

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

**TUESDAY, APRIL 8, 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 (031525F and 033125F)
- VII. Review of Preliminary Financial Statements through March 31, 2025
- VIII. **OLD BUSINESS**
 - A. **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 for Approval
 - B. TC Energy – Build Strong Community Giving Program – Project Application Final Staff Recommendations
- IX. **NEW BUSINESS**
 - A. **MOTION:** Approval to Forward the Mack & Associates PC FY24 Audit Report of the Kendall County Forest Preserve District to Commission for Approval
 - B. **MOTION:** Approval to Forward the Mack & Associates PC Single Audit Proposal for the District's IDNR OSLAD Grant #OS 23-2290 for the Subat Nature Center Project to Commission for Approval
 - C. **MOTION:** Approval of a Special Use Permit with the Kendall County Horse Show Association for Use of the Harris Arena and Shelter 7 for KCHSA Horse Show Events to be Held on June 29, 2025; August 23, 2025; October 4, 2025 and October 12, 2025 including Waiving of Fees and Charges
 - D. **MOTION:** Approval of Amended Terms to the Special Use Permit License Agreements with the University of Illinois - Cooperative Extension for Use of the Harris Arena and Shelter 7 for 4H Horse Show Events to be Held on June 21, 2025 and July 19, 2025
 - E. **MOTION:** Approval to Forward Change Order #002 (Contract Contingency Allowance Reduction) in the Amount of \$57,148.20 for the Mary M. Subat Nature Center Project #23-429-1495 to Commission for Approval
 - F. **MOTION:** Approval to Forward a One-Year Contract Extension with Groot Enterprises, Inc. of Plano, Illinois for Trash and Recycling Removal from Harris, Hoover, Baker Woods, and Pickerill-Pigott Forest Preserves for a Total Amount of \$5,013.24 for Services Extending May 1, 2025 through April 30, 2026 to Commission for Approval
- X. **OTHER ITEMS OF BUSINESS**
 - A. Grant-Funded Project Updates
 - 1. Subat Nature Center Project Updates – IDNR OSLAD Grant Extension Request to July 31, 2025
 - 2. Hoover-Fox River Bluffs Forest Preserve Trail Connector Project
 - B. Commission Agenda Items Recommended for Approval (March Operations Committee)
 - 1. KCFPD Employee Handbook Policy Changes
 - 2. Yorkville Fury License Agreement
 - C. Downstate Forest Preserve Act Amendment Legislative Updates – HB2393 Amendment – Forest Preserve Revenue
 - D. Hoover Forest Preserve Wastewater Treatment Facilities - IEPA Compliance Response Letter
- 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: March-April 2025 Leadership Team Report
Date: April 8, 2025

Administrative Projects

- Executime Transition – Completed. All benefit time balances updated for all District staff. First Executime payroll period processed.
- Wesley Hughes remainder estate – Disbursement anticipated after March 31, 2025 estate closings.
- ANR Pipeline Easement Agreement – expecting updated redline in April.
- RTP trail survey work completed. IGA draft amendment increasing KC-TAP funds completed for Committee of the Whole review.
- OSLAD grant 2-month extension request in process to ensure sufficient time to finish out the project's exhibits. Extension request will be through July 31, 2025.
- ComEd Green Region grant application submitted. Final TC Energy grant application recommendations scheduled for presentation at the Committee of the Whole meeting.

Grounds and Natural Resources Updates

- Kaeser Compressors is scheduled for service of the two treatment pond aerators on April 11, 2025.
- Letter of compliance with IEPA for Hoover wastewater treatment facilities submitted.
- Examining opportunities for assignment of a new Operator to support required monthly IEPA testing and reporting.

Education Updates

- The District has been approached by the Kendall County Soil and Water Conservation District requesting participation in the 2025 Natural Resource Tours held at Silver Springs State Park. Programs are scheduled for May 1, May 7, and May 8 for five hours each day, plus one hour for program prep and travel. Due to instructional staff limitations due to other education programs scheduled, Antoinette White, David Guritz, and Stefanie Wiencke have committed to one day of instruction each, with District staff cost estimate for participation of just under \$1,000.00.

District staff is requesting a brief discussion on directions for future participation, with the following recommendations:

1. Future participation should require revenue sharing to minimally cover direct staff costs for delivery.
 2. The District should be acknowledged as a project partner.
- Subat Nature Center Progress
 - Exhibit narrative(s) and design feedback in final stages.
 - Waiting to receive mock-up template for interpretive signs.

Remaining License/Lease Renewals

- Yorkville Athletic Association / Yorkville Fury License Renewal (April)

Grant-Funded Projects/Applications Pending

- IDNR-RTP Grant –NOSA Anticipated in April 2025
 - KC Highway revisions incorporated into final plans.
 - Evaluation of revised trail corridor cost in progress.
- IEPA-Section 319 Grant – grant award announcements - TBD
- ComEd-Green Region Grant – application submitted.
- TC Energy - \$25,000 – Subat Nature Center STEM-based field trip programming.
- IDNR Habitat Grant (Summer 2025 Application)

Forest Foundation of Kendall County

- Continued discussion of business plans and opportunities to expand the Tree Memorials Program.
- Sponsoring a floristic quality inventory study of Millbrook North Forest Preserve.
- Supporting prairie restoration efforts at Hoover with Richard A. Dombrowski memorial funds.

Claims Listing

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Grounds	1153	KENDALL COUNTY HIGHWAY DEPARTMENT	FY24Salt	Road Salt FY2024	19001162 68580	Grounds and Maintenance	\$138.62
	1323	MENARDS	20036	Paint	19001162 68580	Grounds and Maintenance	\$71.69
					Sub-Total	Sub-Total	\$210.31
					Ellis Grounds Total	Total	\$210.31
Ellis House	2047	COMED	2346189000033125	ComEd Ellis House	19001160 62270	Utilities	\$1,478.69
	4762	WATCH COMMUNICATIONS	1405336033125	Ellis Internet Services	19001160 62270	Utilities	\$113.89
					Sub-Total	Sub-Total	\$1,592.58
					Ellis House Total	Total	\$1,592.58
Environmental Educ. Natrl Beg.	1323	MENARDS	19740	Plunger, drain cleaner, utility hangers	19001178 63030	Program Supplies	\$17.93
	3380	AMAZON CAPITAL SERVICES	13NT-7D1V-K934	Liquid Watercolor	19001178 63030	Program Supplies	\$8.19
	3380	AMAZON CAPITAL SERVICES	1FTK-HRDC-JP79	Chicken feed	19001178 63030	Program Supplies	\$19.99
					Sub-Total	Sub-Total	\$46.11
Environmental Education Camps					Environmental Educ. Natrl	Total	\$46.11
	3380	AMAZON CAPITAL SERVICES	1XC9-9T6R-N73N	Storage bags, cardstock, tongue depressors	19001177 63030	Program Supplies	\$63.89
					Sub-Total	Sub-Total	\$63.89
					Environmental Education Total	Total	\$63.89
Environmental Education School	3380	AMAZON CAPITAL SERVICES	1P47-YWDD-4QWN	Maple Syrup	19001176 63030	Program Supplies	\$51.78
					Sub-Total	Sub-Total	\$51.78
					Environmental Education Total	Total	\$51.78
Forest Preserve							

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Director	2977	HINCKLEY SPRINGS	23300023 032025	Water Delivery	190011 62000	Office Supplies	\$57.83
	3380	AMAZON CAPITAL SERVICES	1TM6-VCDC-6P34	Tape, post it notes	190011 62000	Office Supplies	\$32.43
						Sub-Total	\$90.26
	3656	MINOOKA CCSD #201	1224-225	Abatement Assessment	190011 62150	Contractual Services	\$397.32
						Sub-Total	\$397.32
	2047	COMED	1017879000033125	ComEd Baker Woods	190011 63510	Electric	\$26.69
						Sub-Total	\$26.69
	498	MACK & ASSOCIATES PC	11978	Audit FY2024	190011 65490	Auditing & Accounting	\$12,500.00
						Sub-Total	\$12,500.00
	2826	LITE CONSTRUCTION INC	SubatPayApp7	Subat Pay App 7	190411 70330	Construction	\$44,275.74
Grounds and Natural Resources						Sub-Total	\$44,275.74
					Forest Preserve Director	Total	\$57,290.01
	556	FLATSO'S TIRE SHOP	34921	Tires	19001183 62160	Equipment	\$296.00
	556	FLATSO'S TIRE SHOP	34944	Tires	19001183 62160	Equipment	\$296.00
	556	FLATSO'S TIRE SHOP	34997	Valve Stem Replacement	19001183 62160	Equipment	\$25.00
	556	FLATSO'S TIRE SHOP	35006	Grapppler Repair	19001183 62160	Equipment	\$434.58
	3869	MCCULLOUGH IMPLEMENT COMPANY	W04369	RTV Alignment Repair	19001183 62160	Equipment	\$350.00
						Sub-Total	\$1,401.58
	1153	KENDALL COUNTY HIGHWAY DEPARTMENT	Feb2025Fuel	Gas and Diesel Feb 2025	19001183 62180	Gasoline / Fuel / Oil	\$886.95
						Sub-Total	\$886.95
	487	DUY'S SHOES	101556033125	Uniform Embroidery	19001183 62400	Uniforms / Clothing	\$247.40

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
							Sub-Total
	1452	NICOR	856626101210331 25	Nicor Millbrook S	19001183 63090	Natural Gas	\$152.95
	1452	NICOR	879461100103312 5	Nicor Harris	19001183 63090	Natural Gas	\$331.26
						Sub-Total	\$484.21
	1153	KENDALL COUNTY HIGHWAY DEPARTMENT	FY24Salt	Road Salt FY2024	19001183 63110	Shop Supplies	\$554.48
	1323	MENARDS	20141	Steel end frame, respirator	19001183 63110	Shop Supplies	\$167.92
						Sub-Total	\$722.40
					Grounds and Natural	Total	\$3,742.54
Hoover	4776	STEVE WANDTKE	24-00075	Blazing Star Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00
	5254	KEVIN BOEDEWIG	193	Blazing Star Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00
	5255	JOHN HERONEMUS	208	Kingfisher Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00
	5256	SELENA RENTERIA	109	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund	\$215.00
	5257	MARIA MATA	142	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund	\$290.00
	5269	DANIELLA AGUILAR	150	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund	\$250.00
	5271	CATHIE SCHOENECKER	134	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund	\$315.00
						Sub-Total	\$1,370.00
	1452	NICOR	228270830270331 25	Nicor Hoover Shop	19001171 63090	Natural Gas	\$57.28
	1452	NICOR	233366982970331 25	Nicor Rookery	19001171 63090	Natural Gas	\$97.57
	1452	NICOR	246142036280331 25	Nicor Blazing Star	19001171 63090	Natural Gas	\$140.30
	1452	NICOR	282352997330331 25	Nicor Moonseed	19001171 63090	Natural Gas	\$346.53

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
	1452	NICOR	308310348940331 25	Nicor Kingfisher	19001171 63090	Natural Gas	\$165.70
	1452	NICOR	509801971280331 25	Nicor MHL	19001171 63090	Natural Gas	\$60.73
	1452	NICOR	723893741240331 25	Nicor Hoover Residence	19001171 63090	Natural Gas	\$100.52
	1452	NICOR	885514011490331 25	Nicor Hoover Maintenance	19001171 63090	Natural Gas	\$160.27
						Sub-Total	\$1,128.90
	2047	COMED	047403800003312 5	ComEd Hoover Multiple	19001171 63100	Electric	\$1,616.05
	2047	COMED	050739700003312 5	ComEd Hoover Bathhouse	19001171 63100	Electric	\$446.85
	2047	COMED	983783122203312 5	ComEd Hoover Residence	19001171 63100	Electric	\$244.51
						Sub-Total	\$2,307.41
	84	ARTLIP AND SONS INC	C131 25-1	MHL Service Agreement	19001171 63120	Building Maintenance	\$1,827.00
	1323	MENARDS	19667	Air fresheners, auto plug	19001171 63120	Building Maintenance	\$15.34
						Sub-Total	\$1,842.34
	1153	KENDALL COUNTY HIGHWAY DEPARTMENT	FY24Salt	Road Salt FY2024	19001171 68580	Grounds and Maintenance	\$277.24
						Sub-Total	\$277.24
					Hoover	Total	\$6,925.89
Pickerill - Pigott	5270	JOSELYN WILLIAMS	163	Pickerill Sec Dep Refund	19001184 63040	Security Deposit Refund	\$170.00
						Sub-Total	\$170.00
					Pickerill - Pigott	Total	\$170.00
					Grand Total	Grand Total	\$70,093.11

Kendall County



INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 5404

NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
PENDING UNPAID INVOICES									
67	00001 AMEREN IP	2786444006041525		041525F	39.04		.00	.00	
CASH 000008	2025/05 INV 03/17/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 05/16/2025	DESC:Willbrook S Electric			190011	63510		39.04	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 67/62411									
* Invoice must be approved or voided to post.									
529	00000 EQUINE VETERINAR 245062			041525F	694.00		.00	.00	
CASH 000008	2025/05 INV 04/01/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 04/15/2025	DESC:Beau-exam, meds			19001164	63020		694.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 529/62539									
* Invoice must be approved or voided to post.									
541	00000 FIRST NATIONAL B Vick9181March2025			041525F	626.63		.00	.00	
CASH 000008	2025/05 INV 04/02/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 04/27/2025	DESC:Vick Credit Card March 2025			19001160	62000		20.99	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/62436									
* Invoice must be approved or voided to post.									
541	00000 FIRST NATIONAL B White5931March2025			041525F	210.98		.00	.00	
CASH 000008	2025/05 INV 04/02/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 04/27/2025	DESC:White Credit Card March 2025			19001183	62160		210.98	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/62437									
* Invoice must be approved or voided to post.									
541	00000 FIRST NATIONAL B 3583GuritzMarch2025			041525F	1,453.15		.00	.00	
CASH 000008	2025/05 INV 04/02/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 04/27/2025	DESC:Guritz credit Card March 2025			190011	68430		81.75	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 541/62454									
* Invoice must be approved or voided to post.									
								1,185.81	1099:
								185.59	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
590	00000 FOX VALLEY FIRE	IN00757882		041525F	117.00	.00	.00	
CASH 000008	2025/05 INV 03/20/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/19/2025	DESC:Hoover-Fire Extinguisher Service			19001171	68580	117.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	590/62406							
* Invoice must be approved or voided to post.								
590	00000 FOX VALLEY FIRE	IN00757883		041525F	50.00	.00	.00	
CASH 000008	2025/05 INV 03/20/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/19/2025	DESC:Harris Fire Extinguisher Service			19001183	63110	50.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	590/62407							
* Invoice must be approved or voided to post.								
590	00000 FOX VALLEY FIRE	IN00757884		041525F	50.00	.00	.00	
CASH 000008	2025/05 INV 03/20/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/19/2025	DESC:Pickerill Fire Extinguisher Service			190011	62150	50.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	590/62408							
* Invoice must be approved or voided to post.								
590	00000 FOX VALLEY FIRE	IN00758166		041525F	235.50	.00	.00	
CASH 000008	2025/05 INV 03/21/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/20/2025	DESC:MHL Fire Extinguisher and related services			19001171	68580	235.50	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	590/62417							
* Invoice must be approved or voided to post.								
678	00000 GRAINCO FS, INC.	00001631808		041525F	295.70	.00	.00	
CASH 000008	2025/05 INV 04/07/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/15/2025	DESC:Propane for Shelter 4			19001183	63090	295.70	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	678/62775							
* Invoice must be approved or voided to post.								
1007	00000 ILLINOIS COUNTIE	R4100066924251041525		041525F	10,621.00	.00	.00	
CASH 000008	2025/05 INV 04/01/2025	SEP-CHK: Y	DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/15/2025	DESC:Liability Insurance Installment 6			190011	68000	10,621.00	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 1007/62421									
* Invoice must be approved or voided to post.									
1060	00000 JOHN DEERE FINAN	1113-29745041525		041525F	282.60		.00	.00	
CASH 000008	2025/05	INV 03/27/2025	SEP-CHK: Y	DISC: .00			19001171 68580	149.95	1099:
ACCT 1Y210	DEPT 11	DUE 04/16/2025	DESC:Hoover and Harris Grounds Supplies and E				19001183 62160	132.65	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 1060/62404									
* Invoice must be approved or voided to post.									
1153	00000 KENDALL COUNTY H GasMarch2025			041525F	794.59		.00	.00	
CASH 000008	2025/05	INV 04/01/2025	SEP-CHK: Y	DISC: .00			19001183 62180	794.59	1099:
ACCT 1Y210	DEPT 11	DUE 04/15/2025	DESC:Gas and Diesel-March 2025						
CONDITIONS THAT PREVENT POSTING INVOICE 1153/62434									
* Invoice must be approved or voided to post.									
1199	00000 KLUBER, INC.	9471		041525F	16,452.01		.00	.00	
CASH 000008	2025/05	INV 03/31/2025	SEP-CHK: Y	DISC: .00			190411 62150	16,452.01	1099:
ACCT 1Y210	DEPT 11	DUE 04/15/2025	DESC:Subat Services				FP ENDOW -S-NC	-	
CONDITIONS THAT PREVENT POSTING INVOICE 1199/62520									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	21090		041525F	11.14		.00	.00	
CASH 000008	2025/05	INV 04/04/2025	SEP-CHK: Y	DISC: .00			19001179 63030	11.14	1099:
ACCT 1Y210	DEPT 11	DUE 04/15/2025	DESC:Paper plates, top soil						
CONDITIONS THAT PREVENT POSTING INVOICE 1323/62508									
* Invoice must be approved or voided to post.									
1323	00000 MENARDS	20973		041525F	81.84		.00	.00	
CASH 000008	2025/05	INV 04/02/2025	SEP-CHK: Y	DISC: .00			19001171 63120	81.84	1099:
ACCT 1Y210	DEPT 11	DUE 04/15/2025	DESC:softener salt, lightbulbs, utility hangars, pails						
CONDITIONS THAT PREVENT POSTING INVOICE 1323/62509									
* 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
1605	00000 RIEMENSCHNEIDER	13267		041525F	749.55		.00	.00	
CASH 000008	2025/05 INV 04/03/2025	SEP-CHK: Y		DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/15/2025	DESC:Pump motor repairs for Hoover Lift Station			19001171	63120		749.55	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	1605/62538								
* Invoice must be approved or voided to post.									
1655	00000 SERVICE SANITATI	50-493234041525		041525F	407.67		.00	.00	
CASH 000008	2025/05 INV 03/28/2025	SEP-CHK: Y		DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/15/2025	DESC:Portable Restroom Services			19001183	63070		407.67	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	1655/62415								
* Invoice must be approved or voided to post.									
1665	00000 SHAW MEDIA	10085118041525		041525F	179.65		.00	.00	
CASH 000008	2025/05 INV 03/31/2025	SEP-CHK: Y		DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/30/2025	DESC:Website Hosting, Amended Meeting Scheduling			190011	62150		59.99	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	1665/62537							119.66	1099:
* Invoice must be approved or voided to post.									
1827	00000 UPLAND DESIGN	LT 24-1323-03		041525F	4,200.00		.00	.00	
CASH 000008	2025/05 INV 03/07/2025	SEP-CHK: Y		DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/15/2025	DESC:FRB-Hoover Trail Services			190811	70650		4,200.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	1827/62441							-	
* Invoice must be approved or voided to post.									
1827	00000 UPLAND DESIGN	LT 24-1323-04		041525F	945.00		.00	.00	
CASH 000008	2025/05 INV 04/01/2025	SEP-CHK: Y		DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/15/2025	DESC:FRB-Hoover Services			190811	70650		945.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	1827/62442							-	
* 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
1849	00001 VERIZON	6108885740		041525F	181.91		.00	.00	
CASH 000008	2025/05 INV 03/19/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 04/11/2025	DESC:Cell phone services				19001183	63540	181.91	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	1849/62410								
* Invoice must be approved or voided to post.									
1877	00000 WALDEN'S LOCK SE 24576			041525F	235.48		.00	.00	
CASH 000008	2025/05 INV 04/02/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 04/15/2025	DESC:Locks and keys				19001183	68530	235.48	1099:N
CONDITIONS THAT PREVENT POSTING INVOICE	1877/62451								
* Invoice must be approved or voided to post.									
1950	00000 COUNTRYSIDETRUE 400515041525			041525F	56.99		.00	.00	
CASH 000008	2025/05 INV 03/31/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 04/30/2025	DESC:Woodcutter Oil				19001183	63110	56.99	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	1950/62405								
* Invoice must be approved or voided to post.									
2047	00000 COMED 6611022222041525			041525F	30.98		.00	.00	
CASH 000008	2025/05 INV 03/27/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 04/15/2025	DESC:Comed Jay Woods				190011	63510	30.98	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	2047/62435								
* Invoice must be approved or voided to post.									
2047	00000 COMED 2873479000041525			041525F	30.98		.00	.00	
CASH 000008	2025/05 INV 03/31/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 04/15/2025	DESC:Comed Richard Young				190011	63510	30.98	1099:
CONDITIONS THAT PREVENT POSTING INVOICE	2047/62532								
* Invoice must be approved or voided to post.									
2047	00000 COMED 1565665111041525			041525F	414.18		.00	.00	
CASH 000008	2025/05 INV 03/31/2025	SEP-CHK: Y	DISC: .00						
ACCT 1Y210	DEPT 11 DUE 04/22/2025	DESC:Comed Pickertill House				19001184	63100	414.18	1099:

Kendall County

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 5404

NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 2047/62533								
* Invoice must be approved or voided to post.								
2047	00000 COMED	9438565000041525	041525F		19.58	.00	.00	
CASH 000008	2025/05	INV 03/31/2025	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 04/22/2025	DESC:Comed pickerill shelter					
					19001184	63100	19.58	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/62534								
* Invoice must be approved or voided to post.								
2047	00000 COMED	79918650000041525	041525F		131.29	.00	.00	
CASH 000008	2025/05	INV 04/02/2025	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 04/15/2025	DESC:Comed Harris					
					190011	63510	131.29	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/62535								
* Invoice must be approved or voided to post.								
2047	00000 COMED	06169650000041525	041525F		36.18	.00	.00	
CASH 000008	2025/05	INV 04/02/2025	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 04/15/2025	DESC:Comed Harris Arena					
					190011	63510	36.18	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2047/62536								
* Invoice must be approved or voided to post.								
2779	00000 KIMBERLY ADAMS	Apr12025Reimburse	041525F		15.32	.00	.00	
CASH 000008	2025/05	INV 03/27/2025	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 04/15/2025	DESC:Reimbursement for Sap to Syrup supplies					
					19001176	63030	15.32	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 2779/62420								
* Invoice must be approved or voided to post.								
2826	00000 LITE CONSTRUCTIO	Subat Pay App 8	041525F		167,094.36	.00	.00	
CASH 000008	2025/05	INV 04/08/2025	SEP-CHK: Y	DISC: .00				
ACCT 1Y210	DEPT 11	DUE 04/15/2025	DESC:Subat Pay App 8					
					190411	70330	167,094.36	1099:
					FP ENDOW	-S-NC	-	
CONDITIONS THAT PREVENT POSTING INVOICE 2826/62828								
* Invoice must be approved or voided to post.								



INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 5404

NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
3131	00000 GROOT INC	14182662T102		041525F	451.06		.00	.00	
CASH 000008	2025/05 INV 04/01/2025	SEP-CHK: Y		DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/15/2025	DESC:Waste and Recycling Services				19001168 63070		107.73 1099:	
						19001183 63070		343.33 1099:	
CONDITIONS THAT PREVENT POSTING INVOICE	3131/62402								
* Invoice must be approved or voided to post.									
3380	00000 AMAZON CAPITAL S 1KNG-9TN4-VXKM			041525F	281.33		.00	.00	
CASH 000008	2025/05 INV 03/26/2025	SEP-CHK: Y		DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/25/2025	DESC:Hoover and Harris Shop Supplies				19001171 63110		140.66 1099:	
						19001183 63110		140.67 1099:	
CONDITIONS THAT PREVENT POSTING INVOICE	3380/62414								
* Invoice must be approved or voided to post.									
3380	00000 AMAZON CAPITAL S 1R7L-TCK6-GV9F			041525F	84.90		.00	.00	
CASH 000008	2025/05 INV 03/31/2025	SEP-CHK: Y		DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/30/2025	DESC:Ribbons, Barrel Cover				19001164 63000		84.90 1099:	
CONDITIONS THAT PREVENT POSTING INVOICE	3380/62418								
* Invoice must be approved or voided to post.									
3380	00000 AMAZON CAPITAL S 1XLP-9KVX-69FN			041525F	168.22		.00	.00	
CASH 000008	2025/05 INV 03/26/2025	SEP-CHK: Y		DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/25/2025	DESC:Books for Public Programs				19001179 63030		168.22 1099:	
CONDITIONS THAT PREVENT POSTING INVOICE	3380/62419								
* Invoice must be approved or voided to post.									
3380	00000 AMAZON CAPITAL S 1JNN-P16g-6JG7			041525F	130.94		.00	.00	
CASH 000008	2025/05 INV 04/07/2025	SEP-CHK: Y		DISC: .00					
ACCT 1Y210	DEPT 11 DUE 05/07/2025	DESC:Birthday Party supplies, ease				19001176 63030		69.98 1099:	
						19001179 63030		60.96 1099:	
CONDITIONS THAT PREVENT POSTING INVOICE	3380/62540								
* Invoice must be approved or voided to post.									
3837	00000 T-MOBILE	982008249		041525F	284.51		.00	.00	
CASH 000008	2025/05 INV 03/21/2025	SEP-CHK: Y		DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/19/2025	DESC:Cell Phone Services				19001183 63540		284.51 1099:	

Kendall County



INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 5404

NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
CONDITIONS THAT PREVENT POSTING INVOICE 3837/62403									
* Invoice must be approved or voided to post.									
3837	00000 T-MOBILE	990345112041525		041525F	94.24		.00	.00	
CASH 000008	2025/05 INV 03/21/2025	SEP-CHK: Y		DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/19/2025	DESC:Omma Device				19001183	63540	94.24	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 3837/62416									
* Invoice must be approved or voided to post.									
4419	00000 MECHANICS LAB LL 6221			041525F	428.30		.00	.00	
CASH 000008	2025/05 INV 03/25/2025	SEP-CHK: Y		DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/15/2025	DESC:Accelerator Pedal Repair				19001183	62160	428.30	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 4419/62413									
* Invoice must be approved or voided to post.									
4631	00000 GRNE NELNET HOLD CI-000447954			041525F	224.48		.00	.00	
CASH 000008	2025/05 INV 03/31/2025	SEP-CHK: Y		DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/15/2025	DESC:Pickeringll Solar				19001184	63100	224.48	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 4631/62777									
* Invoice must be approved or voided to post.									
899997	00000 Madalyn Campbell 216			041525F	240.00		.00	.00	
CASH 000008	2025/05 INV 04/07/2025	SEP-CHK: Y		DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/15/2025	DESC:MHL Sec Dep Refund				19001171	63040	240.00	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 899997/62444									
* Invoice must be approved or voided to post.									
899997	00000 Rita Coronado 236			041525F	247.50		.00	.00	
CASH 000008	2025/05 INV 04/07/2025	SEP-CHK: Y		DISC: .00					
ACCT 1Y210	DEPT 11 DUE 04/15/2025	DESC:Pickeringll Sec Dep Refund				19001184	63040	247.50	1099:
CONDITIONS THAT PREVENT POSTING INVOICE 899997/62448									
* Invoice must be approved or voided to post.									
43 PENDING UNPAID INVOICES					TOTAL				
					209,379.78				

Report generated: 04/08/2025 10:45
User: jgranholm
Program ID: aprintvent

INVOICE ENTRY PROOF LIST

CLERK: jgranholm BATCH: 5404

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 04



ACCOUNTS FOR:		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900	Forest Preserve							
190011 Forest Preserve								
190011 41010	Current Property Tax	-799,269	-799,269	.00	.00	.00	-799,269.00	.0%
190011 41350	Interest Income	-17,532	-17,532	-2,573.13	-563.80	.00	-14,958.87	14.7%
190011 42250	Revenue	-149,058	-149,058	-5,384.62	-5,384.62	.00	-143,673.38	3.6%
190011 42860	Donations	-5,000	-5,000	-3,100.00	.00	.00	-1,900.00	62.0%
190011 42930	Farm License Revenue	-134,000	-134,000	-1,200.00	-1,200.00	.00	-132,800.00	.9%
190011 42940	Credit Card Fee	-6,000	-6,000	-4,346.39	-461.70	.00	-1,653.61	72.4%
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	61,767.52	15,441.88	.00	138,953.48	30.8%
190011 51470	Salaries - Stipends	6,120	6,120	1,883.04	470.76	.00	4,236.96	30.8%
190011 61160	Transf. to IMRF Fund	13,322	13,322	4,444.77	994.46	.00	8,877.23	33.4%
190011 61170	Transf. to SSI Fund	15,825	15,825	5,391.58	1,181.30	.00	10,433.42	34.1%
190011 61230	Transf. to Healthcare	53,286	53,286	21,765.22	3,940.43	.00	31,520.78	40.8%
190011 62000	Office Supplies	7,000	7,000	2,905.84	369.59	.00	4,094.16	41.5%
190011 62030	Dues	500	500	500.00	.00	.00	.00	100.0%
190011 62040	Conferences	11,940	11,940	5,083.16	.00	.00	6,856.84	42.6%
190011 62090	Legal Publications	1,000	1,000	.00	.00	.00	1,000.00	.0%
190011 62150	Contractual Services	156,394	156,394	936.47	397.32	.00	155,457.53	.6%
190011 63510	Electric	3,135	3,135	940.84	26.69	.00	2,194.16	30.0%
190011 65490	Auditing & Accounting	12,500	12,500	12,500.00	12,500.00	.00	.00	100.0%
190011 68000	Liability Insurance P	87,596	87,596	76,975.00	.00	.00	10,621.00	87.9%
190011 68340	Farm Lease Contract	1	1	.00	.00	.00	1.00	.0%
190011 68430	Marketing / Publicity	1,200	1,200	39.97	.00	.00	1,160.03	3.3%
190011 68440	Newsletter	450	450	.00	.00	.00	450.00	.0%
190011 68500	Project Fund Expenses	5,000	5,000	3,100.00	.00	.00	1,900.00	62.0%
190011 68540	Contributions	2,600	2,600	2,000.00	.00	.00	600.00	76.9%
190011 68560	Credit Card Fee	6,000	6,000	4,195.29	439.28	.00	1,804.71	69.9%
TOTAL Forest Preserve		-520,769	-520,769	187,824.56	28,151.59	.00	-708,593.56	-36.1%
19001160 Ellis House								
19001160 51390	Salaries - Full Tim	11,275	11,275	3,469.28	867.32	.00	7,805.72	30.8%
19001160 62000	Office Supplies	500	500	239.20	.00	.00	260.80	39.9%
19001160 62270	Utilities	6,350	6,350	6,313.04	1,592.58	.00	36.96	99.4%
19001160 63050	Employer Contr. SSI	1,589	1,589	542.98	122.21	.00	1,046.02	34.2%
19001160 68580	Grounds and Mainten	4,250	4,250	1,985.69	-237.58	.00	2,264.31	46.7%
TOTAL Ellis House		24,064	24,064	12,550.19	2,344.53	.00	11,513.81	52.2%
19001161 Ellis Barn								

Kendall County



FY25 YTD REPORT

FOR 2025 04

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001161 51390 Salaries - Full Tim	11,275	11,275	3,469.28	867.32	.00	7,805.72	30.8%
19001161 62270 Utilities	6,350	6,350	.00	.00	.00	6,350.00	.0%
19001161 63050 Employer Contr. SSI	1,589	1,589	542.98	122.21	.00	1,046.02	34.2%
19001161 68580 Grounds and Mainten	3,200	3,200	13.52	.00	.00	3,186.48	.4%
TOTAL Ellis Barn	22,414	22,414	4,025.78	989.53	.00	18,388.22	18.0%
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	6,938.64	1,734.66	.00	15,612.36	30.8%
19001162 63050 Employer Contr. SSI	3,178	3,178	1,085.98	244.41	.00	2,092.02	34.2%
19001162 68580 Grounds and Mainten	6,400	6,400	1,166.60	210.31	.00	5,233.40	18.2%
TOTAL Ellis Grounds	129	129	9,191.22	2,189.38	.00	-9,062.22	7125.0%
19001163 Ellis Camps							
19001163 42250 Revenue	-13,750	-13,750	-12,810.00	-1,735.00	.00	-940.00	93.2%*
19001163 51160 Salaries - Part Tim	6,201	6,201	1,445.59	385.44	.00	4,755.41	23.3%
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	137.54	31.90	.00	605.46	18.5%
TOTAL Ellis Camps	-6,355	-6,355	-11,226.87	-1,317.66	.00	4,871.87	176.7%
19001164 Ellis Riding Lessons							
19001164 42250 Revenue	-63,800	-63,800	-13,368.50	-4,826.00	.00	-50,431.50	21.0%*
19001164 42860 Donations	-1	-1	.00	.00	.00	-1.00	.0%
19001164 51160 Salaries - Part Tim	53,151	53,151	12,552.16	3,339.13	.00	40,598.84	23.6%
19001164 63000 Animal Care & Suppl	12,000	12,000	3,860.62	.00	.00	8,139.38	32.2%
19001164 63010 Horse Acquisition &	1	1	.00	.00	.00	1.00	.0%
19001164 63020 Vet & Farrier	9,000	9,000	520.00	.00	.00	8,480.00	5.8%
19001164 63040 Security Deposit Re	1	1	.00	.00	.00	1.00	.0%
19001164 63050 Employer Contr. SSI	6,365	6,365	1,291.49	276.96	.00	5,073.51	20.3%
TOTAL Ellis Riding Lessons	16,717	16,717	4,855.77	-1,209.91	.00	11,861.23	29.0%

Kendall County



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FOR 2025 04

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1900 Forest Preserve							
19001165 Ellis Birthday Parties							
19001165 42250 Revenue	-6,000	-6,000	-2,245.00	-569.00	.00	-3,755.00	37.4%*
19001165 51160 Salaries - Part Tim	4,429	4,429	1,032.75	275.36	.00	3,396.25	23.3%
19001165 63030 Program Supplies	450	450	103.47	.00	.00	346.53	23.0%
19001165 63050 Employer Contr. SSI	530	530	123.20	22.78	.00	406.80	23.2%
TOTAL Ellis Birthday Parties	-591	-591	-985.58	-270.86	.00	394.58	166.8%
19001166 Ellis Public Programs							
19001166 42250 Revenue	-3,000	-3,000	-690.00	-150.00	.00	-2,310.00	23.0%*
19001166 51160 Salaries - Part Tim	1,772	1,772	413.11	110.15	.00	1,358.89	23.3%
19001166 63040 Security Deposit Re	1	1	.00	.00	.00	1.00	.0%
19001166 63050 Employer Contr. SSI	212	212	39.37	9.12	.00	172.63	18.6%
19001166 68570 Volunteer Expense	150	150	.00	.00	.00	150.00	.0%
TOTAL Ellis Public Programs	-865	-865	-237.52	-30.73	.00	-627.48	27.5%
19001167 Ellis Sunrise Center							
19001167 42250 Revenue	-13,760	-13,760	-5,601.00	-2,000.00	.00	-8,159.00	40.7%*
19001167 51160 Salaries - Part Tim	23,782	23,782	5,369.97	1,431.80	.00	18,412.03	22.6%
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	549.19	118.49	.00	2,265.81	19.5%
TOTAL Ellis Sunrise Center	15,338	15,338	318.16	-449.71	.00	15,019.84	2.1%
19001168 Ellis Weddings							
19001168 42250 Revenue	-4,500	-4,500	-600.00	-300.00	.00	-3,900.00	13.3%*
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	73.18	22.82	.00	309.82	19.1%
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



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FOR 2025 04

ACCOUNTS FOR:	1900	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
Forest Preserve								
19001168 63070 Refuse Pickup	1,200	1,200	1,200	223.74	.00	.00	976.26	18.6%
TOTAL Ellis Weddings	-2,888	-2,888	-2,888	-1,303.08	-277.18	.00	-1,584.92	45.1%
19001169 Ellis Other Rentals								
19001169 42250 Revenue	-3,400	-3,400	-3,400	-1,495.00	-910.00	.00	-1,905.00	44.0%*
19001169 43450 Security Deposit Re	-1,000	-1,000	-1,000	-470.00	.00	.00	-530.00	47.0%*
19001169 51160 Salaries - Part Tim	383	383	383	73.21	22.83	.00	309.79	19.1%
19001169 63040 Security Deposit Re	1,000	1,000	1,000	.00	.00	.00	1,000.00	.0%
19001169 63050 Employer Contr. SSI	29	29	29	.00	.00	.00	29.00	.0%
TOTAL Ellis Other Rentals	-2,988	-2,988	-2,988	-1,891.79	-887.17	.00	-1,096.21	63.3%
19001171 Hoover								
19001171 42250 Revenue	-9,000	-9,000	-9,000	-2,200.00	-550.00	.00	-6,800.00	24.4%*
19001171 51160 Salaries - Part Tim	20,938	20,938	20,938	3,828.97	960.00	.00	17,109.03	18.3%
19001171 51390 Salaries - Full Tim	41,800	41,800	41,800	11,605.98	2,445.44	.00	30,194.02	27.8%
19001171 62270 Utilities	4,000	4,000	4,000	1,305.00	.00	.00	2,695.00	32.6%
19001171 63040 Security Deposit Re	13,500	13,500	13,500	6,705.00	1,370.00	.00	6,795.00	49.7%
19001171 63050 Employer Contr. SSI	8,654	8,654	8,654	2,283.75	446.01	.00	6,370.25	26.4%
19001171 63060 ER Contr Health/Den	13,259	13,259	13,259	2,708.80	489.70	.00	10,550.20	20.4%
19001171 63090 Natural Gas	9,500	9,500	9,500	3,263.29	1,128.90	.00	6,236.71	34.4%
19001171 63100 Electric	20,000	20,000	20,000	7,841.98	2,307.41	.00	12,158.02	39.2%
19001171 63110 Shop Supplies	4,000	4,000	4,000	862.47	.00	.00	3,137.53	21.6%
19001171 63120 Building Maintenance	8,000	8,000	8,000	4,448.04	1,842.34	.00	3,551.96	55.6%
19001171 66500 Miscellaneous Expen	1,000	1,000	1,000	257.55	.00	.00	742.45	25.8%
19001171 68580 Grounds and Mainten	4,000	4,000	4,000	753.91	277.24	.00	3,246.09	18.8%
TOTAL Hoover	139,651	139,651	139,651	43,664.74	10,717.04	.00	95,986.26	31.3%
19001172 Hoover Bunkhouse								
19001172 42250 Revenue	-36,000	-36,000	-36,000	-16,130.00	-1,935.00	.00	-19,870.00	44.8%*
19001172 43450 Security Deposit Re	-6,000	-6,000	-6,000	-3,100.00	-100.00	.00	-2,900.00	51.7%*
19001172 51160 Salaries - Part Tim	10,469	10,469	10,469	1,914.51	480.00	.00	8,554.49	18.3%
19001172 51390 Salaries - Full Tim	20,900	20,900	20,900	5,803.02	1,222.73	.00	15,096.98	27.8%

Kendall County



FY25 YTD REPORT

FOR 2025 04

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	1,146.95	228.08	.00	3,180.05	26.5%
19001172 63060 ER Contr Health/Den	6,630	6,630	1,354.40	244.85	.00	5,275.60	20.4%
TOTAL Hoover Bunkhouse	326	326	-9,011.12	140.66	.00	9,337.12	-2764.1%
19001173 Hoover Campsite							
19001173 42250 Revenue	-7,000	-7,000	-725.00	-310.00	.00	-6,275.00	10.4%*
19001173 51160 Salaries - Part Tim	5,234	5,234	957.27	240.00	.00	4,276.73	18.3%
19001173 51390 Salaries - Full Tim	10,450	10,450	2,901.48	611.36	.00	7,548.52	27.8%
19001173 63050 Employer Contr. SSI	2,164	2,164	573.48	114.04	.00	1,590.52	26.5%
19001173 63060 ER Contr Health/Den	3,315	3,315	677.22	122.43	.00	2,637.78	20.4%
TOTAL Hoover Campsite	14,163	14,163	4,384.45	777.83	.00	9,778.55	31.0%
19001174 Hoover Meadowhawk Lodge							
19001174 42250 Revenue	-44,600	-44,600	-18,214.00	-3,895.00	.00	-26,385.00	40.8%*
19001174 43450 Security Deposit Re	-8,200	-8,200	-6,567.50	-640.00	.00	-1,632.50	80.1%*
19001174 51160 Salaries - Part Tim	9,584	9,584	1,799.25	502.55	.00	7,784.75	18.8%
19001174 51390 Salaries - Full Tim	10,450	10,450	2,901.48	611.36	.00	7,548.52	27.8%
19001174 63050 Employer Contr. SSI	2,497	2,497	573.48	114.04	.00	1,923.52	23.0%
19001174 63060 ER Contr Health/Den	3,315	3,315	677.22	122.43	.00	2,637.78	20.4%
TOTAL Hoover Meadowhawk Lodge	-26,954	-26,954	-18,830.07	-3,184.62	.00	-8,123.93	69.9%
19001176 Environmental Education School							
19001176 42250 Revenue	-20,000	-20,000	-6,517.00	-4,917.00	.00	-13,483.00	32.6%*
19001176 51160 Salaries - Part Tim	12,485	12,485	4,207.48	1,149.20	.00	8,277.52	33.7%
19001176 51390 Salaries - Full Tim	1	1	.00	.00	.00	1.00	.0%
19001176 63030 Program Supplies	700	700	132.33	51.78	.00	567.67	18.9%
19001176 63040 Security Deposit Re	1	1	.00	.00	.00	1.00	.0%
19001176 63050 Employer Contr. SSI	1,866	1,866	350.54	82.16	.00	1,515.46	18.8%
TOTAL Environmental Education Sch	-4,947	-4,947	-1,826.65	-3,633.86	.00	-3,120.35	36.9%
19001177 Environmental Education Camps							
19001177 42250 Revenue	-42,500	-42,500	-46,190.00	-1,145.00	.00	3,690.00	108.7%

Kendall County

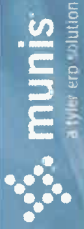


FY25 YTD REPORT

FOR 2025 04

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	8,415.10	2,298.42	.00	25,549.90	24.8%
19001177 51390 Salaries - Full Tim	7,479	7,479	2,301.04	575.26	.00	5,177.96	30.8%
19001177 63030 Program Supplies	1,500	1,500	63.89	63.89	.00	1,436.11	4.3%
19001177 63040 Security Deposit Re	500	500	.00	.00	.00	500.00	.0%
19001177 63050 Employer Contr. SSI	3,732	3,732	995.57	245.37	.00	2,736.43	26.7%
TOTAL Environmental Education Cam	4,676	4,676	-34,414.40	2,037.94	.00	39,090.40	-736.0%
19001178 Environmental Educ. Natrl Beg.							
19001178 42250 Revenue	-160,000	-160,000	-92,122.50	-4,760.00	.00	-67,877.50	57.6%*
19001178 42860 Donations	-1,500	-1,500	.00	.00	.00	-1,500.00	.0%*
19001178 51160 Salaries - Part Tim	87,560	87,560	29,857.19	8,474.25	.00	57,702.81	34.1%
19001178 51390 Salaries - Full Tim	55,199	55,199	16,983.04	4,245.76	.00	38,215.96	30.8%
19001178 63030 Program Supplies	4,000	4,000	607.72	46.11	.00	3,392.28	15.2%
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	6,556.02	1,536.55	.00	11,956.98	35.4%
TOTAL Environmental Educ. Natrl B	5,972	5,972	-38,118.53	9,542.67	.00	44,090.53	-638.3%
19001179 Environ. Educ. Other Pblic Prg							
19001179 42250 Revenue	-20,000	-20,000	-5,684.00	-432.00	.00	-14,316.00	28.4%*
19001179 51160 Salaries - Part Tim	8,987	8,987	3,029.43	827.43	.00	5,957.57	33.7%
19001179 51390 Salaries - Full Tim	1	1	.00	.00	.00	1.00	.0%
19001179 63030 Program Supplies	750	750	214.18	.00	.00	535.82	28.6%
19001179 63040 Security Deposit Re	500	500	12.00	.00	.00	488.00	2.4%
19001179 63050 Employer Contr. SSI	1,344	1,344	264.32	59.16	.00	1,079.68	19.7%
TOTAL Environ. Educ. Other Pblic P	-8,418	-8,418	-2,164.07	454.59	.00	-6,253.93	25.7%
19001180 Environ. Educ. Laws of Nature							
19001180 51160 Salaries - Part Tim	3,495	3,495	1,178.14	321.79	.00	2,316.86	33.7%
19001180 63030 Program Supplies	600	600	126.10	.00	.00	473.90	21.0%
19001180 63050 Employer Contr. SSI	522	522	95.02	23.00	.00	426.98	18.2%
TOTAL Environ. Educ. Laws of Natu	4,617	4,617	1,399.26	344.79	.00	3,217.74	30.3%
19001183 Grounds and Natural Resources							

Kendall County



FY25 YTD REPORT

FOR 2025 04

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		-34,875.00	.4%*
19001183 42860 Donations	-2,500	-2,500	.00		.00	.00		-2,500.00	.0%*
19001183 42900 Picnic Fees and She	-8,000	-8,000	-2,220.00		-500.00	.00		-5,780.00	27.8%*
19001183 51160 Salaries - Part Tim	49,370	49,370	7,825.44		1,721.38	.00		41,544.56	15.9%
19001183 51390 Salaries - Full Tim	168,179	168,179	51,747.20		12,936.80	.00		116,431.80	30.8%
19001183 62160 Equipment	22,640	22,640	2,549.51		1,401.58	.00		20,090.49	11.3%
19001183 62180 Gasoline / Fuel / O	20,500	20,500	4,035.28		886.95	.00		16,464.72	19.7%
19001183 62400 Uniforms / Clothing	2,250	2,250	570.91		247.40	.00		1,679.09	25.4%
19001183 63040 Security Deposit Re	160	160	.00		.00	.00		160.00	.0%
19001183 63050 Employer Contr. SSI	29,691	29,691	8,042.68		1,822.80	.00		21,648.32	27.1%
19001183 63060 ER Contr Health/Den	39,777	39,777	14,030.16		2,757.54	.00		25,746.84	35.3%
19001183 63070 Refuse Pickup	8,500	8,500	2,025.30		.00	.00		6,474.70	23.8%
19001183 63090 Natural Gas	4,500	4,500	2,649.63		484.21	.00		1,850.37	58.9%
19001183 63110 Shop Supplies	9,000	9,000	1,718.58		722.40	.00		7,281.42	19.1%
19001183 63540 Telephones	8,000	8,000	1,913.21		.00	.00		6,086.79	23.9%
19001183 68530 Preserve Improvemen	10,274	10,274	228.85		.00	.00		10,045.15	2.2%
TOTAL Grounds and Natural Resourc	327,341	327,341	94,991.75		22,481.06	.00		232,349.25	29.0%
19001184 Pickerrill - Pigott									
19001184 42250 Revenue	-14,000	-14,000	-9,441.00		-4,970.00	.00		-4,559.00	67.4%*
19001184 42900 Picnic Fees and She	-500	-500	.00		.00	.00		-500.00	.0%*
19001184 43450 Security Deposit Re	-5,000	-5,000	-2,537.50		-672.50	.00		-2,462.50	50.8%*
19001184 51160 Salaries - Part Tim	4,350	4,350	841.98		262.55	.00		3,508.02	19.4%
19001184 63040 Security Deposit Re	5,000	5,000	1,350.00		170.00	.00		3,630.00	27.0%
19001184 63050 Employer Contr. SSI	333	333	.00		.00	.00		333.00	.0%
19001184 63100 Electric	9,185	9,185	2,738.78		.00	.00		6,446.22	29.8%
TOTAL Pickerrill - Pigott	-632	-632	-7,047.74		-5,209.95	.00		6,415.74	1115.1%
TOTAL Forest Preserve	1	1	236,148.46		63,699.96	.00		-236,147.46	%
TOTAL REVENUES	-1,676,870	-1,676,870	-266,657.14		-42,926.62	.00		-1,410,212.86	
TOTAL EXPENSES	1,676,871	1,676,871	502,805.60		106,626.58	.00		1,174,065.40	

Kendall County

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FOR 2025 04

ACCOUNTS FOR:		ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
1903	FP Debt Service 2015/2016/2017	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USE/COL
<u>190311 FP Debt Service 2015/2016/2017</u>								
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	-14,990.36	-1,533.74	.00	-51,509.64	22.5%*
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	50,356.25	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	5,382,633.39	-1,533.74	.00	-5,697,266.39	-1710.8%
TOTAL FP Debt Service 2015/2016/2		-314,633	-314,633	5,382,633.39	-1,533.74	.00	-5,697,266.39	-1710.8%
TOTAL REVENUES		-6,007,013	-6,007,013	-14,990.36	-1,533.74	.00	-5,992,022.64	
TOTAL EXPENSES		5,692,380	5,692,380	5,397,623.75	.00	.00	294,756.25	

Kendall County

FY25 YTD REPORT

FOR 2025 04

ACCOUNTS FOR:		ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
1904	KCFPD Endowment Fund	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USE/COL
190411 KCFPD Endowment Fund								
190411 41350	Interest Income	-8,000	-8,000	-12,985.00	-3,059.72	.00	4,985.00	162.3%
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	38,525.12	.00	.00	38,878.88	49.8%
190411 70330	Construction	790,216	790,216	124,748.60	44,275.74	.00	665,467.40	15.8%
TOTAL KCFPD Endowment Fund		699,620	699,620	150,288.72	41,216.02	.00	549,331.28	21.5%
TOTAL KCFPD Endowment Fund		699,620	699,620	150,288.72	41,216.02	.00	549,331.28	21.5%
TOTAL REVENUES		-468,000	-468,000	-12,985.00	-3,059.72	.00	-455,015.00	
TOTAL EXPENSES		1,167,620	1,167,620	163,273.72	44,275.74	.00	1,004,346.28	

Kendall County



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FOR 2025 04

ACCOUNTS FOR:		ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
1905	KCFPD Project Fund #1	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USE/COL
190511 KCFPD Project Fund #1								
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	

Kendall County

FY25 YTD REPORT

FOR 2025 04

ACCOUNTS FOR:		ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
1907	Forest Preserve Capital Exp.	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USE/COL
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	-6,064.84	-1,319.03	.00	-16,935.16	26.4%*
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	101,250.84	-1,319.03	.00	-19,464.84	123.8%
TOTAL Forest Preserve Capital Exp		81,786	81,786	101,250.84	-1,319.03	.00	-19,464.84	123.8%
TOTAL REVENUES		-278,214	-278,214	-6,064.84	-1,319.03	.00	-272,149.16	
TOTAL EXPENSES		360,000	360,000	107,315.68	.00	.00	252,684.32	

Kendall County



FY25 YTD REPORT

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ACCOUNTS FOR:		ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
1908	KCFPD Project Fund #2	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USE/COL
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	-193.72	-193.72	.00	761.96	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	.00	.00	19,879.00	29.7%
TOTAL KCFPD Project Fund #2		175,964	175,964	7,619.04	-193.72	.00	168,344.96	4.3%
TOTAL KCFPD Project Fund #2		175,964	175,964	7,619.04	-193.72	.00	168,344.96	4.3%
TOTAL REVENUES		-439,000	-439,000	-761.96	-193.72	.00	-438,238.04	
TOTAL EXPENSES		614,964	614,964	8,381.00	.00	.00	606,583.00	

Kendall County



FY25 YTD REPORT

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ACCOUNTS FOR:		ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
1910	FP Land Cash	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USE/COL
191011 FP Land Cash								
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	-1,155.12	-1,155.12	.00	-3,385.62	57.7%*
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	-4,614.38	-1,155.12	.00	306,020.38	-1.5%
	TOTAL FP Land Cash	301,406	301,406	-4,614.38	-1,155.12	.00	306,020.38	-1.5%
	TOTAL REVENUES	-238,000	-238,000	-4,614.38	-1,155.12	.00	-233,385.62	
	TOTAL EXPENSES	539,406	539,406	.00	.00	.00	539,406.00	

Kendall County

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ACCOUNTS FOR:		ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
1911	FP Liability Insurance Fund	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USE/COL
191111 FP Liability Insurance Fund								
191111 41350	Interest Income	-2,000	-2,000	-680.06	-170.24	.00	-1,319.94	34.0%*
191111 68990	Claims	25,000	25,000	.00	.00	.00	25,000.00	.0%
TOTAL FP Liability Insurance Fund		23,000	23,000	-680.06	-170.24	.00	23,680.06	-3.0%
TOTAL FP Liability Insurance Fund		23,000	23,000	-680.06	-170.24	.00	23,680.06	-3.0%
TOTAL REVENUES		-2,000	-2,000	-680.06	-170.24	.00	-1,319.94	
TOTAL EXPENSES		25,000	25,000	.00	.00	.00	25,000.00	

Kendall County



FY25 YTD REPORT

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ACCOUNTS FOR:		ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
1913	KCFP Grant Funded Proj Reserve	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USE/COL
191311 KCFP Grant Funded Proj Reserve								
191311 40370	Trn fr KCFPD PF #1 19	-200,000	-200,000	.00	.00	.00	-200,000.00	.0%*
191311 40370	Trn from Endowment 19	-300,000	-300,000	.00	.00	.00	-300,000.00	.0%*
191311 41350	Interest Income	-4,000	-4,000	-5,124.02	-1,282.69	.00	1,124.02	128.1%
191311 61360	Transf to KCFPD PF#1	504,842	504,842	.00	.00	.00	504,842.00	.0%
TOTAL KCFP Grant Funded Proj Rese		842	842	-5,124.02	-1,282.69	.00	5,966.02	-608.6%
TOTAL KCFP Grant Funded Proj Rese		842	842	-5,124.02	-1,282.69	.00	5,966.02	-608.6%
TOTAL REVENUES		-504,000	-504,000	-5,124.02	-1,282.69	.00	-498,875.98	
TOTAL EXPENSES		504,842	504,842	.00	.00	.00	504,842.00	

Kendall County



FY25 YTD REPORT

FOR 2025 04

ACCOUNTS FOR:		ORIGINAL	REVISED	YTD	MTD	ENCUMBRANCES	AVAILABLE	PCT
1915	FP Debt Service 2021	APPROP	BUDGET	ACTUAL	ACTUAL		BUDGET	USE/COL
191511 FP Debt Service 2021								
191511 41010	Current Property Tax	-81,544	-81,544	.00	.00	.00	-81,544.00	.0%*
191511 41350	Interest Income	-700	-700	-10.23	-1.05	.00	-689.77	1.5%*
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	66,261.65	-1.05	.00	-64,886.65	4819.0%
TOTAL FP Debt Service 2021		1,375	1,375	66,261.65	-1.05	.00	-64,886.65	4819.0%
TOTAL REVENUES		-82,244	-82,244	-10.23	-1.05	.00	-82,233.77	
TOTAL EXPENSES		83,619	83,619	66,271.88	.00	.00	17,347.12	

Kendall County

FY25 YTD REPORT

FOR 2025 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	464,519	464,519	5,933,783.64	99,260.39	.00	-5,469,264.64	1277.4%

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

**AMENDMENT TO THE FEBRUARY 20, 2024 INTERGOVERNMENTAL
AGREEMENT BETWEEN KENDALL COUNTY AND THE KENDALL COUNTY
FOREST PRESERVE DISTRICT CONCERNING THE DEDICATION OF KENDALL
COUNTY TRANSPORTATION ALTERNATIVES PROGRAM (KC-TAP) FUNDING
AND AUTHORIZATION FOR THE CONSTRUCTION OF THE HOOVER – FOX
RIVER BLUFFS FOREST PRESERVES CONNECTING TRAIL**

THIS AMENDMENT (this “Amendment”) dated this 15TH day of April, 2025, modifies the intergovernmental agreement between Kendall County (“*The County*”), and the Kendall County Forest Preserve District (“*District*”) approved February 20, 2024, IGAM #24-05 (the “*Agreement*”). For purposes of this Amendment, the County and the Kendall County Forest Preserve District shall hereinafter collectively be referred to as the “*Parties*.”

RECITALS

WHEREAS, on February 20, 2024, the Parties entered into the Agreement, which set forth the obligations among the parties for dedication of Transportation Alternative Program (TAP) funds and authorization of the construction of the Hoover – Fox River Bluffs Trail Connection, which runs along Eldamain Road. Specifically, the District is to 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 shall be referred to herein as “the Project”; and

WHEREAS, under the Agreement, the Kendall County Board agreed 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 District; and

WHEREAS, additional FY25 TAP funding is needed to cover the anticipated construction cost estimates; and

WHEREAS, the Kendall County Highway Committee has confirmed the availability of an additional \$83,000.00 in FY25 TAP funds to support the Project; and

WHEREAS, the Parties now agree to amend the Agreement to adjust the amount of TAP funding to be committed and dedicated to the District for the construction of the Project.

NOW, THEREFORE, the Agreement is amended as follows, effective upon acceptance by all Parties:

1. The foregoing recitals are hereby incorporated into this Amendment as if fully restated in this paragraph 1.

2. Subsection 2(a) of the Agreement shall be replaced in its entirety by the following:

“Kendall County agrees to extend funding in amounts not to exceed twenty-nine thousand (\$29,000.00) to the District from the Fiscal Year 2023 (December 1, 2022 to November 30, 2023) TAP funding residual, one hundred sixty thousand (\$160,000.00) to the District from the Fiscal Year 2024 (December 1, 2023 to November 30, 2024) budgeted TAP funding, and eighty-three thousand (\$83,000.00) to the District from the Fiscal Year 2025 (December 1, 2024 to November 30, 2025) budgeted TAP funding for the purpose of partially funding the construction costs of the Project;”

3. In Subsection 2(b) of the Agreement, the amount of “one hundred eighty-nine thousand (\$189,000.00)” shall be replaced with “two hundred seventy-two thousand (\$272,000.00).”

4. Subsection 2(c) of the Agreement shall be replaced in its entirety by the following:

“The final Grant amount shall not exceed 75% of the funding for said Project. Should the submitted reimbursement request constitute an amount above 75% of the Project’s costs, then Kendall County shall, in its sole discretion, choose to reimburse an amount below two hundred seventy-two thousand dollars (\$272,000.00) and equal to 75% of the Project’s costs;”

5. Except as specifically modified by this Amendment, the Agreement remains in full force and effect.
6. The construction and reimbursement timelines as provided in Subsections 3(i), 3(j), and 3(k) of the Agreement are not extended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

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

I, Debbie Gillette, County Clerk in and for Kendall County, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an Intergovernmental Agreement Amendment approved by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D. 2025.

Debbie Gillette – County Clerk

(Seal)

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 Final Recommendations

Date: April 8, 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 program 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

UPDATE: District staff reached out to TC Energy to inquire about equipment for donations. Asking for an equipment donation is a hit or miss prospect. TC Energy advised that if they have the surplus equipment requested, the company will consider a donation, but they do not maintain an inventory of used equipment that could be reviewed prior to submission of an application.

Staff Recommendations:

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



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MADISON SCHEEL, CPA
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CHRIS CHRISTENSEN
JESSIKA MCGARVEY

CERTIFIED PUBLIC ACCOUNTANTS

April 4, 2025

Kendall County Forest Preserve District
Yorkville, IL

We have been engaged to perform the procedures enumerated below. These procedures are not an audit; therefore, no assurance will be provided. This agreed-upon procedure engagement will be performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the Kendall County Forest Preserve District. Consequently, we will make no representation regarding the sufficiency of the procedures described below, either for the purpose for which these services have been requested or for any other purpose.

1. Verify that all contracts listed on the schedule were for work germane to the scope of the approved OSLAD project as described on the signed Project Agreement and any amendments thereto, and, with the exception of project professional services (A/E) contracts, were executed after the project start date indicated on the signed Project Agreement. Identify and report any exceptions.
2. Within the exception of Professional Services (A/E) contracts, verify that the local project sponsor (grantee) has complied with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts. Identify and report any exceptions.
3. Verify that all publicly bid construction contracts executed for the project were awarded to the low bidder. Identify and report any exceptions and attach written justification from local project sponsor (grantee) for their awarding any contract to someone other than the low bidder.
4. Verify that all change orders to the construction contracts are germane to the approved OSLAD project scope and that any change orders of \$10,000 or more were approved by DNR. Identify and report any noted exceptions and attach a copy of any change order noted as an exception.
5. Same a minimum of 25% of the project expenditures listed on the "Schedule of Expenditures" (sample shall represent at least 50% of total project expenditure value) and trace to the local project sponsor's accounting record system and verify the costs are germane to the project scope and, with the exception of project professional services (A/E fees), were incurred during the project period specified on the signed Project Agreement. Identify and report any noted exceptions.
6. Verify that "Prevailing Wage" language was included in any/all construction contract(s). Identify and report any exceptions.
7. Verify that local matching dollars for the project did not include federal or other state funds.

Our fee for these services will be at our \$150 standard hourly rate plus out-of-pocket costs (such as report production, word processing, postage, travel, copies, telephone, etc.), not to exceed \$1,500. Our invoices for these fees are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Kendall County Forest Preserve District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Sincerely,

Mack & Associates, P.C.

Mack & Associates, P. C.
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding to Kendall County Forest Preserve District.

Director's signature: _____ Date: _____

Rental Contract / Permit

Printed: March 27, 2025

Contract #: 251

User: jgranhol

Date: 27 Mar 2025

Status: Pending

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

A) Purpose of Use: KCHA-Horse Arena/Shelter 7

B) Conditions of Use:

C) Date(s) and Time(s) of Use: # of Events: 4 Starting: 06/29/2025 8:00 AM Expected Attendance: 50
Ending: 10/12/2025 6:00 PM

D) Rental Details:

Facility / Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	Tax	Total
Kendall County Forest Preserve District - Harris Horse Arena/Shelter 7 Package	Sun	29 Jun 2025	08:00 AM	29 Jun 2025	08:00 PM	\$100.00	\$0.00	\$100.00
Kendall County Forest Preserve District - Harris Horse Arena/Shelter 7 Package	Sat	23 Aug 2025	08:00 AM	23 Aug 2025	07:00 PM	\$100.00	\$0.00	\$100.00
Kendall County Forest Preserve District - Harris Horse Arena/Shelter 7 Package	Sat	4 Oct 2025	08:00 AM	4 Oct 2025	06:00 PM	\$100.00	\$0.00	\$100.00
Kendall County Forest Preserve District - Harris Horse Arena/Shelter 7 Package	Sun	12 Oct 2025	08:00 AM	12 Oct 2025	06:00 PM	\$100.00	\$0.00	\$100.00

E) Fee Summary:

Rental Fees	Tax	Rental Total	Deposit Amount	Total Applied	Balance
\$400.00	\$0.00	\$400.00	\$0.00	\$0	\$ 0.00

F) Explanation of Fees:

Product	Quantity	Fee	Tax	Total Cost
Horse Arena & Shelter 7 Bundle	4	\$400.00	\$0.00	\$400.00

G) Payment Terms:

H) Notes:

Kendall County Horse Association
c/o Sara channell
612 Fowler Street
Millington, IL 60537
630-746-2880
channellfamily17@gmail.com

I) Terms and Conditions:

KENDALL COUNTY FOREST PRESERVE DISTRICT
FACILITY LICENSE TERMS AND CONDITIONS

Contract #: 251

User: jgranhol

Date: 27 Mar 2025

Status: Pending

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

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

1. Nature of Agreement:

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

2. Fee:

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

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

3. Cancellation:

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

4. Evidence of Insurance:

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

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

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

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

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

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

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

Additional Insured Status

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

Primary Coverage

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

Waiver of Subrogation

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

Contract #: 251**User: jgranhol****Date: 27 Mar 2025****Status: Pending**

endorsement from the insurer.

Acceptability of Insurers

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

Verification of Coverage

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

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

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

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

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

6. Caterers:

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

7. Set-up/Clean-up:

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

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

8. "As is" Property:

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

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User: jgranhol

Date: 27 Mar 2025

Status: Pending

of the facility, equipment or tack under the terms of the License or otherwise.

9. Warning Signs:

At all times in which the Licensee is in control of the Facility, Licensee shall post and maintain signs that contain the warning notice specified in subsection (b) of Section 25 of the Equine Activity Liability Act. 745 ILCS 47/20(b). Such signs shall be placed in a clearly visible location on or near stables, corrals, or arenas where Licensee conducts equine activities. The warning notice specified herein shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. Further, every written contract entered into by Licensee involving the use of the Facility or any equipment or tack included therein or otherwise contemplated by the License, or any other agreement between the Parties, shall contain in clearly readable print the warning notice provided herein this Paragraph 9. The signs and contracts described in this paragraph 9 shall contain the following warning notice:

"WARNING

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

10. Licensee Efforts to Determine Participant Abilities:

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

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

11. Hazardous Materials:

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

12. Pyrotechnics:

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

13. Horses:

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

14. Alcohol Policy:

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

15. Smoking Policy:

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

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Status: Pending

designated areas only.

16. Food Service:

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

17. Additional Storage:

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

18. Fires:

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

19. Parking:

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

20. Pets:

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

21. Hunting and Fishing:

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

22. Decorations:

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

23. Inflatables and Tents:

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

24. Duty of Care:

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

25. Damages:

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

26. Limitation on Liability:

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

27. Right of Entry:

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

Contract #: 251**User: jgranhol****Date: 27 Mar 2025****Status: Pending****28. Indemnification:**

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

29. Anti-Discrimination Compliance:

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

30. Conflict of Interest:

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

31. 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.

32. No Joint Venture:

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

33. Legal Compliance:

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

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

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

36. Severability:

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

Contract #: 251**User: jgranhol****Date: 27 Mar 2025****Status: Pending****37. Waiver:**

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

38. Notice:

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

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

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

39. Entire Agreement:

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

40. Authority:

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

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

X: _____**Kendall County Horse Association**

612 Fowler St
Millington IL 60537
t: 630-746-2880

Date: _____**X:** _____**Name:** _____**Title:** _____

Kendall County Forest Preserve District, 110 W. Madison Street
Yorkville, IL 60560

Date: _____



Kendall County Forest Preserve District SHELTER LICENSE AGREEMENT REQUEST FORM

Instructions

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

Licensee Information *(Licensee must be 21 or older to enter into a License Agreement)*

Name Kendall County Horse Association

Street Address 612 Fowler St

City Millington State Illinois Zip 60537 Kendall Resident? Yes ☒ No ☐

Phone # *(two numbers are required)* Cell: 6307462880 Other: _____

E-mail: ChannellFamily17@gmail.com

Requested Site

Harris Forest Preserve: Shelter 1* ☐ Capacity 100 Shelter 2 ☐ Capacity 60 Shelter 7 ☒ Koch Horse Arena Capacity 60

Shelter 4* ☐ Capacity 50 ****Reservations at Shelter 4 will include use of Shelter 1****

*Fireplace available at Shelters 1 and 4

Richard Young*: ☐ 56 people *Fire pit available

Jay Woods: ☐ 80 people

Pickerill-Pigott: ☐ 80 people

June 29
August 23
October 4
October 12

Requested Date

Event Date: _____ Preserves are available at 9:00 am

Time Requested: 8 AM Gates are closed at sunset; departure time required at least 30 minutes prior

Number of People: 50 \$25.00 fee applied for 100+ people

Type of Group: please circle: Family, Organization, Church, School, Scout, etc.
Non-family events require Certificate of Insurance

Name of Event *(Scout troops: please indicate Pack or Troop Number & Council)*

Firewood: *Must be purchased from the Forest Preserve. (Collection from grounds or brought from outside is prohibited. Bundles contain approximately 30 pieces)*

Number of bundles requested: _____ Firewood: \$25.00 / bundle

Special Events Policy Kendall County Forest Preserve District

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

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

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

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

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

**Special Event Permit Application
Kendall County Forest Preserve District**

Instructions: Please sign the form and return it, along with the appropriate insurance certificate to:
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560

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

Applicant Information: Kendall County Horse Association

Event Name: Horse Shows

Contact Person: Sara Channell

Address:

County: Kendall County

Street: 612 Fowler St

City: Millington

State: IL

Zip Code: 60537

Contact Information:

Telephone (Home) 6307462880

Telephone (Cell)

E-Mail: ChannellFamily17@Gmail.com

Special Event Information:

Name of Forest Preserve: Harris Horse Arena

Event Date: June 29
August 23
October 4
October 12

Estimated Attendance: 50

Arrival Time (includes set-up): 8AM

Departure Time (includes take down): 4PM

Will this Special Event include:

A = \$ 75.00

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

B = \$200.00

	<u>Yes</u>	<u>No</u>
6. Business uses in preserve?		X
7. Group larger than 250 people?		X
8. Extensive use of grounds?		X

C= \$300.00

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

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

Applicant's Signature: _____ Sara Channell _____

Date: _____ 3/25/2025 _____

Special Event Agreement
Kendall County Forest Preserve District

The Kendall County Forest Preserve District (District) and Kendall County Horse Association (Permittee) agree to the following:

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

Kendall County Forest Preserve District:

Signed: _____, Executive Director / President

Permittee: _____

Signed: _____

Date: _____

CN-00090278
Rental Contract / Permit

Printed: March 06, 2025

Contract #: 206

User: jgranhol

Date: 19 Feb 2025

Status: Pending

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

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

B) Conditions of Use:

C) Date(s) and Time(s) of Use: # of Events: 1 Starting: 06/21/2025 9:00 AM Expected Attendance: 35
Ending: 06/21/2025 2:00 PM

D) Rental Details:

Facility / Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	Tax	Total
Kendall County Forest Preserve District - Harris Horse Arena	Sat	21 Jun 2025	09:00 AM	21 Jun 2025	02:00 PM	N/A	N/A	N/A

E) Fee Summary:

Rental Fees	Tax	Rental Total	Deposit Amount	Total Applied	Balance
N/A	N/A	\$0	\$0.00	\$0	\$ 0.00

F) Explanation of Fees:

G) Payment Terms:

H) Notes:

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

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

I) Terms and Conditions:

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FACILITY LICENSE TERMS AND CONDITIONS**

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

Contract #: 206

User: jgranhol

Date: 19 Feb 2025

Status: Pending

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

1. Nature of Agreement:

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

2. Fee:

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

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

3. Cancellation:

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

4. Evidence of Insurance:

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

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

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

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

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

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

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

Additional Insured Status

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

Primary Coverage

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

Waiver of Subrogation

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

Acceptability of Insurers

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

Contract #: 206**User: jgranhol****Date: 19 Feb 2025****Status: Pending****Verification of Coverage**

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

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

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

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

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

6. Caterers:

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

7. Set-up/Clean-up:

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

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

8. "As is" Property:

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

9. Warning Signs:

At all times in which the Licensee is in control of the Facility, Licensee shall post and maintain signs that contain the warning notice specified in subsection (b) of Section 25 of the Equine Activity Liability Act. 745 ILCS 47/20(b). Such signs shall be placed in a clearly visible location on or near stables, corrals, or arenas where Licensee conducts equine activities. The warning notice specified herein shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. Further, every written contract entered into by Licensee involving the use of the Facility or any equipment or tack included therein or otherwise contemplated by the License, or any other agreement between the Parties, shall contain in clearly readable print the warning notice provided herein this Paragraph 9. The signs and contracts described in this

Contract #: 206

User: jgranhol

Date: 19 Feb 2025

Status: Pending

paragraph 9 shall contain the following warning notice:

"WARNING

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

10. Licensee Efforts to Determine Participant Abilities:

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

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

11. Hazardous Materials:

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

12. Pyrotechnics:

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

13. Horses:

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

14. Alcohol Policy:

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

15. Smoking Policy:

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

16. Food Service:

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

17. Additional Storage:

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

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

the Parties.

18. Fires:

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

19. Parking:

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

20. Pets:

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

21. Hunting and Fishing:

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

22. Decorations:

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

23. Inflatables and Tents:

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

24. Duty of Care:

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

25. Damages:

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

26. Right of Entry:

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

27. Anti-Discrimination Compliance:

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

28. Conflict of Interest:

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

29. Assignment:

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

30. No Joint Venture:

Contract #: 206

User: jgranhol

Date: 19 Feb 2025

Status: Pending

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

31. Legal Compliance:

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

32. Venue: This License shall be interpreted and enforced under the laws of the State of Illinois.

33. Legal Remedies: In any action with respect to this License, the parties may pursue any legal remedies at law or in equity.

34. Severability:

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

35. Waiver:

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

36. Notice:

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

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

Licensee, per information provided on first page of the License Contract. All Legal notices to the Licensee must be sent to:
The Board of Trustees of the University of Illinois Attn. Secretary of the Board
352 Henry Administration Building
506 South Wright Street
Urbana, IL 61801

37. Entire Agreement:

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

38. Authority:

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

Licensee:

By: _____ Date: _____

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

Contract #: 206
Date: 19 Feb 2025

User: jgranhol
Status: Pending

X:

X: _____

Name:

Board of Trustees-Univ. of IL Extension (Kendall)

Title:

Kendall County Forest Preserve District, 110 W. Madison Street
Yorkville, IL 60560

Date:

Date:

Rental Contract / Permit*Printed: March 06, 2025***Contract #: 204****User: jgranhol****Date: 19 Feb 2025****Status: Pending**

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

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

C) Date(s) and Time(s) of Use: # of Events: 1 Starting: 07/19/2025 8:00 AM Expected Attendance: 35
Ending: 07/19/2025 5:00 PM

D) Rental Details:

Facility / Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	Tax	Total
Kendall County Forest Preserve District - Harris Horse Arena	Sat	19 Jul 2025	08:00 AM	19 Jul 2025	05:00 PM	N/A	N/A	N/A

E) Fee Summary:

Rental Fees	Tax	Rental Total	Deposit Amount	Total Applied	Balance
N/A	N/A	\$0	\$0.00	\$0	\$ 0.00

F) Explanation of Fees:**G) Payment Terms:****H) Notes:**

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

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

I) Terms and Conditions:

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FACILITY LICENSE TERMS AND CONDITIONS**

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

Contract #: 204

User: jgranhol

Date: 19 Feb 2025

Status: Pending

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

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

1. Nature of Agreement:

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

2. Fee:

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

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

3. Cancellation:

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

4. Evidence of Insurance:

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

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

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

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

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

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

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

Additional Insured Status

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

Primary Coverage

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

Waiver of Subrogation

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

Acceptability of Insurers

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

for commercial general liability insurance

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

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

Verification of Coverage

Licensee shall furnish the Forest Preserve with original Certificates of Insurance to Forest Preserve before work begins. All certificates are to be received and approved by the Forest Preserve at least five days before Licensee commences activities.

Verification of Coverage: Licensee shall furnish Forest Preserve with original Certificates of Insurance to Forest Preserve before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Forest Preserve's obligation to provide them.

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

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

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

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

6. Caterers:

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

7. Set-up/Clean-up:

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

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

8. "As is" Property:

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

9. Warning Signs:

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

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

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

"WARNING

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

10. Licensee Efforts to Determine Participant Abilities:

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

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

11. Hazardous Materials:

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

12. Pyrotechnics:

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

13. Horses:

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

14. Alcohol Policy:

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

15. Smoking Policy:

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

16. Food Service:

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

17. Additional Storage:

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

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

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

18. Fires:

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

19. Parking:

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

20. Pets:

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

21. Hunting and Fishing:

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

22. Decorations:

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

23. Inflatables and Tents:

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

24. Duty of Care:

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

25. Damages:

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

26. Right of Entry:

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

27. Anti-Discrimination Compliance:

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

28. Conflict of Interest:

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

29. Assignment:

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

Contract #: 204**User: jgranhol****Date: 19 Feb 2025****Status: Pending****30. No Joint Venture:**

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

31. Legal Compliance:

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

32. Venue: This License shall be interpreted and enforced under the laws of the State of Illinois.

33. Legal Remedies: In any action with respect to this License, the parties may pursue any legal remedies at law or in equity.

34. Severability:

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

35. Waiver:

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

36. Notice:

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

Forest Preserve, send to: Kendall County Forest Preserve District

110 W. Madison Street Yorkville, Illinois 60560

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

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

352 Henry Administration Building

506 South Wright Street

Urbana, IL 61801

37. Entire Agreement:

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

38. Authority:

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

Licensee:

By: _____ Date: _____

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

Contract #: 204**User: jgranhol****Date: 19 Feb 2025****Status: Pending****X:** _____**X:** _____**Board of Trustees-Univ. of IL Extension (Kendall)****Name:** _____

7775 B IL-47

Title: _____

Yorkville IL 60560

Kendall County Forest Preserve District, 110 W. Madison Street
Yorkville, IL 60560

t: 630-553-5823

Date: _____**Date:** _____



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> 1495 - Kendall County Forest Preserve District - Subat Nature Center 4675 Eldamain Road Plano, Illinois 60545	CONTRACT INFORMATION: Contract For: General Construction Date: June 18, 2024	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: March 31, 2025
OWNER: <i>(Name and address)</i> Kendall County Forest Preserve District 110 W. Madison Street Yorkville, Illinois 60560	ARCHITECT: <i>(Name and address)</i> Kluber, Inc. 41 W. Benton Street Aurora, Illinois 60506	CONTRACTOR: <i>(Name and address)</i> Lite Construction, Inc. 711 S. Lake Street Montgomery, Illinois 60538

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Description:

1. Provide material and labor for exhibits - Benvenuti and Stein, Inc. Graphic Panel Frames and Radius Column Wrap Graphic Panels.
Deduct \$57,148.20 from the Contingency Allowance.

Starting Contingency Allowance: \$ 145,087.52
Deduct from Contingency Allowance: \$ 57,148.20
Remaining Contingency Balance: \$ 87,939.32

Attachments:


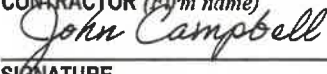
Change Order Request Number 5 dated March 27, 2025 as submitted by Lite Construction, Inc.

The original Contract Sum was	\$	1,262,697.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,262,697.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	1,262,697.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Kluber, Inc.</u> ARCHITECT <i>(Firm name)</i>  SIGNATURE <u>Chris Hansen, Project Manager</u> PRINTED NAME AND TITLE <u>March 31, 2025</u> DATE	<u>Lite Construction, Inc.</u> CONTRACTOR <i>(Firm name)</i>  SIGNATURE <u>John Campbell PM</u> PRINTED NAME AND TITLE <u>3/31/25</u> DATE	<u>Kendall County Forest Preserve District</u> OWNER <i>(Firm name)</i> SIGNATURE PRINTED NAME AND TITLE DATE
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LITE CONSTRUCTION

711 South Lake Street
P.O. Box 135
MONTGOMERY, IL 60538

(630) 896-7220
Fax (630) 896-1304

TO Kluber Architects + Engineers

41 W. Benton St

Aurora IL 60506

CHANGE ORDER

5

Number

PHONE	DATE 3/27/25
JOB NAME/LOCATION Subat	
JOB NUMBER	JOB PHONE
EXISTING CONTRACT NO.	DATE OF EXISTING CONTRACT

We hereby agree to make the change(s) specified below:

Provide material and labor for exhibits

Benvenuti and Stein, Inc

\$57,148.20

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price ☐

\$ 57,148.20

DATE

3/27/25

PREVIOUS CONTRACT AMOUNT

\$

AUTHORIZED SIGNATURE (CONTRACTOR)

JC

REVISED CONTRACT TOTAL

\$

ACCEPTED — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance

Signature

(OWNER)



2001 Greenleaf Evanston, IL 60202 Phone (847) 866-6868 Fax (847) 866-8010

John Campbell
Lite Construction
711 S Lake St
Montgomery, IL 60538

March 26, 2025

Proposal
Kendall County Forest Preserve District - Subat Nature Center

The following is Pricing for the Subat Center Millwork as specified. Pricing includes preparation of Shop Drawings showing plan view, elevations and sections on all millwork for pre-approval.

Graphic Panel Frames

(7) Exterior 4' x 8' x 1 1/2" Graphic Panel Frames constructed out of Azek materials with anchoring hardware	\$	17,024.40
--	----	-----------

Radius Column Wrap Graphic Panels

(4) Radius Column Wrap Graphic Panels 4' Tall 15" diameter constructed with exterior materials	\$	20,399.40
--	----	-----------

Delivery, Project Management & Field Carpentry Installation Labor	\$	19,724.40
---	----	-----------

Total	\$	57,148.20
--------------	-----------	------------------

Exclusions:

Permit Fees
Electrical Labor & Materials

Terms: We will require a deposit fee of \$ 40,000.00.

We will be submitting an invoice for the balance of the work no later than June 5, 2025.

The proposal is presented with the understanding that work will be completed by June 30, 2025.

This proposal is valid for 15 days from date shown above.

Respectfully Submitted,
Farrell Chinavare and Maurice Jefferson

Accepted

Benvenuti and Stein, Inc.

Date

Groot Industries
 April 2025-May 2026 Contract Renewal
 DRAFT
 Original Contract (Attached) Date: 20-Apr-21

		Year 4: May 1, 2024 - April 30, 2025		Year 5: May 1, 2025 - April 30, 2026	
		Monthly Charges	Monthly Charges	Monthly Charges	Monthly Charges
		April - November	December - March	April - November	December - March
HARRIS FOREST PRESERVE					
Container size: 8 yd trash / 2 yd. recycling					
Trash Service					
April through November (1 X per week)	Monthly	100.25	50.13	105.26	52.64
December through March (1 X per 2-week)	Annual				
Recycling Service					
April through November (1 X per 2-week)	Monthly	25.06	16.21	26.31	17.02
December through March (1 X per 2-week)	Annual				
HOOVER FOREST PRESERVE					
Container size: 10 yd trash / 4 yd. recycling					
Monthly Trash Service					
April through November (1 X per week)	Monthly	125.31	62.66	131.58	65.79
December through March (1 X per 2-week)	Annual				
Monthly Recycling Service					
April through November (1 X per 2-week)	Monthly	17.54	20.84	18.42	21.88
December through March (1 X per 2-week)	Annual				
ELLIS HOUSE AND EQUESTRIAN CENTER					
Container size: 4 yd trash / 4 yd. recycling					
Monthly Trash Service					
April through November (1 X per week)	Monthly	80.19	43.74	84.20	45.93
December through March (1 X per 2-week)	Annual				
Monthly Recycling Service					
April through November (1 X per 2-week)	Monthly	17.54	20.84	18.42	21.88
December through March (1 X per 4-week)	Annual				
PICKERILL-PIGOTT FOREST PRESERVE					
Container size: 4 yd trash / 2 yd. recycling					
Monthly Trash Service					
April through November (1 X per 2-week)	Monthly	40.09	43.74	42.09	45.93
December through March (1 X per 2-week)	Annual				
Monthly Recycling Service					
April through November (1 X per 4-week)	Monthly	25.06	16.21	26.31	17.02
December through March (1 X per 4-week)	Annual				
ADMIN. CHARGES (Container Locks - \$5 per month)		20.00	20.00	20.00	20.00
Total Monthly Charges Year 1 and Year 2 - Peak (green) and Off-season (red)		451.04	294.37	472.62	308.07

I agree to the Contract Pricing listed for the 2025-2026 year as outlined above.

Signature
 Antoinette White, Acting Executive Director, Kendall County Forest Preserve District

Signature
 Groot Representative
 Print Name BRIAN FLAUND



Subat Nature Center Project
OSLAD 05-23-2290
Project-to-Date Expense Report
As of March 31, 2025

Expense Date

Description

Payee

Amount

Cash Match (District)

IDNR Grant Expenses

Fund 1904 IDNR Grant Fund -
Proportional Interest

IDNR Grant
Disbursement
Balance

Expense Date	Description	Payee	Amount	Cash Match (District)	IDNR Grant Expenses	Fund 1904 IDNR Grant Fund - Proportional Interest	IDNR Grant Disbursement Balance
09/30/2023	Subat Nature Center - Schematic Design Phase	Kluber Inc.	\$2,098.20	\$0.00	\$2,098.20	\$1,027.58	\$228,350.00
10/31/2023	Subat Nature Center - Schematic Design Phase	Kluber Inc.	\$55,199.51	\$0.00	\$55,199.51	\$1,055.14	
11/17/2023	Phase I Archaeological Survey (completed with CERP sign-off).	Prairie Archaeology and Research, LTD.	\$13,720.00	\$5,520.00	\$8,200.00		\$300,000.00
12/31/2023	Subat Nature Center - Construction Document Phase	Kluber Inc.	\$2,098.20	\$0.00	\$2,098.20		
01/31/2024	Construction Document Phase - \$2,098.20 Kluber - Coord. of Consultants - \$975.00 Sub - Bluestone and Associates - \$6,500.00	Kluber Inc.	\$9,736.68	\$5,682.59	\$4,054.09		
02/29/2024	Construction Documents Phase - \$6,294.60 Sub - Upland Design: \$8,191.74	Kluber Inc.	\$14,505.10	\$14,505.10	\$0.00		
03/31/2024	Invoice #8931 - Construction Document Phase: \$9,441.90	Kluber Inc.	\$9,441.90	\$9,441.90	\$0.00		
04/10/2024	Soil borings and testing services. Invoice #9005	GeoCon Professional Services	\$9,395.00	\$9,395.00	\$0.00		
04/30/2024	Construction Document Phase (\$1,049.10); Interpretive Displays (\$5,567.00); Kluber Design Coordination (\$835.05); Reimbursable Expenses (\$589.43)	Kluber Inc.	\$8,040.58	\$8,040.58	\$0.00		
05/08/2024	Storm Water Permit Application Fee - Review of Site Plan and Variance Request Kluber Architects + Engineers	Kendall County - Planning, Building and Zonir	\$1,275.00	\$1,275.00	\$0.00		
05/31/2024	Invoice #9034 Date: 05/31/2024 Bidding/Negotiation Phase Additional Services (Upland Design)	Kluber Inc.	\$39,366.43	\$39,366.43	\$0.00		
07/09/2024	Kendall County Planning Building and Zoning Architectural Plans and Storm Water Permitting Review Consulting engineering firm: WBK Engineering, LLC	WBK Engineering, LLC	\$1,152.50	\$1,152.50	\$0.00		
08/31/2024	Invoice #9202 Construction Administration Phase	Kluber Inc.	\$1,978.32	\$1,978.32	\$0.00		
08/31/2024	Pay Request #001: Bond/Insurance; Survey & Overhead	Lite Construction, Inc.	\$37,980.00	\$0.00	\$37,980.00		
09/30/2024	Invoice #9258 Kluber, Inc. Construction Admin Phase - \$1,978.32	Kluber Inc.	\$1,978.32	\$1,978.32	\$0.00		
09/30/2024	Pay Request #002: Excavating; Electrical; Survey and Overhead	Lite Construction, Inc.	\$9,180.00	\$0.00	\$9,180.00		
10/31/2024	Kluber Inc. Invoice #9277 Construction Admin Phase: \$3956.64 Bluestone & Assoc.: \$6,000.00 Kluber Design Coord.: \$900.00	Kluber Inc.	\$10,856.64	\$10,856.64	\$0.00		
10/31/2024	Pay Application #3 Lite Construction, Inc. \$311,211.42 Excavating; concrete; lumber; equip. rental; doors; electric; structural steel.	Lite Construction, Inc.	\$311,211.42	\$0.00	\$311,211.42		
11/30/2024	Invoice #9316 Construction Administration Phase	Kluber Inc.	\$2,802.62	\$2,802.62	\$0.00		
11/30/2024	Invoice #W23229A0.01 \$1,500.00 Additional permitting cost incurred and required to calculate potential storm water flood impacts to proposed boardwalk (outside contracted engineering scope of work for permitting).	Engineering Resource Associates	\$1,500.00	\$1,500.00	\$0.00		
						Total IDNR OS/AD Disbursement Interest	November IDNR Grant Funds Balance
						\$6,740.28	-\$130,021.42
						\$702.91	\$181,190.00

11/30/2024	Pay Application #4 Lite Construction, Inc. \$124,110.00 Carpentry; lumber equip. rental; structural steel; painting and roofing.	Lite Construction, Inc.	\$124,110.00	\$0.00	\$124,110.00
		BALANCES AS OF PFR7 - 12/31/2024	\$667,626.42	\$113,495.00	\$554,131.42
PFR8 - SUBAT NATURE CENTER PROJECT EXPENSES THROUGH 03/31/2025					
12/31/2024	Invoice #9356 Construction Administration Phase \$1,504.02	Kluber Inc.	\$1,504.02	\$1,504.02	\$0.00
01/31/2025	Invoice #9391 Construction Administration Phase \$17,009.43	Kluber Inc.	\$17,009.43	\$17,009.43	\$0.00
02/28/2025	Invoice #9434 Construction Administration Phase \$17,559.05	Kluber Inc.	\$17,559.05	\$17,559.05	\$0.00
03/31/2025	Invoice #9471 Construction Administration Phase \$16,452.01	Kluber Inc.	\$16,452.01	\$16,452.01	\$0.00
12/31/2024	Pay Application #5 Lite Construction, Inc. \$49,027.50	Lite Construction, Inc.	\$49,027.50	\$49,027.50	\$0.00
01/31/2025	Pay Application #6 Lite Construction, Inc. \$31,445.36	Lite Construction, Inc.	\$31,445.36	\$31,445.36	\$0.00
02/28/2025	Pay Application #7 Lite Construction, Inc. \$44,275.44	Lite Construction, Inc.	\$44,275.44	\$44,275.44	\$0.00
03/31/2025	Pay Application #8 Lite Construction, Inc. \$167,094.35	Lite Construction, Inc.	\$167,094.35	\$122,725.77	\$44,368.58
		BALANCES AS OF PFR8 - 03/31/2025	\$1,011,993.58	\$413,493.58	\$598,500.00

IDNR - OSLAD Grant Agreement		Subat Nature Center - IDNR OSLAD Project - Remaining Cost Allocations		
Total Project Budget		Amount	Cash Match (District)	IDNR Grant Expenses
IDNR - OSLAD Grant	\$1,414,300.00			
Orig. Matching Requirement	\$600,000.00	\$488,372.62	\$488,372.62	\$0.00
OSLAD Grant Disbursement Earned Interest	\$6,740.28	\$10,716.64	\$10,716.64	\$0.00
Total Matching Requirement (*)	\$821,040.28	\$1,500.00		\$1,500.00
Final Project Costs - Target	\$1,421,040.28			
(*) Total Includes Grant Disbursement Interest		Allocation of Total Remaining Costs	\$500,589.26	\$499,089.26
		Total Project Cost Projections	\$1,512,582.84	\$912,582.84

\$765,692.21 Balance as of 02/28/2025
 -\$16,452.01 Kluber - April Invoice
 -\$167,094.35 Lite Const. Pay App #8
 \$582,145.85 Balance as of 03/31/2025

Fund 1904 Appropriations and Fund Balance Analysis

Fund 1904 (Endowment Fund) Balance as of 03/31/2025

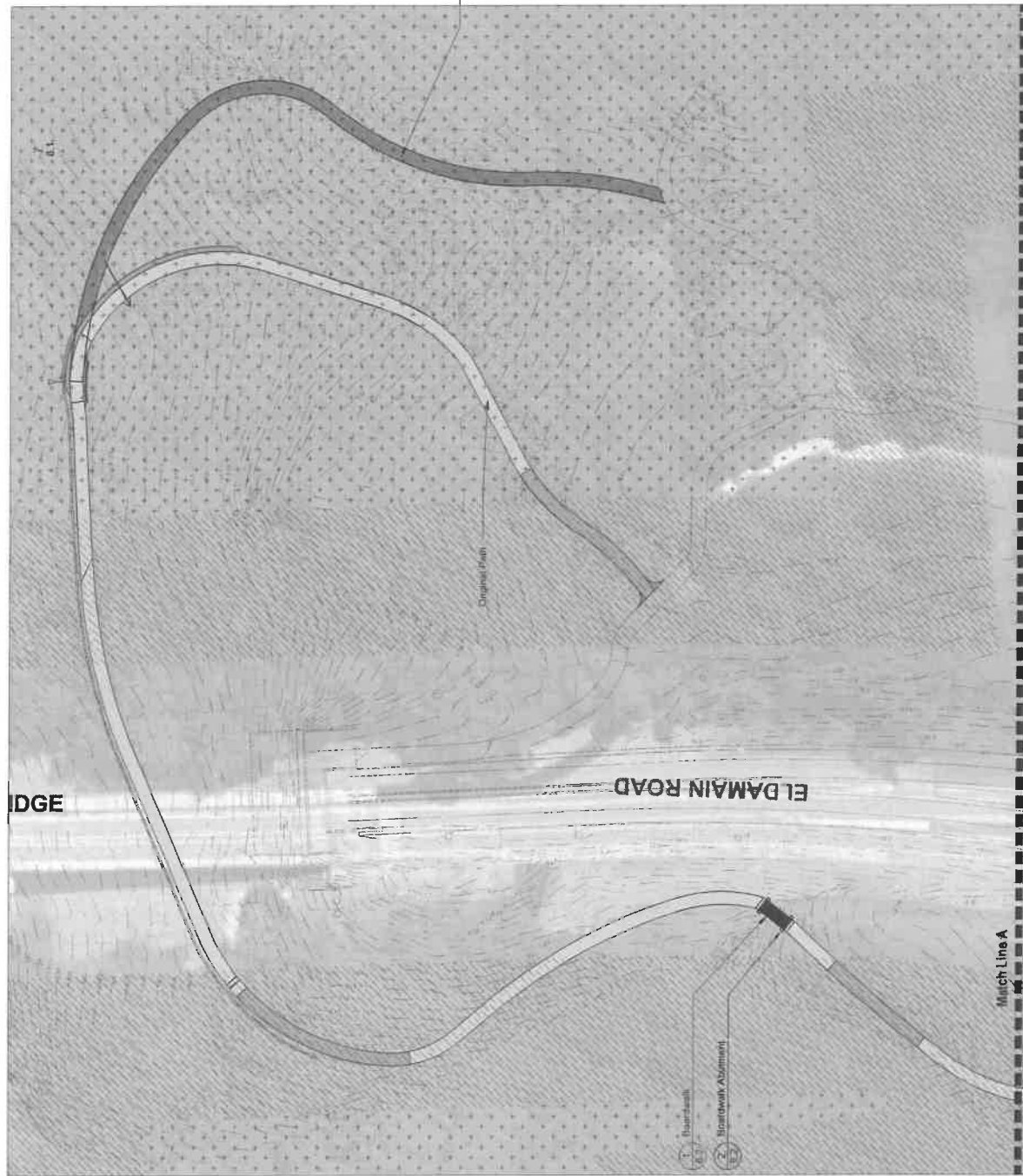
\$582,145.85

	FY25 Appropriations Remaining	Remaining Contract Costs (Obligated)	Appropriations Balance (Unobligated)
Contractual Services (Kluber + Mack & Assoc.)	\$22,426.87	\$12,216.64	\$11,710.23
Construction	\$498,373.05	\$488,372.62	\$10,000.43
TOTALS	\$520,799.92	\$500,589.26	\$21,710.66

Fund 1904 (Endowment Fund) Balance Projection
 Subat Endowment
 Hughes Endowment

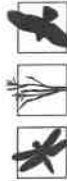
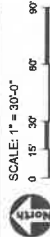
\$59,845.93
 \$49,845.93
 \$10,000.00

GENERAL NOTES: LAYOUT
1. See sheet 3.0 for layout notes.



LEGEND

	Crushed Aggregate Trail
	Asphalt Path
	Older Habitat
	Priority Habitat
	5'
	Self Face



KENDALL COUNTY
FOREST PRESERVE DISTRICT
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, IL 60550
Phone: 815-353-1025

PROJECT
**Fox River Bluffs
to Hoover
Forest Preserve
Trail
Development**
11285 W Fox Rd,
Yorkville, IL 60560

PROJECT TEAM



uplandDesign ltd
Landscape Architecture & Trail Planning
1100 W. Madison Street
Yorkville, Illinois 61554-2091
uplandDesign.com

SURVEYOR
J.H. Land Surveying, Inc.
910 Geneva Street
Shorewood, Illinois 60464
Phone: 815-728-4000
CIVIL ENGINEERING:
Hay and Associates, Inc.
28575 W. Commerce Drive,
Suite 601
Volo, Illinois 60073
IL License 184-022426

ORIGINAL ISSUE DATE
ISSUE FOR PERMIT 30JAN2025

REVISIONS

PROJECT NUMBER 1323

SHEET TITLE
**Layout Plan -
North
Enlargement**

SHEET NUMBER
3.1

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David Guritz

From: Elias Martin <emartin@uplanddesign.com>
Sent: Thursday, April 3, 2025 10:15 AM
To: David Guritz
Cc: Antoinette White; Michelle Kelly; Sierra Chmela
Subject: [External]1323 - Fox-Hoover Trail Survey Update
Attachments: 25-1046-107-2 of 2.pdf; 25-1046-107-1 of 2.pdf; 2025_04_03-1323_Fox River to Hoover_Trail Sketch.pdf

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

Good morning,

The updated survey came in yesterday, please see the attached PDFs for the base survey. We also took a quick look this morning and have attached a quick sketch of the alternate route. This route will let us have a less steep slope overall, as well as have a much gentler slope going into the turn. Our highest slope remains at 12%, but the longest stretch drops down to 7.6% as opposed to the 8.3%.

If you have any questions or want to set up a call to go over things in more detail let us know!

Thank you,



Elias Martin
CPSI
Project Manager
Phone: 815-254-0091 x757
Email: emartin@uplandDesign.com
1229 N. North Branch St., #220A
CHICAGO, IL 60642
24042 W. Lockport St., Suite 200
PLAINFIELD, IL 60544
uplandDesign.com



CHAPTER 7

COMPENSATION AND BENEFITS

Section 7.3 HOLIDAY PAY

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

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

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

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

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

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

Employees must be working (i.e., on active paid status) to be for holiday pay. Employees on an unpaid leave of absence are not eligible for holiday pay.

Employees who observe a religious holiday on days which do not fall on a designated holiday should use accrued vacation, personal days, or compensatory time (if any). However, if the employee does not have accrued time available, such religious holidays may be taken without pay, provided the employee has obtained the written approval of the employee's Executive. An employee requesting to take unpaid time off to observe a religious holiday must submit their request in writing to their immediate supervisor at least fourteen (14) calendar days prior to the proposed absence.

Section 7.4 **OVERTIME**

For FLSA non-exempt employees, any work performed over 37.5 hour per week up to 40 hours per week will be paid out on a straight time hourly basis.

For non-exempt employees, overtime is defined as any time worked over 40 hours a workweek. For all overtime worked, eligible employees will be paid one and one-half (1.5) times their regular pay rate or may be credited with compensatory time off at the rate of one and one-half (1.5) hours of time off for each hour of overtime worked. See the Compensatory Time Policy set forth in Section 7.5 below for more information regarding compensatory time. FLSA exempt employees are not eligible for overtime pay or compensatory time off. Please contact the Designated HR Representative if you have questions regarding your overtime eligibility.

Overtime hours are provided on an as-needed basis by the Executive and are not guaranteed. An employee may not work overtime unless the overtime has been approved in advance in writing by the employee's Executive. Also, an employee must notify their Executive as soon as possible if the employee anticipates going over 40 hours of work in a work week.

The employee's Executive will try to provide reasonable notice to the employee if the employee is needed to work overtime. Advance notice is not always possible, however, based on the Employer's needs.

Failure to comply with this policy may result in disciplinary action up to and including termination.

Section 7.5 **COMPENSATORY TIME**

Compensatory time refers to compensation, taken as time off with pay in lieu of a cash payout, for overtime hours worked in excess of 40 hours in a workweek. Just like overtime pay, compensatory time is only available for FLSA non-exempt employees. Each Executive will determine, in their sole discretion, whether compensatory time off in lieu of overtime pay will be permitted for employees working in their applicable department(s)/office(s). Also, this Compensatory Time Policy does not apply to employees covered by a collective bargaining agreement as the terms of said collective bargaining agreement would be applicable.

To be eligible for compensatory time, there must be a written agreement signed by the employee electing to receive compensatory time in lieu of overtime pay for the additional hours to be worked. This written agreement must be signed by the employee and the employee's immediate supervisor or Executive *before* the employee works the overtime hours. An employee shall not be required to elect compensatory time in lieu of overtime pay.

Non-exempt employees earn compensatory time at a rate of one and one half (1 ½) hours for every hour of overtime worked for time over 40 hours a week. An eligible employee may not accumulate more than eighty (80) hours of compensatory time. If an employee earns a compensatory time balance in excess of eighty (80) hours, said overtime must be paid in cash payment and cannot be banked as compensatory time. Compensatory time must be taken within the fiscal year it is earned except that up to forty (40) hours may be carried over from year to year. Upon mutual written agreement of the employee and the Executive, the District may buy out the accumulated compensatory time of each employee and render the cash payment equivalent to the employee.

The employee must give at least twenty-four (24) hours' written notice of their request to use of compensatory time. Such requests shall be directed to the employee's immediate supervisor and Designated HR Representative. Such requests shall not be unreasonably denied, provided the employee's requested use of the compensatory time does not unduly disrupt the operations of the department/elected office.

All payments for accrued, but unused compensatory time shall be paid at the regular rate of pay earned by the employee at the time the employee receives such payment. Upon termination of employment, an employee shall be paid for accrued but unused compensatory time earned at a rate of compensation not less than (a) the average regular rate received by such employee during the last three (3) years of the employee's employment (as defined pursuant to FLSA regulations); or (b) the final regular rate of pay received by such employee, whichever is higher.

CHAPTER 8 EMPLOYEE LEAVES OF ABSENCE

Section 8.1 PERSONAL AND BANKED SICK LEAVE

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

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

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

A. DEFINITIONS - ELIGIBLE EMPLOYEES AND WORKDAY

For purposes of this policy, “eligible employees” includes all full-time, part-time, temporary, and seasonal employees. Personal leave and banked sick leave is not available to unpaid interns, unpaid volunteers, forest preserve Commissioners, and appointed board/committee members.

If an employee has questions regarding their eligibility for personal leave and/or banked sick leave, they should contact the District’s Executive Director or their designated HR Representative.

For purposes of this policy, a “workday” is the average number of hours an eligible employee is regularly scheduled to work in a workday. So, for example, if the employee regularly works a seven and one-half (7 ½) hour workday, the employee’s “day” for purposes of this policy will be 7.5 hours of personal leave.

FLSA exempt full time and FLSA non-exempt full time staff must apply benefit time balances (sick personal; vacation; compensation time, and banked sick time subject to limitations defined in Section 8.1D) towards their absences up to 7.5 hours for each work day missed, and up to 37.5 hours for each work week missed.

Part-time non-exempt staff may also apply benefit time balances (sick personal; vacation; compensation time, and banked sick time subject to limitations defined in Section 8.1D) towards their absences up to 7.5 hours for each work day missed, and up to 37.5 hours for each work week missed.

B. ACCRUAL OF PERSONAL LEAVE

On the first day of each fiscal year (which is currently December 1st) of employment, eligible employees will receive the equivalent of one (1) work day of paid personal leave per month that they are budgeted (or as stated in their offer letter) to work during the year. Examples of this calculation are as follows:

- Full-time employees budgeted to work seven and one-half (7 ½) hours each workday during the fiscal year would receive 90 hours of personal leave on December 1st of the fiscal year.
- Part-time employees budgeted to work 4 hours each workday for five days each week during the fiscal year would receive 48 hours of personal leave on December 1st of the fiscal year.
- A temporary seasonal employee who is budgeted to work 6 hours each workday for five days each week for 12 weeks during the fiscal year would receive 16.75 hours of personal leave for the fiscal year.

The Executive will evaluate hours budgeted and benefit time assignments after the second quarter and at the start of each fiscal year (or as necessary based on changes made to an employee's regular work schedule) and assign additional benefit time as warranted based on actual employee hours contributed.

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

Employees who become "eligible employees" after the first day of the fiscal year will be eligible to receive a pro rata amount of personal leave based upon the month they become an eligible employee. For example, if a full-time employee begins employment on June 21, the eligible employee would receive five (5) workdays of paid personal leave for the remainder of the fiscal year, which currently ends on November 30 of each year.

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

Section 8.2 VACATION

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

Part-time employees who work a minimum of one thousand forty (1,040) total hours per year will be eligible to accrue paid vacation time on a pro rata basis based on the total hours budgeted for the employee in the fiscal year pursuant to the terms of this Vacation Policy. For example, an eligible part-time employee with one (1) year of completed service and budgeted to work 1,300 hours in the fiscal year (25 hours per week on average) would accrue 50 vacation hours per fiscal year, distributed at a rate of 4.167 vacation hours per completed month of service.

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

D. MAXIMUM ACCUMULATION

Employees will be allowed to accrue and carryover no more than 225 hours of accrued but unused vacation at any time unless receiving prior written approval from the Executive. With Executive approval, employees will be allowed to carryover vacation time over the maximum accumulation that must be taken within the first four (4) months of the subsequent fiscal year.

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 April 16, 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 four thousand twenty five dollars (\$4,025.00) 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 25, 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 April 15, 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)

Length: 992.30 ft

Length: 121.50 ft

Length: 11.38 ft

Length: 71.13 ft

PL 8

PL 4

PL 10

PL 140.00

PL 02-31-300-004

PL 0.14

PL 0.14

Riverview Dr



Yorkville Fury License Agreement – Exhibit B
License Periods

WEEKDAYS (M-F)

April 16, 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)

April 16, 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.

AMENDMENT TO HOUSE BILL 2393

AMENDMENT NO. _____. Amend House Bill 2393 by replacing everything after the enacting clause with the following:

"Section 5. The Downstate Forest Preserve District Act is amended by adding Section 13.9 as follows:

(70 ILCS 805/13.9 new)

Sec. 13.9. Special forest preserve district retailers' and service occupation tax.

(a) The Board of the Kendall County Forest Preserve District may impose a tax upon all persons engaged in the business of selling, including leasing tangible personal property, other than personal property titled or registered with an agency of this State's government, at retail in the county on the gross receipts from the sales made in the course of business to provide revenue to be used by the forest preserve district in that county for general forest preserve district purposes, including education, outdoor recreation, maintenance, operations, public safety at the forest preserves, trails, acquiring and restoring land, and any other lawful purposes or programs determined by the board of that district, except as otherwise provided in this Section, if a proposition for the tax has been submitted to the legal voters of that county and approved by a majority of those voting on the question as provided in subsection (c). If imposed, this tax shall be imposed only in 0.25% increments.

The tax imposed under this subsection may not be imposed on tangible personal property taxed at the 1% rate under the Retailers' Occupation Tax Act. The tax imposed under this subsection is not imposed on sales of aviation fuel for so long as the revenue use requirements of 49 U.S.C. 47107(b) and 49 U.S.C. 47133 are binding on the board.

For a tax imposed for forest preserve purposes for expenditures authorized under this Act, the board must publish notice of the operational, capital, or master plan of the district, and must make the plan publicly available prior to approval of the ordinance or resolution imposing the tax.

If a tax is imposed for specific operational needs, capital projects, or public facilities, then the name of the project may be included in the proposition at the discretion of the board as determined in the enabling resolution. For example, the "XXX Regional Trail," the "YYY Forest Preserve or Multi-Use Facility," or the "ZZZ Natural Area Acquisition or Restoration Project".

The tax imposed by the board under this subsection and all civil penalties that may be assessed as an incident of the tax shall be collected and enforced by the Department of Revenue. The certificate of registration that is issued by the Department to a retailer under the Retailers' Occupation Tax Act shall permit the retailer to engage in a business that is taxable without registering separately with the Department under an ordinance or resolution under this subsection. The Department has full power to administer and enforce this subsection, to collect all taxes and penalties due under this subsection, to dispose of taxes and penalties so collected in the manner provided in this subsection, and to determine all rights to credit memoranda arising on account of the erroneous payment of a tax or penalty under this subsection.

In the administration of and compliance with this subsection, the Department and persons who are subject to this subsection shall (i) have the same rights, remedies, privileges, immunities, powers, and duties; (ii) be subject to the same conditions, restrictions, limitations, penalties, and definitions of terms; and (iii) employ the same modes of procedure as are prescribed in Sections 1, 1a, 1a-1, 1d, 1e, 1f, 1i, 1j, 1j.1, 1j.2, 1k, 1m, 1n, 1o, 1p, 1q, 1r, 1s, 2 through 2-70, 2a, 2b, 2c, 2h, 2i, 2j, 3 (except provisions relating to transaction returns and quarter monthly payments), 4, 5, 5a, 5b, 5c, 5d, 5e, 5f, 5g, 5i, 5j, 5k, 5l, 5m, 5n, 6, 6a, 6b, 6c, 6d, 7, 8, 9, 10, 11, 11a, 12, and 13 of the Retailers' Occupation Tax Act and the Uniform Penalty and Interest Act as if those provisions were set forth in this subsection.

Persons subject to any tax imposed under the authority granted in this subsection may reimburse themselves for their sellers' tax liability by separately stating the tax as an additional charge. The charge may be stated in combination, in a single amount, with State tax which sellers are required to collect under the Use Tax Act, pursuant to such bracketed schedules as the Department may prescribe.

If the Department determines that a refund should be made under this subsection to a claimant instead of issuing a credit memorandum, then the Department shall notify the State Comptroller, who shall cause the order to be drawn for the amount specified and to the person named in the notification from the Department. The refund shall be paid by the State Treasurer out of the Special Forest Preserve District Retailers' and Service Occupation Tax Fund.

(b) If a tax has been imposed under subsection (a), then a service occupation tax shall also be imposed at the same rate upon all persons in the county engaged in the business of making sales of service, who, as an incident to making those sales of service, transfer tangible personal property, including transfers by lease, within the county as an incident to a sale of service.

The tax imposed under this subsection may not be imposed on tangible personal property taxed at the 1% rate under the Service Occupation Tax Act. The tax imposed under this subsection is not imposed on sales of aviation fuel for so long as the revenue use requirements of 49 U.S.C. 47107(b) and 49 U.S.C. 47133 are binding on the board.

The tax imposed under this subsection and all civil penalties that may be assessed as an incident thereof shall be collected and enforced by the Department of Revenue. The Department has full power to administer and enforce this subsection; to collect all taxes and penalties due hereunder; to dispose of taxes and penalties so collected in the manner hereinafter provided; and to determine all rights to credit memoranda arising on account of the erroneous payment of tax or penalty hereunder.

In the administration of, and compliance with this subsection, the Department and persons who are subject to this subsection shall (i) have the same rights, remedies, privileges, immunities, powers, and duties; (ii) be subject to the same conditions, restrictions, limitations, penalties, exclusions, exemptions, and definitions of terms; and (iii) employ the same modes of procedure as are prescribed in Sections 2 (except that the reference to State in the definition of supplier maintaining a place of business in this State shall mean the district), 2a, 2b, 2c, 2d, 3 through 3-50 (in respect to all provisions therein other than the State rate of tax), 4 (except that the reference to the State shall be to the district), 5, 7, 8 (except that the jurisdiction to which the tax shall be a debt to the extent indicated in that Section 8 shall be the district), 9 (except as to the disposition of taxes and penalties collected), 10, 11, 12 (except the reference therein to Section 2b of the Retailers' Occupation Tax Act), 13 (except that any reference to the State shall mean the district), Sections 15, 16, 17, 18, 19 and 20 of the Service Occupation Tax Act and the Uniform Penalty and Interest Act, as fully as if those provisions were set forth herein.

Persons subject to any tax imposed under the authority granted in this subsection may reimburse themselves for their serviceman's tax liability by separately stating the tax as an additional charge, which charge may be stated in combination, in a single amount, with State tax that servicemen are authorized to collect under the Service Use Tax Act, in accordance with such bracket schedules as the Department may prescribe.

If the Department determines that a refund should be made under this subsection to a claimant instead of issuing a credit memorandum, then the Department shall notify the State Comptroller, who shall cause the warrant to be drawn for the amount specified, and to the person named, in the notification from the Department. The refund shall be paid by the State Treasurer out of the Special Forest Preserve District Retailers' and Service Occupation Tax Fund.

(b-5) The tax imposed under this Section applies to leases of tangible personal property in effect, entered into, or renewed on or after the effective date of the ordinance imposing the tax under this Section in the same manner as the tax under this Section applies to other sales and consistent with the tax on leases under the Retailers' Occupation Tax Act and the Service Occupation Tax Act.

(c) By resolution, the board may order the proposition to be submitted at any election. The board shall certify the question to the proper election authority, who shall submit the proposition at an election in accordance with the general election law.

The proposition for forest preserve purposes shall be in substantially the following form:

"Shall the [Name of] Forest Preserve District impose a Special Forest Preserve District Retailers' Occupation Tax and Service Occupation Tax (commonly referred to as a "sales tax") at the rate of [insert a percentage in increments of 0.25%] in [name of County] for forest preserve district expenditures in accordance with and subject to the provisions of Section 13.9 of the Downstate Forest Preserve District Act (70 ILCS 805/13.9)?"

The following additional information shall appear on the ballot below the question:

"This would mean that a consumer would pay an additional (insert amount) in sales tax for every \$100 of tangible personal property bought at retail."

The board may also vote to establish a sunset provision at which time the additional sales tax would cease being collected, if not terminated earlier by a vote of the board. If the board votes to include a sunset provision, the proposition for forest preserve purposes shall be in substantially the following form:

"Shall the [Name of] Forest Preserve District impose a Special Forest Preserve District Retailers' Occupation Tax and Service Occupation Tax (commonly referred to as a "sales tax") at the rate of [insert a percentage in increments of 0.25%] in [name of County] for a period not to exceed (insert number of years) for forest preserve district expenditures in accordance with and subject to the provisions of Section 13.9 of the Downstate Forest Preserve District Act (70 ILCS 805/13.9)?"

The following additional information shall appear on the ballot below the question:

"This would mean that a consumer would pay an additional (insert amount) in sales tax for every \$100 of tangible personal property bought at retail. If imposed, the additional tax would cease being collected at the end of (insert number of years), if not terminated earlier by a vote of the (name of district) board."

Votes shall be recorded as "Yes" or "No".

If a majority of the legal voters voting on the proposition vote in favor of it, the district may impose the tax. A district may not submit more than one proposition authorized by this Section to the legal voters at any one time.

(d) The Department shall immediately pay over to the State Treasurer, ex officio, as trustee, all taxes and penalties collected under this Section to be deposited into the Special Forest Preserve District Retailers' and Service Occupation Tax Fund, a special fund that is created in the State treasury, and the moneys in the Fund shall be disbursed as provided in this Section.

As soon as possible after the first day of each month and upon certification of the Department of Revenue, the Comptroller shall order transferred, and the Treasurer shall transfer, to the STAR Bonds Revenue Fund the local sales tax increment, as defined in the Innovation Development and Economy Act, collected under this Section during the second preceding calendar month for sales within a STAR bond district.

After the monthly transfer to the STAR Bonds Revenue Fund, on or before the 25th day of each calendar month, the Department shall prepare and certify to the Comptroller the disbursement of the stated sums of money to the district from retailers in the county who have paid taxes or penalties to the Department during the second preceding calendar month. The amount to be paid to the district shall be the amount collected under this Section during the second preceding calendar month by the Department plus an amount the Department determines is necessary to offset any amounts that were erroneously paid to a different taxing body, and not including (i) an amount equal to the amount of refunds made during the second preceding calendar month by the Department on behalf of the district; (ii) any amount that the Department determines is necessary to offset any amounts that were payable to a different taxing body but were erroneously paid to the District; (iii) any amounts that are transferred to the STAR Bonds Revenue Fund, and (iv) 1.5% of the remainder, which the Department shall transfer into the Tax Compliance and Administration Fund. The Department, at the time of each

monthly disbursement to the district, shall prepare and certify to the State Comptroller the amount to be transferred into the Tax Compliance and Administration Fund under this subsection. Within 10 days after receipt by the Comptroller of the disbursement certification to the District and the Tax Compliance and Administration Fund provided for in this Section to be given to the Comptroller by the Department, the Comptroller shall cause the orders to be drawn for the respective amounts in accordance with directions contained in the certification.

(e) For the purpose of determining whether a tax authorized under this Section is applicable, a retail sale by a producer of coal or another mineral mined in Illinois is a sale at retail at the place where the coal or other mineral mined in Illinois is extracted from the earth. This paragraph does not apply to coal or another mineral when it is delivered or shipped by the seller to the purchaser at a point outside Illinois so that the sale is exempt under the United States Constitution as a sale in interstate or foreign commerce.

(f) Nothing in this Section shall be construed to authorize the board to impose a tax upon the privilege of engaging in any business that under the Constitution of the United States may not be made the subject of taxation by this State.

(g) The board shall file a certified copy of the ordinance imposing, increasing the rate of, or discontinuing a tax under this Section with the Department of Revenue, together with a certification that the ordinance received referendum approval in the case of the imposition of or increase in the rate of such tax, either (i) after the first day of October but on or before the first day of May, whereupon the Department shall proceed to administer and enforce the imposition of, increase in the rate of, or discontinuation of the tax as of the first day of July next following the filing; or (ii) after the first day of May, but on or before the first day of October, whereupon the Department shall proceed to administer and enforce the imposition of, increase in the rate of, or discontinuation of the tax as of the first day of January next following the filing. If the tax imposed under this Section is scheduled to sunset by referendum, the board is required to monitor the sunset date and notify the Department of Revenue of the sunset by filing a certified copy of an ordinance that includes the sunset date (i) after the first day of October but on or before the first day of May, whereupon the Department shall proceed to discontinue the tax as of the first day of July next following the filing; or (ii) after the first day of May but on or before the first day of October, whereupon the Department shall proceed to discontinue the tax as of the first day of January next following the filing.

(h) When certifying the amount of a monthly disbursement to the district under this Section, the Department shall increase or decrease the amounts by an amount necessary to offset any misallocation of previous disbursements. The offset amount shall be the amount erroneously disbursed within the previous 6 months from the time a misallocation is discovered.

Section 10. The State Finance Act is amended by adding Section 5.1015 as follows:

(30 ILCS 105/5.1015 new)

Sec. 5.1015. The Special Forest Preserve District Retailers' and Service Occupation Tax Fund.

Section 99. Effective date. This Act takes effect upon becoming law.

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

April 1, 2025

Illinois Environmental Protection Agency
9511 W. Harrison Street
DesPlaines, IL 60016

Illinois Environmental Protection Agency
Compliance Assurance Section #19
Bureau of Water
2520 West Iles Avenue
P.O. Box 19276
Springfield, Illinois 62794-9276

RE: Response to March 14, 2025 Non-Compliance Advisory Letter (Attached)
Hoover Outdoor Education Center STP
BOW ID: W0938030005

To Whom It May Concern:

In response to the non-compliance advisory letter, Kendall County Forest Preserve District has begun monthly sampling and filing of discharge monitoring reports for the following:

<u>Required Sampling</u>	<u>Test Result</u>	<u>Date Completed</u>
Influent BOD ₅	34 mg/l *	March 12, 2025
Influent TSS	6.8 mg/l *	March 12, 2025
Influent Flow	64,928 total gallons **	March 1 – March 31, 2025

**Testing results as reported by the Newark Sanitary District testing lab.*

***Influent flow based on capacity of lift station pumps (300 GPM) multiplied by total pump run times during the report period.*

Remedial action has been completed as of March 31, 2025.

The District will continue to monitor and report monthly BOD₅ and TSS test results, and total monthly influent flow to remain in compliance with Permit #ILG511.

Sincerely,



David Guritz
Executive Advisor – Kendall County Forest Preserve District

Cc: Rafael Sanchez, Environmental Protection Engineer
IEPA Division of Water Pollution Control

Joseph Severson, Public Water Supply Operator – Newark, Illinois