

Row Crop        Field C: 09-10-300-002 and 09-09-400-003 (47.92-acres)

Exhibit 1B: 23.62 acres total

Conversion: Hayfield to Row Crop Production  
Field A and B: 14.7 acres + 2.73 acres: 09-09-400-004

Conversion: Hayfield to Row Crop Production  
Field C:        6.19 acres: 09-16-200-013

**Total Acres: 130.32 acres**

**2025 Production:    A. 71.54 acres for row crop production**  
                              **B. 36.78 acres for hay production**  
                              **C. 22.0 acres for 50/50 hay production**

WHEREAS, Lessee desires to use the above-described real estate for farming purposes and Lessor desires to have the real estate farmed.

WHEREAS, both Lessee and Lessor hereby agree that there are 130.32 tillable acres suitable for agricultural production on the above referenced parcels hereinafter referred to as the 'Subject Property'; and the Lessor hereby grants to the Lessee a farm license in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on March 19, 2025, and ending on December 31, 2025 subject to the conditions and limitations hereinafter described.

### **A. Row Crop Production Acres**

Lessee shall pay Lessor an increased **Base Rate** of \$260.00 (two-hundred and sixty dollars) per tillable acre for the 71.54-acres under row crop production, plus a **Flexible Rate**. The Base Rate is payable no later than May 31, 2025, and Lessee agrees that failure to pay by this date may terminate this Lease Agreement.

Lessee shall pay Lessor a **Flexible Rate for tillable soils under row crop production** equal to:

$$(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\%) - \text{Base Rent}$$

*(See Exhibit C for example.)*

Average Grain Price shall be calculated by utilizing the closing price on the Chicago Board of Trade futures market on the first trading day of each month from January through October. The Basis shall be fixed at \$0.30 for corn and \$0.40 for soybeans.

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page one of this agreement.

Crop Insurance shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Lessee, less the premiums paid on such policy(s).

The Flexible Rate is payable on or before December 31 of each License year. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Lessor.

### **B. Hay Production Acres**

Lessee shall pay Lessor an increased **Base Rate** of \$280.00 (two-hundred and eighty dollars) only per acre for the 36.78-acres of tillable soils converted over to hay production in 2020. The Base Rate only shall be paid for acres in hay production, payable no later than May 31, 2025, and Lessee agrees that failure to pay by this date may terminate this Lease Agreement.

### **C. 50/50 Hay Production**

Production: Licensee has seeded and will maintain 22.0 tillable acres within the Exhibit 1A - Field A hayfield with 50/50 grass and alfalfa hay. Licensee and Licensor shall split evenly the bales of hay produced from the Subject Property.

Input Expenses: Licensee and Licensor shall split evenly the expenses, fertilizer, and other agreed upon inputs to the Subject Property. All of the expenses, however, must be approved by Licensor before they are incurred. Licensee shall provide all machinery and equipment at Licensee's expense.

Surplus Hay: Licensee, with prior approval by the Licensor, is required to purchase surplus hay bales from the Licensor's portion of hay produced. The surplus bale purchase price will be based on published hay market prices for the month of the each cutting.

Calculation of Market Price: The Iowa Hay Report in the cutting month shall serve to determine market price for "Good" Alfalfa and Mixed Grass Hay priced per ton, using the low price range figure for determining the cost per ton:

<https://usda.library.cornell.edu/concern/publications/wd375w32h?locale=en&page=4#release-items>

Standard Measure: Small bale cost equivalency will be based on a two-string bale standard weight and dimensions:

A standard two string bale measure is 14" high x 18" wide x 35" long and weighs 60 lbs.

Market Price per ton Conversion Formula:

1) Convert pricing per ton to small bale equivalency:

2,000 lbs. per ton divided by 60 lb. per standard bale = 33.33 bales per ton

2) Apply the Iowa Hay Report market pricing for the cutting month to determine market price for "Good" Alfalfa and Mixed Grass Hay priced per ton, using the low price range figure for determining the cost per ton:

Cost per ton divided by 33.33 bales per ton = \$\_\_\_\_ small bale price equivalency

3) Surplus hay purchase cost to the Farm Operator will be 50% of the small bale equivalency price per ton based on the reported market price in the month of cutting.

\$\_\_\_\_ small bale price equivalency X .5 = \$\_\_\_\_ Licensee purchase price per small bale.

Storage: Licensee shall extend an option for storage of remaining portions of the Licensor's share of hay produced at a cost of \$0.50 per small bale delivered. The storage fee will be paid (or deducted from amounts owed to the Licensor) no later than November 30 of each license year.

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

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

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. Prior Agreements: All previous agreements between the Parties, whether oral or in writing, are hereby revoked. Neither party will seek to enforce any previous oral or written agreement between the Parties, regarding the license or use of the Subject Property.
3. Term: This license is for a term of one year ending December 31, 2025, with hay Storage provisions in effect through April 30, 2026.
4. Limited License: This Agreement grants only a contractual license to use the Subject Property under the terms and conditions stated herein. Further, the rights granted by Licensor herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
5. Taxes: Licensor makes no claims as to the tax status of the Subject Property. As required by section 15-15 of the Illinois Property Tax Code, the Licensor will file a copy of the Agreement and a complete description of the premises with the assessment officer. 35 ILCS 200/15-15. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in the Illinois Property Tax Code, at any time during the term of this License, it shall be the obligation of the Licensee to pay such taxes as are incurred during that term. At the termination of this Agreement, Licensee shall pay all taxes incurred, though not yet due and owing. Any such taxes shall be prorated based on 100% of the previous year's taxes. Licensee's obligations under this paragraph extend beyond the license year, and until all incurred taxes are paid.
6. Erodible Soils: The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
7. "As is" Property: The Licensee has inspected the Subject Property prior to signing this Agreement and accepts the condition of the Subject Property "as is."
8. Records Requirements: Licensee shall keep and provide to the Licensor the following records at the end of the License term:
  - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30 of each year of the License. The Licensee shall apply the minimum amount of fertilizer required to maintain the elemental P

(phosphorus) at 80 pounds per acre and elemental K (potassium) at 50 pounds per acre.

- B. Fertilizers and rates applied
- C. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Number and dates of bales harvested from the Subject Property.
- E. Number and dates of bales delivered to Ellis Equestrian Center.

9. If Lessee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Lessee farms the Subject Property for a period less than four (4) years, the Lessor will reimburse the Lessee for the cost of the limestone less the total annual depreciation. Lime shall be applied when soil pH is less than 6.2.

10. Pesticide Use:

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

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

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

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

14. Termination: The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. To the extent permitted by law, the Licensors may terminate this Agreement at any time and for any reason by giving thirty (30) days' notice in writing to the Licensee. In the event of early termination, Licensors shall pay the Licensee for its one-half share of any hay cutting that has not yet taken place during the License year when the License is terminated based on the formula for surplus hay sales set forth above. Licensee hereby waives its rights to seek any other amounts from Licensors in the event the License is terminated.

15. Insurance & Liability:

- A. Licensee shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the Subject Property. The cost of such insurance shall be borne by the Licensee. Minimum scope and limit of insurance coverage shall be at least as broad as:
  - i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 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.
  - ii. Workers' Compensation insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. (This applies to a Licensee with employees).

- iii. Property insurance against all risks of loss to any Licensee improvements or betterments, at full replacement cost with no coinsurance penalty provision.
  - iv. Farm Pollution Liability covering third party liability for bodily injury or property damage with limits no less than \$1,000,000 per occurrence.
- B. If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, Licensors requires and shall be entitled to the broader coverage and/or the higher limits maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Licensors. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Licensee, nor be deemed as a limitation on Licensee's liability to Licensors in this Agreement.
- C. Other Insurance Provisions:

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

- i. Additional Insured Status. Licensors, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the 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).
- ii. 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 Licensors, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Licensors, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.
- iii. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Licensors.
- iv. Waiver of Subrogation. Licensee hereby grants to Licensors a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensors 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 Licensor has received a waiver of subrogation endorsement from the insurer.

- v. 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 Licensor.
- D. Licensee shall furnish the Licensor 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 Licensor before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The Licensor reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
- E. Special Risks or Circumstances. Licensor reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- F. Licensee shall indemnify, hold harmless and defend with counsel of Licensor's own choosing, Licensor, 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 Agreement 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 in its performance under this Agreement.

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 Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

16. Anti-Discrimination Compliance: Licensee, his officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the



Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

17. 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 Agreement, or, if any Kendall County Forest Preserve officer or elected official does have a direct or indirect pecuniary interest in Licensee or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

18. 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.

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

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

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

approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

22. Waiver of Lien: Licensee hereby waives any claim of lien against subject premises on behalf of Licensee, its officers, insurers, employees, agents, suppliers and/or sub-contractors

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

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

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

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

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

Licensors, send to:

Kendall County Forest Preserve District

Brian DeBolt, President  
110 W. Madison Street  
Yorkville, Illinois 60560

Licensee send to:

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

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

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

Licensor:

Kendall County Forest Preserve District

By: \_\_\_\_\_  
Brian DeBolt, President

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

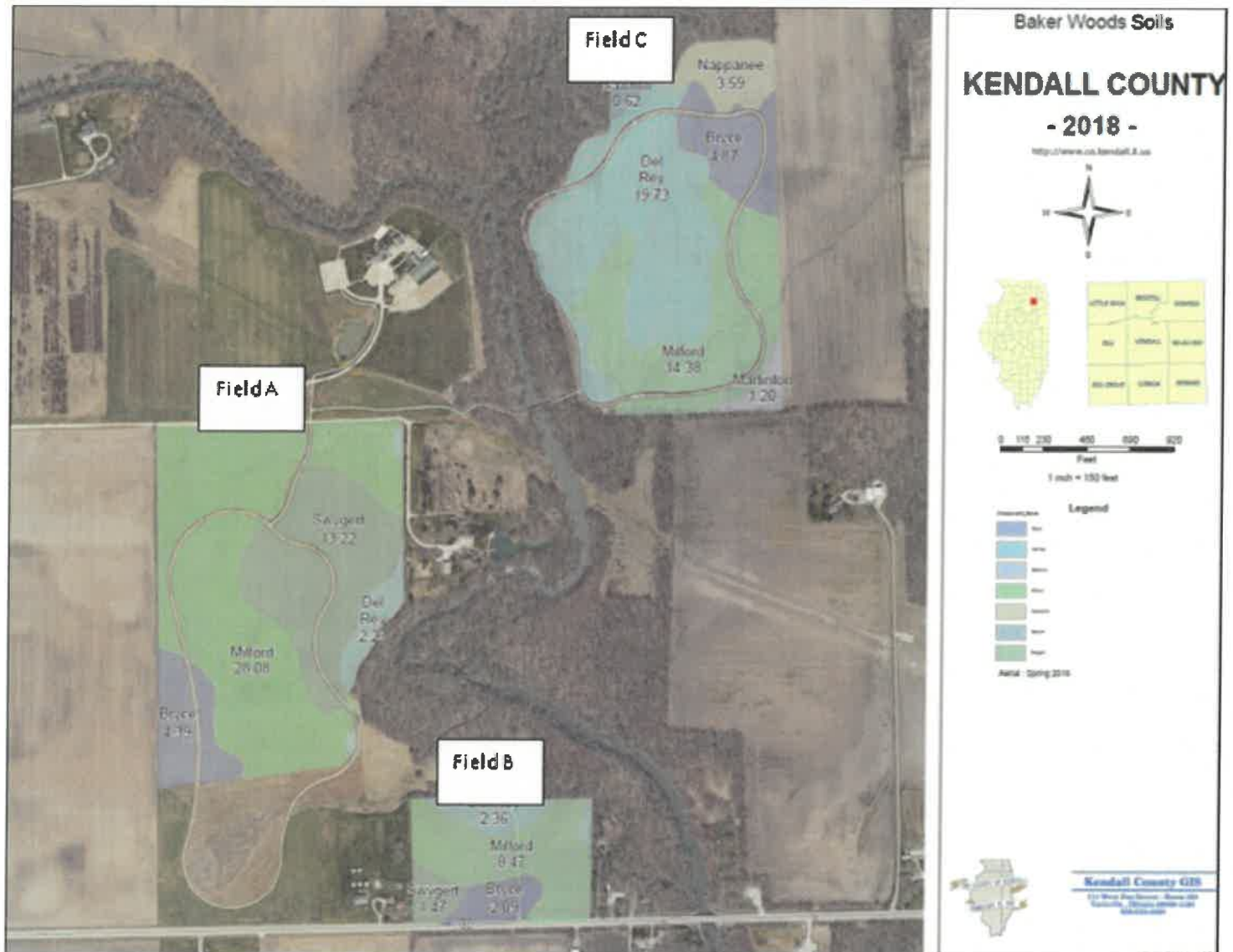
Licensee:

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

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

## Exhibit 1A

### Field A and B: Hay Production (Seeded in 2020) Field C: Row Crop Production



## Exhibit 1B

### Conversion of Existing Hayfields to Row Crop Production



Existing Hayfields – Conversion to Row Crop Production (Fields Labeled A, B and C)



New 22-acre 50/50 hay production



## Exhibit C

### Flexible Rate Calculation Example

For the following values for a 100 acre site with a base rent of \$200 per acre:

Average grain price = Corn \$5 per bushel

Basis = \$0.30 per bushel

Yield = 200 bushels per acre x 100 acres = 20,000 bushels

Crop Insurance = 0

Base Rent = 100 acres x \$200 per acre = \$20,000

$$(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\% - \text{Base Rent}$$

$$(((\$5 - \$0.30) \times 20,000) + 0) \times 33.33\% - \$20,000 = \$11,330.20$$

The base rate amount is due May 31.

The flexible rate amount is due December 31.

# Mike & Mike Painting Proposal

Name Ellis House Equestrian Center Att Marty Vick  
Address 13986 McKanna Road  
City: Minooka IL  
Zip. 60447

Phone.  
Email 67vet427@sbcglobal.net

Dupage House Painters  
86 Olesen Drive  
Naperville IL 60540  
Michael Hannan & Michael Prette  
Michael@dupagehousepainters.com

- 
1. Power washing of all cedar soffits, fascia, wood tri, and cedar wood trim. All cedar. All stucco also ===== \$1200.00
  2. Patching of three large Woodpecker holes on cedar. using Crawford's Patch.===== \$300.00
- 

- A. Remove any loose caulking.
- B. Caulking of all cracks, seams, and knot holes on all cedar surfaces using DAP Quickdry 55 Year Caulking.
- C. Then apply two coats of Benjamin Moore Woodluxe Solid Color Stain to all said cedar soffits, fascia, trim, and frames.
- D. Apply two coats of Benjamin Moore Element Guard to all of the stucco siding on the main building.
- E. Painting of main entry front doors. Two coats of Benjamin Moore Regal Select Exterior Satin.
- F. Staining of all high attic vents. Two coats of Benjamin Moore Woodluxe Solid Color Stain.
- G. Painting of the front office door. Two coats of Benjamin Moore Regal Select Exterior Satin.
- H. Staining of all front porch cedar posts, using Benjamin Moore Woodluxe Solid Color Stain. Two coats.

Total materials, paint, stain, and labor for all the cedar, stucco, and door work listed ===== \$34,416.00

Total materials, paint, stain, and labor cost for all work listed above = \$35,917.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workman like manner .

Checks payable to Michael T Hannan or Zelle accepted . Credit card has a 5 % fee

Deposit of \$11,972 .00

\$11,972.00 at halfway point

\$11,972 .00 upon completion

Respectively submitted Michael Hannan & Michael Prette

## ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_





## Mike & Mike Painting Proposal

Name Ellis House Equestrian Center Att Marty Vick Filling of all woodpecker holes  
Address 13986 McKanna Road  
City: Minooka IL  
Zip. 60447  
Phone. 630-774-0692  
Email mvick@kendallcountyill.gov

Dupage House Painters  
86 Olesen Drive  
Naperville IL 60540  
Michael Hannan & Michael Prette  
Michael@dupagehousepainters.com

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A. Patching of all woodpecker holes including the ones over the fireplace. ===== \$600.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workman like manner .

Checks payable to Michael T Hannan or Zelle accepted . Credit card has a 5 % fee

Deposit of 0

\$600 .00 upon completion

Respectively submitted Michael Hannan & Michael Prette

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_





## JOB QUOTE – EH01

### Exstream Clean

27E Stonehill Rd, Oswego, IL 60543

(Office) 630-636-6527 (Mobile) 331-220-5540

[service@exstreamclean.com](mailto:service@exstreamclean.com) [www.exstreamclean.com](http://www.exstreamclean.com)

17 February 2025

Page 1 of 1

BILLING:		SITE:	
Ellis House and Equestrian Center 13986 McKanna Rd, Minooka, IL 60447 Attn: Marty Vick		Ellis House and Equestrian Center 13986 McKanna Rd, Minooka, IL 60447 Attn: Marty Vick	
DESCRIPTION OF WORK – SCOPE:			COST:
<b>Scope: Soft wash buildings (siding, fascia, soffit, &amp; exterior gutters).</b> <b>Comes with a 3-year no mildew regrowth warranty.</b>			
Soft wash exterior of Ellis House and Equestrian Center			\$920
Soft wash exterior of large barn South East of the Equestrian Center			\$510
COI will be provided prior to work commencing. Note: If named additional insured endorsement is required, \$250 will be added to the quote per endorsement. To be included as additional insured with blanket coverage is no extra charge.			
Thank You, <i>Chris Hadsall</i> - Owner		<b>SCOPE - TOTAL COST:</b>	\$1,430

### ACCEPTANCE

You hereby authorize **Exstream Clean LLC** to complete the work listed in the above proposal and agree to pay the costs listed in said proposal and according to the terms thereof. **25% commitment deposit required for quotes over \$2000 prior to start of project unless otherwise stated.**

#### COMPANY NAME:

Company Legal Name

#### AGENT SIGNATURE:

AS ITS:

Agent Title

#### PRINTED NAME:

Agent Printed Name

DATE:

Date

Thank you for your interest in Exstream Clean, LLC. This proposal is valid for 30 days.

Please note, future pricing will reflect minimum wage increases. Please call with any questions or concerns.

Payment terms: Net 15 According to the Contractor Prompt Pay Act.