

# KENDALL COUNTY FOREST PRESERVE DISTRICT

## MEETING AGENDA

TUESDAY, APRIL 15, 2025

9:00 AM

### KENDALL COUNTY HISTORIC COURTHOUSE – THIRD FLOOR COURTROOM

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. 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
- V. Approval of Agenda
- VI. Public Comments
- VII. <sup>(1)</sup> **CONSENT AGENDA**
  - A. Approval of Minutes
    - Kendall County Forest Preserve District Committee of the Whole Meeting of March 11, 2025
    - Kendall County Forest Preserve District Commission Meeting of March 18, 2025
  - B. <sup>(1)</sup> **MOTION:** Approval of Claims in the Amounts of \$70,093.11 (031525F); \$209,705.49 (041525F), and \$100.00 (041525FR)
  - C. <sup>(1)</sup> **MOTION:** Approval of License Agreement #25-03-002 with the Yorkville Athletic Association for the Use of the Baseball Field at Hoover Forest Preserve from April 16, 2025 through August 31, 2025 for a Lump Sum Payment of \$4,025.00
  - D. **MOTION:** Approval of Kendall County Employee Handbook Policy Amendments Effective April 16, 2025
    1. Chapter 7 – Wage and Salary Policy – Section 7.3 Holiday Pay
    2. Chapter 7 – Wage and Salary Policy – Section 7.4 Overtime
    3. Chapter 7 – Wage and Salary Policy – Section 7.5 Compensatory Time
    4. Chapter 8 – Employee Leaves of Absence – Section 8.1 A. and B. – Personal and Banked Sick Leave – Eligible Employees and Accrual of Personal Leave
    5. Chapter 8 – Employee Leaves of Absence – Section 8.2 Vacation – B - Vacation Availability for Part-Time Employees and Employees on a Leave of Absence
    6. Chapter 8 – Employee Leaves of Absence – Section 8.2 Vacation – D. – Vacation – Maximum Accumulation
  - E. <sup>(1)</sup> **MOTION:** Approval of 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
  - F. **MOTION:** Approval of the Mack & Associates PC FY24 Audit Report of the Kendall County Forest Preserve District
  - G. <sup>(1)</sup> **MOTION:** Approval of Mack & Associates PC Single Audit Proposal for an Amount Not-to-Exceed \$1,500.00 for the District's IDNR OSLAD Grant #OS 23-2290 for the Subat Nature Center Project
  - H. <sup>(1)</sup> **MOTION:** Approval of Change Order #002 in the Amount of \$57,148.20 to be Deducted from the \$145,087.52 Total Contingency Available in Contract #23-429-1495 with Lite Construction, Inc. for the Mary M. Subat Nature Center Project which Sum Includes Preparation of Millwork Shop Drawings and Production of Seven (7) Exterior 4' X 8' Graphic Panels (\$17,024.40); Four (4) Exterior 4' Column Wrap Graphic Panels (\$20,399.40), and Delivery, Installation and Project Management (\$19,724.40)
  - I. <sup>(1)</sup> **MOTION:** Approval of 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
- VIII. **OLD BUSINESS**

*No items posted for consideration.*
- IX. **NEW BUSINESS**

*No items posted for consideration.*
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. **OTHER ITEMS OF BUSINESS**

*No items posted for consideration.*
- XIV. Adjournment

*(1) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)*

Kendall County Historic Courthouse - Third 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.

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMITTEE of the WHOLE MEETING MINUTES**

**MARCH 11, 2025**

**I. Call to Order**

President DeBolt called the meeting to order at 4:20 pm in the Kendall County Historic Courthouse – 3<sup>rd</sup> floor courtroom.

**II. Roll Call**

	Bachmann	X	Koukol
X	DeBolt	X	Peterson
X	Flowers	X	Rodriguez
X	Gengler		Shanley
	Kellogg	X	Wormley

Roll call: Commissioners Flowers, Gengler, Koukol, Peterson, Rodriguez, Wormley, and DeBolt were all present.

**III. Approval of Agenda**

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

**IV. Public Comments**

No public comments were offered by those in attendance.

**V. Leadership Team Report**

Acting Executive Director White provided an overview of the District's leadership team report.

**VI. Motion to Forward Claims to Commission**

Commissioner Flowers made a motion to forward claims to Commission for approval. Seconded by Commissioner Peterson. Aye, all. Opposed, none.

**VII. Review of Preliminary Financial Statements through February 28, 2025**

Acting Executive Director presented an overview of the preliminary financial statements through February 28, 2025.

**VIII. OLD BUSINESS**

- a) Hoover Forest Preserve Wastewater Treatment Facilities – IEPA  
Inspection Results and Updates

Executive Advisor Guritz provided updates on the Hoover Forest Preserve wastewater treatment facilities and the IEPA inspection report.

**b) MOTION: Approval to Forward Amended Intergovernmental Agreement #24-05 increasing Kendall County Transportation Alternatives Program Awarded Grant Funds from \$189,000.00 to \$272,000.00 to be Combined with an Anticipated \$200,000.00 Illinois Department of Natural Resources – Regional Trail Program Grant Award to Support Completion of the Hoover-Fox River Bluffs Trail Connection Project to Commission and the Kendall County Board for Approval**

Commissioner Peterson made a motion to forward Amended Intergovernmental Agreement #24-05 increasing Kendall County Transportation Alternatives Program Awarded Grant Funds from \$189,000.00 to \$272,000.00 to be Combined with an Anticipated \$200,000.00 Illinois Department of Natural Resources – Regional Trail Program Grant Award to Support Completion of the Hoover-Fox River Bluffs Trail Connection Project to Commission and the Kendall County Board for approval. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

**IX. NEW BUSINESS**

**a) MOTION: Approval to Forward the Amended 2025 Regular Meeting Schedule to Commission for Approval**

Commissioner Peterson made a motion to forward the Amended 2025 Regular Meeting Schedule to Commission for approval. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

**b) MOTION: Approval to Forward the 2025 Yorkville Athletic Association License Agreement to Commission**

Commissioner Flowers made a motion to forward the 2025 Yorkville Athletic Association License Agreement to Commission for approval. Seconded by Commissioner Koukol. Aye, all. Opposed, none.

**c) TC Energy – Build Strong Community Giving Program – Project and Application Recommendations**

The Committee of the Whole review the TC Energy Build Strong Communities Giving Program and discussed recommendations.

**d) MOTION: Approval to Forward Farm License Agreement #25-02-001 with Kyle Connell of Morris, Illinois – Baker Woods Forest Preserve Row Crop, Hay Production and 50/50 Crop Share**

Commissioner Peterson made a motion to forward Farm License Agreement #25-02-001 with Kyle Connell of Morris, Illinois – Baker Woods Forest Preserve Row Crop, Hay Production, and 50/50 Crop Share to Commission for approval. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

**e) MOTION: Approval to Forward Three Proposals for Ellis House Exterior Improvements to Commission for Approval**

- 1. ~~DuPage House Painters – Damaged Dryvit Patching for \$300.00~~**
- 2. ~~Exstream Clean – Exterior Power Washing for \$920.00~~**

Commissioner Flowers made a motion to forward the Woodin Construction for \$5,960.00 and Wash Pro for \$780.00 for Ellis House Exterior Improvements to Commission for approval. Seconded by Commissioner Rodriguez. Aye, all. Opposed, none.

**f) Review of Quotes Received for Ellis House Window Replacements**

**X. Other Items of Business**

**a) Grant-Funded Project Updates**

- 1. Subat Nature Center Project Updates**
- 2. Hoover-Fox River Bluffs Forest Preserve Trail Connector Project**
- 3. IEPA Section 319 Dam Removal Project**

**b) Downstate Forest Preserve Act Amendment Legislative Updates – SB1449 and HB2393 – Forest Preserve-Revenue**

The Committee of the Whole discussed the progression of the legislative bills.

**XI. Public Comments**

No public comments were offered by citizens in attendance.

**XII. Executive Session**

None.

**XIII. Summary of Action Items**

Acting Executive Director White provided a summary of action items to be presented to Commission for approval.

**XIV. Adjournment**

Commissioner Rodriguez made a motion to adjourn. Seconded by Commissioner Flowers.

Aye, all. Opposed, none. Meeting adjourned at 5:02 pm.

Respectfully submitted,

Antoinette White

Acting Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMISSION MEETING MINUTES**

**MARCH 18, 2025**

**I. Call to Order**

President DeBolt called the meeting to order at 9:00 am in the Kendall County Historic Courthouse – 3<sup>rd</sup> floor courtroom.

**II. Pledge of Allegiance**

The Pledge of Allegiance was recited at the start of the Kendall County Board Meeting.

**III. Invocation**

An invocation was offered at the start of the Kendall County Board Meeting.

**IV. Roll Call**

	Bachmann	X	Koukol
X	DeBolt	X	Peterson
	Flowers		Rodriguez
X	Gengler	X	Shanley
X	Kellogg	X	Wormley

Roll call: Commissioners Gengler, Kellogg, Koukol, Peterson, Shanley, Wormley, and DeBolt were all present.

**V. Approval of Agenda**

Commissioner Wormley made a motion to approve the agenda as presented. Seconded by Commissioner Shanley. Aye, all. Opposed, none.

**VI. Public Comment**

No public comments were offered from citizens in attendance.

**VII. CONSENT AGENDA**

**A. Approval of Minutes**

- Kendall County Forest Preserve District Finance Committee Meeting of February 27, 2025
- Kendall County Forest Preserve District Commission Meeting of March 4, 2025
- Kendall County Forest Preserve District Operations Committee Meeting of March 5, 2025

**B. MOTION: Approval of Claims in the Amount of \$45,991.32**

**C. MOTION: Approval of an Amended CY2025 Annual Meet Calendar for the Kendall County Forest Preserve District**

**D. MOTION: Approval of Farm License Agreement #25-03-001 with Kyle Connell of Morris, Illinois for 130.32 Acres at Baker Woods Forest Preserve which Total Acreage Includes 71.54 Acres in Row Crop Production at \$260.00 per Acre Plus a Calculated Yield Payment; 36.78 Acres in Hay Production at \$280.00 per Acre; and 22.0 Acres for 50/50 Hay Production**

- E. **MOTION:** Approval of a Proposal from Woodin Construction, Inc., of Somonauk, Illinois for Replacement of Ellis House Windows (4) and Exterior Trim, and Dryvit Patching for an Amount Not-to-Exceed \$5960.00
- F. **MOTION:** Approval of a Proposal from WashPros Exterior Cleaning of Oswego, Illinois for Exterior Cleaning of the Ellis House for an Amount Not-to-Exceed \$748.00

President DeBolt recited the items posted to the Consent Agenda.

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

Motion: Commissioner Kellogg  
Second: Commissioner Gengler

**Roll call: Consent Agenda**

<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>	<b>Commissioner</b>	<b>Aye</b>	<b>Opposed</b>
Bachmann			Koukol	X	
DeBolt	X		Peterson	X	
Flowers			Rodriguez		
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

Roll call: Commissioners Gengler, Kellogg, Koukol, Peterson, Shanley, Wormley, and DeBolt aye. Opposed, none. Motion unanimously approved.

**VIII. OLD BUSINESS**

*No items posted for consideration.*

**IX. NEW BUSINESS**

*No items posted for consideration.*

**X. Committee Chairman Reports: Commissioners Wormley (Finance) and Koukol (Operations)**

Finance Chair Wormley reported the next Finance Committee meeting is cancelled.

Operations Chair Koukol reported the next Operation Committee meeting is scheduled for April 2, 2025.

**XI. Public Comments**

No public comments were offered from citizens in attendance.

**XII. Executive Session**

None.

**XIII. Other Items of Business**

*No items posted for consideration.*

#### **XIV. Adjournment**

Commissioner Shanley made a motion to adjourn. Seconded by Commissioner Gengler. Aye, all. Opposed, none. Meeting adjourned at 10:29 am.

Respectfully submitted,

Antoinette White

Acting Executive Director, Kendall County Forest Preserve District



# 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
					<b>Sub-Total</b>	<b>Sub-Total</b>	<b>\$210.31</b>
					<b>Ellis Grounds Total</b>	<b>Total</b>	<b>\$210.31</b>
Ellis House	2047	COMED	234618900003312	ComEd Ellis House	19001160 62270	Utilities	\$1,478.69
	4762	WATCH COMMUNICATIONS	1405336033125	Ellis Internet Services	19001160 62270	Utilities	\$113.89
					<b>Sub-Total</b>	<b>Sub-Total</b>	<b>\$1,592.58</b>
					<b>Ellis House Total</b>	<b>Total</b>	<b>\$1,592.58</b>
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
					<b>Sub-Total</b>	<b>Sub-Total</b>	<b>\$46.11</b>
Environmental Education Camps					<b>Environmental Educ. Natrl</b>	<b>Total</b>	<b>\$46.11</b>
	3380	AMAZON CAPITAL SERVICES	1XC9-9T6R-N73N	Storage bags, cardstock, tongue depressors	19001177 63030	Program Supplies	\$63.89
					<b>Sub-Total</b>	<b>Sub-Total</b>	<b>\$63.89</b>
					<b>Environmental Education Total</b>	<b>Total</b>	<b>\$63.89</b>
Environmental Education School	3380	AMAZON CAPITAL SERVICES	1P47-YWDD-4QWN	Maple Syrup	19001176 63030	Program Supplies	\$51.78
					<b>Sub-Total</b>	<b>Sub-Total</b>	<b>\$51.78</b>
					<b>Environmental Education Total</b>	<b>Total</b>	<b>\$51.78</b>
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
						<b>Sub-Total</b>	<b>\$90.26</b>
	3656	MINOOKA CCSD #201	1224-225	Abatement Assessment	190011 62150	Contractual Services	\$397.32
						<b>Sub-Total</b>	<b>\$397.32</b>
	2047	COMED	1017879000033125	ComEd Baker Woods	190011 63510	Electric	\$26.69
						<b>Sub-Total</b>	<b>\$26.69</b>
	498	MACK & ASSOCIATES PC	11978	Audit FY2024	190011 65490	Auditing & Accounting	\$12,500.00
						<b>Sub-Total</b>	<b>\$12,500.00</b>
	2826	LITE CONSTRUCTION INC	SubatPayApp7	Subat Pay App 7	190411 70330	Construction	\$44,275.74
Grounds and Natural Resources						<b>Sub-Total</b>	<b>\$44,275.74</b>
					<b>Forest Preserve Director</b>	<b>Total</b>	<b>\$57,290.01</b>
	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
						<b>Sub-Total</b>	<b>\$1,401.58</b>
	1153	KENDALL COUNTY HIGHWAY DEPARTMENT	Feb2025Fuel	Gas and Diesel Feb 2025	19001183 62180	Gasoline / Fuel / Oil	\$886.95
						<b>Sub-Total</b>	<b>\$886.95</b>
	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	\$247.40
	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
						<b>Sub-Total</b>	<b>\$1,128.90</b>
	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
						<b>Sub-Total</b>	<b>\$2,307.41</b>
	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
						<b>Sub-Total</b>	<b>\$1,842.34</b>
	1153	KENDALL COUNTY HIGHWAY DEPARTMENT	FY24Salt	Road Salt FY2024	19001171 68580	Grounds and Maintenance	\$277.24
						<b>Sub-Total</b>	<b>\$277.24</b>
					<b>Hoover</b>	<b>Total</b>	<b>\$6,925.89</b>
Pickerill - Pigott	5270	JOSELYN WILLIAMS	163	Pickerill Sec Dep Refund	19001184 63040	Security Deposit Refund	\$170.00
						<b>Sub-Total</b>	<b>\$170.00</b>
					<b>Pickerill - Pigott</b>	<b>Total</b>	<b>\$170.00</b>
					<b>Grand Total</b>	<b>Total</b>	<b>\$70,093.11</b>

# Claims Listing

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Grounds	541	FIRST NATIONAL BANK OF OMAHA	Vick9181March2025	Vick Credit Card March 2025	19001162 68580	Grounds and Maintenance	\$605.64
						Sub-Total	\$605.64
					Ellis Grounds	Total	\$605.64
Ellis House	541	FIRST NATIONAL BANK OF OMAHA	Vick9181March2025	Vick Credit Card March 2025	19001160 62000	Office Supplies	\$20.99
						Sub-Total	\$20.99
					Ellis House	Total	\$20.99
Ellis Riding Lessons	541	FIRST NATIONAL BANK OF OMAHA	3583GuritzMarch2025	Guritz Credit Card March 2025	19001164 63000	Animal Care & Supplies	\$1,185.81
	3380	AMAZON CAPITAL SERVICES	1R7L-TCK6-GV9F	Ribbons, Barrel Cover	19001164 63000	Animal Care & Supplies	\$84.90
						Sub-Total	\$1,270.71
Ellis Weddings	529	EQUINE VETERINARY PRACTICE LLC	245062	Beau-exam, meds	19001164 63020	Vet & Farrier	\$694.00
						Sub-Total	\$694.00
					Ellis Riding Lessons	Total	\$1,964.71
Ellis Weddings	3131	GROOT INC	14182662T102	Waste and Recycling	19001168 63070	Refuse Pickup	\$107.73
						Sub-Total	\$107.73
					Ellis Weddings	Total	\$107.73
Environ. Educ. Other Pblc Prg	1323	MENARDS	21090	Paper plates, top soil	19001179 63030	Program Supplies	\$11.14
	3380	AMAZON CAPITAL SERVICES	1JNN-P16g-6JG7	Birthday Party supplies, easel	19001179 63030	Program Supplies	\$60.96
	3380	AMAZON CAPITAL SERVICES	1XLP-9KVX-69FN	Books for Public Programs	19001179 63030	Program Supplies	\$168.22
						Sub-Total	\$240.32
					Environ. Educ. Other Pblc	Total	\$240.32

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Environmental Education School	2779	KIMBERLY ADAMS	April 2025 Reimbursement	Reimbursement for Sap to Syrup Supplies	19001176 63030	Program Supplies	\$15.32
	3380	AMAZON CAPITAL SERVICES	1JNN-P16g-6JG7	Birthday Party supplies, easel	19001176 63030	Program Supplies	\$69.98
						<b>Sub-Total</b>	<b>\$85.30</b>
					<b>Environmental Education</b>	<b>Total</b>	<b>\$85.30</b>
Forest Preserve Director	1304	MARCO TECHNOLOGIES, LLC	552756850F	03/28/2025 - 04/28/2025	190011 62000	Office Supplies	\$325.71
						<b>Sub-Total</b>	<b>\$325.71</b>
	1665	SHAW MEDIA	10085118041525	Website Hosting, Amended Meeting Schedule posting	190011 62090	Legal Publications	\$119.66
						<b>Sub-Total</b>	<b>\$119.66</b>
	590	FOX VALLEY FIRE & SAFETY	IN00757884	Pickerrill Fire Extinguisher Service	190011 62150	Contractual Services	\$50.00
	1199	KLUBER, INC.	9471	Subat Services	190411 62150	Contractual Services	\$16,452.01
	1665	SHAW MEDIA	10085118041525	Website Hosting, Amended Meeting Schedule posting	190011 62150	Contractual Services	\$59.99
						<b>Sub-Total</b>	<b>\$16,562.00</b>
	67	AMEREN ILLINOIS	2786444006041525	Millbrook S Electric	190011 63510	Electric	\$39.04
	2047	COMED	0616965000041525	ComEd Harris Arena	190011 63510	Electric	\$36.18
	2047	COMED	2873479000041525	ComEd Richard Young	190011 63510	Electric	\$30.98
	2047	COMED	6611022222041525	ComEd Jay Woods	190011 63510	Electric	\$30.98
	2047	COMED	7991865000041525	ComEd Harris	190011 63510	Electric	\$131.29
						<b>Sub-Total</b>	<b>\$268.47</b>

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Grounds and Natural Resources	1007	ILLINOIS COUNTIES RISK MANAGEMENT TRUST	R41000669242510 41525	Liability Insurance Installment 6	190011 68000	Liability Insurance Premiums	\$10,621.00
						<b>Sub-Total</b>	<b>\$10,621.00</b>
	541	FIRST NATIONAL BANK OF OMAHA	3583GuritzMarch2 025	Guritz Credit Card March 2025	190011 68430	Marketing / Publicity	\$81.75
						<b>Sub-Total</b>	<b>\$81.75</b>
	2826	LITE CONSTRUCTION INC	Subat Pay App 8	Subat Pay App 8	190411 70330	Construction	\$167,094.36
						<b>Sub-Total</b>	<b>\$167,094.36</b>
	1827	UPLAND DESIGN LTD	24-1323-03	FRB-Hoover Trail Services	190811 70650	Professional Services (A&E)	\$4,200.00
	1827	UPLAND DESIGN LTD	24-1323-04	FRB-Hoover Services	190811 70650	Professional Services (A&E)	\$945.00
						<b>Sub-Total</b>	<b>\$5,145.00</b>
					<b>Forest Preserve Director</b>	<b>Total</b>	<b>\$200,217.95</b>
	541	FIRST NATIONAL BANK OF OMAHA	White5931March2 025	White Credit Card March 2025	19001183 62160	Equipment	\$210.98
	1060	JOHN DEERE FINANCIAL	1113-29745041525	Hoover and Harris Grounds Supplies and Equipment	19001183 62160	Equipment	\$132.65
	4419	MECHANICS LAB LLC	6221	Accelerator Pedal Repair	19001183 62160	Equipment	\$428.30
						<b>Sub-Total</b>	<b>\$771.93</b>
	1153	KENDALL COUNTY HIGHWAY DEPARTMENT	GasMarch2025	Gas and Diesel-March 2025	19001183 62180	Gasoline / Fuel / Oil	\$794.59
						<b>Sub-Total</b>	<b>\$794.59</b>
	1655	SERVICE SANITATION, INC	50-493234041525	Portable Restroom Services	19001183 63070	Refuse Pickup	\$407.67
	3131	GROOT INC	14182662T102	Waste and Recycling	19001183 63070	Refuse Pickup	\$343.33
						<b>Sub-Total</b>	<b>\$751.00</b>

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Hoover	678	GRAINCO FS, INC.	00001631808	Propane for Shelter 4	19001183 63090	Natural Gas	\$295.70
						<b>Sub-Total</b>	<b>\$295.70</b>
	590	FOX VALLEY FIRE & SAFETY	IN00757883	Harris Fire Extinguisher Service	19001183 63110	Shop Supplies	\$50.00
	1950	COUNTRYSIDE TRUE VALUE INC	400515041525	Woodcutter Oil	19001183 63110	Shop Supplies	\$56.99
	3380	AMAZON CAPITAL SERVICES	1KNG-9TN4-VXKM	Hoover and Harris Shop Supplies	19001183 63110	Shop Supplies	\$140.67
						<b>Sub-Total</b>	<b>\$247.66</b>
	541	FIRST NATIONAL BANK OF OMAHA	3583GuritzMarch2025	Guritz Credit Card March 2025	19001183 63540	Telephones	\$185.59
	1849	VERIZON	6108885740	Cell phone services	19001183 63540	Telephones	\$181.91
	3837	T-MOBILE	982008249	Cell Phone Services	19001183 63540	Telephones	\$284.51
	3837	T-MOBILE	990345112041525	Omnia Device	19001183 63540	Telephones	\$94.24
						<b>Sub-Total</b>	<b>\$746.25</b>
	1877	WALDEN'S LOCK SERVICE	24576	Locks and keys	19001183 68530	Preserve Improvements	\$235.48
						<b>Sub-Total</b>	<b>\$235.48</b>
					<b>Grounds and Natural</b>	<b>Total</b>	<b>\$3,842.61</b>
	899997	OTP SEC DEP REFUND	216	MHL Sec Dep Refund	19001171 63040	Security Deposit Refund	\$240.00
						<b>Sub-Total</b>	<b>\$240.00</b>
	3380	AMAZON CAPITAL SERVICES	1KNG-9TN4-VXKM	Hoover and Harris Shop Supplies	19001171 63110	Shop Supplies	\$140.66
						<b>Sub-Total</b>	<b>\$140.66</b>
	1323	MENARDS	20973	Softener salt, lightbulbs, utility hangers, pails	19001171 63120	Building Maintenance	\$81.84
	1605	RIEMENSCHNEIDER ELECTRIC	13267	Pump motor repairs for Hoover Lift Station	19001171 63120	Building Maintenance	\$749.55
						<b>Sub-Total</b>	<b>\$831.39</b>



Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Pickerill - Pigott	590	FOX VALLEY FIRE & SAFETY	IN00757882	Hoover-Fire Extinguisher Service	19001171 68580	Grounds and Maintenance	\$117.00
	590	FOX VALLEY FIRE & SAFETY	IN00758166	MHL Fire Extinguisher and related services	19001171 68580	Grounds and Maintenance	\$235.50
	1060	JOHN DEERE FINANCIAL	1113-29745041525	Hoover and Harris Grounds Supplies and Equipment	19001171 68580	Grounds and Maintenance	\$149.95
						<b>Sub-Total</b>	<b>\$502.45</b>
					<b>Hoover</b>	<b>Total</b>	<b>\$1,714.50</b>
	899997	OTP SEC DEP REFUND	236	Pickerill Sec Dep Refund	19001184 63040	Security Deposit Refund	\$247.50
						<b>Sub-Total</b>	<b>\$247.50</b>
	2047	COMED	1565665111041525	ComEd Pickerill House	19001184 63100	Electric	\$414.18
	2047	COMED	9438565000041525	ComEd Pickerill Shelter	19001184 63100	Electric	\$19.58
	4631	GRNE NELNET HOLDCO 2023 LLC	CI-000447954	Pickerill Solar	19001184 63100	Electric	\$224.48
						<b>Sub-Total</b>	<b>\$658.24</b>
					<b>Pickerill - Pigott</b>	<b>Total</b>	<b>\$905.74</b>
					<b>Grand Total</b>	<b>Grand Total</b>	<b>\$209,705.49</b>

Claims Listing

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Hoover	5155	PETER FRANTIK	24-00265	Blazing Star Sec Dep Refund	19001171 63040	Security Deposit Refund	\$100.00
						Sub-Total	\$100.00
					Hoover	Total	\$100.00
						Grand Total	\$100.00

## 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)

[illegible]

**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.

## **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).<sup>1</sup>

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 1<sup>st</sup> will still be eligible to receive their paid personal leave days for the fiscal year on December 1<sup>st</sup>.

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.

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<sup>1</sup> 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.

**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**

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**THIS AMENDMENT** (this “Amendment”) dated this 15<sup>TH</sup> 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)





116 E. Washington Street  
Suite One  
Morris, Illinois 60450

Phone: (815) 942-3306  
Fax: (815) 942-9430  
www.mackcpas.com

TAWNYA R. MACK, CPA  
LAURI POPE, CPA

CATE MOULTON, CPA  
MADISON SCHEEL, CPA  
CARTER RODMAN, CPA  
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: \_\_\_\_\_



# AIA® Document G701® – 2017

## Change Order

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


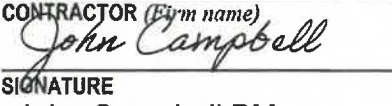
The original Contract Sum was	\$ 1,262,697.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,262,697.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order 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> <b>ARCHITECT</b> <i>(Firm name)</i>  <b>SIGNATURE</b>  Chris Hansen, Project Manager <b>PRINTED NAME AND TITLE</b>  March 31, 2025 <b>DATE</b>	<u>Lite Construction, Inc.</u> <b>CONTRACTOR</b> <i>(Firm name)</i>  <b>SIGNATURE</b>  John Campbell PM <b>PRINTED NAME AND TITLE</b>  3/31/25 <b>DATE</b>	<u>Kendall County Forest Preserve District</u> <b>OWNER</b> <i>(Firm name)</i>   <b>SIGNATURE</b>   <b>PRINTED NAME AND TITLE</b>   <b>DATE</b>
--	--	---

**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 April - November	Monthly Charges December - March	Monthly Charges April - November	Monthly Charges December - March
<b>HARRIS FOREST PRESERVE</b>				
Container size: 3 yd trash / 2 yd. recycling				
Trash Service				
April through November (1 X per week)	100.25	\$	105.26	\$
December through March (1 X per 2-week)		50.13		52.64
Recycling Service				
April through November (1 X per 2-week)	25.06	\$	26.31	\$
December through March (1 X per 2-week)		16.21		17.02
<b>HOOVER FOREST PRESERVE</b>				
Container size: 10 yd trash / 4 yd. recycling				
Monthly Trash Service				
April through November (1 X per week)	125.31	\$	131.58	\$
December through March (1 X per 2-week)		62.66		65.79
Monthly Recycling Service				
April through November (1 X per 2-week)	17.54	\$	18.42	\$
December through March (1 X per 2-week)		20.84		21.88
<b>ELLIS HOUSE AND EQUESTRIAN CENTER</b>				
Container size: 4 yd trash / 4 yd. recycling				
Monthly Trash Service				
April through November (1 X per week)	80.19	\$	84.20	\$
December through March (1 X per 2-week)		43.74		45.93
Monthly Recycling Service				
April through November (1 X per 2-week)	17.54	\$	18.42	\$
December through March (1 X per 4-week)		20.84		21.88
<b>PICKERILL-PIGOTT FOREST PRESERVE</b>				
Container size: 4 yd trash / 2 yd. recycling				
Monthly Trash Service				
April through November (1 X per 2-week)	40.09	\$	42.09	\$
December through March (1 X per 2-week)		43.74		45.93
Monthly Recycling Service				
April through November (1 X per 4-week)	25.06	\$	26.31	\$
December through March (1 X per 4-week)		16.21		17.02
<b>ADMIN. CHARGES (Container Locks - \$5 per month)</b>				
	\$	240.00	\$	20.00
<b>Total Monthly Charges Year 1 and Year 2 - Peak (green) and Off-season (red)</b>				
	451.04	\$	294.37	\$
			472.62	\$
				308.07

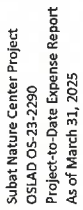
I agree to the Contract Pricing listed for the 2025-2026 year as outlined above.

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

Signature  
 Groot Representative

Print Name **BRIAN FLAMAND**





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		
10/31/2023	Subat Nature Center - Schematic Design Phase	Kluber Inc.	\$55,199.51	\$0.00	\$55,199.51		
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	IDNR Grant Fund Balance (Deposited late March 2024)	\$300,000.00
12/31/2023	Subat Nature Center - Construction Document Phase	Kluber Inc.	\$2,098.20	\$0.00	\$2,098.20	\$1,027.58	\$228,350.00
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	\$1,055.14	
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	\$1,073.12	
03/31/2024	Invoice #8931 - Construction Document Phase: \$9,441.90	Kluber Inc.	\$9,441.90	\$9,441.90	\$0.00	\$1,057.75	
04/10/2024	Soil borings and testing services. Invoice #9005	GeoCon Professional Services	\$9,395.00	\$9,395.00	\$0.00	\$1,060.26	
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	\$813.52	\$190,370.00
05/08/2024	Storm Water Permit Application Fee - Review of Site Plan and Variance Request	Kendall County - Planning, Building and Zonin	\$1,275.00	\$1,275.00	\$0.00	\$702.91	\$181,190.00
05/31/2024	Kluber Architects + Engineers Invoice #9034 Date: 05/31/2024 Bidding/Negotiation Phase Additional Services (Upland Design)	Kluber Inc.	\$39,366.43	\$39,366.43	\$0.00	\$6,740.28	-\$130,021.42
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 \$2,802.62 Construction Administration Phase	Kluber Inc.	\$2,802.62	\$2,802.62	\$0.00		
11/30/2024	Invoice #W2329A0.01 \$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		

